

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00	:	
2. BUREAU: FUS	:	
3. SECTION(S):	:	
5. APPROVED BY:	:	4. PUBLIC MEETING DATE:
DIRECTOR:	:	00/00/00
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 05/18/99
8. DOCKET NO: A-310824 F0002	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: DSLNET COMMUNICATIONS, LLC

COMP/APP COUNTY:

UTILITY CODE: 310824

ALLEGATION OR SUBJECT

APPLICATION OF DSLNET COMMUNICATIONS, LLC., FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATIONS SERVICES AS A COMPETITIVE LOCAL EXCHANGE CARRIER TO THE PUBLIC IN THE SERVICE AREAS OF BELL ATLANTIC-PA, GTE NORTH, INC SPRINT/UNITED TELEPHONE COMPANY OF PA, AND ALL OTHER AREAS WITHIN THE COMMON-WEALTH THAT IT MAY LAWFULLY PROVIDE SERVICE.

DOCKETED
MAY 25 1999

DOCUMENT
FOLDER

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 8-12-99 JOINT PETITION OF BELL ATLANTIC-PENNSYLVANIA, INC. AND DSL NET COMMU-
 NICATIONS LLC D/B/A DSL.NET FOR APPROVAL OF AN INTERCONNECTION AGREEMENT UNDER
 SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

DOCUMENT
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1. REPORT DATE: 00/00/00 :
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.....
09/22/99 IN THE MATTER OF THE ADOPTION BY DSLNET COMMUNICATIONS LLC OF AN
 INTERCONNECTION AGREEMENT BETWEEN GTE NORTH INCORPORATED AND DAKOTA SERVICES
 LIMITED PURSUANT TO SECTION 252(I) OF THE TELECOMMUNICATIONS ACT OF 1996.

KJR

DOCUMENT
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- 1. REPORT DATE: 00/00
- 2. BUREAU: OSA
- 3. SECTION(S):
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....03/14/00 JOINT APPLICATION FOR APPROVAL OF A MASTER INTERCONNECTION AND RESALE AGREEMENT BETWEEN UNITED TELEPHONE COMPANY OF PENNSYLVANIA D/B/A SPRINT AND DSLNET COMMUNICATIONS, LLC UNDER SECTION 252(A)(1) AND (E) OF THE TELECOMMUNICATIONS ACT OF 1996.....

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MAR 15 2000

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PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: DSLNET COMMUNICATIONS, LLC

COMP/APP COUNTY:

UTILITY CODE: 310824

ALLEGATION OR SUBJECT

APPLICATION OF DSLNET COMMUNICATIONS, LLC., FOR APPROVAL TO OFFER, RENDER,
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...09/19/00 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND DSLNET COMMUNI-
 CATIONS LLC D/B/A DSL.NET FOR APPROVAL OF AMENDMENT NO. 4 TO INTERCONNECTION
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DOCKETED
 SEP 29 2000

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PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: DSLNET COMMUNICATIONS, LLC

COMP/APP COUNTY:

UTILITY CODE: 310824

ALLEGATION OR SUBJECT

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JAN 23 2001

1. REPORT DATE: 0/00/00 :
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PARTY/COMPLAINANT:

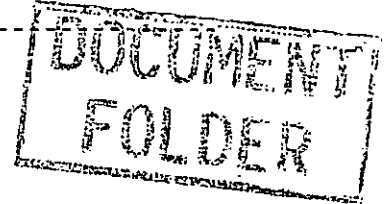
RESPONDENT/APPLICANT: DSLNET COMMUNICATIONS, LLC

KJR

COMP/APP COUNTY:

UTILITY CODE: 310824

ALLEGATION OR SUBJECT



APPLICATION OF DSLNET COMMUNICATIONS, LLC., FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATIONS SERVICES AS A COMPETITIVE LOCAL EXCHANGE CARRIER TO THE PUBLIC IN THE SERVICE AREAS OF BELL ATLANTIC-PA, GTE NORTH, INC SPRINT/UNITED TELEPHONE COMPANY OF PA, AND ALL OTHER AREAS WITHIN THE COMMONWEALTH THAT IT MAY LAWFULLY PROVIDE SERVICE.....

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.....06/27/01 NT APPLICATION OF VERIZON NORTH INC. AND DISTRICT COMMUNICA-
TIONS, LLC FOR APPROVAL OF AN INTERCONNECTION AGREEMENT UNDER SECTION 252 (A)
OF THE TELECOMMUNICATIONS ACT OF 1996.....
.....

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DOCKETED
JUN 27 2001

RECEIVED

MAY 18 1999

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7645
WWW.SWIDLAW.COM

May 18, 1999

ORIGINAL

NEW YORK OFFICE
919 THIRD AVENUE
NEW YORK, NY 10022-9998
(212) 758-9500 FAX (212) 758-9526

VIA OVERNIGHT MAIL

A-310824F0002

Mr. James McNulty, Secretary
Pennsylvania Public Utility Commission
North Office Building, B-20
Corner of North Street & Commonwealth Avenue
Harrisburg, PA 17120

DOCUMENT
FOLDER

Re: Application of DSLnet Communications, LLC

Dear Mr. McNulty:

On behalf of DSLnet Communications, LLC ("DSLnet"), please find the consolidated applications of DSLnet to provide telecommunications services in the Commonwealth of Pennsylvania as a Competitive Access Provider, Competitive Local Exchange Carrier, Reseller of Toll Services and Facilities-based Interexchange Carrier. This filing will replace in its entirety the application mailed by DSLnet to the Commission on January 22, 1999.

At the instruction of Ms. Doreen Trout of the Secretary's Office, we have enclosed an original and two copies for each of the four dockets. Additionally, DSLnet hereby requests confidential treatment of the financial information and projections submitted as Exhibits F and G. An original and one copy of these materials have been enclosed for each docket. At Ms. Trout's direction, we have not resubmitted the filing fee. In the materials mailed by DSLnet to the Commission in January, DSLnet requested that the Commission authorize the payment of one fee for the consolidated applications and enclosed a check in the amount of \$250.00.

Please date stamp the extra copy of this filing and return it in the self-addressed, stamped envelope provided. Should you have questions concerning this filing, please do not hesitate to contact us.

Respectfully submitted,



Lawrence A. Walke
Paul B. Hudson
Counsel for DSLnet Communications, LLC

cc: Wendy Bluemling

ORIGINAL

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

DOCKETED
MAY 25 1999

Application of **DSLnet Communications, LLC** for approval to offer, render, furnish, or supply telecommunication services as a **Reseller of Toll Services** to the public throughout the Commonwealth of Pennsylvania.

Application Docket No.

F
19__ *A-310824*

Application of **DSLnet Communications, LLC** for approval to offer, render, furnish, or supply telecommunication services as a **Facilities-Based Interexchange Carrier** to the public throughout the Commonwealth of Pennsylvania.

Application Docket No.

F
19__ *A-310824F003*

Application of **DSLnet Communications, LLC** for approval to offer, render, furnish, or supply telecommunication services as a **Competitive Local Exchange Carrier** to the public in the service areas of Bell Atlantic-Pennsylvania, Inc., GTE North, Inc., Sprint/United Telephone Co. of Pennsylvania, and all other areas within the Commonwealth of Pennsylvania that it may lawfully provide service.

Application Docket No.

F
19__ *A-310824F002*

**DOCUMENT
FOLDER**

Application of **DSLnet Communications, LLC** for approval to offer, render, furnish, or supply telecommunication services as a **Competitive Access Provider** to the public throughout the Commonwealth of Pennsylvania.

Application Docket No.

F
19__ *A-310824F004*

To the Pennsylvania Public Utility Commission:

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

DSLnet Communications, LLC ("DSLnet")
545 Long Wharf Drive, Fifth Floor
New Haven, Connecticut 06511
Telephone: (203) 772-1000
Facsimile: (203) 624-3612

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MAY 18 1999

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

DSLnet is a limited liability company organized under the laws of the State of Delaware on August 12, 1998. DSLnet has not operated under any other names.

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

Wendy Bluemling, Director of Regulatory Affairs
dsl.net, inc., Sole Member and Managing Entity of
DSLnet Communications, LLC
545 Long Wharf Drive, Fifth Floor
New Haven, Connecticut 06511
Telephone: (203) 782-7440
Facsimile: (203) 624-3612

3. **ATTORNEY:** If applicable, the name, address, telephone number, and FAX number of the Applicant's attorneys are:

Lawrence A. Walke
Paul B. Hudson
Swidler Berlin Shereff Friedman, LLP
3000 K Street, NW, Suite 300
Washington, D.C. 20007-5116
(202) 945-6940 (Tel)
(202) 424-7645 (Fax)

4. **FICTITIOUS NAME:** (select and complete appropriate statement)

The Applicant will be using a fictitious name or doing business as ("d/b/a"):

Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 PA. CONS. STAT. §311, Form PA. - 953.

or

The Applicant will not be using a fictitious name.

5. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:** (select and complete appropriate statement)

The Applicant is a sole proprietor.

If the Applicant is located outside the Commonwealth, provide proof of compliance with 15 PA. CONS. STAT. §4124 relating to Department of State filing requirements.

or

The Applicant is a:

- domestic general partnership (*)
- domestic limited partnership (15 PA. CONS. STAT. §8511)
- foreign general or limited partnership (15 PA. CONS. STAT. §4124)
- domestic limited liability partnership (15 PA. CONS. STAT. §8201)
- foreign limited liability general partnership (15 PA. CONS. STAT. §8211)
- foreign limited liability limited partnership (15 PA. CONS. STAT. §8211)

Provide proof of compliance with appropriate Department of State filing requirements as indicated above.

Give name, d/b/a, 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.

- * If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 PA. CONS. STAT. §4124.

or

The Applicant is a:

- domestic corporation (none)
- foreign corporation (15 PA. CONS. STAT. § 4124)
- domestic limited liability company (15 PA. CONS. STAT. § 8913)
- foreign limited liability company (15 PA. CONS. STAT. § 8981)

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

DSLnet's Certificate of Formation and Authorization to transact business in Pennsylvania are attached hereto as Exhibit A.

DSLnet's sole member and managing entity is dsl.net, inc. As a limited liability company, DSLnet does not have officers. The limited liability company is managed by its sole member, dsl.net, inc. The officers and directors of dsl.net, inc. are:

Paul Sun, Chairman & CTO
David Struwas, President & CEO
Alan Bolduc, Vice President, Operations
Robert Berlin, Executive Director, Strategic Planning
John Jaser, Director, Business Development
Felix Tang, Director, Engineering
Kenneth Shafton, Director, Marketing
Andrea Harrington, Director, Finance
David McPhail, Director, Network Operations
Charles Baumann, Director; Customer Service

Each of the above-referenced representatives may be reached through DSLnet Communications, LLC at:

545 Long Wharf Drive, Fifth Floor
New Haven, Connecticut 06511
- Telephone: (203) 772-1000
Facsimile: (203) 624-3612

6. **AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:** (Select and complete appropriate statement)

Affiliate(s) of the Applicant doing business in Pennsylvania are:

Give name and address of the affiliate(s) and state whether the affiliate(s) are jurisdictional public utilities. Give the docket numbers for the authority of any jurisdictional affiliate(s).

If the Applicant or an affiliate has a predecessor who has done business within Pennsylvania, give name and address of the predecessor(s) and state whether the predecessor(s) were jurisdictional public utilities. Give the docket numbers for the authority of any jurisdictional predecessor(s).

or

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

7. **AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA:** (Select and complete the appropriate statement)

Affiliate(s) of the Applicant rendering public utility service in any jurisdiction other than Pennsylvania are:

Applicant's parent, dsl.net, inc., is also the parent corporation of DSLnet VA, Inc., which has applied to the Virginia State Corporation Commission for authorization to provide telecommunications services in the Commonwealth of Virginia.

Predecessor(s) of the Applicant which rendered public utility service in any jurisdiction other than Pennsylvania are:

Give name and address of the predecessor(s).

or

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

8. **TRANSACTIONS WITH AFFILIATES:** (select and complete the appropriate statement)

Identify any affiliate(s) which provide services to or receive services from the Applicant. Describe the nature of the services and how the transactions between or among affiliates will be handled.

or

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

9. **APPLICANT'S PRESENT OPERATIONS:** (select and complete the appropriate statement)

- The Applicant is presently doing business in Pennsylvania as a jurisdictional public utility pursuant to authority at Docket No. as a:
 - Reseller of Toll Services, e.g., MTS, 1+, 800 & 888, Out WATS, Travel Cards, Debit Cards, etc.
 - Competitive Access Provider, e.g., dedicated point-to-point service or IXC transporter.
 - Interexchange Carrier, e.g., providing toll services as a facilities-based carrier.
 - Competitive Local Exchange Carrier, e.g., providing local exchange service as a facilities-based carrier or as a reseller in an area previously served by an incumbent local exchange carrier.
 - Local Exchange Carrier, providing local exchange service as a facilities-based carrier within a defined service territory.
 - Other. (Identify the nature of public utility service being rendered.)

or

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

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

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

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

Applicant proposes to provide to residential and business consumers all of the services checked in paragraph 10 above, throughout the service areas described in paragraph 12 below. Applicant's services will be available on a full-time basis, twenty-four hours a day, seven days a week. Initially, DSLnet will provide data services only. DSLnet will deploy xDSL technology to provide high-speed, high quality data connections. Subject to demand and overall economic circumstances, Applicant may subsequently offer additional services pursuant to its authorizations and tariffs in Pennsylvania.

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

Applicant proposes to provide resold toll services, facilities-based interexchange services, and competitive access services on a statewide basis. Applicant seeks authority to provide local exchange services in the service areas of Bell Atlantic-Pennsylvania, Inc., GTE North, Inc., Sprint/United Telephone Co. of Pennsylvania, and all other areas within the Commonwealth of Pennsylvania that it may lawfully provide service. DSLnet does not at this time seek to terminate any small or rural LEC exemption claimed by any incumbent carrier in Pennsylvania.

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

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

Applicant's initial marketing focus will be directed at small and medium sized business customers.

14. **INITIAL TARIFF:** Attach to the Application a proposed Initial Tariff setting forth the rates, rules, and regulations of the Applicant. The tariff shall state on its cover sheet the nature of the Applicant's operations as identified in Item 10, above.

Please see Exhibits B, C, D and E.

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

Applicant is a privately-held Delaware limited liability company that has access to the financing and capital necessary to provide the intrastate telecommunications services specified herein. DSLnet is owned and managed by its sole member company, dsl.net, inc. dsl.net, inc.'s financial statements are attached hereto as Exhibit G.

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

Please see Exhibit F.

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

Wendy Bluemling, Director of Regulatory Affairs
DSLnet Communications, LLC
545 Long Wharf Drive, Fifth Floor
New Haven, Connecticut 06511
Telephone: (203) 782-7440
Facsimile: (203) 624-3612

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

DSLnet Communications, LLC
545 Long Wharf Drive, Fifth Floor
New-Haven, Connecticut 06511

16. **START DATE:** The Applicant proposes to begin offering services as soon as feasible following the docketing of this application (approximate date).
17. **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 proceedings before the Commission.

Not applicable.

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

18. **NOTICE:** Pursuant to Section 5.14 of the Commission's Regulations, 52 PA. CODE § 5.14, serve a copy of the signed and verified Application with attachments on the following:

Irwin A. Popowsky
Consumer Advocate
1425 Strawberry Square
Harrisburg, PA 17120

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

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

Office of Trial Staff -- 1 copy
Office of Special Assistants -- 1 copy
Bureau of Consumer Services -- 1 copy
Bureau of Fixed Utility Services -- 1 copy
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 1710-3265

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

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

See the executed affidavit at the end of this application.

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

Not applicable.

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

Neither the Applicant, an affiliate, a predecessor of either, nor a person identified in this Application has been convicted of a crime involving fraud or similar activity.

There are no proceedings dealing with business operations, in the last five years, in which Applicant, its affiliate, a predecessor of either or a person identified in the Application has been a defendant or a respondent.

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

Wendy Bluemling, Director of Regulatory Affairs
DSLnet Communications, LLC
545 Long Wharf Drive, Fifth Floor
New Haven, Connecticut 06511
Telephone: (203) 782-7440
Facsimile: (203) 624-3612

Alternate Contact:
Alan Bolduc, Vice President Operations
DSLnet Communications, LLC
545 Long Wharf Drive, Fifth Floor
New Haven, Connecticut 06511
Telephone: (203) 772-1000
Facsimile: (203) 624-3612

DSLnet's toll free customer service number is 1-800-455-5546.

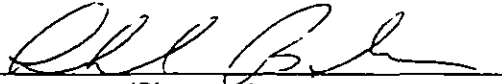
23. **FALSIFICATION:** The Applicant understands that the making of false statements herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 PA. CONS. STAT. §§ 4903 and 4904, relating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

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

Applicant: DSLnet Communications, LLC

By: Alan Bolduc

Title: Vice President Operations


(Signature)

AFFIDAVIT

State of Connecticut :
: ss.
County of New Haven :

Alan Bolduc, Affiant, being duly sworn according to law, deposes and says that:

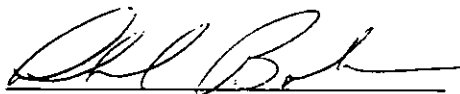
He is the Vice President Operations of dsl.net, inc, the sole member of DSLnet Communications, the Applicant herein;

That he is authorized to and does make this affidavit for Applicant;

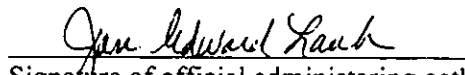
That DSLnet Communications, LLC, the Applicant herein, acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania,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

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

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


Signature of Affiant

Subscribed and sworn to before me this 7th day of May, 1999.


Signature of official administering oath

My commission expires

My Commission Expires December 31, 2000

LIST OF EXHIBITS

- EXHIBIT A** **Certificate of Authority to Transact Business and Articles of
Incorporation**
- EXHIBIT B** **Proposed Toll Reseller Carrier Tariff**
- EXHIBIT C** **Proposed Facilities-Based Interexchange Carrier Tariff**
- EXHIBIT D** **Proposed Competitive Local Exchange Carrier Tariff**
- EXHIBIT E** **Proposed Competitive and Switched Access Provider Tariff**
- EXHIBIT F** **Tentative Operating Balance Sheet and Projected Income Statement
for the First Year of Operation within the Commonwealth of
Pennsylvania [FILED UNDER SEAL]**
- EXHIBIT G** **Financial Statements [FILED UNDER SEAL]**

EXHIBIT A

**Certificate of Authority to Transact Business
and Articles of Incorporation**

State of Delaware

Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED LIABILITY COMPANY OF "DSLNET COMMUNICATIONS, LLC", FILED IN THIS OFFICE ON THE TWELFTH DAY OF AUGUST, A.D. 1998, AT 9 O'CLOCK A.M.



A handwritten signature in cursive script, appearing to read "Edward J. Freel".

Edward J. Freel, Secretary of State

2932199 8100

981315189

AUTHENTICATION: 9248499

DATE: 08-12-98

**CERTIFICATE OF FORMATION
OF
DELat Communications, LLC
PURSUANT TO SECTION 18-201**

FIRST: The name of the limited liability company is:

DELat Communications, LLC.

SECOND: Its registered office in the State of Delaware is to be located at 1013 Centre Road, in the City of Wilmington, County of New Castle, 19805, and its registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned, being the individual forming the Company, has executed, signed and acknowledged this Certificate of Formation this 11th day of August 1998.



Shari Levine
Authorized Person and Organizer

8862-654

Microfilm Number _____

Filed with the Department of State on AUG 19 1998

Entity Number 2832440

[Signature]
Secretary of the Commonwealth

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

DSCB:15-8981 (Rev 95)

In compliance with the requirements of 15 Pa.C.S. § 8981 (relating to registration), the undersigned foreign limited liability company, desiring to register to do business in this Commonwealth, hereby states that:

1. The name of the limited liability company is: DSLnet Communications, LLC

2. (If the name set forth in paragraph 1 is not available for use in this Commonwealth, complete the following): The name under which the limited liability company proposes to register and do business in this Commonwealth is:

3. The name of the jurisdiction under the laws of which the limited liability company was organized and the date of its formation are:

Jurisdiction: Delaware Date of Formation: August 12, 1998

4. The (a) address of this limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) _____
Number and Street City State Zip County

(b) c/o: Corporation Service Company Dauphin
Name of Commercial Registered Office Provider County

For a limited liability company represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited liability company is located for venue and official publication purposes.

5. (Check and complete one of the following):

The address of the office required to be maintained by it in the jurisdiction of its organization by the laws of that jurisdiction is:

Number and Street City State Zip

It is not required by the laws of its jurisdiction of organization to maintain an office therein and the address of its principal office is:

12 Oaks Business Park, Suite 209, West Haven, CT 06516

Number and Street City State Zip

~~6. (Strike out if inapplicable): The company is a restricted professional company organized to render the following restricted professional service(s):~~

~~_____
_____~~

AUG 19 98

IN TESTIMONY WHEREOF, the undersigned limited liability company has caused this Application for Registration as a Foreign Limited Liability Company to be signed by a duly authorized member or manager thereof this 14th day of August, 19 98.

DSLnet Communications, LLC

By: dsl.net Holdings, LLC, its Member

By: dsl.net management, inc., its Manager

By: John M. Jaser
John Jaser, President

EXHIBIT B

Proposed Toll Reseller Carrier Tariff

EXHIBIT C

Proposed Facilities-Based Interexchange Carrier Tariff

EXHIBIT D

Proposed Competitive Local Exchange Carrier Tariff

PENNSYLVANIA TELECOMMUNICATIONS TARIFF

of

DSLnet Communications, LLC

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

545 Long Wharf Drive, Fifth Floor, New Haven, Connecticut 06511

Issued:

Issued By: Alan Bolduc, Vice President
545 Long Wharf Drive, Fifth Floor
New Haven, CT 06511

Effective:

CHECK SHEET

Pages 1- 48 inclusive of this tariff as of the date shown.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	29	Original
2	Original	30	Original
3	Original	31	Original
4	Original	32	Original
5	Original	33	Original
6	Original	34	Original
7	Original	35	Original
8	Original	36	Original
9	Original	37	Original
10	Original	38	Original
11	Original	39	Original
12	Original	40	Original
13	Original	41	Original
14	Original	42	Original
15	Original	43	Original
16	Original	44	Original
17	Original	45	Original
18	Original	46	Original
19	Original	47	Original
20	Original	48	Original
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		

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New Haven, CT 06511

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 Cancels the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.a
 - 2.1.1.1.a.(1)

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

- I - To signify increased rates
- D - To signify decreased rates
- C - To signify all other changes

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New Haven, CT 06511

Effective:

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange end-user telecommunications services within the State of Pennsylvania by DSLnet Communications, LLC.

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545 Long Wharf Drive, Fifth Floor
New Haven, CT 06511

Effective:

1.0 DEFINITIONS

For purposes of this tariff, the following definitions will apply.

ACCESS LINE - An arrangement that connects the Customer's location to the Company's designated switching center or point of presence.

ADVANCE PAYMENT - The payment required before the start of service.

AUTHORIZED USER - A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The Customer is responsible for all charges incurred by an Authorized User.

COMMISSION - The Pennsylvania Public Utility Commission.

COMPANY - DSLnet Communications, LLC.

CUSTOMER - The person, firm, corporation, or other entity which orders service pursuant to this tariff and utilizes service provided under tariff by the Company. A Customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

CUSTOMER PREMISES EQUIPMENT ("CPE") - Equipment provided by the Customer for use with the Company's services.

DIGITAL - A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

DIGITAL SUBSCRIBER LINE (xDSL) - A technology that uses a metallic copper loop to provide high speed data transmission services.

INDIVIDUAL CASE BASIS ("ICB") - A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

INTERRUPTION - The inoperability of the subscriber line due to Company facilities malfunction or human errors.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association Tariff F.C.C. No 4.

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1.0 DEFINITIONS (cont'd)

LOOPS - Segments of a line which extend from the serving central office to the originating and terminating point.

MOVE - The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

RECURRING CHARGES - The monthly charges billed by the Company for service, facilities and equipment, which continue for the agreed upon duration for the services.

SERVICE COMMENCEMENT DATE - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree to a substitute Service Commencement Date.

SERVICE ORDER - The written request for service executed by the Customer and the Company in the format devised by the Company. The execution of a Service Order by the customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

SHARED - A facility or equipment system or subsystem that can be used simultaneously by several customers.

TERMINAL EQUIPMENT - The method of physical connection between a Company-provided access line and a Customer's or User's transmission cable, inside wiring or terminal equipment. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's or User's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by Subpart F of Part 68, Title 47, Code of Federal Regulations.

USER - A Customer, Joint User or any other person authorized by the Customer to use service provided under this tariff.

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New Haven, CT 06511

2.0 REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way data transmission between points within the State of Pennsylvania.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- A. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company, in a non-discriminatory manner consistent with the authority granted by the Commission.
- B. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

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2.0 REGULATIONS (cont'd)**2.1 Undertaking of the Company** (cont'd)**2.1.3 Terms and Conditions**

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

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New Haven, CT 06511

2.0 REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.3 Terms and Conditions (cont'd)**

- G. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All such offerings shall be consistent with the rates and conditions specified herein, or shall require approval of the Commission.

2.1.4 Limitations on Liability

- A. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control resulting from failures of power service, climate control, fire, explosion, water, storm, force majeure, or other catastrophe. The company shall make reasonable provisions to minimize the effects of service outages to the extent it owns the affected equipment.
- B. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- C. Except as specified in this tariff, Company and its contractors shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages of any kind or nature arising out of or in connection with the installation, use, repair, performance or removal of the equipment, or other services in connection with the performance or failure to perform its obligations, including, but not limited to, loss of revenue or profits, regardless of the foreseeability thereof for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

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2.0 REGULATIONS (cont'd)**2.1 Undertaking of the Company** (cont'd)**2.1.4 Limitations on Liability** (cont'd)

- D. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- E. The Company shall not be liable for and shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided services; or by means of the combination of Company-provided services;

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New Haven, CT 06511

Effective:

2.0 REGULATIONS (cont'd)**2.1 Undertaking of the Company** (cont'd)**2.1.4 Limitations on Liability** (cont'd)

E. (cont'd)

5. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises by the Company or any Carrier or the installation or removal thereof;
6. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the facilities of any Carrier;
7. Failure of Customer to comply with the requirements of Section 2.3.1.
8. Any noncompletion of calls due to network busy conditions;
9. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services.

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545 Long Wharf Drive, Fifth Floor
New Haven, CT 06511

Effective:

2.0 REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.4 Limitations on Liability (cont'd)**

- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- G. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- H. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- I. Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrences, any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governments or of any department agency, board, court, bureau, corporation or other instrumentality of any one or more of said governments) or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays.

If Company's failure of performance by reason of force majeure specified above shall be for thirty (30) days or less, then the service shall remain in effect, but an appropriate percentage of charges shall be abated and/or credited in the discretion and determination of Company; if for more than thirty (30) days, then the service may be canceled by either party without any liability.

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2.0 REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.5 Notification of Service-Affecting Activities**

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

2.1.6 Non-Routine Installation

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

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2.0 REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.7 Availability of Services**

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

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2.0 REGULATIONS (cont'd)**2.2 Prohibited Uses**

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

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2.0 REGULATIONS (cont'd)**2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. providing the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer;
- C. providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

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2.0 REGULATIONS (cont'd)**2.3 Obligations of the Customer** (cont'd)**2.3.2 Liability of the Customer**

- A. The Customer shall not assert any claim against any other Customer or User of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or User contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or User and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- B. The Customer shall be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- C. To the extent caused by any negligent or intentional act of the Customer, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for the interruption of, interference to, or other defect in any service provided by the Company to such third party.

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2.0 REGULATIONS (cont'd)**2.4 Customer Deposits and Advance Payments****2.4.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) months charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.4.2 Deposits

- A. The Company reserves the right to validate the creditworthiness of the Customer prior to the commencement of service, and to reject, in Company's sole judgment, unqualified Customers. No Customer shall have any claim against Company for a credit rejection. A Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to the charge for two months of service. If subsequent payment or usage patterns change, the Company may request an increase in or re-submission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.

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2.0 REGULATIONS (cont'd)**2.4 Customer Deposits and Advance Payments (cont'd)****2.4.2 Deposits (cont'd)**

B. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

C. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

D. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check. If the Customer is not entitled to a refund under 52 Pa. Code § 64.37, the Company shall review the Customer's account each succeeding quarter and make the appropriate disposition of the deposit in accordance with § 64.37 and § 64.38 (relating to application of deposit to bills).

E. Refund Statement

When a cash deposit is refunded, the Company shall either mail or deliver to the Customer a written statement showing the amount of the original deposit plus all accrued interest, the application of the deposit to a bill which had previously accrued, the amount of the unpaid bills liquidated by the deposit, and the remaining balance.

F. Interest on Deposits

Simple interest at the rate of 9% or the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit.

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2.0 REGULATIONS (cont'd)**2.5 Payment Arrangements****2.5.1 Payment for Service**

Customer shall pay Company, monthly in advance, a monthly charge equal to the rate set forth in the Service Description or equal to the monthly charge as adjusted under the terms hereof, provided, however, that the first such payment shall be for the period from the Service Commencement Date through the end of the next full month. The non-recurring installation charges are due with such first payment. The Customer is responsible for the payment of all charges for services furnished by the Company to the Customer. Billing for service will commence on the Service Commencement Date. Customer must notify company of any errors or discrepancies in the billing statement within thirty (30) days of the date the billing statement was mailed to the Customer. The Customer will be obligated to pay all charges shown on the billing statement if the Customer fails to provide such notice.

Taxes. The Customer is responsible for the payment of federal excise taxes, state and local sales and use, excise or privilege taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

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2.0 REGULATIONS (cont'd)**2.5 Payment Arrangements****2.5.2 Billing and Collection of Charges**

- A. **Non-recurring Charges.** The non-recurring charges contained in the Service Description are due with the Customer's first payment for charges, which payment shall be for the period from the start of service through the end of the next full month. Non-recurring charges not included with installation charges billed to the Customer shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.

Customer shall be responsible for paying all of the Company's charges for time and material resulting from diagnosing problems which were caused by Customer's equipment.

- B. **Recurring Charges:** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date and accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge in the amount of the lesser of 1.25% of the unpaid balance per month or the highest percentage allowable by the Pennsylvania Commission per month, for bills not paid within thirty (30) days of mailing of the invoice, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied nor to security deposits. Late payment charges will be applied without discrimination.

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2.0 REGULATIONS (cont'd)**2.5 Payment Arrangements** (cont'd)**2.5.2 Billing and Collection of Charges** (cont'd)

- F. Customer's liability for charges hereunder shall not be reduced by untimely installation or non-operation of the Customer's or a third party's facilities and equipment.
- G. The Customer should notify the Company orally per or in writing of any disputed items on an invoice within thirty (30) days of the date of mailing of the invoice, and must pay any portion of the bill that is not in dispute. The Company's Customer Service representatives may be contacted at:

545 Long Wharf Drive, Fifth Floor
New Haven, Connecticut 06511
(800) 455-5546

The Company will then follow the procedures set forth in the Commission's rules regarding disputed bills. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Company will inform the Customer of his or her right to file a complaint with the Pennsylvania Public Utility Commission in accordance with the Commission's rules of procedure.

The address and telephone number of the Commission are:

Pennsylvania Public Utility Commission
Bureau of Consumer Services
North Office Building, Room B20
Harrisburg, Pennsylvania 17105
Telephone: (800) 692-7380

- H. If service is disconnected by the Company and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, restoration of service will be subject to the rates in Section 5.

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2.0 REGULATIONS (cont'd)**2.5 Payment Arrangements (cont'd)****2.5.3 Discontinuance of Service for Cause (cont'd)****2.5.3 Discontinuance of Service for Cause**

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite seven (7) days prior written notice to and attempted telephonic and/or personal contact with the Customer, discontinue or suspend service without incurring any liability. Service may be reinstated at such time as Customer pays in full all arrearages, including late payment charges.
- B. Upon violation of any of the other material terms or conditions of this tariff the Company may, thirty (30) days after giving notice to the Customer discontinue or suspend service without incurring any liability if such violation continues during that period. The Company reserves the option to disconnect service as soon as seven (7) days after the date that the notice of discontinuance or suspension of service was mailed to the customer.
- C. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may, by seven (7) days notice to the Customer, discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E. When the Company has cause to totally disconnect or has totally disconnected a residential service, it shall postpone disconnection of local service after receiving either verbal or written notification of the existence of a medical emergency for a grace period of seven (7) business days. Written or verbal notifications should include the information listed in 52 Pa. Code § 64.103.

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2.0 REGULATIONS (cont'd)**2.5 Payment Arrangements** (cont'd)**2.5.3 Discontinuance of Service for Cause** (cont'd)

- F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- H. Pursuant to 52 Pa. Code § 64.62, the Company will not discontinue or suspend service on a Saturday, Sunday, bank holiday or a day when the business office of the Company is closed.

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2.0 REGULATIONS (cont'd)**2.5 Payment Arrangements (cont'd)****2.5.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company at least five (5) days written notice of desire to terminate service, specifying the date on which it is desired that service be discontinued. The Customer shall retain responsibility for service and equipment charges until the day and time on which service is requested to be discontinued. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and service rendered.

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2.0 REGULATIONS (cont'd)**2.5 Payment Arrangements (cont'd)****2.5.5 Cancellation of Application for Service**

- A. Where the Company permits the Customer to cancel an application for service prior to the Service Commencement Date or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.5.A through 2.5.5.C will be calculated and applied on a case-by-case basis.

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2.0 REGULATIONS (cont'd)**2.5 Payment Arrangements (cont'd)****2.5.6 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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2.0 REGULATIONS (cont'd)**2.5 Payment Arrangements** (cont'd)**2.5.7 Bad Check Charge**

A charge of \$25.00 will be assessed for any check returned by drawee bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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2.0 REGULATIONS (cont'd)**2.6 Allowances for Interruptions in Service****2.6.1 General**

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.6.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for testing and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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2.0 REGULATIONS (cont'd)**2.6 Allowances for Interruption in Service** (cont'd)**2.6.1 General** (cont'd)

- D. The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- E. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption. For calculating credit allowances, every month is considered to have thirty (30) days.
- F. Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
30 minutes to 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/4 Day
6 hours up to but not including 8 hours	3/4 Day
8 hours to 24 hours	One Day

- G. Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited one day for each 24-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited two (2) days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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2.0 REGULATIONS (cont'd)**2.6 Allowances for Interruption in Service (cont'd)****2.6.2 Limitations of Allowances**

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

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company, or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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2.0 REGULATIONS (cont'd')**2.6 Allowances for Interruption in Service (cont'd)****2.6.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.6.4 Application of Credits for Interruptions in Service

Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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2.0 REGULATIONS (cont'd)**2.7 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason or breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination.

2.7.1 Termination Liability

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

- A. All unpaid non-recurring charges reasonably expended by the Company to establish service to the Customer, including any installation charges which may have been waived by the Company, provided Customer has been notified of the amount of the waived charges and of Customer's liability therefore on cancellation, plus;
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. The difference between the total actual monthly recurring charges to Customer for the Service during the entire time the Service was provided to Customer and the total monthly recurring charges which Customer would have paid or which Customer would have been required to pay if the Service had been based on a month to month term using the Company's most recent tariff prices at the time of cancellation.
- D. Either party shall have the right to cancel services without liability if Company is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by order of the Pennsylvania Commission, the Federal Communications Commission, or highest court of competent jurisdiction to which the matter is appealed, or other local, state or federal government authority.

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2.0 REGULATIONS (cont'd)**2.8 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.8.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. Except as provided elsewhere in this tariff, the Customer is responsible for payment of all charges for services provided under this tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.
- D. The following activities constitute fraudulent use:
 - 1) Using the network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes or false or invalid numbers, false credit devices or electronic devices.

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2.0 REGULATIONS (cont'd)**2.9 Use of Customer's Service by Others****2.9.1 Resale and Sharing**

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.9.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint User shall be responsible for the payment of the charges billed to it.

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2.0 REGULATIONS (cont'd.)**2.10 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.11 Notices and Communications

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

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New Haven, CT 06511

3.0 SERVICE DESCRIPTION

Company offers xDSL services to provide high-speed data connections. Services may be offered by the Company via its own facilities and/or the facilities of other carriers.

Services are subject to service order and service change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges.

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4.0 RATE SCHEDULE

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Commission.

4.1 xDSL DataLoop

Monthly Recurring Charges:	\$85.00
Non-Recurring Installation Charge:	\$200.00

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5.0 MISCELLANEOUS SERVICES**5.1 Restoration of Service****5.1.1 Description**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

5.2 Rates

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6.0 SPECIAL ARRANGEMENTS**6.1 Special Construction****6.1.1 Basis for Charges**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

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6.0 SPECIAL ARRANGEMENTS (cont'd)**6.1 Special Construction (cont'd)****6.1.2 Basis for Cost Computation**

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights of way;
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; and
- H. an amount for return and contingencies.

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6.0 SPECIAL ARRANGEMENTS (cont'd)**6.1 Special Construction (cont'd)****6.1.3 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
 - 1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - a. equipment and materials provided or used,
 - b. engineering, labor and supervision,
 - c. transportation, and
 - d. rights of way;
 - 2. license preparation, processing, and related fees;
 - 3. tariff preparation, processing, and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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6.0 SPECIAL ARRANGEMENTS (cont'd)**6.2 Individual Case Basis (ICB) Arrangements**

For special situations, rates for services not covered under this tariff will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer. Such contracts will be approved by the Pennsylvania Commission prior to the provision of such service.

6.3 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration designed to attract new Customers or to increase Customer awareness of a particular tariff offering. Promotional offerings will be included in Section 7 of the Company's tariff. All promotions are offered on a non-discriminatory basis.

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7.0 PROMOTIONAL OFFERINGS

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282435.1

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8.0 EXCHANGE AREA MAPS

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EXHIBIT E

Proposed Competitive Access Provider Tariff

EXHIBIT F

**Tentative Operating Balance Sheet and Projected Income Statement
for the First Year of Operation
within the Commonwealth of Pennsylvania**

[FILED UNDER SEAL]

EXHIBIT G

Financial Qualifications

[Filed Under Seal]

DATE: May 25, 1999

SUBJECT: A-310824
A-310824 F0002
A-310824 F0003
A-310824 F0004

TO: Bureau of Fixed Utility Services

FROM: James J. McNulty, Secretary *ddt*

Application of DSLNet Communications, LLC

We attach hereto a copy of the Application of DSLNet Communications, LLC., for approval to provide telecommunication services as a Reseller of Toll Services (A-310824), Competitive Local Exchange Carrier (A-310824F0002), Facilities-based Interexchange Carrier (A-310824F0003) and Competitive Access Provider (A-310824F0004), to the public in the Commonwealth of Pennsylvania, which has been captioned and docketed to the above numbers.

The Protest period for this application will expire on June 2, 1999.

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

ddt

Attachment

DOCKETED
MAY 25 1999

**DOCUMENT
FOLDER**

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

IN REPLY PLEASE
REFER TO OUR FILE

May 25, 1999

A-310824 etc

PAUL B HUDSON
SWIDLER BERLIN SHEREFF FRIEDMAN, LLP
3000 K STREET, NW, SUITE 300
WASHINGTON DC 20007-5116

Dear Mr. Hudson:

Please be advised that the Application of DSLnet Communications, LLC., for approval to provide telecommunications services as a Reseller of Toll Services (A-310824), Competitive Local Exchange Carrier (A-310824F0002), Facilities-Based Interexchange Carrier (A-310824F0003) and as a Competitive Access provider (A-310824F0004), to the public in the Commonwealth of Pennsylvania, has been reviewed and found to be in compliance with the filing requirements of the Commission's Opinion and Order entered June 3, 1996, at Docket Number M-00960799.

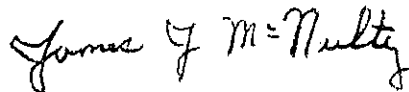
The protest period for this application will expire on June 2, 1999.

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

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

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

Sincerely,



James J. McNulty
Secretary

JJM:ddt

DOCKETED
MAY 25 1999

**DOCUMENT
FOLDER**