



Greensfelder, Hemker & Gale, P.C.  
2000 Equitable Building  
10 South Broadway  
St. Louis, MO 63102

12 Wolf Creek Drive  
Suite 100  
Belleville (Swansea), IL 62226

T: 314-241-9090  
F: 314-241-8624  
www.greensfelder.com

March 25, 2005

**VIA FEDERAL EXPRESS**

Missouri Public Service Commission  
Attn: Secretary of the Commission  
200 Madison Street, Suite 100  
Jefferson City, MO 65102-0360

**FILED**

**MAY 26 2005**

**Missouri Public  
Service Commission**

**Re: NextG Networks of Illinois, Inc. d/b/a NextG Networks Central**

Dear Mr. Roberts:

On behalf of NextG Networks of Illinois, Inc. d/b/a NextG Networks Central, I enclose for filing with the Commission (i) an original and eight (8) copies of an Application for Certificate of Service Authority and For Competitive Classification, and (ii) three (3) copies of the proposed tariff filing for this Application.

I have also enclosed one (1) extra copy of this filing, which I would appreciate being date stamped upon receipt and returned to me in the self-addressed envelope provided.

Thank you for your attention to this matter.

Yours very truly,

GREENSFELDER, HEMKER & GALE, P.C.

By   
Jason L. Ross

JLR/sdd  
Enclosures  
801977.1

cc: Office of the Public Counsel

FILED

MAY 26 2005

Before The Public Service Commission  
Of The State Of Missouri

Missouri Public  
Service Commission

In the matter of the Application of NextG )  
Networks of Illinois, Inc. d/b/a NextG )  
Networks Central for a Certificate of ) Case No. \_\_\_\_\_  
Service Authority to Provide Interexchange )  
and Non-Switched Local )  
Telecommunications Services )

**APPLICATION**

Pursuant to § 392.410 R.S. Mo., 4 CSR 240-2.060 and 4 CSR 240-3.510, Applicant NextG Networks of Illinois, Inc. d/b/a NextG Networks Central ("NextG") hereby submits this Application for a certificate of service authority to provide interexchange and non-switched local telecommunications services in the state of Missouri. NextG further requests that the Commission: (1) classify it as a competitive company pursuant to R.S. Mo. § 392.361 and (2) waive certain statutes and rules as authorized by R.S. Mo. § 392.420. In support of this Application, NextG states the following:

**1. Identification of NextG**

NextG is a corporation organized and existing under the laws of the state of Delaware. NextG's principal place of business is:

NextG Networks of Illinois, Inc. d/b/a NextG Networks Central  
1759 South Main Street, Suite 128  
Milpitas, CA 95035  
Tel. (510) 845 - 9681  
Fax. (510) 845 - 7135  
E-Mail [arodriguez@nextgnetworks.net](mailto:arodriguez@nextgnetworks.net)

Attached hereto as **Exhibit 1** is a copy of NextG's certificate issued by the Office of the Missouri Secretary of State authorizing NextG to do business in the state of Missouri.

Attached hereto as **Exhibit 2** is a copy of NextG's registration of the fictitious name "NextG Networks Central" issued by the Office of the Missouri Secretary of State.

**2. Character of Business Performed by NextG**

Article 2 of NextG's Articles of Incorporation states that its "purpose is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law." However, NextG generally is engaged in the business of providing telecommunications services.

**3. Contact Information**

Communications, pleadings and correspondence pertaining to this Application should be sent to:

Anthony Rodriguez  
Regulatory and Contracts Specialist  
NextG Networks of Illinois, Inc. d/b/a NextG Networks Central  
1759 South Main Street, Suite 128  
Milpitas, CA 95035  
Tel. (408) 719 - 8510  
Fax. (408) 719 - 8560  
E-mail [arodriguez@nextgnetworks.net](mailto:arodriguez@nextgnetworks.net)

Jason L. Ross  
Missouri Bar No. **51428**  
Greensfelder, Hemker & Gale, P.C.  
2000 Equitable Building  
10 South Broadway  
St. Louis, MO 63102  
Tel. (314) 241 - 9090  
Fax. (314) 241 - 8624  
E-Mail [jlr@greensfelder.com](mailto:jlr@greensfelder.com)

T. Scott Thompson  
James W. Tomlinson  
Cole, Raywid & Braverman, L.L.P.  
1919 Pennsylvania Ave. N.W. Suite 200  
Washington, D.C. 20005  
Tel. (202) 659 – 9750  
Fax. (202) 452 – 0067  
E-mail [sthompson@crblaw.com](mailto:sthompson@crblaw.com)  
E-mail [jtomlinson@crblaw.com](mailto:jtomlinson@crblaw.com)

**4. Request for Service Authority**

NextG hereby requests a certificate of service authority to provide interexchange and non-switched local telecommunications services within the state of Missouri, both as facilities-based services and/or resold services, pursuant to R.S. Mo. §§ 392.410 - 392.450.

**5. Description of the Services NextG Intends to Provide**

NextG intends to offer transport and backhaul services of voice and data signals for wireless providers. NextG's "RF transport services" use optical technology, including multi-wavelength optical technology over dedicated fiber optic transport facilities, to provide telecommunications companies with more efficient transport and greater overall network service options. RF transport services connect customer-provided wireless capacity equipment to customer-provided or NextG-provided bi-directional RF-to-optical conversion equipment at a hub facility.

At this time, NextG does not intend to furnish residential or business local voice telephone services or switched interexchange services.

**6. Request for Classification as a Competitive Telecommunications Company**

NextG submits that the services it intends to offer (described above) are competitive. Accordingly, NextG requests that it be classified as a competitive telecommunications company pursuant to R.S. Mo § 391.361.

**7. Statements**

NextG states that (1) there are no pending actions, and have been no final unsatisfied judgments or decisions, against NextG from any state or federal agency or court involving customer service or rates within three years of the date of this Application; and (2) NextG has no overdue annual reports and/or assessment fees.

**8. Requested Waivers**

NextG requests that the Commission waive the following statutes and Commission Rules pursuant R.S. Mo § 392.420.

**Statutes**

392.210.2	uniform system of accounts
392.240.1	rates-rentals-service & physical connections
392.270	valuation of property (ratemaking)
392.280	depreciation accounts
392.290	issuance of securities
392.300.2	acquisition of stock
392.310	stock and debt issuance
392.320	stock dividend payments
392.330	issuance of securities, debts and notes
392.340	reorganization(s)

**Commission Rules**

4 CSR 240-10.020	depreciation fund income
4 CSR 240-30.040	uniform system of accounts

NextG will comply with all applicable statutes and Commission Rules for which waiver is not granted.

## **9. Public Interest Statement**

The Commission has repeatedly found that competition in the intrastate interexchange telecommunications market is in the public interest. Grant of this Application and NextG's entry into the local telecommunications marketplace in Missouri will serve the public interest in a variety of ways.

The public interest will be served by expanding the availability of competitive telecommunications services that enhance the telecommunications infrastructure in Missouri, thereby facilitating economic development.

In addition, NextG's RF transport services allow wireless carriers to expand the coverage of wireless services with less intrusive facilities. Traditional wireless technologies have suffered from "dead spots" and bandwidth capacity limitations. NextG's combination of fiber-optics and lower height antennas helps wireless providers eliminate dead spots and increase bandwidth needed for emerging and future services, without requiring the use of large, unsightly towers. NextG's RF transport services use fiber optics and small, unobtrusive antennas located primarily on existing utility and/or streetlight poles.

Finally, grant of this application will benefit the public directly – through the use of the services offered by NextG – and indirectly, because the presence of NextG in the market will increase the incentives for other carriers to operate more efficiently and offer more innovative service at more competitive prices.

## **10. Proposed Tariff**

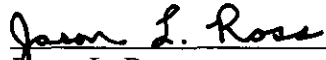
Attached hereto as **Exhibit 3** is NextG's proposed initial tariff with a proposed effective date of July 9, 2005.

WHEREFORE, NextG respectfully requests that the Commission grant this Application, the waivers of statutes and rules requested, and approve the tariff filed herewith, and grant such other relief as the Commission deems appropriate.

Respectfully submitted,

**NextG Networks of Illinois, Inc. d/b/a  
NextG Networks Central**

By:

  
Jason L. Ross  
Missouri Bar No. 51428  
Greensfelder, Hemker & Gale, P.C.  
2000 Equitable Building  
10 South Broadway  
St. Louis, MO 63102  
Tel. (314) 241 - 9090  
Fax. (314) 241 - 8624  
E-Mail [jlr@greensfelder.com](mailto:jlr@greensfelder.com)

T. Scott Thompson  
James W. Tomlinson  
Cole, Raywid & Braverman, L.L.P.  
1919 Pennsylvania Ave. N.W. Suite 200  
Washington, D.C. 20005  
Tel. (202) 659 - 9750  
Fax. (202) 452 - 0067  
E-mail [SThompson@CRBLaw.com](mailto:SThompson@CRBLaw.com)  
E-mail [JTomlinson@CRBLaw.com](mailto:JTomlinson@CRBLaw.com)

*Its Attorneys*

Dated: May 25, 2005

**VERIFICATION**

State of California                     )  
County of Santa Clara                )

I, John B. Georges, do hereby state under penalty of perjury that:

1. I am President and CEO of NextG Networks of Illinois, Inc. d/b/a NextG Networks Central ("NextG");
2. I am an office of NextG and have the authority to bind NextG and to execute this Verification; and
3. the contents of the foregoing Application are true, accurate and correct to the best of my knowledge, information and belief.

Signed: \_\_\_\_\_

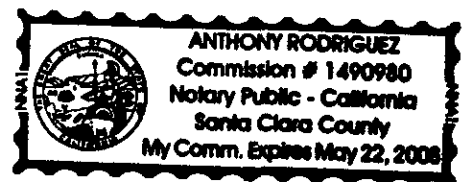
*John B. Georges*  
John B. Georges  
President and CEO  
NextG Networks of Illinois, Inc. d/b/a NextG Networks Central

Dated: May 4, 2005

Subscribed and sworn before me, a Notary Public, this 4<sup>th</sup> day of May 2005.

*Anthony Rodriguez*  
\_\_\_\_\_  
Notary Public

My commission expires on: May 22, 2008.





# Exhibit 1

## STATE OF MISSOURI



Robin Carnahan  
Secretary of State

## CERTIFICATE OF AUTHORITY

WHEREAS,

*NEXTG NETWORKS OF ILLINOIS, INC.*  
*F00636254*


using in Missouri the name

*NEXTG NETWORKS OF ILLINOIS, INC.*

has complied with the General and Business Corporation Law which governs Foreign Corporations; by filing in the office of the Secretary of State of Missouri authenticated evidence of its incorporation and good standing under the Laws of the State of Delaware.

NOW, I HEREOF, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do hereby certify that said corporation is from this date duly authorized to transact business in this State, and is entitled to all rights and privileges granted to Foreign Corporations under the General and Business Corporation Law of Missouri.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 28th day of January, 2005.

  
Secretary of State



# Exhibit 2



# State of Missouri

Robin Carnahan, Secretary of State

Corporations Division  
P.O. Box 778 / 600 W. Main Street, Rm 322  
Jefferson City, MO 65102

File Number: 200503250351  
X00636522  
Date Filed: 01/28/2005  
Expiration Date: 01/28/2010  
Secretary of State

## Registration of Fictitious Name

(Submit with filing fee of \$7)  
(Must be typed or printed)

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 5 years from the filing date. (Chapter 417, RSMo)

The undersigned is doing business under the following name, and at the following address:

Business name to be registered: NextG Networks Central

Business Address: 1759 S. Main Street, Suite 128

(P.O. Box may only be used in addition to a physical street address)

City, State and Zip Code: Milpitas, CA 95035

The parties having an interest in the business, and the percentage they own are (If a business entity is owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed.):

If listed,  
Percentage of  
ownership  
must equal  
100%

Name of Owners,  
Individual or  
Business Entity

Street and Number

City and State

Zip Code

NextG Networks of Illinois, Inc. 1759 S. Main Street, Suite 128

Milpitas, CA

95035

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.060 RSMo)

*John B. Georges*  
Authorized Signature

John B. Georges

Printed Name

January 25, 2005

Date

Authorized Signature

Printed Name

Date

Authorized Signature

Printed Name

Date

Name and address to return filed document:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, and Zip Code: \_\_\_\_\_

State of Missouri  
Fictitious Creation 1 Page(s)



T0502807204

# Exhibit 3

**CERTIFICATE OF SERVICE**

I, Jason L. Ross, certify that a true and correct copy of the foregoing Application of NextG Networks of Illinois, Inc. d/b/a NextG Networks Central for a Certificate of Service Authority to Provide Interexchange and Non-Switched Local Telecommunications Services was delivered to the following via U.S. Mail, postage pre-paid, on May 25, 2005:

Office of Public Counsel  
200 Madison Street, Suite 650  
P.O. Box 7800  
Jefferson City, MO 65102

Jason L. Ross

Tariff Schedule  
Applicable to

INTEREXCHANGE AND NON-SWITCHED  
LOCAL TELECOMMUNICATIONS SERVICES

of

**NEXTG NETWORKS OF ILLINOIS, INC.**  
**D/B/A NEXTG NETWORKS CENTRAL**

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Issued: May 25, 2005

Effective: July 9, 2005

Issued by:

Robert L. Delsman, Tariff Manager  
759 South Main Street, Suite 128  
Milpitas, CA 95035

**PRELIMINARY STATEMENT**

This tariff contains all effective rates and rules together with information relating, and applicable to NextG Networks of Illinois, Inc. d/b/a NextG Networks Central ("NextG" or "Company").

The Company has been authorized by the Public Service Commission of Missouri ("the Commission") to provide interexchange and non-switched local telecommunications services in the state of Missouri. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Commission.

This tariff on file with the Commission, and copies may be inspected during regular business hours at the Company's principal operating office located at:

759 South Main Street, Suite 128  
Milpitas, CA 95035.

Additional information about the Company's rates and services may be obtained by contacting NextG:

by U.S. Mail at:      NextG Networks of Illinois d/b/a NextG Networks Central  
                                 759 South Main Street, Suite 128  
                                 Milpitas, CA 95035

by telephone at:      (800) 44-NextG (800-446-3984) or (408) 719.8510  
by fax at:              (408) 719.8560

on the Internet at:    [www.nextgnetworks.net](http://www.nextgnetworks.net), or

by e-mail at:          [sales@nextgnetworks.net](mailto:sales@nextgnetworks.net) (carriers and service providers)  
                                 [cityinfo@nextgnetworks.net](mailto:cityinfo@nextgnetworks.net) (cities and municipalities)  
                                 [universityinfo@nextgnetworks.net](mailto:universityinfo@nextgnetworks.net) (schools and universities).

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Issued: May 25, 2005

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### EXPLANATION OF SYMBOLS

- (C) To signify **changed** listing, rule or condition that may affect rates or charges.
- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (L) To signify that material has been **relocated to** another tariff location.
- (N) To signify a **new** rate, regulation, condition or sheet.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

### LIST OF WAIVED STATUTES AND REGULATIONS

The Company is classified as a competitive telecommunications company in the State of Missouri for which the following statutory and regulatory requirements are waived:

#### Statutes

392.210.2	uniform system of accounts
392.240.1	rates-rentals-service & physical connections
392.270	valuation of property (ratemaking)
392.280	depreciation accounts
392.290	issuance of securities
392.300.2	acquisition of stock
392.310	stock and debt issuance
392.320	stock dividend payments
392.330	issuance of securities, debts and notes
392.340	reorganization(s)

#### Commission Rules

4 CSR 240-10.020	depreciation fund income
4 CSR 240-30.040	uniform system of accounts

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759 South Main Street, Suite 128  
Milpitas, CA 95035

## SECTION 1 -- DEFINITIONS

**Channel:** A communications path between two or more points of termination.

**Commission:** The Missouri Public Service Commission

**Company:** NextG Networks of Illinois, Inc. d/b/a NextG Networks Central

**Customer:** The person, firm, corporation or other entity that orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

**Customer Designated Premises:** The premises specified by the Customer for origination or termination of services.

**Dedicated Access:** Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

**Facilities:** Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under this tariff.

**Holidays:** The Company observes the following Holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day.

**Premises:** The building or buildings on contiguous property, not separated by a public highway or right-of-way.

**Transmission Path:** An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

## SECTION 2 – GENERAL RULES AND REGULATIONS

### 2.1 Undertaking of Company

The Company's service is available statewide. The obligation of the Company to provide service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's Service Order.

The Company's services are furnished for telecommunications services originating and/or terminating in any area within the State of Missouri.

The Company is a facilities-based and resale provider of telecommunications to Customers for the direct transmission and reception of voice, data, and other types of communications. Services are offered via the Company's facilities (whether owned, leased, or under contract) in combination with resold services provided by other certificated carriers. The Company is responsible under this tariff only for the services and facilities the Company provides hereunder.

Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment, and facilities.

### 2.2 Application for Service

Service may be initiated only based on a written agreement between the Company and the Customer. To initiate a service request, the Customer must provide the following information: the Customer's name; an address to which the Company shall provide service; and a billing address (if different). The service application does not itself bind either the Customer to subscribe to the service or the Company to provide the service.

Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer. Potential customers who are denied service must be given the reason for the denial in writing within 10 days of service denial.

### 2.3 Contracts or Agreements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- 1) Service description.
- 2) Rates and charges.
- 3) Quantity.
- 4) Length of the agreement.

### 2.4 Deposits

The Company may, at its sole discretion, require a deposit or usage prepayment as a condition to receiving service or additional service. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.

In the event the Customer fails to establish a satisfactory credit history, deposits are a form of security that may be required from Customers to ensure payment of bills.

Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for.

Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will accrue on the amount deposited. The interest rate to be applied shall be a composite yield of intermediate term, A-rated corporate bonds, as reported in financial publications, less costs of administering deposits of 1.75% per year. The rate will be updated effective January 1<sup>st</sup> each year and the Commission will issue an advisory letter announcing the interest rate. The Company will credit such interest to each depositor by paying such interest in cash or deducting it from the amount of a bill for service.

## 2.5 Notices

Notices provided to the Customer by the Company shall be as follows:

### A. Rate Information

- (1) Rate information and information regarding the terms and conditions of service will be provided upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to Customers and postmarked at least 30 days prior to the effective date of the change. No Customer notice is required for minor rate increases or for rate decreases. Customers will be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service no later than the Company's next periodic billing cycle.
- (2) When Company provides information to a Customer that is in conflict with its tariffs, the Customer shall have the right to bring a complaint against the Company.

### B. Discontinuance of Service Notice

#### (1) Notice by Customers

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice must be in writing.

#### (2) Notice by Company

Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Customer not less than 7 calendar days prior to termination. Each notice will include all of the following information:

1. The name and address of the Customer whose account is delinquent.
2. The amount that is delinquent.
3. The date when payment or arrangements for payment are required in order to avoid termination.
4. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.

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Issued by:

Robert L. Delsman, Tariff Manager  
759 South Main Street, Suite 128  
Milpitas, CA 95035

5. The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.

C. Change in Ownership or Identity Notice

Company shall notify Customers in writing of a change in ownership or identity of the Customer's service provider on the Customers' next monthly billing cycle.

D. Rules for Company Notices

Notices the Company sends to Customers, or the Commission, will be a legible size and printed in a minimum point size type of 10 and are deemed made on date of presentation.

## 2.6 Rendering and Payment of Bills

- A. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Service continues to be provided for the minimum service term.
- B. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are billed monthly in advance. The Company is not responsible for any telephone charges that may be incurred by the Customer in gaining access to the Company's network.
- C. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law. The late payment date will be prominently displayed on the Customer's bill. Company shall endeavor to credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.
- D. The name(s) of the Customer(s) desiring to use service must be set forth in the application for service.

## 2.7 Disputed Bills

Billing disputes should be addressed to Company's customer service organization via telephone to 1.800.44.NextG (1.800.446.3984). Customer service representatives are available from 8:30 AM to 5:59 PM Eastern Time. Messages may be left for Customer Services from 6:00 PM to 8:29 AM Eastern Time, which will be answered on the next business day, except in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.

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Robert L. Delsman, Tariff Manager  
759 South Main Street, Suite 128  
Milpitas, CA 95035

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill that cannot be adjusted with mutual satisfaction, the Customer can make the following arrangement:

Prior to suspension or termination of service by the Company, the Customer may request, either orally or in writing, that the Company investigate and review the disputed amount. The Company will comply with such request. The undisputed portion of the bill must be paid by the due date shown on the bill or the service will be subject to suspension/termination if the Company has notified the Customer by written notice of such delinquency and impending suspension/termination. Company will also advise the Customer in writing of the Commission's formal and informal complaint procedures and that, if there is still disagreement after the investigation and review by the Company and the Company's written findings to the Customer, the Customer may appeal to the Commission within 10 days of the date the Company mailed its findings to the Customer.

The Company will not suspend/terminate the Customer's service for nonpayment as long as the Customer complies with the procedures of this section.

In order to avoid suspension of service and late payment charges, the disputed amount must be paid within fourteen (14) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the Company will not suspend service prior to the payment due date as shown on the bill.

A customer may dispute charges and seek a credit for bills paid to the Company within two years of billing, commencing five (5) days after remittance of the bill.

## **2.8 Cancellation of Service by Company**

A. The Company may discontinue service under the following circumstances:

1. Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees as determined by the Commission or by the Court; or
2. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, the public or to employees of the utility; or
3. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or



4. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
5. For unlawful use of the service or use of the service for unlawful purposes; or
6. Failure to post a required deposit or guarantee; or
7. A violation of, or failure to comply with, any regulation or condition governing the furnishing of service; or
8. If the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.

B. The Company will provide the following notice of disconnection:

1. Written notice of the pending disconnection will be rendered not less than 7 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.
2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service will not initially be discontinued on any Saturday, Sunday, legal holiday, or any other day Company service representatives are not available to serve Customers.

C. Restoration of service

The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.

## 2.9 Cancellation of Service By Customer

Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation. However, Customer may not cancel service prior to expiration of the initial five (5) year term

Customer is responsible for charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

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Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

- a. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
- b. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- c. Based on an order for service and construction has either begun or has been completed, but no service provided.

## **2.10 Special Information Required on Forms**

### **A. Customer Bills**

The Company shall be identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with an address where the Customer may write. If the Company uses a billing agent, it will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following areas:

- (1) When to pay your bill;
- (2) Billing detail including the period of service covered by the bill;
- (3) Late payment charge and when applied;
- (4) How to pay your bill;
- (5) Questions about your bill;
- (6) Network access for interstate calling;
- (7) In addition to the above, each bill shall include the following statement:

'This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of presentation date. Should you question this bill, please request an explanation from NextG Networks of Illinois, Inc.

Company will also advise the Customer in writing of the Commission's formal and informal complaint procedures and that, if there is still disagreement after the investigation and review by the Company and the Company's written findings to the Customer, the Customer may appeal to

the Commission within 10 days of the date the Company mailed its findings to the Customer.

**B. Deposit Receipts**

The Company shall provide the Applicant or Customer with a Deposit Receipt for any deposit received. The receipt shall show the Customer's name, service address, type of service, amount of deposit, rate of interest on deposit, date received, Company's name, and a statement of the conditions under which the deposit will be refunded. The Company will refund the Customer's deposit even if the Customer has lost the receipt.

**2.11 Credit Establishment**

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits may be avoided if the applicant:

- A. Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, 'can-be-reached' number, billing name, and location of current and previous service.
- B. A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the serving Company or another acceptable local carrier.
- C. Company cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (*e.g.*, cashier's check, money order, bond, letter of credit).

**2.12 Prorating of Bills**

Any prorated bill shall use a 30 day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

**2.13 Change of Service Provider**

Prior to initiation of Residential or Business Exchange Service, the Company shall revise this tariff according to the Commission's procedures to include (a) the terms under which solicitations of Customers to initiate, terminate or transfer service may be made, and (b) remedies for unauthorized service terminations or transfers ("slamming").

**2.14 Blocking Access to 900 and 976 Information Services**

Prior to initiation of Residential or Business Exchange Service, the Company shall revise this tariff according to the Commission's procedures to include the terms under which the Customer can block access to 900 and 976 pay-per call telephone information services.

**2.15 Information to Be Provided to the Public**

A copy of this tariff schedule will be available for public inspection in the Company's business office during regular business hours.

Copies of the Company's tariff schedules are available to the public at nominal costs to recover photocopying, postage and/or transmission expenses.

**2.16 Continuity of Service**

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

**2.17 Use of Service**

Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

**2.18 Limitations of Service**

Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

Company reserves the right to discontinue furnishing the service upon its written notice, when necessitated by conditions beyond its control or when Customer is using the service in violation of the provisions of this tariff, or in violation of the law, pursuant to Section 19 of this tariff.

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Title to all facilities provided by Company under these regulations remains in Company's name.

## **2.19 Interconnection**

Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

## **2.20 Liability of the Company**

- A. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company up to and including its Local Loop Demarcation Point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- D. Prior to initiation of Directory Services, the Company shall revise this tariff according to the Commission's procedures to include the limits of its liability relating to errors or omissions in telephone numbers and directories.

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**E. Errors in Transmitting, Receiving or Delivering Oral Messages by Telephone**

The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

**2.21 Measurement of Service**

Charges for service are without regard to mileage.

**2.22 Responsibilities of the Customer**

- A. The Customer is responsible for: placing any necessary service orders; complying with tariff terms and conditions; for assuring that users comply with tariff regulations; and for payment of charges for calls originated from the Customer's telephone lines.
- B. The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
- C. The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at the Customer's premises.

**2.23 Special Construction**

Special construction charges apply 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 (including return) and may include:

- 1. non-recurring charges;
- 2. recurring charges;
- 3. termination liabilities; or
- 4. combinations of the above.

**2.24 Demarcation Points**

Services shall be provided to mutually agreeable points of demarcation.

**2.25 Force Majeure**

The Company will not be liable for any failure of performance due to causes beyond its control, including but not limited to cable dig-up by third party, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, labor

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problems, national emergency, insurrection, riots, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company will not be liable for any failure of performance due to necessary network reconfiguration, system modifications for technical upgrades, or actions taken by any court or government agency having jurisdiction over the Company.

#### **2.26 Disclaimer of Warranties**

**THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

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## SECTION 3 – SERVICE DESCRIPTION AND RATES

### 3.1 RF Transport Services

#### 3.1.1 Service Description

RF Transport Services utilize optical technology, including multi-wavelength optical technology over dedicated transport facilities to provide Customers with links to radiate RF coverage.

RF Transport Services connect Customer-provided wireless capacity equipment to Customer-provided or Company provided bi-directional RF-to-optical conversion equipment at a hub facility. The hub facility can be Customer or Company provided. The conversion equipment allows the Company to accept RF traffic from the Customer and then send bi-directional traffic transmission across the appropriate optical networks. At the remote end, Customer or Company provided RF-to-optical conversion equipment allows bi-directional conversion between optical signals and RF signals. RF signals can be received and radiated at this remote node. Hence the Company provides optical transit services for RF signals.

The furnishing of RF Transport Services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the RF Transport Services.

The specific limitations applicable to RF Transport Services are as follows:

- All optical services are provided on single mode optical fiber.
- Some optical services may be of a multi-wavelength nature.
- Current wireless standards limit the distance between a hub site and a remote node to 20 km.
- The optical loss between a hub site and a remote node must not exceed 18 dB.

RF Transport Services rates apply to service furnished to business or governmental customers. RF Transport Services are not available to residential customers

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### 3.1.2 Rates and Charges

The monthly recurring rates and nonrecurring charges for RF Transport Services are as follows:

Description	Fee per Segment
Nonrecurring connection charge	\$100,000
Monthly recurring charge	\$15,000

For purposes of this Tariff, Segment shall mean a one-way optical carrier between one (1) Customer hub site or remote node and another Customer hub site or remote node. The optical carrier is a single optical wavelength. The optical fiber can carry more than one wavelength.

Minimum Term: The minimum service term for RF Transport Services is five (5) years.

### 3.1.3 Individual Case Basis (ICB) Pricing Arrangements

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than the Company's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, the Company will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.

### 3.1.4 Taxes and Surcharges

Appropriate federal, state, local and municipal taxes and surcharges will be charged on Services and are in addition to the rates for Service set forth in this tariff unless otherwise stated.

Customers shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on the Company's net income). Such taxes shall be separately stated on the applicable invoice.

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Milpitas, CA 95035

When a municipal corporation or other political subdivision of the state collects from the Company a license tax, privilege tax, street use tax, franchise fee, permit fee, or any tax, exaction, or fee measured by poles, guys, wires, conduits, manholes, telephones, other units of plant, income or activities as a public service corporation, such taxes, exactions and fees shall, insofar as practicable, be billed *pro rata* to the exchange. Customers receiving service within the territorial limits of the municipal corporation or political subdivision.

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