



October 18, 2011

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

RE: Gateway Telecom, LLC d/b/a StratusWave Communications Detariffing of  
P.U.C.O. Tariff No. 2 Intrastate Message Toll Services and P.U.C.O. Tariff No. 3  
Local Exchange Tariff Docket No. 11-5476-TP-ATA

Dear Ms. Jenkins:

Please find attached the following material per the Public Utilities Commission of Ohio  
Detariffing Implementation Order Case No. 10-1010-TP-ORD:

1. Detariffing and Related Actions Form. It should be noted StratusWave does not currently have any toll or local customers in Ohio.
2. Exhibit A - the existing P.U.C.O. Tariff No. 2 Intrastate Message Toll Services and the existing P.U.C.O. Tariff No. 3 Local Exchange Tariff. It should be noted StratusWave does not currently have any toll or local customers in Ohio.
3. Exhibit B - Telecommunications Retail Service Offering Form for Non-BLES Carriers submitted in order to detariff, in its entirety, the P.U.C.O. Tariff No 2 Intrastate Message Toll Services Tariff and Amended P.U.C.O. Tariff No. 3 Basic Local Exchange Tariff.
4. Exhibit C – Narrative summarizing all changes proposed in the P.U.C.O. Tariff No. 2 and Tariff No. 3.
5. Exhibit D – Customer Notice consistent with Rule 4901:1-06-07 is not attached as Gateway Telecom, LLC d/b/a StratusWave Communications does not currently have any customers.

6. Exhibit E – Affidavit of Customer Notice is not attached as Gateway Telecom, LLC d/b/a StratusWave Communications does not currently have any customers.

Questions regarding this filing may be directed to my attention at 301-842-1437 or via e-mail at [tfireccg@myactv.net](mailto:tfireccg@myactv.net).

Sincerely,

*Terri K. Firestein*

Terri Firestein  
Consultant to  
Gateway Telecom, LLC d/b/a  
StratusWave Communications

10806 Garrison Hollow Road, Clear Spring, Maryland 21722 • 301-842-1437

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for**  
**DETARIFFING AND RELATED ACTIONS**

**Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD**  
**(Effective: 01/20/2011 through 05/20/2011)**

In the Matter of the Application of Gateway Telecom, LLC )  
d/b/a StratusWave Communications )  
to Detariff Services and make other changes related to the )  
Implementation of Case No. 10-1010-TP-ORD )

TRF Docket No. 90-\_\_\_\_\_

Case No. 11 - 5476 - **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, Wheeling, WV 26003  
Company Web Address www.stratuswave.com  
Regulatory Contact Person(s) Terri K. Firestein  
Regulatory Contact Person's Email Address 10806 Garrison Hollow Rd, Clear Spring, MD 21722  
Contact Person for Annual Report John Reasbeck  
Address (if different from above) 1025 Main Street, Wheeling, WV 26003  
Consumer Contact Information John Reasbeck  
Address (if different from above) \_\_\_\_\_

Phone 301-842-1437

Fax None

Phone 304-233-5343

Phone 304-233-5343

**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.*

<b>Carrier Type</b>	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services	<input type="checkbox"/>	X	<input type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	X	<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	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input type="checkbox"/>	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07 <b>Company has no customers currently in Ohio</b>
<input type="checkbox"/>	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers. <b>Company has no customers currently in Ohio</b>

### Part III. – Attestation

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

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#### AFFIDAVIT

##### *Compliance with Commission Rules*

I am an officer/agent of the applicant corporation, Terri K. Firestein, and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, 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) October 18, 2011 at (Location) Clear Spring, Maryland

\*(Signature and Title) Terri K. Firestein, Sr. Director (Date) 10-18-11

- *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.*

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#### 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) Terri K. Firestein, Sr. Director

(Date) 10-18-11

.....  
\*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***

INTRASTATE MESSAGE TOLL SERVICES TARIFF

GATEWAY TELECOM, LLC  
d/b/a StratusWave Communications

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO MESSAGE TOLL SERVICE  
WITHIN THE STATE OF OHIO

EXECUTIVE OVERVIEW

Pursuant to this Tariff, Gateway Telecom, LLC, d/b/a StratusWave Communications offers rates and terms for IntraLATA and InterLATA toll services. Customers will have the option to combine their toll service with local calling as set out in Gateway Telecom, LLC, d/b/a StratusWave Communications' Local Exchange Services Tariff, P.U.C.O. No.1.

In addition to the generally available rates and charges, Gateway Telecom, LLC, d/b/a StratusWave Communications will offer Customer Specific Pricing plans on a contractual basis to interested Customers on a case by case basis.

PRINCIPLE OFFICE

Gateway Telecom, LLC, d/b/a StratusWave Communications' principle office is located at 1025 Main Street, Mull Center, Suite 903 Wheeling, WV 26003. This Tariff on file with the Public Utilities Commission of Ohio and is available for inspection at the Company's principle place of business during regular business hours.

Issued:

Effective:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated: In Case No. 90-9116 TP-TRF

Issued by: H.R. Irvin, III, CEO  
StratusWave Communications.  
1025 Main Street, Suite 903  
Wheeling, WV 26003

INTRASTATE MESSAGE TOLL SERVICES TARIFF

**CHECK SHEET**

Current pages in this Tariff are effective as of the dates shown at the bottom of the respective sheets. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Page	Revision	Page	Revision	Page	Revision
1	Original				
2	Original				
3	Original				
4	Original				
5	Original				
6	Original				
7	Original				
8	Original				
9	Original				
10	Original				
11	Original				
12	Original				
13	Original				
14	Original				
15	Original				
16	Original				
17	Original				
18	Original				
19	Original				

**Price List**

Page	Revision
20	Original

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INTRASTATE MESSAGE TOLL SERVICES TARIFF

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INTRASTATE MESSAGE TOLL SERVICES TARIFF

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PAGE NUMBERING

Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 4 and 5 would be numbered 4.1.

EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- {C) - To signify changed regulation
- (I) - To signify increased rate
- (M) - To signify matter relocated without change
- (N)- To signify new rate or regulation
- (R) - To signify a rate reduction
- (T)- To signify a change in text but no change in rate or regulation

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INTRASTATE MESSAGE TOLL SERVICES TARIFF

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**SECTION 1 -TECHNICAL TERMS AND ABBREVIATIONS**

Access Code

A sequence of numbers that, when dialed, connect the caller to the provider of operator services associated with that sequence.

Aggregator

Any person that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for Intrastate telephone calls using a provider of operator services.

Authorization Code

A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify the origin of the user or individual users or groups of users on one account so that the Company may rate and bill the call.

Calling Card

A billing arrangement by which a call may be charged to a valid Telephone Company issued card number.

Commission

The Public Utilities Commission of Ohio

Company

Gateway Telecom LLC d/b/a StratusWave Communications unless otherwise indicated.

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INTRASTATE:MESSAGE TOLL SERVICES TARIFF

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (cont'd.)**

Customer

Any individual, partnership, association, trust, corporation, cooperative, governmental agency or other entity utilizing the Services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Tariff.

Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

Message Toll Service

The term Message Toll Service denotes the furnishing of station-to-station direct dial Intrastate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence to domestic points as specified herein.

Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

End User

The person, firm, corporation or other entity that uses the services of the Company and is responsible for compliance with applicable regulations of the Company's Tariff.

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IN1RASTATE MESSAGE TOLL SERVICES TARIFF

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd.)**

Local Exchange Carrier (LEC)

A Telephone Company that furnishes local exchange services.

Measured Usage Charge or Measured Charge

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities.

Service

The offerings provided by the Company to the Customer under this Tariff.

Subscriber

An Aggregator that selects the Company as the presubscribed provider of operator services for one or more locations within that Aggregator's control.

V & H Coordinates

Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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INTRASTATE MESSAGE TOLL SERVICES TARIFF

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**SECTION 2- RULES AND REGULATIONS**

2.1 Undertaking of the Company

2.1.1 The Company's services are furnished for communications originating at business and residential locations and within the State of Ohio. The terms of this Tariff apply to the Company's intrastate calls. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days a week. The Company does not undertake to transmit communications messages, but rather furnishes facilities, service and equipment for such transmissions by the end user.

2.2 Limitations

2.1.2. The Service provided pursuant to this Tariff is offered subject to the availability of facilities and the other provisions of this Tariff.

2.1.2. The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.

2.1.2. The Company retains the right to deny Service to any Customer failing to comply with the rules and regulations of this Tariff, or other applicable rules, regulations or laws.

2.3 Promotional Offerings

2.3.1 The Company may, from time to time, offer service at reduced rates and/or charges or at a rate or charge for promotional, market research, training or experimental purposes. Promotional offerings may be limited to their duration, the dates and times of the offerings, the Customers eligible to receive the offerings and the locations within the Company's service territory where the offerings are made.

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INTRASTATE MESSAGE TOLL SERVICES TARIFF

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**SECTION 2- RULES AND REGULATIONS (cont'd.)**

2.4 Liabilities of the Company

- 2.4.1 Except as stated in this Section 2.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff.
- 2.4.2 The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Tariff applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.
- 2.4.3 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
- 2.4.4 The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer Provided Equipment, facilities or services.

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Wheeling, WV 26003

INTRASTATE MESSAGE TOLL SERVICES TARIFF

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**SECTION 2- RULES AND REGULATIONS(cont'd.)**

2.5 Deposits

2.5.1 Deposits and Advance Payments

- A. 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.
- B. The Company will comply with the Customer Deposit requirements as found in the Commission's Minimum Telephone Service Standards at 4901:1-5-15.

2.5.2 Information Provided With Deposits

- A. 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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INTRASTATE MESSAGE TOLL SERVICES TARIFF

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**SECTION 2- RULES AND REGULATIONS (cont'd.)**

2.5 Deposits, (cont'd.)

2.5.3 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.

2.5.4 Refund of Deposit

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 finished. 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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Issued by: H.R. Irvin, III, CEO  
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1025 Main Street, Suite 903  
Wheeling, WV 26003

INTRASTATE MESSAGE TOLL SERVICES TARIFF

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**SECTION 2- RULES AND REGULATIONS (cont'd.)**

2.6. Taxes

- 2.6.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.7 Payment for Service

- 2.7.1 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an authorized End User of the Customer of the Company. All charges due by the Customer are payable to the Company or the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the Public Utilities Commission of Ohio. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicated that such changes are appropriate.
- 2.7.2 The Company will comply with the billing requirements as found in the Commission's Minimum Telephone Service Standards at Rule 490I :1-5-16.

2.8 Cancellation by Customer or Subscriber

- 2.8.1 A Customer or Subscriber may cancel service at any time by calling or writing to the Company. The Company may require reasonable proof of Customer or Subscriber's identity prior to canceling service.

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INTRASTATE MESSAGE TOLL SERVICES TARIFF

**SECTION 2- RULES AND REGULATIONS**

2.9 Interconnection

2.9.1 Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Subscriber is responsible for all charges billed by other carriers for use in connection with the Company's Service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Subscriber.

2.10 Refusal or Discontinuance by Company

2.10.1 The Company may refuse or discontinue service with proper notice to the Customer or Subscriber for any of the following reasons:

- a. For failure of the Customer to pay a bill for service when it is due.
- b. For failure of the Customer to make proper application for service.
- c. For Customer's or Subscriber's violation of any of the Company's rules on file with the Commission.
- d. For failure of the Subscriber to provide the Company reasonable access to its equipment and property.
- e. For Subscriber's breach of the contract for service between the Company and the Subscriber.
- f. For a failure of the Subscriber to furnish such service, equipment, and/or rights-of-way necessary to serve said Subscriber as shall have been specified by the Company as a condition of obtaining service.

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INTRASTATE MESSAGE TOLL SERVICES TARIFF

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**SECTION 2- RULES AND REGULATIONS, (cont'd.)**

2.10 Refusal or Discontinuance by Company (cont'd.)

2.10.1 (cont'd.)

- g. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- h. For nonpayment of service in the event of fraudulent use of the service.
- i. The Company will comply with disconnection requirements as found in Case No. 95-790-TP-COI and the Commission's Minimum Service Standards at Rule 4901:1-5-19.

2.11 Interruption of Service

- 2.11.1 Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer or Subscriber, or to the failure of channels, equipment or communications systems provided by the Subscriber or Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer or Subscriber to notify Company immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, Customer and Subscriber shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Subscriber and connected to Company's terminal.
- 2.11.2 The Company will comply with the service interruptions requirements as found in Case No. 95-790-TP-COI and the Commission's Minimum Telephone Service Standards at 4901:1-5-25.

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INTRASTATE MESSAGE TOLL SERVICES TARIFF

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**SECTION 2- RULES AND REGULATIONS, (cont'd.)**

2.12 Credit Allowances

2.12.1 If an interruption of service qualifies for a credit, the credit allowance will be limited to the initial minimum period call charges for re-establishing the call.

2.13 Returned Check

2.13.1 The Company reserves the right to assess a return check charge of up to \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

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## INTRASTATE MESSAGE TOLL SERVICES TARIFF

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### SECTION 3- DESCRIPTION OF SERVICE

#### 3.1 General

- 3.1.1 Service is offered to residential or business Customers. Presubscribed service is available from equal access originating end offices only.

#### 3.2 Timing of Calls

- 3.2.1 Unless otherwise indicated in this Tariff, following the initial sixty (60) seconds, calls are timed in six (6) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer. **If** charged in error, the Customer will be credited. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.
- 3.2.2 The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," i.e., upon the seizure of an inbound trunk.
- 3.2.3 The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.
- 3.2.4 There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls in progress longer than sixty (60) seconds will be presumed answered.
- 3.2.5 Domestic Message Telecommunications Service rates are quoted in terms of initial and additional increments. The initial increment is the first sixty (60) seconds after connection is made. The additional increments are six (6) seconds each or any fraction thereof after the initial minute.
- 3.2.6 The time of day at the calling party rate center determines what Time-of-Day rate period applies.

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INTRASTATE MESSAGE TOLL SERVICES TARIFF

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**SECTION 3- DESCRIPTION OF SERVICE (cont'd.)**

3.3 Computation of Distance

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

3.3.2 Airline mileage is obtained by using the "V" and "H" coordinates assigned to each point To determine the airline distance between any two cities, the airline mileage is determined as follows:

- |        |  |
|--------|--|
| Step 1 | Obtain the "V" and "H" coordinates for each city.  |
| Step2  | Obtain the difference between the "V" coordinates of each of the cities.<br>Obtain the difference between the "H" coordinates.                                       |
| Step3  | Square each difference obtained in step 2, above.  |
| Step4  | Add the square of the "V" difference and the "H" difference obtained in step 3, above.   |
| Step 5 | Divide the number obtained in step 4 by 10. Round to the next higher whole number if any fraction is obtained.   |
| Step 6 | Obtain the square root of the whole number obtained in step 5 above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage. |

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j 
$$\text{Formula: } \frac{CV1 - V1^2 + H1^2 - H1}{10}$$

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Issued:

Effective:

Issued under authority of the Public Utilities Commission of Ohio,

Dated: In Case No. 90-9116 TP-TRF

Issued by: H.R. Irvin, III, CEO  
StratusWave Communications.  
1025 Main Street, Suite 903  
Wheeling, WV 26003

INTRASTATE MESSAGE TOLL SERVICES TARIFF

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SECTION 3- DESCRIPTION OF SERVICE (cont'd.)

3.4 Dialed Domestic Message Telecommunications Services

- 3.4.1 Dialed Domestic Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing Intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-:XXXX" code with Customer security code.
- 3.4.2 Depending upon the service option chosen by the Customer, the charges for the use of such domestic Intrastate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.
- 3.4.3 All Customers shall be charged the rates identified in Section 4. for Business Customers.

3.5 Calling Card Service

- 3.5.1 Calling Card Service permits Customers which have arranged for a Company-issued calling card to make calling card calls throughout the domestic United States through the use of a specific "1-800" telephone number provided by the Company. See Section 4, herein for rates.

3.6 Operator Service

- 3.6.1 Operator Assisted calls consist of Collect Calls, Third Party Calls, Calling Card Calls, Room Charge Calls and Person to Person Calls. These calls shall be billed based on a measured usage charge element dependent on duration, distance and time of day and a fixed surcharge element which is dependent on the type of billing selected. See Section 4, herein for rates.

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INTRASTATE MESSAGE TOLL SERVICES TARIFF

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**SECTION 4-RATES AND CHARGES**

4.1 General

4.1.1 Each Customer is charged individually for each call placed through the Company. Long Distance Charges are based on the duration of each call.

4.2 Time of Day Rates (if applicable)

4.2.1 Daytime Rate Period-8:00a.m to 5:00p.m.\*  
Evening Rate Period-5:00p.m. to 11:00 p.m.\*  
Night/Weekend Rate Period - 11:00 p.m. to 8:00 a.m. each weekday and Saturday 8:00 a.m. to Sunday 5:00p.m.\*

\*to, but not including

4.3 Returned Check Charge

4.3.1 Customer payments by check returned for insufficient funds, or otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed.

Per Occurrence \$25.00

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INTRASTATE MESSAGE TOLL SERVICES TARIFF

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**SECTION 4- RATES AND CHARGES**

4.4 Basic Long Distance Rate for Business and Residence, 7 days a week, 24 hours per day

\$ 0.06 per minute  
\$ 4.75 Flat Recurring Monthly Rate

4.5 Calling Card Service

4.5.1 Availability of Service

A. The Company issues the StratusWave Calling Card and also allows Customers to utilize Calling Cards of other carriers.

B. StratusWave Calling Card

Calling Card Calls completed with the StratusWave Calling Cards are available at the rates specified below.

Per Minute Rate	\$0.25
Per Use Surcharge	\$0.50

C. Toll Free Numbers - \$ 0.10 per minute  
\$ 5.00 Flat Recurring Monthly Rate per 8XX Number.

4.6 Operator Service Charges

- |    |                      |                  |
|----|----------------------|------------------|
| 1. | Directory Assistance | \$ 0.75 per call |
| 2. | Operator Assisted    | \$ 2.00 per call |
| 3. | Person to Person     | \$ 4.00 per call |

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INTRASTATE MESSAGE TOLL SERVICES TARIFF

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**SECTION 5- PRICE LIST**

- 5.1 Basic Long Distance Rate for Business and Residence, 7 days a week, 24 hours per day
- \$ 0.06 per minute  
\$ 4.75 Flat Recurring Monthly Rate
- 5.2 StratusWave Calling Card
- |                   |        |
|-------------------|--------|
| Per Minute Rate   | \$0.25 |
| Per Use Surcharge | \$0.50 |
- 5.3 Toll Free Numbers -
- \$ 0.10 per minute
- \$ 5.00 Flat Recurring Monthly Rate per 8XX Number.
- 5.4 Operator Service Charges
- |                         |                  |
|-------------------------|------------------|
| 1. Directory Assistance | \$ 0.75 per call |
| 2. Operator Assisted    | \$ 2.00 per call |
| 3. Person to Person     | \$ 4.00 per call |

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Dated: In Case No. 90-9116 TP-TRF

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StratusWave Communications.  
1025 Main Street, Suite 903  
Wheeling, WV 26003

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**

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

Issued: June 30, 2008

Effective: July 1, 2008

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

**CHECK SHEET**

The Title Page and Pages 1 through 43 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>
Title Page	Original						
1	Original	31	Original				
2	Original	32	Original				
3	Original	33	Original				
4	Original	34	Original				
5	Original	35	Original				
6	Original	36	Original				
7	Original	37	Original				
8	Original	38	Original				
9	Original	39	Original				
10	Original	40	Original				
11	Original	41	Original				
12	Original	42	Original				
13	Original	43	Original				
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29	Original						
30	Original						

Issued: June 30, 2008

Effective: July 1, 2008

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Wheeling, WV 26003

**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.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title Page	Original						
1	Original						

Issued: June 30, 2008

Effective: July 1, 2008

H.R. Irvin, III, President  
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Wheeling, WV 26003

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Issued: June 30, 2008

Effective: July 1, 2008

H.R. Irvin, III, President  
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Wheeling, WV 26003

### **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

Issued: June 30, 2008

Effective: July 1, 2008

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Wheeling, WV 26003

### **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.

Issued: June 30, 2008

Effective: July 1, 2008

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1025 Main Street, 9<sup>th</sup> Floor  
Wheeling, WV 26003

## **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](http://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.

Issued: June 30, 2008

Effective: July 1, 2008

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



## **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.

Issued: June 30, 2008

Effective: July 1, 2008

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

## **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.

Issued: June 30, 2008

Effective: July 1, 2008

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1025 Main Street, 9<sup>th</sup> Floor  
Wheeling, WV 26003

**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;

Issued: June 30, 2008

Effective: July 1, 2008

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1025 Main Street, 9<sup>th</sup> Floor  
Wheeling, WV 26003

## **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;

Issued: June 30, 2008

Effective: July 1, 2008

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1025 Main Street, 9<sup>th</sup> Floor  
Wheeling, WV 26003

## **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.

Issued: June 30, 2008

Effective: July 1, 2008

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

## **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.

Issued: June 30, 2008

Effective: July 1, 2008

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

## **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.

Issued: June 30, 2008

Effective: July 1, 2008

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

## **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.

Issued: June 30, 2008

Effective: July 1, 2008

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



## **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.

Issued: June 30, 2008

Effective: July 1, 2008

H.R. Irvin, III, President  
1025 Main Street, 9<sup>th</sup> 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.

Issued: June 30, 2008

Effective: July 1, 2008

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1025 Main Street, 9<sup>th</sup> Floor  
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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. Cash deposits will not exceed two hundred thirty per cent of the estimated average monthly bill for the individual Customer's regulated services for the ensuing twelve months.
- 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.

Issued: June 30, 2008

Effective: July 1, 2008

H.R. Irvin, III, President  
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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, upon Notice;
  - 1.3.3.A.2. Abuse or fraudulent use of service, upon Notice
  - 1.3.3.A.3. Any other violation of the regulations of the Telephone Company, upon Notice; or
  - 1.3.3.A.4. Upon objection to the continuance of service made by or on behalf of any governmental authority, upon Notice.
- 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.

Issued: June 30, 2008

Effective: July 1, 2008

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

## **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;

Issued: June 30, 2008

Effective: July 1, 2008

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1025 Main Street, 9<sup>th</sup> Floor  
Wheeling, WV 26003

**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.

Issued: June 30, 2008

Effective: July 1, 2008

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

**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.

Issued: June 30, 2008

Effective: July 1, 2008

H.R. Irvin, III, President  
1025 Main Street, 9<sup>th</sup> Floor  
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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.

Issued: June 30, 2008

Effective: July 1, 2008

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Wheeling, WV 26003



## **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.

Issued: June 30, 2008

Effective: July 1, 2008

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

**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.

Issued: June 30, 2008

Effective: July 1, 2008

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1025 Main Street, 9<sup>th</sup> Floor  
Wheeling, WV 26003

**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.

Issued: June 30, 2008

Effective: July 1, 2008

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1025 Main Street, 9<sup>th</sup> Floor  
Wheeling, WV 26003

## **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.

Issued: June 30, 2008

Effective: July 1, 2008

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

## **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.

Issued: June 30, 2008

Effective: July 1, 2008

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

**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.

Issued: June 30, 2008

Effective: July 1, 2008

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

**SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)**

**2.2. Local Calling Scope** (Cont'd)

<u>Exchange Area</u>	<u>Exchange Areas in Local Calling Area</u>
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Issued: June 30, 2008

Effective: July 1, 2008

H.R. Irvin, III, President  
1025 Main Street, 9<sup>th</sup> 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>
Connection of new or additional Central Office lines, per service order	Initial Order	\$ 75.00
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>
1.) Monthly Recurring Flat Rate		\$ 65.00
2.) End User Access Line Charge		\$ 7.50
C) Return Check Charge, per occurrence		\$ 45.00

Issued: June 30, 2008

Effective: July 1, 2008

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



## **SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)**

### **2.3 Service Rates and Charges (Cont'd)**

#### **2.3.2 Temporary Promotional Programs**

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.

Issued: June 30, 2008

Effective: July 1, 2008

H.R. Irvin, III, President  
1025 Main Street, 9<sup>th</sup> Floor  
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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.

Issued: June 30, 2008

Effective: July 1, 2008

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

**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 the Code of Rules and Regulations of The Public Utilities Commission of Ohio, in which the Telephone Company concurs.

Issued: June 30, 2008

Effective: July 1, 2008

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Wheeling, WV 26003

### **SECTION 3 - 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.

#### **ANONYMOUS CALL REJECTION**

Call management feature that is an arrangement that allows a called party to reject calls from parties that have per line Number/Name Display Prevention.

#### **APPLICANT**

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

#### **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

#### **BUSY REDIAL**

Call management feature that allows the subscriber to continue dialing a number where the line is busy or there is no answer. Busy Redial is also available on a per use basis.

#### **CALL**

An attempted communication, whether completed or not.

#### **CALL FORWARD BUSY LINE**

Call management feature that allows calls to be transferred automatically to a pre-designated telephone number when the line is busy.

#### **CALL FORWARD DON'T ANSWER**

Call management feature that allows calls to be transferred automatically to a pre-designated telephone number when the line is unanswered.

#### **CALLING AREA**

See "Local Service Area."

#### **CALLING NAME AND NUMBER DELIVERY (Caller ID Deluxe)**

Call management feature that enables the subscriber to receive the name of the caller, the time, the date and calling number on an incoming call. The name and number will be delivered to the called party's customer premise equipment in the interval between the first and second ring.

#### **CALLING NUMBER DELIVERY (Caller ID Basic)**

Call management feature that enables the subscriber to receive the time, the date and calling number on an incoming call. The number will be delivered to the called party's customer premise equipment in the interval between the first and second ring.

Issued: June 30, 2008

Effective: July 1, 2008

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1025 Main Street, 9<sup>th</sup> Floor  
Wheeling, WV 26003

### **SECTION 3 - DEFINITIONS OF TERMS (Cont'd)**

#### **CALLING NUMBER DELIVERY BLOCKING (Caller Block)**

Call management feature that enables the subscriber 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.

#### **CALL INTERCEPT**

Call management feature that when activated by a subscriber to Caller ID, Call Intercept routes all incoming calls marked "private", "anonymous", "unavailable", "unknown caller", or "out of area" to an announcement. The announcement informs the calling party that the person he or she is trying to reach will not accept the call as long as the calling number, or other information identifying the caller, is not delivered.

#### **CALL RETURN**

Call management feature that enables a subscriber 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.

#### **CALL WAITING**

Call management feature that enables a subscriber to receive a burst of tone to inform a station user with a call already in progress that another call is waiting to be answered.

#### **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.

#### **CLASS OF SERVICE**

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

#### **COMMISSION**

Ohio Public Utility Commission

Issued: June 30, 2008

Effective: July 1, 2008

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

### **SECTION 3 - DEFINITIONS OF TERMS (Cont'd)**

#### **COMPANY**

Gateway Telecom, LLC

#### **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).

#### **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 ORIGINATED TRACE (Call Tracing)**

Call management feature that enables a subscriber to initiate a trace of the last incoming call. The results of the trace may not be provided directly to the subscriber initiating the trace.

#### **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 TRACING**

Call management feature enabling a subscriber with Call Trace to trace the last call received. The result of the call trace is automatically sent to the Telephone company for subsequent furnishing to legally constituted law enforcement agencies or authorities upon proper request by them. The call trace result is not available to the customer.

#### **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.

Issued: June 30, 2008

Effective: July 1, 2008

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Wheeling, WV 26003

### **SECTION 3 - DEFINITIONS OF TERMS (Cont'd)**

#### **DEMARCATION 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.

#### **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.

#### **DISTINCTIVE RING**

Call management feature that allows one or two additional telephone numbers with a distinctive ring to be added to the existing line.

#### **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.

#### **E911 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.

### **SECTION 3 - DEFINITIONS OF TERMS (Cont'd)**

#### **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.

#### **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.

#### **FLAT RATE SERVICE**

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

#### **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.

#### **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.

#### **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.

#### **INTERLATA**

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

Issued: June 30, 2008

Effective: July 1, 2008

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



### **SECTION 3 - DEFINITIONS OF TERMS (Cont'd)**

#### **INTRALATA**

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

#### **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.

#### **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 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.

Issued: June 30, 2008

Effective: July 1, 2008

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

### **SECTION 3 - DEFINITIONS OF TERMS (Cont'd)**

#### **MAINTENANCE SERVICE CHARGE**

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

#### **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.

#### **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.

#### **PREFERRED CALL FORWARDING**

Call management feature that allows the subscriber to forward calls from a list of up to six telephone numbers. Forwarded calls are limited to just the telephone numbers on the list.

#### **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, Residential, 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 residential, 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.

Issued: June 30, 2008

Effective: July 1, 2008

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

### **SECTION 3 - DEFINITIONS OF TERMS (Cont'd)**

#### **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.

#### **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.

#### **PRIORITY CALL**

Call management feature which provides for one distinctive audible signal to the subscriber when a call is received from one of up to six pre-specified telephone numbers.

#### **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.

#### **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.

Issued: June 30, 2008

Effective: July 1, 2008

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

### **SECTION 3 - DEFINITIONS OF TERMS (Cont'd)**

#### **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.

#### **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.

#### **SPECIALIZED CUSTOMER PREMISE EQUIPMENT**

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

#### **SPEED CALLING**

Call management feature enabling a subscriber to call a list of up to eight or thirty telephone numbers by dialing a one or two digit code.

#### **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.

#### **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."

Issued: June 30, 2008

Effective: July 1, 2008

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

### **SECTION 3 - DEFINITIONS OF TERMS (Cont'd)**

#### **TEMPORARY DISCONNECTION**

See "Suspension of Service."

#### **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.

#### **THREE WAY CALLING**

Call management feature allowing a subscriber to add a third party to an existing call, enabling a simultaneous conference between parties at multiple locations.

#### **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.

#### **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.

#### **WIRE CENTER**

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

Issued: June 30, 2008

Effective: July 1, 2008

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

**ADDENDUM A**

**EFFECTIVE PRICE LIST**

**APPLYING TO**

**LOCAL EXCHANGE SERVICE**

**WITHIN THE STATE OF OHIO**

Issued: June 30, 2008

Effective: July 1, 2008

H.R. Irvin, III, President  
1025 Main Street, 9<sup>th</sup> 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
E)	Residential Call Management Features	<u>Monthly</u>	<u>per activation</u>
	Call Forwarding Busy Line	\$ 2.00	
	Call Forwarding Don't Answer	\$ 2.00	
	Calling Number Delivery	\$ 8.50	
	Calling Name and Number Delivery	\$ 9.50	
	Calling Number Delivery Blocking	\$ 4.70	
	Call Return	\$ 4.70	\$ 0.75
	Call Waiting	\$ 4.70	
	Customer Originated Trace	\$ 4.70	\$ 0.75
	Preferred Call Forwarding	\$ 4.50	
	Busy Redial	\$ 2.60	\$ 0.75
	Distinctive Ring	\$ 6.50	
	Speed Calling 8	\$ 2.25	
	Speed Calling 30	\$ 4.00	
	Three Way Calling	\$ 4.50	
	Anonymous Call Rejection	\$ 0.00	
	Call Intercept	\$ 5.20	
	Customer Tracing	\$ 0.00	
	Priority Call	\$ 3.00	

Issued: June 30, 2008

Effective: July 1, 2008

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

**GATEWAY TELECOM, LLC DBA STRATUSWAVE COMMUNICATIONS**

**REGULATIONS AND SCHEDULE OF CHARGES**

**APPLYING TO**

**BASIC LOCAL EXCHANGE SERVICE**

**WITHIN THE STATE OF OHIO**

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

Issued: October 18, 2011

Effective: October 19, 2011

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



**CHECK SHEET**

The Title Page and Pages 1 through 43 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>
Title Page	1 <sup>st</sup> Revised						
1	1 <sup>st</sup> Revised	31	Original				
2	1 <sup>st</sup> Revised	32	Original				
3	1 <sup>st</sup> Revised	33	Original				
4	Original	34	1 <sup>st</sup> Revised				
5	Original	35	1 <sup>st</sup> Revised				
6	1 <sup>st</sup> Revised	36	1 <sup>st</sup> Revised				
7	Original	37	1 <sup>st</sup> Revised				
8	Original	38	1 <sup>st</sup> Revised				
9	Original	39	1 <sup>st</sup> Revised				
10	Original	40	1 <sup>st</sup> Revised				
11	Original	41	1 <sup>st</sup> Revised				
12	Original	42	1 <sup>st</sup> Revised				
13	Original	43	1 <sup>st</sup> Revised				
14	Original						
15	Original						
16	1 <sup>st</sup> Revised						
17	Original						
18	Original						
19	Original						
20	Original						
21	Original						
22	Original						
23	Original						
24	Original						
25	Original						
26	Original						
27	1 <sup>st</sup> Revised						
28	Original						
29	Original						
30	1 <sup>st</sup> Revised						

Issued: October 18, 2011

Effective: October 19, 2011

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

**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.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title Page	1 <sup>st</sup> Revise						
1	1 <sup>st</sup> Revise						

Issued: October 18, 2011

Effective: October 19, 2011

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

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Issued: October 18, 2011

Effective: October 19, 2011

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

### **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

Issued: June 30, 2008

Effective: July 1, 2008

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

**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.

Issued: June 30, 2008

Effective: July 1, 2008

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1025 Main Street, 9<sup>th</sup> Floor  
Wheeling, WV 26003

## **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](http://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.

Issued: October 18, 2011

Effective: October 19, 2011

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

## **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.

Issued: June 30, 2008

Effective: July 1, 2008

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

**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.

Issued: June 30, 2008

Effective: July 1, 2008

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



**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;

Issued: June 30, 2008

Effective: July 1, 2008

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

**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;

Issued: June 30, 2008

Effective: July 1, 2008

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

**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.

Issued: June 30, 2008

Effective: July 1, 2008

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1025 Main Street, 9<sup>th</sup> Floor  
Wheeling, WV 26003

**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.

Issued: June 30, 2008

Effective: July 1, 2008

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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.

Issued: June 30, 2008

Effective: July 1, 2008

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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.

Issued: June 30, 2008

Effective: July 1, 2008

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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.

Issued: June 30, 2008

Effective: July 1, 2008

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**SECTION 1 - REGULATIONS (Cont'd)**

**1.3 Payment Arrangements**

**1.3.1 RESERVED FOR FUTURE USE**

Issued: October 18, 2011

Effective: October 19, 2011

H.R. Irvin, III, President  
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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. Cash deposits will not exceed two hundred thirty per cent of the estimated average monthly bill for the individual Customer's regulated services for the ensuing twelve months.
- 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.

Issued: June 30, 2008

Effective: July 1, 2008

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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, upon Notice;
  - 1.3.3.A.2. Abuse or fraudulent use of service, upon Notice
  - 1.3.3.A.3. Any other violation of the regulations of the Telephone Company, upon Notice; or
  - 1.3.3.A.4. Upon objection to the continuance of service made by or on behalf of any governmental authority, upon Notice.
- 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.

Issued: June 30, 2008

Effective: July 1, 2008

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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;

Issued: June 30, 2008

Effective: July 1, 2008

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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.

Issued: June 30, 2008

Effective: July 1, 2008

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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.

Issued: June 30, 2008

Effective: July 1, 2008

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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.

Issued: June 30, 2008

Effective: July 1, 2008

**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.

Issued: June 30, 2008

Effective: July 1, 2008

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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.

Issued: June 30, 2008

Effective: July 1, 2008

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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.

Issued: June 30, 2008

Effective: July 1, 2008

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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.

Issued: June 30, 2008

Effective: July 1, 2008

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1025 Main Street, 9<sup>th</sup> Floor  
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## SECTION 2 - SERVICE DESCRIPTIONS

**2.1 Basic Local Exchange Service Description:** The Company's Local Telephone Service provides a residential or business 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; and
- Access Telecommunications Relay Service.

The following Company Services for residence/business Customers are offered in this Tariff:

Residential Basic Local Exchange Service  
Business Basic Local Exchange Service  
Main Number Retention – Number Portability  
Service Order and Service Change Charges  
Emergency Services Calling

Issued: October 18, 2011

Effective: October 19, 2011

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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.

Issued: June 30, 2008

Effective: July 1, 2008

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1025 Main Street, 9<sup>th</sup> Floor  
Wheeling, WV 26003

**SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)**

**2.2. Local Calling Scope (Cont'd)**

<u>Exchange Area</u>	<u>Exchange Areas in Local Calling Area</u>
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**RESERVED FOR FUTURE USE**

Issued: June 30, 2008

Effective: July 1, 2008

H.R. Irvin, III, President  
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**SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)****2.3 Service Rates and Charges****2.3.1 Residential Basic Local Exchange Service**

A Residential Basic 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>
Connection of new or additional Central Office lines, per service order	Initial Order	\$ 75.00
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
B) Monthly Recurring Charges		<u>Maximum Rate</u>
1.) Monthly Recurring Flat Rate		\$ 65.00
2.) End User Access Line Charge		\$ 7.50
C) Return Check Charge, per occurrence		\$ 45.00

Issued: October 18, 2011

Effective: October 19, 2011

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**SECTION 2 - SERVICE DESCRIPTIONS (Cont'd)**

**2.3 Service Rates and Charges (Cont'd)**

**2.3.2 Temporary Promotional Programs**

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.

Issued: June 30, 2008

Effective: July 1, 2008

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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.

Issued: June 30, 2008

Effective: July 1, 2008

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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 the Code of Rules and Regulations of The Public Utilities Commission of Ohio, in which the Telephone Company concurs.

Issued: June 30, 2008

Effective: July 1, 2008

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**SECTION 3 - 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.

**APPLICANT**

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

**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

**CALL**

An attempted communication, whether completed or not.

**CALLING AREA**

See "Local Service Area."

Issued: October 18, 2011

Effective: October 19, 2011

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### **SECTION 3 - DEFINITIONS OF TERMS (Cont'd)**

#### **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.

#### **CLASS OF SERVICE**

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

#### **COMMISSION**

Ohio Public Utility Commission

Issued: October 18, 2011

Effective: October 19, 2011

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### **SECTION 3 - DEFINITIONS OF TERMS (Cont'd)**

#### **COMPANY**

Gateway Telecom, LLC dba StratusWave Communications

#### **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.

Issued: October 18, 2011

Effective: October 19, 2011

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### **SECTION 3 - DEFINITIONS OF TERMS (Cont'd)**

#### **DEMARCATION 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.

#### **DIRECTORY**

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

#### **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.

#### **E911 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.

Issued: October 18, 2011

Effective: October 19, 2011

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### **SECTION 3 - DEFINITIONS OF TERMS (Cont'd)**

#### **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.

#### **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.

#### **FLAT RATE SERVICE**

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

#### **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.

#### **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.

#### **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.

Issued: October 18, 2011

Effective: October 19, 2011

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1025 Main Street, 9<sup>th</sup> Floor  
Wheeling, WV 26003

### **SECTION 3 - DEFINITIONS OF TERMS (Cont'd)**

#### **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.

#### **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 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.

Issued: October 18, 2011

Effective: October 19, 2011

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### **SECTION 3 - DEFINITIONS OF TERMS (Cont'd)**

#### **MAINTENANCE SERVICE CHARGE**

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

#### **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.

#### **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.

#### **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, Residential, 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 residential, 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.

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### **SECTION 3 - DEFINITIONS OF TERMS (Cont'd)**

#### **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.

#### **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.

#### **PRIORITY CALL**

Call management feature which provides for one distinctive audible signal to the subscriber when a call is received from one of up to six pre-specified telephone numbers.

#### **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.

#### **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.

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### **SECTION 3 - DEFINITIONS OF TERMS (Cont'd)**

#### **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.

#### **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.

#### **SPECIALIZED CUSTOMER PREMISE EQUIPMENT**

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

#### **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.

#### **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."

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### **SECTION 3 - DEFINITIONS OF TERMS (Cont'd)**

#### **TEMPORARY DISCONNECTION**

See "Suspension of Service."

#### **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.

#### **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.

#### **WIRE CENTER**

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

Issued: October 18, 2011

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**ADDENDUM A**

**EFFECTIVE PRICE LIST**

**APPLYING TO**

**BASIC LOCAL EXCHANGE SERVICE**

**WITHIN THE STATE OF OHIO**

Issued: October 18, 2011

Effective: October 19, 2011

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

**EFFECTIVE PRICE LIST**

**1. Basic 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
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

*The Public Utilities Commission of Ohio*

**TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM**

**For Non-BLES Carriers**

**Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD**

(Effective: 01/20/2011)

Company Name Gateway Telecom, LLC d/b/a StratusWave Communications

Company Address 1025 Main Street, Wheeling WV 26003

Company Web Address \_\_\_\_\_

Regulatory Contact Person Terri K. Firestein Phone 301-842-1437 Fax None

Regulatory Contact Person's Email Address 10806 Garrison hollow Rd, Clear Spring, MD 21722

Contact Person for Annual Report John Reasbeck Phone \_\_\_\_\_ Fax \_\_\_\_\_

Consumer Contact Information John Reasbeck Phone \_\_\_\_\_ Fax \_\_\_\_\_

TRF Docket No. \_\_\_\_\_ - \_\_\_\_\_ -TP-TRF

**I. Company Type (Check all applicable):**

☐ Non-BLES CLEC      ☒ IXC      ☐ Other (explain) \_\_\_\_\_

**II. Services offered (Check all applicable):**

☒ Toll services (intrastate)

☐ Local Exchange Service (i.e., residential or business bundles)

☐ Other (explain) \_\_\_\_\_

**III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):**

☒ Toll Presubscription

☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)\*

☐ N-1-1 Service

☐ Pole Attachment and Conduit Occupancy

☐ Pay Telephone Access Lines

☐ Inmate Operator Service

☐ Telephone Relay Service

\*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

#### Part IV. – Attestation

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

---

I am an officer/agent of the carrier/telephone company, Gateway Telecom, LLC d/b/a StratusWave Communications , and am authorized to make statements on it behalf.

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance 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.

**Terri K. Firestein, Sr. Director**

(Signature and Title)

**October 18, 2011**

(Date)

## EXHIBIT C

### GATEWAY TELECOM, LLC d/b/a STRATUSWAVE COMMUNICATIONS

#### NARRATIVE of TARIFF CHANGES

1. The following pages have been deleted in PUCO Tariff No. 2 REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO MESSAGE TOLL SERVICE WITHIN THE STATE OF OHIO and are being posted on the Company website at [www.stratuswave.com](http://www.stratuswave.com).

<u>Section</u>	<u>Pages Affected</u>	<u>Text Deleted</u>
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All pages have been deleted. No pages remain

2. The following pages have been amended in PUCO Tariff No. 3 REGULATIONS AND SCHEDULE OF CHARGES APPLYING TO LOCAL EXCHANGE SERVICE WITHIN THE STATE OF OHIO and are being posted on the Company website at [www.stratuswave.com](http://www.stratuswave.com).

<u>Section</u>	<u>Pages Affected</u>	<u>Amendment</u>
Title Page	N/A	Deleted Tariff replacement note
Check Sheet	Page 1	Notated Revision by Page
Addendum A Check Sheet	Page 3	Notated Revision by Page
Table of Contents	Page 4	Added "Basic" to 2.1
Application of Tariff	Page 6	Added Implementation Order Reference
Section 1, paragraph 1.3.1	Page 16	Deleted text for Advance Payments
Section 2, paragraph 2.1	Page 27	Modified Local Exchange Description for BLES



Section 2, paragraph 2.3.1	Page 30	Added word “Basic” to title and deleted presubscription references
Section 3	Pages 34-43	Deleted definitions related to call management features, toll services and directory assistance
Addendum A	Title Page	Added word “Basic” to title
Addendum A Price List	Page 1	A) Added word “Basic” and deleted presubscription charges  Deleted E) call management features

## EXHIBIT D

### GATEWAY TELECOM, LLC d/b/a STRATUSWAVE COMMUNICATIONS

The Company has no local or toll customers currently in Ohio therefore no customer notices were sent.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**10/19/2011 9:55:40 AM**

**in**

**Case No(s). 10-1010-TP-ORD**

Summary: Tariff Tariff Docket # 11-5476-TP-ATA In the Matter of the Application of Gateway Telecom, LLC to Detariff Services in PUCO No 2 and PUCO No 3 Related to the Implementation of Case No 10-1010-TP-ORD electronically filed by Mrs. Terri K Firestein on behalf of Gateway Telecom LLC