

Attachment A to
Direct Testimony of Michael L. Scanlon
on Behalf of
Charter Fiberlink NH-CCO, LLC and
Time Warner Cable Information Services (New Hampshire), LLC
(NHPUC Docket No. DT 23-103)

Proposed Wholesale Conditions

I. Interconnection Agreements (“ICAs”)

Consolidated may not cancel or terminate a CLEC’s existing ICA for 36 months from the date the merger transaction closes. During this time, Petitioners will not request amendments except as a result of change of law. Consolidated shall permit use of each CLEC’s ICA as the starting draft for negotiating any replacement agreement.

For 36 months from the date the merger transaction closes, Consolidated will not increase prices for interconnection circuits used to carry traffic between a CLEC’s network and the network of Consolidated, regardless of whether such circuit prices are set forth in the ICA, a tariff, or a price guide (e.g., special access/local access), unless otherwise agreed by the parties.

II. Local Number Portability

For at least 36 months, Consolidated will process and complete ports post-merger so as to meet or exceed Commission and FCC porting requirements with at least the same level of quality and intervals as Consolidated did pre-Transaction.

III. Operations Support Systems/Billing Support Systems

Consolidated will use Consolidated’s existing Operations Support System (“OSS”) and Billing Support Systems (“BSS”) for at least 36 months from the date the merger transaction closes, maintaining at least the same intervals, quality of service, accuracy, and flow-through, including for local service requests associated with LNP and directory listings, and for access service requests and design layout records associated with interconnection facilities, including trunks, DS-1 and higher capacity facilities.

Before Consolidated migrates away from any systems they currently use for the preordering, ordering, maintenance, repair, billing, provisioning, or other processing of wholesale services to CLECs, it shall file a plan with the Commission detailing the migrations, i.e., a proposed schedule, the specific systems and operations involved, and the wholesale activities affected. Affected providers, like Charter-NH, shall have the opportunity to comment on the proposal. The Commission shall have the authority to hold proceedings and deny or delay the proposed migration if it finds that

the interests of providers relying on such systems, operations or services will be adversely impacted by the proposal.

Petitioners shall provide interested CLECs with training (at no cost) on the new system and the ability to test the new system during a period of 90 days before the migration. In the event that significant negative impacts to wholesale providers occur due to the migration, CLECs may seek Commission approval of payment by Petitioners of all documented costs directly related to the migration.

IV. CLEC Support Personnel/Procedures and Transaction Costs

Consolidated shall sufficiently staff their wholesale customer support centers with adequately trained personnel dedicated exclusively to wholesale operations, maintain updated escalation procedures, contact lists and account manager information and assign a single point of contact to Charter-NH to address interconnection agreements, systems, and other issues.

Consolidated shall refrain from seeking to recover through wholesale service rates various costs associated with the Transaction, as well as any transfer or rebranding of Consolidated.