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Bell Atlantic
185 Franklin Street, Room 1403
Boston, MA 02110
Tel (617) 743-6744
Fax (617) 737-0648

Keefe B. Clemons
Regulatory Counsel

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PUBLIC UTILITIES COMMISSION



April 22, 1999

Ms. Luly Massaro
Commission Clerk
Rhode Island Public Utilities Commission
100 Orange Street
Providence, RI 02903

**Re: First Amendment to Rhode Island Interconnection Agreement
Bell Atlantic-Rhode Island and New England Voice and Data, LLC**

Dear Ms. Massaro:

In accordance with Section 5.a. of the Commission's *Rules Governing Arbitration, Mediation, Review and Approval of Interconnection Agreements*, New England Telephone and Telegraph Company, d/b/a Bell Atlantic-Rhode Island ("BA-RI"), hereby files a First Amendment to the above-referenced Interconnection Agreement between BA-RI and New England Voice and Data, LLC ("NEVD") dated as of March 10, 1999, and petitions the Commission for approval of the amended Agreement pursuant to Section 252(e) of the federal Communications Act, as amended by the Telecommunications Act of 1996 ("Act"), 47 U.S.C. § 252(e).

The contact person for NEVD is Mr. Scott Sawyer. Mr. Sawyer's address and telephone number are:

New England Voice and Data, LLC
3 Regency Plaza
Executive Office Suites
Providence, RI 02903
(401) 854-2372

Thank you for your attention to this matter. Should you have any questions regarding this matter, please contact either Mr. Sawyer or me.

Respectfully submitted,

A handwritten signature in cursive script that reads "Keefe B. Clemons".
Keefe B. Clemons

Enclosures

FIRST AMENDMENT
to
INTERCONNECTION AGREEMENT
between
NEW ENGLAND VOICE AND DATA, LLC
and
BELL ATLANTIC – RHODE ISLAND

This First Amendment is entered into this 10th day of March, 1999, by and between New England Voice and Data, LLC ("NEVD"), with offices at 222 Richmond Street, Suite 206, Providence, Rhode Island 02903, and New England Telephone and Telegraph Company, d/b/a Bell Atlantic-Rhode Island ("BA"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110.

WHEREAS NEVD and BA ("the Parties") entered into an Interconnection Agreement dated September 30, 1998 (the "Rhode Island Agreement"); and

WHEREAS NEVD has claimed the right, pursuant to Section 29.14 of the Agreement, to take Dark Fiber from BA in Rhode Island based on the interconnection agreement between NEVD and Bell Atlantic-Massachusetts dated October 21, 1998, as amended (the "Massachusetts Agreement"); and

WHEREAS the Parties now desire to amend the Rhode Island Agreement to set forth the rates, terms and conditions under which BA will provide Dark Fiber to NEVD in Rhode Island;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NEVD and BA hereby agree to amend the Rhode Island Agreement as follows:

1. Provision of Dark Fiber. BA agrees to provide Dark Fiber to NEVD in Rhode Island subject to the terms and conditions set forth below.
2. Rates, Terms and Conditions. The Parties agree to negotiate in good faith the rates and charges, and the specific terms and conditions, that will govern BA's provision of Dark Fiber to NEVD in Rhode Island. Absent such agreement, and except as may otherwise be ordered by the Rhode Island Public Utilities Commission, the rates, charges, terms and conditions applicable to Dark Fiber under the Massachusetts Agreement shall apply between the Parties in Rhode Island.
3. Disclaimer. Nothing herein shall be construed to be an admission or concession by BA that it has any independent legal obligation to provide Dark Fiber to any requesting carrier pursuant to 47 U.S.C. § 251(c)(3), in Rhode Island or elsewhere.
4. Termination. BA agrees to provide Dark fiber to NEVD hereunder only to the extent that, and only for as long as, BA is required to do so pursuant to the Massachusetts Agreement and Section 29.14 of the Rhode Island Agreement. At such time as the Massachusetts Agreement

ceases to be binding on BA, or ceases to require BA to provide Dark Fiber in Massachusetts, then BA may terminate its provision of Dark Fiber in Rhode Island hereunder on written notice to NEVD, subject to a reasonable transition period or such alternative arrangements as the parties may at that time negotiate.

5. Reservation of Rights. Notwithstanding this Amendment, NEVD reserves the right to renew its bona fide request for dark fiber as a network element in Rhode Island or to file an appropriate motion with the Rhode Island Public Utilities Commission or the FCC seeking a declaration that dark fiber is, or should be, an unbundled network element. NEVD further reserves the right to negotiate with BA concerning the continued provision of dark fiber in a successor interconnection agreement for Rhode Island.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of this 10th day of March, 1999.

NEW ENGLAND VOICE AND DATA, LLC

BELL ATLANTIC – RHODE ISLAND

By: Robert Shanahan

By: Jeffrey A. Masoner

Printed: Robert Shanahan

Printed: Jeffrey A. Masoner

Title: President

Title: Vice-President - Interconnection Services Policy & Planning