

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**In the Matter of the Petition of Qwest
Corporation for Arbitration with Eschelon
Telecom, Inc. Pursuant to 47 U.S.C. Section
252 of the Federal Telecommunications Act of
1996**

Docket No. UT-063061

EXHIBIT DD-26

TO THE

SURREBUTTAL TESTIMONY OF DOUGLAS DENNEY

ON BEHALF OF ESCHELON TELECOM, INC.

APRIL 3, 2007

DRAFT – 11-28-05

(This draft only reflects the “clean-up” changes made from the 11/22/05 and 11/23/05 calls. Started from Eschelon’s 11/4/05 version.)

| **DRAFT – 11-28-05**

9.3.3.8.1 For those locations where CLEC is serving Customers, Qwest shall provide CLEC notice that an agreement has been reached with the building owner to move the Demarcation Point in the owner’s MTE to the minimum point of entry. The Qwest notice will provide the timeframe for when the Demarcation Point will be moved to the minimum point of entry. Qwest shall provide such notice within ten (10) business days after the agreement has been reached.

9.3.3.8.2 CLEC shall have the option of moving its service to the newly established Demarcation Point or negotiating with the building owner connecting to the wiring as previously provided. Qwest shall make the appropriate Billing adjustments as of the date a newly established Demarcation Point is active.

9.3.3.8.3 If CLEC elects to move its service to the new minimum point of entry, CLEC may either perform its own cross-connect or request that Qwest perform the cross-connect. If Qwest performs the cross-connect appropriate time and material charges are applicable.

9.3.4 Detached Terminal Subloop Access General Terms

9.3.4.1 With the exception of an MTE Terminal, Unbundled Subloop elements are accessed at an FCP through an accessible terminal. However, if power and/or heat dissipation are required, a Remote Collocation request should be submitted pursuant to Section 8 of this Agreement.

9.3.4.2 To the extent that the accessible terminal does not have adequate capacity to house the network interface associated with the FCP, Qwest will place the FCP in an adjacent terminal when Technically Feasible.

9.3.4.2.1 Reserved for Future Use.

9.3.4.3 Field Connection Point

9.3.4.3.1 Qwest is not required to build additional space for CLEC to access Subloop elements. When Technically Feasible, Qwest shall allow CLEC to construct its own structure adjacent to Qwest’s accessible terminal. CLEC shall obtain any necessary authorizations or rights of way required (which may include obtaining access to Qwest rights of way, pursuant to section 10.8 of this Agreement) and shall coordinate its facility placement with Qwest, when placing their facilities adjacent to Qwest facilities. Obstacles that CLEC may encounter from cities, counties, electric power companies, property owners and similar third parties, when it seeks to interconnect its equipment at Subloop access points, will be the responsibility of CLEC to resolve with the municipality, utility, property owner or other third party.

9.3.4.3.2 The optimum point and method to be determined during the FCP process. The obligation to interconnect in a manner that maintains and security. ments will a mutual reliability,

9.3.4.3.3 CLEC must identify the size and it will be