

**Qwest**

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**Carla M. Butler**  
Senior Paralegal

July 19, 2004

Ms. Cheryl Walker  
Oregon Public Utility Commission  
Suite 215  
550 Capitol Street NE  
Salem, OR 97301

**Re: Interconnection Agreement between COVISTA, INC. and QWEST CORPORATION**

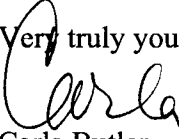
Dear Ms. Walker:

Enclosed for filing is an original and two (2) copies of a fully executed Agreement to Adopt Qwest Corporation's Statement of Generally Accepted Terms (SGAT), and Associated Exhibits, Fifteenth Revision, filed May 6, 2004. Interested persons may view the SGAT on the Oregon Public Utility Commission's Website via the following link:

<http://edocs.puc.state.or.us/efdocs/HAQ/um973haq13411.pdf>

Also enclosed is a completed Carrier-to-Carrier Agreement Checklist, which includes the names of the parties, a contact person, and the type of filing. The electronic version was eFiled on this date.

Thank you for your assistance in this matter.

Very truly yours,  
  
Carla Butler  
Sr. Paralegal

**Enclosures**

cc: Mary Sullivan, Qwest (letter and checklist only)  
Don Mason, Qwest (letter and checklist only)  
A. John Leach, Covista, Inc. (letter and checklist only)





June 11, 2004

Covista, Inc.,  
A. John Leach  
721 Broad Street, 2<sup>nd</sup> Floor  
Chattanooga, TN 37402  
Phone: 423-648-9500  
Fax: 423-648-9502  
fpazera@covista.com

**Subject: Agreement to Adopt Qwest Corporation’s Statement of Generally Accepted Terms (“SGAT”) and Associated Exhibits, for the State of Oregon**

Dear Mr. Leach,

We have received your request that, in accordance with Section 252(i) of the Federal Telecommunications Act of 1996, Covista, Inc., (“CLEC”) wishes to enter into Qwest Corporation’s Statement of Generally Available Terms (“SGAT”) and Exhibits A through M for the State of Oregon.

By signing this letter (hereinafter referred to as the “Agreement”), CLEC and Qwest Corporation (“Qwest”) incorporate herein and hereby adopt and agree to be bound by all terms and provisions of the SGAT and Exhibits A through M that are on file with the Oregon Public Utility Commission and in effect as the date of this letter, including the effective term of the SGAT. These include the following documents, with their corresponding effective dates:

SGAT	Statement of Generally Available Terms Fifteenth Revision	dated 05/06/04
Exhibit A	Oregon Rates	dated 05/06/04
Exhibit B	Service Performance Indicators	dated 05/06/04
Exhibit C	Service Interval Tables	dated 05/06/04
Exhibit D	Qwest Right of Way, Pole Attachment and/or Innerduct Occupancy General Information Document	dated 05/06/04
Exhibit E	Vertical Switch Features for UNE Switching	dated 05/06/04
Exhibit F	Special Request Process	dated 05/06/04
Exhibit G	Change Management Process (CMP)	dated 05/06/04
Exhibit H	Reserved for Future Use	dated 05/06/04
Exhibit I	Individual Case Basis (ICB)	dated 05/06/04
Exhibit J	Election of Reciprocal Compensation Option	dated 05/06/04
Exhibit K	Performance Assurance Plan	dated 05/06/04
Exhibit L	Advice Adoption Letter	dated 05/06/04
Exhibit M	Interim Advice Adoption Letter	dated 05/06/04

With respect to this Agreement, CLEC and Qwest (hereinafter referred jointly to as "the Parties") further understand and agree:

1. Qwest requests that notice to Qwest Corporation as may be required under the Agreement or SGAT shall be provided as follows:

To:

Qwest Corporation  
Director Interconnection Agreements  
1801 California Street, Room 2420  
Denver, CO 80202  
303-965-3029  
Email – [intagree@qwest.com](mailto:intagree@qwest.com)

With copy to:

Qwest Corporation Law Department  
Attention: Counsel, Interconnection  
1801 California Street, 49th Floor  
Denver, CO 80202

CLEC requests that notice to CLEC as may be required under the Agreement or SGAT shall be provided as follows:

Covista Inc.,

A. John Leach  
721 Broad Street, 2nd Floor  
Chattanooga, TN 37402  
Phone: 423-648-9500  
Fax: 423-648-9502  
[fpazera@covista.com](mailto:fpazera@covista.com)

Copy to:

Karen E Wilkins  
Technology Manager  
1720 Windward Concourse, Ste 250  
Alpharetta, GA 30005  
678-775-2258  
[kwilkins@tcsteam.com](mailto:kwilkins@tcsteam.com)

2. CLEC represents and warrants that it is a certified local exchange carrier in the State of Oregon and that this Agreement will cover services in that state only.

3. CLEC shall sign all three original of this Agreement, and return them to:

Qwest Corporation  
Manager of Interconnection Agreements  
1801 California St, Suite 2420  
Denver, CO 80202  
Phone: 303-965-3029

4. If the Oregon Public Utility Commission approves or allows to become effective the withdrawal or revision of the above-identified SGAT or any of the associated Exhibits before this Agreement is executed by both parties, then the terms of this Agreement shall be rendered null and void. CLEC and Qwest may thereafter discuss execution of a new Agreement that adopts the SGAT and associated Exhibits as most recently approved or allowed to become effective by the Oregon Public Utility Commission.

5. Qwest will file this Agreement with the Oregon Public Utility Commission for approval pursuant to Section 252 of the Federal Telecommunications Act of 1996. Qwest notes that some state commissions may not approve the Agreement until the CLEC is certified by the state commission.

6. Exhibit J, Election of Reciprocal Compensation Option, establishes the Reciprocal Compensation rate for 251(b)(5) voice traffic billed by the Parties. CLEC chooses voice services compensation at: (MUST Initial ONE choice)

1.   *AJL*   FCC Ordered Rate    OR    2. \_\_\_\_\_ State Ordered Rate

The Parties agree to all terms and conditions contained in this Agreement as indicated by signatures below:

**Covista, Inc.**

*AJL*  
Signature

A. John Leach  
Name Printed/Typed

President & CEO  
Title

*AJL*  
Date

**Qwest Corporation**

*L T Christensen*  
Signature

L. T. Christensen  
Name Printed/Typed

Director-Interconnection Agreements  
Title

*6/17/04*  
Date