

December 29, 2008

Via Electronic Filing

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. 08-1330-TP-ATA

Dear Ms. Jenkins:

The Chillicothe Telephone Company d/b/a Horizon Long Distance submits, via electronic filing, its application to Detariff its toll services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD.

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

# **DETARIFFING AND RELATED ACTIONS**

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD (Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of	)	TRF Docket No. 90 Case No <b>TI</b>		
to Detariff Certain Tier 2 Services and make other chang related to the Implementation of Case No. 06-1345-TP-C			ave reserved a Case No. leave the "Case No.	
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)				
Part I – Tariffs				
Please indicate the Carrier Type and the reason	for subm	itting this form by checkir	ng the boxes below.	
NOTE: All cases are ATA process cases, tariffs are		•	_	
Commission acts to suspend.		•		

# Carrier Type ILEC CLEC CTS Business Tier 2 Services Image: Clear of the control of the co

#### Part II – Exhibits

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

Included	Identified As:	Description of Required Exhibit:
	Exhibit A	The existing affected tariff pages.
	Exhibit B	The proposed revised tariff pages.
	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including:  • citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or  • copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B), including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

# **AFFIDAVIT**

# Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, (Name		m authorized to make this statement on its behalf.
I attest that these tariffs comply with all applicable ru 4901:1-5 OAC for the state of Ohio. I understand that rules, including the Minimum Telephone Service Standa our tariff. We will fully comply with the rules of the st the suspension of our certificate to operate within the sta	tariff notification filings do not imply ords, as modified and clarified from time tate of Ohio and understand that noncom	Commission approval and that the Commission's to time, supersede any contradictory provisions in
I declare under penalty of perjury that the foregoing is tr	ue and correct.	
Executed on (Date) at (Location)	J	
	*(Signature and Title)	(Date)
<ul> <li>This affidavit is required for every tariff-affecting fil applicant.</li> </ul>	ing. It may be signed by counsel or an officer	r of the applicant, or an authorized agent of the
	<u>VERIFICATION</u>	
I,		
*(Signature and Title)		(Date)
*Verification is required for every filing. It may be signed by co	ounsel or an officer of the applicant, or an aut	horized 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

# EXHIBIT A (Existing Schedule Sheets)

The Chillicothe Telephone Company d/b/a
Horizon Long Distance
Case No. 08-1330-TP-ATA

SRF

#### INTEREXCHANGE TELECOMMUNICATIONS SERVICES

#### PUCO 1

Horizon Technology, Inc. d/b/a Horizon Long Distance

Case No. 90-5748-TP-TRF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Horizon Technology, Inc. d/b/a Horizon Long Distance (hereinafter "Carrier") with principal offices at 1410 Industrial Drive, Chillicothe, OH 45601. This Tariff applies to services furnished within the state of Ohio. This Tariff is on file with the Public Utilities Commission ("PUCO"), and copies may be inspected, during normal business hours, at Carrier's principal place of business.



Issued: February 21, 2002

Case No.: 90-5748-TP-TRF

Effective: February 21, 2002

By:

#### **CHECK SHEET**

Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets, as named below, comprise all changes from the original Tariff that are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION
1	First*
2	First*
3 4	Original
	Original
5	Original
6	Original
7	Original
9	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	First*
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28	Original
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30	Original
31	Original
32	Original

Issued: April 28, 2005 Effective: April 28, 2005

Case No.: 90-5748-TP-TRF

Cancels Original Sheet No. 2

# INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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# EXPLANATION OF SYMBOLS AND ABBREVIATIONS

The following are the only symbols used for the purposes indicated below.

- D Delete or Discontinue
- I Change resulting in an increase to a customer's bill
- M Moved from another Tariff location
- N New
- R Change resulting in a reduction to a customer's bill
- T Change in text or regulation but no change in rate or charge

The following are abbreviations used in this tariff.

LATA Local access and Transport Area

PUCO Public Utilities Commission of Ohio

HLD Horizon Long Distance

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#### TARIFF FORMAT

- A. <u>Sheet Numbering</u> Sheet numbers appear in the upper-right comer of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14. 1.
- B. <u>Sheet Revision Numbers Revision numbers also appear in the upper-right comer of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.</u>
- C. <u>Paragraph Numbering Sequence</u> There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2 2.1 2.1.1 2.1.1.A 2.1.1.A.1 2.1.1.A.1.(a) 2.1.1.A.1.(a).1 2.1.1.A.1.(a).1(i)(1)

D. <u>Check Sheets</u> - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

#### 1.1 <u>DEFINITIONS</u>

<u>Application for Service</u> - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Carrier to provide telecommunication service as required.

Carrier - Horizon Long Distance ("Carrier"), unless the context indicates otherwise.

Commission - Public Utilities Commission of Ohio ("PUCO"), unless context indicates otherwise.

<u>Customer</u> - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with tariff regulations.

Day - From 8:00 a.m. up to but not including 5:00 p.m. local time Monday through Friday.

<u>Disconnection</u> - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

Evening - From 5:00 p.m. up to but not including 11:00 p.m. local time Sunday through Friday.

Holiday - Carrier specified holidays are New Year's Day, Martin Luther King's Birthday (federally observed), President's Day, Memorial Day (federally observed), Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Night/Weekend - From 11:00 p.m. up to but not including 8:00 a.m., and 8:00 a.m. Saturday up to but not including 5:00 p.m. Sunday.

<u>Premises</u> - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customer). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at the customer place of business.

Service or Services - The services covered by this Tariff shall include only the State of Ohio.

<u>Terminal Equipment</u> - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

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#### **SECTION 2 - RULES AND REGULATIONS**

# 2.1 <u>UNDERTAKING OF CARRIER</u>

Carrier is a resale common carrier providing intrastate communications services to Customers for their direct transmission and reception of voice, data, and other types of telecommunications. Service is available 24 hours a day, seven days a week, throughout the State of Ohio.

#### 2.2 <u>LIMITATIONS OF SERVICE</u>

- 2.2.1 The Carrier offers service to all those who desire to purchase service from the Carrier consistent with all provisions of this Tariff. Customers or subscribers interested in the Carrier's services shall file a service application with the Carrier which fully satisfies the Customer and identifies the services required.
- 2.2.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available,
- 2.2.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Public Utilities Commission of Ohio, or the law.
- 2.2.4 Title to all facilities provided by the Carrier under these regulations remains with the Carrier. Prior written permission from the Carrier is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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#### **SECTION 2 - RULES AND REGULATIONS**

# 2.3 USE OF SERVICE

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

#### 2.3.1 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

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#### **SECTION 2 - RULES AND REGULATIONS**

#### 2.4 LIABILITY

- 2.4.1 The liability of the Carrier for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs. For the purpose of computing this amount, a month is considered to have 30 days. In no event will Carrier be liable for any indirect, consequential or special damages, or for any lost profits, even if advised of the possibility of the same.
- 2.4.2 Carrier shall not be liable for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by any person or entity other than Carrier, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government, or by any other cause beyond Carrier's control.
- 2.4.3 Carrier shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
  - A. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation of violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by Carrier under this Tariff;
  - B. connecting, combining, or adapting Carrier's facilities with Customer's apparatus or systems--
  - C. any act of omission by the Customer; or
  - D. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Carrier, if not caused by gross negligence of the Carrier.

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# **SECTION 2 - RULES AND REGULATIONS**

# 2.4 <u>LIABILITY</u>

- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Carrier.
- 2.4.5 CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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#### SECTION 2 - RULES AND REGULATIONS

#### 2.5 INTERRUPTION OF SERVICE

2.5.1 Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by the Customer and other carriers are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

#### 2.6 RESPONSIBILITY OF THE CUSTOMER

- 2.6.1 All Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:
  - A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier, and complying with Carrier's regulations governing the service. Customer is also responsible for assuming that its users comply with regulations.
  - B. When placing an order for service, Customer must provide:
    - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
    - 2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).
  - C. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
    - 1. the negligence or willful act of Customer or user;
    - 2. improper use of service; or
    - 3. any use of equipment or service provided by others.

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#### **SECTION 2 - RULES AND REGULATIONS**

#### 2.6 RESPONSIBILITY OF THE CUSTOMER

#### 2.6.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the Lime during which such tests and adjustments are made.

#### 2.6.3 <u>Credit Allowances</u>

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier.

- A. Credit allowances for failure of service or equipment starts when Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- B. Customer shall notify Carrier of failures of service or equipment and made reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of the Customer, or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
  - 1. interruptions of service resulting from Carrier performing routine maintenance;
  - 2. interruptions of service for implementation of a Customer order for a change in the service;
  - 3. interruptions caused by negligence of Customer or his authorized user; or
  - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

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#### **SECTION 2 - RULES AND REGULATIONS**

## 2.6 <u>RESPONSIBILITY OF THE CUSTOMER</u>

#### 2.6.4 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in the Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.
- B. If Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

Issued: February 21, 2002 Effective: February 21, 2002

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#### **SECTION 2 - RULES AND REGULATIONS**

#### 2.6 RESPONSIBILITY OF THE CUSTOMER

## 2.6.5 Payment and Charges for Service

- A. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis. Service continues to be provided until canceled by Customer or by Carrier in accordance with provisions of this Tariff.
- B. All payments will be due upon receipt. A non-recurring late charge fee of 1.5% is applicable for all portions of payments received past due. A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.
- C. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s); billed to the Customer's number(s) via third party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- D. Service may be denied or discontinued at Carrier's discretion, for non-payment of amounts due to Carrier, past the due date, in accordance with 4901:1-5, O.A.C. Restoration of service will be subject to all applicable installation charges.
- E. Customer is liable for all costs associated with collecting past due charges, including all attorney's fees.
- F. Customers of toll free (e.g., 800 or 888) services are responsible for payment for all calls placed to or via Customer's toll free service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of Customer's service by Customer-provided systems, equipment, facilities, or services interconnected to Customer's toll free service, or use, misuse, or abuse occasioned by third parties, including, without limitation, Customer's employees, other common carriers, or members of the public who dial Customer's toll free service number(s) by mistake. Carrier reserves the right to not switch Customer's toll free number(s) to another carrier until Customer has paid in full all amounts owned to Carrier for such toll free service.

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#### **SECTION 2 - RULES AND REGULATIONS**

### 2.6 <u>RESPONSIBILITY OF THE CUSTOMER</u>

# 2.6.6 Application of Charges

The charge for services are those in effect for the period that service is furnished. If the charge for a period covered by a bill changes after the bill has been rendered, the bill will or shall be adjusted to reflect the new charges.

# 2.6.7 Deposits

Carrier reserves the right to require a deposit or usage prepayment equal to one month's estimated charge.

#### 2.6.8 Bad Check Charge

Carrier will bill Customer a one-time charge of \$15.00 if Customer's check for payment of service is returned for insufficient or uncollectable funds, closed accounts, or any Other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

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#### **SECTION 2 - RULES AND REGULATIONS**

# 2.7 RESPONSIBILITY OF CARRIER

#### 2.7.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.6.3, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated.

#### 2.7.2 Cancellation of Credit

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

Issued: February 21, 2002 Case No.: 90-5748-TP-TRF

#### **SECTION 2 - RULES AND REGULATIONS**

#### 2.7 <u>RESPONSIBILITY OF CARRIER</u>

#### 2.7.3 <u>Disconnection of Service by Carrier</u>

Disconnection of Service will be conducted in accordance with MTSS Section 4901:1-5-17.

#### 2.7.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

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#### SECTION 2 - RULES AND REGULATIONS

#### 2.8 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

#### 2.9 TAXES

Customer will be billed and is responsible for payment of applicable local, state, and federal taxes assessed in conjunction with service used.

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#### SECTION 2 - RULES AND REGULATIONS

# 2.10 TIMING OF CALLS

#### 2.10.1 When Billing Charges Begin and Terminate for Phone Calls

Customer's long distance usage charge is based on the actual usage of Carrier's network. Usage begins when the called party picks up the receiver (i.e., when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as a usage of the network. A call is terminated when the calling or called party hangs up.

#### 2.10.2 Billing Increments

Unless otherwise specified in this tariff, the minimum call duration for billing purposes is sixty (60) seconds. After the initial sixty (60) second minimum billing increment, calls are billed in six (6) second increments. All partial increments are rounded up to the next whole increment.

#### 2.10.3 Per-Call Billing Charges

Billing will be rounded to the nearest penny for each call.

#### 2.10.4 <u>Uncompleted Calls</u>

There shall be no charge for uncompleted calls.

#### 2.11 START OF BILLING

For billing purposes, the start of service is the day following acceptance by the Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2.6.4 of this Tariff.

Issued: February 21, 2002

Case No.: 90-5748-TP-TRF

#### **SECTION 2 - RULES AND REGULATIONS**

#### 2.12 <u>INTERCONNECTION</u>

- 2.12.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at the Customer's expense.
- 2.12.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Carriers' facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

#### 2.13 CALCULATION OF DISTANCE

Usage charges for all mileage-sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

#### 2.14 OTHER RULES

2.14.1 Horizon reserves the right to validate the credit worthiness of Customers through available verification procedures. Each Customer will be required to establish credit in accordance with Rules 4901:1-17-03, 4901:1-17-06, and 4901:1-5-13 of the Ohio Administrative Code. Cash deposits will accrue simple interest in accordance with Section 4901:1-17-05 of the Ohio Administrative Code.

(N)

(N)

Effective: April 28, 2005

Issued: April 28, 2005 Case No.: 90-5748-TP-TRF

#### **SECTION 3 - DESCRIPTION OF SERVICES**

#### 3.1 <u>DESCRIPTION OF PROPOSED SERVICES</u>

#### 3.1.1 Basic Message Telecommunications Service (MTS)

MTS is an intercity usage-based service which is available for access by residential subscribers on a full time basis. It consists of those service components required for telecommunications between the calling and called parties. The subscriber will employ one of the following dialing patterns to use this service:

- A. In all equal access exchanges, the subscriber's telephone lines(s) can be programmed (presubscribed) by the Local Exchange Company (LEC) to automatically route "1+" InterLATA calls to the Carrier network);
- B. To access the Carrier network from an equal access office for an IntraLATA call or when calling from a telephone line not presubscribed to HDL, subscribers would dial office for an IntraLATA call or when calling from a telephone line not presubscribed to Carrier, subscribers would dial "10XXXX" and then the called telephone number; or
- C. From non-equal offices, subscribers would dial an access telephone number, receive a second dial tone, then dial their authorization code and the called telephone number.
- D. In the event that Carrier determines that provision of MTS via a seven digit access number imposes a significant risk of fraudulent use of its service, Carrier, at its discretion, may choose not to process new orders for service and/or may, after written notice, cancel existing customers' authorization codes. Basic MTS is provided only where facilities and billing capabilities permit.
- E. Rate periods, as defined in Section 1.1, are applicable as indicated and are based on the local prevailing time at the point from which the call is made. The evening rate shall also apply on Carrier-specified holidays from 8:00 a.m. to 11:00 p.m., except when a lower rate would normally apply. Carrier-specified holidays are New Year's Day, Martin Luther King's Birthday (federally observed), President's Day, Memorial Day (federally observed), Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Calls that begin in one rate period and terminate in another will be prorated accordingly, on a per minute basis.

Issued: February 21, 2002 Case No.: 90-5748-TP-TRF

#### **SECTION 3 - DESCRIPTION OF SERVICES**

#### 3.1 <u>DESCRIPTION OF PROPOSED SERVICES</u>

#### 3.1.2 Horizon Calling Card Services

Calling card services allow a customer to have a call billed to their Horizon Long Distance calling card rather than to the phone line from which the call is originated. Whether or not the calling line is presubscribed to Carrier, to place a call, the customer will dial either a local access number or a toll free 800/888 access number into Carriers calling card platform. The customer will then be prompted to enter in their calling card number plus their personal identification number (PIN). Once the card is validated, the customer will be prompted to enter the number they wish to call and the call will be processed. Horizon Long Distance calling cards do not require live operator intervention.

#### 3.1.3 Operator Assisted Services

Both traditional and AOS operator assistance is available on station-to-station calls, collect calls, calls billed to a third number and calling card calls. From presubscribed lines, customers can obtain operator assistance by dialing "00". From any line, customers can obtain Carrier operator assistance by dialing "10XXXX." Operator assisted services are provided only where facilities and billing capabilities permit.

#### 3.1.4 <u>Directory Assistance Services</u>

Directory Assistance Service is available to customers who dial 1+(NPA)+555-1212 from lines presubscribed to Carrier or who dial 10XXXXX+1+(NPA)+555-1212 from lines not presubscribed to Carrier. Directory Assistance service is provided only where facilities and billing capabilities permit.

#### 3.1.5 Commercial Message Telecommunications Service (MTS)

Commercial Message Telecommunications Service (MTS) is an intercity usage-based service for customers classified as business customers by their local exchange provider. Commercial MTS is accessed in the same manner that Basic MTS service is accessed and except where otherwise noted is a similar product. Commercial MTS is provided only where facilities and billing capabilities permit.

Issued: February 21, 2002 Case No.: 90-5748-TP-TRF

#### **SECTION 3 - DESCRIPTION OF SERVICES**

#### 3.1 <u>DESCRIPTION OF PROPOSED SERVICES</u>

#### 3.1.6 Toll Free Service

Toll Free service is an intercity usage-based service where calls are dialed with a specific prefix (800 or 888) and paid for by the subscriber of the service rather than the calling party. The customer is responsible for all charges for use of the Carrier network arising from calls placed to the customer's toll free number. For Basic Consumer Service, the toll free service customer shall not have any ownership interest or proprietary right in any particular toll free service number. Carrier shall not be liable, at all, for the use, misuse or abuse of a customer's toll free service by third parties, including without limitation, the customer's employees or members of the public who dial the customer's toll free number by mistake. Compensation for any injury that the customer may suffer due to the fault of other than the Carrier must be sought from such other parties. Each toll free telephone number must be placed in actual and substantial use by the customer.

The customer may be required to provide calling pattern information necessary for Carrier to evaluate whether it may result in network blockage and Carrier may suspend installation until adequate facilities are available. In situations where heavy call volumes are expected in a short period of time Carrier may require the customer to supply a traffic forecast, identify the anticipated busy hoar, the geographical marketing areas and the schedule of promotional activities. Customers may not use ANI Delivery to invoice their customers in connection with services other than common carrier services.

Customers can choose Carrier to serve as their Responsible Organization (Resp Org) for the administration of their toll free number(s). A Resp Org is the entity responsible for managing and administering toll free subscriber's records in the Toll Free Service Management System (SMS/800). The SMS/800 recognizes one Resp Org for each 800/888 number. In its capacity as Resp Org, Carrier will reserve, assign, activate or change, upon receipt of a verified request, toll free numbers for a customer or potential customer and will administer toll free numbers, in accordance with customary industry standards and practices, the terms of this service description and the effective procedures of the SMS/800. When a customer decides not to utilize the reserved, assigned or activated toll free number, the customer must notify Carrier within 48 hours so that Carrier may release the toll free number to the pool of numbers available for assignment in accordance with industry practice and standards. If the customer owes the company \$1000 or more and that amount is 30 days past due, Carrier may refuse to request an SMS Resp Org change on the customer's behalf until the obligation is fully paid.

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#### **SECTION 3 - DESCRIPTION OF SERVICES**

# 3.1 <u>DESCRIPTION OF PROPOSED SERVICES</u>

#### 3.1.6 <u>Toll Free Service</u> (cont'd.)

Toll free numbers are incidental to the inbound calling services with which they are associated and, as such, may not be sold, transferred or otherwise conveyed independent of inbound transmission services. The assignment of a toll free telephone number for use with company-provided inbound transmission service confers on the customer no proprietary interest whatsoever in the number assigned. It shall be a violation of the customer's service agreement if the customer seeks to acquire, or does acquire, any toll free number associated with inbound service provided by the company for the primary purpose of selling, brokering, bartering or releasing for a fee (or other consideration) to another party that number, independent of the service with which is associated. In any instance in which the company learns that a customer or prospective customer is attempting to sell or otherwise transfer or assign a toll free number to another person, in violation of the service provisions, Carrier may immediately and without notice release the number from reserved status, or it may immediately, upon written notice to the customer, discontinue the furnishing of service via the number, which ever course of action is appropriate.

#### 3.1.7 Minimum Monthly Billing

Several Horizon Long Distance products require customers to meet a minimum billing amount. If a customer, who chooses a product that requires a minimum billed amount, does not meet or exceed that amount, Horizon will charge the customer the difference between the minimum billing amount and the actual billed amount.

#### 3.1.8 Toll Free Recurring Charges

Horizon Long Distance offer Toll Free Products (800/888) that require customers to pay recurring monthly charges. Horizon will bill customers the appropriate charge, depending upon which product the customer has chosen.

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#### **SECTION 3 - DESCRIPTION OF SERVICES**

# 3.1 <u>DESCRIPTION OF PROPOSED SERVICES</u>

#### 3.1.9 Prepaid Card Service

Horizon Prepaid Card Service provides an outbound voice grade communications service for calls charged to a Horizon Prepaid Card. Horizon Prepaid Card Service is accessed using a toll free number printed on the card.

All calls must be charged against a Horizon Prepaid Card that has a sufficient available balance. The following types of cal Is may not be completed with the Horizon Prepaid Card Service:

- Calls to 700 numbers
- Calls to toll free numbers
- Calls to 900 numbers
- Directory Assistance calls
- All Operator Service calls
- Busy Line Verification and Interrupt Service
- Calls requiring the quotation of time and charges
- Air-to-Ground calls

Except as may be specifically referenced therein, calls made utilizing Horizon Prepaid Card Service are not included in any Optional Calling Plans, or any other Horizon services Or Promotions.

Horizon Prepaid Card Service is available twenty-four hours a day, seven days a week. The number of available Horizon Prepaid Cards is subject to technical limitations. Such cards will be offered to customers on a first come, first served basis.

#### 3.1.10 Promotions

Carrier may, from time to time, engage in national and/or Intrastate promotional offerings or trials, designed to attract new customers, to stimulate customer usage, to test potential new services and/or to increase existing customer awareness of Carrier services. These offerings may be limited to certain services, dates, times of day and/or locations determined by the company. These offerings may include without limitations, discounts, redeemable points, reduced or waived minimum monthly requirements, or cash rewards to customers. To the extent that these programs extend to intrastate services, the terms of these national offerings are incorporated by reference, herein.

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#### **SECTION 3 - DESCRIPTION OF SERVICES**

#### 3.1 <u>DESCRIPTION OF PROPOSED SERVICES</u>

#### 3.1.11 Plan S

Plan S is a usage based calling plan targeted at residential and small businesses. It can be used for direct dial, calling card and toll free services over switched access lines. Plan S will be marketed by affinity groups to residential and small business customers. These affinity groups will receive up to 5% of gross billed revenue from those customers which the affinity group has successfully marketed to. Plan S is provided only where facilities and billing capabilities permit.

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#### **SECTION 4 - RATES AND CHARGES**

4.2 PREPAID CALLING CARD SERVICE

Price Per Unit

\$4500

# 4.3 BUSINESS AND RESIDENTIAL CALLING CARD SERVICES

4.3.1 <u>Customer Dialed Calling Card station per minute of use charges:</u>

4.3. 1.1 IntraLATA/InterLATA Rates

Flat Rate Fee Per Minute:

\$0.2500

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#### **SECTION 4 - RATES AND CHARGES**

#### 4.4 OPERATOR ASSISTED SERVICES

- 4.4.1 Operator Assisted per minute of use charges for Collect, Third Party and Sent Paid Non-Coin Calls
  - 4.4.1.1 IntraLATA /InterLATA Rates

Flat Rate Fee Per Minute:

\$0.2700

- 4.4.2 Operator Station per minute of use charges for Sent Coin Calls
  - 4.4.2.1 IntraLATA/InterLATA Rates

Flat Rate Fee Per Minute:

\$0.2700

- 4.4.3 Operator Assisted Person-to-Person per minute of use charges for Sent Paid Coin Calls
  - 4.4.3.1 Intra-LATA/InterLATA Rates

Flat Rate Fee Per Minute:

\$0.2700

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Effective: February 21, 2002

By:

#### **SECTION 4 - RATES AND CHARGES**

# 4.4 <u>OPERATOR ASSISTED SERVICES</u> (cont'd.)

# 4.4.4 Service Charges for Operator Assistance

		Service Charge
		Per Call
Person-to-Person		
Sent Paid - Coin		
	IntraLATA	\$4.80
	InterLATA	\$4.80
Collect		
	IntraLATA	\$2.50
	InterLATA	\$2.50
Billed to a Third Party		
	IntraLATA	\$2.50
	InterLATA	\$2.50
Sent Paid - Non Coin		
	IntraLATA	\$2.50
	InterLATA	\$2.50
Sent Paid - Coin		
	IntraLATA	\$2.50
	InterLATA	\$2.50

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#### **SECTION 4 - RATES AND CHARGES**

#### 4.5 DIRECTORY ASSISTANCE SERVICE

Up to two requests for numbers may be made on each call to Directory Assistance. The Directory Assistance Charge applies whether or not the Directory Assistance bureau furnishes the requested telephone number(s). Calling Card Surcharges and Operator Service Surcharges apply when calls to Directory Assistance are made using a calling card or operator assistance.

Flat Rate Fee Per Call:

\$0.85

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#### **SECTION 4 - RATES AND CHARGES**

#### 4.6 <u>TOLL-FREE SERVICE</u>

Toll free usage can be applied to any HLD calling plan.

The following options are available under Toll Free Service: Basic Consumer Service, Basic Business Service and High Usage Service. High Usage Service is originated via normal shared use facilities and is terminated via dedicated access lines or T-I access lines between the subscriber's premises and HLD's POP in the terminating LATA. Basic Consumer Service and Basic Business Service are originated via normal shared use facilities and terminate via local exchange service access lines.

Basic Consumer Service is a flat-rated service designed for residential customers. Charges are based on the duration of the call and the applicable per-minute usage rate. Calls will be billed in six-second increments. HLD will provide the customer with a toll free telephone number and a 4 digit authorization code, the combination of which will designate their service and billing location.

Basic Business Service is a flat-rated service designated for small business locations. Charges are based on the duration of the call and the applicable per-minute rate. Calls will be billed in six-second increments.

High Usage Service is a flat-rated service designed for large business locations. Charges are based on the duration of the call and the applicable per-minute rate. Calls will be billed in six-second increments.

Calls are rounded up to the next one tenth minute. If the charge for a call includes a fraction of a cent, the fraction will be rounded up to the nearest whole cent. Call duration begins when a call is received by or passes through the customer premises equipment. It is the customer's responsibility to pass appropriate answer supervision back to the HLD network. Per-minute rates for toll free calls originating and terminating in NPA's within the state of Ohio are as follows:

•	Monthly		
	(per location)		
	Rate/Min	Recurring	Non-Recurring
Basic Consumer Service	.2300	\$10	\$0
Basic Business Service	.2000	\$15	\$0
High Usage Service*	.1600	\$20	<b>\$</b> 0

<sup>\*</sup>Prices for High Usage Service are exclusive of the dedicated connection facilities.

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# **SECTION 4 - RATES AND CHARGES**

# 4.6 <u>TOLL-FREE SERVICE</u> (cont'd.)

Other non-recurring charges are:

	Per Order
Order Processing	\$ 20.00
Order Expedite	\$ 20.00
Order Change	\$ 20.00

Toll Free Service is available as follows:

Basic Consumer, Basic Business and High Usage Service are available throughout the state.

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# EXHIBIT B (Proposed Schedule Sheets)

# INTEREXCHANGE TELECOMMUNICATIONS SERVICES

(T)

#### PUCO 1

The Chillicothe Telephone Company d/b/a/ Horizon Long Distance

Case No. 90-5748-TP-TRF

P.O. Box 480 68 E. Main Street Chillicothe, OH 45601

Toll Services except Deposits, Return Check Charge and Telecommunications Relay Service are now located in a catalog on the company website at <a href="www.horizontel.com">www.horizontel.com</a>.

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5). These safe guards can be found in the appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering and changing service, service repair, payment of bills, and disconnection and reconnection of service.

(T)

# INTEREXCHANGE TELECOMMUNICATIONS SERVICES

# **CHECKSHEET**

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets, as named below, comprise all changes from the original Tariff that are currently in effect as of the date at the bottom of this sheet.

SHEET	REVISION	
Title	First *	
1	Second *	
2	Second *	
3	First *	
4	First *	
5		Deleted as a result of detariffing
6		Deleted as a result of detariffing
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31		Deleted as a result of detariffing
32		Deleted as a result of detariffing

PUCO Tariff No. 1 Second Revised Sheet No. 2 Cancels First Revised Sheet No. 2

# INTEREXCHANGE TELECOMMUNICATIONS SERVICES

# TABLE OF CONTENTS

Check Sheet	<u>Sheet</u> 1
Explanation of Symbols and Abbreviations	3
Rules and Regulations	4
Deposits Late Payment Fee Returned Check Charges	4 4 4

PUCO Tariff No. 1 First Revised Sheet No. 3 Cancels Original Sheet No. 3

# INTEREXCHANGE TELECOMMUNICATIONS SERVICES

# EXPLANATION OF SYMBOLS AND ABBREVIATIONS

The following are the only symbols used for the purposes indicated below.

- D Delete or discontinue
- I Change resulting in an increase to a customer's bill
- M Moved from another tariff location
- N New
- R Change resulting in a reduction to a customer's bill
- T Change in text or regulation but no change in rate or charge

The following are abbreviations used in this tariff.

LATA Local Access and Transport Area

PUCO Public Utilities Commission of Ohio

HLD Horizon Long Distance

\$ 9.00

# INTEREXCHANGE TELECOMMUNICATIONS SERVICES

#### **RULES AND REGULATIONS**

(D)

(M)

# **Deposits**

Carrier reserves the right to require a deposit or usage prepayment equal to one month's estimated charges.

# Returned Check Charges

(T)

Charges per check returned (Non Specific)

A \$9.00 nonrecurring returned check charge will be charged to the customer for each occasion a check, draft, or electronic funds transfer item is presented for payment for service by a subscriber and is not accepted by the institution upon which it is drawn. In addition, the Company will pass thru to the customer any charges that the Company's bank charges the Company for returned checks. A non-sufficient funds payment is considered by the company as payment not being made on the account. The NSF payment and nonrecurring returned check charges plus any additional bank charges must be paid in full with cash or cashiers check. An additional charge for reconnection may apply if service is disconnected as a result of a NSF payment.

(T)

# Late Payment Fee

All payments will be due upon receipt. A non-recurring late charge fee of 1.5% is applicable for all portions of payments received past due. A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

(M)

# EXHIBIT C (Summary of Tariff Revisions)

<u>SHEET</u>	
Title	Revised tariff sheet
1	Revised tariff sheet
2	Revised tariff sheet
3	No change; refresh formatting
4	Detariffed; revised sheet contains content from previous sheets
	13 and 14
5	Detariffed and moved to catalog; eliminate sheet
6	Detariffed and moved to catalog; eliminate sheet
7	Detariffed and moved to catalog; eliminate sheet
8	Detariffed and moved to catalog; eliminate sheet
9	Detariffed and moved to catalog; eliminate sheet
10	Detariffed and moved to catalog; eliminate sheet
11	Detariffed and moved to catalog; eliminate sheet
12	Detariffed and moved to catalog; eliminate sheet
13	Detariffed and moved to catalog; keep late pmt charges in tariff
	(move to revised sheet 4); eliminate sheet
14	Detariffed and moved to catalog; keep deposits and returned
	check charges in tariff (move to revised sheet 4); eliminate sheet
15	Detariffed and moved to catalog; eliminate sheet
16	Detariffed and moved to catalog; eliminate sheet
17	Detariffed and moved to catalog; eliminate sheet
18	Detariffed and moved to catalog; eliminate sheet
19	Detariffed and moved to catalog; eliminate sheet
20	Detariffed and moved to catalog; eliminate sheet
21	Detariffed and moved to catalog; eliminate sheet
22	Detariffed and moved to catalog; eliminate sheet
23	Detariffed and moved to catalog; eliminate sheet
24	Detariffed, services no longer offered; eliminate sheet
25	Detariffed, services no longer offered; eliminate sheet
26	Sheet did not exist in previous tariff; eliminate sheet
27	Detariffed, services no longer offered; eliminate sheet
28	Detariffed and moved to catalog; eliminate sheet
29	Detariffed and moved to catalog; eliminate sheet
30	Detariffed and moved to catalog; eliminate sheet
31	Detariffed and moved to catalog; eliminate sheet
32	Detariffed and moved to catalog; eliminate sheet

# EXHIBIT D

The Applicant intends to comply with Ohio Administrative Code 1901:1-6-05(G)(3) by maintaining a catalog of detariffed toll services. This catalog will be available in hard copy and also may be found on the Company's website at www.horizontel.com.

# EXHIBIT E (Customer Notice)

The following customer notification was sent to all affected customers as a bill message on customer invoices beginning with Cycle 3 in December 2008.

New rules issued September 19, 2007 by the Public Utilities Commission of Ohio require Ohio telecommunications providers to detariff certain telecommunication services. Effective immediately the prices, service descriptions, and the terms and conditions for long distance services that you are provided by Horizon Long Distance will no longer be on file with the Public Utilities Commission of Ohio.

You will be able to find these services in a catalog online at www.horizontel.com or you can request a copy of this information by visiting our Horizon Chillicothe Telephone office at 68 E. Main Street in Chillicothe or by calling (740) 772-8331.

This change does not affect the prices, terms or conditions of those services to which you currently subscribe. These services continue to be regulated by the Public Utilities Commission of Ohio.

If you have any questions about this matter, please call Horizon Chillicothe Telephone at (740) 772-8331 or visit us online at www.horizontel.com.

# EXHIBIT F (Notarized Affidavit)

# CUSTOMER NOTICE AFFIDAVIT

SS:

STATE OF OHIO: COUNTY OF ROSS:

# **AFFIDAVIT**

I, David M. Polk, am an authorized agent of the applicant corporation, The Chillicothe Telephone Company, d/b/a Horizon Long Distance and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers as a bill message for all billing cycles beginning with Cycle 3 in December 2008, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 13-17-08 CHILLEOTHE CH (Date) (Location) 181 VICE PRESIDENT

(Signature and Title)

Subscribed and sworn to before me this  $\frac{12|11|08}{\text{(Date)}}$ 

Notary Public

My Commission Expires:

REBECCA D. BARNHART NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES ON JAN. 26, 2010 This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

12/29/2008 2:52:16 PM

in

Case No(s). 08-1330-TP-ATA

Summary: Tariff application to Detariff all toll services necessary to implement PUCO 06-1345-TP-ORD electronically filed by Tammy D Perry on behalf of Chillicothe Telephone Company