

## NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATIONS

Notice is hereby given to the taxpayers of the Town of Westville, LaPorte County, Indiana, that the legal officers will consider the following additional appropriations in excess of the budget for the current year at a meeting to take place at 100 Setser Drive, Westville, IN 46391, at 6:30 PM on April 08, 2025

Fund Name:	<u>LOCAL ROAD AND STREETS</u>	<u>Amount</u>
<i>Major Budget Classification:</i>		
40000 Capital Outlays		<u>103,000.00</u>
Total for LOCAL ROAD AND STREETS Fund: \$		<u><u>103,000.00</u></u>

Taxpayers appearing at the meeting shall have a right to be heard. The additional appropriation as finally made will be referred to the Department of Local Government Finance (DLGF). The DLGF will make a written determination as to the sufficiency of funds to support the appropriation made within fifteen (15) days of receipt of a Certified Copy of the action taken.

Dated this 14th day of March, 2025

Lori Hunt, Westville Clerk-Treasurer

WESTVILLE TOWN COUNCIL  
APRIL 08, 2025  
PUBLIC HEARING  
100 SETSER DRIVE  
6:30 P.M.

AGENDA

ADDITIONAL APPROPRIATION ORDINANCE

# WESTVILLE TOWN COUNCIL

APRIL 08, 2025  
MINUTES OF MEETING

The Westville Town Council held a public hearing at the Westville Town Complex Community Room, 100 Setser Drive at 6:30 p.m. Present: Michael Albert, Olga Pothorski, Leann Deal, William McMahon, George Watkins, Lori Hunt; Clerk-Treasurer.

Michael Albert asked if there was any public comment regarding Ordinance 2025-2, an Additional Appropriation Ordinance for Local Roads and Streets. There was no public comment.

Michael Albert closed the hearing at 6:31 p.m. by a unanimous roll call of the council.

I, Lori Hunt, attest that these minutes are true and accurate.

Lori Hunt

WM  
OP <sup>ks</sup> sd  
GW

WESTVILLE TOWN COUNCIL  
APRIL 08, 2025  
100 SETSER DRIVE  
7:00 P.M.

AGENDA

PLEDGE OF ALLEGIANCE

TITLE VI/ADA DISCLOSURE

APPROVAL OF MINUTES

APPROVAL OF CLAIMS

UTILITIES

MCO REPORT

NEW DURHAM ESTATES AGREEMENT

STREETS

DEPARTMENT HEAD REPORT

PARKS

RYAN BOOTS

POLICE

DEPARTMENT HEAD REPORT

FINANCE

ADDITIONAL APPROPRIATION ORDINANCE 2025-2

MISCELLANEOUS

WVFD ACTIVITY REPORT

MEDIACOM CONTRACT

CITIZENS COMMENTS

ANY OTHER MATTERS WHICH PROPERLY COME BEFORE THE COUNCIL

ADJOURNMENT

# **WESTVILLE TOWN COUNCIL**

APRIL 08, 2025  
MINUTES OF MEETING

The regular meeting of the Westville Town Council was held at the Westville Town Complex Community Room, 100 Setser Drive at 7:00 p.m. Present: Michael Albert, Olga Pothorski, Leann Deal, Bill McMahon, George Watkins, Lori Hunt- Clerk-Treasurer, Town Attorney, Doug Beige.

The Pledge of Allegiance was recited.

Michael Albert stated that ADA/Title VI grievance forms and a voluntary public involvement survey are available for anyone interested.

A motion was made by Michael Albert to approve minutes of the March, 2025 meeting. George Watkins, second. Roll Call: McMahon, yes; Watkins, yes; Deal, yes; Pothorski, yes; Albert, yes.

A motion was made by Michael Albert to approve claims for the month of March, 2025. George Watkins, second. Roll Call: McMahon, yes; Watkins, yes; Deal, yes; Pothorski, yes; Albert, yes.

## **UTILITIES**

Michael Albert gave a summary of the MCO report in Nathan Howell's absence for March. It is attached.

Michael Albert reminded everyone about the agreement with New Durham Estates that was discussed at previous meetings. He reported that South Coast Conservancy District is interested in selling their water main from the McDonald's area up to the booster station at BP gas station. Michael Albert stated that South Coast has not voted on the sale as of yet, but their board meeting is coming up soon. He reported that a Memorandum of Understanding with New Durham Estates has been drafted by the Town Attorney. He also stated that the South Coast water main will cost \$500,000.00, New Durham Estates will pay a tap-in fee of \$380,000.00 and the Town will only have to pay \$120,000.00 (from water operating) for about a mile of water main. Michael Albert made a motion, pending South Coast voting yes, that Mike has permission to sign all documents related to this agreement and/or the sale of everything involved. Town Attorney Doug Beige reported that he has drafted everything and sent it to South Coast's attorney and is awaiting reply. Olga Pothorski, second. Roll Call: McMahon, yes; Watkins, yes; Deal, yes; Pothorski, yes; Albert, yes.

## **STREETS**

There was nothing to report in Streets.

## **PARKS**

Olga Pothorski reported that Ryan Boots was in attendance to ask permission for the car show on Friday nights at Prairie Meadow Park (PMP). Ryan stated that they will only be using PMP on Friday nights. They are going to try and hold a fund raiser this summer, but nothing concrete has been planned yet. Olga asked if there would be food trucks at the car show and Ryan stated that he hasn't contacted the vendor that

## **PARKS (CON'T)**

was interested. Olga also reminded Ryan that he will need to come to council every year for approval to hold the car shows at PMP. Olga Pothorski made a motion to allow the car show group to use PMP on Friday nights from May through October. William McMahon, second. Roll Call: McMahon, yes; Watkins, yes; Deal, yes; Pothorski, yes; Albert, yes. However, the council decided to not allow food trucks at the car show as to not compete against the little league concession stand.

## **POLICE DEPARTMENT**

Marshal McKinney reported monthly stats. Marshal McKinney reported that there was some damage to the F150. Matt was chasing after somebody and was trying to catch up with them and another driver pulled out in front of Matt in the round-a-bout at 421 and 6 and Matt had to swerve off into the ditch to avoid hitting the other driver. Marshal McKinney is getting estimates and Clerk-Treasurer Lori Hunt will submit them to insurance.

## **FINANCE**

Michael Albert read Ordinance 2025-2, Additional Appropriation Ordinance in its entirety (public hearing held at 6:30 this same evening). Michael Albert made a motion to approve Ordinance 2025-2 on first reading. Olga Pothorski, second. Roll Call: McMahon, yes; Watkins, yes; Deal, yes; Pothorski, yes; Albert, yes. Michael Albert made a motion to suspend the rules and adopt Ordinance 2025-2. Olga Pothorski, second. Roll Call: McMahon, yes; Watkins, yes; Deal, yes; Pothorski, yes; Albert, yes.

## **MISCELLANEOUS**

There was no one in attendance from the WVFD.

Michael Albert made a motion to approve the rental contract with Mediacom in regards to their hub on Town property. Olga Pothorski, second. Roll Call: McMahon, yes; Watkins, yes; Deal, yes; Pothorski, yes; Albert, yes.

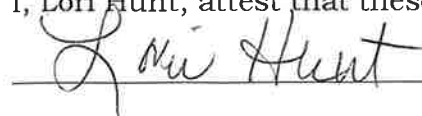
## **CITIZENS COMMENTS**

Ryan Boots asked when the old water tower would be coming down and Michael Albert thought it wouldn't be until next year.



## **ANY OTHER MATTERS THAT COME BEFORE THE COUNCIL**

A motion to adjourn was made by Michael Albert at 7:25 pm. Olga Pothorski, second. Motion carried.

I, Lori Hunt, attest that these minutes are true and accurate.

  
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**Town of Westville**  
**March 2025 Monthly Report of Operations**  
**Prepared By: Nathan Howell**  
**April 8, 2025**

**WATER**

**New Items**

1. We continue to work with Bowen and McMahon on design and planning of the new water plant and water main project. A 16-inch HDPE watermain has been 90% installed from the WCC to Valparaiso Street. The land acquisition for the new wells is proceeding. McMahon has finished 30% of the design for the water plant.
2. We will clean up some of the past problems with shut-offs along Flynn Road. We should have shut-offs for all services, instead of shared shut-offs. We are also locating shut-offs which cannot be found, or are known to have problems. We will try to get them repaired, found or replaced this summer.
3. We are having the old generator from the WWTP moved to the water plant as a backup. It was used as a backup at the WCC Lift Station, so it has a cord on it. The existing generator is 25 years old and is quite expensive to maintain.
4. We spoke with Lori regarding the hydrant meter for bulk water users. We need to update the policy.

**Old Items**

1. GIS – Little has been added. We are compiling more data, including the backflow prevention devices to include in the database. Aaron Flowers will be spearheading the GIS program.

**WASTEWATER**

**New Items**

1. The manhole and sanitary sewer cleaning will hopefully begin in the Spring.
2. We had issues with the controls at the New Durham Lift Station. It is now operating normally.
3. The Nash Finch Lift Station control panel has been replaced. A new starter still needs to be installed. The new flow meter will be started up when GAI can get to it.
4. There was a system wide power outage on March 29, 2025. All the lift stations and the water plant were without power. All the generators worked as designed. The Dollar General Warehouse Station was pumped down using the portable pump. We are looking to get a generator for that site. Without the bypass pumping, the station would have overflowed on the ground.

**Old Items**

1. There is still an issue with the mapping system at Fieldstone Subdivision. The sanitary sewer locations on the atlas were wrong on two streets. We found three manholes, which two are buried very deep, and there may

be severe conflicts with fences in the rear lots. We will contact a contractor to assist with this. We had M.E. Simpson on site to assist in locating services and shut-off valves. We have found nearly half of the valves which could not be found. We are trying to find a contractor who will bring the manhole lids to grade.

2. We were involved with the sewer connection to the duplex built on Flynn Road across from the grocery store- No further progress has been made.
3. The Coulter Road force main will need to be replaced. We have several ideas for this.
4. The WWTP Improvements are about 99% complete. Everything is operational except for the effluent reuse system. The new diesel-powered backup pump at the WCC Lift Station has been installed. The new generator has been delivered, and the temporary one will be moved to the water plant as a backup.
5. We met with Bowen on site to look at the upgrade to the Westville Estates Lift Station. We are going to have McMahon draw up a site plan. We need to install a manhole for a valve vault and flow meter prior to upgrading the pumps. The estimate for this is approximately \$34,000.



## Town of Westville - Operational Summary for the Wastewater Treatment Plant

### Influent

2025	Total Gallons	Flow			BOD		TSS		Ammonia		Phosphorus	
		Max. Daily	Min. Daily	Monthly Avg.	mg/l	#'s	mg/l	#'s	mg/l	#'s	mg/l	#'s
January	22,115,400	865,900	102,900	713,400	47.4	290	85.9	498	11.5	68.4	2.7	16.1
February	19,622,400	800,700	628,700	700,800	51	299	103	608	13.8	80.6	3.03	19
March												
April												
May												
June												
July												
August												
September												
October												
November												
December												

### Effluent

2025	Total Gallons	Flow			BOD		TSS		Phosphorus		Ammonia	
		Max. Daily	Min. Daily	Monthly Avg.	Monthly Avg.	% Removed	Monthly Avg.	% Removed	mg/l	% Removed	mg/l	% Removed
January	23,672,000	1,058,700	645,800	763,600	2	95.8	4.7	94.5	.322	88	.02	99.8
February	19,375,000	792,900	620,600	692,000	2	96.1	4.8	95.4	.43	89.3	.02	99.9
March												
April												
May												
June												
July												
August												
September												
October												
November												
December												

## Town of Westville – Operational Summary for the Water Treatment Plant

Month Ending	Total Monthly Flow	Maximum Daily Flow	Minimum Daily Flow	Average Daily Flow	Chlorine Usage (lbs.)	Fluoride Usage (lbs.)
01/31/25	5,915,800	356,900	83,000	188,300	82.8	
02/28/25	5,395,800	340,800	78,700	192,700	82.2	
03/31/25	5,896,600	272,800	122,700	192,500	83.8	
04/30/25						
05/31/25						
06/30/25						
07/31/25						
08/31/25						
09/30/25						
10/31/25						
11/30/25						
12/31/25						



*Laura Beard*  
*Associate I, Business Operations*

March 19, 2025

Town of Westville, Indiana  
353 W Main Street  
Westville, IN 46391

Regarding: Lease with Mediacom Indiana LLC

To Whom It May Concern,

I am enclosing two original sets of signed Lease Documents and Memorandum of Agreement for your counter signature. Please note that the Memorandum of Agreement, which is included with the Lease Agreement, will need to be notarized. Upon signature, keep one set of documents for your files and return the other set of original, notarized documents to my attention, using the pre-addressed, postage paid envelope included.

Mediacom appreciates the positive relationship we have with you and wishes to continue this relationship in the future. Please reach out to me at 309-743-4406 with any questions.

Respectfully,

A handwritten signature in black ink that reads "Laura Beard". The signature is written in a cursive, flowing style.

Laura Beard

Enclosures

ADDITIONAL APPROPRIATION ORDINANCE 2025-2


Whereas, it has been determined that it is now necessary to appropriate more money than was originally appropriated in the 2025 annual budget; now, therefore:

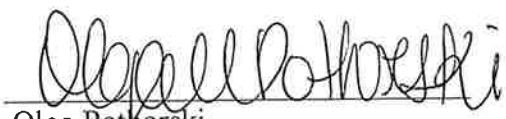
Sec 1. Be it ordained by the Town Council of the Town of Westville, Laporte County, Indiana, for the expenses of the taxing unit the following additional sum(s) of money are hereby appropriated out of the funds named and for the purposes specified, subject to laws governing the same:

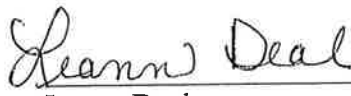
Fund Name: 2202 Local Road and Streets	<u>Amount Requested</u>	<u>Amount Approved</u>
Major Budget Classification	<u>\$103,000.00</u>	<u>\$103,000.00</u>
40000 Capital Outlays		
Total Local Road and Streets	<u>\$103,000.00</u>	<u>\$103,000.00</u>

\*\*\*\*\*

Adopted this 8<sup>th</sup> day of April, 2025.


  
\_\_\_\_\_  
Michael Albert

  
\_\_\_\_\_  
Olga Potorski

  
\_\_\_\_\_  
Leann Deal

  
\_\_\_\_\_  
George Watkins

  
\_\_\_\_\_  
William McMahon

Attest:  
  
\_\_\_\_\_  
Lori Hunt, IAMC  
Clerk-Treasurer

## LEASE AGREEMENT

**THIS AGREEMENT (“Agreement”)** made this 12th day of March 2025, between the **Town of Westville, Indiana** (“Lessor”) and **Mediacom Indiana LLC**, a Delaware Limited Liability Company (“Lessee”).

WHEREAS, Lessee is authorized to construct and operate communications systems throughout the United States;

WHEREAS, Lessor controls and maintains the property located in Westville, Indiana, as described in “Exhibit A” (“Property”); and

WHEREAS, Lessor desires to Lease the Property, as described in Exhibit A, to the Lessee; and

WHEREAS, Lessee desires to use the Leased Property for the purposes of constructing, operating, maintaining, repairing, replacing, relocating and removing equipment (the “Facilities”). Such Facilities may include, without limitation, earth stations, towers and buildings for the housing of electronic components and related appliances, appurtenances, and fixtures, whether above or below ground, with any necessary housing for same, which may be deemed by Lessee to be necessary or desirable in connection therewith. In no event may the Leased Property, or any part thereof, be used for any unlawful purpose.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, Lessee and Lessor, intending to be legally bound, mutually agree as follows:

1. **Term.** The term of this Agreement shall be for a period of 3 years beginning on January 1, 2025 (“Original Term”). After the Term, this Agreement shall continue for successive terms of one month each until either Lessor or Lessee terminates the lease by giving the other thirty (30) days written notice of an intention to terminate or a new lease agreement is executed. Notwithstanding the foregoing, Lessee may terminate this Agreement at any time during the Original Term or any Renewal Term, by giving prior written notice of at least ninety (90) days. Should this Agreement be terminated early, Lessee shall have no further obligation to pay any additional rent, including any rent that would have otherwise been due for any portion of the remainder of the lease term.
2. **Work Performed.** All work performed by Lessee shall be performed in a proper manner in accordance with industry standards, local codes and the approved specifications. Lessee agrees to repair and replace any damage to the Property resulting from the installation, operation or removal of the Facilities. Lessee shall observe all sanitary laws and regulations applicable to the Property.
3. **Indemnification.** Lessee agrees to indemnify and hold harmless the Lessor from any and all claims, demands, damages, actions, costs, including attorneys’ fees, and charges which the Lessor or the Lessee may have to pay by reason of injury to any person or property, loss of life or property resulting from the condition or use of the Property unless such injury or loss arises directly from the sole negligence of the Lessor, or any of its agencies, officers or employees, while acting within the scope of their employment.

Notwithstanding any other provision of this Agreement, neither party hereto shall be liable to the other of any special, indirect or consequential damages or lost profits to anyone arising out of this agreement or the performance or non-performance of any activity pursuant to this agreement even if such party has been informed of the possibility of such damages.

4. **Rent.** In consideration of the Agreement, Lessee shall pay to the Lessor the yearly sum of \$1,910.47, payable annually. Rent shall be paid by January 1<sup>st</sup> each year, except for the first payment to be made under this lease shall be due within 30 days after the execution of this lease by both parties. Rent payment as follows:

Year	Annual Rental Payment
January 1, 2025 – December 31, 2025	\$1,910.47
January 1, 2026 – December 31, 2026	\$1,967.78
January 1, 2027 – December 31, 2027	\$2,026.81

In addition to the above fees, Lessee shall provide the Lessor at address 353 W Main Street, Westville, IN 46391 – Account # 8383913790022374 with the following courtesy services: Variety Cable, a level of service formerly known as Family Cable, one (1) Converter Box and one (1) Modem. The Lessor shall be responsible for pay-per-view and other costs of any additional services Lessor may want in the future. The courtesy services are only for the Lessor, during his/her lifetime, at the above addresses, are non-transferable and cannot be assigned except for instances of assignments, sales or transfers of the Property in which case the courtesy services transfer to the new owner. The courtesy services are limited to the Term of the Agreement. Notwithstanding the above, Lessee is not obligated to provide any services that it does not provide in the area where Lessor resides and Lessor is aware that programming offerings, or the equipment used to deliver the programming, may change from time to time.

5. **Easement.** Lessor hereby grants to Lessee a non-exclusive continuing Easement to use the Property and access roads shown in Exhibit B to access the Facilities for purposes which include installing, constructing, maintaining, operating, replacing, upgrading, repairing, relocating and removing, equipment and the Facilities. The Easement shall be in effect for the term of this Lease. If an access road to the Facilities is needed, Lessee shall construct and maintain such road at no expense to the Lessor. Lessor shall approve any plans to construct a road on Lessor's Property.

Upon the execution of this Agreement, Lessor shall deliver to Lessee all necessary keys and combinations to facilitate Lessee's ingress to and egress from the Property. Lessee shall be entitled to have access to the Property 24 hours a day, 7 days a week. The rights of Lessee under this Section shall be limited to authorized employees, contractors or subcontractors of Lessee, FCC inspectors or persons under their direct supervision. Notwithstanding the foregoing, Lessor accepts no responsibility for any acts or omissions committed by Lessee's employees, contractors, subcontractors or invitees.

6. **Insurance.** Lessee shall obtain and carry liability or indemnity insurance providing as a minimum, limits of \$1,000,000.00 per person (personal injury) in any one claim; \$1,000,000.00 for damage to the Property suffered or alleged to have been suffered, by any person or persons as the result of the operations conducted on the Property; and an aggregate limit of \$2,000,000.00 for any number of

persons or claims arising from any one incident with respect to bodily injuries, property damage or death resulting therefrom.

The insurance certificate provided under this paragraph shall provide that said certificate will not be subject to cancellation, termination or change except after at least 30 days' prior written notice to Lessor.

7. **Force Majeure.** Except as otherwise provided herein to the contrary, the Lessee shall be excused for the performance of its obligation to pay fees because of the non-operation of its Facilities on the Property if this is due to an act of God, fire, lock out, flood, tornado, hurricane, riot or civil commotion, earthquake, war, the failure of Facilities not belonging to the Lessee, denial of access to Facilities or rights-of-way essential to serving the Property, government order or regulation or any other circumstances beyond the reasonable control of the Lessee. However, any abatement of rent shall be limited to the reasonable period required to return the Lessee's Facilities to operation.
8. **Assignment.** This Agreement may be assigned by either party with prior written notice to the other party.
9. **Subleasing.** Lessee may sublease all or part of Lessee's Facilities that are on the Property or space on the Property with written notice to Lessor. Lessee currently subleases a portion of the Leased Property to CTI Towers Assets II, LLC.
10. **Notice.** All notices to be given in writing under this Agreement shall be deemed to be given when delivered personally to the Lessor or the Lessee, or 48 hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:  

If to the Lessor:	Town of Westville, Indiana 353 W Main Street Westville, IN 46391
If to the Lessee:	Mediacom Indiana LLC 3900 26 <sup>th</sup> Avenue Moline IL, 61265
With copies to:	Mediacom Indiana LLC One Mediacom Way Mediacom Park, NY 10918 Attn: Legal Department Email: <a href="mailto:mcc_legal@mediacomcc.com">mcc_legal@mediacomcc.com</a>
11. **Recording.** The Lessee may record this Agreement or a Memorandum of this Agreement in the public records of the County if it so desires.
12. **Waiver of Distress.** The Lessor acknowledges that the Lessee is bound by (or will be bound by) certain covenants in loan agreements with lending institutions which have provided (or will provide)

long-term debt financing to the Lessee and that such institutions have (or will have) a security interest on the Lessee's Facilities located on the Property that will be superior to any claim of the Lessor. As part of the consideration hereunder, the Lessor covenants and agrees with the Lessee that none of the Lessee's personal property, Facilities or trade fixtures shall be subject to distress for rent or liable for any lien, right or claim which the Lessor may have, either now or hereafter; and the Lessor further covenants and agrees that in the event that such lending institutions exercise their right to take possession of or remove said Facilities from the Property, the Lessor will not hinder or interfere therewith, and the Lessor consents to the taking of possession and removal of such personal property.

13. **Default.** If at any time during the period in which this Agreement is in effect, either party defaults on any obligation incurred hereunder, then this Agreement shall be subject to termination by the other party. All rights and benefits herein conferred shall be deemed forfeited, provided, however, that before any termination shall occur under this paragraph, the defaulting party shall be given written notice and be allowed 30 days from date of delivery of such notice in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then this Agreement shall remain in full force and effect.
14. **Modification of Agreement.** This Agreement shall not be modified, altered or amended, except by an "Amendment to Lease Agreement," executed by all parties to this Agreement.
15. **Binding on Heirs.** The terms, conditions and agreements made and entered into by the parties hereto are declared and agreed to be binding upon and inure to the benefit of their respective heirs, executors, administrators, successors and/or assigns.
16. **Compliance with Laws and Regulations.** The Lessee shall, at its own expense, secure and maintain throughout the term of this Agreement and until all of its Facilities and structure are removed, any and all consents and permits which may now or hereafter be required by all persons or governmental agencies, federal, state, or municipal, for or in connection with this Agreement, shall comply with all applicable laws, ordinances, rules and regulations pertaining to the placement, maintenance, operation, erection, construction, or removal of its attachments, property, apparatus and structure.
17. **Legal Fees.** If either party brings legal action for the enforcement of this Agreement then the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, including the payment for in-house counsel's time, fees and expenses plus applicable fees, together with costs incurred, including deposition costs and costs for expert witnesses.
18. **Eminent Domain.** If all or a part of the Property is taken in any proceeding by a public authority, by condemnation or otherwise, or acquired for a public or quasi-public purpose, which shall cause the Leased Property to be inadequate or unsuitable for use by the Lessee, in its usual business, either the Lessor or the Lessee shall have the option to terminate this Agreement effective on the date possession of the Property is surrendered, in which event any unearned rent paid or credited in advance shall be refunded to the Lessee. The Lessee hereby waives any claim against the Lessor for the remaining portion of the Agreement and agrees it will peacefully surrender possession to the Lessor, or to the condemning authority at or before the day of possession is required pursuant to the requirements of the condemning authority.



19. **Applicable Law.** This Agreement, and any claim, controversy or dispute arising under or related to this Agreement (whether based on contract, tort or other legal theory or cause of action,) shall be governed by and construed in accordance with the domestic laws of the state of Indiana.
20. **Property.** The Lessor covenants that the Lessor owns the Property referenced in "Exhibit A" in fee simple and has full right to make this Agreement and that the Lessee shall have peaceable possession of the Property during the term hereof. It is mutually understood and agreed upon that the Property and authority granted herein shall be subject to any easements, rights-of-way, mineral reservations or other rights upon, over, across or under the Property now outstanding with third persons. The Lessor also retains to itself, its successors or assigns, the right to use the Property for its own purposes, so long as such use does not interfere with the construction, erection, operation, repair or maintenance of the Lessee's Facilities and operations. The Lessor hereby covenants and agrees that it will not use nor will it permit its remaining Property to be used in any manner that could interfere in the Lessee's intended uses of the Property. The Lessee, upon the payment of rent herein reserved and upon performance of all material terms of this Agreement, shall at all times, during the Agreement term and during any extension or renewal thereof, peaceably and quietly enjoy the Property without any disturbance from the Lessor or from any other person claiming through the Lessor, except as may be set forth in this Agreement.
21. **Authorization.** The Lessor and the Lessee represent and warrant that each has the authority to enter into this Agreement and to be bound by its terms and all necessary action on the part of each such party has been duly taken approving the execution, delivery and performance of this Agreement.
22. **Headings.** The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
23. **Breach of Warranty.** It is agreed that if the warranty made by the Lessor in Section 20 above is breached, and it is found that the Lessor does not have the legal right to make this Agreement, the Lessee may receive damages, including, but not limited to, twice the fees already paid to the Lessor, plus administrative and constructive fees and attorneys' fees.
24. **Total Agreement.** This Agreement supersedes all previous agreements, whether written or oral, between the Lessor and the Lessee, for the use and operation of the Lessee's Facilities on Owner's real Property and there are no other provisions, terms or conditions to this Agreement except as expressed herein.
25. **Utilities.** Beginning on the date Lessee takes possession of the Property, Lessee shall make application for, obtain, pay for and be solely responsible for all utilities required, used or consumed in the Property, including, but not limited to, gas, water, (including water of domestic uses and for fire protection), telephone, electricity, sewer service, garbage collection services and any similar service. In the event that any charge for any utility supplied to the Property is not paid by Lessee to the supplier when due, the Lessor may, but shall not be required to, pay such charge for and on behalf of Lessee, with any such amount paid by Lessor being repaid by Lessee to Lessor as additional rent promptly upon demand. Additionally, if Lessor shall elect to supply any utilities to the Property, the Lessee shall pay to Lessor the cost of its utility consumption and the cost of supplying separate metering devices if necessary. Lessor agrees that the cost to Lessee of any utilities supplied by



Lessor shall not exceed the amount Lessee would have paid if it independently obtained such service from the local utility supplier to the extent that a relationship exists.

Lessor and Lessee hereby agree that Lessor shall not be liable for any interruptions or curtailment in utility services due to causes beyond its control or due to Lessor's alteration, repair or improvement of the Property.

26. **Taxes.** Lessee shall be responsible for the payment of all general real estate taxes assessed against the Property for any improvements erected on the Property by Lessee or on other personal property owned by the Lessee, whether or not such taxes, liens or other charges are levied against it or against Lessor. Lessor shall present a copy of the paid tax bill to Lessee for reimbursement within 90 days of payment by Lessor.
27. **Additional Taxes.** If Lessor is assessed additional taxes or if its present taxes are increased as a result of any value placed on Lessee's leasehold, fixtures or furnishings, or goods and services, then immediately upon demand and proof of tax increase, Lessee shall pay to Lessor the amount of said additional tax, or the amount of the increase.
28. **Failure to Enforce.** Failure of the Lessor to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment by Lessor of any of said rights or conditions and all obligations of the Lessee and rights of the Lessor shall survive the expiration or termination of this Agreement.
29. **Equipment.** It is agreed by the parties to this Agreement that title to all structures and improvements constructed, erected or placed upon the Property by the Lessee, including Facilities and trade fixtures, shall vest with the Lessee.
30. **Repairs and Maintenance.** The Lessee shall, at its own expense, make all necessary repairs and replacements to the Property and to any of the structures erected thereon by the Lessee at its expense. Such repairs and replacements, ordinary as well as extraordinary, and other structural and non-structural maintenance. The Lessee shall at times during the term of this Agreement and any extensions or renewals maintain in good safe condition any of its Facilities and improvements established on the Property. Lessor shall be responsible for grass and weed trimming.
31. **Restoration.** Upon request of Lessor, or upon Lessee's decision, said structures and improvements shall be removed by Lessee within 90 days after the expiration, cancellation or termination of this Agreement, or as soon as possible if weather or frozen ground delays the work in this paragraph. The surface of the Property shall be restored, as nearly as practicable, to the same condition as it was prior to the initial construction of structures, and any subsequent maintenance, repair and removal of the above-described Facilities. With respect to any cement foundations that were installed by Lessee, the Lessee agrees that it shall dig down one (1) foot below grade, cover with topsoil and seed. Lessee shall completely remove any cement foundations at the request of Lessor within one year of the expiration or termination of this Agreement.
32. **Lessor's Right to Property.** Lessee agrees to allow Lessor the right to use the portion of the Property not in use by the Lessee, provided such use does not interfere with Lessee's use of the

Property or the purpose or use of Lessee's tower, buildings, structures, anchors, guy wires, satellite dishes, or other Facilities.

The employees or agents of the Lessor shall have the right to enter upon the Property at all reasonable times during the term of the Agreement for inspection of the Property, and for any other activity related to its operations within the Property.

33. **Lessor Certificate.** Lessor agrees to provide at any time, within 10 days of Lessee's written request, a statement certifying that this Agreement is unmodified and in full force and effect or, if there has been modifications, stating such modifications and that such modifications are in full force and effect, whether Lessee is in default of any of its obligations hereunder, and if so, reasonable details thereof, and such other statements as may reasonably be required by the Lessee, including that Lessor has no ownership interest in or lien on Lessee's Facilities on the Property. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by any person receiving such certificate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

LESSOR Town of Westville, Indiana



Michael Albert  
Print Name

Council President  
Title

Date: 4/8/2025

LESSEE Mediacom Indiana LLC



DANIEL STUHR  
Print Name

Vice President  
Title

Date: 3-12-25

## EXHIBIT A

The **Property** is described as the following Real Estate situated in Westville, County of LaPorte, in the State of Indiana, to wit:

A part of the SW-1/4 of the NE-1/4 of Section 29, Township 36 North, Range 4 West, beginning at a point North 2-1/2 degrees West 14 rods and 8 feet from the center of said section; thence North 2-1/2 degrees East 4 chains and 20 links; thence South 89 degrees East 4 chains and 78 links; thence South 4-1/2 degrees West to the North line of land now owned by Stephen Flynn; thence West to the place of beginning. ALSO, the North 1/3 of the following tract of land being part of the SW-1/4 of the NE-1/4 of the same section, township, and range, beginning at the Southwest corner of the Depot ground of the Louisville, New Albany and Chicago Railroad; thence West 91 feet; thence North 4-1/2 degrees East 4 chains and 20 links to the Northeast corner of the tract first above described; thence South 89 degrees East 91 feet to the West line of the Depot Ground; thence South 4-1/2 degrees West 4 chains and 20 links to the place of beginning, all being situated in the Town of Westville, LaPorte County, Indiana.

LESS AND EXCEPT any portion of property acquired in Judgment in favor of CSX Transportation recorded on March 23, 2007 in Instrument No. 2007R-05755.

AND BEING a portion of the same property conveyed to Town of Westville, Indiana from Howard H. Bennett, Jr., and Alice Mary Bennett by Quit-Claim Deed dated August 19, 1961 and recorded November 16, 1961 in Deed Book 306, Page 539.

Tax Parcel No. 46-09-29-253-001.000-028

**EXHIBIT B  
(WESTVILLE, IN)**





Please remit this document to:

James McKnight  
Senior Director, Legal Affairs  
Mediacom Indiana LLC  
One Mediacom Way  
Mediacom Park, NY 10918  
(845) 443-2636

Prepared by  
James McKnight

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(Recorders Use Above This Line)

STATE OF Indiana  
COUNTY OF LaPorte

### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 19<sup>th</sup> day of MARCH, 2025, by and between **Town of Westville, Indiana**, ("Lessor"), and **Mediacom Indiana LLC**, a Delaware limited liability company, with an office at One Mediacom Way, Mediacom Park, NY 10918 ("Lessee").

1. Lessor and Lessee entered into a Lease Agreement ("Agreement") on the 19<sup>th</sup> day of MARCH, 2025, for the purpose of installing, operating and maintaining a communications facility and other improvements, pursuant to the Agreement.
2. The rental term of the Agreement is for 3 years, commencing on January 1, 2025.
3. The Property which is the subject of the Agreement is described in Exhibit A attached hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

{Signature page to follow}

LESSOR Town of Westville, Indiana,

Michael Albert

Print Name Michael Albert

Title Council President

Date: 4-8-2025

STATE OF INDIANA )  
COUNTY OF LA PORTE ) ss

On this 8 day of April, 2025, before me personally appeared Michael Albert, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Stacey L Wescher  
Print Name: Stacey L Wescher  
Notary Public in and for the State of IN

My Commission expires: Jan. 24, 2029

LESSEE Mediacom Indiana LLC

Daniel Stuhra

Print Name DANIEL STUHRA

Title VICE PRESIDENT

Date: 3-19-25

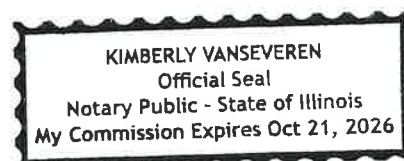
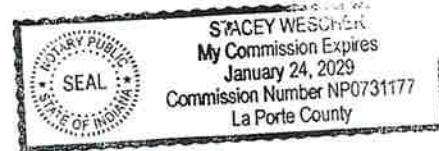
STATE OF Illinois )  
COUNTY OF Rock Island ) ss

On this 19th day of MARCH, 2025, before me, the undersigned, a Notary Public for said State, appeared Daniel Stuhra to me personally known, who being by me duly sworn, did say that he/she is the Daniel Stuhra Vice President of said Mediacom Indiana LLC; and that the said Daniel Stuhra as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company and by him voluntarily executed.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Daniel Stuhra

Kimberly VanSeveren  
Print Name: Kimberly VanSeveren  
Notary Public in and for the State of Illinois

My Commission expires: 10/21/2026



## EXHIBIT A

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Tax Parcel No. 46-09-29-253-001.000-028

EXHIBIT B  
(WESTVILLE, IN)

