

Verizon Northwest Inc.

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

September 14, 2007

Ms. Carole J. Washburn,
Executive Secretary
Washington Utilities and
Transportation Commission
Chandler Plaza Building
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504

Subject:

AFFILIATED INTEREST AGREEMENT - ADVICE NO. 335

Ref. UT-061091

Dear Ms. Washburn:

Enclosed for the Commission's file is a verified copy of Attachment 18 to a Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc. and VBNS, VLD, VES and VSSI. You may disregard the footer; the agreement does not need to be treated as confidential.

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

Very truly yours,

Richard E. Potter

Director

Public Affairs, Policy & Communications

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Enclosure

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Attachment 18 to a Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc. and VBNS, VLD, VES and VSSI.

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Richard E. Potter

Director

Verizon Northwest Inc.

rehard E-Pett-Date: 9.14-07

Attachment 18 - Description of Pricing and Services for IntelliLight® Entrance Facilities

This Attachment 18 (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 (the Product Schedule Effective Date) by and among Verizon Business Network Services Inc. ("VBNS"), on behalf of Verizon Global Networks Inc. and the former MCI Affiliates identified on Attachment 1.1 to the Agreement (defined below), Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance ("VLD"), NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions ("VES"), and Verizon Select Services Inc. ("VSSI"), (VBNS, VLD, VES, and VSSI are hereinafter referred to collectively as "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). This Product Schedule is an amendment and restatement of a Product Schedule attached to that certain Master Services Agreement (Agreement), dated as of March 8, 2007, by and among the Parties, and made a part thereof, as of the Effective Date. 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.

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_v1_082007) 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.
- 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 and this Product Schedule from the date of such change to the Product Guide.

If Verizon makes significant and material changes to the Product Guide without the agreement of Customer and, as a direct result of such changes, Customer's ability to

obtain the Services covered by this Attachment 18 are significantly and materially affected, Customer will be permitted to cancel the Services affected by the changes, without further liability.

- Tariffed IEF and New Purchases of the Services: The Parties hereby agree as follows: 1.4
 - New Purchases of IEF Services: As of the Product Schedule Effective Date, (a) Customer shall not place any new orders for IEF services pursuant to the Tariffs (including pursuant to contract tariff options, individual case basis tariffs, specialized service arrangements, and all other tariffed arrangements) (collectively, Tariffed Service(s)). 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.
 - Conversion of Existing Tariffed Service(s) to IEF Services: Tariffed (b) Service(s) purchased prior to the Product Schedule Effective Date shall, as of the Product Schedule Effective Date, be provided pursuant to the terms of this Product Schedule and the Agreement. At Customer's option, Customer may either: (a) convert its Tariffed Service(s) to IEF under this Agreement with the existing Commitment Period, on the terms and conditions, including the rates and charges, set forth in this Product Schedule and the Product Guide; or (b) convert its Tariffed Service(s) to IEF under this Agreement and subscribe to a new Commitment Period of equal or longer length than the Commitment Period for the Tariffed Service, on the terms and conditions, including the rates and charges, set forth in this Product Schedule and the Product Guide.
 - Orders in Progress: Any orders previously placed under the Tariffs for (c) Tariffed Service(s) shall, as of the Product Schedule Effective Date, be governed by the terms of this Agreement, and 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) provisioned or orders placed under Tariff 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 or orders for Tariffed Service had been provisioned or placed under the Agreement.

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 3.1

INTELLILIGHT® ENTRANCE FACILITIES MRCs AND NRCs

Notes:

- North Operating Territories include Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, and Vermont
- 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	# 05 *	3-Year/Term MRC	5-Year Term MRC
	Terminations	\$2,310.00	\$1,905.00
STS1 IEF Termination with an optical OC3 Interface, N-	1	2,260.00	1,705.00
MSA and Price Bands (available in North, South and	2	1,860.00	1,605.00
West Operating Territories)	3	1,335.00	1,205.00
	4	1,175.00	855.00
Switched Access* USOCs N-MSA only	5	971.00	690.00
3-Year: T7XA3	6	891.00	633.00
5-Year: T7XA5	7	831.00	590.00
TTT is not smallely in West	8		557.00
* South Switched Access IEF is not available in West	9	785.00	530.00
Virginia.	10	747.00	508.00
	11	717.00	
Special Access USOCs	12	691.00	490.00
3-Year: TWBNX	13	683.00	488.00
5-Year: TWBPX	14	680.00	486.00
a control of the same annies on a new month basis in	15	678.00	484.00
Monthly recurring charges apply on a per-month basis in	16	675.00	482.00
all Price Density Zones.	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	
	32	635.00	
	33	633.00	
	33	630.00	
	35	628.00	
		625.00	
	36	613.00	
	37	610.00	
	38		
	AND CONFIDENTIAL	608.00	8/30/2007

Service Category	# of Terminations	3-Year Term MRC	5-Year Term MRC
Control Mills and Control Mill	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,	1	\$2,310.00	\$1,905.00
N-MSA and Price Bands (available in North, South and	2	2,260.00	1,705.00
West Operating Territories)	3	1,860.00	1,605.00
West Operating Territories)	4	1,335.00	1,205.00
Switched Access* USOCs N-MSA only	5	1,175.00	970.00
3-Year: T7XA3	6	896.00	855.00
5-Year: T7XA5	7	816.00	745.00
J-1001. 171112	8	756.00	665.00
* South Switched Access IEF is not available in West	9	710.00	605.00
Virginia.	10	672.00	545.00
, 16111111	11	642.00	500.00
	12	616.00	470.00
Special Access USOCs	13	608.00	465.00
3-Year: TWBNX	14	605.00	455.00
5-Year: TWBPX	15	603.00	
	16	600.00	
Monthly recurring charges apply on a per-month basis in	17	598.00	
all Price Density Zones.	18	595.00	
	19	593.00	
	20	590.00	
	20	588.00	
	22	585.00	
	23	583.00	
	24	580.00	
	25	578.00	
	26	575.00	
	27	573.00	
		570.00	
	28	568.00	
	30	565.00	
		563.00	
	31	560.00	
	32	558.00	
	33	555.00	
	34	553.00	
	35		
	36	550.00	
	37	538.00	
	38	535.00	
	39	533.00	384.00

Scrice Category	#of Terminations	3-Year Term MRC	5-Year Term MRC
	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
	1	\$6,288.00	\$4,488.00
STS1 IEF Termination with an optical OC48 Interface,	2	3,144.00	2,244.00
N-MSA and Price Bands (only available in North and	3	2,096.00	1,496.00
South Operating Territories)	4	1,572.00	1,122.00
TIGOG-NI MCA only	5	1,258.00	898.00
Switched Access* USOCs N-MSA only	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	9	699.00	499.00
	10	629.00	449.00
Virginia.	11	572.00	408.00
	12	524.00	374.00
Special Access USOCs South	13	517.00	373.00
3-Year: TWBNX	14	515.00	371.00
5-Year: TWBPX	15	513.00	369.00
J. 1902, 17,000	16	510.00	
Special Access USOCs North	17	509.00	
3-Year: T8XJ3	18	506.00	
5-Year: T8XJ5	19	505.00	
	20	502.00	
Monthly recurring charges apply on a per-month basis in	20	500.00	
all Price Density Zones.	22	498.00	
	23	496.00	
	23	493.00	
	25	492.00	
	26	489.00	
	27	488.00	
	28	485.00	
	29	483.00	
	30	481.00	
	31	479.00	
	32	476.00	
	33	475.00	
	33	472.00	
	35	471.00	
	36	468.00	
	37	458.00	
		455.00	
	38	454.00	
] 39	7,54.00	9/20/2007

Service Category	#of Terminations	3-Year Term MRC	5-Year Term MRC
	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	MRC
STS1 IEF Termination with an optical OC48 Interface,	1	\$6,288.00	\$ 4,488.00
N-MSA and Price Bands (only available in West	2	3,144.00	2,244.00
Operating Territories)	3	2,096.00	1,496.00
Operating Territories)	4	1,572.00	1,122.00
	5	1,258.00	898.00
Switched Access USOCs West	6	1,048.00	748.00
3-Year: T7XA3	7	898.00	641.00
5-Year: T7XA5	8	786.00	561.00
	9	699.00	499.00
Special Access USOCs West	10	629.00	449.00
3-Year: T8XJ3	11	572.00	408.00
5-Year: T8XJ5	12	524.00	343.33
	13	517.00	342.41
Monthly recurring charges apply on a per-month basis in	14	515.00	340.58
all Price Density Zones.	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	
	24	493.00	324.97
	25	492.00	
	26	489.00	
	27	488.00	320.38
	28	485.00	
	29	483.00	317.63
	30	481.00	315.79
	31	479.00	313.96
	32	476.00	
	33	475.00	311.20
	34	472.00	
	35	471.00	
	36	468.00	
	37	458.00	304.78
	38	455.00	302.94
	39	454.00	300.19

Service Category	# of Terminations	3-Year Term MRC	5-Year Term MRC
CONTROL AND AND ADDRESS OF THE PROPERTY OF THE	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

Scrvice Category	South Operating Territories First NRC	South Operating Territories Additional NRC	North & West Operating Territories First NRC	North & West Operating Territories Additional NRC
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) South Switched Access* USOC: NA South Special Access USOC: NA * South Switched Access IEF is not available in West Virginia.	\$2.00	\$1.50	\$2.00	NA
North & West Switched Access USOC: NRB6T North & West Special Access USOC: NRB6S Non recurring charges apply in all				
Price Density Zones. 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) South Switched Access* USOC: NA South Special Access USOC: NA	\$2.00	\$1.50	\$2.00	NA
* South Switched Access IEF is not available in West Virginia. North & West Switched Access USOC: NRB6T North & West Special Access USOC: NRB6S				
Non recurring charges apply in all Price Density Zones. 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) South Switched Access* USOC: NA South Special Access USOC: NA	\$3.00	NA	\$3.00	NA
* South Switched Access IEF is not available in West Virginia.				

Service Category	South Operating Territories First NRC	South Operating Territories Additional NRC	North & West Operating Territories First NRC	North & West Operating Territories Additional NRC
North & West Switched Access	İ			
USOC: NRB6T			·	'
North & West Special Access USOC:				
NRB6S				
Non recurring charges apply in all				
Price Density Zones.		<u> </u>	<u> </u>	

	APP	ncellation SID	DLRD	RID	WOT	PTD
Cancellation of IEF Per STS 1 South Operating Territories	\$0	\$200.00	\$500.00	\$2,000.00	\$2,000.00	\$2,000.00
Only 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

- 4.1. For Tariffed Services ordered on April 16, 2003 through December 31, 2003 under 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 Attachment 18.
- 4.2. For Tariffed Services ordered on May 6, 2003 through December 31, 2003 under 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 Attachment 18
- 4.3. For Tariffed Services ordered on August 1, 2003 through December 31, 2003 under 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 Attachment 18.
- 4.4. For Tariffed Services ordered on June 12, 2004 through August 13, 2004 under 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 Attachment 18.
- 4.5. For Tariffed Services ordered on January 11, 2005 through March 12, 2005 under 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 Attachment 18.

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.

Verizon Business Network Services Inc. on behalf of its Affiliates identified on Attachment 1.1	Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified below.
By: Printed: Scott C. Pierce Title: Executive Director - Alliance Management Date:	By:Printed: Quintin Lew Title: Vice President Date:

Verizon Long Distance

Bell Atlantic Communications, Inc. d/b/a

NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions

Verizon Select Services Inc.

Date:

By: ____
Printed: Vincent J. Woodbury
Title: President - Bell Atlantic Communications,
Inc. d/b/a Verizon Long Distance, NYNEX Long
Distance Service d/b/a Verizon Enterprise
Solutions, and Vice President - Verizon Select
Services Inc.

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

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.

an Network Services Inc. on Vertzon Burin figures identified on Anachment 1.1 behalf of its

By:

Printed Scott C. Pierce

Title: Executive Director - Alliance Management

Date:

Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon **Enterprise Solutions**

Vertzon Select Services Inc.

By

Printed: Vincent J. Woodbury

Title: President - Bell Atlantic Communications. Inc d/b/a Verizon Long Distance, NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions, and Vice President - Verizon Select Services Inc. Date.

Verizon Operating Telephone Companies:

Verizon Services Corp., on behalf of

identified below.

Printed: Quintin Lew

Title: Vice President

By:

the Verizon Operating Telephone Companies

Spakenher 12, 2007-

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/n Verizon North Systems 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.

Bv:

Verizon Business Network Services Inc. on behalf of its Affiliates identified on Attachment 1.1 Verizon Services Corp., on behalf of the Verizon Operating Telephone Companies identified below.

Bv: Printed: Scott C. Pierce

Title: Executive Director - Alliance Management

Date:

Bell Atlantic Communications, Inc. d/h/a Verizon Long Distance

NYNEX Long Distance Service d/b/a Verizon **Enterprise Solutions**

Verizon Select Services Inc.

Printed: Vincent J. Woodbury

Title: President - Bell Atlantic Communications, Inc. d/b/a Verizon Long Distance, NYNEX Long Distance Service d/b/a Verizon Enterprise Solutions, and Vice President - Verizon Select Services Inc.

Date:

Printed: Quintin Lew Title: Vice President Date:

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/h/a Verizon Southwest Contel of the South, Inc., d/b/a Verizon North Systems