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June 20, 1997

Via Facsimile and Overnight Delivery

Ms. Blanco Bayo
Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0864

Re: America One Communications, Inc. -- Docket No. 97087-TI

Dear Ms. Bayo:

Pursuant to the request of Jim Strong of the Commission staff, enclosed for filing please an original and 12 copies of America One Communications, Inc.'s ("America One") revised initial tariff. Please date-stamp the duplicate upon receipt and return it in the self-addressed stamped envelope provided.

Please do not hesitate to contact me if you have any questions.

Respectfully submitted,
Andrea D. Pruitt
Andrea D. Pruitt
Counsel for America One Communications, Inc.

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06279 JUN 23 97
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America One Communications, Inc.

Florida P.S.C Tariff No. 1
Original Sheet No. 1

INTRASTATE TELECOMMUNICATIONS SERVICES TARIFF

This Tariff contains the Rules and regulations applicable to the Intrastate Telecommunications Services provided by America One Communications, Inc. between points within the State of Florida as authorized by the Florida Public Service Commission. This Tariff is on file with the Florida Public Service Commission and may be inspected during regular business hours. Copies also may be inspected during regular business hours at America One Communications, Inc.'s principal place of business, 2650 Park Tower Drive, Suite 300, Vienna, Virginia 22180.

Issued: January 21, 1996

Effective:

Issued by:

Marc S. Martin
America One Communications, Inc.
2650 Park Tower Drive, Suite 300
Vienna, Virginia 22180

DOCUMENT NUMBER-DATE

06279 JUN 23 96

America One Communications, Inc.

Florida P.S.C Tariff No. 1
Original Sheet No. 2

TABLE OF CONTENTS

	Page
TABLE OF CONTENTS	2
CHECK SHEET	4
CONCURRING CARRIERS, CONNECTING CARRIERS, OTHER PARTICIPATING CARRIERS	5
APPLICABILITY	6
EXPLANATION OF SYMBOLS	7
TARIFF FORMAT	8
1. TECHNICAL TERMS AND ABBREVIATIONS	9
2. RULES AND REGULATIONS	11
Undertaking of the Company	11
Limitations	11
Use	12
Liabilities of the Company	12
Refusal or Discontinuance by Company	13
Interruption of Service	14
Billing Entity Conditions	15
Directory Assistance	15
Operation of Telecommunications Relay Service	16

Issued: January 21, 1996

Effective:

Issued by:

Marc S. Martin
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Florida P.S.C Tariff No. 1
Original Sheet No. 3

TABLE OF CONTENTS (Cont'd)

	<u>Page</u>
3. DESCRIPTION OF SERVICE	17
Timing of Calls	17
Distance Sensitivity	17
Calculation of Distance	17
Usage Charges	18
Rate Periods	18
Holiday Rates	18
Call Rating	19
Billing Increments	19
Promotional Offerings	19
Intrastate Interexchange Telecommunications Service	20
Toll Free Services	20
Prepaid Calling Service	21
4. RATES	22
Intrastate Interexchange Telecommunications Service	23
Toll Free Services	23
Prepaid Calling Card Services	23
Discounts for Hearing Impaired	23
Directory Assistance Charges for Handicapped Persons	23

Issued: January 21, 1996

Effective:

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Florida P.S.C Tariff No. 1
Original Sheet No. 4

CHECK SHEET

Sheets 1-23 inclusive of this Tariff are effective as of the date shown. Original and revised sheets, named below, comprise all changes from the original Tariff in effect on the date indicated.

<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*

* Signifies New or Revised Sheets

Issued: January 21, 1996

Effective:

Issued by:

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America One Communications, Inc.

Florida P.S.C Tariff No. 1
Original Sheet No. 5

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

Issued: January 21, 1996

Effective:

Issued by:

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America One Communications, Inc.

Florida P.S.C Tariff No. 1
Original Sheet No. 6

APPLICABILITY

This Tariff contains the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications services within the State of Florida by America One Communications, Inc. (hereinafter "the Company").

Issued: January 21, 1996

Effective:

Issued by:

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EXPLANATION OF SYMBOLS

- (D) Delete or discontinue
- (I) Change resulting in an increase to a customer's bill
- (M) Moved from another tariff location
- (N) New
- (R) To signify reduction
- (T) To signify a change in text but no change in rate or regulation

Issued: January 21, 1996

Effective:

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Tariff FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets occasionally are added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added to the sheet number. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff sheet 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).1.
 - 2.1.1.A.1.(a).1.(i).
 - 2.1.1.A.1.(a).1.3(i).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 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 on the check sheet by an asterisk(*). There will be no other symbols used on the check sheet if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

Issued: January 21, 1996

Effective:

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America One Communications, Inc.

Florida P.S.C Tariff No. 1
Original Sheet No. 9

I. TECHNICAL TERMS AND ABBREVIATIONS

Call:

A completed connection between the Calling and the Called Station.

Calling Station:

The telephone number from which a Call originates.

Called Station:

The telephone number called.

Commission:

Florida Public Service Commission ("FPSC").

Company:

America One Communications, Inc.

Issued: January 21, 1996

Effective:

Issued by:

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America One Communications, Inc.

Florida P.S.C Tariff No. 1
Original Sheet No. 10

1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Customer:

A person, firm, corporation, partnership or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this Tariff.

Incomplete Call:

Any call where voice transmission between the calling and the called station is not established.

Service:

Service means any or all Service(s) provided pursuant to this Tariff.

Tariff:

The current intrastate telecommunications services Tariff and effective revisions thereto filed by the Company with the Commission.

Issued: January 21, 1996

Effective:

Issued by:

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America One Communications, Inc.

Florida P.S.C Tariff No. 1
Original Sheet No. 11

2. RULES AND REGULATIONS

2.1. Undertaking of the Company

2.1.1. The Company's Services and facilities are furnished to Customers for communications between points within the State of Florida under the terms of this Tariff. The Company's Services and facilities are available twenty-four hours per day, seven days per week.

2.2. Limitations

2.2.1. Service is offered subject to the availability of the necessary facilities and equipment.

2.2.2. Service is provided in accordance with the rates, terms and conditions set forth in this Tariff.

2.2.3. 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 the law.

2.2.4. 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.

2.2.5. The Company reserves the right to discontinue Service, limit Service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by the Company.

Issued: January 21, 1996

Effective:

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2. RULES AND REGULATIONS (Cont'd)

2.3. Use

- 2.3.1. Services provided under this Tariff may be used for any lawful purpose for which the Service is technically suited.

2.4. Liabilities of the Company

- 2.4.1. Except as provided otherwise in this Tariff, the Company shall not be liable to the Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays or preemption of existing services to restore Service in compliance with the FCC's Rules and Regulations.
- 2.4.2. The Company is not liable to Customers for interruptions in Service except as set forth in Section 2.6 of this Tariff.
- 2.4.3. With respect to any claim or suit, the Company's liability, if any, shall not exceed an amount equal to the charge applicable under this Tariff to the period during which Services were affected.
- 2.4.4. All or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.4.5. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

Issued: January 21, 1996

Effective:

Issued by:

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America One Communications, Inc.

Florida P.S.C Tariff No. 1
Original Sheet No. 13

2. RULES AND REGULATIONS (Cont'd)

2.4. Liabilities of the Company (Cont'd)

2.4.6. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.5. Refusal or Discontinuance by Company

2.5.1. The Company may refuse or discontinue Service for non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation. Service may also be discontinued or refused for the following conditions:

- 2.5.1.A. For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations.
- 2.5.1.B. Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's Service to others.
- 2.5.1.C. Without notice in the event of tampering with the equipment furnished and owned by the Company.

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2. RULES AND REGULATIONS (Cont'd)

2.6. Interruption of Service

- 2.6.1. Credit allowances for interruptions of Service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 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 by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer.
- 2.6.2. A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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America One Communications, Inc.

Florida P.S.C Tariff No. 1
Original Sheet No. 15

SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.6 Interruptions of Service (Cont'd)

2.6.2 (Cont'd)

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

2.7. Billing Entity Conditions

2.7.1. When billing functions on behalf of the Company are performed by the local exchange telephone company, or others, the payment conditions and regulations of such company apply, including any applicable taxes, interest and/or late payment charge conditions.

2.8. Directory Assistance

2.8.1. The Company does not provide directory assistance.

Issued: January 21, 1996

Effective:

Issued by:

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America One Communications, Inc.

Florida P.S.C Tariff No. 1
Original Sheet No. 16

SECTION 2. TERMS AND CONDITIONS (Cont'd)

2.9. Operation of Telecommunications Relay Service

- 2.9.1. Intrastate toll calls received from the relay service will be discounted by 50 percent of the applicable rate for a voice nonrelay call except where that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

Issued: January 21, 1996

Effective:

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Florida P.S.C Tariff No. 1
Original Sheet No. 17

3. DESCRIPTION OF SERVICE

3.1. Timing of Calls

3.1.1. Billing for calls placed over the Company's underlying carrier's network is based on the duration of the call. Timing begins when the Called Station is answered (i.e., when two-way communication is possible), as determined by standard industry methods generally in use for ascertaining answers, including answer supervision hardware by which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Timing ends when either party hangs up. The Company shall not charge for incompleting calls.

3.2. Distance Sensitivity

3.2.1. The Company's charges are based on the airline distance between Rate Centers located within the State.

3.3. Calculation of Distance

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

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

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Florida P.S.C Tariff No. 1
Original Sheet No. 18

3. DESCRIPTION OF SERVICE (Cont'd)

3.4. Usage Charges

FORMULA:

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

3.4.1. Each Customer is charged individually for each call placed through the Company. Rates, may vary by mileage band, time of day, day of week, call duration and by product or service type.

3.5. Rate Periods

3.5.1. Day, Evening and Night/Weekend rate periods apply to "1+" and Casual Calling Service. The rates apply for all days of the week including holidays. The Day rate period is 8:00 AM to, but not including, 5:00 PM Monday through Friday. The Evening rate period is 5:00 PM to, but not including, 11:00 PM Monday through Friday and 5:00 PM to, but not including, 11:00 PM Sunday. The Night/Weekend rate period is 11:00 PM, but not including, 8:00 AM Monday through Sunday, all day Saturday, and from 8:00 AM to, but not including, 5:00 PM Sunday.

3.6. Holiday Rates

3.6.1. New Years Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25), the Evening rates apply from 8:00 AM to 5:00 PM in lieu of regular rates, if the holiday falls on a weekday.

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Florida P.S.C Tariff No. 1
Original Sheet No. 19

3. DESCRIPTION OF SERVICE (Cont'd)

3.7. Call Rating

3.7.1. For each call, the computer takes the rate as reflected on the rate schedule and multiplies times the number of minutes. All numbers will round up to the next whole cent.

Examples: .1450 = .15
 .1429 = .15

3.8. Billing Increments

3.8.1. Calls are measured in initial one minute increments and additional increment periods of one minute. All calls are rounded up to the next full minute.

3.9. Promotional Offerings

3.9.1. For promotional purposes, market research or similar corporate purposes, the Company may from time to time provide promotional offerings subject to the conditions set forth in this Section. These promotions will approved by the FPSC with specific starting and ending dates and under no circumstances run for longer than ninety (90) days in any twelve (12) month period.

3.9.2. The charges for promotional offerings will not exceed those set forth in this Tariff for the same services.

3.9.3. Promotional offerings will be available only for the limited time specified by the Company.

Issued: January 21, 1996

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Florida P.S.C Tariff No. 1
Original Sheet No. 20

3. DESCRIPTION OF SERVICE (Cont'd)

3.10. Intrastate Interexchange Telecommunications Service

3.10.1. Description

The Company's Intrastate Interexchange Telecommunications Service may be used for calls between points in the State of Florida. Customers access the Company's Service by dialing a 10XXX or 101XXXX access code.

3.11. Toll Free Services

3.11.1. Description

Toll free service is an inbound-only service which allows callers located in the State to place toll free calls to Customers by dialing an assigned telephone number with an 800 or 888 area code. Calls may be terminated either to the Customer's local exchange telephone service or dedicated access line.

Issued: January 21, 1996

Effective:

Issued by:

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Florida P.S.C Tariff No. 1
Original Sheet No. 21

3. DESCRIPTION OF SERVICE

3.12. Prepaid Calling Card Service

3.12.1. Description

Prepaid Calling Card Service is a prepaid long distance calling card service under which users purchase calling cards in predetermined amounts for long distance usage. Prepaid calling cards may be obtained from the Company or authorized agents in various denominations. Prepaid calling cards are nonrefundable and will expire on the date specified on the card, or on the package in which the card is included. Usage is measured in one minute increments. All charges are independent of mileage, time of day and day of week.

Issued: January 21, 1996

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Florida P.S.C Tariff No. 1
Original Sheet No. 22

4. RATES

4.1. Intrastate Interexchange Telecommunications Services

4.1.1. Rates

State	Miles	Day		Evening		Night	
		First minute	Each Add'l minute	First minute	Each Add'l minute	First minute	Each Add'l minute
	0-10	0.1900	0.1900	0.1425	0.1425	0.1140	0.1140
	11-22	0.2090	0.2090	0.1615	0.1615	0.1235	0.1235
	23-55	0.2375	0.2375	0.1805	0.1805	0.1330	0.1330
	56-124	0.2565	0.2565	0.1805	0.1805	0.1425	0.1425
	125-292	0.2660	0.2660	0.1805	0.1805	0.1520	0.1520
	292-430	0.2660	0.2660	0.1900	0.1900	0.1520	0.1520
	431 +	0.2660	0.2660	0.1995	0.1995	0.1520	0.1520

Issued: January 21, 1996

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Florida P.S.C Tariff No. 1
Original Sheet No. 23

4. RATES (Cont'd)

4.2. Toll Free Services

4.2.1. Rates

Per Minute: \$0.2500
Recurring Monthly Charge: \$5.00 per toll free number

4.3. Prepaid Calling Card Service

4.3.1. Rates

Per Minute: \$0.35

4.4. Discounts for Hearing Impaired Customers

4.4.1. Intrastate toll message rates for TDD users, which is communicated using a telecommunications device for the deaf ("TDD") by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

4.5. Directory Assistance Charges for Handicapped Persons

4.5.1 Pursuant to Florida Public Service Commission Rules and Regulations, the Company will not charge for the first 50 directory assistance calls made each month by a handicapped person.

Issued: January 21, 1996

Effective:

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