

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION  
COMMISSION

MCLEODUSA TELECOMMUNICATIONS  
SERVICES, INC.,

Petitioner,

v.

QWEST CORPORATION,

Respondent

Docket No. UT-063013

DECLARATION OF ROBERT J.  
HUBBARD

I, Robert J. Hubbard, declare as follows:

1. My name is Robert J. Hubbard. I am employed by Qwest Communications as a Technical Regulatory Director. My business address is 700 W. Mineral Av., Littleton, Colorado 80120.
2. I am responding to the claim filed by McLeodUSA Telecommunications Services, Inc., ("McLeod") and to the declaration filed by Michael Starkey.
3. McLeod is incorrect to assert that Qwest should be charging the "Power Plant" rate element based on a per usage measurement. That is not what the DC Power Measuring Amendment says. While I am not a lawyer, the DC Power Measuring Amendment's plain language provides for the charges for one element to vary based on measured usage: the "-48 Volt Usage Charge [that] applies on a per amp basis to all orders of greater than sixty(60) amps." The DC Power Measuring Amendment does not affect or even mention the charges for "Power Plant." Moreover, the overall structure

DECLARATION OF ROBERT J. HUBBARD-1

Qwest  
1600 7<sup>th</sup> Ave., Suite 3206  
Seattle, WA 98191  
Telephone: (206) 398-2500  
Facsimile: (206) 343-4040

and language of the DC Power Measuring Amendment are consistent with how the rates for the Power Usage charges and Power Plant charges were developed in the most recent cost docket. Power plants are sized and built according to Qwest and CLEC demand. In other words, every element that is placed in a central office that draws power is taken into account and the power plant is sized for the peak demand. If McLeod had a forecast for 100 amps then Qwest's power plant would be built and sized for that demand. Once built, the power plant is not necessarily resized simply because demand decreases -- Qwest does not reduce the ultimate capacity for McLeod just because they are not using the full 100 amps. On a usage basis, Qwest is only charging McLeod for measured usage at its collocation sites. Because McLeodUSA ordered 100 amps of capacity, Qwest must still maintain the ability to provide McLeod with 100 amps it ordered if necessary, and the "Power Plant" rate element is accordingly not prorated.

4. With regard to the discussion in paragraph 5 of Mr. Starkey's declaration, I agree that Qwest does charge McLeod for the power that McLeod uses. However, the power plant is sized, pursuant to McLeod's original request, for a much larger power draw and Qwest sized and built the power plant to accommodate that forecasted request.

Regardless of what McLeod now says McLeod intended in signing that amendment, the amendment clearly only addresses the usage element, not the "power plant" element.

5. With regard to the discussion in paragraph 7 of Mr. Starkey's declaration, I disagree that Qwest is improperly billing McLeod -- Qwest bills measured usage on the usage-based elements, but the rate element under section 8.1.4.1.1, the power plant, is not billed on a usage basis, as it was not part of the amendment.

DECLARATION OF ROBERT J. HUBBARD-2

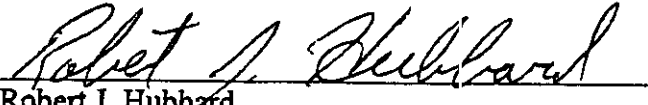
**Qwest**  
1600 7<sup>th</sup> Ave., Suite 3206  
Seattle, WA 98191  
Telephone: (206) 398-2500  
Facsimile: (206) 343-4040

6. With regard to the discussion in paragraphs 8 and 9 of Mr. Starkey's declaration, I believe that Mr. Starkey essentially confirms that the way the Power Plant and Power Usage rate elements were developed is consistent only with Qwest's interpretation of the contract at issue – the power plant is designed for the whole office, and is also sized and built to handle McLeod's forecasted demand. The power plant rate element recovers costs that are not usage sensitive – thus, as the absence of any mention of the Power Plant charge in the DC Power Measuring Amendment makes clear, this rate element would never be charged on a usage basis.

7. With regard to the discussion in paragraph 10 of Mr. Starkey's declaration, Power plants are designed to accommodate the forecasted demand of CLECs and this is taken into account every time a CLEC places an order.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed and dated this 28th day of February, 2006 at Littleton, Colorado.

  
Robert J. Hubbard