

March 15, 2010

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

Re: Case No. 10-0047-TP-CTR

Dear Ms. Jenkins:

The Chillicothe Telephone Company submits, via electronic filing, individual business customer contracts for Tier 1 services.

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

Cordially,

/s/ Amy Gumm Government Affairs Assistant

Attachments

Amy Gumm **2** Government Affairs 68 E. Main St. **2** P. O. Box 480 **2** Chillicothe, OH 45601-0480 Telephone: (740) 772-8226 **2** Fax: (740) 773-2953 E-mail: Amy.Gumm@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 <u>Chillicothe Telephone</u> to file Tier 1 business customer contracts

TRF Docket No. 90-____

Case No. <u>10</u> - <u>0047</u> - **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 456	01-0480	
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 Amy Gumm		Phone 740-772-8226
Address (if different from above) amy.gumm@horizontel.com		
Motion for protective order included with filing? Yes X 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 <u>www.puco.ohio.gov</u> 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.

<u>Carrier Type</u> Other (explain below)	X ILEC		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 <i>1-6-05(E)</i> (0 day Notice)	TRF <i>1-6-05(E)</i> (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	

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) March 15, 2010 at (Location) Chillicothe, Ohio

*(Signature and Title) /s/ David M. Polk - VP Admin. (Date) Mar. 15, 2010

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) Mar. 15, 2010 *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

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	urrent CLEC
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	<u> </u>			
Designation of Process Agent(s)	(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 NAG		
amendment to an approved agreement	(Auto 90 day)	(Auto 90 day)		
Request for Arbitration	ARB (Non-Auto)	(Non-Auto)		
Introduce or change c-t-c service tariffs,		ATA (Auto 30 day)		
Introduce or change access service	🗌 ATA			
pursuant to 07-464-TP-COI	(Auto 30 day)			
Request rural carrier exemption, rural				
carrier supension or modifiction	(Non-Auto)	(Non-Auto)		
Pole attachment changes in terms and				
conditions and price changes.	(Non-Auto)	(Non-Auto)		
CMRS Providers See 4901:1-6-15	RCC [Registration & Change ir (0 day)	· ·	NAG [Interconnection Agree (Auto 90 days)	ment or Amendment]
Other* (explain)	n an	for the solutions of the		

*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 <u>the 4901:1-6-14 Filing Requirements on the</u> 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)
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).

AFFIDAVIT

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

I, Melissa Diehl, am the Manager of Customer Care at 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.

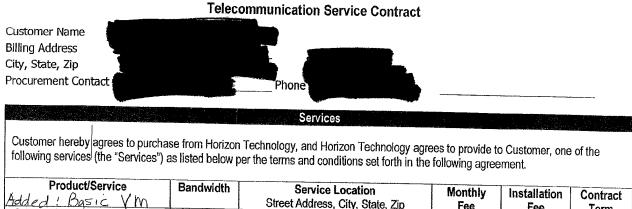
/s/ Melissa Diehl

Manager/ Customer Care

Affirmed to and subscribed before me on March 15, 2010.

/s/ Peggy Riggin

Notary Public

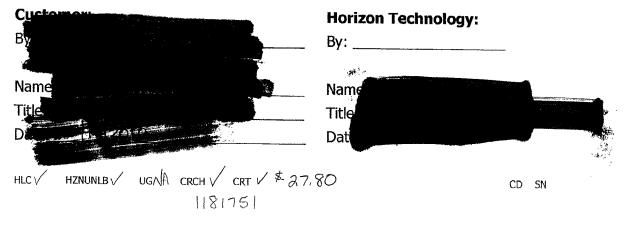


2 linea when limited by	Street Address, City, State, Zip	Fee	Fee	Term	
2 lines w/unlimited long distance				<u> </u>	
& basic features		\$102.40	N/A	24 Months	1
Not to include: directory adv,		1	אויי ו	24 Months	
inside wire lns or taxes		W/VM	(
		101.35			

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: "Horizon Loyal Customer Business Bundle" plan is available to both new and existing business customers in the Horizon service area. Cable TV and some Internet speeds may not be available in all areas. Internet speeds and bundle pricing may vary according to location. "Horizon Loyal Customer Business Bundle" is a thirty-six month commitment, which will automatically renew at the end of thirty-six months unless you notify Horizon 30 days prior to that date. Terminating this agreement prior to the thirty-six months period may result in a termination fee of up to \$250. Modems, digital set-top boxes and remotes provided will remain the property of Horizon. Additional charges apply for Directory Assistances, taxes, and fees. Some communities may also charge a cable franchise fee. Prices listed are subject to change.

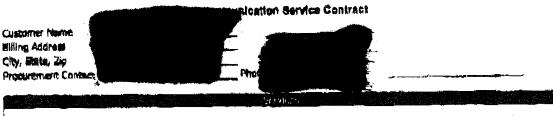
BY SIGNING THIS ORDER THE CUSTOMER INDICATES THAT SHE/HE HAS READ AND AGREES TO THE HORIZON SERVICE AGREEMENT TERMS AND CONDITIONS as well as the services ordered with this attachment. The fees set forth do not include applicable taxes and other similar charges which may be part of the fee charged by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



PAGE 01

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Hortzon Technology



Audeman hereby agrees to purchase from Herban Technology and Herban Technology agrees is provide to Outeman, one of the following structures (the following structure) as fellowing structure in the following structure).

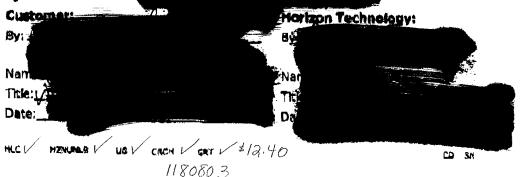
Preduct Eurolas	Bandwidth	Service Location Simut Address, City, Stels, Zip	Monthly Fee	Installation Pas	Contrast Term
2 fines wurkinited ong distance. View Plus cebie & an upgrade to	1 Mag		\$182,90	N/A	38 Months
Lightepased 1 Internet service Not to include: directory adv			2		
of taken		i i		1 	

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ustomer Name illing Address ity, State, Zip rocurement Contact Customer hereby agrees to purchas following services (the "Services") a	se fri vestiven 1	Horizon Technology amunication Service Contract Pha Services Fechnology, and Horizon Technology agree in the terms and conditions set forth in the form	es to provide t	o Customer of	
Product/Service	Bargwidth	Service Location Street Address, City, State, Zip	Monthly Fee	Installation Fee	Contract erm
3 lines w/unlimited long distance, & Lightspeed 1 internet service Not to Include: directory adv,			\$175.45	N/A	3: Months

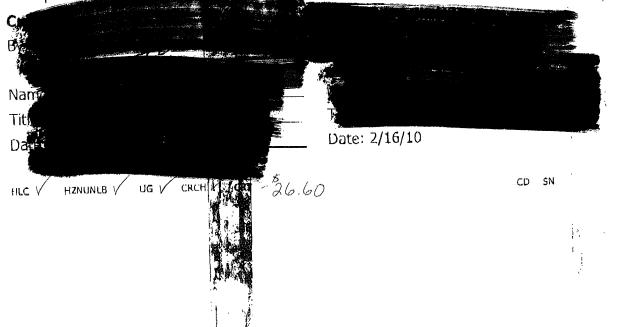
Manager, PO BOX 480, Chillicothe ()=1005(-)1

franchise fee. Prices listed are subject to ange.

Billing: All billing inquiries should fighting ted to 740-772-8588 or via mail to the attention of Busines at sound

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BY SIGNING THIS ORDER THE CONTRACT INDICATES THAT SHEAR HAS READ AND AGRE THE HORIZON SERVICE AGREEMEN S AND CONDITIONS. The fees set forth do not include appreable taxes and other similar charges white way be part of the fee charged by Horizon hereunder and white spall be the responsibility of the Customer align the hin this Agreement.



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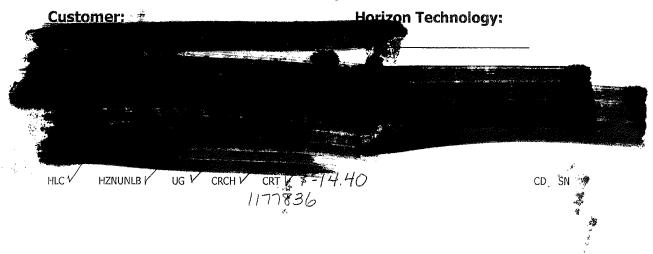
Horizon Technology

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 Installation Monthly Contract Street Addr 😹 Fee Fee Term 2 lines w/unlimited long distance, & Lightspeed 1 internet service 1 Meg 26.95 \$51.20 12 Months Not to include: directory adv or taxes

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BY SIGNING THIS ORDER THE CUSTOMER INDICATES THAT SHE/HE HAS READ AND AGREES TO THIS HORIZON SERVICE AGREEMENT TERMS AND CONDITIONS. ^{*} 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.



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Customer Name Billing Address Clty, State, Zlp Procurement Con

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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.

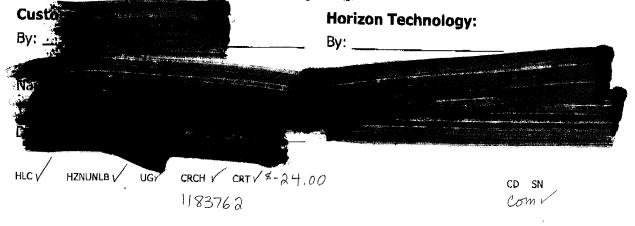
Product/Service	Bandwidth	Service Location Street Address, City, State, Zio	Monthly Fee	Installation Fee	Contract Term
2 lines w/unlimited long distance, Lightspeed 1 internet or an upgrade to Lightspeed 3 internet	1 Meg -3 Meg-	en e	\$126.95 \$146.95	.N/A	36 Months
Not to include: directory adv or taxes					

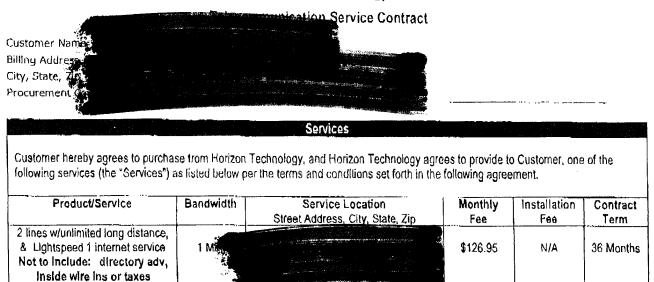
Services

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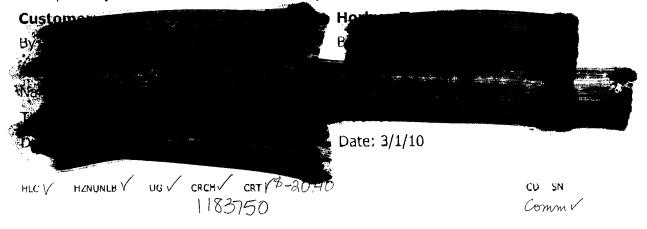




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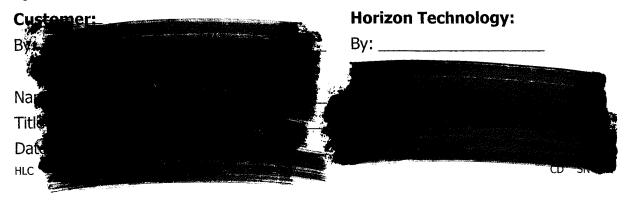


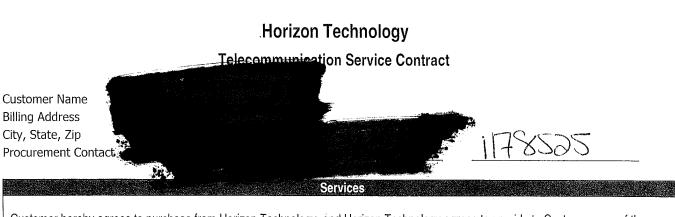
Product/Service	Bandwidth	Service Location	Monthly Fee	Installation Fee	Contract Term
1 Line Not to include: Dir Adv, Inside Maintenance & Tax	Upgrade 1Meg Internet		\$59.75		36

Billing: All billing inquiries should be directed to 740-7 2-8588 or via mail to the attention of Business Account Manager, PO BOX 480, Chillicothe OH 45601

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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.

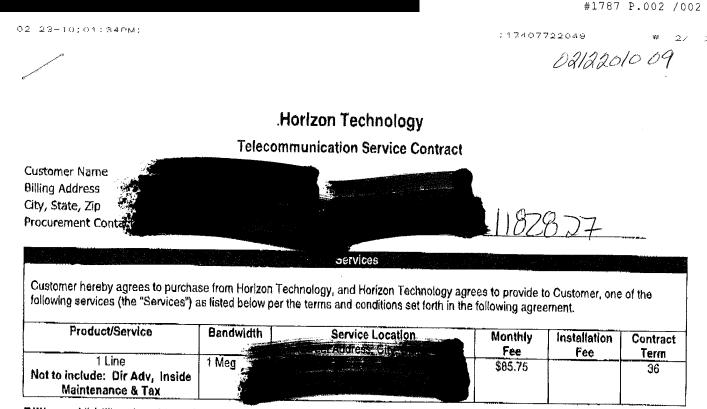
Product/Service	Bandwidth	Service Location	Monthly Fee	Installation Fee	Contract Term
2 Lines Unlimited Long Distance	Upgrade, 1 Meg	and the second	\$101.45	NA	36
Not to include: Dir Adv, Inside	Internet				
Maintenance & Tax					

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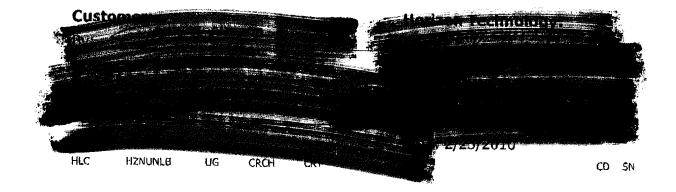
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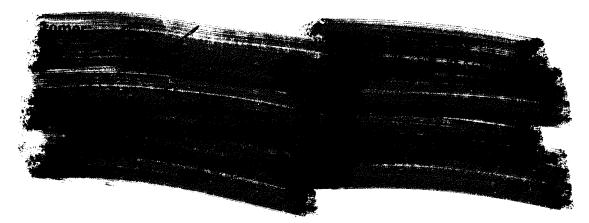


istomer hereby agrees to purchase from Horizon Technology, and Horizon Technology agrees to provide to Customer, one of the lowing services (the "Services") as listed below per the terms and conditions set forth in the following agreement.

Product/Service	Bandwidth	Continue			
2 Lines		Service Location	Monthly Fee	Installation Fee	Contract Term
Unlimited Long Distance Basic Calling Features t to include: Dir Adv, Inside	1 Meg		\$126.95		36
Maintenance & Tax					

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

n: "Horizon Loyal Customer Business Bundle" plan is available to both new and existing business customers the Horizon service area. Cable TV and some Internet speeds may not be available in all areas. Internet eds and bundle pricing may vary according to location. "Horizon Loyal Customer Business Bundle" is a thirtynonth commitment, which will automatically renew at the end of thirty-six months unless you notify Horizon 30 a prior to that date. Terminating this agreement prior to the thirty-six months period may result in a termination of up to \$250. Modems, digital set-top boxes and remotes provided will remain the property of Horizon, tional charges apply for Directory Assistances, taxes, and fees. Some communities may also charge a cable whise fee. Prices listed are subject to change.



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Summary: Contracts Tier 1 business customer contracts. electronically filed by Mrs. Amy J Gumm on behalf of Chillicothe Telephone Company