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IDAHO PUBLIC  
UTILITIES COMMISSION

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

**APPLICATION OF QWEST  
CORPORATION FOR APPROVAL OF  
THE ADOPTION OF THE COVISTA INC.  
AGREEMENT (APPROVED BY THE  
COMMISSION ON JULY 8, 2004 [ORDER  
NO. 29544], IN DOCKET NO. QWE-T-0R-  
14) FOR THE STATE OF IDAHO  
PURSUANT TO 47 U.S.C. §252(e)**

**CASE NO.:** QWE-T-05-08

**APPLICATION FOR APPROVAL OF  
AGREEMENT TO ADOPT COVISTA  
INC. AGREEMENT**

Qwest Corporation (“Qwest”) hereby files this Application for Approval of the Adoption of the Covista Inc. Agreement (“Agreement”). The Agreement with Prime Time Ventures, LLC (“Prime Time”) is submitted herewith.

This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”).

Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an agreement (or portion) is not consistent with the public interest, convenience and necessity.

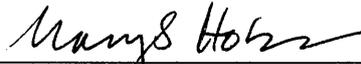
Qwest respectfully submits that this Agreement provides no basis for either of these findings, and, therefore requests that the Commission approve this Agreement expeditiously. This Agreement is consistent with the public interest as identified in the pro-competitive policies of the state of Idaho, the Commission, the United States Congress, and the Federal

Communications Commission. Expeditious approval of this Agreement will enable Prime Time to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Qwest further requests that the Commission approve this Agreement without a hearing. Because this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties who were not party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this <sup>22<sup>nd</sup></sup> 21<sup>st</sup> day of March, 2005.

**Qwest Corporation**



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Mary S. Hobson

Stoel Rives LLP, Attorneys for Qwest

**CERTIFICATE OF SERVICE**

I hereby certify that on this <sup>22nd</sup> 21<sup>st</sup> day of March, 2005, I served the foregoing **APPLICATION FOR APPROVAL OF AGREEMENT TO ADOPT COVISTA INC. AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
P.O. Box 83720  
Boise, Idaho 83720-0074  
[jjewell@puc.state.id.us](mailto:jjewell@puc.state.id.us)

Hand Delivery  
 U. S. Mail  
 Overnight Delivery  
 Facsimile  
 Email

Jeff Rhoden  
Prime Time Ventures, LLC  
210 West 8<sup>th</sup> Street – Suite 202  
Medford, OR 97501  
Telephone: (541) 494-4444  
Facsimile: (541) 494-4445  
[jrhoden@mind.net](mailto:jrhoden@mind.net)

Hand Delivery  
 U. S. Mail  
 Overnight Delivery  
 Facsimile  
 Email



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Brandi L. Gearhart, PLS  
Legal Secretary to Mary S. Hobson  
Stoel Rives LLP



March 3, 2005

Prime Time Ventures, LLC  
Jeff Rhoden  
210 W. 8th Street Ste. 202  
Medford, OR 97501  
Phone: 541-494-4444  
Fax: 541-494-4445  
Email- jrhoden@mind.net

Dear Mr. Rhoden:

We have received your request that, under Section 252(i) of the Telecommunications Act of 1996, Prime Time Ventures, LLC ("CLEC") wishes to adopt in its entirety, the terms of the Interconnection Agreement and any associated amendments, if applicable, (the "Underlying Agreement") between Covista, Inc. and Qwest Corporation fka U S WEST Communications, Inc. ("Qwest") that was approved by the Commission on July 8, 2004 as an effective agreement in the State of Idaho. CLEC is incorporated in the state of Oregon. We understand you have a complete copy of the Underlying Agreement.

By their respective signatures below, Qwest and CLEC ("the Parties") intend that this letter serve as their agreement ("Letter Agreement") for CLEC to adopt the Underlying Agreement under the following terms and conditions:

1. The Parties acknowledge that Qwest believes that the Underlying Agreement no longer accurately reflects the state of the law regarding certain of Qwest's interconnection and unbundling obligations and that, accordingly, Qwest does not believe that it is obligated to allow CLEC to adopt the Underlying Agreement without a corresponding amendment that Qwest believes will bring the Underlying Agreement into compliance with current law. Qwest therefore has prepared and provided to CLEC the attached "TRO/USTA II Amendment," which Qwest believes brings the Underlying Agreement into compliance with current law. Accordingly, the Parties agree to execute and file for Commission approval the attached "TRO/USTA II Amendment" contemporaneously with this Letter Agreement, which amendment thereafter will serve as an amendment to this Letter Agreement.
2. The Parties shall request the Commission to expedite its review and approval of this Letter Agreement. This Letter Agreement shall become effective upon such approval. If for some reason the Commission rejects all or part of the Letter Agreement, including the attached TRO/USTA II Amendment, either party may at its option declare the remainder of the Agreement void and be excused from any performance thereunder.
3. Notwithstanding the mutual commitments set forth herein, the Qwest is entering into this Letter Agreement without prejudice to any positions it has taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in the Underlying Agreement. During the

proceeding in which the Commission is to review and approve the Letter Agreement, Qwest may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.

4. CLEC adopts the terms and conditions of the Underlying Agreement for interconnection with Qwest and in applying the terms and conditions, agrees that Prime Time Ventures, LLC be substituted in place of "Covista, Inc." throughout the Underlying Agreement wherever the latter appears.

5. Qwest requests that notice to Qwest Corporation as may be required under the Underlying Agreement shall be provided as follows:

Qwest Corporation  
Director Interconnection Agreements  
1801 California Street, Room 2410  
Denver, CO 80202  
303-965-3029  
Email – IntAgree@qwest.com

With copy to:  
Qwest Corporation Law Department  
Attention: General Counsel, Interconnection  
1801 California Street, 10th Floor  
Denver, CO 80202

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

Prime Time Ventures, LLC  
Jeff Rhoden  
210 W. 8th Street Ste. 202  
Medford, OR 97501  
Phone: 541-494-4444  
Fax: 541-494-4445  
Email- jrhoden@mind.net

6. CLEC represents and warrants that it is a certified provider of local dialtone service in the State of Idaho and that this Agreement will cover services in that state only.

7. Please sign all three original copies of this letter, and overnight them within ninety 90 days to:

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

After ninety (90) days Qwest may rescind its willingness to consider the Agreement's terms and conditions.

8. Please note that Qwest will file this Letter Agreement with the appropriate state commission for approval; however, some state commissions will not approve the Letter Agreement until the CLEC is certified by the state commission. You may want to contact the appropriate state commission to determine the requisite filing guidelines.

Sincerely,

Date

L.T. Christensen

3/10/05

Qwest Corporation  
L.T. Christensen  
Director – Interconnection Agreements  
1801 California Street, Suite 24th Floor  
Denver, Colorado 80202

I agree to all terms and conditions contained in this letter as indicated by my signature below:

Prime Time Ventures, LLC

[Signature]

Signature

Jeff Rhoden

Name Printed

Owner

Title

3/3/05

Date