

# Morgan Lewis

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August 8, 2024

## **Via Email**

Shonda Green, Secretary  
Massachusetts Department of Telecommunications and Cable  
1000 Washington Street, Suite 600  
Boston, MA 02118-6500  
[dtc.efiling@mass.gov](mailto:dtc.efiling@mass.gov)

**Re: Amendment to Interconnection Agreement of Taconic Telephone Corporation and Time Warner Cable Information Services (Massachusetts), LLC**

Dear Secretary Green:

In accordance with Section 252(e) of the Communications Act of 1934, as amended, (the "Act"), enclosed for filing is an executed negotiated Amendment to the Interconnection Agreement between Taconic Telephone Corporation and Time Warner Cable Information Services (Massachusetts), LLC that was filed with the Department on May 28, 2020.

Section 252(e)(4) of the Act provides that, if the Department does not act to approve or reject an agreement reached by negotiation within 90 days following the filing, it shall be deemed approved.

Should you have any questions, please do not hesitate to contact the undersigned.

Respectfully submitted,

/s/ Joshua M. Bobeck

Russell M. Blau  
Joshua M. Bobeck  
Leetal Weiss

*Counsel to Taconic Telephone Corporation*

cc: Michael Shultz, [mike.shultz@consolidated.com](mailto:mike.shultz@consolidated.com)  
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**APPROVED**

*Karen Charles*

**Date:** September 30, 2024

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**AMENDMENT**  
**TO THE**  
**INTERCONNECTION AGREEMENT FOR THE STATE OF MASSACHUSETTS**  
**BETWEEN**  
**TACONIC TELEPHONE CORPORATION**  
**AND**  
**TIME WARNER CABLE INFORMATION SERVICES (MASSACHUSETTS), LLC**

This Amendment (the “Amendment”) shall be deemed effective on the date approved by the Massachusetts Department of Telecommunications and Cable or otherwise allowed to go into effect by operation of law (the “Amendment Effective Date”) by and between Taconic Telephone Corporation (the “Consolidated ILEC”), a New York corporation with offices at One Taconic Place, Chatham, New York 12037, and Time Warner Cable Information Services (Massachusetts), LLC (“Charter”), a Delaware limited liability company with offices at 12405 Powerscourt Drive, St. Louis, Missouri 63131. The Consolidated ILEC and Charter may be hereinafter referred to individually as a “Party” and collectively as the “Parties.” This Amendment covers only the services addressed herein that Consolidated ILEC and Charter provide in their operating territories in the state of Massachusetts.

**RECITALS**

**WHEREAS**, Consolidated ILEC and Charter are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the “Act”), effective May 28, 2020 (the “Agreement”);

**WHEREAS**, Consolidated Communications Holdings, Inc. (“CCHI”) and Condor Holdings LLC (“Condor”) have entered into an agreement for the indirect transfer of control of

CCHI's incumbent local exchange companies (the "Consolidated ILECs") to Condor (the "Transaction"), for which they are seeking the requisite governmental approvals;

**WHEREAS**, Charter intervened in proceedings before several state commissions regarding the Transaction;

**WHEREAS**, Consolidated ILEC and Charter have reached a mutually agreeable settlement of Charter's concerns regarding the Transaction; and

**NOW, THEREFORE**, in consideration of the foregoing, and the promises and the mutual covenants set forth below, the Parties hereby amend the Agreement as follows:

**Sec. I. Term of Agreement:**

To the extent the original Term of the Agreement has expired as of the date of this Amendment, for a period no less than thirty-six (36) months following the closing date of the Transaction, Consolidated ILEC will not request termination or renegotiation of the Agreement.

**Sec. II. Local Number Portability ("LNP"):**

Consolidated ILEC agrees to continue to process and complete LNP post-Transaction to meet Federal Communications Commission ("FCC") LNP requirements.

**Sec. III. Wholesale Services:**

A. Consolidated ILEC will not seek to recover through wholesale service rates one-time Transaction costs.

B. Consolidated ILEC will not file an FCC forbearance petition concerning Sections 251 or 271 of the Communications Act during the first twenty-four (24) months after closing the Transaction.

**Sec. IV. Other Terms:**


A. The Agreement is amended to incorporate the terms and conditions set forth in this

Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Consolidated Tariff or a Consolidated Statement of Generally Available Terms and Conditions ("SGAT").

B. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

C. This Amendment may be executed in counterparts and each signed counterpart shall constitute an original document.

TIME WARNER CABLE INFORMATION  
SERVICES (MASSACHUSETTS), LLC  
By: Charter Communications, Inc., its  
Manager

  
\_\_\_\_\_  
Michael L. Scanlon  
VP, Circuit Operations

Dated: 8/5/2024

TACONIC TELEPHONE  
CORPORATION

\_\_\_\_\_  
Michael Shultz  
SVP, Regulatory & Public Policy

Dated: \_\_\_\_\_

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TIME WARNER CABLE INFORMATION  
SERVICES (MASSACHUSETTS), LLC  
By: Charter Communications, Inc., its  
Manager

TACONIC TELEPHONE  
CORPORATION

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Michael L. Scanlon  
VP, Circuit Operations

  
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Michael J. Shultz  
Sr. VP, Regulatory & Public Policy

Dated: \_\_\_\_\_

Dated: 8/5/24