

ORIGINAL



NEW EDGE Networks

TRANSMITTAL

TO: Records and Reporting
Florida Public Service Commission

FROM: Kathleen Beigh Shotsky
Manager – LEC Relations
Voice: 360-906-9853
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REF: Docket No. 010761-TI

DOCUMENTS	DATE OF TRANSMITTAL	COMMENTS
<p>Ref: New Edge Network, Inc. dba New Edge Networks application for IXC Certificate; Docket No. 010761-TI:</p> <p>Original + 6 copies of:</p> <p>Managerial & Technical Qualifications</p> <p>Statement to the Commission</p> <p>Financial Statements YE 2000</p> <p>Tariff</p>	July 13, 2001	<p>Note: Nancy Pruitt requested the enclosed information be sent to complete the application in Docket No. 010761-TI.</p>

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OPC _____
PAI _____
RGO _____
SEC _____
SER _____
OTH _____

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08679 JUL 17 01

FPSC-COMMISSION CLERK

3000 Columbia House Blvd. Suite 106
Vancouver, WA 98661-2969
www.newedgenetworks.com

**New Edge Network, Inc.
Managerial and Technical Qualifications**

New Edge Network, Inc.'s officers and managerial staff are well qualified to execute its business plan, to provide telecommunications services, and to operate and maintain its facilities and network over which services will be deployed.

New Edge Network, Inc. is technically qualified to operate and manage its telecommunications operations in the State of Florida. New Edge will collocate state-of-the-art telecommunications equipment in central offices of incumbent local exchange carriers (BellSouth, Sprint, Verizon) and lease fiber optic network infrastructure which will provide trunking facilities to the incumbent local exchange carrier and/or New Edge's internet service provider and competitive local exchange carrier customers. The fiber optic network infrastructure will connect New Edge's network to major ILEC central offices and business customers in each market. New Edge's network will also connect to certain interexchange points of presence. As each customer is acquired, service will be provisioned by leasing unbundled loops or other facilities from the incumbent local exchange carrier to connect the end user to New Edge's network. Additionally, New Edge will provide network monitoring and customer service centers.

The following pages describe the telecommunications experience of New Edge's executive staff.

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New Edge Network, Inc. – Executive Team

Daniel G. Moffat - President/CEO

22 Years of Telecommunications Experience

Former Chief Marketing Office/SVP Sales, Marketing and Service for GST Telecom.

President of GST Whole Earth Networks - responsible for Internet and data services.

Founder and principal of the telecom strategy consulting firm Access Value Services.

Director of Marketing for Pacific Telecom.

Vice President of Marketing/Sales for US Intelco Networks (Illuminet).

Regional Sales Manager for IBM/ROLM.

Director of Operations for US West - Netch.

Education:

BS Finance - Cal State University, Chico - 1978 w/honors

MS Telecom - Golden Gate University - 1984 w/honors

MBA - Santa Clara University - 1985 w/honors

Other:

Served on National Telephone Cooperate Association (NTCA), Advisory Council
Serving member on Alternate Local Transport Services (ALTS) Board of Directors

Written and published 32 articles in telecom trade press

Frequent speaker for industry and investor events

John Hesse - Chief Financial Officer/VP Finance

Former Executive Vice President and Chief Financial Officer of Protection One, Inc., a subscriber based, recurring revenue business with over 1.5 million subscribers. At the time of departure, Protection One had \$700 million in revenues and an equity market capitalization of \$2.5 billion.

Former President and COO of Network Security Corporation, former President and CEO of \$500 million finance subsidiary.

Former audit manager at Peat, Marwick Mitchell & Co. Approximately \$2.0 billion of capital raised in over 20 private and public transactions.

Education:

BBA - Southern Methodist University

MBA - Southern Methodist University

Natalie Diggins - VP Operations

Ten Years of Telecommunications Experience

Former Vice President of Operations for GST Whole Earth Networks, the Internet and Data Wide Area Networking group for GST Telecom, a super-regional Competitive Local Exchange Carrier (CLEC). Responsible for systems administration, provisioning, billing, network monitoring and customer service. General Manager for Call America - Internet Services.

Education:

Cal State Long Beach - Architectural Engineering

Other:

Former President of the Central Coast Software and Technology Association. Founding member of Women in Telecommunications.

Allan Jaffe, VP of Sales

18 Years of Telecommunications Experience

Vice President of Sales for NorthPoint Communications.
Sales and executive management with SBC Telecommunications and Pacific Bell in California.

Education:

BS Economics - University of California-Davis
MBA - Golden Gate University in San Francisco.

Susan McAdams – VP External Affairs

24 Years of Telecommunications Experience

Former Vice President of External and Government Affairs for Electric Lightwave, Inc., a super-regional Competitive Local Exchange Carrier.
Various telecommunications policy or research positions with the following:
Washington (State) Utilities and Transportation Commission.
National League of Cities.
National Telecommunications and Information Administration (NTIA) of the U.S. Department of Commerce.
North Carolina Task Force on Public Telecommunications.
Partner at McAdams + Siembab, a telecommunications consulting firm.

Education:

BS Psychology - University of Washington
Course work completed for a doctorate degree in human information processing - University of Washington.

Other:

Board Member – Alternate Local Transport Services (ALTS)

Keith Rinne, President, WAN Services

20 Years of Telecommunications Experience

Owner of West-Net, Inc., a data communications network service company. Founded the telecommunications and technology programs at Idaho State University and Clark College in Vancouver, Washington. Executive, managerial and technical positions with: Call US, Inc., Tellabs, and GTE.

Education:

BS Science - Southern Illinois University

MBA - University of Oregon.

Stacey Waddell - VP Network Management

Ten Years of Telecommunications Experience

Former Senior Director for Network Deployment - WinStar Telecommunications, a national CLEC. Responsible for central office deployment including construction, installation and interconnection arrangements.

Director of Business Markets for Electric Lightwave Inc., a super regional CLEC.

Responsible for management of wholesale and retail telecom products.

American Pioneer Telephone - Financial and IS Manager.

Education:

BS Finance - University of Central Florida

James Wilson – VP Information Technology

15 Years of Information Technology Experience

Various managerial and technical positions with:

EDS

Freightliner

AVIA

NIKE

Consolidated Freightways

Maxtek Components Corporation.

Education:

BS Computer Systems - Oregon Institute of Technology

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New Edge Network, Inc.
Balance Sheets
December 31, 2000 and 1999

	2000	1999
ASSETS		
Cash and cash equivalents	\$ 49,576,640	\$ 10,635,238
Restricted cash (Note 3)	636,879	-
Accounts receivable (net of allowance of \$885,196 at December 31, 2000)	871,038	1,500
Inventory	1,357,766	8,454
Prepaid expenses and other current assets	508,242	311,228
Property and equipment held for sale	5,354,394	-
Total current assets	58,304,959	10,956,420
Property and equipment, net	148,142,665	42,057,140
Deposits and other	3,907,790	832,363
Goodwill, net	11,041,261	-
Total assets	\$ 221,396,675	\$ 53,845,923
LIABILITIES, MANDATORILY REDEEMABLE CONVERTIBLE PREFERRED STOCK, AND SHAREHOLDERS' DEFICIT		
Accounts payable	\$ 20,891,327	\$ 11,815,437
Accrued expenses and other current liabilities	20,355,743	3,781,431
Deferred revenue	630,821	-
Current portion of capital lease obligation	1,870,753	828,735
Current portion of long-term debt	5,668,048	7,000,000
Total current liabilities	49,416,692	23,425,603
Long-term portion of capital lease obligation	2,147,872	2,884,403
Long-term debt	134,055,581	17,806,895
	185,620,145	44,116,901
Mandatorily redeemable convertible preferred stock:		
Series A convertible preferred stock, \$0.00067 par value, 23,600,000 shares authorized, 22,892,959 and 22,890,000 shares issued and outstanding, respectively, liquidation preference of \$15,261,973	15,261,973	15,260,000
Series B convertible preferred stock, \$0.00067 par value, 19,500,000 shares authorized, 18,205,232 issued and outstanding, net of issuance costs, liquidation preference of \$62,625,998	62,607,812	-
Series C convertible preferred stock, \$0.001 par value, 41,000,000 shares authorized, 39,831,610 issued and outstanding, net of issuance costs, liquidation preference of \$115,312,503	75,503,770	-
Warrants exercisable for preferred stock	1,255,167	485,032
	154,628,722	15,745,032
Commitments and contingencies (Note 9)		
Common stock, \$0.00067 par value, 72,000,000 shares authorized, 16,834,432 and 12,982,500 shares issued and outstanding, respectively	11,124	8,655
Stock subscriptions receivable	(828,600)	(221,550)
Additional paid-in capital	23,101,173	8,055,452
Deferred compensation	(5,572,409)	(5,990,925)
Accumulated deficit	(135,563,480)	(7,867,642)
Total shareholders' deficit	(118,852,192)	(6,016,010)
Total liabilities and shareholders' deficit	\$ 221,396,675	\$ 53,845,923

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New Edge Network, Inc.
Statements of Operations
For the Year Ended December 31, 2000 and the Period from June 1, 1999
Through December 31, 1999

	2000	1999
Revenue:		
Service and installation, net	\$ 3,064,970	\$ 1,500
Operating expenses:		
Network costs	54,139,913	-
Selling, marketing, general and administrative	42,104,937	6,213,794
Amortization of deferred compensation, net	9,747,844	1,850,832
Depreciation and amortization	16,749,084	148,202
Total operating expenses	<u>122,741,778</u>	<u>8,212,828</u>
Loss from operations	(119,676,808)	(8,211,328)
Interest income	2,477,094	269,480
Interest expense	(10,312,136)	(800)
Other income (expense), net	<u>(183,988)</u>	<u>75,006</u>
Net loss	<u>\$ (127,695,838)</u>	<u>\$ (7,867,642)</u>

New Edge Network, Inc.
Statements of Changes in Shareholders' Deficit
For the Period from June 1, 1999 through December 31, 2000

	Common stock		Stock subscriptions receivable	Additional paid-in capital	Deferred compensation	Accumulated deficit	Total
	Shares	Amount					
Balance, June 1, 1999	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Issuance of common stock	12,982,500	8,655	-	212,895	-	-	221,550
Stock subscriptions receivable	-	-	(221,550)	-	-	-	(221,550)
Deferred compensation	-	-	-	7,841,757	(7,841,757)	-	-
Amortization of deferred compensation	-	-	-	-	1,850,832	-	1,850,832
Warrants issued for equity and financing	-	-	-	800	-	-	800
Net loss for the period since inception	-	-	-	-	-	(7,867,642)	(7,867,642)
Balance, December 31, 1999	12,982,500	8,655	(221,550)	8,055,452	(5,990,925)	(7,867,642)	(6,016,010)
Issuance of common stock	4,448,182	2,866	-	5,315,559	-	-	5,318,425
Stock subscriptions receivable	-	-	(611,025)	-	-	-	(611,025)
Repurchase of restricted common stock	(596,250)	(397)	3,975	(3,578)	-	-	-
Deferred compensation	-	-	-	9,960,050	(9,960,050)	-	-
Amortization of deferred compensation	-	-	-	(118,826)	9,866,670	-	9,747,844
Reversal of unamortized deferred compensation for unvested shares	-	-	-	(511,896)	511,896	-	-
Warrants issued for strategic partnership	-	-	-	404,412	-	-	404,412
Net loss	-	-	-	-	-	(127,695,838)	(127,695,838)
Balance, December 31, 2000	16,834,432	\$ 11,124	\$ (828,600)	\$ 23,101,173	\$ (5,572,409)	\$ (135,563,480)	\$ (118,852,192)

New Edge Network, Inc.
Statements of Cash Flows
For the Year Ended December 31, 2000 and the Period from June 1, 1999
Through December 31, 1999

	2000	1999
Cash flows from operating activities:		
Net loss	\$ (127,695,838)	\$ (7,867,642)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization of property, plant and equipment	16,368,350	148,202
Loss on disposal of assets	163,718	-
Amortization of deferred compensation, net	9,747,844	1,850,832
Amortization of goodwill	380,734	-
Amortization of debt discount and debt issuance costs	95,573	-
Write-down of fixed assets	12,493,584	-
Warrants issued in exchange for financing and consultation	244,977	107,720
Warrants issued for strategic partnership	404,412	-
Changes in assets and liabilities:		
Accounts receivable	(658,770)	(1,500)
Inventory	(1,349,312)	(8,454)
Prepaid expenses and other current assets	(197,014)	(311,228)
Deposits and other	(2,684,016)	(631,277)
Accounts payable	8,640,204	11,815,437
Accrued expenses and other current liabilities	15,945,080	3,781,431
Deferred revenue	80,722	-
Cash provided by (used in) operating activities	<u>(68,019,752)</u>	<u>8,883,521</u>
Cash flows from investing activities:		
Proceeds from disposal of assets	27,000	-
Purchases of property and equipment	(32,161,970)	(20,508,283)
Acquisition, net of cash received	(5,354,532)	-
Increase in restricted cash	(636,879)	-
Net cash used in investing activities	<u>(38,126,381)</u>	<u>(20,508,283)</u>
Cash flows from financing activities:		
Proceeds from issuance of preferred stock, net of issuance costs	138,113,556	15,260,000
Proceeds from note payable	-	7,000,000
Proceeds from equipment financing loan	8,360,386	-
Proceeds from issuance of common stock	40,211	-
Proceeds from stock subscription receivable	3,975	-
Payments on equipment notes payable	(636,757)	-
Principal payments on capital lease obligations	(793,836)	-
Net cash provided by financing activities	<u>145,087,535</u>	<u>22,260,000</u>
Net increase in cash	38,941,402	10,635,238
Cash and cash equivalents at beginning of period	<u>10,635,238</u>	-
Cash and cash equivalents at end of period	<u>\$ 49,576,640</u>	<u>\$ 10,635,238</u>

New Edge Network, Inc.
Statements of Cash Flows, Continued
For the Year Ended December 31, 2000 and the Period from June 1, 1999
Through December 31, 1999

	2000	1999
Supplemental disclosure of cash flow information:		
Interest paid	\$ 1,371,487	\$ -
Supplemental disclosure of non-cash investing and financing activities:		
Property and equipment financed through lines of credit	\$ 107,193,107	\$ 17,806,895
Property and equipment financed through capital leases	1,099,323	3,713,138
Stock subscriptions receivable exchanged for common stock	615,000	221,550
Cancellation of stock subscription receivable for repurchase of restricted common stock	3,975	-
Warrants issued for strategic partnership	404,412	-
Warrants issued for equity and financing	80,425	107,720
Financing charge capitalized for issuance of warrants	38,173	177,026
Deferred financing charge from issuance of warrants for lease	689,710	201,086
Non-cash activity from acquisition:		
Accounts receivable	\$ (210,768)	\$ -
Accounts payable	435,686	-
Accrued liabilities	629,232	-
Deferred revenue	550,099	-
Issuance of common stock	4,663,214	-



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Ref: New Edge Network, Inc. dba New Edge Networks application for IXC Certificate; Docket No. 010761-TI: Original + 6 copies of: Managerial & Technical Qualifications Statement to the Commission Financial Statements YE 2000 Tariff	July 13, 2001	Note: Nancy Pruitt requested the enclosed information be sent to complete the application in Docket No. 010761-TI.

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3000 Columbia House Blvd. Suite 106
Vancouver, WA 98661-2969
www.newedgenetworks.com

TARIFF SCHEDULE GOVERNING
THE PROVISION OF
INTEREXCHANGE COMMUNICATIONS SERVICES
FURNISHED BY
**NEW EDGE NETWORK, INC.
D/B/A NEW EDGE NETWORKS**
WITHIN THE
STATE OF FLORIDA

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of data transmission services within the State of Florida by New Edge Network, Inc. dba New Edge Networks, with principal offices at 3000 Columbia House Blvd., Suite 106, Vancouver, WA 98661. This tariff is on file with the Florida Public Service Commission, and copies may be inspected during normal business hours at New Edge Network, Inc.'s principal place of business.

Issued: July 13, 2001

Effective:

By:

Daniel Moffat, President
New Edge Network, Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Ste. 106
Vancouver, Washington 98661
Direct Tel.: (360) 693-9009
Toll-Free: 877-725-3343

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CHECK SHEET

<u>Sheet No.</u>	<u>Revision</u>	<u>Sheet No.</u>	<u>Revision</u>
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EXPLANATION OF SYMBOLS

- D Delete or discontinue.
- I Change resulting in an increase to a customer's bill.
- M Moved from another tariff location.
- N New.
- R Change resulting in a reduction to a customer's bill.
- T Change in text or regulation, but no change in rate or charge.

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DEFINITIONS, TECHNICAL TERMS, ABBREVIATIONS

ADSL or Asymmetrical Digital Subscriber Line: A transmission technology which transmits an asymmetrical (*i.e.*, downstream speeds faster than upstream speeds) digital signal using one of several transmission methods (for example, carrier - less AM/PM discrete multi-tone, or discrete wavelet multi-tone). ADSL operates at speeds of 384/128 Kbps or 768/384 Kbps, depending on the user's distance from their telephone company's central office.

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

Commission: Florida Public Service Commission.

Company: New Edge Network, Inc. d/b/a New Edge Networks, the issuer of this tariff.

Customer: The person, firm or corporation which orders Service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer or End User.

DSL: Digital Subscriber Line.

End Office: The switching system office or serving wire center where loops are terminated for purposes of interconnection to each other and/or to trunks.

End User: A person, firm or corporation who is designated by the Customer as a user of Company's Service furnished to the Customer. The End User must be specifically identified in the Application for Service.

End User Premises Equipment: Equipment provided by the Customer, the End User, or any party other than the Company that is located on the End User's premises and is connected to the Company's network.

FCC: Federal Communications Commission

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DEFINITIONS, TECHNICAL TERMS, ABBREVIATIONS continued

HDSL or High-Bit Rate Digital Subscriber Line: A two-wire or four-wire transmission technology that typically transmits a DS1-level signal (or, higher level signals with certain technologies), using 2 Binary/1 Quaternary.

IDSL or Intergrated Digital Subscriber Line: A xDSL technology which uses ISDN technology to deliver transmission speeds of 128 Kbps on copper loops of up to 36,000 feet. It is a dedicated service for data communications only. IDSL terminates at the end user premise on a standard ISDN TA (Terminal Adapter).

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer and at the Company's sole discretion.

Kbps: Kilobits per second, denotes thousands of bits per second.

Mbps: Megabits per second, denotes millions of bits per second.

Origination Point: The point of demarcation between the Company's facilities and those of the End User.

Premises: The space occupied by a Customer or End User in a building or buildings or contiguous property.

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

SDSL or Symmetrical Digital Subscriber Line: A symmetrical (*i.e.*, upstream speed is the same as downstream speed) nonstandard version of HDSL plus POTS. SDSL can deliver high-speed data communications at up to 1.54 Mbps.

Services: The services, or combination thereof, offered by the Company and contained in this Tariff.

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DEFINITIONS, TECHNICAL TERMS, ABBREVIATIONS continued

Service Order: The request for Company Services submitted by the Customer in the format devised by the Company. The submission of a Service Order by the Customer and confirmation thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Special Facilities: Any facilities, goods, supplies, products, equipment, fixtures or other installation specifically installed or constructed for Customer by Company pursuant to a negotiated agreement between Company and Customer.

Term Agreement: An agreement between the Company and a Customer for the delivery of Services for a stated minimum duration.

Termination Point: The demarcation point between Company's facilities and the Customer's facilities.

Transmission Speed: Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer.

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SECTION I. APPLICATION OF TARIFF

This tariff sets forth rules applicable to the provision of intrastate high speed digital access and high capacity private line Services using a variety of digital transmission technologies.

Issued: July 13, 2001

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to furnish Services in accordance with the terms and conditions set forth in this tariff.

2.2 Terms and Conditions

The Company shall have no responsibility with respect to billings, charges, or disputes related to Services used by the Customer which are not included in the Services herein including, without limitation, any local, regional or long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputed or discrepancies with the appropriate service provider.

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SECTION 2. RULES AND REGULATIONS

2.3 Application for Service

Customers desiring to obtain Service must submit Service Orders in the form and format specified by Company.

2.3.1 Cancellation of Application for Service

If a Customer cancels a Service Order after Company has commenced installation of Service, a cancellation charge may apply.

2.3.2 Cancellation of Service

Subject to cancellation charges referenced herein, the Customer may have Service discontinued upon thirty (30) days' written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for Service furnished until the effective cancellation of Service. As specified in 2.10.2 below, a termination charge may apply to early cancellation of a Term Agreement.

Issued: July 13, 2001

Effective:

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SECTION 2. RULES AND REGULATIONS

2.4 Assignment or Transfer

All Service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of Service (except in the case of a merger or sale of substantially all the assets of Customer) without the express prior written consent of the Company, and then only when such transfer or assignment can be accomplished without interruption of the use or change in the location of Service. All terms and conditions contained in this tariff shall apply to any and all such transferees or assignees. The Customer shall, unless otherwise expressly agreed by the Company in writing, remain liable for the payment of all charges due under this tariff or any applicable agreements.

2.5 Contracts

The Company may also offer intrastate exchange access services on a non-tariffed, contractual basis. The terms and conditions of this tariff do not apply to such contractual services, except to the extent expressly incorporated into a contract. The Company will file all such contracts with the Florida Public Service Commission, pursuant to Commission rules.

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SECTION 2. RULES AND REGULATIONS

2.6 Deposits and Advance Payments

- A. The Company does not require a deposit from the Customer.
- B. For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected the next month.
- C. At such time as the provision of the Service to the Customer is terminated any credit balance which may remain will be refunded.

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SECTION 2. RULES AND REGULATIONS

2.7 Notices

Any notice Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when sent via facsimile, electronic mail or when deposited with the U.S. Postal Service or other express delivery service.

2.8 Payment and Rendering of Bills

- A. The Company shall bill all charges incurred by and credits due to the Customer. The Customer may choose to receive bills in either paper or electronic format. Such bills are due within thirty (30) days after the date of issuance thereof, regardless of the media utilized. The Company shall bill in advance charges for all Services to be provided during the ensuing billing period except for charges associated with Service usage. Adjustments for the quantities of Service established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- B. The Company shall bill for all Services rendered within 90 days of when those Services are provided.

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SECTION 2. RULES AND REGULATIONS

2.8 Payment and Rendering of Bills (Continued)

- C. All bills for Service provided to the customer by the Company are due thirty (30) days from the date of issuance of the bill. If any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (0.049315% per day) or 18% annually, or the highest rate allowed by law, whichever is the lesser. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer makes the late payment funds immediately available to the Company.

- D. Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, bypass, franchise or other local, state and Federal taxes, fees, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services rendered by Company, (excepting Company's income taxes). Such taxes shall be separately stated on the Customer's invoice and are not included in the quoted rates.

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SECTION 2. RULES AND REGULATIONS

2.9 Disputed Bills

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must pay the undisputed portion of the invoice in full and submit a documented claim for the disputed amount. The Customer shall submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 120 days of receipt of billing for those Services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter. Unless disputed, the invoice shall be deemed to be correct and payable in full by Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may file a complaint with this Commission.

If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest or penalties will apply.

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SECTION 2. RULES AND REGULATIONS

2.10 Discontinuance and Restoration of Service

2.10.1 Cancellation by the Company

- A. For Nonpayment: The Company may, upon ten (10) days written notice to the Customer, discontinue Service or cancel an application for Service without incurring any liability when there is an unpaid balance for Service that is overdue.
- B. For Returned Checks: A Customer whose check or draft is returned unpaid for any reason shall be subject to discontinuance of Service in the same manner as provided for nonpayment of overdue charges.
- C. For any violation of law or rules: A Customer shall be subject to discontinuance of Service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over Service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such Service.
- D. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of Service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2. RULES AND REGULATIONS

2.10 Discontinuance and Restoration of Service (cont'd)

2.10.1 Cancellation by the Company (cont'd)

- E. For Other Causes: A Customer shall be subject to discontinuance of Service, without notice, in the event of suspected fraud or other unlawful use of the Service, or fraud or misrepresentation in any submission of information required in a Service Order or any other information submitted to Company.
- F. For any Customer filing of bankruptcy or reorganization or failing to discharge an involuntary petition therefor within the time permitted by law: The Company may immediately discontinue or suspend Service under this tariff without incurring any liability.

2.10.2 Cancellation of Term Agreement

Upon the cancellation of Service provided under a Term Agreement, an early termination charge may apply.

2.10.3 Resumption of Service

If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected to the satisfaction of Company in Company's sole and absolute discretion and Customer pays a deposit at Company's discretion. All applicable nonrecurring charges shall apply when Services are restored.

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SECTION 2. RULES AND REGULATIONS

2.11 Information to be Provided to the Public

The Company will use reasonable efforts to advise Customers who may be affected of new, revised or optional rates applicable to their Service.

2.12 [Intentionally left blank]

2.13 Credit Allowance for Interruptions

A credit allowance will be given on a per line basis for service interruptions, defined as any period during which any line subscribed to by the Customer hereunder and/or, if applicable, Company-provided equipment attached thereto is out of service, except as specified below. Out of service conditions are defined as complete loss of data transmission capability. Credit allowances, if any, shall be deducted from the charges payable by the Customer hereunder and shall be expressly indicated on the next bill to the Customer. An interruption period begins the earlier of when the Customer reports a malfunction in Service to the Company or Company becomes independently aware of such malfunction. A malfunction period ends when the affected line and/or associated equipment is fully operative.

A. Credit allowances do not apply to interruptions:

- 1) caused by the Customer, any End User or any third party;
- 2) due to failure of power or equipment provided by the Customer or others;
- 3) during any period in which the Company is not given access to the Premises;

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SECTION 2. RULES AND REGULATIONS2.13 Credit Allowance for Interruptions (Continued)

- 4) due to scheduled maintenance and repair; or
- 5) due to Acts of God or other events listed in section 2.19(C) below.

B. Interruption of Twenty-Four (24) Hour or Less - Portion of Daily Per-Line Charge

<u>Length of Service Interruption</u>	<u>Credit</u>
-Less than 4 hours	None
-4 hours up to but not including 8 hours	1/3 of day
-8 hours up to but not including 12 hours	1/2 of day
-12 hours up to but not including 16 hours	2/3 of day
-16 hours up to 24 hours	one day

Two or more Service interruptions of the same type to the same line/equipment of two (2) hours or more during any one twenty-four (24) hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line/equipment in any twenty-four (24) hour period.

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SECTION 2. RULES AND REGULATIONS

2.13 Credit Allowance for Interruptions (Continued)

C. Interruptions over Twenty-Four (24) Hours

Service interruptions over twenty-four (24) hours will be credited four (4) hours for each four (4) hour period or fraction thereof. No more than one (1) full day's credit will be allowed for any period of twenty-four hours.

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SECTION 2. RULES AND REGULATIONS

2.14 Service Connections

- A. All Service along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- B. Customer shall allow Company continuous access and right-of-way to both Customer and End User Premises to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of Services, equipment, facilities and systems relating to this tariff.
- C. The Company may undertake to 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 this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

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SECTION 2. RULES AND REGULATIONS

2.14 Service Connections (Continued)

- D. The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer or End User. Neither the Customer or the End User may, nor permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

- E. Title to all facilities (except such equipment and/or facilities as are sold to or independently provided by a Customer or End User), including terminal equipment, shall remain with the Company. The operating personnel and the electric power consumed by such equipment on the Premises of Customer or End User shall be provided by and maintained at the expense of the Customer.

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SECTION 2. RULES AND REGULATIONS

2.14 Service Connections (Continued)

- F. Equipment the Company provides or installs at the Customer's or End User's Premises for use in connection with the Services shall not be used for any purpose other than that for which the Company provided it.
- G. The Company shall not be responsible for the operation or maintenance of any Customer or End User provided communications equipment. The Company may install certain Customer or End User provided communications equipment upon installation of Service; unless otherwise agreed by the Company in writing, Company shall not thereafter be responsible for the operation or maintenance of such equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:
- 1) The proper origination of signals by Customer provided equipment or for the quality, or defects in, such signals; or
 - 2) The reception of signals by Customer provided equipment.
- H. The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the Premises when the Service difficulty or trouble report results from the improper or inappropriate use of equipment or facilities by the Customer or End User.

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SECTION 2. RULES AND REGULATIONS

2.14 Service Connections (Continued)

- I. In the event Company places Company equipment on Customers' premises for the purpose of furnishing service under this agreement, unless otherwise stipulated, Company is solely responsible for operating and maintaining such equipment. In the event that Customer attempts to operate or maintain any such equipment without first obtaining Company's written approval, in addition to any other remedies of Company for a breach by Customer of Customer's obligations hereunder, Customer shall pay Company for any damage to Company's equipment caused or related to such unauthorized operation or maintenance of Company's equipment upon receipt by Customer of a Company invoice therefor. In no event shall Company be liable to Customer, End User or any other person for interruption of the Service or for any other loss, cost or damage caused or related to Customer's improper or inappropriate use of Company-provided equipment.
- J. Customer agrees to allow Company to remove all Company-provided equipment from Customer or End User's premises:
- 1) upon termination, interruption or suspension of the Service in connection with which the equipment was used; and
 - 2) for repair, replacement or otherwise as Company may determine is necessary or desirable.
- K. At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer or End User's premises, normal wear and tear only excepted. Customer shall reimburse Company for the unamortized cost of any such equipment in the event the foregoing conditions are not met.

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SECTION 2. RULES AND REGULATIONS

2.14 Service Connections (Continued)

- L. The Customer or End User is responsible for ensuring that Customer- or End User-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

- M. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Service, and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

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SECTION 2. RULES AND REGULATIONS

2.15 Limitation of Service Equipment or Facilities

- A. Service is offered subject to the provisions of this tariff and the availability of the necessary facilities and/or equipment, and is limited to the ongoing availability and capacity of the Customer's facilities as well as the facilities the Company may require from other carriers to furnish Service. The Company may decline Service Orders to or from a location where, in the Company's sole discretion, the necessary facilities or equipment are not available. The Company may discontinue furnishing Service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control, or when Service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its Service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue Service, limit Service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.
- E. The furnishing of Service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.

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SECTION 2. RULES AND REGULATIONS

2.16 Prohibited Uses

- A. The Services of the Company shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits, required to be obtained by the Customer with respect thereto.
- 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 offerings complies with relevant laws and the FCC and Florida Corporation Commission's regulations, policies, orders, and decisions.
- C. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or End User may not assign, transfer in any manner the Service or any rights associated with the Service without the written consent of the Company.
- D. The Company may require a Customer to immediately shut down its transmission of signals if Company concludes, in its sole discretion, that such transmission is causing interference to others.

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SECTION 2. RULES AND REGULATIONS

2.16 Prohibited Uses (Continued)

- E. The Customer may not use the Services so as to interfere with or impair Service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

- F. A Customer or End User shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of Services is jointly with the Company, without the prior written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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SECTION 2. RULES AND REGULATIONS

2.17 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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SECTION 2. RULES AND REGULATIONS

2.18 Obligations of the Customer

The Customer (or the End User, as the case may be) shall be responsible for:

- A. The payment of all charges applicable to the Services.
- B. Damage or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or End User or the non-compliance by the Customer or End User with the provisions of this tariff; or by fire or theft or other casualty on the premises of the Customer or End User unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Premises, and providing the level of power, heating and air conditioning necessary to maintain the proper environment on such Premises;

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SECTION 2. RULES AND REGULATIONS

2.18 Obligations of the Customer (Continued)

- D. Obtaining, maintaining, and otherwise having full responsibility for rights of way necessary to install equipment to provide Service to the Customer or End User from the minimum point of entry or the property line of the land on which the structure wherein any termination point or origination point used by the Customer or End User is placed or located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space. Any and all costs associated with the obtaining and maintaining of the rights of way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting a Service Order.

- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.

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SECTION 2. RULES AND REGULATIONS

2.18 Obligations of the Customer (Continued)

- F. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the Premises at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of Service as stated herein, removing the facilities or equipment of the Company;
- G. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.
- H. Keeping the Company's equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's Services or from the locations of such equipment and facilities.
- I. Providing, operating and maintaining Customer provided or End User equipment on the Premises. Conformance of Customer provided or End User premises equipment with part 68 of the FCC Rules is the responsibility of the Customer.

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SECTION 2. RULES AND REGULATIONS

2.19 Liability of the Company

- A. The Services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and facilities furnished under this tariff.

- B. The liability of the Company for damages arising out of the furnishing of these Services, including but not limited to mistakes, omissions, interruptions, delays, tortious conduct or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or End User and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.

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SECTION 2. RULES AND REGULATIONS

2.19 Liability of the Company (Continued)

- C. The Company shall not be liable for, nor shall any Service Credits be extended for, any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- D. The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the Services the Company offers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of any such vendor or vendor's equipment.

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SECTION 2. RULES AND REGULATIONS

2.19 Liability of the Company (Continued)

- G. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- H. The Company is not liable for any defacement of or damage to the Premises resulting from the furnishing of Services, equipment, or associated wiring on such Premises or the installation or removal thereof, except where such defacement or damage is the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- I. The Company shall not be liable for any damages resulting from delays in meeting any Service dates.

Issued: July 13, 2001

Effective:

By:

Daniel Moffat, President
New Edge Network, Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Ste. 106
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Direct Tel.: (360) 693-9009
Toll-Free: 877-725-3343

SECTION 2. RULES AND REGULATIONS

2.19 Liability of the Company (Continued)

- J. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Service.
- K. 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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- L. The above tariff language (and any and all language which appears in this tariff addressing liability of Company or its customers) does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and any direct, indirect, and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause(s).

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SECTION 2. RULES AND REGULATIONS

2.20 Indemnification

The Customer and any End User, jointly and severally, shall indemnify, defend and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability (including liability for patent infringement) arising from: (1) any claims made against Company by any End User in connection with the delivery or consumption of Services; (2) combining with, or using in connection with facilities the Company furnished, facilities the Customer or End User furnished; or (3) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control. In the event that any infringing use is enjoined, the Customer, at its option and expense, may obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and any End Users shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims.

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SECTION 2. RULES AND REGULATIONS

2.21 Maintenance and Testing

- A. Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

- B. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or End User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company-owned facilities and equipment. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment, and personnel from harm.

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SECTION 2. RULES AND REGULATIONS

2.22 Determination of Jurisdiction of Mixed Intrastate and Intrastate Service

When mixed intrastate and intrastate Service is provided over a dedicated facility, the jurisdiction will be determined as follows:

1. If the Customer's estimate of the intrastate traffic on the Service equals 10% or more of the total traffic on that Service, the Service will be provided according to the applicable rules and regulations of this tariff.
2. If the Customer's estimate of the intrastate traffic on the Service is less than 10% of the total traffic on that Service, the Service will be provided according to the applicable rules and regulations of the appropriate intrastate tariff.
3. If the jurisdiction of intrastate traffic on the Service changes to the extent that it alters the jurisdiction of the Service, the Customer must notify the Company of any required change in status. The affected Service will revert to the appropriate jurisdictional tariff within the next full billing cycle. No retroactive rate adjustments will apply to the period prior to the change in the Company's records. Any applicable Term Agreement will be transferred with the jurisdictional change.

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SECTION 3. DESCRIPTION OF SERVICES**3.1 Data Transport and xDSL Services**

The Company provides data transport and xDSL services, including ADSL, IDSL, and SDSL, between End Users and its Customers using a variety of digital transmission technologies, over the Company's own facilities and/or facilities of other carriers.

ADSL is an asymmetrical service, which means the downstream speeds are faster than the upstream speeds. The service is ideal for single users with high-speed data needs. ADSL operates at speeds of 384/128 Kbps or 768/384 Kbps, depending on the user's distance from their telephone company's central office. IDSL is a symmetrical service that can deliver high-speed data communications up to 128 Kbps. IDSL is a dedicated service for data communications only. IDSL is able to reach up to 36,000 feet from the telephone central office, which makes IDSL an ideal high-speed service alternative for users living or working outside the metropolitan periphery, beyond the reach of traditional SDSL and ADSL services. SDSL is a symmetric service, which means the upstream speed is the same as downstream speed. SDSL can deliver high-speed data communications at up to 1.54 Mbps. This service is delivered via a single copper pair and is ideal for business applications that would have otherwise been served by a T1.

Depending on distance from the Company's facilities, Services may not be available to all customers. Special construction charges may apply in each case. Company's Services are data services only and will not be accompanied by 411, 911, or other voice services. In addition to the charges specified for each Service, additional charges may apply for transfers of data per month, at certain times in excess of certain thresholds, or for certain billing, monitoring or other services. Other services may be provided by the Company on an Individual Case Basis (ICB), depending on such factors as length of loops involved, quality of loops and other factors.

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SECTION 3. DESCRIPTION OF SERVICES

3.2 Timing of Calls

The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2-way communication, often referred to as "conversation time" is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

The minimum call duration for billing purposes is one (1) minute for a connected call and calls beyond one (1) minute are billed in one (1) minute increments.

Billing will be rounded up to the nearest penny for each call. There shall be no charges for uncompleted calls.

3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

The square root of:
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

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3.4 Minimum Call Completion Time

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 90% during peak use periods for all Feature Group D services ("1+" dialing).

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SECTION 4. RATES AND CHARGES**4.0 Payment for Services**

A late payment charge of 1.5% per month will be assessed on all unpaid balances more than thirty (30) days old.

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00; \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00; \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, whichever is greater.

4.1 Access Services for Intrastate Communication Services**Local Loop (per month)**

144 kbps IDSL	\$75
160 kbps	\$75
200 kbps	\$90
416 kbps	\$125
784 kbps	\$165
1040 kbps	\$199
1.54 Mbps	\$250

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SECTION 4. RATES AND CHARGES4.2 Aggregation

Time From Interconnection	With New Edge Network Incorporated Provided DS-3 link (up to 25 miles)	Without DS-3 Link
First Month	\$1000	\$500
Second Month	\$2000	\$1000
Third Month	\$3000	\$1750
Fourth Month (After)	\$4000	\$2500
	Note: DS-3 links of more than 25 miles will be priced on an ICB basis.	Note: applies to customers in same collocation space as well as those who purchase or provide their own DS3 interconnection.

4.3 Non-recurring Charges

Standard Installation	\$375
Nonstandard Installation (materials extra)	\$375 + \$40 per hour after 2 nd
Reschedule visit due to lack of exit	\$95
Standard Inside move	\$150
Non standard in-side move (materials extra)	\$150 + \$40 per hour after 2 nd
Outside Move	\$375
Cancellation of order— Within ILEC cancellation period	\$50
Cancellation of order— outside ILEC cancellation period	\$275
Site survey (on request)	\$95
Speed Change	\$100
Inside wiring repair (materials extra)	\$95 + \$40/hour after 1 st

FL/071101

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TRANSMITTAL

TO: Records and Reporting
Florida Public Service Commission

FROM: Kathleen Beigh Shotsky
Manager – LEC Relations
Voice: 360-906-9853
FAX: 360-737-0828
kbeigh@newedgenetworks.com

REF: Docket No. 010761-TI

DOCUMENTS	DATE OF TRANSMITTAL	COMMENTS
<p>Ref: New Edge Network, Inc. dba New Edge Networks application for IXC Certificate; Docket No. 010761-TI:</p> <p>Original + 6 copies of:</p> <p>Managerial & Technical Qualifications</p> <p>Statement to the Commission</p> <p>Financial Statements YE 2000</p> <p>Tariff</p>	<p>July 13, 2001</p>	<p>Note: Nancy Pruitt requested the enclosed information be sent to complete the application in Docket No. 010761-TI.</p>

DOCUMENT NUMBER-DATE

08679 JUL 17 5

FPSC-COMMISSION CLERK

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New Edge Network, Inc.
dba New Edge Networks

Statement to the Commission:

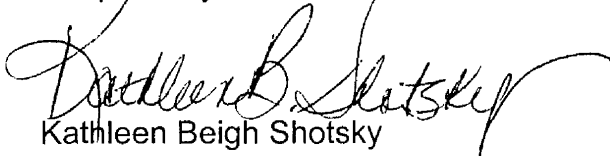
Referring to Question 19 (d) and (e) on page 8 of the Application for Authority to Provide Interexchange Telecommunications Service in Florida:

New Edge Network, Inc. dba New Edge Networks previously applied for and was granted a certificate to provide interexchange telecommunications services in the State of Florida in Docket Number 991416-TI, Order No. PSC-99-2315-PAA-TI, and Consummating Order No. PSC-99-2534-CO-TI issued on December 29, 1999.

New Edge Networks lost its certificate as a provider of interexchange services in Docket No. 001385-TI due to an oversight by New Edge Networks' staff. On May 3, 2001 New Edge Networks supplied the appropriate paperwork and paid the regulatory assessment fee plus penalties for the year ending December 31, 1999 to bring New Edge Networks back into compliance for that time period. Additionally, the RAF for the years 2000 and 2001 have been paid as well as the \$500.00 fine assessed New Edge.

I would like to assure the Commission that New Edge Networks' regulatory department is now staffed with qualified managers and directors who understand the importance of timely and accurately filing all required reports, and paying all required fees and assessments to the Commission. Therefore, based on the competence and knowledge of New Edge's regulatory staff, such an oversight will not occur again.

Respectfully submitted,



Kathleen Beigh Shotsky
Manager – LEC Relations
New Edge Networks, Inc.
dba New Edge Networks

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