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OFFICE OF THE SECRETARY

October 9, 2003

Ex Parte Presentation

Marlene H Dortch, Secretary
Federal Communications Commission
445 12th Street, S W
Washington, D C 20554

Re *Application by SBC Communications Inc , et al for Provision of In-Region, InterLATA Services in Illinois, Indiana, Ohio, and Wisconsin,*
WC Docket No. 03-167

Dear Ms Dortch.

On behalf of SBC Communications Inc ("SBC"), I am writing to inform you that James C Smith, Rebecca L Sparks, and Geoffrey M. Klineberg, representing SBC, met yesterday with Christopher Libertelli of Chairman Powell's office They discussed the status of the Application, in general, as well as various issues raised by CLECs in this proceeding In addition, Rebecca L Sparks and Geoffrey M Klineberg, on behalf of SBC, spoke on the telephone yesterday with Jennifer McKee regarding collocation-power issues. And Rebecca L Sparks had a follow-up conversation with Deena Shetler and Jennifer McKee regarding the same issues

At the request of FCC staff, SBC also provides the following response to the Supplemental Comments of AT&T Corp. (filed Oct. 7, 2003)

AT&T's Supplemental Comments contain a gross mischaracterization of the effect on AT&T of SBC Midwest's prior collocation power-fusing policy According to AT&T, "[u]nder SBC's prior policy, a carrier that required 40 amps was provided a primary lead fused at 100 amps, a backup lead fused at 100 amps, and was forced to pay for all 200 amps." AT&T Supplemental Comments at 2-3 [1] That is false

[1] AT&T specifically alleges that "[u]nder SBC's policy prior to April 1, 2003, SBC fused carriers at 150% of the required amps However, SBC offered fuse sizes of only 20 amps, 50 amps, and 100 amps Therefore, a carrier that required a 40-amp lead was not fused for 60 amps (i e , 150% of required power), but was fused for 100 amps, which was the next size fuse capable of providing 60 amps " Id at 3 n 2

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First, although SBC Midwest's prior policy was to recommend that CLECs order fuses at 150% of their anticipated load, SBC Midwest fused CLEC DC power leads at the level actually ordered by the CLEC on its collocation application In fact, in most instances SBC Midwest would not have had sufficient information effectively to police whether its fusing recommendation was followed or not Moreover, even if AT&T had followed this recommendation, as explained below, AT&T would have ordered (and SBC Midwest would have provisioned) only a total of 120 amps (consisting of two 60 amp leads) – not the 200 amps it claims

Second, AT&T's allegation that SBC Midwest offered only 20-, 50- and 100-amp fuses is completely wrong Indeed, it is astonishing that AT&T would make such an assertion when a review of SBC Midwest's records of AT&T's collocation power arrangements in Indiana and Ohio reveals that AT&T currently utilizes power-arrangement leads in those states fused at *** *** amps In fact, the vast majority of AT&T's leads are currently fused at *** *** amps – fuse sizes that AT&T claims do not even exist. SBC Midwest's records indicate that AT&T does not currently utilize any power-arrangement leads in Indiana or Ohio fused at *** *** amps [2] Accordingly, AT&T's hypothetical arguments overstate the potential impact of the prior fusing policy

Finally, AT&T's allegations regarding the level of non-recurring charges that might apply in the event a CLEC wishes to reconfigure its power arrangement under the updated collocation power fusing policy are also exaggerated A CLEC wishing to "fuse down" from two 60-amp leads to two 50-amp leads (125% of a 40-amp request) under the new policy would generally be required to submit an application and to pay only for the work actually involved In this scenario, the CLEC would pay for the cost of changing the fuse size, BDFB stenciling, and updating records – no charges for removing and installing cable would be incurred [3] On average, the costs for such fuse changes would run between $2,500 and $5,000 per office, depending on the number of arrangements affected. Notably, the majority of these costs are for third-party vendor work passed through to the CLEC If no fuse change is required (e g., where the CLEC ordered and SBC Midwest provisioned a 50-amp fuse and the CLEC wants to reduce the order to 40 amps – resulting in the physical retention of the 50-amp fuse under the updated policy), the CLEC would pay only the associated order charges.

Some information contained in this letter is confidential Accordingly, pursuant to the Commission's rules governing the handling of such information, I am filing one copy of this letter containing the confidential material Inquiries regarding access to the confidential material

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[2] ***

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[3] Indeed, the likelihood of a "fuse down" resulting in cable removal or installation charges is remote – and would generally apply only where a CLEC requests a change in fuse size from 100 amps or more to 60 amps or fewer This is because leads fused at more than 60 amps (SBC Midwest does not generally install fuses between 60 and 100 amps) are generally provisioned directly from the power plant to a collocation arrangement, whereas leads of 60 amps or fewer are generally provisioned from the BDFB to the collocation arrangement

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should be addressed to Kevin Walker, Kellogg, Huber, Hansen, Todd & Evans, PLLC, 1615 M Street, N W , Suite 400, Washington, D C , 20036, (202) 367-7820.

In accordance with this Commission's Public Notice, DA 03-2344 (July 17, 2003), SBC is filing an original and two copies of the redacted version of this letter Thank you for your kind assistance in this matter.

Sincerely,

Geoffrey M. Klineberg

cc Pam Arluk
Deena Shetler
Janice Myles
Jon Feipel
Karl Henry
Hisham Choueiki
Nicholas Linden
Layla Seirafi-Najar
Qualex International (Redacted version only)

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I hereby declare, under penalty of perjury, that the information contained in the foregoing letter is true and correct.

Executed on October 8, 2003.

Michael T. Michelson