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March 23, 2020

**VIA ELECTRONIC FILING**

Ms. Aida Camacho, Secretary  
New Jersey Board of Public Utilities  
44 South Clinton Avenue, 9<sup>th</sup> Floor  
Trenton, NJ 08625

Re: I/M/O Joint Petition of United Telephone Company of New Jersey, Inc. d/b/a CenturyLink and XO Communications Services, LLC for Approval of a Reciprocal Compensation Bill and Keep Amendment to the Interconnection Agreement - BPU Docket No.

Dear Secretary Camacho:

Enclosed for filing please find the Joint Petition of United Telephone Company of New Jersey, Inc. d/b/a CenturyLink and XO Communications Services, LLC for approval of a Reciprocal Compensation Bill and Keep Amendment to the Interconnection Agreement. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Sue Benedek".

Sue Benedek

ZEB/sc

enclosures

cc: Daniel J. Higgins, AVP (*on behalf of XO Communications Services, LLC*)(*via electronic mail*)  
Carol Artale, Esquire (*via electronic mail*)  
Maria Novas-Ruiz (*via electronic mail*)

**STATE OF NEW JERSEY  
BOARD OF PUBLIC UTILITIES**

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**I/M/O JOINT PETITION FOR APPROVAL OF A  
RECIPROCAL COMPENSATION BILL AND KEEP  
AMENDMENT TO THE INTERCONNECTION  
AGREEMENT BETWEEN UNITED TELEPHONE  
COMPANY OF NEW JERSEY, INC. D/B/A  
CENTURYLINK AND CSC WIRELESS, LLC D/B/A  
ALTICE MOBILE**

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**JOINT PETITION OF  
UNITED TELEPHONE COMPANY OF NEW JERSEY, INC. D/B/A CENTURYLINK**

Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "1996 Act"),<sup>1</sup> United Telephone Company of New Jersey, Inc. d/b/a CenturyLink ("CenturyLink"), respectfully files the attached Reciprocal Compensation Bill and Keep Amendment to the Interconnection Agreement ("Agreement") between CenturyLink and XO Communications Services, LLC ("XO"). CenturyLink and XO request that the New Jersey Board of Public Utilities ("Board") approve the attached Agreement. In support, CenturyLink in conjunction with XO, state as follows:

**THE PARTIES**

1. CenturyLink is an Incumbent Local Exchange Carrier ("ILEC") authorized to provide local exchange telephone services in portions of the State of New Jersey.
2. XO is a CLEC in the State of New Jersey.

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<sup>1</sup> Citations herein to the 1996 Act should be construed as references to sections of the Communications Act of 1934 as amended by the 1996 Act.

3. XO has entered into the underlying Agreement with CenturyLink for the exchanging of traffic in the State of New Jersey. A copy of the Agreement is attached hereto at Appendix A.

### **THE AGREEMENT**

4. CenturyLink and XO have entered into the Agreement pursuant to Sections 251(b), (c) and 252(a) of the 1996 Act.

5. The Agreement sets forth the rates, terms and conditions for the establishment of rates, terms and conditions for interconnection of XO and CenturyLink's local exchange networks for purposes of transmission and termination of local traffic set forth in the Act and the attached Agreement. The Agreement is an integrated package that reflects a negotiated balance of many interests and concerns critical to both parties.

6. The attached Agreement is effective upon Commission approval or in accordance with the Board's rules, regulations and orders.

### **COMPLIANCE WITH THE 1996 ACT**

7. The Agreement satisfies the requirements for Board approval pursuant to Section 252(e)(2)(A) of the 1996 Act, which provides as follows:

"The State commission may only reject...an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that--

- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement;  
or
- (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity[.]"

8. First, the Agreement does not discriminate against any other telecommunications carrier, as required by Section 252(e)(2)(A)(i).

9. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(A)(ii).

**APPROVAL OF THE AGREEMENT**

10. CenturyLink, in conjunction with XO, respectfully requests that the Board approve this Petition and the attached Agreement to the extent Board approval is required.

**WHEREFORE**, CenturyLink, with the concurrence of Agreement, respectfully requests that the Board approve the attached Agreement pursuant to Section 252(e) of the 1996 Act.

Respectfully submitted,



Zsuzsanna E. Benedek, Esquire  
United Telephone Company of New Jersey,  
Inc. d/b/a CenturyLink  
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Harrisburg, PA 17101  
Phone: 717-245-6346  
Fax: 717-236-1389  
E-mail: sue.benedek@centurylink.com

Dated: March 23, 2020

**Reciprocal Compensation Bill and Keep Amendment  
to the Interconnection Agreement between  
United Telephone Company of New Jersey, Inc. d/b/a CenturyLink  
and  
XO Communications Services, LLC  
for the State of New Jersey**

This is an Amendment (“Amendment”) to the Interconnection Agreement between United Telephone Company of New Jersey, Inc. d/b/a CenturyLink (fka United Telephone Company of New Jersey, Inc.) (“CenturyLink”), and XO Communications Services, LLC (fka XO Communications Services, Inc. fka XO New Jersey, Inc.) (“CLEC”). CenturyLink and CLEC shall be known jointly as the “Parties”.

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”) for service in the state of New Jersey which was effective on August 18, 2003.

WHEREAS, the Parties desire to amend the Agreement further under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended for Reciprocal Compensation to be at Bill and Keep for the exchange of Local Traffic as set forth in Table 1, to this Amendment, attached hereto and incorporated herein by this reference. Transit language.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; however, the Parties may agree to implement the provisions of this Amendment upon execution.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach

of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**XO Communications Services, LLC**

**United Telephone Company of New Jersey,  
Inc. d/b/a CenturyLink**

  
Daniel J Higgins (Nov 19, 2019)  
\_\_\_\_\_  
Signature

  
Kimberly J. Povirk (Nov 19, 2019)  
\_\_\_\_\_  
Signature

Daniel J. Higgins  
\_\_\_\_\_  
Name Printed/Typed

Kimberly J. Povirk  
\_\_\_\_\_  
Name Printed/Typed

AVP - Carrier Management  
\_\_\_\_\_  
Title

Director – Sales Support  
\_\_\_\_\_  
Title

Nov 19, 2019  
\_\_\_\_\_  
Date

Nov 19, 2019  
\_\_\_\_\_  
Date

Table 1 - Rates

| KEY CODES |     | Embarq - New Jersey                             |               | October 1, 2018   |
|-----------|-----|---|---------------|---|
| MRC       | NRC | ICA Elements                                    |               |   |
|           |     | Reciprocal Compensation for Local Traffic       |               |   |
|           |     | Reciprocal Compensation                         | Bill and Keep | Common Transport for Indirect Traffic - per Minute of Use |
|           |     | Local Traffic                                   | \$0.00        |   |
|           |     | Common Transport for Indirect Traffic - Per MOU |               | \$0.001006  |