

Exhibit 8

**Excerpt of
Exhibit 27 to the West Kentucky Deposition**

CLIENT'S COPY

ROBBINS & ROBBINS

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March 18, 2011

Mr. Bruce Gluckman
Mediacom Communications Corporation
100 Crystal Run Road
Middletown, NY 10941

Re: West Kentucky Rural Electric Cooperative
Corporation Pole Attachment Agreement

Dear Mr. Gluckman:

Our firm represents West Kentucky Rural Electric Cooperative Corporation (WKRECC) and I am writing regarding the pole attachment Agreement dated January 1, 1990 we have with your company, Mediacom Communications Corporation. This letter is a follow-up to the email sent to you on February 4, 2011 by David Smart, CEO of WKRECC. I understand that soon after you discussed this matter with Mr. Smart, Mediacom did pay \$291,950 for the contractual amount owed for 2010 and we appreciate your assistance in getting that payment made.

However, we now need to make arrangements to receive rental payments for the pole attachments that were not paid from 2005 – 2009 in accordance with the Agreement previously sent to you as well as for the 2,446 unreported pole attachments recently discovered.

Accordingly, we propose that Mediacom pay the unpaid balance of the contractual amount which totals \$157,372.24 in full within 60 days and that the rental payments of \$147,034.62 for the 2,446 unreported attachments be paid based on the following 5 year formula:

- Twenty percent (20%) of the unreported attachments billed for at the 2006 South Central Bell rate of \$16.35 (489 attachments times \$16.35 = \$7,995.15)
- Forty percent (40%) of the unreported attachments billed for at the 2007 South Central Bell rate of \$16.81 (978 attachments times \$16.81 = \$16,440.18)

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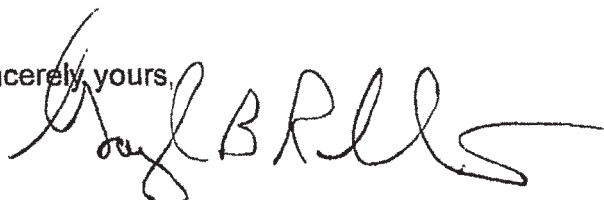
- Sixty percent (60%) of the unreported attachments billed for at the 2008 South Central Bell rate of \$17.53 (1,468 attachments times \$17.53 = \$25,734.04)
- Eighty percent (80%) of the unreported attachments billed for at the 2009 South Central Bell rate of \$18.25 (1,957 attachments times \$18.25 = \$35,715.25)
- One Hundred percent (100%) of the unreported attachments billed for at the 2010 South Central Bell rate of \$25.00 (2,446 attachments times \$25.00 = \$61,150.00)

A calculation sheet of the rates and our proposal is attached. We are willing to allow Mediacom to pay the amount of \$147,034.62 in two installments of \$73,517.31 each to be included on the next two semi-annual invoices for pole attachment charges from WKRECC beginning with the invoice for the period July 1 – December 31, 2011.

Of course, we would also request written confirmation that Mediacom will abide by the contractual terms hereafter beginning in 2011 on all poles.

Please review and advise.

Sincerely yours,



ROBBINS & ROBBINS

GR:jmn

Enclosure

cc: Mr. David Smart, CEO
West Kentucky Rural Electric Cooperative Corporation
PO Box 589
Mayfield, KY 42066

Proposed Mediacom Settlement Agreement

THIS AGREEMENT made and entered into this ____ day of March, 2011, by and between the Mediacom Communications Corporation; 100 Crystal Run Road; Middletown, NY 10941 and West Kentucky Rural Electric Cooperative Corporation; 1218 West Broadway; Mayfield, KY 42066.

WITNESSETH:

WHEREAS, West Kentucky Rural Electric Cooperative Corporation is an electric distribution cooperative corporation formed under the laws of the State of Kentucky with a business mailing address of 1218 West Broadway; Mayfield, KY 42066.

WHEREAS, Mediacom is a communications company formed under the laws of the State of New York with a business mailing address of 100 Crystal Run Road; Middletown, NY 10941

WHEREAS, West Kentucky Rural Electric Cooperative Corporation and Mediacom Communications Corporation currently have a pole attachment and rental Agreement dated the 1st day of January 1990 in which West Kentucky Rural Electric Cooperative Corporation is the Licensor and Mediacom Communications Corporation is the Licensee

WHEREAS, the rental rate as set forth in Section 8 of this Agreement "may be adjusted annually, in accordance with attachment fee paid Licensor by the South Central Bell Telephone Company"

WHEREAS, Mediacom refused to pay the attachment fee paid Licensor by the South Central Bell Telephone Company beginning with the bi-annual invoice dated February 4, 2004.

WHEREAS, Section 1 of the contract states that "Before making attachment to any pole or poles of Licensor, Licensee shall make application and receive a permit therefore from the Licensor

WHEREAS, West Kentucky RECC billed Mediacom for 11,678 attachments in 2010

WHEREAS, a pole attachment count was requested and completed by the parties in 2010 and said count revealed that instead of the 11,678 attachments that were billed for, there were actually 14,124

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter mentioned, to be performed by the parties hereto, and payment hereinafter agreed to be made, it is mutually agreed as follows:

1. Mediacom Communications Company agrees to reimburse West Kentucky Rural Electric Cooperative Corporation \$157,372.24, which is the difference between

the rate that was actually paid and the rate that should have been paid per attachment based on Section 8 of the current attachment Agreement beginning with the 2004 invoices and ending with the 2009 invoices. A copy of the calculation is included and made part of this Agreement as Appendix A.

2. Mediacom Communications Company agrees to pay and West Kentucky Rural Electric Cooperative Corporation agrees to accept restitution for the 2,446 unreported attachments using the following five year formula:

- Twenty percent (20%) of the unreported attachments billed for at the 2006 South Central Bell rate of \$16.35 (489 attachments times \$16.35) ²⁰⁰⁷
- Forty percent (40%) of the unreported attachments billed for at the ~~2006~~ South Central Bell rate of \$16.81 (978 attachments times \$16.81) ²⁰⁰⁸
- Sixty percent (60%) of the unreported attachments billed for at the ~~2006~~ South Central Bell rate of \$17.53 (1,468 attachments times \$17.53) ²⁰⁰⁹
- Eighty percent (80%) of the unreported attachments billed for at the ~~2006~~ South Central Bell rate of \$18.25 (1,957 attachments times \$18.25)
- One Hundred percent (100%) of the unreported attachments billed for at the ~~2006~~ ²⁰¹⁰ South Central Bell rate of \$25.00 (2,446 attachments times \$25.00)

The total amount for unreported attachments based upon this formula is \$147,034.62. A copy of the calculation is included and made part of this Agreement as Appendix A.

3. Mediacom Communications Company will abide by Section 1 of the current attachment Agreement in the future.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

West Kentucky RECC

Mediacom Communications Co.

By: _____

By: _____

Title: _____

Title: _____