

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 Gateway Telecom, LLC)
dba StratusWave Communications to Detariff Certain Tier 2)
Services in Case No. 06-1345-TP-ORD)

TRF Docket No.

Case No. 08-790 - **TP - ATA**

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) Gateway Telecom, LLC

DBA(s) of Registrant(s) StratusWave Communications

Address of Registrant(s) 1025 Main Street, 9th Floor, Wheeling, WV 26003

Company Web Address www.Stratuswave.com

Regulatory Contact Person(s) Terri K. Firestein

Phone 301-842-1437

Fax 301-842-1439

Regulatory Contact Person's Email Address tfireccg@myactv.net

Contact Person for Annual Report Libby Reasbeck

Phone 304-233-5343

Address (if different from above) _____

Consumer Contact Information Libby Reasbeck

Phone 304-233-5343

Address (if different from above) _____

Part I – Tariffs

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part II – Exhibits

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

Included	Identified As:	Description of Required Exhibit:
X	Exhibit A	The existing affected tariff pages.
X	Exhibit B	The proposed revised tariff pages.
X	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.
X	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: <ul style="list-style-type: none"> 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).
X	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).
X	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Part III. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Terri K. Firestein, Sr. Director, 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) 06/27/08 at (Location) 10806 Garrison Hollow Road, Clear Spring, MD 21722

*(Signature and Title) /s/ Terri K. Firestein, Sr. Director (Date) 06/27/08

- *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, Terri K. Firestein

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions 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/ Terri K. Firestein, Sr. Director (Date) 06/27/08

.....
**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

GATEWAY TELECOM, LLC DBA STRATUSWAVE COMMUNICATIONS
EXHIBIT A
EXISTING TARIFF PAGES

Gateway Telecom, LLC

TARIFF FOR LOCAL TELECOMMUNICATIONS SERVICES

WITHIN THE STATE OF OHIO

This Tariff describes generally the regulations and rates applicable to the provision of Local Telecommunications Services between points within the State of Ohio. Service is provided by Gateway Telecom, LLC with principal offices at 1025 Main Street, Wheeling, WVA 26003. This Tariff is on file with the Public Utilities Commission of Ohio and copies may be inspected during normal business hours at the Company's principal place of business.

Issued: Issue Date

**H.R. Irving
1025 Main Street
Wheeling, WVA 26003**

Effective: Effective Date

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Gateway Telecom, LLC
1025 Main Street
Wheeling, WVA 26003

DESCRIPTION AND AREA OF OPERATIONS

Gateway Telecom, LLC (Company) is a public utility providing telecommunications service in the areas covered by the interconnection arrangement and certificated to the Company by the Ohio Public Service Commission.

Headquarters for the Company are located at:

1025 Main Street
Wheeling, WVA 26003

Company representatives may be contacted at 734-457-5175

Areas of Operation

State of Ohio

Issued:

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DEFINITIONS OF TERMS

ACCESS LINE

A central office circuit or channel which provides access to the telephone network for local and long distance telephone services.

AIR LINE MEASUREMENT

The shortest distance between two points. A measurement for computation of mileage charges between termination points.

ANCILLARY DEVICES

All terminal equipment except telephone instruments, PBX-PABX systems, key systems and data services.

ANSWERING EQUIPMENT

Equipment that will automatically answer incoming calls and make an announcement. It may also be equipped to record messages.

APPLICANT

Any person, partnership, corporation, or any combination thereof requesting service or action from the Company.

AUTHORIZED PROTECTIVE CONNECTING MODULE

A protective unit approved by the Company which is manufactured in accordance with the design set forth in Part 68 of the Federal Communications Commission's Rules and Regulations.

AUTHORIZED USER

A person, firm or corporation (other than the customer) who has been authorized by the Company to communicate over a private line or channel according to the terms of the Tariff and (1) on whose premise a station of the private line service is located or (2) who receives from or sends to the Customer over such private line or channel communications relating solely to the business of the Customer

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**Gateway Telecom, LLC
1025 Main Street
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DEFINITIONS OF TERMS

BUILDING (Same)

A structure under one roof, or two or more structures under separate roofs but connected by passageways, in which the Company's wires or cables can be safely run provided the plant facility requirements are not appreciably greater than would normally be required if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by passageways and the plant facility requirements for furnishing telephone service are appreciably greater than would normally be required if all the structures were under one roof, the term "Same Building" applies individually to each of the separate structures.

BUSINESS SERVICE

Telecommunications service furnished to Customers where the primary or obvious use is of a business, professional, institutional or otherwise occupational nature.

CALL

An attempted communication, whether completed or not.

CALLING AREA

See "Local Service Area."

CANCELLATION CHARGES

A charge applicable under certain conditions when the application for service and/or facilities is canceled in whole or in part prior to the completion of the work involved or before the contract period is completed.

CENTRAL OFFICE

A switching unit in a telecommunications system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting of exchange lines and trunks or trunks only. There may be more than one central office in a building or exchange.

CHANNEL

A path, or combination of paths, for communication between two or more stations or Company offices and furnished in such a manner as the Company may elect, whether by wire, radio or a combination thereof and whether or not by means of a single physical facility or route.

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DEFINITIONS OF TERMS

CIRCUIT

A channel used for the transmission of energy in the furnishing of telephone and other communication services further described as:

- (a) Two-wire circuit: A circuit using one transmission path, which may be one carrier pair or one pair (two wires) of metallic conductors.
- (b) Four-wire circuit: A circuit using two one-way transmission paths, which may be two carrier paths or two pairs (four wires) of metallic conductors

CLASS OF SERVICE

A description of telecommunications service furnished a Customer which denotes such characteristics such as nature of use (business or residence) or type of rate (flat or message rate). Classes of service are usually subdivided in grades, such as individual or multi-party line.

COMMUNICATIONS SYSTEMS

Channels and other facilities which are capable, when not connected to exchange telecommunication service, of two-way communication between Customer-provided terminal equipment.

COMPANY

Gateway Telecom, LLC

COMPLEX SERVICE

The provision of a circuit requiring special treatment, special equipment or special engineering design.

CONDUIT

A tubular runway for cable facilities

CONNECTING COMPANY

A corporation, association, firm or individual owning and operating a toll line or one or more central offices and with whom traffic is interchanged.

CONNECTION

Denotes the establishment of telephone service. A move of existing service to a different premise requires a connection.

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DEFINITIONS OF TERMS

CONNECTION CHARGE

See "Service Charges."

CONSTRUCTION CHARGE

A separate initial charge made for construction of pole lines, circuits, facilities, etc., in excess of that contemplated under the rates quoted in the Tariff.

CONTINUOUS PROPERTY

The plot of ground, together with any building thereon, occupied by the Customer, which is not divided by public highways or separated by property occupied by others. Where a Customer occupies property on both sides of a street, alley, highway, body of water, railroad right-of-way, etc., and the properties would otherwise be continuous, such properties are treated as continuous property, provided local wire or cable facilities are used and the Customer furnishes all local distribution pole line facilities or underground conduit required in connection therewith.

CONTRACT

The service agreement between a Customer and the Company under which service and facilities for communication between specified locations for designated periods and for the use of the Customer and its specifically named authorized users are furnished in accordance with the provisions of this Tariff.

CONTRACT PERIOD

The length of time for which a Customer is responsible for the charges associated with the services, facilities, and equipment under contract.

COST OR COST BASIS

Cost of equipment and materials provided or used plus the cost of installation including, but not limited to, engineering, labor, supervision, transportation, right-of-way, other items which are chargeable, and the actual expense incurred by the Company relating to the call-out of Company personnel.

CUSTOM CALLING SERVICES

Custom Calling Services provide for call features like Call Waiting and Call Forwarding and is furnished in connection with individual line service (private line).

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Wheeling, WVA 26003

DEFINITIONS OF TERMS

CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS)

Custom Local Area Signaling Services (CLASS) are enhanced services associated with Signal System Seven (SS7) technology. CLASS is furnished in connection with individual line service (private line).

CUSTOMER

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Company under the provisions and regulations of this Tariff. The Customer is responsible for compliance with the rules and regulations of the Company, and is responsible for ensuring payment of the charges.

CUSTOMER PREMISES INSIDE WIRE

All wire within a Customer's premise, including connectors, jacks, and miscellaneous materials associated with the wire's installation. Premise inside wire is located on the Customer's side of the Company's premise protector. By definition, Customer premise inside wire excludes house, riser, buried, and aerial cable.

CUSTOMER-PROVIDED TERMINAL EQUIPMENT

Devices or apparatus and their associated wiring provided by a Customer, which may be connected to the communications path of the Company's exchange network either electrically, acoustically or inductively.

CUSTOMER TROUBLE REPORT

Any oral or written report from a Customer received by the Company relating to a physical defect or to difficulty or dissatisfaction with the service provided by the Company's facilities. One report shall be counted for each oral or written report received even though several items are reported by one Customer at the same time, unless the group of troubles so reported is clearly related to a common cause.

DEMARCATIION POINT

The point of interconnection between the Company's communications facilities and the terminal equipment, protective apparatus or inside wiring at a Customer's premise. The demarcation point is located on the Customer's side of the Company's protector or equivalent.

DETACHED ACCESS LINE

An additional circuit connected to an access line either directly or through a switching device which uses Company facilities.

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DEFINITIONS OF TERMS

DIRECT BURIAL

The installation of cables or conductors directly in the earth and not in conduit or duct.

DIRECT CONNECTION

Connection of terminal equipment to the Company's exchange facilities by means other than acoustic and/or inductive coupling.

DIRECT ELECTRICAL CONNECTION

The physical connection of electrical conductors in the communications path.

DIRECTORY

A book which typically lists each telephone Customer alphabetically, with his/her service location and telephone number.

DIRECTORY ASSISTANCE SERVICE

Directory assistance service is furnished to supplement the information available in the Company directory, and to furnish telephone numbers to users who are not able to find the listing in their directory.

DIRECTORY LISTING

The publication of the Company's directory and/or directory assistance records of information relative to a Customer's telephone number, by which telephone users are able to ascertain the telephone number of a desired party.

DISCONNECT NOTICE

The written notice sent to a Customer following billing, notifying the customer that service will be disconnected if charges are not satisfied by the date specified on the notice.

DISCONNECTION OF SERVICE

An arrangement for a permanent interruption of telephone service, made at the request of the Customer, or initiated by the Company for violation of Tariff regulations by the Customer. A "final" bill would be rendered showing moneys owed to the Company net of any amounts to be refunded, such as deposits, as of the date the service was disconnected.

DROP WIRE

Wires used to connect the aerial, buried or underground distribution facilities to the point where connection is made with a Customer's premise.

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DEFINITIONS OF TERMS

E911 SERVICE

See Emergency Number Service.

EMERGENCY NUMBER SERVICE

A telephone exchange communication service whereby a public safety answering point designated by the Customer may receive and answer telephone calls placed by dialing the number 911. It includes the services provided by the lines and equipment associated with the service arrangement for answering and dispatching of public emergency telephone calls dialed to 911.

ENTRANCE FACILITIES

Facilities extending from the point of entrance on private property to the premise on which service is furnished.

EXCHANGE

The area established by the Company for the administration of telecommunications service for which a separate local rate schedule is provided. The area usually embraces a town, or village and its environs, and consists of one or more central offices, together with associated plant facilities used in furnishing telecommunications services in that area.

EXCHANGE AREA

The area within which the Company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

EXCHANGE SERVICE

Exchange service is a general term describing, as a whole, the facilities for local intercommunications, together with the capability to send and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of the local exchange Tariff.

- (a) Flat rate service: A classification of exchange service furnished a Customer for which a stipulated charge is made regardless of the amount of use.

FACILITIES

All the plant and equipment of the Company and all instrumentalities owned, licensed, used, controlled, furnished, or supplied for or by the Company, including any construction work in progress allowed by the Commission.

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DEFINITIONS OF TERMS

FLAT RATE SERVICE

A classification of exchange service furnished a customer for which a stipulated charge is made regardless of the amount of use.

GENERAL EXCHANGE SERVICES

Services furnished by the Company connected to or associated with primary local exchange service.

HARM

Electrical hazards to Company personnel, damage to Company equipment, malfunctions of Company billing equipment, and degradation of service to persons other than the user as well as the calling or called party.

HIGH CAPACITY CIRCUIT (HI CAP)

Digital-data transmission service equal to, or in excess of T1 data rates (1.544 Mbits).

HOUSEHOLD

A household comprises all persons who occupy a dwelling unit. A dwelling unit is a house, an apartment or other group of rooms or a room that constitutes separate living quarters. A household includes the related persons (the head of the household and others in the dwelling unit who are related to the head of the household) and also any lodgers or employees who regularly live in the house. A person living alone or a group of unrelated persons sharing the same dwelling unit as partners is counted as a household.

IDENTIFICATION NUMBER

An identifying number of a particular model of "Conforming Device" attested by a manufacturer or supplier to comply with the standards and procedures set forth in the Federal Communications Commission's Part 68.

INDIVIDUAL LINE SERVICE

A classification of exchange service furnished under Tariff provisions which provides that only one exchange access line shall be served by the circuit connected.

INITIAL NONRECURRING CHARGE

A nonrecurring charge made for the furnishing of telephone services, which may apply in addition to service connection charges.

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DEFINITIONS OF TERMS

INITIAL SERVICE PERIOD

The minimum period of time for which service is provided, which is typically one month unless otherwise specified in the Tariff

INSTALLATION CHARGE

A nonrecurring charge associated with optional service features and may sometimes be called an "initial" charge, and may apply in addition to service connection charges.

INTEREXCHANGE PRIVATE LINE

A communication path between two or more serving areas not connected for exchange telephone service.

INTERFACE

- (a) The junction or point of interconnection between two systems or equipment having different characteristics which may differ with respect to voltage, frequency, speed of operation, type of signal and/or type of information coding including the connection of other than Company-provided facilities to exchange facilities provided by the Company.
- (b) The point of interconnection between Company equipment and communications facilities on the premise of the Customer. Also referred to as demarcation point.

INTERFACE EQUIPMENT

Equipment provided by the Company at the interface location to accomplish the direct connection of facilities provided by the Company with facilities provided by other than the Company.

INTERLATA

Long distance message telecommunications service where point locations are in a different local access and transport area (LATA).

INTRALATA

Long distance message telecommunications service where service point locations are within the same local access and transport area (LATA).

INTRAEXCHANGE CHANNEL SERVICE

Channel connecting two or more "primary terminations" in the same exchange.

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DEFINITIONS OF TERMS

INTRAEXCHANGE SERVICE

Telecommunications service confined wholly within a single exchange.

JACK

A fixed socket designed to permit the establishment of a connection between the local exchange facilities and terminal equipment equipped with cords ending in plugs.

KEY EQUIPMENT

Switching keys located in the telephone base or other housing arranged to pick up or hold a line, or to communicate with other telephones in the Customer's communications system.

KEY SYSTEM LINE

A circuit connecting key system equipment with a central office.

KEY TELEPHONE SET

A telephone set equipped with keys or buttons in the housing.

KEY TELEPHONE SYSTEM

An arrangement of equipment in combination with telephone sets and associated keys, to connect those telephones to any one of a limited number of exchange, PBX, intercom or private lines. Line status indicating, signaling, holding or other features, are or may be incorporated.

LINE

See "Access Line."

LOCAL ACCESS AND TRANSPORT AREA (LATA)

Denotes a geographic area established for the administration of telecommunications service. It encompasses designated local operating Company serving area which are grouped to serve common social, economic, and miscellaneous purposes.

LOCAL CALLING AREA

See "Local Service Area."

LOCAL CHANNEL

Applies to that portion of a channel which connects a station to the interexchange channel or to a channel connecting two or more exchange access lines within an exchange area.

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DEFINITIONS OF TERMS

LOCAL EXCHANGE SERVICE

Telecommunications service provided within an exchange for the purpose of establishing connections between Customer premise within the exchange, including connections between a Customer premise and a long distance service provider serving the exchange. Local exchange service may also be referred to as local exchange telephone service.

LOCAL MESSAGE

A communication between two or more exchange access lines within the local service area of the calling telephone.

LOCAL MESSAGE CHARGE

The charge that applies for a completed message that is made when the calling exchange access line and the called exchange access line are both within the same local calling area where a local message charge is applicable.

LOCAL SERVICE

The intercommunication (by means of facilities connected with the Company central office or offices and under the provisions of the Company) between exchange access lines located in the same exchange or in different serving area between which no toll rates apply.

LOCAL SERVICE AREA (LOCAL CALLING AREA)

The area within which telephone service is furnished customers under a specific schedule of exchange rates (flat or measured) and without toll charges. A local service area may include one or more exchange areas under an extended area service arrangement.

LOCAL SERVICE CHARGE

The charge for furnishing facilities to enable a Customer to send or receive telecommunications within the local service area. This local service calling area may include one or more exchange areas.

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

Facilities furnished by means of wire, radio or a combination thereof for telecommunications between service points in different local service areas in accordance with the regulations and system of charges specified by the Company.

MAINTENANCE SERVICE CHARGE

A nonrecurring maintenance charge applied when service difficulty or trouble results from the use of Customer-provided equipment or inside wiring.

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MESSAGE

A communication between two or more exchange access lines. Messages may be classified as local or toll.

MILEAGE

The measurement (airline, route, etc.,) upon which a charge for the use of part or all of a circuit furnished by the Company is based.

MINIMUM CONTRACT PERIOD

The minimum length of time for which a Customer is obligated to pay for service, facilities and equipment, whether or not retained by the Customer for such minimum length of time.

NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification and audible tone signals (call progress signals indicating reorder or busy conditions, alerting coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

NONPUBLISHED TELEPHONE NUMBER

A telephone number associated with an exchange access line which, at the request of the Customer, is not listed in the telephone directory and is not made available to the general public by the Company.

NONRECURRING CHARGE

A one-time charge associated with certain installations, changes or transfers of services, either in lieu of or in addition to recurring monthly charges.

OFF PREMISE EXTENSION (OPX)

A telephone located in a different office or building from the main phone system.

ONE PARTY SERVICE

Any exchange access line designed for the provision of exchange service to one premise.

PERMANENT DISCONNECT

A discontinuance of service in which the facilities used in the service are immediately made available for use for another service.

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PERSON

Includes individuals, partnerships, corporations, governmental bodies, associations and any other such entity.

PREMISE

The same premise consists of:

- (a) the building or buildings, together with the surrounding land occupied as, or used in the conduct of one establishment, business, residence, or a combination thereof, and not intersected by a public road or by property occupied by others.
- (b) the portion of the building occupied by the customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public thoroughfare or by space occupied by others.
- (c) the continuous property operated as a single farm whether or not intersected by a public road.

PREMISE WIRING

All wire within a Customer's premise, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premise inside wire is located on the Customer's side of the Company's premise protector. By definition, Customer premise inside wire excludes riser, buried and aerial cable.

PREASSIGNED NUMBER

A telephone number preassigned before service is actually established.

PREWIRING

Any inside wiring done at the location of a residence or business prior to the initial installation of telephone service.

PRIMARY SERVICE

The initial provision of voice grade access between the Customer's premise and the switched telecommunications network. This includes the initial connection to a new Customer, the move of an existing Customer to a new premise, or the change of a telephone number.

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DEFINITIONS OF TERMS

PRIMARY TERMINATION

Applies to channels which extend beyond the continuous property of a Customer or the confines of a single building housing the first premises of more than one Customer. "Primary Termination" also denotes the first termination of such a channel at a station or private branch exchange on the continuous property of a customer. When more than one Customer's premise is located within the same building, the first termination of such a channel at that building constitutes a "primary termination." For purpose of this definition, the location of a "primary termination" for channel services associated with "switching system services" is considered to be at the "switching system services" serving central office. When the "switching system services" serving central office is not in the same exchange as the main location, the "mileage service area" center for the main location will be used in lieu of the "switching system services" serving central office.

PRIVATE BRANCH EXCHANGE

An arrangement of equipment situated on a customer's premises consisting of a switching apparatus with an attendant's telephone, telephones connected with the switchboard, and trunks connecting it with a central office. The Private Branch Exchange provides for intercommunications between these telephones, for communication with the general exchange network, and for long distance message telecommunications service.

PRIVATE BRANCH EXCHANGE LINE

A channel connecting the Private Branch Exchange (PBX) station or other terminal equipment with the PBX switching equipment.

PRIVATE BRANCH EXCHANGE TRUNKS

Trunks connecting a private branch exchange system with a central office for communication with the general exchange network and for long distance message telecommunications service.

PRIVATE LINE

A circuit provided to furnish dedicated communication between two or more directly connected locations and not having connection with central office switching equipment.

PRIVATE LINE SERVICE

The channels furnished to a Customer for communication between specified locations.

PROTECTIVE CONNECTING ARRANGEMENT

Equipment provided by the Company for electrical protection when facilities provided by other than the Company are connected with facilities provided by the Company.

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DEFINITIONS OF TERMS

PUBLIC THOROUGHFARE

A road, street, highway, lane or alley under the control of and kept by the public.

PUBLISHED TELEPHONE NUMBER

A number which appears in the current telephone directory, or is scheduled to appear in a forthcoming telephone directory, and which also appears in the information records for general public information.

RATE CENTER

A specified geographical location within an exchange area from which mileage measurements are determined for the application of rates between exchange areas.

REFERENCE LISTING

The listing of a generally accepted name of a firm or corporation followed by a reference to another listing.

REGISTERED PROTECTIVE CIRCUITRY

Separate, identifiable and discrete electrical circuitry designed to protect the telephone network from harm, which is registered in accordance with part 68 of the Federal Communications Commission's Rules and Regulations.

REGISTERED TERMINAL EQUIPMENT

Terminal equipment which is registered in accordance with Part 68 of the Federal Communications Commission's Rules and Regulations.

RESIDENTIAL SERVICE

Telecommunications service furnished to Customers when the actual or obvious use is for domestic purposes.

ROTARY HUNTING SERVICE

A central office service arrangement whereby a called busy line in a specified line group will automatically advance until an idle line or trunk is found.

SERVICE CHARGE

A nonrecurring nonrefundable charge for work required to establish initial service or to make subsequent additions to, moves, or changes in that service.

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DEFINITIONS OF TERMS

SERVICE DROP

Facilities used to connect buried, aerial or underground distribution facilities to the point of entrance to the building where connection is made with the inside wires of a Customer's telephone.

SERVING CENTRAL OFFICE

The central office from which a Customer's telephone service is normally provided.

SIGNAL CONDITIONING EQUIPMENT

That equipment connected to a channel to condition signals generated by data terminal equipment.

SINGLE CHANNEL (Half Duplex)

A channel with the capability of transmission alternately in either direction, or for transmission in one direction only.

SPECIALIZED CUSTOMER PREMISE EQUIPMENT

Terminal equipment required by persons with impaired hearing, speech, vision or mobility.

STATION EQUIPMENT

Customer-owned or leased equipment connected to a channel to transmit and/or receive voice communications and/or data signals.

SUPERSEDURE OF SERVICE

An Applicant who otherwise qualifies for the immediate establishment of service may supersede the service of a Customer discontinuing that service when the Applicant is to take service on the premise where service is being rendered, and if a notice to that effect from both the Customer and the Applicant is presented to the Company, and if an arrangement, acceptable to the Company, is made to pay outstanding charges against the service. The Company may require such notice to be in writing.

SUPPLEMENTAL CONTRACT

A contract for service, equipment or facilities in addition to that provided for under the original contract.

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SUSPENSION OF SERVICE

An arrangement made at the request of the Customer, or initiated by the Company, for temporarily interrupting service.

TARIFF

The schedule of the Company containing all rules and regulations, rates, and charges, stated separately by type or kind of service and the Customer class filed with the Commission.

TELECOMMUNICATIONS SERVICES

The various services offered by the Company as specified in this Tariff.

TELEPHONE COMPANY

See "Company."

TELEPHONE NUMBER

A numerical designation assigned to a Customer for convenience in operation and identification. The telephone numbers include the number prefix of a central office, which is termed "central office designation."

TELEPHONE SOLICITATION

An unsolicited telephone call.

TEMPORARY DISCONNECTION

See "Suspension of Service."

TEMPORARY SERVICE

The provision of service definitely known to be required for a short period of time (generally less than twelve consecutive months) such as, but not limited to, service furnished to building contractors, service to a convention, and service for seasonal business including resorts.

TERMINATION AGREEMENT

An agreement between the Company and the Customer to provide or furnish certain lines or equipment representing a comparatively high investment or in lieu of a contribution to construction for temporary service whereby the Customer agrees to compensate the Company in case the service is discontinued prior to the date specified in the agreement.

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DEFINITIONS OF TERMS

TERMINATION CHARGE

A charge made to liquidate a Customer's obligations for termination of service prior to the expiration of the initial contract period.

TERMINATION OF SERVICE

The discontinuance of service or facilities provided by the Company, either at the request of the Customer or by the Company under its regulations concerning cancellation for cause.

TIE LINE

A circuit connecting two switching systems (e.g., Private Branch Exchange and/or Automatic Call Distribution Systems) for the purpose of intercommunicating between the stations connected.

TOLL MESSAGE

A communication between two exchange access lines, the called access line being outside of the local or service area of the access line from which the message originates.

TOLL RATE

The initial period charge prescribed for a toll message usually based upon a minimum initial period and distance between serving area.

TOLL SERVICE

That part of the total telephone service rendered by the Company which is furnished between different local service areas in accordance with the rates and regulations specified in the Long Distance Message Telecommunications Tariff as may be issued or concurred in by the Company.

TRUNK LINE

A telephone communication channel between a central office and a Private Branch Exchange, or a Key System for the common use of all calls or one class between its two terminals.

UNDERGROUND SERVICE CONNECTION

A drop wire or cable which is run underground from a pole line or an underground distributing cable.

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DEFINITIONS OF TERMS

VOICE GRADE FACILITY

A communications path typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hertz between two points comprised of any form or configuration of physical plant capable of transmitting and receiving these frequencies.

WIDE AREA TELECOMMUNICATIONSSERVICE (WATS)

A service designed to meet the needs of customers who make or receive substantial volumes of long distance telephone calls. This service is only provided on an inward or outward basis.

WIRE CENTER

A central office location where telephone feeder and distribution cables are terminated.

DEFINITIONS OF TERMS

Symbols For Tariff Changes

General

The following symbols will be utilized for all changes of material within the General Exchange Tariff:

- C** - Change in Regulation
- D** - Discontinued Rate, Regulation or Text
- E** - Correction of an error made prior to current revision of Tariff
- I** - Increase in Rate
- M** - Moved Rate, Regulation or Text from one page to another with no change in Rate, Regulation or Text.
- N** - New Rate, Regulation or Text
- R** - Reduction in Rate
- T** - Text Change, but no change in Rate or Regulation

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GENERAL RULES AND REGULATIONS

4.1 GENERAL APPLICATION

- 4.1.1 The rules and regulations set out in this Tariff apply to the services and associated facilities furnished by the Company within its operating territory in the serving area listed in Section 2 of this Tariff.
- 4.1.2 Complete Tariffs containing all rates for Local Exchange Service will be kept at all times in the Company's local business office where they will be available for public inspection during regular business hours. Copies may be obtained at reproduction cost.
- 4.1.3 Failure on the part of any customer to observe these rules and regulations of this Tariff gives the Company the right to cancel all contracts and discontinue the furnishing of service.

4.2 ESTABLISHING SERVICE

4.2.1 Availability of Facilities

- A. The rates and charges quoted in this Tariff provide for the furnishing of service and facilities where suitable facilities are available.
- B. The Company shall not be liable for failure to furnish service.
- C. When service and facilities are provided in part by the Company and in part by other connecting companies the regulations of the Company apply to that portion of the service and facilities furnished by the Company.

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4.2 ESTABLISHING SERVICE (Cont'd)

4.2.2 Application for Service

- A. Applications for service or requests or orders by the Customer for additional services or facilities may be made orally, or in writing when deemed necessary by the Company, and shall constitute a contract when accepted by authorized employees or agents of the Company, or upon establishment of service.
- B. An applicant may be required to make an advance payment at the time the application is accepted, in cases where a deposit is not collected. The amount of the payment will be based on applicable Service Connection Charges and the first month's charges for Exchange Service. The provisions of this paragraph affect the initial payment only and regular monthly charges for service as well as billing and collection practices discussed within this Tariff are otherwise applicable.

4.2.3 Cancellation or Change in Application for Service

- A. Where the Customer cancels an application for service prior to the start of installation of service or of special construction no charge applies.
- B. Where installation of service has been started prior to the cancellation, a Cancellation Charge equal to the Minimum Service Charge may apply.
- C. When a Customer requests a change in location of all or a part of the facilities covered by the application for service, or additions, rearrangements, or modifications of existing service prior to completion of the work involved, the Customer is also required to pay the amount of additional costs and expenses incurred by the Company in completing the work as changed.

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GENERAL RULES AND REGULATIONS

4.2 ESTABLISHING SERVICE (Cont'd)

4.2.4 Refusal of Service

A. Grounds for Refusal of Service:

1. The Company may refuse to serve an Applicant for any one of the following reasons:
 - a. The Applicant's installation or equipment is known to be inadequate, hazardous or of such character that satisfactory service cannot be given.
 - b. In extraordinary circumstances where an Applicants unlimited access to the network may result in substantial loss of revenue to the Company.
 - c. For refusal to make a deposit if the Applicant/Customer is required to make a deposit under the requirements outlined in this Tariff.

B. Applicant's Recourse

In the event the Company refuses to serve an Applicant, the Company will inform the Applicant of the reasons for its refusal.

4.2.5 Transfer, Assignment, or Supersedure of Service

- A. Service previously furnished to one (1) Customer may not be assumed by a new Customer without lapse in the rendition of service. The new Customer must execute a new service agreement subject to the provisions of this Tariff.

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4.2 ESTABLISHING SERVICE (Cont'd)

4.2.6 Minimum Service Periods

Unless otherwise specified elsewhere in this Tariff, the minimum service period for all services offered in this Tariff is one (1) month beginning on and including the day following the establishment of service. The minimum service period relates to each applicable unit of service, either on the initial or subsequent installations. For purposes of administration, each month is considered to have thirty (30) days.

4.2.7 Priority of Establishment of Service

Applications for service in a particular exchange will be completed in the chronological order of their receipt to the extent practical and economical, and depending on the availability of facilities.

4.3 FURNISHING OF SERVICE

4.3.1 Provision and Ownership of Service and Facilities

Service and facilities furnished by the Company on the premise of a Customer or Authorized User are the property of the Company and are provided upon the condition that such service and facilities, except as expressly provided in this Tariff, must be installed, relocated, and maintained by the Company. Company employees and agents may enter said premise at any reasonable hour to install, to inspect, or to repair any part of the Company's facilities on the Customer's premise, or to remove such facilities which are no longer necessary for the provision of service.

4.3.2 Company Facilities at Hazardous or Inaccessible Locations

- A. Where service is to be established or maintained at a location that would involve undue hazards or where accessibility is impracticable to employees of the Company, the Company may refuse to furnish such service and/or the Customer may be required to install and maintain the Company's facilities in a manner satisfactory to the Company. The Customer will reimburse the Company for any unusual costs involved.
- B. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, or damage by reason of the installation and maintenance of such service and/or facilities.

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GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.3 Protective Equipment

- A. Protective equipment is required when a hazardous electrical environment is present at a Customer's premise and when the estimated rise in ground potential is sufficient to cause damage to Company facilities or to endanger the safety of the Company's employees or Customers. The Customer must provide the protective equipment subject to Company specifications.
- B. Other special protective equipment and/or neutralizing transformers, isolating transformers, drain coils for use in providing service to Customer's premise where there are high ground potentials, even though not required, may be provided by the Customer, subject to specifications, or in accordance with the rates, terms and conditions of Section 10 of this Tariff.
- C. All equipment connected to the Company's facilities and the telecommunications network shall meet the provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

4.3.4 Telephone Numbers

- A. Telephone numbers are the property of the Company and are assigned to the service furnished the Customer. The Company reserves the right to change such numbers and/or the central office name associated with such numbers assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- B. The Company shall list each Customer with directory assistance except those numbers not listed at the Customer's request.

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GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.5 Classifications of Service

A. Basis for Classification

1. The determination as to whether Customer service should be classified as business or residence service is based on the character of the use to be made of the service and facilities. This consideration is, in all cases, the basis upon which the rates for any particular service are classified, and any indices of such character of use should be applied with this primary definition in mind.
2. The Company reserves the right to classify any local service furnished a Customer as business or residence service, in compliance with this Tariff.

B. Application of Business Rates

Business rates apply whenever the use of the service is primarily or substantially of a commercial, professional, institutional, or otherwise occupational nature, or where the listing required is such as to indicate business use.

GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.5 Classifications of Service (Cont'd)

- D. Changes in classification between residence to business service may be made without change in telephone number if the Customer so desires.

4.3.6 Installation, Maintenance, and Repair of Facilities

- A. All ordinary expense of installation, maintenance, and repairs of Company equipment and facilities, unless otherwise specified in this Tariff, is borne by the Company. Where special conditions or requirements of the Customer involve unusual construction or installation costs, the Customer may be required to pay a reasonable proportion of such costs. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the Customer or other persons authorized to use the service and not due to ordinary wear and tear, the Customer shall be required to pay the actual expense incurred by the Company in connection with replacement of the property or the expense incurred in restoring it to its original condition.
- B. The Customer shall not install, disconnect, rearrange, remove, or attempt to repair any facilities owned and furnished by the Company or permit others to do so, except upon the written consent of the Company or as otherwise specified in the Company's applicable Tariffs. The Company shall have the right to charge the Customer for losses experienced as a result of unauthorized tampering.

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GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.5 Classifications of Service (Cont'd)

C. Application of Residence Rates

Residence rates apply when the use of the service is of a domestic nature, provided that service is not used substantially for occupational purposes.

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4.3 FURNISHING OF SERVICE (Cont'd)

4.3.6 Installation, Maintenance, and Repair of Facilities (Cont'd)

- C. The Customer may be billed the applicable Minimum Service Charge for each service call to the Customer's premise where off-hook condition is found.

4.3.7 Work Performed Outside Regular Working Hours

The rates and charges specified in this Tariff contemplate that all work in connection with furnishing or rearranging service will be performed during regular working hours. Whenever a Customer requests that work necessarily required in the furnishing or arranging of his service be performed outside the Company's regular working hours, or that work already started should be interrupted, the Customer may be required to pay the amount of additional costs the Company incurs as a result of the Customer's special requirements, in addition to the other rates and charges specified in this Tariff.

GENERAL RULES AND REGULATIONS

4.4 USE OF SERVICE AND FACILITIES

4.4.1 Use of Service

- A. The Company may refuse to install or may terminate a Customer's service if it is located on premise of a public or semi-public nature or in a business establishment, where the public in general or patrons of the Customer may make use of the service.
- B. Services provided by the Company may not be resold by the Customer or used in any manner for which the Customer receives compensation from the user except as provided herein:
 - 1. Access services provided pursuant to Interstate or Intrastate Access Services Tariffs the Company issues or concurs in.
 - 2. Services provided to hotels, motels, hospitals, and cellular and paging Customers when such services are resold to guests, patients, or Customers.
- C. The Customer is responsible for payment of all charges of the Company for all services ordered by the Customer, including those that are shared or resold as provided herein, regardless of whether such charges are associated with the Customer's usage or that of any Authorized Users and regardless of whether such Authorized Users have paid the Customer for their share of the Company's charges.

4.4.2 Accessories Provided by the Customer

No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the Company facilities except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection, or to disconnect service. The Customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his/her premises because of the use of such attachments or connections.

4.4.3 Limit On Communication

The Company reserves the right to limit the length of communications when necessary due to a shortage of facilities caused by emergency conditions.

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4.4 USE OF SERVICE AND FACILITIES (Cont'd)

4.4.4 Unlawful, Abusive, or Fraudulent Use of Service

- A. The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued, after proper written notice, if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law. The Company shall in no event be liable for any damage resulting from any action taken or threatened pursuant to this Section.
- B. The Company may suspend or terminate telephone service to any person(s), firm or corporation who: uses or permits the use of foul, abusive, obscene or profane language over the facilities furnished by the Company; or impersonates or permits impersonation of any other individual with fraudulent or malicious intent; or uses or permits their telephone to be used to make calls whether anonymous or otherwise in any manner which could reasonably be expected to frighten, abuse, torment, or harass another; or uses the service in such a manner as to interfere in any way with the service of others.

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GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE

4.5.1 Discontinuance of Service

A. Non-payment Service Interruption

In the event of a proposed disconnection of Residential Basic Local Service only, the following procedures shall apply:

1. No Local Service shall be disconnected for non-payment of Local Service Charges until at least twenty-nine (29) days from the date of the bill.
2. No Local Service can be disconnected for non-payment of Local Service Charges unless the utility has given the affected Customer a written notice of the proposed disconnection at least five (5) days before the proposed date of disconnection. The notice must include:
 - a. The final payment date of the amount due;
 - b. The reason for the disconnection, including the unpaid balance due;
 - c. A telephone number which the Customer may call for information about the proposed disconnection; and
 - d. The procedure for medical emergencies, as hereinafter described.
3. If contact with the Customer was not previously made and notice of the disconnection was by mail or by leaving it at the premise, the utility must make a good faith effort to contact the Customer at least two (2) days before the proposed disconnection.
4. If a Customer's check is returned for insufficient funds or dishonored by the bank, this constitutes an automatic waiver of the written notice requirements.

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GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

B. Disconnection With Notice

Telephone service may be disconnected after proper notice for any of the following reasons:

1. Failure to pay a delinquent account, including only the carriage charges of an interexchange carrier when the Company bills for those carriers.
2. Violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment when a reasonable attempt has been made to notify the Customer and the Customer is provided with a reasonable opportunity to remedy the situation.
3. Failure to comply with deposit or guarantee arrangements where required.
4. Failure to pay the account of another Customer as guarantor thereof.

C. Telephone service may be disconnected without notice under either of the following conditions:

1. Where a known dangerous condition exists for as long as the condition exists. Where reasonable given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
2. Where service is connected without authority by a person who has not made application for service, or who has reconnected service without authority following termination of service for nonpayment, or in instances of tampering with the Company's equipment or bypassing the same.

GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

4.5.1 Discontinuance of Service (Cont'd)

D. Disconnection on Holidays or Weekends

Unless a dangerous condition exists or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the Company are not available to the public for the purpose of making collections and reconnecting services.

4.5.2 Termination of Service

A. Termination of Service by the Company

1. When the service is terminated on the initiative of the Company because of violation of its regulations by the Customer, the regulations stipulated in the paragraph below for termination of service by the customer apply.
2. Should service be terminated for nonpayment of charges, restoration of service will be made only as prescribed in Section 4.5.3 of this Tariff.

B. Termination of Service by the Customer

Service may be terminated at any time upon reasonable notice from the Customer to the Company. Upon such termination, the Customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of a minimum service period and applicable Termination Charges, if any.

GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

4.5.3 Restoration of Service

- A. For restoration of a Customer's Telecommunications Service when service has been disconnected the following conditions are applicable. Service Charges are discussed in Section 5 of this Tariff.
- B. If the Customer's service has been terminated the Customer must reapply for telephone service as a new applicant before having service restored. Such application will be subject to applicable Service Charges.
- C. At its discretion, the Company may restore or re-establish service, which has been suspended or disconnected for nonpayment of charges prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver by the Company of any rights to suspend or disconnect service for nonpayment of charges due and unpaid, or for the violation of the provisions of this Tariff. Moreover, the Company's failure to suspend or disconnect service for nonpayment of any past due account or accounts shall not operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

4.6 CUSTOMER RELATIONS

4.6.1 General

- A. The Company will maintain a current set of maps showing the physical locations of its facilities and telephone exchange locations. Each central location will have available up-to-date maps or records of its immediate area, with such other information as may be necessary to enable the Company to advise applicants and others entitled to the information, as to the facilities available for serving that locality.
- B. Upon request for service by an Applicant or upon request for transfer of service by a Customer, the Company shall inform the applicant or Customer of the Company's lowest priced alternatives available at the Customer's location. The Company shall provide this information beginning with the lowest priced alternative and giving full consideration to applicable service or equipment options and Installation Charges.

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GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.1 General (Cont'd)

- C. The Company will post a notice in a conspicuous place in each business office of the Company where applications for service are received informing the public that copies of the rate schedules and rules relating to the services of the Company, as filed with the Commission, are available for inspection.
- D. The Company will provide to all new telephone utility Customers, at the time service is initiated, a pamphlet or information packet advising the Applicant of his or her rights as a Customer. This information shall inform the Customers concerning their right to request information relating to rates and services; bill payment policies; regulations in regard to termination of service; billing disputes; information about alternative payment plans; reconnection of service after involuntary termination; Customer complaints, supervisory review by the Company and registering a complaint with the Commission; Company business office hours, addresses and telephone numbers; deposits; statement of nondiscrimination; and availability of any special services such as readers or notices in Braille, as well as the telephone number of the teletypewriter for the deaf at the Commission.

4.6.2 Customer Complaints

- A. Upon complaint to the Company by a Customer either at the Company's office by letter or by telephone, the Company shall promptly make a suitable investigation and advise the complainant of the results thereof.
- B. In the event the complainant is dissatisfied with the Company's report, the Company will advise the complainant of the Commission complaint process, and inform the complainant that they may contact the Division at the Commission which is responsible for handling complaints.
- C. Upon receipt of a complaint, either by letter or by telephone, from the Commission on behalf of a Customer, the Company shall make a suitable investigation and advise the Commission within thirty (30) days of the results thereof.
- D. The Company shall keep a record of all complaints which shall show the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition thereof, for a period of two years subsequent to the final settlement of the complaint. Complaints with reference to rates or charges, which require no further action by the Company, will not be recorded.

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GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.3 Applicant or Customer Deposit

A. Definition of Applicant and Customer

For purposes of this subsection, an Applicant is defined as a person who applies for service for the first time or reapplies at a new or existing location after discontinuance of service. Customer is defined as someone who is currently receiving service or has received service in the past.

B. Establishment of Credit

1. The Company may require an Applicant, a presently disconnected Customer, or a former Customer to satisfactorily establish credit for the purpose of guaranteeing final payment for service. Such establishment of credit will not relieve the Customer from prompt payment of bills. Credit history shall be applied equally for a reasonable period of time to a spouse or former spouse who shared telephone service. Credit history applies equally to both, without modification.

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GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.3 Applicant or Customer Deposit (Cont'd)

C. Interests on Deposits

1. The Company shall pay interest on deposits at a rate not to exceed the rate established by the Commission. Interest on deposits shall accrue annually and shall be credited annually, calculated to December 1 of each year for the time such deposit was held by the Company.

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4.6 CUSTOMER RELATIONS (Cont'd)

4.6.3 Applicant or Customer Deposit (Cont'd)

D. Deposit Required

1. The required initial deposit shall not exceed the amount of an estimated bill for two (2) regular billing periods or in the case of a Customer whose bills are payable in advance, the deposit shall not exceed an estimated bill for one (1) regular billing period, plus two (2) months estimated toll.
2. An additional deposit may be required from a Customer when excessive toll occurs and there is a known credit risk, either upon written notice or verbal notification subsequently confirmed in writing. If the deposit requirement is not met, toll restriction may be applied where technically available.

E. Information Provided With Deposits

At the time a deposit is required, the Company shall provide written information about deposits to Applicants for, or Customers of, business or residential service. This information will include:

1. the circumstances under which the Company may require a deposit, or request an additional deposit;
2. how a deposit is calculated;
3. the amount of interest paid on a deposit and how this interest is calculated; and
4. the time frame and requirement for return of the deposit to the Customer.

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GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.3 Applicant or Customer Deposit (Cont'd)

F. Records of Deposits

1. The Company will keep records to show:
 - a. The name and address of each depositor;
 - b. The amount and date of the deposit; and
 - c. Each transaction concerning the deposit.
2. The Company will issue a receipt of deposit to each Applicant or Customer from whom a deposit is received and will provide means whereby a depositor may establish his claim if the receipt is lost.
3. A record of each unclaimed deposit will be maintained for four (4) years, during which time the Company will make a reasonable effort to return the deposit.

G. Refund of Deposit:

1. If service is not connected or after disconnection of service, the Company will promptly and automatically refund the Customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premise to another within the service area of the Company shall not be deemed a disconnection where refund of the deposit is concerned.

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4.6 CUSTOMER RELATIONS (Cont'd)

4.6.4 Payment for Service

A Customer shall be responsible for the payment of all charges for services and equipment furnished the Customer, including charges for services originated and/or charges accepted at the Customer telephone. Failure to receive a bill or disconnect notice does not relieve the Customer of the responsibility for payment provided the Company has followed procedures for proper Customer notification. The services or facilities furnished by the Company may be suspended for failure of the Customer to pay any sum due as set forth under Sections concerning discontinuance of service.

A. Billing Period and Charges

1. Bills for telephone service will normally be rendered monthly. Bills may be rendered more frequently, however, when it is considered necessary or advisable by the Company. Bills shall show the Company name, toll free contact telephone number, period of time covered by the billings, and shall show a clear listing of all charges due and payable, including outstanding amounts in the same Customer class that the Company may have chosen to transfer from a Customer's prior delinquent account(s). Payment of charges for moves and changes and other Nonrecurring Charges may be required prior to completion.
2. Charges for local services and facilities are payable monthly in advance.
3. Special charges, fees, and taxes - An additional charge shall be added to the Customer's bill for service, which is equal to the pro rata share of any occupation, franchise, business, license, excise, privilege, or other similar charge or tax, now or hereafter imposed by any municipal taxing body or municipal authority whether by statute, ordinance, law, or otherwise, and whether presently due or to hereafter become due, upon approval of the charge by the Commission.
4. The Company will provide the Customer with a breakdown of Local Service Charges at the time service is initially installed or modified, or if requested by the Customer, at a reasonable charge. The Customer may also choose to receive an itemized breakdown of Local Service Charges monthly or annually which will be provided by the Company at a reasonable charge.

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GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.4 Payment for Service (Cont'd)

B. Pro Rating of Charges

Charges for service normally furnished on a monthly basis (except those involving a minimum billing period) billed for periods in excess of, or less than, a billing month will be pro rated.

C. Suspended or Disconnected Service

1. Should service be suspended for nonpayment of charges, it will be restored only as provided in Section 4.5.3 of this Tariff.
2. When service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Tariff.

D. Payment Arrangements

The Company may agree to a payment arrangement, whereby an outstanding bill will be paid after the due date of the bill but before the due date of the next bill if a Customer so requests. If the Customer does not fulfill the terms of such payment arrangements the Company shall have the right to disconnect service. A disconnect notice must be issued prior to termination of service, if one had not been issued before the payment arrangement was executed.

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GENERAL RULES AND REGULATIONS**4.6 CUSTOMER RELATIONS (Cont'd)****4.6.5 Allowance for Interruptions**

In the event a Customer's service is interrupted other than by the negligence or willful act of the Customer or for mechanical problems past the Company's facility connection point with the Customer, and it remains out of order for twenty-four (24) hours or longer after being reported to be out of order and after access to the premise is made available, appropriate adjustments or refunds shall be made to the Customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be the pro-rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund is calculated as follows:

$$\text{Amount of Refund} = \frac{\text{Total number of Days Interrupted}}{\text{Total Number of Days in Billing Period}} \times \text{Monthly Rate}$$

4.6.6 Adjustment of Charges for Overbilling and Underbilling

If billings for Telecommunications Service are found to differ from the Company's lawful rates for the services being purchased by the Customer, or if the Company fails to bill the Customer for such services, a billing adjustment shall be calculated by the Company.

The backbilling for both overcharges and undercharges to the Customer shall not exceed twelve (12) months.

If such undercharges are one hundred dollars (\$100.00) or more, the Company shall offer the Customer a deferred payment plan option for the same length of time as that of the underbilling.

4.6.7 Disputed Bills

- A. In the event of a dispute between a Customer and the Company regarding any bill for utility service, the Company shall forthwith make such investigation as shall be required by the particular case, and report the results thereof to the Customer and, in the event the dispute is not resolved, shall inform the Customer of the complaint procedures of the Commission.
- B. A Customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed thirty (30) days. The Customer is obligated to pay any billings not disputed. Undisputed amounts are subject to discontinuance of service.

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GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.7 Disputed Bills (Cont'd)

- C. Any Customer or Applicant for service requesting the opportunity to dispute any action or determination of the Company under the Customer service rules as set out in the Company's Tariff shall be given an opportunity for a supervisory review by the Company. If the Company is unable to provide a supervisory review immediately following the Customer's request for such review, arrangements for the review shall be made for the earliest possible date. Service shall not be disconnected pending completion of the review. If the Customer chooses not to participate in such review or to make arrangements for such review to take place within thirty (30) days after requesting it, the Company may disconnect service, providing notice has been issued under standard disconnect procedures. Any Customer who is dissatisfied with the review by the Company will be informed of their right to file a complaint and/or request a hearing before the Commission. The results of the supervisory review must be provided in writing to the Customer within thirty (30) days of the review, if requested.

4.7 LIABILITY OF THE COMPANY

4.7.1 Service Irregularities

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Company in failing to exercise reasonable supervision or to maintain proper standards of maintenance and operation, shall in no event exceed an amount equivalent to the proportionate Local Service Charge to the Customer for the period of service during which such service irregularities occur and continue.

However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or failure or defects in facilities furnished by the Company which are caused or contributed to by the negligence or willful act of the Customer, Authorized User, or Joint User or which arise from the use of Customer provided premise equipment shall not result in the imposition of any liability whatsoever upon the Company.

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4.7 LIABILITY OF THE COMPANY (Cont'd)

4.7.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with the Company's facilities in establishing connections to points not reached by those facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other Company or companies furnishing a portion of such service.

4.7.3 Indemnifying Agreement

The Company shall be indemnified and saved harmless by the Customer against: claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over Company facilities or the use thereof.

4.7.4 Defacement of Premise

The Company is not liable for any defacement or damage to the premise of a Customer resulting from the furnishing of service or the installation, attachment, or removal of the facilities furnished by the Company on such premise.

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GENERAL RULES AND REGULATIONS

4.8 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

4.8.1 General

Arrangements will be developed on a case-by-case basis in response to bona-fide request from a Customer or Applicant to develop a competitive bid for a service offered under this Tariff. Rates quoted in response to such competitive request may be different than those specified for the services in this Tariff. ICB rates will be offered to the Customer or Applicant in writing and on a nondiscriminatory basis.

4.9 TEMPORARY PROMOTIONAL PROGRAMS

4.9.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges to introduce present or potential Customers to a service not previously received by the Customer(s).

SERVICE CHARGES

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SERVICE CHARGES

5.1 DEFINITIONS

5.1.1 Account

A Customer's record relating to his/her service or equipment billed to a telephone number. Service may be located on one (1) or more premise as long as it is part of his/her main telephone system and billed to the main telephone number.

5.1.2 Service Charge Elements

A. Service Order Charge

The Company's charge associated with the receipt, recording and processing of information in connection with a Customer's or Applicant's request for service to be provided to the same account, at the same time and on the same premise or continuous property.

B. Customer Premise Visit Charge

The Company's charge associated with a trip to the Customer/Applicant's premise to comply with the Customer/Applicant's request to establish service.

5.2 APPLICATION OF CHARGES

5.2.1 General

- A. Service Charges are in addition to other rates and charges normally applied under this Tariff, and are applicable for all services furnished to the Customer as indicated throughout.
- B. The Service Charges specified in this Tariff are intended to cover costs incurred by the Company to establish, add to, or to rearrange service as requested by the Customer.
- C. The Service Charges in this Section are applicable to work performed during normal working hours, on days of the week other than weekends or holidays. If the Customer requests that work be performed at hours outside of the normal business hours (9:00 a.m. to 5:00 p.m.) or business week (Monday - Friday), or interrupts work once begun, an additional charge applies based on the additional costs incurred by the Company.

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SERVICE CHARGES

5.2 APPLICATION OF CHARGES (Cont'd)

5.2.1 General (Cont'd)

- D. Except as otherwise provided in this Section, all changes in location of Customer's equipment or service from one (1) premise to another are treated as new service connections and the appropriate Service Charges will be applied.
- E. Payment of Service Charges may be required at the time of application for service, or upon presentation of a bill.
- F. Service Charges are not applicable for:
 - 1. Moves or changes required for normal maintenance and repair of the Company's service.
 - 2. Change or correction in billing name or address when there is not a change in responsibility and no connection, disconnection, move or change in the service.
 - 3. An upgrade or regrade of service for Company reasons.
 - 4. The connection of telephone sets or other terminal equipment when no line connection or central office access work is required.
 - 5. Telephone number changes for Company reasons.
 - 6. When existing Customers disconnect their Local Exchange Access Service.
 - 7. Blocking access to 976 or like service, provided that the blocking is requested either at the time the telephone service is established at a new number or within sixty (60) days of the establishment of the service.

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SERVICE CHARGES

5.2 APPLICATION OF CHARGES (Cont'd)

5.2.2 Specific Application of Service Charges

A. Service Order Charges

1. Service Order Charges are applicable:

- a. For requests to establish an account for initial connection of service.
- b. For connection of additional local exchange access lines, private lines or detached access lines to an established service.
- c. For changes and transfers of service involving a change in name and responsibility, except in the case of a surviving spouse who has established service.
- d. For restoration of service disconnected for non-payment of telephone bills.
- e. For subsequent requests for service, for restoration of service at the Customer's request, and for requests for change in class or grade of service.
- f. For service ordered while that Customer has a pending service order and which requests services that cannot be included on the pending service order.
- g. For additions, moves or changes of lines in the same building or in different buildings on the same premise.
- h. For each telephone number changed at the Customer's request, including number changes to provide trunk hunting. No charge is applicable for a number change initiated by the Company.
- i. For changes to a directory listing if a Customer requests this change more than once in a calendar year.
- j. When two (2) or more segments of a local private line or detached access line are bridged in the central office. In this event, a Service Order Charge will apply for each segment of the affected line.

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SERVICE CHARGES**5.2 APPLICATION OF CHARGES (Cont'd)****5.2.2 Specific Application of Charges (Cont'd)****B. Customer Premise Visit Charge**

1. A Premise Visit Charge is applicable when a trip to the Customer's premise is required to complete work requested by a Customer, as shown on the related Service Order.
2. Only one (1) Premise Visit Charge will apply in connection with the same service order.
3. A Premise Visit Charge is not applicable to complete disconnection of service or a change in service or facilities initiated by the Company.

5.3 SCHEDULE OF SERVICE CHARGES

		<u>Business</u>
A. Service Ordering Charge:		
1.	For connecting new or additional central office lines, per Service Order	\$25.50
2.	For moving or changing existing service and equipment or adding new or additional service and equipment other than central office lines, per Service Order	\$9.30
B. Premise Visit Charge		
1.	For premise visit associated with installation of service.	First 15 min. - \$23.00 Each Add'l 15 min. - \$10.00

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SERVICE CHARGES

5.4 TERMINATION CHARGE

5.4.1 General

When a Customer cancels an order for service prior to the establishment of service or the expiration of the initial contract period, a Termination Charge may be applicable.

5.5 RETURNED CHECK CHARGE

5.5.1 General

The Company will assess a charge for each instance where a check is returned or otherwise dishonored by a bank or equivalent business.

\$15.00 per occurrence

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SERVICE CHARGES

5.6 RESTORATION OF SERVICE CHARGE

5.6.1 General

When service is temporarily suspended for non-payment of charges and the service will be restored upon payment of past-due charges, as discussed in Section 4 of this Tariff. In addition, a Restoration of Service Charge will be applied.

5.6.2 Rates and Charges

\$33.55 per occurrence

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**Gateway Telecom, LLC
1025 Main Street
Wheeling, WVA 26003**

LOCAL EXCHANGE SERVICE

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LOCAL EXCHANGE SERVICE**6.1 LOCAL EXCHANGE RATES****6.1.1 General**

Local Exchange Service is provided by means of station, wire, switching and other facilities, plant and equipment to enable the establishment of telephone communications between stations in the same or different serving area at monthly rates as set forth in this Section. The facilities, plant and equipment used to provide Local Exchange Service are also used in the furnishing of toll telephone services at rates applicable for such services.

Basic Service provides a Customer with a single, voice grade dial tone which allows unlimited local calls for one (1) flat monthly rate. Basic Service is provided with touch-tone as a standard feature. Basic Service is available with the features described in Section 8. The features are available individually or packaged in groups.

6.1.2 Base Rates**Business**

Basic Service

\$41.86

6.1.3 Calling Areas

State of Ohio

6.1.4 Dual Party Relay Service or Telecommunications Relay Service

Dual Party Relay Service or Telecommunications Relay Service permits hearing and speech impaired users of Telecommunications Devices for the Deaf (TDD) to communicate with users of ordinary telephones. The Company concurs with the rates, rules and regulations filed with the Commission as they relate to the provision of this service. The Company will apply the required surcharge to Customer bills in accordance with the aforementioned rules.

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LOCAL EXCHANGE SERVICE

6.2 VERIFICATION AND EMERGENCY INTERRUPT SERVICE

6.2.1 General

A. Verification

1. The Company furnishes Verification Service for the purpose of aiding Customers with legitimate call completion problems. Upon request the operator will verify and provide the line status condition of a local Customer line.
2. A Customer-originated request for verification of a local number other than an emergency agency number is a chargeable verification request. No charge applies if the line is out of order.

B. Emergency Interrupt Service

1. The Company furnishes Emergency Interrupt Service when a Customer who has originated a verification request to a line which has been found to be busy informs the operator that an urgent or emergency situation exists and requests that the operator have the busy line cleared.
2. A Customer-originated request for emergency interrupt to a local number other than an emergency agency number is a chargeable Emergency Interrupt Service.
3. The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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LOCAL EXCHANGE SERVICE**6.2 VERIFICATION AND EMERGENCY INTERRUPT SERVICE (Cont'd)****6.2.2 Rates**

- A. No charge will apply if the requesting Customer states that the call is to or from an official public emergency agency. An official public emergency agency is defined as a government agency which is operated by the federal, state or local government, and has the capability and legal authority to provide prompt and direct aid to the public in emergency situations. Such agencies include the local police, state police, fire department, etc.
- B. Charges may not be billed on a collect basis or on a third number basis to the number being verified or interrupted.
- C. If the number verified is not in use, or as a result of the interrupt the line is cleared, and, at the calling party's request, the operator completes the call, then charges for Operator Assisted Local Calls as defined in Section 8 of this Tariff will apply. The operator assist charge will apply in addition to the Verification and Emergency Interrupt Charges.

Nonrecurring Charge

- | | |
|--------------------------------------|--------|
| 1. Verification Request, each | \$1.20 |
| 2. Emergency Interrupt Request, each | \$1.60 |

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DIRECTORY PUBLICATION AND USE

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DIRECTORY PUBLICATION AND USE

7.1 DIRECTORY LISTINGS

7.1.1 Provision of Directory Listings

- A. For each Customer of Company provided Local Exchange Service, the Company will arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Company in the area at no additional charge.
- B. At a Customer's option, the Company will arrange for additional listings at the rates set forth in this Tariff. See Rate Sheet.
- C. Listings are regularly provided in connection with all classes of exchange service unless the Customer subscribes to Non-Published Number Service.
- D. Directory listings are provided to aid in the use of telephone service through the identification of Customers' telephone numbers.
- E. The contract period for directory listings where the primary or additional listing appears in the directory is the directory period.
- F. Non-published Telephone Number Service is provided by the Company. This is a type of service where the Customer's number is not included in the published directory, but is included in the information records and is provided by the directory assistance operator upon request.

7.1.2 Primary Directory Listings

- A. Number of Listings Provided Without Charge

Except as provided in this Tariff, one (1) primary listing is provided without extra charge for each main service or for the first number in a group, when two (2) or more main station lines are consecutively operated.

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DIRECTORY PUBLICATION AND USE

7.1 DIRECTORY LISTINGS (Cont'd)

7.1.3 Additional Directory Listings

A. General

1. Charges for additional listings begin on the date the information records are posted and are payable monthly in advance.
2. Additional listing charges are automatically discontinued upon termination of the main service.

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DIRECTORY PUBLICATION AND USE

7.1.4 Non-Published Telephone Number Service

A. General

1. Non-Published Telephone Number Service provides for the omission or deletion of a Customer's telephone number listing from the directory.
2. In the absence of gross negligence or willful misconduct, the Company assumes no liability for publishing a non-published telephone number. Where such number is published in the directory, the Company's liability shall be limited to a refund of the Company's monthly charges applicable to Non-Published Telephone Number Service.
3. The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a non-published telephone number upon request, or by the publication of a number of a non-published telephone number in the telephone directory, or disclosing of such number to any person.

DIRECTORY PUBLICATION AND USE

7.1 DIRECTORY LISTINGS (Cont'd)

7.1.4 Non-Published Telephone Number Service

A. General (Cont'd)

4. The rate for Non-Published Telephone Number Service does not apply to:
 - a. additional service furnished to the same Customer who has other service listed in the directory at the same address.
 - b. a Customer living in a hotel, hospital, retirement complex, apartment house, boarding house, or club if the Customer is listed under the telephone number of the Private Branch Exchange, Centrex or Paystation Service furnished to such establishments.
 - c. service which is installed for a temporary period.
5. A Customer residing in an E911 Service district forfeits the privacy afforded by Non-Published Telephone Number Service to the extent that the Customer's name, telephone number and the address associated with the service location are furnished to the E911 service administrator, E911 public safety answering point (PSAP) or E911 service database.

7.1.5 Non-listed Telephone Number Service

- A. A non-listed telephone number is one for which no listing appears in the alphabetical section of the directory. The number is listed in the information records and is given out upon request.
- B. A Service Connection Charge, as stated in Section 5.3 of this Tariff, applies to the establishment or change of non-listed telephone numbers.

DIRECTORY PUBLICATION AND USE**7.1 DIRECTORY LISTINGS (Cont'd)****7.1.6 Liability For Directory Listing Service****A. General**

1. The Company shall not be liable for any error, omission, or other failure in connection with directory listings furnished without additional charge. The Customer agrees to hold the Company free and harmless of and from any claims, loss, damage, or liability which may result from such error, omissions, or other failures.
2. The liability, if any, of the Company for any error, omission, or other failure in connection with directory listings furnished at an additional charge shall in no event exceed the charge for that listing during the effective life of the directory in which the error or omission is made.
3. In accepting listings as prescribed by Applicants or Customers, the Company will not assume liability for the result of their publication in its directories nor will the Company be a party to controversies arising between Customers or others as a result of listings published in the directory.

7.1.7 Rates and Charges**A. Recurring Monthly Rate**

Primary Service Listing	No Charge
Additional Listings	\$2.35 or \$0.90
Non-Published Telephone Number Service	\$1.10
Non-listed Telephone Number Service	\$1.10

DIRECTORY PUBLICATION AND USE

7.1 DIRECTORY LISTINGS (Cont'd)

7.1.7 Rates and Charges (Cont'd)

B. Service Charges

1. See Section 5 of this Tariff for applicable Service Charges. A Secondary Service Order Charge applies for additions or changes in directory listings. For all orders to establish or change non-published telephone numbers a Service Order and Central Office Line Connection Charge applies.
2. When directory listings are ordered at the same time as the initial installation of local access line service no additional Service Charges will be applied for the directory listing(s).

7.2 PROVISION AND OWNERSHIP OF DIRECTORIES

- A. One copy of local directories shall be distributed per access line, without charge. Additional directories including replacement of mutilated or destroyed directories will be furnished at the discretion of the Company at a reasonable rate.
- B. Telephone directories shall be issued approximately every twelve (12) months. The Company issues directories to assist in furnishing prompt and efficient service. The Company does not guarantee to its Customers correct listings therein. Every precaution is taken to prevent errors in, and omissions of, directory listings. The Company's liability for damages arising from errors or omissions in making up or printing of its directories is addressed in Section 7.1.5 of this Tariff.

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.1 LOCAL DIRECTORY ASSISTANCE SERVICE

8.1.1 General

- A. Local directory assistance service is furnished to Customers who request assistance in determining directory information.
- B. No charge applies to visually handicapped or physically handicapped individuals who present a certificate signed by a physician or issued by an agency recognized by the State having the authority to certify the existence of such handicaps.
- C. Charges for directory assistance are not applicable to calls placed from public or semi-public pay stations, or from hospitals and hotel guest room.
- D. No credit will be given for any unused portion of the call allowance. No credit will be given for requested listings that are nonpublished or nonlisted. No credit will be given for requested listings that are not found in the Company's directory assistance records.
- E. Call allowances are not transferable between separately billed accounts of the same Customer.

8.1.2 Rates and Charges

Customer Direct Dials	\$0.30
Customer Places Call via operator	\$0.45

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.2 TOLL RESTRICTION SERVICE

8.2.1 General

- A. Toll Restriction Service is an optional service that prevents the origination of unauthorized toll calls from a Customer's line, by means of blocking at the Company's central office.
- B. This arrangement denies all outgoing calls starting with the digit "1" or "0".
- C. All local calls will be permitted from the Customer's line.
- D. All local calls to directory assistance will be permitted, except those that require 1+ or 0+ dialing.
- E. This service will not block all toll calls a Customer might make or receive, such as collect calls and/or long distance calls placed by dialing digits other than "1".
- F. The Customer accepts full responsibility for denial of access to the toll network.
- G. The Customer accepts full responsibility for collect calls and/or long distance calls placed by dialing digits other than "1" or "0".
- H. The Customer holds the Company harmless from any and all liabilities and/or damages which may be alleged or incurred by the use of toll restriction, acceptance of collect calls, and/or long distance calls placed by dialing digits other than "1" or "0".
- I. This service is available only where facilities permit.

8.2.2 Rates and Charges

NR - \$36.90
MTH - \$73.80

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.3 LOCAL OPERATOR SERVICE

8.3.1 Operator Assisted Charges

- A. All types of Local Exchange Service have local calling areas as specified in Section 6 of this Tariff which are the areas that can be called on a flat rate basis (no charge for individual calls) or on a local coin call rate basis.
- B. Local dial call: The call must be dialed and completed without the assistance of an operator and must be billed to the originating telephone when a charge is applicable.
- C. The following Service Charges for operator assisted local calls apply in addition to the local dial rate applicable.
 - 1. Station-to-Station Customer dialed credit card local call.
\$1.25 Each call
 - 2. Station-to-Station operator assisted sent-paid, collect, third number, and non-Customer-dialed credit card calls.
\$1.10 Each call
 - 3. Person-to-person operator assisted local call.
\$3.00 Each call

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.3 LOCAL OPERATOR SERVICE (Cont'd)

8.3.1 Operator Assisted Charges (Cont'd)

- D. Service Charges do not apply for the following Operator Assisted Local Calls:
1. Calls to designated Company numbers for official telephone business;
 2. Emergency calls to recognizable authorized civil agencies; or
 3. Those cases where an operator provides assistance to:
 - a. Re-establish a call that has been interrupted after the calling number has been reached;
 - b. Reach the calling telephone number where Company-provided facility problems prevent customer dial completion; or
 - c. Place a sent-paid call for a calling party who identifies himself/herself as being handicapped and unable to dial the call because of his/her handicap.

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.4 CALL MANAGEMENT SERVICES

8.4.1 Description of Features

1. Call Forwarding Busy Line - \$1.40 per month

Call Forwarding Busy Line allows calls to be transferred automatically to a pre-designated telephone number when the line is busy.

2. Call Forwarding Don't Answer - \$4.00

Call Forwarding Don't Answer allows calls to be transferred automatically to a pre-designated telephone number when the line is unanswered.

3. Call Forwarding Multi-path - \$4.00

Call Forwarding Multi-path allows the Customer to specify the number of simultaneous calls to transfer automatically to the forwarding number.

4. Call Forwarding Variable - \$4.00

Call Forwarding Variable enables a Customer to automatically divert all incoming calls to another telephone number.

5. Calling Number Delivery (Caller ID Basic) - \$9.00

Calling Number Delivery will enable the Customer to receive the time, the date and calling number on an incoming call. The number will be delivered to the called party's CPE in the interval between the first and second ring.

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.4 CALL MANAGEMENT SERVICES (Cont'd)

8.4.1 Description of Features (Cont'd)

6. Calling Name and Number (Caller ID Deluxe) - \$5.00

Calling Name and Number Delivery will enable the Customer to receive the name of the caller, the time, the date and the calling number on an incoming call. The name and number will be delivered to the called party's CPR in the interval between the first and second ring. The displayed name is the name associated with the calling party number.

7. Calling Number Delivery Blocking (Call Block)

Calling Number Delivery Blocking will allow the calling party to suppress a directory number such that the called party with Calling Number Delivery does not receive the information. The called party will receive a "private" message instead of the calling party's directory number. Calling Number Delivery Blocking on a per line basis is available for no charge. Calling Number Delivery Blocking on a per call basis is available.

8. Call Return - \$1.50 per attempt

Call Return allows a Customer to have a call set up performed automatically to the calling party of the last incoming call. Call Return is also available on a per call basis.

9. Call Selector - \$8.00 per month

Call Selector allows a Customer to define a list of calling telephone numbers that will be accepted. Any calling telephone number not on the list will be routed to announcements and rejected.

10. Call Waiting - \$6.00

Call Waiting provides a burst of tone to inform a station user with a call already in progress that another call is waiting to be answered.

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.4 CALL MANAGEMENT SERVICES (Cont'd)

8.4.1 Description of Features (Cont'd)

11. Customer Control of Call Forwarding

Customer Control of Call Forwarding allows the Customer to activate and deactivate Call Forwarding features.

12. Customer-Originated Trace (Call Tracing) - \$3.50 per activation.

Customer-Originated Trace allows the Customer to initiate a trace of the last incoming call. The results of the trace may not be provided directly to the Customer initiating the trace.

13. Preferred Call Forwarding

Preferred Call Forwarding allows the Customer to forward calls from a list of up to six (6) telephone numbers. Forwarded calls are limited to just the telephone numbers on the list.

14. Remote Access to Call Forwarding Variable

Remote Access to Call Forwarding Variable allows the capability of activating and deactivating Call Forwarding features from locations other than the base telephone.

15. Remote Call Forwarding - \$36.90 per month

Remote Call Forwarding allows the Customer to establish a local presence in distant areas by forwarding calls to just about anywhere.

16. Repeat Dialing - \$0.75 per attempt \$5.00 per month

Repeat Dialing continues dialing a number where the line is busy or there is no answer. Repeat Dialing is also available on a per use basis.

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.4 CALL MANAGEMENT SERVICES (Cont'd)

8.4.1 Description of Features (Cont'd)

17. **(Distinctive Ring)** - 1st No. - \$9.90 / 2nd No. - \$7.90

**** allows one (1) or two (2) additional telephone number(s) with a distinctive ring to be added to the existing line.

18. **Speed Calling (30)** - \$6.80

Speed Calling 30 enables a Customer to call a list of up to thirty (30) preselected telephone numbers by dialing a two (2) digit code.

19. **Three Way Calling** - \$0.75 per usage / \$4.00 per month

Three Way Calling allows a Customer to add a third party to an existing call, enabling a simultaneous conference between parties at multiple locations.

20. **Direct Inward Dialing for PBX Systems**

Direct Inward Dialing feature transmits the dialed digits for all incoming calls allowing the Customer or Company provided PBX equipment to route incoming calls directly to individual stations corresponding to each individual DID telephone number.

21. **Direct Outward Dial for PBX Systems**

Direct Outward Dial feature transmits the dialed digits for all outbound external calls allowing outbound calls to be placed without attendant assistance.

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CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

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CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

9.1 CONNECTION ON CUSTOMER PREMISE

9.1.1 General

Terminal equipment, inside wiring and/or communications systems may be connected at the Customer's premise to facilities furnished by the Company for telecommunications services, subject to the conditions and rates set forth in this Section and as otherwise provided in these Tariffs.

9.1.2 Responsibility of the Company

- A. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided terminal equipment, inside wiring or communications system. Telecommunications Services are not represented as adapted to the use of all types of terminal equipment or communications systems. Where terminal equipment or communication systems are used with Telecommunications Services, the responsibility of the Company shall be limited to the furnishing of service components suitable for Telecommunications Services and to the design, maintenance and operation of service components in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the terminal equipment or communications systems or for the quality of, or defects in, such transmission, (2) the reception of signals by terminal equipment or communications systems, or (3) address signaling where such signaling is performed by signaling equipment.
- B. At the Customer's request the Company will provide information concerning interface parameters, including the number of ringers which may be connected to a particular telephone line, needed to permit terminal equipment to operate in a manner compatible with Telecommunications Services.
- C. The Company may make changes in its Telecommunications Service, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the FCC rules. If such changes can be reasonably expected to render any Customer's terminal equipment incompatible with Telecommunications Service, require modification or alteration of such premises equipment, or otherwise materially affect its use or performance, the Customer will be given adequate notice at least thirty (30) days in advance, in writing, to allow the Customer an opportunity to maintain uninterrupted service.

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CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

9.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)

9.1.2 Responsibility of the Company (Cont'd)

- D. The Company shall not be responsible to the Customer if such changes, which are not inconsistent with Part 68 of the FCC Rules and Regulations, renders the Customer-provided terminal equipment, protective circuitry, or communications systems obsolete or require modification or alteration of such equipment.

9.1.3 Liability of the Company

- A. The Company will not be responsible for any loss, damage or any impairment or failure of service arising from, or in connection with, the use of terminal equipment.
- B. The Company will not be liable for damages arising out of injuries to persons or property caused by the Customer-provided terminal equipment from voltages or currents transmitted over the facilities of the Company.

9.1.4 Responsibility of the Customer

- A. Upon request of the Company, the Customer shall give proper notice of intention to the Company when connection of terminal equipment or protective circuitry is made. The Customer also shall provide to the Company the line(s) to which such connection is to be made, the FCC Registration Number and the Ringer Equivalence of the registered terminal equipment or registered protective circuitry, so as to comply with the FCC Rules and Regulations.
- B. The operating characteristics of Customer-provided terminal equipment, inside wiring or communications systems shall be such as to not interfere with any of the services offered by the Company, and shall conform to the network protection criteria set forth in this Section. In addition, terminal equipment and facilities shall be operated within the limits set forth below:
 - 1. The safety of Company employees or the public cannot be endangered.
 - 2. Operation of the equipment and facilities cannot damage, require change in, or alteration of, the equipment or other facilities of the Company.
 - 3. No interference with the proper functioning of Company equipment or facilities.

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CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

9.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)

9.1.4 Responsibility of the Customer

4. The operation of the equipment and facilities cannot impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services.
- C. Upon suitable notification to the Customer, the Company may make such tests and inspections as may be necessary to determine that the above requirements are being fulfilled in connection with the installation, operation and maintenance of Customer-owned facilities or equipment. The Company may interrupt the connection if at any time such action should become necessary in order to protect any of its services because of departure from these requirements.
- D. Upon notice from the Company that the terminal equipment of the Customer is causing or is likely to cause hazard or interference, the Customer shall make such changes as may be necessary to remove or prevent such hazard or interference, and shall confirm in writing to the Company within ten (10) days following receipt of notice from the Company that such changes have been made. When immediate action is required to protect the Company's facilities from hazards caused by terminal equipment, the Company may immediately take such action as is necessary without prior notice to the Customer. As soon as possible after such action is taken, the Company will inform the Customer of the nature of the hazard and the type of remedial action taken. Failure of the Customer to remove the hazard or make remedial changes in the terminal equipment or to give the required written confirmation to the Company shall result in suspension of the Customer's service until such time as the Customer complies with the provisions of this Tariff.
- E. The Customer indemnifies and saves the Company harmless against claims for infringements of patents arising from combining terminal equipment used in connections with facilities of the Company.

9.1.5 Connection at Hazardous or Inaccessible Locations

Terminal equipment and facilities which serve a location which the Company considers impractical to serve because of hazard or inaccessibility may be used or connected with facilities of the Company for Telecommunications Service through connecting equipment furnished by the Company.

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CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

9.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)

9.1.6 Connections of Registered Equipment

A. Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems

Registered terminal equipment, protective circuitry, and communications systems may be directly connected at the Customer's premise to the telecommunications network, subject to Part 68 of the FCC Rules, and the provisions of this Tariff.

1. All combinations of registered equipment and associated non-registered terminal equipment (including but not limited to wiring) shall be installed, operated and maintained so that the requirements of Part 68 of the FCC Rules are continually satisfied. The Company may discontinue service or impose other remedies as provided for in Part 68 for failure to comply with these provisions.

B. Premise Wiring Associated With Registered Communications Systems

2. Protected premise wiring requiring acceptance testing for imbalance is premise wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages to the Company's facilities.
3. Unprotected premise wiring is all other premise wiring.
 - a. Customers who intend to connect premise wiring other than fully-protected premise wiring to the telephone network shall give advance notice to the Company and comply with the procedures specified in Part 68 of the FCC Rules, or as otherwise authorized by the FCC.

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CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

9.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)

9.1.6 Connections of Registered Equipment (Cont'd)

4. The Company may invoke extraordinary procedures as specified in Part 68 of the FCC Rules where one or more of the following conditions are present:
 - a. Information provided in the installation supervisor's affidavit gives reason to believe that a violation of Part 68 is likely.
 - b. A failure has occurred during acceptance testing for imbalance; or
 - c. Harm has occurred and there is reason to believe that this harm was a result of wiring operations performed under Part 68.
5. In addition, the Company may monitor or participate in acceptance testing for imbalance, or may inspect other than fully-protected premises wiring installations as set forth in Part 68 of the FCC Rules.

C. Connections Involving National Defense and Security

In certain cases, Part 68 of the FCC Rules permits the connection of unregistered terminal equipment or communications systems to the telecommunications network, provided that the Secretary of Defense, the head of any other governmental department (having requisite FCC approval), or their authorized representative certifies in writing to the Company that:

1. The connection is required in the interest of national defense and security;
2. The equipment to be connected either complies with the technical requirements of Part 68 or will not cause harm to the telecommunications network or Company employees; and
3. The work is supervised by an installation supervisor who meets the qualifications stated in Part 68.

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CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

9.2 RECORDING OF TWO-WAY TELEPHONE CONVERSATIONS

9.2.1 General

- A. Telecommunications Services are not represented as adapted to the recording of two-way telephone conversations. However, voice recording equipment may be directly, acoustically or inductively connected with telecommunications services as follows:
 - 1. A distinctive recorder tone that is repeated at intervals of approximately fifteen (15) seconds is required when recording equipment is in use and is connected with services of the Company; or
 - 2. All parties to the telephone conversation must give their prior consent to the recording of the conversation. The prior consent must be obtained in writing, or be part of, and obtained at the start of the recording.
- B. The voice recording equipment shall be so arranged that, at the will of the user, it can be physically connected to and disconnected from the services of the Company or switched on and off.
- C. A broadcast licensee shall be exempt from the above recording requirements provided at least one of the following requirements is met:
 - 1. The licensee informs each party to the call of its intent to broadcast the conversation;
 - 2. each party to the call is aware of the licensee's intent to broadcast the call; or
 - 3. such awareness of the licensee's intent to broadcast the call may be reasonably imputed to the party.
- D. The Federal Communications Commission has established exceptions to these requirements in cases of recording of: calls to and from emergency numbers involving health, safety, police, public utilities and road service; calls made by the U.S. Department of Defense Emergency Command Centers and U.S. Nuclear Regulatory Commission Operations Centers; calls made from patently unlawful purposes (such as bomb threats, kidnap ransom requests and obscene telephone calls); calls made by the U.S. Secret Service concerning Presidential security; and calls made by law enforcement or intelligence authorities acting under color of law.

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Gateway Telecom, LLC
1025 Main Street
Wheeling, WVA 26003

CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

9.3 SERVICE CHARGES

9.3.1 Failure of Acceptance Tests

If the premise wiring of communications systems fails acceptance tests monitored by, or participated in by, the Company as provided in Section 68.215 of the FCC's code and/or if the wiring has caused harm to the network, the Customer shall agree to pay the Company an amount based on the costs of activities performed by its employees.

9.3.2 Line Conditioning or Treatment

Should a Customer's line require treatment or conditioning other than that which would normally be required to operate a local loop because of the connection of Customer premise equipment or transmission of data, the Customer will be required to bear the cost that exceeds normal engineering standards for local loops. The cost will be determined on an individual cost basis.

9.3.3 Damages to Facilities

Customers providing their own premises equipment shall reimburse the Company for the cost of damages or changes requested by the Customer to facilities or equipment of the Company, caused by the negligence or willful act of the Customer or resulting from improper use of Company facilities, or due to the malfunction of any facilities or equipment provided by other than the Company.

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**Gateway Telecom, LLC
1025 Main Street
Wheeling, WVA 26003**

PRIVATE LINE TELEPHONE SERVICE

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Gateway Telecom, LLC
1025 Main Street
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PRIVATE LINE TELEPHONE SERVICE

10.1 GENERAL

- A. Private Line Telephone Service provides a dedicated transmission path to connect Customer designated premise, directly, through a Company hub or hubs where bridging or multiplexing functions are preformed, or to connect a Customer designated premise and a WATs serving office. Private Line Telephone Service includes all exchange access not utilizing the Company's switching equipment.
- B. The connections provided by Private Line Telephone Service can be either analog or digital.
- C. Company services may be connected to services or facilities of other communications carriers only where authorized by, or in accordance with, the terms and conditions of any Tariffs of such other communications carriers.
- D. All facilities required for this service are furnished by the Company on a full period basis only.
- E. The service equipment and channels provided under this Section are not furnished for the commercial transmission of communications between servicing area(s) and not for the use in competition with any form of service rendered by the Company or its connecting companies.
- F. Where special or unusual configurations are required for this service, one that has limited requirements by other Customers of the Company, either an Installation Charge or Termination Charge may be required at the option of the Company. Such charge will be at least equal to the nonrecovered in plant cost plus taxes, overhead and profit.

PRIVATE LINE TELEPHONE SERVICE

10.2 SERVICE CONFIGURATIONS

There are two (2) types of service configurations over which Private Line Telephone Service can be furnished: two (2) point and multi-point service.

1. Two (2) Point Service

A two (2) point service connects two (2) Customer designated premises, either on a directly connected basis or through a hub where multiplexing functions are preformed, or a Customer designated premise and a WATS serving office.

The applicable rate elements are:

- Channel Termination
- Channel Mileage (where applicable)
- Optional Features (where applicable)

2. Multi-Point Service

Multi-point services connect three (3) or more Customer designated premises through one (1) or more Company hubs.

The channel between hubs (i.e. bridging locations) on a multi-point service is a mid-link. There is no limitation on the number of mid-links available with multi-point service. However, when more than three (3) mid-links are provided the quality of service may be degraded.

Multi-point service utilizing a customized technical specification package will be provided when technically feasible. If the Company decides that the requested parameter specifications are not compatible, the Customer will be advised and given an opportunity to change the order. When a customized channel is ordered, the Customer will be notified whether Additional Engineering Charges apply. In such cases, the Customer will be advised and given the opportunity to change the order.

PRIVATE LINE TELEPHONE SERVICE

10.3 DESCRIPTIONS

10.3.1 Voice Grade Service

A. Basic Channel Description

A voice grade channel is a channel which provides voice frequency transmission capability in the normal frequency range of 300 to 3,000 Hz and may be terminated two (2) wire or four (4) wire.

B. Optional Features and Functions

1. Central Office Bridging Capability

Both voice and data bridging are available.

2. C-Type Conditioning

C-Type conditioning is provided for the additional control of attenuation distortion and envelope delay distortion on data services. The attenuation distortion specifications for C-Type conditioning are delineated in Technical Reference TR-TSY-0003335.

3. Improved Return Loss

On effective four (4) wire transmission at four (4) wire point of termination (applicable to each two (2) wire port), improved return loss provides for a fixed 600 ohm impedance, variable level range and simplex reversal. Company equipment is required at the Customer premise where this option is ordered.

4. Signaling Capability

Signaling capability provides for the ability to transmit signals from one (1) Customer premise to another Customer premise on the same service.

5. Selective Signaling Arrangement

An arrangement that allows code selective ringing for up to ten (10) codes on a multi-point service.

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PRIVATE LINE TELEPHONE SERVICE

10.3 DESCRIPTIONS (Cont'd)

10.3.1 Voice Grade Service (Cont'd)

B. Optional Features and Functions (Cont'd)

6. Transfer Arrangement

An arrangement that affords the Customer an additional measure of flexibility in the use of an access channel. The arrangement can be used to transfer a leg of a private line service to another channel that terminates in either the same or different Customer premise. A key activated or dial-up control is required to operate the transfer arrangement. A spare channel, if required, is not included as part of this option.

10.3.2 Digital Data Service

A. Basic Channel Description

A digital data channel is a channel for duplex four (4) wire transmission of synchronous serial data at the rate of 56 or 64 Kbps. The actual bit rate is a function of the channel interface selected by the Customer. The channel provides a synchronous service with timing provided by the Company to the Customer in the received bit stream. Digital data channels are provided as either hubbed or non-hubbed between Customer designated premises or between a Customer designated premise and a Company hub or hubs.

The Company will provide a channel capable of meeting monthly average performance equal to or greater than 99.875% error free seconds, if provided through a digital data hub, or if it is provided through a CSU equivalent which is designated, manufactured, and maintained to conform with the specifications contained in Technical Reference PUB 62310.

PRIVATE LINE TELEPHONE SERVICE

10.3 DESCRIPTIONS (Cont'd)

10.3.2 Digital Data Service (Cont'd)

B. Optional Features and Functions

1. Transfer Arrangement

An arrangement that affords the Customer an additional measure of flexibility in the use of an access channel. The arrangement can be used to transfer a leg of a private line service to another channel that terminates in either the same or a different Customer premise. A key activated or dial-up control is required to operate the transfer arrangement. A spare channel, if required, is not included as part of this option.

10.3.3 High Capacity Service

A. Basic Description

A high capacity channel is a channel for the transmission of 1.544 or 44.736 Mbps isochronous serial data. The actual bit rate is a function of the channel interfaces selected by the Customer.

The Customer may provide the Network Channel Terminating Equipment associated with the high capacity channel at the Customer's premise.

A channel with the technical specifications of HC1 will be capable of an error free performance of 98.75% over a continuous twenty-four (24) hour period as measured at the rate of 1.544 Mbps rate through a CSU equivalent which is designed, manufactured and maintained to conform with the specifications in Technical Reference PUB 62411.

B. Optional Features and Functions

1. Transfer Arrangement

An arrangement that affords the Customer an additional measure of flexibility in the use of an access channel. The arrangement can be used to transfer a leg of a private line service to another channel that terminates in either the same or a different Customer premise. A key activated or dial-up control is required to operate the transfer arrangement. A spare channel, if required, is not part of this option.

PRIVATE LINE TELEPHONE SERVICE

10.3 DESCRIPTIONS (Cont'd)

10.3.3 High Capacity Service (Cont'd)

B. Optional Features and Functions (Cont'd)

2. Central Office Multiplexing

DS3 to DS1. This is an arrangement that converts a 44.736 Mbps channel to twenty-eight (28) DS1 channels using digital time division multiplexing.

DS1 to Voice. This is an arrangement that converts a 1.544 Mbps channel to twenty-four (24) channels for use with voice grade service.

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GATEWAY TELECOM, LLC DBA STRATUSWAVE COMMUNICATIONS
EXHIBIT B
PROPOSED REPLACEMENT TARIFF

This PUCO Tariff No. 3 issued by Gateway Telecom, LLC dba StratusWave Communications cancels and replaces in its entirety PUCO Tariff No. 1 issued by Gateway Telecom, LLC dba StratusWave Communications

GATEWAY TELECOM, LLC DBA STRATUSWAVE COMMUNICATIONS

REGULATIONS AND SCHEDULE OF CHARGES

APPLYING TO

LOCAL EXCHANGE SERVICE

WITHIN THE STATE OF OHIO

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H.R. Irvin, III, President
1025 Main Street, 9th floor
Wheeling, WV 26003

CHECK SHEET

The Title Page and Pages 1 through 33 inclusive of this Tariff are effective as of the date shown at the bottom of the respective page(s). Revised pages as named below contain all changes from the original filing that are in effect on the date listed.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
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CHECK SHEET, (Cont'd)

ADDENDUM A

The Title Page and Addendum A, Page 1 inclusive of this Tariff are effective as of the date shown at the bottom of the respective page(s). Revised pages as named below contain all changes from the original filing that are in effect on the date listed.

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1	Original						

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- (C) To signify Changed Regulation
- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Rate
- (M) Moved from Another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a Rate
- (S) Matter Appearing Elsewhere or Repeated for Clarification
- (T) Change in Text But No Change to Rate or Charge

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 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).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a Tariff filing is made with the Commission an updated Check Sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of residential local telecommunications services in the State of Ohio by Gateway Telecom, LLC dba StratusWave Communications ("StratusWave" or "the Company") required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Ohio Minimum Telephone Services Standards (Ohio Administrative Code 4901:1-5)(MTSS).

The Customer may view Detariffed/Nonregulated Services not included in this Tariff on the Company's website:

www.stratuswave.com

Customer's rights, responsibilities and safeguards can be found in the Appendix to Ohio Administrative Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this Tariff and/or operations of the Company will generate an obligation of the company to provide notice of such changes in accordance with Commission Rules.

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SECTION 1 – REGULATIONS

1.1 Undertaking of the Company

1.1.1 Terms and Conditions

- 1.1.1.A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days.
- 1.1.1.B. Customers are required to enter into written service orders which shall contain or reference a specific description of the service ordered, the Tariff or other approved rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 1.1.1.C. Except as otherwise stated in the Tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 1.1.1.D. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this Tariff;
or
 - 2. the Customer is using the service in violation of the law.
- 1.1.1.E. This Tariff shall be interpreted and governed by the laws of the state of Ohio without regard for its choice of laws provision.

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SECTION 1 - REGULATIONS (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.2 Limitations on Liability

- 1.1.2.A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 1.5.
- 1.1.2.B. Except as specified in this Tariff, Company and its contractors shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages of any kind or nature arising out of or in connection with the installation, use, repair, performance or removal of the equipment, or other services in connection with the performance or failure to perform its obligations, including, but not limited to, loss of revenue or profits, regardless of the foreseeability thereof for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 1.1.2.C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 1.1.2.D. Company shall not have any liability for or be responsible for any losses, costs, expenses, claims, liabilities or damages resulting from the Customer's failure to timely comply with the requirements regarding emergency 911 service; Company shall be indemnified by Customer from any losses, costs, expenses, claims, liabilities or damages, including, but not limited to, third party claims, resulting from Customer's failure to comply with the requirements.
- 1.1.2.E. Company shall have no responsibility or liability for responding to emergency 911 or other emergency referral calls. Company will make reasonable effort to determine the nearest public safety or law enforcement authorities and then route such calls to those authorities.

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SECTION 1 - REGULATIONS (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.2 Limitations on Liability (cont'd)

1.1.2.F. The Company shall not be liable for and shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, due to:

1.1.2.F.1 Any act or omission of: (a) the Customer, (b) any other entity, other than the underlying carrier, furnishing service, equipment or facilities for use in conjunction with services provided by the Company; or (c) common carriers or warehousemen, other than the underlying carrier, except as contracted by the Company;

1.1.2.F.2. Any delay or failure of performance or equipment due to acts of God, military action, wars, insurrections, riots, or strikes;

1.1.2.F.3. Any unlawful or unauthorized use of the Company's services;

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SECTION 1 - REGULATIONS (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.2 Limitations on Liability (cont'd)

1.1.2.F. (cont'd)

- 1.1.2.F.4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided services; or by means of the combination of Company-provided facilities or services;
- 1.1.2.F.5. Changes in any of the operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as described herein.
- 1.1.2.F.6. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises by the Company or any other carrier, installation or removal thereof;
- 1.1.2.F.7. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the facilities of any other carrier;

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SECTION 1 - REGULATIONS (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.2 Limitations on Liability (cont'd)

1.1.2.F. (cont'd)

1.1.2.F.8. Failure of Customer to comply with the requirements herein;

1.1.2.F.9. Any noncompletion of calls due to network busy conditions;

1.1.2.F.10. Any calls not actually attempted to be completed during any period that service is unavailable;

1.1.2.F.11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services.

1.1.2.G. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

1.1.2.H. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

1.1.2.I. Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

1.1.2.J. Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to acts of God, military action, wars, insurrections, riots, or strikes.

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SECTION 1 - REGULATIONS (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.3 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

1.1.4 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

1.1.5 Availability of Service

- 1.1.5.A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the Tariffs of the Company.
- 1.1.5.B. The Company shall negotiate a mutually agreed to installation date based on availability of services and facilities and the Customer's requested date.

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SECTION 1 - REGULATIONS (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.6 Universal Emergency Telephone Number Service

- 1.1.6.A. This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- 1.1.6.B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 1.1.6.C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 1.1.6.D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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SECTION 1 - REGULATIONS (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.6 Universal Emergency Telephone Number Service (cont'd)

- 1.1.6.E. The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused or claimed to be caused directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others. Under the terms of this Tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its User, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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SECTION 1 - REGULATIONS (Cont'd)

1.2 Prohibited Uses

- 1.2.1. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 1.2.2. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- 1.2.3. The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 1.2.4. A Customer, joint User, or authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

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H.R. Irvin, III, President
1025 Main Street, 9th Floor
Wheeling, WV 26003

SECTION 1 - REGULATIONS (Cont'd)

1.3 Payment Arrangements

1.3.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the estimated non-recurring charges for the special construction. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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SECTION 1 - REGULATIONS (Cont'd)

1.3 Payment Arrangements (Cont'd)

1.3.2 Deposits:

- 1.3.2.A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or cannot be ascertained from general accepted credit reporting sources. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services or for the ensuing twelve months, plus 30% of the monthly estimated charge for a specified Customer.
- 1.3.2.B. A deposit may be required in addition to an advance payment.
- 1.3.2.C. If service is discontinued prior to twelve consecutive months of payment by the Customer, the Company shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company, within 45 days from the date of termination. Before the service or facility is discontinued, the Company, may at its option, return the deposit or credit to the Customer's account
- 1.3.2.D. Deposits will accrue interest at the rate specified by the PUCO and will be refunded to the Customer after twelve consecutive months of payments.

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SECTION 1 - REGULATIONS (Cont'd)

1.3 Payment Arrangements (Cont'd)

1.3.3 Denial or Termination of Service

1.3.3.A. The Company may deny or terminate any or all local service at one or more or all of the same Customer's premises for the following reasons:

1.3.3.A.1. Abandonment of the service;

1.3.3.A.2. Abuse or fraudulent use of service

1.3.3.A.3. Any other violation of the regulations of the Telephone Company; or

1.3.3.A.4. Upon objection to the continuance of service made by or on behalf of any governmental authority.

1.3.3.B. Subsequent to the completion of an order to discontinue local service, it will be re- established only upon the basis of a new service application.

1.3.3.C. In addition to termination of local service for the above reasons, the nonpayment of toll charges may result in the disconnection of toll service.

1.3.3.C.1 The Company may disconnect the toll service of a Customer who fails to pay charges for toll service provided by the Company or an IXC as pursuant to Case No. 95- 790- TP-COI.

1.3.3.C.2. Disconnection of a Customer's local exchange service or toll service for nonpayment of charges shall be made in accordance with the rules as specified in this paragraph 1.5.

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SECTION 1 - REGULATIONS (Cont'd)

1.3 Payment Arrangements (Cont'd)

1.3.3 Denial or Termination of Service (cont'd)

1.3.3.C. (cont'd)

- 1.3.3.C.1. The Telephone Company shall apportion partial payments to regulated local service charges first, then toll charges before applying payments to charges for all other services.
- 1.3.3.C.2. The Telephone Company shall respond promptly to Customer inquiries pertaining to charges for IXC toll services, either by handling the inquiry itself, or referring it to the IXC, depending on the nature of the Customer's inquiry.
- 1.3.3.C.3. When service is restored after temporary denial, the Telephone Company will make a pro rata allowance at the schedule rate for the service denied, beginning with the day following the denial. However, when the service is restored on the same day as the denial, no credit will be given.
- 1.3.3.C.4. Abuse or fraudulent use includes, but is not limited to:
 - a. the use of service or facilities of the Telephone Company for a call or calls anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another;
 - b. the use of profane or obscene language;
 - c. the impersonation of another with fraudulent intent;
 - d. the use of the service in such a manner as to interfere with the service of others or to prevent others from making or receiving calls over their telephone service;

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SECTION 1 - REGULATIONS (Cont'd)

1.3 Payment Arrangements (Cont'd)

1.3.3 Denial or Termination of Service (cont'd)

1.3.3.C. (cont'd)

1.3.3.C.4. (cont'd)

- e. the use of the service for any purpose other than as a means of communication;
- f. the use of service or facilities of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without the payment of the applicable local message charge or message toll charge; and
- g. the obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, local or message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Telephone Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or part, of the regular charge for such service.

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SECTION 1 - REGULATIONS (Cont'd)

1.4 Allowances for Interruptions in Service

1.4.1 General

- 1.4.1.A. A credit allowance will be given when service is interrupted, except as specified in Section 1.5.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- 1.4.1.B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 1.4.1.C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility, or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 1.4.1.D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 1.4.1.E. A credit allowance will be given for interruptions of 24 hours or more. For calculating credit allowances, every month is considered to have thirty (30) days.

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SECTION 1 - REGULATIONS (Cont'd)

1.4 Allowances for Interruption in Service (Cont'd)

1.4.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- 1.4.2.A. Due to the negligence of or noncompliance with the provisions of this Tariff by the Customer, Authorized User, or Joint-User;
- 1.4.2.B. Due to the negligence of any person, including but not limited to the Customer, but not including the Company, its agent, or its underlying carrier;
- 1.4.2.C. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- 1.4.2.D. Occurs as a result of military action, wars, insurrections, riots, or strikes;
- 1.4.2.E. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- 1.4.2.F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.

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SECTION 1 - REGULATIONS (Cont'd)

1.5 Cancellation of Service/Termination Liability

1.5.1 Cancellation of Service

If a Customer cancels a service order or terminates services before the completion of the term for any reason (i) other than a service interruption (as defined in Section 2.5) or (ii) where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.4.

1.5.2 Termination Liability

1.5.2.A. Customer's termination liability for cancellation of service shall be equal to:

1.5.2.A.1. All unpaid non-recurring charges for costs reasonably expended by the Company to establish service to the Customer that are subject to deferred payment arrangements, plus;

1.5.2.A.2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;

1.5.2.A.3. The difference between the total actual monthly recurring charges to Customer for the Service during the entire time the Service was provided to Customer and the total monthly recurring charges which Customer would have paid or which Customer would have been required to pay if the Service had been based on a month to month term using the Company's most recent tariffed prices at the time of cancellation.

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SECTION 1 - REGULATIONS (Cont'd)

1.5 Cancellation of Service/Termination Liability (Cont'd)

1.5.2 Termination Liability (cont'd)

- 1.5.2.B. Either party shall have the right to cancel services without liability if Company is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by order of the Commission, the Federal Communications Commissions, or highest court of competent jurisdiction to which the matter is appealed, or other local, state or federal government authority.

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SECTION 1 - REGULATIONS (Cont'd)

1.6 Notices and Communications

- 1.6.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 1.6.2 The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 1.6.3 All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 1.6.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice sent forth herein.

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SECTION 1 - REGULATIONS (Cont'd)

1.7 Universal Emergency Number Service 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" dialing to its Customers for simplified emergency access police, fire and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those Customers who have been requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit or creating any Company obligation, either express or implied, toward any third person or legal entity other than the Customer. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff by statute.

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SECTION 2 - SERVICE DESCRIPTIONS

2.1 Local Exchange Service: The Company's Local Telephone Service provides a Customer with the ability to:

- Place or receive calls to any calling Station in the Customer's local calling area, as defined herein;
- Access enhanced Universal Emergency Number 911 Service where available;
- Access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- Access Operator Services;
- Access Directory Assistance;
- Place or receive calls to 800/888 telephone numbers;
- Access Telecommunications Relay Service.

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SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)

2.2 Local Calling Scope

<u>Exchange Area</u>	<u>Exchange Areas in Local Calling Area</u>
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Company concurs in the local calling scopes as defined in the ILEC Local Exchange Tariffs of AT&T Communications, Embarq and Verizon North, Inc. where approved interconnection agreements exists.

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SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)

2.2. Local Calling Scope (Cont'd)

Exchange Area

Exchange Areas in Local Calling Area

RESERVED FOR FUTURE USE

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H.R. Irvin, III, President
1025 Main Street, 9th Floor
Wheeling, WV 26003

SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)**2.3 Service Rates and Charges****2.3.1 Residential Local Exchange Service**

A Residential Local Exchange Service Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified herein.

A)	Non-Recurring Charges	<u>Maximum Rate</u>
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Connection of new or additional Central Office lines, per service order	Initial Order	\$ 75.00
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Moves or changes in existing service and equipment or addition of new or additional service and equipment other than central office lines, per service order	\$ 75.00
---	----------

Presubscription Change (all switched network access) #

- | | | |
|---|------------|---------|
| • | Manual | \$ 5.50 |
| • | Electronic | \$ 1.25 |

One-half of the intraLATA PIC change charge will be waived when performed simultaneously with an interLATA PIC change.

B)	Monthly Recurring Charges	<u>Maximum Rate</u>
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1.)	Monthly Recurring Flat Rate	\$ 65.00
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2.)	911 Fee	\$ 1.00
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3.)	End User Access Line Charge	\$ 7.50
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C)	Return Check Charge, per occurrence	\$ 45.00
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SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)

2.3 Service Rates and Charges (Cont'd)

2.3.2 Individual Case Basis (ICB) Arrangements

General Description: Specialized Service or Arrangements are those, which are not offered under other sections of this Tariff. Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer. The facilities utilized to provide these services are of a type normally used by the Telephone Company in furnishing its other services and shall be comparable with other Telephone Company services, and its engineering and maintenance practices. The requested service or arrangement is subject to the availability of the necessary Telephone Company personnel and capital resources.

Rate Regulations: Rates quoted in response to requests may be different than those specified for such services in this Tariff. The Customer has one hundred and eighty (180) days after receiving the ICB rates to order the service requested at the quoted rates. ICB arrangements will be reduced to writing in a contract filed with and approved by the Commission.

Temporary Promotional Programs: The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

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SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)

2.3 Service Rates and Charges (Cont'd)

2.3.3 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular Tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's Tariff as an addendum to the Carrier's price lists. All promotions are offered on a non-discriminatory basis.

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SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)

2.4 Exchange Area Service

2.4.1. Exchange Area Boundaries and Maps

The administration of exchange area boundaries shall be in accordance with Exhibit A, Boundaries, associated with Rule 4901;1-3-06 of the Code of Rules and Regulations of The Public Utilities Commission of Ohio, in which the Telephone Company concurs.

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ADDENDUM A

EFFECTIVE PRICE LIST

APPLYING TO

LOCAL EXCHANGE SERVICE

WITHIN THE STATE OF OHIO

Issued: June 30, 2008

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H.R. Irvin, III, President
1025 Main Street, 9th Floor
Wheeling, WV 26003

EFFECTIVE PRICE LIST**1. Local Exchange Service**

A)	Non-Recurring Charges	<u>Residence</u>
	Connection of new or additional Central Office lines, per service order	\$ 25.50
	Moves or changes in existing service and equipment or addition of new or additional service and equipment other than central office lines, per service order	\$ 9.30
	Presubscription Change (all switched network access) #	
	• Manual	\$ 5.50
	• Electronic	\$ 1.25
	# One-half of the intraLATA PIC change charge will be waived when performed simultaneously with an interLATA PIC change.	
B)	Monthly Recurring Charges	<u>Residence</u>
	1.) Monthly Recurring Flat Rate	\$ 41.86
	2.) 911 Fee	\$ 0.32
	3.) End User Access Line Charge	\$ 3.50
D)	Return Check Charge, per occurrence	\$ 15.00

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GATEWAY TELECOM, LLC DBA STRATUSWAVE COMMUNICATIONS
EXHIBIT C
SUMMARY OF CHANGES

PUCO No. 3 replaces PUCO No. 1 in its entirety. The following pages have been deleted in PUCO No. 1 and are being posted on the Company's website www.stratuswave.com

<u>Section</u>	<u>Pages affected</u>	<u>Changes</u>
1 <u>Table of Contents and General Index</u>	1-13	deleted
3 <u>Definitions</u>	1-24	deleted
4 <u>General Rules and Regulations</u>	1-28	deleted and replaced with Section 1 Regulations
5 <u>Services Charges</u>	1-7	deleted and replaced with Section 2 Service Descriptions
6 <u>Local Exchange Service</u>	1-4	deleted and replaced with Section 2 Service Descriptions
7 <u>Directory Publications and Use</u>	1-7	deleted
8 <u>Miscellaneous Service Arrangements</u>	1-9	deleted
9 <u>Customer Provided Equipment and Facilities</u>	1-8	deleted
10 <u>Private Line Telephone Services</u>	1-7	deleted
Price List	deleted Business related Local Exchange Services deleted Service Ordering Charge deleted Customer Premise Charge deleted Toll Restriction Service deleted Terminations Charges deleted Restoration of Service Charge deleted Direct Inward Dial Trunks deleted Hunting deleted Verification Service/Emergency Interrupt Service deleted Directory Listings deleted Local Directory Assistance Charges deleted Local Operator Service Charges deleted Call Management Services	

GATEWAY TELECOM, LLC DBA STRATUSWAVE COMMUNICATIONS
EXHIBIT D
EXPLANATION OF COMPLIANCE WITH RULE 4901:1-6-05(G)(3)
REGARDING DISCLOSURE OF RATES, TERMS AND CONDITIONS FOR DETARIFFED SERVICES

Web Address, and Company physical address where Customers may obtain copies of the materials and publications in compliance with Rules 4901:1-6-05(G)(4) and 4901:1-6-05(G)(3).

Rates, terms and conditions for Gateway Telecom, LLC dba StratusWave Communications can be located on the company's website www.stratuswave.com. Copies may also be obtained at the company's main office at 1025 Main Street, 9th Floor, Wheeling, WV 26003.

GATEWAY TELECOM, LLC DBA STRATUSWAVE COMMUNICATIONS
EXHIBIT E AND F
CUSTOMER NOTICE AND AFFIDAVIT

Copy of the Customer Notice of detariffing and related changes (4901:1-06-16(B) to include where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).

Company has no existing customers and has not yet launched telecommunications service in Ohio.



BROADBAND INTERNET, VOICE, DATA, AND MULTIMEDIA

CUSTOMER NOTICE AFFIDAVIT

STATE OF WEST VIRGINIA
COUNTY OF OHIO

AFFIDAVIT

I, Libby Reasbeck, Manager, am an authorized agent of the applicant corporation, Gateway Telecom, LLC dba StratusWave Communications and am authorized to make this statement on its behalf. I attest that the Customer Notice required as part of the Detariffing Order was not sent because as of this date applicant corporation does not have any business or residential customers in service in the state of Ohio. I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 27, 2008 Wheeling, WV
(Date) (Location)

/s/ Libby Reasbeck, Manager June 27, 2008
(Name and Title) (Date)

Subscribed and sworn to before me this June 27, 2008
(Date)

Rhonda Coleman
Notary Public

My Commission Expires: Dec. 30, 2015



This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/27/2008 8:32:50 PM

in

Case No(s). 08-0790-TP-ATA

Summary: Tariff In the matter of the application of Gateway Telecom, LLC dba StratusWave Communications to detariff certain Tier 2 services and make other changes related to the implementation of Case No. 06-1345-TP-ORD electronically filed by Mrs. Terri K Firestein on behalf of Gateway Telecom, LLC