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A Professional Limited Liability Company

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Monica Borne Haab
Philip R. Adams, Jr.

March 1, 2007

Via Overnight Mail

07-233-TP-ACE

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

RE: Community ISP, Inc.
Application to operate as a Long Distance
and Facilities-Based local exchange services provider

PUCO

2007 MAR -2 AM 11:38

RECEIVED-DOCKETING DIV

Dear Ms. Jenkins:

Enclosed please find an original and ten (10) copies of Application of Community ISP, Inc. to operate as a reseller of Long Distance services and Facilities-Based Local Exchange Services in the State of Ohio.

In addition, enclosed is Exhibit 10 of the Application, which includes the Motion for Protective Order and Memorandum in Support of Protective Order to file the financial documentation under seal. The subject documents are enclosed in a sealed envelope.

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

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

Sincerely,

Leon Nowalsky

Leon Nowalsky /nn

LLN/rph
Enclosure

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business technician *Am J* Date Processed *3/2/07*

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM
(Effective: 10/01/2004)
(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

RECEIVED-DOCKETING DIV
2007 MAR -2 AM 11:38
PUCO

In the Matter of the Application of _____
Community ISP, Inc. _____ Case No. 07 - 233 - TP - ACE
to operate as a F/B local exchange services provider _____
and reseller of long distance services _____
Name of Registrant(s) Community ISP, Inc. _____
DBA(s) of Registrant(s) None. _____
Address of Registrant(s) 3035 Moffat Road, Toledo, OH 43615 _____
Company Web Address www.cisp.com _____
Regulatory Contact Person(s) Mark Laser, Regulatory Contact Phone 419-724-5325 Fax 419-724-5302
Regulatory Contact Person's Email Address mlaser@cisp.com _____
Contact Person for Annual Report Mark Laser Phone 419-724-5325
Consumer Contact Information 419-724-5300 Phone 419-724-5302
Date _____ TRF Docket No. _____ - CT-TRF or _____ - TP-TRF

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

Company Type (check all applicable): ☐ CTS (IXC) ☐ ILEC ☒ CLEC ☐ CMRS ☐ AOS
☐ Other (explain) _____

NOTE: This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. *It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.*

I. Please indicate the reason for submitting this form (check one)

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services
☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day approval, 10 copies) ☐ c. ILEC (NOT automatic, 10 copies)
- ☒ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); *for CMRS, see item No. 15 on this page.*
☐ a. Switched Local ☐ b. Non-switched local ☐ c. CTS ☒ d. Local and CTS ☐ e. Other (explain) _____
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)
NOTE: see item 25 (CTR) on page two of this form for all other contract filings.
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)
☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
☐ vi. Grandfather service (30-day approval, 10 copies)
☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
☐ viii. *Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below*
☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- ☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)
- ☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☐ 12 (ATW) Application to Withdraw a Tier 1 Service
☐ a. CLEC (60-day approval, 10 copies) ☐ b. ILEC (NOT automatic, 10 copies)
- ☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☐ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- ☐ 16 (SLF) Self-complaint Application
☐ a. CLEC only - Tier 1 (60-day automatic, 10 copies)
☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) _____ (NOT automatic, 15 copies)
- ☐ 18 (ZTA) Tariff Notification Involving only Tier 2 Services
NOTE: Notifications do not require or imply Commission Approval.
☐ a. New End User Service (0-day notice, 10 copies)
☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)
☐ c. Withdrawal of service (0-day notice, 10 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 20 Introduction or Extension of Promotional Offering
- ☐ 21 New Price List Rate for Existing Service
☐ a. Tier 1 ☐ b. Tier 2
- ☐ 22 Designation of Registrant's Process Agent(s)
- ☐ 23 Update to Registrant's Maps
- ☐ 24 Annual Tariff Option For Tier 2 Services – indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
☐ Paper Tariff ☐ Electronic Tariff. If electronic, provide the tariff's web address: _____

THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
 CTR Docket No. _____ - _____ - TP – CTR (Use same CTR number throughout calendar year)

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input checked="" type="checkbox"/>	[3]	Completed Service Requirements Form.
<input checked="" type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input checked="" type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input checked="" type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input checked="" type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input checked="" type="checkbox"/> both resold and facilities-based services.
<input checked="" type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input checked="" type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input checked="" type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input checked="" type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input checked="" type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input checked="" type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input checked="" type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input checked="" type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input checked="" type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input checked="" type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input checked="" type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input checked="" type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input checked="" type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input checked="" type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input checked="" type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input checked="" type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input checked="" type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input checked="" type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input checked="" type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.

<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases must be within an approved range of rates. <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input checked="" type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357).
<input checked="" type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant. If Mirroring Large ILEC exchanges for both serving area and local calling areas: • <i>Serving area</i> must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • <i>Local calling areas</i> must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges. If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • <i>Serving Area</i> must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • <i>Local Calling Areas</i> must be described in the tariff through textual delineation and clear maps. Maps for self-defined <i>serving and local calling areas</i> are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff.

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

- ☒ 1+ IntraLATA Presubscription

SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☐ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☐ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☐ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

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

3035 Moffat Road, Toledo, OH 43615

V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

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

3035 Moffat Road, Toledo, OH 43615

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)

None.

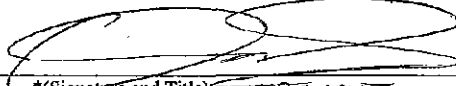
AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer of the applicant corporation, Community ISP, Inc., and am authorized to make this statement
(Name of Company)
on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, 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 29th Feb at Toledo, Ohio
(Date) (Location)


*(Signature and Title) PRESIDENT (Date) 2/22/07

** 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, Dustin Wade verify that I have utilized, verbatim, the Commission's Telecommunications Application Form 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) PRESIDENT (Date) 2/22/07

**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

LOCAL EXCHANGE CARRIER

**Registration Form for ACE
Section II and III Exhibits**

EXHIBIT 1

Service Requirements Form for NEC

TELEPHONE SERVICE REQUIREMENTS FORM
Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI

The provider affirms that it is in compliance with Commission directives concerning the following checked items, and that this represents an up-to-date listing of applicable "generic" service requirements. The provider understands that this in no way supersedes the context of the applicable Commission orders described below. Unless otherwise specified, this language replaces the need for related language to be contained in the provider's tariff.

A. MANDATORY REQUIREMENTS FOR BASIC LOCAL EXCHANGE AND CTS PROVIDERS (unless otherwise noted):

☒ 1. **SALES TAX** (*See also Case No. 87-1010-TP-UNC*)

Certain telecommunication services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

☒ 2. **MTSS TARIFF REQUIREMENTS**

☒ The provider attests that its tariffs include:

- ☐ provider-specific language addressing the deposit method (as cited in 4901:1-5-13) adopted by the company and approved by the Commission;
- ☐ Toll Caps (choose one):
 - ☐ language addressing the provider-specific parameters of toll caps approved by the Commission, OR
 - ☐ not applicable since the provider has not chosen to incorporate toll caps.
- ☐ language regarding establishment of service, including requirements to establish creditworthiness, as cited in 4901:1-5-13;
- ☐ language regarding residential service guarantors, as cited in 4901:1-5-14;
- ☐ language regarding subscriber bills, as cited in 4901:1-5-15;
- ☐ language regarding subscriber billing adjustments for local exchange service, as cited in 4901:1-5-16; and,

- o language regarding denial or disconnection of local and/or toll service, including the requirements for the reconnection of local and/or toll service, as cited in 4901:1-5-17.

Check the boxes below to attest that the provider shall adhere to the following criteria when the provider implements cancellation of service policies and/or requests an advance payment:

☒ Cancellation of Service:

When a 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 customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning the customer's service, and then the company does incur such expenses. 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;

☒ Advance Payment:

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

☒ 3. **SURCHARGES**

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 procedures required by the Commission. Generally, the Commission will not grant the inclusion of gross receipts tax as a separate item on the bill unless special circumstances so warrant and the Commission

Provider's Name: Community ISP, Inc.

4/7/2003

Case No. _____ -TP- _____

Case No. _____ - TRF

Issued: _____
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specifically approves same. The company shall not place a separate line item on a customer's bill without sending notice to all customers informing them of the new line item charges in accordance with Commission-adopted notice procedures.

The customer is responsible for the payment of all state, local and E9-1-1 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.

[] 4. **1+ INTRALATA PRESUBSCRIPTION - Basic Local Exchange Providers Only** (See Also Case No. 95-845-TP-COI, Guideline X.)

a. General

IntraLATA Presubscription is a procedure whereby a subscriber designates to the Telephone Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

IntraLATA Presubscription will become effective upon the initial offering of certified local exchange service.

b. IntraLATA Presubscription Options

Option A: Subscriber may select the Telephone Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Provider's Name: Community ISP, Inc.

4/7/2003

Case No. ____ -TP- ____

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Option C: Subscriber may select a carrier other than the Telephone Company or the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D; Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

c. Rules and Regulations

Subscribers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Subscribers of record or new subscribers may select either Options A, B, C, or D for intraLATA Presubscription.

Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph E, below.

d. IntraLATA Presubscription Procedures

New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with the Telephone Company. The Telephone Company will process the subscriber's order for intraLATA service. The selected carrier(s) will confirm their respective subscribers' verbal selection by third-party verification or return written confirmation notices. All new subscribers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new subscriber is unable to make a selection at the time the new subscriber places an order to establish local exchange service, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection. If selection is still not possible, the Telephone Company will inform the subscriber that he/she will be given 90 calendar days in which to inform the Telephone Company of an intraLATA toll carrier presubscription selection free of charge. Until the subscriber informs the Telephone Company of his/her choice for intraLATA toll carrier, the subscriber will not have a presubscribed intraLATA toll carrier, but rather will be

Provider's Name: Community ISP, Inc.

4/7/2003

Case No. ____ - TP- ____

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Issued: _____
(Date Filed)

required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. Subscribers who inform the Telephone Company of a choice for intraLATA toll presubscription within the 90-day period will not be assessed a service charge for the initial subscriber request.

Subscribers of record may initiate an intraLATA presubscription change at any time subject to the charges specified in e.ii. below. If a customer of record inquires of the Telephone Company of the carriers available for intraLATA toll presubscription, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection.

e. IntraLATA Presubscription Charges

i. Application of Charges

After a subscriber's initial selection for a presubscribed intraLATA toll carrier and as detailed in Paragraph D above, for any change thereafter, an IntraLATA Presubscription Change Charge, as set forth in Paragraph E.2. will apply.

ii. Nonrecurring Charges IntraLATA Presubscription Change Charge

Per business or residence line, trunk, or port:

-- Initial line, trunk, or port	\$5.00
-- Additional line, trunk, or port	\$1.50

B. REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES, OR WHERE CERTAIN CONDITIONS OF SERVICE ARE UTILIZED (check all applicable):

☒ 1. **DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATION RELAY SERVICE**

Applicable to all telephone companies offering message toll service (MTS) (See also Case Nos. 87-206-TP-COI and 91-113-TP-COI):

- a. For purposes of these requirements, the definition of disabled refers to those persons with communication disabilities, including those hearing-disabled, deaf, deaf/blind, and speech-disabled persons who

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have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.

- b. Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled, are eligible to receive a discount off their MTS rates.
- c. Upon receipt of the appropriate application, and certification or verification of a person with a communication disability, one of the following discounts shall be made available for the benefit of the disabled person:
 - i. Off the basic MTS, current, price list day rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 8:00 a.m. and 4:59 p.m. Monday through Friday; a 60 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 5:00 p.m. and 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas; and a 70 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday; or
 - ii. Off the basic MTS, current, price list day rates: no less than a straight 70 percent discount shall be made available on a 24 hour a day basis; or
 - iii. For MTS which is offered similar to the mileage-banded rate structure established in the Commission's April 9, 1985 Opinion and Order in Case No. 84-944-TP-COI, with the traditional day, evening, and night/weekend discounts: the "evening" discount off the intrastate, interexchange, customer-dialed,

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station-to-station calls placed during the "day" period Monday through Friday; and the "night/ weekend" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "evening" period Sunday through Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Furthermore, the "night/ weekend" discount plus an additional discount equivalent to no less than ten percent of the company's current, price list, "day" rates for basic MTS shall be made available for intrastate, interexchange, customer-dialed, station-to-station calls placed during the "night/weekend" period any day, the "day" period Sunday, and all day Saturday.

- d. All MTS calls placed through the telecommunication relay service (TRS) are eligible to receive a discount off the MTS rates. The rate discounts are the same as those set forth in paragraph 1.c. preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

☒ 2. **EMERGENCY SERVICES CALLING PLAN**

Applicable to all CLECs and CTSs offering MTS (See also Case Nos. 85-1466-TP-COI and 89-54-TP-COI):

Message toll telephone calls to governmental emergency service agencies, as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers:

- a. Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) 24-hour basis, 365 days a year, including holidays.
- b. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both, and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

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☐ 3. **ALTERNATIVE OPERATOR SERVICES**

The following applies to the provision of alternative operator services (AOS) including Inmate Facility Services. (See, also, Case No. 88-560-TP-COI, December 30, 1991 Supplemental Opinion and Order and February 27, 1992 Entry on Rehearing):

Preceding the maximum operator-assisted surcharges set forth in the text of the proposed tariff, as well as preceding the operator-assisted surcharges set forth in the price list attached to the proposed tariff, the service provider must insert a statement which specifies whether the rates as set forth apply to the provider's provision of traditional operator services, alternative operator services (AOS), or both.

(A) Definitions

- (1) AOS are those services provided by the provider in which the customer and the end user are totally separate entities. The provider contracts with the customer to provide the AOS; however, the provider does not directly contract with the end user to provide the services even though it is the end user who actually pays for the processing of the operator-assisted calls. These do not include coin-sent calls.
- (2) Traditional operator services are those services provided by the provider in which the end user has a customer relationship with the provider, the provider contracts with the customer/end user to provide the services, and the customer/end user pays for the actual processing of the operator-assisted calls.

(B) AOS Service Parameters

- (1) Local operator-assisted calls:
For local operator-assisted calls, both live and automated, the AOS provider shall not charge the billed party more than the ILEC's price list rates for traditional local operator-assisted calls in the same exchange. This requirement includes both the local usage rate (either flat-rate per call or a minute-of-use rate per call) and applicable operator surcharges. The minutes-of-use rate for a local call shall be no higher than the rates for MTS identified in paragraph (B)(2), below.

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(2) MTS provided in conjunction with AOS:

For intraLATA and interLATA, intrastate toll service calls, each AOS provider must apply one of the following MTS price ceilings to the MTS provided in conjunction with AOS:

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Mileage Band	Initial Minute	Each Additional Minute
1 - 10	.32	.16
11 - 22	.40	.22
23 - 55	.48	.28
56 - 124	.57	.37
125 - end	.58	.39

or;

\$.36 per minute of use

- (3) For intraLATA and interLATA, intrastate toll service calls, each AOS provider's maximum operator-assisted rates shall be no more than:

- (a) \$1.70 for customer-dialed calling card calls;
- (b) \$2.50 for operator-handled calls; and
- (c) \$4.80 for person-to-person calls.

- (4) Notice of any change in the rates stated above, whether it be upward or downward, must be maintained in the company's tariff (via its web-site or its tariff on file with the Commission), on or before the effective date.

(C) Secured Inmate Facilities:

The following provisions apply to those operator service providers (OSPs) providing service to a secured inmate facility where the originating caller does not have access to other OSPs for the call from the secured inmate facility.

- (1) Local operator-assisted calls:

For local operator-assisted calls, the AOS provider serving secured inmate facilities shall not charge the billed party more than the ILEC price list rates for a local operator-assisted call in the same exchange.

- (2) IntraLATA and interLATA intrastate toll service calls:

For intraLATA and interLATA intrastate toll service calls, the AOS provider serving secured inmate facilities shall not charge the billed party more than the ILEC price list rates for

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an intraLATA intrastate call. This requirement includes both the rates for message toll service and operator surcharges.

- (D) The AOS providers shall not charge end users surcharges in addition to the price list rates for MTS and operator-assisted surcharges set forth in the AOS providers' tariffs. This restriction means that no surcharges, including but not limited to, bill rendering charges and any additional surcharge which a host facility may request the AOS provider to bill an end user, may be levied by the AOS provider on the end user. Any surcharges imposed by a host facility are to be billed separately by the host facility.
- (E) AOS and secured inmate facility services are not subject to either Tier 1 or Tier 2 regulatory treatment, but rather will remain subject to the provisions of these rules and the applicable provisions adopted by the Commission in Case No. 88-560-TP-COI.

☒ 4. **LIMITATION OF LIABILITY**

The following is applicable to all telephone companies that choose to include in their tariffs language which may limit their liability (See also Case No. 85-1406-AU-COI):

Approval of limitation of liability language by the PUCO 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 courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

☒ 5. **TERMINATION LIABILITY**

The following is applicable to all telephone companies who choose to include in their tariffs language which imposes early termination liability on a customer for termination of service prior to the designated term of service:

Inclusion of early termination liability by the company in its 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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☐ 6. **SERVICE CONNECTION ASSISTANCE (SCA)**

The following is applicable to all LECs that offer local service to residential customers:

SCA is targeted to help defray the one-time, up-front costs of connecting to the local exchange network for qualified customers. It provides a waiver of the deposit requirement, full or partial waiver of the service connection charges.

☐ 7. **LOCAL NUMBER PORTABILITY and NUMBER POOLING**

See Case No. 95-845-TP-COI Guideline XIV, FCC Dockets 95-116 and 99-200. NOTE: LNP and number pooling are required of all facilities-based LECs, regardless of size, and CMRS where currently rolled-out by the FCC or as a result of a bona fide request unless granted an extension, exemption, or waiver by the Commission or the FCC.

☐ 8. **TARIFFING AND DISCONNECTION PROCEDURES FOR SERVICE PACKAGES OR BUNDLES**

Applicable to all LECs packaging or bundling regulated local services with toll service and/or unregulated services. See Rule 4901:1-6-21(C), Ohio Administrative Code.

☐ **Option 1****Tariffing**

Under option 1, LECs that package or bundle regulated local services with toll and/or unregulated services shall tariff only the regulated components of a package or bundle of services either as a package at a separate, single rate for the regulated components or individually at individual tariffed rates. The unregulated services and any rate(s) associated with the unregulated service components of any package or bundle of services shall not be tariffed.

Disconnection Procedures

Under option 1, if a customer fails to submit timely payment sufficient to cover the amount of the regulated charges, the LEC may discontinue the provision of the regulated services in compliance with Rule 4901:1-5-17, Ohio Administrative Code.

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Staff Notice

Under option 1, LECs shall keep the Director of the Consumer Services Division and the Chief of Telecommunications of the Utilities Department informed and up-to-date on all current offers to consumers that bundle regulated local services with unregulated services at a single packaged rate, different from the rate shown in the tariff for the regulated components of the package. The notice to staff shall identify the regulated and unregulated services included and the packaged rate (the combined tariffed and untariffed rate).

☐ **Option 2****Tariffing**

Under option 2, LECs shall tariff the entire package or bundle of services including both regulated local services and toll and/or unregulated services for a single combined packaged rate (including any amount attributable to the unregulated components). The LEC shall clearly identify the services within the package and denote which services are unregulated.

Disconnection Procedures

Under option 2, if a customer fails to submit timely payment sufficient to cover the entire amount of the regulated and unregulated bundled packaged rate, the LEC may discontinue the provision of any regulated and unregulated services, other than basic local exchange service, if payment is sufficient to cover the rate for basic local exchange service. For purposes of this rule, the rate for basic local exchange service shall be the tariffed rate for stand-alone basic local exchange service. In the event a CLEC does not offer basic local exchange service on a stand-alone basis, the CLEC shall identify an amount in the tariff for the basic local exchange service component of the package. In no event shall this amount exceed the packaged rate. Further, if the customer loses services included in the package due to non-payment or partial payment pursuant to this rule, the customer shall be entitled to add, change, or discontinue any regulated services provided according to the LEC's normal procedures for adding, changing or discontinuing such services.

Disconnection Notice

Under option 2, the LEC shall, in its notice of disconnection for non-payment, state the total amount due to avoid discontinuance of the package, as well as the total amount due to avoid discontinuance of the basic local exchange service component of the package.

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EXHIBIT 2

A Copy of the Registrant's Proposed Tariff

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

PUCO NO. 1

Community ISP, Inc.

Competitive Telecom Services

Page Reference

Local Exchange Services

9

Long Distance Services

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ISSUED: March 2, 2007

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,

Dated _____, in Case No. _____

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

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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	
Sharon	Worthington
Shawnee	Xenia
Somerset	Yellow Springs-Clifton
South Charleston	Youngstown
South Solon	Zanesville
South Vienna	
Spring Valley	
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	
Willoughby	
Winchester	
Woodsfield	

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

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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.

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

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3035 Moffat Road, Toledo, OH 43615

Community ISP, Inc.

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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.

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Community ISP, Inc.
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RESERVED FOR FUTURE USE

ISSUED: March 2, 2007

EFFECTIVE:

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Dustin Wade, President
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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.

ISSUED: March 2, 2007

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,
Dated _____, in Case No. _____
Dustin Wade, President
3035 Moffat Road, Toledo, OH 43615

Community ISP, Inc.
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: Payment of all or part of a charge required before the start of service.

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

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

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

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

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

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

Call Pickup: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where 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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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 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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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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Community ISP, Inc.
P.U.C.O. NO. 1

2. Regulations (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

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

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

2.5.2 Billing and Collection of Charges

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

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

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

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

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

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

Max.
\$25.00

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

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

In the event that the Company is unable to resolve a disputes 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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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 Customer's 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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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).
- B. Without prior notice in cases not involving nonpayment as forth in Rule 4901:1-5-17(G).
- C. Payment schedule and disconnection procedures for nonpaymnet will comply with Rule 4901:1-5-17(K).
- D. The Company will follow the procedures for reconnection of service provided in Rules 4901:1-5-17(M).

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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).

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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 services 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.

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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 and 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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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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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 is 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 quarter for a combined residence and business premises.

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

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3. Service Descriptions (Cont'd)

3.1 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>Maximum</u>	Residential MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$100.00	\$50.00	1-Core
Second and Third Lines	\$100.00	\$50.00	1-Noncore
Fourth Line and above	-	-	2

B. Rate Band 2

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

C. Rate Band 3

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

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

B. Rate Band 2

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

C. Rate Band 3

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

3.2.3 Non-Recurring Charges

	<u>Maximum</u>	<u>Tier</u>
Exchange Access Line, 1 st Line	\$100.00	1-Core
Exchange Access Line, 2 nd - 3 rd Lines	\$100.00	1-Noncore
Service Change, 1 st Line	\$100.00	1-Core
Service Change 2 nd - 3 rd Lines	\$100.00	1-Noncore

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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

Charges per line:

	<u>Maximum</u>		<u>Tier</u>
	<u>MRC</u>	<u>NRC</u>	
Call Forwarding (CF) Variable	-	-	2
CF Anywhere	-	-	2
CF Don't Answer	-	-	2
CF Busy Line	-	-	2
Call Waiting	\$20.00	\$20.00	1-Noncore
Call Waiting Deluxe	-	-	2
Three-way Calling	-	-	2
Speed Calling - 8 number	-	-	2
Speed Calling - 30 number	-	-	2
Call Transfer	-	-	2
Talking Call Waiting	-	-	2
Message Waiting Indicator	-	-	2
Distinctive Ring			
1 number	-	-	2
2 numbers	-	-	2

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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

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

Pay Per Use

	<u>Maximum</u>
Call Trace, successful	\$5.00

3.3 Reconnection Charge

Charged on an account disconnected for non-payment in accordance with MTSS and the provisions of this tariff.

	<u>Maximum</u>	<u>Tier</u>
Residence and Non-residence, 1 st Line	\$50.00	1-Core
Residence and Non-residence, 2 nd and 3 rd Line	\$50.00	1-Noncore
Residence and Non-residence, 4 th Line and above	-	2

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

3. Service Descriptions (Cont'd)

3.6 Directory Listings

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

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

This listing is provided at no additional charge.

3.6.6 Additional Directory Listings

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

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

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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 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. Emergency - Home Energy Assistance Program (E - HEAP);
- c. Ohio Energy Credits Program (OECF);
- d. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
- e. Food Stamps;
- f. Federal public housing assistance (Section 8); or,
- g. 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, and agreeing to notify the carrier if the customer ceases to participate in such program or programs.

- 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. No other exchange service will be permitted in the same household.

- 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.

ISSUED: March 2, 2007

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,
Dated _____, in Case No. _____
Dustin Wade, President
3035 Moffat Road, Toledo, OH 43615

Community ISP, Inc.

P.U.C.O. NO. 1

4. Long Distance Service

Outbound dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network or by the customer dialing an access code issued by the Company.

5. Private Line Services

Private Line service is an interLATA high-speed digital communications service using a physical fiber optic connection between two intrastate locations. Private Lines are non-switchable connections that can provide a constant and committed availability of capacity (for a single Customer) on a transmission path only between fixed, customer-specified locations. Private Line transmission speeds range from the DS-0 level up to and including OC-n speeds. Provision of Private Line circuits are subject to facilities and capacity availability.

DS1 Service: is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Binary 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe formats. DS1 Service has the equivalent capacity of 24 Voice Grade (VG) services or 24 DS0 Services. AMI can support 24 each 56 Kbps channels and B8ZS can support 24 each 64 Kbps channels.

DS3 Service: is a dedicated, high capacity, full duplex channel with a line speed of 44, 736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B8ZS). DS3 Service has the equivalent capacity of 28 DS1 Services at 1.54 Mbps or 672 Voice Grade (VG) services or 672 DS0 Services at 56/64 Kbps.

OC3 Service: is a SONET level of transmission speed. It is capable of transporting three DS3 signals, which is equal to 255.520 Mbps.

OC12 Service: is a SONET level of transmission speed. It is capable of transporting twelve DS3 signals, which is equal to 622.08 Mbps.

OC48 Service: is a SONET level of transmission speed capable of transporting forty-eight DS3 signals, which is equal to 2.488 Gbps.

The Company shall invoice the Customer on a monthly basis at the Customer's designated location in accordance with the following schedule: (i) one (1) month in advance for all recurring MRC charges due under this Agreement, in addition to the retroactive billing for the first billing invoice of a service; and (ii) in the month preceding the applicable usage (i.e. month of contract execution) for all NRC charges. Failure of the Company to timely invoice the Customer for any amounts due hereunder shall not be deemed a waiver by the Company of its rights to payment for such charges.

Rates set forth herein for services requiring dedicated access do not include access and access-related charges (including, without limitation, installation charges, inside wiring charges assessed by the local exchange carrier ("LEC"), construction charges assessed by the LEC and distance and termination charges assessed by the LEC). Therefore access and access related charges are additional charges.

Private Line Rates and Charges described in this tariff are based on the commitment of the Customer to utilize the Private Line circuits or facility for a specified minimum period of time. Therefore, notwithstanding anything in this tariff to the contrary and in addition to other charges set forth in the tariff, the Customer will be billed and required to pay all rates, fees and charges which accrue for each circuit and for all associated local access during the entire Circuit Minimum Service Term applicable to each circuit plus all NRC charges applicable to such circuit that were previously waived, regardless of whether or not Customer utilizes all or any part of such circuit during all or any part of the Circuit Minimum Service Term applicable to the circuit.

The Circuit Minimum Service Term shall be a minimum period of one (1) year, beginning from the date of service order fulfillment.

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

6. Promotional Offerings

Promotional Offerings: The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The waiver of any monthly recurring charges shall be limited to 90 days on a per customer basis. Promotions filed with the PUCO will be effective on the day of filing.

7. Reserved for future use.

ISSUED: March 2, 2007

EFFECTIVE:

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

8. Service Area Maps

8.1 AT&T Ohio Service Area Map

ISSUED: March 2, 2007

EFFECTIVE:

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P.U.C.O. NO. 1

8. Service Area Maps (contd.)

8.2 Verizon North Service Area

ISSUED: March 2, 2007

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

PRICE LIST

1. Local Exchange Service – Monthly Rates and Charges

1.1 Flat Rate Service

A. Rate Band 1

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$46.25	\$16.95
Additional Lines	\$46.25	\$16.95

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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P.U.C.O. NO. 1

PRICE LIST

2. Non-Recurring Charges

	<u>Business</u> <u>NRC</u>	<u>Residence</u> <u>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	\$5.00	\$8.50	\$4.00	\$8.50
CF Anywhere	\$7.00	\$8.50	\$5.00	\$8.50
CF Don't Answer	\$3.00	\$8.50	\$1.75	\$8.50
CF Busy Line	\$3.00	\$8.50	\$1.75	\$8.50
Call Waiting	\$5.75	\$8.50	\$6.00	\$8.50
Call Waiting Deluxe	\$5.75	\$8.50	\$6.00	\$8.50
Three-way Calling	\$4.00	\$8.50	\$4.00	\$8.50
Speed Calling - 8 number	\$4.00	\$8.50	\$4.00	\$8.50
Speed Calling - 30 number	\$4.00	\$8.50	\$4.00	\$8.50
Call Transfer	\$4.00	\$8.50	\$4.00	\$8.50
Talking Call Waiting	N/A	-	\$3.00	\$8.50
Message Waiting Indicator	\$0.25	\$8.50	\$0.25	\$8.50
Distinctive Ring				
1 number	\$4.00	\$8.50	\$4.00	\$8.50
2 numbers	\$4.00	\$8.50	\$4.00	\$8.50

Pay Per Use

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

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P.U.C.O. NO. 1

PRICE LIST

4. Advanced Custom Calling Features

	Business		Residence	
	MRC	NRC	MRC	NRC
Repeat Dialing	\$4.00	\$8.50	\$4.00	\$8.50
Priority Call	\$4.00	\$8.50	\$4.00	\$8.50
Priority Forward	\$4.00	\$8.50	\$4.00	\$8.50
Call Block	\$4.00	\$8.50	\$4.00	\$8.50
Call Return	\$4.00	\$8.50	\$4.00	\$8.50
Caller ID	\$8.00	\$8.50	\$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	\$6.50	N/C	\$6.50
Each line other than non-published	\$1.00	\$6.50	\$1.00	\$6.50
Call Trace	N/A	\$6.50	N/C	\$6.50
Calling Name (w/ ACR)	\$8.00	\$8.50	\$7.00	\$8.50
Calling Name and Number (w/ ACR)	\$8.00	\$8.50	\$7.00	\$8.50
Anonymous Call Rejection (ACR)	\$4.00	\$8.50	\$4.00	\$8.50
Reveal Privacy Management	\$4.00	\$8.50	\$4.00	\$8.50
Quiet Time	N/A	N/A	\$4.00	\$8.50

Pay Per Use

	<u>Business</u>	<u>Residential</u>
Repeat Dialing	\$0.95	\$0.95
Call Return	\$0.95	\$0.95
Call Trace, successful	\$1.50	\$1.50

5. Directory Assistance

Each call to Directory Assistance will be charged as follows:

	<u>Per Call</u>
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.

	<u>Business</u>	<u>Residence</u>
Per line, per request	\$11.80	\$11.80

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

PRICE SHEET

2. Outbound 1+ and Inbound 8XX Service

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

The rate per minute stated above reflects an automatic fifty-percent (50%) discounted rate which remains in effect unless and until the customer becomes delinquent in payment of the account. If an account becomes delinquent, the fifty-percent (50%) discount is null and void and the customer will be charged at the full rate per minute for all future calls.

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

2.1 Travel/Calling Card Rates

\$0.119 per minute.

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

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2.2 Directory Assistance

\$1.25 per call.

2.3 Late Payment Penalty

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

2.4 Dishonored Check Charge

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

2.4 Special Promotions

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

2.5 Pay Telephone (Payphone) Surcharge

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

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EXHIBIT 3

Statement Affirming Notification of Ohio Department of Taxation

The Company is in the process of registering with the Ohio Department of Taxation.

EXHIBIT 4

Brief Description of Services Proposed

The Registrant proposes to operate as a reseller and facilities based provider of long distance and local exchange service. The Registrant intends to offer long distance and basic local exchange service throughout the geographic area served by its underlying local exchange service provider to residential and business customers.

EXHIBIT 5

Method of Provision of Service

The Applicant intends to provide long distance and local exchange services on a resale and facilities based basis. Facilities will be limited to offering unbundled network elements from the ILEC.

EXHIBIT 6

Statement of Current IXC CTS Held by Registrant

The Registrant currently has no authority to provide telecommunications services in the State of Ohio.

EXHIBIT 7

Statement of Public Interest

The introduction of competition into an industry previously monopolized results in a reduction of the prices consumers pay for goods and services. When competition is introduced into markets that are served by a single provider, the consumer benefits by a way of efficient pricing, improved service quality and expanded product and service capabilities.

The objective of the Federal Telecommunications Act of 1996 is to foster the development of competition in the local market so that consumers will be afforded the foregoing benefits. Pursuant to the Act, barriers to local service entry are prohibited and parameters for competition in local exchange markets are established. Because the Company will be able to offer a broad range of services to customers wherever the incumbent LECs offer appropriate wholesale tariffs, the Company's entry into the local service market will serve to foster competition.

The demands of a competitive market are a better means to achieve affordability and quality of service than a monopoly environment. As competitors vie for market share, they will compete based upon price, innovation and customer service. Those local providers that offer consumers the most cost effective products will gain market share. In contrast, local providers whose products do not meet the needs of consumers will lose market share and will ultimately, be eliminated from the industry.

Further, granting of this Registration will be beneficial to all classes of customers. The Company currently offers competitive local exchange services to both residential and business customers throughout the geographic service area of its underlying ILEC, and will be able to offer unbundled network elements to customers once certified as a facilities-based CLEC.

The Company's entry into the facilities-based local exchange market will not unreasonably prejudice or disadvantage any telephone service providers. Incumbent local exchange carriers presently serve nearly all of the local exchange customers in the State. Moreover, exchange services competition will stimulate the demand for value added services supplied by all local service carriers, including those of the incumbent LECs. Thus, in a competitive market, there will be increased potential for such LECs to generate higher revenues. Additionally, in a competitive market, incumbent providers will have market incentives to improve the efficiency of their operations, thereby reducing their costs and ultimately enhance their profit margins. Finally, it is important to recognize that in a competitive market, incumbent LECs will derive revenues from both resellers of their local exchange services as well as facilities based competitive local exchange providers.

EXHIBIT 8

Description of Proposed Market Area

The Company intends to provide long distance and local exchange service throughout the geographic service area of its proposed underlying service provider(s), currently AT&T/SBC & Verizon North.

EXHIBIT 9

Description of the Class of Customers to be Served

The Company intends to provide resold long distance and facilities-based local exchange service to residential and business customers.

EXHIBIT 11

Evidence of Registrant 's Technical and Managerial Expertise

The Registrant currently provides internet services in all fifty states. Registrant's technical and managerial ability is evidenced by the experience of its officers as set forth in the profiles submitted as Exhibit 11.

Additionally, the Registrant proposes to operate as a reseller of long distance services and a facilities-based provider of local exchange services to the extent that it will offer unbundled elements from the underlying service provider(s). Therefore, the actual facilities used will generally be those of the underlying carrier, making the Applicant's technical capability equivalent of the underlying provider.

Executive Summaries:

Jeffrey Klingshirn has over 14 years of experience in the telecommunications industry. He co founded Spring Valley Marketing Group (SVMG) in 1993. SVMG started as a Metromedia agent, but started operating as a master agency in 1995. SVMG is a nationwide network of independent subagents. At least half are in the Great Lake states, and others are in the Mid- Atlantic, Southeast and Corn Belt states. Vendors included Verizon, Qwest, UCN, eMeritus Communications Inc., LDMI Telecommunications, SAVVIS and Z-Tel.

Jeffrey left SVMG in 2000 to take on the role of CEO at Community ISP, Inc.(CISP) a company which he founded in 1998. CISP is one of the nations largest wholesale dial providers with wholesale relationships with Qwest, Level 3, and Verizon. CISP provide wholesale dial access and Virtual ISP services to over 200 Internet Service Providers across the US. CISP houses a 4200 sq. ft. data center and offers Co-Location, Dedicated and Virtual Servers, and Managed Services.

Jeff also owns and operates Detour Communications, LLC which is the primary agent for Buckeye TeleSystems a local fiber optic telephone service in northwest Ohio providing local lines, long distance, and DIA. For wireless services, Detour represents Sprint PCS nationwide.

Dustin Wade has over 7 years of experience in the telecommunications industry. He started his career when CISP was founded in ISP sales and was promoted to President in 2004.

EXHIBIT 12

Documentation Indicating the Registrant's Corporate Structure and Ownership

The Registrant is a corporation organized under the laws of the State of Delaware on April 13, 1999. Articles of Incorporation are attached.

The Registrant has no parent company, subsidiaries or other affiliates.

The company is owned as follows:

Shareholders consist of approximately 283 individuals. The following individual owns a 10% or greater share of interest in the company. No other shareholder owns a 10% or greater interest in Community ISP, Inc.

Jeffrey Klingshirn, President

Ownership Percentage: 21.89%

EXHIBIT 13

Information Regarding Similar Operations

Community ISP has been operating as an internet service provider for several years, and holds no certificates of authority to provide standard telecommunications services in any other states.

EXHIBIT 14

Maintaining Local Telephony Records in Accordance with GAAP

The Applicant agrees to maintain local telephony records separate and apart from any other accounting records in accordance with GAAP, pursuant to Rule 4901:1-6-09(E)(4), Ohio Administrative Code (O.A.C.).

EXHIBIT 15

Verification of Compliance with any Affiliate Transaction Requirements

The Registrant does not currently have any affiliates, but agrees to comply with all affiliate transaction requirements within the State of Ohio should it have any affiliates in the future.

EXHIBIT 17

Explanation as to Whether Rates are Derived Through Interconnection Agreement, Retail Tariff, or Resale Tariffs

Rates are derived from retail tariffs.

EXHIBIT 18

Explanation as to Which Service Areas the Company Currently has an Approved Interconnection Agreement or Resale Agreement

The Company is in the process of negotiating interconnection agreements with SBC /AT&T Ohio and Verizon North.

EXHIBIT 19

Applicant's Intentions Regarding Offering of Prepaid Local Services

The Applicant does not intend to provide local services which require payment in advance of customer receiving dial tone.

EXHIBIT 20

Letters Requesting Negotiation Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a Proposed Timeline for Construction, Interconnection, and Offering of Services to End Users

The Applicant has initiated negotiations with SBC/AT&T Ohio and Verizon North. Applicant intends to provide facilities-based local exchange services within the State of Ohio within sixty (60) days of certification by this Commission. The Applicant is obtaining facilities-based authority in order to offer unbundled network elements from the ILECs. The Applicant will not construct or deploy any facilities within the State of Ohio.

EXHIBIT 21

Certification From Ohio Secretary of State as to Party's Proper Standing

Evidence of the Company's foreign qualification with the Ohio Secretary of State is attached hereto.



Prescribed by
 Bob Taft, Secretary of State
 30 East Broad Street, 14th Floor
 Columbus, Ohio 43266-0418
 Form MER (July 1994)

Approved _____

Date _____

Fee _____

CERTIFICATE OF MERGER

In accordance with the requirements of Ohio law, the undersigned, corporations, limited liability companies and/or limited partnerships, desiring to effect a merger, set forth the following facts:

I. SURVIVING ENTITY

A. The name of the entity surviving the merger is:

Community TSE, Inc.

(If the surviving entity is an Ohio limited partnership or qualified foreign limited partnership, its registration number must be provided)

B. Name change: As a result of this merger, the name of the surviving entity has been changed to the following: _____

only if the name of surviving entity is changing through the merger (complete)

C. The surviving entity is a: *(Please check the appropriate box and fill in the appropriate blanks)*

- ☐ Domestic (Ohio) corporation
- ☐ Foreign (Non-Ohio) corporation incorporated under the laws of the state/ country of _____ and licensed to transact business in the state of Ohio.
- ☒ Foreign (Non-Ohio) corporation incorporated under the laws of the state/country of DELAWARE, and NOT licensed to transact business in the state of Ohio.
- ☐ Domestic (Ohio) limited liability company
- ☐ Foreign (Non-Ohio) limited liability company organized under the laws of the state/country of _____, and registered to do business in the state of Ohio.
- ☐ Foreign (Non-Ohio) limited liability company organized under the laws of the state/country of _____, and NOT registered to do business in the state of Ohio.
- ☐ Domestic (Ohio) limited partnership, registration number _____

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APR 30 1999

J. KENNETH BLACKWELL
 SECRETARY OF STATE

- () Foreign (Non-Ohio) limited partnership organized under the laws of the state/country of _____, and registered to do business in the state of Ohio, under registration number _____
- () Foreign (Non-Ohio) limited partnership organized under the laws of the state/country of _____, and NOT registered to do business in the state of Ohio.

II. Merging Entities

The name, type of entity, and state/country of incorporation or organization, respectively, of each entity, other than the survivor, which is a party to the merger are as follows. *(Sufficient space to cover this item, please attach a separate sheet listing the merging entities; Ohio registered or foreign qualified limited partnership must include registration number)*

Name	State/	Country of Organization	Type of Entity
Community/FSP, (Inc.		Ohio	Corporation

III. Merger Agreement on File

The name and mailing address of the person or entity from whom/which eligible persons may obtain a copy of the agreement of merger upon written request:

Name	Address
Jeffrey A. Klingshirn	7130 Spring Meadows West Drive
	(street and number)
	Holland Ohio 43528
	(city, village or township) (state) (zip code)

IV. Effective Date of Merger

This merger is to be effective:

On _____ (if a date is specified, the date must be a date on or after the date of filing; the effective date of the merger cannot be earlier than the date of filing; if no date is specified, the date of filing will be the effective date of the merger).

V. Merger Authorized

The laws of the state or country under which each constituent entity exists, permits this merger.

This merger was adopted, approved and authorized by each of the constituent entities in compliance with the laws of the state under which it is organized, and the persons signing this certificate on behalf of each of the constituent entities are duly authorized to do so.

VI. Statutory Agent

The name and address of the surviving entity's statutory agent upon whom any process, notice or demand may be served is:

Name

Address

(complete street address)

(city, village or township)

(zip code)

(This item MUST be completed if the surviving entity is a foreign entity which is not licensed, registered or otherwise authorized to conduct or transact business in the State of Ohio)

Acceptance of Agent

The undersigned, named herein as the statutory agent for the above referenced surviving entity, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature of Agent

(The acceptance of agent must be completed by domestic surviving entities if through this merger the statutory agent for the surviving entity has changed, or the named agent differs in any way from the name reflected on the Secretary of State's records.)

VII. Statement of Merger

Upon filing, or upon such later date as specified herein, the merging entity/entities listed herein shall merge into the listed surviving entity.

VII. Amendments

The articles of incorporation, articles of organization or certificate of limited partnership (strike the inapplicable term) of the surviving domestic entity herein, are amended as set forth in the attached "Exhibit A"

(Please note that any amendments to articles of incorporation, articles of organization or to a certificate of limited partnership MUST be attached if the surviving entity is a DOMESTIC corporation, limited liability company, or limited partnership.)

IX. Qualification or Licensure of Foreign Surviving Entity

A. The listed surviving foreign corporation, limited liability company, or limited partnership desires to transact business in Ohio as a foreign corporation, foreign limited liability company, or foreign limited partnership, and hereby appoints the following as its statutory agent upon whom process, notice or demand against the entity may be served in the State of Ohio. The name and complete address of the statutory agent is:

CSC - Lawyers

Incorporating Service

(name)

16 East Broad Street

(street and number)

Columbus

(city, village or township)

Ohio

43215

(zip code)

The subject surviving foreign corporation, limited liability company or limited partnership irrevocably consents to service of process on the statutory agent listed above as long as the authority of the agent continues, and to service of process upon the Secretary of State if the agent cannot be found, if the corporation, limited liability company or limited partnership fails to designate another agent when required to do so, or if the corporation's, limited liability company's, or limited partnership's license or registration to do business in Ohio expires or is cancelled.

B. The qualifying entity also states as follows: (complete only if applicable)

1. **Foreign Qualifying Limited Liability Company**

(If the qualifying entity is a foreign limited liability company, the following information must be completed)

- a. The name of the limited liability company in its state of organization/registration is _____
- b. The name under which the limited liability company desires to transact business in Ohio is _____
- c. The limited liability company was organized or registered on _____ under the laws of the state/country of _____
month day year
- d. The address to which interested persons may direct request for copies of the articles of organization, operating agreement, bylaws, or other charter documents of the company is: _____

2. **Foreign Qualifying Limited Partnership**
 (If the qualifying entity is a foreign limited partnership, the following information must be completed)

- a. The name of limited partnership is _____
- b. The limited partnership was formed on _____ month _____ day _____ year
 under the laws of the state/country of _____
- c. The address of the office of the limited partnership in its state/country of organization is _____
- d. The limited partnership's principal office address is _____
- e. The names and business or residence addresses of the GENERAL partners of the partnership are as follows:

Name	Address
_____	_____
_____	_____
_____	_____

(If insufficient space to cover this item, please attach a separate sheet listing the general partners and their respective addresses)

- f. The address of the office where a list of the names and business or residence addresses of the limited partners and their respective capital contributions is to be maintained is:

The limited partnership hereby certifies that it shall maintain said records until the registration of the limited partnership in Ohio is cancelled or withdrawn.

The undersigned constituent entities have caused this certificate of merger to be signed by its duly authorized officers, partners and representatives on the date(s) stated below.

Community ISP, Inc. (Ohio)	Community ISP, Inc. (Delaware)
exact name of entity	exact name of entity
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Its: <u>President</u>	Its: <u>President</u>
Date: <u>4-28-99</u>	Date: <u>4-28-99</u>

exact name of entity	exact name of entity
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

exact name of entity	exact name of entity
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

exact name of entity	exact name of entity
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

exact name of entity	exact name of entity
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

(Please note that the chairman of the board, the president, vice president, secretary or an authorized secretary must sign on behalf of each constituent corporation, and at least one general partner must sign on behalf of each constituent limited partnership. If insufficient space for signature, a separate sheet should be attached containing such signatures.)

*** TOTAL PAGE.03 ***

☐ **UNIFORM COMMERCIAL
CODE FILING**

☒ **CORPORATIONS FILING**

CORPORATIONS ONLY	
<input checked="" type="checkbox"/>	EXPEDITE SERVICE

CORRESPONDENCE

PLEASE RETURN THE ATTACHED DOCUMENTS TO:

DIAMOND ACCESS
16 EAST BROAD STREET
SUITE 600
COLUMBUS OHIO 43215

NAME OF YOUR FIRM OR COMPANY:

LISA VAIDO

ATTN:

STREET ADDRESS

CITY

STATE

ZIP CODE

621-0063

TELEPHONE NUMBER

UCC ONLY	
<input type="checkbox"/>	MAIL
<input type="checkbox"/>	PICK UP
IF NOT CHECKED, IT WILL BE MAILED.	

PH(OTC CORRESPONDENCE SHEET)

DATE	DOCUMENT NO	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
1. 5/5/1999	199912300136	MUL MERGER/LICENSING FOREIGN CORP/FOR PROFIT	100.00	10.00	0.00	0.00	0.00
TOTAL			100.00	10.00	0.00	0.00	0.00

Return To:
 DIAMOND ACCESS
 ATTN L VAIDO
 16 E BROAD ST STE 600
 COLUMBUS, OH 43215-0000

-----cut along the dotted line-----



The State of Ohio

Certificate

Secretary of State - J. Kenneth Blackwell

1074341

It is hereby certified that the Secretary of State of Ohio has custody of the business records for COMMUNITY ISP, INC. and that said business records show the filing and recording of:

Document(s)
 MERGER/LICENSING FOREIGN CORP/FOR PROFIT

Document No(s):
 199912300136

**Authorization to transact business in Ohio is hereby given, until
 surrender, expiration or cancellation of this license.*

United States of America
 State of Ohio
 Office of the Secretary of State



Witness my hand and the seal of the Secretary
 of State at Columbus, Ohio, This 30th day of
 April, A.D. 1999

J. Kenneth Blackwell
 J. Kenneth Blackwell
 Secretary of State

	DATE	TRANSACTION NO.	TRANSACTION DESCRIPTION
1.	5/ 5/1999	199912300136	Merged Out of Existence (MEX)

Mail To:
DIAMOND ACCESS
ATTN L VAIDO
16 E BROAD ST STE 600
COLUMBUS, OH 43215-0000

-----cut along dotted line-----



The State of Ohio

Certificate

Secretary of State - J. Kenneth Blackwell

1027217

*It is hereby certified that the Secretary of State of Ohio has custody of the business records for
COMMUNITY ISP, INC. and that said business records show the recording of:*

MERGED OUT OF EXISTENCE

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary
of State at Columbus, Ohio, This 30th day of
April, A.D. 1999




J. Kenneth Blackwell
Secretary of State

EXHIBIT 22

List of Names, Addresses and Phone Numbers of Officers and Directors

OFFICERS

Jeffrey Klingshirn, CEO, Treasurer and Secretary
3035 Moffat Road
Toledo, OH 43615
Telephone (419) 724-5300

Dustin Wade, President
3035 Moffat Road
Toledo, OH 43615
Telephone (419) 724-5300

DIRECTORS

Jeffrey Klingshirn, Director
3035 Moffat Road
Toledo, OH 43615
Telephone (419) 724-5300

Mark Wittenmeyer, Director
3035 Moffat Road
Toledo, OH 43615
Telephone (419) 724-5300

EXHIBIT 23

Sample Copy of Customer Bill and Disconnect Notice

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

NOTICE OF RESIDENTIAL DISCONNECTION

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

<<AccountNo>>
<<AmountPastDue>>

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

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

Please note that the total amount due to avoid disconnection of your local service is <<LocalAmountDue>>. The total amount due for toll charges is <<TollAmountDue>>. Nonpayment of toll charges may result in the disconnection of toll service, but not in the disconnection of local service. If applicable, the total amount due for non-regulated charges is <<NonRegulatedAmountDue>>. However, nonpayment of non-regulated charges cannot result in the disconnection of local service or regulated toll service.

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

If you have a complaint in regard to this disconnection notice that cannot be resolved after you have contacted Community ISP, or if you need general information on utilities, you may contact the Ohio Public Utilities Commission toll free at 800-686-7826 or for TDD/TYY toll free at 800-686-1570 from 8:00am to 5:30pm weekdays, or visit www.puco.ohio.gov

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

<<AccountNumber>>

<<CustomerName>>

Billing Date:	Billing Period	Due Date

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

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

www.cisp.com

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

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

Total Due \$ <<TotalDue>>

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

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

EXHIBIT 24

Sample Customer Application for Residential Service

COMMUNITY ISP SERVICE AGREEMENT FORM

RATE PER MINUTE		INVOICE INFORMATION	
Out of State 	IN STATE: 	BILLING NAME 	
		PHYSICAL ADDRESS 	
		CITY 	STATE ZIP
		CONTACT PERSON 	
		CONTACT NUMBER EXT. 	
CALLING CARD: <small>PER CALL FEE</small> <div style="display: flex; justify-content: space-between;"> 0* RPM: 11.9¢ </div>		MAILING ADDRESS CITY 	
Bills under \$___ per month: ___ Billing Fee		STATE & ZIP FEDERAL TAX ID OR S.S. NUMBER: 	
<small>*All payphone calls using a calling card or a 800 # incur a tax of: .35¢ per call</small>		NOTES 	
PHONE NUMBER(S) <small>B: Business R: Residential</small>		800 INBOUND SERVICE <small>N: New or C: Current</small>	
1 		8XX 	
2 		RINGING TO: 	
3 		8XX 	
4 		RINGING TO: 	
5 		INSTALL FEE 	TOTAL 8XX's Fees
6 		0 	.49¢ per number
7 		YOUR REQUESTED SERVICE(S) ARE:	
Accounting Codes _____ Digits (2 - 8) <small>N: Verified Verified</small>		InterState & IntraState Calling: YES _____ NO _____	
<small>* Verified codes are written on a separate piece of paper:</small> YES <input type="checkbox"/>		InterState Only: YES _____ NO _____	
CALLING CARD SERVICE		PAYMENT	
<input type="checkbox"/> Calling Card(s) _____ Quantity		Billing Method 	
SPECIAL REMARKS 		_____ Visa _____ Master Card _____ American Express _____ Discover Card 	
		Credit/Debit Card Number: _____	
		Expiration Date: _____	
		Name on the Card: _____	
Contact Us		Authorization	
COMMUNITY ISP, INC. TEL: (419) 724-5300 <u>www.cisp.com</u>		By signing below, I authorize Community ISP to provide long distance services on the phone line(s) listed in this agreement and to act as my agent in all matters related to such service. I am at least 18 years of age and authorized to order said services. I personally guarantee to Community ISP the payment for all services rendered, when due. I authorize Community ISP to check my credit and charge my credit/debit card for payment of services in accordance with Pioneer's terms & conditions. I HAVE READ THE TERMS AND CONDITIONS ON THE BACK OF THIS AGREEMENT.	
		Authorized Signature: _____ Date _____	
		Print Name: _____	

EXHIBIT 25

List of Ohio Exchanges Applicant Intends to Serve

The Applicant intends to service within the SBC/AT&T Ohio and Verizon North exchanges.
A list of these exchanges are attached.

The Public Utilities Commission of Ohio

[Home](#)[Electric](#)[Natural Gas](#)[Telephone](#)[Water](#)[Railroad](#)[Motor Carrier](#)**Exchanges served by AT_T Ohio**

Map of AT_T Ohio's Service Territory

Aberdeen

Akron

Alliance

Alton

Arabia

Atwater

Barnesville

Beallsville

Beavercreek

Bedford

Belfast

Bellaire

Bellbrook

Belpre

Berea

Bethesda

Bloomington

Bloomington

Bowersville

Brecksville

Burton

Canal Fulton

Canal Winchester

Canfield

Canton

Carroll

Castalia

Cedarville

Centerville [MOT]

Chagrin Falls

Cheshire

Chesterland

Christiansburg

Clarington
Cleveland
Columbiana
Columbus
Conesville
Corning
Coshocton
Dalton
Danville [HIG]
Dayton
Donnelsville
Dresden
Dublin
Duffy
East Liverpool
East Palestine
Enon
Fairborn
Findlay
Fletcher-Lena
Fostoria
Franklin
Fremont
Fultonham
Gahanna
Gallipolis
Gates Mills
Girard
Glenford
Gnadenhutten
Graysville
Greensburg
Grove City
Groveport
Guyan
Harrisburg
Hartville

Hillcrest
Hilliard
Hillsboro
Holland
Hubbard
Independence
Ironton
Jamestown
Jeffersonville
Kent
Kirtland
Lancaster
Leetonia
Leroy
Lewisville
Lindsey
Lisbon
Lockbourne
London
Louisville
Lowellville
Magnolia-Waynesburg
Manchester [SUM]
Mantua
Marietta
Marlboro
Marshall
Martins Ferry-Bridgeport
Massillon
Maumee
Medway
Mentor
Miamisburg-W. Carrollton
Middletown
Milledgeville
Mingo Junction
Mogadore

Monroe
Montrose [CUY]
Murray City
Navarre
Nelsonville
New Albany
New Carlisle
New Holland
New Lexington
New Matamoras
New Riegel
New Waterford
Newcomerstown
Newport
Niles
North Canton
North Hampton
North Jackson
North Lima
North Royalton
Norwich
Olmsted Falls
Painesville
Perrysburg
Philo
Piqua
Pitchin
Rainsboro
Ravenna
Reynoldsburg
Rio Grande
Ripley
Rogers
Rootstown
Roseville
Rushville
Salem

Salineville
Sandusky
Sebring
Sedalia
Sharon
Shawnee
Somerset
Somerton
South Charleston
South Solon
South Vienna
Spring Valley
Springfield
St. Clairsville
Steubenville
Strongsville
Sugar Grove
Sugar Tree Ridge
Terrace
Thornville
Tiffin
Toledo
Toronto
Tremont City
Trenton
Trinity
Uhrichsville
Uniontown
Upper Sandusky
Vandalia
Victory
Vinton
Walnut
Washington Court House
Wellsville
West Jefferson
West Lafayette

Westerville
Whitehouse
Wickliffe
Willoughby
Winchester
Woodsfield
Worthington
Xenia
Yellow Springs-Clifton
Youngstown
Zanesville



The Public Utilities Commission of Ohio
 180 E. Broad St., Columbus, OH 43215
 Ted Strickland, Governor ♦ Alan R. Schriber, Chairman
 An Equal Opportunity Employer and Service Provider
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☐ Adequate
☐ Poor

VOTE

The Public Utilities Commission of Ohio

[Home](#)
[Electric](#)
[Natural Gas](#)
[Telephone](#)
[Water](#)
[Railroad](#)
[Motor Carrier](#)

Exchanges served by Verizon North	Map of Verizon North's Service Territory
Adena	
Albany	
Amanda	
Amesville	
Amsterdam	
Antwerp	
Arlington	
Ashland	
Ashley	
Ashville	
Athens	
Attica	
Baltic	
Baltimore	
Barlow	
Beach City	
Beaver	
Bellevue	
Bergholz	
Berlin	
Berlin Heights	
Bettsville	
Beverly	
Blanchester	
Bloomville	
Bolivar	
Bowerston	
Bowling Green	
Bremen	
Brewster	
Brilliant	
Brookville	
Brunswick	

Bryan
Burbank
Byesville
Cadiz
Caldwell
Cambridge
Carey
Carrollton
Catawba
Celina
Chatham
Chesapeake
Cheshire Center
Circleville
Clarksville
Clyde
Coldwater
Congress
Convoy
Cooperdale
Crestline
Creston
Curtice-Oregon
Decatur
Delaware
Dellroy
Dexter City
Dillonvale-Mt. Pleasant
East Rochester
Edgerton
Edon
Elmore
Englewood
Evansport
Farmersville
Fayette
Felicity

Flushing
Forest
Fort Recovery
Freeport
Galion
Garrettsville
Genoa
Georgetown
Gibsonburg
Grafton
Grand Rapids
Gratis
Green Camp
Greenfield
Greenwich
Guysville
Hamersville
Hanoverton
Harlem Springs
Harpster
Haskins-Tontogany
Hayesville
Helena
Hicksville
Higginsport
Homerville
Huron
Idaho
Jackson
Jenera
Jewett
Kelleys Island
Kilbourne
Knoxville
La Rue
Lakeville
Laura

Laurelville
Leesburg
Letart Falls
Lewisburg
Liberty
Lodi
Logan
Loudonville
Lowell
Lower Salem
Lynchburg
Malvern
Manchester [ADA]
Marblehead
Maria Stein
Marion
Martinsville
McArthur
McComb
Mechanicsburg
Mechanicstown
Medina
Mendon
Milan
Millersport
Mineral City
Minerva
Minster
Monroeville
Montpelier
Montrose [SUM]
Morning Sun
Morril
Mount Blanchard
Mount Orab
Mowrystown
Nevada

New Bremen
New Burlington
New Concord
New Lebanon
New London
New Marshfield
New Philadelphia
New Vienna
New Washington
Ney
North Baltimore
North Eaton
North Georgetown
North Star
Norwalk
Oak Harbor
Oak Hill
Oberlin
Ohio City
Ostrander
Oxford
Paris
Payne
Peebles
Pemberville
Perrysville
Phillipsburg
Piketon
Pioneer
Plain City
Pleasantville
Plymouth
Polk
Pomeroy
Port Clinton
Port William
Portland

Portsmouth
Prospect
Put-In-Bay
Radnor
Rathbone
Rawson
Redhaw
Republic
Resaca
Richmond
Richwood
Russellville
Sabina
Sardinia
Savannah
Scio
Scott
Seaman
Seville
Shade
Sharon Center
Sinking Spring
Smithfield
Spencer
Spencerville
St. Marys
Strasburg
Sugar Creek
Summerfield
Sylvania
The Plains
Tiltonsville
Tipp City
Trotwood
Troy
Valley City
Van Buren

Wadsworth
Wakeman
Waldo
Warsaw
Watertown
Waverly
Wayne-Bradner
Wellington
Wellston
West Alexandria
West Milton
West Salem
West Union
West Unity
Westfield Center
Weston
Wharton
Wilkesville
Willard
Williamsport
Willshire-wren
Wilmington
Wilmot
Winona
Woodstock
Yorkshire



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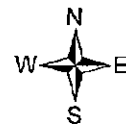
VOTE

EXHIBIT 26

Maps Depicting the Proposed Serving and Calling Areas of the Registrant

The Company's serving and calling areas will mirror those of AT&T/SBC Ohio and Verizon North. Maps depicting the SBC Ohio and Verizon North Service Areas in Ohio are attached hereto. The Serving and Calling Areas are specified in the Company's proposed tariff.

(formerly GTE)



0 10 20 40 Miles

Service Territory of AT&T Ohio

