

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

In the Matter of the Interconnection)	
Agreement between Southwestern Bell)	Case No. TO-2005-0287
Telephone, L.P. and Sage Telecom, Inc.)	

**STATEMENT OF POSITION
OF SAGE TELECOM, INC.**

COMES NOW Sage Telecom, Inc. (“Sage”), by and through counsel, and pursuant to the Commission’s *Order Adopting Procedural Schedule*, for its Statement of Position respectfully states as follows:

Issue One: Is the Local Wholesale Complete Agreement between Sage Telecom, Inc. and SBC Missouri subject to review by the Missouri Public Service Commission pursuant to Section 252(e)?

Sage Position: No. As in the previous Commission proceeding, Sage continues to believe that a private agreement, such as the Local Wholesale Complete Agreement, for the supply of a substitute for the unbundled network element-platform (UNE-P) product that the law no longer requires SBC to provide, as well as other services that SBC was never required to provide, should not be subjected to the same regulatory scrutiny and approval process that is reserved for agreements covering elements and services that SBC is required to provide under Section 251. The Telecommunications Act of 1996 does not require SBC and Sage to seek Commission approval of the non-251 arrangements in their agreement and to do otherwise Sage believes is an unlawful expansion of Section 252. The Commission’s authority to review and approve an interconnection agreement is conditioned on a competitive local exchange carrier’s “request for interconnection, services, or network elements pursuant to Section 251.” 47

USC 252(a)(1). To the extent that a particular element need no longer be unbundled under Section 251(d)(2), it falls outside the scope of the incumbent local exchange carrier's duty to negotiate under Section 251(c)(1) and the scope of the Section 252 filing and approval requirement.

Sage recognizes that the Commission previously found in consolidated Case No. TO-2004-0576 that the interconnection agreement Amendment and the Local Wholesale Complete Agreement are "indivisible" in nature and that the Commission determined it would not approve the interconnection Amendment unless all the Local Wholesale Complete Agreement was also submitted for Commission review. Accordingly, the Local Wholesale Complete Agreement has now been submitted along with a revised Amendment in this proceeding, although in Sage's view, the Local Wholesale Complete Agreement should not be reviewed by the Commission under Section 252.

Issue Two: Should the Missouri Public Service Commission approve the amendment to the interconnection agreement between Sage Telecom, Inc. and SBC Missouri and/or the amendment to the interconnection agreement between Sage Telecom, Inc. and SBC Missouri with the local wholesale complete agreement as an attachment pursuant to Section 252(e)(2)(A)?

Sage Position: Yes, the Commission should approve the Amendment, with or without the Local Wholesale Complete Agreement as an attachment as virtually every other state commission already has done where the Amendment has been filed for approval. Voluntarily negotiated interconnection agreements, and amendments thereto, are encouraged under the Telecommunications Act and should only be rejected by state Commissions in very limited circumstances. 47 USC 252(e) provides in pertinent part:

(2) The State commission may only reject

(A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) of this section if it finds that—

(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity.

The Amendment to the existing SBC/Sage interconnection agreement does not discriminate against any telecommunications carrier not a party to the agreement nor is it inconsistent with the public interest, convenience and necessity. Implementation of the Amendment is in fact consistent with the public interest in that: it allows SBC and Sage to achieve an end to over eight years of regulatory wrangling and litigation through the execution of a multi-year, multi-state agreement that provides both parties with much needed business certainty; it addresses and accommodates needs unique to Sage and Sage's operations; and it allows Sage to access a replacement for UNE-P which is crucial for Sage's objectives and its business plan as a competitive carrier providing service primarily to residential customers.

Respectfully submitted,

/s/ Charles Brent Stewart

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was sent via electronic transmission to counsel for all parties of record this 6th day of April, 2005.

/s/ Charles Brent Stewart
