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October 27, 2006

Ms. Sandra Paske  
Secretary to the Commission  
Public Service Commission of Wisconsin  
P.O. Box 7854  
Madison, Wisconsin 53707-7854

Re: Application for the Approval of an Amendment amending the Amendment superseding certain 251/252 matters and rate change relating to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and Sage Telecom, Inc./Sage Telecom of Texas, L.P..

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and Sage Telecom, Inc./Sage Telecom of Texas, L.P. hereby request approval, pursuant to 47 U.S.C. 252, an Amendment amending the Amendment superseding certain 251/252 matters and rate change relating to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and Sage Telecom, Inc./Sage Telecom of Texas, L.P.

I have been authorized by Sage Telecom, Inc./Sage Telecom of Texas, L.P. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed Agreement.

Sage Telecom, Inc./Sage Telecom of Texas, L.P.  
Robert W. McCausland  
Vice President-Regulatory Affairs  
805 Central Expressway  
Suite 100  
Allen, TX 75013  
P: 214-495-4704  
F: 214-495-4795  
rmccausland@sagetelecom.net

Sincerely,

/s/ Erik S. CaPaul  
Erik S. CaPaul

Enclosure

## 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 Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (AT&T WISCONSIN), and Sage Telecom, Inc. ("CLEC") (AT&T WISCONSIN) and the CLEC are referred to herein collectively as the "Parties"; singularly, each is a "Party").

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

WHEREAS, AT&T WISCONSIN 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 Wisconsin-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 WISCONSIN 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 WISCONSIN has adopted the FCC ISP terminating compensation plan (“FCC Plan”) in Wisconsin, 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 WISCONSIN’s right to exercise its option at any time to adopt on a date specified by AT&T WISCONSIN 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 WISCONSIN 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 Act<sup>1</sup> (“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.

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<sup>1</sup> 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 WISCONSIN 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 WISCONSIN 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 WISCONSIN 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.**

**Wisconsin Bell, Inc. d/b/a AT&T Wisconsin 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 # WI 9813**

**ACNA SGZ**

Line	WISCONSIN		USOC	Monthly
				Recurring Rate
1	<b>NETWORK ELEMENTS</b>			
2	<b>Loops</b>			
3		2-Wire Analog - Rural (Access Area C)	U2HXC	\$ 15.96
4		2-Wire Analog - Suburban (Access Area B)	U2HXB	\$ 13.27
5		2-Wire Analog - Metro (Access Area A)	U2HXA	\$ 11.63
6		2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	U2WXC	\$ 17.28
7		2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	U2WXB	\$ 14.38
8		2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	U2WXA	\$ 12.20
9		2-Wire Ground Start, PBX - Rural (Access Area C)	U2JXC	\$ 17.28
10		2-Wire Ground Start, PBX - Suburban (Access Area B)	U2JXB	\$ 14.38
11		2-Wire Ground Start, PBX - Metro (Access Area A)	U2JXA	\$ 12.20
12		2-Wire COPTS Coin - Rural (Access Area C)	U2CXC	\$ 17.67
13		2-Wire COPTS Coin - Suburban (Access Area B)	U2CXB	\$ 14.74
14		2-Wire COPTS Coin - Metro (Access Area A)	U2CXA	\$ 12.49
15		2-Wire EKL - Rural (Access Area C)	U2KXC	\$ 21.11
16		2-Wire EKL - Suburban (Access Area B)	U2KXB	\$ 17.93
17		2-Wire EKL - Metro (Access Area A)	U2KXA	\$ 15.02
18				
19	<b>DSL Capable Loops</b>			
20		2-Wire xDSL Loop		
21		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 13.27
22		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 12.27
23		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 11.79
24				
25		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 13.27
26		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 12.27
27		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 11.79
28				
29		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 13.27
30		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 12.27
31		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 11.79
32				
33		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 13.27
34		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 12.27
35		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 11.79
36				
37		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 13.27
38		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 12.27
39		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 11.79
40				
41		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 13.27
42		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 12.27
43		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 11.79
44				
45	<b>IDSL Capable Loop</b>			
46		IDSL Loop Access Area C - Rural	UY5FC	\$ 21.93
47		IDSL Loop Access Area B - Suburban	UY5FB	\$ 18.33
48		IDSL Loop Access Area A - Metro	UY5FA	\$ 15.49
49				