

Amendments 1, 2 & 3
UT-031494-AF
Om 11-26-08
No Action
verizon

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

October 21, 2008

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

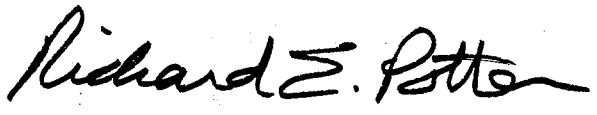
Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 371
Ref. Docket UT-031494

To whom it may concern:

In reviewing our files, it appears that three amendments to the agreement previously filed in the referenced docket may not have been provided to the Commission. Enclosed for the Commission's file are verified copies of the first, second and third amendments to a services agreement between Verizon Global networks Inc. and Verizon Northwest Inc. The footers notwithstanding, the companies are not requesting confidential treatment of these documents.

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

Very truly yours,



Richard E. Potter
Director
Public Affairs, Policy & Communications

Enclosure

[Faint, mostly illegible text from the reverse side of the page is visible through the paper.]

RECEIVED
2008 OCT 24 AM 8:27
OFFICE OF WASH.
UTILITIES TRANSP.
COMMISSION

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed are true copies of the first, second and third amendments to a services agreement between Verizon Global networks Inc. and Verizon Northwest Inc.

Richard E. Potter Date: 10/21/08

Richard E. Potter
Director
Verizon Northwest Inc.

**FIRST AMENDMENT TO
NEAR OUT OF FRANCHISE SERVICE AGREEMENT
BETWEEN
VERIZON NORTHWEST INC.
And
VERIZON GLOBAL NETWORKS, INC.**

THIS FIRST AMENDMENT to the Near Out Of Franchise Service Agreement (the "Agreement") is executed by and between the Verizon Northwest Inc. ("VERIZON") and Verizon Global Networks Inc. ("VGNI"). (VERIZON and VGNI being referred to collectively as the "Parties".)

RECITALS

WHEREAS, the purpose of this Amendment is to modify the Agreement executed between the Parties on September 11, 2003 to update pricing; and

WHEREAS, the Parties now wish to adopt the terms set forth below as an amendment to the Agreement.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Schedule One of the Agreement, which contains the pricing schedule, is hereby replaced in its entirety by this Schedule One attached hereto.
2. Except as specifically modified by this First Amendment, the Agreement shall remain in full force and effect.
3. If any provision in the Agreement conflicts with this First Amendment, this First Amendment shall control.

**THE REMAINDER OF THIS PAGE WAS NOT USED.
AGREEMENT CONTINUES ON THE SIGNATURE PAGE.**

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective on the last date shown below.

Verizon Global Networks Inc.

Verizon Northwest Inc.

By: *Michael J. Crapp*
Name: Michael J. Crapp
Title: Director - Alliance
Contract Management
Date: January 9, 2004

By: *John Ridgeway*
Name: John Ridgeway
Title: Director - Marketing Services
Date: 1-12-04

Schedule One

Available Service Locations

1. **Service Locations.** Services are available between service locations listed below or between these locations and any Verizon Northwest's locations in tariffed exchanges within the same LATA.

Tier 1 Buildings:

2001 6 th Avenue	STTLWAWBW63
140 4 th Avenue North	STTOWAJMW03

Tier 2 Buildings:

120 Lenora Street	STTLWAELW07
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Tier 3 Buildings:

1200 3 rd Avenue	STTLWA01W04
1708 E. Pike Street	STTLWA03W03

2. For channelized optical services where multiplexing is required, the multiplexing node, add/drop ports, intra-building cross connects (on a per port basis), and transport rate elements will apply.
3. For concatenated and non-channelized optical services where no multiplexing is required, the transport and cross connect (2 per point-to-point circuit) rate elements will apply.
4. Service locations in Schedule One are grouped into rate tiers 1 and 2. The multiplexing node, add/drop port, and cross connect rate elements of the respective tiers will apply to service locations identified in Schedule One. For transport between two service locations grouped in the same tier, the transport rate of that tier will apply. For transport that crosses between 2 tiers, the higher tier transport rates will apply. For transport between Verizon Northwest's location in tariffed exchanges and a Verizon's service location in Schedule One, the transport rate of the tier to which the service location is assigned will apply to the portion of the circuit located outside of Verizon's tariffed exchanges.

5. MRCs Available for Service Locations Above:

Schedule One
Rates and Charges

Washington Channelized Services	Tier 1					Tier 2					Tier 3				
	M-4-M	1-Year	3-Year	5-Year	7-Year	M-4-M	1-Year	3-Year	5-Year	7-Year	M-4-M	1-Year	3-Year	5-Year	7-Year
Mux Node															
Mux Node - OC48	N/A	\$3,400	\$3,000	\$2,200	\$2,000	N/A	\$3,400	\$3,000	\$2,200	\$2,000	N/A	\$3,400	\$3,000	\$2,200	\$2,000
Mux Node - OC12	N/A	\$1,500	\$1,300	\$1,100	\$1,000	N/A	\$1,500	\$1,300	\$1,100	\$1,000	N/A	\$1,500	\$1,300	\$1,100	\$1,000
Mux Node - OC3	N/A	\$775	\$695	\$625	\$600	N/A	\$775	\$695	\$625	\$600	N/A	\$775	\$695	\$625	\$600
Mux Node - DS3	N/A	\$248	\$245	\$240	\$238	N/A	\$248	\$245	\$240	\$238	N/A	\$248	\$245	\$240	\$238
Add/Drop Ports															
Protected Port - OC12OC12c	\$450	N/A	N/A	N/A	N/A	\$450	N/A	N/A	N/A	N/A	\$450	N/A	N/A	N/A	N/A
Protected Port - OC3OC3c	\$240	N/A	N/A	N/A	N/A	\$240	N/A	N/A	N/A	N/A	\$240	N/A	N/A	N/A	N/A
Unprotected Port - OC12OC12c	\$225	N/A	N/A	N/A	N/A	\$225	N/A	N/A	N/A	N/A	\$225	N/A	N/A	N/A	N/A
Unprotected Port - OC3OC3c	\$120	N/A	N/A	N/A	N/A	\$120	N/A	N/A	N/A	N/A	\$120	N/A	N/A	N/A	N/A
Unprotected Port - DS3	\$100	N/A	N/A	N/A	N/A	\$100	N/A	N/A	N/A	N/A	\$100	N/A	N/A	N/A	N/A
Cross Connects															
Cross Connect - OC12OC12c	\$25	N/A	N/A	N/A	N/A	\$25	N/A	N/A	N/A	N/A	\$25	N/A	N/A	N/A	N/A
Cross Connect - OC3OC3c	\$25	N/A	N/A	N/A	N/A	\$25	N/A	N/A	N/A	N/A	\$25	N/A	N/A	N/A	N/A
Cross Connect - DS3	\$50	N/A	N/A	N/A	N/A	\$50	N/A	N/A	N/A	N/A	\$50	N/A	N/A	N/A	N/A
Cross Connect - DS1	\$25	N/A	N/A	N/A	N/A	\$25	N/A	N/A	N/A	N/A	\$25	N/A	N/A	N/A	N/A
Transport (B/W In-Franchise & NOOF)															
Channelized Transport - OC48	N/A	\$7,700	\$6,900	\$5,400	\$4,800	N/A	\$3,300	\$3,000	\$2,500	\$2,300	N/A	\$3,300	\$3,000	\$2,500	\$2,300
Channelized Transport - OC12	N/A	\$3,000	\$2,800	\$2,300	\$2,000	N/A	\$2,045	\$1,750	\$1,270	\$1,080	N/A	\$2,045	\$1,750	\$1,270	\$1,080
Channelized Transport - OC3	N/A	\$1,700	\$1,500	\$1,200	\$1,000	N/A	\$1,300	\$1,200	\$1,050	\$970	N/A	\$1,300	\$1,200	\$1,050	\$970
Channelized Transport - DS3	N/A	\$1,100	\$1,000	\$850	\$800	N/A	\$400	\$350	\$300	\$280	N/A	\$400	\$350	\$300	\$280
Channelized Transport - DS1	N/A	\$160	\$130	\$110	\$100	N/A	\$75	\$55	\$48	\$45	N/A	\$75	\$55	\$48	\$45

VERIZON PROPRIETARY
Near Out of Franchise Service Agreement - Verizon/VGNI

First Amendment - Update Pricing

December 12, 2003

Schedule One
Rates and Charges

Washington	Tier 1					Tier 2					Tier 3				
	M-4-M	1-Year	3-Year	5-Year	7-Year	M-4-M	1-Year	3-Year	5-Year	7-Year	M-4-M	1-Year	3-Year	5-Year	7-Year
Transport (Blw 2 NOOF Locations)															
Channelized Transport - OC48	N/A	\$3,300	\$3,000	\$2,500	\$2,300	N/A	\$2,000	\$1,400	\$900	\$800	N/A	\$2,000	\$1,400	\$900	\$800
Channelized Transport - OC12	N/A	\$1,300	\$1,100	\$850	\$775	N/A	\$1,300	\$1,100	\$850	\$775	N/A	\$1,300	\$1,100	\$850	\$775
Channelized Transport - OC3	N/A	\$800	\$600	\$550	\$500	N/A	\$800	\$600	\$550	\$500	N/A	\$800	\$600	\$550	\$500
Channelized Transport - DS3	N/A	\$1,550	\$1,350	\$1,175	\$1,000	N/A	\$750	\$650	\$550	\$500	N/A	\$800	\$775	\$750	\$725
Channelized Transport - DS1	N/A	\$125	\$95	\$75	\$65	N/A	\$40	\$25	\$18	\$16	N/A	\$90	\$70	\$55	\$50
Non-Channelized/Concatenated Optical Services															
Between In-Franchise & NOOF															
Transport Service - OC48/OC48c	N/A	\$9,320	\$8,650	\$7,440	\$7,070	N/A	\$9,320	\$8,650	\$7,440	\$7,070	N/A	\$9,320	\$8,650	\$7,440	\$7,070
Transport Service - OC12/OC12c	N/A	\$4,280	\$3,990	\$3,530	\$3,350	N/A	\$4,280	\$3,990	\$3,530	\$3,180	N/A	\$4,280	\$3,990	\$3,530	\$3,350
Transport Service - OC3/OC3c	N/A	\$2,230	\$2,070	\$1,840	\$1,750	N/A	\$2,230	\$2,070	\$1,840	\$1,750	N/A	\$2,230	\$2,070	\$1,840	\$1,750
Transport Service - DS3	N/A	\$1,100	\$1,000	\$850	\$800	N/A	\$400	\$350	\$300	\$280	N/A	\$400	\$350	\$300	\$280
Transport Service - DS1	N/A	\$160	\$130	\$110	\$100	N/A	\$75	\$55	\$48	\$45	N/A	\$75	\$55	\$48	\$45
Between 2 NOOF Locations															
Transport Service - OC48/OC48c	N/A	\$5,480	\$5,090	\$4,270	\$4,060	N/A	\$5,480	\$5,090	\$4,270	\$4,060	N/A	\$12,530	\$11,630	\$9,840	\$9,350
Transport Service - OC12/OC12c	N/A	\$2,500	\$2,300	\$2,050	\$1,950	N/A	\$4,280	\$3,990	\$3,530	\$3,180	N/A	\$5,510	\$5,140	\$4,540	\$4,310
Transport Service - OC3/OC3c	N/A	\$1,720	\$1,600	\$1,410	\$1,340	N/A	\$1,720	\$1,600	\$1,410	\$1,340	N/A	\$2,230	\$2,070	\$1,840	\$1,750
Transport Service - DS3	N/A	\$1,550	\$1,350	\$1,175	\$1,000	N/A	\$750	\$650	\$550	\$500	N/A	\$800	\$775	\$750	\$725
Transport Service - DS1	N/A	\$125	\$95	\$75	\$65	N/A	\$40	\$25	\$18	\$16	N/A	\$90	\$70	\$55	\$50
Cross Connect - OC48/OC48c	\$25	N/A	N/A	N/A	N/A	\$25	N/A	N/A	N/A	N/A	\$25	N/A	N/A	N/A	N/A
Cross Connect - OC12/OC12c	\$25	N/A	N/A	N/A	N/A	\$25	N/A	N/A	N/A	N/A	\$25	N/A	N/A	N/A	N/A
Cross Connect - OC3/OC3c	\$25	N/A	N/A	N/A	N/A	\$25	N/A	N/A	N/A	N/A	\$25	N/A	N/A	N/A	N/A
Cross Connect - DS3	\$50	N/A	N/A	N/A	N/A	\$50	N/A	N/A	N/A	N/A	\$50	N/A	N/A	N/A	N/A
Cross Connect - DS1	\$25	N/A	N/A	N/A	N/A	\$25	N/A	N/A	N/A	N/A	\$25	N/A	N/A	N/A	N/A

6. In addition to the charges set forth above, rates from Verizon Telephone Companies Tariff FCC No. 14 and FCC No. 16, as applicable, will apply to the tariffed exchange portion of the Service offering.

**SECOND AMENDMENT TO
NEAR OUT OF FRANCHISE SERVICE AGREEMENT
BETWEEN
VERIZON NORTHWEST INC.
And
VERIZON GLOBAL NETWORKS INC.**

THIS SECOND AMENDMENT by and between Verizon Northwest Inc. (hereinafter "Verizon") and Verizon Global Networks Inc. (hereinafter "VGNI," and together with Verizon, the "Parties"), amends that certain Near Out Of Franchise Agreement (this "Agreement") dated as of September 11, 2003, entered into between the Parties. All capitalized terms not otherwise defined shall have the meanings set forth in the Agreement.

RECITALS

WHEREAS, the Parties entered into the Agreement for Verizon to provide certain telecommunications services to VGNI outside of VGNI's outside of Verizon's in-franchise locations;

WHEREAS, the Parties now wish to add additional capacity;

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Service Attachment Page 2, "Service Locations/Rates and Charges", which is attached hereto, is hereby added to this amendment and made part of the Agreement.
2. Except as specifically modified by this Second Amendment, the Agreement shall remain in full force and effect.
3. If any provision in the Agreement conflicts with this Second Amendment, this Second Amendment shall control.

**THE REMAINDER OF THIS PAGE WAS NOT USED.
AGREEMENT CONTINUES ON THE SIGNATURE PAGE.**

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to be effective on the last date shown below.

Verizon Global Networks Inc.

By:

Name: Scott C. Pierce

Title: Executive Director

Title: Alliance Management

Date: 12/16/04

Verizon Northwest Inc.

By:

Name: John Ridgeway

Title: Director - Marketing Services

Date: 12/20/04

Service Attachment

Service Locations/Rates and Charges

1. Service Description(s):

Route 2

One (1) 3-node OC192 ring located at 1404th Avenue North, Seattle, Washington (STTOWAJM). Verizon will provide 2 nodes on the ring and VGNI will provide the 3rd node. All 3 nodes are located in the same building.

2. Service Commitment Term and Pricing:

<u>Unit</u>	<u>Service</u>	<u>From</u>	<u>To</u>	<u>Service Commitment Term</u>	<u>MRC</u>
2	OC192 Mux Node (each node)	@	STTOWAJM	7 Years	\$5,000
Per Port	DS3 / Unprotected Port			Month-to-Month	\$ 100
Per Port	OC3c / Unprotected Port			Month-to-Month	\$ 120
Per Port	OC3c / Protected Port			Month-to-Month	\$ 240
Per Port	OC12c / Unprotected Port			Month-to-Month	\$ 225
Per Port	OC12c / Protected Port			Month-to-Month	\$ 450
Per Port	OC48c / Unprotected Port			Month-to-Month	\$ 450
Per Port	OC48c / Protected Port			Month-to-Month	\$ 900
ICB# WA0401882					

3. Transport services from 140 4th Avenue North, Seattle, Washington to other Verizon locations outside of the Verizon Telephone Companies' tariffed exchanges will be subject to additional charges per Schedule One attached to the Agreement or per individual case basis (ICB), if applicable.
4. Separate from and in addition to the charges reflected above, applicable Verizon Telephone Companies Tariff FCC No. 14 and FCC No. 16 rates will apply for the in-franchise portion of the service offering.

**THIRD AMENDMENT TO
NEAR OUT OF FRANCHISE SERVICE AGREEMENT
BETWEEN
VERIZON NORTHWEST INC.
And
VERIZON GLOBAL NETWORKS INC**

This **THIRD AMENDMENT** (this "**Third Amendment**") effective as of the last date of signature by a Party below by and between the Verizon Northwest Inc. (hereinafter "**Verizon**") and Verizon Global Networks Inc. (hereinafter "**VGN**," and together with Verizon, the "**Parties**"); amends that certain Near out of Franchise Service Agreement (the "**Agreement**"), dated as of September 11, 2003, entered into between the Parties. All capitalized terms not otherwise defined shall have the meanings set forth in the Agreement.

RECITALS

WHEREAS, the Parties entered into the Agreement for Verizon to provide certain telecommunications service to VGN outside of Verizon's tariffed exchanges;

WHEREAS, the Parties now wish to add additional capacity;

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ~~Service Attachment Page 3, "Service Locations/Rates and Charges,"~~ which is attached hereto, is hereby added to this amendment and made part of the Agreement.
2. ~~Except as specifically modified by this Third Amendment, the Agreement shall remain in full force and effect.~~
3. ~~If any provision in the Agreement conflicts with this Third Amendment, this Third Amendment shall control.~~

**THE REMAINDER OF THIS PAGE WAS NOT USED.
AGREEMENT CONTINUES ON THE SIGNATURE PAGE.**

IN WITNESS WHEREOF, each of the Parties has executed this Third Amendment to be effective on the last date shown below.

Verizon Global Networks Inc.

Verizon Northwest Inc.

By: _____

By: _____

Name: Scott C. Pierce
Executive Director
Title: Alliance Management

Name: John Ridgeway
Director - Marketing Services

Date: 11/27/06

Date: 11-28-06

VERIZON PROPRIETARY

Near Out of Franchise Service Agreement - Verizon/VGNL

Third Amendment NOOF WA V1

November 14, 2006

Service Attachment

Service Locations/Rates and Charges

1. **Service Description(s):**

Route 3

One (1) 3-node DWDM 4-channel ring with the capacity to support four protected channels or eight unprotected channels. One (1) node each is located at the Redmond, WA central office (RDMDWAXA), the Everett Primary Center central office (EVRTWAXA) and at 140 4th Ave., N, Seattle, WA (STTOWAJM). Seattle is the only location outside of the Verizon tariffed exchanges.

2. **Service Commitment Term and Pricing:**

Unit	Service Rate Elements	MRC ⁽¹⁾		
		3 Year	5 Year	7 Year
1	4-channel DWDM Node @ STTOWAJM			\$5,550
	DWDM Ring Transport			\$3,825
	Unprotected OC192/192c Optical Transport channel interface, per interface, Per node	\$3,665	\$2,750	\$2,650
	Protected OC192/192c Optical Transport channel interface, per interface, Per node	\$7,265	\$5,450	\$5,350
	Notes:			
	(1) Charge determined in CBSCNE Case # 2006-383234			

3. In addition to the charges set forth above, rates from Verizon Telephone Companies Tariff FCC No. 14 and FCC No. 16, as applicable, will apply to the in-franchised tariffed exchange portion of the Service offering.

VERIZON PROPRIETARY

Near End of Franchise Service Agreement - Verizon/VGNI

Third Amendment NOOF WA-V1...

November 14, 2006