

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application for)	
Approval of Amendments to the)	
Interconnection Agreement Between)	Case No. TK-2008-0047
Southwestern Bell Telephone Company)	
d/b/a AT&T Missouri and Sage)	
Telecom, Inc.)	


AT&T MISSOURI'S ERRATA TO APPLICATION

Comes now AT&T Missouri,¹ hereby corrects its application filed on August 20, 2007.

The attached Exhibit A should be substituted as and for the Exhibit A that AT&T Missouri filed yesterday; the latter did not include the pricing schedule but should have.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE COMPANY

BY 

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¹ Southwestern Bell Telephone Company (f/k/a Southwestern Bell Telephone, L.P.) d/b/a AT&T Missouri.

CERTIFICATE OF SERVICE

Copies of this document were served on all counsel of record by e-mail on August 21, 2007.


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AMENDMENT TO INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Amendment to Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") is being entered into by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri (AT&T MISSOURI), and Sage Telecom, Inc. ("CLEC") (AT&T MISSOURI) and the CLEC are referred to herein collectively as the "Parties"; singularly, each is a "Party").

WHEREAS, AT&T MISSOURI are the parties to an Interconnection Agreement ("Agreement") under Sections 251/252 of the federal Telecommunications Act of 1996 in the State of Missouri; and

WHEREAS, AT&T MISSOURI and CLEC have agreed to amend the Agreement.

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 2.2 of the certain "Amendment Superseding Certain 251/252 Matters to Interconnection Agreements Under Sections 251 and 252 of the Telecommunications Act of 1996" between the Parties ("Superseding Amendment") is hereby deleted on a prospective basis. To solely effectuate that deletion, an Missouri-specific pricing schedule to affect that rate change for unbundled 2-wire analog loops is attached and incorporated herein. Nothing in this Amendment modifies or otherwise affects the change of law, successor rates, or similarly purposed provisions of the Agreement.
2. Sections 3.1, 3.1.1, and 3.1.2 of the Superseding Amendment are hereby deleted.
3. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any of the Orders and any remands thereof, including its rights of appeal and/or review. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to any of the Orders, or from raising and pursuing its rights, remedies and arguments with respect to any Order or any other Commission order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.
4. Intervening Law/Change of Law
 - 4.1 In entering into this Amendment and carrying out the provisions herein, and except as may be inconsistent with the Superseding Amendment, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into the Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"), the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); , and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April

27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in the Agreement (including this and any other amendments to any of them), the AT&T MISSOURI shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that AT&T MISSOURI has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Missouri, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into the Agreement, these rights also include but are not limited to the AT&T MISSOURI's right to exercise its option at any time to adopt on a date specified by AT&T MISSOURI the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to the relevant Agreement (except that the reciprocal compensation provisions of the Superseding Amendment shall apply with respect to Traffic that originates from and/or terminates to an end office switch used by CLEC when AT&T MISSOURI is the entity providing the use of the end office switch (e.g., switching capacity) to CLEC. If any effective action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in the Agreement or, to the extent that they expressly supersede the Agreement, future interconnection agreement(s).

- 4.2 Nothing in this Amendment shall affect the continued application, including the application to and under this Amendment and its provisions, of the numbered subsections of the Intervening Law/Change of Law Section of the Superseding Amendment.

5. Amendment Effective Date

- 5.1 The effective date of this Amendment in a State shall be the first business day after the State Commission for that State has approved this Amendment under Section 252(e) of the Act or, absent such Commission approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act¹ ("Amendment Effective Date"). In the event that all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by a State Commission, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by that State Commission.

¹ Notwithstanding anything to the contrary in any Agreement (including, as applicable, this Amendment and any other amendments to the Agreement) (collectively for this footnote, "Agreement"), the provisions hereof subsequently adopted ("MFN Provisions") by any other telecommunications carrier ("Adopting CLEC") from such Agreement (including without limitation this Amendment) shall only apply prospectively beginning from the date that the MFN provisions become effective between AT&T MISSOURI and the Adopting CLEC following the date the State Commission approves or is deemed to have approved the Adopting CLEC's MFN Provisions as between AT&T MISSOURI and Adopting CLEC ("Section 252(i) Effective Date"). In no event shall the MFN Provisions apply retroactively prior to the effective date of the adoption under Section 252(i) or the Section 252(i) Effective Date.

6. Additional Terms and Conditions

- 6.1 The Parties agree that each and every term and condition of this Amendment is legitimately related to, and conditioned on, and in consideration for, every other term and condition in this Amendment. The Parties agree that they would not have agreed to this Amendment except for the fact that it was entered into on a due to the Orders, and included the totality of terms and conditions listed herein, and that it is an indivisible whole, intended to bind AT&T MISSOURI and CLEC.
- 6.2 Except as specifically modified by this Amendment with respect to their mutual obligations herein and subject to Paragraph 4, neither Party relinquishes, and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.
- 6.3 This Amendment is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 6.4 The headings of certain sections of this Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Amendment.
- 6.5 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment was executed in duplicate on behalf of each Party by its authorized representative on the date(s) written below.

Sage Telecom, Inc.

Southwestern Bell Telephone, L.P. d/b/a AT&T
Missouri by AT&T Operations, Inc., its authorized
agent

Signature: Robert W. McCausland

Signature: Rebecca L. Sparks

Name: Robert W. McCausland

Name: Rebecca L. Sparks

Title: Vice President, Regulatory Affairs

Title: Executive Director-Regulatory

Date: 10-20-06

Date: OCT 23 2006

FACILITIES-BASED OCN # MO 9078

ACNA SGZ

Missouri					
Line	Service		Rate Elements	USOCs	Monthly Recurring Rate
1	NETWORK ELEMENTS				
2	Local Loops				
3		**	2-Wire Analog Zone 1 (Urban STL, KC)	U21	\$ 12.71
4		**	2-Wire Analog Zone 2 (Suburban)	U21	\$ 20.71
5		**	2-Wire Analog Zone 3 (Rural)	U21	\$ 33.29
6		**	2-Wire Analog Zone 4 (Urban Springfield)	U21	\$ 18.23
7					
8	DSL Capable Loops				
9	2-Wire xDSL Loop		*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLAX	\$ 12.71
10			*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 20.71
11			*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLAX	\$ 33.29
12			*PSD #1 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLAX	\$ 18.23
13			*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLCX	\$ 12.71
14			*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 20.71
15			*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLCX	\$ 33.29
16			*PSD #2 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLCX	\$ 18.23
17			*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLBX	\$ 12.71
18			*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 20.71
19			*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLBX	\$ 33.29
20			*PSD #3 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLBX	\$ 18.23
21			*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLDX	\$ 12.71
22			*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 20.71
23			*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLDX	\$ 33.29
24			*PSD #4 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLDX	\$ 18.23
25			*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	U2F	\$ 12.71
26			*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 20.71
27			*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Rural)	U2F	\$ 33.29
28			*PSD #5 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	U2F	\$ 18.23
29			*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLFX	\$ 12.71
30			*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 20.71
31			*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLFX	\$ 33.29
32			*PSD #7 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLFX	\$ 18.23
33			* USOCS used for inventory purpose only		
34					
35	IDSL Capable Loops		IDSL Loop Zone 1 (Rural)	UY5FX	\$ 25.79
36			IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 42.10
37			IDSL Loop Zone 3 (Urban)	UY5FX	\$ 58.44
38			IDSL Loop Zone 4 (Urban Springfield)	UY5FX	\$ 41.44