

April 29, 2009

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

Re: Case No. 09-0082-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 April 1, 2009 through April 29, 2009.

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?	g?			
Section I – Pursuant to Chapter 4901:11 submitting this form by checking the both 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.	exes below. CMRS poons, see the identified sectuired by the Commission	roviders: Please see tion of Ohio Administration may be obtained from the	the bottom of Section we Code Section 4901 and Commission's web site at	n II. //or the supplemental t <u>www.puco.ohio.gov</u>
Carrier Type Other (explain below)	☐ ILEC	☐ CLEC	☐ CTS	☐ AOS/IOS
<u>Tier 1 Regulatory Treatment</u>				
Change Rates within approved Range	TRF <i>1-6-04(B)</i> (0 day Notice)	TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling	ZTA 1-6-04(B)	ZTA 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 Returned Check Charge	☐ ATA <i>1-6-04(B)</i> (Auto 30 days)	ATA 1-6-04(B) (Auto 30 days)		
· ·	CTR 1-6-17	CTR 1-6-17		
Business Contract	(0 day Notice)	(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 <i>1-6-05(E)</i> (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 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 1-6-11(B) (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 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)
<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	☐ ARB		
1 to quoci for 7 tibili allori	(Non-Auto)	(Non-Auto)		
Introduce or change c-t-c service tariffs,		☐ ATA		
introduce of change of a service taring,		(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)		
	□RCC		□NAG	
CMRS Providers See 4901:1-6-15	_	n Operations]	[Interconnection Agree	ment or Amendment]
	(0 day)		(Auto 90 days)	
Other* (evolain)				
Company				
CMRS Providers See 4901:1-6-15 Other* (explain)	Registration & Change in Operations		[Interconnection Agree	ment or Amendment]

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:
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).

^{*}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

	, and	_ , and am authorized to make this statement on its beha		
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)		
 This affidavit is required for every tariff-affectin applicant. 	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

<u>AFFIDAVIT</u>

State of Ohio)	
County of Ross) s.s.)	
•		
	e Executive General Macothe Telephone Comp	anager of Horizon Technology which is a pany.
Section 4901:1-6-17(lattesting that the total	H), that provides that all price of the contract (i	Commission of Ohio, Ohio Admin. Code, Il contract filings must contain an affidavit neluding all contracted services whether neremental cost of all regulated contracted
		atract submitted in this filing exceeds the es under these same contracts.
		/s/ Steve Steele
		Executive GM / Horizon Technology
Affirmed to and subsc	cribed before me on Ap	oril 29, 2009
		/s/ Peggy Riggin



Telecommunication Service Contract Customer Name Billing Address City, State, Zip Chillicothe, OH 45601 Cycle #1 Procurement Contact Phone 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 Monthly Installation Contract Street Address, City, State, Zio Fee Fee Term (2) ISDN lines, w/unlimited long \$105.00 \$64.73

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

1 month

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

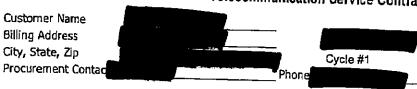
Agreement. By	Horizon Technology By:	/:
Nam Title: Owner Date: 4-2-09	Name Title: Senior Business Date: 3/31/09	Account Manager
HLC V HZNUNLBV UGN CRCHV CRT.N/A	SV	CD

distance service Not to include: Dir Adv or Tax

04290902

.Horizon Technology

Telecommunication Service Contract



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) line, w/unlimited long distance, basic features			\$48,90	\$39.95	12 months
Not to include: Dir Adv or Tax					

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 committs 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 \$250.00. 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: By:	
Name Title: 10 where Date: 4/7/09	Name: Title: Senior Business Accoudance: 4/7/09	ınt Manager
HLC $\sqrt{\frac{115074}{2000000000000000000000000000000000000$	SV	со

Customer Name Billing Address City, State, Zip Procurement Contact



		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 Zin	Monthly Fee	Installation Fee	Contract Term	
(1) line, w/unlimited long distance & Deluxe Internet service Not to Include: Dir Adv or Tax	1 Mag		\$78.85	\$29.95	36 months	

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 \$250.00. Final contract approval pending successful customer credit history check.

BY SIGNING THIS ORDER THE CUSTOMER INDICATES THAT SIHE 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 Horlzon hereunder and which shall be the responsibility of the Customer as set forth in this Agreement.

By:	Hosizon Tachnologue
Name. Title: Office Manages Date: 4-14-09	Nar Title: Senior Business Account Manager Date: 4/13/09 Expires 5/13/09
HLC V HZNUNLB V UGV CRCH V CRT -18.80	CD 5N

Telecommunication Service Contract

Customer Name
Billing Address
City, State, Zip
Procurement Contact



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 7to	Monthly Fee	Installation Fee	Contract Term
(3) Ilnes, w/unlimited long distance, basic features, View Plus cable & Advantage internet service Not to include: Dir Adv or Tax			\$246,55	N/A	36 months

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 \$250.00. 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 By:	
Name: OUNPR	
Date: 4-/5-09 HLC / HZNUNLB / UGNA	CRCH / CRT

1116822

Horizon Technology:

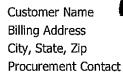
Nam

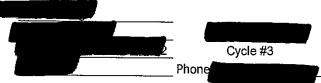
Title: Senior Business Account Manager

Date: 4/15/09 Expires: 5/15/09

CD SN

Telecommunication Service Contract





Services

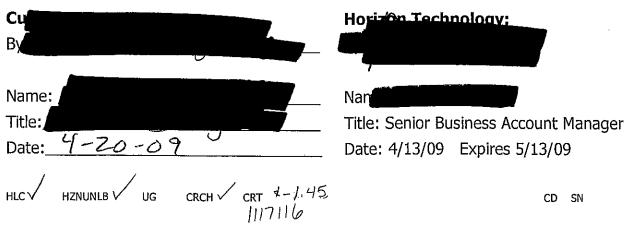
Customer hereby agrees to purchase from Horizon Technology, and Horizon Technology agrees to provide to Customer, one of the following services (the "Services") as listed below per the terms and conditions set forth in the following agreement.

Product/Service	Bandwidth	Service Location Street Address, City, State, Zip	Monthly Fee	Installation Fee	Contract Term
(1) line, w/unlimited long distance, caller ID plus, cfwdg all calls & View basic cable service Not to Include: Dir Adv or Tax			\$72.15	N/A	36 months

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 \$250.00. 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.



This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/30/2009 4:16:16 PM

in

Case No(s). 09-0082-TP-CTR

Summary: Contracts Tier 1 business customer contracts electronically filed by Tammy D Perry on behalf of Chillicothe Telephone Company