Covista, Inc.

ADOPTION NOTICE

The undersigned **Covista, Inc.** of Little Falls, New Jersey hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed and posted by it, all tariffs and supplements containing rates, rules and regulations for furnishing of Interexchange Telecommunications Services within the Commonwealth of Kentucky, filed with the Public Service Commission of Kentucky by **TotalTel, Inc.** of Little Falls, New Jersey and in effect on the 14 day of March, 2000, the date on which the public service business of the said **TotalTel, Inc.** was taken over by it.

This notice is issued on the 14 day of March, 2000, in conformity with 807 KAR 5:011, Section 11, of the Regulations for the filing of Tariffs of Public Utilities with the Public Service Commission of Kentucky.

Covista, Inc.

By: _____
A. John Leach, Jr.
President & CEO

Authorized by K.P.S.C. Order No. _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 16 2000

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: _____
SECRETARY OF THE COMMISSION

TITLE SHEET

KENTUCKY TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for intrastate interexchange telecommunications provided by Covista, Inc. ("Covista"), with principal offices at the Overlook at Great Notch, 150 Clove Road, 8th Floor, Little Falls, New Jersey, 07424. This tariff applies for services furnished throughout the Commonwealth of Kentucky. This tariff is on file with the Commonwealth of Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

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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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ISSUED November 15, 2000 EFFECTIVE November 16, 2000
ISSUED BY A. John Leach, Jr., President & CEO

CHECK SHEET

Sheets 1 through 25 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.

SHEET	REVISION
1	Original
2	Original
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4	Original
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* 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 Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect. 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
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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 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 Commission file.

SYMBOLS

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

(C) to signify change in regulation
(D) to signify a deletion
(I) to signify a rate increase
(L) to signify material relocated in the tariff
(N) to signify a new rate or regulation
(R) to signify a rate reduction
(T) to signify a change in text, but no change in rate or regulation

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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.

Commission - Used throughout this tariff to mean the Commonwealth of Kentucky Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public and subject to the jurisdiction of the Commission.

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

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

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall 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.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the long distance charges due for a completed call.

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 provides the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Covista

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Covista for telecommunications between points within the Commonwealth of Kentucky and communications may originate and terminate in any area within the Commonwealth of Kentucky. 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 Commission's rules. The Company service 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 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 Kentucky.

2.1.1 Covista may, from time to time, offer various enhanced services and information services within the Commonwealth of Kentucky. Such services will be provided pursuant to contract and will not be governed by this tariff. Covista will furnish the Commission with a copy of such offering at least thirty (30) days prior to such implementation.

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2.1.2 Covista may also, from time to time, offer switching and transmission services to other telecommunications providers for resale to such companies' Customers. The rates for any such services will be determined pursuant to contract, to the extent authorized by the Commission, and this tariff shall not apply thereto.

2.1.3 The resale services of Covista are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but do 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 Commission.

2.1.4 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.

2.1.5 Service furnished by the Company may be interconnected with services or facilities of other authorized carriers and with private systems, subject to the technical limitations established by the carrier. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other carriers shall be provided at the Customer's expense.

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2.1.6 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications systems with the Company's facilities. The customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for

such interconnection.

2.1.7 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, including, without limitation, the revision, alteration of repricing of the underlying carrier's tariffed offerings; or for customer non-payment of charges; or when the customer use of a service becomes or is in violation of the law or the provisions of this tariff.

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.

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.

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 twenty-four hours per day, seven days per week.

2.2.5 Covista does not transmit messages, but the services may be used for that purpose.

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2.2.6 Covista's services may be denied for nonpayment of charges with notice pursuant to Commission rules or for other violations of this tariff.

2.3 Liability of Covista

2.3.1 The Company shall not be liable for claim or loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond it control.

2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim or loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

2.3.4 The Company's liability, due to any failure of transmission shall not exceed an amount equal to the charges provided for under this tariff for the long distance call, including any applicable surcharges.

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2.3.5 Covista shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of

any customer or any other entity or any other property whether owned or controlled by the Customer or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Customer, or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by Covista which is not the direct result of Covista's negligence.

2.3.6 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, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service, except as specified in Section 2.3.4 herein.

2.4 Responsibilities of the Customer

2.4.1 The Customer is responsible for payment of all of the charges and for compliance with the regulations set forth in this tariff.

2.4.2 The Customer is responsible for placing any necessary orders and complying with tariff regulations.

2.4.3 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 behalf of the Customer.

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2.4.4 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.

2.4.5 The customer is responsible for arranging access to its premises at times mutually agreeable to Covista when required for Covista personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Covista's services.

2.4.6 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of Covista's equipment to be maintained within the range normally provided for the operation of microcomputers.

2.4.7 The Customer shall ensure that the equipment 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 Customer and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Covista equipment, personnel or the quality of service to other Customers, Covista may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Covista may, upon written notice, terminate the Customer's service.

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2.4.8 The Customer must pay Covista for replacement or repair of damage to the equipment or facilities of Covista caused by negligence or willful act of the Customers or others, by improper use of the services, or by use of equipment provided by Customer or others.

2.4.9 The Customer must pay for the loss through theft of any Covista equipment installed at Customer's premises.

2.4.10 If Covista installs equipment at Customer's premises, the Customer shall be responsible for payment of an installation charge as stated in this tariff.

2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, the Company may, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, Covista may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1 A For non-payment of any regulated sum due Covista for more than twenty-five (25) days after rendering 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

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

2.5.2 The Customer may terminate service upon thirty (30) days written notice for long term agreements and at any time for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.5.3 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's and Covista's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5.4 Service may be discontinued by Covista with 24 hour notice to the Customer pursuant to Commission rules, by blocking traffic to certain countries, cities 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.

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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 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately 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 his 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.

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

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2.6.7 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 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 administered by the Underlying Carrier in accordance with the priority system specified in part 64, Subpart D of the FCC Rules and Regulations.

2.8 Deposits

The Company does not require a deposit as a requirement to begin service, but reserves the right to require a deposit not to exceed two (2) months's estimated usage, or if known, two (2) month's historical charges for service based upon the average usage for the prior 12 months, whenever the financial circumstances of the Customer so warrant. The Company shall issue a receipt for any required deposit and the deposit shall accrue interest pursuant to Commission rules and regulations. The Company may refund any deposits after one year of consistent timely payments by the Customer. The full amount of the deposit shall be applied to any charges unpaid after twenty-five (25) days from the invoice date.

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2.9 **Advance Payments**

The Company does not require advance payments as a requirement to begin service, but reserves the right to require an advance payment not to exceed two (2) months's estimated charges, whenever the financial circumstances of the Customer so warrant. Any such required advance payment will be applied against the next month's charges, and if necessary in the sole discretion of the Company, a new advance payment will be collected for the following month.

2.10 **Collection Costs**

The Customers shall be liable to the Company for all costs of collection.

2.11 **Taxes**

All federal, state and local taxes (e.g., excise tax, gross receipts tax, sales tax, municipal utilities tax) are billed as separate line items and are not included in the quoted rates.

2.12 **Payment and Billing**

Service is provided and billed on a monthly (30 day) basis. Usage charges are billed in arrears, and recurring fixed charges, if any, are billed monthly in advance. Bills are payable and due upon receipt. The minimum service period is thirty (30) days.

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2.13 **Late Charge**

A late fee of 1 5% monthly will be charged on any balances due for more than twenty-five (25) days.

2.14 **Returned Check Charge**

A fee of twenty dollars ($20.00) will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.15 **Reconnection Charge**

A reconnection fee of twenty-five dollars ($25.00) per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

3.1.1 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 a variable measured charge dependent on the duration and time of day 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 partial increments are rounded up to the next whole increment.

3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be applied per industry standards.

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3.1.3 Timing of each call begins as specified below in Section 3.1.4, and ends when the calling party hangs up, where answer supervision is available.

3.1.4 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. Covista will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

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

150 Clove Road, 8th Floor
Little Falls, NJ 07424
(973) 812-1100
(800) 805-1000

Any objection to billed charges should be reported promptly to Covista. 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.

If notice of a dispute as to charges is not received in writing by the Company, within thirty (30) days after an invoice is rendered, such invoice shall be deemed to correct and binding upon the customer. Accounts not paid within twenty-five (25) days from the rendering of an invoice will be considered delinquent.

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.

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3.3 Billing Entity Conditions

When billing functions on behalf of Covista or its intermediary are performed by Kentucky local exchange telephone companies, 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.

3.4 **Service Offerings**

3.4.1 1+ Dialing

The Customer utilizes "1+" dialing, or "10XXX" dialing followed by "1 + ten digits" for interLATA calls, or dials "10XXX" followed by "1 + 7 digits" or "1 + 10 digits" for intraLATA calls.

3.4.2 Travel Cards.

The Customer utilizes an 11 digit "800" access number established by Covista to access a terminal. Upon receiving a second dialtone, the Customer uses push button dialing to enter an identification code assigned by the Company, followed by the ten digit number of the called party.

3.4.3 800 Service (Toll free).

This service is a direct access, incoming only, usage sensitive WATS offering requiring a dedicated access line for use. This is a service whereby a Customer can be billed at reduced rates for calls to his premises.

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3.4.4 WATS Service.

This service is a direct access mileage, usage sensitive WATS offering requiring a dedicated access line for the Customer to use this service. This is an outbound service only; no incoming calls will terminate over the dedicated lines used for this service.

3.4.5 Local Calls and Directory Assistance.

Local calls will not be accepted or completed. Covista does not provide local 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. A flat charge of $0.60 applies for each connected call to directory assistance.

3.4.6 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 and shall not be included in this tariff. Service offered under this provision will be provided to Customers pursuant to contract. 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

3.4.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to the Company, but are completed through the local network.

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SECTION 4 - RATES

4.1 Rates

Rates shown are applicable to intrastate long distance calling between all points within the Commonwealth of Kentucky.

4.1 1 + Dialing

Covista will charge a flat rate per minute of $.109 with no time of day discounts and without regard to mileage.

4.2 Travel Cards

Covista will charge a flat rate per minute of $.25 with no time of day discounts and without regard to mileage. A per call charge of $.35 will apply for calls originated from a pay phone.

4.3 800 Service

$ .114 per minute (No time-of-day discounts apply)
A monthly service charge of $20 will apply per number.

4.4 WATS Service

$ .20 per minute (No time-of-day discounts apply)

4.5 Returned Check Charge

$20.00

4.6 Reconnection Charge

$25.00 per occurrence

4.7 Directory Assistance

$.65 per call

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4.8 Bill Format

All invoices will set forth the following information on the first page: Customer name, customer number, invoice number, invoice date, toll-free customer assistance number, address, and an account summary of the call detail information on subsequent pages.

All completed calls will be detailed and include the following information: Date of call, time of call, time rate (day, evening, night), destination (city and state), destination number, number of minutes (in 10 second increments), and cost of each call.

The Company also offers other information such as account codes and summaries, and call breakdown summary based on area code or time of day.

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ISSUED November 15, 2000 EFFECTIVE November 16, 2000
ISSUED BY A. John Leach, Jr., President & CEO