

FILE

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FAX

FAX TRANSMISSION COVER SHEET

DATE: March 28, 2007
TO: Docketing Division
Ohio Public Utilities Commission
FAX NO. (614) 466-0313
RE: Community ISP, Inc.
Case No. 07-233-TP-ACE
SENDER: Becky Heggelund

PUCO

2007 MAR 28 PM 4:40

RECEIVED-DOCKETING DIV

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IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL BECKY AT (504) 832-1984.

Please docket the attached responses as soon as possible as they are due today. I am sending an original and ten (10) copies via overnight mail.

Should you have any questions, please do not hesitate to contact me.

Becky Heggelund

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Monica Borne Haab
Philip R. Adams, Jr.

March 28, 2007

*Via Facsimile Transmittal (614) 466-0313
and Overnight Mail*

Rene Jenkins, Chief Clerk
Ohio Public Utilities Commission
180 E. Broad Street
Columbus, OH 43215

RE: Community ISP, Inc.
Case No. 07-233-TP-ACE

Dear Ms. Jenkins:

Enclosed please find an original and ten (10) copies of the replacement tariff pages for Community ISP, Inc., revised per Staff request. The pages submitted in this filing are set forth as follows:

- 1) Local Exchange Services Tariff No. 1 - Revised Pages 13, 29, 30, 31, 32, 33, 34, 35, 36, 37, 43, 44, 49, 52, 53.
- 2) Access Services Tariff No. 3 - Revised Pages 16, 19, 21, 22, 25, 26, 30, 31, 51, 52, 63, 64, 65, 74, 79.
- 3) Revised Notice of Disconnection
- 4) Revised Sample Bill

An additional copy of this letter has been enclosed to be date stamped and returned in the envelope provided as evidence of the filing.

Should you have any questions, please do not hesitate to contact me.

Sincerely,


Becky Heggelund

Enclosure

Community ISP, Inc.

P.U.C. Ohio Tariff No.3
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SECTION 1 - GENERAL (CONT'D)**1.3 UNDERTAKING OF THE COMPANY**

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

1.3.1 Limitations of Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed, and will include such interest as might be required by Commission rules.

Community ISP, Inc.

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.3 UNDERTAKING OF THE COMPANY(cont'd)

- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- G. 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 or fitness for a particular use, except those expressly set forth herein.
- II. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- I. Approval of the above tariff language by the Ohio Public Utility Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier should be upheld in a court of law.

1.4 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

1.4.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 1.4.2 following. A service is interrupted when it becomes inoperative to the Customer, the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. All credit allowances shall be in compliance with applicable requirements.
- D. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer 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: March 2, 2007

Effective: March 30, 2007

Issued by: Dustin Wade, President
3035 Moffat Road, Toledo, OH 43615

Community ISP, Inc.

P.U.C. Ohio Tariff No.3
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SECTION 2 RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE**2.1.1 Use of Service**

- A. Servicemay be used for any lawful purpose by the Customer or by any End User.
 - B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
 - C. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
 - D. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- 1 Service may be used for any lawful purpose by the Customer or by any End User.

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Community ISP, Inc.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth in Section 2.7.4 of this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff (examples of these conditions are more fully set forth in Section 2.1.1 of this tariff), shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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SECTION2 - RULES AND REGULATIONS (CONT'D)

2.4 DEPOSITS

2.4.1 To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantec for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. All deposit amounts, refunds and interest payments will comply with the PUCO Rules and Regulations governing telephone utilities.

2.4.2 Any deposit required by the Company shall not exceed two times the anticipated monthly recurring revenue to be paid by the Customer.

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Community ISP, Inc.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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Community ISP, Inc.

P.U.C. Ohio Tariff No.3
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SECTION 2 - RULES AND REGULATIONS (CONTD)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless The Company has verified, in a manner approved by the Public Service Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

2.7.4 Termination For Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer ten (10) business days to respond to such notice, may terminate service and sever the from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after notification.

Community ISP, Inc.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.4 Termination For Cause Other Than Nonpayment (cont'd)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Permitting fraudulent use

C. Abandonment

1. If it is determined that facilities have been abandoned the Company may terminate access service.
2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated.

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)**4.6 RATE REGULATIONS**

This section contains the specific regulations governing the rates and charges that apply for Point-to-Point Dedicated Access Service.

4.6.1 Recurring and Nonrecurring Charges

Recurring charges are assessed monthly in connection with providing the Dedicated Transport Service. Nonrecurring charges are one-time charges that apply for a specific work activity installation or change to an existing service).

4.6.2 Minimum Periods

Dedicated Transport Service is provided for a minimum period of one month.

4.6.3 Moves

A move of services involves a change in the physical location of one of the following:

- The point of termination at the Customer's premises
- The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

A. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements. See Section 4.8.1.

B. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)**4.6 RATES AND REGULATIONS (Cont'd)****4.6.4 Installation of Optional Features**

If a separate nonrecurring charge applies for the installation of an optional feature available with Dedicated Transport Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the customer maintains the same customer premises location.

4.6.5 Service Rearrangements

Service rearrangements are changes to existing services installed that do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes, which result in the establishment of new minimum period obligations, are treated as disconnects and starts.

The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without notice to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

Community ISP, Inc.

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SECTION 6 SPECIAL ARRANGEMENTS**6.1 SPECIAL CONSTRUCTION****6.1.1 Basis for Charges**

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- 1) Nonrecurring charges;
- 2) Recurring charges;
- 3) Termination liabilities; or
- 4) Combinations of 1), 2) and 3).

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) Equipment and materials provided or used;
 - b) Engineering, labor and supervision;
 - c) Transportation; and
 - d) Rights of way and/or any required easements.
- 2) Cost of maintenance;
- 3) 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;
- 4) Administrative expenses, taxes on the basis of reasonable average cost for these items;
- 5) License preparation, processing and related fees;

Community ISP, Inc.

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SECTION 6 SPECIAL ARRANGEMENTS (CONT'D)**6.1 SPECIAL CONSTRUCTION (Cont'd)**

- 7) Any other identifiable costs related to the facilities provided; or
- 8) An amount for return and contingencies.

6.1.3 Termination of 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 a customer.

- A. The period on which the termination liability is based shall be the full term of the contract between the Company and the Customer.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) Equipment and materials provided or used;
 - b) Engineering, labor and supervision;
 - c) Transportation; and
 - d) Rights of way and/or any required easements.
 - 2. License preparation, processing and related fees;
 - 3. Cost of removal and restoration, where appropriate; and
 - 4. Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculation the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 6.1.3.B. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 6.1.3.B. preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

Community ISP, Inc.

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SECTION 8 BILLING AND COLLECTION (CONT'D)**8.2 RECORDING SERVICE (Cont'd)****F. Cancellation of a Special Order**

A customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the company receives written or verbal notice from the customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the customer requests the recordings to start.

G. Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order.

8.2.5 Rate Regulations

The special order charge applies for each special order accepted by the company for recording service or for a subsequently requested change.

Community ISP, Inc.

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SECTION 8 BILLING AND COLLECTION (CONT'D)

8.1 BILLING AND ADDRESS SERVICE (CONT'D)**8.3.3 Rate Regulations**

- A. Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.
- B. A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge, as described below in Section F., applies for each message processed to supply BNA information on a mechanized basis.

The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.

- C. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in rate schedule Section F. following will apply to each such message.
- D. Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate.

The percentages provided in the reports as set forth in 8.3.2 (B) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate, which is \$0.000273.

- E. When a customer cancels an order for BNA service after the order date, the service establishment charge applies.

F. Rates:

Recording, per customer message	\$0.000273
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ANI, per attempt	\$0.000193
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BNA

service establishment charge	\$50.94
query charge per telephone number	\$0.33

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 3035 Moffat Road, Toledo, OH 43615

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Community ISP, Inc.
P.U.C.O. NO. 1**1. Definitions**

Account Codes: Allows a User to allocate local calls to a digital, non-verified account code.

Advance Payment: Means a payment that may be required by a local service provider as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

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 any call can be retrieved by dialing a different access code followed by the extension number.

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.

Call Waiting Cancel: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a 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.

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Dustin Wade, President
3035 Moffat Road, Toledo, OH 43615

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Community ISP, Inc.
P.U.C.O. NO. 1

2. Regulations (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

2.5.1.1 Taxes: The Customer is responsible for the payment of all state, local and 911 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate local competition procedures required by the Commission. The Company shall comply with the Commission procedures by sending notice to all customers informing them of the new line item charges.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customers. All billing and collection procedures will comply with MTSS 4901:1-5-15.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt but no sooner than 14 days from the postmark on the bill.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.

2.5.2.5 Checks with insufficient funds or non-existing accounts will be assessed as follows, except as may be waived under appropriate circumstances:

Max.
\$25.00

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Community ISP, Inc.
P.U.C.O. NO. 1

2. Regulations (Cont'd)
2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill by calling 1-866-578-2626 or by writing to Telecom Management, Inc. d/b/a Pioneer Long Distance, Inc., Customer Service Center, 583 Warren Ave., Portland, ME 04103. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the PUCO in accordance with the Commission's rules of procedure at the following address:

In the event that the Company is unable to resolve a dispute properly brought to its attention, the Customer may direct the complaint to the attention of the Public Utilities Commission of Ohio as follows:

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215
1-800-686-7826 (toll free)

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient notification to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

The Company may require a Customer to make an Advance Payment for special construction before a specific services or facility is furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) for special construction for the service or facility. The advance payment will be credited to the Customer's initial bill.

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Community ISP, Inc.
P.U.C.O. NO. 1**2. Regulations (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.5 Deposits**

The Company's procedures for collecting deposits will comply with MTSS 4901:1-5-13.

2.5.5.1 Applicants for service whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, or existing Customers who have had 2 delinquent payments in a consecutive 12 month period may be required to provide the Company with a security deposit. All deposits will be collected and handled in accordance with the provisions of the Rule 4901:1-17 of the Ohio Administrative Code and Rule 4901:1-5-14 and 4901:1-5-13 of the PUCO's Minimum Telephone Service Standards. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

The deposit will not exceed an amount equal to:

(a) two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.

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Community ISP, Inc.
P.U.C.O. NO. 1

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits (cont'd.)

2.5.5.2 A deposit may be required in addition to an advance payment.

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.4 Deposits held will accrue interest at a rate specified by the PUCO in Rule 4901:1-17-05 of the Ohio Administrative Code and will be refunded to the customer after twelve consecutive months of payment.

2.5.6 Denial or disconnection of local and toll service.

Carrier may discontinue service or cancel an application for service without incurring any liability as follows:

- A. For nonpayment of toll services in accordance with 4901:1-5-17(B).
- B. For nonpayment of local service in accordance with 4901:1-5-17(A).
- C. With prior notice in cases not involving nonpayment as set forth in Rule 4901:1-5-17(D) and (E).
- D. Without prior notice in cases not involving nonpayment as set forth in Rule 4901:1-5-17(G).
- E. Payment schedule and disconnection procedures for nonpayment will comply with Rule 4901:1-5-17(K).
- F. The Company will follow the procedures for reconnection of service provided in Rules 4901:1-5-17(M).

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Community ISP, Inc.
P.U.C.O. NO. 1

2. Regulation (Cont'd)

2.6 Subscriber Billing Adjustments.

- 2.6.1 The Company's terms and conditions for applying subscriber credits due to extended out-of-service conditions are set forth in Rule 4901:1-6-16(A) and (B).
- 2.6.2 The Company's terms and conditions for applying subscriber credits due to failure to install new service in a timely fashion are set forth in Rules 4901:1-5-16(D) and (E).
- 2.6.3 The Company's terms and conditions for applying subscriber credits due to omission of a directory listing are set forth in Rules 4901:1-5-16(F).
- 2.6.4 The Company's terms and conditions for providing subscriber refunds for prior overcharges and collecting for prior undercharges are as set forth in Rule 4901:1-5-16(G).
- 2.6.5 The Company's terms and conditions for credit exceptions are set forth in Rule 4901:1-5-16(A)(1)(2)(3)(4), (C), (D)(1)(2)(3)(4), and (E)(3).
- 2.6.6 The Company shall credit the subscriber's bill in the amount of at least one-half of one month's charges for any regulated local services rendered inoperative if the Company fails to meet a repair appointment or a repair commitment.

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Community ISP, Inc.
P.U.C.O. NO. 1**2. Regulations (Cont'd)****2.7 Cancellation of Service****2.7.1. Cancellation of Application for Service**

2.7.1.1 When a contract basis customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the Company has notified a contract basis customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their contracted service, and then the Company does incur such expenses, the contract customer will be responsible for the expenses incurred. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

2.7.2 Cancellation of Service by the Customer

If a contract basis business Customer cancels a Service Order or terminates a service before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with (1) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus (3) all Recurring Charges specified in the applicable Service Order (and if for the balance of the then current term or as may be pro-rated in the absence of a term contract.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) pursuant to any sale or transfer of substantially all the assets of the Company; or (b) pursuant to any financing, merger or reorganization of the Company.

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2. Regulations (Cont'd)**2.9 Notices and Communications**

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All Company invoices and notices required to be given pursuant to this tariff will be in writing. Notices and other written communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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Community ISP, Inc.
P.U.C.O. NO. 1**2. Regulations (Cont'd)****2.10 Universal Emergency Number Service – 9-1-1**

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" dialing to its customers for simplified emergency access police, fire, and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those customers who have requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer. The company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by statute.

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Community ISP, Inc.
P.U.C.O. NO. 1**3. Service Descriptions****3.1 Local Exchange Service**

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the customer's local calling area, as defined herein;
- access enhanced Universal Emergency Number/911 Service where available;
- access the Interexchange carrier selected by the Customer for interLATA, intraLATA, Interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800/888 telephone numbers;
- access Telecommunications Relay Service.

3.1.1 Exchange Areas Served and associated Local Calling Areas: Exchanges where the Company's local exchange service are available is stated in this tariff. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

3.1.2 The Company's Local Exchange Service is comprised of four different service elements. Two of the service elements, Switched Network Access Channel and Local Usage are mandatory for all customers subscribing to the Company's local exchange service offerings. The remaining service elements, enhanced features and toll usage, are optional services available to customers.

3.1.3 Class of Service: The Local Exchange Service Offering is available in two classes of service distinguished by their primary character or nature of use as well as the location to which service is provided: residential or business.

3.1.3.1 Local Exchange Service will be classified as Residential Service where the primary use is for social or domestic purposes and the location to which service is provided is a residence or the bona fide living quarters for a combined residence and business premises.

3.1.3.2 Local Exchange Service will be classified as Business Service where the primary use is for paid commercial, professional or institutional activity and the location to which service is provided is a business or commercial location or the service number is listed as the principal or only number for a business in any telecommunications directory.

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3. Service Descriptions (Cont'd)**3.6 Directory Listings**

The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.

- 3.6.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.
- 3.6.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto. Customer initials or nicknames are allowed.
- 3.6.3 Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.
- 3.6.4 In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.6.5 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer.

This listing is provided at no additional charge.

3.6.6 Additional Directory Listings

	<u>NRC</u> <u>Maximum</u>	<u>MRC</u> <u>Maximum</u>	<u>Tier</u>
Additional Listing			2
Non-published	\$20.00	\$20.00	1-Noncore

- 3.7 Emergency Services (Enhanced 911): Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). Charges for Enhanced 9-1-1 will be a pass through of the charge imposed by the ILEC.

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Community ISP, Inc.
P.U.C.O. NO. 1**3. Service Descriptions (Cont'd)****3.8 Service Connection Assistance****3.8.1 General:**

- 3.11.1.1 Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:
- a. Waiver of applicable deposit requirements under Section 1 of this tariff.
 - b. Full or partial waiver of up to \$60.00 of applicable service connection charges for establishing or re-establishing local exchange service as described in Section 3 of this tariff. (Service Connection Assistance does not apply to network wiring charges).

3.8.2 Regulations

- 3.8.2.1 Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:
- a. Home Energy Assistance Program (HEAP);
 - b. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
 - c. Food Stamps;
 - d. Federal public housing assistance (Section 8); or,
 - e. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).
- 3.8.2.2 The Telephone Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Section 3.8.2.1, above; identifying the specific program or programs from which the customer receives benefits.
- 3.8.2.3 Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
- 3.8.2.4 Service Connection Assistance is available for all grades of service.
- 3.8.2.5 Service Connection Assistance is available for a single telephone line at the customer's principal place of residence.
- 3.8.2.6 Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the Customer's current address.
- 3.8.2.7 Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

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Community ISP, Inc.

P.U.C.O. NO. 1

PRICE LIST**1. Local Exchange Service - Monthly Rates and Charges****1.1 Flat Rate Service****A. Rate Band 1**

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$46.25	\$25.95
Additional Lines	\$46.25	\$25.95

B. Rate Band 2

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$48.00	\$17.95
Additional Lines	\$48.00	\$17.95

C. Rate Band 3

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$49.75	\$18.95
Additional Lines	\$49.75	\$18.95

1.2 Measured Rate Service**A. Rate Band 1**

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$30.25	\$8.80
Additional Lines	\$30.25	\$8.80

B. Rate Band 2

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$32.00	\$9.25
Additional Lines	\$32.00	\$9.25

C. Rate Band 3

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$33.75	\$9.75
Additional Lines	\$33.75	\$9.75

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PRICE SHEET

2. Outbound 1+ and Inbound 8XX Service

Outbound 1+ service: Outgoing long distance service whereby the customer accesses the Company's underlying carrier's network on an equal access or dial-up basis.

Inbound 8XX Service: is an inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location.

Plan Name	<u>TalkCents</u>	<u>HomeUSA</u>	<u>BizSaver</u>
Rate Per Minute:	\$0.049	\$0.045	\$0.049
Initial Billing Increment:	6 seconds	60 seconds	6 seconds
Additional Billing Increments:	6 seconds	60 seconds	6 seconds
8XX Number Monthly Fee:	\$0.490	\$0.490	\$0.490
Monthly Usage Requirement:	\$15.00	\$15.00	4+ lines
Low Usage Fee *	\$0.99	\$0.99	\$0.99

The rate per minute stated above reflects an automatic fifty-percent (50%) discounted rate which remains in effect unless and until the customer becomes delinquent in payment of the account. If an account becomes delinquent, the fifty-percent (50%) discount is null and void and the customer will be charged at the full rate per minute for all future calls. Customer will be notified at the time they sign up for service that if they become delinquent in payments they will be charged the higher rate.

* Applies when monthly usage falls below the monthly usage requirements stated above for the applicable plan. Low usage fees are waived for customers utilizing online billing.

2.1 Travel/Calling Card Rates

\$0.119 per minute.

Billed in 6 second increments or 60 second increments depending on the long distance plan customer is signed up for.

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Community ISP, Inc.
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2.2 Directory Assistance

\$.50 per call.

2.3 Late Payment Penalty

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff.

2.4 Dishonored Check Charge

All customers issuing dishonored check(s) will be charged a fee of \$15.00 per check.

2.4 Special Promotions

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

2.5 Pay Telephone (Payphone) Surcharge

A \$0.60 surcharge will be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

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Community ISP, Inc.
3035 Moffat Road
Toledo, OH 43615
(419) 724-5300

NOTICE OF RESIDENTIAL DISCONNECTION

<<Date>>
<<CustomerName>>
<<Address>>
<<City>><<State>><<Zip>>

<<AccountNo>>
<<AmountPastDue>>

This will serve as notice that Community ISP, Inc. intends to disconnect your <<ServiceType>> telephone service. Community ISP has not received payment for services since <<LastPaymentDate>>. The total amount past due is <<AmountPastDue>>. An additional charge for reconnection may apply if your service is disconnected. Payments to an address other than the one listed above may result in the untimely or improper crediting of your account.

The reasons for disconnection of service are <<DiscoReasons>>. In order to avoid the disconnection, you must take the following action: <<Action>><<AmountDue>>. The earliest date when disconnection will occur is <<DiscoDate>>.

Please note that the total amount due to avoid disconnection of your local service is <<LocalAmountDue>>. Failure to pay the amount required at the company's address above by <<DueDate>> may result in the disconnection of your local service. The total amount due for toll charges is <<TollAmountDue>>. Nonpayment of toll charges may result in the disconnection of toll service, but not in the disconnection of local service. If applicable, the total amount due for non-regulated charges is <<NonRegulatedAmountDue>>. However, nonpayment of non-regulated charges cannot result in the disconnection of local service or regulated toll service.

If you wish to contact Community ISP to discuss your account, please call or send all correspondence to our Customer Service Department at 3005 Moffat Road, Toledo, OH 43615, or call (419) 724-3547 between the hours of 9:00am to 8:00pm EST, weekdays.

If you have a complaint in regard to this disconnection notice that cannot be resolved after you have contacted Community ISP, or if you need general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 800-686-7826 or for TDD/TTY toll free at 1-800-686-1570 from 8:00am to 5:30pm weekdays, or visit www.puco.ohio.gov.

The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 877-742-5622 from 8:00am to 5:00pm weekdays, or visit www.pickocc.org.

<<AccountNumber>>

<<CustomerName>>

Billing Date:	Billing Period	Due Date

COMMUNITY ISP, INC.
3035 MOFFAT ROAD
TOLEDO, OHIO 43615

FOR BILLING INQUIRIES: 1-419-724-5300
FOR SERVICE INQUIRIES: 1-419-724-3547

www.cisp.com

Please remit this bill via U.S. Mail to PO Box <<POBoxNo>>, Toledo, OH <<ZipCode>>.

DESCRIPTION	Rate	Quantity	Amount
Current Month's Charges			
Credits applied to account:			
Unpaid charges from previous bill:			
Late payments:			
Charges for regulated competitive service:			
Charges for local extended area service calls, including any usage-sensitive charges:			
Recurring, fractional or non-basic service charges:			
Charges for non-regulated services or products:			
Taxes and surcharges: [include summary]			
9-1-1 charges:			
An itemization of local and/or toll charges is attached.			

Total Due \$ <<TotalDue>>

Nonpayment of toll charges may result in disconnection of toll service and may be subject to collection actions, but will not result in the disconnection of local service.

If your complaint is not resolved after you have called Community ISP at 1-419-724-3547 or contacted us by email at www.cisp.com. For general utility information, residential and business customers may call the Public Utilities Commission of Ohio, toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570 from 8:00 am to 5:30 p.m. weekdays, or visit www.puco.ohio.gov.

The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit www.pickocc.org.