

WJ-070371-AF

Om 1-31-08

No Action

The Verizon logo, consisting of the word "verizon" in a bold, lowercase, sans-serif font, with a checkmark symbol above the letter 'i'.

Verizon Northwest Inc.

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

December 28, 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. 345**
Ref. Docket UT-070371

Dear Ms. Washburn:

Enclosed for the Commission's file is a verified copy of Attachment 2 to a Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Wireless. Note that this attachment does not affect Verizon Northwest Inc.; it applies only to a location in Pennsylvania. Redacted and confidential copies are provided. The material redacted is done so pursuant to WAC 480-07-160 because the service in question is subject to competition, pricing information would be of value to the companies' competitors, and its release would be harmful to the companies.

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

Very truly yours,

A handwritten signature in black ink that reads "Richard E. Potter".

Richard E. Potter
Director
Public Affairs, Policy & Communications

Enclosure

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MANAGEMENT
2008 JAN -2 AM 11:09
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Attachment 2 to a Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Wireless.

 Date: 12.28.07

Richard E. Potter
Director
Verizon Northwest Inc.

**Attachment 2 – Description of Pricing and Services for
Muxed OC3 IBT/Custom Connect Service**

This Attachment 2 (Description of Pricing and Services for Muxed OC3 IBT/Custom Connect Service (this **Product Schedule**) is entered into as of the Effective Date by and among Celco 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, and is an amendment and restatement of a Product Schedule attached to that certain Master Services Agreement, dated as of January 19, 2007, by and among the Parties. 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.

SERVICE DESCRIPTION:

One (1) muxed OC3 IBT/Custom Connect facility (the "OC3 Services") from 107 Gapvax Lane, Johnstown, PA to 1109 Purdue Mountain Road, Bellefonte, PA. The OC3 mux will be located at the 1109 Purdue Mountain Road location and will have the ability to channelize the facility into lower speed circuits (e.g., DS1s and DS3s). However, the provisioning and applicable charges for the ports associated with the lower speed circuits are not addressed in the Agreement or included in this Service Attachment. Special construction related to this OC3 Service and to be provided by Verizon is addressed in a separate Special Construction Agreement.

IntelliLight® Broadband Transport

IntelliLight® Broadband Transport (IBT) provides high speed synchronous optical fiber-based full duplex data transmission capabilities. IBT is provisioned over Verizon's shared SONET network and provides customers SONET -based broadband access transport with the following capacity:

OC3 transmission services operating at the terminating bit rate of 155.52 Mbps.

IBT service consists of the following rate elements:

1) Termination with Fiber Path Diversity (FPD) - The Termination rate element provides for the communications path between a customer designated premises and the serving wire center of that premises. FPD provides additional loop survivability with the diverse routing of the working fiber pair and protect fiber pair. FPD with 1 X 1 protection will insure survivability from fiber faults except where common entrances exist. FPD is available for terminations and IOF Mileage as specified below. With FPD, each termination and IOF mile of the service is ordered with this feature.

2) OC3 Multiplexing Node - a SONET add/drop multiplexer capable of adding/dropping lower speed circuits (e.g., DS1s and DS3s) from the OC3 node. All lower speed circuits derived from

the OC3 node must terminate at the same customer premises located at 1109 Purdue Mountain Road, Bellefonte, PA.

The OC3 node is capable of converting an OC3 (155.52 Mbps) channel to one of the following combinations:

- three groups of 28 DS 1 channels
- one group of 28 DS 1 channels and 2 DS3/STS 1 channels
- two groups of 28 DS 1 channels and 1 DS3/STS 1 channel
- 3 DS3/STS 1 channels

3) OC3 Port with 4-fiber 1+ 1 Protection (4F 1+ 1) - a 4-fiber interface consisting of 2 cards, one working and a second for standby.

4) IOF Mileage with FPD - The IOF Mileage rate provides for the diversely routed transmission facilities between the serving wire centers associated with the two Customer premises involved, which provides for fiber fault protection in the interoffice facilities.

The IBT service, as described above, is provided for the portion of the service from the Bellefonte Customer premises to the meet-point as defined in the NECA 4 Tariff.

Custom Connect

The Custom Connect provides a high speed SONET based technology connection between Verizon's optical network and a customer designated location (CDL). The Custom Connect comprises CDL Link Diverse Route, Transport, and 4-fiber 1+ 1 Protection rate elements.

The Custom Connect OC3 CDL Link is provided with a 4-fiber 1+ 1 protected network interface and diverse route.

- CDL Link Diverse Route with Premises Fiber Meet Provided - provides for the local loop between the serving wire center and the designated customer premises. The provided local loop is diversely routed such that the working and protect fiber paths are physically separated to provide protection against fiber cuts.
- Transport - provides interoffice facilities between the serving wire centers of the associated customer premises.
- 4-fiber, 1+1 Protection - consists of two cards in the add/drop multiplexer, one working card and a second, standby card to provide automatic protection from a fault in the working card.

The Custom Connect service, as described above, is provided for the portion of the service from the Johnstown Customer premises to the meet-point as defined in the NECA 4 Tariff.

PRICING:


SERVICE RENEWAL OPTION:

At the expiration of the initial 5-year term, Verizon will continue to provide the Service on a month-to-month basis under the same terms and conditions of the Agreement and this Service Attachment. Notwithstanding the foregoing, either Party may terminate such Service upon providing thirty (30) days' written notice to the other Party, such notice to be provided on or after the date thirty (30) days prior to the end of the initial 5-year term.

TERMINATION LIABILITY:

If the Customer disconnects service during the first 2 years of the initial 5-year term, termination liability will be calculated at 100% of the MRCs for the unexpired portion of the first 2 years, and 50% of the remainder of the term. If the disconnect occurs after the first 2 years of the initial 5-year term, termination liability is calculated at 50% of the MRCs for the remainder of the term.

SERVICE INTERRUPTION CREDITS:

Any service interruption of 1 hour or more due to a Verizon facility failure will result in a credit of 100% of the MRC for the service. The service interruption credits cannot exceed the MRC for a single month's billing period.

SERVICE DATE CHANGE:

Billing of the MRC for the above Service commences on the in-service date which shall not be earlier than the Effective Date of the Agreement. If Customer does not accept service within 10 days after notification from Verizon that the service is available for Customer use, the service is deemed to be in effect 10 days from Verizon's notification, and billing will initiate beginning on that date.

DATA STORAGE:

Except as may be consented to in writing by Customer, Verizon shall not provide, direct, control, supervise or manage the Service, and no Confidential Information about Customer's networks and systems or Customer end-user proprietary data identified as Confidential Information and relating to the Service shall be stored, transmitted, or accessed, from, at, in, or through a site located outside of the United States.

TECHNICAL SPECIFICATIONS:

Technical specifications for SONET Access Services are delineated in the following publications:

Bellcore Document GR-253-CORE
Issue 3, September 2000

Muxed OC3 IBT / CC

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VERIZON PROPRIETARY AND CONFIDENTIAL
Muxed OC3 IBT / CC - PS - Verizon/Verizon Wireless

11/20/2007

REDACTED

"Synchronous Optical Network (SONET) Transport Systems: Common Generic Criteria"

Bellcore Document GR-1374-CORE

Issue 1, December 1994

"SONET Inter-Carrier Interface Physical Layer Generic Criteria"

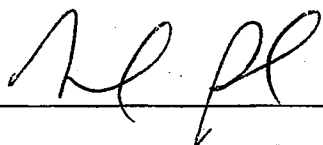
American National Standard, ANSI T1.105-1995

"Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats".

Technical specifications for SDH (international SONET) Access

Cellco Partnership d/b/a Verizon Wireless

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

By: 

By: Catherine Hopiard 12/27/2007

Name: Nicola Palmer

Name: Catherine Hopiard

Title: VP, Network Support

Title: Manager, Contract Management

Verizon Operating Telephone Companies

- Verizon Delaware 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 Florida LLC
- 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

REDACTED