

FILE
(NC)

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The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM
(Effective: 9-2-2015)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of DQE Communications LLC)
to become certified as a Competitive Local Exchange Carrier)
)
)

TRF Docket No. 90-_____

Case No. 16 - 2328-TP - ACE

NOTE: Unless you have reserved a Case #, leave the "Case No" fields BLANK.

Name of Registrant(s) DQE Communications LLC

DBA(s) of Registrant(s) _____

Address of Registrant(s) 424 South 27th Street, Suite 220, Pittsburgh, PA 15203

Company Web Address www.dqecom.com

Regulatory Contact Person(s) Bridgette Dziedzic

Phone 412-393-1072

Fax _____

Regulatory Contact Person's Email Address BDziedzic@duqlight.com

Contact Person for Annual Report Bridgette Dziedzic

Phone 412-393-1072

Address (if different from above) 411 Seventh Avenue, Pittsburgh, PA 15219

Consumer Contact Information _____

Phone _____

Address (if different from above) _____

Motion for protective order included with filing? ☒ Yes ☐ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Notes:

Section I and II are Pursuant to Chapter 4901:1-6 OAC.

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician TR Date Processed DEC 07 2016

RECEIVED-DOCKETING
2016 DEC -7 PM 5:09
PUCO

Section I – Part I - Common Filings

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input checked="" type="checkbox"/> CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA <u>1-6-14(F)</u> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF <u>1-6-14(F)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-14(F)(4)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS <u>1-6-14</u> <u>(C)(1)(c)</u> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF <u>1-6-08(G)</u> (0 day)
BLES withdrawal			<input type="checkbox"/> ZTA <u>1-6-25(B)</u> (0 day Notice)
Other* (explain) _____			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Notice Sent: _____				

Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of Territory)	CLEC	Telecommunication s Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30- day)	<input checked="" type="checkbox"/> ACE <u>1-6-08</u> *(Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-08</u> *(Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 day)	<input type="checkbox"/> UNC <u>1-6-09</u> *(Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)

* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 days)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04 or 05</u> (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way.	<input type="checkbox"/> ATA <u>1-3-04</u> (Auto 30 days)	
Wireless Providers See <u>4901:1-6-24</u>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules

I am an officer/agent of the applicant corporation, DQE Communications, and am authorized to make this statement on its behalf.

James W. Morozzi

(Name)

Please Check ALL that apply:

☒ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☒ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) _____ at (Location) Pittsburgh, PA

*(Signature and Title)

(Date) 10/20/2016

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, James W. Morozzi verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title)

(Date) 10/20/2016

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793
Or**

Make such filing electronically as directed in Case No 06-900-AU-WVR

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM
for CARRIER CERTIFICATION

(Effective: 01/20/2011)

(Pursuant to Case No. 10-1010-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the
TELECOMMUNICATIONS FILING FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of DQE Communications LLC
to become certified as a Competitive Local Exchange Carrier

Case No. _____ - _____ - TP - _____

Name of Registrant(s) DQE Communications LLC

DBA(s) of Registrant(s) _____

Address of Registrant(s) 424 South 27th Street, Suite 220, Pittsburgh, PA 15203

Motion for protective order included with filing? ☒ Yes ☐ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

List of Required Exhibits

Tariffs: (Include all that apply)

☐ Interexchange Tariff

☐ Local Tariff

☐ CESTC Tariff

☐ Carrier-to-Carrier (Access) Tariff

Description of Services

NOTE: All Facilities-Based carriers must file an Access Tariff

☐ Service provisioned via Resale

☐ Service provisioned via Facilities

☒ Both Resold and Facilities-based

☒ Description of Proposed Services

☒ Statement about the provision of
CTS services

☒ Description of the general
geographic area served

☒ Explanation of how the proposed
services in the proposed market
area are in the public interest.

☒ Description of the class of customers (e.g., residence, business) that the
applicant intends to serve

Business Requirements

Evidence of Registration with:

☒ Ohio Department of Taxation

☒ Ohio Secretary of State¹ &
Certificate of Good Standing

Documentation attesting to the applicant's financial viability, including the following:

☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.

☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions

☒ Documentation to support the applicant's cash and funding sources.

Documentation attesting to the applicant's managerial ability and corporate structure, including the following:

☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area

☒ List of names, addresses, and phone numbers of officers and directors, or partners.

☒ Documentation indicating the applicant's corporate structure and ownership

☒ Information regarding any similar operations in other states.

If this company has been previously certified in the State of Ohio, include that certification number _____

☐ Verification that the applicant will follow federal communications commission (FCC) accounting requirements, if applicable.

¹ Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

Documentation attesting to the applicant's proposed interactions with other Carriers

- ☒ Explanation as to whether rates are derived through (check all applicable):
☒ interconnection agreement ☐ retail tariffs ☒ resale tariffs
- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement.
- ☒ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

Documentation attesting to the applicant's proposed interactions with Customers

- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☐ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve
(Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357)
- ☐ If Mirroring the entire ILEC local service areas, tariffs may incorporate by reference. If not mirroring the entire ILEC local exchange areas, the CLEC shall specifically define its local service areas in the tariff.

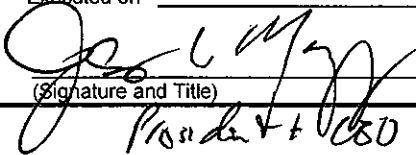
Affidavit

I am an authorized representative of the applicant corporation James W. Morozzi
(Name)

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.

Executed on _____

at Pittsburgh, PA


(Signature and Title)
President & CEO

10/20/2016
(Date)

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM

For Non-BLES Carriers

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD

(Effective: 01/20/2011)

Company Name DQE Communications LLC
Company Address 424 South 27th Street, Suite 220, Pittsburgh, PA 15203
Company Web Address www.dqecom.com
Regulatory Contact Person Bridgette Dziedzic Phone 412-393-1072 Fax 412-393-1011
Regulatory Contact Person's Email Address BDziedzic@duqlight.com
Contact Person for Annual Report Bridgette Dziedzic Phone 412-393-1072 Fax 412-393-1011
Consumer Contact Information _____ Phone _____ Fax _____
TRF Docket No. _____ - _____ -TP-TRF

I. Company Type (Check all applicable):

☒ Non-BLES CLEC ☐ IXC ☐ Other (explain) _____

II. Services offered (Check all applicable):

- ☐ Toll services (intrastate)
☐ Local Exchange Service (i.e., residential or business bundles)
☒ Other (explain) Data Transport

III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):

- ☐ Toll Presubscription
☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*
☐ N-1-1 Service
☐ Pole Attachment and Conduit Occupancy
☐ Pay Telephone Access Lines
☐ Inmate Operator Service
☐ Telephone Relay Service

*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

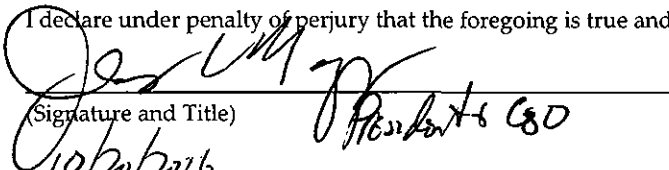
Part IV. – Attestation

Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.

I am an officer/agent of the carrier/telephone company, James W. Morozzi, and am authorized to make statements on it behalf.
(Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.


(Signature and Title)

10/20/2016
(Date)

EXHIBIT LIST

EXHIBIT A	DESCRIPTION OF SERVICES
Exhibit A-1	Service Provisioned via Resale & Facilities
Exhibit A-2	Description of Proposed Services
Exhibit A-3	Statement about the Provision of CTS Services
Exhibit A-4	Description of General Geographic Area Served
Exhibit A-5	Explanation of How Proposed Services are in Public Interest
Exhibit A-6	Description of Class of Customers to be Served
EXHIBIT B	BUSINESS REQUIREMENTS
Exhibit B-1	Registration with Ohio Department of Taxation
Exhibit B-2	Certification of Ohio Secretary of State and Certificate of Good Standing
EXHIBIT C	FINANCIAL VIABILITY
Exhibit C-1	Executive Summary of Financial Condition, Liquidity, and Capital Resources
Exhibit C-2	Financial Statements
Exhibit C-3	Documentation to Support Cash and Funding Sources
EXHIBIT D	MANAGERIAL ABILITY AND CORPORATE STRUCTURE
Exhibit D-1	Technical and Managerial Expertise
Exhibit D-2	Officers and Directors
Exhibit D-3	Corporate Structure and Ownership
Exhibit D-4	Similar Operations in Other States
EXHIBIT E	PROPOSED INTERACTIONS WITH OTHER CARRIERS
Exhibit E-1	Derivation of Rates
Exhibit E-2	Interconnection/Resale Agreements
Exhibit E-3	Interconnection Affidavit, Bona Fide Requests, Timeline
EXHIBIT F	PROPOSED INTERACTIONS WITH CUSTOMERS

EXHIBIT A
(Description of Services)

EXHIBIT A-1
Service Provisioned via Resale & Facilities

DQE Communications LLC (“the Applicant”) provides non-switched facilities-based interexchange and dedicated access intrastate telecommunications services. The Applicant additionally provides customized communications networks and services to business customers. The Applicant’s networks and services are provided primarily to other telecommunications carriers, commercial and government customers (including, but not limited to, those in the financial, healthcare and education sectors) to support their high bandwidth network requirements.

The Applicant will provide telecommunications services through a combination of both facilities-based and resale.

EXHIBIT A-2
Description of Proposed Services

The Applicant will provide network services to business customers and other carriers.

Applicant will not be providing basic local exchange service to any customers.

EXHIBIT A-3
Statement about the Provision of CTS Services

The Applicant will be providing competitive telecommunications services.

EXHIBIT A-4
Description of General Geographic Area Served

The Applicant seeks authority to provide non-BLES telecommunications services to business customers and other carriers within the counties listed below.

- Trumbull
- Mahoning
- Columbiana
- Jefferson
- Belmont
- Harrison
- Guernsey
- Tuscarawas
- Noble
- Washington
- Stark
- Portage
- Summit
- Ashtabula
- Geauga

EXHIBIT A-5
Explanation of How Proposed Services are in Public Interest

The provisioning of the proposed services by the Applicant is in the public interest because doing so enhances competition within the telecommunications industry in Ohio. The Applicant intends to bring significant benefits to business customers and other carriers by providing quality services at affordable rates.

EXHIBIT A-6
Description of Class of Customers to be Served

The Applicant intends to serve business customers and other carriers only.

EXHIBIT B
(Business Requirements)

EXHIBIT B-1
Registration with Ohio Department of Taxation



www.DQECOM.com 1-866-GO-FIBER



Pittsburgh's *Premier*
Network Services Provider

March 3, 2016

Commissioner Joseph Testa
Ohio Department of Taxation
30 East Broad Street, 22nd Floor
Columbus, Ohio 43215

Dear Commissioner Testa:

This a notice pursuant to the Ohio Administrative Code section 4901:1-6-08(E)(9) that DQE Communications LLC intends to provide service and engage in business in the State of Ohio as a competitive local exchange carrier ("CLEC").

Respectfully,

A handwritten signature in cursive script that reads "Thomas Faust".

Thomas Faust
Controller

EXHIBIT B-2
(Certification of Ohio Secretary of State and Certificate of Good Standing)



TE:	DOCUMENT ID	DESCRIPTION	FLING	EXPED	PENALTY	CERT	COPY
10/2013	201300901290	REGISTRATION OF FOREIGN FOR PROFIT LLC (LFP)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

DUQUESNE LIGHT COMPANY
MARY JANE HAMMER
411 SEVENTH AVE, 16-1
PITTSBURGH, PA 15219

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

2163856

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

DQE COMMUNICATIONS LLC

and, that said business records show the filing and recording of:

Document(s):

REGISTRATION OF FOREIGN FOR PROFIT LLC

Document No(s):

201300901290



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 7th day of January, A.D. 2013.

Jon Husted

Ohio Secretary of State



Form 533B Prescribed by:
Ohio Secretary of State
JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Bussanv@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 870
Columbus, OH 43218

Expedite Filing (Two-business day processing
time requires an additional \$100.00).
P.O. Box 1390
Columbus, OH 43218

Registration of a Foreign Limited Liability Company

Filing Fee: \$125

RECEIVED

JAN - 7 11 13

SECRETARY OF STATE

CHECK ONLY ONE (1) BOX

- (1) ☒ Registration of a Foreign For-Profit Limited Liability Company (108-LFA) ORC 1705

Jurisdiction of Formation

Date of Formation

- (2) ☐ Registration of a Foreign Nonprofit Limited Liability Company (108-LFA) ORC 1705

Jurisdiction of Formation

Date of Formation

Name of Limited Liability Company in its jurisdiction of formation

Name under which the foreign limited liability company desires to transact business in Ohio (if different from its name in its jurisdiction of formation) is:

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," or "Ltd."

The address to which interested persons may direct requests for copies of the limited liability company's operating agreement, bylaws, or other charter documents of the company is:

Name

Mailing Address

City

State

ZIP Code

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

CSC - Lawyers Incorporating Service (Corporation Service Company)

Name

600 West Broad Street, 1800

Mailing Address

Columbus

City

Ohio

State

43215

ZIP Code

☐ If the agent is an individual and using a P.O. Box, check this box to confirm that the agent is an Ohio resident.

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues and to service of process upon the Ohio Secretary of State if:

- a. an agent is not appointed, or
- b. an agent is appointed but the authority of that agent has been revoked, or
- c. the agent cannot be found or served after the exercise of reasonable diligence

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Must be signed by an authorized representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Signature

By (if applicable)

Print Name

DQE Communications LLC

Signature

By (if applicable)

Joann E. Noble

Print Name

Signature

By (if applicable)

Print Name

EXHIBIT C
(Financial Viability)

EXHIBIT C-1
**Executive Summary of Financial Condition,
Liquidity, and Capital Resources**

DQE Communications LLC is a Pennsylvania limited liability company with primary offices located at 424 South 27th Street, Suite 220, Pittsburgh, PA, 15203. DQE Communications LLC is a competitive access provider in Pennsylvania serving the Pittsburgh metropolitan area. DQE Communications LLC is well qualified financially to operate within the State of Ohio, and possesses the requisite financial resources to provide telecommunication services. A copy of DQE's annual income statement and balance sheet for the year ending December 31, 2015 is attached hereto.

EXHIBIT C-2
Financial Statements

The applicant considers its financial information to be confidential and has, therefore, filed such information under seal pursuant to Ohio Adm. Code 4901-1-24(D).

EXHIBIT C-3
Documentation to Support Cash and Funding Sources

The applicant considers its documentation to support cash and funding sources to be confidential and has, therefore, filed such information under seal pursuant to Ohio Adm. Code 4901-1-24(D).

EXHIBIT D
(Managerial Ability and Corporate Structure)

EXHIBIT D-1
Technical and Managerial Expertise

DQE Communications LLC – Leadership Team

James W. Morozzi, President & CEO

Jim Morozzi is President and CEO of DQE Communications, where he is responsible for strategic planning, corporate growth, and customer focus as well as overseeing all day-to-day operations of DQE Communications. Prior to joining DQE Communications, Jim was President/ CEO and a director with D&E Communications, Inc. in Lancaster, Pennsylvania, a publicly-traded provider of local, long distance, Internet, data, video and system integration services. While at D&E, Jim focused on product development and expanded the company's enterprise-wide data services.

Prior to his time with D&E, Jim led Exelon Communications, an operating division of Exelon Enterprises, which provided wireless and competitive local exchange carrier telecom services in the Greater Philadelphia area. In this role, Jim launched a wireless PCS business in partnership with AT&T Wireless. Additionally, he was responsible for a facilities-based fiber-optic business partnership with Telcove.

Jim's career has encompassed both the telecommunications and electric utility industries. During his early career, Jim worked in electric operations, corporate planning and development, and general management with PECO Energy Company, now part of Exelon Corporation.

Jim holds a BS in Electrical Engineering as well as a MBA from Drexel University. He also completed the Columbia University Senior Executive Program. In addition to various community activities, Jim serves on the board of directors of Murray Securus in Lancaster, Pennsylvania.

Patricia Giovannelli, Director of Financial Planning & Analysis

As the Director of Financial Planning & Analysis, Patty Giovannelli has the overall responsibility for the annual budget, long-term forecasts, strategic planning, developing and monitoring key performance indicators (KPIs) and monthly reporting of financials and other statistics. Prior to joining DQE Communications, Patty was the Director of Finance for FirstEnergy, Inc. and supported three electric utility companies in MD, NJ and WV. Patty led a team of 20 financial professionals in the areas of financial management, compliance, management reporting and business planning.

Prior to her time with FirstEnergy, Patty held various positions with Allegheny Energy, Inc. in Greensburg, PA. She was the Director of Finance for the Generation business segment for eight years and a Strategic Planning Director for two years. She also held several other positions in marketing, rates and engineering. Allegheny Energy and FirstEnergy merged in February 2011.

Patty holds an MBA from Carnegie Mellon University and a BS in Industrial Engineering from Penn State University.

Thomas R. Faust, Controller

Tom Faust joined DQE Communications as Controller in August of 2011. He is responsible for all of the company's financial matters, including monthly financial statements, managing customer billing and credit, establishing and maintaining policies and procedures around various business cycles, and directing the annual budgeting and planning process.

Prior to joining DQE Communications, Tom worked at Duquesne Light Company, the Pittsburgh-area utility company and an affiliate of DQE Communications, as an Accounting Supervisor. Tom is a graduate of Penn State University, with a BS in Accounting.

Shawn M. Blanner, Director of Operations

As Director of Operations, Shawn Blanner is responsible for operating and maintaining DQE Communications' metropolitan area dark fiber network, including outside plant engineering, permitting, material purchasing, cable plant construction and maintenance, sales support, and customer activation. His expertise in the telecommunications industry extends for over 20 years.

Shawn has overseen in the operations of design and engineering of new network infrastructure to complete customer contracts, as well as network rebuilds to include laterals and backbone infrastructure. Shawn has managed over 2000+ fiber miles of network and delivery of lit services over ATM, SONET and Ethernet Transport Platforms prior to his direction with DQE Communications. He has been an asset to companies such as Penn Access, TCG, AT&T, Second Century, Comcast and FiberTech Networks.

Shawn has fostered and mentored many relationships in the process of permitting and licensing, and has provided network routes and capital expenditure budgets to sales groups. He also has experience working with Engineering Departments and Network Operations Centers to facilitate maintenance issues and restoration of outages. He has overseen the construction and development of cable head ends and colocation data centers for the deployment of added value services.

Shawn is a graduate of the University of Pittsburgh where he earned a Bachelor of Science degree in Information Sciences.

Barbara E. Haney, Director of Network Access

Barb Haney is Director, Network Access at DQE Communications. She is responsible for maintaining all of DQE's fiber infrastructure assets, which includes mapping of all cables, buildings and customers' utilization of the network. In addition, Barb is involved in the planning of capital investments and expansion, and directs field engineers in designing and placing new cable.

Barb is the most seasoned executive at DQE, joining the company in its infancy in 2000 and helping to build the network asset database from scratch. Prior to joining DQE, Barb worked at Duquesne Light Company in various operational roles.

Patrick J. Lazorchak, Manager of Network Engineering and IP Services

As Manager of Network Engineering and IP Services, Patrick Lazorchak is responsible for providing the technical leadership for all aspects of DQE Communications' Metro Ethernet services. Specifically, Patrick manages the network design, implementation, and maintenance of DQE's Ethernet networks. In addition, he performs project management to all of the large networking projects. Patrick oversees the development of the DQE Communications' web-based Customer Control Center as well as the internal network engineering team.

Prior to joining DQE Communications in 2013, Patrick held senior level network and system administrator positions at major academic and health care institutions including: Harvard Medical School, Medical University of South Carolina, and University of Pittsburgh Medical Center.

Patrick earned a Bachelor degree in Political Science at the University of Connecticut.

David K. Klotz, Director of Sales

Dave Klotz is Director of Sales at DQE Communications, where he is responsible for the management and sales growth of the Enterprise Sales team. With over 20 years of experience in the sales industry, Dave brings a high level of sales and management experience to the DQE Communications Sales Team.

Prior to joining DQE Communications in 2016, Dave held senior level sales positions with Lumos Networks, Windstream Communications, NextLink, PAPAce Long Distance, Inc., and Litel Telecommunications. Dave earned a Bachelor degree in Computer and Information Science from Point Park University.

Lisa C. Williams, Manager of Marketing and Wholesale Services

Lisa Williams is Manager of Marketing and Wholesale Services at DQE Communications. In this role, Lisa is responsible for all of the sales-to-the-wholesale accounts, as well as the overall direction of the marketing efforts. Lisa joined DQE Communications in 2003 and has over 25 years of experience in the telecommunications industry.

Prior to joining DQE Communications, Lisa began her telecom career in 1987 at ICC --- an Alternative Access Provider in Washington, D.C., which later became MFS/ Worldcom. Starting as a Programmer, Lisa transitioned into various sales and marketing roles before moving into management as the City Sales Director in Pittsburgh. She later worked at Dominion Telecom as a Business Development Director, selling and acquiring long haul dark fiber assets to increase Dominion's sales revenue and expand the backbone network. Also at Dominion, Lisa worked as Manager for the Vendor Access Group, buying off-net access from other carriers.

Lisa is a graduate of Penn State University where she earned a BS in Quantitative Business Analysis.

Ross A. Henzel, Director of Business Development & Acting Manager of Sales Engineering and Support Services

Ross Henzel is the Director of Business Development where he is responsible for spearheading innovative and practical revenue generation strategies. This includes identifying business and merger and acquisition opportunities, potential partnerships and joint ventures, coupled with developing and managing new products and services. He also defines expansion direction into new territories and markets. Ross also currently serves as the Acting Manager of Sales Engineering and Support Services providing technical and sales support to DQE Sales and Operations/Engineering teams.

As a 20-year veteran in the telecommunications industry, Ross has developed and implemented strategies to promote business growth and success for dark fiber, SONET, Ethernet, waves, colocation, cloud, voice, wireless, and Internet products and services. He began his telecommunications career at Cincinnati Bell Information Systems (CBIS) as a product manager. After CBIS, Ross joined Eastern TeleLogic Corporation, which later became TCG, and AT&T as a Channel Sales Manager and Manager of Joint Alliances and Joint Ventures, selling fiber based voice, data and Internet services. He later worked for Comcast, as a Director of Business Development within their CLEC operations, and for IDT as the Director of Business Development for their microwave wireless business. Prior to DQE Communications, Ross managed business development for FPL FiberNet, the third largest US utility company.

Ross is a graduate of the College of New Jersey, where he earned a BS in Business, and Johns Hopkins University, where he earned a MS in Business.

DQE Communications Leadership Team

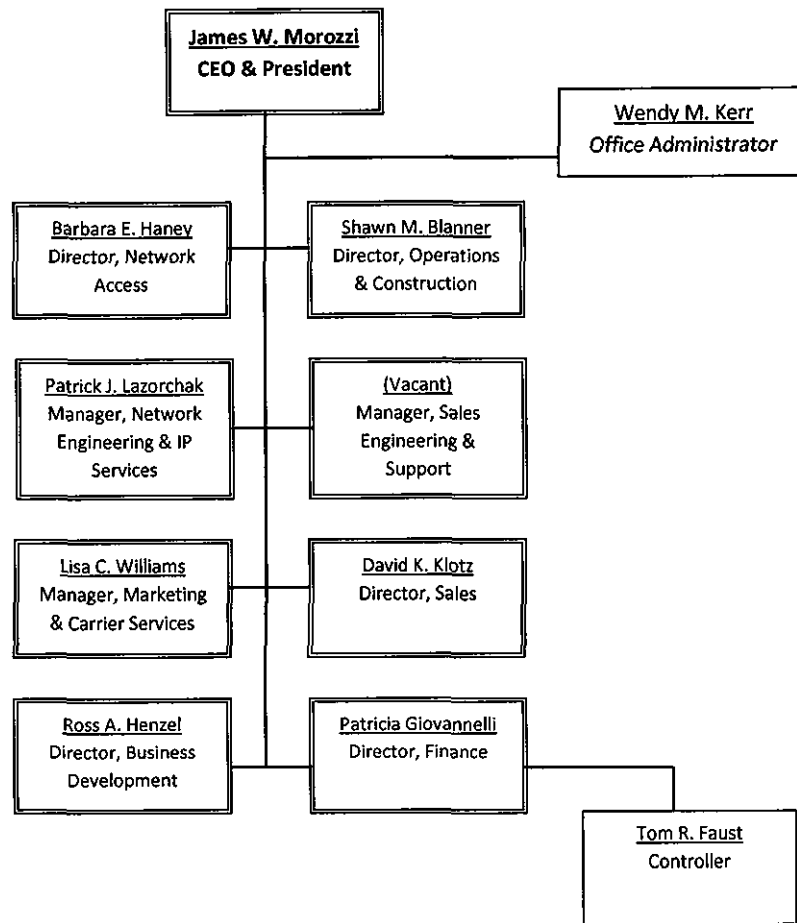
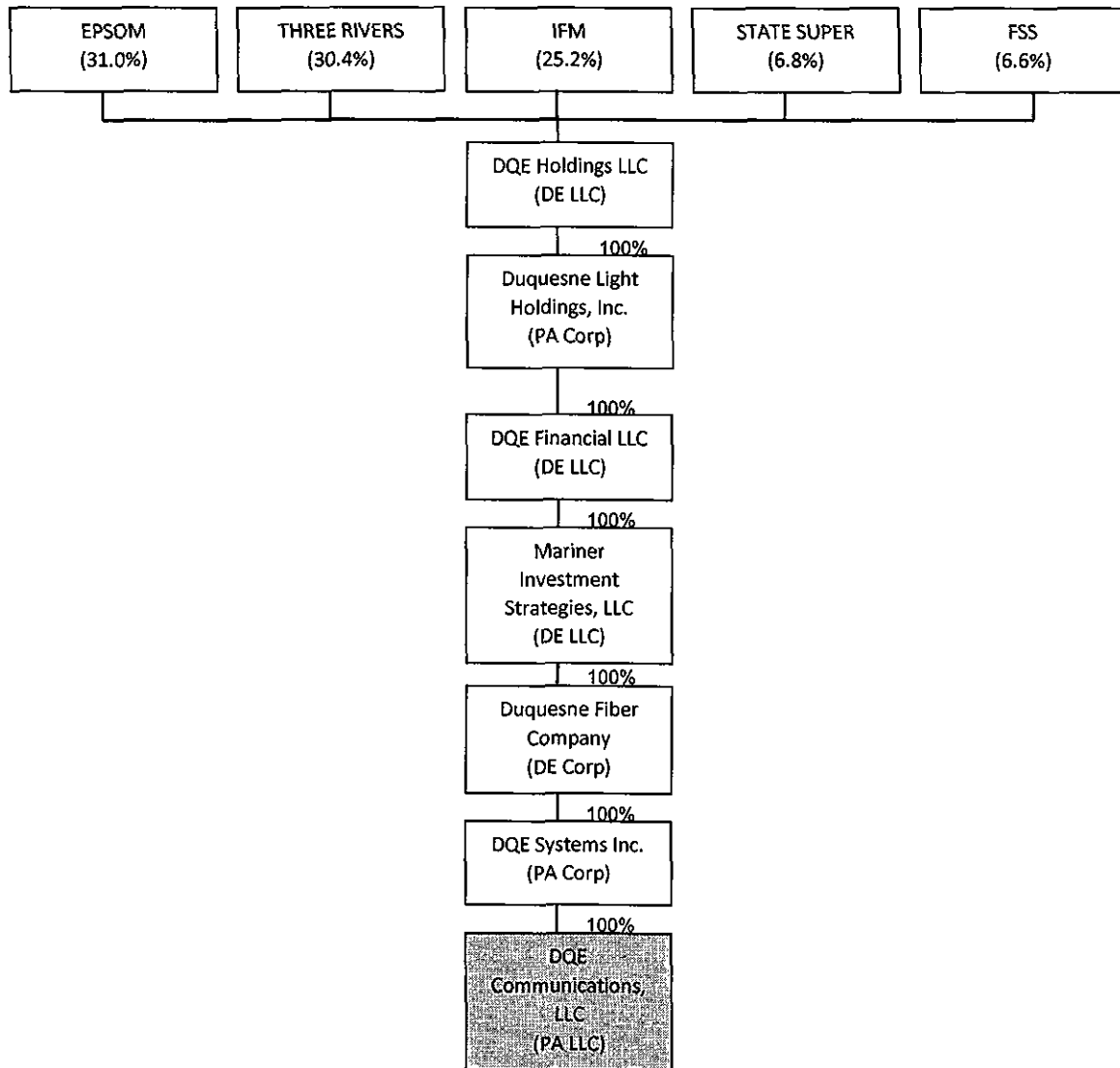


EXHIBIT E-2
Corporate Structure and Ownership

The applicant is a limited liability company that provides electric utility services.

DQE HOLDINGS LLC & SUBSIDIARIES

Established in 1997, DQE is a subsidiary of Pittsburgh-based Duquesne Light Holdings. A consortium of private equity investors own all of the common equity of parent company, DQE Holdings LLC.



As of September 13, 2016

EXHIBIT E-4
Similar Operations in Other States

The Applicant engages in business operations in Pennsylvania and West Virginia.

EXHIBIT E
(Documentation Attesting to Proposed Interactions with Other Carriers)

EXHIBIT E-1
Derivation of Rates

The Applicant's rates will be derived through both interconnection agreements and resale tariffs.

EXHIBIT E-2
Interconnection/Resale Agreements

The Applicant has not yet entered into interconnection/resale agreements with other providers.

AFFIDAVIT

I am an officer/agent of the applicant corporation, DQE Communications LLC, and am authorized to make this statement on its behalf.

I attest that the attached exhibits and documentation pertaining to DQE Communications LLC's interactions with other Carriers, including Pole Attachment Agreements and/or current negotiations with other Carriers pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 10/24/2016 at (Location) 424 S. 27th St., Suite 220
Pittsburgh, PA 15203

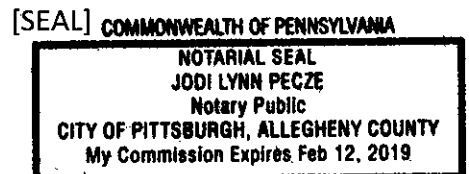
Signature and Title: [Signature] Date: 10/24/2016
President + CEO

STATEMENT OF NOTARY

Commonwealth of Pennsylvania
Allegheny County

Sworn to and subscribed before me, this the 24th day of October, 2016.

Notary Public [Signature]
My Commission Expires 02/12/2019





AEP, America's Energy Partner -
PO Box 24400
Canton, OH 44701-4400
330/438-7297

October 13, 2015

Mr. Shawn Blanner
DQE Communications LLC
424 S. 27th Street
Suite 220
Pittsburgh, PA 15203

Dear Mr. Blanner:

I received your Pole Attachment Application form and application fee. Therefore, enclosed are two copies of a Pole Attachment License Agreement between DQE Communications LLC and Ohio Power Company dated October 15, 2015 for the state of Ohio. Please have both copies of the agreement signed and returned to this office as soon as possible for further execution. After both copies of the agreement have been signed and returned, I will acquire the necessary signatures to fully execute the agreement.

I have also received your insurance certificate and it meets our requirements. However, it expires the end of this month so please have an updated current certificate sent to my attention as soon as possible.

Once all signatures have been obtained on the agreement we will accept proposals from your company. Please inform me as soon as possible if this is going to be a large project so we can meet with you to discuss timeframes and expectations. Also note that all engineering charges incurred will be billed to DQE Communications regardless of whether DQE Communications decides to go forward with their project or decides to cancel it for any reason.

Please feel free to call me at (330) 438-7297 if you have any questions.

Sincerely,

Lynn Stefanko

Lynn Stefanko
Joint Use Administrator
lstefanko@aep.com

(330) 438-7297

Attachments

POLE ATTACHMENT AGREEMENT

BETWEEN

THE OHIO EDISON COMPANY

AND

DQE COMMUNICATIONS LLC

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POLE ATTACHMENT AGREEMENT

THIS AGREEMENT is made this 27th day of March, 2015, by and between The Ohio Edison Company, an Ohio corporation, its successors and assigns (hereinafter called "Licensor,") and DQE Communications LLC, a Pennsylvania limited liability company, its successors and assigns (hereinafter called "Licensee") and is effective on the date it is executed by the latter of the parties.

WITNESSETH:

WHEREAS, Licensor operates and maintains an electric distribution system consisting of various pole lines, wires, guy wires, cables, lines, fibers, transformers and other related equipment and apparatus, extending in and through the various cities and communities in its franchised service area in Ohio; and

WHEREAS, Licensee proposes to furnish lawful fiber optic capacity and wishes to attach aerial cables, wires, and guy wires, hereinafter collectively referred to as "attachments," to and through the Counties as shown on Exhibit A; serviced by Licensor; and

WHEREAS, Licensor is willing to permit Licensee to place and maintain said attachments on its poles to the extent hereinafter provided and in accordance with the provisions of this Agreement; and

WHEREAS, Licensee acknowledges that it shall follow the FirstEnergy Pole Attachment Guidelines labeled Exhibit B, attached hereto and made a part hereof, as a pre-condition to entering into this Agreement.

NOW THEREFORE, in consideration of the promises and the agreements of each with the other as herein contained, the parties agree as follows:

- 1 Licensee shall place no attachments on any of Licensor's poles without the written consent of the Licensor, such consent not to be unreasonably withheld.
- 2 No consent will be given by the Licensor to the Licensee except by approval of a written application presented by the Licensee requesting for such consent. The application shall specify the location of each pole on which Licensee wishes to place and maintain attachments, the character of the proposed attachments and the amount and location of space to be occupied by such attachments. A form of application for consent shall be submitted via an electronic notification system specified by the Licensor. Licensee shall be responsible for all transaction fees (per

proposal and per pole) associated with such applications. In the event an electronic notification system is unavailable, at the discretion and approval of the Licensor, the application may be submitted on a form substantially similar to Exhibit C, attached hereto and made a part hereof. Said application may include one (1) to approximately fifty (50) poles. Licensor will normally process applications on a first in, first out basis, unless system maintenance applications can more efficiently be scheduled out of sequence.

- 3 Except as otherwise provided in this Article, Licensor shall act upon each application with reasonable promptness and shall provide Licensee with written consent to attach to Licensor's poles. Notwithstanding, if Licensor has a valid reason for rejecting any application, said application shall be returned to Licensee and shall be deemed null and void.

The parties agree, that in the event the make-ready estimate has been provided by Licensor to Licensee, Licensee's time line of 14 days to accept and pay for the make-ready estimate may be extended up to thirty (30) days. The parties further agree that after the expiration of the extended thirty (30) day period the make-ready estimate shall be deemed withdrawn.

- 4 Licensor shall provide Licensee with an estimate of the costs associated with preparing Licensor's poles for attachment by Licensee. Licensee shall pay the estimated costs or formally accept or reject such estimate within the time frame established by Licensor, which in no event shall be less than thirty (30) days from date of notice.

Notwithstanding this provision, all reasonable engineering costs incurred by Licensor while preparing such estimate shall be due and payable in accordance with the provisions set forth in this Agreement.

- 5 If consent is granted by the Licensor, the Licensee shall have the right to occupy the space allotted by Licensor in accordance with the terms of this Agreement and any other terms specified in Licensor's consent. The Licensee shall not employ the use of bracketing or extension arms to secure cable attachments to Licensor's poles nor shall it engage in the act of "boxing" the pole with said types of attachments. See Exhibit D, FirstEnergy Policy - Boxing and Extension Arms.

- 6 All attachments are to be placed and maintained on Licensor's poles in a manner satisfactory to Licensor and so as not to interfere with the present or future use, which Licensor wishes or may wish to make of such poles. When requested by Licensor, Licensee shall supply to Licensor, a pole strength analysis report for its proposed pole attachments, prepared by an approved contractor; upon request, Licensor will provide a list of approved contractors to Licensee. Licensee, at any time, shall not make any additions to or changes in the location of its attachments, or perform overlash of fiber optic cables or any additional cables/wires of any other type without the prior written consent of the Licensor. Licensee shall place a cable identification tag at each attachment point. The tag shall be constructed of Ultraviolet (UV) resistant material. Licensee shall have imprinted on each tag its unique identification symbol: "DQE". Licensee may also include a tag with its name and telephone number identified. All attachments shall be placed as provided in Licensor's written consent and shall be installed and at all times maintained by Licensee in compliance with the minimum requirements of the National Electrical Safety Code and the Licensor's Construction Standards and any other applicable regulations or codes promulgated by any governmental authority having jurisdiction there over.
- 7 **Licensor Work:** In any case where Licensor installs a new pole, initially or as a replacement, to be used by Licensee, and judges it necessary, in order to accommodate the attachments of the Licensee, that such pole be taller and/or stronger than one which it would install for its own use, or when Licensee requests the installation of a taller and/or stronger pole and Licensor accedes to such request, the estimated cost of such extra height and/or strength shall be paid in advance by the Licensee. Such cost shall be the difference between the estimated cost in place of the new pole and the estimated cost in place of a pole considered by Licensor to be adequate for the attachments of Licensor and shall be calculated based on actual cost. Such pole shall be the sole property of Licensor.
- 8 **Licensor Work:** Whenever a new pole is to be installed by the Licensor as a replacement for an existing pole, and such existing pole is one which in Licensor's sole reasonable judgment would otherwise not need to be replaced to provide for the requirements of the Licensor, Licensee agrees to pay in advance to the Licensor, in addition to the amount provided for in Article 7, a sum equal to the then present value in place of the pole which is replaced, plus the estimated cost of its removal, minus the salvage value of the removed pole. Said calculation, where applicable, shall be based on actual cost. Licensee further agrees to pay in advance

to the Licensor the estimated cost to Licensor of moving, removing, rearranging, or altering the existing facilities of the Licensor which were necessitated by the pole replacement. Such pole shall be the sole property of Licensor.

- 9 Licensee shall take all necessary precautions to protect all persons and property against injury or damage occurring by reason of Licensee's attachments on Licensor's poles or by reason of Licensee's placement and maintenance of such attachments. In particular, Licensee acknowledges that the Licensor is continuously inspecting its poles for system integrity purposes. This inspection includes ground line strength and pole treatment as required; inspected poles are tagged as reflected in the Table 1- Pole Inspection Tagging Exhibit. Licensee agrees to review Table 1 and insure that its employees and subcontractors understand and abide by such tagging to insure safety.

Upon notice, Licensee shall be liable for and shall pay to Licensor in accordance with the following: For violation of duties regarding the safe and proper installation and maintenance of attachments, the Licensee shall be charged a flat fee of \$200 per pole and be charged by the Licensor to recover the actual costs of correcting such violation that could cause imminent danger to life of property or pose a safety risk to employees and the general public. Except in the case where immediate correction has been made by Licensor, the Licensee may avoid such fees by submitting plans of correction within 60 calendar days of receipt of notification of a violation and by correcting the violation and providing notice of the correction to the Licensor within 180 calendar days of receipt of notification of the violation.

- 10 As between Licensee and Licensor, Licensor shall be the sole judge of its requirements for present and future use of its poles and attachments, and the present and future use of the attachments to Licensor's poles by any other licensee of Licensor, and of any interference with such use or uses.
- 11 Licensee shall pay in advance to the Licensor the estimated cost of any new or additional guying or support structures that in Licensor's sole reasonable judgment are made necessary by the installation and maintenance of Licensee's attachments on new or existing poles of Licensor.
- 12 If Licensee's attachments to Licensor's then-existing poles will, in Licensor's sole reasonable judgment, require Licensor to move, remove, rearrange, or alter its

facilities, including guys and support structures, on poles or elsewhere. Licensee shall pay in advance to Licensor the estimated cost of such movement, removal, rearrangement, or alteration.

The cost thereof shall be set forth on a form substantially similar to that found in Exhibit E, attached hereto and made a part hereof, or as communicated through the electronic notification system utilized in accordance with Paragraph 2.

- 13 Licensor shall have the right to inspect each new attachment of Licensee on Licensor's poles and thereafter to make periodic inspections as conditions may warrant. Upon request, Licensee shall reimburse Licensor for the cost of such inspections. Licensor's right to make such inspections and its failure to draw Licensee's attention to any defects, hazards, or failures to comply with standards, whether or not observed by Licensor on inspection, shall not relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.
- 14 Upon notice of unauthorized attachment(s), Licensee shall be liable for and shall pay to Licensor in accordance with the following: An unauthorized attachment fee of five (5) times the current annual rental rate per pole if the Licensee does not have a permit and the violation is self-reported or discovered through a joint inspection, with an additional fee of \$100 per pole if the violation is found by the Licensor in an inspection in which the Licensee has declined to participate.
- 15 If any payment due under this Agreement is not received at the Licensor's offices on or before the date prescribed, an additional amount equal to a monthly charge of 1.5% shall be applied to any unpaid balance.
- 16 Whenever Licensor notifies Licensee in writing that any attachments of Licensee interfere with the operation of equipment of the Licensor, or constitute a hazard to the service rendered by Licensor, or fail to comply with codes or regulations hereinbefore mentioned, Licensee shall, within thirty (30) days of the date of such written notification, or within such longer period of time as provided for therein, move, remove, rearrange, or alter its attachments so as to meet the requirements or codes and regulations hereinbefore mentioned and the requirements of Licensor.

In the event that Licensee fails to move, remove, rearrange, or alter its attachments within the time frame herein provided, Licensor, at its option, shall have the right,

without liability to Licensee or any of its subscribers, except for Licensor's gross negligence or willful misconduct, to move, remove, rearrange or alter said attachments, or make arrangements therefore. The costs of such activities shall be borne by Licensee.

- 17 In case of circumstances which in Licensor's sole reasonable judgment constitute an emergency, Licensor reserves the right, without liability to Licensee or any of its subscribers to move, remove, rearrange, or alter said attachments of Licensee, or make arrangements therefore. The cost of such activities shall be borne by Licensee.

- 18 Licensor reserves the right, without liability to Licensee, to discontinue the use of, remove, replace, or alter the location of any or all of its poles or facilities, regardless of any occupancy by Licensee on any of Licensor's poles.

Licensee shall, at its sole cost and within thirty (30) days of the date of written notification from Licensor, or within such longer period of time as provided for therein, move, remove, rearrange, or alter any of its attachments as shall be required by such action of Licensor.

In the event that Licensee fails to move, remove, rearrange, or alter its attachments within the time frame herein provided, Licensor, at its option, shall have the right, without liability to Licensee or any of its subscribers to move, remove, rearrange, or alter said attachments, or make arrangements therefore. The costs of such activities shall be borne by Licensee.

Where the Licensor is the sole construction entity, the Licensee must work closely to jointly meet and transfer their attachment(s). In the event the Licensee is unable to jointly transfer its attachments, the Licensor will transfer the attachments and charge the Licensee using standard flat rate billing.

- 19 Licensee may at any time abandon the use of a pole to which it has made an attachment under this Agreement by removing from such pole all of its attachments and by giving written notice thereof to Licensor.

If by reason of removing attachments, Licensee causes Licensor to incur any costs, Licensee shall reimburse Licensor for all such costs.

20 Licensee hereby agrees to indemnify, hold harmless, and defend Licensor from and against any and all actions or causes of action, claims, demands, liabilities, losses, costs, damages, or expenses of any kind whatsoever, including reasonable attorney's fees, which Licensor may suffer or incur by reason of the failure of Licensee to secure any right, license, permit or easement required for the construction or maintenance of Licensee's attachments to Licensor's poles, by reason of interruption of Licensee's service, by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss of use thereof, arising out of or in any manner connected with the facilities of Licensee to be installed hereunder, or the installation, maintenance, removal, rearrangement, or alteration of Licensee's facilities by Licensor, including removal or relocation of attachments by Licensor under the provisions of the Agreement, or which Licensor may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, including any suit instituted to enforce the obligations of this Agreement, unless caused by the sole negligence of Licensor or any of its representatives or employees.

Licensee, for itself, its successors, and permitted assigns, does hereby waive, as a complying employer, its immunity provided for under the Workers' Compensation laws, with respect to damages, expenses, or costs incurred or sustained by Licensor that result from any of the claims, demands, liabilities, losses, costs, damages, or expenses that may be asserted by an employee of Licensee against the Licensor as indicated above.

In addition, in furtherance of Licensee's defense, indemnify, and hold harmless obligations to Licensor, as stated above, Licensee agrees that if an employee of Licensee, and/or such employee's heirs, assigns, or anyone else otherwise entitled to receive damages by reason of injury or death to such employee, brings a workers compensation claim against the Licensee, that Licensee waives any actual or potential claim that it may have against Licensor, by reason of any subrogation rights that Licensee may have for any payments and/or expenses that Licensee, at any time, may make and/or incur arising out of, or in any way related to the workers' compensation claim.

Neither the Licensee nor the Licensor shall in any event be liable for damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party,

and anyone claiming by or through them, expressly waives all claims for such damages.

- 21 Licensee agrees to obtain and maintain at all times, from and after acting upon the consent of Licensor to place attachments on any poles, policies of insurance covering:

a) **Commercial General Liability Insurance** including contractual liability to cover the liability assumed by the Licensee under this Agreement, and if any work is to be performed by a contractor of Licensee, Licensee shall require such contractor to maintain at least \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage of primary liability insurance and at least \$1,000,000 per occurrence of excess liability insurance.

b) **Comprehensive Automobile Liability Insurance** covering all automobile equipment to be used by the Licensee or its subcontractor in connection with the work to be performed under the Agreement with the Licensor, including non-ownership and hired car endorsements, with minimum limits of \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage.

c) **Workers Compensation Insurance** as required by law.

Licensee shall name Licensor as an additional insured under the above policy(s) as evidenced by an Additional Insured Endorsement (ISO Form CG 20 26 or an endorsement of comparable language to Licensor's satisfaction) and provide Licensor certificate(s) of insurance, listing "The Ohio Edison Company," on the certificate, upon the execution of the Pole Attachment Agreement. Upon the request of the Licensor, Licensee agrees to provide copies of appropriate insurance policies for which proof of insurance is specified in the Agreement. The above policy(s) issued by Licensee shall not be canceled or changed except after written notice in accordance with policy provisions.

- 22 Licensee shall obtain any right, license, easement, or permit from any governmental body, authority or other person or persons which may be required for the construction and maintenance of attachments of Licensee.

- 23 Licenser does not represent that it has or will have any easements, rights-of-way or franchises for the construction and maintenance of said attachments or for rights of entry upon premises for construction and maintenance of said attachments.
- 24 Licensee shall pay to Licenser, upon execution of this Agreement, a license preparation and administration fee of One Thousand (\$1,000.00) Dollars.
- 25 For the purpose of computation of rentals, any space occupied by or reserved for, the Licensee's fiber optic attachments on the Licenser's poles during any portion of the twelve (12) month period ending December 31st in any calendar year shall be considered to have been occupied by the Licensee for the entire twelve (12) month period. A year for the purpose of this Agreement shall be defined as January 1st to December 31st.

Rental shall be based upon a formal recapitulation as set forth in Exhibit F giving the number of attachments for which space is considered occupied or reserved for the Licensee, during the twelve (12) month period ending December 31st of the rental year. The yearly recapitulation shall be deemed to be correct unless written notice of errors claimed to exist is submitted to the Licenser within thirty (30) days from the receipt of such statement. In case of a dispute concerning the correctness of any such statement, a joint inspection of the attachments in dispute and associated with the records shall be made within a reasonable time thereafter, and such statement shall, if shown to be incorrect, be corrected accordingly.

The following rules shall apply to the calculation and collection of the pole attachment rental rate as follows:

- a) The annual rate per attachment per pole payable by Licensee to Licenser shall be the maximum allowable rate permitted under Ohio Admin. Code 4901:1-3-04(D)(1) through Ohio Admin. Code 4901:1-3-04(D)(5) as of the date on which each rate per pole attachment is due hereunder. The starting annual rate per attachment per pole is derived by formula in accordance with the rules of the Public Utilities Commission of Ohio and as agreed by the parties to

be \$8.73 and recalculated each year. Said formula yields the maximum rate permitted by statute.

- b) Payment shall be made annually in advance with first payment due January 30, 2016, as determined by the number of poles Licensee is attached to as of December 31st of the previous year. There is no proration of rental payments.

- 26 Licenser reserves the right to grant to others not parties to this Agreement such rights or privileges to use any poles covered by this Agreement as are not in conflict with this Agreement. Licensee shall reimburse any other licensee of the Licenser having rights and privileges that have been conferred by the Licenser prior to the date of this Agreement for any expense reasonably incurred by such licensee as a result of the rearrangement or relocation of such licensee's equipment to accommodate the requirements of Licensee.
- 27 Except as otherwise provided in this Agreement, when Licensee is obligated hereunder to perform certain work on Licensee's facilities at its own expense and Licenser and Licensee agree that it is preferable for Licenser to perform the work, then Licenser shall perform the work and Licensee shall promptly pay the full cost thereof.
- 28 Where required, the following affirmative action clauses are incorporated herein by reference: the equal employment opportunity clause in 48 CFR 52.222-26, the handicapped clause in 48 CFR 52.222-36, the disabled veterans and veterans of the Vietnam Era in 48 CFR 52.222-35, and the Alternate 1 Clause utilization of Small Business and Small Disadvantaged Business contained in 48 CFR 2.219-9. The attachments shall at all times remain the exclusive property of Licensee.
- 29 Notwithstanding any other remedies allowed by this Agreement, if Licensee fails to comply with any of the provisions set forth herein or defaults in the performance of any of its obligations hereunder and fails within thirty (30) days after receipt of written notice from Licenser to correct such default or non-compliance, Licenser may, at its option forthwith terminate this Agreement and/or withdraw its consent to place and maintain attachments on any pole to which such default or non-compliance may be attributed, and may, without liability to Licenser or its

subscribers, remove, or make arrangements to have removed, Licensee's attachments at Licensee's expense.

- 30 This Agreement shall continue in effect for a period of ten years from its date, and thereafter shall automatically renew on a month-to-month basis until terminated by either party by giving 90 days' written notice to the other party.

Upon notice from or to Licensor, Licensee shall proceed to remove its attachments from Licensor's poles without undue delay and shall complete such removal prior to the specified termination date.

Notwithstanding, in the event that Licensee removes all attachments prior to the expiration of the initial ten year term, this Agreement shall be deemed terminated as of the date Licensor verifies proper removal, with said costs of verification being borne by Licensee. Verification shall take place within a reasonable time, but in no event later than sixty (60) days, after receipt of notice of such removal.

- 31 a) Confidential Information. Any confidential information, as defined in the following paragraph herein, made available pursuant to this agreement shall be held in confidence by each of the parties to protect the legitimate business needs and/or privacy interests of the parties.

b) Confidential Information Defined. Confidential Information means any and all data and information of whatever kind or nature (whether written, electronic or oral) which is disclosed by one Party ("Disclosing Party") to the other party ("Recipient") regarding itself, its information, the business of its affiliates, and/or the agreement. Confidential Information does not include information that: (a) is in the public domain at the time of disclosure; (b) passes into the public domain after disclosure, except by a wrongful act of the Recipient; (c) is disclosed to the Recipient by another not under obligation of confidentiality or (d) is already in the Recipient's possession prior to disclosure by the Disclosing Party.

c) Obligation of Confidentiality. Each party agrees, for itself and its authorized representatives, to keep confidential all confidential information provided hereunder and to use the confidential information solely for purposes in connection with this Agreement, except to the extent that the Recipient determines that release of Confidential Information is required by law or regulation. The Recipient shall make

commercially reasonable efforts to notify the Disclosing Party if it intends to release any confidential information to afford the Disclosing Party an opportunity to seek a protective order prior to disclosure. The obligations for Confidentiality set forth in this agreement, including but not limited to the non-disclosure obligations and the duty to return confidential information upon written request, shall survive the termination of this agreement for a period of one year thereafter.

- 32 This Agreement shall be binding upon and inure to the benefit of the parties hereof, their successors or assigns, but Licensee shall not assign to any other person or association not affiliated with Licensee any rights or privileges hereby granted, or authorize any other such person or association not affiliated with Licensee the exercise of any rights or privileges herein provided for, without the written consent of Licensor, with said consent not being unreasonably withheld.
- 33 All notices permitted or required to be given hereunder shall be in writing and shall be duly given upon actual delivery if done in person, or if mailed, on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail. All notices shall be delivered or sent to the other party at the proper addresses set forth in this Article, or at any other addresses as the parties may designate by ten (10) days prior written notice given in accordance with this provision.

If notice is to be sent to Licensor, send to:

The Ohio Edison Company

Attn: Joint Use

800 Cabin Hill Drive

Greensburg, PA 15601

If notice is to be sent to Licensee, send to:

DQE Communications LLC

Attn: Shawn Blanner

424 South 27th Street, Suite 220

Pittsburgh, PA 15203

- 34 This Agreement is the joint work product of representatives of Licensor and Licensee. Accordingly, in the event of any ambiguities or conflicts, no inferences or presumptions shall be drawn against or in favor of either party.

- 35 If a provision of this Agreement is determined to be illegal or unenforceable, then this Agreement, as appropriate, remains in effect and such provision is deemed to be deleted.
- 36 The failure of either party to insist or enforce in any instance strict performance of any of the terms of this Agreement, or to exercise any rights hereunder conferred, shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.
- 37 This Agreement shall be construed under and in accordance with the laws of the State of Ohio. Any proceeding or action brought as a result of or arising under this Agreement shall be brought and maintained in the State of Ohio.

[signature page follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative, in duplicate, the day and year above first written.

Witness:

THE OHIO EDISON COMPANY

(Licensor)

BY: *Annika Schmitt* BY: *Thomas R. Pryatel*

Thomas R. Pryatel
(Print Name)

Title: Director, ED Operations Services

Witness:

DQE COMMUNICATIONS LLC

(Licensee)

BY: *[Signature]* BY: *Shawn Blanner*

(Print Name)

Title: Director of Operations

Digitally signed by
Shawn Blanner
DN: cn=Shawn Blanner,
o=DQE Communications LLC,
c=US
Date: 2011.04.22
14:24:18 -0400

OE Approval

Lisa J. Bryant

EXHIBIT A

The Ohio Edison Company Counties of Operation

**Ashland
Ashtabula
Carroll
Champaign
Clark
Columbiana
Crawford
Cuyahoga
Delaware
Erie
Fayette
Franklin
Geauga
Greene
Holmes
Huron
Knox
Lake
Licking
Lorain
Madison
Mahoning
Marion
Medina
Morrow
Ottawa
Portage
Richland
Sandusky
Seneca
Stark
Summit
Trumbull
Tuscarawas
Union
Wayne
Wyandot**

EXHIBIT F
(Proposed Interactions with Customers)

Escalation List

The Region's *Premier*
Network Services Provider

TROUBLE REPORTING AND ESCALATION LIST 24X7**Contact 877-263-8638**

Please be sure to provide the following information:

- Callback Name and Number
- Circuit ID of Service Affected
- Description of Problem

If customer receives no response within an hour, the following escalation contacts should be utilized

Ethernet and Internet Services Escalation List

Level	Contact	Title	Contact Number	Reference Info to Provide
Tier 1	DQE NOC	1st Level Support	877-263-8638	Circuit ID & Description of Problem
Tier 2	On Call IP Engineer		412-879-0373	Ticket Number
Tier 3	Patrick Lazorchak	Manager, Network Engineering & IP Services	412-999-6153	Ticket Number
Tier 4	Jim Morozzi	President, CEO	412-393-1205	Ticket Number & Description of Problem

Dark Fiber Services Escalation List

Level	Contact	Title	Contact Number	Reference Info to Provide
Tier 1	DQE NOC	1st Level Support	877-263-8638	Circuit ID & Description of Problem
Tier 2	On Call Engineer		412-353-3782	Ticket Number
Tier 3	Shawn Blanner	Director of Operations	412-297-9557	Ticket Number
Tier 4	Jim Morozzi	President, CEO	412-393-1205	Ticket Number & Description of Problem

Customer will receive a call back within 1 hour of repair ticket entry.

If a response is not received within 1 hour, please escalate per the above escalation list.

YOUR NEIGHBORS...YOUR PARTNERS

Being locally based means DQE Communications provides fast installations and quick, local support unequalled by any other provider. Established in 1997, DQE Communications is a subsidiary of Pittsburgh-based Duquesne Light Holdings, and operates in several Western Pennsylvania counties. Our standing in the community, as well as our dedication to our fellow businesses here, is your assurance that DQE Communications will continue to be your reliable partner—to plan, operate and support your network for years to come.

PRICING PROPOSAL FOR {CUSTOMER NAME}

December 5, 2016

Service Description: Proposal includes pricing for Dedicated Internet service at 100 Main Street

Site Description	Service Type	Bandwidth	3 Year Term MRC* (\$)	5 Year Term MRC* (\$)	One Time** (\$)
Pricing for {Service}					
{Address}	{Service}	Mbps	\$	\$	\$
{Address}	{Service}	Mbps	\$	\$	\$
{Address}	{Service}	Mbps	\$	\$	\$
{Address}	{Service}	Mbps	\$	\$	\$

ADDITIONAL TERMS & CONDITIONS

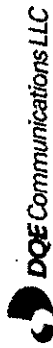
* Includes fiber lease fee as well as all ongoing maintenance services

** Includes provisioning, engineering, permits, splicing at all necessary points, etc.

Delivery Timeframe: {Delivery Timeframe per CapEx or KPI-Standard timeframe}**Quote is Valid Until:** {+30 days from date of Proposal}**DQE COMMUNICATIONS**
Network Service Advantages

- 100% Fiber Optic Network
- Superior Redundancy, Speed, & Reliability
- Highly Scalable, 10 Mbps – 10 Gbps
- Cost-Effectively Connect Multiple Sites
- Symmetrical Upload/Download Speeds
- Quick Installations
- Fastest Speeds, Guaranteed!
- Customized to Your Needs
- Web-Based, Customer Control Center
- Local Customer Service, 24x7x365

Name: Sales Rep
Email: rep@dqe.com
Office: (412) 393-10xx
Mobile: (412) xxx-xxxx



DQE Communications LLC
P.O. Box 535378
Pittsburgh PA 15253-5378

INVOICE

Phone: 1-866-GO-FIBER Fax: (412) 393-1011 www.dqecom.com

Invoice Number: C1000x

Invoice Date: 4/30/2016

Terms: Net 30

Payment Due Date: 5/30/2016

Service Period: Apr 2016

Account Number: 9999

Other Reference: 9998

Bill To:

Company Name
Company Contact
Company Address

Service Address	Invoice Description	Service Description	Service ID	Transaction No.	Purchase Order No.	Recurring Charges	Non-Recurring Charges/Credits	Other Fees/Surcharges/Credits	State/County Sales Tax	Amount
123 Main Street	Misc notes	100 Mbps Dedicated Internet	123	SO-12345	PO-12345	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00
Total this period						\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00
									Previous Balance \$	0.00
						PAY THIS AMOUNT \$100.00				

Thank you for your business. We look forward to continuing to serve you. If you have any billing inquiries, please contact billing@dqecom.com, or call 1-866-GO-FIBER or 412-393-1033, and choose option 4 when prompted. If you would like information on additional services, please contact your Sales Manager.

Remittance Slip

Please remit payment by mail to:

DQE Communications LLC
P.O. Box 535378
Pittsburgh PA 15253-5378

Or remit via electronic fund transfer to:

Institution: BNY Mellon, N.A.
Account Holder: DQE Communications LLC
Account Number: 0000372728
ABA Number: 043000261

Customer: Customer Name

Account Number: 9999
Invoice Number: C1000x
Amount Due: \$ 100.00

Amount Paid: _____