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1 BEFORE THE WASHINGTON STATE
2 UTILITIES AND TRANSPORTATION COMMISSION
3 MCLEOD USA TELECOMMUNICATIONS)
 SERVICES, INC.,) DOCKET NO. UT-063013
4)
 Petitioner,) Volume III
5) Pages 201 to 271
 vs.)
6)
 QWEST CORPORATION,)
7)
 Respondent.)
8 _____)

9

10 A hearing in the above matter was held on
11 June 30, 2006, from 9:30 a.m to 11:20 a.m., at 600
12 University Street, 30th Floor, Seattle, Washington,
13 before Administrative Law Judge THEODORA MACE.

14 The parties were present as follows:

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19

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22

23

24 Joan E. Kinn, CCR, RPR

25 Court Reporter

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1 PROCEEDINGS

2 (Witness WILLIAM R. EASTON was sworn.)

3 JUDGE MACE: Let's be back on the record in
4 Docket UT-063013. We are convened again at the offices
5 of Stoel Rives in downtown Seattle for the second day of
6 our hearing in this matter.

7 And the first thing we need to address before
8 we go ahead with Mr. Easton is to deal with some
9 exhibits that were not dealt with before the closing of
10 the hearing yesterday. So, Ms. Anderl, why don't you go
11 ahead.

12 MS. ANDERL: Thank you, Your Honor. I had
13 intended to mark and offer four additional exhibits
14 through Mr. Morrison and Mr. Starkey. We did not have
15 questions on them, and now when we were off the record
16 we have identified those, and I am told by Mr. Kopta he
17 would have no objection to our identifying those and
18 offering them at this point in time.

19 So for the record we have marked McLeod's
20 response to Qwest's Data Request Number 15 as an exhibit
21 under Mr. Morrison's numbering, and because that
22 response is confidential, we have marked that as Exhibit
23 15-C.

24 And then we have marked as Exhibit Number 30
25 under Mr. Starkey Qwest's response to McLeod's Data

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1 Request Number 15, as Exhibit Number 31 Qwest's response
2 to McLeod's Data Request Number 19, and as Exhibit 32 a
3 set of four McLeod responses to Qwest's Iowa Data
4 Requests Number 13, 21, 24, and 35, and we would offer
5 those exhibits into evidence at this time.

6 JUDGE MACE: Is there any objection to the
7 admission of those exhibits?

8 MR. KOPTA: No objection.

9 JUDGE MACE: I will admit them then.

10 Is there anything else preliminary before we
11 go ahead with Mr. Easton?

12 All right then, Mr. Goodwin.

13

14 Whereupon,

15 WILLIAM R. EASTON,
16 having been first duly sworn, was called as a witness
17 herein and was examined and testified as follows:

18

19 D I R E C T E X A M I N A T I O N

20 BY MR. GOODWIN:

21 Q. Good morning, Mr. Easton.

22 A. Good morning.

23 Q. Are you the same William R. Easton who has
24 prepared response testimony filed June 14th, 2006, that
25 now has been marked as Exhibit 61 in this proceeding?

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1 A. I am.

2 Q. And the exhibits to that testimony which have
3 been marked as Exhibits 62, 63, 64, 65, 66-C, and 67?

4 A. Yes.

5 Q. And all that testimony and exhibits were
6 prepared either by you or under your direction and
7 control?

8 A. That is correct.

9 Q. And if I asked you the same questions that
10 are reflected in your pre-filed testimony here today
11 would your answers be the same?

12 A. They would.

13 Q. Do you have any corrections to make to your
14 testimony or exhibits at this time?

15 A. Yes, I do have a correction to my WRE-5,
16 which has been marked as Exhibit 65. We need to
17 supplement the second page. What appears in the
18 testimony as filed is some Utah data, and we need to
19 update that to reflect Washington data.

20 JUDGE MACE: And how are you going to do
21 that, are you just going to provide a substitute page
22 for that exhibit then?

23 MR. GOODWIN: Yes, if that's okay with Your
24 Honor, than we'll just after the close of the hearing
25 we'll just provide a substitute page.

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1 JUDGE MACE: Is that acceptable to McLeod?

2 MR. KOPTA: Yes, it is.

3 JUDGE MACE: All right, thank you.

4 MR. GOODWIN: And we'll make sure that it
5 passes muster with McLeod before we submit it to the
6 Commission.

7 MR. KOPTA: Appreciate that.

8 JUDGE MACE: Thank you.

9 BY MR. GOODWIN:

10 Q. Any other corrections, Mr. Easton?

11 A. No.

12 MR. GOODWIN: With that, I would pass the
13 witness and offer him for cross-examination. And before
14 I do that, just to be clear, we would offer Exhibits 61
15 through 67.

16 JUDGE MACE: Is there any objection to the
17 admission of those exhibits?

18 MR. KOPTA: No objection.

19 JUDGE MACE: All right, thank you, I will
20 admit them.

21 Why don't you go ahead, Mr. Kopta.

22 MR. KOPTA: Thank you, Your Honor.

23

24

25

0209

1 C R O S S - E X A M I N A T I O N

2 BY MR. KOPTA:

3 Q. Good morning, Mr. Easton.

4 A. Good morning.

5 Q. Some preliminary questions first, which you
6 no doubt will recognize, did you draft any of the
7 language in the DC Power Measuring Amendment between
8 McLeod and Qwest that's at issue in this proceeding?

9 A. No, I did not.

10 Q. But Qwest drafted the language of that
11 amendment; is that correct?

12 A. That's correct, yes.

13 Q. Did you participate in any of the discussions
14 or negotiations between Qwest and McLeod concerning the
15 amendment prior to its execution?

16 A. No, I did not.

17 Q. Did you discuss the amendment with any McLeod
18 personnel prior to its execution?

19 A. No, I did not.

20 Q. Did you participate in the change management
21 process or CMP on power measurement that you describe at
22 pages 9 through 11 of Exhibit of 61-T?

23 A. No, I did not, although I have extensively
24 reviewed the materials related to that particular issue
25 as it went through change management.

0210

1 Q. And did you or were you involved in the
2 preparation of Exhibit 62, which is WRE-2?

3 A. No, I was not.

4 Q. And are you involved in negotiations for
5 interconnection agreements or amendments in general on
6 behalf of Qwest?

7 A. No, I do get involved in arbitrations as they
8 relate to those interconnection agreements.

9 Q. And have you ever been employed by a CLEC?

10 A. No, I have not.

11 Q. Would you turn, please, to page 5 of Exhibit
12 61-T.

13 A. I am there.

14 Q. And at that page you quote some of the
15 sections from the DC Power Measuring Amendment between
16 McLeod and Qwest, correct?

17 A. That's correct.

18 Q. Actually starts at 2.0 rate elements is on
19 the prior page but then Sections 2.1 through 2.2.1 on
20 page 5, correct?

21 A. Yes.

22 Q. And is it your understanding that the term DC
23 volt, or excuse me, 48 Volt DC Power Usage, the
24 capitalized term is the same term in each of these
25 sections?

0211

1 A. No, I don't believe so. For example, in
2 Section 2.1 where it says 48 Volt DC Power Usage and AC
3 Usage Charges, that is referring to a specific heading
4 on the Exhibit A. When you drop down to Section 2.2.1
5 and it talks about minus 48 Volt DC Power Usage Charge,
6 the reference there is to a specific charge on the
7 Exhibit A.

8 Q. Okay, and would that be also the same
9 response with respect to Exhibit 2.2, 48 Volt DC Power
10 Usage Charge?

11 JUDGE MACE: You mean paragraph 2.2.

12 Q. Yeah, paragraph 2.2. It's the same term.

13 A. Yes.

14 Q. And then in 2.1, 48 Volt DC Power Usage and
15 AC Usage Charges, are you considering that to be a
16 single rate element?

17 A. I'm considering that to be a heading rather
18 than a particular rate. That's the distinction I'm
19 making between that and the other two we mentioned.

20 Q. I see, okay.

21 If you would please turn to the next page of
22 Exhibit 61-T, page 6, and on this question and answer,
23 you're referring to the interconnection agreement
24 between McLeod and Qwest, specifically Section 8.3.1.6;
25 is that correct?

0212

1 A. That's correct.

2 JUDGE MACE: This will be Exhibit 68.

3 BY MR. KOPTA:

4 Q. And, Mr. Easton, I will represent to you that
5 these are provisions or actually pages from that
6 interconnection agreement between McLeod and Qwest,
7 specifically pages having to do with Section 8.3. Do
8 you recognize these pages?

9 A. Yes, that appears to be from the Qwest-McLeod
10 Interconnection Agreement.

11 MR. KOPTA: And just for clarity of the
12 record, the last page is Section 8.4, but I included
13 that only to make it clear that all of 8.3 is included.

14 BY MR. KOPTA:

15 Q. And is this the portion of the
16 interconnection agreement or is this the source of the
17 quote from the interconnection agreement that you have
18 on page 6 of Exhibit 61-T for 48 Volt DC Power Usage
19 Charge?

20 A. That is correct.

21 Q. And this subsection, Section 8.3.1.6, is part
22 of a larger Section 8.3 entitled Rate Elements, correct?

23 A. That's correct.

24 Q. So is it your understanding then that 48 Volt
25 DC Power Usage Charge as that term is indicated in

0213

1 Section 8.3.1.6 is a rate element?

2 A. No, as I indicated earlier, if you look at
3 Exhibit A it refers to the heading on that Exhibit A, a
4 heading which then goes on to list the actual DC power
5 rates.

6 Q. So even though this Section 8.3.1.6 is under
7 a heading of Rate Elements, you don't consider 48 Volt
8 DC Power Usage Charge to be a rate element; is that
9 true?

10 A. No, I do not.

11 Q. And I believe that you just testified that in
12 your opinion 48 Volt DC Power Usage Charge refers to
13 Section 8.1.4.1 of Exhibit A to the interconnection
14 agreement; is that correct?

15 A. Yes, that's correct.

16 Q. And is it your understanding then that 48
17 Volt DC Power Usage Charge, as that term is used in the
18 interconnection agreement, includes all of the charges
19 in Section 8.1.4.1 of Exhibit A?

20 A. Those charges in the Exhibit A are all listed
21 under that heading at 8.1.4.1, that's correct.

22 Q. Even though the term 48 Volt DC Power Usage
23 Charge is singular; is that correct?

24 A. That is correct, and in that heading it is
25 singular. Well, excuse me, in the heading 8.1.4.1, the

0214

1 word charge is never used, it says DC Power Usage.

2 Q. Right, I'm referring to Section 8.3.1.6.

3 A. That's correct.

4 Q. Would you agree with me that 48 Volt DC Power

5 Usage Charge as that term is included in Section 8.3.1.6

6 of the interconnection agreement is the same term as

7 contained in Sections 2.2 and 2.2.1 of the DC Power

8 Measuring Amendment between McLeod and Qwest?

9 A. Could you repeat the question, please.

10 Q. Sure. Would you agree with me that the term

11 48 Volt DC Power Usage Charge as that term is set forth

12 in Section 8.3.1.6 of the interconnection agreement

13 between McLeod and Qwest is the same as 48 Volt DC Power

14 Usage Charge in Section 2.2 and 2.2.1 of the DC Power

15 Measuring Amendment between McLeod and Qwest?

16 A. Yes.

17 Q. And if you look at Section 2.1, which is

18 begun by the term 48 Volt DC Power Usage and AC Usage

19 charges, the sentence following that sentence or

20 heading, depending on how you want to interpret it, is

21 identical to the sentence that follows 48 Volt DC Power

22 Usage Charge in Section 8.3.1.6 of the interconnection

23 agreement, with the exception that provide is plural in

24 the interconnection agreement and singular in the

25 amendment?

0215

1 A. That's correct.

2 MR. KOPTA: Your Honor, I would offer Exhibit
3 68.

4 MR. GOODWIN: No objection.

5 JUDGE MACE: I will admit.

6 BY MR. KOPTA:

7 Q. Mr. Easton, if you would please turn to
8 Exhibit 62, your Exhibit WRE-2.

9 A. Yes.

10 Q. Now as I understand it, this is a portion of
11 Qwest's product catalog or PCAT; is that correct?

12 A. That's correct.

13 Q. And this particular section it appears from
14 the exhibit was effective January 2nd, 2004; is that
15 correct?

16 A. That's correct.

17 Q. And that substantially predates the August
18 2004 effective date of the DC Power Measuring Amendment
19 between McLeod and Qwest, correct?

20 A. It does.

21 Q. And you would agree with me that if Qwest had
22 chosen to do so, it could have incorporated some or all
23 of the language in this PCAT section into the DC Power
24 Measuring Amendment with McLeod?

25 A. Qwest could have. In fact, the two documents

0216

1 have very different purposes. The PCAT we were just
2 looking at is intended to describe all of Qwest's power
3 offerings. It goes into great detail on each of those
4 offerings. The amendment that's at issue in this
5 proceeding is specifically addressing a particular power
6 usage charge, just one of the sub-elements.

7 Q. And on the first page of this exhibit, do you
8 notice a term about a third of the way down, 48 volt
9 capacity charge?

10 A. Yes, I see that.

11 Q. And there's no such charge in the amendment,
12 is there, between McLeod and Qwest?

13 A. There is no mention of a capacity charge in
14 the amendment, that's correct.

15 Q. And there's no mention of this charge in the
16 interconnection agreement between McLeod and Qwest,
17 correct?

18 A. No, I would disagree with that. The Exhibit
19 A is a part of the interconnection agreement, and on the
20 Exhibit A at 8.1.4.1.1 there's a reference to power
21 plant, and power plant is the charge that's related to
22 power capacity.

23 Q. But there is no -- the words 48 volt capacity
24 charge do not appear in Exhibit A to the interconnection
25 agreement, correct?

0217

1 A. No, they do not.

2 Q. Is it your understanding that when the
3 initial words are capitalized that that means that that
4 is a defined term?

5 A. That was my understanding from hearing
6 Mr. Starkey yesterday.

7 Q. See, you learn something new every day.
8 And it's not Qwest's position in this case or
9 generally that the terms in the PCAT supersede an
10 interconnection agreement between Qwest and another
11 carrier?

12 A. No, that is correct.

13 Q. And on the second page of this exhibit
14 there's a heading Optional DC Power Measuring for Feed
15 Greater Than 60 amps; do you see where I'm referring?

16 A. I do.

17 Q. And in that section it's referring to the
18 measurement of power usage; is that correct?

19 A. Yes, it is.

20 Q. Which is one of the options that Qwest
21 provides for charging for DC power; is that correct?

22 A. Yes.

23 Q. And in this particular section, the words 48
24 volt capacity charge also do not appear, correct?

25 A. That's correct, what they're talking about

0218

1 here are usage charges.

2 Q. And --

3 A. That's what's impacted by power measuring.

4 Q. Right. And nor is there any reference to 48
5 Volt DC Power Usage Charge, which is also a defined term
6 on page 1 of this exhibit, correct?

7 A. If I could have a moment here.

8 Q. Sure.

9 A. About five lines down there's a sentence that
10 begins, Qwest will adjust the new monthly usage rate
11 that reflects actual usage, and that is a reference to
12 the usage rate on the Exhibit A.

13 Q. But usage is lower case in that sentence,
14 correct?

15 A. That's correct.

16 Q. And the words 48 Volt DC Power Usage Charge
17 all together do not appear in this paragraph; is that
18 also correct?

19 A. That is correct. My reference was to the
20 fact if I was going to look at usage rate in this
21 paragraph and go to an Exhibit A to look where rates are
22 listed to try and determine what rate was impacted, I
23 would go to one of the rate elements that was labeled
24 usage.

25 Q. So then what meaning do you ascribe to the

0219

1 word new in that sentence, as in new monthly usage rate?

2 A. It would be the charges would be based on the
3 new measurement that had been taken.

4 Q. So new refers to measurement, not rate?

5 A. Again this is we're talking about power
6 measuring, we're talking about power measurements being
7 taken at points in time and being the basis for the new
8 charges.

9 Q. So perhaps in this sentence new actually --
10 well, I'm just trying to understand what new modifies,
11 because I believe what you're saying is that there's a
12 new way of applying the rate, but the rate itself
13 doesn't change; is that correct?

14 A. The rate itself does not change. These are
15 rates that have been prescribed by the Commission.
16 Looking in the context of this paragraph and knowing
17 what power measuring does, what we're talking about is
18 using the new power measurement as the basis for the
19 charges.

20 Q. But in using the term usage in this paragraph
21 lower case, is it your understanding that that is not
22 specifically a defined term within this document?

23 A. It appears that it's not a specifically
24 defined term. As I stated, as I sit here and read this
25 and if I were to go over to an Exhibit A and determine

0220

1 what rate that applied to on the Exhibit A, it would be
2 very clear to me.

3 MR. KOPTA: Thank you, Mr. Easton, those are
4 all my questions.

5 JUDGE MACE: Mr. Goodwin.

6 MR. GOODWIN: Thank you.

7

8 R E D I R E C T E X A M I N A T I O N

9 BY MR. GOODWIN:

10 Q. Well, let's just start since we're here with
11 Exhibit 62, which is WRE-2 to your testimony. First, is
12 this particular exhibit that was effective January 2nd,
13 2004, is that the product catalog document that was
14 effective and in place at the time McLeod executed the
15 power measuring agreements that are in dispute in this
16 case?

17 A. That's correct. This was the document that
18 was developed as a result of a several months long
19 change management process, a process that CLECs were
20 invited to participate in, had an opportunity to ask
21 questions about, to suggest any changes in the offering
22 itself.

23 Q. Okay. And for clarity, there's a lot of
24 underlining and strike through and that type of --

25 A. That's correct.

0221

1 Q. -- formatting to the document; what does that
2 indicate, all the formatting changes?

3 A. It's to reflect changes to a previous version
4 of the document.

5 Q. All right. I want to focus your attention on
6 the second page which contains the heading Optional DC
7 Power Measuring for Feed Greater Than 60 Amps; do you
8 see that?

9 A. Yes.

10 Q. Mr. Kopta was asking you questions about the
11 sentence that says, Qwest will adjust the new monthly
12 usage rate to the CLEC's actual usage; do you see that?

13 A. Yes.

14 Q. I want to turn your attention now back to the
15 first page and under the heading DC Power Rate Element
16 Descriptions; do you see that?

17 A. Yes.

18 Q. Okay. Now do these -- what do these
19 descriptions apply to, do they apply to the entire
20 document or just parts of it?

21 A. When you say these descriptions?

22 Q. The descriptions that are under that heading
23 on the first page, do they apply to the entire document
24 or just certain parts? Like for example there's several
25 headings throughout the document, are those definitions

0222

1 operative throughout the entire document?

2 A. I believe so.

3 Q. I want to focus your attention within those
4 rate descriptions on the first charge description there,
5 which says minus 48 Volt DC Power Capacity and Usage
6 Charges; do you see that I guess subheading?

7 A. I do.

8 Q. And then there's a description there, and do
9 you see -- would you read the second to the last
10 sentence, actually read the second and third sentences,
11 please.

12 A. (Reading.)

13 The usage charge recovers the cost of
14 the power used. Both the capacity
15 charge and the usage charge are applied
16 on a per amp basis.

17 Q. The sentence actually immediately before the
18 usage charge.

19 A. Okay.

20 The capacity charge recovers the cost of
21 the capacity of the power plant
22 available for your use.

23 Q. So when you were indicating that item below
24 which says minus 48 volt capacity charge refers to the
25 power plant, is that where you drew that inference is

0223

1 from that sentence that says that the capacity charge
2 recovers the cost of the capacity of the power plant
3 available for your use?

4 A. That's correct.

5 Q. And then what does the -- within these
6 definitions on the first page, what does the monthly
7 usage rate referenced under the DC power measuring item
8 refer to?

9 A. When you say the DC power measuring item?

10 Q. On the second page.

11 A. Oh. It is referring to the 48 DC Power Usage
12 charge applied -- it's number A there applies on a per
13 amp basis to all orders of greater than 60 amps, power
14 measuring does not apply to orders of less than 60 amps.

15 Q. Okay. What inference do you draw from the
16 fact that the power capacity charge is not mentioned in
17 either the product catalog description of the power
18 measuring option or the interconnection agreement?

19 A. The reason it would not be measured in the
20 amendment or in the description of power measuring here
21 is that power measuring does not impact the capacity
22 rate or charge.

23 Q. Now I want to turn back to, well, I guess
24 Mr. Kopta had asked you questions about page 5 of your
25 testimony, which actually includes some quotations from

0224

1 the -- and I want to keep your attention kind of divided
2 between page 5 and page 6 to a certain extent.

3 A. Okay.

4 Q. Page 5, I believe there are three mentions of
5 the minus 48 Volt DC Power Usage Charge or charges.

6 A. Yes.

7 Q. All right. I want to focus your attention on
8 the first one in Section 2.1.

9 A. Yes.

10 Q. And where it says -- what's the first
11 sentence after that I guess initial heading or
12 subheading in Section 2.1?

13 A. (Reading.)

14 Provide minus 48 volt DC power to CLEC
15 collocated equipment and is fused at
16 125% over Qwest.

17 Q. And is that the same substantial description
18 that appears in Section 8.3.1.6 of the SGAT or
19 interconnection agreement mentioned on page 6 of your
20 testimony?

21 A. Yes, it is.

22 Q. Then there's another description in Section
23 2.2 of the amendment.

24 A. Yes.

25 Q. Well, actually, first, do you view that, the

0225

1 reference to the minus 48 Volt DC Power Usage Charge in
2 Section 2.2 to be a description of that charge?

3 A. A description of which charge?

4 Q. Oh, excuse me, of that item.

5 A. Yes.

6 Q. And is that the same or different than the
7 description that is in Section 8.3.1.6 of the SGAT?

8 A. That is different.

9 Q. And then in Section 2.2.1, there is again a
10 mention of the minus 48 Volt DC Power Usage Charge, is
11 that the same or different compared to the description
12 and the reference in 8.3.1.6 of the SGAT?

13 A. That is different.

14 Q. What inference do you draw, and I think you
15 started to talk about this with Mr. Kopta, what
16 inference do you draw from the various descriptions,
17 particularly the specific description in 2.2.1?

18 A. 2.2.1 is the portion of the amendment where
19 it specifically talks about what the impact of power
20 measuring is, and it specifically talks about a power
21 usage charge from the Exhibit A. And when you look to
22 the Exhibit A, the only power usage charge listed there
23 that it could possibly apply to is 8.1.4.1.3. There is
24 another power usage charge, but it's less than 60 amps.
25 As I mentioned earlier, power measuring does not apply

0226

1 to orders less than 60 amps.

2 Q. Is there any way that that sentence in
3 Section 2.2.1 could be read to include the power plant
4 charge?

5 A. I don't believe so. It's important also in
6 looking at the amendment, there is some language in
7 Section 1.2 that provides some additional clarity around
8 rates. And it talks about in the first sentence of that
9 Section 1.2, the power usage rate reflects a discount
10 from the rates for those feeds greater than 60 amps.
11 With that in mind and looking again at the Exhibit A,
12 that clearly does not apply to the power plant rate
13 element there. In fact, power plant is not broken into
14 power plant greater than or less than 60 amps. What
15 it's clearly referring to is to two power usage rates,
16 and as you can see on line 8.1.4.1.2 that rate of \$1.57
17 represents a discount from the rate that's on 8.1.4.1.3.
18 And it's that discount and those rates that we're
19 referring to in that first sentence of Section 1.2 of
20 the amendment.

21 Q. You heard Mr. Starkey's testimony yesterday
22 where he said that his view of the agreement is that it
23 was, and I'm paraphrasing here, is that it was a more or
24 less a one size fits all agreement that was drafted
25 generally without recognition of the specific nuances of

0227

1 each particular state?

2 A. It is a generic agreement intended to cover
3 all 14 states.

4 Q. And Ms. Spocogee's testimony that it was
5 entered into even for a couple of states where McLeod
6 had no collocations?

7 A. That's correct, McLeod signed it for all 14
8 states.

9 Q. Have you reviewed the Exhibit A's for all of
10 the 14 states where this agreement was implemented?

11 A. Yes.

12 MR. KOPTA: Your Honor, at this point I'm
13 going to object, because this goes beyond the scope of
14 my cross-examination, and he's essentially doing
15 redirect based on testimony that our witnesses gave
16 yesterday.

17 JUDGE MACE: Mr. Goodwin, your response.

18 MR. GOODWIN: Mr. Kopta was asking questions
19 about the definition of the terms in the
20 interconnection, excuse me, in the amendment,
21 specifically the power usage charge and the power usage
22 rate and how they were used within the amendment, and
23 I'm just following up on that and establishing through
24 the verbiage of the agreement that Mr. Kopta was asking
25 Mr. Easton about how that language fits together, not

0228

1 only in Washington but in all of the states where it was
2 implemented, and I think that's relevant, and I think
3 it's within the scope of the cross.

4 JUDGE MACE: Anything else, Mr. Kopta?

5 MR. KOPTA: I asked about Washington, I
6 didn't ask about any other states.

7 JUDGE MACE: I'm going to sustain the
8 objection.

9 MR. GOODWIN: Specifically with respect to --
10 well, in that case, no further questions.

11 MR. KOPTA: I just have one additional
12 question, Mr. Easton, if I may, Your Honor.

13

14 R E C R O S S - E X A M I N A T I O N

15 BY MR. KOPTA:

16 Q. Is it your testimony that the term 48 Volt DC
17 Power Usage Charge as that term appears in the amendment
18 is different than or the same as the term 48 Volt DC
19 Power Usage Charge as used in the interconnection
20 agreement between McLeod and Qwest?

21 A. Are you referring specifically to as it's
22 used in 8.3.1.6?

23 Q. Yes, sir.

24 A. As I mentioned previously, 8.3.1.6 is
25 referring to a heading in the Exhibit A.

0229

1 Q. So it's your testimony that the terms, even
2 though they use the exact same words, are different from
3 the interconnection agreement amendment?

4 A. It's my testimony that there are a number of
5 descriptions in the amendment that clarify exactly what
6 charge is being impacted by power measuring. We talked
7 a little bit earlier about the reference to discount, we
8 talked about the distinction between less than and 60
9 amps, clearly those are distinctions that would not
10 apply to the power plant rate element on the Exhibit A.

11 Q. So I take it that your answer to my question
12 is, yes, they are different?

13 A. Yes.

14 MR. KOPTA: Thank you, that's all I have.

15 MR. GOODWIN: Nothing further.

16 JUDGE MACE: All right, thank you, you're
17 excused.

18 MS. ANDERL: Your Honor, Qwest would next
19 call Ms. Terry Million to the stand.

20 JUDGE MACE: Very well.

21 (Discussion off the record.)

22

23

24

25

0230

1 Whereupon,

2 TERESA K. MILLION,

3 having been first duly sworn, was called as a witness

4 herein and was examined and testified as follows:

5

6 DIRECT EXAMINATION

7 BY MS. ANDERL:

8 Q. Good morning, Ms. Million.

9 A. Good morning.

10 Q. Ms. Million, are you the same Theresa K.

11 Million who has caused to be filed response testimony as

12 well as an exhibit identified as TKM-2 in this

13 proceeding?

14 A. Yes, I am.

15 Q. And those documents have been marked for

16 identification in this record as Exhibit 51-T and 52.

17 Do you have those documents before you?

18 A. Yes, I do.

19 Q. And were those documents prepared by you or

20 under your direction and control?

21 A. Yes, they were.

22 Q. And do you have any changes or corrections to

23 make to your testimony or your pre-filed exhibit?

24 A. No, I do not.

25 Q. Is the information true and correct to the

0231

1 best of your knowledge?

2 A. Yes, it is.

3 MS. ANDERL: Your Honor, we would offer
4 Exhibits 51 and 52 into evidence and tender the witness
5 for cross-examination.

6 JUDGE MACE: Any objection to any of these
7 exhibits?

8 MR. KOPTA: No objection.

9 JUDGE MACE: Thank you, I will admit them.
10 Go ahead, Mr. Kopta.

11 MR. KOPTA: Thank you, Your Honor.

12

13 C R O S S - E X A M I N A T I O N

14 BY MR. KOPTA:

15 Q. Good morning, Ms. Million.

16 A. Good morning, Mr. Kopta.

17 Q. I know you're just waiting for me to say I
18 don't have any questions like I did the last time we
19 were talking.

20 A. I was wondering if I was going to get that
21 same treatment here.

22 Q. I didn't want you to feel like your trip was
23 wasted.

24 A. Thank you.

25 Q. Ms. Million, first a clarifying question, you

0232

1 are not testifying about the interpretation of the DC
2 Power Measuring Amendment between Qwest and McLeod
3 that's at issue in this case, are you?

4 A. No, I am not.

5 Q. Your testimony is specific to the meaning of
6 the cost study that Qwest provided in the cost docket
7 here in Washington, correct?

8 A. That's correct, it's actually a response to
9 Mr. Starkey's contention that the cost study somehow
10 supports McLeod's position, and I'm here to explain that
11 the cost study the way that it was developed had nothing
12 to do with any position one way or the other. It simply
13 is what it is.

14 Q. I understand in Denver it is what it is is a
15 bad phrase to use though.

16 MR. GOODWIN: Just in hockey.

17 A. That's right.

18 Q. Would you turn to page 6 of Exhibit 51-T.

19 A. I have that.

20 Q. And specifically I would draw your attention
21 to the sentence that begins on line 13 that Qwest was
22 and remains entitled to bill McLeod for DC power plant,
23 et cetera.

24 A. Yes.

25 Q. And that is not an interpretation of the

0233

1 amendment between McLeod and Qwest, but rather your
2 understanding of the Commission's order in the cost
3 docket?

4 A. That's correct. I believe in Mr. Starkey's
5 testimony he implies that somehow the way that the costs
6 were developed in the docket support the idea that power
7 plant should be charged on an as-used basis. All I'm
8 saying here is that's not the way that it was developed,
9 that's not the way that it was applied in the beginning,
10 and there's no reason to believe that that should change
11 now.

12 Q. And --

13 A. Based on the costs.

14 Q. Right.

15 A. Excuse me.

16 Q. Thank you for that clarification.

17 But you're not testifying that McLeod and
18 Qwest couldn't agree to a different application through
19 an amendment or through their interconnection agreement?

20 A. I'm not testifying to anything with respect
21 to the amendment itself, no.

22 Q. If you would turn to the next page, which is
23 page 7 of Exhibit 51-T, and the sentence I would draw
24 your attention to beginning on line 4 where you're
25 talking about the label in one of the tabs in the cost

0234

1 study that uses the term DC power usage; do you see my
2 reference?

3 A. Yes, I do.

4 Q. And the cost study was prepared by Qwest, was
5 it not?

6 A. That's correct.

7 Q. And Qwest used the term DC power usage in the
8 cost study at this point; is that correct?

9 A. Yes, it did, and as I point out, probably
10 imprecisely and without enough forethought.

11 Q. Hindsight is --

12 A. But it was prepared in 2000 and 2001, far
13 ahead of the time that we contemplated this power
14 measuring amendment.

15 Q. Yeah, well, that's why lawyers stay employed.

16 So if I understand your testimony at this
17 point correctly, the term usage would in your mind mean
18 capacity when used in this context?

19 A. Yes, that's correct, and if I could explain
20 that. When we developed the power plant rate, we were
21 trying to get to a rate that was on a per amp basis.
22 And in order to do that, we had to make some sort of
23 assumption about how much power plant that was going to
24 reflect, and so we developed a rate based on a
25 hypothetical 1,000 amp power plant. And our engineer,

0235

1 and it just so happens that that was Mr. Ashton who is
2 here in this proceeding, gave us a list of the power
3 equipment that would be necessary to produce that 1,000
4 amps of capacity in the power plant, and then we simply
5 took the investments that were associated with that and
6 divided them by 1,000 in order to get a per amp rate,
7 and that plain and simple is all there is to the cost
8 study.

9 Q. Would that all cost studies were so simple.

10 JUDGE MACE: This will be 53.

11 BY MR. KOPTA:

12 Q. Ms. Million, do you recognize the document
13 that I have just had placed in front of you?

14 A. Yes, I do.

15 Q. And was it a document, at least with respect
16 to the response, that you prepared?

17 A. Yes, it is.

18 MR. KOPTA: Your Honor, I would request
19 admission of Exhibit 53.

20 MS. ANDERL: No objection.

21 JUDGE MACE: All right, I will admit it.

22 BY MR. KOPTA:

23 Q. Ms. Million, I would draw your attention to
24 the response and specifically the term or the word usage
25 in the second to last line of the response; do you see

0236

1 where I'm referring?

2 A. Yes.

3 JUDGE MACE: I'm not seeing where you're
4 referring, counsel.

5 MR. KOPTA: It's under response where
6 response is not in bold.

7 JUDGE MACE: At the bottom of the page?

8 MR. KOPTA: At the very bottom.

9 JUDGE MACE: Thank you.

10 BY MR. KOPTA:

11 Q. And in your use of the term usage in this
12 response, are you also referring to capacity, or are you
13 referring to actual measured usage?

14 A. Well, I'm referring a little bit to both,
15 because this particular response refers to the power
16 usage tab in the cost study, which is different than the
17 power equipment tab that we were talking about a moment
18 ago. And in this instance we actually are developing a
19 per amp rate, but it's a per amp rate that's associated
20 with the electrical current, the usage or consumable
21 portion of power. So it's a calculation that assumes
22 the electrical charges from the electrical company in a
23 state, and those come to us on a kilowatt hour basis,
24 and then it converts those to a per amp rate. So in a
25 sense, yes, there are some assumptions about capacity in

0237

1 there, but there are also assumptions about the fact
2 that this is actually a consumable portion of the power
3 charge.

4 Q. So usage as that term or word is used in the
5 cost study can mean the actual measured usage, or it
6 could mean capacity?

7 A. I would agree with that, that it has
8 different meanings depending on where it's used in the
9 cost study.

10 MR. KOPTA: Thank you, those are all my
11 questions.

12 JUDGE MACE: Ms. Anderl.

13 MS. ANDERL: No redirect of this witness.

14 JUDGE MACE: Thank you, you're excused.

15 THE WITNESS: Thank you.

16 JUDGE MACE: Well, it's a quarter after
17 10:00, a little early for a break.

18 MR. KOPTA: Well, if we don't take a break
19 now, we may not get one.

20 (Recess taken.)

21

22

23

24

25

0238

1 Whereupon,

2 CURTIS ASHTON,

3 having been first duly sworn, was called as a witness

4 herein and was examined and testified as follows:

5

6 DIRECT EXAMINATION

7 BY MS. ANDERL:

8 Q. Thank you, Your Honor, Qwest has called to
9 the stand Mr. Ashton, and I understand he has been sworn
10 in.

11 Mr. Ashton, would you please state your name
12 and your business address for the record.

13 A. Curtis Ashton, 700 West Mineral Avenue,
14 Littleton, Colorado 80120.

15 Q. And, Mr. Ashton, are you the same Curtis
16 Ashton who has caused to be filed response testimony as
17 well as two exhibits that have been marked as Exhibit
18 41-T, 42-C, and 43 in this proceeding today?

19 A. Yes, I am.

20 Q. Do you have any changes or corrections to
21 make to that testimony?

22 A. I do not.

23 Q. If I were to ask you the questions contained
24 in that testimony today, would your answers be the same?

25 A. Yes, they would.

0239

1 MS. ANDERL: Your Honor, we would move the
2 admission of Exhibits 41-T, 42-C, and 43 and tender the
3 witness for cross-examination.

4 JUDGE MACE: Any objection to the admission
5 of the exhibits?

6 MR. KOPTA: No objection.

7 JUDGE MACE: I will admit them.

8 MS. ANDERL: And just for clarification, I
9 believe 41 on the exhibit list is marked C, I don't
10 think there is anything confidential in the text of the
11 testimony.

12 JUDGE MACE: Yes, I think I had some
13 confusion there because there was somewhere where there
14 was a reference to CA-1 and I -- never mind, I don't
15 have to explain why that --

16 THE WITNESS: CA-1 is confidential.

17 BY MS. ANDERL:

18 Q. And actually, Mr. Ashton, let's make that
19 change while we're doing this if I might just jump back
20 in, you identified in your testimony a couple places an
21 Exhibit as CA-1, should that in fact be CA-2C?

22 A. For this hearing, yes.

23 JUDGE MACE: Thanks.

24 MS. ANDERL: Sorry, in some of the other
25 states, as I'm sure you're all aware by now, we didn't

0240

1 have to mark the exhibit --

2 THE WITNESS: The numbering system is
3 different.

4 MS. ANDERL: -- of the testimony as Exhibit
5 Number 1, and so.

6 JUDGE MACE: Thank you.

7 MS. ANDERL: And then of course the CA is
8 just Curtis Ashton, not confidential.

9 JUDGE MACE: Right.

10 MR. KOPTA: Change your initials, it would be
11 so much easier.

12 MS. ANDERL: Okay, thanks for letting me get
13 that straightened out.

14 JUDGE MACE: The ball is in your court or is
15 the puck in your net.

16 MR. KOPTA: Continuing on with the hockey
17 analogy.

18

19 C R O S S - E X A M I N A T I O N

20 BY MR. KOPTA:

21 Q. Good morning, Mr. Ashton.

22 A. Good morning.

23 Q. I have a few preliminary questions that won't
24 surprise you. Did you draft any of the language in the
25 DC Power Measuring Amendment between McLeod and Qwest

0241

1 that is at issue in this proceeding?

2 A. No, I did not.

3 Q. And did you participate in any of the
4 discussions or negotiations between McLeod and Qwest
5 concerning the amendment prior to its execution?

6 A. No, I did not.

7 Q. Did you discuss the amendment with any McLeod
8 personnel prior to its execution?

9 A. No.

10 Q. And are you involved in negotiations on
11 behalf of Qwest for interconnection agreements or
12 amendments to interconnection agreements in general?

13 A. No.

14 Q. Would you turn to page 4 of your testimony,
15 Exhibit 41-T.

16 A. I'm there.

17 Q. And I would specifically draw your reference
18 to the sentence that begins on line 13, and the
19 discussion there is designing a central office, and I'm
20 assuming you mean power plant, based on List 1 Drain; do
21 you see where my reference is?

22 A. No, because mine is numbered -- mine is not
23 numbered per page, is your numbered per page?

24 Q. It starts at 1 for each page.

25 A. Oh, mine doesn't.

0242

1 Q. Oh, another one of those weird things.

2 A. Here we go, thank you, okay, I'm there now,
3 13.

4 Q. Yes. And just to refresh our discussion, at
5 that point you are discussing Mr. Morrison's testimony
6 which has to do with designing a central office, and I'm
7 assuming you mean power plant in a central office, based
8 on List 1 Drain; do you see where my reference is?

9 A. Yes.

10 Q. And is it my understanding that based on your
11 testimony here that Qwest designs the power plant in its
12 central offices to the List 1 Drain of its own equipment
13 and the power cable capacity of collocating CLECs?

14 A. That would be correct.

15 Q. And from an engineering perspective, you
16 would agree with me that you would prefer to use List 1
17 Drain for all equipment that's collocated in the central
18 office, including CLEC collocated equipment?

19 A. As a power engineer, if I had that
20 information, yes.

21 Q. And in some cases you can get that
22 information from the manufacturer?

23 A. In some cases, yes.

24 Q. And in some cases it's equipment that Qwest
25 also has in its central offices and knows the List 1

0243

1 Drain for?

2 A. That is correct.

3 Q. When you are determining the size of the
4 power plant and you are considering the List 1 Drain of
5 Qwest's equipment plus the capacity of the power cables
6 for the CLECs, do you size the power plant at the sum of
7 those two measures, do you total up the List 1 Drain for
8 Qwest equipment, do you total up the CLEC power cable
9 capacity, and that equals the size of the power plant
10 that you build in the central office?

11 A. If I were building from scratch on a TELRIC
12 study, yes, but that's not what happens in actual
13 practice. What happens in actual practice is you
14 usually already have an existing power plant, so to go
15 back and look at the List 1 Drain of every piece of
16 equipment that's in the central office already is a time
17 consuming study that's not worth the time to do it. So
18 you take a peak drain for the past year on the existing
19 equipment in the office, you then add to it the List 1
20 Drains of the equipment that Qwest will be adding in the
21 planning horizon, a year, two years, and the requests
22 from the collocators are added to that as well. So all
23 three of those numbers are added together to obtain the
24 necessary capacity.

25 Q. Okay, well, there are a couple of follow ups

0244

1 that I want to ask about that. The first is let's
2 assume that we're in a TELRIC environment and we're
3 building everything today. Would you not put -- would
4 you not include in the power plant any excess capacity
5 for growth or for surges beyond what List 1 Drain plus
6 the CLEC's power cable capacity would equal?

7 A. Well, the CLEC's power cable capacity
8 theoretically would include surges. As far as growth
9 goes, I said there's a planning horizon which would plan
10 the plant, so as far as batteries and rectifiers, I'm
11 going to put in more than I need tomorrow, it's going to
12 be for the planning horizon, so there is excess capacity
13 in the plant, yes.

14 Q. Just to put it numerically, if the List 1
15 Drain of all of Qwest's equipment was 800 amps and the
16 power cable capacity for the collocating CLECs was 200
17 amps, you would not build just a 1,000 amp power plant,
18 correct?

19 A. No, I would not.

20 Q. Is there a rule of thumb for how much excess
21 capacity you would build?

22 A. I don't think there's really a rule of thumb,
23 it's the planning horizon, and the planning horizon
24 changes over time depending on how much growth we have
25 seen in the past in that office. So the engineer might

0245

1 look at past history to see how long in the future they
2 want to plan. The whole idea is you don't want to be
3 going in every six months and adding power capacity,
4 because it takes a long time and it's a costly job to
5 get in there in the first place.

6 Q. And going back to what you do today in terms
7 of measuring the load, where do you take those
8 measurements?

9 A. Which load?

10 Q. Well, when you're measuring -- you said that
11 as it's done today you measure the load plus you look at
12 the anticipated equipment that or the List 1 Drains for
13 the anticipated equipment that Qwest will locate.

14 A. Right.

15 Q. And then the DC power cable capacity for
16 CLECs. So I'm asking you when you're measuring the
17 load, where do you measure it?

18 A. Okay, that load, that particular, and I
19 mentioned that it was a peak load over the past year or
20 so, is measured at the power plant, and most power
21 plants have a way of keeping records of their peak
22 through the internal intelligent control.

23 Q. So if you measured at that point, would that
24 also include the actual usage of the CLEC's collocated
25 equipment?

0246

1 A. If they're connected, yes, that's correct.

2 Q. And is there a point at which the engineers
3 look to augment the power plant? I mean --

4 A. Yeah.

5 Q. Okay, I think you know what I'm getting at,
6 but I can explain it better if you need to.

7 A. Yeah, the rule of thumb, and it's not written
8 in any document anywhere, but because I'm the one that
9 -- one of the ones that sends in requests to
10 engineering, typically a note to engineering is sent
11 when we reach 80% of capacity.

12 Q. And that's when you start to look at perhaps
13 augmenting the power plant?

14 A. That's correct, although if the engineer
15 knows that more equipment's going to come in, in other
16 words they have an idea better than the field forces of
17 what's planned for the future, so we may need to gross
18 it up 50% if I'm going to triple the needs of the power
19 plant, just depends on how much is coming in. But as
20 far as the field forces go, they give a note to the
21 engineers at 80%.

22 JUDGE MACE: This will be Exhibit 44.

23 MR. KOPTA: We'll need to make it Exhibit
24 44-C since that is a confidential page.

25 THE WITNESS: Are we going to talk about it

0247

1 unconfidentially?

2 MR. KOPTA: We will talk about it

3 unconfidentially, yes.

4 BY MR. KOPTA:

5 Q. Mr. Ashton, do you recognize this document

6 that I have had placed before you?

7 A. Yes, I do.

8 Q. And I don't see that you were listed as the

9 person who prepared this, but have you seen this

10 document before?

11 A. Yes.

12 Q. Were you involved in any way in its

13 preparation?

14 A. Only from the perspective of telling the

15 respondents who they could go to to get the data they

16 needed.

17 Q. And did you review it for accuracy before it

18 was sent out?

19 A. I did not.

20 Q. But you have reviewed it?

21 A. Yes.

22 Q. And it was prepared by Qwest personnel?

23 A. Correct.

24 MR. KOPTA: Your Honor, I move the admission

25 of Exhibit 44-C.

0248

1 MS. ANDERL: We have no objection.

2 JUDGE MACE: I will admit it.

3 BY MR. KOPTA:

4 Q. Mr. Ashton, I would draw your attention to
5 the response on the first page, it's subsection D, and
6 actually if you look at the request, we had asked for,
7 McLeod had asked for the most recent List 1 Drain
8 required by Qwest's equipment in each central office in
9 Washington, and the objection basically says that it
10 could not be provided using reasonable efforts; is that
11 a fair characterization of the objection?

12 A. That's correct.

13 Q. And I believe that's consistent with what you
14 were just saying in terms of whether Qwest keeps the
15 List 1 Drain information available.

16 A. Whether we keep it available for every piece
17 of equipment we have placed over the last 100 years,
18 yeah.

19 Q. Does Qwest maintain a current total List 1
20 Drain for its central offices?

21 A. No, we do not.

22 Q. So the only List 1 Drain that you would keep
23 would be individual pieces of equipment, and that's
24 going to be scattered hither, thither, and yon?

25 A. Correct. All new equipment that we're going

0249

1 to add, we have the List 1 Drain for that.

2 Q. So if we were to ask this question again, we
3 would be better served to ask for the information that
4 you and I have discussed in terms of how Qwest sizes its
5 power plant with respect to its own equipment?

6 A. Correct, yes, we could provide that answer.

7 JUDGE MACE: I'm sorry?

8 A. We could provide that answer.

9 MR. KOPTA: Your Honor, the intent of this
10 data request was to be able to double check the extent
11 to which Qwest totals up the List 1 Drain of all of its
12 equipment in sizing the power plant. We have two of the
13 three pieces of the equation, the total size of the
14 power plant and the CLEC orders, but we don't have the
15 Qwest numbers that we were just discussing here. And
16 this discussion clarifies why they did not provide that
17 information, but we would ask if, since Mr. Ashton says
18 that the information could be provided, if we could make
19 a record requisition for that information to fill in
20 column D of page 3 of Exhibit 44-C.

21 MS. ANDERL: Your Honor, I would like to seek
22 some clarification in terms of what the record request
23 would actually entail providing.

24 JUDGE MACE: Go ahead.

25 MR. KOPTA: What we would ask for is what

0250

1 Mr. Ashton and I were just discussing, which as a lawyer
2 I hate to characterize engineering terms, but the peak
3 load that Qwest uses to size its power plant plus the
4 List 1 Drains of expected Qwest equipment over the
5 forecasted period, which I believe is 18 to 36 months;
6 is that correct, Mr. Ashton?

7 THE WITNESS: I think that's in testimony
8 somewhere, yes.

9 MS. ANDERL: Peak load that Qwest uses to
10 size its power plant equipment plus the List 1 Drains
11 anticipated over the next -- of equipment anticipated
12 over what time horizon?

13 MR. KOPTA: Whatever the time horizon is that
14 is used for planning in that particular central office
15 or whether it's a general planning horizon.

16 THE WITNESS: I think you -- can I ask a
17 clarifying question?

18 MR. KOPTA: Please do.

19 THE WITNESS: I think you already have the
20 peak load, right, haven't we provided that to you?

21 MR. KOPTA: I don't believe so.

22 THE WITNESS: You said you have two of the
23 three pieces of information.

24 MR. KOPTA: Yes, if you will look at Exhibit
25 44-C, you will see what we have. And as I understand

0251

1 it, if you look in column E that is the total size of
2 the power plant, and in column F that's the amount of
3 power ordered by all the collocating CLECs, and so what
4 we need is the historic load that you use along with
5 forecasted List 1 Drain to come up with Qwest's side of
6 the equation.

7 JUDGE MACE: So you really know the number
8 then, you just want the way?

9 MR. KOPTA: We don't know the number.

10 JUDGE MACE: How is it that you don't know
11 the number, I mean if you have the total and you have a
12 CLEC total?

13 MR. KOPTA: Correct.

14 MS. ANDERL: What they want, Your Honor, is
15 the Qwest peak load that it used to size the power
16 plant. I think I understand Mr. Kopta is saying there
17 are three components here, we need to know how big the
18 moving pool is --

19 MR. KOPTA: Which we've got --

20 MS. ANDERL: -- power plant capacity, and
21 that is the column E, we provided them that, we want to
22 know how many amps of CLEC orders there are out there,
23 which is column A plus column F, and we want to know,
24 Qwest, what is the peak load of your own equipment that
25 you use as the other component in terms of making sizing

0252

1 decisions for power plant.

2 JUDGE MACE: I was just thinking that if you
3 knew the two pieces, you could just subtract one from
4 the other, apparently it's not quite that easy.

5 MR. KOPTA: Well, that's an assumption that
6 we're not willing to make at this point, so.

7 JUDGE MACE: You're not, then so --

8 MS. ANDERL: Allow me to state my objection.

9 JUDGE MACE: Sorry, I didn't mean to tread on
10 that. So let me make sure that I understand what you're
11 asking for here, the peak load that Qwest uses to size
12 its power plant plus the List 1 Drain that Qwest
13 anticipates using over some unspecified planning time
14 horizon. That's what I got from some of the --

15 MR. GOODWIN: I think specifically it was the
16 List 1 Drain of the additional equipment that Qwest
17 plans to install in its power plants over the relevant
18 time horizon.

19 MR. KOPTA: That's correct, I mean basically
20 what we're just trying to do is, as a follow up to my
21 discussion with Mr. Ashton, this is how Qwest sizes its
22 power plant, we just want all the pieces that Qwest uses
23 to do that.

24 JUDGE MACE: Very well, and when will this be
25 ready?

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1 MS. ANDERL: May I make my objection?

2 JUDGE MACE: Oh, I see, yes, go ahead.

3 MS. ANDERL: I mean we totally can, we always
4 are, we can provide this, but we think it is so highly
5 irrelevant to the inquiry before us and so distracting
6 that it would really not serve the proceeding well to
7 have this information. We further think it's a little
8 late in the game for them to be asking for it, but we
9 understand that sometimes the clarity of the question
10 isn't revealed until down the road, and we don't want to
11 advocate for too rigid a rule on that because sometimes
12 it goes the other way.

13 MR. KOPTA: Sauce for the goose.

14 MS. ANDERL: This is so far removed, Your
15 Honor, from the contract dispute, even from the
16 discrimination dispute that we're talking about, I can't
17 emphasize strongly enough. And I recognize that Your
18 Honor may say, well, I can't make a decision about this
19 until I see the data, and you guys can all argue it on
20 brief. But I think that would be, as I said, just
21 monumentally distracting and a waste of effort.

22 What we're looking at here and what we're
23 talking about here is how Qwest manages its power plant
24 network in the real world. And I know McLeod will
25 criticize us for saying the real world doesn't have a

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1 direct link to the TELRIC cost studies, but that is the
2 truth of it. The TELRIC cost studies are based on
3 actual costs, they're based on actual engineering
4 principles, they're not necessarily synched up nor are
5 they intended to be synched up with the practices in the
6 network. And to try to take the TELRIC cost study, the
7 prices of per amp of capacity, and that is the
8 underlying basis for the Commission's approval of our
9 ability to charge power amp capacity on a per amp
10 ordered basis on the size of the cables, and then try to
11 translate that into, Qwest, what are you doing today in
12 2006 in the network, there just is no linkage there.
13 Furthermore, the decisions that Qwest made about sizing
14 power plant that are relevant potentially, even if this
15 was a relevant inquiry, McLeod power orders in this
16 case, all but one or two of them were placed in 1999 and
17 2000. That is when Qwest made real world engineering
18 decisions about whether and to what extent it would
19 augment. Qwest didn't have at that point in time, and
20 this is all testimony that's already in the record, did
21 not have evidence with regard to usage, CLEC usage,
22 actual, measured, anticipated, or otherwise. All of
23 these power orders came in pretty much in the same 6 to
24 12 month time horizon. What Qwest anticipated peak
25 loads or historical peak loads were in '99 and 2000,

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1 what its planning horizon was in '99 and 2000 and how
2 that all mixed together with the capacity of the power
3 plant that was already installed in 1999 and 2000, and
4 whether the CLEC's order was going to push us over the
5 top or not is not what this data request asks for. If
6 anything were relevant, that would be, but that's not
7 what this data request asks for. I'm pretty sure that
8 data isn't even available any more, it was so long ago.
9 And so for them to try to mix present day where we are
10 in the network and argue from that that Qwest ought to
11 change the pricing either based on the contract or based
12 on a discrimination claim that was already approved
13 based on orders placed six or seven years ago is, as I
14 said, just we're so far out in left field we're in the
15 next state. And I apologize for the length of that
16 objection, but I'm obviously pretty passionate about
17 this.

18 MR. KOPTA: So tell us what you really feel,
19 Ms. Anderl. Is that it?

20 JUDGE MACE: Is that all?

21 MS. ANDERL: I think that is it, Your Honor.

22 MR. KOPTA: Oh, a couple of things, and I
23 will try to be brief. First of all, this information is
24 essentially what we were trying to ask for in the data
25 request that has now been marked as Exhibit 44-C, and

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1 Qwest imposed no such objection when responding to this
2 when we were asking for the List 1 Drain of Qwest's
3 equipment. And now that we're asking more accurately
4 for what Qwest uses, now Qwest is objecting, and I think
5 it's a little late in the game to be making this
6 objection now.

7 More substantively, one of Qwest's points,
8 and they certainly have raised this in their testimony
9 as well as in the cross-examination yesterday, is that
10 their position is that McLeod and other CLECs that order
11 these power cables have asked for the amount of power
12 that those power cables can carry and that Qwest
13 reserves that amount of capacity in a power plant and
14 that therefore that McLeod should pay for that. This
15 goes directly to the issue of whether Qwest in fact
16 reserves that much power in its power plant for CLECs,
17 in essence dedicates a certain amount of power in its
18 power plant according to the amount of power capacity
19 that is in the DC power cables. So I think that it's
20 directly relevant and if nothing else to Qwest's defense
21 to the complaint that if we ordered it, we should have
22 to pay for it because Qwest has got it right there ready
23 and waiting for us.

24 JUDGE MACE: Well, I sort of understand both
25 sides of this, but given the kind of hearing that we're

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1 in, where I'm going to come down is to require the
2 production of the record requisition information, and it
3 may well be that in a decision after briefing that your
4 position, Ms. Anderl, will be born out, but at this
5 point in time, I am going to require the information to
6 be produced.

7 MR. KOPTA: Thank you, Your Honor.

8 MS. ANDERL: Thank you, Your Honor. I
9 believe that the rules require us to produce that
10 information within ten days after the transcript becomes
11 available, which would put us at something like July
12 24th. I would venture to guess we can provide it before
13 then, but I would like to, if we were to take another
14 little break off the record where I could consult with
15 my witness, I could get a better handle on what date we
16 can provide it by.

17 JUDGE MACE: We will take a break to discuss
18 briefing and schedules, so at that point maybe we can
19 confirm a date for that.

20 MR. KOPTA: Okay, thank you.

21 BY MR. KOPTA:

22 Q. This is kind of anticlimactic, Mr. Ashton, I
23 almost want to stop now, but I want to ask you one other
24 thing, and that has to do with Exhibit 43, which is your
25 Exhibit CA-3. This is your power point presentation for

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1 US West, and specifically I will refer you to page 8 of
2 that exhibit, which unfortunately is in the shading of a
3 little block so you can't see the number.

4 A. Right, I see it.

5 JUDGE MACE: Did you say page 8, counsel?

6 MR. KOPTA: 8.

7 JUDGE MACE: Okay, thank you.

8 BY MR. KOPTA:

9 Q. I'm tempted to ask you whether you made the
10 little drawing on here, but I won't, and then, you know,
11 whether that's what it's like at Qwest central offices
12 and that kind of thing.

13 What I'm going to ask you about is the first
14 bullet point where you state or this exhibit states,
15 CLEC power usage may drive immediate addition of power
16 backup or will cause earlier exhaust for ILEC; do you
17 see where my reference is?

18 A. Yes, I do.

19 Q. Now in your use of the term usage, are you
20 talking about the capacity of the power cables that the
21 CLEC's order, or are you talking about the power that
22 they actually use?

23 A. I'm talking about the capacity of the power
24 cables. And to me the reason that -- I like how
25 Ms. Million put it, it was an imprecise term of the word

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1 usage, because obviously it's impossible for a CLEC who
2 has not even collocated equipment yet to drive an
3 immediate exhaust of the power plant capacity, because
4 there is no usage yet in that sense of the term usage.
5 However, if I took the hypothetical 200 amps that were
6 ordered, not knowing when the CLEC is going to place
7 their equipment and knowing that I have a planning
8 horizon to get that equipment in so that I can make sure
9 I can meet their needs whenever they get the equipment
10 in, in this case usage means capacity.

11 Q. So again, the term usage can mean, as used by
12 you or as used by Qwest, can mean capacity as well as
13 the actual usage itself?

14 A. In 1999, yes.

15 Q. Oh, I see, today it doesn't mean that any
16 more?

17 A. Yeah, we have learned a hard lesson about how
18 to properly use usage.

19 Q. I see, so 2006 onward you're going to be much
20 more precise?

21 A. We will be more precise.

22 MR. KOPTA: Okay, those are all my questions,
23 Your Honor.

24 JUDGE MACE: Ms. Anderl.

25 MS. ANDERL: Thank you, Your Honor.

0260

1 R E D I R E C T E X A M I N A T I O N

2 BY MS. ANDERL:

3 Q. I'm tempted to ask Mr. Ashton if he's no
4 longer putting little pictures into power points, but.

5 A. I am not, that's another lesson I learned.

6 Q. It was the subject of some conversation in
7 Utah, was it not, I think.

8 Mr. Ashton, Mr. Kopta asked at what point in
9 the capacity of the power plant would trigger an
10 augment; do you recall that question?

11 A. Yes, I do.

12 Q. And on the document that he just
13 cross-examined you on, your power point presentation,
14 you were talking about the need to add additional power
15 plant capacity; do you have that in mind?

16 A. Yes.

17 Q. Okay. Since 1998 have Qwest's power plants
18 grown?

19 A. Yes, they have.

20 Q. And is that in part due to collocation?

21 A. Yes, it is.

22 Q. Mr. Morrison said that the effect of the
23 collocation should really be a net zero drain on the
24 power plant, because all you would be doing was moving
25 customers around from Qwest to the CLEC collocater, and

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1 it shouldn't cause an increased demand on the power
2 plant. Is that consistent with what your experience has
3 been?

4 MR. KOPTA: Objection, this is again going
5 back to redirect on cross that they did on our witnesses
6 yesterday, not from my cross-examination of Mr. Ashton
7 this morning.

8 MS. ANDERL: Mr. Kopta inquired about the
9 need to augment power plant capacity and when that was
10 triggered, the demands that collocation --

11 JUDGE MACE: I will allow the answer to this
12 one. I see that this could stray into an area where I
13 might sustain an objection, but I want to hear the
14 answer to this.

15 THE WITNESS: Can you repeat the question?

16 MS. ANDERL: I can not.

17 THE WITNESS: Perhaps the court reporter can
18 read it for us.

19 BY MS. ANDERL:

20 Q. The question simply is, is your experience
21 consistent with Mr. Morrison's testimony that the
22 effects of collocating equipment should really still be
23 a net zero drain on power plant?

24 A. No, that's not my experience.

25 Q. Can you explain why that is?

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1 A. Perhaps it would be best served by an
2 analogy. If, for example, we took our pieces of
3 equipment that draw power and likened them to a common
4 household appliance such as a refrigerator. If I had a
5 refrigerator and someone came into my basement and put
6 another refrigerator, and my customers were the things
7 that I kept in the refrigerator such as my beer, and I
8 keep them happy by keeping them cold, when someone takes
9 a six pack out of my refrigerator and puts it in their
10 refrigerator, I now have almost twice as much power as I
11 did originally, because the equipment itself just to
12 power it up before the customers are ever placed on it
13 draws more power. Even before they take one customer
14 from me, my power plant draw increases, because there's
15 a base level to power the equipment up.

16 Q. And Qwest's equipment, the power consumption
17 on Qwest's equipment, is that linear with regard to the
18 number of customers on it? In other words, if you lose
19 half of your customers, do you lose half of your power
20 drain?

21 A. No.

22 Q. What is the relationship?

23 A. It's not linear. I don't lose half or more
24 than half, I lose some lesser amount, much less.

25 Q. You lose much less power drain?

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1 A. Correct.

2 Q. You talked with Mr. Kopta about page 4 of
3 your testimony and designing power plant for List 1 for
4 Qwest equipment and List 2 for CLEC equipment; do you
5 recall that conversation?

6 A. Yes.

7 Q. As someone who is responsible for designing
8 power plant, do you feel as though you have adequate
9 information about CLEC equipment to design for List 1
10 for the CLECs?

11 A. No.

12 Q. And why is that?

13 A. Because I have no idea what they're going to
14 put in their cage ultimately. Mr. Morrison testified
15 yesterday that the equipment list they provided us isn't
16 all that they're going to put in there, and I don't know
17 when they're going to put any more equipment in, plus I
18 don't know about all the pieces of equipment that are on
19 that list anyway, I don't use even half of them.

20 Q. You don't use even half of the pieces of
21 equipment?

22 A. Same pieces of equipment in my own network.

23 Q. And do the CLECs when they place orders with
24 Qwest tell Qwest anything about the time horizon as to
25 when they will be demanding the peak load?

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1 A. They do not.

2 MS. ANDERL: That's all the questions that I
3 have, thank you.

4 JUDGE MACE: Mr. Kopta.

5 MR. KOPTA: Just a few follow up.

6

7 R E C R O S S - E X A M I N A T I O N

8 BY MR. KOPTA:

9 Q. You were just discussing with Ms. Anderl
10 whether you have all the information that you need to
11 design power plant based on List 1 Drain for CLEC
12 equipment; do you recall that discussion?

13 A. Yes.

14 Q. And you made several statements, one was that
15 you don't know all of the equipment on the List 1 Drain
16 for all of the equipment on the list that you're
17 provided when the CLEC tells you what they're going to
18 initially include in their collocation space, correct?

19 A. Correct.

20 Q. But you could ask McLeod or the CLEC for that
21 information, could you not?

22 A. Theoretically, yes.

23 Q. And why do you not ask for that information?

24 A. I'm not in that group, so I can't really
25 answer the question as to why that information wasn't

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1 asked for. However, in my experience in dealing with
2 that time frame, there are a limited number of power
3 engineers. One office for example might have 14
4 collocators coming in at the same time within a 3 month
5 period, my job as a power engineer is to get the power
6 plant built as quickly as possible. In Utah I mentioned
7 that trying to get List 1 Drain is like trying to pull
8 teeth sometimes, it's very difficult to get. I don't
9 necessarily have the time to gather all of that
10 information in the time frame we were talking about back
11 in 1999 and 2000 because of the needs to meet the
12 collocators' requests right away. Within 90 days I had
13 to have that power plant built.

14 Q. And I believe in Utah you were referring to
15 getting the List 1 Drain information from the
16 manufacturer; is that correct?

17 A. Correct.

18 Q. And if you could -- if time were a
19 consideration, you could ask McLeod and have them get
20 that information from the manufacturer if they don't
21 have it, correct?

22 A. In theory, I guess, yes, if they had it.

23 Q. And your concern is about the timing, is it
24 your belief from an engineering perspective that it's
25 better to build a power plant to accommodate 100 or 200

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1 amp feeds as opposed to the List 1 Drain which you might
2 get, which could be 25 or 50 amps for 14 different
3 collocators?

4 A. For a collocator, I don't know how fast
5 they're going to draw. In fact, my experience at that
6 point taught me that some collocators actually drew much
7 more than what they requested. We had collocators where
8 they blew their fuses. They were drawing more than 250%
9 of what they had requested. So I had no idea that all
10 collocators were going to be like McLeod and order way
11 more capacity as far as power feeder than they needed.
12 Some collocators didn't, some underordered capacity. So
13 the only assumption I could make was here's the power
14 they need.

15 Q. And you made that assumption because you
16 didn't ask them what they needed?

17 A. Even the ones that told me theoretically,
18 this is the maximum I'm going to need, they blew their
19 fuses.

20 Q. And as I recall, there's nothing on the
21 collocation application form that requests the List 1
22 Drain for CLEC collocated equipment; is that correct?

23 A. That's correct.

24 Q. Is it your understanding that Qwest does not
25 proceed with collocation provisioning until there's a

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1 completed application?

2 A. If I remember correctly, that's correct.

3 Q. So Qwest could include the List 1 Drain for
4 all equipment that a CLEC collocates and not consider
5 the application complete until such time as that
6 information is provided, could it not?

7 A. I would say could have. Remember we're
8 talking about the past.

9 Q. Or we could talk about the present as well,
10 either way.

11 A. Theoretically if I were to design a new
12 collocation application form and I were the designer,
13 yes, I would put that on there.

14 Q. You also said that the initial equipment list
15 isn't all of the equipment that a CLEC may end up
16 collocating in that space; is that correct?

17 A. That's correct.

18 Q. The CLEC, however, will tell Qwest before it
19 puts a new piece of equipment in its collocation space,
20 will it not?

21 A. Yes.

22 Q. And so you will know at that point what
23 equipment is going to be put in the cage?

24 A. I will know at that point, but that may not
25 give me enough time to build my power plant.

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1 Q. And how much lead time does Qwest require or
2 notice does it require before it allows a new piece of
3 equipment in a collocation space?

4 A. 90 days, in some states it was 45, but
5 typically 90 days.

6 Q. And you also discussed not knowing any kind
7 of time horizon when CLECs will be adding new equipment
8 to their collocation space; do you recall that
9 discussion?

10 A. Yes.

11 Q. And so again this was something you could ask
12 CLECs in terms of what their forecasts are for
13 additional equipment to be added to the collocation
14 space?

15 A. Could have, but I don't know that their
16 forecasts are any more accurate than anybody else's.

17 Q. Well, you rely on your own forecasts for List
18 1 Drain equipment that you anticipate adding in the
19 central office, don't you?

20 A. Correct, but we know what our budget is.

21 Q. And CLECs don't know what their budget is?

22 A. I guess they do.

23 MR. KOPTA: Thank you, those are all my
24 questions.

25 JUDGE MACE: Thank you, Mr. Ashton, you're

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1 excused.

2 MS. ANDERL: Your Honor, may I go another
3 round, I had a couple follow ups from Mr. Kopta's
4 questions. If not, not, but.

5 MR. KOPTA: I won't object because at some
6 point in the future she may object when I want to do the
7 same thing.

8 JUDGE MACE: I see. Well, in that case, it's
9 unusual, but I will allow it.

10

11 R E D I R E C T E X A M I N A T I O N

12 BY MS. ANDERL:

13 Q. Mr. Ashton, you answered some questions with
14 Mr. Kopta just a minute ago about whether you could ask
15 for List 1 Drain or you could ask for forecasts; do you
16 recall that?

17 A. Yes.

18 Q. And even if Qwest did ask for List 1 Drain in
19 the past or at the present point in time, would that in
20 your understanding in any way change how Qwest is
21 authorized and required to charge for power plant
22 capacity based on the prior cost docket in this state?

23 A. No, it would not, the cost docket requires us
24 to charge based on the amps ordered.

25 Q. And you had a discussion with Mr. Kopta a

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1 little bit about the extent to which the CLEC power
2 cable orders reflect their power needs; do you recall
3 that?

4 A. Yes.

5 Q. And I believe it was your testimony that not
6 all CLEC orders have the same relationship in terms of
7 the size of the power cable ordered to what they would
8 ultimately ends up drawing; is that right?

9 A. That's correct.

10 Q. And what was the relationship that you saw
11 with -- that we see now between McLeod's power orders
12 and usage?

13 A. I would say that they significantly overorder
14 their power cable feeds.

15 Q. Is that true for other CLECs as well?

16 A. For some, but not for most.

17 MS. ANDERL: Thank you, that's all I have.

18

19 R E C R O S S - E X A M I N A T I O N

20 BY MR. KOPTA:

21 Q. Mr. Ashton, you're not an attorney, are you?

22 A. No.

23 Q. And so when you say that the cost docket
24 orders require Qwest to charge rates in a certain way,
25 that's your understanding based on what?

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1 A. What I have been told.

2 Q. And have you been told that whatever the
3 Commission orders in the cost docket could not be
4 something that might be changed through a later
5 amendment or contract between Qwest and the carrier?

6 A. The way I understand that, it can be changed.

7 MR. KOPTA: Thanks, that's all.

8 JUDGE MACE: Great, now you're excused.

9 All right, let's be off the record.

10 (Discussion off the record.)

11 JUDGE MACE: We have had a brief discussion
12 of timing of various proceedings and various elements of
13 this proceeding, and the parties are talking about July
14 14th as the date for Qwest to provide the information
15 required by Record Requisition Number 1, and then
16 opening briefs filed August 11th and reply briefs August
17 25th.

18 Is there anything else we need to address?

19 Thank you, the record is closed.

20 (Hearing adjourned at 11:20 a.m.)

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