

KC/BK

TC 99-045

DOCKET NO.

In the Matter of

**IN THE MATTER OF THE
APPLICATION OF DSLNET
COMMUNICATIONS, LLC FOR A
CERTIFICATE OF AUTHORITY TO
PROVIDE TELECOMMUNICATIONS
SERVICES, INCLUDING LOCAL
EXCHANGE SERVICES, IN SOUTH
DAKOTA**

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
4/21 99	Filed and Docketed;
4/23 99	Verbally filing;
6/23 99	Received Parity Pages;
6/23 99	Surety Bond;
6/25 99	Received Parity Pages;
7/16 99	Order Granting CBA;
7/16 99	Docket Closed.
8/27 99	Sample Filing Parity Plan;
6/4 01	New Surety Bond.

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

WASHINGTON OFFICE
3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7647

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

April 20, 1999

VIA OVERNIGHT DELIVERY

William Bullard, Executive Director
South Dakota Public Utilities Commission
500 E. Capitol Ave.
State Capitol Building, First Floor
Pierre, South Dakota 57501

RECEIVED

APR 21 1999

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**Re: Application of DSLnet Communications, LLC

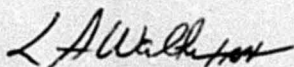
Dear Mr. Bullard:

Enclosed for filing on behalf of DSLnet Communications, LLC ("DSLnet") are an original and ten (10) copies of DSLnet's application for a Certificate of Authority to Provide Resold and Facilities Based Local Exchange and Interexchange Telecommunications Services in South Dakota. Please find enclosed a check for \$250.00, made payable to the South Dakota Public Utilities Commission, to cover the requisite filing fee.

Also enclosed are an original and ten (10) copies of DSLnet's Request for Confidentiality, which requests confidential treatment of the information provided in Exhibit 3 of DSLnet's Application for a Certificate of Authority. Exhibit 3 contains proprietary and commercially sensitive information regarding DSLnet's proposed business operations. Accordingly, pursuant to South Dakota Administrative Rules §§ 20:10:01:41-42, this information has been included in sealed envelopes marked "CONFIDENTIAL." DSLnet respectfully requests that the information not be divulged to the public.

Please date-stamp the enclosed extra copy of this letter and return it in the self-addressed, postage-paid envelope attached. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned.

Very truly yours,



Lawrence A. Walke
Counsel for
DSLnet Communications, LLC

Enclosure

cc: Ms. Wendy Bluemling
278916.1

**BEFORE THE
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION**

In the Matter of the Application of)

DSLnet Communications, LLC)

For a Certificate of Authority to Provide)
Resold and Facilities-Based Local)
Exchange and Interexchange Intrastate)
Telecommunications Services)

PUC Docket No. _____

APPLICATION FOR CERTIFICATE OF AUTHORITY

DSLnet Communications, LLC ("DSLnet" or "Applicant"), hereby submits its Application for a Certificate of Authority to provide resold and facilities-based local exchange and interexchange telecommunications services pursuant to Section 49-31-3 of the South Dakota Codified Laws and the Rules of the Public Utilities Commission. In support of its Application for a Certificate of Authority, and pursuant to Sections 20:10:24:02 (Interexchange) and 20:10:32:03 (Local Exchange) of the Administrative Rules of South Dakota, DSLnet provides the following information:

1. 20:10:24:02(1) and 20:10:32:03(1). Name, Address, and Telephone Number of Applicant. Applicant's legal name is DSLnet Communications, LLC. DSLnet is a Delaware limited liability company that maintains its principal place of business at:

545 Long Wharf Drive, Fifth Floor
New Haven, CT 06511
Tel.: (203) 772-1000
Fax: (203) 624-3612

Correspondence or communications pertaining to this Application should be directed to Applicant's attorney of record:

Lawrence A. Walke
Swidler, Berlin, Shereff, Friedman, LLP
3000 K Street, NW, Suite 300
Washington, DC 20007-5116
Tel: (202) 945-6906
Fax: (202) 424-7645

with a copy to: Wendy Bluemling
545 Long Wharf Drive, Fifth Floor
New Haven, CT 06511
Tel.: (203) 782-7440
Fax: (203) 624-3612

2. 20:10:32:03(2). Name and Address of Each Member. DSLnet's sole member and managing entity is dsl.net, inc., a Delaware corporation. The address of dsl.net, inc. is:

545 Long Wharf Drive, Fifth Floor
New Haven, CT 06511
Tel.: (203) 772-1000
Fax: (203) 624-3612

3. 20:10:24:02(2) and 20:10:32:03(3). Name under Which Applicant Will Provide Services.

DSLnet will operate in South Dakota under its legal name, DSLnet Communications, LLC.

4. 20:10:24:02(3) and 20:10:32:03(4). Legal Organization. Applicant is a limited liability company organized under the laws of Delaware on August 12, 1998, and is qualified to do business in South Dakota. Copies of DSLnet's Certificate of Formation and its Certificate of Authority to Transact Business in South Dakota is attached hereto as Exhibit 1.

5. The officers and directors of dsl.net inc., DSLnet's sole member and managing entity, are as follows: Paul Sun, Chairman & CTO; David Struwas, President & CEO; Frank Pereira, Senior Vice President, Sales & Marketing; Alan Bolduc, Vice President, Operations; Robert Berlin, Executive Director, Strategic Planning; John Jaser, Director, Business Development; Felix Tang,

Director, Engineering; Kenneth Shafon, Director, Marketing; Andrea Harrington, Director, Finance; David McPhail, Director, Network Operations; and Charles Baumann, Director, Customer Service. All officers and directors may be reached at:

DSLnet Communications, LLC
545 Long Wharf Drive, Fifth Floor
New Haven, CT 06511
Tel.: (203) 772-1000
Fax: (203) 624-3612

6. 20:10:24:02(4). Partnership Information. Applicant is not a partnership.
7. 20:10:32:03(9)(a) Education and Experience of Management Personnel. DSLnet possesses the managerial and technical qualifications to provide resold and facilities-based local and interexchange telecommunications services in South Dakota. DSLnet's officers are well qualified to execute its business plan, to provide its proposed telecommunications services and to operate and maintain DSL's facilities over which such services will be deployed. Descriptions of the extensive telecommunications and managerial experience of DSLnet's key personnel are attached hereto as Exhibit 2.
8. 20:10:24:02(10). Current Authority to Provide Service, 20:10:32:03(5) Applicant's Experience, and 20:10:32:03(17) States Where Applicant is Certified. DSLnet has not previously provided telecommunications service in the State of South Dakota. DSLnet is authorized to provide resold and facilities-based local exchange and interexchange telecommunications services in Alabama, Kentucky, Massachusetts, Montana, New Hampshire, New York, Pennsylvania and Rhode Island. DSLnet is also currently in the process of obtaining authority to provide such services in Arizona, Arkansas, California, Colorado, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Minnesota, Michigan, Mississippi, Missouri, Nebraska, Nevada, New Jersey, New Mexico, North Dakota, Ohio, Oklahoma,

Oregon, South Carolina, Tennessee, Utah, Virginia, Vermont, Washington, West Virginia, Wisconsin and Wyoming. DSLnet has not been denied authority in any jurisdiction.

9. 20:10:32:03(6). Names and Addresses of Applicant's Affiliates, Subsidiaries, and Parent Organizations. Applicant's sole member and managing entity is dsl.net, inc. dsl.net, inc. is also the parent company of DSLnet Communications VA, Inc. dsl.net, inc. and DSLnet Communications VA, Inc. may be reached at the same address as Applicant.

10. 20:10:24:02(5). Proposed Services and 20:10:32:03(7) List and Specific Description of Services and Means by Which Services Will Be Provided. DSLnet proposes to offer resold and facilities-based local exchange and interexchange services to subscribers throughout the State of South Dakota. Therefore, DSLnet seeks statewide authorization. However, DSLnet will not offer local exchange services in the service areas of small and rural incumbent carriers exempt from interconnection obligations as set forth in 47 U.S.C. § 251(c). Initially, DSLnet intends to provide data transmission services only. DSLnet will deploy xDSL technology to provide high-speed, high quality data connections. DSLnet proposes to provide service through its own electronic equipment collocated at ILEC central offices, through the use of unbundled network elements leased from other certificated carriers, and/or through the resale of the services of other carriers. DSLnet may later construct its own switching and transmission facilities as market conditions warrant. DSLnet plans to install an Asynchronous Transfer Mode ("ATM") switched network to carry its data traffic. DSLnet will establish a hub in each metropolitan area in which it provides service. The hub will be connected to DSLnet's collocated facilities in the incumbent LEC's central offices via DS3 or OC3 interconnects, forming a star configuration.

- a. 20:10:32:03(7)(a) Classes of Customers. DSLnet initially plans to target its marketing efforts to business customers with a need for affordable, high bandwidth, high performance, high speed Internet and Intranet data connections.
 - b. 20:10:32:03(7)(b) Time-Frame for Provision of Service. DSLnet plans to begin offering data transmission services in the State of South Dakota in late 1999.
 - c. 20:10:24:02(6). Facilities to Be Used to Provide Service and 20:10:32:03(7)(c), Description of Facilities (including underlying carriers). Please see above. Underlying carriers will include local exchange companies such as US West.
 - d. 20:10:32:03(7)(d). General Nature of Service Authority Requested. Please see above.
11. 20:10:24:02(7) and 20:10:32:03(8). Geographic Area to Be Served. DSLnet seeks authority to provide its proposed interexchange services to and from all points within South Dakota. DSLnet will not offer local exchange services in the service areas of small and rural carriers not subject to 47 U.S.C. § 251(c), but DSLnet seeks statewide authorization so that it may expand to these areas as they become open to competition.
 12. 20:10:32:03(10) Customer Access to 911, Operator Services, Interexchange Services Directory Assistance and Telecommunications Relay Service. During such time that DSLnet provides data services only, these voice services are not applicable to DSLnet's service offering. At such time that DSLnet initiates voice services, it will comply with all applicable laws and regulations relevant to the provision of these services.
 13. 20:10:24:02(8) and 20:10:32:03(11). Financial Qualifications. Applicant is financially qualified to provide telecommunications services in the State of South Dakota. DSLnet has access to the financing and capital necessary to conduct its telecommunications operations as

described in this Application. DSLnet's sole member and managing entity, dsl.net, inc., will provide the capital to fund DSLnet's operations. DSLnet and dsl.net, inc. are start-up companies and do not yet have audited financial statements or documented financial operating histories. Accordingly, attached hereto as Exhibit 3 are copies of dsl.net, inc.'s balance sheet and income statement which demonstrate that Applicant, through dsl.net, inc., has access to the financing necessary to operate as a telecommunications service provider in the State of South Dakota. This information is confidential and commercially sensitive. Accordingly, Applicant has included the information in sealed envelopes marked "CONFIDENTIAL," attached to the original and each copy of this Application filed with the Commission. Applicant respectfully requests that the information not be divulged to the public.

As a privately-held company, DSLnet does not issue an annual report or report to shareholders.

14. 20:10:32:03(12-13). DSLnet's proposed tariff is attached hereto as Exhibit 4.
15. 20:10:32:03(16) Rural Carrier Interconnection. DSLnet does not currently seek to offer service in the area of a rural telephone company.
16. 20:10:24:02(9), 20:10:32:03(9)(b), 20:10:32:03(18) and 20:10:32:03(19). Complaint Contact, Regulatory Contact, and Complaints. All inquiries regarding regulation, complaints and the ongoing operations of DSLnet following certification should be directed to:

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

described in this Application. DSLnet's sole member and managing entity, dsl.net, inc., will provide the capital to fund DSLnet's operations. DSLnet and dsl.net, inc. are start-up companies and do not yet have audited financial statements or documented financial operating histories. Accordingly, attached hereto as Exhibit 3 are copies of dsl.net, inc.'s balance sheet and income statement which demonstrate that Applicant, through dsl.net, inc., has access to the financing necessary to operate as a telecommunications service provider in the State of South Dakota. This information is confidential and commercially sensitive. Accordingly, Applicant has included the information in sealed envelopes marked "CONFIDENTIAL," attached to the original and each copy of this Application filed with the Commission. Applicant respectfully requests that the information not be divulged to the public.

As a privately-held company, DSLnet does not issue an annual report or report to shareholders.

14. 20:10:32:03(12-13). DSLnet's proposed tariff is attached hereto as Exhibit 4.
15. 20:10:32:03(16) Rural Carrier Interconnection. DSLnet does not currently seek to offer service in the area of a rural telephone company.
16. 20:10:24:02(9), 20:10:32:03(9)(b), 20:10:32:03(18) and 20:10:32:03(19). Complaint Contact, Regulatory Contact, and Complaints. All inquiries regarding regulation, complaints and the ongoing operations of DSLnet following certification should be directed to:

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

The following toll-free number is available for customer service inquiries:
(800) 455-5546.

17. 20:10:24:02(11) and 20:10:32:03(15) Marketing Plan. DSLnet will utilize direct sales efforts and selective resellers of telecommunications services to market its services. Initial DSLnet marketing will be directed at the high speed data services needs of small and medium sized businesses.
18. 20:10:24:02(12) and 20:10:32:03(14). Cost support. DSLnet's proposed services are competitive services; therefore, DSLnet has not provided cost support for rates shown in its proposed tariff, which is attached hereto as Exhibit 4.
19. 20:10:32:03(19) Policies Regarding Customer Billing and Collection. DSLnet's customers will be billed directly by DSLnet or through a billing agent. DSLnet's customer service number (1-800-455-5546) will be provided on each customer's monthly bill.
20. 20:10:32:03(20) Policies regarding Customer Solicitation and Prevention of Unauthorized Customer Switching. No complaints have been made nor has any investigation been undertaken against DSLnet or any of its affiliates for unauthorized switching ("slamming") or any other illegal activities. DSLnet initially plans to market data services only, and not voice services. Therefore, customers will not change their preferred long distance carrier when subscribing to DSLnet's high speed data service. When DSLnet offers voice services, it will prevent unauthorized switching of customers by obtaining a signed letter of authorization from all new customers. DSLnet will comply with South Dakota law and the Federal Communications Commission's ("FCC's") regulations regarding how interexchange carriers may change a

consumer's Primary Interchange Carrier ("PIC"). DSLnet will also comply with the FCC's regulations regarding how carriers may change a consumer's primary local exchange provider.

21. 20:10:24:02(13) and 20:10:32:03(23) Federal Tax Identification Number. DSLnet's federal tax identification number is LLC-06-1523903.

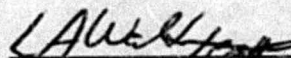
22. 20:10:24:02(14) and 20:10:32:03(21). Number and Nature of Complaints Filed Against DSLnet. No complaints have been filed against DSLnet with any state or federal regulatory agency.

23. 20:10:24:02(15) and 20:10:32:03(22). Written request for waiver. DSLnet requests a waiver of the local exchange map requirement. DSL seeks authority to provide service statewide, and its local calling areas will mirror those of the incumbent carriers.

24. 20:10:24:02(16) and 20:10:32:03(24). Additional information. DSLnet will provide any other information requested by the Commission needed to demonstrate that it has sufficient technical, financial, and managerial capabilities to provide the interexchange and local exchange services it intends to offer.

WHEREFORE, DSLnet Communications, LLC, requests that the South Dakota Public Utilities Commission issue it a certificate of public convenience and necessity to provide switched and dedicated, resold and facilities-based, local exchange and interexchange telecommunications services in South Dakota.

Respectfully Submitted,



Lawrence A. Walke
Swidler, Berlin, Shereff, Friedman, LLP
3000 K Street, NW, Suite 300
Washington, DC 20007-5116
Tel: (202) 945-6906
Fax: (202) 424-7645

Counsel for DSLnet Communications, LLC

Dated: April 20, 1999

LIST OF EXHIBITS

Exhibit 1	Certificate of Formation and Certificate of Authority to Transact Business
Exhibit 2	Managerial Qualifications
Exhibit 3	Financial Information [CONFIDENTIAL]
Exhibit 4	Proposed Tariff
Verification	

LIST OF EXHIBITS

Exhibit 1	Certificate of Formation and Certificate of Authority to Transact Business
Exhibit 2	Managerial Qualifications
Exhibit 3	Financial Information [CONFIDENTIAL]
Exhibit 4	Proposed Tariff
Verification	

Exhibit 1


Certificate of Formation and Certificate of Authority to Transact Business

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

FIRST: The name of the limited liability company is:
DELANE Communications, LLC.

SECOND: Its registered office in the State of Delaware is to be located at 1015 Centre Road, in the City of Wilmington, County of New Castle, 19806, and its registered agent at such address is Corporation Service Company.

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



Paul Lowrey
Authorized Person and Organizer

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

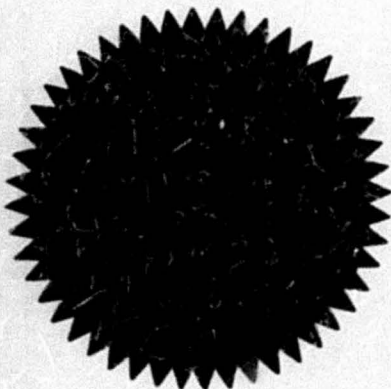
CERTIFICATE OF AUTHORITY

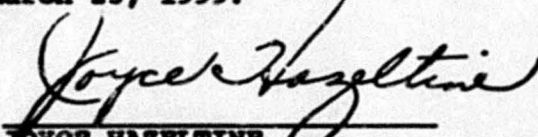
LIMITED LIABILITY COMPANY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of DSLNET COMMUNICATIONS, LLC (DE) to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Limited Liability Company Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application to transact business in this state.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this March 23, 1999.




JOYCE HAZELTINE
Secretary of State

CERTIFICATE OF AUTHORITY APPLICATION
OF A
FOREIGN LIMITED LIABILITY COMPANY

RECEIVED

MAR 23 1999

S.D. SEC. OF STATE

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

2. The name of the state or country under whose law it is organized is: Delaware

3. The street address of its principal office is: 545 Long Wharf Drive, New Haven, CT 06511

4. The address of its initial designated office in South Dakota is: c/o Corporation Service Company

503 South Pierre Street, Pierre, South Dakota 57501

5. The name and street address of its initial agent for service of process in South Dakota is: _____

Corporation Service Company

503 South Pierre Street, Pierre, South Dakota 57501

6. The date of organization is: 8/12/98, and the period of duration is: Perpetual

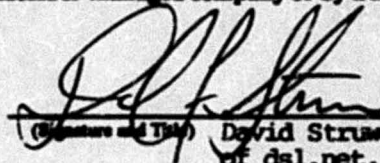
7. If the company is manager-managed, rather than member-managed, the name and address of each initial manager:

N/A

8. Whether one or more of the members of the company are to be liable for its debts and obligations under a provision similar to Section 303 (c). No. The company, and not its member, is liable for its debts and obligations.

The application must be signed by a member if the company is a member-managed company or by a manager if its a manager-managed company.

Date: March 2, 1999



(Signature and Title) David Strimas, President
of dsl.net, inc., sole member
of DSLnet Communications, LLC

FILING INSTRUCTIONS:

- The application for authority must be accompanied by the first Annual Report.
- One original and one exact or conformed copy must be submitted.
- The application must be accompanied by an original, currently dated *Certificate of Good Standing or Existence* from the Secretary of State in the state where it is organized.
- Filing Fee: See attached Annual Report.

**FIRST ANNUAL REPORT
OF A
LIMITED LIABILITY COMPANY**

1. The name of the Limited Liability Company is: DSLnet Communications, LLC

2. The state or country under whose law it is organized is: Delaware

3. The address of its registered office and the name and address of its registered agent for service of process in South Dakota is:
Corporation Service Company, 503 South Pierre Street, Pierre, South Dakota 57501

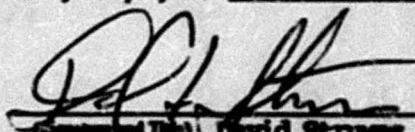
4. The address of its principal office is: 545 Long Wharf Drive, New Haven, CT 06511

5. The names and business addresses of any managers:

Member-managed: dsl.net, inc., 545 Long Wharf Drive, New Haven, CT 06511

6. The dollar amount of the total agreed contributions to the Limited Liability Company is \$ 1.00 *

Date: March 18, 1999


(Signature and Title) David Strauss, President of
dsl.net, inc., sole member
of DSLnet Communications, LLC

*** FILING FEE:**

AGREED CONTRIBUTION	FEE	
Not in excess of \$50,000	\$ 90	
\$50,001 to \$100,000	\$150	
In excess of \$100,000	\$150	for first \$100,000 plus \$.50 for each additional \$1,000

The maximum amount charged may not exceed sixteen thousand dollars (\$16,000.).

Exhibit 2

Managerial Qualifications

MANAGERIAL AND TECHNICAL QUALIFICATIONS

DSL.net has assembled an outstanding and experienced team of industry professionals to achieve its mission of market leadership. The founding executive team held key technical, marketing and financial positions at leading DSL equipment and CLEC service companies. The following summaries highlight management's extensive background:

Paul Sun, Chairman & CTO - was formerly Director of PairGain Technologies, Inc. ("PairGain"). Prior to PairGain, he was the President and CEO of Avidia Systems, Inc. a leading ATM switch vendor, which was sold to PairGain in 1997. From 1989 to 1995, Mr. Sun was the founding engineer at Transwitch Corp., a public telecommunications-oriented semiconductor company. He also held senior engineering management positions at Control Data Corp. and Motorola, Inc.

David Struwas, President & CEO - was formerly the General Manager for Worldcom/Brooks Fiber. Mr. Struwas was responsible for starting and managing all of Brooks Fiber's engineering, operations, sales and marketing for Connecticut and New York. In addition to his work at Brooks Fiber, Mr. Struwas also held senior executive sales and marketing positions at SNET/SBC and has more than 20 years of telecommunications experience.

Frank Pereira, Senior Vice President - Sales & Marketing - formerly Brand Manager at General Motors Corporation ("GM") responsible for sales, service, and marketing their advanced technology vehicles. Prior to GM, Mr. Pereira was a senior executive at Siebel Systems, Bell Atlantic and US West. At Bell Atlantic, Mr. Pereira was President of the Bell Atlantic Video Services Company. Mr. Pereira established the first commercial ADSL services in the Bell Atlantic territories, the first commercial video and information on demand product using DSL, as well as the first wireless digital video system. While with US West, Mr. Pereira ran the marketing for their Small Business Market unit as well as their Carrier Market unit focusing on data services and other business-focused communications.

Alma Bolduc, Vice President - Operations - formerly Managing Director of Cablevision Lighthouse CT, Inc., a CLEC subsidiary of Cablevision, where he was responsible for all sales, operations and had full profit and loss ("P&L") responsibility. Prior to Cablevision, Mr. Bolduc was one of the first general managers for Brooks Fiber Properties from 1995 to 1998, where his responsibilities included sales, operations, engineering, network construction, regulatory and P&L. Mr. Bolduc has over 16 years of experience in the telecommunications industry.

Robert Berlin, Executive Director - Strategic Planning - formerly Managing Director at Rice Sangalis Toole & Wilson, a private equity and mezzanine investment firm. Throughout his career, Mr. Berlin has worked exclusively with small-to-medium sized businesses as both an investor and investment banker. In previous capacities at Dean Witter Reynolds and GECC Capital Markets, Mr. Berlin helped finance various growth stage companies in the satellite services, wireless cable, network integration, and semiconductor industries.

John Jaser, Director - Business Development - formerly CEO and founder of FutureComm, Inc., which specialized in network planning, network architecture and design. Prior to FutureComm, Mr. Jaser founded Logix Microcomputer, a personal computer peripheral equipment vendor. He also held sales/store management positions at the Computer Factory, Inc. Mr. Jaser has over 15 years of industry experience in the computer and communications industry.

Felix Tang, Director - Engineering - formerly chief network engineer at FutureComm, Inc. Mr. Tang also held key engineering positions at Logix Microcomputer, Inc. Mr. Tang was the network architect for the Connecticut ICONN Internet service provider network and has over 14 years of industry experience in the computer and networking industry.

Kenneth Shafon, Director - Marketing - joined the Company after being Director of Marketing Communications for Aperture Technologies, a network and data center management software company. At Aperture, Mr. Shafon's responsibilities included direct mail, telemarketing, and Internet-based advertising and marketing. Prior to joining Aperture, Mr. Shafon was a founding partner of Shafon, Freil & Gordon, a full-service advertising, printing, and graphics company. Mr. Shafon has more than 15 years of marketing and advertising experience.

Andrea Harrington, Director - Finance - formerly director of tax & systems and controller for Alarmguard Holdings, Inc., a business and home security company recently purchased by ADT. At Alarmguard she was responsible for the company's financial budgets, audits, and was instrumental in the implementation of their integrated job costing and inventory systems. From 1986 to 1994, Ms. Harrington held various financial and tax services positions at Deloitte & Touche, including manager of tax services. Ms. Harrington has over 13 years of industry experience.

David McPhail, Director - Network Operations - Mr. McPhail was the Manager of Network Operations for Southwestern Bell/SNET and also held various management positions at SNET responsible for Internet access, ATM switching network architecture development, and outside network engineering. Prior to SBC/SNET, he held engineering positions at New York Telephone, Tie/Communications and ITS Communications. Mr. McPhail has over 18 years of experience in the telecommunications and Internet industry.

Charles Baumann, Director - Customer Service - Mr. Baumann was the marketing manager for COX Communications where he was responsible for planning and implementation of new business development for telephony, data and fiber-based services as well as the successful launch of @Home services. Prior to Cox, he held project management, network service and technical support management positions at US Sprint. Mr. Baumann also held various management positions with AT&T, Southwestern Bell, and SNET and has over 20 years of experience in the telecommunications industry.

Exhibit 3

Financial Information

[CONFIDENTIAL]

CONFIDENTIAL 1

Exhibit 4

Proposed Tariff

**TARIFF SCHEDULE APPLICABLE TO
INTRASTATE TELECOMMUNICATIONS SERVICES
PROVIDED WITHIN THE STATE OF SOUTH DAKOTA**

BY

DSLnet COMMUNICATIONS, LLC

Issued:

Issued By:

**Alan Bolduc, Vice President
DSLnet Communications, LLC
545 Long Wharf Drive, Fifth Floor
New Haven, CT 06511**

Effective:

CHECK SHEET

Pages 1- 47 inclusive of this tariff as of the date shown.

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

Issued:

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

Effective:

TABLE OF CONTENTS

<u>Description</u>	<u>Sheet Number</u>
CHECK SHEET	2
TABLE OF CONTENTS	3
TARIFF FORMAT	5
EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF	6
APPLICATION OF TARIFF	7
1.0 DEFINITIONS	8
2.0 REGULATIONS	10
2.1 Undertaking of the Company	10
2.2 Prohibited Uses	18
2.3 Obligations of the Customer	19
2.4 Customer Deposits and Advance Payments	21
2.5 Payment Arrangements	23
2.6 Allowances for Interruptions in Service	32
2.7 Cancellation of Service/Termination Liability	36
2.8 Customer Liability for Unauthorized Use of the Network	37
2.9 Use of Customer's Service by Others	38
2.10 Transfers and Assignments	39
2.11 Notices and Communications	39
3.0 SERVICE DESCRIPTIONS	40
4.0 RATE SCHEDULE	41
4.1 xDSL Dataloop	41

Issued:

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

Effective:

TABLE OF CONTENTS (cont'd)

<u>Description</u>	<u>Sheet Number</u>
5.0 MISCELLANEOUS SERVICES	42
5.1 Restoration of Service	42
5.2 Rates [RESERVED FOR FUTURE USE]	42
6.0 SPECIAL ARRANGEMENTS	43
6.1 Special Construction	43
6.2 Individual Case Basis (ICB) Arrangements	46
6.3 Special Promotions	46
7.0 PROMOTIONAL OFFERINGS [RESERVED FOR FUTURE USE]	47

Issued:

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

Effective:

TARIFF FORMAT

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

Issued:

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

Effective:

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

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

- C - To signify Changed Regulation.
- D - Delete or Discontinue
- I - Change Resulting in an Increase to a rate
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting in a Reduction to a rate
- S - Matter Appearing Elsewhere or Repeated for Clarification
- T - Change in Text But No Change to Rate or Charge
- V - Signifies Vintage Tariff

Issued:

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

Effective:

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

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

- C - To signify Changed Regulation.
- D - Delete or Discontinue
- I - Change Resulting in an Increase to a rate
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting in a Reduction to a rate
- S - Matter Appearing Elsewhere or Repeated for Clarification
- T - Change in Text But No Change to Rate or Charge
- V - Signifies Vintage Tariff

Issued:

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

Effective:

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications services within the State of Nebraska by DSLnet Communications, LLC.

Issued:

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

Effective:

1.0 DEFINITIONS

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

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

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

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

COMMISSION - The South Dakota Public Utilities Commission.

COMPANY - DSLnet Communications, LLC

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

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

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

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

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

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

Issued:

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

Effective:

1.0 DEFINITIONS (cont'd)

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

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

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

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

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

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

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

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

Issued:

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

Effective:

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

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

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

2.1.2 Shortage of Equipment or Facilities

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

Issued:

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

Effective:

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

- A. Service is provided on the basis of a minimum period of at least one (1) month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the tariff or other approved rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Service may be terminated with written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the State of South Dakota without regard for its choice of laws provision.
- F. Customer Service Inquiries. The Company will comply with the Commission's rules regarding customer service inquiries and complaints. The Company's toll-free Customer Service number is (800) 455-5546.

Issued:

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

Effective:

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

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

Issued:

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

Effective:

2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

E. (cont'd)

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

Issued:

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

Effective:

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

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

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

Issued:

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

Effective:

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

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

2.1.6 Non-Routine Installation

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

Issued:

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

Effective:

2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.7 Availability of Services

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

Issued:

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

Effective:

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

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

Issued:

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

Effective:

2.0 REGULATIONS (cont'd)

2.1 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

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

Issued:

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

Effective:

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

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

Issued:

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

Effective:

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

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

Issued:

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

Effective:

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

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or cannot be ascertained from generally accepted credit reporting sources. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) months charges for tariffed services or; two (2) months charges for a service or facility which has a minimum payment period of one month.
- B. In the event the deposit as computed under Section 2.4.2.A above exceeds \$75.00 per access line, the Customer shall pay one half of the deposit prior to the provision of service, with the remainder of the deposit due thirty (30) days after provision of the service.
- C. A deposit may be required in addition to an advance payment.
- D. The Company shall review accounts of Customers with deposits and shall refund deposits with interest if the accounts have been current for the preceding (12) twelve months. The Company will follow the South Dakota Commissions rules and procedures regarding refunds of deposits.
- E. Upon discontinuance of service, the Company shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- F. The rates of interest paid will be 7%, or the rate established by the South Dakota Commission.

Issued:

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

Effective:

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

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

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

Issued:

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

Effective:

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

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

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

- B. **Recurring Charges:** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date and accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

Issued:

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

Effective:

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

- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge in the amount of the lesser of 1½% of the unpaid balance per month or the highest percentage allowable by the South Dakota Commission per month, for bills not paid within thirty (30) days of mailing of the invoice, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges will be applied without discrimination.
- F. Customer's liability for charges hereunder shall not be reduced by untimely installation or non-operation of the Customer's or a third party's facilities and equipment.
- G. The Customer should notify the Company in writing of any disputed items on an invoice within thirty (30) days of the date of mailing of the invoice, and must pay any portion of the bill that is not in dispute. The Company will then follow the procedures set forth in the Commission's rules regarding disputed bills. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Company will inform the Customer of his or her right to file a complaint with the South Dakota Public Utilities Commission in accordance with the Commission's rules of procedure.

The address of the Commission is as follows:

South Dakota Public Utilities Commission
500 E. Capitol Avenue
State Capitol Building, First Floor
Pierre, South Dakota 57501

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

Issued:

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

Effective:

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

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to and attempted telephonic and/or personal contact with the Customer, discontinue or suspend service without incurring any liability. Service may be reinstated at such time as Customer pays in full all arrearages, including late payment charges.
- B. Upon violation of any of the other material terms or conditions of this tariff the Company may, thirty (30) days after giving notice to the Customer discontinue or suspend service without incurring any liability if such violation continues during that period. The Company reserves the option to disconnect service as soon as eight (8) days after the date that the notice of discontinuance or suspension of service was mailed to the customer.
- C. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may, by notice to the Customer, immediately discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E. When the Company has cause to totally disconnect or has totally disconnected a residential service, it shall postpone disconnection of local service after receiving either verbal or written notification of the existence of a medical emergency for a grace period of five (5) business days.

Issued:

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

Effective:

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

- F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

Issued:**Effective:**

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

2.0 REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.4 Notice to Company for Cancellation of Service

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

Issued:

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

Effective:

2.0 REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.5 Cancellation of Application for Service

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

Issued:

Issued By: Alan Bolduc, Vice President

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

Effective:

2.0 REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.6 Changes in Service Requested

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

Issued:

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

Effective:

2.0 REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.7 Bad Check Charge

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

Issued:

Issued By:

Alan Bolduc, Vice President
DSLnet Communications, LLC
545 Long Wharf Drive, Fifth Floor
New Haven, CT 06511

Effective:

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

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

Issued:

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

Effective:

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

D. The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

E. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption. For calculating credit allowances, every month is considered to have thirty (30) days.

F. Interruptions of 24 Hours or Less

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

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

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

Issued:

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

Effective:

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

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

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

Issued:

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

Effective:

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

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

2.6.4 Application of Credits for Interruptions in Service

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

Issued:

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

Effective:

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

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

2.7.1 Termination Liability

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

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

Issued:

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

Effective:

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

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

2.8.1 Customer Liability for Fraud and Unauthorized Use of the Network

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

Issued:**Issued By:** Alan Bolduc, Vice PresidentDSLnet Communications, LLC
545 Long Wharf Drive, Fifth Floor
New Haven, CT 06511

Effective:

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

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

2.9.2 Joint Use Arrangements

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

Issued:

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

Effective:

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

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

2.11 Notices and Communications

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

Issued:

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

Effective:

3.0 SERVICE DESCRIPTION

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

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

Issued:

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

Effective:

4.0 RATE SCHEDULE

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

4.1 xDSL DataLoop

Monthly Recurring Charges: \$85.00

Non-Recurring Installation Charge: \$200.00

Issued:**Issued By:**

Alan Bolduc, Vice President
DSLnet Communications, LLC
545 Long Wharf Drive, Fifth Floor
New Haven, CT 06511

Effective:

5.0 MISCELLANEOUS SERVICES

5.1 Restoration of Service

5.1.1 Description

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

5.2 Rates

[RESERVED FOR FUTURE USE]

Issued:

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

Effective:

6.0 SPECIAL ARRANGEMENTS

6.1 Special Construction

6.1.1 Basis for Charges

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

Issued:

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

Effective:

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

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

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

Issued:

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

Effective:

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

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

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

Issued:

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

Effective:

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

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

6.3 Special Promotions

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

Issued:

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

Effective:

7.0 PROMOTIONAL OFFERINGS

[RESERVED FOR FUTURE USE]

277463.1

Issued:

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

Effective:

VERIFICATION

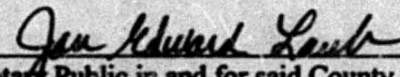
VERIFICATION

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

I, Alan Boluc, Vice President - Operations of DSLnet Communications, LLC, being duly sworn, state that I am authorized to make this verification on behalf of DSLnet Communications LLC, the Applicant named in the foregoing instrument, that the facts and allegations therein contained are true except so far as they are therein stated to be on information, and that, so far as they are therein stated to be on information, Applicant believes them to be true.


Alan Bolduc

Taken, sworn to and subscribed before me this 15th day of April 1999.


Notary Public in and for said County

My Commission expires on the 31st day of December, 2000.

6.0 SPECIAL ARRANGEMENTS

6.1 Special Construction

6.1.1 Basis for Charges

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

Issued:

Issued By:

Alan Bolduc, Vice President
DSLnet Communications, LLC
545 Long Wharf Drive, Fifth Floor
New Haven, CT 06511

Effective:

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

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

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

Issued:

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

Effective:

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

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

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

Issued:

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

Effective:

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

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

6.3 Special Promotions

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

Issued:

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

Effective:

7.0 PROMOTIONAL OFFERINGS

[RESERVED FOR FUTURE USE]

277463.1

Issued:

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

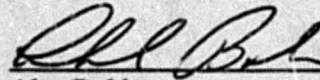
Effective:

VERIFICATION

VERIFICATION

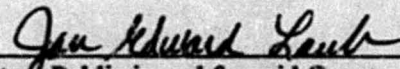
State of Connecticut)
) ss.
County of New Haven)

I, Alan Boluc, Vice President – Operations of DSLnet Communications, LLC, being duly sworn, state that I am authorized to make this verification on behalf of DSLnet Communications LLC, the Applicant named in the foregoing instrument, that the facts and allegations therein contained are true except so far as they are therein stated to be on information, and that, so far as they are therein stated to be on information, Applicant believes them to be true.



Alan Bolduc

Taken, sworn to and subscribed before me this 15th day of April 1999.



Notary Public in and for said County

My Commission expires on the 31st day of December, 2000.

**BEFORE THE
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION**

RECEIVED

APR 21 1999

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Application of

DSLNET COMMUNICATIONS LLC

**for a Certificate of Authority to Provide
Local Exchange Telecommunications
Services in the State of South Dakota**

)
)
)
)
)
)
)

File No. _____


REQUEST FOR CONFIDENTIALITY

DSLnet Communications, LLC ("DSLnet"), by its counsel, hereby requests the South Dakota Public Utilities Commission (the "Commission"), pursuant to Admin. Rules of South Dakota §§ 10:0:01:41-42 to designate as confidential Exhibit 3 of DSLnet's above-captioned Application for a Certificate of Authority ("Application"), which is being filed concurrently with the instant request, in order to protect highly proprietary information included therein. In support of this request DSLnet provides the following information:

1. Attached as Exhibit 3 to DSLnet's Application are the financial statements of DSLnet's managing entity and sole member, dsl.net, inc. This information is critical, commercially sensitive and competitively significant data that is not available to the general public.

2. Because the telecommunications industry is highly competitive, DSLnet believes that disclosure of this information would place it at a significant competitive disadvantage, impede full and fair competition, and undermine its business plans in Iowa. Unrestricted availability of the details of this information would provide competitors with information regarding DSLnet's financial strategies that would otherwise be unavailable. Such availability would disclose DSLnet's future business plans to competitors and ultimately result in a competitive disadvantage to DSLnet. In

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

 FIRST UNION NATIONAL BANK

15-122/540

0107007

NO. 107007

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

DATE

AMOUNT

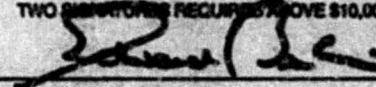
04/20/99

*****250.00

GENERAL ACCOUNT

TWO SIGNATURES REQUIRED ABOVE \$10,000

South Dakota Public
Utilities Commission



⑈107007⑈ ⑆054001220⑆ 2030000061363⑈

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of April 15, 1999 through April 22, 1999

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact
Delaine Kolbo within five business days of this filing.
Phone: 605-773-3705 Fax: 605-773-3809

ELECTRIC

EL99-004 In the Matter of the Filing by MidAmerican Energy Company for Approval of a New Street Lighting Service.

MidAmerican Energy Company is filing to revise the South Dakota Electric Tariff No. 1 to include a price code for a 100-watt High Pressure Sodium Victorian style fiberglass pole street light.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Filed: 04/21/99
Intervention Deadline: 05/07/99

TELECOMMUNICATIONS

TC99-030 In the Matter of the FCC Order Establishing New Deadlines for Implementation of IntraLATA Dialing Parity by Local Exchange Carriers.

The following local exchange carriers have filed IntraLATA Dialing Parity Implementation Plans: Heartland Telecommunications Company of Iowa on April 20, 1999; Accent Communications, Inc. on April 20, 1999, is requesting Commission approval to send out carrier notification letters in advance of final Commission action on the proposed plan, carrier notifications completed by June 1, 1999; Splitrock Properties, Inc. on April 21, 1999, is requesting Commission approval to send out carrier notification letters in advance of final Commission action on the proposed plan, carrier notifications completed by June 1, 1999; Jefferson Telephone Company on April 21, 1999, is requesting Commission approval to send out carrier notification letters in advance of final Commission action on the proposed plan, carrier notifications completed by May 10, 1999; Venture Communications, Inc. on April 21, 1999, is requesting Commission approval to send out carrier notification letters in advance of final Commission action on the proposed plan, carrier notifications completed by June 1, 1999; Hanson County Telephone Company on April 21, 1999, is requesting Commission approval to send out carrier notification letters in advance of final Commission action on the proposed plan, carrier notifications completed by June 1, 1999; Hanson Communications, Inc. d/b/a McCook Telecom on April 21, 1999, is requesting Commission approval to send out carrier notification letters in advance of final Commission action on the proposed plan, carrier notifications completed by June 1, 1999; Vivian Telephone Company d/b/a Golden West Communications, Inc. on April 21, 1999, is requesting Commission approval to send out carrier notification letters in advance of final Commission action on the proposed plan, carrier notifications completed by June 1, 1999; Stockholm Strandburg Telephone Co. on April 22, 1999, is requesting Commission approval to send out carrier notification letters in advance of final Commission action on the proposed plan, carrier notifications completed by June 1, 1999; AT&T Communications of the Midwest, Inc. on April 22, 1999; Midco Communications on April 22, 1999; Heartland Communications, Inc. on April 22, 1999; Mobridge Telecommunications on April 22, 1999, is requesting Commission approval to send out carrier notification letters in advance of final Commission action on the proposed plan, carrier notifications completed by June 1, 1999; West River Telecommunications Cooperative on April 22, 1999, is requesting Commission approval to

send out carrier notification letters in advance of final Commission action on the proposed plan, carrier notifications completed by June 1, 1999; Dakota Telecommunications Group, Inc., DTG Community Telephone, Inc. and Dakota Telecom, Inc. on April 22, 1999; Stateline Telecommunications, Inc. on April 22, 1999, is requesting Commission approval to send out carrier notification letters in advance of final Commission action on the proposed plan, carrier notifications completed by June 1, 1999; and U S WEST Communications, Inc. on April 22, 1999, "U S WEST will file a waiver with the FCC requesting an extension of time to implement toll dialing parity in the following three exchanges: McIntosh (605-273), Timber Lake (605-865), and Morristown (605-524). These exchanges were the subject of sale of exchanges with the Cheyenne River Tribe, and will be converted at a later date. Customers in these exchanges will be notified separately to inform them of the extension of time and the implementation date."

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Comments Due: 05/07/99
Reply Comments Due: 05/17/99

The following local exchange carriers have completed conversion to intraLATA dialing parity: Fort Randall Telephone Company on April 21, 1999; Mt. Rushmore Telephone Company on April 21, 1999; and CommChoice, LLC on April 22, 1999.

TC99-037 In the Matter of the Application of Long Distance America, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Application by Long Distance America, Inc. for a certificate to provide 1+ and 101XXXX direct outbound dialing, 800/888 toll free inbound dialing and travel card interexchange service on a resold basis.

Staff Analyst: Dave Jacobson
Staff Attorney: Camron Hoseck
Date Filed: 04/15/99
Intervention Deadline: 05/07/99

TC99-038 In the Matter of the Application of FON Digital Network, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

On April 15, 1999, the Commission received an application by FON Digital Network, Inc. for a Certificate of Authority to provide telecommunications services in South Dakota. FON Digital Network, Inc. is a reseller which intends to offer 1+ and 101XXXX direct outbound dialing, 800/888 toll-free inbound dialing, travel card and prepaid calling card service.

Staff Analyst: Bob Knadle
Staff Attorney: Karen Cremer
Date Filed: 04/15/99
Intervention Deadline: 05/07/99

TC99-039 In the Matter of the Application of Concert Communications Sales LLC for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

Concert Communications Sales LLC has filed a request for a Certificate of Authority to provide local telecommunications services on a resale basis throughout South Dakota. They plan to provide local telephone service, access service, private line, internet access service and data transmission services.

Staff Analyst: Michele Farris
Staff Attorney: Camron Hoseck

Date Filed: 04/19/99
Intervention deadline: 05/07/99

TC99-040 In the Matter of the Application of Cable & Wireless Global Markets, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Cable & Wireless Global Markets, Inc. is a reseller who intends to offer interexchange interLATA and intraLATA telecommunication services on a statewide basis.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Filed: 04/19/99
Intervention Date: 05/07/99

TC99-041 In the Matter of the Filing by Dickey Rural Telephone Cooperative and its Wholly Owned Subsidiary, Dickey Rural Communications, Inc. for Approval of Petition for Suspension and Modification of Dialing Party.

Dickey Rural Telephone Cooperative and Dickey Rural Communications, Inc. each have fewer than 2% of the Nation's subscriber lines installed in the aggregate. Pursuant to 47 U.S.C. 251(f)(2), Dickey Rural Telephone Cooperative and Dickey Rural Communications, Inc. petitions the Commission for a suspension and modification of the requirement for implementation of intraLATA dialing parity in its service areas until June 30, 2000. The grounds for the petition are that suspension and modification are: a) necessary to avoid imposing requirements that are unduly economically burdensome and infeasible, and b) consistent with the public interest, convenience and necessity. The compressed schedule mandated by CC Docket No. 96-98, Order adopted March 19 and released March 23, 1999, FCC 99-54 is burdensome and infeasible for small LECs to develop and administer plans for timely notification of their subscribers and interexchange carriers regarding subscribers' selection of intraLATA toll providers, and for small LECs to develop fully compensatory local exchange access rates to replace the current arrangement.

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Filed: 04/19/99
Comments Due: 05/07/99
Reply Comments Due 05/17/99

TC99-042 In the Matter of the Filing by Consolidated Telephone Cooperative and its Wholly Owned Subsidiary, Consolidated Telcom, Inc. formerly known as CTC Communications, Inc. for Approval of Petition for Suspension and Modification of Dialing Party.

Consolidated Telephone Cooperative and Consolidated Telcom, Inc. formerly known as CTC Communications, Inc. each have fewer than 2% of the Nation's subscriber lines installed in the aggregate. Pursuant to 47 U.S.C. 251(f)(2), Consolidated Telephone Cooperative and Consolidated Telcom, Inc. formerly known as CTC Communications, Inc. petitions the Commission for a suspension and modification of the requirement for implementation of intraLATA dialing parity in its service areas until June 30, 2000. The grounds for the petition are that suspension and modification are: a) necessary to avoid imposing requirements that are unduly economically burdensome and infeasible, and b) consistent with the public interest, convenience and necessity. The compressed schedule mandated by CC Docket No. 96-98, Order adopted March 19 and released March 23, 1999, FCC 99-54 is burdensome and infeasible for small LECs to develop and administer plans for timely notification of their subscribers and interexchange carriers regarding subscribers' selection of intraLATA toll providers, and for small LECs to develop fully compensatory local exchange access rates to replace the current arrangement.

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Filed: 04/20/99
Comments Due: 05/07/99
Reply Comments Due: 05/17/99

TC99-043 In the Matter of the Filing by Kennebec Telephone Company for Approval of Dialing Parity Implementation Plan and Petition for Suspension and Modification of Dialing Parity.

Kennebec Telephone Company filed its intraLATA toll dialing parity implementation plan and, pursuant to ARSD 20:10:32:39 and 47 U.S.C. 251(f)(2), a petition for suspension and modification of the requirement for implementing intraLATA dialing parity until September 19, 1999. Kennebec Telephone Company has fewer than 2% of the Nation's subscriber lines installed in the aggregate. Kennebec Telephone Company's implementation of intraLATA dialing parity in Kennebec and Presho are part and parcel of its implementation of interLATA equal access for the Kennebec and Presho exchanges at the South Dakota Network switch in Sioux Falls. The implementation of Kennebec Telephone Company's dialing parity plan began before the FCC released its order in CC Docket No. 96-98, Order adopted March 19 and released March 23, 1999, FCC 99-54.

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Filed: 04/21/99
Comments Due: 05/07/99
Reply Comments Due: 05/17/99

TC99-044 In the Matter of the Application of RDST, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Application by RDST, Inc. for a Certificate of Authority to provide Intrastate Telecommunications Services in South Dakota. RDST, Inc. proposes to offer intrastate, interexchange 1+ and 101XXXX outbound, 800/888 inbound, travel card and prepaid card service in South Dakota.

Staff Analyst: Dave Jacobson
Staff Attorney: Camron Hoseck
Date Filed: 04/21/99
Intervention Deadline: 05/07/99

TC99-045 In the Matter of the Application of DSLnet Communications, LLC for a Certificate of Authority to Provide Telecommunications Services, Including Local Exchange Services, in South Dakota.

On April 21, 1999, the Commission received an application by DSLnet Communications, LLC for a Certificate of Authority to provide resold and facilities-based local exchange and interexchange services to subscribers throughout the state of South Dakota. Initially, DSLnet intends to provide data transmission services only.

Staff Analyst: Bob Knadle
Staff Attorney: Karen Cremer
Date Filed: 04/21/99
Intervention Deadline: 05/07/99

TC99-046 In the Matter of the Filing by Western Telephone Company for Approval of Dialing Parity Implementation Plan and Petition for Suspension and Modification of Dialing Parity.

Western Telephone Company filed its intraLATA toll dialing parity implementation plan and, pursuant to ARSD 20:10:32:39 and 47 U.S.C. 251(f)(2), a petition for suspension and modification of the requirement for implementing intraLATA dialing parity until September 15, 1999. Western Telephone Company has fewer than 2% of the Nation's subscriber lines installed in the aggregate. "Western Telephone Company seeks the suspension and modification because at this time negotiations are ongoing and no decision has yet been reached regarding whether or not intraLATA equal access will be provided by South Dakota Network as centralized equal access, or, if Western Telephone Company will make the requisite changes to provide intraLATA dialing parity from its end offices. It is technically infeasible and, hence, inconsistent with the public interest, to reach this decision and implement either alternative by July 22, 1999, the deadline according to [the FCC order in CC Docket No. 96-98, Order adopted March 19 and released March 23, 1999,] FCC 99-54." Western Telephone Company submitted a centralized intraLATA equal access plan.

Staff Analyst: Harlan Best

Staff Attorney: Karen Cremer

Date Filed: 04/21/99

Comments Due: 05/07/99

Reply Comments Due: 05/17/99

**TC99-047 in the Matter of the Filing by Beresford Municipal Telephone Company for Approval of
Dialing Parity Implementation Plan and Petition for Suspension and Modification of
Dialing Parity.**

Beresford Municipal Telephone Company filed its intraLATA toll dialing parity implementation plan and, pursuant to ARSD 20:10:32:39 and 47 U.S.C. 251(f)(2), a petition for suspension and modification of the requirement for implementing intraLATA dialing parity until September 15, 1999. Beresford Municipal Telephone Company has fewer than 2% of the Nation's subscriber lines installed in the aggregate. "Beresford Municipal Telephone Company seeks the suspension and modification because at this time negotiations are ongoing and no decision has yet been reached regarding whether or not intraLATA equal access will be provided by South Dakota Network as centralized equal access, or, if Beresford Municipal Telephone Company will make the requisite changes to provide intraLATA dialing parity from its end offices. It is technically infeasible and, hence, inconsistent with the public interest, to reach this decision and implement either alternative by July 22, 1999, the deadline according to [the FCC order in CC Docket No. 96-98, Order adopted March 19 and released March 23, 1999,] FCC 99-54." Beresford Municipal Telephone Company submitted a centralized intraLATA equal access plan.

Staff Analyst: Harlan Best

Staff Attorney: Karen Cremer

Date Filed: 04/21/99

Comments Due: 05/07/99

Reply Comments Due: 05/17/99

**You may receive this listing and other PUC publications via our website or via internet e-mail.
You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc/>**

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

WASHINGTON OFFICE
3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7647

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

June 4, 1999

RECEIVED

JUN 07 1999

VIA OVERNIGHT DELIVERY

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

William Bullard, Executive Director
South Dakota Public Utilities Commission
500 E. Capitol Ave.
State Capitol Building, First Floor
Pierre, South Dakota 57501

Re: Application of DSLnet Communications, LLC for a
Certificate of Authority to Provide Resold and Facilities Based
Local Exchange and Interexchange Telecommunications Services
in South Dakota: Docket No. TC-99-045

Dear Mr. Bullard:

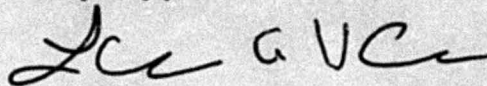
Enclosed for filing on behalf of DSLnet Communications, LLC ("DSLnet") are an original and ten (10) copies of responses to the data requests of Mr. Bob Knadle of the Commission's staff, dated May 24, 1999, regarding DSLnet's above-referenced application.

Also enclosed are an original and ten (10) copies of DSLnet's Request for Confidentiality, which requests confidential treatment of the information provided in Attachment 1 to this filing. Attachment 1 contains proprietary and commercially sensitive information regarding DSLnet's proposed business operations. Accordingly, this information has been included in a sealed envelope marked "CONFIDENTIAL." DSLnet previously requested confidential treatment of the financial information included with its above-reference application, which was filed on April 21, 1999.

William Bullard, Executive Director
June 4, 1999
Page Two

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

Very truly yours,

A handwritten signature in dark ink, appearing to read "Lawrence A. Walke". The signature is fluid and cursive, with the first name being the most prominent.

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

Enclosures

cc: Ms. Wendy Blumling

**BEFORE THE
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION**

Application of)	
)	
DSLNET COMMUNICATIONS, LLC)	Docket No. TC-99-045
)	
for a Certificate of Authority to Provide)	
Local Exchange Telecommunications)	
Services in the State of South Dakota)	

REQUEST FOR CONFIDENTIALITY

DSLnet Communications, LLC ("DSLnet"), by its counsel, hereby files this request to the South Dakota Public Utilities Commission (the "Commission"), pursuant to Admin. Rules of South Dakota §20:10:01:39-44, which permits certain records to be kept confidential, for an order preventing from public disclosure of Attachment 1 of DSLnet's Responses to Data Requests with respect to the above-captioned Application for a Certificate of Authority ("Application"), which are being filed concurrently with this Request, in order to protect highly proprietary information included therein, as follows:

1. Appended as Attachment 1 to DSLnet's Responses to Data Requests with respect to its Application are financial statements of DSLnet's managing entity and sole member, dsl.net, inc. This information is critical, commercially sensitive and competitively significant data that is not available to the general public.

2. Because the telecommunications industry is highly competitive, DSLnet believes that disclosure of this information would place it at a significant competitive disadvantage, impede full and fair competition, and undermine its business plans in South Dakota. Unrestricted availability of the details of this information would provide competitors with information regarding DSLnet's

financial strategies that would otherwise be unavailable. Such availability would disclose DSLnet's future business plans to competitors and ultimately result in a competitive disadvantage to DSLnet. In contrast, confidential treatment will not adversely affect any interested party. Confidential treatment of this data is therefore required to avoid commercial and competitive injury.

3. Admin. Rules of South Dakota §20:10:01:39(4) provides confidential treatment for public records that are trade secrets recognized and protected by law. The financial statements of DSLnet's managing entity, dsl.net, inc., which are the subject matter of this request, fall within this exemption from disclosure. Accordingly, because of its confidential nature, Attachment 1 is being filed separately under seal.

4. DSLnet requests confidential treatment of Attachment 1 during the entire time period in which DSLnet's Application is being reviewed by the Commission. Upon grant of the Application, DSLnet requests that the Commission return the confidential information contained in Attachment 1 to the undersigned at the address listed below.

5. Any questions regarding this Request should be directed to the undersigned.

Respectfully submitted,

By: 

Lawrence A. Walke
Paul B. Hudson
SWIDLER BERLIN SHEREFF FRIEDMAN, LLP
3000 K Street, N.W., Suite 300
Washington, D.C. 20007
Tel. (202) 424-7500
Fax (202) 424-7654

Counsel for DSLnet Communications, LLC

Dated: June 4, 1999

**DSLNET COMMUNICATIONS, LLC'S RESPONSES TO DATA REQUESTS
OF THE SOUTH DAKOTA PUBLIC SERVICE COMMISSION**

PART ONE - Compliance with ARSD 20:10:24:02 and 20:10:32:03

20:10:24:02 Interexchange Application

(8) DSLnet Communications, LLC is wholly-owned by its sole member and operating entity, dsl.net, inc. The LLC does not have its own assets and liabilities and does not maintain its own financial statements, as its financial position is wholly reflected by the statements of dsl.net, inc. Both DSLnet and dsl.net, inc. are privately held. Accordingly, neither has an annual report or report to stockholders. To supplement the financial statements included in the Application, DSLnet appends hereto as Attachment 1 the year-end financial statements of dsl.net, inc. dated December 31, 1998, and financial statements for March and April 1999. Please note that DSLnet has requested confidential treatment of the financial statements of dsl.net, inc. and, accordingly, has filed this information under seal with the Commission.

For the protection of South Dakota residents, DSLnet will post a \$25,000 bond.

(9) E-mail: Commission inquiries may be directed to DSLnet's Director of Regulatory Affairs, Ms. Wendy Bluemling, at wbluemling@dsl.net. Individuals may contact DSLnet's Customer Service Department at customerservice@dsl.net.

(10) DSLnet is in good standing with the appropriate regulatory agencies in all fifty states and in the District of Columbia.

(11) DSLnet does not engage in multilevel marketing activities. Copies of informational brochures regarding DSLnet's services are appended hereto as Attachment 2.

20:10:32:03 Local Exchange Application

(1) E-mail: Commission inquiries may be directed to DSLnet's Director of Regulatory Affairs, Ms. Wendy Bluemling, at wbluemling@dsl.net. Individuals may contact DSLnet's Customer Service Department at customerservice@dsl.net.

(4)(b) As a limited liability company, DSLnet does not have shareholders. DSLnet's sole member and managing entity is dsl.net, inc.

(4)(c) A copy of DSLnet's Certificate of Formation is appended as Attachment 3.

(5) DSLnet is authorized to provide local exchange and interexchange telecommunications services in the following states:

DSLnet Communications LLC's Responses to Data Requests

June 4, 1999

Page 2

<u>Name of State</u>	<u>Date of Authorization</u>
Alabama	April 6, 1999
Colorado	May 26, 1999
Indiana	May 26, 1999
Kentucky	March 13, 1999
Massachusetts	September 28, 1998
Montana	April 8, 1999
New Hampshire	April 12, 1999
New York	March 5, 1999
North Carolina	May 11, 1999
Ohio	June 2, 1999
Pennsylvania (interim)	May 25, 1999
Rhode Island	February 2, 1999
South Carolina	May 18, 1999
Tennessee	May 18, 1999
Washington	May 26, 1999

DSLnet is also authorized to provide interstate interexchange telecommunications services pursuant to its F.C.C. Tariff No. 1, effective April 8, 1999.

(9)(b) DSLnet customers may direct questions and complaints to DSLnet's Customer Service Center at 800-455-5546 or customerservice@dsl.net. They may also access DSLnet's Internet sit at www.dsl.net. DSLnet technical personnel will be on call 24 hours per day to assist with facility maintenance. DSLnet will comply with all Commission quality of service requirements.

DSLnet's contact person for customer and service inquiries is:

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

(10) At such time that voice services are initiated, DSLnet will provide customers with access to 911 and E911, operator services, interexchange services, directory assistance and telecommunications relay services through the use of its own facilities or by contract with an authorized third-party provider.

DSLnet Communications LLC's Responses to Data Requests

June 4, 1999

Page 3

(11)(a) DSLnet Communications, LLC is wholly-owned by its sole member and operating entity, dsl.net, inc. The LLC does not have its own assets and liabilities and does not maintain its own financial statements, as its financial position is wholly reflected by the statements of dsl.net, inc. Both DSLnet and dsl.net, inc. are privately held. Accordingly, neither has an annual report or report to stockholders. To supplement the financial statements included in the Application, DSLnet appends hereto as Attachment 1 the year-end financial statements of dsl.net, inc. dated December 31, 1998, and financial statements for March and April 1999. For the protection of South Dakota residents, DSLnet will post a \$25,000 bond.

(12)(a) DSLnet intends to reach an interconnection agreement with U S West.

(12)(b) DSLnet contacted Heidi Higer of U S West on April 29, 1999 by telephone to request interconnection. U S West sent interconnection materials to DSLnet, including a non-disclosure agreement. U S West will sign the agreement once DSLnet selects an agreement to opt into or when it starts to negotiate an agreement. DSLnet hopes to enter into an interconnection agreement with U S West during the third quarter of 1999.

(12)(c) U S West did not require a demand letter. To demonstrate that DSLnet has initiated interconnection discussions with U S West, a copy of the non-disclosure agreement, generated by U S West, is appended hereto as Attachment 4.

(15) DSLnet does not engage in multilevel marketing activities. Copies of informational brochures regarding DSLnet's services are appended hereto as Attachment 2.

(17) DSLnet is in good standing with the appropriate regulatory agencies in all fifty states and in the District of Columbia.

(18) E-mail: Commission inquiries may be directed to DSLnet's Director of Regulatory Affairs, Ms. Wendy Bluemling, at wbluemling@dsl.net. Individuals may contact DSLnet's Customer Service Department at customerservice@dsl.net.

PART TWO - Bond

DSLnet will post a \$25,000 bond for its proposed South Dakota operations and will file a copy with the Commission as soon as possible.

PART THREE - Tariff Revisions

These changes are numbered to correspond with the letter from Mr. Knadle dated May 24, 1999.

William Bullard, Executive Director

June 3, 1999

Page 4

3. Original Page No. 7, Application of Tariff, has been revised to replace the word "Nebraska" with "South Dakota."
4. Original Page No. 23, Section 2.5.1 has been revised to change the word "thirty (30)" to "one hundred eighty (180)" in the fifth sentence in the first paragraph.
5. Original Page No. 25, Section 2.5.2 E. has been revised to delete the words "highest percentage allowable by the South Dakota Commission per month, for" and insert the words "amount otherwise authorized by law will be charged on" in the second sentence.
6. Original Page No. 25, Section 2.5.2 G has been revised to include the Commission's telephone numbers, (605) 773-3201 and (800) 332-1782, at the end of the Commission's address.
7. Original Page 11, Section 2.1.3 E. has been revised to remove the words "without regard for its choice of laws provision."
8. Original Page No.'s 12-14, Section 2.1.4 has been revised to replace the limitation of liability provision with language suggested by Mr. Knadle.
9. Original Page No. 15, Section 2.1.4 I. has been deleted. (See response to Item 8, above.)
10. Original Page No. 20, Section 2.3.2 A. has been deleted.
11. Original Page No. 26, Section 2.5.3 A. has been revised to include the word "undisputed" between the words "any" and "amounts" in the first sentence.
12. Original Page No. 34, Section 2.6.2 H., has been revised to include the words "or thirty (30) days after Customer discovers the interruption of service" at the end of the sentence.
13. Original Page No. 42, Section 5.1 has been revised to describe how the restoration charge is determined.
14. Original Page No. 44, Section 6.1.2 D. has been revised to delete the words "uncollectible revenue."
15. Original Page No. 45, Section 6.1.3 C. has been revised to change the word "estimate" to "estimated" in the third sentence.

ATTACHMENT 1

Balance Sheets and Financial Statements of dsl.net, inc.

[Confidential treatment requested. Filed Under seal with the Commission.]

ATTACHMENT 2

Marketing Information

URGENT



This location has been determined
to be qualified to receive
DSL.net's Internet Access Solution.

Get access today, call us toll free at:

1-877-DSL-NET1
(1-877-375-6381)

or visit:

www.dsl.net

High Speed Internet Access...

**three times the speed
one third the cost**

Now there's a better way to get on the Net. It's DSL: the hot new technology that delivers high-speed, low-cost Internet access. DSL from DSL.net makes your entire company more productive – as an unlimited number of users enjoy speeds up to 1.2 Mbps!

WHAT IS DSL?

DSL (Digital Subscriber Line), widely used on the west coast, is a broadband digital connection, made directly to your premises using existing copper telephone lines. It is ideal for small and medium business applications. There are many different types of DSL technologies. DSL.net currently offers SDSL (Symmetric DSL), which delivers the same high speed for sending and receiving information.

HOW DOES DSL WORK?

This service requires specialized equipment at the DSL.net location, and a DSL modem at your location. The modem maintains a digital link from your business to our office, driving ordinary telephone lines at speeds far beyond conventional dial-up modems and ISDN connections. The modem plugs into your existing local area network, or attaches to a PC with a special cable.

WHAT ARE THE DSL.NET ADVANTAGES?

- Available speeds up to 1.2 Mbps
- Up to 40 times faster than other access methods
- It's always on - no dial-up aggravations
- Single connection for the entire network with unlimited users
- Instant e-mail to every user's desktop
- Static IP numbers – as many as you need
- Easy to install and upgrade
- Delivered on 10 BaseT – easy to deploy
- Symmetric DSL means you can send and receive data at the same high speed (unlike ADSL)
- Video conferencing capable
- Error-free digital connections
- Secure and reliable
- Supports power users and LANs

**Get the speed you need to get ahead with reliable,
affordable DSL.net Internet access!**

DSL.net™

Contact us today!

Tel: 877-DSL-NET1 ■ Fax: 888-288-9221

E-Mail: info@dsl.net ■ Web: www.dsl.net

ATTACHMENT 3

Certificate of Formation

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



Edward J. Fudel

Edward J. Fudel, Secretary of State

2932199 8100
981315189

AUTHENTICATION: 9248499
DATE: 08-12-98

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

FIRST: The name of the limited liability company is:

DELEST Communications, LLC.

SECOND: Its registered office in the State of Delaware is to be located at 1013 Centre Road, in the City of Wilmington, County of New Castle, 19806, and its registered agent at such address is Corporation Service Company.

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



**John Lewis
Authorized Person and Organizer**

2000

ATTACHMENT 4

U S West Non-Disclosure Agreement

This Confidentiality Agreement ("Agreement"), effective _____ is made by and between U S WEST Communications, Inc. ("USWC"), a Colorado corporation, and its Affiliates, having its principal place of business at 1801 California, Suite 2300, Denver, Colorado 80202, and DSLnet Communications, LLC, a Delaware corporation, having its principal place of business at 545 Long Wharf Drive, 5th Floor, New Haven, Connecticut 06511.

For purposes of this Agreement, "Affiliate" means any entity which, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control of USWC or Other Party.

1. This Agreement is made in order for each party to receive from the other certain technical and business information ("Confidential Information" as defined below) related to negotiations for interconnection, unbundled network elements and resale under the Telecommunications Act of 1996 ("Act") under terms that will protect the confidential and proprietary nature of such Confidential Information.

2. As used herein, "Confidential Information" shall mean any and all technical or business information, including third party information, furnished or disclosed in whatever tangible form or medium, orally, or by any other means by one party to the other including, but not limited to, product/service specifications, prototypes, computer programs, models, drawings, marketing plans, financial data, and personnel statistics.

3. This Agreement shall expire three (3) years from the effective date stated above. Notwithstanding the termination of this Agreement, each party agrees to treat such Confidential Information as confidential for a period of three (3) years from the date of receipt of same unless the parties agree otherwise in writing. In handling the Confidential Information, each party agrees: (a) not to copy such Confidential Information of the other unless specifically authorized; (b) not to make disclosure of any such Confidential Information to any person, corporation or entity, except employees and subcontractors of such party to whom disclosure is necessary for the purposes set forth above; and (c) to appropriately notify such employees and subcontractors that the disclosure is made in confidence and shall be kept in confidence according to the terms of this Agreement. Each party shall exercise at least the same degree of care used to restrict disclosure of its own information of like importance, and at a minimum shall exercise at least reasonable care.

4. Each party agrees that, in the event permission is granted by the other to copy Confidential Information, or that copying is otherwise permitted hereunder, each such copy shall contain and state the same confidential or proprietary notices or legends, if any, which appear on the original. Nothing herein shall be construed as granting to either party any right or license under any copyrights, trademarks, inventions, patents or other form of intellectual property now or hereafter owned, created or controlled by the other party.

5. Upon termination of this Agreement for any reason or upon request of the disclosing party, all documented Confidential Information, together with any copies of same as may be authorized herein, shall be returned to the disclosing party or certified destroyed by the receiving party.

6. The obligations imposed by this Agreement shall not apply to any information that: (a) is already in the possession of, is known to, or is independently developed by the receiving party; or (b) is or becomes publicly available through no fault of the receiving party; or (c) is obtained by the receiving party from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed; or (d) is disclosed without restriction by the disclosing party; or (e) is required to be disclosed pursuant to the lawful order of a government agency or disclosure is required by operation of law. If either party receives any administrative or court request, subpoena or order commanding disclosure of the other party's

7. This Agreement shall not preclude either party from exercising its rights to seek mediation or arbitration in accordance with the Act with respect to these negotiations; however, in the event of such mediations, arbitrations, or appeal from such proceedings, the parties agree to request the tribunal to maintain the confidential and proprietary nature of Confidential Information as defined in this Agreement. In the event the parties reach an interconnection agreement which is approved by the applicable State regulatory commission, the parties agree to file that approved agreement as a public record in accordance with the Act.

8. No offers or proposals of either side exchanged during negotiation of an interconnection agreement shall be used in any administrative or court proceeding as an admission by either party that the offered position or proposal is acceptable. In any administrative or judicial proceeding, both parties may advocate, propose and support positions different than those offered in negotiation. If an agreement is not reached on specific proposals offered as part of negotiation, such proposals are considered Confidential Information and not for disclosure by the other party.

9. Except for the obligations of use and confidentiality imposed herein, no obligation of any kind is assumed or implied against either party by virtue of the parties' meetings or conversations with respect to the subject matter stated above or with respect to whatever Confidential Information is exchanged. Each party further acknowledges that this Agreement and any meetings and communications of the parties relating to the same subject matter, including the exchange of Confidential Information, shall not: (a) constitute an offer, request, or contract with the other to engage in any research, development or other work; (b) constitute an offer, request or contract involving a buyer-seller relationship, joint venture, teaming or partnership relationship between the parties; or (c) impair or restrict either party's right to make, procure or market any products or services, now or in the future, which may be similar to or competitive with those offered by the disclosing party, or which are the subject matter of this Agreement, so long as that party's obligations of confidentiality under this Agreement are not breached. The parties shall pay their own fees and expenses incurred in preparation for, or as a result of, this Agreement or the parties' meetings and communications.

10. Neither this Agreement nor any rights hereunder in whole or in part shall be assignable or otherwise transferable by either party and the obligations contained in this Agreement shall survive and continue after termination of this Agreement, provided that either party may assign or transfer this Agreement and rights and obligations hereunder to any current or future Affiliates or successor company if such assignee agrees in writing to the terms and conditions herein.

11. The receiving party shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any Confidential Information, technical data, or products received from the disclosing party, or any direct product of such Confidential Information or technical data, to any person or company who is a legal resident of or is controlled by a legal resident of any prohibited country listed in Section 779.4(f) of the U.S. Export Administration Regulations (as the same may be amended from time to time), unless properly authorized by the U.S. Government. This requirement is not limited by the time period stated in this Agreement.

12. Any claim, controversy or dispute between the parties, their agents, employees, officers, directors or affiliated agents ("Dispute") shall be resolved by arbitration conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration

CONFIDENTIAL

DISCLOSE AND DISTRIBUTE SOLELY TO
EMPLOYEES HAVING A NEED TO KNOW

the arbitrability of all Disputes. The arbitrator shall have authority to award only injunctive relief and compensatory damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The laws of Colorado shall govern the construction and interpretation of this Agreement, and the arbitration shall occur in Denver, Colorado. It is expressly agreed that either party may seek injunctive relief in an appropriate court of law or equity pending an award in arbitration.

13. This Agreement, together with any and all incorporated exhibits, constitute the entire Agreement between the parties with respect to the subject matter of this Agreement. No provision of this Agreement shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is made in writing and signed by both parties. This Agreement supersedes all previous agreements between the parties relating to the subject matter of this Agreement.

14. This Agreement is the joint work product of the parties, has been negotiated by the parties and their respective counsel and shall be interpreted fairly in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either party.

15. Any notice to be given pursuant to this Agreement by either party to the other shall be in writing and shall be deemed given when sent either by mail to the address listed below or by facsimile with a confirmation copy sent by mail.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this Agreement as of the date first stated above.

DSL.NET Communications, LLC

U S WEST Communications, Inc.

Wendy S. Blumenthal

Name

Wendy S. Blumenthal

Type Name

Type Name

Director-Regulatory Affairs

Title

Title

May 5, 1999

Date

Date

545 Long Wharf Drive, 5th Floor

Address for Notices

Address for Notices

New Haven, CT 06511

CONFIDENTIAL

DISCLOSE AND DISTRIBUTE SOLELY TO
EMPLOYEES HAVING A NEED TO KNOW

ATTACHMENT 5

Revised Intrastate Tariff Pages

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications services within the State of South Dakota by DSLnet Communications, LLC.

Issued:

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

Effective:

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

- A. Service is provided on the basis of a minimum period of at least one (1) month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the tariff or other approved rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Service may be terminated with written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the State of South Dakota.
- F. Customer Service Inquiries. The Company will comply with the Commission's rules regarding customer service inquiries and complaints. The Company's toll-free Customer Service number is (800) 455-5546.

Issued:

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

Effective:

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

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

2.1.4 Liability of Carrier

- A. Except as otherwise stated in this section, the liability of Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. Carrier shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by Carrier, or (3) common carriers or warehousemen;

Issued:

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

Effective:

2.0 REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.4 Liability of Carrier (cont'd)****D. (cont'd)**

2. Any delay or failure of performance or equipment due to causes beyond Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of Carrier's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier-provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over Carrier's facilities;
6. Changes in any of the facilities, operations or procedures of Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by Carrier and is not provided to the Customer, in which event Carrier's liability is limited as set forth in subsection 2.3.1 of this Section 2.3.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

Issued:**Effective:**

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

2.0 REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.4 Liability of Carrier (cont'd)****D. (cont'd)**

8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Carrier's facilities;
9. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for Carrier and/or is not authorized by Carrier;
10. Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this tariff;
11. Any act or omission in connection with the provision of 911, E911, or similar services involving emergencies;
12. Any noncompletion of calls due to network busy conditions;
13. Any calls not actually attempted to be completed during any period that service is unavailable.

E. Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or service provided by Carrier.

Issued:

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

Effective:

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

- F. Carrier does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Carrier shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. Carrier assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Carrier has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by other entities.
- H. Notwithstanding any other provision of this tariff and pursuant to S.D. Codified Laws §§ 49-13-1 and 49-13-1.1, any person claiming to be damaged by Carrier may either make complaint to the Commission or may bring suit on his own behalf for the recovery of damages in any court of competent jurisdiction in South Dakota, but no person may pursue both remedies at the same time.
- I. CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

Issued:

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

Effective:

2.0 REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.2 Liability of the Customer

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

Issued:

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

Effective:

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

Customer shall pay Company, monthly in advance, a monthly charge equal to the rate set forth in the Service Description or equal to the monthly charge as adjusted under the terms hereof, provided, however, that the first such payment shall be for the period from the Service Commencement Date through the end of the next full month. The non-recurring installation charges are due with such first payment. The Customer is responsible for the payment of all charges for services furnished by the Company to the Customer. Billing for service will commence on the Service Commencement Date. Customer must notify company of any errors or discrepancies in the billing statement within one hundred eighty (180) days of the date the billing statement was mailed to the Customer. The Customer will be obligated to pay all charges shown on the billing statement if the Customer fails to provide such notice.

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

Issued:

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

Effective:

2.0 REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.2 Billing and Collection of Charges (cont'd)

- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge in the amount of the lesser of 1½% of the unpaid balance per month or the amount otherwise authorized by law will be charged on bills not paid within thirty (30) days of mailing of the invoice, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges will be applied without discrimination.
- F. Customer's liability for charges hereunder shall not be reduced by untimely installation or non-operation of the Customer's or a third party's facilities and equipment.
- G. The Customer should notify the Company in writing of any disputed items on an invoice within thirty (30) days of the date of mailing of the invoice, and must pay any portion of the bill that is not in dispute. The Company will then follow the procedures set forth in the Commission's rules regarding disputed bills. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Company will inform the Customer of his or her right to file a complaint with the South Dakota Public Utilities Commission in accordance with the Commission's rules of procedure.

The address of the Commission is as follows:

South Dakota Public Utilities Commission
500 E. Capitol Avenue
State Capitol Building, First Floor
Pierre, South Dakota 57501
(605) 773-3201 or (800) 332-1782

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

Issued:

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

Effective:

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

- A. Upon nonpayment of any undisputed amounts owing to the Company, the Company may, by giving requisite prior written notice to and attempted telephonic and/or personal contact with the Customer, discontinue or suspend service without incurring any liability. Service may be reinstated at such time as Customer pays in full all arrearages, including late payment charges.
- B. Upon violation of any of the other material terms or conditions of this tariff the Company may, thirty (30) days after giving notice to the Customer discontinue or suspend service without incurring any liability if such violation continues during that period. The Company reserves the option to disconnect service as soon as eight (8) days after the date that the notice of discontinuance or suspension of service was mailed to the customer.
- C. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may, by notice to the Customer, immediately discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E. When the Company has cause to totally disconnect or has totally disconnected a residential service, it shall postpone disconnection of local service after receiving either verbal or written notification of the existence of a medical emergency for a grace period of five (5) business days.

Issued:

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

Effective:

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

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

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

Issued:

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

Effective:

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

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed. The restoration charge shall be equal to the non-recurring installation charge set forth in this tariff.

Issued:**Issued By:**

Alan Bolduc, Vice President
DSLnet Communications, LLC
545 Long Wharf Drive, Fifth Floor
New Haven, CT 06511

Effective:

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

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

A. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes:

1. equipment and materials provided or used,
2. engineering, labor and supervision,
3. transportation, and
4. rights of way;

B. cost of maintenance;

C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

D. administration and taxes on the basis of reasonable average costs for these items;

E. license preparation, processing and related fees;

F. tariff preparation, processing and related fees;

G. any other identifiable costs related to the facilities provided; and

H. an amount for return and contingencies.

Issued:

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

Effective:

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

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

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

Issued:

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

Effective:

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP :

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

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

June 22, 1999

VIA OVERNIGHT DELIVERY

Karen E. Cremer
South Dakota Public Utilities Commission
500 E. Capitol Ave.
State Capitol Building, First Floor
Pierre, South Dakota 57501

RECEIVED

JUN 23 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

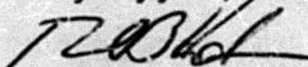
Re: Application of DSLnet Communications, LLC for a
Certificate of Authority to Provide Resold and Facilities Based
Local Exchange and Interexchange Telecommunications Services
in South Dakota: Docket No. TC-99-045

Dear Ms. Cremer:

Per the request of Mr. Bob Knadle, enclosed for filing on behalf of DSLnet Communications, LLC ("DSLnet") is an original copy of a \$25,000 bond undertaken by DSLnet for the protection of South Dakota consumers.

Please date-stamp or otherwise acknowledge receipt of the enclosed extra copy of this filing and return it in the self-addressed, postage-paid envelope attached. Should you have any questions concerning this filing, please do not hesitate to contact us.

Very truly yours,



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

Enclosures

cc: Ms. Wendy Bluemling



TIMOTHY A. MARCHIO, Bond Manager

TC99-045

Indemnity Bond
to the
People of the State of South Dakota

Bond Number 3-498-535-6

We DSLnet Communications, L.L.C., the principal and applicant for a CERTIFICATE OF AUTHORITY to provide resold and facilities based local exchange and interexchange telecommunications services within the State of South Dakota, and The Ohio Casualty Insurance Company as an admitted surety insurer, bind ourselves unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obligees, in the sum of \$25,000.00.

The conditions of the obligations are such that the principal, having been granted such CERTIFICATE OF AUTHORITY subject to the provision that said principal purchase this Indemnity Bond, and if said principal shall in all respects fully and faithfully comply with all applicable provisions of South Dakota State Law, and reimburse customers of DSLnet Communications, L.L.C. for any prepayment or deposits they have made which may be unable or unwilling to return to said customers as a result of insolvency or other business failure, then this obligation shall be void, discharged and forever exonerated, otherwise to remain in full force and effect.

This bond shall take effect as of the date hereon and shall remain in force and effect until the surety is released from liability by the written order of the Public Utilities Commission, provided that the surety may cancel this Bond and be relieved of further liability hereunder by delivering thirty (30) days written notice to the Public Utilities Commission. Such cancellations shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period.

Dated this 8th day of June, 1999.

To be effective this 8th day of June, 1999.

*Original is in
Dellaine's bottom
desk drawer.*

The Ohio Casualty Insurance Company

By *Kathleen E. Nice*

Kathleen E. Nice, Attorney-in-Fact

Countersigned this *8th* day of

June, 1999

countersigned for South Dakota

By *Warren D. Schneider*
Resident Agent

The Ohio Casualty Insurance Company

136 North Third Street, Hamilton, Ohio 45025

FINANCIAL STATEMENT — December 31, 1998

ASSETS

1998

Cash	\$ 278,299,672.03
Bonds★	689,147,677.37
Stock: ★	1,237,732,312.42
Real Estate (less encumbrances)	37,937,904.59
Premiums in Course of Collection	138,961,488.12
Investment Income Due & Accrued	13,107,422.44
Reinsurance Recoverable	16,384,899.62
Other Assets	\$ 22,283,504.79
Total Assets	\$2,433,854,881.38

LIABILITIES

Reserve for Outstanding Losses	\$ 535,613,564.80
Reserve for Unearned Premiums	291,349,000.13
Reserve for Taxes & Expenses	23,131,450.26
Reserve for Reinsurance	154,044.00
Other Liabilities	556,501,523.55
Total Liabilities	\$1,406,749,582.74
Capital Stock	\$ 4,500,000.00
Net Surplus	\$ 1,022,605,298.64
Policyholders Surplus	\$1,027,105,298.64
Total Liabilities, Capital Stock and Surplus	\$2,433,854,881.38

★ Valuations on basis approved by the National Association of Insurance Commissioners.

STATE OF OHIO

ss:

COUNTY OF BUTLER

Lauren N. Patch, being duly sworn, says: That he is President of The Ohio Casualty Insurance Company of Hamilton, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress of July 30, 1947 (6 U.S.C. 6-13); that to the best of his knowledge and belief and the above statement is a full, true and correct statement of the financial condition of said Company on the 31st day of December, 1998.

Sworn to before me this 1st day of February, 1999.

Barbara Hoffman

Barbara Hoffman, Notary Public
State of Ohio
My Commission Expires September 25, 2002.

Lauren N. Patch

Lauren N. Patch, President

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No. 33-922

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section 1 of West American Insurance Company, do hereby nominate, constitute and appoint: Kathleen E. Niece of Voorhees, New Jersey its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **FIVE MILLION (\$5,000,000.00) DOLLARS**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Hamilton, Ohio, in their own proper persons. The authority granted hereunder expends any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereto subscribed his name and affixed the Corporate Seal of each Company this 30th day of March, 1999.



STATE OF OHIO,
COUNTY OF BUTLER

Sam Lawrence
Sam Lawrence, Assistant Vice President

On this 30th day of March, 1999 before the undersigned, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Vice President of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deponent and oath, that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Barbara Hoffman

Notary Public in and for County of Butler, State of Ohio
My Commission expires September 25, 2002

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section 1 of West American Insurance Company, extracts from which read:

Article VI, Section 7. APPOINTMENT OF ATTORNEYS-IN-FACT, ETC. "The chairman of the board, the president, any vice-president, the secretary or any assistant secretary of each of these Companies shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Companies as surety in, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

Article VI, Section 1. APPOINTMENT OF RESIDENT OFFICERS. "The Chairman of the Board, the President, any Vice President, a Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint attorneys in fact for the purpose of signing the name of the corporation as surety or guarantor, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship or guarantor, and policies of insurance to be given in favor of an individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the respective directors of the Companies (adopted May 27, 1970-The Ohio Casualty Insurance Company; adopted April 24, 1980-West American Insurance Company):

"RESOLVED that the signature of any officer of the Company authorized by the By-Laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary conferring to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Vice President of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above Resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereto set my hand and the seals of the Companies this 30th day of March, 1999.



S-0000 3/99

Mark S. Hill
Assistant Vice President

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

WASHINGTON OFFICE
3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7647

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

June 24, 1999

VIA OVERNIGHT DELIVERY

William Bullard, Executive Director
South Dakota Public Utilities Commission
500 E. Capitol Ave.
State Capitol Building, First Floor
Pierre, South Dakota 57501

Attn: Karen Cremer

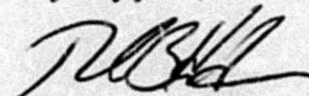
Re: Application of DSLnet Communications, LLC for a
Certificate of Authority to Provide Resold and Facilities Based
Local Exchange and Interexchange Telecommunications Services
in South Dakota: Docket No. TC-99-045

Dear Mr. Bullard:

Enclosed for filing on behalf of DSLnet Communications, LLC ("DSLnet") are an original and ten (10) copies of revised tariff pages to replace the corresponding pages filed by DSLnet on June 5, 1999 in response to the data requests of Mr. Bob Knadle.

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

Very truly yours,



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

Enclosures

cc: Ms. Wendy Bluemling

RECEIVED

JUN 25 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

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

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

2.1.4 Liability of Carrier

- A. Except as otherwise stated in this section, the liability of Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be determined in accordance with SDCL 49-13-1 and 49-13-1.1 and any other applicable law.
- B. The liability of Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- C. Carrier shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by Carrier; or (3) common carriers or warehousemen;

Issued:

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

Effective:

2.0 REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.4 Liability of Carrier (cont'd)****C. (cont'd)**

2. Any delay or failure of performance or equipment due to causes beyond Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of Carrier's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier-provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over Carrier's facilities;
6. Changes in any of the facilities, operations or procedures of Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by Carrier and is not provided to the Customer, in which event Carrier's liability is limited as set forth in subsection 2.3.1 of this Section 2.3.

Issued:

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

Effective:

2.0 REGULATIONS (cont'd)**2.1 Undertaking of the Company (cont'd)****2.1.4 Liability of Carrier (cont'd)****C. (cont'd)**

7. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Carrier's facilities;
8. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for Carrier and/or is not authorized by Carrier;
9. Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this tariff;
10. Any act or omission in connection with the provision of 911, E911, or similar services involving emergencies;
11. Any noncompletion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that service is unavailable.

- D. Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or service provided by Carrier.

Issued:

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

Effective:

2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Liability of Carrier (cont'd)

- E. Carrier does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Carrier shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- F. Carrier assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Carrier has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by other entities.
- G. CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

Issued:

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

Effective:

2.0 REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.2 Liability of the Customer

- A. The Customer shall be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for the interruption of, interference to, or other defect in any service provided by the Company to such third party.

Issued:

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

Effective:

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

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

A. The termination liability period is the estimated service life of the facilities provided.

B. Termination liability is calculated as the estimated sum of the following:

1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - a. equipment and materials provided or used,
 - b. engineering, labor and supervision,
 - c. transportation, and
 - d. rights of way;
2. license preparation, processing, and related fees;
3. tariff preparation, processing, and related fees;
4. cost of removal and restoration, where appropriate; and
5. any other identifiable costs related to the specially constructed or rearranged facilities.

Issued:

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

Effective:

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
DSLNET COMMUNICATIONS, LLC FOR A)	CERTIFICATE OF
CERTIFICATE OF AUTHORITY TO PROVIDE)	AUTHORITY
TELECOMMUNICATIONS SERVICES,)	
INCLUDING LOCAL EXCHANGE SERVICES, IN)	TC99-045
SOUTH DAKOTA)	
)	

On April 21, 1999, the Public Utilities Commission (Commission) received an application for a certificate of authority from DSLnet Communications, LLC (DSLnet).

DSLnet intends to provide resold and facilities-based local exchange and interexchange services to subscribers in U S WEST exchanges. Initially DSLnet only intends to provide data transmission services. A proposed tariff was filed by DSLnet.

On April 23, 1999, the Commission electronically transmitted notice of the filing and the intervention deadline of May 7, 1999, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled July 13, 1999, meeting, the Commission considered DSLnet's request for a certificate of authority. Commission Staff recommended granting a certificate of authority as DSLnet had furnished the Commission with a surety bond, subject to rural safeguards.

The Commission finds that it has jurisdiction over this matter pursuant to Chapter 49-31, specifically 49-31-3 and 49-31-69 and ARSD 20:10:24:02, 20:10:24:03 and 20:10:32:03. The Commission finds that DSLnet has met the legal requirements established for the granting of a certificate of authority. DSLnet has, in accordance with SDCL 49-31-3 and 49-31-71, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota.

The Commission approves DSLnet's application for a certificate of authority, subject to rural safeguards. The certificate of authority for DSLnet shall authorize it to offer local exchange services in those areas in South Dakota where U S WEST Communications, Inc. is the incumbent local exchange carrier. In the future, should DSLnet choose to provide local exchange services statewide, with respect to rural telephone companies, DSLnet will have to come before the Commission in another proceeding before being able to provide local service in that rural service area pursuant to 47 U.S.C. § 253(f) which allows the Commission to require a company that seeks to provide service in a rural service area to meet the requirements in 47 U.S.C. § 214(e)(1) for designation as an eligible telecommunications carrier. In addition, the granting of statewide certification will not affect the exemptions, suspensions, and modifications for rural telephone companies found in 47 U.S.C. § 251(f). It is therefore

ORDERED, that DSLnet's application for a certificate of authority to provide telecommunications services, including local exchange services, is granted; and it is

FURTHER ORDERED, that DSLnet shall file informational copies of tariff changes with the Commission as the changes occur, and it is

FURTHER ORDERED, that the Commission shall authorize DSLnet to offer its local exchange services in those areas in South Dakota where U S WEST Communications, Inc. is the incumbent local exchange carrier.

Dated at Pierre, South Dakota, this 16th day of July, 1999.

<p align="center">CERTIFICATE OF SERVICE</p> <p>The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.</p> <p>By: <u><i>Delaine Kaebo</i></u></p> <p>Date: <u>7/19/99</u></p> <p align="center">(OFFICIAL SEAL)</p>
--

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

**To Conduct Business As A Telecommunications Company
Within The State Of South Dakota**

Authority was Granted July 13, 1999
Docket No. TC99-045

This is to certify that

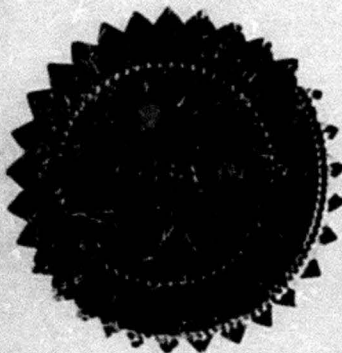
DSLNET COMMUNICATIONS, LLC

is authorized to provide telecommunications services in South Dakota.

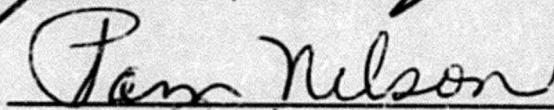
This certificate is issued in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, and is subject to all of the conditions and limitations contained in the rules and statutes governing its conduct of offering telecommunications services.

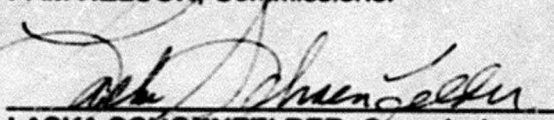
Dated at Pierre, South Dakota, this 16th day of July, 1999.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**




JAMES A. BURG, Chairman


PAM NELSON, Commissioner


LASKA SCHOENFELDER, Commissioner

1099-045
ORIGINAL

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

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

NEW YORK OFFICE
919 THIRD AVENUE
NEW YORK, NY 10022

August 26, 1999

RECEIVED

AUG 27 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

VIA OVERNIGHT DELIVERY

William Bullard, Executive Director
South Dakota Public Utilities Commission
500 E. Capitol Avenue
State Capitol Building
Pierre, South Dakota 57501

Re: **IntraLATA Presubscription Implementation**

Dear Mr. Bullard:

On behalf of DSLnet Communications, LLC ("DSLnet"), the purpose of this letter is to acknowledge that DSLnet is aware of the obligations of local exchange carriers to provide dialing parity to their customers pursuant to 47 U.S.C. § 251(b). Subsequent orders of the Federal Communications Commission ("FCC") require local exchange carriers to file toll-dialing parity plans with each state commission where the carrier is providing local exchange service.

DSLnet was authorized to provide local exchange service in South Dakota on July 13, 1999 in Docket No. TC-99-045. Presently, DSLnet does not provide any originating services that require dialing to route a call. Pursuant to its tariff, DSLnet initially will offer only high-speed, non-switched Internet and Intranet data connections. These services, which are mileage and usage insensitive, do not incur toll charges, so the concept of toll-dialing parity is inapposite. Furthermore, because none of DSLnet's services require dialing, the FCC's dialing parity regulations are inapplicable.¹

DSLnet has been authorized by the South Dakota Public Utilities Commission to provide local exchange voice services. If and when DSLnet determines that it intends to initiate voice services in South Dakota, DSLnet will implement a dialing parity plan for its voice customers and will file tariff revisions with the South Dakota Public Utilities Commission in conformance

¹ See 47 C.F.R. § 51.205. "Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call."

August 26, 1999

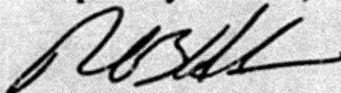
Page 2

will all applicable laws and regulations. For your information and records, a sample dialing parity plan for DSLnet is attached hereto.

If DSLnet receives no response to this letter within thirty days of the date on which it is received by the South Dakota Public Utilities Commission, it will assume that it has satisfied its dialing parity obligations for South Dakota under state and federal law.

An original and one copy of this filing are enclosed. Please date stamp the enclosed extra copy of this filing and return it in the stamped envelope provided. Please do not hesitate to contact me if you have any questions.

Respectfully submitted,



Paul B. Hudson

Counsel for DSLnet Communications, LLC

Enclosure

cc: Wendy Bluemling (via facsimile)

August 26, 1999

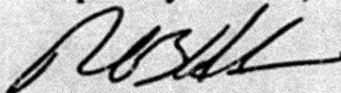
Page 2

will all applicable laws and regulations. For your information and records, a sample dialing parity plan for DSLnet is attached hereto.

If DSLnet receives no response to this letter within thirty days of the date on which it is received by the South Dakota Public Utilities Commission, it will assume that it has satisfied its dialing parity obligations for South Dakota under state and federal law.

An original and one copy of this filing are enclosed. Please date stamp the enclosed extra copy of this filing and return it in the stamped envelope provided. Please do not hesitate to contact me if you have any questions.

Respectfully submitted,



Paul B. Hudson

Counsel for DSLnet Communications, LLC

Enclosure

cc: Wendy Bluemling (via facsimile)

**DSLNET COMMUNICATIONS, LLC
INTRALATA TOLL DIALING PARITY PLAN**

INTRODUCTION

DSLnet Communications, LLC ("DSLnet") may implement the following processes which are designed to give end user customers the opportunity to designate a carrier for their intraLATA toll call traffic in those market areas where DSLnet is a facilities-based local exchange service provider. IntraLATA toll calls will automatically be directed to the designated carrier without the customer having to dial an access code.

POLICIES

DSLnet will deploy two-PIC (Primary Interexchange Carrier) technology in its switches enabling customers to pre-subscribe to either the same or two different carrier for their intraLATA and interLATA service.

Appropriate tariffs will be revised and filed in accordance with this plan.

DSLnet will offer customers the ability to access all participating carriers by dialing the appropriate access code (10XXX/101XXXX).

All eligible DSLnet end user telephone line numbers will be pre-subscribed and have a PIC associated with them.

CARRIER INFORMATION

Interexchange carriers will have the option of offering intraLATA service only or intraLATA and interLATA service.

Interexchange carriers will have the option of participating in all market areas or in a specific market area.

Interexchange carriers will be required to return a completed Non-Disclosure Agreement and Participation Agreement(s).

DSLnet will not participate in billing disputes for intraLATA service between an alternative competing interexchange carrier and its customers.

DSLnet representatives will not initiate or accept three-way calls from an alternative interexchange carriers in order to discuss pre-subscription.

Carriers wishing to participate will be requested to submit Access Service Requests/Translation Questionnaires to the Access Tandem owner and to DSLnet.

CALL ELIGIBILITY/TOLL DIALING PLAN

All local service customers of DSLnet will have calls routed according to the following plan:

If a DSLnet Customer Dials:

911
411/555-1212
0-
0 + intraexchange number
1 + 7 or 10 digits
0 + 7 or 10 digits interexchange number
10XXX or 101XXXX + 0-
10XXX or 101XXXX + 0 + 7 or 10 digits
10XXX or 101XXXX + 7 or 10 digits

The Call is Handled By/Routed To:

PSAP on originating line number
DSLnet's Directory Assistance Operator
DSLnet's Operator
IntraLATA Toll Provider
IntraLATA Toll Provider
InterLATA Toll Provider
XXX/XXXX Carrier
XXX/XXXX Carrier
XXX/XXXX Carrier

If a DSLnet customer originates a call to an alternative interexchange carrier's Operator by dialing 00-, the call will be routed to the PIC on that customer's line. If the customer originates a call to an alternative interexchange carrier's Operator by dialing an access code (e.g., 10XXX/101XXXX + 0-), the call will be routed to the XXX/XXXX carrier. In both cases, the carrier's switch is responsible for routing this call to the alternative interexchange carrier's Operator or to an announcement.

NETWORK INFORMATION

All originating intraLATA traffic will initially be routed via the incumbent Local Exchange Carrier (LEC) Access Tandem(s). Following conversion, direct trunks between the DSLnet switch and the interexchange carrier location(s) may be provided when warranted by traffic volume.

Interexchange carriers must have Feature Group D trunks in place (or ordered) between their point of presence and the incumbent LEC Access Tandem(s).

DSLnet will route all originating intraLATA traffic to the designated carrier and will only block traffic at the request of the end user customer and/or in compliance with regulatory requirements. Requests from carriers to block traffic or to remove customers from their network will not be honored. Calls that cannot be completed to a carrier will be routed to an announcement.

customer or some other form of verification that is permitted by law, the intraLATA carrier will be assessed a \$30.00 charge for the unauthorized PIC change and the PIC will be changed as per the customer's request. This penalty is in addition to any other penalties authorized by law.

Alternative interexchange carriers may submit PIC changes to DSLnet via a fax/paper interface.

DSLnet will process intraLATA PIC selections in the same manner and under the same intervals of time as interLATA PIC changes.

Carriers will be required to submit PIC changes using the Customer Account Record Exchange (CARE) format via paper medium. DSLnet will provide carriers with PIC order confirmation and reject information using the CARE format. Specific details regarding CARE will be provided to participating carriers.

For customers who change their local service provider from the incumbent LEC to DSLnet and retain their incumbent LEC telephone number(s), DSLnet, as part of the CARE PIC process, will provide the selected intraLATA carrier with both the retained (incumbent LEC) telephone number and the DSLnet telephone number.

Dated: August 24, 1999



TC 99-045

DSL.net, Inc.

545 Long Wharf Drive, 5th Floor • New Haven, CT 06511
Tel: 203 772-1000 • Fax: 203 624-3612
E-Mail: info@dsl.net • Web: www.dsl.net

May 30, 2001

SENT VIA CERTIFIED MAIL

Debra Elofson, Executive Director
Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre, SD 57501-5070

RE: **Proof of Bond**

Dear Ms. Elofson:

DSLnet Communications, LLC ("DSLnet") hereby files its proof of a bond in the amount of \$25,000. This bond is to provide security for customer prepayments and/or deposits. DSLnet currently has a proof of bond on file with the Commission however that bond is scheduled to terminate on June 8, 2001. The enclosed proof of bond is submitted as a replacement.

Please feel free to contact me with any questions regarding this matter at (203) 782 7587.

Very Truly Yours,

Jenny Ricci
Regulatory Manager

Enclosure

cc: Karen Cremer, Staff Attorney

**Indemnity Bond
to the
People of The State of South Dakota**

Bond Number 007 S 103625207 BCM

We DSLnet Communications, L.L.C., the principal and applicant for a CERTIFICATE OF AUTHORITY to provide resold and facilities based local exchange and interexchange telecommunications services within the State of South Dakota, and The Travelers Casualty and Surety Company of America as an admitted surety insurer, bind ourselves unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obligees, in the sum of \$25,000.00.

The conditions of the obligations are such that the principal, having been granted such CERTIFICATE OF AUTHORITY subject to the provision that said principal purchase this Indemnity Bond, and if said principal shall in all respects fully and faithfully comply with all applicable provisions of South Dakota State Law, and reimburse customers of DSLnet Communications, L.L.C. for any prepayment or deposits they have made which may be unable or unwilling to return to said customers as a result of insolvency or other business failure, then this obligation shall be void, discharged and forever exonerated, otherwise to remain in full force and effect.

This bond shall take effect as of the date hereon and shall remain in force and effect until the surety is released from liability by the written order of the Public Utilities Commission, provided that the surety may cancel this Bond and be relieved of further liability hereunder by delivering thirty (30) days written notice to the Public Utilities Commission. Such cancellations shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period.

Dated this 8th day of June, 2001

To be effective this 8th day of June, 2001.

Travelers Casualty and Surety Company of America

BY: 

Tracy E. Fleming, Attorney-In-Fact

Countersigned this 8th day of
June, 2001
countersigned for South Dakota

By: 

Resident Agent

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY

Hartford, Connecticut 06183-9062

TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS

Naperville, Illinois 60563-8458

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, and TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS, a corporation duly organized under the laws of the State of Illinois, and having its principal office in the City of Naperville, County of DuPage, State of Illinois, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: James P. Reynolds, Colleen B. Permutter, William T. DiRoberts, Donald E. Rowe, Phillip D. Albert, Anna M. Mallarkey, Patricia M. Wilder, Tracy E. Fleming, Stephanie C. Elmer, Elizabeth A. Honyak, Rosa Reyes, Hope S. Decker, Jeffrey Richards, Kathleen Allen, Kersten Burns, Scott E. Hurlburt, April Douglas, or Sharyn E. Close *

of Hartford/Stratford, CT; Albany, NY; Springfield, MA, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated

the following instrument(s):

by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto

and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY, FARMINGTON CASUALTY COMPANY and TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY, FARMINGTON CASUALTY COMPANY and TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS have caused this instrument to be signed by their Senior Vice President, and their corporate seals to be hereto affixed this 21st day of March, 2000.

STATE OF CONNECTICUT

SS Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS



By

George W. Thompson
Senior Vice President

On this 21st day of March, 2000 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY, FARMINGTON CASUALTY COMPANY and TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.

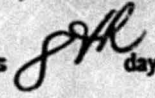


Marie C Tetreault

My commission expires June 30, 2001 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, and TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS, stock corporation of the State of Illinois, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this  day of



By

Kori M. Johanson
Assistant Secretary, Bond