

VPSB TARIFF NO. 1  
COVISTA, INC.

TITLE SHEET  
ORIGINAL SHEET 1

TITLE SHEET

VERMONT TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Covista, Inc., with principal offices at 721 Broad Street, 2nd Floor, Chattanooga, Tennessee 37402. This tariff applies for services furnished within the State of Vermont. This tariff is on file with the Vermont Public Service Board ("VPSB"), and copies may be inspected, during normal business hours, at the VPSB or the company's principal place of business.

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Issued: June 15, 2001

Effective: July 30, 2001

By: A. John Leach, President  
721 Broad Street, 2nd Floor  
Chattanooga, TN 37402

VPSB TARIFF NO. 1  
COVISTA, INC.

CARRIERS & AGENTS  
ORIGINAL SHEET 2

CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS AND  
BILLING AGENTS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None
4. Billing Agents - None

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CHECK SHEET

Sheets 1 through 29 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original

\* New or Revised Sheet

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TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 11 and 12 would be sheet 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current sheet version on file with the VPSB. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine 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  
2.1.1.A.1.(a)  
2.1.1.A.1.(a).I  
2.1.1.A.1.(a).I.(i)  
2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a tariff filing is made with the VPSB, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on VPSB file.

SYMBOLS

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

- D - Delete or Discontinue
- I - Change Resulting In An  
Increase to A Customer's Bill
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting In A  
Reduction to A Customer's Bill
- T - Change in Text or Regulation  
But No Change In Rate or Charge

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Covista's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Covista to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Customer - The person, firm, corporation or other legal entity which orders the services of Covista and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or Covista - Used throughout this tariff to mean Covista, Inc., a New Jersey corporation.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

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Resp. Org. - Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

VPSB - Used throughout this tariff to mean the Vermont Public Service Board.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Covista for telecommunications throughout the State of Vermont. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the VPSB's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may examine the credit record and check the references of all applicants and Customers. The Company may examine the credit profile/record of any applicant prior to accepting the service order. The service application shall not in itself obligate the Company to provide services. 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in Vermont.

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SECTION 2 - RULES AND REGULATIONS

- 2.1.1 The services provided by Covista are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this VPSB.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by Covista and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of Covista.
- 2.1.3 The Company may discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation, the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff, all upon notice in accordance with VPSB Rules 3.300 for residential Customers or 3.400 for business Customers.

**2.2 Use of Services**

- 2.2.1 Covista's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in Section 2.2 of this tariff.
- 2.2.2 The use of Covista's services 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.

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SECTION 2 - RULES AND REGULATIONS

- 2.2.3 The use of Covista's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Covista's services are available for use 24 hours per day, seven days per week.
- 2.2.5 Covista does not transmit messages, but the services may be used for that purpose.
- 2.2.6 Covista's services may be denied for nonpayment of charges or for other violations of this tariff, with notice in accordance with VPSB Rules 3.300 for residence or 3.400 for business.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

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SECTION 2 - RULES AND REGULATIONS

**2.3 Liability of the Company**

- 2.3.1 The Company's liability for damages arising out of any failure or service shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.3.2 The Company is not liable for any act or omission of any entity, other than employees or agents of the Company, furnishing facilities or services connected with or provided in conjunction with the Company's services.

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**SECTION 2 - RULES AND REGULATIONS**

- 2.3.3 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits.
- 2.3.4 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Covista on the Customer's behalf.
- 2.4.3 If required for the provision of Covista's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Covista.

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**SECTION 2 - RULES AND REGULATIONS**

- 2.4.4 The Customer shall ensure that the services and/or system is properly interfaced with Covista's facilities or services, that the signals emitted into Covista's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage services, injure personnel, or degrade service to other Customers.
- 2.4.5 The Customer must pay Covista for replacement or repair of damage to the service or facilities of Covista caused by negligence or willful act of the Customer, by improper use of the services, or by use of service provided by Customer.
- 2.4.6 The Customer must pay for the loss through theft of any Covista service connected at Customer's premises.
- 2.4.7 If Covista connects services at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

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**SECTION 2 - RULES AND REGULATIONS**

2.4.8 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

**2.5 Cancellation or Interruption of Services**

2.5.1 Without incurring liability, upon written notice to Customers and in accordance with VPSB Rules 3.300 or 3.400, Covista may discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due Covista for more than thirty (30) days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Covista's services, or

2.5.1.D By reason of any order or decision of a court, the VPSB or federal regulatory body or other governing authority prohibiting Covista from furnishing its services.

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**SECTION 2 - RULES AND REGULATIONS**

- 2.5.2 Without incurring liability, Covista may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Covista's service and facilities and may continue such interruption until any items of noncompliance or improper service operation so identified are rectified.
- 2.5.3 Service may be discontinued by Covista with written notice to the Customer pursuant to VPSB Rules 3.300 or 3.400, by blocking traffic to certain locations or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Covista deems it necessary to take such action to prevent unlawful use of its service. Covista will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 Service may be terminated by the Company with written notice to the Customer pursuant to VPSB Rules 3.300 or 3.400. The Customer may terminate service at any time upon thirty (30) days written notice for the Company's standard month to month service. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service.

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SECTION 2 - RULES AND REGULATIONS

2.6 Credit Allowance

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.3 herein. It shall be the obligation of the Customer to notify the Company of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.

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**SECTION 2 - RULES AND REGULATIONS**

2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours

"B" - monthly charge for affected activity

**2.7 Restoration of Service**

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission on file with the VPSB.

**2.8 Deposit**

The Company does not require deposits to commence service.

SECTION 2 - RULES AND REGULATIONS

2.9 Payment and Billing

- 2.9.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. A late payment fee of 1.5% will accrue upon any unpaid amount commencing 30 days after rendition of bills.
- 2.9.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or services, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance.
- 2.9.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing. No credits, refunds, or adjustments shall be granted if request is not received by the Company in writing.

**SECTION 2 - RULES AND REGULATIONS**

**2.10 Collection Costs**

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated services or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

**2.11 Taxes**

All federal, state and local taxes, assessments, surcharges, or fees, including the Vermont Universal Service Fund Surcharge, sales taxes, use taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

**2.12 Late Charge**

A late fee of 1.5% monthly will be charged on any past due balances.

**2.13 Returned Check Charge**

A fee of \$40.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

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SECTION 2 - RULES AND REGULATIONS

**2.14 Computation of Charges**

- 2.14.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in six second increments with a thirty second minimum per call. All calls are rounded up to the next whole increment.

**SECTION 2 - RULES AND REGULATIONS**

**2.14 Computation of Charges Cont'd**

2.14.2 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. Covista will not bill for uncompleted calls.

**2.15 Customer Complaints and/or Billing Disputes**

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

721 Broad Street, 2nd Floor  
Chattanooga, Tennessee 37402  
(800) 805-1000

The Company will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached via the following 800 telephone number: 1-888-322-7797.

In the event of a dispute concerning an invoice, the Customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion promptly. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling occurs, due to either customer or Company error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled, unless the VPSB or a court of law orders otherwise.

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**SECTION 2 - RULES AND REGULATIONS**

**2.16 Customer Complaints and/or Billing Disputes Cont'd**  
Disputes - Consumer Affairs

Any unresolved disputes may be directed to the attention of the Vermont Department of Public Service, Consumer Affairs and Public Information Division, 112 State Street, Drawer 20, Montpelier, Vermont 05620-2601 or by calling 1-800-622-4496 if calling from Vermont, or by calling (802)-828-2332. TTY/TDD users may call 1-800-734-8390.

If a Customer accumulates more than One Hundred Dollars (\$100.00) of undisputed delinquent Covista 800 Service charges, the Covista Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

**2.17 Level of Service**

A Customer can expect end to end network availability of not less than 99% at all times for all services.

**2.18 Billing Entity Conditions**

When billing functions on behalf of Covista are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. Covista's name and toll-free telephone number will appear on the Customer's bill.

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**SECTION 3 - DESCRIPTION OF SERVICE**

**3.1 Service Offerings**

3.1.1 1+ and 101XXXX Dialing

The customer utilizes this service by dialing "101XXXX" followed by "1 + ten digits" or "1 + ten digits".

3.1.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.1.3 800 Service (Toll-Free)

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

**SECTION 3 - DESCRIPTION OF SERVICE**  
**3.1 Service Offerings Cont'd**

3.1.4 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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**SECTION 3 - DESCRIPTION OF SERVICE**

3.1.5 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract after VPSB approval. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

3.1.6 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.1.7 Vermont Universal Service Fund

All residence and business Customers are subject to a Vermont Universal Service Fund surcharge. The surcharge is determined by applying it on most services contained in this tariff. Those services not subject to the surcharge are noted throughout the tariff.

SECTION 4 - RATES

4.1 101XXXX and 1+ Dialing

\$0.199 per minute

4.2 Travel Cards

\$0.25 per minute

4.3 Toll Free

\$0.204 per minute

A monthly service charge of \$20 will apply per number.

4.4 Directory Assistance

\$.65

**4.5 Returned Check Charge**

\$40.00

**4.6 Rate Periods**

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

\* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

**4.7 Payphone Dial Around Surcharge**

A dial around surcharge of \$.35 per call will be added to any completed INTRAsTate toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

SECTION 5 - PROMOTIONAL OFFERINGS

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will file a tariff of such offerings as required by VPSB rules and regulations.

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