17. Unbundled Dark Fiber
17.1 General

17.1.1	Description	
A.	For purposes of this Part B, Section 17, the terms "business line," "fiber-based collocator," and "wire center" shall have the meanings set forth in 47 C.F.R. § 51.5, as in effect on and after March 11, 2005.	
B.	**Dark Fiber Loops -** This Part B, Section 17.1.1.B implements certain provisions of the *Order on Remand* issued by the Federal Communications Commission on February 4, 2005, in WC Docket No. 04-313 and CC Docket No. 01-338 (the "*Triennial Review Remand Order*"), and of the regulations promulgated by the FCC pursuant to that order.	
1.	**Limitations on Unbundling Obligation -** Notwithstanding any other provision of this tariff, and subject to the transition plan described in Part B, Section 17.1.1.B.2, below, the Telephone Company will not provide requesting TCs with access to dark fiber loops on an unbundled basis. For purpose of this Part B, Section 17.1.1.B, "dark fiber" (as defined in 47 C.F.R. § 51.319(a)(6)(ii)), is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services.	
2.	**Transition Plan -** For an 18-month period beginning on March 11, 2005, any dark fiber loop UNEs that a TC leases from the Telephone Company as of that date, but which the Telephone Company is not obligated to unbundle pursuant to Part B, Section 17.1.1.B.1, above, shall be available for lease from the Telephone Company at the rates set forth in Part M, Section 2.17.1. Requesting TCs may not obtain new dark fiber loops as unbundled network elements on or after March 11, 2005.	(C)
C.	**Dark Fiber Dedicated Transport -** This Part B, Section 17.1.1.C implements certain provisions of the *Order on Remand* issued by the Federal Communications Commission on February 4, 2005, in WC Docket No. 04-313 and CC Docket No. 01-338 (the "*Triennial Review Remand Order"*), and of the regulations promulgated by the FCC pursuant to that order.	
1.	**Limitations on Unbundling Obligation –**	
a.	Notwithstanding any other provision of this tariff, and subject to the transition plans set forth in Part B, Sections 17.1.1.C.2 and 17.1.1.C.3, below, the Telephone Company will not provide unbundled access to dark fiber dedicated transport, as defined in the introductory paragraph of 47 C.F.R. § 51.319(e)(2)(iv), between any pair of Telephone Company wire centers where both wire centers defining the route are either Tier 1 or Tier 2 wire centers as set forth in 47 C.F.R. §§ 51.319(e)(2)(iv)(A), as in effect on and after March 11, 2005. The Telephone Company shall maintain a list of Tier 1 and Tier 2 wire centers on the Telephone Company's wholesale website.	(C) (C)
b.	Where the Telephone Company is not required to provide unbundled dark fiber dedicated transport pursuant to Part B, Section 17.1.1.C.1.a, above, TCs may not obtain new dark fiber dedicated transport as unbundled network elements on or after March 11, 2005 or more than 30 calendar days from the date such wire center is posted on the Telephone Company's wholesale website, whichever date is later.	(N) (N)
2.	**Transition Plan for Dark Fiber Dedicated Transport in Tier 1 or Tier 2 Wire Centers as of March 11, 2005 -** Any dark fiber dedicated transport UNE that a TC leases from the Telephone Company as of March 11, 2005, but which the Telephone Company is not obligated to unbundle pursuant to Part B, Section 17.1.1.C.1.a, above, shall be available for lease from the Telephone Company until September 10, 2006 at the transition rates set forth in Part M, Section 2.17.1	(C) (C)

17. Unbundled Dark Fiber
17.1 General

17.1.1	Description
C.	(Continued)
3.	**Transition Plan for Dark Fiber Dedicated Transport in Tier 1 or Tier 2 Wire Centers After March 11, 2005 –** In the event that the Telephone Company determines that any pair of wire centers qualify as either Tier 1 or Tier 2 wire centers after March 11, 2005, any dark fiber dedicated transport UNE that a TC leases from the Telephone Company between such wire centers as of the date such wire centers are posted on the Telephone Company's wholesale website shall continue to be available for lease from the Telephone Company at the existing rates set forth in Part M, Section 2.17.1 for a period of 30 calendar days from the date of posting or until September 10, 2006, whichever date is later.
D.	**Discontinuance of Embedded Base of UNE Dark Fiber Loops or Dedicated Transport Arrangements at the Close of the Applicable Transition Period**
1.	**Processing of Conversion/Migration Orders -** TCs may, at any time during the transition period described in Part B, Sections 17.1.1.B.2, 17.1.1.C.2 and 17.1.1.C.3, above, order replacement services that may be available from the Telephone Company under a separate arrangement (e.g., a separate non-section 251 agreement at market-based rates, arrangement under a Telephone Company access tariff, or resale) to replace the TC's embedded base, if any, of UNE dark fiber loops or dedicated transport arrangements that are subject to that transition period. Any such order to convert or migrate to an alternative arrangement must be placed far enough in advance of the close of the applicable transition period to account for any standard intervals that apply, and the TC must complete any preparatory activities in advance such that the conversion or migration order can be provisioned by the close of the applicable transition period.

17. Unbundled Dark Fiber
17.1 General

17.1.1	Description	
D.	**(Continued)**	(N)
a.	**Repricing Pending Actual Conversion or Migration** - The ability of TCs to place advance orders under Part B, Section 17.1.1D.1, above, may result in requests for the Telephone Company to process a significant number of conversions and/or migrations within a short time period. Accordingly, if the Telephone Company does not complete the conversion or migration requested by the TC as of the date requested by the TC, then the Telephone Company may reprice the arrangement effective as of that date by application of the rate(s) that apply to the available replacement service requested by the TC until such time as Telephone Company completes the actual conversion or migration to that available replacement service. Because such repricing may inherently involve, on a temporary basis, the application of rates to a facility or service provisioned through a format for which the Telephone Company's systems are not designed to apply such rates, the Telephone Company may effectuate such repricing by application of a surcharge calculated to make the effective charges equivalent to the available replacement service.	
2.	**Failure of TC to Request Disconnection or Replacement Service by the Close of the Applicable Transition Period -** If the TC has not requested disconnection of the UNE dark fiber loop or dedicated transport arrangement or has not submitted an order for a replacement service in accordance Part B, Section 17.1.1.D.1, above, by the close of the applicable transition period, then the Telephone Company may, at its sole discretion, either: (a) disconnect the arrangement on or at any time after the close of the applicable transition period, provided that the Telephone Company has notified the TC in writing at least thirty (30) days in advance of the disconnection date, or (b) convert or migrate the arrangement to a commercial arrangement the Telephone Company shall identify in writing at least 30 days in advance to the TC, and the rates, terms, and conditions of such arrangement shall apply and be binding upon the TC as of the close of the applicable transition period. However, if the CLEC has notified the Telephone Company prior to the close of the applicable transition period that the CLEC challenges the Telephone Company's determination that access to a UNE dark fiber transport arrangement is not required in accordance with Part B, Section 17.1.1.C, the Telephone Company shall continue to provision the subject element as a UNE and then seek resolution of the dispute by the Department or the FCC. If the dispute is resolved in the Telephone Company's favor, then the CLEC shall compensate the Telephone Company for the difference between the rate applicable for the unbundled network element in question and the rate that would be otherwise charged for use of that element, plus carrying charges, such as interest on such amount, retroactive to the close of the applicable transition period. The Telephone Company also may disconnect the subject dark fiber facility thirty (30) days after the date on which the dispute is resolved in the Telephone Company's favor. In any case, where the TC, within thirty (30) days of the date on which the dispute is resolved, submits a valid ASR for a "lit" service to replace the subject dark fiber facility, the Telephone Company shall continue to provide the dark fiber transport facility at the rates that would be otherwise charged, but only for the duration of the standard interval for installation of the "lit" service.	(N)

17. Unbundled Dark Fiber
17.1 General

17.1.1 Description	
D.	**(Continued)**
a.	**Repricing Pending Actual Conversion or Migration -** If the Telephone Company is unable to complete the conversion or migration described in Part B, Section 17.1.1.D.2 by the applicable date set forth therein, then the Telephone Company may, but shall not be required to, reprice the arrangement by application of the rate(s) that apply to the commercial arrangement effective as of the close of the applicable transition period until such time as the Telephone Company completes the actual conversion or migration described in Part B, Section 17.1.1.D.2. Because such repricing may inherently involve, on a temporary basis, the application of rates to a facility or service provisioned through a format for which the Telephone Company's systems are not designed to apply such rates, the Telephone Company may effectuate such repricing by application of a surcharge calculated to make the effective charges equivalent to the applicable commercial arrangements that the Telephone Company identifies under Part B, Section 17.1.1.D.2. Telephone Company identifies under Part B, Section 17.1.1.D.2.
E.	Pursuant to the *Order on Remand* issued by the Federal Communications Commission on February 4, 2005, in WC Docket No. 04-313 and CC Docket No. 01-338 (the "*Triennial Review Remand Order*"), and the regulations promulgated by the FCC pursuant to that order, a TC's submission to the Telephone Company of an order for unbundled dark fiber dedicated transport shall constitute a certification that, to the best of the TC's knowledge based on diligent inquiry, the order is consistent with the restrictions set forth in Part B, Section 17.1.1.C.1.a, above, and that the TC is entitled to unbundled access to the network element ordered. Such diligent inquiry shall include, at a minimum, review of lists to be provided by the Telephone Company on its wholesale web site of the wire centers that meet specified criteria relating to the number of business lines that are served and the number of fiber-based collocators that are present, and any back-up data that the Telephone Company makes available to the TC under a non-disclosure agreement or that is otherwise available to the TC. When submitting an ASR for unbundled dark fiber transport for which self-certification under this section is required, the CLEC shall follow the Telephone Company's ordering guidelines and provide all specified supporting information on the ASR related to the UNE's eligibility so long as such method is no more onerous than providing certification by letter.
1.	If the Telephone Company wishes to challenge the TC's right to obtain access to the subject fiber transport element pursuant to 47 U.S.C. § 251(c)(3), the Telephone Company will provision the element as a UNE and then seek resolution of the dispute by the Department or the FCC. If it is determined, after completion of the applicable dispute resolution process, that the TC was not entitled to unbundled access to such element, then the Telephone Company may reprice the facilities in question on a going-forward basis and, if the Telephone Company notified the TC of the dispute within 30 days of receipt of the TC's order, backbill the TC to the date on which the element was first provisioned, in the amount of the difference between the rate applicable to unbundled access to the network element in question and the lowest rate that the TC could have otherwise obtained for an analogous arrangement had the TC not ordered such arrangement as a UNE, plus carrying charges, such as interest on such amount. The Telephone Company also may disconnect the subject dark fiber facility thirty (30) days after the date on which the dispute is resolved in the Telephone Company's favor. In any case, where the TC, within thirty (30) days of the date on which the dispute is resolved, submits a valid ASR for a "lit" service to replace the subject dark fiber transport facility, the Telephone Company shall continue to provide the dark fiber transport facility at the rates that would be otherwise charged, but only for the duration of the standard interval for installation of the "lit" service. (N) (N)

17. Unbundled Dark Fiber
17.1 General

17.1.1	Description	
E.	**(Continued)**	(N)
2.	Notwithstanding any other provision of this tariff, the Telephone Company may reject a TC order for unbundled dark fiber transport without first seeking dispute resolution in any case where the TC's order conflicts with a Department or FCC determination that the wire centers involved in the TC order are non-impaired.	
3.	The Telephone Company shall provide the back-up data required by Part B, Section 17.1.1.E no later than ten (10) business days following the TC's written request, but only if a non-nondisclosure agreement covering the back-up data is in effect between the Telephone Company and the TC at that time. Upon the TC's request, the Telephone Company shall update the back-up data to the month in which the TC requests the back-up data; provided, however, that the Telephone Company need not provide the back-up data for a particular wire center for a date later than the original date on which the data must have been current to establish the level of non-impairment (e.g., Tier 2, etc.) that the Telephone Company asserts as to that wire center.	(N)
F.	Dark fiber provides a TC with a continuous fiber optic strand within an existing, in-place Telephone Company fiber optic cable sheath solely for use in the provision of telecommunications services.	
1.	A strand is not considered continuous if splicing is required to provide fiber continuity between locations. If a fiber strand can be made continuous by joining fibers at existing splice points within the same sheath, the Telephone Company will perform such splicing at the TC's request on a time and materials basis.	
2.	A minimum quantity of two fiber strands is required.	
G.	Dark fiber is only available where in-place, spare facilities exist. The Telephone Company will not construct new or additional facilities and will not introduce additional splice points to accommodate dark fiber requests.	
H.	Dark fiber is provided subject to the availability of facilities on a first-come, first-served basis. Reservations for dark fiber are not accepted.	
I.	Unbundled dark fiber may be accessed at existing hard termination points (e.g., fiber distribution frames, industry standard mechanical fiber connectors), at existing splice points (per DTE Phase 4N Order) or, for collocation arrangements, at the fiber tie augment on the POT bay.	
J.	The Telephone Company shall not be required to convert lit fiber to a dark fiber loop or dark fiber IOF for the TC's use.	(T)
1.	Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be dark fiber loops or dark fiber IOF, and, therefore, will not be offered to TCs as dark fiber loops or dark fiber IOF.	
2.	Fiber that has been assigned to fulfill a customer order or for maintenance purposes will not be offered to TCs as dark fiber loops or dark fiber IOF.	
3.	The Telephone Company shall not be required to lease to TCs dark fiber pairs as unbundled dark fiber loops or dark fiber IOF that the Telephone Company has allocated for another TC (e.g. they have been installed or allocated to serve a particular TC in the near future), or allocated for growth or survivability in a particular part of its network as demonstrably necessary to meet its individual short-term needs.	

17.1.2	Regulations
A.	The Telephone Company provides access to the following types of Dark Fiber:
1.	Loop Dark Fiber is provided between the TC's collocation arrangement in the Telephone Company central office and the end user's premises in the same serving wire center.

17. Unbundled Dark Fiber
17.1 General

17.1.2	Regulations
A.	**(Continued)**
2.	IOF Dark Fiber is provided between TC collocation arrangements in Telephone Company central offices or between such arrangements and the TC's central office.
3.	In accordance with the Federal Communication Commission's Report and Order and Order on Remand and Further Notice of Proposed Rulemaking released on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order"), beginning on November 1, 2003 Verizon will no longer provision new orders for IOF Dark Fiber between TC collocation arrangements in the Telephone Company central office and the TC's central office (Dark Fiber Channel Termination) as an unbundled network element under the terms and conditions of this tariff except as otherwise required under an effective interconnection agreement between the Telephone Company and the TC. Existing Dark Fiber Channel Termination arrangements will be discontinued on November 1, 2003, except as otherwise required under an effective interconnection agreement between the Telephone Company and TC.

(X)

17.1.3	Ordering Conditions
A.	Prior to ordering dark fiber, a TC must have the Telephone Company conduct a review of its existing cable records to determine whether spare dark fiber is available by submitting a Dark Fiber Inquiry form.
1.	The Telephone Company's Carrier Account Team Center will be the single point of contact for all unbundled dark fiber requests.
2.	Written requests for dark fiber must designate the two locations between which dark fiber is desired and the quantity of fiber pairs requested. Each request must specify two locations only. Additional locations will require additional requests.
3.	The TC will be charged a Non-recurring Record Review charge to perform the Dark Fiber Inquiry.
B.	**If Spare Fiber Exists—** The Telephone Company will notify the TC and provide the estimated mileage and number of intermediate offices, if applicable. The Telephone Company will also provide an estimate of the applicable rates and charges when the records indicate spare dark fiber may be available. The Telephone Company makes no guarantee as to the length of time the fiber will remain spare. If such fiber does not remain spare and the Telephone Company had provided notification of its availability within the last sixty days to the TC, the Telephone Company will notify the TC that it is no longer available (per DTE Phase 4N Order, Consolidated Arbitration).
1.	The TC may proceed to place an order for a dark fiber UNE via an ASR any time following receipt of a positive Dark Fiber Inquiry response.
C.	**If no Spare Unreserved Fiber Exists—** The Telephone Company will inform the TC as soon as practical. The TC may request documentation supporting that this is the case. The Telephone Company will provide such documentation which may include, at the Telephone Company's sole option, copies of its records or information extracted from its records, omitting all proprietary or confidential information. The Telephone Company will provide such documentation within thirty business days of the TC's request for documentation, except in cases of voluminous requests or large, complex projects (per DTE Phase 4N, Consolidated Arbitration).
1.	The TC will be charged a Non-recurring cable documentation charge for such documentation.

(X)

17. Unbundled Dark Fiber
17.1 General

17.1.4	**Optional Engineering Services**	(C)
A.	At the option of the TC, the following optional engineering services regarding dark fiber are available. Before undertaking any work on a time and materials basis, the Telephone Company will provide the TC with a written estimate of the time and cost associated for the requested work. The Telephone Company will proceed with the work only upon receipt of the TC's written authorization and full payment of the estimated charges. The TC will be billed charges as detailed in Part M Section 2.	(C)
B.	**Serving Wire Center Fiber Layout Map** A TC may request a fiber layout map for a wire center for preliminary design purposes only. The map will show the routes within the wire center where there are existing Telephone Company fiber cable sheaths.	(C)
1.	Serving Wire Center Fiber layout maps are based upon the Telephone Company's existing records and are provided subject to a proprietary agreement (per DTE MA 4N Order). Said agreement shall limit disclosure to personnel of the TC that have a need for fiber layout information solely for the purpose of designing the TC network within the serving wire center.	(T) (T)
2.	A TC's written request for a serving wire center fiber layout map for a wire center shall be sent to the collocation project manager . The Telephone Company will charge the TC requesting the map on a time and materials basis for all work performed by the Telephone Company in connection with creating the map. Within 15 business days of receipt of the TC's written request, and before undertaking any work to create the map, the Telephone Company will provide the TC with a written estimate of the time and cost associated with creating the map. The Telephone Company will proceed with the work to create the map only upon receipt of the TC's written authorization and full payment of the estimated charges. Upon completion of the work to create a map, the Telephone Company will provide the TC with a final statement of the total costs incurred to perform the work and either issue a bill or provide a credit for the difference between the estimated and actual costs.	(C) (C)
3.	If another TC submits a written request for a fiber layout map for the same wire center, the Telephone Company will provide the map to the other TC subject to the same non-disclosure agreement. The Telephone Company will charge the TC requesting the map on a time and materials basis for all work performed by the Telephone Company to reproduce and update the map. Before undertaking any work to reproduce and update the map, the Telephone Company will provide the TC with a written estimate of the time and cost associated with providing the map. The Telephone Company will proceed with the work to reproduce and update the map only upon receipt of the TC's written authorization and full payment.	(T)

17. Unbundled Dark Fiber
17.1 General

17.1.5 Optional Engineering Services		(T)
C.	**Field Survey** At the option of the TC, the TC may request a field survey in order to verify the availability of dark fiber pairs and that such pairs are not defective or have not been used by the Telephone Company personnel for prior emergency restoration activity. Fiber pairs will be tested by placing a light source on the individual fibers and measuring the end-to-end loss utilizing industry standard fiber optic test equipment. Results will be documented and provided to the TC. The TC will be charged time and materials for the field survey.	(C) (C)
D.	**Testing** After a dark fiber circuit is provisioned the TC may request testing of the dark fiber circuit to determine actual transmission characteristics. If the TC subsequently determines that the dark fiber circuit provided by the Telephone Company is not suitable, it must submit a request to disconnect the dark fiber circuit. The TC will be charged time and materials for the testing.	(C) (C)
E.	**Cleaning Connectors** A TC may request that the Telephone Company clean the connectors on an unbundled dark fiber network element in order to remove non-embedded contaminants. The TC will be charged time and materials for all work performed related to cleaning connectors.	(N)
F.	**Retrofitting Connectors** A TC may request that the Telephone company retrofit older connectors on an unbundled network element with the Telephone Company's currently approved connectors in order to try to improve the transmission characteristics of the network element. The Telephone Company will not retrofit older connectors if there is a risk of disrupting existing fiber optic services on the same ribbon (e.g., connectors will not be retrofitted if there are other working optical services in the same fiber ribbon as the TC's dark fibers). As standard business practice calls for all connectors in a ribbon to be retrofitted at the same time, the requesting TC will be charged time and materials to retrofit every connector on a ribbon and for all work performed related thereto, regardless of who uses the individual strands.	(N)

17. Unbundled Dark Fiber
17.2 Responsibility of the Telephone Company

17.2.1	Description
A.	The Telephone Company does not guarantee or make any warranty with respect to the accuracy or completeness of its cable records.
B.	Telephone Company technicians will perform all installation and cross-connect work at the splice point, including interconnection, using current splicing methods, to a fiber optic cable provided, installed and maintained by a TC.
C.	Dark fiber, where available, conformed to those Telephone Company standard transmission characteristics in place at the time the fiber was installed. The Telephone Company will not re-terminate or re-splice fibers in order to improve transmission characteristics.
D.	The Telephone Company does not guarantee the transmission characteristics of dark fiber will remain constant over time.
E.	Where dark fiber terminates at a fiber distribution frame, the Telephone Company will place a jumper cable connecting the pair on the Telephone Company's fiber distribution frame to the TC's demarcation point.
F.	Where dark fiber terminates at a collocation arrangement, the Telephone Company will place a jumper cable connecting the pair on the Telephone Company's fiber distribution frame to the TC's fiber tie augment on the POT bay.
G.	The Telephone Company will provide intermediate cross-connections between fiber distribution frames in intermediate wire center(s).
H.	The Telephone Company reserves the right to petition for relief from its obligation to provide dark fiber if it believes that a TC request would strand an unreasonable amount of fiber capacity or would result in service disruption or degradation of service to other customers.
I.	In the event the Telephone Company must perform emergency cable restoration to its own facilities, all efforts will be made to restore the TC's leased unbundled dark fiber pairs in the same manner as other fibers in the same cable sheath using Telephone Company standard restoration procedures.

17. Unbundled Dark Fiber
17.3 Responsibility of the TC

17.3.1	Description	
A.	The TC assumes all risks of ordering dark fiber based solely on the Telephone Company's cable records review including, but not limited to, service order charges and/or cancellation charges if it is subsequently determined that dark fiber is not available.	
B.	The TC is responsible for determining whether the transmission characteristics of the dark fiber provided by the Telephone Company will accommodate its requirements.	
C.	The TC is responsible for obtaining all rights of way, conduit, duct and pole space required for the CLEC-provided cable.	
D.	The TC is responsible for obtaining any governmental or private property permit, easement or other authorization or approval required for access to dark fiber.	(C)
E.	Establishment of applicable fiber optic transmission equipment or intermediate repeaters needed to power unbundled dark fiber in order to transmit information is the responsibility of the TC.	
F.	The TC assumes all risks associated with the unforeseen introduction of future splices on dark fiber.	
G.	The TC is responsible for establishing a fiber patch panel (at a location determined by the Telephone Company) which will serve as the demarcation point when dark fiber terminates in a location other than a Telephone Company wire center.	(C) (C)
H.	The TC is responsible for ensuring that appropriate cross connects and POT bay terminations are in place prior to submitting an order for unbundled dark fiber.	(C) (C)
I.	The TC accepts the environmental risks inherent in outside plant construction.	
J.	Upon notification by the Telephone Company, the TC must also agree to cooperate with the Telephone Company for normal cable maintenance activity (e.g., cable rearrangements, etc.).	

17. Unbundled Dark Fiber
17.4 Regulations

17.4.1	Reserving Fiber Pairs	
A.	The Telephone Company will only reserve fiber pairs for known future growth. However, where the Telephone Company has received a specific order for fiber-related service from a given customer, the fiber will be reserved for that customer.	(C) (C)

17.4.2	Maintenance Spares
A.	In order to maintain network survivability and reliability of the Telephone Company network, the Telephone Company reserves the right to designate up to five percent of fibers in a sheath with a minimum of two fibers in cables with twelve to twenty-four fibers and no more than twelve fibers in larger fiber cables as maintenance spares. These maintenance spares are not available for dark fiber.
1.	If the Telephone Company denies a request for dark fiber and has reserved fibers in excess of these amounts for its own business needs, the Telephone Company shall inform the TC of its doing so, and the reasons therefore. The dispute resolution procedures set forth in this tariff will govern any ensuing disagreement between the TC and the Telephone Company.

17.4.3	Billing of Rates and Charges	
A.	The Telephone Company will commence billing applicable NRCs and monthly rates for unbundled dark fiber upon completion of the service order on the requested due date.	
B.	Mileage will be measured using the V&H coordinates method between the two locations as set forth in the NECA Tariff FCC No. 4. Any fractional unit will be rounded up to the next higher unit before applying rates.	(C) (C)

17.4.4	Request for Service Date Change	
A.	The TC may submit to the Carrier Account Team Center (CATC) a written supplement to the original ASR requesting a change of service date for the unbundled dark fiber request, but the new service date may not exceed the original service date by more than thirty calendar days. The TC will be billed a service date change charge (NRC) to delay the start of service.	(C)
1.	If the TC's requested service date is more than thirty calendar days after the original service date, or if the TC is unable to accept the unbundled dark fiber within thirty calendar days of the original service date, the TC's order for unbundled dark fiber will be cancelled by the CATC representative on the thirty-first day and cancellation charges will apply. In addition, the pairs requested on the cancelled order(s) will not be reserved for the TC and will be returned to available inventory.	(C)

17. Unbundled Dark Fiber
17.5 Application of Rates and Charges

17.5.1	Non Recurring Charges	
A.	**Non Recurring Charges**	
1.	A Service Order charge applies, per service order, as set forth in Part A, Section 3.3.2.	
2.	The Record Review charge applies per request, as set forth in Part B Section 17.1.3.B.	
3.	The Service Date Change charge applies, per fiber pair, when the TC requests a change of due date, as set forth in Part A, Section 3.3.2 following. The new due date may not exceed the original due date by more than 30 calendar day.	
4.	The Service Connection- CO Wiring charge applies per fiber pair, as set forth in Part A, Section 3.3.2.	
5.	The Service Connection- Other charge applies per fiber pair, as set forth in Part A, Section 3.3.2.	
6.	The Installation Dispatch charge may apply in limited cases as described in Part A, Section 3.3.2.A.6.	(C)
7.	The intermediate office charge applies per pair per intermediate office as set forth in Part M Section 2.16.1.	(N)
8.	The cable documentation charge applies per request to reimburse the Telephone Company for the cost incurred in providing the TC with the documentation described in Part B, Section 17.1.3.C.	(N)

17.5.2	Monthly Rates	(C)
A.	The Dark Fiber IOF Mileage rate applies on a per 1/10 mile basis, per fiber pair, when IOF dark fiber is between two Telephone Company offices as set forth in Part M, Section 2. A minimum of one mile applies.	
B.	The Dark Fiber Loop rates apply on a fixed and a per 1/10 mile basis, per fiber pair, as set forth in Part M, Section 2 following. The Loop fixed rate will be applied on a deaveraged basis. The amount billed will be the resulting mileage charge as calculated in Section 17.4.3.B plus the corresponding fixed rate. A minimum of 1/10 mile applies. The Serving Wire Center rate applies, per fiber pair, for each end originating or terminating at a Telephone Company office as set forth in Part M, Section 2.	
C.	The Dark Fiber Channel Termination rate applies on a fixed and per 1/10 mile basis, per fiber pair, when IOF dark fiber is between a Telephone Company office and a TC office within the same serving wire center as set forth in Part M, Section 2 following. The amount billed will be the resulting mileage charge as calculated in Section 17.4.3.B plus the fixed rate. A minimum of 1/10 mile applies.	
D.	The Serving Wire Center rate applies, per fiber pair, for each end originating or terminating at a Telephone Company office as set forth in Part M, Section 2 following.	(C)
E.	The intermediate office rate applies per fiber pair, per intermediate office to recover the capital cost, installation and maintenance of the FDF and the fiber jumpers at an intermediate office.	(N) (N)

17. Unbundled Dark Fiber
17.5 Application of Rates and Charges

17.5.3	Time and Materials	
A.	Time and Materials rates and charges apply as follows.	(X)
1.	When a TC requests a new serving wire center fiber layout map or an update to or copy of an existing fiber layout map (per DTE Phase 4N Order).	(C)
2.		(D)
3.	When a TC requests a field survey.	
4.	When a TC requests testing.	
5.	When a TC requests connectors to be cleaned.	(C)
6.	When a TC requests connectors to be retrofitted.	(N)
7.	When the Telephone Company performs a splice or related work.	(T)(X)
B.		(D) (D)

17.5.4	Collocation Charges
A.	Collocation SAC or IAC charges, as appropriate, will also apply (refer to Part E).