

**ADVISORY TARIFF CONTAINING THE  
GENERAL REGULATIONS AND  
SCHEDULE OF CHARGES APPLYING TO  
LOCAL NICHE SERVICE  
WITHIN THE STATE OF MINNESOTA**

This tariff contains a general description of and the rates applicable to the furnishing of Local Niche Service provided by Campus Communications Group, Inc. within the State of Minnesota.

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## **I. Service Descriptions and Rates**

**1.1 Services.** The Company will offer point-to-point connections for telecommunications and data services over buried fiber optic cabling in locations where the Company has installed its own cabling. The services include broadband service, private lines, and ethernet. The Company will also provide dark fiber service through lease agreements to end user customers. These customers will be responsible for installation and maintenance of their own supplied electronics.

**1.2 Customers and Contracts.** All customers will be businesses who have entered into individual case-based contractual agreements with the Company which will govern the rates to be charged for the particular services to be provided as well as additional contractual terms as needed for the particular service or location. In the event any contract provision is contrary to this tariff, the tariff provision will control.

**1.3 Point-to-Point Connections.** The Company's point-to-point connections are offered to business customers on an individual case basis for inbound and outbound calling. This service includes the cost of transport from the serving central office to the demarcation point at the Customer's premises.

**1.4 Individual Case Basis (ICB) Arrangements.** All pricing arrangements are at negotiated rates on an individual case basis (ICB). Service offered will be provided to Customers under contract.

## II. Terms of Service

**2.1 Bill Contents.** Bills to customers will be typed or machine-printed, rendered regularly, and shall contain an itemized listing of all charges and the period of time covered by the billing. Statements itemizing message toll charges, if any, will be included in bills to customer.

**2.2 Adjustment of bill due to interruption of service.** In the event a customer's service is interrupted otherwise than by negligence or willful act of the customer and it remains out of order for 24 hours after being reported to the Company, adjustments shall be made to the customer, based upon the pro rata part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill. If in the case of such interruption, service is restored on or before the day after it is reported or found by the company, no allowance will be made.

**2.3 Explanation of rates and charges.** Upon the request of any customer or applicant, the Company will provide an explanation of the rates, charges, and provisions applicable to the service furnished or available to such customer or applicant, and shall provide any information and assistance necessary to enable that person to obtain the most economical communications service conforming to the person's stated needs. Applicants for service shall be advised as to alternate services available to meet their stated communications requirements. This information may include printed explanations of alternate services and rates. Correspondingly, the Company will notify its customers of any services and shall provide an estimate of the initial billing for basic monthly service, including fractional monthly amounts, plus any other applicable charges.

**2.4 Deposit and Guarantee Requirements.** The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with that Company. Deposit or guarantee of payment requirements as prescribed by the Company must be based upon standards which bear a reasonable relationship to the assurance of payment. The Company may determine whether a customer has established good credit with that Company, except as herein restricted:

**A.** A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.

**B.** The Company will not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.

C. The Company will not use any credit reports other than those reflecting the purchase of Company services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be mailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a Company shall not affect the determination by the Company as to that customer's credit history.

**2.5 Deposit.** When required, a customer may assure payment by submitting a deposit. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return. The deposit shall be refunded to the customer after 12 consecutive months of prompt payment of all bills to the Company. The Company may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice any deposit of a customer shall be applied by the Company to a bill when the bill has been determined by the Company to be delinquent. The Company will issue a written receipt of deposit to each customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.

Interest shall be paid on deposits in excess of \$20 at a rate not to exceed the maximum rate established by the Minnesota Department of Commerce as listed on that agency's website <https://mn.gov/commerce/industries/telecom/interest-rates/>. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

**2.6 Permissible Service Disconnections with Notice.** With notice the Company may disconnect service to any customer for any reason stated below. Notice must comply with the requirements of Minnesota Administrative Rules part 7810.2300:

- A. for failure of the customer to pay a bill for service when due;
- B. for failure of the customer to meet deposit and credit requirements;
- C. for failure of the customer to make proper application for service;
- D. for customer's violation of any of the Company's rules on file with the Minnesota Public Company Commission;
- E. for failure of the customer to provide the Company reasonable access to its equipment

and property;

F. for customer's breach of the contract for service between the Company and the customer;

G. for a failure of the customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the Company as a condition of obtaining service; or

H. when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

**2.7 Permissible Service Disconnections Without Notice.** Without notice the Company may disconnect service to any customer for any reason stated below:

A. in the event of tampering with the Company's equipment;

B. in the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, the public, or to employees of the Company; or

C. in the event of a customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

**2.8 Nonpermissible Reasons to Disconnect Service.** The Company may not disconnect service to any customer for any reason stated below:

A. delinquency in payment for services rendered to a previous customer who occupied the premises unless said customer continues to occupy the premises;

B. failure to pay for equipment or service not approved by the commission as an integral part of the Company's service; or

C. failure to pay for a bill to correct a previous underbilling due to an inaccurate meter or billing error if the customer agrees to payment over a reasonable period of time.

Failure to pay for business service at a different location and a different telephone number shall not constitute sufficient cause for disconnection of residence service or vice versa.

**2.9 Manner of Disconnection.** Service shall not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

**2.10 Notice Requirements.** All notices required by this chapter must precede the action to be taken by at least five days excluding Sundays and legal holidays. No notice may be given until the condition of which it informs presently exists. When required by this chapter, notice of

impending action by the Company shall be by first class mail. Notice shall be sent to the address where service is rendered or to the address where the bill is sent if different from the address where service is rendered.

In lieu of mailing, notices may be delivered by a representative of the Company. Such notices must be in writing and receipt of them must be signed by the customer, if present, or some other member of the customer's family of responsible age, or the Company representative must make an affidavit under oath that the Company representative delivered the notice to the customer, or the customer's residence or business. A record of all notices and all affidavits required by this chapter must be kept on file by the Company and must be made available to the commission. Disconnection notices shall contain the date on or after which disconnection will occur, reason for disconnection, and methods of avoiding disconnection in normal, easy-to-understand language.

**2.14 Taxes.** All charges for Service(s) are net of Applicable Taxes (as defined below). Except for taxes based on CCG's net income and taxes assessed on CCG's tangible or intangible property, Customer will be responsible for all applicable taxes, fees, duties, charges, or regulatory surcharges that arise in any jurisdiction on the provision, sale or use of the Service(s) and permitted by applicable law to be passed through to Customer, including, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, municipal rights of way fees or access line fees, or federal or state universal services charges (collectively, "**Applicable Taxes**"). If a Party is entitled to an exemption from any Applicable Taxes, such Party shall be responsible for presenting the other Party with a valid exemption certificate. Both Parties will give effect to any such valid exemption certificate to the extent it applies to any Service(s) billed by a Party to the other Party. Customer shall provide adequate proof documentation in a form as may be required by CCG that attests to Customer's reporting access lines or other information to municipalities, state regulatory commissions, and other regulatory authorities as may be required by law.

### **III. Customer Complaints and/or Billing Disputes**

**3.1 Customer Complaints.** Customer complaints, billing disputes & Inquiries Customers may register any inquiry or complaint at Campus Communications Group, Inc., P.O. Box 25, Champaign, IL 61824, toll free telephone (888) 799-7249.

**3.2 Billing Disputes.** Customers unable to resolve a dispute with the company may submit any inquiry or complaint to the: Minnesota Public Utilities Commission Consumer Affairs Office 121 7th Place E Suite 350 St. Paul MN 55101-2147 Metro: 651-296-0406 Non-Metro: 1-800-657-3782 Fax: 651-297-7073 Email: [consumer.puc@state.mn.us](mailto:consumer.puc@state.mn.us) Web: <http://mn.gov/puc>