ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

PREFILED DIRECT TESTIMONY OF

RON LINDEMANN

ON BEHALF OF

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.

AND

TCG SOUTH FLORIDA, INC.

DOCKET NO. 000731-TP

NOVEMBER 16, 2000

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Q: PLEASE STATE YOUR NAME AND ADDRESS.

A: My name is Ron Lindemann, and my business address is 600 N Pine Island Road, Plantation, Florida, 33324.

Q: BY WHOM ARE YOU EMPLOYED AND IN WHAT POSITION?

A: I am employed by MediaOne, a subsidiary of AT&T Corp. In Florida MediaOne operates under the name of AT&T Broadband. My job title is Director of Operations and New Product Launch for the Florida market. My responsibilities include overseeing overall operations of the Telephone and High Speed Data lines of business. Additionally, I am responsible to launch these new products in recently rebuilt and acquired properties of AT&T.

Q: PLEASE RELATE YOUR EXPERIENCE IN THE TELECOMMUNICATIONS INDUSTRY.

A: Since 1970, I have held a variety of positions in the telecommunications industry principally with my former employer NYNEX New York. Most

of my experience is in field operations although I have also held positions in sales, marketing, and various staff positions. I retired from NYNEX in 1996 and began a new career with Continental Cablevision. I assisted in the launch of the telephone business for Continental Cablevision in South Florida. Continental Cablevision was acquired by MediaOne. MediaOne was, in turn, recently acquired by AT&T.

Q: IN WHAT CAPACITY ARE YOU APPEARING IN THIS PROCEEDING?

A: Although I am an employee of AT&T Broadband, I have an expertise in providing facilities based telephone service over coaxial cable and am familiar with MDU arrangements. As such, my services have been requested by AT&T Communications of the Southern States, Inc. and TCG South Florida (collectively "AT&T").

Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A: My testimony will address issue 8 with respect to the terms and conditions which should apply for AT&T to gain access to use BellSouth facilities to serve multi-unit installations. I will present the proposal AT&T has advocated in the negotiations and explain why that proposal will create parity among all local exchange carriers ('LECs") who serve MDU residents, without jeopardizing any customer's service. I will describe the proposal BellSouth has advocated in its interconnection negotiations with AT&T for the provision of unbundled network terminating wire (NTW) for residential apartments and intrabuilding network cable (INC) for residential and business unit buildings (I will refer to both types of

buildings as "MDUs"). I will also describe the problems BellSouth's proposal creates for alternative local exchange carriers ("ALECs") who wish to serve MDU customers.

Q: HOW IMPORTANT IS THE MDU MARKET IN FLORIDA?

A: The MDU market in Florida constitutes a significant segment of the local telephone service market. If you consider the main metropolitan Florida markets – Miami-Dade, Broward, Palm Beach, and Orlando, for example, MDUs are very prevalent; in fact in some service areas 40% or more of households are apartments. The ability to access this market is crucial to the development of competition in the telecommunications industry.

Q: WHAT IS AT&T'S POSITION WITH RESPECT TO BUILDING ACCESS IN THIS PROCEEDING?

A: For MDU situations, AT&T believes that there should be a single point of interconnection for ALECs and that this single point of interconnection should be fully accessible by AT&T technicians. This single point would permit AT&T to have direct access to the end user customer, thus enabling us to provision service quickly, easily, and on equal footing with BellSouth. Furthermore, AT&T should have access to the first pair of network terminating wire ("NTW") when a customer is acquired in an MDU environment. Finally, the AT&T position is consistent with what other incumbent LECs ("ILECs") offer to AT&T and other competing local carriers in other regions.

Q: WHAT POSITION HAS BELLSOUTH TAKEN ON THIS ISSUE?

A: BellSouth continues to argue that AT&T should have access to inside wire by means of a superfluous intermediate "access terminal." In other words, in addition to the BellSouth and AT&T or other ALEC terminals, there would be an extra terminal installed by BellSouth through which each carrier would connect to have access to each end user customer (through NTW or INC). With respect to the first pair of INC, BellSouth will permit use of the first pair only if BellSouth is not currently using it (i.e., only if it is "available"). The practical effect is that AT&T would not have access to the first pair, thus forcing AT&T to incur the cost of rearranging the wire and jacks inside the unit. for a multi-office, multi-line customer in a high rise building, this could precipitate substantial cost and substantial delay in the provision of service.

Q: HAVE YOU PREPARED AN EXHIBIT REFLECTING THE POSITIONS OF AT&T AND BELLSOUTH?

A: Yes. Exhibit RL-1 is a schematic that shows AT&T's position regarding wiring closet and garden terminal scenarios. It shows that AT&T could interconnect with the NTW or INC directly at an existing BellSouth terminal. My exhibit RL-2 is a copy of the "BellSouth Unbundled Network Terminating Wire, CLEC Information Package" that provides additional information regarding BellSouth's approach. Under Bell's proposal, AT&T would connect its terminal to the intermediary access terminal to then reach the NTW or INC. (RL-2, p. 6 & 7) I have also attached as Exhibit RL-3 a copy of a hearing exhibit from the Georgia

AT&T-BellSouth Arbitration that purports to demonstrate BellSouth's proposal. It appears that these two BellSouth documents are inconsistent with each other on some parts, but in either case are still inappropriate and in violation of the requirements I describe more fully below.

Q: WHY DOES AT&T OBJECT TO BELLSOUTH'S PROPOSAL?

A: BellSouth's proposal is unnecessary, inefficient, costly, and it discriminates against the ALECs. It indeed makes an ALEC's use of inside wire virtually impossible and it is not logical or reasonable.

BellSouth is pretty much the only ILEC that continues to refuse to provide access to MDUs in the manner proposed by AT&T in this proceeding. ILECs such as SBC, Verizon, Quest, and Sprint all provide MDU access consistent with AT&T's proposed approach. Indeed, the FCC's order on subloop unbundling creates a presumption that if one ILEC provides service in a particular manner, then all should. I should add that consistent with this policy, MediaOne in Florida has made MDU access available to BellSouth and other carriers in the same manner as AT&T now recommends for BellSouth.

Q: HOW WOULD BELLSOUTH'S PROPOSAL HINDER AT&T'S EFFORTS TO MARKET TELEPHONE SERVICE TO MDU CUSTOMERS?

A: Under BellSouth's proposal, only BellSouth has access to existing cross-connect blocks on which the inside wire terminates. If BellSouth has its way, provisioning an inside wire pair for an ALEC will require BellSouth to send out a technician to connect tie cable pairs between the existing

inside wire cross connect block and the new access terminal and also remove its original jumper between the inside wire cross connect block and the BellSouth distribution facilities cross connect block. When BellSouth provisions service for one of its own retail MDU customers, it has no need to call out an ALEC technician, even if it is disconnecting ALEC service. Indeed, BellSouth can often provision service without dispatching a technician; yet, its proposal would always require the presence of a BellSouth technician, at ALEC expense, when the ALEC provisions service.

Q: HOW WOULD THIS PROPOSAL IMPEDE AT&T'S ABILITY TO SERVE MDU CUSTOMERS?

A: The disparity between BellSouth's provision of inside wire to its competitors and its own use of those facilities imposes significant and totally unnecessary burdens on ALECs in at least three ways.

First, the ALEC must pay BellSouth every time BellSouth sends a technician to provision an inside wire pair for the ALEC. It is true that the ALEC could reduce these charges by ordering "available" inside wire pairs to every unit in the building, but it then must pay BellSouth a monthly charge for each pair, whether it has a customer for that pair, or not. Either way, the ALEC's costs would be driven up without it receiving any benefit, and thus ALECs would be placed at a competitive disadvantage to BellSouth. Moreover, because a significant proportion of AT&T's customers purchase two lines, obtaining only one pair per MDU

unit would still require AT&T to pay BellSouth for dispatching a technician in many instances to install the second pair. Obtaining two inside wire pairs to each unit in an MDU (if they are available) doubles the monthly cost to the ALEC, regardless of whether it has any customers. Alternatively, the ALEC can choose to order inside wire only as it acquires customers, but then it must pay BellSouth every time (after the first time) BellSouth dispatches a technician to connect tie cable pairs to the new access terminal and remove existing BellSouth jumpers between the original BellSouth cross-connects. Again, the ALEC's expenses are increased dramatically, and particularly so in comparison to BellSouth's expenses. Second, unless the ALEC chooses to pre-wire inside wire pairs to all units, it will need to coordinate visits by its own technician and a BellSouth technician to ensure that BellSouth has completed its work before the AT&T technician arrives, or else the service will not work. Coordinating our own technicians' schedules with our customers' schedules is a significant task; coordinating a visit by a BellSouth technician as well complicates this matter even further.

Finally, BellSouth's proposal does not include a network interface device (NID). Therefore, unless BellSouth provides access to the "first" pair (the pair connected to line 1 of the inside wire within a given unit), the ALEC must undertake the task of locating the "first" jack within the residential or business unit – the point at which BellSouth's facilities enter the unit. As I will explain below, this is a significant task, and it would

add significantly to the ALECs' costs. Again, BellSouth's proposal would put the ALECs at an enormous competitive disadvantage as they attempt to serve MDU customers. First, the ALEC must arrange and pay for the dispatch of a BellSouth technician to rearrange the inside wire. Second, unless BellSouth is willing to give ALECs access to the first inside wire pair at the SPOI, an ALEC technician must locate the first jack in the unit and rearrange the wiring there. These tasks are not at all necessary; they simply inflate the ALECs' costs and make it more difficult for the ALECs to win customers in MDUs. I would add that in other proceedings BellSouth has expressed its concern that allowing access as proposed by AT&T would present unnecessary risk and could result in incorrect inventory and difficulty in maintaining records. Those simply are not legitimate concerns and I will address those later in my testimony.

Q: WHY DO YOU SAY THESE TASKS ARE UNNECESSARY?

A: They serve no useful purpose. As I will explain below, ALEC technicians are fully capable of rearranging inside wire without disrupting other customers' service or otherwise harming BellSouth's facilities. And, if the ALECs can use the first pair to serve an MDU customer, there is no need to rearrange the wiring inside the unit. Without access to the first pair, AT&T's cost to provide service would be driven up substantially.

Q: WHY DO YOU SAY THAT THE TWO BELLSOUTH CONCERNS YOU CITED ARE NOT LEGITIMATE CONCERNS?

A: First, BellSouth considers that access by a non-BellSouth technician may present unnecessary risk to the BellSouth network because of a mistake by the technician. Second, BellSouth expresses concern that unless they have a technician present they would not know what changes are made; thus their records will not be accurate. BellSouth's solution to both concerns is to add an intermediary access terminal. This proposed "solution" does not answer these concerns, but only adds another layer to the system.

Q: HOW DOES BELLSOUTH ADDRESS ALEC ACCESS TO THE FIRST PAIR OR SPARE NTW PAIRS?

A: BellSouth proposes to relinquish the first INC pair and make it available to AT&T unless BellSouth is using the first NTW pair to concurrently serve the end user requesting service from AT&T. Therefore, BellSouth proposes that the SPOI provide access only to those pairs that they define as available, that is, the pairs not being utilized by BellSouth. This implies that pairs already in use will not be run through the SPOI. The problem with this position is apparent in the case where AT&T wins a customer who has one existing line from BellSouth, AT&T would still need to rely on coordination with the BellSouth technician not only to provision that customer to AT&T at the cross connect panel, but also to attach the now available inside wire pair to the SPOI (which is not truly a SPOI because it does not offer access to all pairs). Not only does this create an anti-competitive environment for AT&T, but it also leaves the customer with

the real risk of losing service during the coordination time as both companies re-work the facilities.

This proposal by BellSouth defeats the intent of the FCC in promulgating the SPOI concept to ensure that ALECs have complete access to all inside wire pairs in an MDU setting. In addition, this position makes it economically prohibitive for an ALEC to serve MDU customers.

Q: WITHOUT THE ABILITY TO ACCESS ALL INSIDE WIRE PAIRS, HOW WOULD AT&T SERVE MDU CUSTOMERS?

A: Unless AT&T can access the first available pair, the "available" inside wire would have to be rearranged at the "first jack" or a NID at the customer's point of demarcation. BellSouth defines the NID to include "modular plug and jack and jack connectivity that facilitates an end user's access to either or both carriers' services," and argues that this type of "condominium" NID can be used by AT&T and others to provide service without rearranging inside wire. However, this approach is subject to significant limitations that which severely limit its usefulness.

Q: PLEASE ELABORATE.

A: In the MediaOne/BellSouth arbitration proceeding in Florida (FPSC Docket No. 990149-TP), BellSouth claimed that the Siecor INI-200 is a

"condominium NID", and that it could be used to facilitate access to two carrier's services.[1]

Essentially, the Siecor device is a two-line jack that enables the customer to access either of two wire pairs where they enter the premises.[2] If AT&T cannot access the first available pair, the device could be connected to inside wire Pairs One and Two. The customer could then switch his or her service from Pair One to Pair Two by unplugging the telephone set from the Pair One jack (on the front of the device) and plugging it into the Pair Two jack (on the side of the device). Unfortunately, this will only work on the actual Siecor device itself, which will be installed as the first jack, where the inside wire enters the premises. If the customer has additional telephones (as most people do), she or he cannot simply plug them into other jacks on the premises; doing so will simply connect the telephone back to Pair One, which is now inactive. In order to gain access to Pair Two at these jacks, the customer must have "splitters" installed at each jack (other than the first jack) they wish to plug into.

[1]Although BellSouth apparently believes the Siecor device is a "condominium NID", it fails to meet BellSouth's own definition of a NID. Thus, it is not clear that BellSouth would actually agree to allow the device to be utilized or that it would qualify as a point of demarcation. BellSouth's proposed contract language includes a definition of "network Interface Device," which states that it "provides a protective ground connection." The Siecor device provides no protective ground connection, so it is not a "NID" as BellSouth defines that term. (as an aside, AT&T notes that it is not necessary to have a grounded NID; so long as the premises wiring is properly grounded at the MPOE where it enters the building, there is no need to ground the facilities at each unit.)

[2]The Siecor device also provides test access back toward the network for either of the pairs connected to it.

Q: IS THAT A PROBLEM?

A: While splitters are easily plugged into the jack, they do raise concerns. First, AT&T must provide the splitters at its expense. They cost about $3.50 each, so AT&T's cost of provisioning service to a new customer increases by $3.50 times the number of additional jacks the customer wishes to plug into. Whatever that amount turns out to be, it is a cost BellSouth does not have to bear to serve its own customers. Moreover, AT&T will likely lose whatever it has paid for splitters in the event that service to the unit reverts back to BellSouth. When that happens, the customer no longer needs the splitters, and they will likely disappear in a drawer or in the trash. The splitters are also somewhat inconvenient for customers to use. They typically have a jack for line one, a jack for line two, and a jack for both lines (for two-line telephones); though the jacks are labeled, the labeling is small and can be difficult to read, so that customers will frequently find the right jack only by trial and error. Finally, the splitter sticks out from the wall about an inch, which gives the installation a "jerry-built" appearance some customers might find objectionable. Again, BellSouth's proposal would free BellSouth – and only BellSouth – from all these problems.

Q: WHAT BENEFIT WOULD AT&T OBTAIN FROM INSTALLING THE SIECOR DEVICE IN EXISTING MDUS?

A: None.

Q: PLEASE DESCRIBE AT&T'S INSIDE WIRE PROPOSAL.

A: AT&T proposes that, where feasible, all LECs – including BellSouth – should obtain access to all inside wire pairs via a SPOI at the MPOE. In most MDUs, we believe that the cross-connect facility on which the inside wire now terminates can serve as the SPOI. This means no additional device needs to be installed by BellSouth in order for ALECs or BellSouth to gain access to all inside wire pairs. In MDUs where it is necessary to install new equipment to have a SPOI that is accessible by all LECs, BellSouth would be responsible for the necessary rearrangements and installations, and it would then charge ALECs for the use of the SPOI as a part of its charges for inside wire. In some MDUs (such as certain garden apartment complexes), there may be no suitable location for a SPOI. In such a case, all LECs – again including BellSouth – would get access to inside wire at BellSouth's existing garden terminals, if those terminals are suitable for access by multiple carriers. If the existing terminals are not suitable for such access, BellSouth could meet its SPOI obligation by installing accessible garden terminals for use by all LECs, including BellSouth.

Under AT&T's proposal, all LECs – including BellSouth – would have equal access to inside wire at the SPOI, enabling all of them to provision service quickly, easily and on an equal footing. AT&T's proposal is depicted schematically on my Exhibit RL-1.

Q: HOW WOULD BELLSOUTH AND AN ALEC ACCESS INSIDE WIRE?

A: Assume there is an existing BellSouth customer with service in an MDU. If ALEC-1 wins that customer's business, its technician will simply disconnect BellSouth's jumper and connect a new jumper between ALEC-1 and the SPOI, thereby connecting its facilities to the first inside wire pair. If another ALEC, or BellSouth, subsequently wins the customer, it can provision its service in the same manner.

Q: IS THIS A DIFFICULT PROCEDURE?

A: Not at all. Any competent technician can perform these tasks in minutes.

Q: HOW WILL THE ALECS' TECHNICIANS KNOW WHICH TERMINATIONS TO DISCONNECT AND THEN RECONNECT?

A: The short answer is that they should be able to ascertain this the same way BellSouth does. BellSouth should have the information in its Design Layout Records ("DLRs"), which indicate exactly which pairs serve which units. I recommend that the Commission adopt AT&T's proposal and require BellSouth to provide ALECs with copies of its DLRs. If BellSouth's DLRs do not indicate which pairs serve which units, the Commission should require the parties to establish a method of marking that information on the SPOI. Otherwise, LEC technicians would be forced to enter the premises and connect a test-tone generator to a jack within the unit, and then identify the associated termination of inside wire at the wiring closet cross-connect block. This is obviously a very labor-intensive undertaking. The Commission should understand, however, that all LECs – including BellSouth – would be faced with this difficulty.

Q: DOES AT&T'S PROPOSAL RESOLVE ALL THE PROBLEMS YOU NOTED WITH BELLSOUTH'S PROPOSAL?

A: Yes. Unlike BellSouth's NTW/INC proposal, AT&T's inside wire proposal would provide all ALECs and BellSouth with the same access to the SPOI, thus enabling them to provision service to a customer without involving the customer's current LEC. That eliminates the cost disadvantage imposed on the ALECs by BellSouth's proposal. It also eliminates the need to coordinate the scheduling of technicians from the two companies. Finally, it establishes the single point of interconnection to inside wire at the MPOE, rather than at multiple intermediate points, or within the individual units. That means customers need not suffer the inconvenience of having technicians enter their homes to install or rewire a NID every time they change local providers. Indeed, under AT&T's proposal, an ALEC or BellSouth technician can provision service to a unit without ever having to enter that unit. AT&T's proposal puts all ALECs and BellSouth on an equal footing, and it will finally bring real competition to the MDUs in BellSouth's serving territory.

Q: YOU MENTIONED THE FLORIDA MEDIAONE ARBITRATION. WHAT DID THIS COMMISSION DECIDE IN THAT PROCEEDING?

A: With respect to the issue I address, the Commission was reluctant to require the interconnection as requested by MediaOne, which is similar to that requested by AT&T. The commission did, however, require BellSouth to relinquish the first NTW pair and make it available.

Q: WOULD AT&T'S PROPOSAL JEOPARDIZE THE SERVICE OF OTHER BELLSOUTH CUSTOMERS?

A: No. AT&T's technicians can effect the necessary rearrangements in moments, with no jeopardy to other customers' service. The arrangement proposed by AT&T is very similar to rearrangement and maintenance access found between certified carriers at IXC/LEC points of presence, and connection activities between local exchange carriers. Both certificated parties are responsible to safeguard customer service and networks.

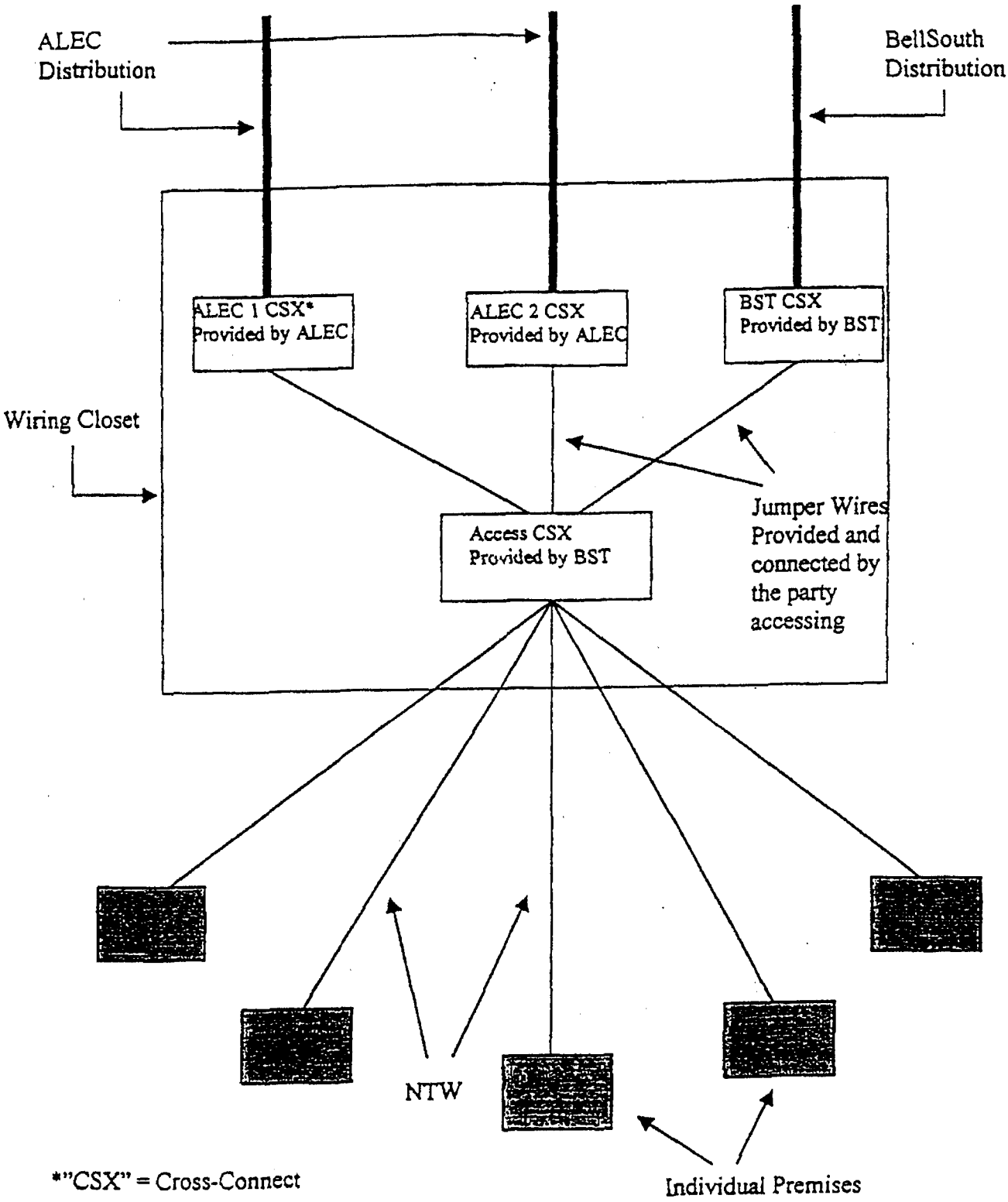
Q: IS AT&T'S PROPOSAL ANY DIFFERENT WHETHER THE PARTICULAR MDU IS A GARDEN-STYLE APARTMENT OR A HIGH RISE CONDOMINIUM OR OFFICE BUILDING?

A: No. What AT&T is proposing fits into all types of complexes where more than a single family resides or a single business operates.

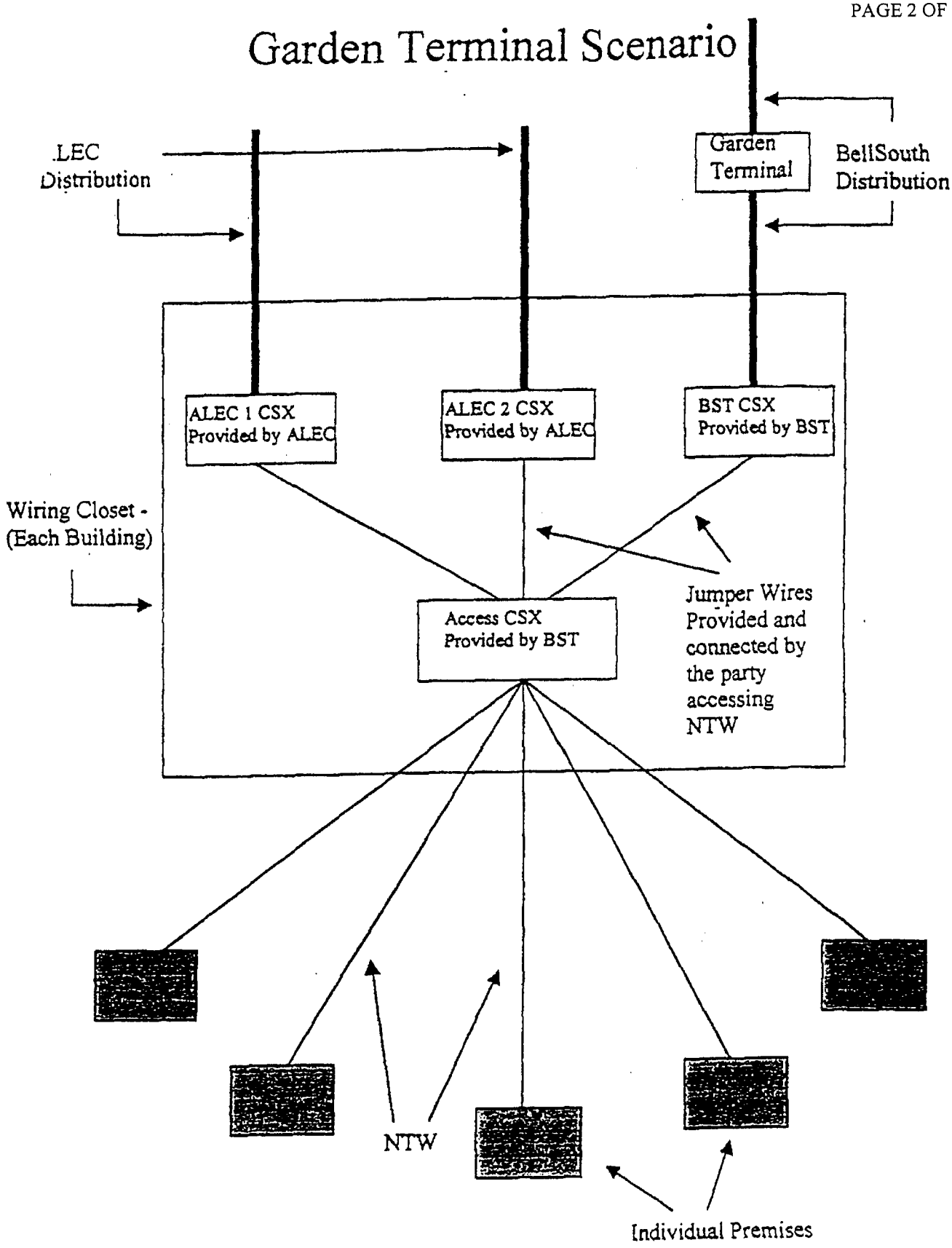
Q: DOES THAT CONCLUDE YOUR DIRECT TESTIMONY?

A: Yes.

Wiring Closet Scenario



Garden Terminal Scenario



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BellSouth Unbundled Network Terminating Wire

CLEC
Information Package

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BellSouth Unbundled Network Terminating Wire

****DISCLAIMER****

The information contained in this document is subject to change. Please contact your BellSouth Account Manager if you have any questions about the information contained herein. BellSouth will notify you of the changes made to the document.

BellSouth Unbundled Network Terminating Wire

Service Description

Unbundled Network Terminating Wire (UNTW) is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the loop, which, in multi-subscriber configurations, represents the point at which, the network branches out to serve individual subscribers.

Basic Service Features

This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns wiring all the way to the end-users premises. BellSouth will not provide this element in those locations where the property owner provides its own wiring to the end-user's premises, where a third party owns the wiring to the end-user's premises or where the property owner will not allow BellSouth to place its facilities to the end user.

In a MDU/MTU Wiring Closet scenario, BellSouth will provide access to all UNTW pairs on an Access Terminal (66 type block) installed for CLEC access to the UNTW inside each Wiring Closet requested by the CLEC. The CLEC will deliver and connect its central office facilities to the UNTW pairs on the Access Terminal.

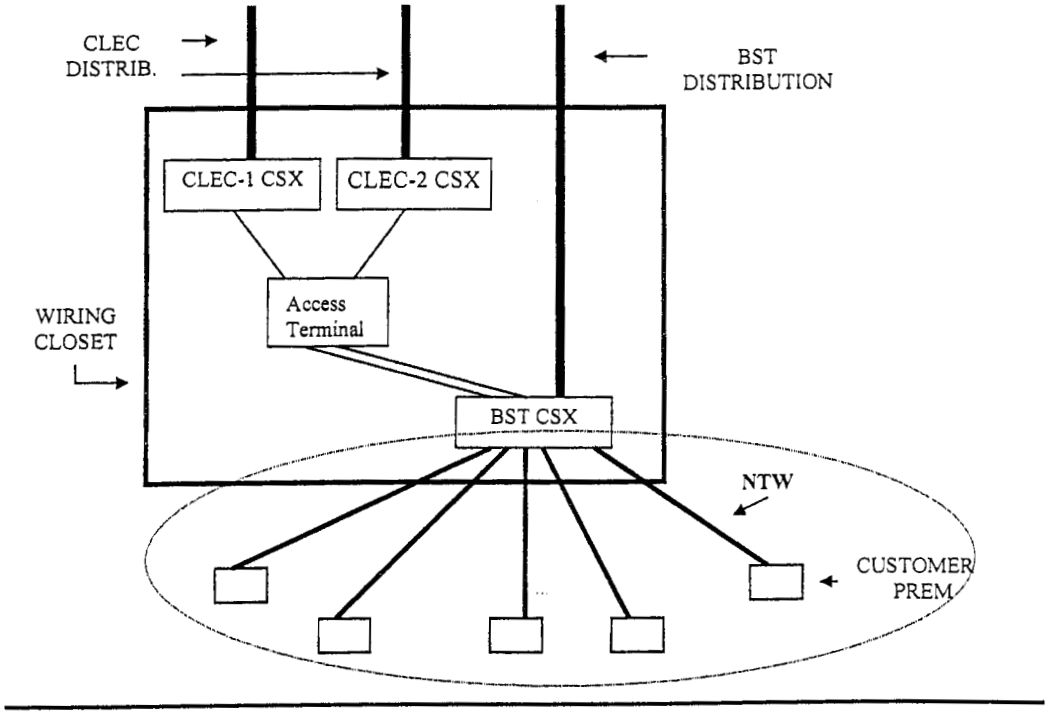
In a MDU/MTU Garden Terminal (GT) scenario, BellSouth will install an Access Terminal adjacent to each BellSouth GT that is requested by the CLEC. BellSouth will then provide access to all UNTW pairs within the Access Terminal that are served by the GT. The CLEC will deliver and connect its central office facilities to the Access Terminal.

Once BellSouth has connected the UNTW pairs to the Access Terminal, a CLEC can then access any available pair unless BellSouth or another CLEC is using the pair to concurrently provide service to the targeted end-user.

BellSouth Unbundled Network Terminating Wire

Network Configuration

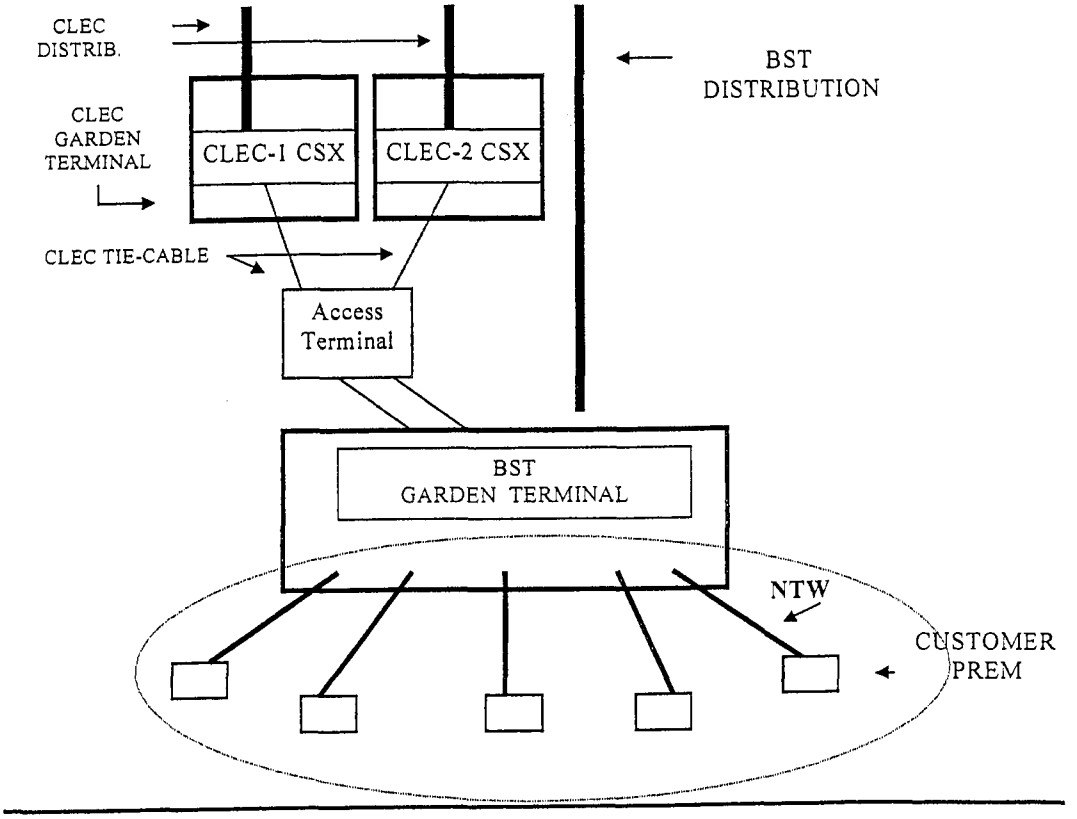
Wiring Closet Scenario



BellSouth Unbundled Network Terminating Wire

Network Configuration

Garden Terminal Scenario



Contract Specific Provisions

Before UNTW can be ordered, the CLEC must have an Interconnection Agreement that includes the UNTW terms, conditions and rates. This agreement must be in effect for all states where the CLEC plans to order UNTW.

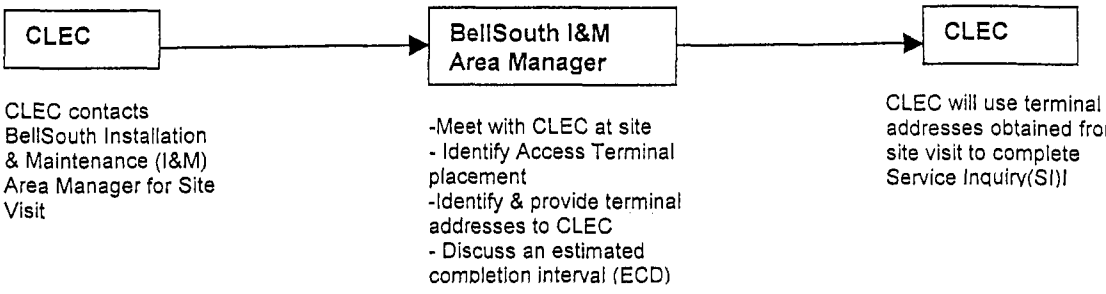
The general offering is in accordance with BellSouth policies, procedures and regulatory obligations as well as the standard BellSouth Interconnection Agreement.

The general offering does not address specific contract issues within a CLEC's Interconnection Agreement that may be different from the general offering. Where specific contract issues differ from the information provided here, the contract provisions will prevail for the term of the specific CLEC Interconnection Agreement. Otherwise, the general offering provisions will apply.

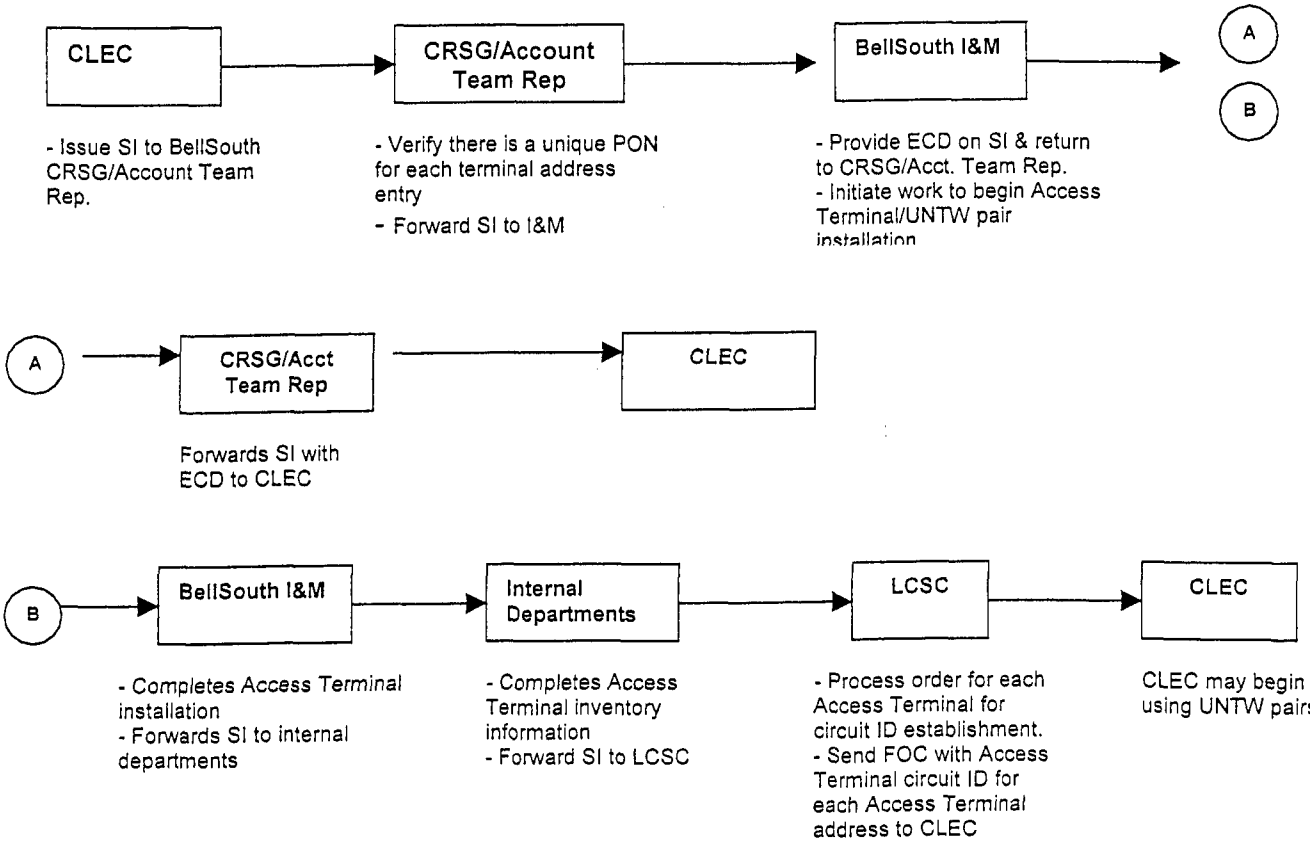
BellSouth Unbundled Network Terminating Wire

Ordering & Provisioning Flows

1) Site Visit



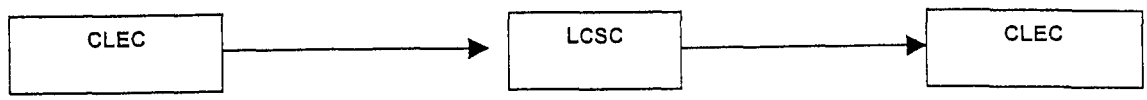
2) Access Terminal/UNTW Set-Up (after site visit)



BellSouth Unbundled Network Terminating Wire

Ordering & Provisioning Flows (*continued*)

3) Pair Access & Billing



- May access any available pair that has no working service on it
- - Send LSR to LCSC for each Access Terminal on which activated pair(s) is being reported.

- Issue service order(s) to begin billing for the use of the pairs
- Send FOC to CLEC

BellSouth Unbundled Network Terminating Wire

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Ordering & Provisioning Procedures

This section covers the following UNTW processes:

1) Site visit
2) Set-Up
3) CLEC's access to UNTW pairs
4) Pair Reporting

1) Site Visit

CLEC contacts a BellSouth Installation & Maintenance (I&M) Area Manager to set up a site meeting.

Lists of I&M Area Managers for the desired geographical area can be found on the BellSouth Interconnection web site at the following address:

www.interconnection.bellsouth.com

CLEC may also contact its BellSouth Account Manager for additional information regarding the site visit.

During the site visit, CLEC and the I&M Area Manager will:

identify Access Terminal(s) placement,
provide existing terminal addresses to CLEC and
discuss an estimated completion interval (from time the CLEC submits the SI)

2) Access Terminal/UNTW Set-up Process

After the site visit, CLEC will prepare and submit a Service Inquiry (SI) with Access Terminal information to its BellSouth Complex Resale Services Group (CRSG)/Account Team Representative as follows:

CRSG: CRSG.UNE@bridge.bellsouth.com (primary method of submission)
Fax Number: 800-365-8101

The SI is attached with the reference numbers next to items CLEC must complete. SI preparation instructions are attached.

From the SI, the appropriate BellSouth personnel will initiate implementation of the Access Terminals at the requested MDU property.

During the SI process, the BellSouth CRSG/Account Team Representative will send the SI back to CLEC with the estimated completion date (ECD). (*The ECD will be computed from the time the SI is submitted to BellSouth)*

BellSouth will install the Access Terminal(s) either adjacent to BellSouth's garden terminal or inside the wiring closet.

BellSouth will either mark the UNTW pairs with apartment numbers on labels or tag the pairs.

If the ECD reaches a jeopardy status, BellSouth CRSG/Account Team Representative will notify CLEC of the jeopardy and will advise of a potential revised ECD.

Once the Access Terminal(s) installation has been completed, the Local Carrier Service Center (LCSC) will send CLEC a Firm Order Confirmation (FOC) for each Access Terminal address with the following information:

Purchase Order Number (PON)
Access Terminal Address
Circuit ID (will be used to identify each Access Terminal for reporting pair use)
"M" Account Telephone Number
Service Order Number
Due Date of Circuit ID establishment

3) CLEC's access to UNTW pairs

CLEC may access any available pair on an Access Terminal unless BellSouth or another CLEC is using the pair to concurrently provide service.

CLEC is responsible for ensuring the end-user is no longer using BellSouth's or another CLEC's service before accessing UNTW pairs.

CLEC will use current BellSouth procedures for Local Number Portability orders, which are separate from the UNTW procedures.

To access a UNTW pair on which BellSouth previously had working service and for which there is still a jumper wire in place, CLEC will remove the jumper prior to connecting its central office facility to the pair.

4) UNTW Pair Reporting Procedures

CLEC will report UNTW pair use to BellSouth through issuance of a Local Service Request (LSR) form for each **Access Terminal address**. The CLEC will complete a Local Service Request (LSR) form according to the Ordering and Billing Forum (OBF) ordering guidelines. The CLEC may also refer to the "**BellSouth Ordering Guide for CLECs**" for additional information regarding the LSR.

Additionally, the following information is unique to UNTW and must be included on the LSR:

LSR Field	UNTW information
NC	TX--
LQTY	# of pairs activated on Access Terminal
ECCKT	Unique Access Terminal Circuit ID (CLEC received on previous FOC)
Remarks	LSR to activate billing for UNTW Cable/Pair or; LSR to disconnect billing for UNTW Cable/Pair

CLEC will be billed a non-recurring rate and a recurring rate per UNTW pair that has been activated.

Billing USOC is UNEPP.

At such time that CLEC relinquishes the use of a pair, CLEC should issue a LSR for a disconnect order.

Maintenance & Repair Procedures

CLEC will isolate and report repair problems to the UNE Center. CLEC must tag the UNTW pair that requires repair.

CLEC will provide the following information to UNE Center when reporting a repair problem:

Access Terminal Circuit ID
Address of the end user to which the UNTW is connected
Description of the trouble

If BellSouth dispatches a technician on a reported trouble call and no UNTW trouble is found, BellSouth will charge CLEC for time spent on the dispatch and for time spent testing UNTW.

No page 14

UNTW Service Inquiry Form

(1) Page __1__ of ___

SERVICE INQUIRY
UNBUNDLED NETWORK TERMINATING WIRE

[Flows: Account Team/CRSG to: I&M, OSPE & CRSG, AFIG, LCSC)

PART I - ORDERING SECTION

(2) **FIRM ORDER**_____ UPDATE_____ CANCEL_____

CRSG INDICATE LCSC CENTER FOR THIS CLEC

_____ ATLANTA LCSC HANDLES
FAX # 877-489-7633

_____ BIRMINGHAM LCSC HANDLES
FAX # 888-792-6271

Date submitted to I&M _____

CRSG/Account Team representative (3) **CLEC information**

Name_____ Company name_____
_____ Contact name_____
Tel No_____ Tel No_____
FAX No_____ FAX No_____
Master UNE Q-Account # _____
WC CLLI _____

CRSG EMAIL ADDRESS: (CRSG UNE/m5,mail5a)

CLEC requests UNTW at the following site.

(4) **MDU/MTU Address:** _____ **(Name of Apartment complex)**
_____
_____
_____

Site Visit Information:

(I&M fills out this section)

Estimated Completion Date: _____

_____ Check here if ACCESS TERMINAL already exists (fill out the existing ACCESS TERMINAL address(es) on attached sheets and send to OSPE)

_____ Check here if UNTW cannot be supplied and give reason here:_____

REMARKS: _____

Date sent to CRSG(Account Team)/OSPE _____

EMAIL DIRECTLY BACK TO CRSG IF UNTW CANNOT BE SUPPLIED

5

PART II Output to OSPE, AFIG and CLEC

(Terminal address and telephone number provided by BST to CLEC at site visit. CLEC to fill out PON#))
Existing Terminal Address: _____ **PON#** _____
I&M will determine existing address from PLATS

****

Apartment addresses served by existing terminal: (OSPE will supply wiring limits of existing distribution terminal)

_____
_____
_____

LFACS Information on new NTW terminal (OSPE to fill out this section)
New ACCESS TERMINAL Address: _____
Service Addr: _____ LOC FLR: ___NTW____

IND _UNK__ Taper Code _____ COUNT: _____
RMK: **FOR UNTW SERVICE ONLY - DO NOT ASSIGN BST SERVICE**

Community: _____ TYPE: **FIXED** RZ 13

(Terminal address and telephone number provided by BST to CLEC at site visit. CLEC to fill out PON#))
Existing Terminal Address: _____ **PON#** _____
(I&MJ will determine existing terminal address from PLATS)

****

Apartment addresses served by existing terminal: (OSPE will supply wiring limits of existing distribution terminal)

_____
_____
_____

LFACS Information on new NTW terminal (OSPE to fill out this section)
New ACCESS TERMINAL Address: _____
Service Addr: _____ LOC FLR:____NTW____

IND _UNK__ Taper Code _____ COUNT: _____
RMK: **FOR UNTW SERVICE ONLY - DO NOT ASSIGN BST SERVICE**

Community: _____ TYPE: **FIXED** RZ 13

(Terminal address and telephone number provided by BST to CLEC at site visit. CLEC to fill out PON#))
Existing Terminal Address: _____ **PON#** _____
(I&M will determine existing terminal address from PLATS)

****

Apartment addresses served by existing terminal: (OSPE will supply wiring limits of existing distribution terminal)

_____
_____
_____

LFACS Information on new NTW terminal (OSPE to fill out this section)
New ACCESS TERMINAL Address: _____
Service Addr: _____ LOC FLR: ___NTW____

IND _UNK__ Taper Code _____ COUNT: _____
RMK: **FOR UNTW SERVICE ONLY - DO NOT ASSIGN BST SERVICE**

Community: _____ TYPE: **FIXED** RZ 13

DRAFT

PART III LFACS SECTION **LFACS WC _____**

RULE TO APPLY TO FICTITIOUS XBOX-NTW ONLY TERMINAL:

rule	cnst	stat	act	data entry
10		OK	1	STOP=Y,NITYP=N,NICA=HCA,NIPR=NR

The following terminal is a fictitious xbox created to allow correct assignment and flow through for the actual NTW terminals on the following pages. (OSPE fills out this section)

New NTW Cross-box Address: ____**FICTITIOUS XBOX-NTW ONLY-**____

IND **UNK** Taper Code _____(Use taper code of existing terminal)
RMK: **FOR UNTW SERVICE ONLY - DO NOT ASSIGN BST SERVICE**

IN COUNT: **(NONE)**

OUT COUNT: _____

TYPE: **FIXED** RZ **13** RLOE: **DCBTK**

PART IV OSPE Contact Information

OSPE will verify the input from I&M in PART II by checking the terminal addresses in LFACS. If the addresses are correct, forward to AFIG and Account Team/CRSG, if incorrect, correct the terminal addresses to agree with LFACS and then forward to AFIG and Account Team/CRSG.

If I&M indicates ACCESS TERMINAL exists, OSPE must check CKIDs in existing ACCESS TERMINALs to determine if the CLEC already has an existing CKID. If so check box below and forward SI to CRSG

_____ Check her if CKID already exists and indicate correct CKIDs by each ACCESS TERMINAL terminal on previous section.

If I&M indicates existing ACCESS TERMINAL and this truly is a new CLEC, check box below and forward to LCSC. LCSC will issue needed Service Order to establish required CKIDs.
_____ Check here if CLEC needs new CKID established.

If one of the above boxes is NOT checked then this order is for establishment of the ACCESS TERMINAL and LCSC must issue Service Order to establish CKID (Forward to LCSC).

OSPE Contact name_____
Address_____
_____
Tel No_____ Fax No_____

Date response submitted to AFIG _____

Date AFIG Confirms Inventory is built in LFACS
_____
(OSPE to check with AFIG EWO supervisor to verify inventory completion. Should take approximately two days)

Date response submitted to LCSC _____

BellSouth Unbundled Network Terminating Wire

SI Preparation

(Circled Numbers on the SI correspond with the numbers below)

Part I information required from CLEC

1) On all pages submitted, fill in page number of total number of pages

2) Check Firm Order

3) CLEC Information, Company Name, Contact Name, Tel & Fax No., Master UNE Q-Account, WC CLLI

4) MDU/MTU name and address

Part II information required from CLEC

5) Part II information is required for each Access Terminal location.
(There is space on the Part II page for three Access Terminals. CLEC may reproduce this page locally and submit as many pages as necessary to include all the Access Terminal locations. For example, if you have 9 Access Terminal locations you will need 3 of these pages)

CLEC will complete the following information for each Access Terminal location:

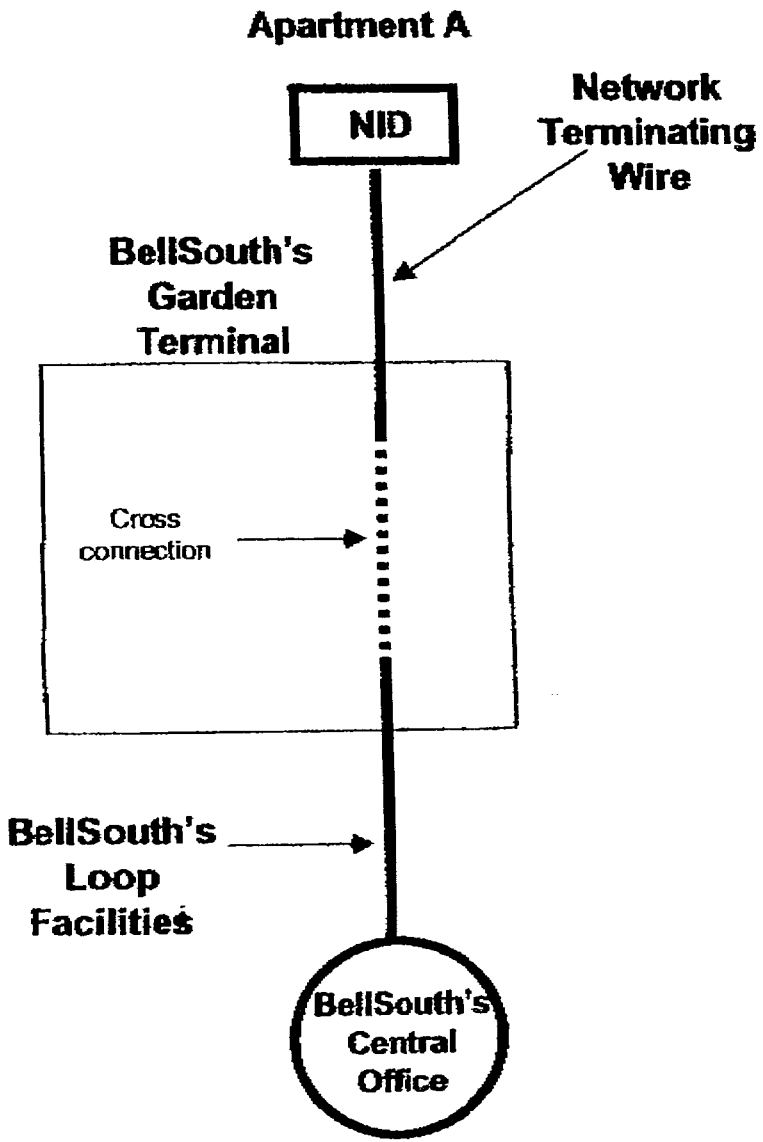
Existing Terminal Address per Access Terminal location - provided by Network Manager during the site visit

PON # - unique PON# per Access Terminal address provided by CLEC

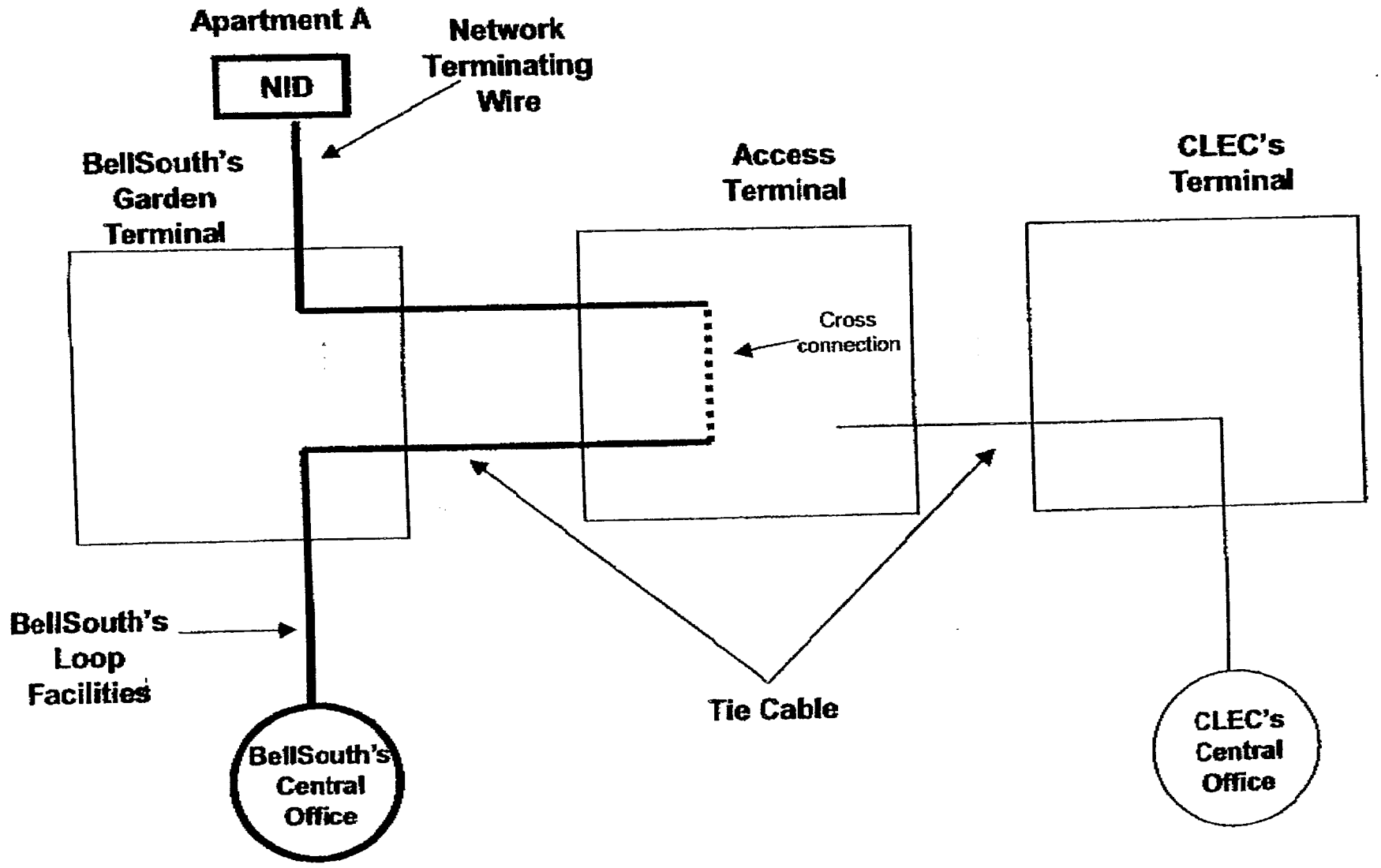
BellSouth will complete all other sections of the SI.

BellSouth will return a copy of the SI with an estimated completion date.

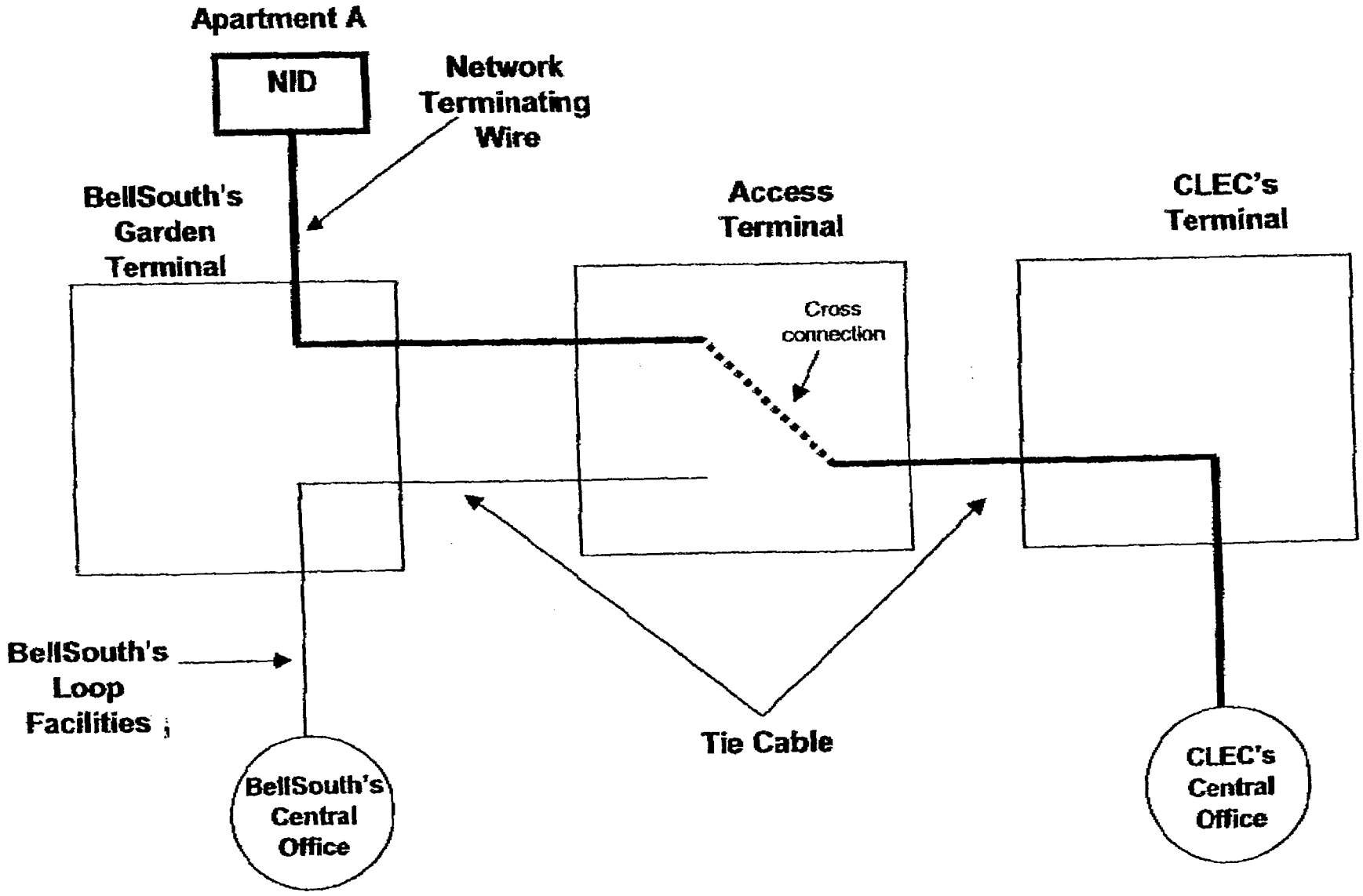
Serving arrangement before installation of the Access Terminal



Serving arrangement after installation of the Access Terminal. End user is a BellSouth customer



Serving arrangement after installation of the Access Terminal. End user is a CLEC customer



Serving arrangement after installation of the Access Terminal. High-rise building setting.