

December 18, 2006

STATE OF ALABAMA,
LIMESTONE COUNTY,
CITY OF ATHENS.

The City Council of the City of Athens, Alabama, met in regular session at the Athens Police Department Court Room at 951 Hobbs Street East in the said City on December 18, 2006, at 5:30 p.m. The meeting was called to order by Councilman Harold Wales, President of the Council. Upon roll call, the following were found to be present: Councilmembers Harold Wales, Ronnie Marks, Johnny Crutcher, Milly Caudle and Jimmy Gill. Mayor Dan Williams was present and John Hamilton, the Clerk, was present and recorded the Minutes of the meeting. Jimmy Gill offered the invocation and Mayor Williams led the Pledge of Allegiance. The Chairman stated that a quorum was present and that the meeting was open for the transaction of business.

Deleted: m

The Chairman stated that the Minutes of the December 11, 2006 City Council Meeting had been submitted for approval. Councilman Crutcher moved that the reading of the Minutes be suspended and that the Minutes be approved as recorded. The motion was seconded by Councilman Gill and was unanimously carried. The Chairman stated that the Minutes of the December 11, 2006 City Council Work Session had been submitted for approval. Councilman Crutcher moved that the reading of the Minutes be suspended and that the Minutes be approved as recorded. The motion was seconded by Councilman Gill and was unanimously carried.

Gary Scroggins spoke on the proposed distribution system improvements.

Donald Finney, 608 Lucas Street, expressed concern about speeding problems on his street. Also, he said that many people don't stop at the stop sign at Lucas and Levert Street and this has caused many accidents.

Councilman Crutcher moved the adoption of the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA to reorganize the Customer Service Department in accordance with the attached organizational chart which includes 30 regular status positions and four part-time positions.

The motion was seconded by Councilman Gill and was unanimously carried.

Councilman Marks moved the adoption of the following resolution:

RESOLUTION NUMBER 2006-1003

A RESOLUTION TO CONDEMN CERTAIN REAL PROPERTY IN
CONNECTION WITH THE WIDENING OF ROY LONG ROAD

WHEREAS, the City Council of Athens, Alabama is undergoing a public improvement project for the widening of Roy Long Road;

WHEREAS, the City Council of Athens, Alabama deems it necessary and expedient to acquire certain real property in the City of Athens, Alabama in connection with that project, described more particularly in Exhibit A hereto (the "Property");

WHEREAS, it is necessary and expedient for carrying out the full powers granted to the City of

Athens, Alabama that such real property be acquired through the power of eminent domain; and

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA while in regular session on 2006 at _____ p.m. as follows:

1. Dan Williams, the Mayor of the City of Athens, and Shane Black, the City Attorney, are hereby directed and authorized to continue to take all necessary steps to acquire the Property by purchase from the owners thereof, or failing that, by process of condemnation.

ADOPTED and APPROVED this, the 18th day of December, 2006.

/s/ Harold Wales
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

/s/ Dan Williams
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ John S. Hamilton
CITY CLERK, CITY OF ATHENS, ALABAMA

ATTEST:

JOHN HAMILTON, CITY CLERK

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)

LIMESTONE COUNTY)

I, John Hamilton, City Clerk of the City of Athens, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Athens, Alabama, on the ____ day of _____, 2006.

Witness my hand and seal of office this day of _____, 2006.

John Hamilton, City Clerk/Treasurer

A part of the SE ¼ of SW ¼, Section 21, Township 3 South, Range 4 West, identified as Tract No. 11 on Project No IAR-042-000-003 In Limestone County, Alabama and being more fully described as follows:

EXHIBIT A

Parcel 1 of 1:

Commencing at a Found lion Rod; said point being on the present North Right-Of-Way line of Roy Long Road (said point offset 49.39 feet Northerly and perpendicular to the project centerline of Roy Long Road at Station 164+57.37) Thence, along said present Right-Of-Way, South 01°46'03" West 4.40 feet to the POINT OF BEGINNING; said point being on the North Right-Of-Way line of Roy Long Road (said point offset 45.00 feet Northerly and perpendicular to the project centerline of Roy Long Road at Station 164+57.70);

Thence, from said POINT OF BEGINNING, along said Right-Of-Way, South 01°39'04" West a distance of 7.58 feet to the existing North edge of pavement of said Roy Long Road (said point offset 37.44 feet Northerly and perpendicular to the project centerline of Roy Long Road at Station 164+58.28);

Thence continuing along the North pavement edge of the existing Roy Long Road along a curve to the left having an arc length of 165.41 feet, a radius of 3628.67 feet, a chord bearing of North 87°01'13" West, and a chord length of

165.39 feet to a point (said point offset 26.30 feet Northerly and perpendicular to the project centerline of Roy Long Road at Station 162+92.63);

Thence continuing along the North pavement edge of the existing Roy Long Road, North 88°52'33" West a distance of 252.06 feet to a point on the grantor's property line if extended to the north edge of pavement (said point offset 11.39 feet Northerly and perpendicular to the project centerline of Roy Long Road at Station 160+42.55);

Thence leaving the North pavement edge of the existing Roy Long Road, North 01°42'08" East and along the grantor's property line a distance of 33.61 feet to a point on the acquired RJW line (said point offset 45.00 feet Northerly and perpendicular to the project centerline of Roy Long Road at Station 160+42.41);

Thence leaving the grantor's property line, Eastwardly along the acquired RJW line, being the arc of a curve to the right, having an arc length of 248.15 feet, a radius of 2845.00 feet, a chord bearing of South 85°32'54" East and a chord length of 248.07 feet to a point (said point offset 45.00 feet Northerly and perpendicular to the project centerline of Roy Long Road at Station 162+86.63); Thence continuing along the acquired RJW line, South 83°02'59" East a distance of 134.75 feet to a point (said point offset 45.00 feet Northerly and perpendicular to the project centerline of Roy Long Road at Station 164+21.38); Thence continuing along the acquired R!W line along a curve to the left having an arc length of 35.54 feet, a radius of 2055.00 feet, a chord bearing of South 83°32'43" East, and a chord length of 35.54 feet to the POINT OF BEGINNING, containing 0.210 acres, more or less.

The motion was seconded by Councilman Gill and was unanimously carried.

Councilman Gill moved the adoption of the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA that the City of Athens Utilities Wastewater Department is authorized to submit a pre-application to the Alabama State Revolving Loan Fund for Wastewater to help finance a wastewater treatment plant upgrade project currently estimated to cost approximately \$25,000,000, and that said application shall be executed by the Department Manager as the City's authorized representative.

The motion was seconded by Councilman Marks and was unanimously carried.

Councilman Crutcher moved the adoption of the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA that the travel expenses in the following amount be approved for Electric Department personnel.

Gary Scroggins (Electric Dept.)	Electric Cities Meeting Birmingham, Alabama	\$65.76
------------------------------------	--	---------

The motion was seconded by Councilman Gill and was unanimously carried.

Councilman Marks moved the adoption of the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA to approve the attached schedule of retail electricity rates for the City of Athens Electric Department to become effective for bills rendered from meter readings taken on or after January 1, 2007.

ATHENS ELECTRIC DEPARTMENT RETAIL ELECTRICITY RATES
Effective January 1, 2007

		01/01/07 Retail Effective Rate
<u>Residential</u>	Customer	5.87
(22)	1st 2000 kWh	0.06866
(24)	Additional kWh	0.07463
<u>GSA1</u>	Customer	8.70
(40)	All kWh	0.07779
<u>GSA1 Seasonal</u>	Customer	8.70
(49)	All kWh	0.09109
	kw, 0-50	0.00000
	Additional kW	15.76
<u>GSA2</u>	Customer	8.70
(50)	1st 15,000 kWh	0.07598
	Additional kWh	0.04002
	kw, 0-50	0.00
	kW, 51-1,000	11.76
<u>GSA2 Seasonal</u>	Customer	8.70
(57)	1st 15,000 kWh	0.08928
	Additional kWh	0.04992
	kw, 0-50	0.00
	kW, 51-1,000	15.76
<u>GSA3</u>	Customer	8.70
(54)	All kWh	0.04017
(55)	kW, 0-1,000	11.13
	kW, 1,001 - 5,000	12.78

<u>GSA3 Seasonal</u> (59)	Customer	8.70
	All kWh	0.04017
	kW, 0-1,000	15.13
	kW, 1,001 - 5,000	16.78
<u>GSB</u> (56)	Customer	1,500.00
	First 620 HUD	0.03436
	Additional HUD	0.02806
	All kW	12.95
<u>GSC</u> (58)	Customer	1,500.00
	First 620 HUD	0.03437
	Additional HUD	0.02806
	All kW	12.34
<u>GSD</u> (60)	Customer	1,500.00
	All kWh	0.02757
	All kW	15.19
<u>MSB Part 1</u>	Customer	1,500.00
	First 620 HUD	0.02928
	Additional HUD	0.02390
	All kW	11.18
<u>MSB Part 2</u> (3)	Customer	1,500.00
	First 620 HUD	0.02781
	Additional HUD	0.02272
	All kW	10.61
<u>MSC</u> (8)	Customer	1,500.00
	First 620 HUD	0.02781
	Additional HUD	0.02272
	All kW	10.00
<u>MSD</u> (14)	Customer	1,500.00
	All kWh	0.02231
	All kW	12.34
<u>Outdoor Lighting</u> (72),(73),(74)	Customer	2.50
	All kWh	0.05242

<u>TRS</u>	Customer	5.87
	Onpeak kWh	0.10195
	Offpeak kWh	0.03376
<u>TGSA1</u> (37)	Customer	13.80
	Onpeak kWh	0.12983
	Offpeak kWh	0.04179
<u>TGSA1 Seasonal</u>	Customer	13.80
	Onpeak kWh	0.14313
	Offpeak kWh	0.05509
<u>TGSA2</u> (30)	Customer	13.80
	Onpeak kWh	0.05202
	Offpeak kWh	0.03238
	Onpeak kW	10.83
	Offpeak Excess kW	2.20
	DCC	0.87
<u>TGSA2 Seasonal</u>	Customer	13.80
	Onpeak kWh	0.05202
	Offpeak kWh	0.03238
	Onpeak kW	14.83
	Offpeak Excess kW	6.20
	DCC	0.87
<u>TGSA3</u>	Customer	13.80
	Onpeak kWh	0.05202
	Offpeak kWh	0.03239
	Onpeak kW	11.22
	Offpeak Excess kW	2.21
	DCC	0.87
<u>TGSA3 Seasonal</u>	Customer	13.80
	Onpeak kWh	0.05202
	Offpeak kWh	0.03239
	Onpeak kW	15.22
	Offpeak Excess kW	6.21
	DCC	0.87

<u>TGSB</u>	Customer	1,500.00
	Onpeak kWh	0.04625
	Offpeak kWh	0.02734
	Onpeak kW	12.95
	Offpeak Excess kW	2.07

<u>TGSC</u>	Customer	1,500.00
	Onpeak kWh	0.04625
	Offpeak kWh	0.02734
	Onpeak kW	12.34
	Offpeak Excess kW	1.46

<u>TGSD</u>	Customer	1,500.00
	Onpeak kWh	0.02882
	Offpeak kWh	0.02690
	Onpeak kW	15.31
	Offpeak Excess kW	2.20

<u>TMSB Part 1</u>	Customer	1,500.00
	Onpeak kWh	0.03938
	Offpeak kWh	0.02329
	Onpeak kW	11.18
	Offpeak Excess kW	1.91

<u>TMSB Part 2</u>	Customer	1,500.00
	Onpeak kWh	0.03742
	Offpeak kWh	0.02212
	Onpeak kW	10.61
	Offpeak Excess kW	1.80

<u>TMSC</u>	Customer	1,500.00
	Onpeak kWh	0.03742
	Offpeak kWh	0.02212
	Onpeak kW	10.02
	Offpeak Excess kW	1.23

<u>TMSD</u>	Customer	1,500.00
	Onpeak kWh	0.02406
	Offpeak kWh	0.02248
	Onpeak kW	12.82
	Offpeak Excess kW	1.85

The motion was seconded by Councilman Gill and was unanimously carried.

Councilman Crutcher moved the adoption of the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA to increase line item 10.18.85001 by \$1,400 to grant the purchase of one (1) floor buffing machine and one (1) commercial vacuum cleaner.

The motion was seconded by Councilman Gill and was unanimously carried.

Councilman Marks moved the adoption of the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA to increase line item 10.15.85000 by \$2,750.00 to grant the purchase of one (1) postage machine.

The motion was seconded by Councilman Crutcher and was unanimously carried.

Councilman Marks moved the adoption of the following resolution:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA to increase line item 10.15.85000 by \$625.00 to grant the purchase of one (1) Date/Time Stamp.

The motion was seconded by Councilman Crutcher and was unanimously carried.

Councilman Marks moved that they adjourn to go into Executive Session and was seconded by Councilman Gill and was unanimously carried. The City Attorney, Shane Black, gave the required statutory certification that an Executive Session was needed.

The Executive Session began at 6:05 p.m. and was closed at 7:05 p.m.

Councilman Marks moved the adoption of the following resolution:

RESOLUTION NUMBER 2006-1004

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A SETTLEMENT AGREEMENT WITH CHARTER COMMUNICATIONS**

WHEREAS, the City of Athens and Charter Communications have been involved for several years in litigation concerning the City's efforts to ensure that Charter's cable plant is safe and compliant with municipal agreements and ordinances;

WHEREAS, the City of Athens and Charter Communications have reached an agreement that resolves their differences in this litigation and provides an effective plan and strategy for ensuring compliance with all applicable safety and electrical codes; and

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA while in regular session on December ____, 2006 at _____ p.m. as follows:

1. The Mayor is authorized to enter into the Settlement Agreement attached hereto as Exhibit A, including the amendment to the "Agreement for Attachments of Cables, Amplifiers and Associated Equipment for the Distribution of Television Signals," as amended, attached as an exhibit thereto.

ADOPTED and APPROVED this, the 18th day of December, 2006.

/s/ Harold Wales
PRESIDENT, CITY COUNCIL,
CITY OF ATHENS, ALABAMA

/s/ Dan Williams
MAYOR, CITY OF ATHENS, ALABAMA

ATTEST:

/s/ John S. Hamilton
CITY CLERK, CITY OF ATHENS, ALABAMA

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
LIMESTONE COUNTY)

I, John Hamilton, City Clerk of the City of Athens, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Athens, Alabama, on the ____ day of _____, 2006.

Witness my hand and seal of office this ____ day of _____, 2006.

John Hamilton, City Clerk

SETTLEMENT AGREEMENT

This Settlement Agreement is made this __ day of _____, 2006 by and among the City of Athens, Alabama ("the City") and Falcon First Cable of the Southeast, Inc., Charter Communications Holding Company, LLC, Falcon Communications, LP and Falcon Cable Communications, LLC and any other related or affiliated entity by whatever name (collectively "Charter"). Each signatory hereto is referred to separately herein as a "Party" and collectively the signatories are referred to as "the Parties."

RECITALS

WHEREAS, the City retained Mr. Lawrence “Rusty” Monroe and Mr. Russ Bogie (collectively, the “Consultants”) to inspect Charter’s cable television system in the City; the City consequently alleged violations of the Pole Attachment Agreement by Charter and then commenced litigation against Charter based on the Consultants’ findings in a lawsuit captioned as *City of Athens v. Charter Communications, et al*, CV-03-S-2430-NE (the “Litigation”) for Charter’s alleged failure to correct the alleged violations related to the City’s electrical system; and

WHEREAS, in its defense of the Litigation, Charter has denied the City’s allegations and asserted counterclaims against the City. Charter has also filed suit against Mr. Monroe regarding negotiations between Charter and the City;

WHEREAS, Charter provides cable television and other services to residents of the City as the successor-in-interest to the Franchise Agreement originally between the City and Athens Cablevision, Inc., approved and accepted by the City on May 5, 1988 pursuant to City Ordinance No. 88-1030 (the “Franchise”), which Franchise has been transferred and renewed since its original execution; and

WHEREAS, the Parties wish to resolve and settle the disputes between them;

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises and obligations hereinafter set forth, and for good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

I. DEFINITIONS

As used herein, the following terms in this Settlement Agreement shall have the meanings as set forth below.

A. *Violations* shall mean any less than full compliance with the terms of (i) the National Electrical Safety Code, as currently amended, and/or (ii) the National Electrical Code, as currently amended, related to Charter's plant within the Athens Electric Department's ("AED") electrical system service area, including but not limited to Charter's attachments to AED poles.

B. *Make-ready request(s)* shall mean a request(s) that work be performed by the AED, a Licensee other than Charter, or another entity, in order to enable Charter to complete work relating to a Violation.

C. *Make-ready work* shall mean work performed by the AED, a Licensee other than Charter, or another entity, in order to enable Charter to complete work relating to a Violation.

D. *Licensee(s)* shall mean a business entity who has been authorized by the City of Athens and/or the AED to attach equipment, wires, and/or other items in connection with cable service to AED poles within the AED electrical system service area.

E. *Pole Attachment Agreement* shall mean that agreement entitled "Agreement for Attachments of Cables, Amplifiers and Associated Equipment for the Distribution of Television Signals," as amended, now existing between the City of Athens and Charter (as successor-in-interest to Athens TV Cable of Alabama, Inc.).

II. NO ADMISSION OF LIABILITY

The Parties acknowledge and agree that the execution of this Settlement Agreement is the result of compromise, is entered into in good faith, and shall not for any purpose be considered an admission of liability or responsibility concerning any conduct of the Parties referred to herein, and that no past or present wrongdoing on the part of any of the Parties shall be implied by such execution or actions made pursuant thereto.

III. AMENDMENT OF POLE ATTACHMENT AGREEMENT

Charter and the City do hereby agree to execute the amendment to the Pole Attachment Agreement attached hereto as Exhibit A to this Agreement. Said amendment is intended to increase Charter's rental rate for pole attachments to \$15.00 per pole per year. The City and Charter further agree that: (i) for a three (3) year period from the date of the execution of this Agreement, there will be no other change to the amount of the rental rate for pole attachments in the Pole Attachment Agreement, and (ii) that, with respect to the next four (4) annual payments to the City for pole attachment rentals pursuant to the Pole Attachment Agreement, if Charter reduces the number of AED pole attachments to a number below 16,000, Charter's annual payments to the City will nonetheless be calculated as if Charter's number of pole attachments was 16,000.

IV. COMPLIANCE PROJECT

A. General.

1. Charter will participate in a Compliance Project administered by the AED. The Compliance Project is designed to ensure a safe environment for utility workers and the public by eliminating any violations of the National Electrical Safety Code, as currently amended, and/or the National Electrical Code, as amended, related

to Charter's plant within the AED electrical system service area, including but not limited to Charter's attachments to AED poles. The AED will require and make its best efforts that other Licensees participate in the Compliance Project, but Charter's participation in the Compliance Project does not depend on other Licensees' participation in the Compliance Project. The City acknowledges that certain parts of the Compliance Project may be hindered or delayed where other applicable Licensees do not participate in the Compliance Project.

2. Project Manager.

a. The AED will retain the services of Gary McQuown, a third party, to serve as Project Manager of the Compliance Project. The Project Manager will supervise all aspects of the Compliance Project, and will perform the duties discussed herein. The Project Manager will answer to and serve at the will of the Manager of the AED.

b. If, for whatever reason, McQuown does not serve as Project Manager, then the AED shall select another person to serve as Project Manager. Charter may provide input with respect to AED's selection, but that input shall not be binding upon AED. In that event, the Project Manager will not be the employee, agent, and/or partner of the Consultants, the owner of any business in

which the Consultants have an ownership interest or any person who has assisted the City in the prosecution of the Litigation.

3. **Initiation of Compliance Project.** The Compliance Project will initiate after the execution of this Agreement by the City and Charter.

B. Phase One

1. **General.** As described more fully herein, during Phase One of the Compliance Project, Charter shall have the opportunity to itself cure any and all Violations within a specified portion of the AED electrical system service area and within a particular time period. The Project Manager will supervise any make-ready work, and will resolve any issues concerning Charter's responsibility for Violations.
2. **Phase One Initial Meeting.** The City will initiate Phase One by scheduling and holding a Phase One Initial Meeting at the AED business offices in Athens, Alabama. Charter representative(s) will attend the Phase One Initial Meeting. The City will provide Charter with written notice of the Phase One Initial Meeting no less than fourteen (14) days prior to such meeting. At the Phase One Initial Meeting, the AED and Project Manager will provide Charter with a map(s) depicting the AED service area and electrical system, in which the AED has divided the service area by a grid into different areas. At the Phase One Initial Meeting, the

AED and Project Manager will designate a particular area on the map(s) that will designate the geographic area to be addressed in this Phase One of the Compliance Project (the “Target Area”).

3. Phase One Report.

- a. Within thirty (30) days after the Initial Meeting, or upon such later time as the Project Manager approves, Charter will provide the Project Manager with a written document (referred to herein as a “Phase One Report”), setting forth and identifying (i) all Violations within the Target Area as determined by Charter, (ii) a time schedule and plan for Charter’s correction of all such Violations that Charter contends are attributable to Charter (the “Schedule”), (iii) any make-ready requests necessary in order for Charter to correct the Violations listed in Section IV(B)(3)(a)(i), above, and (iv) information as described in Section IV(B)(5)(a), below.
- b. The Schedule set forth in the Phase One Report and described in Section IV(B)(3)(a)(ii), above, shall be completed within four (4) months from the date of the Phase One Initial Meeting, and shall not be for a longer time unless approved by the Project Manager for good cause shown.

- c. Charter may proceed to implement its Schedule and plan to correct all of the Violations that Charter contends are attributable to Charter within the Target Area at any time after the Initial Meeting.
4. **Make-Ready Requests.** The Project Manager will review the make-ready requests identified in the Phase One Report and described in Section IV(B)(3)(a)(iii). The Project Manager shall approve Charter's make-ready requests where make-ready work is needed so that Charter can correct a Violation. The Project Manager will determine the estimated cost associated with the make-ready requests, and Charter will pay said costs in advance within thirty (30) days of notice by the Project Manager. The Project Manager will then coordinate the work required by the make-ready requests. If advance payment is made by Charter and work has not commenced within ninety (90) days thereafter and proceeded diligently to completion, then Charter's advance payment will be returned to Charter, but the Project Manager may still require Charter to make the advance payment before the actual commencement of the work. If, upon completion of the make-ready work, the costs associated with such work exceed the costs paid by Charter in advance, then Charter will pay the difference within thirty (30) days of the direction of the Project Manager. If, upon completion of the make-ready work, the costs associated with

such work are less than the costs paid by Charter in advance, then the Project Manager will cause the difference to be refunded to Charter. Upon the completion of make-ready work involving a particular Violation, Charter shall proceed to perform any work necessary in order to correct Violation involving the pole(s). Charter shall complete any such work, and shall provide written notice of such work to the Project Manager, within thirty (30) days after the Project Manager gives Charter written notice of the completion of the make-ready work.

5. **Responsibility for Violations as Between Multiple Entities.**

- a. With respect to each and every Violation(s) within the Target Area where Charter contends that (i) an entity (or entities) other than Charter or (ii) Charter and another entity (or entities) are responsible for a Violation(s), and where the responsibility for the Violation(s) and the cost to correct the Violation(s) cannot be resolved by the agreement of the parties that Charter contends are responsible for the Violation(s), Charter shall identify in the Phase One Report, with specificity, any and all such Violation(s) and the parties it believes are responsible for the Violation(s).
- b. The Project Manager, after receipt and review of the Phase One Report, shall determine whether Charter, or any other

entity, bears part or all of the responsibility for the Violation(s), and whether Charter bears all or part of the cost of remedying the Violation. The Project Manager shall then determine what work should be conducted to remedy the Violation, and who shall perform said work. These determinations by the Project Manager shall be final. With respect to correcting any such Violation(s), the Project Manager shall do any or both of the following, and in any order, as the Project Manager deems necessary to address the Violation:

- (i) If the Project Manager determines that the Violation is all or partially the responsibility of Charter, and that all or part of the required work to cure the Violation can be conducted by Charter, then the Project Manager shall require Charter to perform such work, and shall provide Charter with written notice to that effect. Charter shall bear the expense of performing said work, and shall perform such work (and provide the Project Manager with written notice that such work has been completed) within thirty (30) days of the written notice, or within such longer time as may be approved by the Project Manager.

- (ii) If the Project Manager determines that the Violation is all or partially the responsibility of Charter, and that all or part of the required work to cure the Violation must be performed by another party pursuant to a make-ready request, the Project Manager shall supervise and coordinate the performance of such work. The Project Manager will determine the estimated cost associated with the make-ready work, and Charter will pay a proportion of such costs (as determined by the Project Manager in conjunction with Charter's degree of responsibility for the Violation) in advance within thirty (30) days of notice by the Project Manager. The Project Manager will then coordinate the make-ready work. If, upon completion of the make-ready work, the costs associated with such work exceed the costs paid by Charter in advance, then Charter will pay the difference within thirty (30) days of the direction of the Project Manager. If, upon completion of the make-ready work, the costs associated with such work are less than the costs paid by Charter in advance, then the Project Manager will cause the

difference to be returned to Charter. Upon the completion of the make-ready work, the Project Manager may proceed as set forth in Section IV(B)(5)(b)(1), above.

- c. In making this determination, the Project Manager may perform a visual examination of the Violation(s) in question. In that event, Charter representative(s) and the representative(s) of other affected parties may participate in the visual examination with the Project Manager, and the Project Manager shall provide the affected parties with no less than ten (10) days notice of the time and date of the visual inspection. If all representatives are unable to participate in the visual inspection at the time and date selected by the Project Manager, then a mutually satisfactory date and time shall be selected by the representatives, but the visual inspection shall not occur later than ten (10) days from the date originally selected by the Project Manager (unless the Project Manager agrees otherwise).

- 6. **Phase One End Report.** Within ten (10) days of the end of the Schedule, Charter shall provide the Project Manager with a Phase One End Report setting forth and describing all work that has been performed by Charter and others in connection with the Violations

within the Target Area that were identified in Charter's Phase One Report. The Phase One End Report shall also list all of the Violations that have not yet been addressed due to the procedures set forth in Section IV(B)(4) and Section IV(B)(5).

C. Phase Two

1. **General.** As described more fully herein, during Phase Two of the Compliance Project, the Project Manager shall perform a visual inspection of the Target Area, and determine whether there are any remaining and/or existing Violations in the Target Area that are Charter's responsibility. If so, then the Project Manager shall determine what work will be required to correct the Violations and shall supervise the performance of such work as described herein.
2. **Phase Two Notice.** No less than fourteen (14) days after the completion of the Schedule, the Project Manager shall issue a written Phase Two Notice. The Phase Two Notice shall (i) state that Phase Two of the Compliance Project in the specified Target Area has commenced, and (ii) set forth dates and times that the Project Manager will conduct a visual inspection of Charter's facilities, lines, system, and equipment in the Target Area (said dates and times shall be no less than ten (10) days from the date of the Project Manager's issuance of the Phase Two Notice).

- 3. Visual Inspection by Project Manager.** The Project Manager will conduct a visual inspection of Charter's facilities, lines, system, and equipment in the Target Area to determine whether there are any remaining and/or existing Violations in the Target Area. A Charter representative(s), as well as a representative(s) of any other entity that has attachments of the AED poles in the Target Area, may accompany and address the Project Manager as the visual inspection takes place. If all representatives are unable to participate in the visual inspection at the time and date selected by the Project Manager, then a mutually satisfactory date and time shall be selected by the representatives, but the visual inspection shall not occur later than ten (10) days from the date originally selected by the Project Manager (unless the Project Manager agrees otherwise).
- 4. Finding and Remedy of Violation.** Upon the Project Manager's finding that there is a Violation(s), the Project Manager shall determine whether Charter, or any other entity, bears part or all of the responsibility for the Violation(s), and whether Charter bears all or part of the cost of remedying the Violation. The Project Manager shall then determine what work should be conducted to remedy the Violation, and who shall perform said work. These determinations by the Project Manager shall be final. With respect to correcting any such Violation(s), the Project Manager shall do

any or both of the following, and in any order, as the Project Manager deems necessary to address the Violation:

- a. If the Project Manager determines that the Violation is all or partially the responsibility of Charter, and that all or part of the required work to cure the Violation can be conducted by Charter, then the Project Manager shall require Charter to perform such work, and shall provide Charter with written notice to that effect. Charter shall bear the expense of performing said work, and shall perform such work (and provide written notice that such work has been completed to the Project Manager) within thirty (30) days of the written notice, or within such longer time as may be approved by the Project Manager.
- b. If the Project Manager determines that the Violation is all or partially the responsibility of Charter, and that all or part of the required work to cure the Violation must be performed by another party pursuant to a make-ready request, the Project Manager shall supervise and coordinate the performance of such work. The Project Manager will determine the estimated cost associated with the make-ready requests, and Charter will pay a proportion of such costs (as determined by the Project Manager in conjunction with Charter's degree of responsibility for the Violation) in

advance within thirty (30) days of notice by the Project Manager. The Project Manager will then coordinate the work required by the make-ready requests. If advance payment is made by Charter and work has not commenced within ninety (90) days thereafter and proceeded diligently to completion, then Charter's advance payment will be returned to Charter, but the Project Manager may still require Charter to make the advance payment before the actual commencement of the work. If, upon completion of the make-ready work, the costs associated with such work exceed the costs paid by Charter in advance, then Charter will pay the difference within thirty (30) days of the direction of the Project Manager. If, upon completion of the make-ready work, the costs associated with such work are less than the costs paid by Charter in advance, then the Project Manager will cause the difference to be returned to Charter. Upon the completion of the make-ready work, the Project Manager may proceed as set forth in Section IV(C)(4)(a), above.

5. **Verification of Correction of Violations.** After the time permitted to perform any work to correct the Violation(s), as discussed in Section IV(C), has elapsed, the Project Manager may accept photographic evidence submitted by Charter to verify that

any and all such Violations have been corrected. If he elects to do so, the Project Manager may also verify such correction by a visual inspection of some or all of the sites of the Violations that he previously identified. If those Violations have not been corrected by Charter, then the Project Manager may repeat this Phase II process or take other action authorized in this Section IV.

D. REPEATING PHASE ONE AND TWO THROUGHOUT THE AED ELECTRICAL SYSTEM SERVICE AREA

1. Upon the completion of the Schedule in Phase One with respect to a particular Target Area, or at such other and later time at the election of the Project Manager, the Project Manager may initiate Phase One of the Compliance Project with respect to a different Target Area within the AED electrical system service area, as selected by the AED and the Project Manager. This process shall continue until Phase One and Phase Two have taken place with respect to all areas within the AED electrical system service area.
2. Once Phase One and Phase Two have taken place with respect to all each and every area within the AED electrical system service area, the Compliance Project described in this Agreement shall be completed.

E. Dispute Resolution and Default

1. Failure to Comply with a Directive to Perform Certain Work. If the AED believes that Charter has failed to timely comply with a directive to perform certain work pursuant to this Compliance

Project, then the AED shall notify Charter in writing, stating with reasonable specificity the nature of the alleged default. Charter shall have twenty-one (21) days from the receipt of the notice to: (i) respond to the AED, contesting the City's assertion that a default has occurred, (ii) cure the default, (iii) notify the City that Charter cannot cure the default within the twenty-one (21) days, because of the nature of the default. If Charter denies that a default has occurred, then the Project Manager shall decide whether or not there has been a default, and if so, whether the provisions in Section IV(E)(2) shall apply or whether a cure period shall be allowed pursuant to this section. If Charter claims that it cannot cure the default within the twenty-one (21) days, then the Project Manager may allow Charter a certain time period to cure the default (and the Project Manager may thereafter extend any cure period, from time to time, as he deems necessary). Charter shall promptly take all reasonable steps to cure the default within that time period and notify the Project Manager in writing and in detail as to the exact steps that will be taken. The cure mechanism provided by this Section shall not be used in a manner which chronically frustrates the progress of the Compliance Project.

2. If (i) Charter does not cure an alleged default (related to the failure to timely comply with a directive to perform certain work per this Compliance Project) within the cure period as discussed in Section

IV(E)(1), or (ii) Charter fails to perform any other obligation pursuant to this Compliance Project, then with respect to each default, Charter shall pay to the City upon written demand the following amounts as liquidated damages:

- a. Not more than \$250.00 for any failure to make monetary payments when due pursuant to this Section IV, which may be assessed per day, as calculated from the due date, if the owed sum has not been paid;
 - b. Not more than \$250.00 per day for any failure to timely comply with the direction to perform work pursuant to this Section IV, as calculated from the end of any deadline or cure period (if a cure period is applicable); and
 - c. Not more than \$250.00 for any other failure or default pursuant to Section IV, which may be assessed per day, as calculated from the due date, if there the obligation remains unperformed by Charter.
3. The City acknowledges that it is not the City's intention to subject Charter to penalties or liquidated damages for isolated violations of Section IV of this Agreement where the violation was a good faith error that resulted in no or minimal negative impact, but rather that

this Section IV(E) is intended to ensure Charter's good faith and diligent compliance with all time deadlines and requirements of the Compliance Project.

4. If any dispute, controversy, or claim arises between the Parties relating to the enforcement of this Section IV, including but not limited to any determination by the Project Manager, the Parties do hereby agree that said dispute shall be submitted to binding arbitration in Athens, Alabama. The arbitrator shall be mutually selected by the parties, or if the parties cannot agree upon the identity of an arbitrator, then the parties agree that the arbitrator shall be selected by the Circuit Court of Limestone County, Alabama. In rendering its decision, the arbitrator shall be empowered, among other things, to order injunctive relief in order to cause the correction of any Violation. Judgment on the arbitrator's award and ruling may be entered by any court of competent jurisdiction.

F. MISCELLANEOUS.

1. **Cost of Project Manager.** The fees and costs associated with the services of the Project Manager shall be borne, in part, by Charter. With respect to Phase One, Charter shall pay for the Project Manager's fees and costs as they relate to: (i) a proportionate share of the Project Manager's fees, as determined by the AED, related to the Initial Meeting as compared to the number of other

Licensees participating in the Initial Meeting, (ii) the Project Manager's activities related to Charter's Phase One Report, (iii) the Project Manager's approval and coordination of any make-ready requests related to Charter's Phase One Report or Charter's work activity during the Compliance Project, and (iv) the Project Manager's determinations pursuant to Section IV(B)(5), to the extent that the Project Manager determines that a Violation(s) is (are) the responsibility of Charter. With respect to Phase Two, Charter shall pay for those portions of the fees and costs associated with the Project Manager's activities that involve Violations that the Project Manager attributes to Charter. Except as otherwise stated herein, Charter will pay these expenses within thirty (30) days of written notice by the AED. AED may charge Charter for these fees/expenses upon AED's receipt of invoices from the Project Manager.

2. **Emergency Conditions.** The Compliance Project shall in no way relieve, delay, postpone, or prevent any party from immediately correcting, remedying, and curing any condition within the AED electrical system service area that has imminent, immediate, or substantial potential of causing harm to person or property.
3. Throughout the Compliance Project, the AED will use its best efforts to investigate and determine compliance with the National Electrical Safety Code in a reasonable and nondiscriminatory

manner. This requirement for compliance is not intended to alter any provision of the National Electrical Safety Code, such as Rules 010., 200., 013. (including Rule 013.B.2), and 400. of the National Electrical Safety Code.

4. **Pole Attachment Agreement.** Other than as specifically set forth in Section III, this Agreement does not modify, limit, restrict, waive, or abrogate any of the terms or provisions of the Pole Attachment Agreement, and the Pole Attachment Agreement remains in full force and effect, nor does this Agreement prevent the amendment of the Pole Attachment Agreement in the future.
5. **No Waiver.** The Compliance Project shall in no way waive, alter, or abrogate the City's right and/or ability to at any time request, demand, and/or compel Charter and any other Licensee to refrain or cure Violations, or to comply with any other law, ordinance, rule, regulation, or requirement.
6. **Standards Used by Project Manager In Determining Responsibility as between Multiple Entities.**
 - a. Where the Project Manager makes a determination regarding whether an entity (or more than one entity) is responsible for a Violation, the Project Manager shall utilize the following standards with respect to each Violation:

- (i) With respect to a Violation related to a AED pole, where there are two or more pole attachments on a pole and a particular Violation relates to only one of them such that there would still be a Violation attributable to that one pole attachment even in the absence of another, then the Violation is the responsibility of the entity with the one pole attachment.
- (ii) With respect to a Violation related to a AED pole, where there are two or more pole attachments and both contribute to the same Violation such that there would be no Violation in the absence of the other, the attachment that is the highest on the pole will be deemed as the last attachment to be affixed to the pole, unless it can specifically shown otherwise. In such case, if, in the absence of the higher pole attachment there would be no Violation, then the Violation is deemed the responsibility of the entity with the higher pole attachment, rather than any other pole attachment.
- (iii) If a Licensee is deemed in Violation pursuant to these standards, then that Licensee will be assumed

to have made the attachment in Violation unless the Licensee can prove otherwise.

(iv) With respect to a Violation related to a AED pole, if there is more than one Licensee with a Violation on a pole, after the application of the above principles, and the Violation necessitates make ready work to the AED pole that will resolve or address both Violations, then the cost of the make ready work should be borne equally by both Licensees.

b. If cases where the Project Manager deems that a particular situation is not addressed by these standards, or that the use of these standards yields conflicting results, the Project Manager is not bound to apply these standards to his/her determination.

7. **Utility Contractor.** If any make-ready request involves work to be performed by the AED, the AED may elect to retain a third-party utility contractor to perform the make-ready work. The fees, costs, and expenses associated with any such utility contractor shall be borne by Charter to the same extent as if the AED had undertaken the make-ready work.

8. No part of this Section IV shall be interpreted to be inconsistent with any part of the City's agreement with BellSouth Corporation.

9. **Notifications.** All notifications required by this Section IV shall be in writing. Any Charter notification to the City shall be issued by regular and by certified mail to the following:
Manager,
City of Athens Electric Department
P.O. Box 1089
Athens, AL 35612

The Project Manager
(at an address to be provided by the AED to Charter upon the selection of the Project Manager)

Any City notification to Charter shall be issued by regular and certified mail to the following:

Charter

V. RELEASE OF CLAIMS

A. For the consideration set forth in this Settlement Agreement, the City and its present and former employees, agents, representatives, officers, directors, shareholders, owners, partners, members, sole proprietors, associates, independent contractors, subcontractors, elected officials, parents, subsidiaries, related entities, predecessors, heirs, successors, personal representatives, executors, administrators assigns, insurers and attorneys, and each of them, including the Athens Electric Department (“AED”) hereby remise, release and forever discharge Charter, and its present and former employees, agents, representatives, officers, directors, shareholders, owners, partners, independent contractors, subcontractors, parents, subsidiaries, related entities, predecessors, successors, assigns, insurers and attorneys, and each of them, of any and all claims, actions, causes of action, controversies, demands, damages, debts, agreements, covenants, obligations, liabilities, suits, losses, expenses, costs, attorney’s

fees, offsets, fines, penalties, and sums of money, accounts, violations, of any kind whatsoever, whether arising at law or equity, whether civil or criminal, whether judicial, quasi-judicial or administrative, whether known or unknown, whether liquidated or unliquidated, whether absolute or contingent, whether direct or indirect, whether foreseen or unforeseen, from any time preceding this Settlement Agreement up to the date of this Settlement Agreement, including but not limited to all such claims and demands that were or could have been asserted by or on behalf of the City in any court, agency, forum or proceeding (including any informal or formal proceeding involving franchise renewal), arising out of or in any way related to the Franchise, the cable television, Internet access, and/or other services provided by, and the cable television system, equipment and physical plant (including, but not limited to all wiring and electronic components) of, Charter. This release shall apply to any accounts receivable for make ready work performed by AED up until the date of the release. This release does not cover conduct that occurs after the date of this Settlement Agreement and is subject to the reservation in sub-paragraph "B" (below).

B. Notwithstanding this Settlement Agreement between Charter and the City, the City reserves all claims involving Violations against Charter existing at the time of the execution of this Settlement Agreement, but agrees to address said Violations as set forth in Section IV of this Agreement.

C. Except for Charter's claims against the City's Consultants as set forth in (D), below, in exchange for the consideration set forth in this Settlement Agreement, Charter, and its present and former employees, agents, representatives, officers, directors, shareholders, owners, partners, independent contractors, subcontractors, parents,

subsidiaries, related entities, predecessors, successors, assigns, insurers and attorneys, and each of them, hereby remise, release and forever discharge the City, and its present and former employees, agents, representatives, officers, directors, shareholders, owners, partners, members, sole proprietors, associates, independent contractors, subcontractors, elected officials, parents, subsidiaries, related entities, predecessors, heirs, successors, personal representatives, executors, administrators, assigns, insurers and attorneys, and each of them, of any and all claims, actions, causes of action, controversies, demands, damages, debts, agreements, covenants, obligations, liabilities, suits, losses, expenses, costs, attorney's fees, offsets, fines, penalties, and sums of money, accounts, violations, of any kind whatsoever, whether arising at law or equity, whether civil, whether quasi-judicial or administrative, whether known or unknown, whether liquidated or unliquidated, whether absolute or contingent, whether direct or indirect, whether foreseen or unforeseen, from any time preceding this Settlement Agreement up to the date of this Settlement Agreement, including but not limited to all such claims and demands that were or could have been asserted by or on behalf of Charter in the Litigation (specifically the withdrawal of \$39,000 in the security fund and the approximately \$500,000 spent addressing the compliance issues raised by the City), or in any other court, agency, forum or proceeding, arising out of or in any way related to the Franchise, the City's actions in response to the request for consent to the Charter Acquisition, the Consultant's inspections and evaluation of the cable television services, and/or the cable television system, equipment and physical plant (including, but not limited to, all wiring and electronic components) of Charter in the City and the County of Limestone.

D. Notwithstanding this Settlement Agreement between Charter and the City, Charter reserves all current and future claims against the City's Consultants, Rusty Monroe, Russ Bogie, and their firm, Monroe Telecom Associates, LLC, and any predecessor, successor or related entity, including but not limited to those claims pending in the Litigation.

VI. DISMISSAL OF CASE

The parties shall terminate with prejudice their claims and counter-claims against one another pending in the Litigation.

VII. WIRELINE LAW REPEAL

The City will repeal Local Law No. 99-1321, known and cited as the Wireline Telecommunications System Ordinance within thirty (30) days of this Agreement. Nothing contained herein shall prevent the City from adopting the National Electric Code (NEC) or the National Electrical Safety Code (NESC) within the City's jurisdiction, which the City represents shall be adopted as part of the above process of repealing the Wireline Ordinance.

VIII. REPRESENTATIONS AND WARRANTIES

A. Charter Representations and Warranties

Charter hereby represents and warrants that at the time of the execution of this Settlement Agreement: (a) Charter is validly existing, and in good standing under the laws of the jurisdiction in which they are organized; (b) the execution and delivery of, and performance by Charter under this Settlement Agreement are within Charter's power and authority without the joinder or consent of any other party (except any make ready required of third-parties) and have been duly authorized by all requisite corporate actions on the part of Charter and is not in contravention of either company's charter, bylaws

and/or other organizational documents; and (c) the execution and delivery of this Settlement Agreement does not contravene, result in a breach of, or constitute a default under, any contract or agreement to which Charter is a party or by which Charter or any of their properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both), and does not violate or contravene any law, order, decree, rule, regulation, or restriction to which Charter is subject.

B. The City's Representations and Warranties

The City hereby represents and warrants that at the time of the execution of this Settlement Agreement: (a) it is validly existing, and in good standing under the laws of the jurisdiction in which it is organized; (b) the execution and delivery of, and performance by the City under this Settlement Agreement is within the City's power and authority without the joinder or consent of any other party and has been duly authorized by all requisite actions on the part of the City and are not in contravention of the City's charter, bylaws and/or other organizational documents; and (c) the execution and delivery of this Settlement Agreement does not contravene, result in a breach of, or constitute a default under, any contract or agreement to which the City is a party or by which it or any of its properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both), and do not violate or contravene any law, order, decree, rule, regulation, or restriction to which the City is subject.

IX. AUTHORIZATION TO EXECUTE SETTLEMENT AND RELEASE

Each person who executes this Settlement Agreement on behalf of a corporation, partnership, joint venture, unincorporated association or any other entity, if any, represents and warrants to each party hereto that he or she has the authority of the shareholders or members of said entity to do so, and agrees to hold harmless each other party from any claim that such authority did not exist.

X. BINDING EFFECT

This Settlement Agreement will inure to the benefit of and be binding upon the parties and respective successors and assigns. The Parties for themselves and their respective successors, assigns and legatees agree to join in or execute any instruments and to do any other act or thing necessary or proper to carry into effect this or any part of this Settlement Agreement.

XI. ENTIRE AGREEMENT

This Settlement Agreement and the Exhibits referred to herein and attached hereto sets forth the entire agreement and understanding of the parties on the subject matter hereof, and supersedes all prior written or oral agreements, arrangements and understandings between the parties other than the Franchise and the Pole Attachment Agreement, as amended. There are no representations, warranties, promises, covenants or undertakings, oral or written, other than those expressly herein set forth. The Terms of this Settlement Agreement are contractual and not a mere recital. The Recitals of this Settlement Agreement are considered a material part hereof.

XII. SEVERABILITY

In the event that any provision of this Settlement Agreement conflicts with any applicable law, such conflict shall not affect the other provisions hereof that can be given effect without the conflicting provision, and to this end, the provisions hereof are declared to be severable.

XIII. MODIFICATION, AMENDMENT AND WAIVER

This Settlement Agreement may not be modified, amended, waived or discharged except by an instrument in writing and signed by the City and Charter. No waiver of any breach, violation or default hereof shall be construed as a waiver of any subsequent breach, violation or default hereof.

XIV. LEGAL COUNSEL

By voluntarily executing this Settlement Agreement, the Parties' representatives confirm that (1) they have had this Settlement Agreement fully explained to them by their attorneys, (2) the Parties' representatives have relied upon their own judgment, and (3) the Parties' representatives confirm their competence to understand the Settlement Agreement and hereby accept the terms of the Settlement Agreement as resolving fully all differences, disputes and claims within its scope.

XV. PARTICIPATION IN DRAFTING

The Parties acknowledge that each of them has had the opportunity to contribute to the drafting of this Settlement Agreement, and, as a consequence,

that the Settlement Agreement should not be construed for or against any party to it.

XVI. GOVERNING LAW

This Settlement Agreement, and any controversies arising hereunder, shall be interpreted and adjudicated in accordance with the laws of the State of Alabama, and where applicable, federal law, including but not limited to the federal Cable Act.

XVII. CONSTRUCTION

As used in this Settlement Agreement, the singular shall include the plural, and vice versa, the conjunctive shall include the disjunctive and vice versa, and the masculine shall include the feminine and vice versa, so as to increase wherever possible the scope of this Settlement Agreement.

XVIII. COUNTERPARTS

This Settlement Agreement may be executed in several counterparts, and all such counterparts so executed shall together be deemed to constitute one final Settlement Agreement, as if signed by all parties hereto, and each such counterpart shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement

as follows, as of the dates indicated below:

THE CITY OF ATHENS, ALABAMA

Dated: _____
By: _____
Name: _____
Its: _____

STATE OF _____ :
COUNTY OF _____ :

I, the undersigned Notary Public in and for the said County, in the said State, do hereby certify that _____, as _____ of **the City of Athens**, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Settlement Agreement, as representative and with full authority, executed the same voluntary for and as the act of said entity.

Given under my hand and official, notarial seal on this _____ day of _____, 2006.

[AFFIX SEAL]

NOTARY PUBLIC
My Commission Expires: _____

**Charter Communications Holding Company,
LLC**

Dated: By: _____

Name: _____

Its: _____

STATE OF _____ :
COUNTY OF _____ :

I, the undersigned Notary Public in and for the said County, in the said State, do hereby certify that _____, as _____ of **Charter Communications Holding Company, L.L.C.**, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Settlement Agreement, as representative and with full authority, executed the same voluntary for and as the act of said entity.

Given under my hand and official, notarial seal on this _____ day of _____, 2006.

[AFFIX SEAL]

NOTARY PUBLIC
My Commission Expires: _____

Falcon First Cable of the Southeast, Inc.

Dated: By: _____

Name: _____

Its: _____

STATE OF _____ :
COUNTY OF _____ :

I, the undersigned Notary Public in and for the said County, in the said State, do hereby certify that _____, as _____ of **Falcon First Cable of the Southeast, Inc.**, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Settlement Agreement, as representative and with full authority, executed the same voluntary for and as the act of said entity.

Given under my hand and official, notarial seal on this _____ day of _____, 2006.

[AFFIX SEAL]

NOTARY PUBLIC
My Commission Expires: _____

Falcon Communications, L.P.

Dated: By: _____

Name: _____

Its: _____

STATE OF _____ :
COUNTY OF _____ :

I, the undersigned Notary Public in and for the said County, in the said State, do hereby certify that _____, as _____ of **Falcon Communications, L.P.**, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Settlement Agreement, as representative and with full authority, executed the same voluntary for and as the act of said entity.

Given under my hand and official, notarial seal on this _____ day of _____, 2006.

[AFFIX SEAL]

NOTARY PUBLIC
My Commission Expires: _____

Falcon Communications, L.L.C.

Dated:

By: _____

Name: _____

Its: _____

STATE OF _____ :
COUNTY OF _____ :

I, the undersigned Notary Public in and for the said County, in the said State, do hereby certify that _____, as _____ of **Falcon Communications, L.L.C.**, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Agreement, as representative and with full authority, executed the same voluntary for and as the act of said entity.

Given under my hand and official, notarial seal on this _____ day of _____, 2006.

[AFFIX SEAL]

NOTARY PUBLIC
My Commission Expires: _____

AMENDMENT TO AGREEMENT FOR ATTACHMENTS OF CABLES, AMPLIFIERS, AND ASSOCIATED EQUIPMENT FOR THE DISTRIBUTION OF TELEVISION SIGNALS

WHEREAS, on June 15, 1965, the City of Athens, Alabama (the "City") and Athens TV Cable of Alabama, Inc. entered into an "Agreement for Attachments of Cables, Amplifiers, and Associated Equipment for the Distribution of Television Signals" (the "Agreement");

WHEREAS, Falcon First Cable of the Southeast, Inc. d/b/a Charter Communications ("Charter") is a successor-in-interest to Athens TV Cable of Alabama, Inc.; and

WHEREAS, the City and Charter desire to amend the Agreement so that the rental rate for pole attachments set forth therein is increased to \$15.00 per pole per year; and

THEREFORE the City, referred to in the Agreement as Licensor, and Charter, referred to in the Agreement as Licensee, do hereby amend the first sentence of Paragraph Six of the Agreement so that the first sentence of Paragraph Six shall read as follows:

"Licensee shall pay to the Licensor, for attachments made to poles under this agreement, a rental at the rate of \$15.00 per pole per year."

The City and Charter do not amend any other sentence, term or provision in Paragraph Six, or in any other part, of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as follows, as of the dates indicated below:

THE CITY OF ATHENS, ALABAMA

Dated:

By: _____

Name: _____

Its: _____

**FALCON FIRST CABLE OF THE SOUTHEAST, INC.
D/B/A CHARTER COMMUNICATIONS**

Dated:

By: _____

Name: _____

Its: _____

The motion was seconded by Councilman Crutcher and was unanimously carried.

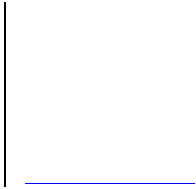
* * *

There being no further business to come before the meeting, the same was, upon motion by Councilman Crutcher and second by Councilman Gill, duly and properly adjourned.

/s/ Harold Wales
PRESIDENT, CITY COUNCIL

ATTEST:

/s/ John S. Hamilton
CITY CLERK



← --- **Formatted:** Left

← --- **Formatted:** Left, Tabs: 1.03", Left