HORIZON
Chillicothe Telephone

November 4, 2008

Ms. Renee Jenkins
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 13th 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 20, 2008 through November 4, 2008.

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

Cordially,

/s/ Tammy Perry
Regulatory Assistant

Attachments

Tammy Perry ☎ Regulatory Assistant
68 E. Main St. ☎ P. O. Box 480 ☎ Chillicothe, OH 45601-0480
Telephone: (740) 772-8260 ☎ Fax: (740) 773-2953
E-mail: Tammy.Perry@horizontel.com

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 Chillicothe Telephone)
to file Tier 1 business customer contracts)
)
)

TRF Docket No. 90-_____

Case No. 08 - 0042 -**TP** - CTR

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) The Chillicothe Telephone Company

DBA(s) of Registrant(s) _____

Address of Registrant(s) 68 E. Main Street; P. O. Box 480; Chillicothe, OH 45601-0480

Company Web Address www.chillicothetelephone.com

Regulatory Contact Person(s) Karen McKee Phone 740-772-8492 Fax 740-773-2953

Regulatory Contact Person's Email Address karen.mckee@horizontel.com

Contact Person for Annual Report Karen McKee Phone 740-772-8492

Address (if different from above) _____

Consumer Contact Information Tammy Perry Phone 740-772-8260

Address (if different from above) tammy.perry@horizontel.com

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

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

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. ***CMRS providers: Please see the bottom of Section II.***

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type ☐ Other (explain below)	☒ ILEC	☐ CLEC	☐ CTS	☐ AOS/IOS
Tier 1 Regulatory Treatment				
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 area, correction of textual error	☐ ZTA *1-6-04(B)* (0 day Notice)	☐ ZTA *1-6-04(B)* (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	☐ ATA *1-6-04(B)* (Auto 30 days)	☐ ATA *1-6-04(B)* (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	☐ ATA *1-6-04(B)* (Auto 30 days)	☐ ATA *1-6-04(B)* (Auto 30 days)		
Business Contract	☒ CTR *1-6-17* (0 day Notice)	☐ CTR *1-6-17* (0 day Notice)		
Withdrawal	☐ ATW *1-6-12(A)* (Non-Auto)	☐ ATW *1-6-12(A)* (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 service charges	☐ TRF *1-6-05(E)* (0 day Notice)	☐ TRF *1-6-05(E)* (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 Conditions, Promotions, or Withdrawal	☐ TRF *1-6-05(E)* (0 day Notice)	☐ TRF *1-6-05(E)* (0 day Notice)	☐ TRF *1-6-05(E)* (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 *(see "Other" below)*	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 *1-6-09(C)* (Auto 30 days)	☐ AAC *1-6-10(F)* (0 day Notice)	CLECs must attach a current CLEC 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 *1-6-11(A)* (Auto 30 days)	☐ ABN *1-6-11(B)* (Auto 14 day)	☐ ABN *1-6-11(B)* (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 *1-6-14(B)* (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 *1-6-14(B)* (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)
Procedural				
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 amendment to an approved agreement	☐ NAG (Auto 90 day)	☐ NAG (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 pursuant to 07-464-TP-COI	☐ ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier supension or modifiction	☐ UNC (Non-Auto)	☐ UNC (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	☐ UNC (Non-Auto)	☐ UNC (Non-Auto)		
CMRS Providers See 4901:1-6-15	☐ RCC [Registration & Change in Operations] (0 day)		☐ NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* *(explain)* _____				

**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.*

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 the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	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).

Section III. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, The Chillicothe Telephone Co. , and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC 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 (Date) Nov. 4, 2008 at (Location) Chillicothe, Ohio

*(Signature and Title) /s/ David M. Polk - VP Admir (Date) Nov. 4 , 2008

- *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, David M. Polk
verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) /s/ David M. Polk - Vice President Administrative Services (Date) Nov. 4 , 2008

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

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

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

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

AFFIDAVIT

State of Ohio)
) s.s.
County of Ross)

I, Steve Steele, am the Executive General Manager of Horizon Technology which is a division of The Chillicothe Telephone Company.

I am aware of the rule of the Public Utilities Commission of Ohio, Ohio Admin. Code, Section 4901:1-6-17(H), that provides that all contract filings must contain an affidavit attesting that the total price of the contract (including all contracted services whether regulated or unregulated) exceeds the total incremental cost of all regulated contracted services.

I hereby attest that the total price of each contract submitted in this filing exceeds the total incremental cost of all regulated services under these same contracts.

/s/ Steve Steele

Executive GM / Horizon Technology

Affirmed to and subscribed before me on November 4, 2008

/s/ Peggy Riggin

Notary Public

[redacted]

11040801

Horizon Technology

Telecommunication Service Contract

Customer Name [redacted]
Billing Address
City, State, Zip Chillicothe, O[redacted]
Procurement Contact [redacted] Phone [redacted] 1085612

Services

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
3 Lines Basic Features Unlimited Long Distance Directory Advertising & taxes not included	1 MEG	[redacted]	$181.60		36 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.

Customer

By: [redacted]

Name [redacted]
Title: [redacted]
Date: 10-24-2008

Horizon Technology:

By: [signature]

Name: Niki Stevison
Title: Business Account Manager
Date: 10/20/2008

1040802

Horizon Technology

Telecommunication Service Contract

Customer Name [redacted]
Billing Address
City, State, Zip Chillicothe, OH 45601
Procurement Contact [redacted] Phone [redacted] 1085388

Services

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	1 Meg	[redacted]	$127.75		36 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.

Customer:
By: [redacted]
Name: [redacted]
Title: [redacted]
Date: 10/22/08

Horizon Technology:
By:
Name: Niki Stevison
Title: Business Account Manager
Date: 10/22/2008

$1060

1104083

Horizon Technology

Telecommunication Service Contract

Customer Name [redacted]
Billing Address [redacted]
City, State, Zip Chillicothe, OH 45601
Procurement Contact [redacted] Pho[redacted]

Services

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
3 Lines Basic Features Unlimited Long Distance **Directory Advertising & taxes not included**	3 MEG	[redacted]	$191.60		24 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.

Cu[redacted]
By [redacted]

Name: [redacted]
Title:
Date: 10.22.08

Horizon Technology:
By: Niki Stevison

Name: Niki Stevison
Title: Business Account Manager
Date: 10/21/2008

1040804

Horizon Technology

Telecommunication Service Contract

Customer Name [redacted]
Billing Address
City, State, Zip
Procurement Contact [redacted] Phone [redacted]

Services

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 Basic Features Unlimited Long Distance **Directory Advertising & taxes not included**	1 MEG	[redacted]	$108.45		12 months

Basic cable

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.

Custo[redacted]
By: [redacted]
Name: [redacted]
Title: [redacted]
Date: [redacted]

Horizon Technology:
By: Niki Stevison
Name: Niki Stevison
Title: Business Account Manager
Date: 10/20/2008

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

11/4/2008 4:37:14 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