

October 17, 2008

Ms. Renee Jenkins Docketing Division Public Utilities Commission of Ohio 180 East Broad Street, 13<sup>th</sup> Floor Columbus, Ohio 43215-3793

Re: Case No. 08-0042-TP-CTR

Dear Ms. Jenkins:

The Chillicothe Telephone Company submits, via electronic filing, individual business customer contracts for Tier 1 services. These contracts were received from October 1, 2008 through October 14, 2008.

Please contact me if you have any questions regarding this filing.

Cordially,

/s/ Tammy Perry Regulatory Assistant

Attachments

# The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS

(Effective: 10/26/2007) (Pursuant to Case No. 06-1345-TP-ORD)

In the Matter of the Application of	)	TRF Docket No. 90		
to	)	Case No NOTE: Unless you have leave the "Case No" fiel	e reserved a Case # or are f	iling a Contract,
Name of Registrant(s)				
DBA(s) of Registrant(s)				
Address of Registrant(s)				
Company Web Address				
Regulatory Contact Person(s)		Phone	Fax	
Regulatory Contact Person's Email Address				
Contact Person for Annual Report			Phone	
Address (if different from above)				
Consumer Contact Information			Phone	
Address (if different from above)				
Motion for protective order included with filin Motion for waiver(s) filed affecting this case?				
Section I – Pursuant to Chapter 4901:11 submitting this form by checking the bo NOTES: (1) For requirements for various application application form noted.  (2) Information regarding the number of copies required the docketing information system section, by of the Commission.	1-6 OAC – Part I – 1 xes below. CMRS poons, see the identified sect uired by the Commission	Please indicate the ( roviders: Please see ion of Ohio Administration may be obtained from the	Carrier Type and the the bottom of Section we Code Section 4901 and Commission's web site at	e reason for n II. //or the supplemental
Carrier Type   Other (explain below) Tier 1 Regulatory Treatment	☐ ILEC	☐ CLEC	☐ CTS	AOS/IOS
Change Rates within approved Range	TRF 1-6-04(B) (0 day Notice)	☐ TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling	ZTA 1-6-04(B)	TTA 1-6-04(B)		
area, correction of textual error	(0 day Notice)	(0 day Notice)		
Change Terms and Conditions,	ATA 1-6-04(B)	☐ ATA 1-6-04(B)		
Introduce non-recurring service charges	(Auto 30 days)	(Auto 30 days)		
Introduce or Increase Late Payment or	☐ ATA 1-6-04(B)	ATA 1-6-04(B)		
Returned Check Charge	(Auto 30 days)	(Auto 30 days)		
Business Contract	CTR <i>1-6-17</i> (0 day Notice)	CTR 1-6-17 (0 day Notice)		
Withdrawal	TO ATW 1-6-12(A)	The state of the s		
viiiiuiawai	(Non-Auto)	(Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring	TRF 1-6-05(E)	TRF 1-6-05(E)		
service charges	(0 day Notice)	(0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	TRF 1-6-05(C) (0 day Notice)	TRF 1-6-05(C) (0 day Notice)	TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and	☐ TRF 1-6-05(E)	☐ TRF 1-6-05(E)	☐ TRF 1-6-05(E)	
Conditions, Promotions, or Withdrawal	(0 day Notice)	(0 day Notice)	(0 day Notice)	
Residential - Tier 2 Service Contracts	CTR 1-6-17 (0 day Notice)	CTR 1-6-17 (0 day Notice)	CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services	Detariffed	Detariffed	Detariffed	

#### Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		ACE 1-6-10 (Auto 30 days)	ACE 1-6-10 (Auto 30 days)	ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	☐ ATA <i>1-6-09(C)</i> (Auto 30 days)	AAC 1-6-10(F) (0 day Notice)	CLECs must attach a c Exchange Listing Form	
Abandon all Services - With Customers	☐ ABN 1-6-11(A) (Non-Auto)	ABN 1-6-11(A) (Auto 90 day)	ABN 1-6-11(B) (Auto 14 day)	ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		☐ ABN <i>1-6-11(A)</i> (Auto 30 days)	☐ ABN <i>1-6-11(B)</i> (Auto 14 day)	☐ ABN <i>1-6-11(B)</i> (Auto 14 day)
Change of Official Name (See below)	ACN 1-6-14(B) (Auto 30 days)	ACN 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	ACO 1-6-14(B) (Auto 30 days)	ACO 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice) (
Merger (See below)	☐ AMT <i>1-6-14(B)</i> (Auto 30 days)	AMT 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	☐ ATC <i>1-6-14(B)</i> (Auto 30 days)	ATC 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	ATR 1-6-14(B) (Auto 30 days)	ATR 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
<u>Procedural</u>				
Designation of Process Agent(s)	TRF (0 day Notice)	TRF (0 day Notice)	TRF (0 day Notice)	TRF (0 day Notice)
·				

#### Section II - Carrier to Carrier (Pursuant to 95-845-TP-COI), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or	□ NAG	□ NAG		
amendment to an approved agreement	(Auto 90 day)	(Auto 90 day)		
Request for Arbitration	ARB (Non-Auto)	ARB (Non-Auto)		
Introduce or change c-t-c service tariffs,		ATA (Auto 30 day)		
Introduce or change access service	☐ ATA			
pursuant to 07-464-TP-COI	(Auto 30 day)			
Request rural carrier exemption, rural	☐ UNC	☐ UNC		
carrier supension or modifiction	(Non-Auto)	(Non-Auto)		
Pole attachment changes in terms and	☐ UNC	☐ UNC		
conditions and price changes.	(Non-Auto)	(Non-Auto)		
CMRS Providers See 4901:1-6-15	RCC [Registration & Change in (0 day)	n Operations]	NAG [Interconnection Agree (Auto 90 days)	ment or Amendment]
Other* (explain)				

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see <a href="the 4901:1-6-14 Filing Requirements on the Commission's Web Page">the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.</a>

Exhibit	Description:
Α	The tariff pages subject to the proposed change(s) as they exist before the change(s)
В	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in
	the right margin.
С	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according
	to the applicable rule(s).

<sup>\*</sup>NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

## **AFFIDAVIT**

## Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation,(N.	, and	d am authorized to make this statement on its behalf
I attest that these tariffs comply with all applicable 4901:1-5 OAC for the state of Ohio. I understand rules, including the Minimum Telephone Service State our tariff. We will fully comply with the rules of the suspension of our certificate to operate within the	e rules, including the Minimum Telepho that tariff notification filings do not imply andards, as modified and clarified from time the state of Ohio and understand that nonce	y Commission approval and that the Commission's ne to time, supersede any contradictory provisions in
I declare under penalty of perjury that the foregoing	is true and correct.	
Executed on (Date) at (Locat	ion)	
	*(Signature and Title)	(Date)
<ul> <li>This affidavit is required for every tariff-affectin applicant.</li> </ul>	g filing. It may be signed by counsel or an offi	icer of the applicant, or an authorized agent of the
	VERIFICATION	
I,		
*(Signature and Title)		(Date)
*Verification is required for every filing. It may be signed b		· · · · · · · · · · · · · · · · · · ·

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

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

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

# **AFFIDAVIT**

State of Ohio	)		
County of Ross	)	S.S.	
I, Steve Steele, am th division of The Chill			ger of Horizon Technology which is a y.
Section 4901:1-6-17( attesting that the total	(H), that l price o	provides that all c of the contract (incl	mmission of Ohio, Ohio Admin. Code, ontract filings must contain an affidavit uding all contracted services whether emental cost of all regulated contracted
•			ct submitted in this filing exceeds the under these same contracts.
			/s/ Steve Steele
			Executive GM / Horizon Technology
Affirmed to and subs	cribed b	pefore me on Octob	per 17, 2008
			/s/ Peggy Riggin
			Notary Public

10170801

## Horizon Technology

**Telecommunication Service Contract** 

Cycle #1

Customer Name Billing Address City, State, Zip Procurement Contact, Chillicothe, OH 45601
Phone

(3) lines, w/unlimited long 1 Meg	eet Address, City, State, Zip Fee	e I Fee	
(2) 111100 111101111111111111111111111111	04 =0	,	Term
\-\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	\$159.	.36 N/A	36 month
stance, basic voice mail, basic			
eatures & upgrade to Deluxe			ł

Billing: All billing inquiries should be directed to 740-772-8588 or via mail to the attention of Business Account Manager, PO BOX 480, Chillicothe OH 45601

Term: The Agreement shall be in effect for the Term set forth hereinabove and, unless terminated earlier in accordance with this Agreement, shall thereafter automatically renew on a month-to-month basis at the thencurrent rate unless either party notifies the other party at least thirty (30) days prior to the expiration of the thencurrent period of such party's intent not to renew. In the event that Customer commits to a further Term Commitment at the end of the Initial Term, Horizon will negotiate in good faith with Customer. Customer, at its option, may extend this agreement in its entirety for an additional 3-year term. Early termination of the contract will result in a penalty of 50% of the remaining payments due on the contract, unless this business would dissolve & no other similar business would be started. Final contract approval pending successful customer credit history check.

BY SIGNING THIS ORDER THE CUSTOMER INDICATES THAT S/HE HAS READ AND AGREES TO THE HORIZON SERVICE AGREEMENT TERMS AND CONDITIONS as well as the services ordered with this attachment. The fees set forth do not include applicable taxes and other similar charges which may be part of the fee charged by Horizon hereunder and which shall be the responsibility of the Customer as set forth in this Agreement.

Name:

Name:

Name:

Name: Bettina Groves

Title: Senior Business Account Manager

Date: O - I - O8

HLC W HZNUNLBW UGV CRCHV CRT / ON 1562 CD

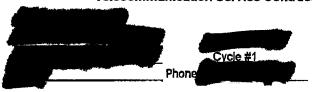
Horizon Technology

10170802

# .Horizon Technology

#### Telecommunication Service Contract

Customer Name Billing Address City, State, Zip Procurement Contact



		Services			
Customer hereby agrees to purche following services (the "Services")	ase from Horizon as listed below p	Technology, and Horizon Technology agree er the terms and conditions set forth in the f	es to provide t following agree	o Customer, one ement.	e of the
Product/Service	Bandwidth	Service Location Street Address City State Zia	Monthly Fee	Installation Fee	Contract Term
(1) line, w/unlimited long distance, Caller ID N&N & 768 Meg internet service			\$86.65	N/A	12 months
Not to include: Dir Adv or Tax	I [				

Billing: All billing inquiries should be directed to 740-772-8588 or via mail to the attention of Business Account Manager, PO BOX 480, Chillicothe OH 45601

Term: The Agreement shall be in effect for the Term set forth hereinabove and, unless terminated earlier in accordance with this Agreement, shall thereafter automatically renew on a month-to-month basis at the then-current rate unless either party notifies the other party at least thirty (30) days prior to the expiration of the then-current period of such party's intent not to renew. In the event that Customer commits to a further Term Commitment at the end of the Initial Term, Horizon will negotiate in good faith with Customer. Customer, at its option, may extend this agreement in its entirety for an additional 3-year term. Early termination of the contract will result in a penalty of 50% of the remaining payments due on the contract. Final contract approval pending successful customer credit history check.

BY SIGNING THIS ORDER THE CUSTOMER INDICATES THAT S/HE HAS READ AND AGREES TO THE HORIZON SERVICE AGREEMENT TERMS AND CONDITIONS as well as the services ordered with this attachment. The fees set forth do not include applicable taxes and other similar charges which may be part of the fee charged by Horizon hereunder and which shall be the responsibility of the Customer as set forth in this Agreement.

Cus By:	Horizon Technology:  By:
Name:	Name: Bettina Groves Title: Senior Business Account Manage
Date: $\frac{10/69/68}{}$	Date: 10/7/08
HLC $\frac{100000000000000000000000000000000000$	6

10170803

# .Horizon Technology

## **Telecommunication Service Contract**



Customer hereby agrees to purchase from Horizon Technology, and Horizon Technology agrees to provide to Customer, one of the following services (the "Services") as listed below per the terms and conditions set forth in the following agreement.

Product/Service	Bandwidth	Service Location Street Address, City_State, Zip	Monthly Fee	Installation Fee	Contract Term
2 Lines Basic Features Unlimited Long Distance Directory Advertising & taxes not included			\$97.80		12 months

#### Installation Date:

**Billing:** All billing inquiries should be directed to 740-772-8588 or via mail to the attention of Business Account Manager, PO BOX 480, Chillicothe OH 45601

**Term:** The Agreement shall be in effect for the Term set forth hereinabove and, unless terminated earlier in accordance with this Agreement, shall thereafter automatically renew on a month-to-month basis at the thencurrent rate unless either party notifies the other party at least thirty (30) days prior to the expiration of the thencurrent period of such party's intent not to renew. In the event that Customer commits to a further Term Commitment at the end of the Initial Term, Horizon will negotiate in good faith with Customer. Customer, at its option, may extend this agreement in its entirety for an additional 3-year term. Early termination of the contract will result in a penalty of 50% of the remaining payments due on the contract. Final contract approval pending successful customer credit history check.

BY SIGNING THIS ORDER THE CUSTOMER INDICATES THAT S/HE HAS READ AND AGREES TO THE HORIZON SERVICE AGREEMENT TERMS AND CONDITIONS as well as the services ordered with this attachment. The fees set forth do not include applicable taxes and other similar charges which may be part of the fee charged by Horizon hereunder and which shall be the responsibility of the Customer as set forth in this Agreement.

Cus	Но
By:	By:
Nam	Nar
Title:	Title
Date: 10 - H- 08	Dat

Horizon Technology:

Name: Niki Stevison

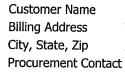
Title: Business Account Manager

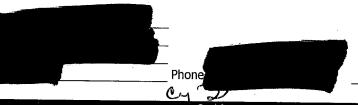
Date: 10/14/2008

(b)(3.80)

# .Horizon Technology

## **Telecommunication Service Contract**





1083901

Customer hereby agrees to purchase from Horizon Technology, and Horizon Technology agrees to provide to Customer, one of the following services (the "Services") as listed below per the terms and conditions set forth in the following agreement,

Product/Service	Bandwidth	Service Location Street Address, City, State, Zip	Monthly Fee	Installation Fee	Contract Term
1 Lines Unlimited Long Distance View Basic Directory Advertising & taxes not included	4		\$78.51		12 months

#### Installation Date:

**Billing:** All billing inquiries should be directed to 740-772-8588 or via mail to the attention of Business Account Manager, PO BOX 480, Chillicothe OH 45601

**Term:** The Agreement shall be in effect for the Term set forth hereinabove and, unless terminated earlier in accordance with this Agreement, shall thereafter automatically renew on a month-to-month basis at the then-current rate unless either party notifies the other party at least thirty (30) days prior to the expiration of the then-current period of such party's intent not to renew. In the event that Customer commits to a further Term Commitment at the end of the Initial Term, Horizon will negotiate in good faith with Customer. Customer, at its option, may extend this agreement in its entirety for an additional 3-year term. Early termination of the contract will result in a penalty of 50% of the remaining payments due on the contract. Final contract approval pending successful customer credit history check.

BY SIGNING THIS ORDER THE CUSTOMER INDICATES THAT S/HE HAS READ AND AGREES TO THE HORIZON SERVICE AGREEMENT TERMS AND CONDITIONS as well as the services ordered with this attachment. The fees set forth do not include applicable taxes and other similar charges which may be part of the fee charged by Horizon hereunder and which shall be the responsibility of the Customer as set forth in this Agreement.

By

Horizon Technology:

Name: Niki Stevison

Title: Business Account Manager

Date: 10/1/2008

Name (

Date:

owner

10-8-08

This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

10/17/2008 3:49:57 PM

in

Case No(s). 08-0042-TP-CTR

Summary: Contracts Small business contracts electronically filed by Tammy D Perry on behalf of Chillicothe Telephone Company