

Zsuzsanna E. Benedek

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March 26, 2020

VIA ELECTRONIC MAIL

Ms. Aida Camacho-Welsh, Secretary New Jersey Board of Public Utilities 44 South Clinton Avenue, 9th Floor Trenton, NJ 08625

Re:

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. 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 (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

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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 BOARD OF PUBLIC UTILITIES

:

I/M/O JOINT PETITION FOR APPROVAL OF A
TRANSPORT RATE AMENDMENT TO THE
COMMERCIAL MOBILE RADIO SERVICE
INTERCONNECTION AGREEMENT BETWEEN UNITED
TELEPHONE COMPANY OF NEW JERSEY, INC. D/B/A
CENTURYLINK AND CSC WIRELESS, LLC D/B/A ALTICE
MOBILE

BPU DOCKET NO.

TO19080875

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.

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. 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(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 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,

Zsuzsanna E. Benedek, Esquire

United Telephone Company of New Jersey,

Inc. d/b/a CenturyLink

240 North Third Street, Suite 300

Harrisburg, PA 17101 Phone: 717-775-3088

E-mail: sue.benedek@centurylink.com

Dated: March 26, 2020

Transport Rate Amendment to the Interconnection Agreement between United Telephone Company of New Jersey, Inc. d/b/a CenturyLink and 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.

<u>AGREEMENT</u>

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			
Wayne Thompson Wayne Thompson (Nov 26, 2019)	Kimberly Q. Povirk Kimberly J. Povirk			
Signature	Signature			
Wayne Thompson	Kimberly J. Povirk			
Name Printed/Typed	Name Printed/Typed			
VP Telecom and Internet Mgmt	Director Sales Support			
Title	Title			
Nov 26, 2019	Nov 26, 2019			
Date	Date			

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Key	Codes	Doto	Route (Cl	LI to CLLI)	Route (Exchar	nge to Exchange)	Dedicated	Dedicated		
DS1	DS3	Rate Band	Originating	Terminating	Originating	Terminating	DS1 Rate	DS3 Rate		
00001	D1001	1	ANDVNJXURS2	BHVLNJXURS1	Andover	Branchville	\$217.28	\$3,586.9		
00001	D1001	1	ANDVNJXURS2	FRBONJXUDS0	Andover	Franklin	\$217.28	\$3,586.9		
00001	D1001	1	ANDVNJXURS2	LMOHNJXUDS0	Andover	Lake Mohawk	\$217.28	\$3,586.9		
00001	D1001	1	ANDVNJXURS2	NWTNNJXUDS2	Andover	Newton	\$217.28	\$3,586.9		
00001	D1001	1	BHVLNJXURS1	FRBONJXUDS0	Branchville	Franklin	\$217.28	\$3,586.9		
0001	D1001	1	BHVLNJXURS1	LMOHNJXUDS0	Branchville	Lake Mohawk	\$217.28	\$3,586.9		
0001	D1001	1	BHVLNJXURS1	MTAGNJXDRS1	Branchville	Montague	\$217.28	\$3,586.9		
00001	D1001	1	BHVLNJXURS1	NWTNNJXUDS2	Branchville	Newton	\$217.28	\$3,586.9		
00001	D1001	1	BHVLNJXURS1	SUSXNJXCDS4	Branchville	Sussex	\$217.28	\$3,586.9		
00001	D1001	1	BLBYNJXJRS1	CLTNNJXJDS1	Bloomsbury	Clinton	\$217.28	\$3,586.9		
0001	D1001	1	BLBYNJXJRS1	FCTWNJXJRS1	Bloomsbury	Frenchtown	\$217.28	\$3,586.9		
00001	D1001	1	BLBYNJXJRS1	HMPNNJXJRS1	Bloomsbury	Hampton	\$217.28	\$3,586.9		
00001	D1001	1	BLMDNJXHDS1	CLTNNJXJDS1	Belle Meade	Clinton	\$217.28	\$3,586.9		
0001	D1001	1	BLTWNJXWRS2	CLMANJXWRS2	Blairstown	Columbia	\$217.28	\$3,586.9		
0001	D1001	1	BLTWNJXWRS2	CLTNNJXJDS1	Blairstown	Clinton	\$217.28	\$3,586.9		
00001	D1001	1	BLTWNJXWRS2	HOPENJXWRS2	Blairstown	Hope	\$217.28	\$3,586.9		
0001	D1001	1	BLTWNJXWRS2	NWTNNJXUDS2	Blairstown	Newton	\$217.28	\$3,586.9		
0001	D1001	1	BLVDNJXWDS0	CLMANJXWRS2	Belvidere	Columbia	\$217.28	\$3,586.9		
0001	D1001	1	BLVDNJXWDS0	GRMDNJXWRS2	Belvidere	Great Meadows	\$217.28	\$3,586.9		
0001	D1001	1	BLVDNJXWDS0	HOPENJXWRS2	Belvidere	Hope	\$217.28	\$3,586.9		
0001	D1001	1	BLVDNJXWDS0	OXFRNJXWRS1	Belvidere	Oxford	\$217.28	\$3,586.9		
0001	D1001	1	CHESNJXJRS1	CLFNNJXJRS1	Chester	Califon	\$217.28	\$3,586.9		
0001	D1001	1	CHESNJXJRS1	LGVYNJXJRS1	Chester	Long Valley	\$217.28	\$3,586.9		
0001	D1001	1	CHESNJXJRS1	OLDWNJXJRS1	Chester	Oldwick	\$217.28	\$3,586.9		
00001	D1001	1	CLFNNJXJRS1	CLTNNJXJDS1	Califon	Clinton	\$217.28	\$3,586.9		
00001	D1001	1	CLFNNJXJRS1	HGBRNJXJRS1	Califon	High Bridge	\$217.28	\$3,586.9		
00001	D1001	1	CLFNNJXJRS1	HMPNNJXJRS1	Califon	Hampton	\$217.28	\$3,586.9		
00001	D1001	1	CLFNNJXJRS1	LBNNNJXJRS1	Califon	Lebanon	\$217.28	\$3,586.9		
00001	D1001	1	CLFNNJXJRS1	LGVYNJXJRS1	Califon	Long Valley	\$217.28	\$3,586.9		
00001	D1001	1	CLFNNJXJRS1	OLDWNJXJRS1	Califon	Oldwick	\$217.28	\$3,586.9		
00001	D1001	1	CLMANJXWRS2	HOPENJXWRS2	Columbia	Hope	\$217.28	\$3,586.9		
00001	D1001	1	CLTNNJXJDS1	FCTWNJXJRS1	Clinton	Frenchtown	\$217.28	\$3,586.9		
00001	D1001	1	CLTNNJXJDS1	FMTNNJXJDS1	Clinton	Flemington	\$217.28	\$3,586.9		
00001	D1001	1	CLTNNJXJDS1	FRBONJXUDS0	Clinton	Franklinboro	\$217.28	\$3,586.9		
00001	D1001	1	CLTNNJXJDS1	HGBRNJXJRS1	Clinton	High Bridge	\$217.28	\$3,586.9		
0001	D1001	1	CLTNNJXJDS1	HMPNNJXJRS1	Clinton	Hampton	\$217.28	\$3,586.9		
0001	D1001	1	CLTNNJXJDS1	LBNNNJXJRS1	Clinton	Lebanon	\$217.28	\$3,586.9		
0001	D1001	1	CLTNNJXJDS1	NWTNNJXUDS2	Clinton	Newton	\$217.28	\$3,586.9		
0001	D1001	1	FCTWNJXJRS1	FMTNNJXJDS1	Frenchtown	Flemington	\$217.28	\$3,586.9		
0001	D1001	1	FMTNNJXJDS1	LBNNNJXJRS1	Flemington	Lebanon	\$217.28	\$3,586.9		
0001	D1001	1	FMTNNJXJDS1	WHHSNJXJDS1	Flemington	Whitehouse	\$217.28	\$3,586.9		
0001	D1001	1	FRBONJXUDS0	LMOHNJXUDS0	Franklin	Lake Mohawk	\$217.28	\$3,586.9		
00001	D1001	1	FRBONJXUDS0	NWTNNJXUDS2	Franklin	Newton	\$217.28	\$3,586.9		
0001	D1001	1	FRBONJXUDS0	SUSXNJXCDS4	Franklin	Sussex	\$217.28	\$3,586.9		
0001	D1001	1	GRMDNJXWRS2	HOPENJXWRS2	Great Meadows	Норе	\$217.28	\$3,586.9		
0001	D1001	1	GRMDNJXWRS2	OXFRNJXWRS1	Great Meadows	Oxford	\$217.28	\$3,586.9		
0001	D1001	1	HGBRNJXJRS1	HMPNNJXJRS1	High Bridge	Hampton	\$217.28	\$3,586.9		
0001	D1001	1	HGBRNJXJRS1	LBNNNJXJRS1	High Bridge	Lebanon	\$217.28	\$3,586.9		
0001	D1001	1	LBNNNJXJRS1	OLDWNJXJRS1	Lebanon	Oldwick	\$217.28	\$3,586.9		
0001	D1001	1	LBNNNJXJRS1	WHHSNJXJDS1	Lebanon	Whitehouse	\$217.28	\$3,586.9		
0001	D1001	1	LGVYNJXJRS1	OLDWNJXJRS1	Long Valley	Oldwick	\$217.28	\$3,586.9		
0001	D1001	1	LMOHNJXUDS0	NWTNNJXUDS2	Lake Mohawk	Newton	\$217.28	\$3,586.9		
0001	D1001	1	MTAGNJXDRS1	SUSXNJXCDS4	Montague	Sussex	\$217.28	\$3,586.9		
0001	D1001	1	NWTNNJXUDS2	SUSXNJXCDS4	Newton	Sussex	\$217.28	\$3,586.9		
0001	D1001	1	OLDWNJXJRS1	WHHSNJXJDS1	Oldwick	Whitehouse	\$217.28	\$3,586.9		
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