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A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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CRAIG A. STONE
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DANIEL L. SULLIVAN
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CHRISTOPHER C. CONNER
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P. DANIEL ALTLAND
ANDREW H. DOWLING
MICHAEL D. REED
PAULA J. LEICHT
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3401 NORTH FRONT STREET
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HARRISBURG, PA 17110-0950

IRS NO.
23-1985005

TELEPHONE (717) 232-5000 FAX (717) 236-1816

<http://www.mette.com>

ORIGINAL

QUY P. BESEYENTANO
THOMAS F. SMIDZ
ROBYN KATZMAN BOWMAN
JOHN F. YANBEK**
VICKY ANN FROMMER
KATHLEEN DOYLE YANINEK
ELIZABETH GOLDSTEIN DINON*
BRADLEY A. WALKER
DONNA L. GAREIS-SMITH***
JAMES M. STRONG

BRYAN S. MEGARY**
JOHN M. HARTZELL

***DELAWARE BAR
**MARYLAND BAR
*NEW JERSEY BAR

August 10, 1999

9847.1

Re: Application of HarvardNet, Inc.
A.310818, F.3

Secretary
Pennsylvania Public Utility Commission
North Office Building
Harrisburg, PA 17120

Dear Sir:

We file herewith on behalf of HarvardNet, Inc. the original and two (2) copies of its Amendment to its Application for approval of its beginning to offer, render, furnish or supply telecommunication services as a Competitive Access Provider to the public in the Commonwealth of Pennsylvania.

Very truly yours,

Lloyd R. Persun
Lloyd R. Persun

LRP:hmc

Enclosures

HAND DELIVERED

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99 AUG 10 PM 3:15
PA.P.U.C.
SECRETARY'S BUREAU

42

EEF

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ORIGINAL

Application of HarvardNet, Inc. :
for approval to offer, render, furnish, :
or supply telecommunication services : Application Docket No. A-310818
as a Competitive Access Provider : Folder 3
to the public in the Commonwealth of :
Pennsylvania :

AMENDMENT

DOCKETED

AUG 13 1999

TO: THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

1. The names, address, telephone number and fax number of the
Applicant are:

Harvardnet, Inc.
500 Rutherford Avenue
Charlestown, MA 02129
(617) 262-4200 Phone
(617) 242-6991 Fax

2. The names, addresses and telephone numbers and fax numbers of
Applicant's attorneys are:

Lloyd R. Persun, Esquire
Mette, Evans & Woodside
P.O. Box 5950
Harrisburg, PA 17110-0950
(717) 232-5000 Phone
(717) 236-1816 Fax

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SECRETARY'S BUREAU

Laura H. McDonald, Esquire
Janine F. Goodman, Esquire
Levine, Blaszak, Block & Boothby, LLP
Suite 900
2001 L Street, N.W.
Washington, DC 20036
(202) 857-2550 Phone
(202) 223-0833 Fax

3. On April 2, 1999, Applicant filed this Application with the Commission. The protest period expired on April 17, 1999. No protest or petition to intervene was filed. The Application is pending before the Commission.

4. Applicant is under a continuing obligation to amend the Application if any matter asserted therein changes during the pendency of the Application. Application ¶17. When the Application was filed, no public market existed for the shares of its capital stock. Applicant thereafter planned an initial public offering (IPO) of its common capital stock. The IPO is expected to occur sometime during August 1999.

5. Under the IPO, Applicant will offer 7,120,000 shares of its common stock initially in the United States and Canada and 1,780,000 shares of its common stock initially outside the United States and Canada. No dividend is intended to be paid thereon. Applicant plans to use the net proceeds to repay amounts owed under its credit facility, for capital expenditures relating to Applicant's planned expansion, potential acquisitions, working capital and other general corporate purposes. The Application is hereby amended to reflect these developments.

6. Attachment C-1 hereto contains a description from the proposed prospectus of Applicant's existing capitalization before the occurrence of the IPO and the dilution which is expected to occur after the IPO is made. The shares are expected to trade on the NASDAQ National Market under the symbol "HVNT". If the IPO is fully subscribed and purchased, the existing officers, directors and principal stockholders will continue to own at least 52.8% of the issued and outstanding shares of its capital stock. Applicant's Application is hereby amended to include this information and Attachment C-1 hereto.

7. After this Application was filed, Applicant acquired the issued and outstanding shares of capital stock of HarvardNet-Virginia, Inc. (HNV). HNV is a proposed Virginia public utility which, if regulatory authority is secured as required by law, will provide in Virginia services similar to the services which Applicant proposed to provide in Pennsylvania. HNV is not presently operating or doing business. The Application is hereby amended to include these developments.

8. The Application as hereby amended is hereby ratified and confirmed.

WHEREFORE, Applicant respectfully requests that the Commission approve the Application as amended and grant Applicant a Certificate of Public Convenience evidencing the authority sought therein.

HARVARDNET, INC.

By: 

Name: Melanie Hartunian

Title: Secretary, General Counsel and
Director of Regulatory Affairs

CAPITALIZATION

The following table sets forth our capitalization as of March 31, 1999:

- on an actual basis after giving effect to the 1.3546862-for-1 split of our common stock and Class B stock;
- on a pro forma basis to reflect the conversion of all shares of Class B stock and convertible preferred stock outstanding as of March 31, 1999 into common stock; and
- on a pro forma as adjusted basis to reflect the conversion of all shares of Class B stock and convertible preferred stock outstanding as of March 31, 1999 into common stock, and the sale of common stock in this offering, assuming an initial public offering price of \$14.00 per share, after deducting the underwriting discounts and commissions and estimated offering expenses payable by HarvardNet.

The outstanding share information excludes 93,121 shares of common stock issuable upon exercise of warrants outstanding as of March 31, 1999 at an exercise price of \$.99 per share and 1,163,052 shares of common stock issuable upon exercise of options outstanding as of March 31, 1999 with a weighted average exercise price of \$.87 per share.

	As of March 31, 1999		
	Actual	Pro Forma	Pro Forma As Adjusted
	(in thousands, except share and per share data)		
Long term debt, less current portion	\$ 50	\$ 50	\$ 50
Redeemable convertible Series A preferred stock; \$0.01 par value; 13,749,440 shares authorized, 13,749,440 issued and outstanding; none issued and outstanding pro forma and pro forma as adjusted basis	18,011	—	—
Stockholders' equity (deficit):			
Preferred stock, \$.01 par value; 5,000,000 shares authorized and unissued, pro forma as adjusted	—	—	—
Common stock, \$.01 par value; 34,237,000 shares authorized, 8,655,939 shares issued and 5,278,246 outstanding; 34,237,000 shares authorized and 30,976,290 shares issued and 27,598,597 outstanding, pro forma; 100,000,000 shares authorized and 39,876,290 shares issued and 36,498,597 shares outstanding, pro forma as adjusted	87	310	399
Class B stock, \$.01 par value; 4,486,250 shares authorized, 3,976,381 issued and outstanding; none issued and outstanding, pro forma and pro forma as adjusted basis	28	—	—
Additional paid-in capital	10,883	29,312	143,751
Accumulated dividends on preferred stock	613	—	—
Deferred compensation	(8,690)	(8,690)	(8,690)
Accumulated deficit	(2,810)	(2,810)	(2,810)
Treasury stock, at cost	(3,356)	(3,356)	(3,356)
Total stockholders' equity (deficit)	(3,245)	14,766	129,294
Total capitalization	\$14,816	\$14,816	\$129,344

DILUTION

Our pro forma net tangible book value as of March 31, 1999 was approximately \$10.8 million or approximately \$.39 per share of common stock. Pro forma net tangible book value per share represents the amount of our total tangible assets less total tangible liabilities, divided by 27,598,597 shares of common stock outstanding, after giving effect to the conversion of all shares of Class B stock and convertible preferred stock outstanding as of March 31, 1999. After giving effect to the sale of the common stock offered in this offering at an assumed initial public offering price of \$14.00 per share and after deducting the estimated underwriting discounts and commissions and offering expenses payable by us, our pro forma net tangible book value as of March 31, 1999 would have been approximately \$125.3 million, or \$3.43 per share of common stock. This represents an immediate increase in pro forma net tangible book value of \$3.04 per share to existing stockholders and an immediate dilution of \$10.57 per share to new investors. The following table illustrates this per share dilution:

Assumed initial public offering price per share		\$14.00
Pro forma net tangible book value per share before this offering	\$.39	
Increase in pro forma net tangible book value per share attributable to new investors	<u>3.04</u>	
Pro forma net tangible book value per share after this offering		<u>3.43</u>
Dilution per share to new investors		<u>\$10.57</u>

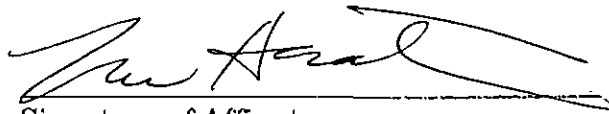
The following table summarizes on a pro forma basis as of March 31, 1999, the difference between the number of shares of common stock purchased from HarvardNer, the total consideration paid to HarvardNer and the average price per share paid by existing stockholders and by new investors at an assumed initial public offering price of \$14.00 per share, before deducting estimated underwriting discounts and commissions and offering expenses payable by HarvardNer:

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing stockholders	27,598,597	75.6%	20,868,000	14.3%	\$.76
New investors	<u>8,900,000</u>	<u>24.4</u>	<u>124,600,000</u>	<u>85.7</u>	<u>\$14.00</u>
Total	<u>36,498,597</u>	<u>100.0%</u>	<u>145,468,000</u>	<u>100.0%</u>	

The table above assumes no exercise of warrants and stock options outstanding at March 31, 1999. As of March 31, 1999, there were warrants outstanding to purchase a total of 93,121 shares of common stock at an exercise price of \$.99 per share and options outstanding to purchase a total of 1,163,052 shares of common stock at a weighted average exercise price of \$.87 per share. To the extent any of these options or warrants are exercised, there will be further dilution to new investors.

COMMONWEALTH OF MASSACHUSETTS :
: SS:
COUNTY OF SUFFOLK :

Melanie Hartunian, being duly sworn according to law, deposes and says that she is Secretary, General Counsel and Director of Regulatory Affairs of HarvardNet, Inc., the Applicant; that she is authorized to make this Affidavit on behalf of Applicant; that Applicant acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of Applicant's commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, the Federal Telecommunications Act of 1996 or with other applicable statutes or regulations; that Applicant asserts that it possesses the requisite technical, managerial and financial fitness to render a public utility service within the Commonwealth of Pennsylvania; that Applicant will abide by applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission; and that the facts set forth in the foregoing Amendment are true and correct to the best of her knowledge, information and belief and that she expects Applicant to be able to prove such facts at any hearing hereof.


Signature of Affiant

SWORN TO AND SUBSCRIBED
before me this 9th day of
August, 1999



Notary Public

My Commission Expires:

(SEAL) LAUREN MARIE WATSON, Notary Public
My Commission Expires January 25, 2002

CERTIFICATE OF SERVICE

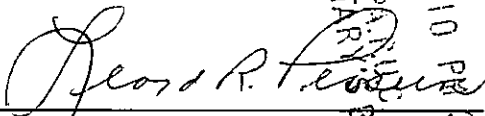
I, Lloyd R. Persun, Esquire, hereby certify that on August 10, 1999 I caused a true and correct copy of the foregoing Amendment to be served by United States mail, first class, postage prepaid, on each of the following, addressed as follows:

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

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

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

Office of Trial Staff
Office of Special Assistants
Bureau of Consumer Services
Bureau of Fixed Utility Service
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265


Lloyd R. Persun
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SECRETARY BUREAU

August 10, 1999

METTE, EVANS & WOODSIE

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

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P.O. BOX 5950
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IRS NO.
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JAMES M. STRONG

BRYAN S. MEGARY**
JOHN M. HARTZELL

***DELAWARE BAR
**MARYLAND BAR
*NEW JERSEY BAR

DOCUMENT
FOLDER

October 29, 1999

ORIGINAL

9847.1

Re: Application of HarvardNet, Inc.
A.310818, F.3

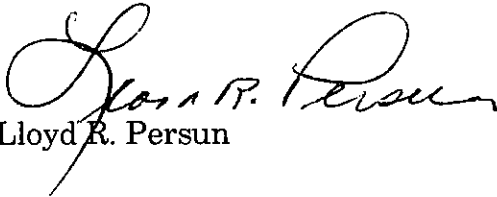
Secretary
Pennsylvania Public Utility Commission
North Office Building
Harrisburg, PA 17120

RECEIVED
99 OCT 29 PM 4:12
PA P.U.C.
SECRETARY'S BUREAU

Dear Sir:

We file herewith on behalf of HarvardNet, Inc. the original and two (2) copies of its Amendment to its Application for approval of its beginning to offer, render, furnish or supply telecommunication services as a Competitive Access Provider to the public in the Commonwealth of Pennsylvania.

Very truly yours,


Lloyd R. Persun

LRP:hmc

Enclosures

HAND DELIVERED

EEF

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of HarvardNet, Inc. :
for approval to offer, render, furnish, :
or supply telecommunication services : Application Docket No. A-310818
as a Competitive Access Provider : Folder 3
to the public in the Commonwealth of :
Pennsylvania :

AMENDMENT

TO: THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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SECRETARY'S BUREAU

1. The names, address, telephone number and fax number of the
Applicant are:

Harvardnet, Inc.
500 Rutherford Avenue
Boston, MA 02129
(617) 242-1700 Phone
(617) 242-6991 Fax

2. The name, address, telephone number and fax number of
Applicant's attorneys are:

Lloyd R. Persun, Esquire
Mette, Evans & Woodside
P.O. Box 5950
Harrisburg, PA 17110-0950
(717) 232-5000 Phone
(717) 236-1816 Fax

3. On April 2, 1999, Applicant filed this Application with the Commission. The protest period expired on April 17, 1999. No protest or petition to intervene was filed. Applicant amended the Application by Amendment filed August 9, 1999. The Application as amended is pending before the Commission.

4. Applicant is under a continuing obligation to amend the Application if any matter asserted therein changes during the pendency of the Application. Application ¶17. In its Amendment filed August 9, 1999, Applicant described its plans for an initial public offering (IPO) of its common capital stock. The IPO then was expected to occur sometime during August 1999.

5. Applicant postponed its IPO until sometime during calendar year 2000. When the IPO occurs, its terms and the use of its net proceeds will be substantially as described in the Amendment.

6. Applicant desires to further amend the Application. On or about November 10, 1999, Applicant will close on a private placement of its Series A-3 Preferred Stock. Applicant plans to issue shares of this series of preferred stock to two (2) different purchasers in exchange for consideration in the amount of \$70,000,000.00. Cumulative cash dividends are payable at the rate of 12.5% in the event of liquidation. These shares are convertible to Applicant's common capital stock at the rate of one share of the preferred series for 1.31 shares of common capital stock. The strike price will be approximately \$6.50 for each share of common capital stock. The holders of the Series A-3 Preferred Stock are entitled to elect three (3) additional directors to Applicant's Board of Directors, thereby increasing the number of Applicant's directors to ten (10).

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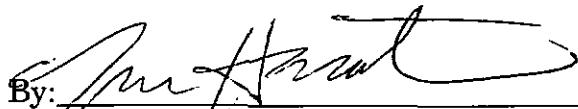
7. Prior to closing, Applicant will amend and restate its Articles or Certificate of Incorporation to authorize the creation and the issuance of its Series A-3 Preferred Stock. No approval from or registration with the Securities Exchange Commission or any state securities commission is required, because the issuance of the Series A-3 Preferred Stock is a private placement not subject to regulation.

8. Applicant proposes to use the net proceeds of the private placement to repay amounts owed under its credit facility, for capital expenditures relating to Applicant's planned expansion, potential acquisitions, working capital and other general corporate purposes.

9. The Application is hereby further amended to reflect these developments. The Application as hereby further amended is hereby ratified and confirmed.

WHEREFORE, Applicant respectfully requests that the Commission approve the Application as amended and grant a Certificate of Public Convenience evidencing the authority herein sought.

HARVARDNET, INC.

By: 
Name: Melanie Haratunian
Title: Secretary, General Counsel and
Director of Regulatory Affairs

COMMONWEALTH OF MASSACHUSETTS :
: SS:
COUNTY OF SUFFOLK :

Melanie Haratunian, being duly sworn according to law, deposes and says that she is Secretary, General Counsel and Director of Regulatory Affairs of HarvardNet, Inc., the Applicant; that she is authorized to make this Affidavit on behalf of Applicant; that Applicant acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of Applicant's commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, the Federal Telecommunications Act of 1996 or with other applicable statutes or regulations; that Applicant asserts that it possesses the requisite technical, managerial and financial fitness to render a public utility service within the Commonwealth of Pennsylvania; that Applicant will abide by applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission; and that the facts set forth in the foregoing Amendment are true and correct to the best of her knowledge, information and belief and that she expects Applicant to be able to prove such facts at any hearing hereof.



Signature of Affiant

SWORN TO AND SUBSCRIBED
before me this 28th day of
October, 1999



Notary Public

My Commission Expires: 4/27/2005

(SEAL)

CERTIFICATE OF SERVICE

I, Lloyd R. Persun, Esquire, hereby certify that on October 29, 1999 I caused a true and correct copy of the foregoing Amendment to be served by United States mail, first class, postage prepaid, on each of the following, addressed as follows:

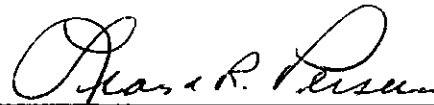
Irwin A. Popowsky, Esquire
Consumer Advocate
1425 Strawberry Square
Harrisburg, PA 17120

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

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

Office of Trial Staff
Office of Special Assistants
Bureau of Consumer Services
Bureau of Fixed Utility Service
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

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Lloyd R. Persun

October 29, 1999

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ATTORNEYS AT LAW

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HOWELL C. METTE
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JOHN M. HARTZELL
MOHAMMAD A. GHASUDDIN

RANDALL G. HURST
OF COUNSEL
JAMES W. EVANS

***DELAWARE BAR
**MARYLAND BAR
*NEW JERSEY BAR

**DOCUMENT
FOLDER**

February 28, 2000

9847.1

Re: Application of HarvardNet, Inc.
A.310818, F.3

RECEIVED
00 FEB 28 PM 3:34
PA.P.U.C.
SECRETARY'S BUREAU

Secretary
Pennsylvania Public Utility Commission
North Office Building
Harrisburg, PA 17120

Dear Sir:

We file herewith on behalf of HarvardNet, Inc., the Applicant, the original and two (2) copies of its Amendment to this Application for approval of its beginning to offer, render, furnish or supply telecommunications services as a Competitive Access Provider to the public in the Commonwealth of Pennsylvania.

Very truly yours,

Lloyd R. Persun
Lloyd R. Persun

LRP:hmc
Enclosures
HAND DELIVERED

021

EEF

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ORIGINAL

Application of HarvardNet, Inc.
for approval to offer, render, furnish,
or supply telecommunication services
as a Competitive Access Provider
to the public in the Commonwealth of
Pennsylvania

:
:
: Application Docket No. A-310818
: Folder 3
:
:

AMENDMENT

TO: THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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P.A. P.U.C.
SECRETARY'S BUREAU

1. The names, address, telephone number and fax number of the
Applicant are:

Harvardnet, Inc.
500 Rutherford Avenue
Boston, MA 02129
(617) 242-1700 Phone
(617) 242-6991 Fax

DOCUMENT
FOLDER

2. The name, address, telephone number and fax number of
Applicant's attorneys are:

Lloyd R. Persun, Esquire
Mette, Evans & Woodside
P.O. Box 5950
Harrisburg, PA 17110-0950
(717) 232-5000 Phone
(717) 236-1816 Fax

DOCKETED
MAR 08 2000

3. On April 2, 1999, Applicant filed this Application with the Commission. The protest period expired on April 17, 1999. No protest or petition to intervene was filed.

4. Applicant is under a continuing obligation to amend the Application if any matter asserted therein changes during the pendency of the Application. Application ¶17. When its Application was filed on April 2, 1999, Applicant had not negotiated and this Commission had not approved an Interconnection Agreement between Applicant and Bell Atlantic Pennsylvania, Inc. (BA-PA). By letter dated April 2, 1999 from its attorneys, Applicant reserved the right to amend its Initial Tariff after the Interconnection Agreement was approved.

5. Applicant amended the Application by Amendments filed August 9, 1999 and October 29, 1999. In its Amendment filed August 9, 1999, Applicant described its plans for an initial public offering (IPO) of its common stock. Applicant later postponed its IPO until a later date. In its Amendment filed October 29, 1999, Applicant described its plans to close on a private placement of its Series A-3 Preferred Stock. That closing occurred.

6. By Opinion and Order entered November 19, 1999, the Commission approved the Interconnection Agreement between Applicant and BA-PA. A true and correct copy of the Interconnection Agreement was filed timely with the Commission.

7. Applicant hereby further amends the Application by substituting for Attachment B thereto the Attachment B to this Amendment. Attachment B hereto is the Initial Tariff containing rates, rules and regulations for Applicant's

offering, rendering, furnishing or supplying telecommunications services as a Competitive Access Provider to the public in the Commonwealth of Pennsylvania.

8. The Application as further amended hereby is hereby ratified and confirmed.

WHEREFORE, Applicant respectfully requests that the Commission approve the Application as amended and grant a Certificate of Public Convenience evidencing the authority herein sought.

HARVARDNET, INC.

By: Mark M. Washburn
Name: Mark Washburn
Title: President & CEO

TARIFF SCHEDULES

APPLICABLE TO

TELECOMMUNICATION SERVICES

FURNISHED BY

HARVARDNET, INC.

WITHIN THE COMMONWEALTH OF PENNSYLVANIA

This tariff contains the descriptions, regulations and rates applicable to telecommunications services provided within the Commonwealth of Pennsylvania by HarvardNet, Inc. ("HarvardNet") as a Competitive Access Provider. Copies of this tariff may be inspected, during normal business hours at the Company's headquarters at 500 Rutherford Avenue, Boston, MA 02129 or at the Pennsylvania Public Utility Commission. Currently, HarvardNet, Inc. ("Company")'s tariffed offerings are limited to dedicated services offered to business customers on a facilities and/or resale basis. As a Competitive Access Provider, Company does not provide service to residential customers or switched Telecommunications services at this time.

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COMMONWEALTH OF PENNSYLVANIA
TELECOMMUNICATIONS SERVICES
TARIFF

INTRODUCTION

HarvardNet, Inc. ("Company")'s Telecommunication Services provide high-speed dedicated services on a facilities and/or resale basis within Pennsylvania. Services, features and functions will be provided where facilities and billing capability are available.

The provision of Telecommunications Services is subject to existing regulations, terms and conditions specified in this Tariff, and may be revised, added to or supplemented. When Telecommunications Services are provided in conjunction with intrastate and interstate services, the intrastate and interstate services are subject to existing regulations, terms and conditions specified in the company's current toll tariffs as revised, added to or supplemented.

1. TERMS AND CONDITIONS

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions stated herein. The Customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of Telecommunications Service. The Company initially will offer dedicated Telecommunications Service to business customers.

1.1 Provision of Equipment and Facilities

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.

1.2 Customer Equipment

The Customer may transmit or receive information or signals via the facilities of the Company by use of Customer-provided equipment.

Customer-provided equipment on the Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer.

The Customer is responsible for ensuring that Customer-provided equipment and wiring connected to Company equipment and facilities is compatible with such Company-provided equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and facilities by the connection, operation or maintenance of such

Issued: 02-28-00 Effective: 02-29-00

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Melanie Haratunian, General Counsel and Director of Regulatory Relations



Customer-provided equipment and wiring must be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the Customer's expense.

1.3 Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections at the Customer's premises as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff.

If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment and personnel. The Company may immediately and without notice deny service to prevent and protect against fraud or when the Customer (a) subjects the Company or non-Company personnel to hazardous conditions, (b) circumvents the Company's ability to charge for its services, or (c) acts in a way that may cause immediate harm to the Telecommunications network or other company services.

1.4 Service Liability

The Company's liability, if any, for its willful misconduct is not limited by this tariff.

With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair, interruption or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the monthly recurring charges paid by Customer in the twelve months immediately preceding the cause of action.

This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for Interruptions and Service Quality Guarantees.

In no event shall the Company be liable for special, reliance, consequential or other such damages. The Company is not liable for damages associated with service, channels, or equipment which it does not furnish.

The Company is not liable for damages to premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.

The Company shall be indemnified, defended and held harmless by the Customer and User against all claims, losses, or damages arising from the use of service furnished pursuant to this tariff, as set forth in section 2.1.

The Company does not guarantee or make any warranty with respect to services when used in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses or damages by any person relating to services provided pursuant to this tariff when used in an explosive atmosphere.

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer and User against claims of patent infringement arising solely from the use by the Customer or User of services offered under this tariff and will indemnify such Customer or User for any damages awarded based solely on such claims.

The Company's failure to provide or maintain service under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, natural catastrophe, and other circumstances beyond the Company's reasonable control.

2. OBLIGATIONS OF THE CUSTOMER

The Customer shall be responsible for:

The payment of all applicable charges pursuant to this tariff;

Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or the noncompliance by the Customer with these regulations, or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment or such premises;

Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of any associated equipment or facilities used to provide Telecommunications Services to the Customer from the cable building entrance or property line to the location of the equipment or facilities space described above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided equipment or facilities, shall be borne entirely by, and may be charged by the Company to the Customer;

Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees, agents and/or suppliers shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result

from installation or maintenance in such area by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under this section; and granting or obtaining permission for Company employees, agents and/or suppliers to enter the premises of the Customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and not creating or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities.

2.1 Claims Against the Company

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

1. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
2. Any claim, loss, damage, expense, or liability for infringement of any libel, slander, invasion of privacy, infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Customer or any third party, arising from any communication, act or omission by the Customer or third party using services or facilities provided to Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company;
3. Claims for patent infringement arising from combining or using services furnished by the Company in connection with facilities or equipment furnished by others; and
4. All other claims arising out of any act or omission of others relating to services provided pursuant to this tariff.

2.2 Resale

1. All Company Telecommunications Services are available for resale unless otherwise specifically indicated.
2. Customers, who subscribe to Telecommunications Service and resell this service to others, shall be the Customer of Record. The Customer of Record shall be responsible for complying with all laws and regulations of Pennsylvania which relate in any way to the Customer of

Record's provision of local telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and the payment of applicable taxes.

3. The Company will bill the Customer of Record who is at all times responsible for payment of the full amount of all charges incurred. The Company is not responsible for the allocation of usage or charges for resold services. The Customer of Record is responsible for allocating charges to its end-users.
4. The Company will communicate with the Customer of Record with respect to ordering, provisioning, maintenance, repair, billing, collection, and other matters relating to Telecommunication Services. The Company has no obligation to provide notice to, or communicate with the Customer of Record's end-users.
5. With respect to resold services, applications for service as well as requests for additions, rearrangements or discontinuances of service will be accepted only from the Customer of Record.
6. In connection with the marketing of its services, the Customer of Record may not directly or indirectly (1) use the Company's trade names, trademarks, service marks, registered marks or other indicia of origin (or confusingly similar names, marks or other indicia) in a manner that may cause third parties (including the Customer of Record's end-users) to believe that service provided by the Customer of Record is the Company's Telecommunication service; or (2) use the Company's corporate logos, or trade dress (or confusingly similar logos or trade dress).

2.3 Violation of Regulations

When any terminal equipment or communications system is used with Telecommunication Services in violation of any of the provisions of this Tariff, the Company will notify the Customer promptly and take immediate action, appropriate to the circumstances, to protect its services or interests. Such action may include disconnection of the service.

The Customer, upon receipt of written notification from the Company that a violation of Tariff provision and/or improper use is occurring, shall discontinue such violation and/or improper use and give written confirmation to the Company within ten (10) days that such violation and/or improper use has ceased. Company may immediately discontinue service without notice if Customer's failure to comply with the Tariff or if failure to discontinue could harm its network or ability to provide service to its Customers.

Failure to discontinue such violation and/or improper use and failure to give the written confirmation required within the time stated shall result in disconnection of the Customer's service within ten (10) days of the initial notice consistent with Section 4.2 until the Customer discontinues the violation and/or improper use and complies with the provisions of this Tariff.

3. PAYMENTS AND CHARGES

3.1 Establishment and Reestablishment of Credit

Issued: 02-28-00 Effective: 02-29-00

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A Customer whose service has been discontinued by the Company for non-payment of past due bills for any telecommunications service will be required to pay all past due bills for telecommunications services or make other arrangements satisfactory to the Company and to re-establish credit before service is restored or any service started.

3.2 Billing and Collection

The Customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the Customer.

The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by, and credits due to the Customer under this tariff. Recurring charges may be billed in advance of the month(s) that service is provided in those cases. Usage sensitive charges will be billed for the preceding billing period. Recurring charges and usage sensitive charges for the Federal Government will be billed in arrears. Bill payment is due by the payment date shown on the bill.

When service does not begin on the first day of the billing cycle, or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis, assuming a 30 day month.

3.3 Billing Disputes

The Customer is responsible for notifying the company of any charges in dispute and the specific basis of such dispute. The Company reserves the right to require such notice to be in writing. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the Customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall be subject to the late payment charge.

The Customer must provide the Company with notice of a dispute within one hundred twenty (120) days from the bill date unless otherwise provided by law.

3.4 Advance Payments

The Company may require a Customer or Applicant to make an advance payment as a condition of continued or new service. Advance payments may be required for recurring and nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted may be required at the time of application. The advance payment shall only be applied to any indebtedness for the service and facilities for which the advance payment is made.

3.5 Deposits

The Company may require a deposit, or third-party guarantee, of a Customer who cannot establish a credit standing satisfactory to the Company. Deposits may be requested of Customers if the Customer has a non-disputed outstanding bill from previous telephone service. The Company may refuse to provide new service until the deposit and any outstanding bill owed to the Company is paid, or mutually satisfactory arrangements have been made for payment of the outstanding bill. If the actual bills of the Customer subsequently rendered prove that the deposit is either insufficient or excessive, the deposit or third-party guarantee may be changed in accordance with the facts. The deposit required by the Company may be equal to the estimated amount of charges for services provided for any period of two high use months exclusive of the highest use month in the past twelve months.

Any such deposit may be held or maintained during the continuance of the service until all bills have been paid without arrearage for 24 months for non-residential Customers as security for the payment of any and all amounts accruing for the service. Interest on the deposit shall accrue at a simple interest rate of six percent (6%) annually for the period during which the deposit is held by Company, unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the service is provided. Interest shall be credited annually to the Customer's account or paid with the return of the deposit, whichever occurs first.

Any deposit and accrued interest is returned to the Customer, less any amounts due the Company, when service is discontinued. Even though a deposit is made, the Customer must still pay bills, including any advance payments, when requested. A Customer's payment of a deposit does not waive or modify the Company's practice of disconnecting service for failure to pay any bills. Failure to make a deposit payment shall be grounds for discontinuance of service in accordance with the terms of this Tariff.

3.6 Returned Check Charges

In addition to any late payment charges specified in this tariff, the Customer will be assessed a charge of \$5.00 or the actual administrative cost of recovery (maximum \$25.00) whichever is greater for each check, draft, or electronic funds transfer submitted by the Customer to the Company which a financial institution refuses to honor.

3.7 Period Charge

Except as may otherwise be specified in the Tariff, the minimum period for service is one year. When a service is discontinued prior to the expiration of the minimum period, the minimum period charge will apply. In addition, all nonrecurring charges associated with the provision of the service will be billed.

3.8 Late Payment Charge

All amounts outstanding 25 days or more from the date on which the bill for such amounts is mailed are subject to a late payment charge of 1.388% per month for Customers. The imposition

of the late payment charge in no way alters existing collection and deposit policies. The late payment charge does not apply to the following items:

- any disputed amount; however it is applicable to all undisputed portions of a bill on which a dispute is pending.
- final accounts; however any late payment charges included in the balance on a final statement are still due.

3.9 Promotional Discounts

The Company may from time to time offer promotional discounts in order to introduce services or respond to market circumstances. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers on a non-discriminatory basis, under any rules prescribed by the Commission. These promotions may include a temporary waiver of certain recurring, nonrecurring and/or usage charges or a one-time credit to a customer's account. Promotions will be offered on a non-discriminatory basis to all customers meeting the eligibility requirements for the promotion offered. Eligibility requirements may include class of service, serving area or other such determinations by the Company. At Commission request, the Company will provide the Commission with the terms and conditions governing such promotional offerings.

3.10 ICB's

The Company may also, from time to time, offer pricing to Customers on an individual case basis ("ICB") in order to respond to competitive circumstances, and particular Customer needs (such as when a Customer requests both regulated and nonregulated services). In no case will such ICB arrangements result in rates that exceed the published rates. The ICB arrangements shall be offered on a non-discriminatory basis to all qualifying and similarly situated Customers. Where required by Pennsylvania law or other applicable law, the Company will file a summary of the ICB rates, terms and conditions. Such summary will be accompanied by a request that confidential Company or Customer and other proprietary and competitively sensitive information is kept confidential and under seal. Unless otherwise specified, the regulations for the ICB arrangements are in addition to the applicable regulations specified in other sections of this tariff.

4. CANCELLATION, DISCONTINUANCE AND CHANGES

4.1 Cancellation of Service

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

When, 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. In no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

When prior to cancellation by the Customer, the Company incurs an expense in connection with special construction, or special arrangements of facilities or equipment, a charge equal to the costs incurred, less net salvage, applies.

The charges described above will be calculated and applied on a case-by-case basis.

If a Customer cancels service before the completion of the term for any reason whatsoever, the Customer agrees to pay to the Company the following:

1. All non-recurring charges reasonably expended by the Company to establish service to the Customer; and
2. Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by the Company; and
3. All recurring charges specified in the applicable tariff for the balance of the then current term.

The above sums shall become due and owing as of the effective date of the cancellation and be payable by the due date on the bill.

4.2 Discontinuance of Service

The Company may discontinue or refuse to furnish any and/or all service(s) to the Customer or Applicant for service without incurring any liability if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, equipment, assets, or services.

The Company may, without incurring any liability, discontinue or suspend service without notice, or refuse service, if:

1. The Customer has undertaken an action or a situation has been created with respect to the Customer's service which creates a danger to life or immediate risk of significant property loss and disconnection will lessen or eliminate the risk or danger; or
2. The Company determines that the Customer has engaged in fraudulent use of its telephone service.

The Company may, without incurring any liability, discontinue or suspend service upon written notice given at least ten (10) days in advance, or refuse service, if:

1. The Customer uses service without payment for the service or the Customer fails to pay any amounts (which are not the subject of a bona fide dispute pursuant to Section 3.3 above) owing to the Company for services to which the Customer subscribes or had subscribed or used; or
2. The Customer has violated a condition established in this Tariff, provided that the Company may immediately discontinue service without notice if Customer's failure to comply with the Tariff or if failure to discontinue could harm its network or ability to provide service to its Customers.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. Such charges are immediately due and payable.

In the event the Company incurs fees or expenses including attorney's fees in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

4.3 Changes in Service

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

4.4 Restoration of Service

When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

If any Customer's service is reconnected after having been disconnected in accordance with this tariff but a Company service order to terminate such service has not been completed when such service is reconnected, the Customer may be required to pay a restoration of service charge.

If a service has been suspended or terminated for nonpayment, service will be reconnected when the reason for the disconnect has been removed, which includes charges for services and facilities during the period of suspension and which may include a service restoral fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, service will be restored only upon bank clearance of the check.

4.5 Assignment Or Transfer of Service

The Customer may not assign or transfer its rights or duties in connection with the services and equipment or facilities provided by the Company without the written consent of the Company. The Company may assign its rights and duties without prior notice to or consent of the Customer

(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.

5. NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this tariff will be in writing except where notice is provided in this tariff. 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, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, billing or other communications.

6. PROVISION FOR CERTAIN LOCAL TAXES AND FEES

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority may be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. Company may, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by Company from each such Customer, an amount sufficient to recover any such tax or fee.

7. RATES

Wholesale Business Speed DSL	MRC	NRC*
144Kbps x 144Kbps	\$75	\$320
256Kbps x 256Kbps	\$115	\$320
384Kbps x 384Kbps	\$125	\$320
512Kbps x 512Kbps	\$140	\$320
768Kbps x 768 Kbps	\$165	\$320
1.54Mbps x 1.0Mbps	\$200	\$320

* NRC includes provisioning of DSL circuit only, inside wiring additional.

Availability depends on proximity to Central Office, the condition of copper and the availability of facilities.

PA CAP Tariff final

COMMONWEALTH OF MASSACHUSETTS :
: SS:
COUNTY OF SUFFOLK :

Mark Washburn, being duly sworn according to law, deposes and says that he is President & CEO of HarvardNet, Inc., the Applicant; that he is authorized to make this Affidavit on behalf of Applicant; that Applicant acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of Applicant's commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, the Federal Telecommunications Act of 1996 or with other applicable statutes or regulations; that Applicant asserts that it possesses the requisite technical, managerial and financial fitness to render a public utility service within the Commonwealth of Pennsylvania; that Applicant will abide by applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission; and that the facts set forth in the foregoing Amendment are true and correct to the best of his knowledge, information and belief and that he expects Applicant to be able to prove such facts at any hearing hereof.

Mark Washburn

Signature of Affiant

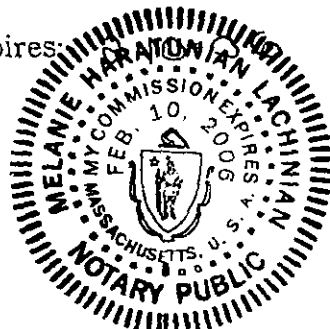
SWORN TO AND SUBSCRIBED
before me this 25th day of
February, 2000

Melanie Haratowian

Notary Public

My Commission Expires:

(SEAL)



CERTIFICATE OF SERVICE

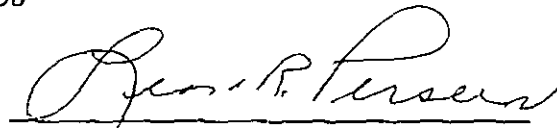
I, Lloyd R. Persun, Esquire, hereby certify that on February 28 , 2000 I caused a true and correct copy of the foregoing Amendment to be served by United States mail, first class, postage prepaid, on each of the following, addressed as follows:

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

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

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

Office of Trial Staff
Office of Special Assistants
Bureau of Consumer Services
Bureau of Fixed Utility Service
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265


Lloyd R. Persun

February 28, 2000