

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

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919 THIRD AVENUE
NEW YORK, NY 10022-9998
TELEPHONE (212) 758-9500
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February 10, 1999

VIA FEDERAL EXPRESS

Ms. Blanca S. Bayo
Director, Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0866

990164-TI

Re: Application of DSLnet Communications, LLC for Authorization to Provide
Alternative Local Exchange Service Within the State of Florida

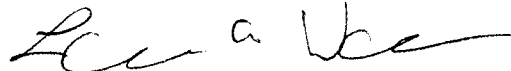
Dear Ms. Bayo:

Enclosed for filing are an original and 6 copies of the Application of DSLnet Communications, LLC. for Authorization to Provide Interexchange Telecommunications Service Within the State of Florida. Also enclosed is a check for \$250.00 to cover the filing fee.

Please date-stamp the extra copy of the application and return it to me in the enclosed self-addressed, stamped envelope.

Thank you for your attention to this matter.

Respectfully submitted,



Lawrence A. Walke
Counsel for DSLnet Communications, LLC

Enclosures

cc: Alan Bolduc

172663.1

Check received with date, and
forwarded to client for deposit.
File will be sent a copy of check
to client with proof of deposit.

Initials of person who forwarded check:

ALB

DOCUMENT NUMBER-DATE

990164 FEB 11 99

FPSC-RECORDS/REPORTING

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3000 K STREET, N.W., SUITE 300
WASHINGTON, DC 20007

FIRST UNION FIRST UNION NATIONAL BANK

15-122/540

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NO.

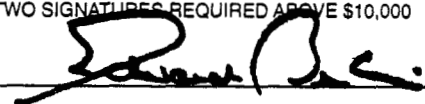
****EXACTLY*****250*DOLLARS AND*00*CENTS**

FLORIDA PUBLIC SERVICE COMMISS

DATE
02/10/99

AMOUNT
\$\$\$\$\$250.00

GENERAL ACCOUNT
TWO SIGNATURES REQUIRED ABOVE \$10,000



Y
THE
DER

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DSLnet COMMUNICATIONS, LLC)

Request for Authority to Provide)
Interexchange Telecommunications)
Service within the State of Florida)

Docket No. _____

APPLICATION FORM
for
AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS
SERVICE WITHIN THE STATE OF FLORIDA

1. This is an application for (check one):

- Original Authority (New company).
- Approval of Transfer (To another certificated company).
- Approval of Assignment of Existing Certificate (To a noncertificated company).
- Approval for Transfer of Control (To another certificated company).

2. Select what type of business your company will be conducting (check all that apply):

- Facilities Based Carrier - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller - company has or plans to have one or more switches, but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller - company has no switch or transmission facilities, but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount, but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers the resold service by enrolling unaffiliated customers.

3. Name of corporation, partnership, cooperative, joint venture, or sole proprietorship:

DSLnet Communications, LLC

4. Name under which the applicant will do business (fictitious name, etc.):

DSLnet Communications, LLC

5. National address (including street name and number, post office box, city, state, and zip code):

**DSLnet Communications, LLC
545 Long Wharf Drive, Fifth Floor
New Haven, CT 06511
Telephone: (203) 737-1647
Facsimile: (203) 624-3612**

6. Florida address (including street name and number, post office box, city, state, and zip code):

DSLnet Communications, LLC plans to establish an office in Florida and will provide the requested information to the Commission when it has done so.

7. Structure of organization:

- | | | | |
|-------------------------------------|--|--------------------------|---------------------|
| <input type="checkbox"/> | Individual | <input type="checkbox"/> | Corporation |
| <input type="checkbox"/> | Foreign Corporation | <input type="checkbox"/> | Foreign Partnership |
| <input type="checkbox"/> | General Partnership | <input type="checkbox"/> | Limited Partnership |
| <input checked="" type="checkbox"/> | Other, <u>Foreign Limited Liability Company</u> | | |

8. If applicant is an individual or partnership, please give name, title, and address of sole proprietor or partners.

Not applicable.

(a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.

(b) Indicate if the individual or any of the partners have previously been:

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

(2) officer, director, partner, or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

9. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

A copy of DSLnet's Certificate of Authority to transact business in the State of Florida as a foreign limited liability company is attached hereto as Exhibit 1.

Corporation charter number: **M980000001461**

- (b) Name and address of the company's Florida registered agent.

**Corporation Service Company
1201 Hays Street
Tallahassee, Florida 32301**

- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Not applicable.

Fictitious name registration number:

- (d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

No.

- (2) officer, director, partner, or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

No.

10. Who will serve as liaison with the Commission in regard to (please give name, title, address, and telephone number):

(a) Application:

Larry Walke
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W., Suite 300
Washington, D.C. 20007
Telephone: (202) 424-7500
Facsimile: (202) 424-7645

With a copy to:

Alan Bolduc
Vice President Operations of dsl.net, inc., Sole
Member and Managing Entity of
DSLnet Communications, LLC
545 Long Wharf Drive, Fifth Floor
New Haven, Connecticut 06511
Telephone: (203)773-1647
Facsimile: (203) 624-3612

(b) Official Point of Contact for the ongoing operations of the company:

Alan Bolduc
Vice President Operations of dsl.net, inc., Sole
Member and Managing Entity of
DSLnet Communications, LLC
545 Long Wharf Drive, Fifth Floor
New Haven, Connecticut 06511
Telephone: (203)773-1647
Facsimile: (203) 624-3612

(c) Tariff:

See response to 10.b above.

(d) Complaints/Inquiries from customers:

See response to 10.b above.

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.

DSLnet Communications, LLC has yet to operate as an interexchange carrier.

- (b) Has applications pending to be certificated as an interexchange carrier.

Applicant is in the process of obtaining intrastate interexchange authority, where required, in numerous states throughout the United States, including Georgia, Tennessee, Kentucky, Mississippi, Alabama, Kansas, Michigan, North Carolina, South Carolina, Virginia, New Hampshire, Pennsylvania, New Jersey, Arkansas, Oklahoma, Missouri, Texas, Illinois, Indiana, Wisconsin, and Ohio.

- (c) Is certificated to operate as an interexchange carrier.

New York and Massachusetts

- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.

None.

- (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None.

- (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company, or other telecommunications entity and the circumstances involved.

None.

12. What services will the applicant offer to other certificated telephone companies:

- | | | | |
|-------------------------------------|------------------------|--------------------------|-----------|
| <input type="checkbox"/> | Facilities | <input type="checkbox"/> | Operators |
| <input type="checkbox"/> | Billing and Collection | <input type="checkbox"/> | Sales |
| <input type="checkbox"/> | Maintenance | | |
| <input checked="" type="checkbox"/> | Other | <u>None</u> | |

13. Do you have a marketing program?

DSLnet Communications, LLC anticipates that its initial marketing vehicles will include direct sales, direct mail and print advertising.

14. Will your marketing program: **Not Applicable.**

- Pay commissions?
- Offer sales franchises?
- Offer multi-level sales incentives?
- Offer other sales incentives?

15. Explain any of the offers checked in question 14 (to whom, what amount, type of franchise, etc.).

Not Applicable.

16. Who will receive the bills for your services (check all that apply)?

- | | |
|---|--|
| <input checked="" type="checkbox"/> Residential Customers | <input checked="" type="checkbox"/> Business Customers |
| <input type="checkbox"/> PATS Providers | <input type="checkbox"/> PATS Station End-Users |
| <input checked="" type="checkbox"/> Hotels and Motels | <input type="checkbox"/> Hotel and Motel Guests |
| <input checked="" type="checkbox"/> Universities | <input type="checkbox"/> Univ. Dormitory Residents |
| <input type="checkbox"/> Other, _____ | |

17. Please provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services and, if not, who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

Yes, DSLnet Communications, LLC's name will appear on the bills sent to customers.

(b) Name and address of the firm who will bill for your services.

DSLnet Communicatons, LLC will either bill customers directly for its services or will have the charges included in the customer's local telephone bill pursuant to billing and collection agreements with the underlying local exchange carrier.

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

A. Financial capability.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements, including:

1. the balance sheet
2. income statement
3. statement of retained earnings for the most recent 3 years.

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

See Exhibit 2.

B. Managerial capability.

See Exhibit 3.

C. Technical capability.

See Exhibit 3.

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

DSLnet Communications, LLC's proposed tariff is appended hereto as Exhibit 4.

20. The applicant will provide the following interexchange carrier services (check all that apply):

DSLnet Communications, LLC intends to provide high speed data connections using xDSL technology.

- MTS with distance sensitive per minute rates
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800

- MTS with route specific rates per minute
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800

- MTS with statewide flat rates per minute (*i.e.*, not distance sensitive)
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800

- MTS for pay telephone service providers
- Block-of-time calling plan (Reach Out Florida, Ring America, etc.)
- 800 Service (toll free)
- WATS-type Service (bulk or volume discount)
 - Method of access is via dedicated facilities
 - Method of access is via switched facilities
- Private Line Services (channel services) (*i.e.*, 1.544 mbs., DS-3, etc.)
- Travel Service
 - Method of access is 950
 - Method of access is 800
- 900 Service
- Operator Services

- Available to presubscribed customers
- Available to non-presubscribed customers (*i.e.*, to patrons of hotels, students in universities, patients in hospitals)
- Available to inmates

Services included are:

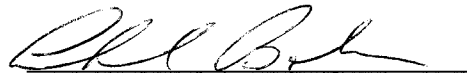
- Station assistance
 - Person-to-Person assistance
 - Directory assistance
 - Operator verify and interrupt
 - Conference calling
21. What does the end-user dial for each of the interexchange carrier services that were checked in services included (above)?
- The end-user will dial either "1" or an 800 number to access these services.**
22. Other: **Not Applicable**

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
6. **ACCURACY OF APPLICATION:** By my signature below, I, the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is a true and correct statement.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775-083."

UTILITY OFFICIAL:



**Alan Bolduc
Vice President Operations of
dsl.net, inc., Sole Member
and Managing Entity of
DSLnet Communications, LLC**

2/9/99
Date

(203) 773-1647
Telephone Number

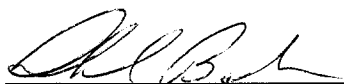
**** APPENDIX A ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant, please check one):

- (X) The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
- () The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)

UTILITY OFFICIAL:



Alan Bolduc
Vice President Operations of
dsl.net, inc., Sole Member
and Managing Entity of
DSLnet Communications, LLC

2/9/99
Date

(203) 773-1647
Telephone Number

**** APPENDIX B ****

INTRASTATE NETWORK (continued)

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

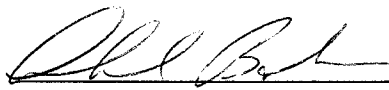
DSLnet Communications, LLC seeks authority to originate interexchange telecommunications service throughout the State of Florida.

5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471(4)(a) (copy enclosed).

DSLnet Communications, LLC initially proposes to provide interexchange service on a resale basis. The certificated carriers from which DSLnet Communications, LLC purchases services for resale will be responsible for complying with Commission Rule 25-24.471(4)(a). When DSLnet Communications, LLC deploys its own facilities-based interexchange service, it will do so in a manner that recognizes that "the local exchange company shall be the sole carrier for O+ local, O- local and O- intraLATA toll calls dialed by end users." DSLnet Communications, LLC will "not change or augment the dialing pattern of end users for such calls."

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:
- a) What services have been provided and when did these services begin?
- b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:



Alan Bolduc

Vice President Operations of
dsl.net, inc., Sole Member
and Managing Entity of

DSLnet Communications, LLC

2/9/99
Date

(203) 773-1647

**** APPENDIX C ****

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

**** FLORIDA EAS FOR MAJOR EXCHANGES ****

<u>Extended Service Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg, Orange Park, Ponte Vedra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:		Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Oklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:		New Smyrna Beach.

**** APPENDIX C ****

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES (continued)

TAMPA:	Central East North South West	None Plant City Zephyrhills Palmetto Clearwater
CLEARWATER:	St. Petersburg, Tampa-West and Tarpon Springs.	
ST. PETERSBURG:	Clearwater.	
LAKELAND:	Bartow, Mulberry, Plant City, Polk City and Winter Haven.	
ORLANDO:	Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek and Oviedo-Winter Springs.	
WINTER PARK:	Aopoka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs Reedy Creek, Geneva and Montverde.	
TITUSVILLE:	Cocoa and Cocoa Beach.	
COCOA:	Cocoa Beach, Eau Gallie, Melbourne and Titusville.	
MELBOURNE:	Cocoa, Cocoa Beach, Eau Gallie and Sebastian.	
SARASOTA:	Bradenton, Myakka and Venice.	

**** APPENDIX C ****

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES (continued)

FT. MYERS:	Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands
NAPLES:	Marco Island and North Naples.
WEST PALM BEACH:	Boyston Beach and Jupiter.
POMPANO BEACH:	Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale
FT. LAUDERDALE:	Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.
HOLLYWOOD:	Ft. Lauderdale and North Dade.
NORTH DADE:	Hollywood, Miami and Perrine.
MIAMI:	Homestead, North Dade and Perrine.

DSLnet Communication,s LLC seeks authority to originate interexchange telecommunications services throughout the State of Florida at the rates identified in its proposed tariff attached hereto as Exhibit 4.

UTILITY OFFICIAL:



Alan Bolduc

Vice President Operations of
dsl.net, inc., Sole Member
and Managing Entity of

DSLnet Communications, LLC

2/9/99
Date

(203) 773-1647

EXHIBITS

EXHIBIT 1	CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS
EXHIBIT 2	FINANCIAL STATEMENTS
EXHIBIT 3	MANAGERIAL AND TECHNICAL QUALIFICATIONS
EXHIBIT 4	PROPOSED TARIFF

EXHIBIT 1

Certificate of Authority to Transact Business



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

December 10, 1998

CSC

Qualification documents for DSLNET COMMUNICATIONS, LLC were filed on December 10, 1998, and assigned document number M98000001461. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date.

A limited liability company annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Registration and Qualification Section.

Michelle Hodges
Document Specialist
Division of Corporations

Letter Number: 098A00058351

Account number: 072100000032

Account charged: 285.00

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

DSLnet Communications, LLC

2. The name and the Florida street address of the registered agent and office are:

Corporation Service Company
(Name)

1201 Hays Street
Florida street address (P.O. Box **NOT** ACCEPTABLE)

Tallahassee, FL 32301
City/State/Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Corporation Service Company

By: Maureen Cullen

(Signature)

Filing Fee: \$ 35 for Designation of Registered Agent

**AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS OF FOREIGN
LIMITED LIABILITY COMPANY**

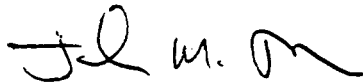
The undersigned member or authorized representative of a member of DSLnet Communications, LLC
_____ certifies:

- 1) the above named limited liability company has at least one member;

- 2) the total amount of cash contributed by the member(s) is \$ 1.00 ;

- 3) if any, the agreed value of property other than cash contributed by member(s) is \$ 0.00 ;
(A description of the property is attached and made a part hereto.)
and

- 4) the total amount of cash and property contributed and anticipated to be contributed
by member(s) is \$ 1.00 .
(This total includes amounts from 2 and 3 above.)



Secretary of dsl.net inc., sole member of
DSLnet Communications, LLC

Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this
affidavit constitutes an affirmation under the penalties of perjury that the facts
stated herein are true.)

John Jaser, Secretary of dsl.net inc., sole member of
DSLnet Communications, LLC

Typed or printed name of signee

Filing Fee: \$250.00 for Application and Affidavit

EXHIBIT 2

Financial Qualifications

DSLnet Communications, LLC is financially qualified to provide interexchange telecommunications service in the State of Florida. DSLnet Communications, LLC has access to the financing and capital necessary to provide and maintain the telecommunications operations specified in the Application. DSLnet's operations will be funded by its sole member and managing entity, dsl.net, inc. , a Delaware Corporation. dsl.net, inc. is a start up company and does not yet have audited financial statements. Its most recent unaudited financial statements are attached hereto in support of the application.

Financial Statements

of
DSL.Net, Inc.
For the Period Ended November 30, 1998

DAVID J. NYDEN
CERTIFIED PUBLIC ACCOUNTANT

DAVID I. NYDEN
CERTIFIED PUBLIC ACCOUNTANT

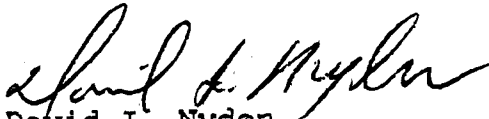
1595 BLACK ROCK TURNPIKE
FAIRFIELD, CT 06432-4144
(203) 386-1800 FAX (203) 333-7671

To the Board of Directors
DSL.NET, Inc.
Norwalk, CT

I have compiled the accompanying balance sheet of DSL.Net, Inc. as of November 30, 1998, and the related statement of income and retained earnings for the eleven months then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

The statements do not reflect the entity's state income tax provision for the period then ended. The effects of this departure have not been determined. Management has elected to omit substantially all of the disclosures and the statement of cash flows required by generally accepted accounting principles. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.



David I. Nyden
Certified Public Accountant

November 30, 1998

DSL.Net, Inc.
Balance Sheet
November 30, 1998

Assets

Current Assets

Cash	\$	173,403	
Accounts Receivable		4,887	
Pfd. Stk Subscribed Receivable		<u>3,500,000</u>	

Total Current Assets \$ 3,678,290

Fixed Assets

Office Equipment		5,004	
Equipment		<u>92,727</u>	

Total Fixed Assets 97,731

Other Assets

Intangible Assets		1,267	
Start Up Costs		87,171	
Security Deposits		<u>14,300</u>	

Total Other Assets 102,738

Total Assets \$ 3,878,759

See accompanying accountant's report.

DAVID I. NYDEN
CERTIFIED PUBLIC ACCOUNTANT

DSL.Net, Inc.
Balance Sheet
November 30, 1998

Liabilities and Equity

Current Liabilities

Accounts Payable	\$	109,663
Accrued Interest		1,828
Taxes Payable		475
Notes Payable		66,667
Notes Payable - Equipment		<u>11,085</u>

Total Current Liabilities \$ 189,718

Long Term Liabilities

Notes Payable - Long-Term		6,596
Convertible Notes With Warrant		<u>350,000</u>

Total Long Term Liabilities 356,596

Equity

Common Stock		500
Preferred Stock		50,000
Preferred Stock Subscribed		3,500,000
Retained Earnings		<u>(218,055)</u>

Total Equity 3,332,445

Total Liabilities & Equity \$ 3,878,759

See accompanying accountant's report.

DAVID I. NYDEN
CERTIFIED PUBLIC ACCOUNTANT

DSL.Net, Inc.
Income Statement
For the Period Ended November 30, 1998

	11 Months Ended <u>Nov. 30, 1998</u>
Revenue	
Sales	\$ <u>25,255</u>
Total Revenue	25,255
Cost of Sales	
Telephone - MRC	22,456
Internet Charges	<u>13,705</u>
Total Cost of Sales	<u>36,161</u>
Gross Profit	(10,906)
Operating Expenses	
Advertising	7,841
Dues and Subscriptions	4,783
Equipment Leases	439
Fees	555
Utilities	801
Insurance	5,528
Interest	3,934
Licenses	220
Office Supplies and Expenses	3,905
Outside Labor	1,107
Payroll Service Fees	435
Recruiting Costs	13,000
Rent	9,800
Repairs and Maintenance	974
Salaries - Officers'	94,905
Salaries - Other	30,567
Shipping	728
Subcontractors	6,073
Taxes - Payroll	12,979
Telephone	4,052
Travel	4,033
Vehicle Expenses	<u>490</u>
Total Expenses	<u>207,149</u>
Net Loss	(218,055)
Retained Earnings - Beginning	0
Retained Earnings - Ending	\$ <u>(218,055)</u>

See accompanying accountant's report.

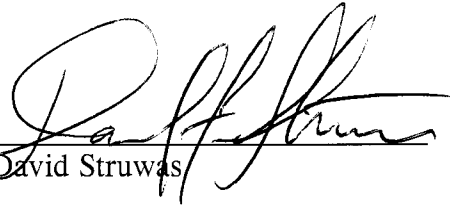
DAVID J. NYDEN
CERTIFIED PUBLIC ACCOUNTANT

CERTIFICATE

I, David Struwas, hereby certify that


1. I am the President and Chief Executive Officer of dsl.net, inc., the Sole Member and Managing Entity of DSLnet Communications, LLC, and am authorized to execute this Certificate on its behalf.

2. I certify that the documents attached hereto are the balance sheet and income statement of dsl.net, inc., compiled by the management of the corporation in accordance with generally accepted accounting principles, and that the same are true and correct to the best of my knowledge and belief.


David Struwas

State of Connecticut)
): SS
County of New Haven)

Subscribed and sworn to before me this 9th day of February 1999.



Notary Public

My Commission expires: 8/31/2003

EXHIBIT 3

Managerial and Technical Qualifications

MANAGERIAL AND TECHNICAL BIOGRAPHIES

David Struwas, President & CEO

David Struwas is the President, Chief Executive Officer and a Director of dsl.net, inc., the sole member and managing entity for DSLnet Communications, LLC . Prior to joining dsl.net, Mr. Struwas was the General Manager for the WorldCom/Brooks Fiber operations in Connecticut and New York. In that position, Mr. Struwas was responsible for all engineering operations, sales and marketing for the territories. Prior to starting the Worldcom/Brooks Fiber operations in Connecticut and New York, Mr. Struwas held senior executive sales and marketing positions at Southern New England Telephone Company. He has over 20 years experience in sales, marketing and engineering in the telecommunications industry.

Alan Bolduc, Vice President Operations

Alan Bolduc is the Vice President Operations of dsl.net, inc. Prior to joining dsl.net, Mr. Bolduc was the managing Director of Cablevision Lightpath Ct, Inc., where he was responsible for all sales, operations and P&L for this startup CLEC, a subsidiary of Cablevision. From 1995 until he joined Cablevision, Mr. Bolduc served as one of the first general managers of Brooks Fiber Properties. His responsibilities included sales, operations, engineering, network construction, regulatory matters and P&L. Mr. Bolduc has over 15 years of sales and operations experience in the telecommunications industry.

John Jaser, Vice President Business Development

Mr. Jaser is the Vice President Business Development of dsl.net, inc. Prior to joining dsl.net, Mr. Jaser was a founder and served as Chief Executive Officer of FutureComm, Inc., which specialized in network planning, network architecture and design. Prior to Future-Comm, Mr. Jaser founded Logix Microcomputer, a personal computer peripheral equipment vendor. He also held sales/store management positions at the Computer Factory, Inc. Mr. Jaser has over 15 years of industry experience in the computer and communications industry.

Felix Tang, Vice President Network Operations

Felix Tang is the Vice President Network Operations of dsl.net, inc. Prior to joining dsl.net, Mr. Tang was the Chief Network Engineer at FutureComm, Inc. Mr. Tang also held key engineering positions at Logix Microcomputer, Inc. Mr. Tang was the network architect for the Connecticut ICONN Internet service provider network, and has over 14 years of industry experience in the computer and networking industry.

Tim Houchin, Manager, Sales & Marketing

Tim Houchin is the Manager, Sales and Marketing for dsl.net, inc. Prior to joining dsl.net, Mr. Houchin was the Inside sales manager of ALOKA Ltd. where he managed the US domestic sales force and major accounts. Prior to ALOKA, Mr. Houchin held sales and marketing management positions with Avidia Systems and American Express. Mr. Houchin has over 12 years of industry sales and marketing experience.

Mike Gogulski, Senior Network Engineer

Mike Gogulski is the Senior Network Engineer of dsl.net, inc. Prior to joining dsl.net, Mr. Gogulski worked as a data network design and engineering consultant for Fortune 100 firms, most recently at Pfizer and Dayton Hudson Corporation. Mr. Gogulski has more than seven years experience in data networking and software programming.

Paul Sun, Consultant and Director

Paul Sun is a member of the Board of Directors of dsl.net, inc. and a consultant to the company. Mr. Sun serves as a Director of Pairgain Technologies, Inc. Prior to Pairgain, he was the President and Chief Executive Officer of Avidia Systems, Inc., a leading ATM switch vendor, which was sold to Pairgain in 1997. Mr. Sun has also held senior engineering management positions at Transwitch Corp., Control Data Corp., and Motorola, Inc.

Dr. Bob Gilbertson, Director

Dr. Gilbertson is a member of the Board of Directors of dsl.net, inc. He has served as President and Chief Executive Officer of Network Computing Devices, Inc. since May 1996. Prior to joining NCD, Dr. Gilbertson served simultaneously as Chairman of Avidia Systems Inc., an ATM/ADSL startup company that was sold to Pairgain Corp. in February, 1997, and as President and Chief Executive Officer of CMX Systems, Inc., a manufacturer of precision measurement and positioning products. He also served as President and Chief Executive Officer of Data Switch Corporation. Dr. Gilbertson was the Chairman of the Board of the American Electronics Association and was a member of the faculty of Harvard business School for five years.

EXHIBIT 4

Proposed Tariff

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO
LOCAL EXCHANGE END-USER
COMMUNICATIONS SERVICES WITHIN
THE STATE OF FLORIDA

Issued: February 11, 1999

Effective:

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

APPLICATION OF PRICE LIST

This Price List sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate End-User communications services in the state of Florida by DSLnet Communications, LLC, with principal offices at 545 Long Wharf Drive, Fifth Floor, New Haven, Connecticut 06511. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at DSLnet Communications, LLC's principal place of business.

Issued: February 11, 1999

Effective:

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

CHECK SHEET

The pages inclusive on this Price List are effective as of the date shown.

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

Issued: February 11, 1999

Effective:

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New Haven, Connecticut 06511

EXPLANATION OF SYMBOLS

The following symbols shall be used in this Price List for the purpose indicated below:

- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

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PRICE LIST FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1 (A)
 - 2.1.1 (A).1
 - 2.1.1 (A).1.a
 - 2.1.1 (A).1.a.i
- D. Check Sheets - When a Price List filing is made with the Commission, an updated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision.

Issued: February 11, 1999

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EXCHANGE SERVICE LIST

Issued: February 11, 1999

Effective:

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

1.0 DEFINITIONS

For the purpose of this Price List, 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: Part or all of a payment required before the start of service.

Authorized User: A person, firm, corporation or other entity that 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 Florida Public Service Commission.

Company or Carrier: DSLnet Communications, LLC

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

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.

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

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished by the Company.

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 Price List, 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 Price List.

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, Authorized User or any other person authorized by the Customer to use service provided under this Price List.

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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 Price List in connection with one-way and/or two-way data transmission between points within the State of Florida.

The Company is responsible under this Price List 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 Price List is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of facilities the Company obtains 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 as granted by the Commission.

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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 month, 24-hours per day. For the purpose of computing charges in this Price List, 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 Price List or other approved rates to be charged, the duration of the services, and the terms and conditions in this Price List. 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 Price List, 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 Price List 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 upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this Price List; or
 - 2. the Customer is using the service in violation of the law.
- E. This Price List shall be interpreted and governed by the laws of the state of Florida without regard for its choice of laws provision.

Issued: February 11, 1999

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

- F. 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.

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, 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.
- B. Except as specified in this Price List, 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 of 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)

- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall not be liable for and shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, due to:
1. 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 facilities or services;

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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. (cont'd)

5. Changes in any of the operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
6. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises by the Company or any other carrier, installation or removal thereof;
7. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the facilities of any other carrier;
8. Failure of Customer to comply with the requirements of Section 2.3.1.
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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2.0 REGULATIONS (cont'd)**2.1 Undertaking of the Company** (cont'd)**2.1.4 Limitations on Liability** (cont'd)

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. 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.
- G. Failure by the Company to assert its rights pursuant to one provision of this Price List does not preclude the Company from asserting its rights under other provisions.
- H. 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 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 Service

- 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 Price Lists of the Company.

- B. The Company 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)

2.1 Undertaking of the Company (cont'd)

2.1.8 Universal Emergency Telephone Number Service

- A. This Price List does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.

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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 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 if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Price List 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 the payment of all applicable charges pursuant to this Price List.

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 Price List 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 Price List 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.

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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 Business 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) month's 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.

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

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the customer's financial condition is not acceptable to the Company or cannot be ascertained from generally accepted credit reporting sources. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) months charges for a service or facility which has a minimum payment period of one month.
- B. In the event the deposit as computed under Section 2.4.2.A. above exceeds \$75.00 per access line, the Customer shall pay one half of the deposit prior to the provision of service, with the remainder of the deposit due thirty (30) days after provision of the service.
- C. A deposit may be required in addition to an advance payment.
- D. The Company shall review accounts of Customers with deposits and shall refund deposits with interest if the accounts have been current for the preceding six (6) months.
- E. Upon discontinuance of service, the Company, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- F. Deposits will accrue interest at the rate required by law.

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

Customer shall pay the Company, monthly in advance (commencing the first month following the Service Commencement Date), a monthly charge equal to the rates set forth in Section 6 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 and shall be due after the Service Commencement Date and then thirty (30) days following the date the billing statement was mailed to the Customer. The installation charges contained in Section 6 are due with such first payment. The Customer is responsible for the payment of all charges incurred by the Customer or other users for services furnished to the Customer by the Company. Billing for service will commence on the Service Commencement Date. The Customer must notify the 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. 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 are billed to the Customer, as set forth in Section 2.6.1, and 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 to pay all of the Company's charges for time and material resulting from diagnosing problems which were caused by Customer's equipment.

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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)

- 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 1½% of the unpaid balance per month or the maximum lawful rate per month, for bills not paid within thirty (30) days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to 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 shall notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure. The Company shall advise the Customer that the Customer may make a formal or informal complaint to the Commission. The address of the Commission is as follows:
- Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
- H. If service is disconnected by the Company (in accordance with Section 2.5.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.5.3 following) and later restored, restoration of service will be subject to the rates in Section 4.

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

- A. Upon nonpayment of a delinquent account amounting to \$25.00 or more owing to the Company, the Company may, by giving thirty (30) business days prior written notice to the Customer, discontinue service without incurring any liability. The Company shall provide the customer with a written reminder notice five (5) days prior to and place a telephone call to the customer two (2) days prior to the discontinuance of service. 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 Price List, the Company may discontinue service without incurring any liability. Company shall give Customer fifteen (15) notice of discontinuance to give Customer an opportunity to arrange for an alternate service provider.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. 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 notice to the Customer, immediately discontinue or suspend service without incurring any liability.
- E. 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.

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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 Price List, 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).

2.5.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

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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 start of service 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 charges 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.
- 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.

2.5.7 Bad Check Charge

A charge will be assessed for all checks 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.

Bad check charge is \$25.00 per check plus any statutory remedy available to the Company.

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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 Price List.
- 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 test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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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 as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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 up to but not including 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 8-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 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 Price List 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 (pursuant to Section 2.6.3), or utilize another service provider;

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

- 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.

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

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one 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 other than where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.5.2.

2.7.1 Termination Liability

- A. Customer's termination liability for cancellation of service shall be equal to:
1. 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;
 2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
 3. The difference between the total actual monthly recurring charges to Customer for the Service during the entire time the Service was provided to Customer and the total monthly recurring charges which Customer would have paid or which Customer would have been required to pay if the Service had been based on a month to month term using the Company's most recent Price List prices at the time of cancellation.
- B. Either party shall have the right to cancel services without liability if Company is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by order of the Commission, the Federal Communications Commissions, or highest court of competent jurisdiction to which the matter is appealed, or other local, state or federal government authority.

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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 Price List. The Customer is responsible for payment of all charges for services furnished to the Customer or to Users authorized by the Customer to use service provided under this Price List, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

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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 Price List 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 Price List, 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 Price List. 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; or
- 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.

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2.0 REGULATIONS (cont'd)**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 Price List, all notices or other communications required to be given pursuant to this Price List 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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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 Price List, 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. Price list 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)**6.1.3 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. Price list 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**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a bid for a service not generally available under this Price List. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Contracts resulting from a special request will be submitted for approval and filed with the Commission.

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 Price List offering. Requests for 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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SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

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3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
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DEPOSIT
D O S 6

DATE
FEB 11 1999

February 10, 1999

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

VIA FEDERAL EXPRESS

Ms. Blanca S. Bayo
Director, Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0866

Re: Application of DSLnet Communications, LLC for Authorization to Provide
Alternative Local Exchange Service Within the State of Florida

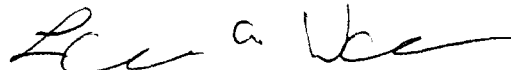
Dear Ms. Bayo:

Enclosed for filing are an original and 6 copies of the Application of DSLnet Communications, LLC. for Authorization to Provide Interexchange Telecommunications Service Within the State of Florida. Also enclosed is a check for \$250.00 to cover the filing fee.

Please date-stamp the extra copy of the application and return it to me in the enclosed self-addressed, stamped envelope.

Thank you for your attention to this matter.

Respectfully submitted,



Lawrence A. Walke
Counsel for DSLnet Communications, LLC

Enclosures

cc: Alan Bolduc

Check received with filing and
forwarded to Fiscal for deposit.
Fiscal to forward a copy of check
to RAR with proof of deposit.

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SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

WASHINGTON OFFICE
3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
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February 10, 1999

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

VIA FEDERAL EXPRESS

Ms. Blanca S. Bayo
Director, Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0866

Re: Application of DSLnet Communications, LLC for Authorization to Provide
Alternative Local Exchange Service Within the State of Florida

Dear Ms. Bayo:

Enclosed for filing are an original and 6 copies of the Application of DSLnet Communications, LLC. for Authorization to Provide Interexchange Telecommunications Service Within the State of Florida. Also enclosed is a check for \$250.00 to cover the filing fee.

Please date-stamp the extra copy of the application and return it to me in the enclosed self addressed, stamped envelope.

DOCUMENT NUMBER-DATE
01846 FEB 11 99
FPSC-RECORDS/REPORTING

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP
3000 K STREET, N.W., SUITE 300
WASHINGTON, DC 20007

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FLORIDA PUBLIC SERVICE COMMISS

PAY
TO THE
ORDER
OF

GENERAL ACCOUNT
TWO SIGNATURES REQUIRED ABOVE \$10,000

