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November 15, 2004
Overnight Delivery

Ms. Jean D. Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington
Statehouse
Boise, ID 83720-0074

RECEIVED
FILED

2004 NOV 16 AM 9:05

IDAHO PUBLIC
UTILITIES COMMISSION

BUL-T-04-01

RE: Application of **BullsEye Telecom, Inc.** for a Certificate of Public Convenience and Necessity to Provide Facilities-Based Local Exchange and Resale Interexchange Telecommunications Services within the State of Idaho

Dear Ms. Jewell:

Enclosed are the original and three (3) copies of replacement tariff pages to be filed with the application of BullsEye Telecom, Inc. for a Certificate of Public Convenience and Necessity to Provide Facilities-based Local Exchange and Resale Interexchange Telecommunications Services within the State of Idaho. These pages are provided pursuant to discussion with Grace Seaman of the Telecommunications Staff.

Please acknowledge receipt of this filing by returning a date-stamped copy of this letter in the return envelope provided for this purpose.

If you or your staff have any questions regarding this application, please contact me at (407) 740-8575 or via email at mbyrnes@tminc.com. Thank you for your assistance in this matter.

Sincerely,

Monique Byrnes
Consultant to BullsEye Telecom, Inc.

cc: D. Gonos - BullsEye
file: BullsEye - ID Local
BullsEye - ID Access
tms: idf0400a

IDAHO
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES
AND
INTEREXCHANGE TELECOMMUNICATIONS SERVICES
TARIFF
OF
BullsEye Telecom, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by BullsEye Telecom, Inc. with principal offices at 25900 Greenfield Road, Suite 330, Oak Park, Michigan 48237 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's principal place of business.

Issued:

Effective:

Issued by:

Scott Loney, Vice President - Marketing
25900 Greenfield Rd, Suite 330
Oak Park, MI 48237

idf0400

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, CONT'D.

4.5 Public Telephone Surcharge

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.60

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.8 Liability of the Customer**

- 2.8.1** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2** To the extent caused by the acts or omissions of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.
- 2.8.3** A Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.8.4** The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provide to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.
- 2.8.5** The included 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.

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