

# NOWALSKY, BRONSTON & GOTHARD

A Professional Limited Liability Company

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September 26, 2011

*Via Electronic Filing*

Chief Clerk  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215-3793

RE: Community ISP, Inc.  
Detariffing application

Dear Sir or Madam:

Enclosed please find the Detariffing Application and Telecommunications Retail Service Offering Form for Non-BLES Carriers for Community ISP, Inc.

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

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

Sincerely,



Becky Heggelund

Enclosures

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for**  
**DETARIFFING AND RELATED ACTIONS**

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD  
(Effective: 01/20/2011 through 05/20/2011)

In the Matter of the Application of Community ISP, Inc. )  
 )  
to Detariff Services and make other changes related to the )  
Implementation of Case No. 10-1010-TP-ORD )

TRF Docket No. 90-\_\_\_\_\_

Case No. \_\_\_\_ - \_\_\_\_ - **TP - ATA**

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) Community ISP, Inc.

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 3035 Moffat Road, Toledo, OH 43615

Company Web Address www.cisp.com

Regulatory Contact Person(s) Mark Lammert, CPA

Phone (407) 260-1011 Fax (407) 260-1033

Regulatory Contact Person's Email Address mark@csilongwood.com

Contact Person for Annual Report Same as above

Phone \_\_\_\_\_

Address (if different from above) \_\_\_\_\_

Consumer Contact Information Same as above

Phone \_\_\_\_\_

Address (if different from above) \_\_\_\_\_

### Part I – Tariffs

**Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.**

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Part II – Exhibits

**Note that the following exhibits are required for all filings using this form.**

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
<input checked="" type="checkbox"/>	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

**Part III. – Attestation**

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

**AFFIDAVIT**

***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, Community Tsp. Inc, and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 9-23-11 at (Location) Metairie, LA

\*(Signature and Title) Buckey Heppelund (Date) 9-23-11

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

**VERIFICATION**

I, Buckey Heppelund

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title) Buckey Heppelund, Regulatory Asst. (Date) 9-23-11

\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**

***Or***

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

**TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM**

**For Non-BLES Carriers**

**Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD**

**(Effective: 01/20/2011)**

Company Name Community ISP, Inc.

Company Address 3035 Moffat Road, Toledo, OH 43615

Company Web Address www.cisp.com

Regulatory Contact Person Mark Lammert, CPA Phone (407) 260-1011 Fax (407) 260-1033

Regulatory Contact Person's Email Address mark@csilongwood.com

Contact Person for Annual Report Same as above Phone \_\_\_\_\_ Fax \_\_\_\_\_

Consumer Contact Information Same as above Phone \_\_\_\_\_ Fax \_\_\_\_\_

TRF Docket No. 90-9340-TP-TRF

**I. Company Type (Check all applicable):**

Non-BLES CLEC ☒ IXC ☐ Other (explain) \_\_\_\_\_

**II. Services offered (Check all applicable):**

☒ Toll services (intrastate)

Local Exchange Service (i.e., residential or business bundles)

☐ Other (explain) \_\_\_\_\_

**III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):**

☐ Toll Presubscription

☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)\*

☐ N-1-1 Service

☐ Pole Attachment and Conduit Occupancy

☐ Pay Telephone Access Lines

☐ Inmate Operator Service

☐ Telephone Relay Service

\*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

**Part IV. – Attestation**

**Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.**

I am an officer/agent of the carrier/telephone company, Community Tel. Inc., and am authorized to make statements on its behalf.  
(Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Brian Heggenrud, Regulatory Asst  
(Signature and Title)

9-23-11  
(Date)

# Community ISP, Inc.

Exhibit A

Existing Affected Tariff Pages

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

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PUCO NO. 1

**Community ISP, Inc.**

All telephone companies are 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 Minimum Telephone Service Standards. These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

(T)

(T)

Competitive Telecom Services

Page Reference

Local Exchange Services  
Long Distance Services

9  
45

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ISSUED: April 20, 2009

EFFECTIVE: April 21, 2009

Issued under authority of the Public Utilities Commission of Ohio,  
Dated March 30, 2007, in Case No. 07-233-T P -ACE  
Dustin Wade, President  
3035 Moffat Road, Toledo, OH 43615

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

**DESCRIPTION OF SERVICE AREA**

Local Exchange Service will be offered in the Ohio counties served by AT&T Ohio as listed below.

Aberdeen	Dalton	Independence	Murray City
Akron	Danville-Highland	Ironton	Navarre
Alliance	Dayton	Jamestown	Nelsonville
Alton		Jeffersonville	New Carlisle
Arabia	Dayton	Kent	New Holland
Atwater	Donnelsville	Kirtland	New Lexington
Barnesville	Dresden	Lancaster	New Matamoras
Beallsville	Dublin	Leetonia	New Riegel
Beavercreek	Duffy	Leroy	New Waterford
Bedford	East Liverpool	Lewisville	Newcomerstown
Belfast	East Palestine	Lindsey	
Bellbrook	Enon	Lisbon	Newport
Belpre	Fairborn	Lockbourne	Niles
Berea	Findlay	London	North Canon
Bethesda	Fletcher-Lena	Louisville	North Hampton
Bloomington	Fostoria	Lowellville	North Lima
Bloomington	Franklin	Magnolia-	North Royalton
Bowersville	Fremont	Waynesburg	Norwich
Burton	Fultonham	Manchester (SUM)	Olmsted Falls
Canal Fulton	Gahanna	Mantua	Painesville
Canal Winchester	Gallipolis	Marietta	Perrysburg
Canfield	Gates Mills	Marlboro	Philo
Canton	Girard	Marshall	Piqua
Carroll	Glenford	Martins Ferry-	Pitchin
Castalia	Gnadenhutten	Bridgeport	Rainsboro
Cedarville	Graysville	Massillon	Ravenna
Centerville	Greensberg	Maumee	Reynoldsburg
Chagrin Falls	Grove City	Medway	Rio Grande
Cheshire	Groveport	Mentor	Ripley
Chesterland	Guyan	Miamisburg-West	Rogers
Christiansburg	Harrisburg	Carrollton	Rootstown
Cleveland	Hartville	Middletown	Roseville
Columbiana	Hillcrest	Milledgeville	Rushville
Columbus	Hilliard	Mingo Junction	Salem
Conesville	Hillsboro	Mogadore	Salineville
Corning	Holland	Monroe	Sandusky
Coshocton	Hubbard	Montrose	Sebring

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**DESCRIPTION OF SERVICE AREA**

Local Exchange Service will be offered in the Ohio counties served by AT&T Ohio as listed below.

Sedalia	Willoughby
Sharon	Winchester
Shawnee	Woodsfield
Somerset	Worthington
South Charleston	Xenia
South Solon	Yellow Springs-Clifton
South Vienna	Youngstown
Spring Valley	Zanesville
Springfield	
St. Clairsville	
Steubenville	
Strongsville	
Sugar Grove	
Sugar Tree RidgeTerrace	
Thornville	
Tiffin	
Toledo	
Toronto	
Tremont City	
Trenton	
Trinity	
Ulrichsville	
Uniontown	
Upper Sandusky	
Vandalia	
Victory	
Vinton	
Walnut	
Washington Cour House	
Wellsville	
West Jefferson	
West Lafayette	
Westerville	
Whitehouse	
Wickliffe	

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**Community ISP, Inc.**

P.U.C.O. NO. 1

**DESCRIPTION OF SERVICE AREA**

Local Exchange Service will be offered in the Ohio counties served by Verizon North as listed below.

Adena	Catawba	Grand Rapids	Marblehead
Albany	Celina	Gratis	Maria Stein
Amanda	Chatham	Green Camp	Marion
Amesville	Chauncey	Greenfield	Martinsville
Amsterdam	Chesapeake	Greenwich	McArthur
Antwerp	Cheshire Center	Guysville	McComb
Arlington	Circleville	Hamersville	Mechanicsburg
Ashland	Clarksville	Hanoverton	Mechanicstown
Ashley	Clyde	Harlem Springs	Medina
Ashville	Coldwater	Harpster	Mendon
Athens	Congress	Haskins-Tontogany	Milan
Attica	Convoy	Hayesville	Millersport
Baltic	Cooperdale	Helena	Mineral City
Baltimore	Crestline	Hicksville	Minerva
Barlow	Creston	Higginsport	Minster
Beach City	Curtice-Oregon	Homerville	Monroeville
Beaver	Decatur	Homeworth	Montpelier
Bellevue	Delaware	Huron	Montrose
Bergholz	Dellroy	Idaho	Morning Sun
Berlin	Dexter City	Jackson	Morril
Berlin Heights	Dillonvale-Mt.	Jenera	Mowrystown
Bettsville	Pleasant	Jewett	Mt. Blanchard
Beverly	East Rochester	Kelleys Island	Mt. Orab
Blanchester	Edgerton	Kilbourne	Nevada
Bloomville	Edon	Knoxville	New Bremen
Bolivar	Elmore	Lakeville	New Burlington
Bowerston	Englewood	LaRue	New Concord
Bowling Green	Evansport	Laura	New Lebanon
Bremen	Farmersville	Laurelville	New London
Brewster	Fayette	Leesburg	New Marshfield
Brilliant	Felicity	Letart Falls	New Philadelphia
Brookville	Flushing	Lewisburg	New Vienna
Brunswick	Forest	Liberty	New Washington
Bryan	Fort Recovery	Lodi	Ney
Burbank	Freeport	Logan	North Baltimore
Byesville	Galion	Loudonville	North Eaton
Cadiz	Garrettsville	Lowell	North Georgetown
Caldwell	Genoa	Lower Salem	North Star
Cambridge	Georgetown	Lynchburg	Norwalk
Carey	Gibsonburg	Malvern	Oak Harbor
Carrollton	Grafton	Manchester	Oak Hill

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---

Oberlin  
Ohio City  
Ostrander  
Oxford

**DESCRIPTION OF SERVICE AREA**

Local Exchange Service will be offered in the Ohio counties served by Verizon North as listed below.

Paris	Shade	West Unity
Payne	Sharon Center	Wharton
Peebles	Sinking Spring	Wilkesville
Pemberville	Smithfield	Willard
Perrysville	Spencer	Williamsport
Phillipsburg	Spencerville	Willshire-Wren
Piketon	St. Henry	Wilmington
Pioneer	St. Marys	Wilmot
Plain City	Strasburg	Winona
Pleasantville	Sugarcreek	Woodstock
Plymouth	Summerfield	Yorkshire
Polk	Sylvania	
Pomeroy	The Plains	
Port Clinton	Tiltsville	
Portland	Tipp City	
Portsmouth	Trotwood	
Port William	Troy-Tipp City	
Prospect	Troy	
Put-In-Bay	Valley City	
Radnor	Van Buren	
Rathbone	Wadsworth	
Rawson	Wakeman	
Red Haw	Waldo	
Republic	Warsaw	
Resaca	Watertown	
Richmond	Waverly	
Richwood	Wayne-Bradner	
Russellville	Wellington	
Sabina	Wellston	
Sardinia	West Alexandria	
Savannah	Westfield Center	
Scio	West Milton	
Scott	Weston	
Seaman	West Salem	
Seville	West Union	

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P.U.C.O. NO. 1

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CHECK SHEET

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

Page	Revision
1	1 <sup>st</sup> Revised*
2	Original
3	Original
4	Original
5	Original
6	2 <sup>nd</sup> Revised*
7	2 <sup>nd</sup> Revised*
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original

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CHECK SHEET-CONT'D

Page	Revision
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original
34	Original
35	Original
36	Original
37	Original
38	Original
39	Original
40	1 <sup>st</sup> Revised*
41	1 <sup>st</sup> Revised*
41.1	Original
41.2	Original
41.3	Original
41.4	Original
41.5	Original
41.6	Original
42	Original
43	Original
44	Original
45	Original
46	Original
47	Original
48	Original
49	1 <sup>st</sup> Revised*
50	1 <sup>st</sup> Revised*
51	1 <sup>st</sup> Revised*
52	1 <sup>st</sup> Revised*
53	Original
54	Original
55	Original
56	Original
57	Original
58	Original

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---

RESERVED FOR FUTURE USE

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

**TABLE OF CONTENTS**

TITLE SHEET .....	1
DESCRIPTION OF SERVICE AREA .....	2
CHECK SHEET .....	6
TABLE OF CONTENTS .....	9
EXPLANATION OF SYMBOLS .....	11
APPLICATION OF TARIFF .....	12
1. DEFINITIONS .....	13
2. REGULATIONS .....	17
2.1 Undertaking of the Company .....	17
2.1.1 Scope .....	17
2.1.2 Shortage of Equipment or Facilities .....	17
2.1.3 Terms and Conditions .....	17
2.1.4 Liability of the Company .....	18
2.1.5 Notification of Service-Affecting Activities .....	22
2.1.6 Provision of Equipment & Facilities .....	23
2.1.7 Non-routine Installation .....	24
2.1.8 Ownership of Facilities .....	24
2.1.9 Telecommunications Service Priority .....	24
2.2 Prohibited Uses .....	24
2.3 Obligations of the Customer .....	24
2.3.1 General .....	25
2.3.2 Claims .....	27
2.4 Customer Equipment and Channels .....	27
2.4.1 General .....	27
2.4.2 Station Equipment .....	27
2.4.3 Interconnection of Facilities .....	28
2.4.4 Inspections .....	28
2.5 Payment Arrangements .....	29
2.5.1 Payment for Service .....	29
2.5.2 Billing and Collection of Charges .....	29
2.5.3 Disputed Bills .....	30
2.5.4 Advance Payments .....	30
2.5.5 Deposits .....	31
2.5.6 Discontinuance of Service .....	32
2.6 Allowances for Interruptions in Service .....	32
2.6.1 Credit for Interruptions .....	32
2.6.2 Limitations on Allowances .....	32
2.6.3 Use of Alternative Service Provided by the Company .....	32
2.7 Cancellation of Service .....	34
2.7.1 Cancellation of Application for Service .....	34
2.7.2 Cancellation of Service by the Customer .....	34

ISSUED: April 20, 2009

EFFECTIVE: April 21, 2009

Issued under authority of the Public Utilities Commission of Ohio,  
Dated March 30, 2007, in Case No. 07-233-T P -ACE  
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P.U.C.O. NO. 1

## TABLE OF CONTENTS (Cont'd)

	PAGE NO.
2. REGULATIONS (Cont'd)	
2.8 Transfers and Assignments .....	34
2.9 Notices and Communications .....	35
2.10 Universal Emergency Number Service – 9-1-1 .....	36
3. SERVICE DESCRIPTIONS .....	37
3.1 Local Exchange Service .....	37
3.1.1 Local Calling Areas .....	37
3.1.2 General .....	37
3.1.3 Class of Service .....	37
3.1.4 Basic Service .....	38
3.1.5 Optional Calling Features .....	38
3.2 Local Exchange Service – Rates and Charges .....	38
3.3 Reconnection Charges .....	41
3.4 Customer Requested Call Blocking .....	42
3.5 Directory Assistance .....	42
3.5.1 Charges .....	42
3.5.2 Credits .....	42
3.6 Directory Listings .....	43
3.6.1 Limits .....	43
3.6.2 Refusals .....	43
3.6.3 Designations .....	43
3.6.4 General .....	43
3.6.5 Primary Listing .....	43
3.6.6 Additional Directory Listings .....	43
3.7 Emergency Services (Enhanced 911) .....	44
3.8 Service Connection Assistant .....	44
3.8.1 General .....	44
3.8.2 Regulations .....	44
4. LONG DISTANCE SERVICES .....	45
5. PRIVATE LINE DATA SERVICES .....	46
6. PROMOTIONAL OFFERINGS .....	46
7. RESERVED FOR FUTURE USE .....	46
8. SERVICE AREA MAP .....	47

ISSUED: April 20, 2009

EFFECTIVE: April 21, 2009

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P.U.C.O. NO. 1

---

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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P.U.C.O. NO. 1

---

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Community ISP, Inc. to customers within the service areas defined herein. This tariff is effective for local exchange services only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

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**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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---

1. Definitions (contd.)

Company: Community ISP, Inc., 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 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.

Interexchange Utility: A utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

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.

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

---

1. Definitions (Cont'd)

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 dialtone).

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.

Non-Recurring 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.

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: 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.

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1. Definitions (Cont'd)

**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 Service Orders be executed by the Customer prior to initiating service.

**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.

**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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**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.

2.1.3.2 Business Customers may be required to enter into written or verbal 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.

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2. Regulations (contd.)

2.1 Undertaking of the Company (contd.)

2.1.3.3 At the expiration of the initial term specified in each Business Customer 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 or oral notification. 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.

Inclusion of early termination liability by the company in this tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

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.

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.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

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.

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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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- 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. The Company will comply with MTSS and Commission orders regarding acts of God.
- 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.
- 2.1.4.7 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from special construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.1.4.8 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.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.9 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".

2.1.4.10 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.

2.1.4.11 Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clauses.

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. Credits will be applied in accordance with Minimum Telephone Service Standards (MTSS). 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.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

2.1.6.1 Where construction is required, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff, and in accordance with OAC 4901:1-5-16. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 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.

2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.4 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.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

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.

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.

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2. Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 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.

(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;

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (contd.)

2.3.1 The Customer shall be responsible for: (contd.)

(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;

(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.

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

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's underlying carrier(s).

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment.

No credit will be allowed for any interruptions occurring during such inspections. Credits will be made in accordance with the MTSS.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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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

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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 1-419-724-5300 or by writing to Community ISP, 3035 Moffat Road, Toledo, OH 43615. 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.

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

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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

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits (contd.)

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 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

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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 tariff 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.



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

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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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P.U.C.O. NO. 1

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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.

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

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

**3. Service Descriptions (Cont'd)****3.1 Local Exchange Service (Cont'd)**

- 3.1.4 Basic Service - provides the Customer with a single, voice-grade analog communications channel with a single telephone number. Basic Local Exchange Service includes the following features as standard:

Touchtone Dialing  
One Directory Listing plus One Directory  
Presubscription (both IntraLATA and InterLATA)  
Calling number delivery blocking/per call  
Toll restriction  
900/976 Blocking, upon request

- 3.1.5 Optional Calling Features – are a set of optional features which may be available to the Company's local exchange service Customers to provide additional calling functionality. The Company offers the optional features specified in the Price List.

**3.2 Local Exchange Service - Rates and Charges**

A Local Exchange Service Customer will be charged any applicable Non-Recurring Charges, monthly Recurring Charges and Message charges as specified in the Price List. Maximum rates are set forth for all Tier 1 services listed below:

**3.2.1 Local Flat Rate Service****A. Rate Band 1**

	Business MRC <u>Actual</u>	Business MRC <u>Maximum</u>	Resi MRC <u>Actual</u>	Resi MRC <u>Maximum</u>	Tier
First Line	\$46.25	\$100.00	\$25.95	\$50.00	1-Core
Second and Third Lines	\$46.25	\$100.00	\$25.95	\$50.00	1-Noncore
Fourth Line and above	\$46.25	-	\$25.95		2

**B. Rate Band 2**

	Business MRC <u>Actual</u>	Business MRC <u>Maximum</u>	Resi MRC <u>Actual</u>	Resi MRC <u>Maximum</u>	Tier
First Line	\$48.00	\$100.00	\$17.95	\$50.00	1-Core
Second and Third Lines	\$48.00	\$100.00	\$17.95	\$50.00	1-Noncore
Fourth Line and above	\$48.00	-	\$17.95		2

**C. Rate Band 3**

	Business MRC <u>Actual</u>	Business MRC <u>Maximum</u>	Resi MRC <u>Actual</u>	Resi MRC <u>Maximum</u>	Tier
First Line	\$49.75	\$100.00	\$18.95	\$50.00	1-Core
Second and Third Lines	\$49.75	\$100.00	\$18.95	\$50.00	1-Noncore
Fourth Line and above	\$49.75	-	\$18.95		2

**3. Service Descriptions (Cont'd)**

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**Community ISP, Inc.**

P.U.C.O. NO. 1

**3.2 Local Exchange Service Rates and Charges (Cont'd)****3.2.2 Basic Local Measured Rate Services**

(T)

**A. Rate Band 1**

	<u>Business MRC</u> <u>Actual</u>	<u>Business MRC</u> <u>Maximum</u>	<u>Resi MRC</u> <u>Actual</u>	<u>Resi MRC</u> <u>Maximum</u>	<u>Tier</u>
First Line	\$30.25	\$100.00	\$8.80	\$50.00	1-Core
Second and Third Lines	\$30.25	\$100.00	\$8.80	\$50.00	1-Noncore
Fourth Line and above	\$30.25	-	\$8.80	-	2

**B. Rate Band 2**

	<u>Business MRC</u> <u>Actual</u>	<u>Business MRC</u> <u>Maximum</u>	<u>Resi MRC</u> <u>Actual</u>	<u>Resi MRC</u> <u>Maximum</u>	<u>Tier</u>
First Line	\$32.00	\$100.00	\$9.25	\$50.00	1-Core
Second and Third Lines	\$32.00	\$100.00	\$9.25	\$50.00	1-Noncore
Fourth Line and above	\$32.00	-	\$9.25	-	2

**C. Rate Band 3**

	<u>Business MRC</u> <u>Actual</u>	<u>Business MRC</u> <u>Maximum</u>	<u>Resi MRC</u> <u>Actual</u>	<u>Resi MRC</u> <u>Maximum</u>	<u>Tier</u>
First Line	\$33.75	\$100.00	\$9.75	\$50.00	1-Core
Second and Third Lines	\$33.75	\$100.00	\$9.75	\$50.00	1-Noncore
Fourth Line and above	\$33.75-	-	\$9.75	-	2

**3.2.3 Non-Recurring Charges**

	<u>Business NRC</u>	<u>Resi NRC</u>	<u>Maximum</u>	<u>Tier</u>
Exchange Access Line, 1 <sup>st</sup> Line	\$49.75	\$25.70	\$100.00	1-Core
Exchange Access Line, 2 <sup>nd</sup> - 3 <sup>rd</sup> Lines	\$49.75	\$25.70	\$100.00	1-Noncore
Service Change, 1 <sup>st</sup> Line	\$12.25	\$12.25	\$100.00	1-Core
Service Change 2 <sup>nd</sup> - 3 <sup>rd</sup> Lines	\$12.25	\$12.25	\$100.00	1-Noncore

(T)

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

3. Service Descriptions (Cont'd)

3.2 Local Exchange Service Rates and Charges (Cont'd)

3.2.4 Custom Calling Service Features

Charges per line:

	Bus. MRC	Bus. NRC	Resi MRC	Resi NRC	Maximum	Tier
Call Forwarding (CF) Variable	(D)	(D)	\$4.00	\$8.50	-	2
CF Anywhere	(D)	(D)	\$5.00	\$8.50	-	2
CF Don't Answer	(D)	(D)	\$1.75	\$8.50	-	2
CF Busy Line	(D)	(D)	\$1.75	\$8.50	-	2
Call Waiting	\$5.75	\$8.50	\$6.00	\$8.50	\$20.00 \$20.00	1-Noncore
Call Waiting Deluxe	(D)	(D)	\$6.00	\$8.50		2
Three-way Calling	(D)	(D)	\$4.00	\$8.50		2
Speed Calling - 8 number	(D)	(D)	\$4.00	\$8.50		2
Speed Calling - 30 number	(D)	(D)	\$4.00	\$8.50		2
Call Transfer	(D)	(D)	\$4.00	\$8.50		2
Talking Call Waiting	N/A		\$3.00	\$8.50		2
Message Waiting Indicator	(D)	(D)	\$4.00	\$8.50		
Distinctive Ring						
1 number	(D)	(D)	\$4.00	\$8.50		2
2 numbers	(D)	(D)	\$4.00	\$8.50		2

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

3. Service Descriptions (Cont'd)

3.2 Local Exchange Service Rates and Charges (Cont'd)

3.2.5 Advanced Custom Calling Features

					<u>Maximum</u>		
	<u>Bus.</u> <u>MRC</u>	<u>Bus.</u> <u>NRC</u>	<u>Resi</u> <u>MRC</u>	<u>Resi</u> <u>NRC</u>	<u>MRC</u>	<u>NRC</u>	<u>Tier</u>
Repeat Dialing	(D)	(D)	\$4.00	\$8.50	-	-	2
Priority Call	(D)	(D)	\$4.00	\$8.50	-	-	2
Priority Forward	(D)	(D)	\$4.00	\$8.50	-	-	2
Call Block	(D)	(D)	\$4.00	\$8.50	-	-	2
Call Return	(D)	(D)	\$4.00	\$8.50	-	-	2
Caller ID	(D)	(D)	\$7.00	\$8.50	-	-	2
Per Call Number Privacy	N/C	N/A	N/C	N/A	N/C	N/A	1-Core
Per Line Number Privacy							
Each non-published line, on request	N/C	(D)	N/C	\$6.50	\$20.00	\$20.00	1-Noncore
Each line other than non-published	(D)	(D)	\$1.00	\$6.50	\$20.00	\$20.00	1-Noncore
Call Trace	N/A	(D)	N/C	\$6.50	\$20.00	\$20.00	1-Noncore
Calling Name (w/ ACR)	(D)	(D)	\$7.50	\$8.50	-	-	2
Calling Name and Number (w/ ACR) (D)	(D)	(D)	\$7.00	\$8.50	-	-	2
Anonymous Call Rejection (ACR) (D)	(D)	(D)	\$4.00	\$8.50	-	-	2
Reveal Privacy Management	(D)	(D)	\$4.00	\$8.50	-	-	2
Quiet Time	(D)	(D)	\$4.00	\$8.50	-	-	2

Pay Per Use

	<u>Business</u>	<u>Residential</u>	<u>Maximum</u>
Call Trace, successful	(D)	\$1.50	\$5.00

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

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3.2.6 Faster Processing, LLC Rates (cont'd)

(D)

3.2.6.1 Faster Processing LLC rates (Cont'd)

(D)

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

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3.2.6 Faster Processing, LLC Rates (cont'd)

(D)

3.2.6.2 Local Exchange Service Rates - Faster Processing customers

(D)

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

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3.2.6 Faster Processing, LLC Rates (cont'd)

3.2.6.2 Local Exchange Service Rates - Faster Processing Customers

(D)

(D)

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

---

3.2.6 Faster Processing, LLC Rates (cont'd)

(D)

(D)

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P.U.C.O. NO. 1

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3.2.6 Faster Processing, LLC Rates (cont'd)

(D)

(D)

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P.U.C.O. NO. 1

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3. Service Descriptions (Cont'd)

3.2 Local Exchange Service Rates and Charges (Cont'd)

(D)

(D)

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P.U.C.O. NO. 1

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### 3. Service Descriptions (Cont'd)

#### 3.4 Customer Requested Call Blocking

Charge waived for residence customers. Charge waived for nonresidence customers when ordered at the same time access line established or transferred, or during the 60-day period after inception of service.

	<u>Tier</u>
Per line, per request	2

#### 3.5 Directory Assistance

A Customer may obtain Directory Assistance (DA) in determining telephone numbers within or outside of its local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges. Directory Assistance includes the option for call completion to the requested number at an additional charge as specified below. The Call Completion option provides, when selected by the customer, for the automatic dialing of the requested number.

##### 3.5.1 Each call to Directory Assistance will be charged as follows:

	<u>Per call</u>	<u>Tier</u>
Local DA usage, Per call	\$0.50	2
National DA service	\$0.50	2
DA Call Completion	\$0.50	2

##### 3.5.2 A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify Company's Customer Service representative.

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

### 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

	Actual NRC	Actual MRC	NRC Maximum	MRC Maximum	Tier
Additional Listing	\$12.37	\$4.50	-	-	2
Non-published	\$12.37	\$1.96	\$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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EFFECTIVE: April 21, 2009

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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 3.5.2.1, 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

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8. Service Area Maps

8.1 AT&T Ohio Service Area Map

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P.U.C.O. NO. 1

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8. Service Area Maps (contd.)

8.2 Verizon North Service Area

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P.U.C.O. NO. 1

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

PRICE LIST

2. Non-Recurring Charges

	<u>Business NRC</u>	<u>Residence NRC</u>
Exchange Access Line, per line	\$49.75	\$25.70
Service Change	\$12.25	\$12.25

3. Custom Calling Service Features

Charges per line:

	<u>Business</u>		<u>Residence</u>	
	<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
Call Forwarding (CF) Variable	(D)	(D)	\$4.00	\$8.50
CF Anywhere	(D)	(D)	\$5.00	\$8.50
CF Don't Answer	(D)	(D)	\$1.75	\$8.50
CF Busy Line	(D)	(D)	\$1.75	\$8.50
Call Waiting	(D)	(D)	\$6.00	\$8.50
Call Waiting Deluxe	(D)	(D)	\$6.00	\$8.50
Three-way Calling	(D)	(D)	\$4.00	\$8.50
Speed Calling - 8 number	(D)	(D)	\$4.00	\$8.50
Speed Calling - 30 number	(D)	(D)	\$4.00	\$8.50
Call Transfer	(D)	(D)	\$4.00	\$8.50
Talking Call Waiting	N/A	-	\$3.00	\$8.50
Message Waiting Indicator	(D)	(D)	\$0.25	\$8.50
Distinctive Ring				
1 number	(D)	(D)	\$4.00	\$8.50
2 numbers	(D)	(D)	\$4.00	\$8.50

Pay Per Use

	<u>Business</u>	<u>Residential</u>
Three-way Calling	(D)	\$0.95

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

PRICE LIST

4. Advanced Custom Calling Features

	Business		Residence	
	MRC	NRC	MRC	NRC
Repeat Dialing	(D)	(D)	\$4.00	\$8.50
Priority Call	(D)	(D)	\$4.00	\$8.50
Priority Forward	(D)	(D)	\$4.00	\$8.50
Call Block	(D)	(D)	\$4.00	\$8.50
Call Return	(D)	(D)	\$4.00	\$8.50
Caller ID	(D)	(D)	\$7.00	\$8.50
Per Call Number Privacy	N/C	N/A	N/C	N/A
Per Line Number Privacy				
Each non-published line, on request	N/C	(D)	N/C	\$6.50
Each line other than non-published	(D)	(D)	\$1.00	\$6.50
Call Trace	N/A	(D)	N/C	\$6.50
Calling Name (w/ ACR)	(D)	(D)	\$7.00	\$8.50
Calling Name and Number (w/ ACR)	(D)	(D)	\$7.00	\$8.50
Anonymous Call Rejection (ACR)	(D)	(D)	\$4.00	\$8.50
Reveal Privacy Management	(D)	(D)	\$4.00	\$8.50
Quiet Time	N/A	N/A	\$4.00	\$8.50

Pay Per Use

	Business	Residential
Repeat Dialing	(D)	\$0.95
Call Return	(D)	\$0.95
Call Trace, successful	(D)	\$1.50

5. Directory Assistance

Each call to Directory Assistance will be charged as follows:

	Per Call
Local DA	\$0.50

6. Dishonored Check Charge

\$20.00 per occurrence.

7. Directory Listings

	NRC	MRC
Additional Listing	\$12.37	\$4.50
Non-published	\$12.37	\$1.96

8. Customer Requested Call Blocking

Charge waived for residence customers. Charge waived for nonresidence customers when ordered at the same time access line established or transferred, or during the 60-day period after inception of service.

	Business	Residence
Per line, per request	(D)	\$11.80

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

---

**PRICE SHEET**

(D)

(D)

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EFFECTIVE: April 21, 2009

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

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(D)

**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.

(D)

(D)

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EFFECTIVE: April 21, 2009

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# Community ISP, Inc.

Exhibit B

Proposed Revised Tariff Pages

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

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PUCO NO. 1

**Community ISP, Inc.**

All telephone companies are 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 Minimum Telephone Service Standards. These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

Competitive Telecom Services

Page Reference

Local Exchange Services  
Long Distance Services

9  
45

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ISSUED: September 27, 2011

EFFECTIVE: September 27, 2011

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

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**DESCRIPTION OF SERVICE AREA**

Local Exchange Service will be offered in the Ohio counties served by AT&T Ohio as listed below.

Aberdeen	Coshocton	Holland	Mogadore
Akron	Dalton	Hubbard	Monroe
Alliance	Danville-Highland	Independence	Montrose
Alton	Dayton	Ironton	Murray City
Arabia		Jamestown	Navarre
Atwater	Dayton	Jeffersonville	Nelsonville
Barnesville	Donnelsville	Kent	New Carlisle
Beallsville	Dresden	Kirtland	New Holland
Beavercreek	Dublin	Lancaster	New Lexington
Bedford	Duffy	Leetonia	New Matamoras
Belfast	East Liverpool	Leroy	New Riegel
Bellbrook	East Palestine	Lewisville	New Waterford
Belpre	Enon	Lindsey	Newcomerstown
Berea	Fairborn	Lisbon	
Bethesda	Findlay	Lockbourne	Newport
Bloomington	Fletcher-Lena	London	Niles
Bloomington	Fostoria	Louisville	North Canon
Bowersville	Franklin	Lowellville	North Hampton
Burton	Fremont	Magnolia-	North Lima
Canal Fulton	Fultonham	Waynesburg	North Royalton
Canal Winchester	Gahanna	Manchester (SUM)	Norwich
Canfield	Gallipolis	Mantua	Olmsted Falls
Canton	Gates Mills	Marietta	Painesville
Carroll	Girard	Marlboro	Perrysburg
Castalia	Glenford	Marshall	Philo
Cedarville	Gnadenhutten	Martins Ferry-	Piqua
Centerville	Graysville	Bridgeport	Pitchin
Chagrin Falls	Greensburg	Massillon	Rainsboro
Cheshire	Grove City	Maumee	Ravenna
Chesterland	Groveport	Medway	Reynoldsburg
Christiansburg	Guyan	Mentor	Rio Grande
Cleveland	Harrisburg	Miamisburg-West	Ripley
Columbiana	Hartville	Carrollton	Rogers
Columbus	Hillcrest	Middletown	Rootstown
Conesville	Hilliard	Milledgeville	Roseville
Corning	Hillsboro	Mingo Junction	Rushville

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Salem  
Salineville  
Sandusky  
Sebring

**DESCRIPTION OF SERVICE AREA**

Local Exchange Service will be offered in the Ohio counties served by AT&T Ohio as listed below.

Sedalia	West Jefferson
Sharon	West Lafayette
Shawnee	Westerville
Somerset	Whitehouse
South Charleston	Wickliffe
South Solon	Willoughby
South Vienna	Winchester
Spring Valley	Woodsfield
Springfield	Worthington
St. Clairsville	Xenia
Steubenville	Yellow Springs-Clifton
Strongsville	Youngstown
Sugar Grove	Zanesville
Sugar Tree RidgeTerrace	
Thornville	
Tiffin	
Toledo	
Toronto	
Tremont City	
Trenton	
Trinity	
Ulrichsville	
Uniontown	
Upper Sandusky	
Vandalia	
Victory	
Vinton	
Walnut	
Washington Cour House	
Wellsville	

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DESCRIPTION OF SERVICE AREA

Local Exchange Service will be offered in the Ohio counties served by Verizon North as listed below.

Adena	Carrollton	Gibsonburg	Lynchburg
Albany	Catawba	Grafton	Malvern
Amanda	Celina	Grand Rapids	Manchester
Amesville	Chatham	Gratis	Marblehead
Amsterdam	Chauncey	Green Camp	Maria Stein
Antwerp	Chesapeake	Greenfield	Marion
Arlington	Cheshire Center	Greenwich	Martinsville
Ashland	Circleville	Guysville	McArthur
Ashley	Clarksville	Hamersville	McComb
Ashville	Clyde	Hanoverton	Mechanicsburg
Athens	Coldwater	Harlem Springs	Mechanicstown
Attica	Congress	Harpster	Medina
Baltic	Convoy	Haskins-Tontogany	Mendon
Baltimore	Cooperdale	Hayesville	Milan
Barlow	Crestline	Helena	Millersport
Beach City	Creston	Hicksville	Mineral City
Beaver	Curtice-Oregon	Higginsport	Minerva
Bellevue	Decatur	Homerville	Minster
Bergholz	Delaware	Homeworth	Monroeville
Berlin	Dellroy	Huron	Montpelier
Berlin Heights	Dexter City	Idaho	Montrose
Bettsville	Dillonvale-Mt.	Jackson	Morning Sun
Beverly	Pleasant	Jenera	Morril
Blanchester	East Rochester	Jewett	Mowrystown
Bloomville	Edgerton	Kelleys Island	Mt. Blanchard
Bolivar	Edon	Kilbourne	Mt. Orab
Bowerston	Elmore	Knoxville	Nevada
Bowling Green	Englewood	Lakeville	New Bremen
Bremen	Evansport	LaRue	New Burlington
Brewster	Farmersville	Laura	New Concord
Brilliant	Fayette	Laurelville	New Lebanon
Brookville	Felicity	Leesburg	New London
Brunswick	Flushing	Letart Falls	New Marshfield
Bryan	Forest	Lewisburg	New Philadelphia
Burbank	Fort Recovery	Liberty	New Vienna
Byesville	Freeport	Lodi	New Washington
Cadiz	Galion	Logan	Ney
Caldwell	Garrettsville	Loudonville	North Baltimore
Cambridge	Genoa	Lowell	North Eaton
Carey	Georgetown	Lower Salem	North Georgetown

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North Star  
Norwalk  
Oak Harbor  
Oak Hill  
Oberlin  
Ohio City  
Ostrander  
Oxford

**DESCRIPTION OF SERVICE AREA**

Local Exchange Service will be offered in the Ohio counties served by Verizon North as listed below.

Paris	Savannah	Waverly
Payne	Scio	Wayne-Bradner
Peebles	Scott	Wellington
Pemberville	Seaman	Wellston
Perrysville	Seville	West Alexandria
Phillipsburg	Shade	Westfield Center
Piketon	Sharon Center	West Milton
Pioneer	Sinking Spring	Weston
Plain City	Smithfield	West Salem
Pleasantville	Spencer	West Union
Plymouth	Spencerville	West Unity
Polk	St. Henry	Wharton
Pomeroy	St. Marys	Wilkesville
Port Clinton	Strasburg	Willard
Portland	Sugarcreek	Williamsport
Portsmouth	Summerfield	Willshire-Wren
Port William	Sylvania	Wilmington
Prospect	The Plains	Wilmot
Put-In-Bay	Tiltonsville	Winona
Radnor	Tipp City	Woodstock
Rathbone	Trotwood	Yorkshire
Rawson	Troy-Tipp City	
Red Haw	Troy	
Republic	Valley City	
Resaca	Van Buren	
Richmond	Wadsworth	
Richwood	Wakeman	
Russellville	Waldo	
Sabina	Warsaw	
Sardinia	Watertown	

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ISSUED: September 27, 2011

EFFECTIVE: September 27, 2011

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

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CHECK SHEET

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

Page	Revision
1	2 <sup>nd</sup> Revised*
2	1 <sup>st</sup> Revised*
3	1 <sup>st</sup> Revised*
4	1 <sup>st</sup> Revised*
5	1 <sup>st</sup> Revised
6	3 <sup>rd</sup> Revised*
7	3 <sup>rd</sup> Revised*
8	1 <sup>st</sup> Revised*
9	1 <sup>st</sup> Revised*
10	1 <sup>st</sup> Revised*
11	1 <sup>st</sup> Revised*
12	1 <sup>st</sup> Revised*
13	1 <sup>st</sup> Revised*
14	1 <sup>st</sup> Revised*
15	1 <sup>st</sup> Revised*
16	1 <sup>st</sup> Revised*
17	1 <sup>st</sup> Revised*
18	1 <sup>st</sup> Revised*
19	1 <sup>st</sup> Revised*
20	1 <sup>st</sup> Revised*
21	1 <sup>st</sup> Revised*
22	1 <sup>st</sup> Revised*
23	1 <sup>st</sup> Revised*
24	1 <sup>st</sup> Revised*
25	1 <sup>st</sup> Revised*

---

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

---

CHECK SHEET-CONT'D

Page	Revision
26	1 <sup>st</sup> Revised*
27	1 <sup>st</sup> Revised*
28	1 <sup>st</sup> Revised*
29	1 <sup>st</sup> Revised*
30	1 <sup>st</sup> Revised*
31	1 <sup>st</sup> Revised*
32	1 <sup>st</sup> Revised*
33	1 <sup>st</sup> Revised*
34	1 <sup>st</sup> Revised*
35	1 <sup>st</sup> Revised*
36	1 <sup>st</sup> Revised*
37	1 <sup>st</sup> Revised*
38	1 <sup>st</sup> Revised*
39	1 <sup>st</sup> Revised*
40	2 <sup>nd</sup> Revised*
41	2 <sup>nd</sup> Revised*
41.1	1 <sup>st</sup> Revised*
41.2	1 <sup>st</sup> Revised*
41.3	1 <sup>st</sup> Revised*
41.4	1 <sup>st</sup> Revised*
41.5	1 <sup>st</sup> Revised*
41.6	1 <sup>st</sup> Revised*
42	1 <sup>st</sup> Revised*
43	1 <sup>st</sup> Revised*
44	1 <sup>st</sup> Revised*
45	1 <sup>st</sup> Revised*
46	1 <sup>st</sup> Revised*
47	1 <sup>st</sup> Revised*
48	1 <sup>st</sup> Revised*
49	2 <sup>nd</sup> Revised*
50	2 <sup>nd</sup> Revised*
51	2 <sup>nd</sup> Revised*
52	2 <sup>nd</sup> Revised*
53	1 <sup>st</sup> Revised*

---

ISSUED: September 27, 2011

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RESERVED FOR FUTURE USE

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

---

TABLE OF CONTENTS

TITLE SHEET .....	1
DESCRIPTION OF SERVICE AREA .....	2
CHECK SHEET .....	6
TABLE OF CONTENTS .....	9
EXPLANATION OF SYMBOLS .....	11
APPLICATION OF TARIFF .....	12
1. DEFINITIONS .....	13
2. REGULATIONS .....	17
2.1 Undertaking of the Company .....	17
2.1.1 Scope .....	17
2.1.2 Shortage of Equipment or Facilities .....	17
2.1.3 Terms and Conditions .....	17
2.1.4 Liability of the Company .....	18
2.1.5 Notification of Service-Affecting Activities .....	22
2.1.6 Provision of Equipment & Facilities .....	23
2.1.7 Non-routine Installation .....	24
2.1.8 Ownership of Facilities .....	24
2.1.9 Telecommunications Service Priority .....	24
2.2 Prohibited Uses .....	24
2.3 Obligations of the Customer .....	24
2.3.1 General .....	25
2.3.2 Claims .....	27
2.4 Customer Equipment and Channels .....	27
2.4.1 General .....	27
2.4.2 Station Equipment .....	27
2.4.3 Interconnection of Facilities .....	28
2.4.4 Inspections .....	28
2.5 Payment Arrangements .....	29
2.5.1 Payment for Service .....	29
2.5.2 Billing and Collection of Charges .....	29
2.5.3 Disputed Bills .....	30
2.5.4 Advance Payments .....	30
2.5.5 Deposits .....	31
2.5.6 Discontinuance of Service .....	32
2.6 Allowances for Interruptions in Service .....	32
2.6.1 Credit for Interruptions .....	32
2.6.2 Limitations on Allowances .....	32
2.6.3 Use of Alternative Service Provided by the Company .....	32
2.7 Cancellation of Service .....	34
2.7.1 Cancellation of Application for Service .....	34
2.7.2 Cancellation of Service by the Customer .....	34

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ISSUED: September 27, 2011

EFFECTIVE: September 27, 2011

Issued under authority of the Public Utilities Commission of Ohio,  
Dated March 30, 2007, in Case No.07-233-T P -ACE  
Dustin Wade, President  
3035 Moffat Road, Toledo, OH 43615

**Community ISP, Inc.**  
P.U.C.O. NO. I

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TABLE OF CONTENTS (Cont'd)

	PAGE NO.
2. REGULATIONS (Cont'd)	
2.8 Transfers and Assignments	34
2.9 Notices and Communications	35
2.10 Universal Emergency Number Service – 9-1-1	36
3. SERVICE DESCRIPTIONS	37
3.1 Local Exchange Service	37
3.1.1 Local Calling Areas	37
3.1.2 General	37
3.1.3 Class of Service	37
3.1.4 Basic Service	38
3.1.5 Optional Calling Features	38
3.2 Local Exchange Service -- Rates and Charges	38
3.3 Reconnection Charges	41
3.4 Customer Requested Call Blocking	42
3.5 Directory Assistance	42
3.5.1 Charges	42
3.5.2 Credits	42
3.6 Directory Listings	43
3.6.1 Limits	43
3.6.2 Refusals	43
3.6.3 Designations	43
3.6.4 General	43
3.6.5 Primary Listing	43
3.6.6 Additional Directory Listings	43
3.7 Emergency Services (Enhanced 911)	44
3.8 Service Connection Assistant	44
3.8.1 General	44
3.8.2 Regulations	44
4. LONG DISTANCE SERVICES	45
5. PRIVATE LINE DATA SERVICES	46
6. PROMOTIONAL OFFERINGS	46
7. RESERVED FOR FUTURE USE	46
8. SERVICE AREA MAP	47

---

ISSUED: September 27, 2011

EFFECTIVE: September 27, 2011

Issued under authority of the Public Utilities Commission of Ohio,  
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**Community ISP, Inc.**  
P.U.C.O. NO. 1

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

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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 Community ISP, Inc. to customers within the service areas defined herein. This tariff is effective for local exchange services only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

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EFFECTIVE: September 27, 2011

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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.

(D)

(D)

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

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1. Definitions (contd.)

Company: Community ISP, Inc., 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 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.

Interexchange Utility: A utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

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.

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

---

1. Definitions (Cont'd)

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 dialtone).

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.

Non-Recurring 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.

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: 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.

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

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1. Definitions (Cont'd)

**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 Service Orders be executed by the Customer prior to initiating service.

**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.

**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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**Community ISP, Inc.**  
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**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.

2.1.3.2 Business Customers may be required to enter into written or verbal 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.

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P.U.C.O. NO. 1

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2. Regulations (contd.)

2.1 Undertaking of the Company (contd.)

- 2.1.3.3 At the expiration of the initial term specified in each Business Customer 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 or oral notification. 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.

Inclusion of early termination liability by the company in this tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

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.

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.

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P.U.C.O. NO. 1

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2. Regulations (Cont'd)  
2.1 Undertaking of the Company (Cont'd)

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.

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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P.U.C.O. NO. 1

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- 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. The Company will comply with MTSS and Commission orders regarding acts of God.
- 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.
- 2.1.4.7 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from special construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.1.4.8 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.

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P.U.C.O. NO. 1

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.9 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".

2.1.4.10 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.

2.1.4.11 Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since its is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clauses.

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. Credits will be applied in accordance with Minimum Telephone Service Standards (MTSS). 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.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

2.1.6.1 Where construction is required, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff, and in accordance with OAC 4901:1-5-16. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 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.

2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.4 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.

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---

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

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.

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.

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

---

2. Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 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.

(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;

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P.U.C.O. NO. 1

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (contd.)

2.3.1 The Customer shall be responsible for: (contd.)

(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;

(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.

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

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

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's underlying carrier(s).

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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P.U.C.O. NO. 1

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2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment.

No credit will be allowed for any interruptions occurring during such inspections. Credits will be made in accordance with the MTSS.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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

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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

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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 1-419-724-5300 or by writing to Community ISP, 3035 Moffat Road, Toledo, OH 43615. 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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P.U.C.O. NO. 1

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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

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits (contd.)

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 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

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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

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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 tariff 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.

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

---

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

3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

- 3.1.4 Basic Service - provides the Customer with a single, voice-grade analog communications channel with a single telephone number. Basic Local Exchange Service includes the following features as standard:

Touchtone Dialing  
One Directory Listing plus One Directory  
Presubscription (both IntraLATA and InterLATA)  
Calling number delivery blocking/per call  
Toll restriction  
900/976 Blocking, upon request

- 3.1.5 Optional Calling Features – are a set of optional features which may be available to the Company's local exchange service Customers to provide additional calling functionality. The Company offers the optional features specified in the Price List.

3.2 Local Exchange Service - Rates and Charges

A Local Exchange Service Customer will be charged any applicable Non-Recurring Charges, monthly Recurring Charges and Message charges as specified in the Price List. Maximum rates are set forth for all Tier 1 services listed below:

3.2.1 Local Flat Rate Service

A. Rate Band 1

	Business MRC <u>Actual</u>	Business MRC <u>Maximum</u>	Resi MRC <u>Actual</u>	Resi MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$46.25	\$100.00	\$25.95	\$50.00	1-Core

B. Rate Band 2

	Business MRC <u>Actual</u>	Business MRC <u>Maximum</u>	Resi MRC <u>Actual</u>	Resi MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$48.00	\$100.00	\$17.95	\$50.00	1-Core

C. Rate Band 3

	Business MRC <u>Actual</u>	Business MRC <u>Maximum</u>	Resi MRC <u>Actual</u>	Resi MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$49.75	\$100.00	\$18.95	\$50.00	1-Core

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

3. Service Descriptions (Cont'd)

3.2 Local Exchange Service Rates and Charges (Cont'd)

3.2.2 Basic Local Measured Rate Services

A. Rate Band 1

	<u>Business MRC</u> <u>Actual</u>	<u>Business MRC</u> <u>Maximum</u>	<u>Resi MRC</u> <u>Actual</u>	<u>Resi MRC</u> <u>Maximum</u>	<u>Tier</u>
First Line (D) (D)	\$30.25	\$100.00	\$8.80	\$50.00	1-Core

B. Rate Band 2

	<u>Business MRC</u> <u>Actual</u>	<u>Business MRC</u> <u>Maximum</u>	<u>Resi MRC</u> <u>Actual</u>	<u>Resi MRC</u> <u>Maximum</u>	<u>Tier</u>
First Line (D) (D)	\$32.00	\$100.00	\$9.25	\$50.00	1-Core

C. Rate Band 3

	<u>Business MRC</u> <u>Actual</u>	<u>Business MRC</u> <u>Maximum</u>	<u>Resi MRC</u> <u>Actual</u>	<u>Resi MRC</u> <u>Maximum</u>	<u>Tier</u>
First Line (D) (D)	\$33.75	\$100.00	\$9.75	\$50.00	1-Core

3.2.3 Non-Recurring Charges

	<u>Business NRC</u>	<u>Resi NRC</u>	<u>Maximum</u>	<u>Tier</u>
Exchange Access Line, 1 <sup>st</sup> Line	\$49.75	\$25.70	\$100.00	1-Core
Exchange Access Line, 2 <sup>nd</sup> - 3 <sup>rd</sup> Lines	\$49.75	\$25.70	\$100.00	1-Noncore
Service Change, 1 <sup>st</sup> Line	\$12.25	\$12.25	\$100.00	1-Core
Service Change 2 <sup>nd</sup> - 3 <sup>rd</sup> Lines	\$12.25	\$12.25	\$100.00	1-Noncore

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

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3. Service Descriptions (Cont'd)

3.2 Local Exchange Service Rates and Charges (Cont'd)

3.2.4 Custom Calling Service Features

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

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3. Service Descriptions (Cont'd)

3.2 Local Exchange Service Rates and Charges (Cont'd)

3.2.5 Advanced Custom Calling Features

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

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3.2.6 Faster Processing, LLC Rates (cont'd)

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3.2.6.1 Faster Processing LLC rates (Cont'd)

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

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3.2.6 Faster Processing, LLC Rates (cont'd)

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3.2.6.2 Local Exchange Service Rates - Faster Processing customers

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EFFECTIVE: September 27, 2011

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

---

3.2.6 Faster Processing, LLC Rates (cont'd)

3.2.6.2 Local Exchange Service Rates - Faster Processing Customers

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

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3.2.6 Faster Processing, LLC Rates (cont'd)

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Community ISP, Inc.  
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3.2.6 Faster Processing, LLC Rates (cont'd)

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3. Service Descriptions (Cont'd)

3.2 Local Exchange Service Rates and Charges (Cont'd)

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3. Service Descriptions (Cont'd)

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3. Service Descriptions (Cont'd)

3.6 Directory Listings

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- 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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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 3.5.2.1, 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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8. Service Area Maps

8.1 AT&T Ohio Service Area Map

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8. Service Area Maps (contd.)

8.2 Verizon North Service Area

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**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 (D)	\$46.25	\$25.95

**B. Rate Band 2**

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line (D)	\$48.00	\$17.95

**C. Rate Band 3**

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line (D)	\$49.75	\$18.95

**1.2 Measured Rate Service**

**A. Rate Band 1**

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line (D)	\$30.25	\$8.80

**B. Rate Band 2**

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line (D)	\$32.00	\$9.25

**C. Rate Band 3**

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line (D)	\$33.75	\$9.75

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**PRICE LIST**

2. Non-Recurring Charges

	<u>Business NRC</u>	<u>Residence NRC</u>
Exchange Access Line, per line	\$49.75	\$25.70
Service Change	\$12.25	\$12.25

3. Custom Calling Service Features

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PRICE LIST

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**PRICE SHEET**

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# Community ISP, Inc.

## Exhibit C

### Summary of Changes

The detariffed services have been removed from P.U.C.O. Tariff No. 1 and the removed services are now included in the Company's Ohio Guidebook posted on the Company's website at [www.cisp.com](http://www.cisp.com) along with P.U.C.O. Tariff No 1. Copies may also be obtained at the Company's main office at 3035 Moffat Road, Toledo, Ohio 43615.

# Community ISP, Inc.

Exhibit D

Customer Notice

Copy of the Customer Notice of Detariffing and Related Changes

## Residential Notice

Beginning on October 7, 2011, the prices, service descriptions, and the terms and conditions for services other than local flat rate service that you are provided by Community ISP ("CISP") will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms or conditions of those services to which you currently subscribe. Reliant must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings in a guidebook online at [www.cisp.com](http://www.cisp.com) or you can request a copy of this information by contacting CISP at 1-419-724-3547.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company will control new services or changes in service. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call CISP at 1-419-724-354, or visit us at [www.cisp.com](http://www.cisp.com).

Sincerely,

Community ISP

## Business Notice

Beginning on October 7, 2011, the prices, service descriptions, and the terms and conditions for services other than a primary line provided by Community ISP ("CISP") will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms or conditions of those services to which you currently subscribe. CISP must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings in a guidebook online at [www.cisp.com](http://www.cisp.com) or you can request a copy of this information by contacting CISP at 1-419-724-3547.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company will control new services or changes in service. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call CISP at 419-724-3547, or visit us at [www.cisp.com](http://www.cisp.com).

Sincerely,

Community ISP



# Community ISP, Inc.

Exhibit E

Customer Notice Affidavit

## CUSTOMER NOTICE AFFIDAVIT

### AFFIDAVIT

I, Betsy Hegghelund am an authorized agent of the applicant corporation, Community ISP, Inc. and am authorized to make this statement on its behalf. I attest that the customer notice(s) accompanying this affidavit were sent to affected customers through Bill Insert on Oct. 7, 2011, in accordance with Rule 4901:1-6-07, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Signature Betsy Hegghelund 9-26-11  
(Date)

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**9/26/2011 4:09:40 PM**

**in**

**Case No(s). 10-1010-TP-ORD, 11-5280-TP-ATA**

Summary: Application Detariffing Application and Telecommunications Retail Service Offering Form for Non-BLES Carriers for Community ISP, Inc. electronically filed by Ms. Becky Heggelund on behalf of Community ISP, Inc.