

CAPTION SHEET

CASE MANAGEMENT SYSTEM

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: 04/13/06
8. DOCKET NO: A-311409 F0002	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: VELOCITY.NET COMMUNICATIONS INC

COMP/APP COUNTY:

UTILITY CODE: 311409

ALLEGATION OR SUBJECT

APPLICATION OF VELOCITY.NET COMMUNICATIONS, INC., FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATIONS SERVICES AS A FACILITIES-BASED DATA ONLY COMPETITIVE LOCAL EXCHANGE CARRIER TO THE PUBLIC IN THE SERVICE TERRITORIES OF VERIZON PENNSYLVANIA AND ALLTEL PENNSYLVANIA.

DOCUMENT
FOLDER

DOCKETED

MAY 22 2006

- 1. REPORT DATE: 00/00/00 :
- 2. BUREAU: FUS :
- 3. SECTION(S) : 4. PUBLIC MEETING DATE:
- 5. APPROVED BY: : 00/00/00
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PARTY/COMPLAINANT: VERIZON PENNSYLVANIA, INC

RESPONDENT/APPLICANT: VELOCITY.NET COMMUNICATIONS INC

COMP/APP COUNTY: . UTILITY CODE: 311409

ALLEGATION OR SUBJECT

APPLICATION OF VELOCITY.NET COMMUNICATIONS, INC., FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATIONS SERVICES AS A FACILITIES-BASED DATA ONLY COMPETITIVE LOCAL EXCHANGE CARRIER TO THE PUBLIC IN THE SERVICE TERRITORY OF VERIZON PENNSYLVANIA. PLEASE SEE A-311409F0002AMA FOR THE RIGHT OF VELOCITY.NET TO PROVIDE DATA-ONLY CLEC SERVICES IN THE SERVICE TERRITORY OF ALLTEL PENNSYLVANIA.....

9/28/06-VELOCITY.NET FILED AMENDED APPLICATION TO REMOVE SERVICE AREA OF WINDSTREAM PA. DOCKET NUMBER A-311409F0002AMA HAS BEEN MARKED CLOSED.....

5/23/07 - VELOCITY.NET FILED AMENDED APPLICATION TO INCLUDE THE SERVICE TERRITORY OF VERIZON NORTH.....

DOCUMENT
FOLDER

DOCKETED
MAY 30 2007

ORIGINAL

AMERICAN CLEC

A-31140 9F0002

January 4, 2006

Secretary
PA Public Utility Commission
Commonwealth Keystone Building
2nd Floor – Room N201
Harrisburg, PA. 17120

DOCUMENT
FOLDER

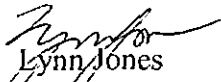
Attached is an Application for a certificate of Competitive Local Exchange Carrier in the State of Pennsylvania for Velocity.net Communications, Inc

American CLEC is working with Velocity.net Communications, Inc to process the application. Please direct any questions concerning the application and documents supplied to Lynn Jones 502-815-7189, jones@americanclec.com. American CLEC is a consulting firm specializing in helping ISP's become CLEC's to take advantage of savings and develop new offerings.

The attached is the documentation to support the Application Requirements for Certification and a check for the application fee..

Velocity.net Communications, Inc is a new Corporation, however Velocity.net, Inc has been in business in Pennsylvania since 1996 as an Internet Service Provider. All financials are from Velocity.net, Inc.

Sincerely,


Lynn Jones
Administrator

RECEIVED
April 13, 2006
1:14 PM
P. U. C. 2006
delt
PENNSYLVANIA PUBLIC UTILITIES COMMISSION
HARRISBURG, PA

alb

ORIGINAL

Application of:

Velocity.Net Communications, Inc _____, *va* A-311409F0002

for approval to offer, render, furnish or supply telecommunications services to the public in the Commonwealth of Pennsylvania.

1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number, and fax number of the Applicant.

Velocity.Net Communications, Inc
2503 W 15th St
Suite 10
Erie, PA 16505-4564
814-833-9111
814-835-0009 Fax

DOCUMENT
FOLDER

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

Velocity.Net/SOFTEK, Inc
2503 W 15th St
Suite 10
Erie, PA 16505-4564
814-833-9111

2. **ATTORNEY:** The name, address, telephone number, and fax number of the Applicant's attorney.

Keith Wood
235 North Edgeworth Street
Greensboro, NC 27401
(336) 478-1185
(336) 273-7885 Fax

DOCKETED

MAY 22 2006

RECEIVED

April 13, 2006
JAN 6 2000 ddt

PA PUBLIC UTILITY COMMISSION
STATE OFFICE BUREAU

3. CONTACTS:

A) APPLICATION: The name, title, address, telephone number, and fax number of the person to whom questions about this application should be addressed.

**Lynn Jones CLEC consultant
1048 East Chestnut St
Louisville, KY 40204
502-815-7189
502-815-7001 Fax**

B) PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA): The name, title, address, telephone number and FAX number of the person with whom contact should be made by PEMA (Pennsylvania Emergency Management Agency).

**Matt Wiertel Customer Service Manager
2503 W 15th St
Suite 10
Erie, PA 16505-4564
814-833-9111 X356
814-835-0009 Fax**

C) RESOLVING COMPLAINTS: Name, address, telephone number, and FAX number of 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.

**Matt Wiertel Customer Service Manager
2503 W 15th St
Suite 10
Erie, PA 16505-4564
814-833-9111 X356
814-835-0009 Fax**

**Joel Deuterma General Manager
2503 W 15th St
Suite 10
Erie, PA 16505-4564
814-833-9111 X201
814-835-0009 Fax**

4. FICTITIOUS NAME:

- The Applicant will not be using a fictitious name.
- The Applicant will be using a fictitious name. Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:

- The Applicant is a sole proprietor.
- The Applicant is a:

- General partnership
- Domestic limited partnership (15 Pa. C.S. §8511)
- *Foreign limited partnership (15 Pa. C.S. §8582)
- Domestic registered limited liability partnership (15 Pa. C.S. §8201)
- *Foreign registered limited liability general partnership (15 Pa. C.S. §8211)

*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

Attach to the application the name and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above.

5. (Continued)

- The Applicant is a:
 - Domestic corporation (15 Pa. C.S. §1306)
 - *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 name and address of Corporate Registered Office Provider or Registered Office within PA.

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

The Applicant is incorporated in the State of Pennsylvania .

Give name and address of officers:

**Joel Deuterman General Manager
2503 W 15th St
Suite 10
Erie, PA 16505-4564
814-833-9111 X201
814-835-0009 Fax**

6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

- The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.
- The Applicant has affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

If the Applicant or an affiliate has predecessors who have done business within Pennsylvania, give name and address of the predecessors and state whether they were jurisdictional public utilities. Give the docket numbers for the authority of such predecessors.

Velocity.Net/SOFTEK, Inc
2503 W 15th St
Suite 10
Erie, PA 16505-4564
814-833-9111

It is not a jurisdictional public utility

7. AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA:

- The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.
- The Applicant has affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. Name and address of the affiliates and predecessors (please identify affiliates versus predecessors).

8. **APPLICANT'S PRESENT OPERATIONS:** (Select and complete the appropriate statement)

- The applicant is not presently doing business in Pennsylvania as a public utility.
- The applicant is presently doing business in Pennsylvania as a:
 - Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
 - Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
 - Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
 - Competitive Local Exchange Carrier:
 - Facilities-Based
 - UNE-P
 - Data Only
 - Reseller
 - Incumbent Local Exchange Carrier.
 - Other (Identify).

9. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as:

- Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
- Competitive Local Exchange Carrier:
 - Facilities-based
 - UNE-P
 - Data Only
 - Reseller
- Incumbent Local Exchange Carrier
- Other (Identify).

10. **PROPOSED SERVICES:** Describe in detail the services which the Applicant proposes to offer. If proposing to provide more than one category in Item #9, clearly and separately delineate the services within each proposed operation. If proposing to operate as a facilities-based Competitive Local Exchange Carrier, provide a brief description of the Company's facilities.

Applicant will be a provider of UNE loops and data circuit services

11. **SERVICE AREA:** Describe the geographic service area in which the Applicant proposes to offer services. Clearly and separately delineate the service territory for each category listed in Item #9. For Competitive Local Exchange Carrier operations, you must name and serve the Incumbent Local Exchange Carriers in whose territory you request authority.

Pittsburg Lata 234

Erie Lata 924

12. **MARKET:** Describe the customer base to which the Applicant proposes to market its services. Clearly and separately delineate a market for each category listed in Item #9.

Business and residential services requiring data access services

13. **PROPOSED TARIFF(S):** Each category of proposed operations must have a separate and distinct proposed tariff setting forth the rates, rules and regulations of the Applicant. Every proposed tariff shall state on its cover page the nature of the proposed operations described therein, i.e., IXC Reseller, CLEC, CAP, or IXC Facilities-based. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377.

14. **FINANCIAL:** *Attach the following to the Application:*

A general description of the Applicant's capitalization and, if applicable, its corporate stock structure;

Current balance sheet, Income Statement, and Cash Flow Statement of Applicant or Affiliated Company, if relying on affiliate for financial security;

A tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania; provide the name, title, address, telephone number and fax number of the Applicant's custodian for its accounting records and supporting documentation; and indicate where the Applicant's accounting records and supporting documentation are, or will be, maintained.

If available, include bond rating, letters of credit, credit reports, insurance coverage and reports, and major contracts.

15. **START DATE:** The Applicant proposes to begin offering services on or about April 1, 2006.

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.

17. **NOTICE:** Pursuant to 52 Pa. Code §5.14, you are required to serve a copy of the signed and verified Application, with attachments, on the below-listed parties, and file proof of such service with this Commission:

Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

A certificate of service must be attached to the Application as proof of service that the Application has been served on the above-listed parties. A copy of any Competitive Local Exchange Carrier Application must also be served on any and/or all Incumbent Local Exchange Carrier(s) in the geographical area where the Applicant proposes to offer services.

18. **FEDERAL TELECOMMUNICATIONS ACT OF 1996:** State whether the Applicant claims a particular status pursuant to the Federal Telecommunications Act of 1996. Provide supporting facts.

19. **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.

N/A

20. **FALSIFICATION:** The Applicant understands that the making of false statement(s) 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.
21. **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.

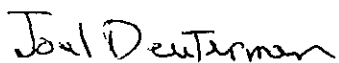
Applicant:



Velocity.Net Communications,

Inc.

By



Title: President

22. **AFFIDAVIT:** Attach to the Application an affidavit as follows:

AFFIDAVIT

[Commonwealth/State] of Pennsylvania :
 :
 : ss.
County of Erie :

Joel Deuterman, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

Affiant is the President (Office of Affiant) of Velocity.Net Communications, Inc (Name of Applicant:)

That Affiant is authorized to and does make this affidavit for said corporation;

That Velocity.Net Communications, Inc the Applicant herein, acknowledges that [he/she/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 Velocity.Net Communications, Inc, the Applicant herein, asserts that Affiant] 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.

***Next paragraph for CLEC Applicants ONLY (excluding data-only CLECS):**

That Joel Deuterman, the Applicant herein, asserts that Affiant has contacted the appropriate 911 Coordinator(s) via certified letter, from the list provided from the PUC web site (<http://www.puc.paonline.com>), and that arrangements are under way for the provisioning of emergency 911 service in each of the Counties/Cities where service is to be provided. The applicant certifies Affiant has attached a copy of the 911 Coordinator list indicating each 911 Coordinator contacted.

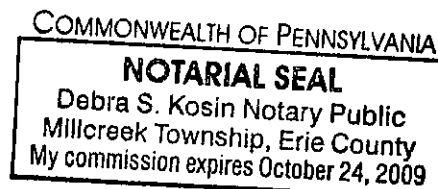
That the facts above set forth are true and correct] to the best of [Affiant knowledge, information and belief, and that Affiant expects said entity to be able to prove the same at any hearing thereof.

Sworn and subscribed before me this 30 day of November, 2005.
Month Year

Joel Deuterman
Signature of Affiant

Debra S. Kosin
Signature of official administering oath

My Commission expires October 24, 2009.



23. **VERIFICATION STATEMENT:** Attach to the Application a verification statement as follows:

[Commonwealth/State] of Pennsylvania :
:
County of Erie :

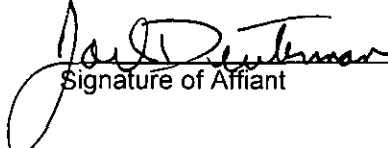
ss.

Joel Deuterman, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/She] is the President (Office of Affiant) of Velocity.Net Communications, Inc (Name of Applicant)

That [he/she] is authorized to and does make this affidavit for said corporation;

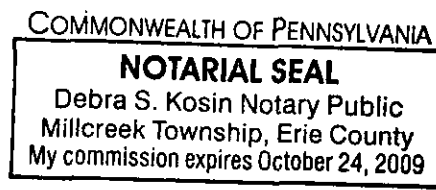
That the facts above set forth are true and correct to the best of [his/her] knowledge, information, and belief and that [he/she] expects said corporation to be able to prove the same at any hearing hereof.


Signature of Affiant

Sworn and subscribed before me this 30 day of November, 2005.
Month Year


Signature of official administering oath

My Commission expires October 24 2009.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
206 NORTH OFFICE BUILDING
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.DOS.STATE.PA.US/CORPS

Velocity. Net Communications, Inc

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE CORPORATION BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.DOS.STATE.PA.US/CORPS OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER:

CORPORATION SERVICE COMPANY
2704 Commerce Dr
Harrisburg, PA 17110

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Articles of Incorporation-For Profit
(15 Pa.C.S.)

Entity Number

- Business-stock (§ 1306) Management (§ 2703)
 Business-nonstock (§ 2102) Professional (§ 2903)
 Business-statutory close (§ 2303) Insurance (§ 3101)
 Cooperative (§ 7102)

Corporation Service Company

Document will be returned to the name and address you enter to the left.

Fee: \$125

Filed in the Department of State on _____

Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions (relating to corporations and unincorporated associations), the undersigned, desiring to incorporate a corporation for profit, hereby states that:

1 The name of the corporation (corporate designator required, i.e., "corporation", "incorporated", "limited company" or any abbreviation "Professional corporation" or "P.C."):

Velocity.Net Communications, Inc.

2 The (a) address of this corporation's current registered office in this Commonwealth (post office box, alone, is not acceptable) or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street City State Zip County

(b) Name of Commercial Registered Office Provider County

c/o: Corporation Service Company Dauphin

3 The corporation is incorporated under the provisions of the Business Corporation Law of 1988.

4 The aggregate number of shares authorized: 10,000

Commonwealth of Pennsylvania
Articles of Incorporation 3 Page(s)



T0528760082

5. The name and address, including number and street, if any, of each incorporator (all incorporators must sign below):

Name	Address
Kevin W. Chapman	235 North Edgeworth Street
	Greensboro, North Carolina 27402


6. The specified effective date, if any: Upon filing
month/day/year hour, if any

7. Additional provisions of the articles, if any, attach an 8 1/2 by 11 sheet.

8. *Statutory close corporation only.* Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "public offering" within the meaning of the Securities Act of 1933 (15 U.S.C. 77a et seq.)

9. *Cooperative corporations only.* Complete and strike out inapplicable term.
The common bond of membership among its members/shareholders is: _____

IN TESTIMONY WHEREOF, the incorporator(s) has/have signed these Articles of Incorporation this
29 day of September 2005



Signature

Signature

**CONSENT TO ACTION
BOARD OF DIRECTORS
FORMAL ORGANIZATION OF
VELOCITY.NET COMMUNICATIONS, INC.**

November 1, 2005

The undersigned, being the sole member of the Board of Directors of Velocity.Net Communications, Inc., in order to perfect the formal organization of the Corporation, does hereby recite and record the following events, and does hereby take the actions and adopt the resolutions hereinafter set forth, on behalf of the Corporation, by signing this formal written Consent to Action:

(1) Acceptance of Articles of Incorporation. The Articles of Incorporation (the "Articles") of the Corporation were filed in the office of the Corporation Bureau of the Department of State of Pennsylvania on September 29, 2005. The said Articles of Incorporation are hereby formally accepted on behalf of the Corporation, and a certified, duly recorded copy of them shall be inserted in the minute book of the Corporation, preceding this Consent to Action, as a part of the permanent records of the Corporation.

(2) Corporate Purpose. The Corporation was formed for the purpose of becoming a Competitive Local Exchange Carrier (commonly referred to as a CLEC). The Corporation and its Officers shall have any and all powers which are necessary and desirable to carry out this objective, so long as such actions are not inconsistent with the Articles or any state or federal law. The Corporation shall not be limited by this purpose, and may also engage in any other business or activity, to the extent such activities may be legally exercised by the Corporation under the Articles and Pennsylvania law.

(3) Adoption of Bylaws. A form of bylaws has been developed for the regulation and management of the affairs of the Corporation, and the said bylaws are hereby formally adopted on behalf of the Corporation. A copy of the said bylaws, as hereby adopted, shall also be inserted in the minute book of the Corporation, immediately following the Articles, as a part of the permanent records of the Corporation.

(4) Adoption of Stock Certificate and Corporate Seal. A form of stock certificate and a corporate seal have been selected, and stock certificates and a seal in this form have been procured, for the Corporation. The form of stock certificate and the seal are hereby approved and accepted on behalf of the Corporation, and for purposes of identification a specimen of the stock certificate shall be inserted in the minute book of the Corporation and an impression of the corporate seal shall be made on the margin of this page.

(5) Issuance of Shares. Joel Deuterma has offered to subscribe for one thousand (1,000) shares of the common stock of the Corporation at a subscription price of One Dollar (\$1.00) per share. The offer of Joel Deuterma is hereby accepted on behalf of the Corporation; and it is hereby

RESOLVED, that a plan for the issuance of one thousand (1,000) shares of the common stock of the Corporation at a subscription price of One Dollar (\$1.00) per share to be paid in cash shall be, and it hereby is, adopted; that pursuant to this plan the proper officers of the Corporation shall be, and they hereby are, authorized, empowered, and directed to issue one thousand (1,000) shares to Joel Deuterman upon the payment to the Corporation of the sum of One Dollar (\$1.00) per share in cash.

(6) Election of Officers. The following persons shall be, and hereby are, elected to serve as officers of the Corporation in the capacities indicated until the annual meeting of the Board of Directors and thereafter until their respective successors are chosen and qualified:

<u>Name</u>	<u>Office</u>
Joel Deuterman	President
Jamie Deuterman	Secretary

The compensation to be paid by the Corporation to each of the said officers shall be left open pending subsequent action by this Board of Directors.

(7) Subchapter S Election. It has been recommended that the Corporation, with the joinder of the shareholders of the Corporation, file an election with the Internal Revenue Service to be treated as an "S Corporation" within the meaning of Section 1361 of the Internal Revenue Code of 1986 as amended. The proper officers of the Corporation are hereby authorized and directed to take such actions and to prepare, execute and file such forms of the Internal Revenue Service as may be necessary or appropriate to qualify the Corporation for such tax status.

(8) Fiscal Year. The fiscal year of the Corporation shall end on December 31.

(9) Tax-Free Incorporation. The proper officers of the Corporation shall be, and hereby are, authorized and directed to execute and file such certificates, reports, and other documents as may be required to achieve a tax-free incorporation under Section 351 of the Internal Revenue Code of 1986, as amended.

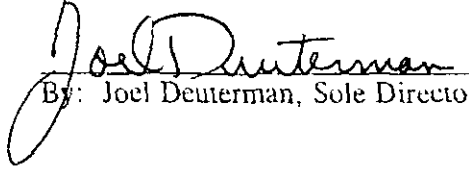
(10) Certificates of Authority. The proper officers of the Corporation shall be, and hereby are, authorized and directed to execute and file such certificates, reports, and other instruments as may be required by law to be filed in any state, territory or dependency of the United States or any foreign country, in which said offices shall find it necessary or expedient to file the same in order to authorize the Corporation to transact business in such state, territory, dependency or foreign country.

(11) Organizational Expenses and Fees. The proper officers of the corporation shall be, and hereby are, authorized to cause to be paid all fees and expenses incident to and necessary for the organization of the Corporation.

(12) Corporate Books. The proper officers of the Corporation shall be, and hereby are, authorized and directed to procure books, books of account, and such other books as may be

necessary or appropriate to the operation, and to procure such legal and accounting advice as may be necessary to effect this resolution.

This action is effective as of the day and year first above written.

 (SEAL)
By: Joel Deuterman, Sole Director

BYLAWS
OF
VELOCITY.NET COMMUNICATIONS, INC.
(a Pennsylvania corporation)

ARTICLE I
SHAREHOLDERS

1. SHARE CERTIFICATES. Certificates representing shares shall set forth thereon the statements prescribed by Section 1528 of the Business Corporation Law of 1988 and by any other applicable provision of law, shall be executed, by facsimile or otherwise, by the President or a Vice-President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, or by any other officer or officers authorized to do so by the Board of Directors.

2. FRACTIONAL SHARE INTERESTS OR SCRIP. The corporation may but shall not be required to create and issue fractions of a share, either represented by a certificate or uncertificated, which, unless otherwise provided in the articles of incorporation, shall represent proportional interests in all the voting rights, preferences, limitations, and special rights, if any, of full shares. If the corporation creates but does not provide for the issuance of fractions of a share, it shall: (1) arrange for the disposition of fractional interests by those entitled thereto; (2) pay in money the fair value of fractions of a share determined at the time and in the manner provided in the plan, amendment, or resolution of the Board providing for the creation of the fractional interests; or (3) issue scrip or other evidence of ownership, in registered form (either represented by a certificate or uncertificated) or in bearer form (represented by a certificate), entitling the holder to receive a full share upon the surrender of the scrip or other evidence of ownership aggregating a full share, or the transfer of uncertificated scrip aggregating a full share, but which shall not, unless otherwise provided therein or with respect thereto, entitle the holder to exercise any voting right, to receive dividends or to participate in any of the assets of the corporation in the event of liquidation. The scrip or other evidence of ownership may be issued subject to the condition that it shall become void if not exchanged for full shares before a specified date, or subject to the condition that the shares for which the scrip or evidence of ownership is exchangeable may be sold and the proceeds thereof distributed to the holders of the scrip or evidence of ownership, or subject to any other conditions that the corporation deems advisable.

3. SHARE TRANSFERS. Upon compliance with provisions restricting the transferability of shares, if any, transfers of shares of the corporation shall be made only on the transfer books for shares of the corporation by the record holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation or with a transfer agent or a registrar, if any, and on surrender of the certificate or certificates for such shares properly endorsed and the payment of all taxes due thereon.

4. RECORD DATE FOR SHAREHOLDERS. The corporation may fix a time prior to the date of any meeting of shareholders as a record date for the determination of the

shareholders entitled to notice of, or to vote at, the meeting, which time, except in the case of an adjourned meeting, shall be not more than ninety days prior to the date of the meeting of shareholders. Only shareholders of record on the date fixed shall be so entitled notwithstanding any transfer of shares on the books of the corporation after any record date fixed as provided in this Section. The Board of Directors may similarly fix a record date for the determination of shareholders of record for any other purpose. When a determination of shareholders of record has been made as provided in this Section for purposes of a meeting, the determination shall apply to any adjournment thereof unless the Board fixes a new record date for the adjourned meeting.

If a record date is not fixed: (1) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day immediately preceding the day on which the meeting is held; (2) the record date for determining shareholders entitled to express consent or dissent to corporate action in writing without a meeting, when prior action by the Board of Directors is not necessary, shall be the close of business on the day on which the first written consent or dissent is filed with the Secretary of the corporation; (3) the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

5. CERTIFICATION BY NOMINEE. The Board of Directors may adopt a procedure pursuant to the provisions of Section 1763 of the Business Corporation Law of 1988 whereby a shareholder may certify in writing to the corporation that all or a portion of the shares registered in the name of the shareholder are held for the account of a specified person or persons.

6. MEANING OF CERTAIN TERMS. As used herein in respect of the right to notice of a meeting of shareholders or a waiver thereof or to participate or vote thereat or to consent or dissent in writing in lieu of a meeting, as the case may be, the term "share" or "shares" or "shareholder" or "shareholders" refers to an outstanding share or shares and to a holder or holders of record of outstanding shares when the corporation is authorized to issue only one class of shares, and said reference is also intended to include any outstanding share or shares and any holder or holders of record of outstanding shares of any class upon which or upon whom the articles of incorporation confer such rights where there are two or more classes or series of shares or upon which or upon whom the Business Corporation Law of 1988 confers such rights notwithstanding that the articles of incorporation may provide for more than one class or series of shares, one or more of which are limited or denied such rights thereunder.

7. SHAREHOLDER MEETINGS.

- TIME. The annual meeting shall be held on the date fixed, from time to time, by the directors, provided, that at least one meeting of the shareholders shall be held in each calendar year for the election of directors. A special meeting shall be held on the date fixed by the directors except when the Business Corporation Law of 1988 confers the right to fix the date upon a shareholder or shareholders. An adjournment or adjournments of any duly organized

annual or special meeting may be taken, provided, that any meeting at which directors are to be elected shall be adjourned only from day to day or for such longer periods not exceeding fifteen days each as the shareholders who are present and entitled to vote shall direct, until the directors have been elected.

- PLACE. Annual meetings and special meetings shall be held at such place, within or without the Commonwealth of Pennsylvania, as the directors may, from time to time, fix. Whenever the directors shall fail to fix such place, or, whenever shareholders entitled to call a special meeting shall call the same, the meeting shall be held at the registered office of the corporation in the Commonwealth of Pennsylvania.

- CALL. The annual meeting may be called by the directors or the President or by any officer instructed by the directors or the President to call the meeting, or if, in any calendar year, an annual meeting shall not be called by the directors or by any authorized officer and shall not be held, any shareholder may call any such meeting at any time thereafter. A special meeting may be called by the directors or the President or by any officer instructed by the directors or the President to call the meeting or by the shareholders whenever the Business Corporation Law of 1988 confers such right upon them.

- NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER OF NOTICE. Written notice of every meeting of the shareholders shall be given by, or at the direction of, the Secretary or other authorized person and shall state the place, day, and hour of the meeting and any other information required by any provision of the Business Corporation Law of 1988. The notice of a special meeting shall state the general nature of the business to be transacted. In all cases, the notice shall comply with the express requirements of the Business Corporation Law of 1988. Whenever the language of a proposed resolution is included in a written notice of a meeting required to be given under the provisions of the Business Corporation Law of 1988 or the articles of incorporation or these Bylaws the shareholders' meeting considering the resolution may without further notice adopt it with such clarifying or other amendments as do not enlarge its original purpose. Written notice of any meeting shall be given to a shareholder personally or by sending a copy thereof by first class or express mail, postage prepaid, or by telegram (with messenger service specified, telex or TWX (with answerback received) or courier service, charges prepaid, or by facsimile transmission, to his address (or to his telex, TWX, or facsimile number) appearing on the books of the corporation, at least five days before the date of the meeting, unless any provision of the Business Corporation Law of 1988 shall prescribe a greater elapsed period of time. If the corporation is not a closely held corporation as defined by Section 1103 of the Business Corporation Law of 1988 and if it gives notice by mail of any regular or special meeting of the shareholders (or any other notice required by the Business Corporation Law of 1988 or by the articles of incorporation or these Bylaws to be given to all shareholders or to all holders of a class or series of shares) at least twenty days prior to the day named for the meeting or any corporate or shareholder action specified in the notice, the corporation may use any class of postpaid mail. If a meeting is adjourned it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken, unless the Board of Directors fixes a new record date for the adjourned meeting or the Business Corporation Law of 1988 requires notice of the business to be transacted and such notice has not been previously

given. Whenever any written notice is required to be given to any shareholder or shareholders under the Business Corporation Law of 1988 or the articles of incorporation or these Bylaws, a waiver thereof in writing, signed by the shareholder or shareholders, whether before or after the time stated therein, shall be deemed equivalent to the giving of the notice. Neither the business to be transacted at, nor the purpose of, a meeting need be specified in the waiver of notice of the meeting. The attendance of a shareholder at a meeting shall constitute a waiver of notice by him except where he attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

- VOTING LISTS. The officer or agent having charge of the transfer books for shares of the corporation shall make, before each meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, with the address of and the number of shares held by each. The list shall be produced and kept open at the time and place of the meeting, and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof, except as otherwise provided by the Business Corporation Law of 1988. The original share register or transfer book, or a duplicate thereof kept in the Commonwealth of Pennsylvania, shall be prima facie evidence as to who are the shareholders entitled to examine the list or share register or transfer book, or to vote at any meeting of shareholders.

- CONDUCT OF MEETING. Meetings of the shareholders shall be presided over by one of the following officers in the order of seniority and if present and acting - the Chairman of the Board, if any, the Vice-Chairman of the Board, if any, the President, a Vice-President, or, if none of the foregoing is in office and present and acting, by a chairman to be chosen by the shareholders. The Secretary of the corporation, or in his absence, an Assistant Secretary, shall act as secretary of every meeting, but if neither the Secretary nor an Assistant Secretary is present the Chairman of the meeting shall appoint a secretary of the meeting.

- PROXY REPRESENTATION. Every shareholder entitled to vote at a meeting of shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person to act for him by proxy. The presence of, or vote or other action at a meeting of shareholders, or the expression of consent or dissent to corporate action in writing, by a proxy of a shareholder shall constitute the presence of, or vote or action by, or written consent or dissent of the shareholder for the purposes of this Section. Where two or more proxies of a shareholder are present, the corporation shall, unless otherwise expressly provided in the proxy, accept as the vote of all shares represented thereby the vote cast by a majority of them and, if a majority of the proxies cannot agree whether the shares represented shall be voted or upon the manner of voting the shares, the voting of the shares shall be divided equally among those persons. Except as may otherwise be permitted by the Business Corporation Law of 1988, every proxy shall be executed in writing by the shareholder or by his duly authorized attorney-in-fact and filed with the Secretary of the corporation. A proxy, unless coupled with an interest, shall be revocable at will, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until written notice thereof has been given to the Secretary of the corporation. An unrevoked proxy shall not be valid after three years from the date of execution unless a longer time is expressly

provided therein. A proxy shall not be revoked by the death or incapacity of the maker unless, before the vote is counted or the authority is exercised, written notice of the death or incapacity is given to the Secretary of the corporation. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the share itself or an interest in the corporation generally.

- JUDGES OF ELECTION. In advance of any meeting of shareholders, the Board of Directors may appoint judges of election, who need not be shareholders, to act at the meeting or any adjournment thereof. If judges of election are not so appointed, the presiding officer of the meeting may, and on the request of any shareholder shall, appoint judges of election at the meeting. The number of judges shall be one or three. A person who is a candidate for office to be filled at the meeting shall not act as a judge.

In case any person appointed as a judge fails to appear or fails or refuses to act, the vacancy may be filled by appointment made by the Board of Directors in advance of the convening of the meeting or at the meeting by the presiding officer thereof. The judges of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the authenticity, validity, and effect of proxies, receive votes or ballots, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes, determine the result and do such acts as may be proper to conduct the election or vote with fairness to all shareholders. The judges of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical. If there are three judges of election, the decision, act, or certificate of a majority shall be effective in all respects as the decision, act, or certificate of all.

On request of the presiding officer of the meeting, or of any shareholder, the judges shall make a report in writing of any challenge or question or matter determined by them, and execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated therein.

- QUORUM. A shareholders' meeting duly called shall not be organized for the transaction of business unless a quorum is present. The presence at a duly organized meeting of the shareholders entitled to cast at least a majority of the votes that all shareholders are entitled to cast on a particular matter shall constitute a quorum for the purpose of considering the matter. The shareholders so present can continue to do business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting to such time and place as they may determine, provided, however, that those shareholders entitled to vote who attend a meeting of shareholders at which directors are to be elected that has been previously adjourned for lack of a quorum, shall nevertheless constitute a quorum for the purpose of electing directors, although less than a quorum as fixed in this Section, and provided that those shareholders entitled to vote who attend a meeting of shareholders that has been previously adjourned for one or more periods aggregating at least fifteen days because of an absence of a quorum, although less than a quorum as fixed in this Section, shall nevertheless constitute a quorum for the purpose of acting upon any matter set forth in the notice of the meeting if the notice states that those shareholders

who attend the adjourned meeting shall nevertheless constitute a quorum for the purpose of acting upon the matter.

- VOTING. Except in elections for directors, and except as the Business Corporation Law of 1988 shall otherwise provide, whenever any corporate action is to be taken by vote of the shareholders, it shall be authorized upon requiring the affirmative vote of a majority of the votes cast by all the shareholders entitled to vote thereon and, if any shareholders are entitled to vote as a class, upon receiving the affirmative vote of a majority of the votes cast by the shareholders entitled to vote as a class. In each election for directors, the candidates receiving the highest number of votes shall be elected.

8. TELEPHONE PARTICIPATION. One or more shareholders may participate in a meeting of the shareholders by means of conference telephone or similar communications equipment by means of which all shareholders participating in the meeting can hear each other.

9. INFORMAL ACTION. Any action required or permitted to be taken at a meeting of the shareholders or of a class of shareholders may be taken without a meeting upon the written consent of shareholders who would have been entitled to cast the minimum number of votes that would be necessary to authorize the action at a meeting at which all shareholders entitled to vote thereon were present and voting. The consents shall be filed with the Secretary of the corporation. Action taken by less than all of the shareholders entitled to vote thereon, or less than all of a class of shareholders entitled to vote thereon, shall not become effective until after at least ten days' written notice of the action has been given to each shareholder entitled to vote thereon who has not consented thereto.

10. FINANCIAL STATEMENTS. The Board of Directors shall furnish the shareholders with the financial statements specified in Section 1554 of the Business Corporation Law of 1988, except as otherwise provided by that Section.

ARTICLE II BOARD OF DIRECTORS

1. FUNCTIONS GENERALLY. Unless otherwise provided by statute, all powers enumerated in Section 1502 of, and elsewhere in, the Business Corporation Law of 1988 or otherwise vested by law in a business corporation shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, a Board of Directors. The Board of Directors shall have the authority to fix the compensation of directors for their services and a director may be a salaried officer of the corporation.

2. QUALIFICATIONS AND NUMBER. Each director shall be a natural person of full age. A director need not be a shareholder, a citizen of the United States, or a resident of the Commonwealth of Pennsylvania. The initial Board of Directors shall consist of one (1) person. Except for the first Board of Directors, such number may be fixed from time to time by action of the shareholders or of the directors, or, if the number is not so fixed, the number shall be one (1). The number of directors may be increased or decreased by action of shareholders or of the directors.

3. ELECTION AND TERM. The first Board of Directors shall consist of the directors selected by the incorporator. Each initial director shall hold office until the first annual meeting of shareholders and until his successor has been selected and qualified or until his earlier death, resignation, or removal. Thereafter, each director who is selected at an annual meeting of shareholders, and each director who is selected in the interim to fill vacancies and newly created directorships, shall hold office until the next annual meeting of shareholders and until his successor has been elected and qualified or until his earlier death, resignation, or removal. A decrease in the number of directors shall not have the effect of shortening the term of any incumbent director.

4. MEETINGS.

- TIME. Meetings shall be held at such time as the Board shall fix, except that the first meeting of a newly elected Board shall be held as soon after its election as the directors may conveniently assemble.

- PLACE. Meetings shall be held at such place within or without the Commonwealth of Pennsylvania as shall be fixed by the Board.

- CALL. No call shall be required for regular meetings for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, if any, of the President, or of a majority of the directors in office.

- NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER. No notice shall be required for regular meetings for which the time and place have been fixed. Written, oral, or any other mode of notice of the time and place shall be given for special meetings in sufficient time for the convenient assembly of the directors thereat. The notice of any meeting need not specify the business to be transacted at, or the purpose of, the meeting. Any requirement of furnishing a written notice shall be waived by any director who signs a waiver of notice in writing before or after the time stated therein, or who attends the meeting except for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

- QUORUM AND ACTION. A majority of the directors in office shall be necessary to constitute a quorum for the transaction of business. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except as herein otherwise provided, and except as may be otherwise provided by the Business Corporation Law of 1988, acts of a majority of the directors present and voting at a meeting at which a quorum is present shall be the acts of the Board of Directors. When a meeting is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken.

- CHAIRMAN OF THE MEETING. The Chairman of the Board, if any and if present and acting, shall preside at all meetings. Otherwise, the President, if present and acting,

or any other director chosen by the Board, shall preside.

5. REMOVAL OF DIRECTORS BY SHAREHOLDERS. The entire Board of Directors or any individual director may be removed from office in accordance with the provisions of Section 1726 of the Business Corporation Law of 1988. In case the entire Board or any one or more directors be so removed, new directors may be elected at the same meetings.

6. COMMITTEES. The Board of Directors may, by resolution adopted by a majority of the directors in office establish one or more committees, each committee to consist of one or more of the directors of the corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee or for the purposes of any written action by the committee. Any such committee, to the extent provided in such resolution, shall have and may exercise all of the powers and authority of the Board of Directors, except that a committee shall not have any power or authority as to any matter in respect of which the Business Corporation Law of 1988 prohibits the delegation of power or authority to a committee. In the absence or disqualification of a member and alternate member or members of a committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of the absent or disqualified member. No provision of this Article shall be construed as purporting to negate the provisions of subsection (c) of Section 1731 of the Business Corporation Law of 1988.

7. INFORMAL ACTION. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if, prior to or subsequent to the action, a consent or consents thereto by all of the directors in office is filed with the Secretary of the corporation.

8. TELEPHONE PARTICIPATION. One or more directors may participate in a meeting of the Board of Directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

ARTICLE III OFFICERS

The corporation shall have a President, a Secretary, and a Treasurer, or persons who shall act as such, regardless of the name or title by which they may be designated, elected, or appointed and may have such other officers and assistant officers as the Board of Directors shall authorize from time to time. The President and the Secretary shall be natural persons of full age. The Treasurer may be a corporation, but, if a natural person, shall be of full age. The Board of Directors shall elect and fix the compensation of all officers and assistant officers. Unless the Board shall otherwise require, it shall not be necessary for any of the officers of the corporation to be directors. Any number of offices may be held by the same person. The Board of Directors may secure the fidelity of any or all of the officers by bond or otherwise.

The Board of Directors, as soon as may be after its election in each year, shall

elect or appoint a President, a Secretary, and a Treasurer, and from time to time may appoint one or more Vice Presidents and such Assistant Secretaries, Assistant Treasurers, and such other officers, agents, and employees as it may deem proper. The term of office of all officers shall be one year and until their respective successors are elected and qualify or until their earlier death, resignation, or removal.

All officers, as between themselves and the corporation, shall have such authority and perform such duties in the management of the corporation as may be determined by or pursuant to resolutions or orders of the Board of Directors.

Any officer or agent may be removed by the Board of Directors with or without cause. The Board of Directors may fill any vacancy resulting from removal or otherwise.

ARTICLE IV REGISTERED OFFICE - CORPORATE RECORDS

Subject to Section 109 of the Associations Code, the address of the initial registered office of the corporation in the Commonwealth of Pennsylvania is set forth in the original articles of incorporation.

The corporation shall keep at its registered office in the Commonwealth of Pennsylvania or principal place of business wherever situated or at the office of its registrar or transfer agent a share register giving the names and addresses of all shareholders and the number and class of shares held by each.

ARTICLE V CORPORATE SEAL

The corporate seal shall have inscribed thereon the name of the corporation and shall be in such form and contain such other words and/or figures as the Board of Directors shall determine or the law require.

ARTICLE VI FISCAL YEAR

The fiscal year of the corporation shall be fixed, and shall be subject to change, by the Board of Directors.

ARTICLE VII CONTROL OVER BYLAWS

Except as otherwise required by the provisions of the Business Corporation Law of 1988, the authority to adopt, amend, and repeal the Bylaws is expressly vested in the Board of Directors, subject to the power of the shareholders to change such action.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the Bylaws of VELOCITY.NET COMMUNICATIONS, INC., a Pennsylvania corporation, as in effect on the date hereof.

I, Jamie Deuterman, Secretary of VELOCITY.NET COMMUNICATIONS, INC., do hereby certify that the foregoing are the Bylaws of VELOCITY.NET COMMUNICATIONS, INC., adopted by the Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation as of the 1st day of November, 2005.

 _____ (SEAL)
Jamie Deuterman, Secretary

Local Exchange Telephone Service

REGULATIONS AND SCHEDULES OF CHARGES
APPLYING TO LOCAL EXCHANGE/INTEREXCHANGE/ACCESS
COMMUNICATIONS SERVICES WITHIN
THE COMMONWEALTH OF PENNSYLVANIA

Provided by

Velocity.net Communications, Inc

2503 W 15th St Suite 10
Erie, PA 16505-4564

ISSUED:

EFFECTIVE:

Issued By: Joel Deuterman
Velocity.net Communications, Inc.
2503 W 15th St Suite 10
Erie, PA 16505-4564

Local Exchange Telephone Service

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION LEVEL</u>	<u>SHEET</u>	<u>REVISION LEVEL</u>
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
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21	Original		
22	Original		
23	Original		
24	Original		
25	Original		

ISSUED:

EFFECTIVE:

Issued By:

Joel Deuterman
Velocity.net Communications, Inc.
2503 W 15th St Suite 10
Erie, PA 16505-4564

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TARIFF FORMAT

- A. 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 3 and 4 would be numbered 3.1.
- B. Page Revision Numbers – Revision numbers also appear in the upper-right corner of the Page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 4 cancels 3rd Revised Page 4.
- C. Paragraph Numbering Sequence – Paragraphs in this tariff are numbered. Each level of numbers is subservient to the next higher level. For example,

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)

Check Sheet – 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 sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). 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:

EFFECTIVE:

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Velocity.net Communications, Inc.
2503 W 15th St Suite 10
Erie, PA 16505-4564

Local Exchange Telephone Service

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of local exchange service by Velocity.net Communications, Inc. within the Commonwealth of Pennsylvania and subject to the jurisdiction of the Pennsylvania Public Utility Commission.

ISSUED:

EFFECTIVE:

Issued By:

Joel Deuterman
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Local Exchange Telephone Service

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Access Line – An arrangement which connects the customer’s location to a switching center or point of presence.

Authorized User – A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company’s service.

Carrier or Company – Whenever user in this tariff, “Carrier” or “Company” refers to Velocity.net Communications, Inc., unless otherwise specified or clearly indicated by the context.

CLEC – A new Local Exchange Carrier authorized under the 1996 Telecommunications Act.

Commission – Commonwealth of Pennsylvania Public Utility Commission.

Customer – The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company’s tariff.

Exchange Access Line – The serving central office line equipment and all Company plant facilities up to and including the Company provided Standard Network Interface. These facilities are Company provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariff user offering selected by the Customer. Exchange access lines are subject to non-recurring charges, as specified in Section 4 of this tariff.

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Local Exchange Telephone Service

Facilities Based CLEC – A CLEC which had the capability to make use of Unbundled Network Elements of the ILEC or other LEC's to provide services to Customers; usually this involves a significant investment in facilities and technical expertise.

ILEC – The incumbent Local Exchange Carrier.

LEC – Local Exchange Carrier.

Local Exchange Services – Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Reseller – A CLEC which offers service to Customer principally by purchasing those services from other Local Exchange Carriers.

Resold Local Exchange Services – A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company provided usage services, miscellaneous services or interstate/international services.

Station-to-Station Calling – A service whereby the originating End User request the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone company issued Calling Card or to an authorized Credit Card are Operator Station Calls unless the call is placed on a Person-to-person basis. Automated Calling Card calls are not Operator Station calls. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Person-to-Person Calling – An operator assisted service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. Charges may be billed to the called party, a third number, a credit card, a calling card or designated third party station.

Unbundled Network Elements – Components of the telephone network made available to CLEC's under the 1996 Telecommunication Act.

ISSUED:

EFFECTIVE:

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Local Exchange Telephone Service

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company services offered pursuant to this tariff are furnished for Local Exchange Service among specified point within a Local Calling Area. The Company will offer these services over a combination of Unbundled Network Elements, Resold Facilities, and the Company's own Facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of the provisions of this tariff, or in violation of the law.

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Erie, PA 16505-4564

Local Exchange Telephone Service

- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service of facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service of facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

2.3 Use

Service provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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2.4 Liabilities of the Company

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special, or consequential damage) for defamation, libel, slander, invasion, infringement of unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff, or for any act of omission of the Customer, or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use of removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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Local Exchange Telephone Service

2.5 Deposits

The Company may require a Deposit before Service is installed. This determination will be based upon routine credit and relationship examination. Should a deposit be required, it will not exceed two months of recurring cost for the Services being installed. Any Customer deposits held by the Company shall accrue interest as prescribed in 52 Pa. §§64.31-64.41.

2.6 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.7 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.8 Payment for Service

The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Pennsylvania Public Utility Commission.

The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within thirty (30) days of the date of the invoice. Billing inquiries may be made in writing, in person, by email, or by telephone. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice. If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Pennsylvania Public Utility Commission's Bureau of Consumer Services for final resolution.

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2.9 Late Payment Charge

The Company will assess a 1.25% charge/month for late payment on unpaid balances. A payment is considered late as of the 1st day of the month following the month in which the Customer is invoiced (or 28 days from the date of the Invoice, whichever is greater). No late fees shall be assessed on late payment penalties – only services. Payments shall be applied 1st to unpaid balances, 2nd to unpaid late fees.

2.10 Terms

Service is offered on a one year automatically renewing term basis.

2.11 Cancellation by Customer

Customer may cancel service by providing written or oral notice to the Company.

2.12 Cancellation Fees

Early cancellation shall incur a fee equal to 50% of remaining payments.

2.13 Interconnection

Service furnished by the Company may be connected with the service of facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

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Local Exchange Telephone Service

2.14 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given proper notification to comply with any rule or remedy and deficiency:

- 2.14.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.14.2 For user of telephone service for any other property or purpose than that described in the application.
- 2.14.3 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- 2.14.4 For non-compliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided ten days written notice is give before termination.
- 2.14.5 For non-payment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without seven days written notice to the Customer, except in extreme cases.
- 2.14.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

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Local Exchange Telephone Service

- 2.14.7 Without notice in the event of tampering with the equipment or services owned by the Company or its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the commission.
- 2.14.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.
- 2.14.9 Without notice by reason for any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

2.15 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission regarding specific promotions and contests.

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Local Exchange Telephone Service

2.16 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to a general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer provided or Company provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

2.17 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and account expenses. Customer is also responsible for recovery costs of Carrier provided equipment and any expenses required for repair or replacement of damaged equipment.

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2.18 Returned Check Charges

A fee of \$20.00 may be charged for each check returned for insufficient funds.

2.19 Service Implementation

Absent a promotional offering, service implementation charges of \$10.00 per service order will apply to new service orders or to orders to change existing service after initial installation.

2.20 Reconnection Charge

The Company will charge a reconnection fee as set forth in this tariff.

2.21 Operator Service Rules

The Company will enforce the operator service rules specified by the Commission and by the FCC.

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Local Exchange Telephone Service

2.22 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay service for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

2.23 Access to Carrier of Choice

End users of the Company's local service shall have the right to select the inter-exchange telecommunications service provider (IC) of their choice. The IC should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. The Company should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

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Local Exchange Telephone Service

2.24 Directory Listings

- 2.24.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.
- 2.24.2 The rates and regulation specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.
- 2.24.3 The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as result of publication of such listings in the directories.
- 2.24.4 The Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when in, its sole judgment, such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the customer cannot provide satisfactory evidence that he is authorized to do business as requested.
- 2.24.5 The Company reserves the right to limit the length of any listing to one line in the directly by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.
- 2.24.6 Generally, the listed address is the location of the Customer's business or residence where applicable.

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Local Exchange Telephone Service

- 2.25 Universal Emergency Telephone Number Service (911, E911)
- 2.25.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunction in the service, nor does the Company undertake such responsibility.
- 2.25.2 911 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.
- 2.25.3 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.
- 2.25.4 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.
- 2.25.5 The Company assumes no liability for any infringement, or invitation of any right of privacy of any person or person 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 losses 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 or 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, of 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 negligence other wrongful act of the Public Safety Agency, its users, agencies, or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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Local Exchange Telephone Service

SECTION 3 – DESCRIPTION OF SERVICE

3.1 Local Service Area

The Company will provide complex digital service throughout the state on a case by case basis.

3.2 Product Descriptions

3.2.1 Complex Digital Service. The company provides high-capacity digital circuits to its customers (24 voice/digital paths per 1.544 Mhz circuit). Customer's equipment must be able to handle the Company's SS7 signaling. Service also requires a Point to Point Access Loop (may be provided by the Customer). Service also requires a means to relay SS7 signaling, usually a Point to Point Access Loop.

3.2.2 Point to Point Access Loop. The company provides point to point T1 (1.544 Mhz) access loops throughout the Commonwealth of Pennsylvania.

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Local Exchange Telephone Service

SECTION 4 – RATES

4.1 Complex Digital Service

4.1.1 Monthly Charge

1st circuit: \$450/month
2nd circuit: \$350/month
3rd – up circuit: \$250/month

4.1.2 Installation Charge

\$300/circuit

4.1.3 Other Charges

This service requires a Point to Point Access Loop. Customer may provide loop, or Company can provide loop.

4.2 Point to Point Access Loop.

4.2.1 Monthly Charge

Case by case basis depending upon mileage and costs to Company.

4.2.2 Installation Charge

\$300/loop.

Or a case by case basis depending upon costs to Company.

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4.3 Late Fees

1.25%/month. No late fees on unpaid late fees. Late fee is assessed each month on unpaid balance – not including unpaid late fees. Payments are applied toward unpaid balances before late fees.

4.4 Returned Check Charge

\$20 per check

4.5 Reconnection Charge (if reconnected within 14 days)

\$100/circuit or loop.

4.6 Early Cancellation Fees

Services cancelled by Customer, or terminated by Company, before the end of the Term shall be billed 50% of the amount which would have been billed if the service had remained for the full Term.

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SECTION 5 – Individual Case Basis

5.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case by case basis in response to a bona fide special request from a Customer or prospective Customer to develop a bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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Velocity.net Communications, Inc.
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SECTION 6 – BILL CONTENTS

6.1 Bill Contents

The Company's customer bills contain the following information:

1. Name and address of the Company
 Address for Correspondence
 Address for Remittance
2. Customer Service/Billing Inquiry telephone number.
3. Name and Address of Customer
4. Bill Date
5. Due Date
6. All Account Numbers
7. Invoice Number
8. Detail of Charges (including taxes)
9. Summary of Charges

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SECTION 7 – PENNSYLVANIA PUBLIC UTILITY COMMISSION

7.1 Address of the Pennsylvania Public Utility Commission

Pennsylvania Public Utility Commission
Commonwealth Keystone Building
Second Floor – Room N201
Harrisburg, PA 17120

7.2 Telephone Numbers of the Pennsylvania Public Utility Commission Bureau of Consumer Services

800-782-1110 (Direct)
717-783-5659 (Fax)

7.3 Web site address of Pennsylvania Public Utility Commission

www.puc.state.pa.us

ISSUED:

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Erie, PA 16505-4564

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AMERICAN
CLEC

April 13, 2006

A-311409F0002

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APR 13 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Pa. Public Utility Commission
Commonwealth Keystone Building
Second Floor – Room N201
Harrisburg, PA 17120

Dear Mr. McNulty:

On behalf of Velocity.Net Communications, Inc., AmericanCLEC is submitting this filing to obtain certification to operate as a CLEC in the state of Pennsylvania. I am confident that you will find all guidelines have satisfactorily been met.

American CLEC is a telecommunications consulting company that is consulting Velocity.Net Communications, Inc. in all aspects of its development and operations as a CLEC.

Any communications should be directed to Dan Cribbs with American CLEC, during the certification process.

Sincerely,

D C

Dan Cribbs
Account Manager
502-815-7163
Dan@AmericanCLEC.com

DOCUMENT
FOLDER

Enclosures

87

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APR 13 2006

PUC-377
Rev. 01/06

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ORIGINAL

Application of:

_Velocity.Net Communications, Inc _____, t/a _____,

for approval to offer, render, furnish or supply telecommunications services to the public in the Commonwealth of Pennsylvania.

A-311409F0002

1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number, and fax number of the Applicant.

Velocity.Net Communications, Inc
2503 W 15th St
Suite 10
Erie, PA 16505-4564
814-833-9111
814-835-0009 Fax

DOCUMENT
FOLDER

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

Velocity.Net/SOFTEK, Inc
2503 W 15th St
Suite 10
Erie, PA 16505-4564
814-833-9111

2. **ATTORNEY:** The name, address, telephone number, and fax number of the Applicant's attorney.

Keith Wood
235 North Edgeworth Street
Greensboro, NC 27401
336-478-1185
336-273-7885 Fax

DOCKETED
MAY 22 2006

3. **CONTACTS:**

A) **APPLICATION:** The name, title, address, telephone number, and fax number of the person to whom questions about this application should be addressed.

Daniel Cribbs CLEC Consultant

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PUC-377
Rev. 01/06

1048 East Chestnut St
Louisville, KY 40204
502-815-7163
502-815-7001 Fax

APR 13 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

B) **PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA):** The name, title, address, telephone number and FAX number of the person with whom contact should be made by PEMA (Pennsylvania Emergency Management Agency).

Matt Wiertel Customer Service Manager
2503 W 15th St
Suite 10
Erie, PA 16505-4564
814-833-9111 X356
814-835-0009 Fax

C) **RESOLVING COMPLAINTS:** Name, address, telephone number, and FAX number of 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.

Matt Wiertel Customer Service Manager
2503 W 15th St
Suite 10
Erie, PA 16505-4564
814-833-9111 X356
814-835-0009 Fax

Joel Deuterman General Manager
2503 W 15th St
Suite 10
Erie, PA 16505-4564
814-833-9111 X201
814-835-0009 Fax

4. **FICTITIOUS NAME:**

- The Applicant will not be using a fictitious name.
- The Applicant will be using a fictitious name. Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

5. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**

- The Applicant is a sole proprietor.
- The Applicant is a:
 - General partnership
 - Domestic limited partnership (15 Pa. C.S. §8511)
 - *Foreign limited partnership (15 Pa. C.S. §8582)
 - Domestic registered limited liability partnership (15 Pa. C.S. §8201)

*Foreign registered limited liability general partnership (15 Pa. C.S. §8211)

*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

Attach to the application the name and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above.

5. (Continued)

✓ The Applicant is a:

✓ Domestic corporation (15 Pa. C.S. §1306)

*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 name and address of Corporate Registered Office Provider or Registered Office within PA.

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

The Applicant is incorporated in the State of ___Pennsylvania___.

Give name and address of officers:

**Joel Deuterman General Manager
2503 W 15th St
Suite 10
Erie, PA 16505-4564
814-833-9111 X201
814-835-0009 Fax**

6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

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

- ✓ The Applicant has affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

If the Applicant or an affiliate has predecessors who have done business within Pennsylvania, give name and address of the predecessors and state whether they were jurisdictional public utilities. Give the docket numbers for the authority of such predecessors.

Velocity.Net/SOFTEK, Inc
2503 W 15th St
Suite 10
Erie, PA 16505-4564
814-833-9111

It is not a jurisdictional public utility

7. AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA:

- ✓ The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.
- The Applicant has affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. Name and address of the affiliates and predecessors (please identify affiliates versus predecessors).

8. APPLICANT'S PRESENT OPERATIONS: (Select and complete the appropriate statement)

- ✓ The applicant is not presently doing business in Pennsylvania as a public utility.
- The applicant is presently doing business in Pennsylvania as a:
 - Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
 - Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
 - Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
 - Competitive Local Exchange Carrier:

- Facilities-Based
- UNE-P
- Data Only
- Reseller
- Incumbent Local Exchange Carrier.
- Other (Identify).

9. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as:

- Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- ✓ Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
- ✓ Competitive Local Exchange Carrier:
 - ✓ Facilities-based
 - UNE-P
 - ✓ Data Only
 - Reseller
- Incumbent Local Exchange Carrier
- Other (Identify).

10. **PROPOSED SERVICES:** Describe in detail the services which the Applicant proposes to offer. If proposing to provide more than one category in Item #9, clearly and separately delineate the services within each proposed operation. If proposing to operate as a facilities-based Competitive Local Exchange Carrier, provide a brief description of the Company's facilities.

Applicant will provide Internet data circuits to Internet Service Providers and their customers. This will be a data-only CLEC providing data service out of Alltel Pennsylvania, Inc and Verizon Pennsylvania, Inc collocation facilities.

Applicant will provide statewide point-to-point services as a Competitive Access Provider.

11. **SERVICE AREA:** Describe the geographic service area in which the Applicant proposes to offer services. Clearly and separately delineate the service territory for each category listed in Item #9. For Competitive Local Exchange Carrier operations, you must name and serve the Incumbent Local Exchange Carriers in whose territory you request authority.

Applicant will provide data-only services in Alltel Pennsylvania, Inc and Verizon Pennsylvania, Inc LATAs.

Applicant as a Competitive Access Provider will provide service statewide.

12. **MARKET:** Describe the customer base to which the Applicant proposes to market its services. Clearly and separately delineate a market for each category listed in Item #9.

Application will sell data circuits to Internet Service Providers and their customers as a Competitive Local Exchange Carrier.

Applicant will provide point to point services as a Competitive Access Provider to customers.

13. **PROPOSED TARIFF(S):** Each category of proposed operations must have a separate and distinct proposed tariff setting forth the rates, rules and regulations of the Applicant. Every proposed tariff shall state on its cover page the nature of the proposed operations described therein, i.e., IXC Reseller, CLEC, CAP, or IXC Facilities-based. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377.

14. **FINANCIAL: *Attach the following to the Application:***

A general description of the Applicant's capitalization and, if applicable, its corporate stock structure;

Current balance sheet, Income Statement, and Cash Flow Statement of Applicant or Affiliated Company, if relying on affiliate for financial security;

A tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania; provide the name, title, address, telephone number and fax number of the Applicant's custodian for its accounting records and supporting documentation; and indicate where the Applicant's accounting records and supporting documentation are, or will be, maintained.

If available, include bond rating, letters of credit, credit reports, insurance coverage and reports, and major contracts.

15. **START DATE:** *The Applicant proposes to begin offering services on or about*
 June 1, 2006 .

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.

17. NOTICE: Pursuant to 52 Pa. Code §5.14, you are required to serve a copy of the signed and verified Application, with attachments, on the below-listed parties, and file proof of such service with this Commission:

Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

A certificate of service must be attached to the Application as proof of service that the Application has been served on the above-listed parties. A copy of any Competitive Local Exchange Carrier Application must also be served on any and/or all Incumbent Local Exchange Carrier(s) in the geographical area where the Applicant proposes to offer services.

18. 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

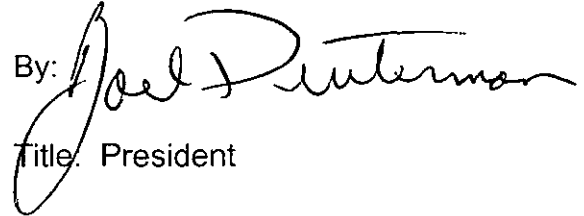
19. COMPLIANCE: State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, limited to proceedings dealing with business operations in the last 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.

20. FALSIFICATION: The Applicant understands that the making of false statement(s) 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.

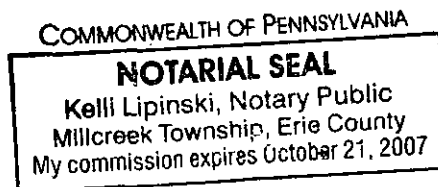
21. **CESSATION:** The Applicant understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

Applicant: Joel Deuterman

Velocity.Net Communications, Inc.

By: 
Title: President

City/County of Erie
Commonwealth of Pennsylvania
Subscribed and sworn to before me, in my presence,
this 27th day of March, 2006
by Joel Deuterman
Kelli Lipinski Notary Public
My commission expires Oct. 21st, 2007.



22. **AFFIDAVIT:** Attach to the Application an affidavit as follows:

AFFIDAVIT

[Commonwealth/State] of Pennsylvania :
 : ss.
County of Erie :

Joel Deuterman, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

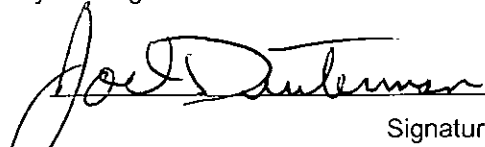
Affiant is the President (Office of Affiant) of Velocity.Net Communications, Inc. (Name of Applicant,)

That Affiant is authorized to and does make this affidavit for said corporation;

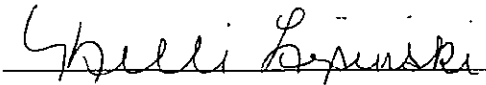
That Velocity.Net Communications, Inc , the Applicant herein, acknowledges that [he/she/it] may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth 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 Velocity.Net Communications, Inc, the Applicant herein, asserts that Affiant] 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.

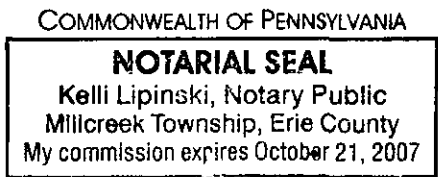
That the facts above set forth are true and correct] to the best of [Affiant knowledge, information and belief, and that Affiant expects said entity to be able to prove the same at any hearing thereof.


Signature of Affiant

Sworn and subscribed before me this 27th day of March, 2006.
Month Year


Signature of official administering oath

My Commission expires October 21st, 2007.



23. §1.36 Verification.

RECEIVED

APR 13 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Verification

I, Joel Deuterman, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief), and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

March 27th, 2006
Date

Joel Deuterman
Signature

City/County of Erie
Commonwealth of Pennsylvania
Subscribed and sworn to before me, in my presence,
this 27th day of March, 2006
by Joel Deuterman
Kelli Lipinski Notary Public
My commission expires Oct. 21st, 2007

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Kelli Lipinski, Notary Public
Millcreek Township, Erie County
My commission expires October 21, 2007

Proposed Tariffs

Velocity.net Communications, Inc. Tariff

REGULATIONS AND SCHEDULES OF CHARGES
APPLYING TO COMPETITIVE LOCAL EXCHANGE CARRIER
WITHIN THE SERVICE AREAS OF
VERIZON PENNSYLVANIA, INC. AND ALLTEL PENNSYLVANIA, INC. IN
THE COMMONWEALTH OF PENNSYLVANIA

DATA ONLY SERVICE

The Company's tariff is in concurrence with all applicable State and Federal Law as (including, but not limited to 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and regulations and Orders. Any provisions contained in this tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and suspended.

Provided By

Velocity.net Communications, Inc.

2503 W 15th St Suite 10
Erie, PA 16505-4564

ISSUED:

EFFECTIVE:

Issued By: Joel Deuterman, General Manager
Velocity.net Communications, Inc.
2503 W 15th St Suite 10
Erie, PA 16505-4564

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION LEVEL</u>	<u>SHEET</u>	<u>REVISION LEVEL</u>
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
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TARIFF FORMAT

- A. 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 3 and 4 would be numbered 3.1.
- B. Page Revision Numbers – Revision numbers also appear in the upper-right corner of the Page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 4 cancels 3rd Revised Page 4.
- C. Paragraph Numbering Sequence – Paragraphs in this tariff are numbered. Each level of numbers is subservient to the next higher level. For example,
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)

Check Sheet – 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 sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). 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:**EFFECTIVE:**

Issued By: Joel Deuterman, General Manager
Velocity.net Communications, Inc.
2503 W 15th St Suite 10
Erie, PA 16505-4564

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of local exchange service by Velocity.net Communications, Inc. within the Commonwealth of Pennsylvania Service Areas of Verizon Pennsylvania, Inc. and Alltel Pennsylvania, Inc. and subject to the jurisdiction of the Pennsylvania Public Utility Commission.

ISSUED:

EFFECTIVE:

Issued By: Joel Deuterman, General Manager
Velocity.net Communications, Inc.
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Explanation of Symbols

- (D) To signify “discontinued” material.
- (I) To signify an “increase” in the rate or charge.
- (C) To signify a “change in text, but no change in rate or regulation.”

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TECHNICAL TERMS AND ABBREVIATIONS

Access Line – An arrangement which connects the customer’s location to a switching center or point of presence.

Authorized User – A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company’s service.

Carrier or Company – Whenever user in this tariff, “Carrier” or “Company” refers to Velocity.net Communications, Inc. , unless otherwise specified or clearly indicated by the context.

CLEC – A Competitive Local Exchange Carrier authorized under the 1996 Telecommunications Act.

Commission – Commonwealth of Pennsylvania Public Utility Commission

Customer – The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company’s tariff.

Exchange Access Line – The serving central office line equipment and all Company plant facilities up to and including the Company provided Standard Network Interface. These facilities are Company provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariff user offering selected by the Customer. Exchange access lines are subject to non-recurring and monthly charges, as specified in Section 4 of this tariff.

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Facilities Based CLEC – A CLEC which had the capability to make use of Unbundled Network Elements of the ILEC or other CLEC's to provide services to Customers; usually this involves a significant investment in *facilities and technical* expertise.

ILEC – The incumbent Local Exchange Carrier.

LEC – Local Exchange Carrier.

Local Exchange Services – Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Reseller CLEC– A CLEC which offers service to Customer principally by purchasing those services from other Local Exchange Carriers.

Resold Local Exchange Services – A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company provided usage services, miscellaneous services or interstate/international services.

Station-to-Station Calling – A service whereby the originating End User request the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone company issued Calling Card or to an authorized Credit Card are Operator Station Calls unless the call is placed on a Person-to-person basis. Automated Calling Card calls are not Operator Station calls. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Person-to-Person Calling – An operator assisted service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. Charges may be billed to the called party, a third number, a credit card, a calling card or designated third party station.

Unbundled Network Elements – Components of the telephone network made available to CLEC's under the 1996 Telecommunication Act.

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SECTION 1 – RULES AND REGULATIONS**2.1 Undertaking of the Company**

The Company services offered pursuant to this tariff are furnished for Local Exchange Service among specified points within a Local Calling Area. The Company will offer these services over a combination of Unbundled Network Elements, Resold Facilities, and the Company's own Facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of the provisions of this tariff, or in violation of the law.

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-
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service of facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service of facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

2.3 Use

Service provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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Erie, PA 16505-4564

2.4 Liabilities of the Company

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special, or consequential damage) for defamation, libel, slander, invasion, infringement of unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff, or for any act of omission of the Customer, or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use of removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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Velocity.net Communications, Inc.
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2.5 Deposits

The Company may require a Deposit before Service is installed. This determination will be based upon routine credit and relationship examination. Should a deposit be required, it will not exceed two months of recurring cost for the Services being installed.

2.6 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.7 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.8 Payment for Service

The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Commonwealth of Pennsylvania Public Utility Commission.

The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within thirty (30) days of the date of the invoice. Billing inquiries may be made in writing, in person, by email, or by telephone. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice. If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Pennsylvania Public Utility Commission's Bureau of Consumer Services for final resolution.

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Issued By: Joel Deuterman, General Manager
Velocity.net Communications, Inc.
2503 W 15th St Suite 10
Eric, PA 16505-4564

2.9 Late Payment Charge

The Company will assess a 1.5% charge/month for late payment on unpaid balances. A payment is considered late as of the 1st day of the month following the month in which the Customer is invoiced (or 28 days from the date of the Invoice, whichever is greater). No late fees shall be assessed on late payment penalties – only services. Payments shall be applied 1st to unpaid balances, 2nd to unpaid late fees.

2.10 Terms

Service is offered on a one year automatically renewing term basis.

2.11 Cancellation by Customer

Customer may cancel service by providing written or oral notice to the Company.

2.12 Cancellation Fees

Early cancellation shall incur a fee equal to 50% of remaining payments.

2.13 Interconnection

Service furnished by the Company may be connected with the service of facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment of facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

ISSUED:

EFFECTIVE:

Issued By: Joel Deuterman, General Manager
Velocity.net Communications, Inc.
2503 W 15th St Suite 10
Erie, PA 16505-4564

2.14 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given proper notification to comply with any rule or remedy and deficiency:

- 2.14.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.14.2 For user of telephone service for any other property or purpose than that described in the application.
- 2.14.3 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- 2.14.4 For non-compliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided ten days written notice is give before termination.
- 2.14.5 For non-payment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without seven days written notice to the Customer, except in extreme cases.
- 2.14.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

ISSUED:

EFFECTIVE:

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Velocity.net Communications, Inc.
2503 W 15th St Suite 10
Erie, PA 16505-4564

-
- 2.14.7 Without notice in the event of tampering with the equipment or services owned by the Company or its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the commission.
- 2.14.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.
- 2.14.9 Without notice by reason for any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

2.15 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to a general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal.

2.16 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and account expenses. Customer is also responsible for recovery costs of Carrier provided equipment and any expenses required for repair or replacement of damaged equipment.

ISSUED:

EFFECTIVE:

Issued By:Joel Deuterman, General Manager
Velocity.net Communications, Inc.
2503 W 15th St Suite 10
Erie, PA 16505-4564

2.17 Returned Check Charges

A fee of \$20.00 may be charged for each check returned for insufficient funds.

2.18 Service Implementation

Absent a promotional offering, service implementation charges of \$10.00 per service order will apply to new service orders or to orders to change existing service after initial installation.

2.19 Reconnection Charge

The Company will charge a reconnection fee as set forth in this tariff.

2.20 Operator Service Rules

The Company will enforce the operator service rules specified by the Commission and by the FCC.

2.21 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay service for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

ISSUED:

EFFECTIVE:

Issued By: Joel Deuterman, General Manager
Velocity.net Communications, Inc.
2503 W 15th St Suite 10
Erie, PA 16505-4564

2.22 Directory Listings

- 2.22.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.
- 2.22.2 The rates and regulation specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's *telephone number* and as an aid to the use of telephone service.
- 2.22.3 The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as result of publication of such listings in the directories.
- 2.22.4 The Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when in, its sole judgement, such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the customer cannot provide satisfactory evidence that he is authorized to do *business as requested*.
- 2.22.5 The Company reserves the right to limit the length of any listing to one line in the directly by use of abbreviations when, in its sole judgement, the clearness of the listing and the identification of the subscriber is not impaired.
- 2.22.6 Generally, the listed address is the location of the Customer's business or residence where applicable.

ISSUED:

EFFECTIVE:

Issued By: Joel Deuterman, General Manager
Velocity.net Communications, Inc.
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Erie, PA 16505-4564

-
- 2.22.7 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunction in the service, nor does the Company undertake such responsibility.
- 2.22.8 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.
- 2.22.9 The Company assumes no liability for any infringement, or invitation of any right of privacy of any person or person 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 losses 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 or 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, of 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 negligence other wrongful act of the Public Safety Agency, its users, 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:

EFFECTIVE:

Issued By: Joel Deuterman, General Manager
Velocity.net Communications, Inc.
2503 W 15th St Suite 10
Erie, PA 16505-4564

SECTION 3 – DESCRIPTION OF SERVICE

3.1 Local Service Area

The Company will provide complex digital service throughout the areas certificated in Verizon Pennsylvania, Inc. and Alltel Pennsylvania, Inc. on a case by case basis.

3.2 Product Descriptions

3.2.1 Complex Digital Service. The company provides high-capacity digital circuits to its customers (24 voice/digital paths per 1.544 Mhz circuit). Customer's equipment must be able to handle the Company's SS7 signaling. Service also requires a Point to Point Access Loop (may be provided by the Customer). Service also requires a means to relay SS7 signaling, usually a Point to Point Access Loop.

3.2.2 Point to Point Access Loop. The company provides point to point T1 (1.544 Mhz) access loops throughout the areas certificated in Verizon Pennsylvania, Inc. and Alltel Pennsylvania, Inc..

ISSUED:

EFFECTIVE:

Issued By: Joel Deuterman, General Manager
Velocity.net Communications, Inc.
2503 W 15th St Suite 10
Erie, PA 16505-4564

SECTION 4 – RATES

4.1 Complex Digital Service

4.1.1 Monthly Charge

1st circuit: \$450/month
2nd circuit: \$350/month
3rd – up circuit: \$250/month

4.1.2 Installation Charge

\$300/circuit

4.1.3 Other Charges

This service requires a Point to Point Access Loop. Customer may provide loop, or Company can provide loop.

4.2 Point to Point Access Loop.

4.2.1 Monthly Charge

Case by case basis depending upon mileage and costs to Company.

4.2.2 Installation Charge

\$300/loop.

Or a case by case basis depending upon costs to Company.

ISSUED:

EFFECTIVE:

Issued By: Joel Deuterman, General Manager
Velocity.net Communications, Inc.
2503 W 15th St Suite 10
Erie, PA 16505-4564

4.3 Late Fees

1.5%/month. No late fees on unpaid late fees. Late fee is assessed each month on unpaid balance – not including unpaid late fees. Payments are applied toward unpaid balances before late fees.

4.4 Returned Check Charge

\$20 per check

4.5 Reconnection Charge (if reconnected within 14 days)

\$100/circuit or loop.

4.6 Early Cancellation Fees

Services cancelled by Customer, or terminated by Company, before the end of the Term shall be billed 50% of the amount which would have been billed if the service had remained for the full Term.

ISSUED:

EFFECTIVE:

Issued By:Joel Deuterman, General Manager
Velocity.net Communications, Inc.
2503 W 15th St Suite 10
Erie, PA 16505-4564

SECTION 5 – Individual Case Basis

5.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case by case basis in response to a bona fide special request from a Customer or prospective Customer to develop a bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

ISSUED:

EFFECTIVE:

Issued By: Joel Deuterman, General Manager
Velocity.net Communications, Inc.
2503 W 15th St Suite 10
Erie, PA 16505-4564

SECTION 6 – BILL CONTENTS

6.1 Bill Contents

The Company's customer bills contain the following information:

1. Name and address of the Company
Address for Correspondence
Address for Remittance
2. Customer Service/Billing Inquiry telephone number.
3. Name and Address of Customer
4. Bill Date
5. Due Date
6. All Account Numbers
7. Invoice Number
8. Detail of Charges (including taxes)
9. Summary of Charges

ISSUED:

EFFECTIVE:

Issued By: Joel Deuterman, General Manager
Velocity.net Communications, Inc.
2503 W 15th St Suite 10
Erie, PA 16505-4564

SECTION 7 -- STATE PUBLIC UTILITY COMMISSION

7.1 Address of the State Public Utility Commission

Pa. Public Utility Commission
Commonwealth Keystone Building
Second Floor – Room N201
Harrisburg, PA 17120

7.2 Telephone Numbers of the State Public Utility Commission
717-787-6982 (General)

7.3 Web site address of State Public Utility Commission

<http://www.puc.state.pa.us/>

ISSUED:

EFFECTIVE:

Issued By: Joel Deuterman, General Manager
Velocity.net Communications, Inc.
2503 W 15th St Suite 10
Erie, PA 16505-4564

AMERICAN CLEC

A-311409F0002

I hereby certify that I have served a true copy of the service application upon the participants, listed below, in accordance with the requirements of § 1.54.

Verizon Pennsylvania, Inc.
4th Floor Strawberry Square
Harrisburg, PA 17101

Alltel Pennsylvania, Inc.
1 Allied Drive
Little Rock, AR 72202

Dated this 3rd day of May, 2006

D. J. C.
Daniel Cribbs

Counsel for
Velocity.net Communications, Inc.

DOCUMENT
FOLDER

DOCKETED

MAY 22 2006

RECEIVED

MAY 03 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

I've included the ILEC form of Certificate of Service required for Velocity.net
Communication, Inc's application for CLEC status.

Best Regards,

A handwritten signature in black ink, appearing to read "D. Cribbs". The signature is written in a cursive style with a large initial "D" and a distinct "C" at the end.

Daniel Cribbs
AmericanCLEC

DATE: May 22, 2006

SUBJECT: A-311409
A-311409F0002

DOCUMENT
FOLDER

TO: Bureau of Fixed Utility Services

FROM: James J. McNulty, Secretary *ddt*

Application of Velocity.Net Communications, Inc.

We attach hereto a copy of the Application of Velocity.Net Communications, Inc., for approval to provide telecommunication services as a Competitive Access Provider and as a Facilities-Based Data-Only Competitive Local Exchange Carrier to the public in the service territories of Verizon PA and Alltel PA, which has been captioned and docketed to the above numbers.

The Protest period for this application has expired.

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

ddt

Attachments

DOCKETED

MAY 22 2006

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

IN REPLY PLEASE
REFER TO OUR FILE

A-311409
A-311409F0002

May 22, 2006

DANIEL CRIBBS CLEC CONSULTANT
AMERICAN CLEC
1048 EAST CHESTNUT STREET
LOUISVILLE KY 40204

DOCUMENT
FOLDER

Dear Mr. Cribbs:

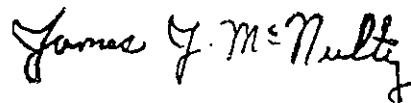
Please be advised that the Application of Velocity.Net Communications, Inc., for approval to supply telecommunications services as a Competitive Access Provider and as a Facilities-Based Data Only Competitive Local Exchange Carrier to the public in the service territories of Verizon Pa and Alltel Pa, 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.

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

Please be advised that Velocity.Net Communications, Inc., now has provisional authority to provide certain telecommunications services in Pennsylvania. However, this provisional authority may be revoked if, upon further Commission review, the application is found to contain deficiencies.

Further, provisional authority carries certain obligations for Competitive Local Exchange Carriers such as filing an Annual Access Line summary Report, as well as collection and remittance of funds to certain entities, e.g., PA Telecommunications Relay Service and County 9-1-1- fee, etc.

Sincerely,



James J. McNulty
Secretary

JJM:ddt

DOCKETED

MAY 22 2006