Zsuzsanna E. Benedek<br>Associate General Counsel 240 North Third Street, Ste. 300<br>Harrisburg, PA 17101<br>Telephone: 717.775.3088<br>sue.benedek@.centurylink.com

March 26, 2020

## VIA ELECTRONIC MAIL

Ms. Aida Camacho-Welsh, Secretary
New Jersey Board of Public Utilities
44 South Clinton Avenue, $9^{\text {th }}$ Floor
Trenton, NJ 08625
Re: $\quad I / M / O$ Joint Petition of United Telephone Company of New Jersey, Inc. d/b/a CenturyLink and CSC Wireless, LLC d/b/a Altice Mobile for Approval of a Transport Rate Amendment to the Commercial Mobile Radio Service Interconnection Agreement -
BPU Docket No.TO19080875

Dear Secretary Camacho-Welsh:
Enclosed for filing please find the Joint Petition of United Telephone Company of New Jersey, Inc. $\mathrm{d} / \mathrm{b} / \mathrm{a}$ CenturyLink and CSC Wireless, LLC d/b/a Altice Mobile for approval of a Transport Rate Amendment to the Commercial Mobile Radio Service (CMRS) Interconnection Agreement. Please be advised that the underlying agreement was filed on or about August 1, 2019 at BPU Docket No. TO19080875.

If you have any questions, please do not hesitate to contact me.
Sincerely,


Sue Benedek
ZEB/sc
enclosures
cc: Dennis Moffitt, VP Legal (on behalf of CSC Wireless, LLC d/b/a Altice Mobile)(via electronic mail)
Jeffrey Harnack, Director Telecom and Internet (on behalf of CSC Wireless, LLC d/b/a Altice Mobile)(via electronic mail)
Carol Artale, Esquire (via overnight mail)
Maria Novas-Ruiz (via overnight mail)

STATE OF NEW JERSEY<br>BOARD OF PUBLIC UTILITIES

|  | $:$ |  |
| :--- | :--- | :--- |
| I/M/O JOINT PETITION FOR APPROVAL OF A | $:$ |  |
| TRANSPORT RATE AMENDMENT TO THE | $:$ |  |
| COMMERCIAL MOBILE RADIO SERVICE | $:$ | BPU DOCKET NO. |
| INTERCONNECTION AGREEMENT BETWEEN UNITED | $:$ | TO19080875 |
| TELEPHONE COMPANY OF NEW JERSEY, INC. D/B/A | $:$ |  |
| CENTURYLINK AND CSC WIRELESS, LLC D/B/A ALTICE | $:$ |  |
| MOBILE | $:$ |  |

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"), ${ }^{1}$ United Telephone Company of New Jersey, Inc. d/b/a CenturyLink ("CenturyLink"), respectfully files the attached Transport Rate Amendment to the Interconnection Agreement ("Agreement") between CenturyLink and CSC Wireless, LLC d/b/a Altice Mobile ("Altice Mobile"). CenturyLink and Altice Mobile request that the New Jersey Board of Public Utilities ("Board") approve the attached Agreement. In support, CenturyLink in conjunction with Altice Mobile, 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. Altice Mobile is a CLEC in the State of New Jersey.

[^0]3. Altice Mobile 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 Altice Mobile 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 Altice Mobile 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 $252(\mathrm{e})(2)(\mathrm{A})$ 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 $252(\mathrm{e})(2)(\mathrm{A})(\mathrm{ii})$.

## APPROVAL OF THE AGREEMENT

10. CenturyLink, in conjunction with Altice Mobile, 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,


Dated: March 26, 2020

# Transport Rate Amendment <br> to the Interconnection Agreement between United Telephone Company of New Jersey, Inc. d/b/a CenturyLink <br> and <br> CSC Wireless dba Altice Mobile 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 ("CenturyLink"), and CSC Wireless dba Altice Mobile ("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 executed by the Parties on May 13, 2019 and

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 by rates for Transport as set forth in Table 1, to this Amendment, attached hereto and incorporated herein by this reference.

## 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. Order processing may not begin until all additional or updated information required has been provided by the CLEC and CenturyLink systems have been made ready to accept orders and issue bills.

## 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.

CSC Wireless dba Altice Mobile
United Telephone Company of New
Jersey, Inc. d/b/a CenturyLink Jersey, Inc. d/b/a CenturyLink
$\frac{\text { Wayne Thompson }}{\text { Wayne Thompson (Nov 26, 2019) }}$
Signature

Wayne Thompson
Name Printed/Typed
VP Telecom and Internet Mgmt
Title
Nov 26, 2019
Date


Kimberly J. Povirk
Name Printed/Typed
Director Sales Support
Title
Nov 26, 2019
Date

Table 1 - Dedicated Transport

| Dedicated Transport Price List |  |  |  |  |  |  |  | \#RE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Key Codes |  |  | Route (CLLI to CLLI) |  | Route (Exchange to Exchange) |  | DedicatedDS1Rate | DedicatedDS3Rate |
| DS1 | DS3 | Band | Originating | Terminating | Originating | Terminating |  |  |
| D0001 | D1001 | 1 | ANDVNJXURS2 | BHVLNJXURS1 | Andover | Branchville | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | ANDVNJXURS2 | FRBONJXUDSO | Andover | Franklin | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | ANDVNJXURS2 | LMOHNJXUDSO | Andover | Lake Mohawk | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | ANDVNJXURS2 | NWTNNJXUDS2 | Andover | Newton | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | BHVLNJXURS1 | FRBONJXUDSO | Branchville | Franklin | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | BHVLNJXURS 1 | LMOHNJXUDSO | Branchville | Lake Mohawk | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | BHVLNJXURS 1 | MTAGNJXDRS 1 | Branchville | Montague | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | BHVLNJXURS 1 | NWTNNJXUDS2 | Branchville | Newton | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | BHVLNJXURS 1 | SUSXNJXCDS4 | Branchville | Sussex | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | BLBYNJXJRS1 | CLTNNJXJDS1 | Bloomsbury | Clinton | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | BLBYNJXJRS1 | FCTWNJXJRS1 | Bloomsbury | Frenchtown | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | BLBYNJXJRS1 | HMPNNJXJRS1 | Bloomsbury | Hampton | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | BLMDNJXHDS1 | CLTNNJXJDS1 | Belle Meade | Clinton | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | BLTWNJXWRS2 | CLMANJXWRS2 | Blairstown | Columbia | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | BLTWNJXWRS2 | CLTNNJXJDS1 | Blairstown | Clinton | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | BLTWNJXWRS2 | HOPENJXWRS2 | Blairstown | Hope | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | BLTWNJXWRS2 | NWTNNJXUDS2 | Blairstown | Newton | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | BLVDNJXWDSO | CLMANJXWRS2 | Belvidere | Columbia | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | BLVDNJXWDSO | GRMDNJXWRS2 | Belvidere | Great Meadows | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | BLVDNJXWDSO | HOPENJXWRS2 | Belvidere | Hope | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | BLVDNJXWDSO | OXFRNJXWRS1 | Belvidere | Oxford | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | CHESNJXJRS1 | CLFNNJXJRS1 | Chester | Califon | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | CHESNJXJRS1 | LGVYNJXJRS1 | Chester | Long Valley | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | CHESNJXJRS1 | OLDWNJXJRS1 | Chester | Oldwick | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | CLFNNJXJRS1 | CLTNNJXJDS1 | Califon | Clinton | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | CLFNNJXJRS1 | HGBRNJXJRS1 | Califon | High Bridge | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | CLFNNJXJRS1 | HMPNNJXJRS1 | Califon | Hampton | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | CLFNNJXJRS1 | LBNNNJXJRS1 | Califon | Lebanon | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | CLFNNJXJRS1 | LGVYNJXJRS1 | Califon | Long Valley | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | CLFNNJXJRS1 | OLDWNJXJRS1 | Califon | Oldwick | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | CLMANJXWRS2 | HOPENJXWRS2 | Columbia | Hope | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | CLTNNJXJDS1 | FCTWNJXJRS1 | Clinton | Frenchtown | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | CLTNNJXJDS 1 | FMTNNJXJDS1 | Clinton | Flemington | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | CLTNNJXJDS1 | FRBONJXUDSO | Clinton | Franklinboro | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | CLTNNJXJDS1 | HGBRNJXJRS1 | Clinton | High Bridge | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | CLTNNJXJDS1 | HMPNNJXJRS1 | Clinton | Hampton | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | CLTNNJXJDS1 | LBNNNJXJRS1 | Clinton | Lebanon | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | CLTNNJXJDS1 | NWTNNJXUDS2 | Clinton | Newton | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | FCTWNJXJRS1 | FMTNNJXJDS1 | Frenchtown | Flemington | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | FMTNNJXJDS 1 | LBNNNJXJRS1 | Flemington | Lebanon | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | FMTNNJXJDS 1 | WHHSNJXJDS1 | Flemington | Whitehouse | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | FRBONJXUDSO | LMOHNJXUDSO | Franklin | Lake Mohawk | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | FRBONJXUDSO | NWTNNJXUDS2 | Franklin | Newton | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | FRBONJXUDSO | SUSXNJXCDS4 | Franklin | Sussex | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | GRMDNJXWRS2 | HOPENJXWRS2 | Great Meadows | Hope | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | GRMDNJXWRS2 | OXFRNJXWRS1 | Great Meadows | Oxford | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | HGBRNJXJRS1 | HMPNNJXJRS1 | High Bridge | Hampton | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | HGBRNJXJRS1 | LBNNNJXJRS1 | High Bridge | Lebanon | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | LBNNNJXJRS1 | OLDWNJXJRS1 | Lebanon | Oldwick | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | LBNNNJXJRS1 | WHHSNJXJDS1 | Lebanon | Whitehouse | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | LGVYNJXJRS1 | OLDWNJXJRS1 | Long Valley | Oldwick | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | LMOHNJXUDSO | NWTNNJXUDS2 | Lake Mohawk | Newton | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | MTAGNJXDRS1 | SUSXNJXCDS4 | Montague | Sussex | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | NWTNNJXUDS2 | SUSXNJXCDS4 | Newton | Sussex | \$217.28 | \$3,586.94 |
| D0001 | D1001 | 1 | OLDWNJXJRS1 | WHHSNJXJDS1 | Oldwick | Whitehouse | \$217.28 | \$3,586.94 |


[^0]:    1 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.

