

Attachment 1  
UT-070371-AF  
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NO ACTION  
**verizon**

Verizon Northwest Inc.

P.O. Box 1003  
Everett, WA 98206-1003  
Fax: 425-261-5262

May 12, 2009

Washington Utilities and  
Transportation Commission  
P.O. Box 47250  
1300 S. Evergreen Park Drive SW  
Olympia, Washington 98504-7250

Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 392  
Ref. UT-070371

To whom it may concern:

Enclosed for the Commission's file is a verified copy of Attachment 7 to a Master Services Agreement between Verizon Services Corp., on behalf of Verizon telephone operating companies, including and Verizon Northwest Inc., and Verizon Wireless.

The footer notwithstanding, the companies are not seeking confidential treatment of this document.

Please call me at 425-261-5006 if you have any questions.

Very truly yours,

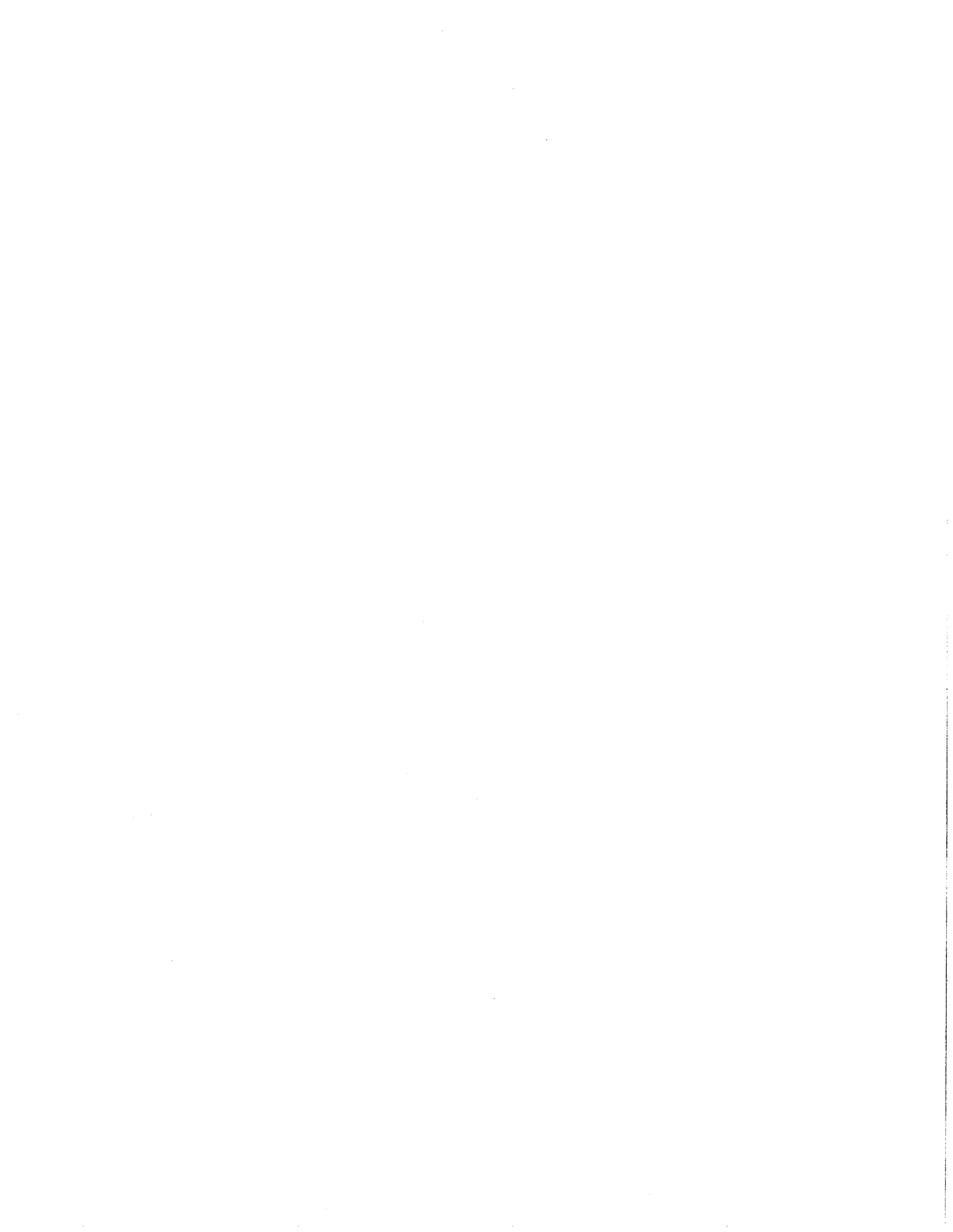


Richard E. Potter  
Director  
Public Affairs, Policy & Communications

Enclosure

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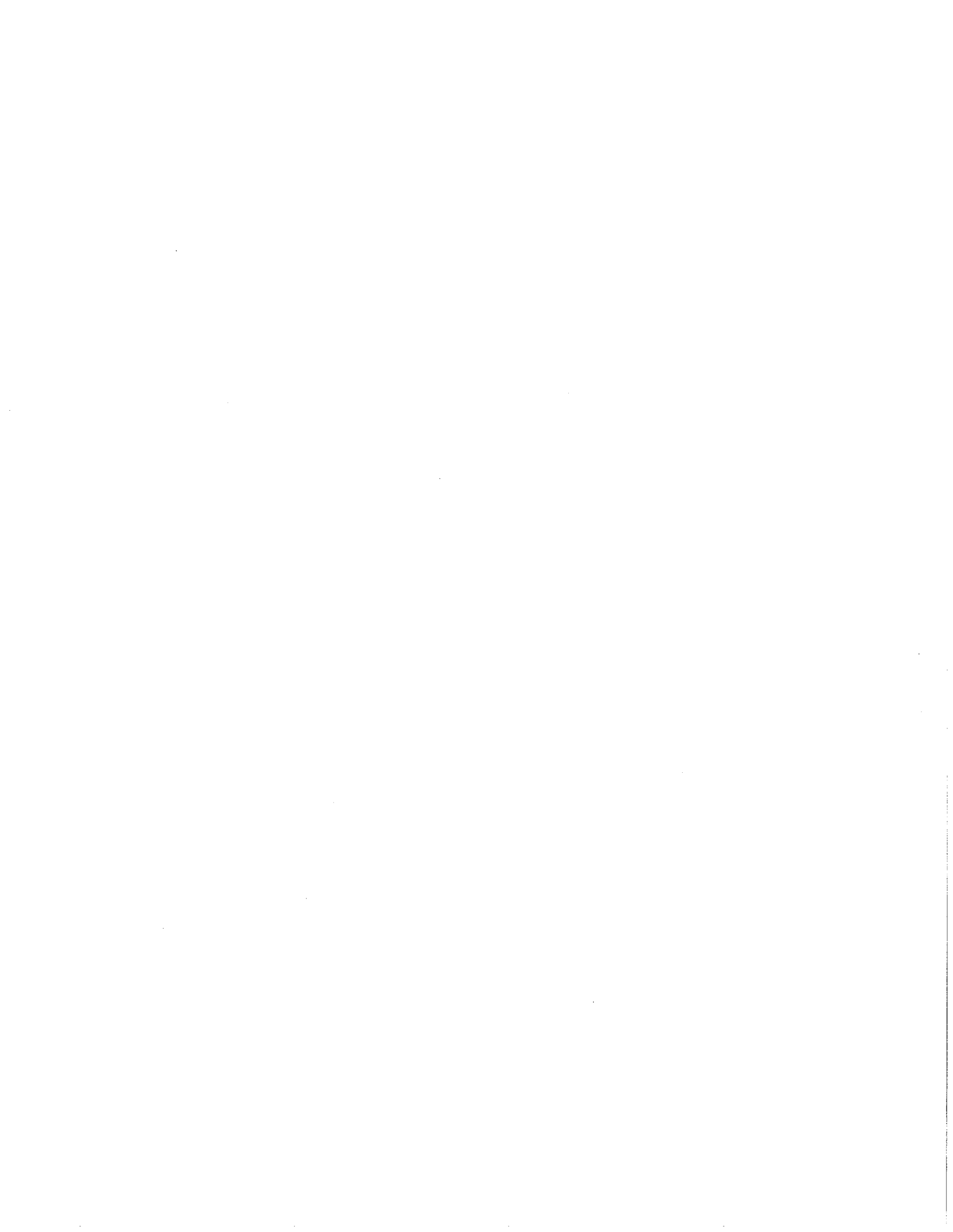


VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Attachment 7 to a Master Services Agreement between Verizon Services Corp., on behalf of Verizon telephone operating companies, including and Verizon Northwest Inc., and Verizon Wireless.

Richard E. Potter Date: 5-12-09

Richard E. Potter  
Director  
Verizon Northwest Inc.



**Attachment 7 – Description of Pricing and Services for  
IntelliLight® Entrance Facilities**

This Attachment 7 (Description of Pricing and Services for IntelliLight® Entrance Facilities (this **Product Schedule**) is entered into as of the date of last signature by a Party and made effective as of February 1, 2008 (the **Product Schedule Effective Date**) by and among Cellco Partnership d/b/a Verizon Wireless (**Customer**) and Verizon Services Corp. on behalf of the Verizon operating telephone companies set forth on the signature page to this Product Schedule (individually and collectively, **Verizon**) (each individually, a “Party,” and collectively, the “Parties”). This Product Schedule is attached to that certain Master Services Agreement (**Agreement**), dated as of March 19, 2007, by and among the Parties, and made a part thereof. All capitalized terms not otherwise defined in this Product Schedule, Product Guide, or in the Agreement shall have the meanings set forth in Verizon’s Tariffs FCC Nos. 1, 11, 14 and 16 (individually, **Tariff**, and collectively, **Tariffs**), as applicable. No modification of this Product Schedule, including but not limited to the rates set forth in Section 3, shall be effective or binding unless it is made in writing and signed by an authorized representative of each Party.

**1. Service Description**

- 1.1 **General Description:** Verizon’s IntelliLight® Entrance Facilities (**IEF** or the **Service**) provides high capacity access with enhanced survivability between a Customer designated Premises and the Serving Wire Center (**SWC**) of that Premises. IEF is provisioned over Verizon’s shared SONET network that includes a self-healing ring that passes through the Customer designated Premises, the SWC of that Premises, and one other Wire Center as determined by Verizon. A full description of the Service is set forth in the Product Guide (defined below).
- 1.2 **Product Guide for the Service:** To the extent not inconsistent with the provisions of this Product Schedule or the Agreement, the complete description of the Service and all terms and conditions for the Service are contained in the IEF Product Guide (**Product Guide – IEFPG\_v2\_040108**) which is incorporated herein by reference and has been provided separately to Customer. The Product Guide contains a comprehensive description of the Service for use by Customer, including without limitation for the following reasons: (i) in connection with its initial review and analysis of the Service; (ii) in making a decision as to whether or not to enter into negotiations for the Service to satisfy its particular business needs; (iii) in maintaining its Service in the most advantageous manner; and (iv) in staying abreast of enhancements or other modifications to the Service.

- 1.3 Changes to the Product Guide: Subject in all respects to the terms and conditions of this Product Schedule and the Agreement, Verizon in its sole discretion shall have the right to change terms set forth in the Product Guide. In accordance with Section 25 (Notices) of the Agreement, Verizon shall provide notice of any change to the Product Guide, and such changed Product Guide shall be the Product Guide as defined herein, and such changed Product Guide shall apply to all existing and new Services, as applicable, provided to Customer pursuant to the Agreement, the Product Guide and this Product Schedule from the date of such change to the Product Guide. Notwithstanding the foregoing, Verizon shall not make any changes to the Product Guide that alters the price paid under this Product Schedule for the Service, or that alter any credits allowed (e.g., in connection with any applicable service level agreements) or the application or waiver of charges (e.g., termination liability) provided for in the Product Guide or this Product Schedule, or that would significantly and materially affect the Customer's ability to obtain the Service covered by the Product Guide and this Product Schedule. Any changes to the Product Guide that are identified by Customer, and agreed upon by the Parties as not being allowed pursuant to the foregoing sentence, will be set forth in an amendment to this Product Schedule as exceptions to the changed Product Guide applicable to Customer. Any upgrades or other improvements to the Service (e.g., enhancements, new features, connections to new services, etc.) shall be introduced by Verizon and made available to Customer on terms and conditions to be negotiated between the Parties.
- 1.4 Existing Tariffed Service(s) and New Purchases of the IEF Service(s): The Parties hereby agree as follows:
- (a) *Conversion of Existing Tariffed Service(s) to IEF Service(s):* IEF purchased or ordered prior to the Product Schedule Effective Date and being provided by Verizon pursuant to the Tariffs (**Tariffed Service(s)**), if any, shall as of the Product Schedule Effective Date, be provided pursuant to the terms of this Product Schedule and the Agreement. Customer's Tariffed Service(s) will retain the existing applicable Commitment Period from the Tariffs, if any, and shall be governed by the terms and conditions, including the rates and charges, set forth in this Product Schedule and the Product Guide. Customer acknowledges and agrees that any and all amounts and obligations owed to Verizon on or after the Product Schedule Effective Date for Tariffed Service(s) shall be due and owing under this Product Schedule and shall be governed by the terms and conditions of this Agreement as if such Tariffed Service(s) had been ordered and provisioned under the Agreement.
- (b) *New Purchases of IEF Service(s):* As of the Product Schedule Effective Date, Customer shall place all new orders for the Service pursuant to the terms and conditions of this Product Schedule, the Product Guide and the Agreement.

1.5 Amendment to Product Guide:

The following provision is hereby inserted in Section IV G.3. of the Product Guide in lieu of subsection f thereof, agreed to by and between Verizon and Customer as of the Product Schedule Effective Date:

f. For any period of scheduled maintenance or scheduled downtime where Customer has received prior notification from Verizon; provided, however, that in the event the maintenance or downtime associated with Service rearrangement, or implementation of an order for a change of service results in an interruption period longer than the period of scheduled maintenance or scheduled downtime, a Credit Allowance will apply for the interruption period in excess of the scheduled maintenance or downtime; or

2. Terms and Conditions

In order for Customer to receive the rates, terms, and conditions for the Service as set forth in the Agreement, the Product Guide and this Product Schedule, Customer must place the contract number assigned to this Product Schedule in the designated field of all service orders (to include Access Service Requests (ASRs)) submitted in connection with the Service.

3. Rates and Charges.

Together with the charges set forth in the Product Guide, the Agreement, or incorporated by reference therein, the rates and charges for the Service are set forth below.

The rates and charges set forth below apply to both Price Band and N-MSA rates and charges.

**INTELLILIGHT® ENTRANCE FACILITIES**  
**MRCs AND NRCs**

Notes:

- North Operating Territories include Connecticut, Massachusetts, New York, and Rhode Island
- South Operating Territories include District of Columbia, Delaware, Maryland, New Jersey, Pennsylvania, Virginia, and West Virginia
- West Operating Territories include Arizona, California, Florida, Idaho, Illinois, Indiana, Michigan, Nevada, North Carolina, Ohio, Oregon, South Carolina, Texas, Washington, and Wisconsin

Service Category	# of Terminations	3-Year Term MRC	5-Year Term MRC
STS1 IEF Termination with an optical OC3 Interface, N-MSA and Price Bands (available in North, South and West Operating Territories)	1	\$2,310.00	\$1,905.00
	2	2,260.00	1,705.00
	3	1,860.00	1,605.00
	4	1,335.00	1,205.00
<u>Switched Access* USOCs N-MSA only</u>	5	1,175.00	855.00
	6	971.00	690.00
3-Year: T7XA3	7	891.00	633.00
5-Year: T7XA5	8	831.00	590.00
* South Switched Access IEF is not available in West Virginia.	9	785.00	557.00
	10	747.00	530.00
	11	717.00	508.00
<u>Special Access USOCs</u>	12	691.00	490.00
	13	683.00	488.00
3-Year: TWBNX	14	680.00	486.00
5-Year: TWBPX	15	678.00	484.00
Monthly recurring charges apply on a per-month basis in all Price Density Zones.	16	675.00	482.00
	17	673.00	480.00
	18	670.00	478.00
	19	668.00	476.00
	20	665.00	474.00
	21	663.00	472.00
	22	660.00	470.00
	23	658.00	468.00
	24	655.00	466.00
	25	653.00	464.00
	26	650.00	462.00
	27	648.00	460.00
	28	645.00	458.00
	29	643.00	456.00
	30	640.00	454.00
	31	638.00	452.00
	32	635.00	450.00
	33	633.00	448.00
	34	630.00	446.00
	35	628.00	444.00
	36	625.00	442.00
	37	613.00	440.00
	38	610.00	438.00
	39	608.00	434.00
	40	605.00	430.00
	41	603.00	425.00
	42	600.00	420.00
	43	598.00	415.00
	44	595.00	410.00
	45	593.00	405.00
	46	590.00	400.00
	47	588.00	395.00
	48 and up	585.00	390.00



Service Category	# of Terminations	3-Year Term MRC	5-Year Term MRC
STS1 IEF Termination with an optical OC12 Interface, N-MSA and Price Bands (available in North, South and West Operating Territories)	1	\$2,310.00	\$1,905.00
	2	2,260.00	1,705.00
	3	1,860.00	1,605.00
	4	1,335.00	1,205.00
<u>Switched Access</u> * USOCs N-MSA only 3-Year: T7XA3 5-Year: T7XA5	5	1,175.00	970.00
	6	896.00	855.00
	7	816.00	745.00
	8	756.00	665.00
	9	710.00	605.00
	10	672.00	545.00
	11	642.00	500.00
	12	616.00	470.00
<u>Special Access USOCs</u> 3-Year: TWBNX 5-Year: TWBPX	13	608.00	465.00
	14	605.00	455.00
	15	603.00	450.00
Monthly recurring charges apply on a per-month basis in all Price Density Zones.	16	600.00	445.00
	17	598.00	440.00
	18	595.00	435.00
	19	593.00	430.00
	20	590.00	424.00
	21	588.00	422.00
	22	585.00	420.00
	23	583.00	418.00
	24	580.00	416.00
	25	578.00	414.00
	26	575.00	412.00
	27	573.00	410.00
	28	570.00	408.00
	29	568.00	406.00
	30	565.00	404.00
	31	563.00	402.00
	32	560.00	400.00
	33	558.00	398.00
	34	555.00	396.00
	35	553.00	394.00
	36	550.00	392.00
	37	538.00	390.00
	38	535.00	388.00
	39	533.00	384.00
	40	530.00	380.00
	41	528.00	375.00
	42	525.00	370.00
	43	523.00	365.00
	44	520.00	360.00
	45	518.00	355.00
	46	515.00	350.00
	47	513.00	345.00
	48 and up	510.00	340.00

Service Category	# of Terminations	3-Year Term MRC	5-Year Term MRC
STS1 IEF Termination with an optical OC48 Interface, N-MSA and Price Bands (only available in North and South Operating Territories)	1	\$6,288.00	\$4,488.00
	2	3,144.00	2,244.00
	3	2,096.00	1,496.00
	4	1,572.00	1,122.00
<u>Switched Access* USOCs N-MSA only</u>	5	1,258.00	898.00
	6	1,048.00	748.00
3-Year: T7XA3	7	898.00	641.00
5-Year: T7XA5	8	786.00	561.00
* South Switched Access IEF is not available in West Virginia.	9	699.00	499.00
	10	629.00	449.00
	11	572.00	408.00
	12	524.00	374.00
	13	517.00	373.00
	14	515.00	371.00
	15	513.00	369.00
	16	510.00	368.00
	17	509.00	366.00
	18	506.00	364.00
<u>Special Access USOCs South</u>	19	505.00	363.00
	20	502.00	361.00
3-Year: TWBNX	21	500.00	359.00
5-Year: TWBPX	22	498.00	357.00
<u>Special Access USOCs North</u>	23	496.00	356.00
	24	493.00	354.00
3-Year: T8XJ3	25	492.00	352.00
5-Year: T8XJ5	26	489.00	351.00
Monthly recurring charges apply on a per-month basis in all Price Density Zones.	27	488.00	349.00
	28	485.00	347.00
	29	483.00	346.00
	30	481.00	344.00
	31	479.00	342.00
	32	476.00	340.00
	33	475.00	339.00
	34	472.00	337.00
	35	471.00	335.00
	36	468.00	334.00
	37	458.00	332.00
	38	455.00	330.00
	39	454.00	327.00
	40	451.00	323.00
	41	449.00	319.00
	42	447.00	315.00
	43	445.00	311.00
	44	442.00	306.00
	45	441.00	302.00
	46	438.00	298.00
	47	437.00	294.00
	48 and up	434.00	289.00

Service Category	# of Terminations	3-Year Term MRC	5-Year Term MRC
STSI IEF Termination with an optical OC48 Interface, N-MSA and Price Bands (only available in West Operating Territories)	1	\$6,288.00	\$4,488.00
	2	3,144.00	2,244.00
	3	2,096.00	1,496.00
	4	1,572.00	1,122.00
	5	1,258.00	898.00
<u>Switched Access USOCs West</u> 3-Year: T7XA3 5-Year: T7XA5	6	1,048.00	748.00
	7	898.00	641.00
	8	786.00	561.00
	9	699.00	499.00
<u>Special Access USOCs West</u> 3-Year: T8XJ3 5-Year: T8XJ5	10	629.00	449.00
	11	572.00	408.00
	12	524.00	343.33
	13	517.00	342.41
Monthly recurring charges apply on a per-month basis in all Price Density Zones.	14	515.00	340.58
	15	513.00	338.74
	16	510.00	337.82
	17	509.00	335.99
	18	506.00	334.15
	19	505.00	333.23
	20	502.00	331.40
	21	500.00	329.56
	22	498.00	327.73
	23	496.00	326.81
	24	493.00	324.97
	25	492.00	323.14
	26	489.00	322.22
	27	488.00	320.38
	28	485.00	318.55
	29	483.00	317.63
	30	481.00	315.79
	31	479.00	313.96
	32	476.00	312.12
	33	475.00	311.20
	34	472.00	309.37
	35	471.00	307.53
	36	468.00	306.61
	37	458.00	304.78
	38	455.00	302.94
	39	454.00	300.19
	40	451.00	296.51
	41	449.00	292.84
	42	447.00	289.17
	43	445.00	285.50
	44	442.00	280.91
	45	441.00	277.24
	46	438.00	273.56
	47	437.00	269.89
	48 and up	434.00	265.30

Service Category	South Operating Territories First NRC	South Operating Territories Additional NRC	North & West Operating Territories First NRC	North & West Operating Territories Additional NRC
<p>IEF Installation Nonrecurring Charges, STS1 with an optical OC3 Interface, N-MSA and Price Bands, Per Termination (available in North, South and West Operating Territories)</p> <p><u>South Switched Access* USOC:</u> NA  <u>South Special Access USOC:</u> NA                      * South Switched Access IEF is not available in West Virginia.</p> <p><u>North &amp; West Switched Access USOC:</u>                      NRB6T  <u>North &amp; West Special Access USOC:</u> NRB6S</p> <p>Non recurring charges apply in all Price Density Zones.</p>	\$2.00	\$1.50	\$2.00	NA
<p>IEF Installation Nonrecurring Charges, STS1 with an optical OC12 Interface, N-MSA and Price Bands, Per Termination (available in North, South and West Operating Territories)</p> <p><u>South Switched Access* USOC:</u> NA  <u>South Special Access USOC:</u> NA                      * South Switched Access IEF is not available in West Virginia.</p> <p><u>North &amp; West Switched Access USOC:</u>                      NRB6T  <u>North &amp; West Special Access USOC:</u> NRB6S</p> <p>Non recurring charges apply in all Price Density Zones.</p>	\$2.00	\$1.50	\$2.00	NA
<p>IEF Installation Nonrecurring Charges, STS1 with an optical OC48 Interface, N-MSA and Price Bands, Per Termination (available in North, South and West Operating Territories)</p> <p><u>South Switched Access* USOC:</u> NA  <u>South Special Access USOC:</u> NA                      * South Switched Access IEF is not available in West Virginia.</p> <p><u>North &amp; West Switched Access USOC:</u>                      NRB6T  <u>North &amp; West Special Access USOC:</u> NRB6S</p> <p>Non recurring charges apply in all Price Density Zones.</p>	\$3.00	NA	\$3.00	NA

Cancellation Charges						
	APP	SID	DLRD	RID	WOT	PTD
Cancellation of IEF Per STS 1 South Operating Territories only	\$0	\$200.00	\$500.00	\$2,000.00	\$2,000.00	\$2,000.00
Cancellation of IEF Per STS 1 North and West Operating Territories only	\$0	\$200.00	\$500.00	\$1,000.00	\$1,500.00	\$2,000.00

Other Charges		
	Special/Switched Access USOC	Nonrecurring Charge
Service Date Change Charge Per Order	OMC	\$150.00
Expedite Charge Per Order	EOD	\$500.00

#### 4. Contract Tariff Options

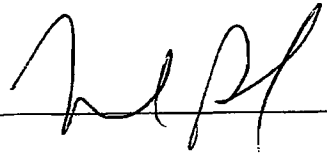
Notwithstanding Section 1.4(a) above, the rates and charges for Tariffed Services purchased prior to the Product Schedule Effective Date under the Contract Tariff Options listed below shall continue under this Product Schedule at the rates set forth therein as described in more detail in this Section 4. For any rates for the Service not set forth in the applicable Contract Tariff Options set forth below, the rates in Section 3 shall apply.

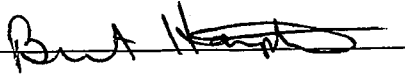
- 4.1. For Tariffed Services ordered on April 16, 2003 through December 31, 2003 under, and being provided by Verizon as of the Product Schedule Effective Date under the terms of, the New Connect Discount Plan (Tariff FCC No. 1, Section 21, Contract Tariff Option #4), the rates, charges, terms, and conditions of that discount plan will apply for the IEF ordered in lieu of the comparable rates, charges, terms and conditions of this Product Schedule.
- 4.2. For Tariffed Services ordered on May 6, 2003 through December 31, 2003 under, and being provided by Verizon as of the Product Schedule Effective Date under the terms of, the New Connect Discount Plan B (Tariff FCC No. 1, Section 21, Contract Tariff Option #5; Tariff FCC No. 11, Section 32, Contract Tariff Option #4), the rates, charges, terms, and conditions of that discount plan will apply for the IEF ordered in lieu of the comparable rates, charges, terms and conditions of this Product Schedule.
- 4.3. For Tariffed Services ordered on August 1, 2003 through December 31, 2003 under, and being provided by Verizon as of the Product Schedule Effective Date under the terms of, the New Connect Discount Plan D (Tariff FCC No. 1, Section 21, Contract Tariff Option #7; Tariff FCC No. 11, Section 32, Contract Tariff Option #6), the rates, charges, terms, and conditions of that discount plan will apply for the IEF ordered in lieu of the comparable rates, charges, terms and conditions of this Product Schedule.
- 4.4. For Tariffed Services ordered on June 12, 2004 through August 13, 2004 under, and being provided by Verizon as of the Product Schedule Effective Date under the terms of, the Contract Tariff Options #16 in Tariff FCC No. 1, and # 17 in Tariff FCC No. 11, the rates, charges, terms, and conditions of that discount plan will apply for the IEF ordered in lieu of the comparable rates, charges, terms and conditions of this Product Schedule.
- 4.5. For Tariffed Services ordered on January 11, 2005 through March 12, 2005 under, and being provided by Verizon as of the Product Schedule Effective Date under the terms of, the Contract Tariff Options #19 in Tariff FCC No. 1, and # 21 in Tariff FCC No. 11, the rates, charges, terms, and conditions of that discount plan will apply for the IEF ordered in lieu of the comparable rates, charges, terms and conditions of this Product Schedule.

In confirmation of their consent and agreement to the terms and conditions contained in this Product Schedule and intending to be legally bound hereby, the Parties have executed this Product Schedule as of the Product Schedule Effective Date.

**Cellco Partnership d/b/a Verizon Wireless**

**Verizon Services Corp., on behalf of  
the Verizon Operating Telephone Companies  
identified below**

By: 

By: 

Name: Nicola Palmer

Name: Brent J. Hampton

Title: VP, Network Support

Title: Director, Wholesale Contract Mgmt.

Date: 6/3/08

Date: 6-10-2008

**Verizon Operating Telephone Companies :**

- Verizon Delaware LLC
- Verizon Florida LLC
- Verizon Maryland Inc.
- Verizon New England Inc.
- Verizon New Jersey Inc.
- Verizon New York Inc.
- Verizon Pennsylvania Inc.
- Verizon Virginia Inc.
- Verizon Washington, DC Inc.
- Verizon West Virginia Inc.
- Verizon California Inc.
- Verizon North Inc.
- Verizon Northwest Inc.
- Verizon South Inc.
- Verizon West Coast, Inc.
- GTE Southwest Incorporated, d/b/a Verizon Southwest
- Contel of the South, Inc., d/b/a Verizon North Systems