

RESOLUTION 08-49

**A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN
TO APPROVE A SETTLEMENT AND RELEASE AGREEMENT
FROM CHARTER COMMUNICATIONS**

WHEREAS, a recent audit discovered that from the period of time of January 1st, 2001 to December 31st, 2006 that Charter Communications had underpaid the City of Spring Hill, Tennessee the sum of \$90,772.00 for certain franchise fees.

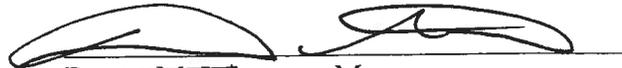
WHEREAS, Charter Communications has agreed to pay the City of Spring Hill, Tennessee such sum and in return requests to be released from all past claims for the franchise fees for the above reflected audit period.

WHEREAS, the Mayor of Spring Hill, Tennessee is hereby authorized to negotiate favorable terms and sign the Settlement and Release Agreement with Charter Communications.

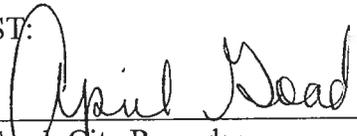
WHEREAS, based upon the prior agreement with the auditor the City will receive one-half of the \$90,772.00, along with the correct current monthly payments due from Charter Communications.

NOW, THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee that the settlement amount of \$90,772.00 from Charter Communications be hereby accepted and the Mayor be authorized to settle this claim.

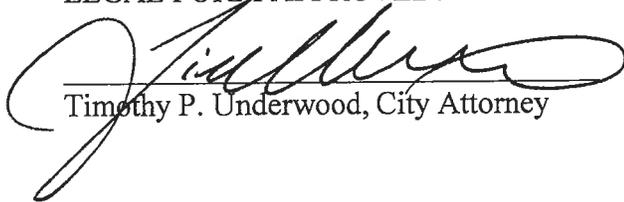
Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill,
Tennessee on this 17th day of November, 2008.



Danny M. LeVerette, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Timothy P. Underwood, City Attorney



October 14, 2008

Mr. John McCord
City Manager
PO Box 789
Spring Hill, TN 37174

Dear Mr. McCord:

We have received and reviewed your letter dated February 22, 2008, in which you provide the results of your recent audit and make a demand for certain fees due. Based upon our own internal review, we agree to provide payment of \$90,772.00 as final settlement of the audit period of January 1, 2001 through December 31, 2006 as outlined in your letter.

We attach a current form settlement agreement to be executed in order to close this matter and draw up payment.

Please let me know if you have any further questions. I look forward to the return of the executed agreement and finalizing this matter. As always, we appreciate the opportunity to serve the residents of Spring Hill.

Very truly yours,

A handwritten signature in black ink that reads 'Nick Pavlis'.

Nick Pavlis
State Director of Government Relations

Enclosures

cc: John C. Howell

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Settlement Agreement") is made this 4th day of August, 2008, by and among Spring Hill, TN ("City") and Rifkin Acquisition Partners locally known as Charter Communications ("Charter") (collectively referred to herein as "the Parties").

RECITALS

WHEREAS, Charter operates a cable system in the City and pays franchise fees pursuant to a franchise agreement between the parties (the "Franchise");

WHEREAS, the City conducted an audit of the franchise fee payments made by Charter for the period from January 1, 2001 to December 31, 2006 (the "Audit Period") and concluded that Charter underpaid franchise fees for the Audit Period.

WHEREAS, Charter agrees to submit payment to the City in the amount of ninety thousand seven hundred seventy two (\$90,772.00) to forever settle past claims on franchise fees due the City for the Audit Period;

WHEREAS, the City and Charter now desire to conclude, settle, release and discharge once and forever, all rights, claims, causes of actions, liabilities, disputes and demands relating to the City's past claims on franchise fees due the City;

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 to this Settlement Agreement hereto agree as follows:

AGREEMENT

1. SETTLEMENT AMOUNT

The City and Charter have agreed that Charter shall submit payment to the City in the amount of ninety thousand seven hundred seventy two (\$90,772.00) in full settlement of past claims on franchise fees for the Audit Period. Charter agrees to pay this amount

to the City within forty-five (45) days after receipt of the executed Settlement Agreement from the City. It is expressly understood and agreed that the Settlement Amount represents full and complete satisfaction and compromise of any and all claims, actions, causes of action, controversies, demands, damages, debts, agreements, obligations, liabilities, interest, liens, expenses, costs, attorney's fees and demands of any kind or nature, known or unknown, arising out of or in any way related to the City's past claims on franchise fees due the City during the Audit Period. It is understood and agreed by the City and Charter that nothing herein shall be deemed to be an admission of liability by Charter with respect to the matter of this Settlement Agreement. Furthermore, the failure of Charter to dispute some or all of the findings of this franchise fee audit shall not be taken or held to be a waiver of Charter's right to dispute any or all of the findings of franchise fee audits subsequent to the Audit Period. Additionally, notwithstanding any other provision of this Settlement Agreement, the Parties hereby acknowledge and agree that any franchise fee payment made pursuant to the Franchise may be recovered by Charter from subscribers in accordance with applicable law and that such funds may be included as line items on subscriber bills consistent with FCC regulations at Charter's discretion.

2. RELEASE OF CLAIMS

For the consideration set forth in this Settlement Agreement, the City does hereby release and forever discharge Charter, and its parents, subsidiaries, related affiliates and their respective officers, directors, shareholders, owners, partners, employees, agents, contractors, representatives, predecessors, successors, assigns, insurers and attorneys, and each of them, from any and all claims, demands, actions, causes of action, liabilities, obligations, losses, accounts, debts, damages, judgments, costs, interest, expenses, attorney's fees and demands of any kind or nature, known or unknown, arising out of or in any way related to the City's past claims on franchise fees due the City during the Audit Period. Furthermore, the City expressly agrees that this settlement, and/or the events leading up to it, including the dispute with respect to the payment of franchise fees

during the Audit Period, may not be used in any way in any subsequent judicial or administrative proceeding against Charter other than to enforce the terms of this Settlement Agreement.

3. VOLUNTARY AGREEMENT

This Settlement Agreement is freely and voluntarily given by each party, without any duress or coercion, and after each party has consulted with its counsel. Each party has carefully and completely read all of the terms and provisions of this Settlement Agreement.

4. AUTHORITY AND BINDING EFFECT

City and Charter represent and warrant to the other that each has the legal right, power and authority to enter into this Settlement Agreement and to perform its obligations hereunder. This Settlement Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns. The parties for themselves and their respective successors and assigns 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.

5. ENTIRE AGREEMENT

This Settlement Agreement sets forth the entire agreement between the City and Charter relating to the subject matter of this Settlement Agreement.

GOVERNING LAW

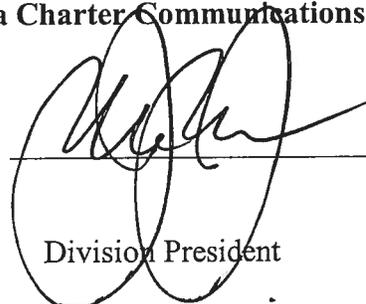
This Settlement Agreement, and any controversies arising hereunder, shall be interpreted and adjudicated in accordance with applicable federal law and the laws of the State of Tennessee, whose courts shall have exclusive jurisdiction thereof.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as their free and voluntary acts and deeds, effective as of the date first above written.

Spring Hill, TN

Rifkin Acquisition Partners,
I/k/a Charter Communications

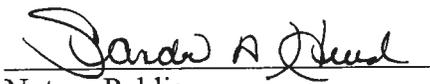
By: 
Mayor Spring Hill

By: 
Division President

Newton Connecticut

Sworn before me in the City of ~~Spring Hill~~, State of ~~Tennessee~~ this 6th day of October, 2008.

My Commission Expires: 1/31/2012


Notary Public

Sandra A. Hurd
NOTARY PUBLIC
State of Connecticut
My Commission Expires 1/31/2012

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during the Audit Period, may not be used in any way in any subsequent judicial or administrative proceeding against Charter other than to enforce the terms of this Settlement Agreement.

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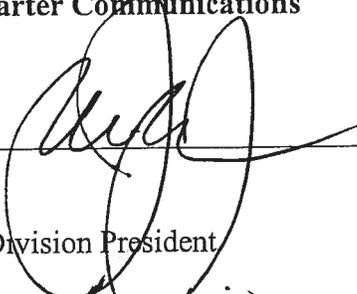
IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as their free and voluntary acts and deeds, effective as of the date first above written.

Spring Hill, TN

Rifkin Acquisition Partners,
I/k/a Charter Communications

By: 

MAYOR Spring Hill

By: 

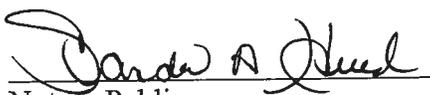
Division President

Newtown

Connecticut

Sworn before me in the City of ~~Spring Hill~~, State of ~~Tennessee~~ this 6th day of October, 2008.

My Commission Expires: 1/31/2012


Notary Public

Sandra A. H.
NOTARY PUBLIC
State of Connecticut
My Commission Expires 1/31/2012

**The Howell Group, LLC. dba
Telecommunications Consulting Associates
Service Agreement**

The City of Spring Hill, Tennessee (Local Franchising Authority, LFA) hereby agrees to hire Telecommunications Consulting Associates (TCA) for the purposes set forth below in the attached letter and incorporated herein.

Scope of Work-Included in my Scope of Work are the following activities:

- Review the enabling ordinance, if one exists, and existing franchise agreement(s) with Charter Communications and any other mutually selected cable companies.
- I will conduct a franchise fee audit of Charter and any other mutually selected cable company for six (6) years, unless prohibited by the City's franchise agreement. Once the fee audit is completed, the data will be presented in spreadsheet form and will detail any payment discrepancies and penalties.
- I will draft all correspondence to Charter and any other mutually selected cable company for you to place on your letterhead. This correspondence will detail the findings and make demand for any restitution, including a Settlement Agreement.
- After this work is complete, I will draft a Summary Report detailing all of my findings.

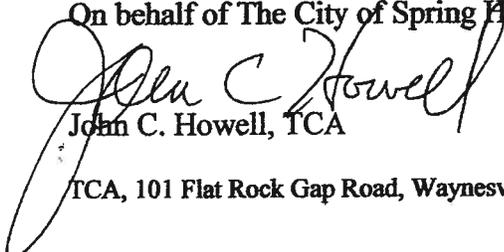
Financial Audit Fee: This audit Scope of Work will be billed at 50% of any funds that are recovered by the LFA as a result of our audit up to \$100,000 and 25% of any funds recovered in excess of \$100,000. This audit scope of work is delineated in a letter from John Howell, which is attached hereto and incorporated by reference.

Coding Audit Fee: This audit Scope of Work will be billed at 10% of any past franchise fee funds that are recovered by the City as a result of address coding errors.

Payment to TCA of the Percentage Compensation shall be due 20 days following LFA's receipt of any monies recovered either as settlement, refund, credit, trade out, service in kind or as an award from the franchised cable operator.

 DATE 12/3/2007

On behalf of The City of Spring Hill, Tennessee


John C. Howell, TCA

DATE November 29, 2007

TCA, 101 Flat Rock Gap Road, Waynesville, NC 28785 (PHONE) 828-627-8415 (FAX) 828-627-8505