

Original Sheet No. 1

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**AUG 15 1998**

Tri-M Communications, Inc., dba TMC Communications

Boise, Idaho

**TRI-M COMMUNICATIONS, INC., dba**  
**TMC COMMUNICATIONS**

125 E. De La Guerra, Suite 201  
Santa Barbara, California 93101

This tariff applies to the MTS Services furnished by Tri-M Communications, Inc., dba TMC Communications ("TMC") for calls which originate and terminate within the State of Idaho. This tariff is on file with the Idaho Public Utilities Commission and copies may be inspected, during normal business hours, at the Company's principal place of business at 125 E. De La Guerra, Suite 201, Santa Barbara, California 93101.

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**Effective**

**Issued by** Tri-M Communications, Inc., dba TMC Communications  
**by** John D. Marsh **Title** CEO

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Boise, Idaho

**CHECK SHEET**

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Boise, Idaho

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Tri-M Communications, Inc., dba TMC Communications	<b>AUG 15 1998</b>  Boise, Idaho
<p>1. <u>Contact Information</u></p> <p>1.1 Customer complaints, bill inquiry, new service or disconnect requests:</p> <p style="text-align: center;">Ms. Andrea Marchinko TMC Communications 125 E. De La Guerra, Suite 201 Santa Barbara, California 93101 Telephone: (888) 965-8620</p> <p>1.2 Commission contact - tariff information:</p> <p style="text-align: center;">Ms. Andrea Marchinko TMC Communications 125 E. De La Guerra, Suite 201 Santa Barbara, California 93101 Telephone: (888) 965-8620</p> <p>1.3 Commission contact - complaints:</p> <p style="text-align: center;">Ms. Andrea Marchinko TMC Communications 125 E. De La Guerra, Suite 201 Santa Barbara, California 93101 Telephone: (888) 965-8620</p> <p>1.4 Idaho agent:</p> <p style="text-align: center;">Corporation Services Company 200 North 23rd Street Boise, Idaho 83702 (208) 334-1707</p>	
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<b>by</b>	John D. Marsh
	<b>Title</b> CEO

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2. Tracking

The following symbols are used for the purposes indicated below:

- D - Delete or discontinue.
- I - Increase in rate or charge.
- M - Moved from another tariff location.
- N - New.
- R - Decrease in rate or charge.
- T - Change in text, but no change in rate or charge or regulation.
- C - Change in regulation.

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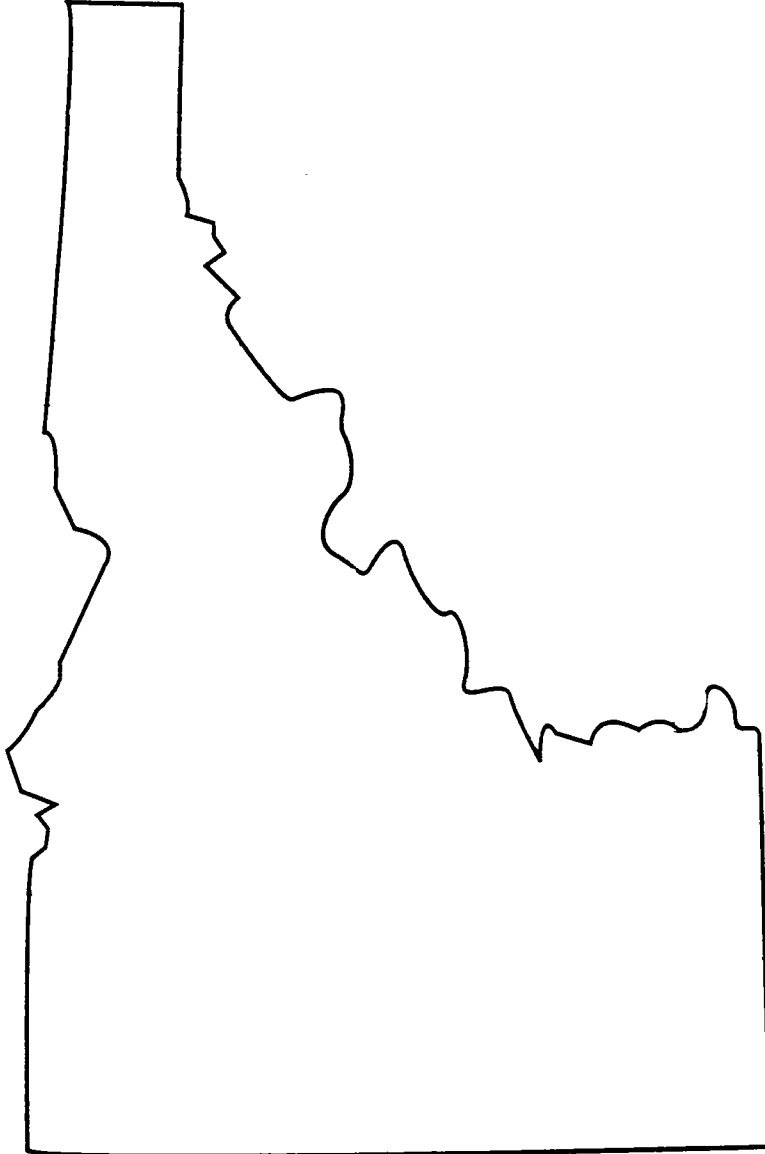
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Tri-M Communications, Inc., dba TMC Communications

Boise, Idaho

3. Service Area

TMC intends to offer services throughout the State of Idaho.



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Boise, Idaho

4. Deposit Requirement

4.1 INTEREST ON DEPOSITS

4.1.1 Interest Payable. Interest will be payable on the deposited amounts at the rate provided by paragraph 02 of this rule. Interest will accrue from the date the deposit is made until the deposit is refunded or applied to the customer's bill; however, interest will not accrue on a deposit if:

4.1.1.1 service is terminated temporarily at the request of the customer who leaves the deposit with the telephone company for future use as a deposit; or

4.1.1.2 service has been permanently terminated and the telephone company has been unsuccessful in its attempt to refund a deposit.

4.1.2 Interest rate. On or before November 15 of each year, the Commission will determine the twelve month average interest rate for one-year Treasury Bills for the previous November 1 through October 31, round that rate to the nearest whole percent, and notify the telephone companies of its determination of this interest rate. That rate will be in effect for the following calendar year for all deposits described in paragraph 01 of this rule.

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Boise, Idaho

4. Deposit Requirement (Cont'd)

4.2 RETURN OF DEPOSIT

4.2.1 Former Customers. Upon termination of service, the deposit with accrued interest must be credited to the final bill. The balance of the deposit remaining, if any, must be returned promptly to the customer.

4.2.2 Existing Customers. Unless the customer has requested that the deposit be credited to future bills, the deposit, with accrued interest, must be refunded promptly by TMC when:

4.2.2.1 the residential customer establishes and maintains good credit, or

4.2.2.2 the small business customer maintains good credit and is not delinquent more than once in the previous twelve months.

4.2.3 Retention During Dispute. TMC may retain the deposit pending resolution of a dispute over termination of service. If the deposit is later refunded to the customer, TMC shall pay interest at the annual rates established in IDAPA 31.41.01 Rule 106 for the entire period over which the deposit was held.

4.2.4 Early Return of Deposit. TMC may refund a deposit plus accrued interest in whole or part at any time before the time prescribed in this rule.

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Boise, Idaho

4. Deposit Requirement (Cont'd)

## 4.3 TRANSFER OF DEPOSIT

Deposits shall not be transferred from one customer to another customer or between classes of service, except at the customer's request. When a customer with a deposit on file transfers service to a new location within the same telephone company's service area in Idaho, the deposit and any outstanding balance shall be transferred to the account for the new location.

## 4.4 RECEIPT FOR DEPOSIT-RECORDS OF DEPOSITS

4.4.1 Receipts. Each customer paying a deposit must be given a receipt containing or otherwise be provided with the following information:

4.4.1.1 name of customer and service address for which deposit is held;

4.4.1.2 date of payment;

4.4.1.3 amount of payment; and

4.4.1.4 statement of the terms and conditions governing the return of deposits.

4.4.2 Retention of Records. Each telephone company shall maintain records that will enable a customer entitled to a return of a deposit to obtain a refund even though the customer may be unable to produce the receipt for the deposit. These records must include the name of each customer, the service locations and telephone number(s) of the customer while the deposit is retained, and the date(s) and amount(s) of the deposits. The telephone company shall retain these records as required by the Unclaimed Property Act, sections 14-501 et seq., Idaho Code, and in particular section 14-531, Idaho Code, (ten years).

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Boise, Idaho

4. Deposit Requirement (Cont'd)

4.4.3 Transfer of Records. Upon the sale or transfer of any telephone company or any of its operating units, the seller shall certify to the Commission that it has a list showing the names of all customers whose service is transferred and who have a deposit on file, the date the deposit was made and the amount of the deposit.

5. Termination of Service

5.1 REQUIREMENTS FOR AND CONTENTS OF NOTICE OF DENIAL OF A SERVICE

If a telephone company intends to deny an available service to an applicant, the telephone company must give the applicant written explanation of its refusal to serve. The explanation must state:

5.1.1 The Reasons for Denial of the Service;

5.1.2 Actions of Applicant. Actions the applicant may take to receive the telephone company's service; and

5.1.3 Filing Complaint. That an information or formal complaint concerning denial of the service may be filed with the telephone company or the Commission.

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Boise, Idaho

5. Termination of Service (Cont'd)

5.2 **GROUND FOR DENIAL OR TERMINATION OF A SERVICE, WITHOUT PRIOR NOTICE**

A telephone company may deny or terminate a service or all services without prior notice to the customer or applicant and without the customer's or applicant's permission for one or more of the following reasons:

- 5.2.1 **Dangerous Condition.** A condition immediately dangerous or hazardous to life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.
- 5.2.2 **Ordered to Terminate Service.** The telephone company is ordered to terminate service by any court, the Commission, or any other duly authorized public authority.
- 5.2.3 **Services Obtained Illegally.** The service(s) was (were) obtained, diverted or used without the authorization or knowledge of the telephone company.
- 5.2.4 **Customer Unable to be Contacted.** The telephone company has tried diligently to meet the notice requirements of IDAPA 31.41.01 Rule 304, but has been unsuccessful in its attempt to contact the customer affected.
- 5.2.5 **Misrepresentation of Identity.** The customer has misrepresented the customer's identity for purposes of obtaining telephone service and has no or an inadequate security deposit on file with the company and has an outstanding bill exceeding one hundred (\$100) dollars. Refer to Section 10.3 of this tariff for rendering and payment of bills.

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<p>5. <u>Termination of Service</u> (Cont'd)</p> <p>5.3 <b>SERIOUS ILLNESS OR MEDICAL EMERGENCY</b></p> <p>5.3.1 <b>Medical Certificate-Postponement of Termination of MTS Services.</b> A telephone company offering MTS service between a residential customer and the customer's nearest community providing necessary medical facilities or services must postpone termination to a residential customer for thirty (30) days from the date of the receipt of a current certificate signed by a licensed physician or public health official with medial training. The certification shall state:</p> <p>5.3.1.1 the customer, a member of the customer's family, or other permanent resident of the premises where service is provided, is seriously ill or has a medical emergency or will become seriously ill or have a medial emergency because of termination of service; and</p> <p>5.3.1.2 termination of service would adversely affect that customer, member of the customer's family, or resident of the household.</p> <p>5.3.2 <b>Contents of Medical Certificate.</b> This certificate must be in writing and show clearly the name of the person whose serious illness or medical emergency would be adversely affected by termination, the nature of the serious illness or medical emergency, and the name, title, and signature of the person giving notice of or certifying the serious illness or medical emergency.</p>	
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Boise, Idaho

5. Termination of Service (Cont'd)

5.3.3 Restoration of Service. If MTS service has already been terminated when the medical certificate is received, the appropriate service must be restored. The customer must receive necessary MTS services for thirty (30) days from the telephone company's receipt of the certificate.

5.3.4 Payment Arrangements. Before the expiration of the medical postponement, the customer must make payment arrangements with the telephone company in accordance with IDAPA 31.41.01 Rule 312.

5.3.5 Second Postponement. The telephone company must postpone termination of necessary MTS service upon receipt of a second certificate stating that the serious illness or medical emergency still exists, unless during the period of the first certificate excessive or unwarranted MTS calls were incurred and not paid or the customer refused to enter into payment arrangements.

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**Boise, Idaho**

5. Termination of Service (Cont'd)

5.3.6 Verification of Medical Certificate. The telephone company may verify the authenticity of the certificate and may refuse to delay termination of service if the certificate is a forgery or is otherwise fraudulent.

5.4 MEDICAL FACILITIES-SHELTER CARE

Where MTS service is provided to a customer known by the telephone company to be or identifying itself as a medical care facility, including a hospital, medical clinic with resident patients, nursing home, intermediate care facility or shelter care facility, notice of pending termination shall be provided to the Commission and to the State Department of Health and Welfare as well as to the customer. Upon request from the Commission, a delay in termination or no less than seven (7) calendar days from the date of notice shall be allowed so that action may be taken to protect the interests of the facility's residents.

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**Boise, Idaho**

6. Service Offering (Example Only)

6.1 CALCULATION OF DISTANCE

6.1.1 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

6.1.2 The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. TMC uses vertical and horizontal coordinates produced by Bell Communications Research in their NPA-NXXX V&H coordinates tape in Bell's NECA Tariff No. 4.

6.1.2.1 Formula. The square root of the product of the following formula:

$$\frac{(V1 - V2)^2 + (H1 + H2)^2}{10}$$

6.2 MINIMUM CALL COMPLETION (Example Only)

Customers can expect a call completion rate of not less than 90% during peak periods for Feature Group D (FGA) services. The call completion rate is calculated as the number of calls completed, including calls completed to a busy or unanswered line, divided by the number of calls attempted.

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**Boise, Idaho**6. Service Offering (Cont'd)

## 6.3 DESCRIPTION OF SERVICES OFFERED

6.3.1 Switched - 1, Long Distance Service

Switched - 1, Long Distance Service is available to Customers who maintain a minimum monthly usage of at least \$100.00.

6.3.1.1 Activation Fee: \$0.00

6.3.1.2 Monthly Access Fee: \$0.00

6.3.1.3 Usage Rate (per minute): \$0.158

6.3.1.4 Calls are billed in six (6) second increments with a six (6) second minimum.

6.3.2 Switched - 2, Long Distance Service

Switched - 2, Long Distance Service is available to all Customers regardless of their minimum monthly usage amount.

6.3.2.1 Activation Fee: \$0.00

6.3.2.2 Monthly Access Fee: \$0.00

6.3.2.3 Usage Rate (per minute): \$0.240

6.3.2.4 Calls are billed in six (6) second increments with a six (6) second minimum.

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6. Service Offering (Cont'd)

## 6.3 DESCRIPTION OF SERVICES OFFERED (Cont'd)

6.3.3 Dedicated - 1, Long Distance Service

Dedicated - 1, Long Distance Service is available to Customers who maintain a minimum monthly usage of at least \$100.00.

6.3.3.1 Activation Fee: \$0.00

6.3.3.2 Monthly Access Fee: \$0.00

6.3.3.3 Usage Rate (per minute): \$0.089

6.3.3.4 Calls are billed in six (6) second increments with a six (6) second minimum.

6.3.4 Dedicated - 2, Long Distance Service

Dedicated - 2, Long Distance Service is available to all Customers regardless of their minimum monthly usage amount.

6.3.4.1 Activation Fee: \$0.00

6.3.4.2 Monthly Access Fee: \$0.00

6.3.4.3 Usage Rate (per minute): \$0.129

6.3.4.4 Calls are billed in six (6) second increments with a six (6) second minimum.

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**Boise, Idaho**

6. Service Offering (Cont'd)

6.3 DESCRIPTION OF SERVICES OFFERED (Cont'd)

6.3.5 Calling Card

6.3.5.1	Activation Fee:	\$0.00
6.3.5.2	Monthly Access Fee:	\$0.00
6.3.5.3	Usage Rate (per minute):	\$0.199
6.3.5.4	Calls are billed in six (6) second increments with an eighteen (18) second minimum.	

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Tri-M Communications, Inc., dba TMC Communications

Boise, Idaho

7. Limitation of Liability

## 7.1 INDEMNIFICATION

7.1.1. A subscriber shall indemnify and save the Company harmless against all claims arising out of, including but not limited to, the following:

7.1.1.1 acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service; and

7.1.1.2 claims for libel, slander, or infringement of copyright arising from the material claims for infringement of patents arising from, combining with, or using in connection with, facilities of the Company, apparatus and systems of the subscriber; and all other claims arising out of any act or omission of the subscriber in connection with facilities provided by the Company.

7.1.1.3 fraudulent usage by employees or third persons, including but not limited to usage originating outside the subscriber's premises but routed through the subscriber's PBX or other equipment or facilities.

## 7.2 FURNISHING OF SERVICES

The Company's obligation to furnish service is dependent upon its ability to secure and retain suitable facilities and rights for the provision of the service without unreasonable expense.

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**by** John D. Marsh **Title** CEO

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**Boise, Idaho**

Tri-M Communications, Inc., dba TMC Communications

7. Limitation of Liability (Cont'd)

7.3 TRANSMITTING MESSAGES

The Company does not undertake to transmit messages but offers the use of its facilities, where available, for communication between parties subject to the terms and conditions specified in these tariffs.

7.4 MAINTENANCE AND REPAIR

All costs associated with the maintenance and repair of services furnished by the Company will be borne by the Company, except as specified elsewhere in this tariff.

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Tri-M Communications, Inc., dba TMC Communications

Boise, Idaho

7. Limitation of Liability (Cont'd)

7.5 LIABILITY OF THE COMPANY

7.5.1 The Company's liability, if any, for damages arising out of its negligent provision of any service or failure to provide any service, or for mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service, shall in no event exceed an amount equivalent to the Company's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occurred, provided that the Company will have no such liability for such damages incurred at any time prior to 48 hours following the time the subscriber notifies the Company of the negligence, or mistake, omission, interruption, delay, error, or defect in transmission. In no event shall the Company be responsible for any lost profits, consequential damages, or incidental damages of the subscriber or any other party, or for any claim of damage by the subscriber or against the subscriber by any other party. Any mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful acts of the subscriber, or that arise from facilities or equipment used by the subscriber, shall not result in the imposition of any liability upon the Company.

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Boise, Idaho

7. Limitation of Liability (Cont'd)

7.6 The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any local exchange carrier or other service provider whose facilities are used in furnishing any portion of the service received by subscriber.

7.6.1 The Company will not be liable for any failure of performance due to causes beyond its control, including but not limited to cable dig-up by third party, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, insurrection, riots, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company will not be liable for any failure of performance due to necessary network reconfiguration, system modifications for technical upgrades, or actions taken by any court or government agency having jurisdiction over the Company.

7.6.2 The Company will not be liable for any failure of performance caused by or the result of any act or omission by the subscriber or any entity other than the Company who furnishes services, facilities, or equipment used in connection with the Company's services or facilities.

7.7 OVERPAYMENT

The Company will not be obligated to refund any overpayment by a subscriber unless a written claim for such overpayment, together with substantiating evidence that will reasonably permit the Company to verify such claim, is submitted within three years of the alleged overpayment.

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7. Limitation of Liability (Cont'd)

7.8 DISCLAIMER OF WARRANTIES

Except as expressly provided in this tariff, the Company makes no expressed or implied representations, or warranties, including any warranties regarding merchantability or fitness for a particular purpose.

7.9 REFUNDS FOR INTERRUPTION OR IMPAIRMENT TO THE COMPANY'S SERVICE

It shall be the obligation of the subscriber to immediately notify the Company of any service interruption.

7.10 EXCULPATORY LANGUAGE

The above tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

8. Use of Service for Unlawful Purposes

The Company's services are furnished subject to the condition that they will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

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Boise, Idaho

9. Unauthorized Use

Any individual who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current subscriber relationship, shall be liable for both the tariffed cost of the service received and the Company's cost of investigation and collection.

10. Rendering and Payment of Bills

10.1 Customer bills are issued monthly. The customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the customer. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment.

10.2 Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Carrier or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.

10.3 Customer payments are considered prompt when received by TMC or its agent by the due date on the bill. The due date is 21 days after the bill is rendered and is designated by the due date on the customer's bill. The customer shall have at least 21 days from the rendition of a bill to timely pay the charges stated.

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