



Mr. Steven Reed, Executive Secretary Missouri Public Service Commission 200 Madison Street Suite 500 Jefferson City, MO 65102-0360

RE: Sage Telecom Communications, LLC

Missouri P.S.C. Tariff No. 5 - Local Tariff Revision

Dear Mr. Reed:

Enclosed for filing please find the original of the above referenced tariff filing submitted on behalf of Sage Telecom Communications, LLC. The purpose of this filing is to add two promotions and make textual changes to the address and company name. The Company respectfully requests an effective date for this filing of April 20, 2013.

The following tariff pages are included with this filing:

1st Revised Page 1
Makes textual changes to company name and address
1st Revised Page 7
Makes textual changes to company name and address
1st Revised Page 24
Makes textual changes to company name and address
Makes textual changes to company name and address
5th Revised Page 66
Adds \$5 Off and Unlimited Long Distance for 3 Months Offer

2nd Revised Page 66.1 Adds Monthly Tell-A-Friend Promotion

Any questions you may have regarding this filing should be directed to my attention at 407-740-3006 or via email to croesel@tminc.com. Thank you for your assistance in this matter.

Sincerely,

Carey Roesel

Consultant to Sage Telecom Communications, LLC

cc: Andrew Karl - Sage file: Sage - MO Local

tms: MOL1302

Enclosures CR/gs

TITLE PAGE

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 10440 N. Central Expressway, Suite 700, Dallas, Texas 75231-2228. This tariff complies with Missouri Public Service Commission rules and Missouri statutes applicable to the Company.

Sage Telecom Communications, Inc. operates as a Competitive Telecommunications Company.

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SECTION 1 - DEFINITIONS

<u>Account</u> - Either a Customer's physical location or individual Service represented by a unique account number within the Billing Hierarchy. Multiple Services each with a unique account number may be part of one physical location.

<u>Alternative Local Exchange Carrier ("ALEC")</u> or Competitive Local Exchange Carrier ("CLEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

<u>Application for Service</u> - The Sage order process that includes technical, billing and other descriptive information provided by the Customer that allows Sage to provide requested communications Services for the Customer and Customer's Authorized Users. Upon acceptance by Sage, the Application for Service becomes a binding contract between the Customer and Sage for the provision and acceptance of Services.

<u>Authorization Code</u> - A multi-digit code that enables a Customer to access Sage's network and enables Sage to identify the Customer's use for proper billing. Also referred to as a Personal Identification Code or PIN.

<u>Authorized User</u> - A person, firm, or corporation, who is authorized by the Customer to be connected to the Service of the Customer.

<u>Billing Hierarchy</u> - Allows Customers to combine multiple accounts and Services into a single billing structure. Business Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition, the Business Customer may specify where the invoices are to be sent and who is to receive them.

<u>Business Hours</u> - The phrase "business hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

<u>Business Office</u> - The phrase "business office" means the primary location where the business operations of Sage are performed and where a copy of Sage's tariff is made available for public inspection. The address of the business office is 10440 N. Central Expressway, Suite 700, Dallas, Texas 75231-2228.

<u>Called Station</u> - The terminating point of a call (*i.e.*, the called number).

<u>Calling Station</u> - The originating point of a call (*i.e.*, the calling number).

Calling Area - A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier - Any person or entity engaged as a common carrier for hire, in intrastate communication by wire or radio.

<u>Central Office</u> - A Local Exchange Carrier's office where a Customer's lines are terminated for the purpose of offering local telephone service and to connect with interexchange carriers.

<u>Competitive Local Exchange Carrier</u> ("CLEC") or Alternative Local Exchange Carrier ("ALEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

<u>Commission</u> – Missouri Public Service Commission ("MPSC").

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SECTION 2 - RULES AND REGULATIONS

2.13 Notice and Communication

- 2.13.1. The Customer shall designate on the Application for Service an address to which Sage shall mail or deliver all notices and other communications, except that Sage may also designate a separate address to which Sage's bills for service shall be mailed.
- 2.13.2. Sage shall designate on the Application for Service an address to which the Customer shall mail or deliver all notices and other communications, except that Sage may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.13.3. All notices or other communications required to be given pursuant to this Tariff shall be made in writing to Sage at 10440 N. Central Expressway, Suite 700, Dallas, Texas 75231-2228 or by calling (214) 495-4700. Notices and other communications of either party, and all bills mailed by Sage, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U. S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.13.4. Sage or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.14. Taxes, Surcharges and Utility Fees

Customer is responsible for the payment of all federal, state and local taxes, surcharges, utility fees, or other similar fees (*i.e.*, gross receipts tax, sales tax, municipal utilities tax, 911 surcharges or fees) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff. These charges will appear as separate line items on the Customer's bill and are not included in the rates contained in this Tariff. There shall be added to the Customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of Sage by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each Customer will appear as a separate line item on the Customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority.

2.15. Customer Billing Inquiries

Any customer who has a question regarding his/her telephone bill may contact Sage toll free at (888) 449-4940, or at 10440 N. Central Expressway, Suite 700, Dallas, Texas 75231-2228.

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SECTION 5 - PROMOTIONS AND DISCOUNTS

5.0. <u>General</u> – From time-to-time, Sage Telecom may elect to offer promotions and discounts to all similarly situated residential and business Customers. In some cases, the Customer may be required to retain the service for a specific period in order to qualify for the promotion.

Sage Telecom will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion, identifying the areas offered, the beginning and ending dates of the promotion, and the specific type of waiver or credit. If facilities permit, all residence and/or business Customers will be offered the same opportunity to take advantage of the same terms and conditions under the promotions in which to subscribe to residential or business services.

5.1 \$5 Off 6 Months Offer

This offer is available to residential Customers who switch their service to Sage Telecom or install new service with Sage Telecom between August 1, 2012 and July 31, 2013. To be eligible, the Customer must have local service, intraLATA, and interLATA long distance service with Sage Telecom and purchase the Super Savings Plus Plan, Nationwide Advantage, Preferred Value Plan, or Nationwide Value Plan.

Customers who qualify will receive a credit equal to \$5 off their monthly service plan bundled rate on their first six invoices from Sage Telecom. The then effective tariff rate will apply in full each month thereafter. Credit amount does not include any additional charges for optional features, long distance service, taxes, fees, surcharges, or other services. Customer must be in good payment standing at the time each credit is issued to receive each credit. This offer is limited to one (1) line per account. Sage reserves the right to cancel this promotion at any time. These credits may not be combined with any other Sage promotions or offers.

5.2 \$5 Off and Unlimited Long Distance for 3 Months Offer

New residential customers who subscribe to the Super Savings Plus plan between April 20, 2013 and April 1, 2014 are eligible for this offer. Customers must choose Sage as their intraLATA and interLATA carrier to qualify. Customers may not combine with any other promotions or offers.

Customers who qualify receive notice of this offer through Sage marketing campaigns. This offer includes:

- 1) a credit equal to \$5 off of their monthly service plan bundled rate on their first three invoices from Sage Telecom, and;
- 2) free unlimited long distance for the first three (3) months of service on all direct dialed, 1+ long distance or 1+ intraLATA toll calls made to points within the continental U.S., Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands and outside the customer's local (free) calling area,

The then-effective tariff rate and included minutes will apply in full each month thereafter. Credit does not include any additional charges for optional features, long distance, taxes, fees, surcharges, usage charges, or other services. Customer must be in good payment standing at the time each credit issued to receive the discount. This offer is limited to one (1) line per account. Sage reserves the right to cancel this offer at any time.

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SECTION 5 - PROMOTIONS AND DISCOUNTS

5.3 Monthly Tell-A-Friend Promotion

For referred customers who initiate service between April 20, 2013 and April 1, 2014, the monthly Tell-A-Friend Plan provides a credit of \$1 per line per month to customers of Sage for referring a new local exchange service, wireless, or data customer to Sage. Referring customers can earn \$1 credit per month for each customer referred as long as the referred customer and the referring customer meet all terms and conditions of the program.

To qualify for the \$1 monthly credit, referred customer must initiate service with Sage Telecom and remain a Sage active customer. Credit to the referring customer will be applied monthly to their Sage account until the referred customer or the referring customer's service is disconnected.

5.4 [Reserved for Future Use]

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