BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of an Amendment)	
Superseding Certain 251/252 Matters)	Case No. TO-2004-0584
Between Southwestern Bell Telephone, l	L.P.)	
And Sage Telecom, Inc.)	

SAGE'S OPPOSITION TO MCI AND NUVOX REQUEST TO INTERVENE

Sage Telecom, Inc. ("Sage") respectfully opposes MCImetro Access Transmission Services, L.L.C. ("MCI") and NuVox Communications of Missouri, Inc.'s ("NuVox") Applications to Intervene in the above referenced proceeding. In opposing intervention by MCI and NuVox, Sage supports the position taken by SBC Missouri in its Opposition to MCI and NuVox Request to Intervene filed on July 19, 2004.

Sage also wishes to bring to the Commission's attention a development that occurred yesterday that calls into question the position taken by MCI in this case and in Case No. TO-2004-0576. On July 19, 2004, MCI and Qwest Communications, Inc., the ILEC in 14 states, announced that they had finalized a four year network access agreement covering the 14 state region served by Qwest and that expires in July 2008. As reflected in the attached report from a leading trade publication, according to Qwest, "the agreement consists of two parts, one providing for a replacement service to [UNE-P] and the other providing for batch 'hot cuts." Consistent with MCI's position in this proceeding, the portion of the MCI agreement on batch hot cuts will be submitted to the appropriate state commissions for approval under Section 252.

Exhibit A, *Qwest, MCI Finalize Network Access Pact*, TR Daily, July 19, 2004.

However, MCI and Qwest will not seek approval pursuant to Section 252 of the UNE-P

replacement portion of their agreement.

Thus, MCI's actions with respect to its own commercial agreement are entirely

inconsistent with its position in this proceeding that "any agreement" involving the subject mater

of network elements, even a commercial non-Section 251 agreement, must be submitted for

approval under the Act.² Moreover, MCI has not explained why, in its view, Sage's agreement

for a UNE-P replacement product must be approved by this Commission, while MCI's similar

agreement with Qwest for a UNE-P replacement product is not required to be approved by the

state commissions in Qwest's territory. In sum, MCI's position in this proceeding is inconsistent

with its own conduct and should be disregarded.

Respectfully submitted,

/s/ Charles Brent Stewart

Charles Brent Stewart, Missouri Bar #34885

Stewart & Keevil, L.L.C.

4603 John Garry Dr., Suite 11

Columbia, MO 65203

Tel: 573-499-0635

Fax: 573-499-0638

stewart499@aol.com

Local Counsel for Sage Telecom, Inc.

In the Matter of the Agreement between SBC Communications, Inc. and Sage Telecom, Inc.; In the Matter of an Amendment Superseding Certain 251/252 Matters between Southwestern Bell Telephone, L.P., and Sage Telecom, Inc., Case Nos. TO-2004-0576, TO-2004-0584, Post-Argument Brief of Nuvox Communications of Missouri, Inc. and MCImetro Access Transmission Services, LLC, at ¶¶ 4-5 (Mo. PSC July 14, 2004) (emphasis in original).

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was sent via electronic transmission to counsel for all parties of record in Case No. TO-2004-0584, and to counsel for intervenor applicants, this 20^{th} day of July, 2004.

/s/ Charles Brent Stewart				