



September 7, 2011
Via Electronic Filing

Ms. Elizabeth McCauley, Commission Secretary
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215-3793

**RE: AMI Telecommunications, Inc. Case No. 11-4914-TP-ATA
Tariff Docket No. 90-6221-TP-TRF
Detariffing of P.U.C.O. Tariff No. 2 in Case No. 10-1010-TP-ORD**

Dear Ms. Jenkins:

Enclosed for filing please find the Telecommunications Retail Service Offering Form for Non-BLES Carriers and the Telecommunications Application Form for Detariffing and Related Actions per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD filed on behalf of AMI Telecommunications, Inc.

The Company respectfully requests an effective date of September 16, 2011.

Any questions regarding this filing may be directed to my attention at (407) 740-3002 or via email to cwrightman@tminc.com.

Sincerely,

/s/Connie M. Wightman
Connie M. Wightman, Consultant

CW/lw

cc: Mary Haberek, AMI Communications, Inc.
file: AMI - OH
tms: OH1101

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM
For Non-BLES Carriers
Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD
(Effective: 01/20/2011)

Company Name AMI Communications, Inc.

Company Address 300 Cardinal Drive, Suite 280, St. Charles, IL 60175

Company Web Address www.ami.net

Regulatory Contact Person Connie Wightman Phone (407) 740-3002 Fax (407) 740-0613

Regulatory Contact Person's Email Address cwrightman@tminc.com

Contact Person for Annual Report Mary Haberek Phone (630) 389-9000 Fax (630) 389-0200

Consumer Contact Information Mary Haberek Phone (630) 389-9000 Fax (630) 389-0200

TRF Docket No. 90-6221-TP-TRF

I. Company Type (Check all applicable):

☐ Non-BLES CLEC ☒ IXC ☐ Other (explain) _____

II. Services offered (Check all applicable):

☒ Toll services (intrastate)

☐ Local Exchange Service (i.e., residential or business bundles)

☐ Other (explain) _____

III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):

☐ Toll Presubscription

☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*

☐ N-1-1 Service

☐ Pole Attachment and Conduit Occupancy

☐ Pay Telephone Access Lines

☐ Inmate Operator Service

☐ Telephone Relay Service

*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

Part IV. – Attestation

Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.

I am an officer/agent of the carrier/telephone company, Mary Haberek, and am authorized to make statements on its behalf.

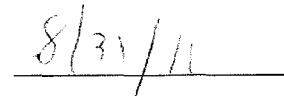
I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.



Mary Haberek, Vice President

AMI Communications, Inc.



(Date)

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for
DETARIFFING AND RELATED ACTIONS

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD
(Effective: 01/20/2011 through 05/20/2011)

In the Matter of the Application of)
AMI Communications, Inc.)
to Detariff Services and make other changes related to the)
Implementation of Case No. 10-1010-TP-ORD)

TRF Docket No. 90-6221-TP-TRF
Case No. 11-4914-TP-ATA

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) AMI Communications, Inc.
DBA(s) of Registrant(s) N/A
Address of Registrant(s): 300 Cardinal Drive, Suite 280, St. Charles, IL 60175
Company Web Address: www.ami.net
Regulatory Contact Person(s) Connie Wightman, Technologies Management, Inc. Phone (407) 740-3002 Fax (407) 740-0613
Regulatory Contact Person's Email Address: cwightman@tminc.com
Contact Person for Annual Report: Mary Haberek, Vice President Phone (630) 389-9000
Address (if different from above): 300 Cardinal Drive, Suite 280, St. Charles 60175
Consumer Contact Information: Mary Haberek, Vice President Phone (630) 389-9000
Address (if different from above): Save as Above

Part I – Tariffs

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Part II – Exhibits

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
<input checked="" type="checkbox"/>	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Part III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules

I am an officer/agent of the applicant corporation, **Connie Wightman, Consultant to AMI Communications, Inc.**, and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) September 7, 2011 at (Location) **Maitland, FL 32751**

September 7, 2011

/s/Connie Wightman

Connie Wightman, Consultant to AMI Communications, Inc.

(Date)

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, Connie Wightman, Consultant to AMI Communications, Inc.

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

/s/Connie Wightman

Connie Wightman, Consultant to AMI Communications, Inc.

September 7, 2011

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

EXHIBIT A

Existing Affected Tariff Pages

Replaces AMI Communications, Inc. PUCO Tariff No. 1 in its entirety due to detariffing.

Original Title Page

PUCO 2

AMI COMMUNICATIONS, INC.

Certificate No. 90-6221 -TP-TRF

RESALE TELECOMMUNICATIONS SERVICES

This Tariff describes the Company's Regulated Service Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901"1-06-05(g)).

The Customer may view the Price List of Detariffed / Nonregulated Services not included in this tariff on the Company's website at: www.ami.net

Issued: June 10, 2008

By:

Robert Buchta, President
1892 E. Fabyan Parkway
Batavia, Illinois 60510

Effective: June 11, 2008

Case No.

OH0801

CHECK SHEET

This tariff contains the pages listed below, inclusive, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

PAGE	REVISION		PAGE	REVISION	
1	Original	*	22	Original	*
2	Original	*	23	Original	*
3	Original	*	24	Original	*
4	Original	*	25	Original	*
5	Original	*	26	Original	*
6	Original	*	27	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	*			

**Indicates Tariff Pages Included with This Filing.*

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1892 E. Fabyan Parkway

Case No. Batavia, Illinois 60510

OH0801

TABLE OF CONTENTS

Title Sheet 1

Check Sheet..... 2

Table of Contents 3

Symbols 4

Tariff Format..... 5

Section 1.0 - Technical Terms and Abbreviations..... 6

Section 2.0 - Rules and Regulations 10

Section 3.0 - Description of Service and Rates..... 24

Section 4.0 - Promotions 27

SYMBOLS

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

(C) - Changed Regulation

(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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OH0801

TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. 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 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the PUCO. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the PUCO follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet 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 PUCO, 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 pages 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). 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 PUCO.

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OH0801

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS**1.1 Abbreviations**

The following abbreviations are used herein only for the purposes indicated below:

C.O.	-	Central Office
Corp.	-	Corporation
EAEA	-	Equal Access Exchange Area
FCC	-	Federal Communications Commission
IXC	-	Interexchange Carrier
LATA	-	Local Access and Transport Area
LEC	-	Local Exchange Carrier
MTS	-	Message Telecommunications Service
PBX	-	Private Branch Exchange
PUCO	-	Public Utilities Commission of Ohio

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By: Robert Buchta, President
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Case No. Batavia, Illinois 60510

OH0801

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)**1.2 Definitions**

Access - Access to the Company's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Access Line - An arrangement which connects the Customer's location to Company's designated point of presence or network switching center.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer to communicate utilizing the Company's services. An authorized user also may be a consumer as defined herein.

Calling Card - A billing convenience whereby the charges for a call may be billed to an approved telephone company-issued calling card or valid commercial credit card where accepted. The terms and conditions of the local telephone company will apply to payment arrangements.

Casual Calling - A service whereby the Customer accesses the Company's service by dialing a Company-provided access code prior to placing the call, such as 101XXXX + 1 + area code + destination number.

Collect Calling - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission - The Public Utilities Commission of Ohio.

Company - Used throughout this tariff to refer to AMI Communications, Inc. unless otherwise clearly indicated by the context.

Consumer - A person who is not a Customer initiating any telephone calls using operator services.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service or is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

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Case No. Batavia, Illinois 60510

OH0801

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)**1.2 Definitions, (Cont'd)**

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Personal Identification Numbers (PINs) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Switched Access - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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1892 E. Fabyan Parkway

Case No. Batavia, Illinois 60510

OHi0801

SECTION 2.0 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

The Company is subject to the Commission's rules for Minimum Telephone Standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4909:1-5-03 of the Administrative Code.

Service is offered to business Customers of the Company to provide direct dialed and directory assistance calls originating and terminating within the State of Ohio, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff.

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

Service may be terminated to the Customer, pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code.

2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by the Company within the state of Ohio.

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By:

Robert Buchta, President
1892 E. Fabyan Parkway
Batavia, Illinois 60510

Effective: June 11, 2008

Case No.

OH0801

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.3 Payment and Credit Regulations****2.3.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the PUCO, as described in MTSS 4901:1-5-17(K). Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Payment periods may vary by product.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Company's bills and billing practices will comply with MTSS 4901:1-5-15.

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Effective: June 11, 2008

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1892 E. Fabyan Parkway

Case No. Batavia, Illinois 60510

OHi0801

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.3 Payment and Credit Regulations****2.3.2 Deposits**

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with the provisions of the MTSS 4901:1-5-13 (2)(A) and 14. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two months of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.
- B. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C. Deposits held will accrue interest at a rate specified by the Commission in MTSS 4901:1 1-17-05 of the Ohio Administrative Code and will be refunded to the Customer after twelve consecutive months if, in accordance with the Ohio Administrative Code MTSS 4901:1-17-06(B) the following conditions are met: a) the Customer must have paid the bill for twelve consecutive months without having service discontinued for nonpayment; b) the Customer must not have been late in paying the bill more than two times within a twelve month period; and c) the Customer must not be delinquent in bill payment at the end of the twelve month period.

Issued: June 10, 2008

Effective: June 11, 2008

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1892 E. Fabyan Parkway

Case No. Batavia, Illinois 60510

OHi0801

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.3 Payment and Credit Regulations, (Cont'd)****2.3.3 Advance Payments**

Advance Payment means a payment that may be required by the company as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

2.3.4 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance in accordance with Commission rules.

2.3.5 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Ohio law and Commission regulations.

Issued: June 10, 2008

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Batavia, Illinois 60510

Effective: June 11, 2008

Case No.

OHI0801

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.3 Payment and Credit Regulations, (Cont'd)

2.3.6 Billing Disputes

- A.** Any objections to billed charges must be reported to the Company or its billing agent verbally or in writing. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B.** Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
- C.** Customers may contact the Company at the following address:

Customer Service Department
AMI Communications, Inc.
1892 E. Fabyan Parkway Batavia, Illinois 60510
Toll Free: (800) 254-3202
www.ami.net

- D.** If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission for resolution at the following address:

Public Interest Center
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43226-0573

Telephone: (800) 686-7826
TDD-TTY (800) 686-1570
Facsimile: (614) 752-8351

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1892 E. Fabyan Parkway
Batavia, Illinois 60510

Effective: June 11, 2008

Case No.

OHi0801

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.5 Refunds or Credits for Service Outages or Deficiencies****2.5.1 Interruption of Service**

- A.** When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rate adjustment of the monthly recurring charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption . in accordance with MTSS 4901:1-5-16(A)(B).
- B.** If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed twenty-four (24) hours in duration will be rounded up to the next whole 24 hours.

2.5.2 Limitations on Allowances

In accordance with MTSS 4901:1-5-16 (A), no credit allowance will be made if the out-of-service condition:

- A.** Occurs as a result of a negligent or willful act on the part of the subscriber;
- B.** Occurs as a result of a malfunction of subscriber-owned telephone equipment or inside wire;
- C.** Occurs as a result of a military action, war, insurrection, riot, or strike; or
- D.** Cannot be repaired due to the subscriber missing a repair appointment.

2.5.3 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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Case No. Batavia, Illinois 60510

OHi0801

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.6 Liability of the Company**

- 2.6.1** 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 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.
- 2.6.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff, pursuant to MTSS 4901:1-5-16, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.6.3** 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 (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by gross negligence of the company.
- 2.6.4** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's gross negligence.

2.7 Minimum Service Period

The minimum service period for business term customers is one month (30 days).

2.8 Cancellation by Customer

Term service may be canceled by the business Customer on not less than 30 days prior notice to the Company. Month to month service may be cancelled at any time.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.9 Refusal or Discontinuance by the Company**

The Company may refuse or discontinue service under the following conditions. The Company shall not disconnect the service sooner than fourteen (14) days after the due date of the bill nor shall the company disconnect without sending a written notice of disconnection, postmarked at least seven (7) days prior to the date of disconnection of service. All disconnection situations will be handled in accordance with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in MTSS 4901:1-5-17.

- 2.9.1** The Company may disconnect a Customer's toll service for nonpayment of toll charges in accordance with MTSS 4901:1-5-17(B). All practices of the Company pertaining to either the provision of its own toll service, if any, or as a duly authorized agent for another toll service provider shall also conform to the MTSS.
- 2.9.2** Disconnection for reasons not involving nonpayment but requiring customer notice will be handled in accordance with MTSS 4901:1-5-17(D) and (E). Disconnection of service without notice will be in accordance with MTSS 4901:1-5-17(G). Payment schedules and disconnection procedures will be in accordance with MTSS 4901:1-5-17(K).
- 2.9.3** The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- 2.9.4** Reconnection of previously discontinued service will occur according to MTSS 4901:1-5-17(M).

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Batavia, Illinois 60510

OH0801

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.9 Refusal or Discontinuance by the Company (Cont'd)**

2.9.5 In accordance with MTSS 4901:1-5-17 (D) and (E), the Company may, after notification, or attempt to notify through any reasonable means, disconnect service when any of the following conditions exist:

- A.** A violation of or noncompliance with the Company rules or tariffs on file with the Commission;
- B.** A failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
- C.** A refusal by the Subscriber to permit the local service provider access to its facilities.
- D.** When the subscriber has committed a fraudulent practice as set forth and defined in the Company tariffs on file with the Commission.

2.9.6 In accordance with MTSS 4901:1-5-17 (G), the Company may without prior notice disconnect service when any of the following conditions exist:

- A.** An emergency may threaten the health or safety of a person, or the local service provider's distribution system. If service is disconnected, the Company shall act promptly to restore service as soon as possible;
- B.** A subscriber's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company's employees or subscribers; or
- C.** A subscriber tampers with facilities or equipment owned by the Company.

Issued: June 10, 2008

Effective: June 11, 2008

By: Robert Buchta, President
1892 E. Fabian Parkway

Case No. Batavia, Illinois 60510

OHi0801

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.10 Limitations of Service**

- 2.10.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.10.2** The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.10.3** 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.
- 2.10.4** The Company reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

2.11 Use of Service

Service may be used for any lawful purpose for which it is technically suited.

2.12 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

2.13 Interconnection

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

Issued: June 10, 2008

By:

Robert Buchta, President
1892 E. Fabyan Parkway
Batavia, Illinois 60510

Effective: June 11, 2008

Case No.

OH0801

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.14 Toll Free Services and Numbers**

- 2.14.1** The Company will make every effort to reserve toll-free (i.e., 800/888) vanity numbers on behalf of Customers, but makes no guarantee or warranty that the requested toll-free number(s) will be available or assigned to the Customer requesting the number.
- 2.14.2** If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll-free service to another carrier (e.g., "porting" of the toll-free number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.
- 2.14.3** Toll-free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer's request for a change in Resp Org or toll-free service, subject to the limitations provided in Section 2.17.2, to another carrier for toll-free numbers dedicated to the sole use of that single Customer.

Issued: June 10, 2008

Effective: June 11, 2008

By: Robert Buchta, President
1892 E. Fabyan Parkway

Case No. Batavia, Illinois 60510

OHI0801

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.15 Responsibilities of the Customer**

- 2.15.1** The Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Customer is also responsible for the payment of charges for calls originated at the Customer's premises that are not collect, third party, calling card, or credit card calls.
- 2.15.2** The Customer is responsible for charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.15.3** If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to the Company.
- 2.15.4** The Customer is responsible for arranging ingress to its premises at times mutually agreeable to it and the Company when required for Company personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's services.
- 2.15.5** The Customer shall ensure that its terminal equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

Issued: June 10, 2008

Effective: June 11, 2008

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Batavia, Illinois 60510

Case No.

OH0801

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.15 Responsibilities of the Customer (Cont'd)

- 2.15.6** If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Customer's service.
- 2.15.7** The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, its Authorized Users, or others, or by improper use of equipment provided by the Customer, Authorized Users, or others.
- 2.15.8** The Customer must pay for the loss through theft or fire of any of the Company's equipment installed at Customer's premises.

Issued: June 10, 2008

Effective: June 11, 2008

By: Robert Buchta, President
1892 E. Fabyan Parkway

Case No. Batavia, Illinois 60510

OH0801

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**2.16 Responsibilities of Authorized Users**

- 2.16.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.16.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.16.3** The Authorized User is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, and third party telephone number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

2.17 Other Rules

- 2.17.1** The Company reserves the right to refuse to process Third Party Billed, Credit Card or Calling Card billed calls when authorization for use is denied or cannot be validated.
- 2.17.2** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

Issued: June 10, 2008

By:

Robert Buchta, President
1892 E. Fabyan Parkway

Case No.

Batavia, Illinois 60510

Effective: June 11, 2008

OH0801

SECTION 3.0 - DESCRIPTION OF SERVICE

3.1 General

The Company offers interexchange telephone services that allow customers to originate and terminate interexchange calls at locations within the state of Ohio.

Each Customer is charged individually for each call placed through the Company. Charges are computed on an airline mileage basis as described in Section 3.2 of this tariff.

Charges do not vary by service offering, mileage band, class of call, time of day, day of week and/or call duration.

Issued: June 10, 2008

By:

Robert Buchta, President
1892 E. Fabyan Parkway
Batavia, Illinois 60510

Effective: June 11, 2008

Case No.

OH0801

SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**3.2 Calculation of Distance**

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

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the industry-standard "V" and "H" coordinates.

Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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1892 E. Fabyan Parkway

Case No. Batavia, Illinois 60510

OH0801

SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**3.3 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call. Timing of each call 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. Call timing ends when either party hangs up.

3.3.1 Unless otherwise described in the individual service description in this tariff, calls are measured and billed in six (6) second increments. The minimum call duration for billing purposes is thirty (30) seconds.

3.3.2 There is no billing applied for incomplete calls.

3.3.3 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the portion of the call occurring within that rate period. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.

Issued: June 10, 2008

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Case No. Batavia, Illinois 60510

OHi0801

SECTION 4.0 - PROMOTIONS**4.1 Promotional Offerings - General**

For promotional purposes, market research, or similar corporate purposes, the Company may, at its discretion, offer for limited periods of time, reduced rates or waiver of rates, provided that a copy of any promotional service offering is filed with the PUCO via a tariff filing, prior to implementation of the promotion. The tariff filing shall contain a brief description of the promotional offering including the length of time the offering will be available and the location in which it will be offered, if applicable.

Issued: June 10, 2008

Effective: June 11, 2008

By: Robert Buchta, President
1892 E. Fabyan Parkway

Case No. Batavia, Illinois 60510

OHi0801

EXHIBIT B

Proposed Revised Tariff Pages

There are no proposed revised tariff pages as the Company is detariffing all services with this application.

EXHIBIT C

Summary of Changes

In accordance with Case No. 10-1010-TP-ORD, the Company is requesting complete withdrawal of their P.U.C.O. Tariff No. 2.

EXHIBIT D

Customer Notice of Detariffing

Ohio Detariffing Customer Notice

Beginning on September 16, 2011, the prices, service descriptions, and the terms and conditions for services other than a primary line provided by AMI Communications, Inc. will no longer be on file at the Public Utilities Commission of Ohio (PUCO). The modification does not result in a change in the prices, terms, or conditions of those services to which you currently subscribe. AMI Communications, Inc. must still provide customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the Company will control new services or changes in service. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions. If you have any questions about this matter please call Customer Service at 800-254-3202.

EXHIBIT E

Affidavit

CUSTOMER NOTICE AFFIDAVIT

STATE OF ILLINOIS SS:

COUNTY OF KANE SS:

AFFIDAVIT

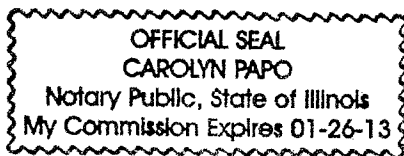
I, Mary Haberek, am an authorized agent of the AMI Communications, Inc., and am authorized to make this statement on its behalf. I attest that the customer notice accompanying this affidavit was sent to the affected customers through a bill message on 9/1/11 invoice in accordance with Rule 4904:1-6-07, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.



Mary Haberek

Vice President

Executed on: 8/31/2011



This foregoing document was electronically filed with the Public Utilities

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9/7/2011 3:30:10 PM

in

Case No(s). 11-4914-TP-ATA

Summary: Application electronically filed by Mrs. Lorri Wright on behalf of AMI Communications, Inc.