

**BEFORE THE  
PUBLIC SERVICE COMMISSION OF UTAH**

In the Matter of the Complaint of	)	
McLeodUSA Telecommunications	)	
Services, Inc., against Qwest Corporation	)	Docket No. 06-2249-01
for Enforcement of Commission-	)	
Approved Interconnection Agreement	)	
	)	

**SURREBUTTAL TESTIMONY  
  
OF  
  
TAMI SPOCOGEE**

On behalf of

**McLeodUSA Telecommunications Services, Inc.**

May 19, 2006

**I. INTRODUCTION**

**Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS FOR THE RECORD.**

A. My name is Tami Spocogee. My business address is 15 E. 5th St. Suite 1500, Tulsa, OK  
74103

**Q. HAVE YOU REVIEWED THE REBUTTAL TESTIMONY OF WILLIAM R.  
EASTON?**

A. Yes I have.

**Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

A. To discuss Mr. Easton's testimony surrounding the Power Measurement Amendment and the belief that McLeod clearly understood that the Power Plant charge shown under the Rate Category of 8.1.4. -48 Volt DC Power Usage would remain billed on an "as ordered" basis instead of "measured".

**Q. DO YOU AGREE THAT THE DC POWER MEASURING AMENDMENT  
CLEARLY SHOWS THE POWER PLANT CHARGE WOULD CONTINUE TO  
BILL ON AN AS ORDERED BASIS?**

A. No. Mr. Easton stated in his testimony that Power Plant was not even mentioned in the amendment so it was clearly understood that those charges would not be included in the measurement. However, Section 2.1 of the amendment explains the difference between DC Power Usage and AC Usage Charges. The description of the DC Power Usage Charge says that the DC Power Usage is for the capacity of the power plant available for CLEC's use. Since the description includes the use of the power plant used by the CLEC and not the Power Plant ordered, it's very clear that the power plant is to be included.

Section 2.2.1 explains that the DC Power Usage Charge applies on a per amp basis to all orders of greater than sixty (60) amps. Initially the power would be billed as ordered until the actual usage is measured. Once the measurement was performed the method of billing would be changed.

Exhibit A of the Interconnection Agreement shows both Power Plant and Power Usage as a component of the -48 Volt DC Power Usage Rate Category. Section 2.2.1 shows the DC Power Usage Charge applies on a per amp basis to all orders greater than (60) amps and would be billed on a measured basis. Both Power Plant and Power Usage components of the DC Power Usage has different rates for Greater than 60 amps and less than 60 amps. Because the components are not only part of the same Rate Category and they also have the same billing scenarios of Greater or Less than 60 amps, the

Amendment and Exhibit A clearly considers the Power Plant to be included in the measurement billing.

**Q. MR. EASTON TESTIFIED THAT MCLEOD CLEARLY UNDERSTOOD THE INTENT OF THE DC MEASURING AMENDMENT AND THE POWER PLANT CHARGE WOULD NOT BE MEASURED. DO YOU AGREE?**

A. I do not. Mr. Easton has made statements regarding the "Change Management Process" (CMP) and the PCAT that can be found on Qwest web site. McLeod is not arguing the point that these documents discuss the DC Power Measuring amendment. Qwest can provide as many different versions of these documents as they want but it doesn't change McLeod's interpretation of the Amendment that was signed. Neither of these documents regulates the rates or the application of such rates billed via an Interconnect Agreement or Tariff. In fact Exhibit WRE-2 clearly states at the bottom of page 1 - "Note: In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party."

Mr. Easton also made statements that McLeod had a representative that participated in the CMP meetings, but not the adhoc meetings held specifically about the DC Power Amendment. McLeod had previously checked with all the parties that normally participated in the CMP functions and at that time could not locate anyone that had participated. Easton's testimony states that McLeod employee Stephanie Prull was in attendance at the general meetings where the DC Power Amendment was presented. After investigation was performed, we do admit she was in attendance. However, Stephanie is no longer with the company, but the function she performed concentrated solely on the ordering processes used for the provisioning of McLeod end user services. She was not in attendance to handle situations surrounding Collocations and would have no knowledge regarding the billing and or elements associated with the billing of the collocations. Regardless of whether or not Stephanie had the required knowledge to understand the amendment, it's a moot point. The CMP and PCAT are product and process documents. They do not define or regulate the rates and/or application of those rates. On the Qwest web site there's a section describing CMP. In the first paragraph it states: This document defines the processes for change management of Operations Support Systems (OSS) Interfaces, products and processes (including manual) as described below. CMP provides a means to address changes that support or affect pre-ordering, ordering/provisioning, maintenance/repair and billing capabilities and associated documentation and production support issues for local services." No where in this description does it state that CMP defines the rates or application of rates billed. Those are defined in the Interconnect Agreements. Because CMP and PCAT are used for the purpose of setting processes and explaining products, it really doesn't matter if McLeod read the documents or not. Bottom line is that the agreement overrides anything stated in the CMP or PCAT and McLeod believes Power Plant should be billed per the amendment, on a measured basis.

Mr. Easton also claims that spreadsheets used by the engineering group to track the savings as a result of signing the amendment proves that McLeod was in complete agreement with Qwest as to the charges that would be included in the measurement. Just because the USOCs related to the power plant charges were not included doesn't mean McLeod agreed. The purpose of the tracking sheet was to combine all of the Price Quote forms sent by Qwest to show the amount of credit that would be applied to the collocation invoices. If the spreadsheet is compared to the Price Quote sheet, you'll see the price quote date and the very same information that was provided on the Price Quote.

The engineering group that made the decision to have the amendment signed had the responsibility to ensure the charges would not be increased if the amendment were signed. (There have been issues where other states had amendments that would reduce the power but other charges would be increased for a net increase in the overall billing.) The information that was provided by Qwest confirmed that the amendment would clearly reduce the collocation cost so it was signed.

Once the amendment was signed and the Network Cost group started performing audits on the collocations we noticed the power plant component of the DC Power Usage was not billing as measured. Questions were sent to Qwest for explanations and reasoning as to what was supposed to be billed. However, even with all the documents and explanations, McLeod came to the conclusion that the charges were not billed in accordance with the Interconnect Agreement and the charges were disputed.

**Q. DOES THIS CONCLUDE YOUR SURREBUTTAL TESTIMONY?**

**A.** Yes, it does