

TITLE SHEET

**IDAHO REGULATIONS AND RATES GOVERNING THE PROVISION OF
INTEREXCHANGE SERVICES WITHIN THE STATE OF IDAHO**

OF

BARR TELL USA, INC.
218 East Park Ave., Suite 522
Long Beach, NY 11561-3521
866-948-6216

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunication services provided by Barr Tell USA, Inc. with principal offices located at 218 East Park Ave., Suite 522 Long Beach, NY 11561-3521. This tariff applies for services furnished 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 principal place of business

Issued: August 12, 2024

Issued By: Harold Barr, President
218 East Park Ave., Suite 522
Long Beach, NY 11561-3521

Idaho Public Utilities Commission
~~Office of the Secretary~~
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CHECK SHEET

Pages listed below of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of these pages.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

(C) To signify a change in regulation or text.

(D) To signify a ~~r e d u c e d~~ r a t e .

(I) To signify an ~~i n c r e a s e d~~ r a t e .

(M) To signify a move in the location of text.

(N) To signify new rate or regulation.

(O) To signify an omission.

(T) To signify a temporary rate and/or surcharge.

In addition to symbols for changes, each provision or rate element changed will contain a vertical line, which will clearly show the exact number of lines being changed.

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TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.

C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
2.1
2.1.1
2.1.1.(A)
2.1.1.(A).1

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a crossreference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

APPLICABILITY OF TARIFF

This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of interexchange telecommunications services of the Company within the State of Idaho.

ACCESSIBILITY OF TARIFF

This tariff is on file with the Idaho Public Utilities Commission and the Company's principal place of business:

Barr Tell USA, Inc.
218 East Park Ave., Suite 522
Long Beach, NY 11561-3521

These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge, by contacting the Company at 866-948-6216

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SECTION 1 - TERMS AND ABBREVIATIONS

"Access" as used in this tariff means an arrangement which connects the Customer's or Subscriber's telecommunications service to the Underlying Carrier's designated point of presence or network switching center.

"Authorized carrier" means any telecommunications carrier that submits a change, on behalf of an end-user, in the end-user's selection of a provider of telecommunications service with the end-user's authorization verified in accordance with the procedures specified in this Chapter.

"Billing agent" means an entity which provides bills to an end-user for services received from a reseller.

"CIC" means carrier identification code which identifies a provider of toll services by a three or four-digit number.

"Class of service" means a description of service furnished a customer in terms of grade of service, type of rate, location, and use.

"Clear and conspicuous" means notice that would be apparent to the reasonable consumer.

"Commission" means the Idaho Public Utilities Commission.

"Company" means the Reseller referred to on the title page of this tariff, unless otherwise indicated by the context.

"Competitive service" means a telecommunications service determined by the Commission to be subject to effective competition for a relative geographic and service(s) market, after notice and hearing.

"Complaint" means any oral or written report given to a reseller by an end-user of a reseller's service and/or the Commission's Consumer Services Division relating to dissatisfaction with the provision of or the rate(s) charged for the reseller's service(s). Each complaint shall count as a separate report regardless of whether subsequent reports relate to the same situation giving rise to the dissatisfaction with the provision of or the rate(s) charged for the reseller's regulated services.

"Cramming" means the placement of unauthorized, misleading, or deceptive charges on a customer's telephone bill for products or services that were never ordered by the customer.

"Customer" means any person, firm, partnership, cooperative Public Utilities, Public Utilities, or lawful entity that receives regulated telecommunications services provided by an entity reselling intrastate telecommunications services.

"Customer class" means class of service provided to a group of customers.

"Customer trouble report" means any oral or written report given to the reseller's repair service or contact person, and/or the Commission's Consumer Services Division by a customer relating to a defect or difficulty or dissatisfaction with the provision of the telecommunications service provided by the reseller.

SECTION 1 - TERMS AND ABBREVIATIONS, (Continued)

"Delinquent" means a payment for a billing for services provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.

"Deniable charge" means a charge for those regulated services for which nonpayment may result in a disconnection of basic local service.

"Disconnection of service" means an arrangement made by the end-user or reseller for permanently discontinuing service by terminating the contract and/or removing the telephone service from the end-user's premises.

"End-user" means the customer to whom a telephone number is assigned.

"Exchange" means a geographic area established by a telephone company and approved by the Commission for the administration of local telephone service in a specified area which usually embraces a city, town, or village and its environs. It may consist of one or more central offices together with associated plant used in furnishing communication service in that area.

"Executing carrier" means any telecommunications carrier that affects a request that an end-user's telecommunications carrier be changed. A carrier may be treated as an executing carrier, however, if it is responsible for any unreasonable delays in the execution of carrier changes or for the execution of unauthorized carrier changes, including fraudulent authorizations.

"FCC" means the Federal Communications Commission.

"IXC" means interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the State of Idaho borders.

"Initial Tariffs" means the first tariffs approved after, or in conjunction with, the granting of a Certificate of Convenience and Necessity.

"InterLATA call" means any call which is originated in one LATA and terminated in another LATA.

"Interstate call" means any call which is originated in one state and terminated within the boundaries of another state.

"IntraLATA call" means any call which is originated and terminated within the boundaries of the same LATA, regardless of whether such call crosses LATA boundaries prior to reaching its termination point.

"Intrastate call" means any call which is originated and terminated within the boundaries of the State of Idaho, regardless of whether such call crosses state boundaries prior to reaching its termination point.

"LATA" means Local Access and Transport Area as defined in the Code of Federal Regulations, Title 47 Part 53.3.

SECTION 1 - TERMS AND ABBREVIATIONS, (Continued)

"LEC" means a local exchange company which is providing local exchange service.

"Letter of Agency" ("LOA") means the written authorization that gives permission to change the customer's telecommunications services and/or the customer's provider or to share that customer's network information with representatives or associates of the telecommunication company.

"New service provider" means a service provider that did not bill the end-user for service during the service provider's last billing cycle. This definition excludes service providers which bill the customer solely on a per transaction basis.

"Non-deniable charge" means a charge for those non-regulated services for which nonpayment shall not result in a disconnection of basic local service.

"Not-regulated service" means the offering of service(s) where the rates and/or terms and conditions for such service(s) are not regulated by the Commission. These would include any services offered from FCC tariffs such as interstate service offerings and any taxes, fees and surcharges applicable to those services, as well as any intrastate services not contained in tariffs approved by the Commission.

"Point of presence ("POP")" means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

"Regulated telecommunications service" means the offering of telecommunications service(s) directly to the public where the rates and/or terms and conditions for such service(s) are regulated by the Commission. These would include services offered from intrastate tariffs approved by the Commission and any taxes, fees and surcharges applicable to those services, and interstate services when the Commission is enforcing the FCC slamming rules.

"Reseller" means any person, partnership, cooperative Public Utilities, Public Utilities, or lawful entity that offers telecommunications services to the public through the use of the transmission facilities of other carriers or a combination of its own facilities and the transmission facilities of other carriers for resale to the public for profit.

"Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. Service shall not include the provision of non telecommunications services, including but not limited to the printing, distribution, or sale of advertising in telephone directories, maintenance of inside wire, customer premises equipment and billing and collection, nor does it include the provision of mobile telephone service, enhanced services and other services which are not-regulated.

"Service provider" means any entity that offers a product or service to a customer, the charge for which appears on the bill of the billing agent. This definition shall include only providers that have continuing relationships with the end-user that will result in periodic charges on the end-user's bill, unless the service is subsequently canceled.

"Slamming" means the unauthorized switching of an end-user's presubscribed IXC or reseller

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SECTION 1 - TERMS AND ABBREVIATIONS, (Continued)

"Submitting carrier" means any telecommunications carrier that requests on the behalf of an enduser that the end-user's telecommunications carrier be changed and seeks to provide retail services to the end user. A carrier may be treated as a submitting carrier, however, if it is responsible for any unreasonable delays in the submission of carrier change requests or for the submission of unauthorized carrier change requests, including fraudulent authorizations.

"Suspension of service" means an arrangement made at the initiative of the reseller for temporarily discontinuing service without terminating the contract or removing the telephone service from the customer's premises.

"Telecommunications company" or "Telecommunications carrier" means a reseller.

"Telecommunications service" means service provided by a reseller including voice, data, and all other types of communications services, under the reseller's tariffs on file with the Public Utility Division of the Commission.

"Telephone bill" means a billing agent's invoice, issued in compliance with this Chapter, for products or services rendered by itself and by a service provider(s), if any.

"Territory" means the reseller's area of operation which may include the entire State of Idaho or some specified portion thereof.

"Unauthorized carrier" means any telecommunications carrier that submits a change, on behalf of an end-user, in the end-user's selection of a provider of telecommunications service but fails to obtain the end-user's authorization verified in accordance with the procedures specified in this Chapter.

"Unauthorized change" means a change in an end-user's selection of a provider of telecommunications service that was made without authorization verified in accordance with the verification procedures specified in this Chapter.

"Underlying carrier(s)" means the provider of facilities utilized by a reseller in the provisioning of its interexchange service to its customers.

SECTION 2 - RULES AND REGULATIONS

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.1 - UNDERTAKING OF COMPANY

2.1.1 The Company's services are furnished for telecommunications originating and terminating within the State of Idaho under terms of this tariff.

2.1.2 The Company installs, operates, and maintains the telecommunications services provided herein under the accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

2.1.3 The Company's services are provided on a monthly basis, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 – LIMITATIONS

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.4 The Company does not offer services for resale by Customers unless such Customer has been granted a Certificate of Convenience and Necessity by the Commission to provide such services in the State of Idaho.

2.2.5 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company

SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 - TRANSFER OR ASSIGNMENT

2.3.1 After obtaining the Company's written consent, the Customer of record may assign or transfer the use of service where there is no interruption or physical relocation. All terms and provisions contained in this tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- (A) The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and,
- (B) The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's services. These obligations include all outstanding indebtedness for the use of the Company's service. Consent to such transfer or assignment will not be unreasonably withheld; and,
- (C) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of the request.

2.3.2 Any permitted transfer or assignment of the Company's service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

2.3.3 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service

SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 - USE OF SERVICE

2.4.1 The Company's service(s) may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of such service(s).

2.4.2 The use of the Company's service(s) to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonably interfere with use by others, is prohibited.

2.4.3 The use of the Company's service(s) without payment for service(s) or attempting to avoid payment for service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Phone Cards of the Company's or false numbers of such cards, is prohibited.

2.4.4 Resale of the Company's service(s) by Customers is prohibited unless and until the Customer has provided the Company with proof that the Customer has been granted a Certificate of Public Convenience and Necessity to provide such service(s) in the State of Idaho.

2.4.5 The Company's service is available for use twenty-four (24) hours per day, seven days per week.

2.4.6 The Company does not transmit messages pursuant to the tariff, but its services may be used for that purpose.

2.4.7 The Company's service(s) may be denied for nonpayment of charges or for other violations of this tariff.

SECTION 2 - RULES AND REGULATIONS (Continued)

2.5 - LIABILITIES OF THE COMPANY

2.5.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in transmission which occur in the course of furnishing service(s) or facilities in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.5.2 consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if Cased by any person or entity other than the Company, by any malfunction of any service or facility provided by an underlying carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other Case beyond the company's direct control.

2.5.3 The Company will make no refund of overpayment by a Customer unless the claim for overpayment, together with proper evidence, is submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.

2.5.4 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Company's services.

2.5.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service(s) which is not the direct result of the Company's negligence.

2.6 - (RESERVED FOR FUTURE USE)

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 - BILLING AND BILLING DISPUTES

2.7.1 Bills to end-users shall be issued monthly, unless the Company's approved terms and conditions of service prescribe a different interval. Bills may be issued on a billing cycle. All end-users shall receive their bills via the United States mail, unless the end-user agrees with the Company to receive a bill through different means, such as electronically via the Internet. Whatever the method of delivery, bills shall comply with the Rules & Regulations of the Idaho Public Utilities Commission

2.7.2 The Customer is responsible for all charges including all calls placed from the Customer's location or by use of the Customer's authorization code(s).

2.7.3 Unless otherwise authorized by the Commission, bills shall be payable immediately upon receipt and past due fifteen (15) days after the date of the Company mailing or after any deferred payment date previously established either by oral or written agreement between an end-user and the Company. The date after which the bill is past due shall be stated on the bill.

2.7.4 If a Customer's bill is not paid by the due date printed on the bill, the Company may impose a late charge of 1.5% per month on the delinquent amount.

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 - BILLING AND BILLING DISPUTES, (Continued)

2.7.5 Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at (877) 638-2855. The Company shall investigate the particular case and report the results to the Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission. The Company shall provide the Customer with the following information:

The Idaho Public Utilities Commission
472 West Washington Street
Boise, ID 83702
Toll Free 1-800-432-0369

2.7.6 The Company must provide notice to affected end-users of any increased rate of a noncompetitive service at least twenty (20) days prior to implementation of said increase.

2.7.7 The Company shall provide notice to affected residential customers of any increased rate for a service determined to be competitive, prior to or concurrent with the effective rate increase.

2.8 - (RESERVED FOR FUTURE USE)

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.9 – TAXES

The Customer is responsible for payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

2.9.1 All state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s).

2.9.2 Other taxes, charges and the regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s).

2.9.3 Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

2.10 – EQUIPMENT

2.10.1 The Company's facilities and service(s) may be used with or terminated in Customer-provided terminal equipment or Customer-provided telecommunications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.11 - INSTALLATION AND TERMINATION

2.11.1 Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

SECTION 2 - RULES AND REGULATIONS (Continued)

2.12 - PAYMENT FOR SERVICE

2.12.1 All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a LEC, credit card company, or other billing service. The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the LEC's local exchange service tariff shall apply to charges of the Company when the LEC serves as the billing agent for the Company or buys the Company's accounts receivables. Terms of payment shall be according to the rules and

2.12.2 Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.12.3 Upon initiation or termination of service, Customer billing will commence, or terminate, with the next available bill cycle. Monthly recurring charges are not prorated based on the actual number of days that the Customer had service during the billing cycle.

2.13 - RETURNED CHECK CHARGE

2.13.1 If a check offered by a Customer for payment of service provided is dishonored; a returned check charge shall be applied in the amount of \$15.00.

2.14 - CANCELLATION OF SERVICE BY CUSTOMER

2.14.1 A Customer may cancel service by providing written or verbal notice to the Company. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue through the date of service disconnection, unless otherwise noted in the description of the service affected. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

SECTION 2 - RULES AND REGULATIONS (Continued)

2.15 - INTEREXCHANGE INTERCONNECTION FOR RESALE

2.15.1 Service(s) furnished by the Company may be connected with the services or facilities of an underlying carrier. Such service(s) or facilities, if used, are provided under the terms, rates and conditions of the underlying carrier. The Customer is responsible for all charges billed by the underlying carrier(s) for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.16 - DENIAL OR TERMINATION OF SERVICE

2.16.1 Service may be refused or terminated for any of the following reasons:

- A. Nonpayment of a bill within the period prescribed in the Company's tariff.
- B. Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved tariffs.
- C. Excessive or improper use of telecommunications services, or used in such manner
- D. as to interfere with reasonable service to other Customers.

2.16.2 The Company shall provide documentation to the prospective Customer or current Customer stating the reason(s) for denial or termination of service.

SECTION 2 - RULES AND REGULATIONS (Continued)

2.17 - DISCONNECTION AND NOTICE

2.17.1 When service to an end-user is disconnected for nonpayment of a bill for service after service has been suspended, the Company shall give at least ten (10) days written notice to the enduser of the Company's intent to discontinue service. Notice shall be mailed by the Company to the end-user's address. Notice will be deemed given to the end-user three (3) days after mailing by the Company.

2.17.2 Notices of Disconnection or Notices of Suspension shall contain the following information:

- A. The words "NOTICE OF DISCONNECTION" or "NOTICE OF SUSPENSION" or words with the same meaning, in print type larger than the print type of the notice text.
- B. Name, address, and telephone number of customer.
- C. Statement of reason for proposed disconnection or suspension of service.
- D. The date on or after which service will be disconnected or suspended unless appropriate action is taken.
- E. The telephone number of the Company where the customer may make an inquiry.
- F. Charges and procedures for reconnection or approved charges and procedures to avoid suspension.
- G. The address and telephone number of the Commission's Consumer Services Division in print size, which is smaller than the print size, used for the Company's telephone number.
- H. A statement that the end-user must contact the Company regarding the disconnection or suspension, prior to contacting the Commission's Consumer Services Division.
- I. Notice of suspension of service relating to past-due amounts shall inform the enduser that the total amount due may include charges for non-deniable and/or not regulated services, which would not cause interruption of local service. The notice must indicate a toll-free telephone number of a service center where questions can be referred and payment arrangements made.

SECTION 2 - RULES AND REGULATIONS (Continued)

2.17 - DISCONNECTION AND NOTICE, (Continued)

2.17.3 The Company shall not be required to give the written notice provided for in situations where the Company has evidence of fraudulent or illegal use of the Company's services, which if allowed to continue, would present a high risk of financial loss to the company.

2.17.4 The following additional information shall be in the notice unless said information can be obtained in the telephone directory and the notice refers the end-user to the location in the directory where the information can be obtained:

- A. A statement of how an end-user may avoid the disconnection of service or suspension of service, including a statement that the end-user must notify the Company on the day of payment as to the place and method of such payment when the bill is paid at a place other than the office of the Company.
- B. A statement that informs the end-user where payments may be made or how to obtain a listing of authorized payment agencies.

2.17.5 Notice of disconnection and/or notice of suspension shall be received via the United States mail, unless the end-user agrees with the Company to receive a bill through different means.

2.18 - REFUNDS OR CREDITS FOR INTERRUPTION OF SERVICE

2.18.1 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues.

SECTION 2 - RULES AND REGULATIONS (Continued)

2.19 - INSPECTION, TESTING AND ADJUSTMENT

2.19.1 Upon reasonable notice, the facilities/equipment provided by the Underlying Carrier or the Company shall be made available to the Underlying Carrier or the Company for tests and adjustments as may be deemed necessary by the Underlying Carrier or the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.20 - CUSTOMER SERVICE

2.20.1 The Company shall maintain a toll-free number to enable Customers to contact the Company regarding, but not limited to, inquiries related to billing, making customer trouble reports, making oral cancellation of service, etc.

SECTION 3 – TERMS AND CONDITIONS

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SECTION 3 – TERMS AND CONDITIONS, (Continued)

3.1 – GENERAL

3.1.1 Rates and timing of calls may vary by product type, time of day, day of week, call mileage, access method, terminating area, or call duration. Calls are billed individually and on a monthly basis. Usage is billed in arrears.

3.1.2 Intrastate services are offered in conjunction with interstate services.

3.2. - TIMING OF CALLS

3.2.1 Billing for calls placed over the network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- A. Call timing begins when the called party answers the call (i.e., when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- B. Chargeable time for calls ends when one of the parties disconnects from the call.
- C. Minimum call duration periods for billing purposes vary by service option.
- D. For billing purposes, usage after the initial period varies by service and is specified by service in this tariff.
- E. The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call

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SECTION 3 – TERMS AND CONDITIONS, (Continued)

3.3 - CALCULATION OF DISTANCE ("V&H") and TIME OF DAY RATE PERIODS

The usage charges used to be based on calculating several variables in a complex formula that included the airline distance between serving wire centers associated with the originating and terminating points of the call and using the vertical ("V") and horizontal ("H") coordinates found in Bellcore's V&H Tape and NECA FCC Tariff No. 4 for all mileage-sensitive products

However, the new usage charges are based on a flat rate per minute that is agreed to on an ICB basis depending on the destination and the per minute billing increment.

3.4 - HOLIDAYS AND RATES

3.4.1 The Company may designate certain holidays on which rates may be lower.

3.5 - PROMOTIONAL OFFERINGS

3.5.1 Promotional offerings are intended to be limited-duration programs that are beneficial to the targeted and/or qualified customers. Promotional offerings are not intended to replace the Company's obligation to seek approval of permanent rates and charges.

3.5.2 The Company may, during promotional periods, offer customers special rate incentives. The Company shall notify the Director of the Public Utility Division, by letter, specifying the service(s) offered, terms of the promotion, location, and dates of each promotion period.

3.5.3 Promotional offerings of services that have been determined to be competitive shall become effective on the date specified.

3.5.4 Notification of a promotional offering regarding a non-competitive service shall be provided fifteen (15) days prior to the initial offering of the campaign

SECTION 4 - COMPANY-SPECIFIC INFORMATION

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SECTION 4 - COMPANY-SPECIFIC INFORMATION, (Continued)

4.1 - COMPANY DEFINITIONS

Company or Carrier – is Barr Tell USA, Inc. unless otherwise clearly indicated by the context.

Barr Tell - Used throughout this tariff is referred to as Barr Tell USA, Inc.

4.2- COMPANY OBSERVED HOLIDAYS

4.2.1 The Company observes all Federal Holidays:

- New Year's Day (January 1)
- Birthday of Martin Luther King, Jr. (Third Monday in January)
- Inauguration Day (January 20, every 4 years following a presidential election)
- Washington's Birthday (Also known as Presidents Day; third Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth National Independence Day (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)

SECTION 5 - DESCRIPTION OF SERVICES AND RATES AND CHARGES

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SECTION 5 - DESCRIPTION OF SERVICES AND RATES AND CHARGES, (Continued)

Long Distance service is only available in conjunction with local service.

5.2 LONG DISTANCE DIRECTORY ASSISTANCE SERVICE

The charges as shown below apply for each request made to the Directory Assistance operator - Per Call:

Long Distance Directory Assistance (555-1212) \$1.50

5.3 BARR TELL BUSINESS BUNDLE LONG DISTANCE SERVICE

The Bundle Business Long Distance Service is an outbound calling plan available to Customers who subscribe to the Business Bundle Line local service offering (see Idaho Tariff No. 2). The Plan offers unlimited direct dial outbound intraLATA toll and intrastate and interstate long distance calling. Service is for voice service only. Customers using auto dialers, telemarketing applications or switching equipment are not eligible to use this rate plan.

Monthly Rate/ Per Line: \$0.00

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