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100 Meridian Centre
Suite 250
Rochester, NY 14618-3979

PUCO
Sr. Director - Regulatory Affairs and Contract
Management
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585.785.5837
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June 25, 2008
Via Overnight Courier

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

08-788-TP-ATA
90-9180-TP-TRF

Re: Case No 06-1345-TP-ORD

Dear Ms. Jenkins:

As required by the Orders of the Public Utilities Commission in the above-referenced Case, American Fiber Systems, Inc. hereby submits one (1) original and ten (10) copies of our *Application to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD.*

Please contact me should you require any additional information in this matter.

Sincerely,

A handwritten signature in black ink that reads "Michael J. Nighan".
Michael J. Nighan
Sr. Director - Regulatory Affairs

Enclosures

This is to certify that the images appearing are an
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The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for
DETARIFFING AND RELATED ACTIONS

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD
(Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of **American Fiber Systems, Inc.** to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD)

TRF Docket No. 90- 9180-TP-TRF
Case No. 08-788-TP-ATA
NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) **American Fiber Systems, Inc.**
DBA(s) of Registrant(s) **NA**
Address of Registrant(s) **100 Meridian Centre, Suite 250, Rochester, NY 15618**
Company Web Address **www.americanfibersystems.com**
Regulatory Contact Person(s) **Michael J. Nighan**
Regulatory Contact Person's Email Address **mnighan@afsnetworks.com**
Contact Person for Annual Report **Same**
Address (if different from above) **Same**
Consumer Contact Information: **Same:**
Address (if different from above) **Same**

Phone **585-785-5837** Fax **585-785-5838**

Phone **Same**

Phone **Same**

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 checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input 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	Matrix or 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	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B) , including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit F	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 and Service Standards


I am an officer/agent of the applicant corporation, American Fiber Systems, Inc. , and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, 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) June 24, 2008

at (Location) Rochester, NY

*(Signature and Title)  Sr. Director – Regulatory Affairs

(Date) June 24, 2008

- 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, Michael J. Nighan 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.

*(Signature and Title)


Sr. Director – Regulatory Affairs

(Date) June 24, 2008

*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

CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	32	Original	54.4	Original*
2	2nd. Revised*	33	2 nd . Revised*	54.5	Original*
3	1 st . Revised*	34	Original	54.6	Original*
4	Original	35	Original	54.7	Original*
5	Original	36	Original	54.8	Original*
6	1 st . Revised*	37	2 nd . Revised*	54.9	Original*
7	1 st . Revised*	37.1	1 st . Revised	54.10	Original*
8	1 st . Revised*	38	Original	54.11	Original*
9	Original	39	2 nd . Revised*	55	1 st . Revised*
10	1 st . Revised*	39.1	1 st . Revised	56	Original
11	Original	40	2 nd . Revised*	57	1 st . Revised*
12	1 st . Revised*	40.1	1 st . Revised	57.1	Original*
12.1	Original*	41	Original	58	1 st . Revised*
12.2	Original*	42	Original	59	1 st . Revised*
13	Original	43	2 nd . Revised*	60	1 st . Revised*
14	Original	44	Original	61	1 st . Revised*
15	1 st . Revised*	45	2nd. Revised*	62	Original
16	1 st . Revised*	46	Original	63	Original
17	Original	47	2 nd . Revised*	64	Original
18	Original	47.1	Original*	65	Original
19	Original	48	1 st . Revised*	66	Original
20	Original	49	1 st . Revised*	67	Original
21	Original	49.1	Original*	68	Original
22	Original	49.2	1 st . Revised*	69	Original
23	Original	49.3	Original*		
24	Original	50	1 st . Revised*		
25	Original	51	Original		
26	2 nd . Revised*	52	Original		
27	Original	53	1 st . Revised*		
28	Original	54	1 st . Revised*		
29	Original	54.1	Original*		
30	1 st . Revised*	54.2	Original*		
31	Original	54.3	Original*		

Issued: April 14, 2004

Effective: April 14, 2004

Issued By: Bruce T. Frankiewicz, V.P. Legal and Regulatory Affairs

100 Meridian Centre, Suite 250

Rochester, NY 14618

Issued Under Authority of the Public Utilities Commission of Ohio

Dated: _____, Case No. _____

SECTION 1 – DEFINITIONS (Cont'd)

ICB or Individual Case Basis

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Network Service or service

Intrastate communications service consisting of (i) Ethernet Virtual Private Line Service ("EVPLS") which will provide point-to-point connectivity between diverse locations within a metropolitan area with Ethernet based transport, (ii) Ethernet Virtual Private LAN Service ("EVLAN") will provide point to multipoint, or any point to any point connectivity across multiple diverse locations within a metropolitan area with Ethernet based transport, (iii) Ethernet Internet Access Service ("EIA") will provide a connection with a bandwidth profile from 1Mbps to 1,000 Mbps to the Internet backbone. EIA provides Customer only with access to the Company's backbone network that serves as a transmission conduit through which Customer may connect its data servers to the Internet. The Company does not operate, process or control the information, services, opinions or other content of the Customer's data servers or the information, services, opinions or other content of the Internet; nor does the Company engage in any protocol or information processing or conversion in connection therewith, (iv) or other one-way and/or two-way transmission paths for the delivery of electronic or photonic signals; between one (1) or more points within the State of Ohio. EVPLS, EVLAN, and EIA are hereinafter referred to as Metro Ethernet Virtual Private Line Service ("Metro EVPLS").

On-net

Telecommunications services, which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

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Dated: _____, Case No. _____

SECTION 3 - REGULATIONS (Cont'd)

3.7 Allowances for Interruptions in Service (Cont'd)

3.7.4 Application of Credits for Interruptions in Service (Cont'd)

- I. Notwithstanding the foregoing, credit allowances for EVPLS, EVLAN and EIA shall be as set forth in Section 3.7.9.

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SECTION 3 - REGULATIONS (Cont'd)

3.7 Allowances for Interruptions in Service (Cont'd)

3.7.5 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit, which has been subject to the outage or cumulative service credits. Notwithstanding the foregoing, disconnection for service interruption pursuant to Section 3.7.9 below is permitted for EVPLS, EVLAN and EIA only and not for any other service.

(N)
|
(N)

3.7.6 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

3.7.7 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;

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Dated: _____, Case No. _____

SECTION 3 - REGULATIONS (Cont=d)

3.7 Allowances for Interruptions in Service (Cont=d)

3.7.9 Credit Allowances for EVPLS, EVLAN and EIA Service Outages

- A) In the event that the Company is unable to restore a portion of the EVPLS, EVLAN or EIA service as required hereunder, or in the event of a EVPLS, EVLAN or EIA service outage, Customer shall be entitled to a credit against the monthly recurring charges prorated for the affected circuits for all unplanned EVPLS, EVLAN, and EIA service outages in excess of fifteen (15) minutes. The Company will deduct any credit allowances from future charges payable by the Customer. If two more or more outages in excess of thirty minutes occur in a 30-day period, and the cause of the outage is determined to be in Company's Network or System Equipment, such EVPLS, EVLAN or EIA service will be deemed a Chronic Trouble service. If a 3rd outage of thirty, (30) minutes occurs within fifteen, (15) days of the second thirty, (30) minute outage, Customer may disconnect the affected EVPLS, EVLAN or EIA service without incurring Termination Charges.
- B) A EVPLS, EVLAN or EIA service outage begins when the Company is notified or becomes aware of the interruption, whichever occurs first. A EVPLS, EVLAN or EIA service outage ends when the affected line and/or associated Company equipment is operational. Any delay time associated with the Company or its agents' inability to access the EVPLS, EVLAN or EIA service equipment premises at the Customer's site shall not be included in the duration of the service outage. If the Customer reports services or a facility or circuit to be inoperative, but declines to release it for testing and repair, it is considered to be impaired, but shall not be deemed a EVPLS, EVLAN or EIA service outage.

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Dated: _____, Case No. _____

SECTION 3 - REGULATIONS (Cont=d)

3.7 Allowances for Interruptions in Service (Cont=d)

3.7.9 Credit Allowances for EVPLS, EVLAN and EIA Service Outages (Cont'd)

B) (Cont'd)

- 1) Credit Allowances do not apply to service outages caused by:
 - (i) The negligence or acts or omissions of Customer and/or End User or its agents;
 - (ii) Failure of power;
 - (iii) Failure or malfunction of non-Company equipment or systems;
 - (iv) Circumstances or causes beyond the control of the Company or its agents;
 - (v) During any period in which the Company or its agents are not given access to the service/equipment premises at Customer site; or
 - (vi) Planned service outages, unscheduled emergency maintenance, scheduled maintenance, (alteration or implementation as described herein).
- 2) Customer must request a credit allowance for a service outage within a reasonable period of time after the service outage occurs or any claim for an allowance is waived. Unless otherwise specifically stated, service outages are not aggregated for purposes of determining the credit allowance.

(N)

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Dated: _____, Case No. _____

SECTION 3 - REGULATIONS (Cont=d)**3.7 Allowances for Interruptions in Service (Cont=d)****3.7.9 Credit Allowances for EVPLS, EVLAN and EIA Service Outages (Cont'd)****B) (Cont'd)**

- 3) EVPLS, EVLAN or EIA Service Outage Credit is calculated per circuit according to the following table:

Metro EVPLS Outage Duration	Credit Per Circuit
15 minutes or less	None
Between 15 Minutes and 1 Hour	2% of Company's monthly recurring charge for the circuit
Each Hour above 1 Hour	An additional 3% of the Company's monthly recurring charge for the circuit, capped at 75% of the Company's monthly recurring charge for any single Metro EVPLS Outage and 100% of the Company's monthly recurring charge for all Metro EVPLS Outages to that same circuit in any month

3.8 Customer Liability for Unauthorized Use of the Network**3.8.1 Unauthorized Use of the Network**

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.

(M)

(M)

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100 Meridian Centre, Suite 250
Rochester, NY 14618

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SECTION 3 - REGULATIONS (Cont'd)

3.8 Customer Liability for Unauthorized Use of the Network (Cont'd)

3.8.1 Unauthorized Use of the Network (Cont'd)

- B. For all Services other than EIA, fraudulent use includes, but is not limited to, the following: (C)
(C)
1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. For EIA, unauthorized use is described in the Company's Acceptable Use Policy that is posted on the Company's website. (N)
(N)
- D. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff. (T)

Issued: March 1, 2004

Effective: March 1, 2004

Issued By: Bruce T. Frankiewicz, V.P. Legal and Regulatory Affairs
100 Meridian Centre, Suite 250
Rochester, NY 14618

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SECTION 4 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS

4.1 Dedicated Access Service

4.1.1 High Capacity Service - DS1

A high capacity service is for the transmission of synchronous serial data at 1.544 Mbps or 2.048 Mbps. Intermediate Bit Rate channels in multiple increments of either 56 Kbps or 64 Kbps up to 1.544 Mbps are also available.

4.1.2 Very High Capacity Service - DS3

A very high capacity service is for transmission of synchronous serial data at 44.736 Mbps or higher.

Issued: January 29, 2001

Effective: February 15, 2001

Issued By: Gita Ramachandran, Chief Financial Officer
100 Meridian Centre, Suite 250
Rochester, NY 14618

Issued Under Authority of the Public Utilities Commission of Ohio,
Dated February 15, 2001, in Case No. 00-2265-TP-ACE

SECTION 4 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)**4.3 Metro Ethernet Virtual Private Line Service ("Metro EVPLS")**

Metro EVPLS is a common carrier service subject to the regulations set forth in this Tariff. The Company, upon request, shall exercise commercially reasonable efforts to provide Metro EVPLS to Customer pursuant to the terms and conditions of this Tariff.

4.3.1 General

- A) Metro EVPLS permits a Customer to extend the range of their Ethernet communication from their local area network ("LAN") to a wide area network.
- B) With Metro EVPLS, Customers' Ethernet transmissions are encapsulated at OSI Layer 2, using standard IEEE 802.3 protocol, and delivered over the AFS supplied optical backbone network to a designated remote site. Metro EVPLS thus can deliver IP ("Internet Protocol") or other data packets between two (2) specified points using Ethernet frames. Each Ethernet circuit will have a total Bandwidth Profile, which indicates its maximum data throughput. Metro EVPLS is transparent to Layer 3 protocols, including IP, IPX, and AppleTalk. Connectivity is available (initially) at a discrete bit rate from 1 Mbps to 1000 Mbps (in increments of 1 Mbps or 10 Mbps). Metro EVPLS thus permits Customers to transmit any information content of their choosing, and delivers the Customer's Ethernet communications without change in form or content from the Customer's premises to a specified destination (remote site, data center, or other carrier's point of presence ("POP")).
- C) Metro EVPLS is suitable for data transmission and VOIP.
- D) Metro EVPLS provided under this Tariff is available for intrastate Service use only.
- E) Metro EVPLS is available at the rates set forth herein where facilities are available. Where special construction is required, additional charges under a Special Pricing Arrangement, as described in Section 4.4 may apply.

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100 Meridian Centre, Suite 250
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SECTION 4 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

4.3 Metro Ethernet Virtual Private Line Service ("Metro EVPLS")

4.3.2 Metro EVPLS Regulations

A) Explanation of Terms

- 1) Customer Premises Equipment ("CPE"): Customer supplied equipment used to attach its Ethernet LAN to an Edge Device.
- 2) Edge Device: A Company supplied termination device placed on the Customer's premises that permits Customers to attach their CPE. The Edge Device is part of the Company's regulated network, with the demarcation point (as defined in 47 C.F.R. Section 68.3) being the interface between the Edge Device and the Customer's CPE.
- 3) Ethernet LAN: A type of LAN conforming to IEEE Standard 802.3 (and related standards). Ethernet protocol (CMA/CD) permits workstations on a LAN to communicate with one another, at speeds starting at 1 Mbps up to 1 Gps. Technical specifications are available from:

American National Standards Institute
11 West 42nd Street
New York, NY 10036

B) Regulations

- 1) Customer may not suspend Metro EVPLS.
- 2) Metro EVPLS is available 24 hours per day, 7 days per week, except for periods of scheduled maintenance.
- 3) Metro EVPLS is available for lawful use only. Company may suspend Metro EVPLS if it reasonably suspects that (i) unlawful or fraudulent use is occurring or (ii) Customer supplied CPE is interfering with the proper operation or other customers' use of the Company's Network.

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Rochester, NY 14618

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Dated: _____, Case No. _____

SECTION 4 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

4.3 Metro Ethernet Virtual Private Line Service ("Metro EVPLS")

4.3.2 Metro EVPLS Regulations (Cont'd)

B) Regulations (Cont'd)

- 4) CPE attachment to the Company's Network (at the Customer's side of the Edge Device) is permitted, subject to compliance with applicable Electrical Institute of America or other interface specifications (available from the Company upon request). The Customer is responsible for installation, operation and maintenance of any and all CPE.
- 5) Responsibilities of the Company:
 - (a) The Company's obligations to provide Metro EVPLS are expressly conditioned upon the availability of facilities (including without limitation, services provided by local exchange carriers and access to rights-of-way, poles, conduit, easements, and other carriers' facilities), under economically and technically feasible conditions, all as determined by the Company in its sole, reasonable discretion.
 - (b) The Company will provide the Customer with information regarding the Edge Device specifications as reasonably necessary for the Customer to attach its LAN CPE.

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100 Meridian Centre, Suite 250
Rochester, NY 14618

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SECTION 4 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

4.3 Metro Ethernet Virtual Private Line Service ("Metro EVPLS")

4.3.2 Metro EVPLS Regulations (Cont'd)

B) Regulations (Cont'd)

5) Responsibilities of the Company (Cont'd)

- (c) The Company reserves the right to change its equipment vendors should equipment availability, price or technological advantages make such a change attractive or necessary. In such circumstances, the Company will give the Customer as much advance notice as reasonably possible, to allow the Customer sufficient time to make any necessary changes to CPE, and schedule cooperative testing for cutover if required.
- (d) The Company will exercise reasonable commercial efforts to timely install Metro EVPLS by either the installation date set forth in a Service Order (defined hereunder) or, if no date is specified therein as soon as practicable after execution of a Service Order, subject to Customer's compliance with all regulations set forth in this Tariff. In the event Company fails to substantially complete such installation within thirty (30) days of the agreed upon installation date in the Service Order, Customer, as its sole remedy, may cancel the Service Order without penalty.

6) Responsibilities of the Customer:

- (a) The Customer must be prepared to initiate testing of the Metro EVPLS in a timely manner on the negotiated date, providing testing equipment and personnel to support installation requirements, as may be necessary.

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SECTION 4 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

4.3 Metro Ethernet Virtual Private Line Service ("Metro EVPLS")

4.3.2 Metro EVPLS Regulations (Cont'd)

B) Regulations (Cont'd)

6) Responsibilities of the Customer: (Cont'd)

- (b) Customer will be responsible for selecting its own CPE, which must be compatible with the Company provided Edge Devices.
- (c) The Customer shall be solely responsible for providing at its sole cost, (i) space and racks to house Company supplied Edge Devices and (ii) a power supply both for the Company supplied Edge Devices and for Customer's own CPE connected thereto.
- (d) The Customer shall arrange for, and shall be solely responsible for securing all permits, approval, and for completing all site preparation as required, for Company supplied Edge Devices to be placed on the Customer premises, together with suitable space, power and environmental conditions for the Edge Devices as prescribed by and all at no charge to the Company.
- (e) The Customer must obtain a building entrance agreement permitting AFS to bring its lateral connection or other Network facility into the building, if at the time of placing the Service Order Company does not then have access to the building.

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Effective: March 1, 2004

Issued By: Bruce T. Frankiewicz, V.P. Legal and Regulatory Affairs
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Rochester, NY 14618

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Dated: _____, Case No. _____

SECTION 4 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

4.3 Metro Ethernet Virtual Private Line Service ("Metro EVPLS")

4.3.2 Metro EVPLS Regulations (Cont'd)

B) Regulations (Cont'd)

6) Responsibilities of the Customer: (Cont'd)

- (f) The Customer is responsible for the installations and all costs for the wiring from Customer's CPE to the Company's Splice Box at its premises. Company is willing to perform this installation for the Customer as a separately quotable item.
- (g) The Customer must provide Company with access to Customer location(s) where Company equipment is located for authorized Company personnel and/or its agents to perform routine and emergency maintenance, and/or for removal of Company equipment at the termination, cancellation or expiration of the Service Term.
- (h) The operation of Metro EVPLS in accordance with the Company accepted Service Order and this Tariff.
- (i) Submission of a Service Order to Company for the Metro EVPLS ordered, which Service Order is subject to Company's acceptance.
- (j) The Company's obligations (but not Customer's payment) to install or provide Metro EVPLS shall be excused to the extent affected by Customer's failure to comply with this Section 4.3.2(B)(6).

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Effective: March 1, 2004

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100 Meridian Centre, Suite 250
Rochester, NY 14618

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Dated: _____, Case No. _____

SECTION 4 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

4.3 Metro Ethernet Virtual Private Line Service ("Metro EVPLS")

4.3.2 Metro EVPLS Regulations (Cont'd)

B) Regulations (Cont'd)

6) Responsibilities of the Customer: (Cont'd)

- (k) The Company's obligations hereunder are expressly conditioned upon Customer, at its sole expense, securing a switched, local telephone circuit for purposes of "remote dial-in" and a modem for each Customer location, and making such dial-in line and modem available at all times for the Company's use during installation, maintenance and repairs to the service ordered by Customer. The Company will have no liability whatsoever for (nor will the SLAs apply during the period of) any failure of Metro EVPLS arising from or caused by, directly or indirectly, the operation or failure of said dial-in line and/or modem.

7) Trouble Resolutions

The Company will assist the Customer in resolving any installation or Metro EVPLS problems. However, the Company does not assume responsibility for the compatibility or suitability of the Customer's CPE. Company dispatches of personnel to the Customer premises to resolve problems caused, directly or indirectly, by CPE (or other Customer supplied devices or equipment) will result in additional charges to the Customer, based on the Company's then effective rates on a time and materials basis.

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Dated: _____, Case No. _____

SECTION 4 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

4.3 Metro Ethernet Virtual Private Line Service ("Metro EVPLS")

4.3.2 Metro EVPLS Regulations (Cont'd)

(B) Regulations (Cont'd)

8) Service Orders

Customer may order Metro EVPLS by executing a Service Order. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern.

4.3.3 Metro EVPLS Service Level Agreement ("SLAs")

The Company shall undertake commercially reasonable efforts to achieve the following performance goals and to make available the following network capabilities for Metro EVPLS Customers:

A) Network Performance Goals ("SLAs")

SLAs will vary, depending upon Customer's network configuration and specific service agreements entered into by the parties. Generally speaking, EVPLS is intended to operate according to the following SLAs:

- 1) EVPLS Availability: 99.5% - 99.99%
- 2) Network Restoration: 200ms – 1000ms

B) SLA Description Metrics

- 1) Bandwidth Guarantee: the Company guarantees that for periods when EVPLS is available, full port-to-port Circuit bandwidth is available for the Customer's use at all times.

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SECTION 4 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

4.3 Metro Ethernet Virtual Private Line Service ("Metro EVPLS")

4.3.3 Metro EVPLS Service Level agreement ("SLAs") (Cont'd)

B) SLA Description Metrics (Cont'd)

2) Response and Repair Times:

In the event of an interruption in EVPLS ("EVPLS Outage"), **excluding events as defined in Section 4.7.9.B.1**, the Company will respond after receiving notification of the EVPLS Outage from either internal network monitoring or Customer. After receiving notification of the EVPLS Outage, the Company shall restore EVPLS on its failed system as follows:

(i) Electronic Restoration

In the event of an electronic failure, the Company shall use reasonable commercial efforts to restore EVPLS to the affected electronics within four (4) hours of arrival of maintenance personnel on site.

(ii) Cable Restoration

In the event of a cable failure of Company supplied cables, the Company shall begin cable restoral within four (4) hours after the Company is notified about the faulty cable.

(iii) Emergency Reconfiguration

If the Customer's network architecture and CPE has the capability to support route reconfiguration to maintain EVPLS, the Company will provide reconfiguration if other means of restoral will not restore EVPLS within the time frames stated in subparagraphs (i) and (ii) above. Reconfiguration will begin one (1) hour after the need to reconfigure is determined. The Company shall maintain a twenty-four (24) hours a day, seven (7) days a week point-of-contact for Customer to report EVPLS troubles.

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SECTION 5 - RATES & CHARGES**5.1 Dedicated Access Services****5.1.1 High Capacity Service**

<u>DS1</u>	<u>Monthly Rates</u>	<u>Non-Recurring Charge</u>	
a) Local Distribution Channel, each			
I) Fixed	\$315.82	\$684.85	
II) Per ¼ mile or fraction thereof	\$36.45	None	None
b) Interoffice Channel, each			
I) Fixed	\$151.85	\$614.25	
II) Per mile or fraction thereof	\$48.60	None	None
c) Multiplexing ICB			

(T)

(T)**5.1.2 Very High Capacity Service**

<u>DS3</u>	<u>Monthly Min/Max</u>	<u>NRC Min/Max</u>
44.736	ICB	ICB
Mbps		
1st Mile	ICB	
Each Add'l	ICB	
Multiplexing	ICB	

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SECTION 5 - RATES & CHARGES (Cont'd)**5.5 Metro EVPLS Standard Pricing**

During the course of the service commitment, Customers may increase its aggregate bandwidth in increments up to a maximum of 1000 Mbps for an additional monthly fee to be determined based upon circuit and bandwidth configuration (subject to Company's' agreement on the Service Commencement Date for increased bandwidth).

5.6 Metro EVPLS Rates

	<u>1 to 9 Mbps</u>	<u>10 to 99 Mbps</u>	<u>100 to 1000 Mbps</u>
Installation	\$3,000.00	\$3,000.00	\$5,000.00
MRC	ICB based on Committed Bandwidth, Special Construction Costs and Distance between Network Connections	ICB based on Committed Bandwidth, Special Construction Costs and Distance between Network Connections	ICB based on Committed Bandwidth, Special Construction Costs and Distance between Network Connections
Service Term	ICB	ICB	ICB

5.7 Termination Charges

In the event that, prior to the end of the period of time for which the service was ordered ("Service Term"), Customer terminates service or in the event that the delivery of service is terminated by Company due to a failure of Customer to comply with the Terms of this Tariff, Customer shall pay a termination charge equal to:

One hundred percent (100%) of the monthly recurring charge that would have been incurred for the service for the Service Term.

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SECTION 6 - PROMOTIONAL OFFERINGS

6.1 The Company may establish promotional programs to introduce present or potential customers to a service not previously received by Customers. During specific promotional periods, an offer may be made to reduce nonrecurring charges on a nondiscriminatory basis, up to the full amount, for optional products and services, and in addition, an offer may be made to reduce recurring charges. The Company will provide written notice to the Commission of promotions as required by Commission rules.

6.2 Metro EVPLS Ambassador Pricing

Promotional pricing is available to the first EVPLS, EVLAN and EIA Customer of Company in each Company market.

- (A) One time installation fee of \$3,000.00 (non-recurring charge).
- (B) Monthly Recurring Charge ("MRC") will be determined based upon (i) a commitment of service for a minimum of twenty four (24) months and (ii) based on circuit and bandwidth configuration.

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Exhibit B

CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	32	Original	54.4	1 st . Revised*
2	3 rd . Revised*	33	2 nd . Revised	54.5	1 st . Revised*
3	1 st . Revised	34	Original	54.6	1 st . Revised*
4	Original	35	Original	54.7	1 st . Revised*
5	Original	36	Original	54.8	1 st . Revised*
6	1 st . Revised	37	2 nd . Revised	54.9	1 st . Revised*
7	2 nd . Revised*	37.1	1 st . Revised	54.10	Original
8	1 st . Revised	38	Original	54.11	Original
9	Original	39	2 nd . Revised	55	2 nd . Revised*
10	1 st . Revised	39.1	1 st . Revised	56	Original
11	Original	40	2 nd . Revised	57	1 st . Revised
12	1 st . Revised	40.1	1 st . Revised	57.1	1 st . Revised*
12.1	Original	41	Original	58	2 nd . Revised*
12.2	Original	42	Original	59	1 st . Revised
13	Original	43	2 nd . Revised	60	1 st . Revised
14	Original	44	Original	61	1 st . Revised
15	1 st . Revised	45	2 nd . Revised	62	Original
16	1 st . Revised	46	Original	63	Original
17	Original	47	2 nd . Revised	64	Original
18	Original	47.1	1 st . Revised*	65	Original
19	Original	48	2 nd . Revised*	66	Original
20	Original	49	1 st . Revised	67	Original
21	Original	49.1	1 st . Revised*	68	Original
22	Original	49.2	2 nd . Revised*	69	Original
23	Original	49.3	1 st . Revised*		
24	Original	50	2 nd . Revised*		
25	Original	51	Original		
26	2 nd . Revised	52	1 st . Revised*		
27	Original	53	1 st . Revised		
28	Original	54	1 st . Revised		
29	Original	54.1	1 st . Revised*		
30	1 st . Revised	54.2	1 st . Revised*		
31	Original	54.3	1 st . Revised*		

*Indicates new or revised page

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SECTION 1 – DEFINITIONS (Cont'd)

ICB or Individual Case Basis

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

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On-net

Telecommunications services, which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

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SECTION 3 - REGULATIONS (Cont'd)

3.7 Allowances for Interruptions in Service (Cont'd)

3.7.4 Application of Credits for Interruptions in Service (Cont'd)

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SECTION 3 - REGULATIONS (Cont'd)

3.7 Allowances for Interruptions in Service (Cont'd)

3.7.5 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit, which has been subject to the outage or cumulative service credits.

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3.7.6 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

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3.7.7 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;

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SECTION 3 - REGULATIONS (Cont' d)

3.7 Allowances for Interruptions in Service (Cont' d)

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SECTION 3 - REGULATIONS (Cont' d)

3.7 Allowances for Interruptions in Service (Cont' d)

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SECTION 3 - REGULATIONS (Cont' d)

3.7 Allowances for Interruptions in Service (Cont' d)

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3.8 Customer Liability for Unauthorized Use of the Network

3.8.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.

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SECTION 3 - REGULATIONS (Cont'd)

3.8 Customer Liability for Unauthorized Use of the Network (Cont'd)

3.8.1 Unauthorized Use of the Network (Cont'd)

B. For all Services fraudulent use includes, but is not limited to, the following:

(C)

1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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SECTION 4 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS

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SECTION 5 - RATES & CHARGES

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SECTION 5 - RATES & CHARGES

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5.5 Termination Charges

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In the event that, prior to the end of the period of time for which the service was ordered ("Service Term"), Customer terminates service or in the event that the delivery of service is terminated by Company due to a failure of Customer to comply with the Terms of this Tariff, Customer shall pay a termination charge equal to:

One hundred percent (100%) of the monthly recurring charge that would have been incurred for the service for the Service Term.

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SECTION 6 - PROMOTIONAL OFFERINGS

- 6.1 The Company may establish promotional programs to introduce present or potential customers to a service not previously received by Customers. During specific promotional periods, an offer may be made to reduce nonrecurring charges on a nondiscriminatory basis, up to the full amount, for optional products and services, and in addition, an offer may be made to reduce recurring charges. The Company will provide written notice to the Commission of promotions as required by Commission rules.

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Exhibit C

American Fiber Systems, Inc. ("AFS") seeks to revise its Tariff PUCO No. 1 – Telephone to effectuate the detariffing of all regulated nonresidential Tier 2 Services in conformity with the Public Utilities Commission's Orders dated June 6, 2007 and May 14, 2008 in case No. 06-1345-TP-ORD. AFS would note that it does not provide service to residential customers nor does it provide any form of regulated toll service.

Specifically, AFS seeks to detariff the following Tier 2 Services:

High Capacity Service – DS1

Very High Capacity Service – DS3

Metro Ethernet Virtual Private Line Service

(NOTE: Metro Ethernet Virtual Private Line Service is a collective service offering comprised of Ethernet Virtual Private Line Service [EVPLS], Ethernet Virtual Private LAN Service [EVLAN] and Ethernet Internet Access Service [EIA])

Exhibit D

American Fiber Systems, Inc. intends to comply with Rules 4901:1-6-05(G)(3) and 4901:1-6-05(G)(4) regarding disclosure of rates, terms and conditions of its detariffed Tier 2 Services by providing such rates, terms and conditions via the "Intrastate Price Lists" page link on its corporate internet website at:

www.americanfibersystems.com

All such rates, terms and conditions shall be in an easy to understand format and shall be update in a timely manner.

Exhibit E


American Fiber Systems, Inc. ("AFS") currently has no customers in Ohio who are utilizing any of its detariffed Tier 2 Services. As a result AFS respectfully submits that no customer notification is required by this filing.

Exhibit F


American Fiber Systems, Inc. encloses a modified version of the requisite "Customer Notice Affidavit" attesting to the fact that AFS currently has no customers in Ohio who are utilizing any of its detariffed Tier 2 Services.

I, Michael J. Nighan, am an authorized agent of the applicant corporation, American Fiber Systems, Inc. ("AFS"), and am authorized to make this statement on its behalf. I attest that AFS has no customers in Ohio currently utilizing any of its detariffed Tier 2 Services and that accordingly no customer notice was required or sent. I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 24, 2008 at Rochester, NY.


Michael J. Nighan
Sr. Director – Regulatory Affairs
June 24, 2008

Subscribed and sworn to before me this 24th day of June, 2008


Notary Public

My Commission Expires: 11/29/10

MARTIN CONSTABLE
NOTARY PUBLIC, State of N.Y., Monroe Co.
My Commission Expires November 29, 2010