



Emily M. Farah
Counsel, Regulatory

411 Seventh Avenue
Mail drop 15-7
Pittsburgh, PA 15219

Tel: 412-393-6431
efarah@duqlight.com

November 13, 2018

Via Electronic Filing

Ms. Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120

**RE: Affiliate Agreement between Duquesne Light Company, LLC and
DQE Communications, LLC.
Docket No. _____**

Dear Secretary Chiavetta:

Duquesne Light Company's ("DLC") Affiliate Agreement pursuant to 66 Pa. C.S. § 2101 *et seq.* is enclosed for filing.

The enclosed Affiliate Agreement contemplates transferring a certain range of Internet Protocol ("IP") addresses from 167.77.192.0 – 167.77.255.255, namely, the IP Netblock 167.77.192/18 (the "IP Netblock") from DLC to DQE Communications, LLC ("DQE") for current market value. Market value was calculated using recent historical data from American Registry for Internet Numbers' ("ARIN") sales, located at <https://www.ipv4auctions.com>, and enclosed as Attachment 1. The IP Netblock comprises of 16,384 IP addresses.

DLC is a public utility as that term is defined under Section 102 of the Public Utility Code, 66 Pa. C.S. § 102, certificated by the Commission to provide electric service in the City of Pittsburgh and in Allegheny and Beaver Counties in Pennsylvania. DQE, a DLC affiliate, is also a public utility certificated by the Commission, but provides both regulated utility services and unregulated internet services in western Pennsylvania.

Upon information and belief, ARIN's predecessor, the Internet Assigned Numbers Authority ("IANA") assigned a certain number of public IP addresses to organizations in accordance with three "classes." Class A organizations received approximately 16 million IP addresses, Class B organizations received approximately 65,000 IP addresses, and Class C organizations received approximately 205 IP addresses. DLC was categorized as a "Class B" organization and assigned 65,536 IP addresses, including the IP Netblock. A print-out of the ARIN register data reflecting the May 10, 1993 assignment is attached as Attachment 2.



DLC is not filing an Application for a Certificate of Public Convenience to accompany this filing in accordance with 66 Pa. C.S. § 1102(a)(3) for two reasons.

First, the IP Netblock is not used or useful in public service. In order for the IP addresses to be accessible and usable on the internet, they must be advertised with an upstream internet provider. As seen on the enclosed Attachment 3, DLC is not currently advertising the IP addresses contained in the IP Netblock (ranging from 167.77.192.0 – 167.77.255.255). The RIPE Network Coordination Centre (“RIPE”) database is a resource that provides historical IP advertising information dating back to 2000. In the enclosed Attachment 4, the RIPE data reflects DLC has not advertised the range of IP addresses in the IP Netblock from 2000-2018, which demonstrates the IP Netblock has not been used from 2000 to the present. Further, DLC does not and will not use any the IP Netblock to provide electric service within its service territory. DLC obtained the IP Netblock and paid a \$100 annual fee to retain it, but the IP Netblock has proven unnecessary to provide electric service to its customers. Because the IP Netblock referenced in the enclosed filing is not used or useful in providing electric service within DLC’s service territory, an Application for a Certificate of Public Convenience is not accompanying this filing pursuant to § 1102(a)(3).

Second, the IP Netblock is not on DLC’s asset log, likely meaning the IP Netblock was purchased for a nominal amount in 1993 and fully depreciated 10 years later. Thus, the IP Netblock fully depreciated in 2003, and the current undepreciated book value of the property is \$0. Because the undepreciated book value does not exceed \$1,000 according to DLC’s asset log, the filing does not require a Certificate of Public Convenience pursuant to § 1102(a)(3)(i).

Further, DQE will not file an Application for a Certificate of Public Convenience to support its acquisition of the IP Netblock because the asset will be used for DQE’s unregulated internet communications, and not for the purpose of providing a public service as required by § 1102(a)(3).

Please contact me if you have any questions, comments, or concerns.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Emily M. Farah".

Emily M. Farah
Counsel, Regulatory

Enclosures

cc: Robert Young (via email – rfyoung@pa.gov)

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

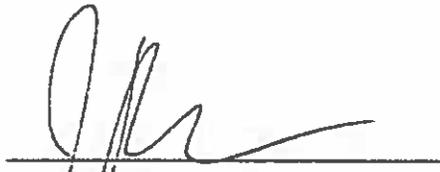
Affiliated Interest Agreement between
Duquesne Light Company and Affiliates

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Docket No. _____

VERIFICATION

I, Jeremy Gill, hereby state that the facts above set forth in Duquesne Light Company's Affiliate Interest Agreement Filing and accompanying cover letter, dated November 16, 2018, are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).



Jeremy Gill
Director of Technical and Technology for
Duquesne Light Company

Date: 11/12/18

ATTACHMENT 1

60 day auction

Source: <https://www.ipv4auctions.com/customer/account/previous/>

BLOCK	REGION	SOLD DATE	PRICE	PRICE PER ADDRESS
/21	ARIN	7/10/2018	\$33,792.00	\$16.50
/24	ARIN	7/10/2018	\$4,224.00	\$16.50
/24	ARIN	7/6/2018	\$4,274.00	\$16.70
/22	ARIN	7/6/2018	\$16,896.00	\$16.50
/24	ARIN	7/5/2018	\$4,224.00	\$16.50
/19	ARIN	7/3/2018	\$147,456.00	\$18.00
/24	RIPE	7/3/2018	\$4,352.00	\$17.00
/20	ARIN	7/3/2018	\$67,584.00	\$16.50
/21	ARIN	7/3/2018	\$35,840.00	\$17.50
/22	ARIN	6/28/2018	\$17,408.00	\$17.00
/21	ARIN	6/28/2018	\$35,840.00	\$17.50
/24	ARIN	6/28/2018	\$4,653.00	\$18.18
/24	ARIN	6/28/2018	\$4,736.00	\$18.50
/23	ARIN	6/27/2018	\$8,960.00	\$17.50
/20	ARIN	6/26/2018	\$67,584.00	\$16.50
/22	ARIN	6/26/2018	\$17,408.00	\$17.00
/24	ARIN	6/26/2018	\$4,352.00	\$17.00
/23	ARIN	6/26/2018	\$8,704.00	\$17.00
/24	ARIN	6/25/2018	\$4,480.00	\$17.50
/24	ARIN	6/25/2018	\$4,736.00	\$18.50
/24	ARIN	6/25/2018	\$4,992.00	\$19.50
/19	ARIN	6/25/2018	\$143,360.00	\$17.50
/24	ARIN	6/22/2018	\$4,480.00	\$17.50
/18	ARIN	6/21/2018	\$294,912.00	\$18.00
/20	ARIN	6/18/2018	\$71,680.00	\$17.50
/24	ARIN	6/18/2018	\$4,864.00	\$19.00
/24	ARIN	6/15/2018	\$4,224.00	\$16.50
/22	ARIN	6/15/2018	\$17,408.00	\$17.00
/21	ARIN	6/15/2018	\$33,792.00	\$16.50
/23	ARIN	6/14/2018	\$8,960.00	\$17.50
/24	ARIN	6/14/2018	\$4,736.00	\$18.50
/23	ARIN	6/13/2018	\$8,704.00	\$17.00
/21	ARIN	6/12/2018	\$32,768.00	\$16.00
/22	ARIN	6/12/2018	\$15,872.00	\$15.50
/24	ARIN	6/12/2018	\$4,608.00	\$18.00
/24	ARIN	6/8/2018	\$4,736.00	\$18.50
/23	RIPE	6/7/2018	\$8,166.40	\$15.95
/24	ARIN	6/6/2018	\$4,608.00	\$18.00
/24	ARIN	6/6/2018	\$4,352.00	\$17.00
/21	ARIN	6/5/2018	\$32,768.00	\$16.00
/22	ARIN	6/5/2018	\$15,872.00	\$15.50
/23	ARIN	6/5/2018	\$8,192.00	\$16.00
/22	ARIN	6/1/2018	\$16,384.00	\$16.00
/20	ARIN	5/31/2018	\$65,536.00	\$16.00
/21	ARIN	5/31/2018	\$32,768.00	\$16.00
/24	ARIN	5/31/2018	\$4,480.00	\$17.50
/24	ARIN	5/31/2018	\$4,608.00	\$18.00
/24	ARIN	5/30/2018	\$4,580.00	\$17.89
/24	ARIN	5/30/2018	\$5,900.00	\$23.05
/24	ARIN	5/29/2018	\$4,224.00	\$16.50
/22	ARIN	5/29/2018	\$16,384.00	\$16.00
/19	ARIN	5/29/2018	\$131,072.00	\$16.00
/18	ARIN	5/29/2018	\$262,144.00	\$16.00
/24	ARIN	5/28/2018	\$4,325.00	\$16.89
/23	ARIN	5/28/2018	\$8,960.00	\$17.50
/24	ARIN	5/28/2018	\$4,608.00	\$18.00
/23	ARIN	5/25/2018	\$8,192.00	\$16.00
/24	ARIN	5/25/2018	\$4,480.00	\$17.50
/20	ARIN	5/24/2018	\$65,536.00	\$16.00
/22	ARIN	5/24/2018	\$16,400.00	\$16.02
/21	ARIN	5/24/2018	\$32,768.00	\$16.00
/23	ARIN	5/23/2018	\$8,192.00	\$16.00
/22	ARIN	5/23/2018	\$16,384.00	\$16.00
/21	ARIN	5/22/2018	\$30,720.00	\$15.00
/22	ARIN	5/22/2018	\$16,500.00	\$16.11
/20	ARIN	5/22/2018	\$67,584.00	\$16.50
/22	ARIN	5/21/2018	\$16,384.00	\$16.00
/20	ARIN	5/17/2018	\$63,488.00	\$15.50
/22	ARIN	5/17/2018	\$16,100.00	\$15.72
/24	ARIN	5/17/2018	\$4,224.00	\$16.50
/24	ARIN	5/17/2018	\$4,608.00	\$18.00
/22	ARIN	5/16/2018	\$16,384.00	\$16.00
/21	ARIN	5/15/2018	\$30,720.00	\$15.00

\$16.95

ATTACHMENT 2

ARIN Online
enter 

WHOIS-RWS

Network	
Net Range	167.77.0.0 - 167.77.255.255
CIDR	167.77.0.0/16
Name	DUQLIGHT
Handle	NET-167-77-0-0-1
Parent	NET167 (NET-167-0-0-0-0)
Net Type	Direct Assignment
Origin AS	
Organization	Duquesne Light Company (DEQUES)
Registration Date	1993-05-10
Last Updated	2010-12-27
Comments	
RESTful Link	https://whois.arin.net/rest/net/NET-167-77-0-0-1
See Also	Related POC records.
See Also	Related organization's POC records.
See Also	Related delegations.

ATTACHMENT 3

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azorc-C02RQ1QAG8M1.$ whois -h v4-peer.whois.cymru.com " -v 167.77.0.0"
ER_AS | IP | BGP Prefix | CC | Registry | Allocated | AS Name
154 | 167.77.0.0 | 167.77.0.0/22 | US | arin | 1993-05-11 | DQECOM - DQE Communications Network Services, LLC, US
azorc-C02RQ1QAG8M1.$ whois -h v4-peer.whois.cymru.com " -v 167.77.63.0"
ER_AS | IP | BGP Prefix | CC | Registry | Allocated | AS Name
154 | 167.77.63.0 | 167.77.63.0/24 | US | arin | 1993-05-11 | DQECOM - DQE Communications Network Services, LLC, US
azorc-C02RQ1QAG8M1.$ whois -h v4-peer.whois.cymru.com " -v 167.77.64.0"
ER_AS | IP | BGP Prefix | CC | Registry | Allocated | AS Name
154 | 167.77.64.0 | 167.77.64.0/22 | US | arin | 1993-05-11 | DQECOM - DQE Communications Network Services, LLC, US
azorc-C02RQ1QAG8M1.$

```

ATTACHMENT 4

Announced Prefixes (16821)



Reload this widget by entering a resource here

Show entries

Search:

Prefix	First Seen	Last Seen
209.114.189.0/24	2000-08-18 08:00:00 UTC	2006-04-21 16:00:00 UTC
204.171.181.32/29	2000-09-01 16:00:00 UTC	2005-02-18 08:00:00 UTC
167.77.64.0/22	2018-04-08 08:00:00 UTC	2018-11-07 16:00:00 UTC
167.77.64.0/18	2006-03-23 00:00:00 UTC	2018-04-08 00:00:00 UTC
167.77.63.0/24	2018-04-12 16:00:00 UTC	2018-11-07 16:00:00 UTC
167.77.36.0/24	2000-08-18 08:00:00 UTC	2006-04-21 16:00:00 UTC
167.77.32.0/19	2006-03-26 00:00:00 UTC	2018-04-08 00:00:00 UTC
167.77.131.0/24	2018-03-15 16:00:00 UTC	2018-04-08 00:00:00 UTC
167.77.130.0/24	2018-03-10 00:00:00 UTC	2018-04-08 00:00:00 UTC
167.77.0.0/22	2018-04-08 08:00:00 UTC	2018-11-07 16:00:00 UTC
167.77.0.0/19	2006-04-02 08:00:00 UTC	2018-04-08 00:00:00 UTC

Showing 1 to 11 of 11 entries



Showing results for AS16821 from 2000-08-01 00:00:00 UTC to 2018-11-07 16:00:00 UTC

Results exclude routes with very low visibility (less than 3 RiS full-feed peers seeing).

[source data](#)

[embed code](#) [permalink](#) [info](#)

[Report a bug](#)

AFFILIATE AGREEMENT

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is by and among **DQE Communications LLC**, a Pennsylvania limited liability company ("Buyer"), and **Duquesne Light Company**, a Pennsylvania limited liability company ("Seller").

Seller wants to sell all address rights to a certain set of IP Address (IP Netblock). Buyer wants to purchase those rights and have the IP Netblock transferred from the Seller's ARIN account to an ARIN account designated by Buyer ("Buyer's ARIN account"), having an Organization ID of **DCNSL**.

The sale is agreed by the parties to be an asset sale, effective as of the date of Pennsylvania Public Utility Commission (PA PUC) approval (the "Closing Date").

1. Representations of Seller. Seller represents that it is a Pennsylvania limited liability company in good standing, that it is authorized to enter into this Agreement (subject to PA PUC approval), and that it is the address rights holder for the IP Netblock **167.77.192.0/18** (the "IP Netblock"). Seller warrants it has all rights and title to the IP Netblock free and clear of any other interests, encumbrances or pledges. Seller represents that no other party has made claim to the IP Netblock.

2. Representations of Buyer. Buyer represents that it is a Pennsylvania limited liability company in good standing, that it is authorized to enter into this Agreement, that it is authorized to receive transfers into the Buyer's ARIN account, and that it has pre-approval or can reasonably expect approval of ARIN to receive an IPv4 allocation of at least the size of the IP Netblock.

3. Purchased Assets. The assets to be purchased are as follows (collectively, the "Assets"):

The IP address blocks identified in CIDR notation as **167.77.192.0/18** ("IP Netblock"), including all of Seller's rights, title and interest to this address block.

4. Purchase Price. The purchase price for the Assets ("Purchase Price") is USD \$16.95 per IP address for a total purchase price of **\$277,708.80**. Buyer will pay the Purchase Price to Seller within thirty (30) days of the Closing Date of this agreement, and the Seller will transfer the Assets to the Buyer. As part of the transfer process, ARIN may request additional information from either Buyer or Seller, who will do their best to comply promptly. ARIN will invoice the Buyer for a \$500.00 transfer fee at the conclusion of the transfer process, which the Buyer is responsible for paying.

5. No Assumption of Liabilities. Seller and Buyer agree that Seller is not transferring, and Buyer is not assuming, whether directly or indirectly, any debts, claims, causes of actions, obligations or liabilities of Seller of any kind or nature whatsoever, direct or indirect, fixed or contingent, including, without limitation, any debts, claims, causes of actions, obligations or liabilities (i) under agreements, obligations and commitments which shall not have been expressly assigned by the Seller and assumed by Buyer under this Agreement; (ii) the existence of which would conflict with or constitute a breach of any representation or warranty made by the Seller hereunder; (iii) for Federal, state or local income, excise, franchise, sales, transfer, employment or other taxes, if any, which may have accrued or are otherwise due prior to the Closing Date or which may be imposed on

Seller in connection with the transactions contemplated by this Agreement; (iv) for lawsuits brought, pending or threatened against the Seller or any Assets before or after the date hereof based upon an alleged act or failure to act on the part of Seller or any other party prior to the Closing or in connection with the transactions contemplated hereby; (v) by reason of or for any default or breach by Seller under any agreement or commitment; or (vi) arising in connection with any liquidation and dissolution of Seller.

6. Excluded Assets. Buyer acknowledges and agrees that all assets of Seller are excluded from the sale hereunder except for the Purchased Assets (as defined above).

7. Confidentiality. All information concerning any party to this Agreement that is provided to either other party, other than publicly available information, will be kept in strict confidence by the party to whom such information is provided and will only be used to evaluate matters in connection with this transaction. In the event the transaction fails to close, all documents or other media containing such information will be returned promptly to the party providing such information.

8. Disputes. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall first be negotiated by the parties. Any disagreement or dispute between the parties shall, if not promptly resolved by mutual agreement, be reduced to writing and submitted to the executive officers of each party designated by such party to handle such disputes. Within thirty (30) days of the submittal, such executive officers may, upon mutual agreement, meet to attempt to resolve the dispute. If the executive officers reach an agreement, they shall promptly issue a joint written decision resolving the dispute which shall be binding and final. Should the executive officers be unable to promptly resolve a dispute, this Agreement will terminate.

9. Entire Agreement; Amendment. This agreement represents the entire agreement in relation to the terms of matters contained in this agreement and shall supersede all prior agreements, whether written or oral, between the parties, with respect to its subject matter and there are no covenants, promises, agreements, conditions or understandings, written or oral, except as set forth herein. This Agreement may not be amended, except by an instrument in writing executed by the party against whom such amendment is to be enforced.

10. Remedies. It is specifically understood and agreed that certain breaches of this Agreement may result in irreparable injury to the parties hereto, that the remedies available to the parties at law alone may be an inadequate remedy for such breach, and that, in addition to any other legal or equitable remedies which the parties may have, a party may elect to enforce its rights by an action for specific performance.

11. Further Assurances. From and after the Closing, the Seller agrees that it shall, as long as it is legally and otherwise able to do so, and without further consideration and at any time upon the reasonable written request of the Buyer, take, execute, acknowledge and deliver all such further documents, bills of sale, assignments, transfers, consents and agreements (collectively, "documents") as may be reasonably required to carry out the transactions contemplated by this Agreement.

12. Governing Law. This Agreement shall be governed by, enforced and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regards to its

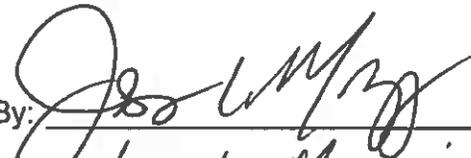
internal conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date set forth opposite their signature.

DUQUESNE LIGHT COMPANY

DQE COMMUNICATIONS LLC

By: 
Name: MARK MEIKO
Title: CIO
Date: 8/1/18

By: 
Name: JAMES W. MOROZZI
Title: President & CEO
Date: July 24, 2018

*BWD
7-24-18*