

**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.)	

**AMENDED APPLICATION FOR APPROVAL OF
AMENDMENTS TO INTERCONNECTION AGREEMENT
BETWEEN AT&T MISSOURI AND SAGE TELECOM, INC.**

COMES NOW AT&T Missouri¹ and respectfully submits this Amendment to its Application filed August 20, 2007 ("Application"), as follows:

1. AT&T Missouri's Application requested the Commission's approval of two amendments. Only the first of them -- Exhibit A to the Application, entitled Amendment Superseding Certain 251/252 Matters and Rate Change for Unbundled 2-Wire Analog Loops -- is affected by this Amended Application.² That particular amendment, executed by the parties in October, 2006, contained two errors which were later discovered and corrected by the parties.

2. The first error appears at Section 1, wherein the paragraph begins by stating: "Section 2.2. . . ." The paragraph should have begun by stating: "Section 3.2. . . ." The second error appears at Section 2, wherein the paragraph begins by stating: "Sections 3.1, 3.1.1, and 3.1.2. . . ." The paragraph should have begun by stating: "Sections 4.1, 4.1.1, and 4.1.2. . . ." When these errors were identified, they were corrected by the parties' execution in March, 2007, of a new Amendment Superseding Certain 251/252 Matters and Rate Change for Unbundled 2-Wire Analog Loops. The March, 2007, amendment is attached hereto as Exhibit A. AT&T Missouri requests

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

² On August 21, 2007, AT&T Missouri filed an Errata in which AT&T Missouri noted that the Exhibit A filed on August 20 did not include the pricing schedule. The August 21 Errata attached a complete Exhibit A reflecting the entire amendment (i.e., together with the associated pricing schedule). This Amended Application withdraws both Exhibit A submitted with the Application and Exhibit A submitted with the Errata.

that the Commission approve this amendment, not the amendment filed as Exhibit A to AT&T Missouri's August 20, 2007 Application (which is hereby withdrawn).


3. As noted, this Amended Application does not affect that part of AT&T Missouri's original Application requesting that the Commission approve the Amendment Superseding Certain Inter-carrier Compensation Provisions, a copy of which was attached to the Application as Exhibit B. This amendment, among other things, establishes rates, terms and conditions for the exchange of ISP-bound traffic, Section 251(b)(5) traffic, and other compensable traffic exchanged between the parties.

4. It still remains the case that, to AT&T Missouri's knowledge, neither Exhibit A hereto nor Exhibit B to the original Application has previously been approved by the Commission. Consequently, the amendments are being submitted to the Commission for its approval pursuant to 4 CSR 240-3.513(6)(C). Sage has confirmed to AT&T Missouri that it approves and supports the filing of this Amended Application and the Commission's approval of both of these amendments.

WHEREFORE, AT&T Missouri respectfully requests that the Commission approve Exhibit A to this Amended Application as well as Exhibit B to AT&T Missouri's original Application filed August 20, 2007.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE COMPANY

BY 

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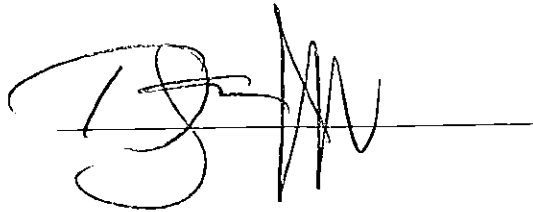
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COUNTY OF COLE)
)
STATE OF MISSOURI) SS

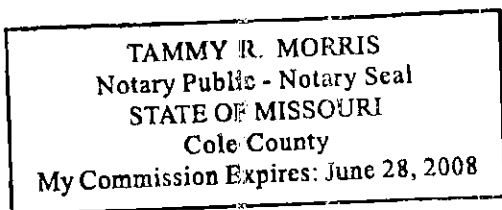
VERIFICATION

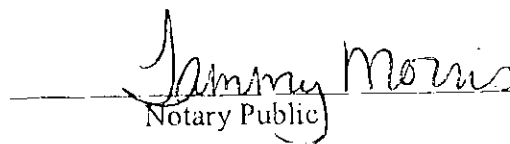
I, Timothy M. Judge, first being duly sworn, state on my oath that I am over the age of twenty-one years, sound of mind, and Director-Regulatory Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri ("AT&T Missouri"). I am authorized to act on behalf of AT&T Missouri regarding the foregoing document. I have read the foregoing document and I am informed and believe that the matters contained therein are true and correct to the best of my information, knowledge and belief.



On this 14th day of September 2007, before me, a Notary Public, personally appeared Timothy M. Judge, and being first duly sworn upon his oath stated that he is over twenty-one years, sound of mind and Director-Regulatory for AT&T Missouri, he signed the foregoing document as Director-Regulatory of AT&T Missouri and the facts contained therein are true and correct according to the best of his information, knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.




Notary Public

My Commission Expires: June 28, 2008

CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by e-mail on September 14, 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 3.2 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 4.1, 4.1.1, and 4.1.2 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.

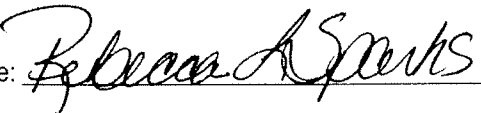
AMENDMENT – AMEND SUPERSEDING CERTAIN 251/252 MATTERS AMENDMENT AND RATE CHANGE FOR UNBUNDLED 2-WIRE ANALOG LOOPS/
SOUTHWESTERN BELL TELEPHONE, L.P.
AT&T MISSOURI/SAGE TELECOM, INC.
021507

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: 

Signature: 

Name: Robert W. McCausland

Name: Rebecca L. Sparks

Title: Vice President, Regulatory Affairs

Title: Executive Director-Regulatory

Date: 3-2-07

Date: 3-7-07

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