

**Dakota Services, LTD.**  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186  
Phone: 414.717.2000 Fax: 414.717.2010  
<http://www.dslnet.com>

May 28, 1999

Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Blvd., Gunter Bldg.  
Tallahassee, FL 32399-0850

990701-TX

Dear Sir or Madam:

Enclosed please find for filing one (1) original and six (6) copies of two applications for an Alternative Local Exchange Carrier to provide local and interexchange services. Also, please find two checks to cover both applications in the amount of \$250.00 each.

Please acknowledge receipt of this filing by date stamping a copy of this letter and returning it in the envelope provided.

If you have any questions, please feel free to contact me at (414) 717-2000, ext. 131.

Sincerely,

Mary Jo Grant  
Regulatory Compliance Administrator

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

Initials of person who forwarded check:

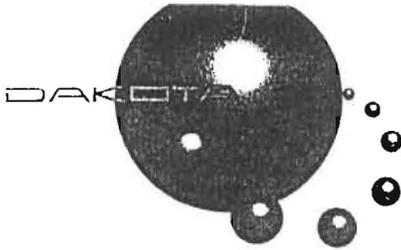
                    

DOCUMENT NUMBER-DATE

06787 JUN-1 99

FPSC-RECORDS/REPORTING

**ORIGINAL**



**Dakota Services, LTD.**  
 20825 Swenson Drive, Suite 150  
 Waukesha, WI 53186  
 Phone: 414.717.2000 Fax: 414.717.2010  
 http://www.dslnet.com

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 FLORIDA PUBLIC  
 SERVICE COMMISSION

99 JUN -1 AM 10: 32

MAIL ROOM

DEPOSIT DATE  
**D144** JUN 01 1999

May 28, 1999

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DOCUMENT NUMBER - DATE  
 06787 JUN -1 99  
 FPSC-RECORDS/REPORTING

**DAKOTA SERVICES, LTD.**  
 20825 SWENSON DR., SUITE 150  
 WAUKESHA, WI 53186

US BANK  
 12-10-750

5/28/99

3263

PAY TO THE ORDER OF PUBLIC SERVICE COMM OF FL  
 Two Hundred Fifty Dollars And 00 Cents

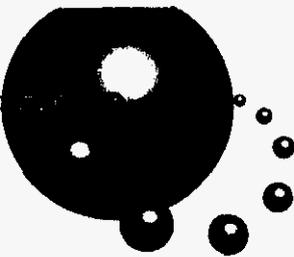
\$ 250.00

DOLLARS

MEMO PUBLIC SERVICE COMM OF FL  
 DIVISION OF RECORDS & REPORT  
 2540 SHUMARD OAK BLVD  
 TALLAHASSEE FL 32399-0850

*Gregg Lewis*

DAK



**Dakota Services, LTD.**  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186  
Phone: 414.717.2000 Fax: 414.717.2010  
<http://www.dsl.net.com>

RECEIVED  
FLORIDA PUBLIC  
SERVICE COMMISSION

99 JUN -1 AM 10:32

MAIL ROOM

DEPOSIT

DATE

D 1 4 4 <sup>INC</sup>

JUN 01 1999

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Regulatory Compliance Administrator

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forwarded to Fiscal for deposit.  
Fiscal to forward a copy of check  
to RAR with proof of deposit.

Initials of person who forwarded check:

ORIGINAL

# APPLICATION FORM

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

Original authority (new company)

Approval of transfer (to another certificated company)

Example, a certificated company purchases an existing company and desires to retain the original certificate authority.

Approval of assignment of existing certificate (to a noncertificated company)

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

Approval for transfer of control (to another certificated company)

Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of applicant:

DAKOTA SERVICES LIMITED

3. Name under which the applicant will do business (d/b/a):

NATIONAL DAKOTA SERVICES LIMITED CORPORATION

4. If applicable, please provide proof of fictitious name (d/b/a) registration.

Fictitious name registration number: F98000002613

PLEASE SEE EXHIBIT "A"

# APPLICATION FORM

5. A. National mailing address including street name, number, post office box, city, state, zip code, and phone number.

20825 SWENSON DRIVE, SUITE 150

WAUKESHA, WI 53186

(414) 717-2000 (T)

(414) 717-2010 (F)

- B. Florida mailing address including street name, number, post office box, city, state, zip code, and phone number.

c/o CT CORPORATION

1200 SOUTH PINE ISLAND ROAD

PLANTATION, FL 33324

(954) 473-5503

6. Structure of organization:  Check appropriate box(s)

<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation
<input checked="" type="checkbox"/> Foreign Corporation	<input type="checkbox"/> Foreign Partnership
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Other, Please explain _____

7. If applicant is an individual, partnership, or joint venture, please give name, title and address of each legal entity.

N/A

## APPLICATION FORM

8. State whether any of the officers, directors, or any of the ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

NONE OF APPLICANT'S OFFICERS, DIRECTORS, NOR ANY OF THE TEN LARGEST

SHAREHOLDERS HAVE PREVIOUSLY BEEN ADJUDGED BANKRUPT, MENTALLY INCOMPETENT,

OR FOUND GUILTY OF ANY FELONY OR ANY CRIME; NOR ARE ANY SUCH PROCEEDINGS

PENDING.

9. If incorporated, please provide proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: F98000002613

PLEASE SEE EXHIBIT "A"

10. Please provide the name, title, address, telephone number, Internet address, and facsimile number for the person serving as ongoing liaison with the Commission, and if different, the liaison responsible for this application.

MARY JO GRANT, REGULATORY COMPLIANCE ADMINISTRATOR

20825 SWENSON DRIVE, SUITE 150

WAUKESHA, WI 53186

(414) 717-2000 (T)

e-mail: maryjo.grant@dslnet.com

(414) 717-2010 (F)

11. Please list other states in which the applicant is currently providing or has applied to provide local exchange or alternative local exchange service.

PLEASE SEE EXHIBIT "B"

# APPLICATION FORM

12. Has the applicant been denied certification in any other state? If so, please list the state and reason for denial.

APPLICANT HAS NOT BEEN DENIED CERTIFICATION IN ANY STATE.

---

13. Have penalties been imposed against the applicant in any other state? If so, please list the state and reason for penalty.

NO PENALTIES HAVE BEEN IMPOSED AGAINST APPLICANT IN ANY OTHER STATE.

---

14. Please indicate how a customer can file a service complaint with your company.

CUSTOMER SERVICE IS AVAILABLE AT (888) 375-9750 24-HOURS A DAY AT THE  
NATIONAL CUSTOMER SERVICE CALL CENTER.

---

---

15. Please complete and file a price list in accordance with Commission Rule 25-24.825.(Rule attached)

PLEASE SEE EXHIBIT "C"

16. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide alternative local exchange service in Florida.

A. Financial capability. PLEASE SEE EXHIBIT "D"

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

## APPLICATION FORM

1. the balance sheet
2. income statement
3. statement of retained earnings.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

**NOTE: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.**

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 attest that the financial statements are true and correct.

- B. Managerial capability. PLEASE SEE EXHIBIT "E"
- C. Technical capability. PLEASE SEE EXHIBIT "F"

(If you will be providing local intra-exchange switched telecommunications service, then state how you will provide access to 911 emergency service. If the nature of the emergency 911 service access and funding mechanism is not equivalent to that provided by the local exchange companies in the areas to be served, described in detail the difference.)

PLEASE SEE EXHIBIT "G"

# APPLICATION FORM

## AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange service in the State of Florida. I have read the foregoing and declare that to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

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"

Official:

  
TED LASSER

Signature

05/28/99

Date

Title: PRESIDENT AND CEO

(414) 717-2000

Telephone Number

DAKOTA SERVICES LIMITED

Address: 20825 SWENSON DRIVE, SUITE 150

WAUKESHA, WI 53186

**Exhibit "A" CERTIFICATE OF AUTHORITY and**  
**ARTICLES OF INCORPORATION**

---

**Issued: 5/28/99**

**Effective:**

**Issued By: Mary Jo Grant, Regulatory Compliance Administrator**  
**Dakota Services Limited**  
**20825 Swenson Drive, Suite 150**  
**Waukesha, WI 53186**  
**v. (414) 717-2000**  
**f. (414) 717-2010**

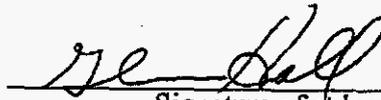
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**RESOLUTION OF BOARD OF DIRECTORS**

I, the undersigned Glenn Hall, do hereby certify that this resolution of the Board of Directors of Dakota Services, Limited, a corporation duly organized and existing under the laws of the State of Florida was duly adopted on May 1, 1998.

Resolved, that Dakota Services, Limited organized and existing in the State of Wisconsin, hereby adopts the name National Dakota Services Limited for use in Florida. <sup>Corporation</sup>

Dated: 5-1-98



Signature of at least one director

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 APR - 2 PM 4: 07

**APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION  
TO TRANSACT BUSINESS IN FLORIDA**

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS  
SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE  
STATE OF FLORIDA:

1. Dakota Services, Ltd. Corporation

(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION", or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Wisconsin

(State or country under the law of which it is incorporated)

3. 391885099

(FEI number, if applicable)

4. March 6, 1997

(Date of incorporation)

5. Perpetual

(Duration: Year corp. will cease to exist or "perpetual")

6. Upon Qual.

(Date first transacted business in Florida. (See sections 607.1501, 607.1502, and 817.156, F.S.))

7. 20800 Swenson Drive, Suite 440, Waukesha, Wisconsin 53186

(Current mailing address)

8. To provide telecommunications services

(Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)

9. Name and street address of Florida registered agent:

Name: C T Corporation System

Office Address: 1200 South Pine Island Road

Plantation, Florida, 33324

(Zip Code)

10. Registered agent acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application. 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 relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

Francis P. Regan

(Registered agent's signature) (Officer)

Francis P. Regan, Asst. Secy.

(Type Name and Title of Officer)

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 APR - 2 PM 4: 07

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors:

A. DIRECTORS

Chairman: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Vice Chairman: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Director: Glenn Hall \_\_\_\_\_

Address: 20800 Swenson Drive, Suite 440 \_\_\_\_\_  
Waukesha, Wisconsin 53186 \_\_\_\_\_

Director: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

B. OFFICERS

President: see attached list of officers \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Vice President: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Secretary: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 APR -2 PM 4: 07

Treasurer: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. Glenn Hall  
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. Glenn Hall, President  
(Typed or printed name and capacity of person signing application)

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 APR -2 PM 4: 07

Appendix to Florida  
Application by Fgn. Corp. for Authorization to Transact Business in Florida

**Officers of  
Dakota Services, Ltd.**

---

1. Glenn Hall, Chief Executive Officer  
20800 Swenson Drive, Suite 440  
Waukesha, Wisconsin 53186
2. Gordon Foster, Chief Financial Officer  
20800 Swenson Drive, Suite 440  
Waukesha, Wisconsin 53186
3. Terrance Tovar, Chief Operations Officer  
20800 Swenson Drive, Suite 440  
Waukesha, Wisconsin 53186
4. Craig Anderson, Executive Vice-President Project Development  
20800 Swenson Drive, Suite 440  
Waukesha, Wisconsin 53186
5. Steven Fisher, Executive V.P. of Technology Dev.  
20800 Swenson Drive, Suite 440  
Waukesha, Wisconsin 53186
6. Joseph Cox, Exec. V.P. of Sales & Marketing  
20800 Swenson Drive, Suite 440  
Waukesha, Wisconsin 53186
7. Theodore Lasser, Exec. V.P. of Network Services  
20800 Swenson Drive, Suite 440  
Waukesha, Wisconsin 53186

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 APR -2 PM 4: 07

DOM  
180 181 185

United States of America

State of Wisconsin



DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, RICHARD L. DEAN, Secretary, Department of Financial Institutions, do hereby certify that

**DAKOTA SERVICES, LTD.**

is a domestic corporation organized under the laws of this state and that its date of incorporation is **March 6, 1997.**

I further certify that corporation has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921 or 181.1622, Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on **May 7, 1999**

A handwritten signature in black ink, appearing to read 'Richard L. Dean'.

RICHARD L. DEAN, Secretary  
Department of Financial Institutions

BY: *Robert Kaus*

---

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

RECEIVED - DEPT OF  
FINANCIAL INSTITUTIONS  
STATE OF WISCONSIN

OK dm

**ARTICLES OF INCORPORATION  
OF  
DAKOTA SERVICES, LTD.**

97 MAR 6 11:00

The undersigned incorporator hereby adopts the following articles of incorporation for the purpose of forming a corporation (the "corporation") under the Wisconsin Business Corporation Law, ch. 180, Stats.

MAR 06 12:00PM

178525 DCORP-WI 100.00

**ARTICLE 1  
Name**

The name of the corporation is Dakota Services, Ltd.

**ARTICLE 2  
Authorized Shares**

The aggregate number of shares that the corporation shall have authority to issue is 10,000. The corporation's authorized shares shall consist of one class only and shall be designated as common stock ("common stock"), without par value.

**ARTICLE 3  
Registered Office and Registered Agent**

The street address of the corporation's initial registered office is 212 W. Wisconsin Ave. #700, Milwaukee, WI 53203. The name of the corporation's initial registered agent at this address is Glenn A. Hall.

**ARTICLE 4  
Incorporator**

The name and address of the incorporator of the corporation is Glenn A. Hall, 212 W. Wisconsin Ave. #700, Milwaukee, WI 53203.

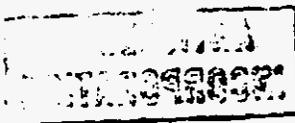
**ARTICLE 5  
Preemptive Rights**

The corporation elects to have preemptive rights.

**ARTICLE 6  
Restrictions on Transfer**

If the corporation's shareholders enter into one or more unanimous written agreements with the corporation that impose limitations on the transfer of shares of the corporation's stock or that otherwise provide for the purchase and sale of outstanding

0 D 176872



shares upon the happening of certain events and contingencies, each such agreement shall be binding on the parties to the agreement in all respects, and any attempted transfer of shares in violation of the agreement's terms and provisions shall be void and ineffective in all respects. If any such agreement so provides, all persons who subsequently acquire shares shall be bound by the agreement's terms and provisions as if they were signatories to the agreement.

Dated: March 4, 1997.

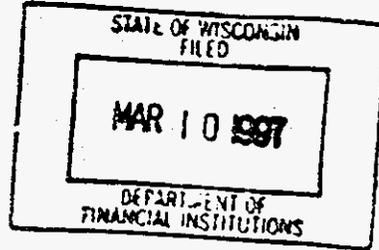
Glenn A. Hall  
Glenn A. Hall  
Incorporator

This document was drafted by  
Attorney John A. Todrow  
John Miller Carroll, S.C.  
212 W. Wisconsin Ave. #212  
Milwaukee, WI 53203

**ARTICLES OF  
INCORPORATION**

Chap. 180

\$100.00  
Kc



Return acknowledgment copy to:  
**JOHN MILLER CARROLL**  
LAW OFFICES  
212 W. Wisconsin Ave., Ste. 1000  
Milwaukee, WI 53203  
(414) 291-9404

**Exhibit "B" STATES IN WHICH APPLICANT IS CURRENTLY PROVIDING  
OR HAS APPLIED TO PROVIDE ALTERNATIVE LOCAL  
EXCHANGE SERVICE**

1. Applicant's business history:

Applicant was incorporated in the State of Wisconsin March 6, 1997, as Dakota Services Limited. Applicant was organized as a C-corporation. Applicant received qualification from Wisconsin Public Service Commission April 9, 1997, as a data CLEC to provide advanced telecommunications through DS1, DS3, and Digital Subscriber Line (xDSL) technology. Concurrently Interconnection Agreement negotiations with ILECs Ameritech and GTE were initiated and subsequently approved by the Wisconsin Public Service Commission. Applicant began servicing customers in the states of Wisconsin, on July 1, 1997 and in Illinois, on October 15, 1998.

2. Applicant's authority to conduct business in other jurisdictions:

Applicant sought and received qualification March 31, 1998, to provide advanced telecommunications services as a Federal Data IXC through a Federal Tariff filed with the FCC. As of that date, Applicant obtained legal status to pursue access to RBOC and ILEC UNEs and to pursue collocation when providing interstate service.

Applicant has applied to 49 states and has received Certificate of Authority to conduct business in 43 of those states as of the date of this Application. Applicant has received data CLEC and IXC qualification in 20 states and an additional 13 states

---

Issued: 5/28/99

Effective:

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**Dakota Services Limited**  
**20825 Swenson Drive, Suite 150**  
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**v. (414) 717-2000**  
**f. (414) 717-2010**

are on the State Commission dockets. Applicant has never been denied any requested authority.

CLEC and IXC applications are currently being filed with the remaining state public utility commissions. As of this date, Interconnection Agreements with RBOCs and ILECs have either been approved or are in the last phase of approval within the states in which the Applicant is pursuing qualification. The Interconnection Agreement Applicant has with Bell South was approved on August 4, 1998 by the Florida Public Service Commission. The Interconnection Agreement Applicant has with Sprint is pending before the Florida Public Service Commission.

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Issued: 5/28/99

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v. (414) 717-2000  
f. (414) 717-2010

**Exhibit "C" ILLUSTRATIVE TARIFF – REGULATIONS AND SCHEDULE OF  
CHANGES FOR LOCAL EXCHANGE WITHIN THE STATE OF  
FLORIDA**

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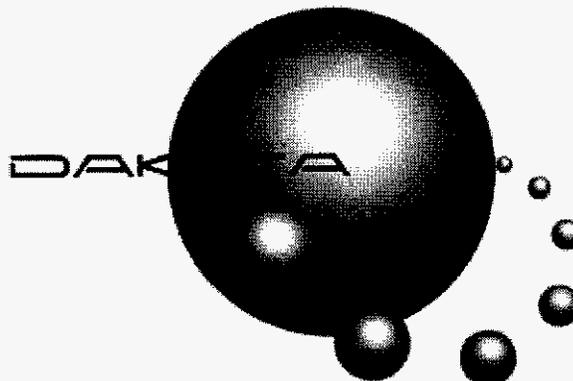
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20825 Swenson Drive, Suite 150  
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v. (414) 717-2000  
f. (414) 717-2010

NATIONAL DAKOTA SERVICES LIMITED CORPORATION  
REGULATIONS AND SCHEDULE OF CHARGES FOR  
LOCAL EXCHANGE SERVICES  
WITHIN THE STATE OF FLORIDA

ILLUSTRATIVE



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Proposed Effective Date: 6/28/99

Effective:

Docket No.:

Issued By: Dakota Services Limited  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186

---

CHECK SHEET

The Title Leaf and Leaves 1 through 21, inclusive, of this tariff are effective as of the date shown.\* The revised leaves listed below contain all changes from the original tariff that are in effect on the date shown.

<u>Leaf</u>	<u>Number of Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original

\* All material in this tariff is new.

---

Proposed Effective Date: 6/28/99

Effective:

Docket No.:

Issued By: Dakota Services Limited  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186

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Proposed Effective Date: 6/28/99

Effective:

Docket No.:

Issued By: Dakota Services Limited  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186

PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- R - to signify a rate reduction
- I - to signify a rate increase
- C - to signify a changed regulation
- T - to signify a change in text but no change in a rate  
or regulation
- S - to signify a reissued matter
- M - to signify a matter relocated without change
- N - to signify a new rate or regulation
- D - to signify a discontinued rate or regulation
- Z - to signify a correction
- N/A - to signify a non-active service

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Proposed Effective Date: 6/28/99

Effective:

Docket No.:

Issued By: Dakota Services Limited  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186

---

## 1. GENERAL INFORMATION

This tariff contains the regulations and rates applicable to the provision of Service by Dakota Services, Ltd. This tariff is not applicable to non-common carrier services or to services that are not jurisdictionally intrastate.

## 2. REGULATIONS

### 2.1 Definitions

For the purpose of this Tariff, the following definitions will apply:

Advance Payment: Part or all of payment required before start of Service.

Application for Service/Service Application/Service Order: Standard Company order form(s) which in total includes all pertinent billing, technical and other descriptive information which will enable the Company to provide Service.

Authorized User: A person, firm, corporation or other entity (including Customer) that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Business Applicant: A Business Applicant is any entity or individual who applies for Service under this Tariff whose primary use of the Service will be of a business, professional, institutional, or otherwise occupational nature.

Business Customer: A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Business Service: A Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, Service is classified as Residential Service if installed in a residence. See also definition of Residential Service.

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## 2. REGULATIONS (con't)

2.1 Definitions (con't)

Cancellation of Order: A Customer initiated request to discontinue processing a Service Order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line cancelled from an order prior to its completion by Company, under the following circumstances: (1) if the Local Access Provider has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; and/or (2) if the Company has already submitted facilities orders to an interconnecting telephone company; and/or (3) in accordance with Section 2.4.1 Cancellation charges will be assessed for each Circuit comprising Interexchange Service subject to a Cancellation of Order in accordance with Section 2.

Channel or Circuit: A dedicated communications path between two or more points.

Communication Services: The Company's interstate private line interexchange Services.

Company: Dakota Services, Ltd., the issuer of this Tariff.

Customer: The person, firm, corporation, governmental unit or other entity (including the successors and assigns of such entities) which orders Service -- either for its own use as a resale carrier or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Company Tariff regulations.

Customer Premises/Customer's Premises: Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of third parties.

DSL: Dakota Services, Ltd. (the Company).

DUC: Designated Underlying Carrier.

Expedite: A Service Order that is processed at the request of the Customer in a time period shorter than the Company standard Service interval.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying

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## 2. REGULATIONS (con't)

2.1 Definitions (con't)

communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Installation: The connection of a Circuit, Dedicated Access Channel, or port for new, changed or an additional Service.

Interexchange Service/(IXC): Interexchange Service means that portion of a Channel or Circuit between a Company designated Point-of-Presence in one exchange and a Company designated Point-of-Presence in another exchange.

Interruption: A condition whereby the Service or a portion thereof is inoperative beginning at the time of notice by the Customer to the Company that such Service is inoperative and ending at the time of restoration.

Joint User: A person, firm, or corporation that is designated by the Customer as a User of Services furnished to the Customer by Dakota Services, Ltd. and to whom a portion of the charges for the Service will be billed under a Joint User Arrangement as specified herein.

Nonrecurring Charges: One-time charges relevant to Service.

Payment Method: The manner in which the Customer is authorized by the Company to pay charges for Service.

Private Line: A Channel or Circuit dedicated to a particular customer without regard to actual use.

Recurring Charges: The monthly charges to the Customer for Services, facilities and equipment, that continue for the agreed upon duration of the Service.

Residential Applicant: A Residential Applicant is any individual who applies for Service under this Tariff whose primary use of the Service will be of a social or domestic nature.

Residential Customer: A Residential Customer is one who subscribes to the Company's Service(s) and whose primary use of the Service(s) is of a social or domestic nature.

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## 2. REGULATIONS (con't)

2.1 Definitions (con't)

Residential Service: Service is classified as Residential Service where the use is primarily of a domestic or social nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, Service is classified as Residential Service if installed in a residence.

Restore: To make Service operative following an Interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Service: Service means any or all telecommunications service(s) provided to or obtained by Customer, any Authorized User or third party from the Company which is described in this Tariff as modified from time to time.

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 that does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the Service is calculated from the Service Commencement Date.

Shared: A facility of equipment system or subsystem that can be used simultaneously by several Customers.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use Service provided under this Tariff.

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## 2.2 Undertaking of the Company

2.2.1 Scope: The Company undertakes to provide Service in accordance with the terms and conditions set forth in this tariff and any Service Agreement executed by the Customer.

### 2.2.2 Availability of Service

(A) Service is available twenty-four (24) hours per day, seven (7) days per week, subject to transmission, atmospheric, topographic and like conditions.

(B) Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Service because of (i) the lack of transmission medium capacity, (ii) the need to perform maintenance, modifications, upgrades, relocations or other similar activities necessary for the provision of Service or (iii) any cause beyond its control.

(C) The Company reserves the right to arrange for Service to be furnished through the facilities of another entity when necessary.

### 2.2.3 Liability of the Company

(A) Except as stated in this Section 2.2.3, the Company shall have no liability for damages, including without limitation direct, consequential, special, incidental or indirect damages, arising out of or related to events, acts, rights or privileges contemplated in this tariff.

(B) The liability of the Company for damages arising out of mistakes, interruptions, omissions, delays, errors or defects occurring in the course of establishing, furnishing, rearranging, changing, or terminating Service under this tariff, and not caused by the failure or negligence of

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2.2 Undertaking of the Company (con't)2.2.3 Liability of the Company (con't)

the Customer, shall in no event exceed either (i) an amount equivalent to the proportionate charges the Company would assess the Customer for the period of Service during which such mistakes, interruptions, omissions, delays, errors or defects occur, or (ii) the monthly fee relating to the Service, whichever is less. No other liability in any event shall attach to the Company.

- (C) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fire, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including federal, state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; any national emergencies, insurrections, riots, wars; or any labor difficulties.
- (D) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer equipment, facilities or service used with the Service furnished in this tariff; nor shall the company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment or facilities.
- (E) The Company is not liable for any damages, including usage charges, the Customer may incur as a result of the unauthorized use or the misuse of the Service. This unauthorized use or misuse includes, but is not limited to, the unauthorized use or misuse of Service by the Customer's employees, third parties,

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## 2.2 Undertaking of the Company (con't)

### 2.2.3 Liability of the Company (con't)

or the public. The Company does not warrant or guarantee that it can prevent unauthorized use or misuse.

- (F) There is no express or implied warranty or condition, whether of merchantability, fitness for a particular purpose or otherwise, to the extent applicable, with respect to the Service provided by the Company.

### 2.2.4 Claims

- (A) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to (A) claims for libel, slander, invasion of privacy, or infringement of copyright in connection with the material transmitted over the Company's Service or facilities; (B) claims for infringement of patent arising from the combination, connection or use of the Company's equipment, facilities or Service with Customer-provided equipment, facilities or services; and (C) any other claim resulting from any act or omission of the customer or patron(s) of the Customers relating to the use of the Company's Service or facilities.
- (B) The Company and Customer shall mutually agree all claims, actions, or proceedings arising in connection with the Service shall be governed by the laws of the State of Wisconsin, and venue for such claims shall be in the State of Wisconsin.

### 2.2.5 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, Customer-provided equipment and facilities used in connection with this Service shall be so constructed, maintained and operated as to work satisfactorily with the Company's Service, equipment and facilities.

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## 2.2 Undertaking of the Company (con't)

### 2.2.5 Provision of Equipment and Facilities (con't)

- (B) The Company shall not be responsible for the installation, operation or furnishing of any Customer-provided equipment or facilities. Where such equipment or facilities are used in connection with the Service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of the Service under this tariff and to the maintenance and operation of such Service. The Company shall not be liable to the Customer if changes in any of the Company's equipment, facilities, operations or Service (i) renders obsolete any of the Customer-provided equipment or facilities; (ii) requires modification of the Customer-provided equipment or facilities; or (iii) otherwise affects the reception of signals by Customer-provided equipment or facilities.

## 2.3 Obligations of the Customer

### 2.3.1 Service Activation/Deactivation

- (A) To activate or change Service, the Company may require the Customer to execute a Service Agreement containing, but not limited to, the following information: (i) name; (ii) address; and (iii) telephone number.
- (B) The Customer may terminate Service by written notice delivered thirty (30) days prior to the end of the initial term, subject to full payment of the charges, including termination charges, for the Service rendered or, as applicable, for the minimum period or commitment.

### 2.3.2 Payment Arrangements

- (A) The Customer is responsible for payment of all charges for Service furnished by the Company to the Customer. This responsibility is not changed due to any unauthorized use or misuse of the Service by the Customer's employees, third parties, or the public.

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## 2.3 Obligations of the Customer (con't)

### 2.3.2 Payment Arrangements (con't)

Customer shall indemnify and hold the Company harmless from all costs, expenses, claims or actions arising from unauthorized use or misuse of any nature of the Service. The Customer shall not be excused from paying the Company for Service provided to the Customer or any portion thereof on the basis that unauthorized use or misuse occurred over the Service.

- (B) In cases where special construction or materials or unusual expenses are required to supply Service to the Customer, the Customer shall pay additional charges to compensate for the additional costs.
- (C) Federal, state and local sales, use, excise and other taxes, where applicable, shall be added to the charges contained therein, unless the Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility of the Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable.
- (D) Charges for Service are payable in advance except for per minute or per call charges, if any, which are payable in arrears. Bills are due and payable when tendered and are payable at the business office of the Company or at any other office designated by the Company.
- (E) Interest, at the lesser of (i) the rate of one and one-half (1.5) percent compounded monthly (19.56% per annum) and computed on a daily basis or (ii) the highest rate allowed by law per month, may accrue upon any unpaid amount commencing thirty (30) days after the date of the invoice. If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the defendant Customer shall pay the

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### 2.3 Obligations of the Customer (con't)

#### 2.3.2 Payment Arrangements (con't)

reasonable counsel fees and costs of the Company in prosecuting such proceedings and appeals therefrom.

- (F) Charges shall be deemed correct and properly billed if the Customer fails to notify the Company in written or oral notice with reasonable detail that it is disputing a particular charge within thirty (30) days after the date of the invoice.
- (G) A fee of twenty dollars (\$20.00) will be charged for all returned checks.

#### 2.3.3 Service Deposits

- (A) The Customer may be required to make a Service Deposit if the Customer has not established its creditworthiness to the satisfaction of the Company. Amount of deposit shall be in written notice and subject, but not limited to one month's service and installation charges payment and is due within fifteen (15) calendar days before service is established.
- (B) Upon deactivation of Service or after a one-year period of non-delinquency in the payment for Service, the Customer may withdraw this deposit, provided the deposit is not credited against bills for Service and the Customer supplies satisfactory proof of the right to receive the deposit. An interest rate of 5.39 percent per annum shall be paid on deposits.

#### 2.3.4 Liability of the Customer

The Customer shall be liable for any damages to or loss of the Company's equipment, facilities or Service or for any injury to the Company's personnel caused by the negligence or willful act of the Customer's officers, employees, agents or contractors.

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#### 2.4 Confidential Information

The Customer shall submit to the Company true and exact information relating to its Service orders and shall advise the Company of any change in such information. The Customer shall have authority to submit such information to the Company. All information exchanged between the Company and Customer shall be kept confidential except that the Company may make Customer information available where necessary to employees or agents of the Company for the purpose of providing Service.

#### 2.5 Use of Service

- (A) The Service shall not be used for any unlawful purpose.
- (B) The Service shall be used in a manner consistent with the terms of this tariff and the policies and regulations of all federal, state and local governmental authorities having jurisdiction over the Service.
- (C) The Service or any rights associated therewith may not be assigned or in any manner transferred without the written consent of the Company.

#### 2.6 Termination of Service for Cause

- (A) Upon non-payment of any sum owing to the Company for more than forty-five (45) days beyond the date the bill for Service is mailed by the Company, or upon violation of any of the terms or conditions governing the furnishing of Service under this tariff, the Company may, without incurring any liability, terminate the furnishing of Service to the Customer under this tariff.
- (B) The Company reserves the right to terminate Service without notice if it deems such action necessary to protect against fraud or to protect its personnel, agents, equipment, facilities or Service.
- (C) Notwithstanding (A) & (B) above, the Service shall terminate automatically upon the initiation by or against the Customer of a proceeding in bankruptcy, reorganization,

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## 2.6 Termination of Service for Cause (con't)

insolvency, receivership or assignment for the benefit of creditor.

- (D) Termination of Service for cause does not relieve the Customer of the obligation to pay all charges that have accrued under this tariff.

## 3. SERVICE OFFERINGS AND RATES

### 3.1 General

- (A) Service Charges are in addition to all other rates and charges that may be applicable for Service and equipment provided by the Company.

- (B) Service Charges:

(1) Miscellaneous - one charge covers all miscellaneous Services performed at the same time for each Service for which a separate monthly bill is rendered.

(2) Line Connection Charge - the charge for performing all or part of the operations associated with the connection of a Central Office line or provision of network access.

(3) Restoration of Service Charge:

(a) Restoration of Service will be subject to a Service Charge if Company suspends service due to nonpayment and the Service has not been disconnected.

(b) When Service is rendered inoperative by causes beyond the control of the Customer, excluding theft, the same Company provided Service as destroyed will be

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## 3. SERVICE OFFERINGS AND RATES (con't)

3.2 General (con't)

## (3) Restoration of Service Charge: (con't)

## (b) (con't)

reestablished at the same or different location, at the option of the Customer, without Service or Installation Charges.

3.2 xDSL Connection Charge

## (A) Per Access line or Data Connection - Residence

(1) Central Office Work Charge	\$	<u>          N/A</u>
(2) New Line Connection Charge	\$	<u>          N/A</u>

## (B) Per Access Line or Data Connection - Business

(1) Central Office Work	\$	<u>      450.00</u>
(2) New Line Connection Charge	\$	<u>     1,500.00</u>

3.3 Restoration Charge

## (A) Temporary Suspension at Customer's Request

Nonrecurring Charge Per xDSL Line Restored		<u>      \$950.00</u>
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## (B) Temporary Suspension for Nonpayment

In the event Service is temporarily interrupted for nonpayment, such Service will be restored upon payment of charges due or, at the discretion of the Company, a substantial portion thereof, and in addition, charges as specified following will be applicable to restore such Services.

Charge per xDSL Line Restored		<u>      \$950.00</u>
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3.4 xDSL Service

xDSL Service provides a Customer with a digital connection operating at varying data rates and effective distance (measured in feet) from a Central Office. Each line connection provides 1.5 Mbps downstream and 16 Kbps upstream at 18,000 feet. High Data Rate Digital Subscriber Line (HDSL) uses two (2) pair lines and achieves rates of 1.544 Mbps, equivalent to a T-1 line. Single Line DSL (SDSL) is similar to HDSL, but uses only one (1) pair line. SDSL can achieve the same throughput as HDSL with half the lines, but at shorter distances from a central office to customer premise - 10,000 feet compared to 12,000 feet for HDSL. Very High Data Rate Digital Subscriber Line (VDSL) is used for the very shortest distances and can achieve speeds of 13 Mbps under 4,000 feet and up to 52 Mbps at 1,000 feet. Each line connection provides access to wide area network or Internet connection over a high speed unbundled pair of copper lines.

Non-Recurring and Monthly Recurring Rates per xDSL line per Point. Apply as follows:

<u>Per Line</u>	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
SDSL - 384 kbps	<u>\$500 - \$1,850</u>	<u>\$ 89 - \$299</u>
SDSL - 768 kbps	<u>\$500 - \$1,850</u>	<u>\$ 109 - \$450</u>
ADSL - 1.6 mbps	<u>\$500 - \$2,850</u>	<u>\$ 109 - \$589</u>
ADSL - 2.5 mbps	<u>\$500 - \$2,850</u>	<u>\$109 - \$1,350</u>
ADSL - 4 mbps	<u>\$500 - \$2,850</u>	<u>\$300 - \$1,600</u>
ADSL - 5 mbps	<u>\$500 - \$2,850</u>	<u>\$300 - \$1,800</u>
ADSL - 7 mbps	<u>\$500 - \$2,850</u>	<u>\$450 - \$2,300</u>
HDSL - 1.5 mbps	<u>\$2,450</u>	<u>\$ 549.00</u>

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#### 4. PROMOTIONAL OFFERINGS

The Company may offer special promotions to its Customers waiving certain charges or offering services at special rates. Promotional discounts include but are not limited to reduced monthly rates or charges, incentive subscription bonuses, free Service periods, full or partial waivers of installation charges, or any combination thereof. The maximum length of a promotion will be one hundred and eighty (180) days and may be extended at the Company's discretion. Promotional offerings are subject to filing and approval by the Commission.

#### 5. SPECIAL CUSTOMER ARRANGEMENTS

5.1 Each Specialized Customer Arrangement (SCA) is an individually negotiated contract offering tailored to meet the telecommunications needs of the customer for whom the offering was designed. Each SCA contains a service, or combination of services, and includes supplemental terms and conditions. Unless otherwise specifically provided for, each SCA is available to all similarly situated customers for a period of thirty (30) days following the date of issue of the tariff provision reflecting the SCA or the SCA contract date of the initial customer for whom the SCA was designed, whichever comes first, and the Customer must agree to service installation no later than thirty (30) days following enrollment in the SCA. When SCA terms and conditions not affecting charges are inconsistent with this tariff, the terms and conditions of the Tariff will control.

5.2 Special conditions exist with Customers who use xDSL Service to access a wide area network application. Site specific pricing and interstate data link cost determined by mileage requirements are calculated to create a virtual private network pipeline connection.

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**Exhibit "D" FINANCIAL CAPABILITY**

Applicant is a privately held Wisconsin C-corporation. Applicant has agreed to terms with a substantial investor and is awaiting stockholder approval of the transaction at the next stockholders meeting in late May 1999. It is expected that Stockholders will approve the transaction. Details of the transaction will be provided subsequent to the May 1999 stockholders meeting and thereby submitted to the Public Service Commission as **Exhibit "D"**. These documents will be offered to demonstrate Applicant's financial ability to provide the proposed services. The corporation's fiscal year begins June 1 and ends May 31.

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f. (414) 717-2010**

**Exhibit "E" MANAGERIAL CAPABILITY**

Theodore Lasser  
President and Chief Executive Officer

Named President and Chief Executive Officer in 1998, Theodore Lasser, age 46, brings 25 years of telecommunications and electronic engineering experience to the executive management team of Dakota Services, Ltd., Waukesha, Wisconsin. As a core founder of Dakota Services, Ltd., Mr. Lasser provides operational leadership over the national deployment strategy to provide high speed xDSL and ATM technology to the desk top as a national Data CLEC.

Previously, over the past 10 years, Theodore has posted executive level and equity positions in privately held telecommunication companies serving the wide area network and carrier services markets. His extensive tariff and legislative involvement in deploying national voice and data networks, including Ameritech's 911 network, lends insight and guidance to the regulatory CLEC requirements to insure Dakota Services Ltd's national success.

Involvement in new market deployments, corporate strategic positioning and market dominance is evident through product design and service offering differentiation for Ameritech and Schneider Communications (Frontier). This represents a strong marketing and strategic corporate development of central office switching services and network technologies.

Mr. Lasser, a decorated Vietnam Veteran, graduated Cum Laude from Cardinal Stritch University with dual degrees in Business Management and Marketing in 1991. He is active in local and national legislative issues and resides on the Board of Directors of his vested firms.

Douglas Zolnick  
VP Research & Development

Age 37, Bachelors of Science Degree in Business with a minor in Management in Electrical Engineering, University of Colorado – Boulder, 1986. EIT certification. Eleven (11) years of telecommunications experience with DSC Communications, Electronic Data Systems, NTIA Institute of Telecommunications Sciences, Xylan, and BDM Corporation. ATM, LAN/VLAN switching/routing, EDS\*LINK, EDS Video Conferencing, GM Infranet IP network design and implementation. Telco, Competitive Access, CLEC, Cable, ISP, End-user, consulting and implementation on multi-service access, transmission, core switching, Transparent LAN Service (TLS), frame relay, ISDN, BISDN, SONET, SDH, cell relay, circuit emulation, Internet access and distribution.

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**Issued: 5/28/99**

**Effective:**

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**f. (414) 717-2010**

James M. Webb  
VP Network Operations

Age 57, M.A. in Personnel Management from Central Michigan University, B.S. in Business Administration from Drake University, currently completing MBA in management from the University of St. Thomas. Mr. Webb has over 30 years experience in the telecommunications field. His experience includes a broad spectrum of operations and staff positions in network engineering and operations. Immediately prior to joining Dakota Services, Ltd. he was responsible for Sprint LTD's engineering and construction operations in Minnesota, Nebraska and Wyoming. Mr. Webb spent 1978 and 1979 as liaison to the Washington, D.C. office of United Telecommunications, Inc. (Sprint), assisting with pending FCC Dockets and federal legislation. He worked one year as a full time consultant to the Kansas Corporation Commission providing industry expertise during the divestiture rate cases for AT&T and Southwestern Bell. During this time Mr. Webb testified as the Commission's policy witness in the generic docket to determine the appropriate regulation of mobile communications in Kansas.

Dan Garvey  
Director of Channel Distribution

Mr. Garvey, age 37, has transitioned his consultative management skills gained by the experience from McLeod USA which is now directed to Dakota Services Limited. The knowledge and skill level developed by Mr. Garvey produced the fastest growing, number one region in the country for McLeod USA. That same dedication and drive is being applied to the deployment strategy of Dakota Services Limited's direct sales force. His computer and networking technical background as well as his marketing background enables him to combine the customers needs with the available technology to form a superior product offering with the highest return to the corporation's bottom line.

Mr. Garvey possesses an enthusiastic, energetic, and empowered approach to his Directorship and responsibility to building Dakota Services Limited's Channel Distribution.

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**Exhibit "F" TECHNICAL CAPABILITY**

Applicant is the only facilities-based data CLEC in the nation that has deployed a network footprint by collocating equipment in 100+ CO switch sites and transporting that traffic over high-speed connections to a remote switching center. Within each CO, Applicant maintains a rack that houses the Digital Subscriber Line Access Multiplexers (DSLAMs) that connect to the unbundled local loops supplied by the RBOC or ILEC. A DSL modem terminates the link at the customer premises.

As of the date of this Application, Applicant has made 100+ central offices operative, spanning the entire Ameritech and GTE region as well as implementing a national deployment strategy. By year's end, Applicant will have targeted an additional 500 central offices for deployment. This aggressive deployment will continue well into the year 2000.

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f. (414) 717-2010**

Douglas Zolnick

**PROFESSIONAL EXPERIENCE**

**Dakota Services Limited – Vice President, Research and Development**

**1997 – Present**

Responsibilities:

- DSL network architecture.
- DSL geographic-specific network designs.
- Service capability definition, service description and service planning.
- Engineering and operations guidelines.

Major Accomplishments:

- *DSL network architecture:* developed network architecture for specific access, transmission and switching content based upon regulatory, interconnection and technology guidelines/limitations. Defined interface standards between associated network elements and defined multi-vendor interworking specifications. Researched vendor-specific solutions, developed evaluation criteria and performed vendor-selection to meet the objectives of the overall network architecture.
- *DSL geographic-specific network designs:* developed local, metropolitan and regional network designs, per-city, per-state and nationally, to apply the network architecture to geographical designs for deployment of the Dakota Services Limited public service network.
- *Service capability definition, service description and service planning:* developed the service aspects of the Dakota Services Limited public service network. Service capabilities for xDSL access options, and corresponding backbone network switching/transmission, were developed. Defined quality of service parameters, corresponding to data, voice and video applications.
- *Engineering and operations guidelines:* developed engineering and operations guidelines for the establishment, management and provisioning of the Dakota Services Limited public service network.

**Xylan Corporation – Director, Consulting Services**

**1996 – 1997**

Responsibilities:

- ATM network technology expert.
- LAN/VLAN switching/routing network technology expert.
- Carrier industry (Telco, Competitive Access, CLEC, Cable, ISP) consulting.
- End-user industry consulting.
- Business plan development and management.
- Product planning and marketing.
- Customer satisfaction and expectation management.

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Issued: 5/28/99

Effective:

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## Major Accomplishments:

- *ATM network technology*: designed, engineered and built ATM private and public networks. Access, edge, core and interworking ATM functions implemented using UNI, PNNI, MPOA, LANE, CES, frame relay, bridging, routing and trunking technologies. Functional entities of the networks mapped to access, transmission and switching network elements. Service descriptions and multiple-service networks created using common core network aspects. Established NMNs, trained customers and provisioned ATM networks for turn-key customer maintenance.
- *LAN/VLAN switching/routing network technology*: designed, engineered and built LAN switching and routing networks integrating with or replacing hub and standalone router technologies. Typical network designs included adding switching bandwidth, providing backbone IP/IPX resource consolidation and developing routing re-designs to increase performance/cost while minimizing obsolescence. Multiple protocol-level VLAN designs were achieved, preparing networks for the new networking paradigm of virtuality.
- *Carrier industry (Telco, Competitive Access, CLEC, Cable, ISP) consulting*: provided consulting services to the Telco, CAP, CLEC, Cable and ISP industries. Multi-service access, edge, transmission, core switching, interworking and management networks developed providing Transparent LAN Service (TLS), Frame Relay, Cell Relay, Circuit Emulation and Internet Access/Distribution services. The resultant network designs, engineering specifications and management guidelines were tailored to the specific marketing and business plan objectives of each individual customer/industry. Built networks after design, working with customer's design, engineering and operations staff. Templated the network construction process.
- *End-user industry consulting*: provided equivalent consulting services to end-user industry, re-designing traditional networks using hub/router/duplicity designs. Applied advanced networking technology, with Xylan-unique service offerings, to better apply network requirements to equipment functions. VLAN designs, routing re-designs, service and functional entity designs were completed and implemented from small-scale remote office to large-scale backbone replacement projects.
- *Business plan development and management*: developed the business plan and objectives for Xylan to operate consulting services as a product line. Managed the consulting services group, managed the technology planning and core competencies of the consulting group and scheduled consulting projects.
- *Product Planning and Marketing*: defined multi-protocol switching, routing, LANE, MPOA, PNNI, frame relay and circuit emulation services for the Xylan X-Cell ATM matrix switch; defined interactive and on-demand distributive video services for the X-Cell switch; defined ATM signalling requirements for the X-Cell switch; defined access multiplexor, access network and cross-connect/transmission network requirements for interfacing the X-Cell switch to other ATM network elements; defined reliability, redundancy, survivability attributes for the X-Cell switch; defined packaging and price/performance requirements for various markets and customers.
- *Customer satisfaction and expectation management*: developed a formal customer requirements and application process, by which customer and Xylan explicitly acknowledged the agreed network and service capabilities. Gained the confidence of customers to where they would turn over their networks to me for building the next generation networks/paradigms, often putting me in charge of the design, engineering, installation and operation functions until formal cutover.

DSC Communications Corporation – Senior Manager, Product Planning

1994 – 1996

Issued: 5/28/99

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## Responsibilities:

- ATM product planning for the DSC iMPAX ATM switching product line.
- ATM product line marketing.
- ATM network design, service design and engineering for data and video services.
- Customer and corporate consulting.

## Major Accomplishments:

- *ATM Product Planning:* defined the bridging, routing over ATM and LANE services for the iMPAX ATM edge switch; defined frame relay interworking for iMPAX switch; defined interactive and on-demand distributive video services for the iMPAX switch; defined ATM signalling requirements for the iMPAX switch; defined access multiplexor, access network and cross-connect/transmission network requirements for interfacing the iMPAX switch to other ATM network elements.
- *ATM Product Line Marketing:* contributed to the press announcements introducing the iMPAX product line to the ATM marketplace; designed, developed and built iMPAX trade show demonstrations; represented DSC as an ATM consultant at industry trade shows.
- *ATM Network Design/Engineering:* defined, planned, organized and managed a network design and engineering group; designed/engineered all RFP network solutions; designed/engineered multi-vendor and DSC-specific cross-divisional network solutions.
- *Customer and Corporate Consulting:* consulted with DSC customers on ATM network designs, requirements and services; consulted with DSC corporate planning/marketing to establish ATM product plans providing cross-divisional, revenue-producing, integrated product solutions.
- *Telecommunication Standards:* represented DSC in the development of the international standards for ATM at the ATM Forum and its subcommittees.

**Electronic Data Systems (EDS) Corporation – Senior Network Engineer****1989 – 1994**

## Responsibilities:

- Lead designer for the EDS next generation networks.
- Technology expert for current and next generation networks.
- Technology analysis, selection, management and planning.
- Customer and Business Unit consulting.
- Network planning.
- Project managing.
- Engineering and Operations training.

## Major Accomplishments:

- *ATM Network Design:* defined IP, IPX, SNA, video-on-demand, video conferencing, video distribution and voice service requirements; mapped routing, signalling, switching, relaying and multicasting functions to equipments; designed multi-media customer premises distribution network and transport network interfaces; planned four-phase network deployment; initiated current network decommissioning and integration.

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- *EDS\*LINK Network Design:* added six IP and IPX remote access services to the EDS\*LINK network; added five secured IP Internet services to EDS\*LINK; designed routing configurations to accommodate new services; planned global deployment of EDS\*LINK.
- *EDS Video Conferencing Network Design:* defined switched video services; defined dedicated video services; designed/engineered switched/dedicated service integration; planned global deployment.
- *GM Infranet IP Network and Video Network Design:* designed IP data network and video conferencing network; planned global deployment; managed GM customer and EDS internal engineering groups to obtain customer-supplier agreement on service levels, designs, deployment plans and operations.
- *Consulting:* advised customers, business units and engineering/operations groups on new service designs, deployments and integration requirements; educated customers and internal groups on new technology developments and applications.
- *Telecommunication Standards:* represented EDS in the development of international standards for ATM, BISDN and ISDN at the ANSI Committee T1 and its subcommittees.

**NTIA Institute of Telecommunication Sciences (ITS) – Telecommunications Engineer 1988 – 1989**

## Responsibilities:

- ATM and BISDN designer.
- Technology expert for ATM, BISDN, ISDN, SONET, SDH.
- Advanced Networking Lab coordinator.

## Major Accomplishments:

- BISDN, ISDN architecture and service description.
- BISDN lab configuration with FT3C transmission equipments.
- Department of Defense (DoD) and Department of Commerce (DoC) network consultant.
- International standards development with ANSI Committee T1 and its subcommittees.

**BDM Corporation – Telecommunications Engineer****1986 – 1988**

## Responsibilities:

- LAN design and installation.
- Unix system administration/network management.
- New technology assessment.

## Major Accomplishments:

- Designed and installed an IEEE 802.3 optical fiber LAN.
- Designed and installed a 100 node IP network with distributed database application.
- System administration and network management methodology design and application.
- National standards development with ANSI Committee T1 and its subcommittees.

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**EDUCATION**

**MS, Telecommunications** (1/3 complete), University of Colorado at Boulder  
**BS, Electrical Engineering**, University of Colorado at Boulder, 1986  
**EIT Certificate** (prerequisite to Professional Engineer license)

**Julie A. Ols**

**PROFESSIONAL EXPERIENCE**

**Dakota Services Limited – Director, Provisioning**

**1997 – Present**

Responsibilities:

- Deploy and secure backbone and network services within each CO site.
- Design, implement and maintain order process flow.
- Design and maintain automated price quote system based on mileage for T1 and T3 services.
- Interface with LEC, CP, vendors and intra-company departments to assure information flow.

Major Accomplishments:

- Coordinate and monitor all service order requests pertaining to Backbone, Network, and DSL circuits.
- Identify and implement ordering procedures for each LEC, CP and vendor
- Create and maintain process flow identifying timeframes to help establish due dates into each territory.
- Establish, maintain and utilize the Network Electronic ordering link from Ameritech.

**Ameritech – Consultant**

**1995**

Responsibilities:

- Accepted temporary assignment with Ameritech to create work stoppage instructional materials for the AIISC (Ameritech Information Industry Service Center).

**Ameritech – Manager, Systems Support**

**6/94 to 9/94**

Responsibilities:

- Supported ALDIS (Ameritech Long Distance Information Services) in the use of an internal billing system.

**Ameritech – Manager, Customer Service**

**8/93 to 6/94**

Responsibilities:

- With a team, established a new Milwaukee-based service center (Ameritech Information Industry Services).
- Transitioned customer work from four state offices to Milwaukee service center.

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Major Accomplishments:

- Established and maintained office guidelines and policies.
- Developed process flows and led process improvement teams.
- Supervised 32 non-management employees in handling service order requests and billing inquiries within the Telemanagement marketing unit.
- Ensured accuracy of customer service.
- Trained Service Representatives with varying levels of knowledge.
- Participated in planning stages for electronic bonding with customers.
- Responsible for productivity, accuracy and timeliness results.
- Developed Methods and Procedures for Service Representatives.

**Ameritech – Manager, Course Developer/Instructor**

1/92 to 8/93

Responsibilities:

- Designed, created, implemented and maintained training activity for ALDIS – WI.

Major Accomplishments:

- Reviewed and evaluated existing training methods for restructure.
- Assisted in the transition of Wisconsin – ALDIS service center work to Illinois, Indiana, Michigan and Ohio ALDIS service centers by developing and presenting training packages in each state.
- Introduced and trained all ALDIS service centers in the Ameritech region in the use of electronic mail.
- Rated number one Course/Developer/Instructor in Ameritech Region for ALDIS in 1992.

**Ameritech – Service Representative**

2/79 to 1/92

Responsibilities:

- Acquired wide breadth of experience with almost all types of Ameritech customers, including Residential, Small Business, Inter-exchange Carriers and Independent Telephone Companies.
- Negotiated and issued simple to complex orders to establish, disconnect and change service.
- Investigated and handled inquiries regarding billing and services.
- Coordinated with other departments to ensure desired due dates were met.

**EDUCATION**

**BS, Business Administration**, Mount Mary College, Milwaukee, WI  
GPA – 3.5

**Chris Brown**

**PROFESSIONAL EXPERIENCE**

**Dakota Services Limited – Director, Network Operations**

01/98 to Present

Responsibilities:

- Design, implementation, configuration and maintenance of Frame Relay backbone/DSL network.

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- Design/upgrade to ATM backbone/DSL network.
- Supervise 12 technical positions.

**Brooks Fiber Properties – Data Engineer**

02/97 to 01/98

## Responsibilities:

- Design and implementation of state-wide ATM network with Internet access across Xylan and Cascade switches.
- Provisioning and maintaining a statewide Frame Relay network.
- Systems Administrator over the Operations Department's UNIX based network management stations for Cascade and Fujitsu SONET networks.

## Major Accomplishments:

- Xylan OmniSwitch Administration.
- Cisco Router Configuration.
- Advanced Cisco Router configuration.
- CascadeView NMS Fundamentals.
- Cascade B-STDX 9000 Frame Relay Configuration and Operations.

**LDDS Worldcom – Operations Technician**

08/96 to 02/97

## Responsibilities:

- Northern Telecom OC-48 Transport Node.
- Northern Telecom DSM-250 Switch.
- Fujitsu 405 MUX.
- Alcatel 3139 and 21130.
- Ciena Multiwave 1600 WDM.
- Cisco 2500 Routers.
- Cascade B-STDX 9000 Frame Relay Switch.
- Tellabs Dacs.
- Astarte 7250 optical "Star Switch"

## Major Accomplishments:

- Certified Ciena WDM Administrator.

**Mouser Electronics – System Operator**

08/95 to 08/96

## Responsibilities:

- Host Computer: Data General AviiON 6240 (running DG/UX release 5.4R3.10MU01 UNIX and VMARK Software's PI/open release 3.3)
- Phone systems: AT&T System 75, Mitel SX-100 and SX-200.
- Networking: Micom Marathon DTE, Micom Front Runner MR-2 CSU/DSU (using 56K and 64K T1 lines), Motorola Codex 2382 modems, Motorola Codex 6740 multiplexers, Multitech MultiMUX 16 multiplexers.

**Mouser Electronics – Assistant Manager, Technical Support Department**

1992 – 1995

**Mouser Electronics – Assistant Supervisor, Technical Support Department**

1991 – 1992

**Mouser Electronics – Assistant Supervisor, Stock Control Department**

1989 – 1991

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EDUCATION

AA, Computer Science, Tarrant County Junior College 1994

**Enoch Laudie**

PROFESSIONAL EXPERIENCE

**Dakota Services Limited – Senior Network Engineer**

**01/98 to Present**

Responsibilities:

- Created engineering procedures and documentation for startup CLEC.

Major Accomplishments:

- Configuration of switches and multiplexors in backbone and telco Central Office networks.
- CAD drawings and engineering specifications of all networks and equipment.
- Managed new customer attachments to network.
- Allocation of all internet addresses to customers.
- Training of Operations technicians in telecommunications and networking protocols.

**Sprint Paranet – Technical Analyst**

**01/97 to 01/98**

Responsibilities:

- Contracted to Sprint PCS for buildout of national TCP/IP Frame-Relay WAN.
- Second- and third-level router and switch support.

Major Accomplishments:

- Built and maintained router NOC using HP Openview and CiscoWorks.
- Project management for several LAN/WAN troubleshooting and assessment projects.
- Used Network General sniffer in Ethernet and Token Ring LANs.

**Utah Valley State College – Microcomputer Specialist**

**11/95 to 12/96**

Responsibilities:

- Variety of network duties in Computer Services department of college employing 2500+ users and 14,000+ students.
- Project Leader responsible for research, recommendation, and implementation of Xylan ATM switching fabric for campus backbone.
- Design and implementation of Protocol and MAC-layer based Virtual LANs for Ethernet network.

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Major Accomplishments:

- Research, recommendation, installation, configuration, and training of Hewlett-Packard OpenView network management system.
- Responsible for new wiring and fiber optic pulls.
- Used Network General network sniffer to examine frame types and research traffic loads on LAN segments.
- Extensive troubleshooting and hardware assembly of PCs. Network protocols included TCP/IP, IPX/SPX, ATM, AppleTalk, and SNMP.

**IBM EduQuest – Programmer**

**01/95 to 12/95**

Responsibilities:

- Designed and coded Windows components for reuse by other developers.
- Responsible for team's timely coding of specifications, reviewed goals and objectives with team, ensured team's code met specifications, and trained team in various aspects of programming.

**EDUCATION**

**MS, Telecommunications**, University of Colorado at Boulder, anticipated graduation 5/00

**BS, Computer Science**, Utah Valley State College 1996

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**Exhibit "G" E911**

1. Applicant is not a 1+/0+ carrier and currently has no plans to offer voice services. Applicant respectfully requests waiver of the mandated E911 1+/0+ carrier service.

Applicant is simultaneously making application as an interexchange carrier but does not and will not own or control any switching facilities or private lines. Applicant does not own, lease, or control circuit switching facilities but rather leases dark fiber UNEs to provide data transport.

As a national access provider, Applicant will build an intrastate ATM backbone in Florida to service the last mile. The intrastate backbone, or sonet ring, will be interconnected to other state networks. Applicant shall maintain virtual collocation facilities and shall lease dark fiber UNEs from RBOCs Bell South and Sprint. Applicant shall not own its own facilities. Applicant shall not own or operate any of its own lines.

Applicant seeks authority to provide data communication services.

Applicant shall use DS1(1.544 Mbs), DS3 (44.736 Mbs), and digital subscriber line technologies to deliver service.

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