

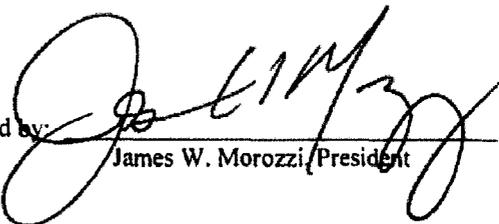
DQE COMMUNICATIONS LLC
Telecommunications Services Tariff
424 South 27th St., Ste 220
Pittsburgh, Pennsylvania 15203

RATES, RULES, AND REGULATIONS FOR FURNISHING
TELECOMMUNICATIONS SERVICE

TO PROVIDE NON-SWITCHED FACILITIES-BASED
INTEREXCHANGE AND DEDICATED ACCESS INTRASTATE
TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF
WEST VIRGINIA

Filed with THE PUBLIC SERVICE COMMISSION
Of
West Virginia

17 SEP 19 AM 8:27
WEST VIRGINIA PUBLIC SERVICE
COMMISSION
1000 BANKERS BUILDING
CHARLESTON, WV 25301

Issued by: 
James W. Morozzi, President

Issued: September 18, 2017

Effective: September 18, 2017

Issued by authority of Public Service
Commission of West Virginia in Case No.
15-1961-T-CN dated: April 5, 2016

TITLE SHEET

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF NON-SWITCHED
FACILITIES-BASED INTEREXCHANGE AND DEDICATED
ACCESS INTRASTATE TELECOMMUNICATIONS SERVICES
WITHIN
THE STATE OF WEST VIRGINIA**

17 SEP 19 AM 8:28
WEST VIRGINIA PUBLIC SERVICE COMMISSION
1500 MARKET STREET
MARTINSBURG, WV 26158

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DQE Communications LLC
South Side Works
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LIST OF MODIFICATIONS
RESERVED FOR FUTURE USE

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CHECK SHEET

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title Page	Original	18	Original
1	Original	19	Original
2	Original	20	Original
3	Original	21	Original
4	Original	22	Original
5	Original	23	Original
6	Original		
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17	Original		

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SYMBOLS

- (I) indicates an increase in rates
- (D) indicates a decrease in rates
- (N) indicates new rates or regulations
- (O) indicates omission
- (M) indicates moved
- (C) indicates change in text of regulations
- (T) indicates temporary rates and/or surcharges

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.

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TARIFF FORMAT (cont'd)

- C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.
- 2.1
 - 2.1.A.
 - 2.1.A.1.(a).
 - 2.1.A.1.(a).I.
- D. Check Sheets - When a tariff filing is made with the Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to its (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Carrier - DQE Communications LLC

CIR - Committed Information Rate

Common Carrier - An authorized Carrier or entity providing telecommunications services to the public.

Commission - Public Service Commission of West Virginia

Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Interruption - The inability to transport data, telephony or internet traffic due to equipment malfunctions or human errors. Interruption shall not include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service or any other reason covered by this Tariff or by applicable law.

Local Access and Transport Area (LATA) - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange Carrier provides communications services.

Mbps - Megabytes per second

MRC - Monthly Recurring Charge

NRC - Non-Recurring Charge

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

WAN - Wide Area Network

Gbps – Gigabits per second

SECTION 2. RULES AND REGULATIONS**2.1 Application of Tariff**

- 2.1.A. Application of Tariff contains the regulations and rates applicable to intrastate telecommunications services provided by Carrier to business customers for the origination or termination of telecommunications between points within the State. Carrier's services are furnished subject to the availability of facilities and services and are subject to the terms and conditions of this Tariff.
- 2.1.B. Carrier's services may be provided over the telecommunications channels, facilities or services of other facilities-based carriers including the facilities of the incumbent local exchange carrier.
- 2.1.C. The rates and regulations contained in this Tariff apply only to the services furnished by Carrier to the Customer and do not apply, unless otherwise specified, to the lines, facilities, or services provided by the incumbent local exchange telephone company or other common carrier for use in accessing the services of Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.1 Application of Tariff (Cont'd)**

2.1.D. The Customer is entitled to limit the use of Carrier's services by end users at the Customer's facilities and may use other common carriers in addition to or in lieu of Carrier.

2.2 Terms and Conditions

2.2.A. A customer may be required to enter into a written service agreement which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions of this Tariff and other conditions deemed necessary by the Carrier. The Customer will also be required to execute any other documents as may be reasonably requested by the Carrier.

2.2.B. At the expiration of the initial term specified in each service agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon written notice. Any termination shall not relieve the customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service other shall survive such termination.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.3. Use of Services**

- 2.3.A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.3.B. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, or schemes is prohibited.
- 2.3.C. Carrier's services are available for use twenty-four hours per day, seven days per week, except with respect to limited planned outages about which the Customer will be provided advance notice.
- 2.3.D. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.3.E. Carrier's services may be cancelled for nonpayment of uncontested bill charges or for other violations of this Tariff or any written service agreement.

2.4. Liability of Carrier

- 2.4.A. The Carrier shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff, if caused by any person or entity other than the Carrier, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Carrier's direct control.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

- 2.4.B. The Carrier shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other conduct revealed to, transmitted by, or used by the Carrier under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Carrier, if not caused by negligence of the Carrier.
- 2.4.C. The Carrier shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber, resulting from the furnishing of service, which is not the result of the Carrier's negligence.
- 2.4.D. Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Carrier's part has been a contributing factor, the liability of the Carrier for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5. Responsibilities of the Customer**

- 2.5.A. The Customer is responsible for placing any necessary orders for complying with Tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that end users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the customer to end users.
- 2.5.B. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf.
- 2.5.C. If required for the provision of Carrier's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.
- 2.5.D. The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5. Responsibilities of the Customer**

- 2.5.E. The Customer shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five (5) days written notice, via first class U.S. mail terminate the Customer's service.
- 2.5.F. The Customer is responsible for payment of the charges set forth in this Tariff or any written service agreement.
- 2.5.G. The Customer is responsible for compliance with the applicable regulations set forth in this Tariff and any written service agreement.
- 2.5.H. The Customer shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.4. above, arising in connection with the provision of service by Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.6. Cancellation or Interruption of Services**

2.6.A. Without incurring liability, Carrier may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.6.B.:

1. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due.
2. For violation of any of the provisions of this Tariff or any written service agreement,
3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services, or
4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

2.6.B. Procedure for discontinuance of existing service:

1. Carrier may discontinue service without notice for any of the following reasons:
 - (a). If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
 - (b). If a Customer or other user uses Carrier's services in a manner to violate the law.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6. Cancellation or Interruption of Services (Cont'd)

2.6.B. Procedure for discontinuance of existing service: (Cont'd)

2. In all other circumstances, Carrier will provide the Customer with written notice via first class U.S. mail stating the reason for discontinuance, and will allow the customer not less than fifteen (15) days to remove the cause of discontinuance. In cases of non-payment of charges due, the customer will be allowed at least ten (10) days written notice via first class mail that disconnection will take place within five days, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.

- 2.6.C. Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.7. Billing Arrangements**

- 2.7.A. Customers will either be billed directly by Carrier or its intermediary.
- 2.7.B. Carrier will render bills monthly. Payment is due by the payment due date shown on the bill.
- 2.7.C. Carrier may impose a late payment charge of 1.5% per month, or such lower amount as required by law, on any bill not paid by the payment due date shown on the bill
- 2.7.D. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check, draft, or electronic funds transfer submitted by the Customer to the Carrier which a financial institution refuses to honor.

2.8 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Customers.

2.9. Contested Charges

All bills are presumed accurate, and will be binding on the Customer unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and Carrier for service furnished to the Customer or an end user, which cannot be settled with mutual satisfaction, the customer can take the following course of action within thirty (30) days of the billing date:

- 2.9.A. First, the Customer may request, and Carrier will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Contested Charges (Cont'd)

2.9.B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate request for assistance or complaint with the Commission. The address and the telephone number of the Commission is:

Public Service Commission of West Virginia
201 Brooks Street
P.O. Box 812
Charleston, WV 25323
1-800-642-8544

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.10. Deposits**

Consistent with applicable Commission rules, the Carrier may require an applicant or a Customer to make a suitable cash deposit to be held by the Carrier as a guarantee of the payment of charges for service. Except as otherwise specified in the Carrier's applicable Tariffs, the amount of such deposit for non-residential customers shall not exceed 150% of the amount of charges for services which it is estimated will accrue in an average month and for residential customers the amount of such deposit shall not exceed the amount of charges for services which it is estimated will accrue in one month; however, after service has been established and experience demonstrates that the previously estimated average monthly charges warrant adjustment, the Carrier may require an adjustment of the deposit. When service is terminated, any balance of the deposit remaining after deduction of all sums due the Carrier will be returned to the Customer, or the deposit may be returned at any time previous thereto, at the option of the Carrier.

The fact that a deposit is held by the Carrier shall in no way relieve the applicant or Customer from compliance with the Carrier's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the regulations pertaining to the discontinuance of service for non-payment of any sums due the Carrier for the service rendered.

Interest on Customer deposits accrue and is to be calculated pursuant to orders of the Commission as issued from time to time.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.11. Advance Payments**

The Carrier may require a Customer to make an advance payment as a condition of continued or new service. The Carrier reserves the right to require, from an applicant for service, advance payments of nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Carrier for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted, may be required at the time of application.

2.12. Taxes

All federal excise taxes and state, local sales taxes and regulatory fees, are billed as separate items and are not included in the quoted rates.

2.13. Promotions

Carrier may from time to time offer services at a reduced rate, free of charge, or offer incentives for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration. All promotional offerings will be filed as a tariff supplement. Promotional service offerings may not have a duration of longer than six months in any rolling 12-month period which commences as of the effective date of the filed promotion.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14. Shortage of Equipment or Facilities

2.14.A. The Carrier reserves the right to limit or to allocate the use of existing facilities or of additional facilities offered by the Carrier, when necessary because of lack of facilities, or due to some other cause beyond the Carrier's control.

2.14.B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Carrier's facilities as well as facilities the Carrier may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Carrier.

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SECTION 3. DESCRIPTION OF SERVICES**3.1 Data Access Service (Ethernet)**

Data Access Service provides a Customer with a high-speed conduit to other locations of the Customer or to other telecommunications end user Customers in point-to-point or point-to-multi-point configurations. The Carrier provides Customers with a standard physical interface that is used to map the Customer to one or more services. This service is available at varying speeds up to 10 Gbps loop service speeds.

3.2 Other Services

Other services, including point-to-point high-speed Internet access, network management services, Co-location service, and Back-haul services may be provided by the Carrier on an Individual Case Basis (ICB), depending on such factors as geographic area, availability of facilities and other factors.

3.3. Individual Base Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Any such ICB rates will be made available to the Commission upon request.

3.4. Availability of Service to Business Customers

Data Access Service is available to any business Customer that is willing to pay the prices that are paid by business Customers in accordance with the terms and conditions of this Tariff.

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SECTION 4. RATES AND CHARGES

4.1 Rates

Service Port Fees:

<u>Bandwith</u>	<u>NRC</u>	<u>MRC</u>
10 Mbps	ICB	ICB
100 Mbps	ICB	ICB
1,000 Mbps	ICB	ICB

Service Change Fee: ICB

Scale WAN Service:

Contracted CIR Bandwith	Premium Class (CIR)				Guaranteed Class (CIR)			
	Monthly		Daily		Monthly		Daily	
	\$	\$/Mbps	\$	\$/Mbps	\$	\$/Mbps	\$	\$/Mbps
1 Mbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
5 Mbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
10 Mbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
50 Mbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
100 Mbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
1,000 Mbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB

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SECTION 4. RATES AND CHARGES (Cont'd)4.1 Rates (Cont'd)

Contracted CIR Bandwidth	Economy Class (PIR)			
	Monthly PIR Capacity	Monthly EIR Usage	Daily PIR Capacity	Daily EIR Usage
	\$/Mbps	\$/Mbps	\$	\$/Mbps/Day
1 Mbps	ICB	ICB	ICB	ICB
5 Mbps	ICB	ICB	ICB	ICB
10 Mbps	ICB	ICB	ICB	ICB
50 Mbps	ICB	ICB	ICB	ICB
100 Mbps	ICB	ICB	ICB	ICB
1,000 Mbps	ICB	ICB	ICB	ICB

4.2 Rate Elements

4.2.A. Non-recurring and monthly recurring rates apply for each Dedicated Service furnished by the Carrier. Monthly recurring rates vary according to the time period for which the Customer commits to take the service.

4.2.B. Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective Customer for service which vary from Tariff arrangements. Rates quoted in response to such requests may be different for Tariff services than those specified for such service in the Rate Section. ICB rates will be offered to Customers in writing and will be made available to the Commission upon request.

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Effective: September 18, 2017

Issued by: James W. Morozzi, President
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Issued by authority of an Order of the Public Service Commission of West Virginia in Case No. 15-1961-T-CN