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November 23, 2011

**VIA ELECTRONIC FILING**

Indiana Utility Regulatory Commission  
Communications Division  
National City Center  
101 West Washington Street  
Suite 1500 East  
Indianapolis, Indiana 46204

**Re: NextG Networks Intrastate Access Tariff**

Dear Sir or Madam:

Attached please find an intrastate access tariff for NextG Networks of NY, Inc. d/b/a NextG Networks East ("NextG"), filed pursuant to 170 IAC 1-6-5. The purpose of this filing is to add a tariff to NextG's files. This is an allowable request, because NextG does not have an interstate tariff that fits within the Indiana Utility Regulatory Commission's new mirroring rules.

Please contact me if you have any questions. Thank you for your assistance.

Sincerely,

A handwritten signature in blue ink that reads "Robert Morgan".

Robert Morgan  
*Counsel for NextG Networks of NY, Inc.*

Attachments

DWT 17421392v1 0102802-000141

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NextG Networks of NY, Inc.  
d/b/a NextG Networks East  
890 Tasman Drive  
Milpitas, California 95035

TARIFF I.U.R.C. No. 1  
Original Title Page

Tariff Schedule  
Applicable to  
TELECOMMUNICATIONS SERVICES  
of  
**NEXTG NETWORKS OF NY, INC.**  
in the  
STATE OF INDIANA

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Issued:

*Issued By:*  
**Robert A. Millar**  
*Tariff Manager*

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### **APPLICABILITY**

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate communications services by NextG Networks of NY, Inc. ("NextG" or "Company") within the State of Indiana.

The Company has been authorized by the Indiana Utilities Regulatory Commission ("IURC") to provide competitive intrastate telecommunications services throughout the State of Indiana.

This tariff applies only for the use of the Company's services for communications between points within the State of Indiana; this includes the use of the Company's network to complete an end to end intrastate communication.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of IURC.

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**SECTION 1 – RATES AND CHARGES**

1. Application of Rates

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

2. RF Transport Service

A. General Service Offerings and Limitations

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.

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**SECTION 1 – RATES AND CHARGES**

**Schedule 1: RF Transport Services (continued)**

2. RF Transport Services (continued)

A. General Service Offerings and Limitations (continued)

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 20km.
- The optical loss between a hub site and a remote node must not exceed 18 dB.

B. Recurring and nonrecurring 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.

C. Minimum Term

The minimum service term for RF Transport Service is five (5) years.

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**SECTION 2 – GENERAL RULES AND REGULATIONS**

2.1 — Undertaking of Company

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

The Company is a facilities-based and resale provider of telecommunications to Customers for the direct transmission and reception of voice 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 — Contract or Agreements

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, and the length of service commitment by the Customer, as long as the rates and charges are not less than

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Company's costs of providing the service. Such arrangements shall be considered ICB pricing arrangements, the terms of which will be set forth in individual contracts or customer term agreements. ICB rates or charges will be made available to similarly-situated Customers on comparable terms and conditions.

2.4 — Discontinuance of Service Notice

A. 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.

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

2.5 — 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.

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- 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.

2.6 — Cancellation of Service by Company

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 PSC 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.

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2.7 — 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.

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.

2.8 — 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. 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).

2.9 — 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

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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.

2.10 — 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.

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

2.11 — 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.

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D. 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.

2.12 — 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.

2.13 — 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.

2.14 — 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 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.

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2.15 — 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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Effective:

STATE OF California                   §  
  §       ss:  
COUNTY OF Santa Clara           §

**VERIFICATION**

I, Robert Millar, state that I am Senior Regulatory Counsel of NextG Networks of NY, Inc. ("NextG"); that I am authorized to make this Verification on behalf of NextG; and state under penalty of perjury that NextG's existing and prospective customers were notified of the foregoing tariff filing in accordance with 170 IAC 1-6-6 by public notice published in the Indianapolis Star newspaper on November 18<sup>th</sup> and 19<sup>th</sup>, 2011, and also by publishing said notice on the newspaper's website for a period of seven (7) days. A copy of the notice published is attached hereto.



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Robert Millar  
Senior Regulatory Counsel  
NextG Networks of NY, Inc.



PUBLIC NOTICE NextG Networks of NY, Inc., d/b/a NextG Networks East ("NextG"), hereby provides public notice that it intends to file a new tariff on November 21, 2011 with the Indiana Regulatory Commission for the provision of facilities-based competitive telecommunications services. NextG was granted authority to provide such services in Indiana on May 24, 2006, under Cause No. 43038. Approval of the tariff is expected by no earlier than February 1, 2012. The tariff only affects NextG's wireless-carrier customers in Indiana as NextG does not provide service to end users at this time. Terms of agreements with NextG's existing customers in Indiana are unaffected by the new tariff. Commenters may file objections with the Executive Secretary of the Commission at 101 West Washington Street, Ste 1500 E, Indianapolis, IN 46204, (317) 232-2701, or the Office of the Utility Consumer Counselor, 115 West Washington St., Ste. 1500 South, Indianapolis, IN 46204, (317) 232-2494. (S - 11/18/11, 11/19/11 - 5887013)