

- 1. REPORT DATE: 00/00/00 :
- 2. BUREAU: FUS :
- 3. SECTION(S) : 4. PUBLIC MEETING DATE:
- 5. APPROVED BY: : 00/00/00
- DIRECTOR: :
- SUPERVISOR: :
- 6. PERSON IN CHARGE: : 7. DATE FILED: 02/08/01
- 8. DOCKET NO: A-311065 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: GATES COMMUNICATIONS INC

COMP/APP COUNTY:

UTILITY CODE: 311065

ALLEGATION OR SUBJECT

APPLICATION OF GATES COMMUNICATIONS, INC. FOR APPROVAL TO OFFER, RENDER, FURNISH, OR SUPPLY TELECOMMUNICATIONS SERVICES AS A RESELLER OF TOLL SERVICES TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA.

DOCUMENT  
FOLDER

**DOCKETED**  
FEB 21 2001

**ORIGINAL**

**Lance J.M. Steinhart, P.C.**

Attorney At Law  
6455 East Johns Crossing  
Suite 285  
Duluth, Georgia 30097

Also Admitted in New York  
and Maryland

Telephone: (770) 232-9200  
Facsimile: (770) 232-9208

February 8, 2001

**VIA OVERNIGHT DELIVERY**

Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

*A. 311065*

**RECEIVED**

FEB 08 2001

PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Re: Interexchange Reseller Application of Gates Communications, Inc.

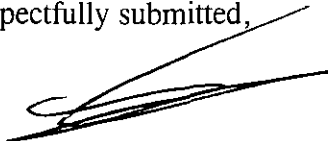
Dear Sir/Madam:

Enclosed please find for filing one original and three (3) copies of the Application of Gates Communications, Inc. for approval to begin to offer, render, furnish, or supply services as a reseller of toll services to the public in the Commonwealth of Pennsylvania, along with a check payable to the Commonwealth of Pennsylvania in the amount of \$250 for the application fee.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self addressed, postage prepaid envelope.

If you have any questions or if I may provide you with additional information, please do not hesitate to call me. Thank you.

Respectfully submitted,



Lance J.M. Steinhart  
Attorney for Gates Communications, Inc.

Enclosures

cc: Ivica Jakovljevic

**DOCUMENT  
FOLDER**

**DOCKETED**

FEB 21 2001

*54*

ORIGINAL

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIVED

Application of Gates )  
Communications, Inc. )  
 )  
for approval to offer, )  
render, furnish, or supply )  
telecommunications services as )  
a Reseller of Toll Services )  
Carrier to the public in the )  
Commonwealth of Pennsylvania )

FEB 08 2001

PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU  
App. Docket No. F  
2001 A-311065

To the Pennsylvania Public Utility Commission:

- 1. IDENTITY OF THE APPLICANT: The names, address, telephone number, and FAX number of the Applicant are:

Gates Communications, Inc.  
1100 Olive Way #951  
Seattle, Washington 98101  
Telephone: (206) 748-7868  
Facsimile: (206) 748-7870

Please identify any predecessor(s) of the Applicant and provide other names under which the Applicant has operated within the preceding five (5) years, including name, address, and telephone number.

None

- 2. CONTACT PERSON: The name, title, address, telephone number, and FAX number of the person to whom questions about this Application should be addressed are:

Lance J.M. Steinhart  
Attorney at Law  
6455 East Johns Crossing  
Suite 285  
Duluth, Georgia 30097  
770/232-9200 (Tel)  
770/232-9208 (Fax)

DOCUMENT  
FOLDER

DOCKETED

FEB 21 2001

3. FICTITIOUS NAME:

The Applicant will not be using a fictitious name.

4. BUSINESS ENTITY and DEPARTMENT OF STATE FILINGS:

The Applicant is a:

- domestic corporation (none)
- foreign corporation (15 Pa.C.S. §4124)
- domestic limited liability company (15 Pa.C.S. §8913)
- foreign limited liability company (15 Pa.C.S. §8981)

Provide proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation.

A copy of Applicant's proof of compliance with the Department of State is attached hereto as Exhibit A. A copy of Applicant's Articles of Incorporation is attached hereto as Exhibit B.

Give name and address of officers.

Attached hereto as Exhibit C.

The Applicant is incorporated in the state of Washington.

5. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

The Applicant has no affiliates doing or predecessors which have done business in Pennsylvania.

6. AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA: (select and complete appropriate box)

The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.

7. TRANSACTIONS WITH AFFILIATES:  
(select and complete appropriate box)

The Applicant has no affiliates providing service or receiving services from the Applicant.

8. APPLICANT'S PRESENT OPERATIONS:

The Applicant is not presently doing business in Pennsylvania as a public utility.

9. APPLICANT'S PROPOSED OPERATIONS:

The Applicant proposes to operate as a:

- Reseller of Toll Services, e.g., MTS, 1+, 800 & 888, Out WATS, Travel Cards, Debit Cards, etc.
- Competitive Access Provider, e.g., dedicated point-to-point service or IXC transporter.
- Interexchange Carrier, e.g., providing toll services as a facilities-based carrier.
- Competitive Local Exchange Carrier, e.g., providing local exchange service as a facilities-based carrier or as a reseller.
- Other. (Identify the nature of public utility service to be rendered.)

The Applicant should file a separate application for each category of operation. If the Applicant files multiple applications simultaneously, the applications should cross-reference each other. At the time of filing, the Applicant may petition the Commission, pursuant to Section 5.43 of the Commission's Regulations, 52 Pa. Code §5.43, to waive the provisions of Sections 1.34 and 1.43, 52 Pa. Code §§1.34 & 1.43, which require a separate application fee for each application (i.e., multiple fees), and to seek authorization for the payment of one application fee.

10. PROPOSED SERVICES: Describe the services which the Applicant proposes to offer.

Applicant proposes to provide outbound 1+ and 101XXXX dialing, inbound "800" and "888" toll-free, travel card and debit card services.

11. SERVICE AREA: Describe the geographic service area in which the Applicant proposes to offer services.

Applicant intends to provide service statewide.

Additionally, the Applicant asserts that it will not be a rural telephone company. State which provision of the Federal Telecommunication Act of 1996 is applicable to the Applicant's status if the Applicant is a rural telephone company.

12. MARKET: Describe the customer base to which the Applicant proposes to market its services.

Applicant proposes to market its services to residential customers and businesses.

13. INITIAL TARIFF: Attach to the Application a proposed Initial Tariff setting forth the rates, rules, and regulations of the Applicant. The tariff shall state on its cover sheet the nature of the Applicant's operations as identified in Item 9, above.

Attached as Exhibit D.

14. FINANCIAL: Provide a general description of the Applicant's capitalization and, if applicable, its corporate stock structure.

The Company is authorized to issue 10,000 shares of common stock, and has issued 2,000 of those shares.

Attach to the Application a tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania.

See Exhibit E attached hereto.

The name, title, address, telephone number, and FAX number of the Applicant's custodian for its accounting records and supporting documentation are:

Ivica Jakovljevic, Vice President  
Gates Communications, Inc.  
1100 Olive Way #951  
Seattle, Washington 98101  
Telephone: (206) 748-7868  
Facsimile: (206) 748-7870

The Applicant's accounting records and supporting documentation are, or will be, maintained at:

Same address as above.

15. START DATE: The Applicant proposes to begin offering services on April 1, 2001 (approximate date).
16. FURTHER DEVELOPMENTS: Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

N/A

The Applicant is under a continuing obligation to amend this Application if any matter asserted herein changes during the pendency of the Application or while the Applicant is providing public utility service within the Commonwealth.

17. NOTICE: Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, serve a copy of the signed and verified Application with attachments on the following:

Irwin A. Popowsky	Office of Trial Staff -- 1 copy
Consumer Advocate	Office of Special Assis. -- 1 copy
1425 Strawberry Square	Bureau of Consumer Ser. -- 1 copy
Harrisburg, PA 17120	Bureau of Fixed Util. Ser. -- 1
copy	

Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105

Bernard A. Ryan, Jr.	Office of the Attorney General
Small Business Advocate	Bureau of Consumer Protection
Commerce Building, Suite 1102	Strawberry Square, 14th Floor
300 North Second Street	Harrisburg, PA 17120
Harrisburg, PA 17101	

Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §1.57 and 1.58, attach Proof of Service of the Application and attachments upon the above named parties. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code § 5.14.

18. ATTORNEY: If applicable, the name, address, telephone number, and FAX number of the Applicant's attorney are:

For purposes of this application:

Lance J.M. Steinhart  
Attorney at Law  
6455 East Johns Crossing  
Suite 285  
Duluth, Georgia 30097  
770/232-9200 (Tel)  
770/232-9208 (Fax)

19. AFFIDAVIT: Attach to the Application an affidavit as follows:

AFFIDAVIT

State of Washington :  
County of King : SS.

Mirel Jakovljevic, Affiant, being duly sworn according to law, deposes and says that:

He/She is the President & CEO of Gates Communications, Inc.

That he/she is authorized to and does make this affidavit for said company;

That Gates Communications, Inc., the Applicant herein, acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; with the Federal Telecommunications Act of 1996, signed February 6, 1996; or with other applicable statutes or regulations;

That Gates Communications, Inc., the Applicant herein, asserts that it possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That the facts above set forth are true and correct to the best of his/her knowledge and that he/she expects said corporation to be able to prove the same at any hearing hereof.

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this 3RD day of JANUARY 2001  
~~2000.~~



Aaron N McGuffee  
Signature of official administering oath

My commission expires OCT 4 2002.

20. Federal Telecommunications Act of 1996: State whether the Applicant claims a particular status pursuant to the federal Telecommunications Act of 1996. Provide supporting facts.

N/A

21. COMPLIANCE: State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, limited to proceedings dealing with business operations, in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

Applicant, nor any person identified in this Application has been convicted of a crime involving fraud or any similar activity.

22. CONTACT FOR RESOLVING COMPLAINTS: Provide the name, address, telephone number, and FAX number for the person and an Alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints and queries filed with the Public Utility Commission or other agencies.

Nermin Dizdar, CS Division Director  
1100 Olive Way #951  
Seattle, Washington 98101  
Telephone: (206) 748-7868  
Facsimile: (206) 748-7870

Alternate:

Ivica Jakovljevic  
1100 Olive Way #951  
Seattle, Washington 98101  
Telephone: (206) 748-7868  
Facsimile: (206) 748-7870

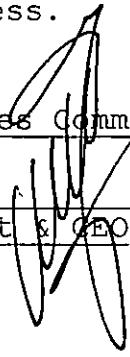
23. FALSIFICATION: The Applicant understands that the making of false statement herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa.C.S. §§4903 and 4904, relating to perjury and falsification in official matters.

24. CESSATION: The Applicant understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

Applicant: Gates Communications, Inc.

By: \_\_\_\_\_

Title: President & CEO

A handwritten signature in black ink, consisting of several overlapping loops and vertical strokes, positioned over the signature line and extending upwards into the applicant name line.

VERIFICATION

State of Washington :

County of King : SS.

Mirel Jakovljevic, Affiant, being duly sworn according to law, deposes and says that:

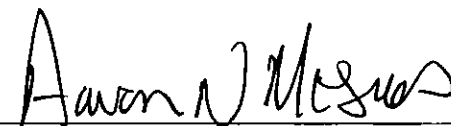
He/She is the President & CEO of Gates Communications, Inc..

That he/she is authorized to and does make this affidavit for said Corporation;

That the facts above set forth are true and correct and that he/she expects said corporation to be able to prove the same at any hearing hereof.

  
\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 3RD day  
of JANUARY, 2000. 2001

  
\_\_\_\_\_  
Signature of official administering oath

My commission expires OCT 4 2002



EXHIBITS

Exhibit A Certificate of Authority to Transact Business  
Exhibit B Articles of Incorporation  
Exhibit C Officers & Directors  
Exhibit D Proposed Tariff  
Exhibit E Financial Information

Exhibit A

Certificate of Authority to Transact Business



7. (Check one of the following):

(Business corporation): The corporation is a corporation incorporated for a purpose or purposes involving pecuniary profit, incidental or otherwise.

(Nonprofit corporation): The corporation is a corporation incorporated for a purpose or purposes not involving pecuniary profit, incidental or otherwise.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for a Certificate of Authority to be signed by a duly authorized officer thereof this 31 day of December, 2020

GATES COMMUNICATIONS, INC.

(Name of Corporation)

BY:

(Signature)

President & CEO

TITLE:

Exhibit B  
Articles of Incorporation

# STATE of WASHINGTON



## SECRETARY of STATE

I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

### CERTIFICATE OF INCORPORATION

to

GATES COMMUNICATIONS, INC.

a Washington Profit corporation. Articles of Incorporation were filed for record in this office on the date indicated below.

UBI Number: 601 922 934

Date: January 05, 1999



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

A handwritten signature in black ink, appearing to read "Ralph Munro". The signature is written in a cursive style with a large, prominent "M".

Ralph Munro, Secretary of State  
2-597874-3

JAN 5 1999

Dec-14-98 05:47P

RALPH MUNRO  
SECRETARY OF STATE

P.02



STATE OF WASHINGTON  
SECRETARY OF STATE

Ralph Munro, Secretary of State

APPLICATION TO FORM A  
PROFIT CORPORATION

(Per Chapter 23B.02 RCW)

FEE: \$175

EXPEDITED (24-HOUR) SERVICE AVAILABLE - \$20 PER ENTITY  
INCLUDE FEE AND WRITE "EXPEDITE" IN BOLD LETTERS  
ON OUTSIDE ENVELOPE

- Please PRINT or TYPE in black ink
- Sign, date and return original and one copy to:

CORPORATIONS DIVISION  
505 E. UNION • PO BOX 40234  
OLYMPIA, WA 98504-0234

- Be sure to include filing fee. Checks should be made payable to "Secretary of State"

FOR OFFICE USE ONLY

FILED:	/ /	UBI:	601 922 934
CORPORATION NUMBER:			

IMPORTANT! Person to contact about this filing <u>Christine Reed</u>	Daytime Phone Number (with area code) <u>360-956-9500</u>
---	--

ARTICLES OF INCORPORATION

NAME OF CORPORATION (Must contain the word "Corporation" "Incorporated" or "Limited" or the abbreviation "Corp." "Inc." "Co." or "Ltd.") <u>Gates Communications, Inc.</u>	
NUMBER OF SHARES (Minimum of one (1) share must be listed) THE CORPORATION IS AUTHORIZED TO ISSUE <u>10,000</u>	CLASS OF (If "preferred" class is checked, please attach description) SHARES <input checked="" type="checkbox"/> Common <input type="checkbox"/> Preferred
EFFECTIVE DATE OF INCORPORATION (Specified effective date may be up to 90 days after receipt of the document by the Secretary of State) <input type="checkbox"/> Specific Date: _____ <input checked="" type="checkbox"/> Upon filing by the Secretary of State	

>>> PLEASE ATTACH ANY OTHER PROVISIONS THE CORPORATION ELECTS TO INCLUDE <<<

NAME AND ADDRESS OF WASHINGTON STATE REGISTERED AGENT	
Name <u>Mirel Jakovljevic</u>	
Street Address (Required) <u>6100 S. Center Blvd.</u>	
<u>Suite 140</u>	City <u>Seattle</u> State <u>WA</u> ZIP <u>98188</u>
PO Box (Optional - Must be in same city as street address)	ZIP (If different than street ZIP)
I consent to serve as Registered agent in the State of Washington for the above named corporation. I understand it will be my responsibility to accept Service of Process on behalf of the corporation; to forward mail to the corporation; and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.	
Signature of Agent	Printed Name <u>MIREL JAKOVLJEVIC</u> Date <u>12/23/98</u>

NAMES AND ADDRESSES OF EACH INCORPORATOR (If necessary, attach additional names and addresses)	
Name <u>Mirel Jakovljevic</u>	
Address <u>6100 S. Center Blvd., Ste 140</u>	
<u>Seattle</u>	State <u>WA</u> ZIP <u>98188</u>
Name _____	Address _____ City _____ State _____ ZIP _____
Name _____	Address _____ City _____ State _____ ZIP _____

SIGNATURE OF INCORPORATOR	
This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.	
Signature of Incorporator	Printed Name <u>MIREL JAKOVLJEVIC</u> Title <u>Incorporator</u> Date <u>12/23/98</u>

Exhibit C  
Officers

Mirel Jakovljevic    President and CEO  
Ivica Jakovljević   Vice President

Gates Communications, Inc.  
1100 Olive Way #951  
Seattle, Washington 98101

Exhibit D  
Proposed Tariff





CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

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ISSUE DATE: February 9, 2001                      EFFECTIVE DATE:                      , 2001  
ISSUED BY: Ivica Jakovljevic, Vice President  
                    1100 Olive Way #951  
                    Seattle, Washington 98101



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 ISSUED BY: Ivica Jakovljevic, Vice President  
 1100 Olive Way #951  
 Seattle, Washington 98101



SYMBOLS

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

- (C) Change
- (D) Decrease in Rates
- (I) Increase in Rates

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                    1100 Olive Way #951  
                    Seattle, Washington 98101





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SECTION 2 - RULES AND REGULATIONS2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Pennsylvania. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

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ISSUE DATE: February 9, 2001                      EFFECTIVE DATE:                      , 2001  
ISSUED BY: Ivica Jakovljevic, Vice President  
                    1100 Olive Way #951  
                    Seattle, Washington 98101

- 
- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

**2.2 Use of Services**

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.





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2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**2.4 Responsibilities of the Customer**

2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

- 
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

---

2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or

2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

---

ISSUE DATE: February 9, 2001                      EFFECTIVE DATE:                      , 2001

ISSUED BY: Ivica Jakovljevic, Vice President  
1100 Olive Way #951  
Seattle, Washington 98101

- 
- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.





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2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

2.11 Reserved for Future Use

2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.13 Late Charge

A late fee of 1.5% monthly (1.25% for residential customers) or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances. For residential customers, the calculation of late charges shall not include previously accrued late payment charges.

2.14 Returned Check Charge

A fee of \$25.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.15 Reconnection Charge

A reconnection fee of twenty-five dollars (\$25.00) per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are rounded up to the next whole increment.

3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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ISSUE DATE: February 9, 2001

EFFECTIVE DATE: , 2001

ISSUED BY: Ivica Jakovljevic, Vice President

1100 Olive Way #951

Seattle, Washington 98101

3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Nermin Dizdar, CS Division Director  
1100 Olive Way #951  
Seattle, Washington 98101  
Phone Number: (800) 347-6788  
Fax Number: (206) 748-7870

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file an informal complaint with the Bureau of Consumer Services, at the Pennsylvania Public Utility Commission, PO Box 3265, Harrisburg, PA 17105-3265, phone 1-800-782-1110, fax 717-787-6641, in accordance with the Commission rules of procedures. The Bureau of Consumer Services shall have primary jurisdiction over customer complaints.

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3.5 Service Offerings

3.5.1 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.2 Travel Cards.

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 800 Service (Toll-Free)

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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3.5.4 Company Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values. Company Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units and applicable taxes for each call are deducted from the remaining Telecom Unit balance on the Customer's Company Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

When the balance is depleted, the Customer can call the toll-free number on the back of the Company Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call.

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A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to Company Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

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1100 Olive Way #951

Seattle, Washington 98101

3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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1100 Olive Way #951

Seattle, Washington 98101

3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Discounts may apply based upon volume, affinity group plans, or term plan commitments.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

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SECTION 4 - RATES

4.1 1 + Dialing

HITDR Maximum

4.2 Travel Cards

HITDR Maximum

4.3 800 Service

HITDR Maximum

4.4 Prepaid Calling Cards

HITDR Maximum

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4.5 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

\* To, but not including  
 When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

4.6 Directory Assistance Charges

A charge per number requested will be HITDR Maximum

4.7 Payphone Dial Around Surcharge

A dial around surcharge will be added to any completed INTRASTATE toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.



Exhibit E

TENTATIVE OPERATING BALANCE SHEET &  
PROJECTED INCOME STATEMENT

Since the Company is a reseller of toll services, the Company will not be employing assets in the State of Pennsylvania, therefore, the balance sheet is not applicable.

Projected intrastate revenues	\$1,000.00
Projected intrastate costs	\$ 800.00
Projected operating income	\$ 200.00

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirements of Section 1.54 (relating to service by a participant).

Dated this 8 day of Feb., 2001.

  
\_\_\_\_\_  
Lance J.M. Steinhart

Counsel for  
Gates Communications, Inc.

Irwin A. Popowski  
Consumer Advocate  
1425 Strawberry Square  
Harrisburg, Pennsylvania 17101

Bernard A. Ryan, Jr.  
Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, Pennsylvania 17101

Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14th Floor  
Harrisburg, Pennsylvania 17120

One Copy to each of the following:

Office of Trial Staff  
Office of Special Assistants  
Bureau of Consumer Services  
Bureau of Fixed Utility Services

Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, Pennsylvania 17105-3265

RECEIVED

FEB 08 2001

\\PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

DATE: February 21, 2001

SUBJECT: A-311065

TO: Bureau of Fixed Utility Services

FROM: James J. McNulty, Secretary *J.J.*

Application of Gates Communications, Inc.

We attach hereto a copy of the Application of Gates Communications, Inc., for approval to provide telecommunication services as an Interexchange Reseller to the public in the Commonwealth of Pennsylvania, which has been captioned and docketed to the above number.

The Protest period for this application will expire on February 23, 2001.

This matter is being referred to your Bureau to schedule it for consideration by the Commission at Public Meeting.

was

Attachment

DOCUMENT  
FOLDER

**DOCKETED**  
FEB 21 2001

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P. O. BOX 3265, HARRISBURG PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE

February 21, 2001

A-311065

LANCE J M STEINHART  
ATTORNEY AT LAW  
6455 EAST JOHNS CROSSING  
SUITE 285  
DULUTH GA 30097

Dear Mr. Steinhart:

Please be advised that the Application of Gates Communications, Inc., to provide telecommunications services as an Interexchange Reseller to the public in the Commonwealth of Pennsylvania, has been reviewed and found to be in compliance with the filing requirements of the Commission's Opinion and Order entered June 3, 1996, at Docket Number M-00960799.

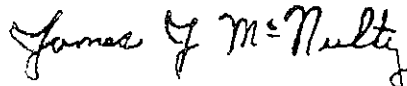
The protest period for this application will expire on February 23, 2001.

This matter is being referred to the Bureau of Fixed Utility Services to schedule it for consideration by the Commission at Public Meeting.

*Please be advised that you now have provisional authority to do business in Pennsylvania.*

Should you have any further questions concerning this matter, please do not hesitate to contact me.

Sincerely,



James J. McNulty  
Secretary

JJM:was

DOCUMENT  
FOLDER

DOCKETED  
FEB 21 2001

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

The addressee named here has paid the PA P.U.C. for the following bill:

GATES COMMUNICATIONS INC  
1100 OLIVE WAY STE 951  
SEATTLE WA 98101

DATE 2/26/01  
RECEIPT # 198141

IN RE: Application fees for GATES COMMUNICATIONS INC

Docket Number A-311065..... \$250.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 2645  
CHECK AMOUNT: \$250.00

C. Joseph Meisinger  
(for Department of Revenue)

DOCUMENT  
FOLDER

DOCKETED  
FEB 27 2001