

**ORDINANCE NO. 1590**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR THE ANNEXATION OF 5.81 ACRES, MORE OR LESS, OF REAL ESTATE OWNED BY BRIAN PRICE AND RHONDA PRICE, LOCATED IN THE COUNTY OF ST. CLAIR, STATE OF ILLINOIS**

WHEREAS, at least two-thirds (2/3) of the corporate authorities holding office believe it is in the best interest of the Village of Freeburg, St. Clair County, Illinois, to enter into a certain Annexation Agreement pertaining to property consisting of approximately 5.81 acres more or less as described in the Annexation Agreement attached as "Exhibit A" and commonly known as the Price property; and

WHEREAS, an Annexation Agreement has been drafted, a copy of which Agreement is attached hereto and incorporated herein as "Exhibit A;" and

WHEREAS, the Petitioners as described in the Annexation Agreement and/or the legal owner of record of the territory which is the subject of said Agreement are ready, willing and able to enter said Agreement and to perform the obligations as required thereunder; and

WHEREAS, the Village did, on the 2nd day of May, 2016, hold and conduct a public hearing pursuant to notice and statute to discuss the Annexation Agreement; and

WHEREAS, all other statutory procedures provided in Division 15.1 of Article II of the Illinois Municipal Code, as amended, for the execution of said Agreement have been fully complied with.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, COUNTY OF ST. CLAIR, STATE OF ILLINOIS, as follows:

SECTION 1: The recitals set forth above are true and accurate and incorporated herein by reference.

SECTION 2: That the Village hereby adopts and enters into the Annexation Agreement and the Village President be and he is hereby authorized and directed to execute, and the Village Clerk is directed to attest the Annexation Agreement attached hereto dated the 2nd of May, 2016 (a copy of which is attached hereto and made a part hereof as "Exhibit A).

ORDINANCE NO. 1590 cont.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees of the Village of Freeburg, Illinois, this 2nd day of May, 2016.

AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____

Vote recorded by:

\_\_\_\_\_  
Jerry Menard, Village Clerk

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois, this 2nd day of May, 2016.

\_\_\_\_\_  
Seth E. Speiser, Village President

ATTEST:

\_\_\_\_\_  
Jerry Menard, Village Clerk

Approved as to Legal Form:

\_\_\_\_\_  
Village Attorney

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Brian Price and Rhonda Price, 6367 Countryside Lane, Freeburg, Illinois, (hereinafter referred to as "Owners") and the VILLAGE OF FREEBURG ("Village"), a municipal corporation organization and existing under and by virtue of the laws of the State of Illinois by and through its Mayor and Village Trustees (collectively, "Corporate Authorities").

**RECITALS**

- A. Owners are the owner of record of certain parcels of real property situated in St. Clair County, Illinois, which are adjacent to the Village and are more particularly described in Exhibit "A," the legal description, attached hereto and made a part hereof (the "Parcel").
- B. The Parcel consists of approximately 5.81 acres and adjoins, abuts, and is contiguous to the corporate limits of the Village.
- C. The Parcel has not been annexed to any municipality and is currently situated within unincorporated St. Clair County, Illinois.
- D. The Parcel constitutes territory that is contiguous to and may be annexed to the Village, as provided under Section 7-1-1, *et seq.*, of the Illinois Municipal Code, 65 ILCS 5/7-1-1, *et seq.*
- E. Owners desire to have the Parcel annexed to the Village, on the terms and conditions provided herein and to qualify for such benefits or services as such annexation may so entitle it.
- F. The Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Parcel to the Village would further the orderly growth of the Village, enable the Village to control the development of the Parcel, and serve the best interests of the Village.
- G. Pursuant to the provisions of 65 ILCS 5/11-15.1-1, *et seq.*, a proposed Annexation Agreement, in substance and form the same as this Agreement, was submitted to the Corporate Authorities and a public hearing was held on \_\_\_\_\_ pursuant to notice, all as provided by statute and the ordinances of the Village.
- H. Any fire protection district, library district and other entity or person entitled to notice prior to annexation of the Parcel to the Village have been given notice thereof by the Village as required by law.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and in compliance with ordinances, codes, and regulations of the Village in effect as of the date of this Agreement, or as may hereinafter be enacted, subsequently, the Parties hereto hereby agree as follows:

1. **Statutory Authority.** The Parties hereto enter into this Agreement pursuant to and in accordance with the provisions of 65 ILCS 5/11-15.1-1, *et seq.*

2. **Annexation.**

- a) Concurrent with this Agreement, Owners have filed with the Village Clerk a Petition for Annexation of the Parcel to the Village, conditioned on the terms and provisions of this Agreement, which petition has been prepared, executed and filed in accordance with 65 ILCS 5/7-1-8, and the ordinances and other requirements of the Village. A copy of said Petition is attached hereto and made a part hereof as Exhibit "B."
- b) Owners have filed with the Village Clerk a Plat of Annexation which contains an accurate map of the Parcel, illustrated with the zoning district(s) Owners are seeking as a condition of annexation, which is attached hereto and made a part hereof as Exhibit "C" ("Annexation Plat").
- c) Subject to the terms of this Agreement, the Corporate Authorities shall hereinafter enact an ordinance annexing the Parcel to the Village ("Annexation Ordinance") which ordinance shall attach the Annexation Plat.

3. **Rezoning.** Upon the Effective Date of the Annexation Ordinance as set forth herein, the Village shall do the following:

- a) The Village shall adopt an ordinance zoning and classifying the Parcel as follows: "A"(Agricultural Use). The Parties acknowledge that prior to the effective date and execution of this Agreement, such public hearings as are necessary to enable the Village lawfully to grant said zoning classification as to the Parcel will have been conducted upon proper notice.
- b) Except as provided herein, all future changes in land use or related activity on the Parcel, if any, shall be subject to the applicable ordinances and laws authorizing or regulating such change or activity now in effect or as amended from time to time.

4. **Water Supply/Sanitary Sewer/Electrical Service.**

- a) The Village agrees to allow the Owners to connect to the Village water system and to make that utility reasonably available to the Parcel. The Village agrees to extend a municipal water main to that area for the purpose of using said system to serve the Owners' primary residence only, via a private water line constructed by the Owners from the Parcel to the municipal water main. Said private water line construction shall comply with all standards set by the Village, and Village's Engineer of Record, IEPA, the American Water Works

Association Standards of Denver, Colorado as amended from time to time, and/or other state, federal or local regulatory agencies in effect as of the date of this agreement, and further provided the Owner bears all costs related to construction of the private line including, but not limited to, cost of labor, material, design and engineering, easement acquisition and tap-in fees.

In the event that it is determined that the Village is prohibited from extending a municipal water main to the Parcel, Owners shall have 90 days from notice of the prohibition to terminate this agreement and to file a petition to disconnect and the Village shall consent to the petition to disconnect.

- b) During the term of this Agreement, the Village agrees to allow the Owner to connect to the Village sanitary sewer system at Owner's option and Owner's expense, if and when sanitary sewer service becomes available to the Parcel. Upon expiration of this Agreement, Owner's connection obligations shall be governed by the applicable Village ordinances and policies. Any conflicting federal or state laws governing sanitary sewer connection shall supersede this paragraph.
- c) During the term of this Agreement, the Village agrees to allow the Owner to connect to the Village electric system at Owner's option and Owner's expense, if and when electric service becomes available to the Parcel. Upon expiration of this Agreement, Owner's connection obligations shall be governed by the applicable Village ordinances and policies. Any conflicting federal or state laws governing electric system connection shall supersede this paragraph.
- d) The Village shall not be held responsible for its inability to install any utility, or for any loss or damage including consequential damage, or delay in installation, caused by strikes, riots, elements, embargoes, failure of carriers, inability to obtain material, or other acts of God, or any other cause beyond Village's reasonable control, including but not limited to the acquisition of easements, modifications of Facilities Planning Area boundaries, Illinois Environmental Protection Agency permits or any other governmental or regulatory permit or approval.

5. **Subdivision/Dedication of Improvements.**

- a) In the event the Owners subdivide or otherwise develop the Parcel, the Owners shall dedicate to the Village, the roadways, the public improvements, the water lines, sanitary sewers and the storm sewers by recording with the St. Clair County, Illinois Recorder, in a form acceptable to the Village, the appropriate subdivision plat which dedicates the public improvements as provided herein. Nothing herein shall require the Village to accept such improvements for maintenance or liability that are not in satisfaction of the

Village's specifications or that have not been inspected, approved and accepted by the Village.

- b) The Owners shall grant to the Village nonexclusive utility easements ("Utility Easements") for maintenance and repair of the aforesaid utilities to be constructed on the Parcel and dedicated to the Village as shown on the Final Plat, and any other easements the Village may reasonably require for municipal purposes.
- c) The Owners shall pay all development fees including but not limited to green space fees, plat review fees, completion and maintenance security for dedicated public improvements and normal and customary building permits, relative to development of the Parcel as set forth in the Code of Ordinances of the Village of Freeburg, as amended from time to time.

6. **Miscellaneous.**

- a) Notwithstanding any other provision contained herein to the contrary, with respect to the Parcel, this Agreement shall be effective for a term of ten (10) years from the date hereof, provided that any continuing obligations to the Village shall survive any termination or expiration to the extent consistent with 65 ILCS 5/11-15.1-1.
- b) This Agreement shall bind the heirs, successors, and assigns of the Owners, the Village, the Corporate Authorities and their successors in office. This Agreement shall inure to the benefit of the Parties hereof, their successors and assigns. This Agreement and the obligations of Owners hereunder shall be a covenant that shall run with the land, shall be a provision of any sale or other contract for transfer of interest in the Parcel, and may be recorded. Upon annexation, Owners shall comply with all ordinances of the Village, as adopted or amended from time to time.
- c) Nothing herein shall in any way prevent the alienation, encumbrance or sale of the Parcel or any portion thereof, and the new owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.
- d) Within thirty (30) days after the passage, approval and adoption of an ordinance of annexation by the Village, the text of this Agreement (or a suitable memorandum hereof) shall be recorded at the sole cost and expense of the Village in the Office of the Recorder of St. Clair County, Illinois.
- e) Except as otherwise expressly provided herein, Owners shall comply in all respects with the applicable provisions of the Village of Freeburg Municipal Code, whether or not any of such ordinances are amended after the date hereof.

- f) It is further agreed that any party to this Agreement, either in law or in equity, by suit, action, mandamus or other proceeding may enforce or compel the performance of this Agreement, or have other such relief for the breach thereof as may be authorized by law or that by law or in equity is available to them.
- g) It is understood by the Parties hereto that time is of the essence. It is further understood that upon the occurrence of a default of any of the provisions of this Agreement, which default continues for ten (10) days after a notice specifying such default is given the defaulting party, the injured party hereto may in law or in equity, by suit, action, mandamus or other proceeding, including specific performance, enforce or compel the performance of this Agreement by such defaulting party.
- h) The undersigned persons, whether signing individually, on behalf of a municipal corporation, or by an attorney-in-fact warrant themselves: (i) to be of lawful age, (ii) to be legally competent to execute this Agreement, (iii) to be fully authorized to execute this Agreement on behalf of themselves or the municipal corporation or other entity indicated below, and (iv) to have signed this Agreement on their own behalf or on behalf of such municipal corporation or other entity as their own free acts and deeds and/or the free acts and deeds of such municipal corporation or other entity after opportunity to consult with legal counsel.
- i) In the event any portion of this Agreement or part thereof shall be deemed invalid, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof.
- j) Unless stated otherwise herein, any notice required or permitted under this Agreement shall be in writing and shall be deemed given when mailed by registered or certified mail, return receipt requested, to the respective parties at their addresses listed below:

If to the Village:

Village of Freeburg, Illinois  
Freeburg Municipal Center  
14 Southgate Center  
Freeburg, IL 62243  
Attention: Mayor

With a copy to:

Mr. Brian Manion  
Weilmuenster & Keck, P.C.  
3201 W. Main Street  
Belleville, IL 62226

If to the Owner:

Mr. and Mrs. Brian Price  
6367 Countryside Lane  
Freeburg, IL 62243

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

**VILLAGE:**

VILLAGE OF FREEBURG  
A Municipal Corporation,  
County of St. Clair  
State of Illinois

ATTEST:

---

Jerry Menard  
Village Clerk

---

Seth E. Speiser  
Village President

**OWNERS:**

  
\_\_\_\_\_  
Brian Price

  
\_\_\_\_\_  
Rhonda Price

## LIST OF EXHIBITS

- A. Legal Description of Parcel
- B. Petition for Annexation
- C. Annexation Plat

## EXHIBIT A

### Legal Description of Parcel

6367 Countryside Lane  
Freeburg, Illinois  
P.I.N.: 13-14.0-100-017

Part of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 11 and Part of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 14, both in Township 1 South, Range 8 West, 3 P.N., St Clair County, Illinois, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 11;

Thence, North along the West line of said Southeast Quarter of the Southwest Quarter of Section 11, 309.96 feet to a point on the South right-of-way line of Mine Haulage Road;

Thence, East along the South right-of-way line of said Mine Haulage Road, which line also forms an interior angle of 89 degrees, 58 minutes, with the last described course, a distance of 337.53 feet to a point;

Thence, continuing Southeast along the Southwest right-of-way line of Mine Haulage Road, along the line making an interior angle of 136 degrees, 17 minutes, with the last described course, a distance of 159.11 feet to a point;

Thence, continuing Southeast along the Southwest right-of-way line of said Mine Haulage Road along the line forming an interior angle of 160 degrees, 35 minutes, with the last described course, a distance of 165.91 feet to a point;

Thence, continuing Southeast along the Southwest right-of-way line of said Mine Haulage Road along a line making an interior angle with the last described course of 169 degrees, 11 minutes, distance of 94.90 feet to a point;

Thence Southwest along the line forming an interior angle of 95 degrees, 24 minutes, 54 seconds, with the last described course, a distance of 386.06 feet to a point;

Thence, South along the line making an exterior angle with the last described course of 111 degrees, 5 minutes, 31 seconds, a distance of 64.31 feet to a point;

Thence, Southwest along a line making an interior angle with the last described course of 111 degrees, 5 minutes, 31 seconds, a distance of 207 feet to a point on the West line of the Northeast Quarter of the Northwest Quarter of Section 14, Township 1 South, Range 8 West, St. Clair County, Illinois.

Thence, North a distance of 320.53 feet to the point of beginning.

Subject to and reserving to Grantor an easement for ingress, egress and access to and from Grantor's adjacent property over and across the West 30 feet of the foregoing premises. Grantor reserves the right to allow others to use the said easement.

SEE ALSO ATTACHED EXHIBIT "A"

Except the coal, oil, gas and other minerals underlying same.

Subject to conditions, restrictions and easements of record. Situated in the County of St. Clair, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

Permanent parcel number: 13-14.0-100-014 DIV

EXHIBIT "A"

Part of the Northeast Quarter of the Northwest Quarter of Section 14 in Township 1 South, Range 8 West, 3<sup>rd</sup> P.M., St. Clair County, more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of Section 14;

Thence, South along the West line of the Northeast Quarter of the Northwest Quarter of said Section 14 a distance of 320.47 feet to a point, said point being the point of beginning of the tract herein conveyed;

Thence, Northeast along a line making a clockwise angle with the last described course of 68 degrees, 54 minutes, 29 seconds a distance of 209.31 feet;

Thence, South along a line making an interior angle with the last described course of 79 degrees, 14 minutes a distance of 81.16 feet to a point;

Thence, Southwest along the line making an interior angle of 100 degrees 46 minutes with the last described course to the West line of the Northeast Quarter of the Northwest Quarter of said Section 14;

Thence, North along the said West line of the Northeast Quarter of the Northwest Quarter of Section 14 to the point of beginning.

Except the coal, oil, gas and other minerals underlying same.

Subject to conditions, restrictions and easements of record.

Situated in the County of St. Clair, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

Permanent Parcel Number: 13-14.0-100-012 DIV

Subject to and reserving to Grantor an Easement for ingress, egress, and access to and from Grantor's adjacent property over and across the West 30 feet of the foregoing premises. No party entitled to use such easement shall be required to maintain the easement area.

**PETITION FOR ANNEXATION (Price)**

To: The Mayor and Board of Trustees  
of the Village of Freeburg  
St. Clair County, Illinois

The Petitioners, Brian Price and Rhonda Price, respectively state under oath:

1. Petitioners are the sole legal and equitable owners of record of the following described land (hereinafter sometimes referred to as the "Tract"), to-wit:

Part of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 11 and Part of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 14, both in Township 1 South, Range 8 West, 3 P.N., St. Clair County, Illinois, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 11;

Thence, North along the West line of said Southeast Quarter of the Southwest Quarter of Section 11, 309.96 feet to a point on the South right-of-way line of Mine Haulage Road;

Thence, East along the South right-of-way line of said Mine Haulage Road, which line also forms an interior angle of 89 degrees, 58 minutes, with the last described course, a distance of 337.53 feet to a point;

Thence, continuing Southeast along the Southwest right-of-way line of Mine Haulage Road, along the line making an interior angle of 136 degrees, 17 minutes, with the last described course, a distance of 159.11 feet to a point;

Thence, continuing Southeast along the Southwest right-of-way line of said Mine Haulage Road along the line forming an interior angle of 160 degrees, 35 minutes, with the last described course, a distance of 165.91 feet to a point;

Thence, continuing Southeast along the Southwest right-of-way line of said Mine Haulage Road along a line making an interior angle with the last described course of 169 degrees, 11 minutes, distance of 94.90 feet to a point;

Thence Southwest along the line forming an interior angle of 95 degrees, 24 minutes, 54 seconds, with the last described course, a distance of 386.06 feet to a point;

Thence, South along the line making an exterior angle with the last described course of 111 degrees, 5 minutes, 31 seconds, a distance of 64.31 feet to a point;

Thence, Southwest along a line making an interior angle with the last described course of 111 degrees, 5 minutes, 31 seconds, a distance of 207 feet to a point on the West line of the Northeast Quarter of the Northwest Quarter of Section 14, Township 1 South, Range 8 West, St. Clair County, Illinois.

Thence, North a distance of 320.53 feet to the point of beginning.

Subject to and reserving to Grantor an easement for ingress, egress and access to and from Grantor's adjacent property over and across the West 30 feet of the foregoing premises. Grantor reserves the right to allow others to use the said easement.

SEE ALSO ATTACHED EXHIBIT "A"

Except the coal, oil, gas and other minerals underlying same.

Subject to conditions, restrictions and easements of record. Situated in the County of St. Clair, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

Permanent parcel number: 13-14.0-100-014 DIV

EXHIBIT "A"

Part of the Northeast Quarter of the Northwest Quarter of Section 14 in Township 1 South, Range 8 West, 3<sup>rd</sup> P.M., St. Clair County, Illinois, more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of Section 14;

Thence South along the West line of the Northeast Quarter of the Northwest Quarter of said Section 14 a distance of 320.47 feet to a point, said point being the point of beginning of the tract herein conveyed;

Thence, Northeast along a line making a clockwise angle with the last described course of 68 degrees, 54 minutes, 29 seconds, a distance of 209.31 feet;

Thence South along a line making an interior angle with the last described course of 79 degrees 14 minutes a distance of 81.16 feet to a point;

Thence, Southwest along the line making an interior angle of 100 degrees 46 minutes with the last described course to the West line of the Northeast Quarter of the Northwest Quarter of said Section 14;

Thence, North along the said West line of the Northeast Quarter of the Northwest Quarter of Section 14 to the point of beginning.

Except the coal, oil, gas and other minerals underlying same.  
Subject to conditions, restrictions and easements of record.

Situated in the County of St. Clair, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

Permanent parcel number: 13-14.0-100-012 DIV

Subject to and reserving to Grantor an Easement for ingress, egress, and access to and from Grantor's adjacent property over and across the West 30 feet of the foregoing premises. No party entitled to use such easement shall be required to maintain the easement area.

2. The tract is not situated within the limits of any municipality but is contiguous to the Village of Freeburg.
3. That Petitioners represent are the sole electors residing on the tract.
4. It is the desire of the Petitioners and it would be in the best interest of the Village of Freeburg, Illinois, that said tract be annexed to the Village of Freeburg, Illinois, and made a part thereof, with the zoning classification of "A" (Agricultural District).

WHEREFORE PETITIONERS RESPECTFULLY REQUEST:

1. That the above described tract be annexed to the Village of Freeburg by ordinance of the President and Board of Trustees of the Village of Freeburg pursuant to Section 7-1-8 of the Illinois Municipal Code of the State of Illinois as amended (65 ILCS 5/6-1-8).
2. That such other action be taken as is appropriate in the premises.

Dated this 22<sup>nd</sup> day of September, 2014.

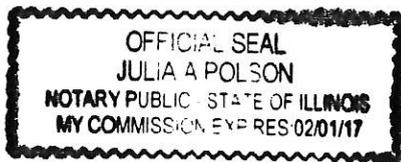


Brian Price



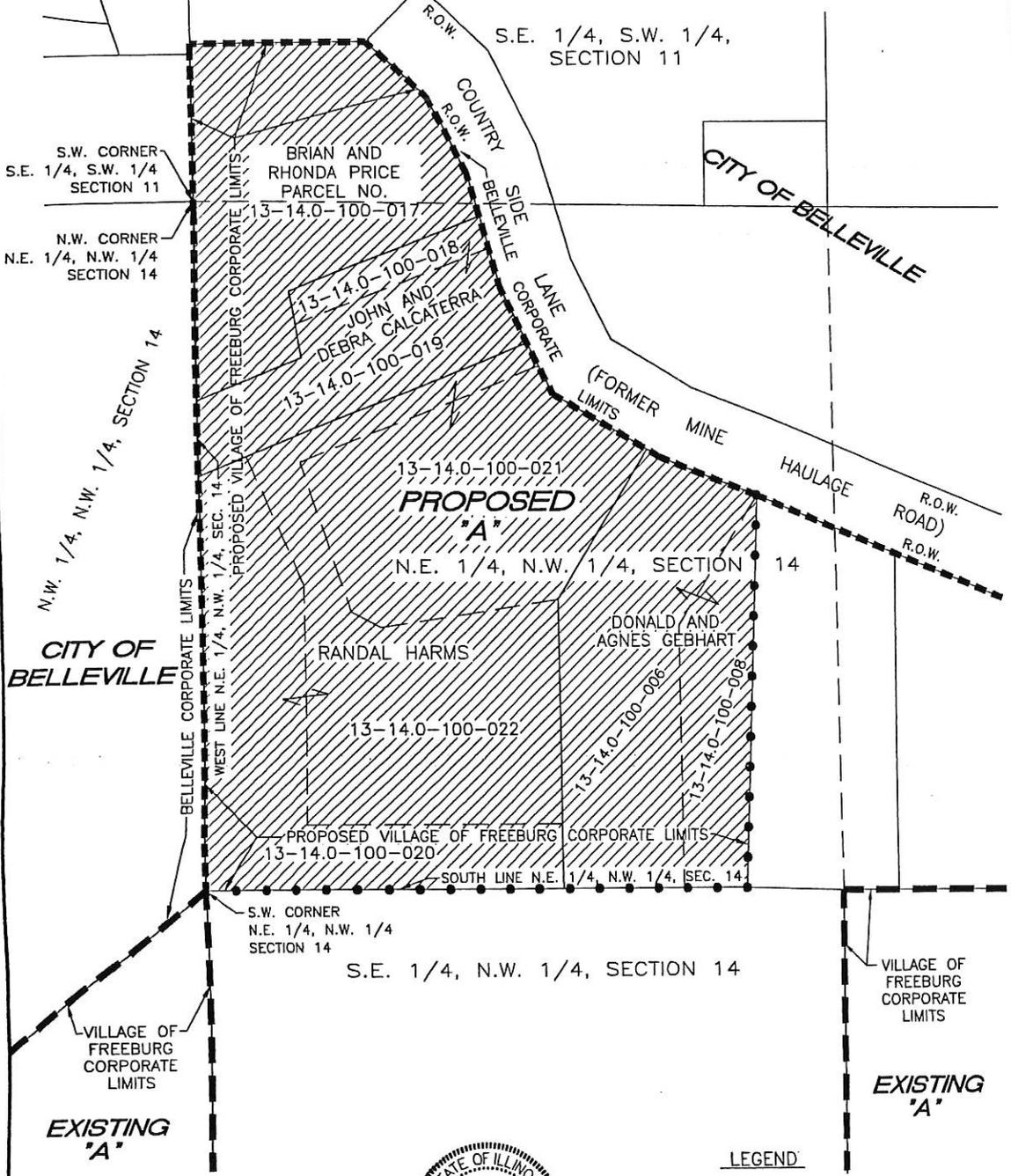
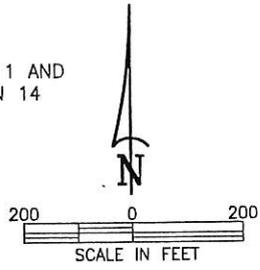
Rhonda Price

Subscribed to and sworn to before me this 22<sup>nd</sup> day of September, 2014.

  
Notary Public

**ANNEXATION PLAT**  
**ORDINANCE NO. \_\_\_\_\_**  
**FREEBURG, ILLINOIS**

PART OF THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 11 AND  
 PART OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 14  
 T. 1 S., R. 8 W. OF THE 3RD P.M.  
 ST. CLAIR COUNTY, ILLINOIS



K:\30216\_Freeburg\_2016\_Surveys\Annexations\COUNTRYSIDE LANE ANNEX-REVISED.dwg, 4/7/2016 10:34:08 AM

I DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION

*Gale E. Hake* April 7, 2016  
 GALE E. HAKE, I.P.L.S. NO. 2579 DATE  
 LICENSE EXPIRATION DATE: 11/30/2016



**LEGEND**

- EXISTING FREEBURG CORPORATE LIMITS
- EXISTING BELLEVILLE CORPORATE LIMITS
- PROPOSED FREEBURG CORPORATE LIMITS
- PROPOSED FREEBURG ANNEXATION



**RHUTASEL and ASSOCIATES, INC.**  
 CONSULTING ENGINEERS • LAND SURVEYORS  
 FREEBURG, ILLINOIS CENTRALIA, ILLINOIS  
 (618) 539-3178 (618) 532-1992  
 IL LICENSE NO. 184-000287

**ORDINANCE NO. 1591****AN ORDINANCE ANNEXING CERTAIN TERRITORY COMMONLY KNOWN AS THE “PRICE” PROPERTY” TO AND IN THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS**

WHEREAS, the property owners of certain territory, which is not within the corporate limits of any municipality, but which is contiguous to the Village of Freeburg, has filed a written Petition with the Village of Freeburg requesting that said territory be annexed to the Village of Freeburg, Illinois, a copy of which is attached hereto as “Exhibit A;” and

WHEREAS, the property owners are all of the electors, and, only electors Brian Price and Rhonda Price, are residing on said territory; and

WHEREAS, the map attached hereto, marked “Exhibit B,” is an accurate map of said territory so sought to be annexed; and

WHEREAS, in compliance with the Laws of the State of Illinois providing therefore, notice was given to the Trustees of the Freeburg Fire Protection District, the Smithton Township Supervisor, the Trustees of Smithton Township and the Highway Commissioner of Smithton Township, in the manner provided by Statute, and all required notices have heretofore been given as required by law concerning the petition for annexation of this territory to the Village of Freeburg;

WHEREAS copies of such notices and affidavits of service of notices will be recorded in the Office of the Recorder of Deeds of St. Clair County; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois, specifically 65 ILCS, para. 5/7-1-1.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, COUNTY OF ST. CLAIR, STATE OF ILLINOIS, as follows:

SECTION 1: That the following territory be and the same is hereby annexed and made a part of the Village of Freeburg, Illinois, in accordance with the Petition duly filed with the Village of Freeburg, requesting annexation:

See legal description attached hereto as “Exhibit C”

SECTION 2: That the described territory of land be and the same is hereby established in the zoning classification of “SR-1” as an automatic zoning classification upon annexation. Said classification shall apply to the territory described as it has been established and is classified for zoning in the Village of Freeburg, St. Clair County, Illinois. The Village shall, however, as a condition of annexation pass and approve an ordinance rezoning the territory “A” (Agricultural).

**ORDINANCE NO. 1591**

SECTION 3: That the map attached hereto marked "Exhibit B," and made a part hereof, which is found to be an accurate map of the annexed territory, shall be filed of record with this Ordinance.

SECTION 4: That the Village Clerk is hereby directed to record with the St. Clair County Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance, together with the exhibits appended to this Ordinance.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED by the Board of Trustees of the Village of Freeburg, Illinois, this 2nd day of May, 2016.

AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____
AYES _____	NAYS _____	ABSENT _____

Vote recorded by: \_\_\_\_\_  
Jerry Menard, Village Clerk

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois, this 2nd day of May, 2016.

\_\_\_\_\_  
Seth E. Speiser, Village President

ATTEST: Approved as to Legal Form:

\_\_\_\_\_  
Jerry Menard, Village Clerk

\_\_\_\_\_  
Village Attorney

PETITION FOR ANNEXATION (Price)

To: The Mayor and Board of Trustees  
of the Village of Freeburg  
St. Clair County, Illinois

The Petitioners, Brian Price and Rhonda Price, respectively state under oath:

1. Petitioners are the sole legal and equitable owners of record of the following described land (hereinafter sometimes referred to as the "Tract"), to-wit:

Part of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 11 and Part of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 14, both in Township 1 South, Range 8 West, 3 P.N., St. Clair County, Illinois, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 11;

Thence, North along the West line of said Southeast Quarter of the Southwest Quarter of Section 11, 309.96 feet to a point on the South right-of-way line of Mine Haulage Road;

Thence, East along the South right-of-way line of said Mine Haulage Road, which line also forms an interior angle of 89 degrees, 58 minutes, with the last described course, a distance of 337.53 feet to a point;

Thence, continuing Southeast along the Southwest right-of-way line of Mine Haulage Road, along the line making an interior angle of 136 degrees, 17 minutes, with the last described course, a distance of 159.11 feet to a point;

Thence, continuing Southeast along the Southwest right-of-way line of said Mine Haulage Road along the line forming an interior angle of 160 degrees, 35 minutes, with the last described course, a distance of 165.91 feet to a point;

Thence, continuing Southeast along the Southwest right-of-way line of said Mine Haulage Road along a line making an interior angle with the last described course of 169 degrees, 11 minutes, distance of 94.90 feet to a point;

Thence Southwest along the line forming an interior angle of 95 degrees, 24 minutes, 54 seconds, with the last described course, a distance of 386.06 feet to a point;

Thence, South along the line making an exterior angle with the last described course of 111 degrees, 5 minutes, 31 seconds, a distance of 64.31 feet to a point;

Thence, Southwest along a line making an interior angle with the last described course of 111 degrees, 5 minutes, 31 seconds, a distance of 207 feet to a point on the West line of the Northeast Quarter of the Northwest Quarter of Section 14, Township 1 South, Range 8 West, St. Clair County, Illinois.

Thence, North a distance of 320.53 feet to the point of beginning.

Subject to and reserving to Grantor an easement for ingress, egress and access to and from Grantor's adjacent property over and across the West 30 feet of the foregoing premises. Grantor reserves the right to allow others to use the said easement.

SEE ALSO ATTACHED EXHIBIT "A"

Except the coal, oil, gas and other minerals underlying same.

Subject to conditions, restrictions and easements of record. Situated in the County of St. Clair, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

Permanent parcel number: 13-14.0-100-014 DIV

EXHIBIT "A"

Part of the Northeast Quarter of the Northwest Quarter of Section 14 in Township 1 South, Range 8 West, 3<sup>rd</sup> P.M., St. Clair County, Illinois, more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of Section 14;

Thence South along the West line of the Northeast Quarter of the Northwest Quarter of said Section 14 a distance of 320.47 feet to a point, said point being the point of beginning of the tract herein conveyed;

Thence, Northeast along a line making a clockwise angle with the last described course of 68 degrees, 54 minutes, 29 seconds, a distance of 209.31 feet;

Thence South along a line making an interior angle with the last described course of 79 degrees 14 minutes a distance of 81.16 feet to a point;

Thence, Southwest along the line making an interior angle of 100 degrees 46 minutes with the last described course to the West line of the Northeast Quarter of the Northwest Quarter of said Section 14;

Thence, North along the said West line of the Northeast Quarter of the Northwest Quarter of Section 14 to the point of beginning.

Except the coal, oil, gas and other minerals underlying same.

Subject to conditions, restrictions and easements of record.

Situated in the County of St. Clair, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

Permanent parcel number: 13-14.0-100-012 DIV

Subject to and reserving to Grantor an Easement for ingress, egress, and access to and from Grantor's adjacent property over and across the West 30 feet of the foregoing premises. No party entitled to use such easement shall be required to maintain the easement area.

2. The tract is not situated within the limits of any municipality but is contiguous to the Village of Freeburg.
3. That Petitioners represent are the sole electors residing on the tract.
4. It is the desire of the Petitioners and it would be in the best interest of the Village of Freeburg, Illinois, that said tract be annexed to the Village of Freeburg, Illinois, and made a part thereof, with the zoning classification of "A" (Agricultural District).

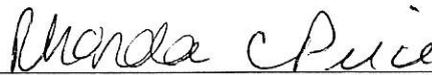
WHEREFORE PETITIONERS REPSECTFULLY REQUEST:

1. That the above described tract be annexed to the Village of Freeburg by ordinance of the President and Board of Trustees of the Village of Freeburg pursuant to Section 7-1-8 of the Illinois Municipal Code of the State of Illinois as amended (65 ILCS 5/6-1-8).
2. That such other action be taken as is appropriate in the premises.

Dated this 22<sup>nd</sup> day of September, 2014.

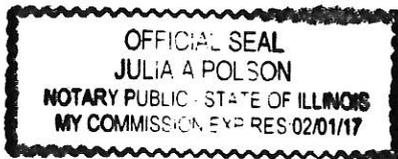


\_\_\_\_\_  
Brian Price



\_\_\_\_\_  
Rhonda Price

Subscribed to and sworn to before me this 22<sup>nd</sup> day of September, 2014.

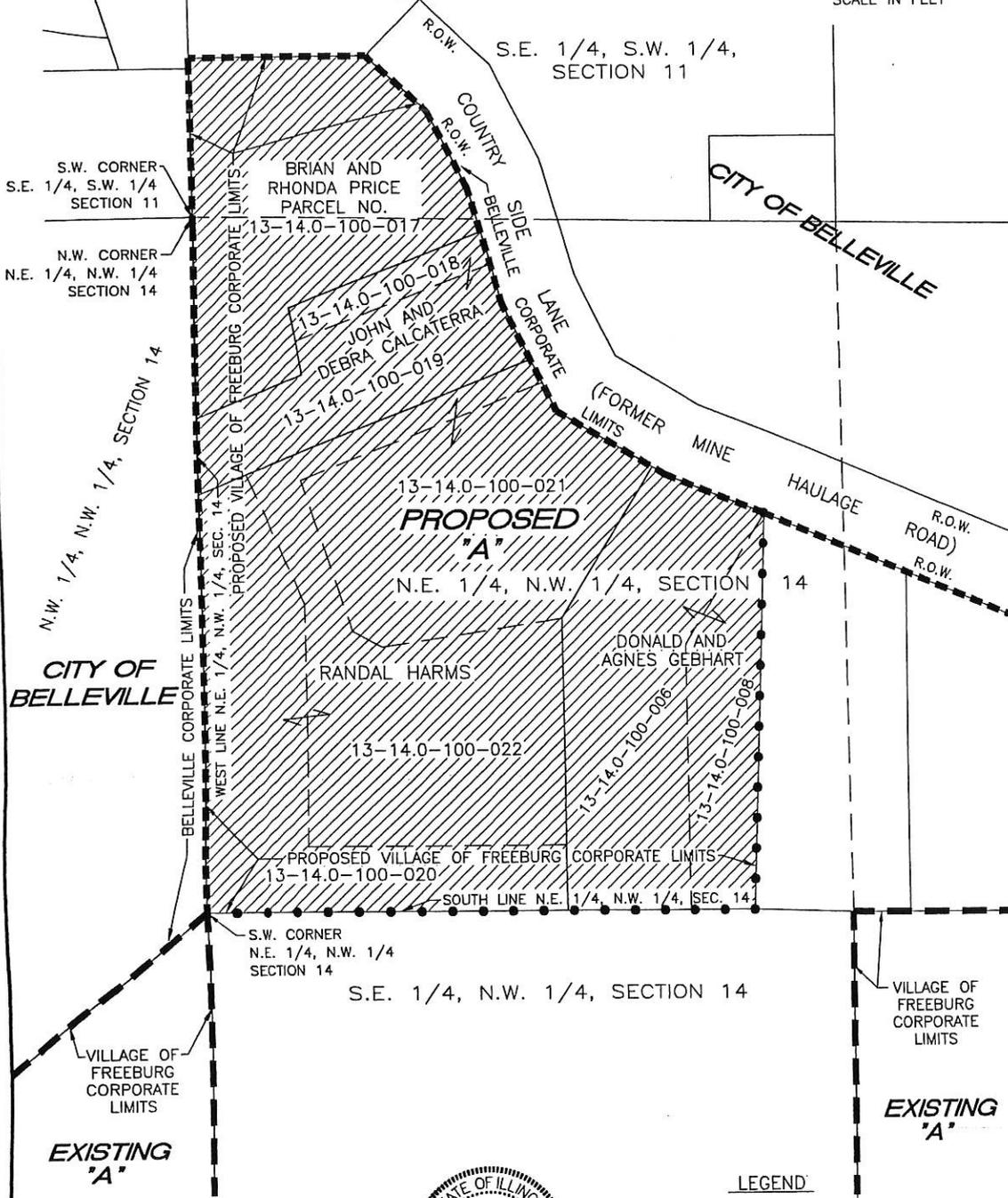
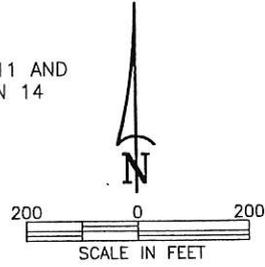


  
\_\_\_\_\_  
Notary Public

**ANNEXATION PLAT  
ORDINANCE NO. 1591**

**FREEBURG, ILLINOIS**

PART OF THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 11 AND  
PART OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 14  
T. 1 S., R. 8 W. OF THE 3RD P.M.  
ST. CLAIR COUNTY, ILLINOIS



K:\2016\_Freeburg\_2016\_Surveys\Annexations\COUNTRYSIDE LANE ANNEX-REVISED.dwg, 4/7/2016, 10:34:08 AM

I DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION

*Gale E. Hake* April 7, 2016  
GALE E. HAKE, I.P.L.S. NO. 2579 DATE  
LICENSE EXPIRATION DATE: 11/30/2016



**LEGEND**

- EXISTING FREEBURG CORPORATE LIMITS
- EXISTING BELLEVILLE CORPORATE LIMITS
- PROPOSED FREEBURG CORPORATE LIMITS
- PROPOSED FREEBURG ANNEXATION



**RHUTASEL and ASSOCIATES, INC.**  
CONSULTING ENGINEERS • LAND SURVEYORS  
FREEBURG, ILLINOIS      CENTRALIA, ILLINOIS  
(618) 539-3178      (618) 532-1992  
IL LICENSE NO. 184-000287

## EXHIBIT C

### Legal Description of Parcel

**6367 Countryside Lane  
Freeburg, Illinois  
P.I.N.: 13-14.0-100-017**

Part of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 11 and Part of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 14, both in Township 1 South, Range 8 West, 3 P.N., St Clair County, Illinois, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 11;

Thence, North along the West line of said Southeast Quarter of the Southwest Quarter of Section 11, 309.96 feet to a point on the South right-of-way line of Mine Haulage Road;

Thence, East along the South right-of-way line of said Mine Haulage Road, which line also forms an interior angle of 89 degrees, 58 minutes, with the last described course, a distance of 337.53 feet to a point;

Thence, continuing Southeast along the Southwest right-of-way line of Mine Haulage Road, along the line making an interior angle of 136 degrees, 17 minutes, with the last described course, a distance of 159.11 feet to a point;

Thence, continuing Southeast along the Southwest right-of-way line of said Mine Haulage Road along the line forming an interior angle of 160 degrees, 35 minutes, with the last described course, a distance of 165.91 feet to a point;

Thence, continuing Southeast along the Southwest right-of-way line of said Mine Haulage Road along a line making an interior angle with the last described course of 169 degrees, 11 minutes, distance of 94.90 feet to a point;

Thence Southwest along the line forming an interior angle of 95 degrees, 24 minutes, 54 seconds, with the last described course, a distance of 386.06 feet to a point;

Thence, South along the line making an exterior angle with the last described course of 111 degrees, 5 minutes, 31 seconds, a distance of 64.31 feet to a point;

Thence, Southwest along a line making an interior angle with the last described course of 111 degrees, 5 minutes, 31 seconds, a distance of 207 feet to a point on the West line of the Northeast Quarter of the Northwest Quarter of Section 14, Township 1 South, Range 8 West, St. Clair County, Illinois.

Thence, North a distance of 320.53 feet to the point of beginning.

Subject to and reserving to Grantor an easement for ingress, egress and access to and from Grantor's adjacent property over and across the West 30 feet of the foregoing premises. Grantor reserves the right to allow others to use the said easement.

SEE ALSO ATTACHED EXHIBIT "A"

Except the coal, oil, gas and other minerals underlying same.

Subject to conditions, restrictions and easements of record. Situated in the County of St. Clair, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

Permanent parcel number: 13-14.0-100-014 DIV

EXHIBIT "A"

Part of the Northeast Quarter of the Northwest Quarter of Section 14 in Township 1 South, Range 8 West, 3<sup>rd</sup> P.M., St. Clair County, more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of Section 14;

Thence, South along the West line of the Northeast Quarter of the Northwest Quarter of said Section 14 a distance of 320.47 feet to a point, said point being the point of beginning of the tract herein conveyed;

Thence, Northeast along a line making a clockwise angle with the last described course of 68 degrees, 54 minutes, 29 seconds a distance of 209.31 feet;

Thence, South along a line making an interior angle with the last described course of 79 degrees, 14 minutes a distance of 81.16 feet to a point;

Thence, Southwest along the line making an interior angle of 100 degrees 46 minutes with the last described course to the West line of the Northeast Quarter of the Northwest Quarter of said Section 14;

Thence, North along the said West line of the Northeast Quarter of the Northwest Quarter of Section 14 to the point of beginning.

Except the coal, oil, gas and other minerals underlying same.

Subject to conditions, restrictions and easements of record.

Situated in the County of St. Clair, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

Permanent Parcel Number: 13-14.0-100-012 DIV

Subject to and reserving to Grantor an Easement for ingress, egress, and access to and from Grantor's adjacent property over and across the West 30 feet of the foregoing premises. No party entitled to use such easement shall be required to maintain the easement area.

**ORDINANCE NO. 1592****AN ORDINANCE AMENDING THE FREEBURG ZONING ORDINANCE  
FOR THE PURPOSE OF REZONING CERTAIN PROPERTY  
COMMONLY KNOWN AS THE PRICE PROPERTY**

**WHEREAS**, the Village of Freeburg, St. Clair County, State of Illinois, presently has in force The Freeburg Zoning Ordinance, which is contained in the Freeburg Municipal Code, as amended from time to time; and

**WHEREAS**, the Village Plan Commission has complied with the provisions of 65 ILCS 5/11-13-14 and Article 40-23-1 of the Freeburg Zoning Ordinance regarding amendments of regulations and zoning districts by holding a public hearing on April 26, 2016 to consider the request for a rezoning of certain property owned by Brian Price and Rhonda Price pursuant to notice as required by statute; and

**WHEREAS**, the property owner of certain property commonly known as the Price Property consisting of 5.81 acres in the Village of Freeburg, Illinois have filed an application for rezoning the Property from SR-1 to A (Agricultural);

**WHEREAS**, the map attached hereto, marked Exhibit A, is an accurate map of the property so sought to be rezoned and such rezoning shall be in accordance with the boundaries indicated on the map;

**WHEREAS**, as a result of said hearing, the Plan Commission has made a recommendation to the Village Board that it approve the request for rezoning to A;

**WHEREAS**, the Board of Trustees has considered the recommendation of the Plan Commission and has determined that it is in the best interest of the public health, safety and welfare and in compliance with the powers conferred upon the Village and the objectives and purposes set out in 65 ILCS 5/11-13-1, to adopt an amendment to the Freeburg Zoning Ordinance for the purpose of rezoning the Price Property to allow A uses in accordance with the map attached hereto as Exhibit A; and

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ST. CLAIR, COUNTY, ILLINOIS, AS FOLLOWS:**

**Section 1:** The Village of Freeburg Zoning Ordinance is hereby amended to change the zoning classification from Residential (SR-1) to A (Agricultural) on a tract of land consisting of approximately 5.81 acres in accordance with the map attached hereto as Exhibit A and as more particularly described herein on Exhibit B.

See legal description attached hereto as Exhibit B and incorporated herein as if fully set forth.

**Section 2:** That all other provisions of said Zoning Ordinance, as amended from time to time, shall remain unchanged and in full force and effect except as specifically amended by this Ordinance.

**ORDINANCE NO. 1592 cont.**

**Section 3:** If a court of competent jurisdiction declares any provision of this Ordinance unconstitutional or invalid, that decision shall not affect the validity of the remainder of this Ordinance.

**Section 4:** This Ordinance shall be effective upon its passage, signing and publication as required by law.

PASSED by the Board of Trustees of the Village of Freeburg, Illinois, this 2nd day of May, 2016.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved this 2nd day of May, 2016.

\_\_\_\_\_  
Seth E. Speiser  
Village President

ATTEST:

\_\_\_\_\_  
Jerry Menard, Village Clerk

Approved as to Legal Form:

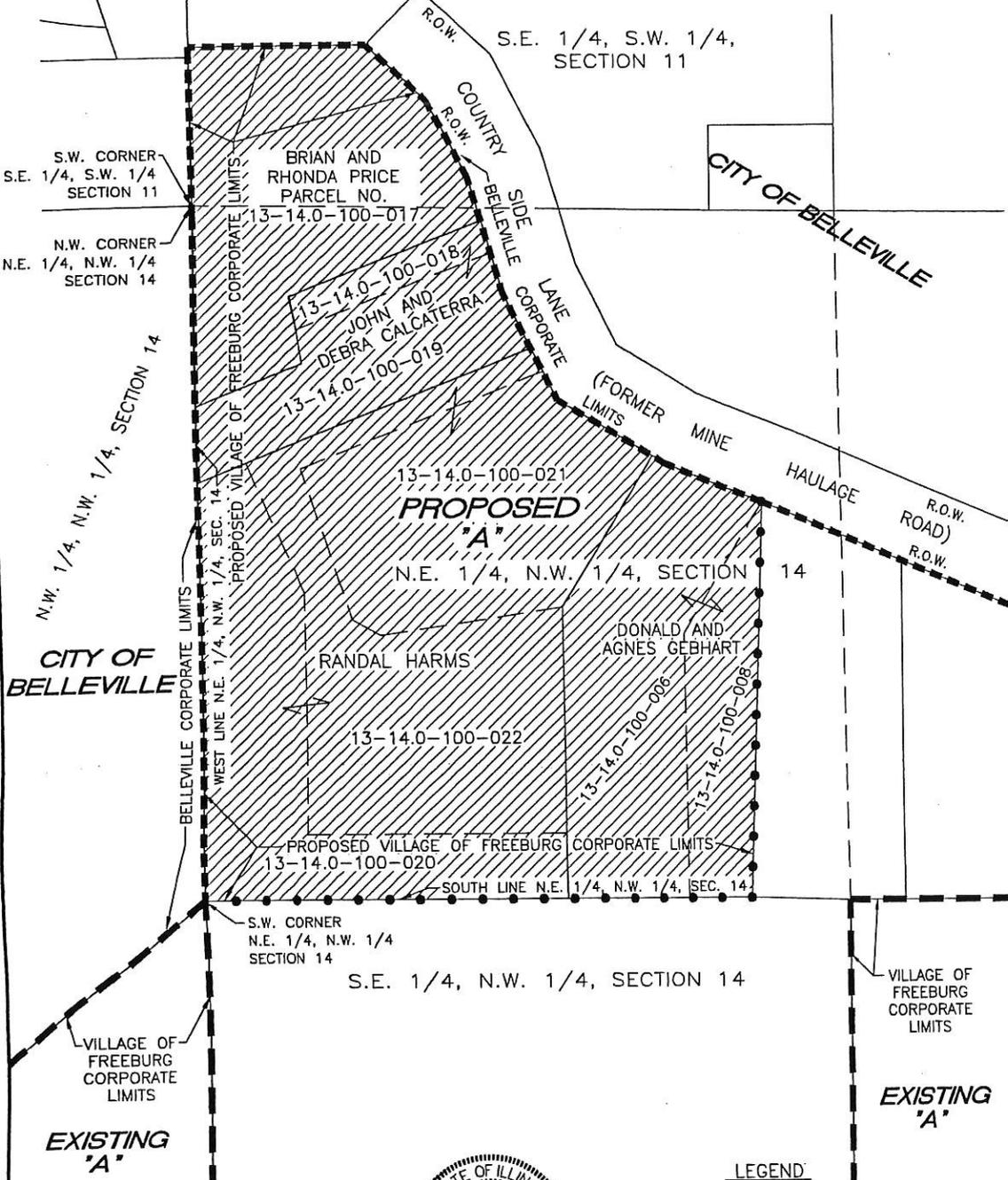
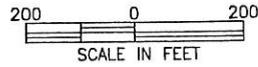
\_\_\_\_\_  
Village Attorney

# ANNEXATION PLAT

ORDINANCE NO. \_\_\_\_\_

FREEBURG, ILLINOIS

PART OF THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 11 AND  
 PART OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 14  
 T. 1 S., R. B W. OF THE 3RD P.M.  
 ST. CLAIR COUNTY, ILLINOIS



K:\30216\_Freeburg\_2016\_Surveys\Annexations\COUNTRYSIDE LANE ANNEX-REVISED.dwg, 4/7/2016 10:34:08 AM

I DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION

*Gale E. Hake* April 7, 2016  
 GALE E. HAKE, I.P.L.S. NO. 2579 DATE  
 LICENSE EXPIRATION DATE: 11/30/2016



**LEGEND**

- EXISTING FREEBURG CORPORATE LIMITS
- EXISTING BELLEVILLE CORPORATE LIMITS
- PROPOSED FREEBURG CORPORATE LIMITS
- PROPOSED FREEBURG ANNEXATION



**RHUTASEL and ASSOCIATES, INC.**  
 CONSULTING ENGINEERS • LAND SURVEYORS  
 FREEBURG, ILLINOIS CENTRALIA, ILLINOIS  
 (618) 539-3178 (618) 532-1992  
 IL LICENSE NO. 184-000287

## EXHIBIT B

### Legal Description of Parcel

**6367 Countryside Lane  
Freeburg, Illinois  
P.I.N.: 13-14.0-100-017**

Part of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 11 and Part of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 14, both in Township 1 South, Range 8 West, 3 P.N., St Clair County, Illinois, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 11;

Thence, North along the West line of said Southeast Quarter of the Southwest Quarter of Section 11, 309.96 feet to a point on the South right-of-way line of Mine Haulage Road;

Thence, East along the South right-of-way line of said Mine Haulage Road, which line also forms an interior angle of 89 degrees, 58 minutes, with the last described course, a distance of 337.53 feet to a point;

Thence, continuing Southeast along the Southwest right-of-way line of Mine Haulage Road, along the line making an interior angle of 136 degrees, 17 minutes, with the last described course, a distance of 159.11 feet to a point;

Thence, continuing Southeast along the Southwest right-of-way line of said Mine Haulage Road along the line forming an interior angle of 160 degrees, 35 minutes, with the last described course, a distance of 165.91 feet to a point;

Thence, continuing Southeast along the Southwest right-of-way line of said Mine Haulage Road along a line making an interior angle with the last described course of 169 degrees, 11 minutes, distance of 94.90 feet to a point;

Thence Southwest along the line forming an interior angle of 95 degrees, 24 minutes, 54 seconds, with the last described course, a distance of 386.06 feet to a point;

Thence, South along the line making an exterior angle with the last described course of 111 degrees, 5 minutes, 31 seconds, a distance of 64.31 feet to a point;

Thence, Southwest along a line making an interior angle with the last described course of 111 degrees, 5 minutes, 31 seconds, a distance of 207 feet to a point on the West line of the Northeast Quarter of the Northwest Quarter of Section 14, Township 1 South, Range 8 West, St. Clair County, Illinois.

Thence, North a distance of 320.53 feet to the point of beginning.

Subject to and reserving to Grantor an easement for ingress, egress and access to and from Grantor's adjacent property over and across the West 30 feet of the foregoing premises. Grantor reserves the right to allow others to use the said easement.

SEE ALSO ATTACHED EXHIBIT "A"

Except the coal, oil, gas and other minerals underlying same.

Subject to conditions, restrictions and easements of record. Situated in the County of St. Clair, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

Permanent parcel number: 13-14.0-100-014 DIV

EXHIBIT "A"

Part of the Northeast Quarter of the Northwest Quarter of Section 14 in Township 1 South, Range 8 West, 3<sup>rd</sup> P.M., St. Clair County, more particularly described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of Section 14;

Thence, South along the West line of the Northeast Quarter of the Northwest Quarter of said Section 14 a distance of 320.47 feet to a point, said point being the point of beginning of the tract herein conveyed;

Thence, Northeast along a line making a clockwise angle with the last described course of 68 degrees, 54 minutes, 29 seconds a distance of 209.31 feet;

Thence, South along a line making an interior angle with the last described course of 79 degrees, 14 minutes a distance of 81.16 feet to a point;

Thence, Southwest along the line making an interior angle of 100 degrees 46 minutes with the last described course to the West line of the Northeast Quarter of the Northwest Quarter of said Section 14;

Thence, North along the said West line of the Northeast Quarter of the Northwest Quarter of Section 14 to the point of beginning.

Except the coal, oil, gas and other minerals underlying same.

Subject to conditions, restrictions and easements of record.

Situated in the County of St. Clair, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

Permanent Parcel Number: 13-14.0-100-012 DIV

Subject to and reserving to Grantor an Easement for ingress, egress, and access to and from Grantor's adjacent property over and across the West 30 feet of the foregoing premises. No party entitled to use such easement shall be required to maintain the easement area.

PETITION FOR ANNEXATION )  
OF TERRITORY KNOWN AS THE )  
PRICE PROPERTY )  
6367 COUNTRYSIDE LANE )  
TO THE VILLAGE ) ORDINANCE NO.  
OF FREEBURG, ILLINOIS )

**A F F I D A V I T**

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF ST. CLAIR )

Affiant, JULIE POLSON, being first duly sworn on her oath, states:

1. That she is the Office Manager for the Village of Freeburg, Illinois.
2. That the territory sought to be annexed and fully described in Exhibit "A" lies within the following fire protection district: Freeburg Fire Protection District.
3. That on April 7, 2016, Affiant sent notices in writing by certified mail to the following Smithton Board of Township Trustees:  
  
Donald Barkau, 6940 Holcolm School Road, Freeburg, IL 62243  
Mark Rodriguez, 606 Klein Drive, Smithton, IL 62285  
Neil Espenscheid, 5120 Kraft Road, Freeburg, IL 62243  
Quentin Grommet, 3880 High Prairie School Road, Belleville, IL 62220
4. That on April 7, 2016, Affiant sent a notice in writing by certified mail to the Township Supervisor: William Weber, 203 N. Main St., Smithton, IL 62285;
5. That on April 7, 2016, Affiant sent a notice in writing by certified mail to the Township Clerk: Reynold Ledbetter, 4405 Wildhorse Road, Smithton, IL 62285;
6. That on April 7, 2016, Affiant sent a notice in writing by certified mail to the Township Highway Commissioner: Pat Nichols, 5 Adams St., Smithton, IL 62285;
7. That on April 7, 2016, Affiant sent a notice in writing by certified mail to the

Freeburg Area Library: 407 S. Belleville, Freeburg, IL 62243;

9. That on April 13, 2016, Affiant sent a notice in writing by certified mail to the Freeburg Fire Protection District: 410 W. High Street, Freeburg, IL 62243;

10. That receipts were returned to Affiant showing delivery of notices to William Weber, Mark Rodriguez, Neil Espenscheid and Quentin Grommet on April 9, 2016.

8. That receipts were returned to Affiant showing delivery of notices to Donald Barkau and Freeburg Area Library on April 11, 2016.

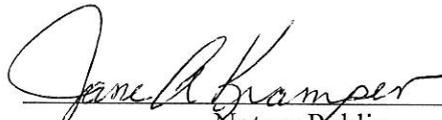
9. That receipts were returned to Affiant showing delivery of notice to Pat Nichols and Freeburg Fire Protection District on April 15, 2016.

10. That a receipt was returned to Affiant showing delivery of notice to Reynold Ledbetter on April 16, 2016.

Further Affiant sayeth naught.

  
\_\_\_\_\_  
Julie Polson  
Office Manager

Subscribed and sworn to before me this 29<sup>th</sup> day of April, 2016.

  
\_\_\_\_\_  
Notary Public



**ORDINANCE NO. 1593**

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, AUTHORIZING THE VILLAGE TO ENTER INTO AND THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE VILLAGE OF FREEBURG, ILLINOIS AND CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC

**WHEREAS**, the Board of Trustees of the Village of Freeburg, Illinois believes it is in the best interest of the Village to enter into a Contract between the Village of Freeburg and Charter Communications I, LLC, in order to provide fiber to Village Hall along with associated services.

**SECTION 1.** The recitals set forth above are hereby adopted, found true and correct and are incorporated by reference as if fully set forth herein.

**SECTION 2.** The Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute the Contract attached hereto as "Exhibit A" and made a part hereof, and to do all other things necessary and essential, including the execution of any documents and certificates necessary to carry out the provisions of said Contract.

**SECTION 4.** This Ordinance shall be in full force and effect after its passage and approval as provided by law.

PASSED BY THE VILLAGE BOARD OF THE VILLAGE OF FREEBURG, ILLINOIS, ST. CLAIR COUNTY, AND APPROVED BY THE VILLAGE PRESIDENT THIS 2nd DAY OF MAY, 2016.

YEAS _____	NAYS _____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSENT _____	ABSTAIN _____
--------------	---------------

Approved this 2nd day of May, 2016.

ATTEST:

\_\_\_\_\_  
Jerry Lynn Menard, Village Clerk

\_\_\_\_\_  
Seth E. Speiser, Village President

Approval as to Legal Form:

\_\_\_\_\_  
Village Attorney

\* \*

201604194616103

201604194616103

## COMMERCIAL ACCOUNT RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (the "Agreement") is made effective as of April 21, 2016 (hereinafter the "Effective Date"), by and between \_\_\_\_\_ (hereinafter the "Property Owner") with premises located at 14 SOUTHGATE CTR, FREEBURG, IL 62243 (hereinafter the "Premises") and Charter Communications Entertainment I, LLC and its Affiliates, (hereinafter collectively "Charter") with located at 3936 E. Frontage Rd. STE 299 1<sup>st</sup> Flr Rochester, MN 55901, Attn: SB Corporate Contracts Management (ROE).

### THE PARTIES AGREE AS FOLLOWS:

- CONSTRUCTION AUTHORIZATION.** Property Owner hereby authorizes Charter to (i) install, maintain, repair, upgrade and operate Charter installed wiring, cables, conduits, equipment and facilities (collectively, "Equipment") on the Premises and (ii) if applicable, utilize those conduits of Property Owner that Property Owner may designate with its written approval as available for Charter's non-exclusive use ("Conduit"). Such authorizations hereby given by Property Owner are to the extent necessary for Charter to provide its communications services (the "Services") to the Premises. Property Owner has represented to Charter that Property Owner is the legal owner of the Premises and Conduit (if applicable), and that no other person has any rights in the Premises that conflict with Charter's rights under this Agreement. Property Owner recognizes Charter's right to have exclusive control over any Charter installed Equipment and Property Owner will not attach to or use, and will not knowingly allow anyone else to attach to or use, Charter's Equipment for any purpose without Charter's prior written consent. In the event the Property Owner is not signing this Agreement, then the person signing this Agreement on behalf of Property Owner represents that he/she is Property Owner's authorized agent and has full authority to bind Property Owner to the terms and conditions of this Agreement. If requested by Property Owner, Charter shall provide to Property Owner the proposed route for installation of Equipment on the Premises.
- RESPONSIBILITY TO CONTACT PUBLIC UTILITIES.** As may be required by law, Charter or its contractors will contact and coordinate with local agencies to physically mark the location of all public utility lines (including, but not limited to, water, electric, phone and sewer lines) that are located in areas in which Charter intends to install the Equipment. Charter shall be responsible for any damage to public utility lines that are located along the routes or in the location in which Charter installs any Equipment, to the extent such damage arises from Charter's installation activities.
- RESPONSIBILITY TO MARK PRIVATE UNDERGROUND LINES.** If Property Owner has private underground lines at the Premises that could impact Charter's installation of Equipment, including, but not limited to, sprinklers, sprinkler heads, drains, cables, pipes and wires (collectively "Impacted Private Lines") then both parties shall, in advance of any underground construction performed by Charter, work together, to the best of their abilities, to research the existence of all Impacted Private Lines (hereinafter "Joint Effort"). In order to facilitate the Joint Effort, Property Owner provides below its authorized representative (with contact information) regarding these Joint Efforts. (Please print clearly)

Name: \_\_\_\_\_

Address &/or email: \_\_\_\_\_

Phone: \_\_\_\_\_

After the Joint Effort the following shall take place: 1) Charter will make a determination on the need to locate and mark Impacted Private Lines including, but not limited to, the methods and arrangements for same and 2) If deemed by Charter necessary to do so, a qualified Charter contractor (hereinafter "Service Partner") shall locate (including verification of) and clearly mark all Impacted Private Lines to the extent required by Charter. In the event that Charter damages any clearly marked Impacted Private Lines along the routes or in the location in which Charter installs any Equipment, and only to the

extent such damage(s) arise from Charter's Equipment installation activities on the Premises, then Charter shall promptly, within a reasonable period of time, repair said damage(s) to Property Owner's reasonable satisfaction, after receipt of written notice from Property Owner describing the scope and extent of such damage(s), which written notice, if needed, shall be provided to Charter no later than two hundred seventy (270) days from the Effective Date of this Agreement.

4. **INSURANCE.** Charter shall maintain, at Charter's sole cost and expense, within ten (10) business days of the execution of this Agreement (a) commercial general liability insurance including Property Damage, Bodily Injury and contractual liability insurance subject to standard insurance carrier exclusions, in the amount of \$2,000,000 each occurrence covering (i) to the extent caused by acts of Charter, damages to the Premises and (ii) the operations of Charter at the Premises, (b) Auto Liability, including Bodily Injury and property damage in the amount of \$1,000,000 each accident and (c) worker's compensation insurance to comply with the applicable laws of the State in which the Premises are located.

**CHARTER:** *Charter Communications Entertainment I, LLC*

**PROPERTY OWNER:**

\_\_\_\_\_  
**By:** *Charter Communications, Inc., its Manager*

By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

201604194616103

201604194616103

**BUSINESS INTERNET ACCESS, VIDEO AND MUSIC SERVICE AGREEMENT**

This Service Agreement ("Agreement") is executed and effective upon the latest date of the signatures set forth in the signature block below ("Effective Date") by and between Charter Communications Entertainment I, LLC, ("Spectrum Business\*" or "Charter") with a corporate office at 12405 Powerscourt Drive, St. Louis, Missouri 63131 and Village of Freeburg - VNN, ("Customer") with offices located at 14 SOUTHGATE CTR, FREEBURG, IL 62243.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below and/or in a Service order(s) executed by both parties (each instance of site identification and order a "Service Order" or collectively the "Service Orders"), which shall be incorporated in this Agreement upon execution. **This Agreement and each Service Order will be effective only after both parties have signed each document.**

*\*Spectrum Business is the commercial brand of Charter Communications, Inc.*

**SERVICE ORDER**

**Under the Business Internet, Video and Music Service Agreement**

**CUSTOMER INFORMATION:**

Account Name: Village of Freeburg

Invoicing Address: 14 Southgate Center, Freeburg, IL 62243

Invoicing Special Instructions: \_\_\_\_\_

**SITE-SPECIFIC INFORMATION:**

New  Renew  Change: Order Type: New Customer

Service Location (Address): 14 SOUTHGATE CTR, FREEBURG, IL 62243

Service Location Name (for purposes of identification): \_\_\_\_\_

Service Location Special Instructions: \_\_\_\_\_

Non-Hospitality or Non-Video

**Customer Contact Information.** To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name	Julie Polson	same	Steve Hursey
Phone	618-539-5705		618-531-1407
Cell			
Email Address	jpolson@freeburg.com		steve@telecomdirectusa.com

MONTHLY SERVICE FEES:		
<b>Data Services:</b>		
<i>Spectrum Business Bundle: No Bundle *</i>		
<u>Base Service</u>	Network Miles: Class of Service:	
MEF Service Types (if applicable): _____		\$450.00
Speed: _____	100 Mbps (Down/Up)	
CPE: _____		
<u>IP Options</u>		
Static IP Package:	BI: IPv4, Static /28 (13 IP pack)	\$0.00
Static IP Addresses: _____		

\* If Customer has selected the Spectrum Business Special Offers, the Section 3(i) of the Commercial Terms of Service (for Spectrum Business Bundle) shall apply.

ONE-TIME CHARGES:
<b>ONE-TIME CHARGES \$0.00</b>

**2. TOTAL FEES.**

Total Monthly Service Fees of \$450.00 are due upon receipt of the monthly invoice.

3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 36 months. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms and Charter may then apply Charter's then-current Monthly Service Fees unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.
4. **EPLAN SERVICES.** *Applicable only to EPLAN Data Transport Service.* Customer acknowledges that EPLAN Services consist of multiple end points connecting your designated locations to create a shared-data network. As new service locations are added to your EPLAN Services, the Network Miles will increase. The performance parameter metric Delay is impacted by the total Network Miles. Therefore, the applicable Delay metric is based upon the then-total Network Miles of the total of EPLAN Services provided by Charter to Customer. Customer acknowledges that the applicable Delay metric will be based upon the then-current total Network Miles.

\* Your current Mileage Band is shown as Total EPLAN Network Miles in the above Monthly Service Fees table.

5. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Charter that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
6. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this

Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.

- 7. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Charter may rely on such copy of the Agreement and Service Order as if it were the original.

**NOW THEREFORE,** Charter and Customer agree to the terms and conditions included within this Service Agreement, including the Commercial Terms of Service which follow, and hereby execute this Service Agreement by their duly authorized representatives.

**Charter Communications Entertainment I, LLC**

**Village of Freeburg - VNN**

By:

**By: Charter Communications, Inc., its Manager**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Charter Commercial Subscriber Privacy Policy

## TV Internet Phone

### Charter Commercial Subscriber Privacy Policy:

Charter takes the protection of our subscribers' ("You," "Your" or "Customer(s)") privacy seriously. The following privacy policy ("Policy") applies to those Charter commercial Customers who subscribe to Charter's commercial video programming, high-speed Internet and/or telephone service (individually and collectively the "Service") and describes the Customer information that Charter collects and retains, how Charter uses and protects it, the limited cases where Charter may disclose some or all of that information, and Your rights under the Cable Communications Policy Act of 1984 ("Cable Act"). Depending upon the Charter Service to which You subscribe, parts of this Policy may not be applicable to You. Charter values Your privacy and considers all personally identifiable information contained in our business records to be confidential. Please review this Policy and, if You are a Charter telephone service subscriber, the attached Customer Proprietary Network Information ("CPNI") Policy (the "CPNI Policy"), in conjunction with Your service agreement, terms of service and acceptable use policy ("Your Service Agreement"). Charter will provide You copies of this Policy annually and the CPNI Policy at least once every two years, whether or not we have revised the policies. We may modify this Policy at any time. The most current version of this Policy can be found on [www.charter.com](http://www.charter.com). If you find the changes unacceptable and if those changes materially and adversely impact Your use of the Service, you may have the right to cancel Your Service under Your Service Agreement. If you continue to use the Service following the posting of a revised Policy, we will consider that to be your acceptance of and consent to the Policy as revised.

### What type of information does Charter collect?

Charter collects both personally identifiable information and non-personal information about You when You subscribe to our Service. Charter uses its system to collect personally identifiable information about You: (a) when it is necessary to provide our services to You; (b) to prevent unauthorized reception of our services; and (c) as otherwise provided in this Policy. Charter will not use the system to collect Your personally identifiable information for other purposes without Your prior written or electronic consent. Charter also collects personally identifiable and non-personal information about You when You voluntarily provide information to Charter, as may be required under applicable law, and from third parties, as described in this Policy. Personally identifiable information is any information that identifies or can potentially be used to identify, contact, or locate You. This includes information that is used in a way that is personally identifiable, including linking it with identifiable information from other sources, or from which other personally identifiable information can easily be derived, including, but not limited to, name, address, phone or fax number, email address, spouses or other relatives' names, drivers license or state identification number, financial profiles, tax identification number, bank account information, and credit card information. Personally identifiable information does not include information that is collected anonymously (i.e., without identification of the individual or business) or demographic information not connected to an identified individual or business.

Non-personal information, which may or may not be aggregated information about our Customers and may include information from third parties, does not identify individual Customers. Charter may combine third party data with our business records as necessary to better serve our Customers. Examples of non-personal information include IP addresses, MAC addresses or other equipment identifiers, among other data. Our systems may automatically collect certain non-personal information when You use an interactive or transactional service. This information is generally required to provide the service and is used to carry out requests a Customer makes through a remote control or set-top box.

We may also collect and maintain information about Your account, such as billing, payment and deposit history; maintenance and complaint information; correspondence with or from You, information about the service options that You have chosen; information on the equipment You have, including specific equipment identifiers; and information about Your use of our services, including the type, technical arrangement, quantity, destination and amount of use of certain of those services, and related billing for those services.

Charter also collects customer-provided customization settings and preferences. By using our service, You consent to our collection of this information and other information communicated to Charter such as correspondence, responses to surveys or emails, information provided in chat sessions with us, registration information, or participation in promotions or contests.

If You subscribe to our video service, then in certain of our systems, our set-top boxes automatically collect information that may be used to determine which programs are most popular, how many set-top boxes are tuned to watch a program to its conclusion and whether commercials are being watched, as well as other audience-measurement focused information. Our processes are designed to track

this information and audience statistics on an anonymous basis. Information such as channel tuning, the time the channel is changed, and when the set-top box is "on" or "off" is collected at a secure database in an anonymous format. Charter, or our contractors or agents, may from time to time share the anonymous information with our advertisers, content providers, or other third parties with whom we have a relationship. We will not provide our advertisers, content providers, or these other third parties with personally identifiable information about You unless we have received Your consent first, except as required by law. (See "Who sees the information collected by Charter?")

### Why does Charter collect personally identifiable information?

Charter collects and uses personally identifiable information to:

- properly deliver our Services to You;
- provide You with accurate and high quality customer service;
- perform billing, invoicing and collections;
- provide updates, upgrades, repairs or replacements for any of our service-related devices or software used in providing or receiving services;
- protect the security of the system, prevent fraud, detect unauthorized reception, use, and abuse of Charter's Services or violations of our policies or terms of service;
- keep You informed of new or available products and services;
- better understand how the Service is being used and to improve the Service;
- manage and configure our device(s), system(s) and network(s);
- maintain our accounting, tax and other records; and
- comply with applicable federal and state laws and regulations, as well as for the general administration of our business.

If You use an interactive or transactional service, for example, responding to a survey or ordering a pay-per-view event, the system will collect certain additional personally identifiable information, such as account and billing information or Customer-provided locale and service preferences, to properly bill You for the services purchased and to provide You with a more personalized experience. In addition, certain information such as Your connections to our system is automatically collected to, for example, make it possible for Your digital boxes to receive and process the signals for the services You order.

Charter may also collect personally identifiable information from third parties to enhance our customer database for use in marketing and other activities. Charter also collects personally identifiable information from third parties to verify information You have provided us and collects personally identifiable information from credit reporting agencies to, for example, determine Your creditworthiness, credit score, and credit usage. Charter also may maintain research records containing information obtained through voluntary subscriber interviews or surveys.

If You subscribe to our high-speed Internet service, Charter transmits personally identifiable and non-personal identifiable information about You over the Service when You send and receive e-mail and instant messages, transfer and share files, make files accessible, visit websites, or otherwise use the Service and its features. Our transmission of this information is necessary to allow You to use the Service as You have chosen and to render the Service to You.

### Who sees the information collected by Charter?

Charter will only disclose personally identifiable information to others if: (a) Customer provides written or electronic consent in advance, or (b) it is permitted or required under federal or applicable state law. Specifically, federal law allows Charter to disclose personally identifiable information to third parties:

- when it is necessary to provide Charter's services or to carry out Charter's business activities;
- as required by law or legal process; or
- for mailing list or other purposes, subject to Your ability to limit this last type of disclosure.

To provide services and carry out our business activities, certain authorized people have access to Your information, including our employees, entities affiliated through common ownership or control with Charter and third parties that provide and/or include: billing and collection services; installation, repair and customer service subcontractors or agents; program guide distributors; software vendors; program and other service suppliers for audit purposes; marketers of Charter's products and services; third party auditors; our attorneys and accountants; and/or strategic partners offering or providing products or services jointly or on behalf of Charter. The frequency of disclosures varies according to business needs, and may involve access on a regular basis. Charter restricts third parties' use of Your information to the

purposes for which it is disclosed and prohibits third parties from further disclosure or use of Your personally identifiable information obtained from us, whether for that third party's own marketing purposes or otherwise.

Unless You object in advance, federal law also allows Charter to disclose through "mailing lists," personally identifiable information, such as Your name, address and the level of Your service subscription, to non-affiliated entities, including advertisers and marketing entities, for non-service related purposes, including product advertisement, direct marketing and research. Under no circumstances will Charter disclose to these advertising entities the extent of Your viewing habits or the transactions You make over the system. Charter, or our contractors or agents, may from time to time share non-personal and/or aggregate information such as the number of Service subscribers who match certain statistical profiles (for example, the number of subscribers in various parts of the country) with our advertisers, content providers, or other third parties with whom we have a relationship.

We may provide anonymous data to third parties who may combine it with other information to conduct more comprehensive audience analysis for us and for television advertisers. This data helps program networks and cable operators decide on which programs, channels, and advertising to carry. Charter may also use that information to distribute targeted advertising to You without having disclosed any of Your personally identifiable information to the advertisers. These advertisements may invite interactive or transactional follow-up from You. By using any of Charter's interactive services, You consent to our collection of this additional information. Unless You consent first or except as required by law, only anonymous information is disclosed to audience measurement services.

As part of its business activities, if Charter enters into a merger, acquisition, or sale of all or a portion of our assets, Charter may transfer Customers' personally identifiable and non-personal information as part of the transaction.

If You subscribe to our telephone service, Your name, address and/or telephone number may be transmitted via Caller ID, published and distributed in affiliated or unaffiliated telephone directories, and available through affiliated or unaffiliated directory assistance operators. We take reasonable precautions to ensure that non-published and non-listed numbers are not included in the telephone directories or directory assistance services, although we cannot guarantee that errors will never occur. Please note that Caller ID blocking may not prevent the display of Your name and/or telephone number when You dial certain business numbers, 911, 900 numbers or toll-free 800, 866, 877 or 888 numbers.

If allowed by and after complying with any federal law requirements, Charter may disclose personally identifiable information about Customer to representatives of government or to comply with valid legal process, except as provided below, disclosures shall not include records revealing Customer's selection of video programming. Disclosures to representatives of government may be made pursuant to an administrative subpoena, warrant, court order, our reasonable discretion in cases of emergency or serious physical injury, or other permitted means. In these situations, Charter may be required to disclose personally identifiable information about a Customer without Customer's consent and without notice to the Customer. Law enforcement agencies may, by federal or state court order, and without notice to You, obtain the right to install a device that monitors Your Internet and e-mail use, including addresses of email sent and received and in some cases the content of those communications; and/or Your use of our telephone service, including listings of incoming and outgoing calls and in some cases the content of those calls. In some instances where there are valid legal requests for or orders for disclosure of Your information, we may notify You of the requests or orders and then it may be up to You to object or take specific action to prevent any disclosures pursuant to those requests or orders.

Where a governmental entity is seeking personally identifiable information of a Customer who subscribes to Charter's video services only or records revealing Customer's selection of video programming, the Cable Act requires a court order and that the video subscriber be afforded the opportunity to appear and contest in a court proceeding relevant to the court order any claims made in support of the court order. At such a proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the prosecution of the case. Except in certain situations (such as with respect to those who owe, or are owed, welfare or child support) state welfare agencies may obtain the names, addresses, and certain other Customer information as it appears in Charter's subscriber records under the authority of an administrative subpoena.

We may also use or disclose personally identifiable information about You without Your consent (a) to protect our Customers, employees, or property, (b) in emergency situations, (c) to enforce our rights in court or elsewhere, or directly with You, for violations of service terms, conditions or policies and/or (d) in order to comply with the Digital Millennium Copyright Act or as otherwise required by law, for example, as part of a regulatory proceeding.

#### Note to California Customers Regarding Your Privacy Rights:

California law requires Charter provide to certain Customers, upon request, certain information regarding the sharing of personally identifiable information to third parties for their direct marketing purposes. As mentioned above, Charter does not share personally identifiable information with unaffiliated third parties for their own direct marketing purposes. However, Charter may share personally identifiable information with some same-branded affiliates for those affiliates' direct marketing purposes (and, if a Charter telephone subscriber, then subject to the restrictions in the attached CPNI Policy). If You make a request by phone or on-line, Charter will provide You with the number of its same-branded affiliates in California and a list of personal information that it may have shared with some or all such affiliates.

#### Can I prohibit or limit Charter's use and disclosure of my personally identifiable information?

If You do not want Your name, address, level of service or other personally identifiable information disclosed to third parties in a "mailing list" as explained above, please register this preference at <http://unsubscribe.charter.com> or by contacting us by telephone at 1-888-GET-CHARTER. Customers of our video service cannot opt-out of the collection of audience measurement data.

Also, if You do not want to receive marketing messages (e.g., phone calls, emails, and direct mail) from Charter, You may call 1-888-GET-CHARTER or visit <http://unsubscribe.charter.com> and make a request to have your privacy preferences updated. Please note that such request will not eliminate all telephone calls, emails or direct mail sent to You from Charter as Charter may still continue to send non-marketing account-related messages to You.

#### How long does Charter maintain personally identifiable information?

Charter will maintain personally identifiable information about You as long as You are a subscriber to Charter's Service and as long as necessary for the purpose for which it was collected. If You are no longer a subscriber to any Charter Service and the information is no longer necessary for the purpose for which it was collected, Charter will only keep personally identifiable information as long as necessary to comply with laws governing our business. These laws include, but are not limited to, tax and accounting requirements that require record retention. Charter will also maintain personally identifiable information to satisfy pending requests for access by a subscriber to his/her information or pursuant to a court order. Charter will destroy Customers' personally identifiable information when the information is no longer necessary for the purpose for which it was collected, when there are no longer pending requests for such information, and when it is no longer necessary to retain the information under applicable laws.

#### How does Charter protect customer information?

Charter takes the security of our Customers' personally identifiable information seriously. Charter takes such actions as are reasonably necessary to prevent unauthorized access by entities other than Charter to personally identifiable information. Charter uses security and/or encryption technology to secure certain sensitive personally identifiable information when it collects such information over the system. Charter restricts access to its customer database and secures the content by use of firewalls and other security methods. Charter limits access to databases containing Customers' personally identifiable information to those specifically authorized employees and agents of Charter and other parties identified in the "Who sees the information collected by Charter?" section above. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information.

You need to help protect the privacy of Your own information. You and others who use Your equipment must not give identifying information to strangers or others whom You are not certain have a right or need to the information. You also must take precautions to protect the security of any personally identifiable information that You may transmit over any home networks, wireless routers, wireless fidelity (WiFi) networks or similar devices by using encryption and other techniques to prevent unauthorized persons from intercepting or receiving any of Your personally identifiable information. You are responsible for the security of Your information when using unencrypted, open access or otherwise unsecured networks in Your home. For more information on things you can do to help protect the privacy of Your own information, visit [www.charter.com/security](http://www.charter.com/security) or [www.OnGuardOnline.gov](http://www.OnGuardOnline.gov).

#### Can I see the information that Charter collects about me?

You have a right under the Cable Act to see Your personally identifiable information that Charter collects and maintains. The information Charter has about its Customers is maintained at the local offices where service is provided, in our systems, and at our corporate headquarters. If You would like to see Your information, please send a written request to Your local Charter office. To find the location of your local office please visit [www.charter-business.com](http://www.charter-business.com). Charter will be glad to make an appointment for You to come in to Your local office during regular business hours. If Your review

reveals an error in our records, Charter will correct it. You may also be able to access certain information about You or Your account by telephone or online at [www.charter-business.com](http://www.charter-business.com), depending upon the information You have provided.

#### **Does Charter protect children's privacy?**

Charter is concerned about children's privacy and does not knowingly collect personally identifiable information from anyone under the age of 13 over its Service unless otherwise expressly identified. At those specific parts of our Service, Charter will provide a special notice or other information describing the additional privacy protections that may apply. Charter urges children to always obtain a parent or legal guardian's permission before sending any information about themselves over the internet and urges parents and legal guardians to be vigilant regarding children's internet usage. Other services or web pages accessed through Charter's Service may have different policies on collection of information pertaining to children and You should consult their privacy policies and read their notices if You have any concerns about the collection or use of such information by those entities.

#### **How does Charter use cookies and web beacons?**

A cookie is a small file that stores information in Your browser on Your computer. Charter places cookies in Your browser that contain some of the information You provide when You register with us and when You set up a personalized service or customize Your settings and preferences on our websites. Charter does not store highly sensitive personal information such as Your password, e-mail address or credit card number in cookies. Cookies enable Charter to summarize overall usage patterns for analysis. In addition, Charter uses cookies to provide personalized services such as saving your astrological sign on Charter.net. Charter may also use cookies to provide a more useful online experience, such as allowing You to quickly enter a sweepstakes if You're already logged on.

A web beacon is an invisible graphic on a web page that is programmed to collect non-personally identifiable information about Your use of a given site. Like cookies, web beacons allow Charter and its technology providers to summarize overall usage patterns for our analysis and provide personalized services. Charter does not share or provide personally identifiable information we may collect, such as names, e-mail addresses and phone numbers with our advertisers without Your express permission. However, Charter may provide site usage information linked to your personally identifiable information to law enforcement or others in compliance with valid legal process or in other situations as stated in the "Who Sees the Information Collected by Charter?" paragraphs above.

You may opt-out of the cookies delivered by Charter on its websites by changing the setting on Your browser. Depending on Your privacy settings, please be aware that this may disable all cookies delivered to Your browser, not just the ones delivered by Charter.

#### **Targeted Marketing**

Charter wants to make its advertisements for its goods and services more relevant to You. Charter collects and uses non-personal information, such as information about Your visits to our websites and IP address, and personally identifiable information, such as information You provide Charter and from Your Charter account (see "What type of Information does Charter Collect?"), to identify and present such tailored advertisements for Charter's goods and services. In addition, Charter may partner with a third-party advertising company who may utilize cookies, web beacons, or other technology to deliver or facilitate the delivery of targeted advertisements about Charter's goods and services on third-party websites. Charter will not provide this partner with access to Your name, address, e-mail address, telephone number or other personally identifiable information. When these targeted online advertisements are based on Your personally identifiable information and displayed on third-party websites, You may opt-out by going to <http://unsubscribe.charter.com> and requesting to have Your privacy preferences updated. After doing so, we recommend that You also remove any unwanted cookies from Your browser. For more information on how to adjust these settings go to Charter.com > Support > Internet Help.

#### **What can I do if I believe Charter has violated my rights?**

You may enforce the limitations imposed on us by federal law with respect to the collection and disclosure of personally identifiable subscriber information about You, through a civil action under federal law, in addition to other rights and remedies that may be available to You under federal or other applicable laws.

#### **What if I have any questions?**

If You have any questions about our privacy protections and policies, please contact Your local customer service office. You can find the phone number for Your local customer service office on Your monthly bill statement or by visiting Charter's website at [www.charter-business.com](http://www.charter-business.com).

#### **IMPORTANT NOTE:**

This Policy does not apply to Your use of any Charter website. You should review the privacy policy applicable to each site, which is available under the "Your Privacy Rights" or "Privacy Policy" section of each Charter website. This Policy also does not apply to those residential customers who subscribe to Charter's residential video programming, high-speed Internet and/or telephone service. The Residential Subscriber Privacy Policy is available under the "Your Privacy Rights" section of [www.charter.com](http://www.charter.com).

Effective: May 4, 2010

#### **Charter Commercial Customer Proprietary Network Information (CPNI) Policy**

The following CPNI Policy is in addition to requirements set forth in Charter's Commercial Subscriber Privacy Policy and is subject to some permitted uses and disclosures of your name, address, and/or telephone number outlined in the Privacy Policy. The information that we have (1) relating to the quantity, technical configuration, type, destination, location, and amount of Your use of telephone service, and / or (2) contained on Your telephone bill concerning the telephone services that You receive is subject to additional privacy protections. That information, when matched to Your name, address, and telephone number is known as "Customer Proprietary Network Information," or CPNI for short. Examples of CPNI include information typically available from details on a customer's monthly telephone bill -- the type of line, technical characteristics, class of service, current telephone charges, long distance and local service billing records, directory assistance charges, usage data, and calling patterns. As a subscriber to our telephone services, You have the right, and Charter has a duty, under federal law to protect the confidentiality of CPNI. Charter offers many communications-related services, such as, for example, Charter Internet services. From time to time we would like to use the CPNI information we have on file to provide You with information about our communications-related products and services or special promotions. Our use of CPNI may also enhance our ability to offer products and services tailored to Your specific needs. We would like Your approval so that we, our agents, affiliates, joint venture partners, and independent contractors may use this CPNI to let You know about communications-related services other than those to which You currently subscribe that we believe may be of interest to You. You do have the right to restrict this use of CPNI.

IF WE DO NOT HEAR FROM YOU WITHIN 30 DAYS OF THIS NOTIFICATION, WE WILL ASSUME THAT YOU APPROVE OUR USE OF YOUR CPNI FOR THE PURPOSES OF PROVIDING YOU WITH INFORMATION ABOUT OTHER COMMUNICATIONS-RELATED SERVICES. YOU HAVE THE RIGHT TO DISAPPROVE OUR USE OF YOUR CPNI, AND MAY DENY OR WITHDRAW OUR RIGHT TO USE YOUR CPNI AT ANY TIME BY CALLING THE TELEPHONE NUMBER REFLECTED ON YOUR MONTHLY BILLING STATEMENT OR 1-888-GET-CHARTER. We will also honor any restrictions applied by state law, to the extent applicable. Charter also offers various other services that are not related to the communications services to which You subscribe. Under the CPNI rules, some of those services, such as Charter video services, are considered to be non-communications related services. Occasionally, You may be asked during a telephone call with one of our representatives for Your oral consent to Charter's use of Your CPNI for the purpose of providing You with an offer for products or services not related to the telephone services to which You subscribe. If You provide Your oral consent for Charter to do so, Charter may use Your CPNI for the duration of such telephone call in order to offer You additional services. Any action that You take to deny or restrict approval to use Your CPNI will not affect our provision to You, now or in the future, of any service to which You subscribe. You may disregard this notice if You previously contacted us in response to a CPNI Notification and denied use of Your CPNI for the purposes described above. Any denial of approval for use of Your CPNI outside of the service to which You already subscribe is valid until such time as Your telephone services are discontinued or You affirmatively revoke or limit such approval or denial. The CPNI Policy above may be required by law to apply to our Voice over Internet Protocol, or, IP voice services.

Effective: May 4, 2009

## COMMERCIAL TERMS OF SERVICE

1. **AGREEMENT TERM.** This Agreement shall terminate upon the lawful termination of the final existing Service Order entered into under this Agreement.
2. **SERVICE.** Charter shall provide the Services during the Service Period to Customer at the site(s) identified in the Service Order(s). "Service Period" is the time period starting on the date the Services are functional in all material respects and available for use (the "Turn-up Date"), and continuing for the number of months specified in the Service Order(s).
3. **STANDARD PAYMENT TERMS.** Customer shall pay fees and charges for the Services in the amount specified on the Service Order in accordance with this Agreement. A one-time charge ("OTC") is a nonrecurring fee for construction, Service installation charge(s), repair, replacement, or any other nonrecurring costs or charges. "Equipment" means the components (e.g., any gateway or edge electronic device, node, router, switch, communications lines/cables, etc.) that make up the Network. "Network" means all of the physical elements necessary to provide the Services.
  - (a) **Charges.** Customer shall pay all associated charges with the Service(s), as set forth or referenced in the applicable Service Order(s) or invoiced by Charter. These charges may include, but are not limited to a monthly service fee ("MSF"), nonrecurring fees for construction, installation, repair, replacement or other one-time charges ("OTC"), usage charges such as, pay-per-view charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated), MSFs shall be subject to increases attributable to programming, license, copyright, retransmission and/or other similar costs imposed upon Charter, Charter shall provide not less than thirty (30) days prior notice to Customer of any MSF change.
  - (b) **Taxes, Surcharges, and Fees.** Customer shall pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law. A copy of Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees. Charter reserves the right from time to time to change the surcharges for Services under this Agreement to reflect the charges or payment obligations imposed on Charter which Charter is permitted or required under applicable law to pass through to Customer (e.g., universal service fund ("USF") charges, franchise fees etc.).
  - (c) **Change Requests.** Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable site are the sole financial responsibility of Customer. Charter shall notify Customer, in writing, of any additional OTCs and/or adjustments to MSFs associated with or applicable to such Customer change requests prior to making any such additions or modifications. Customer's failure to accept such additional charges within three days of receiving such notice shall be deemed a rejection by Customer, and Charter shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MSFs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).
  - (d) **Site Visits and Repairs.** If Customer's misuse, abuse or modification of the Services, Equipment or Network results in a visit to the Customer site for inspection, correction or repair, Charter may charge Customer a site visit fee as well as charges for any resulting Equipment or Network repair or replacement, which may be necessary.
  - (e) **Invoicing Errors.** Customer must provide written notice to Charter of any invoice errors or disputed charges within 30 days of the invoice date on which the errors and/or disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged.
  - (f) **Late Fees.** Undisputed amounts not paid within 30 days of the invoice date shall be past due and subject to a late fee of not more than 1.5% per month or the maximum amount permitted by law.
  - (g) **Non-payment.** If Services are suspended due to late payment, Charter may require that Customer pay all past due charges, a reconnect fee, and one or more MSFs in advance before reconnecting Services.
  - (h) **Collection Fees.** Charter may charge a reasonable service fee for all returned checks and bank card, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Charter in collecting any unpaid amounts due under this Agreement.
  - (i) **Bundled Pricing.** If Customer has selected a Spectrum Business Bundle ("SBB") specifically, the following conditions shall apply:
    - i. In consideration for Customer's purchase of all Services in the SBB and only with respect to that period of time during which Customer continues to purchase such SBB, Charter shall apply a discount to the Services ordered under the applicable Service Order(s). Such discount has been applied to the Services included in Charter's bundled pricing offer and is reflected in the MSF for such Services.

- ii. Upon discontinuation or termination by Customer of any component of a Service of the applicable SBB, the pricing for the remaining Services shall revert to Charter's a la carte pricing for such Services in effect at the time. Termination liability applicable to the Services under this Agreement shall otherwise remain unchanged.

#### 4. SERVICE LOCATION ACCESS AND INSTALLATION.

- (a) Access. Charter will require reasonable access to each service location listed on a Service Order ("Service Location") as necessary for Charter to review, install, inspect, maintain or repair any Equipment or Materials necessary to provide the Services. If Customer owns or controls the Service Location(s), Customer grants Charter permission to enter the Service Location(s) for the exercise of such right. If a Service Location is not owned and/or controlled by Customer, Customer will obtain, with Charter's assistance, appropriate right of access. If such right of access for Charter is not obtained by either party, then Charter's obligations with respect to such Service Location shall be considered null and void.
- (b) Installation Review; Subsequent Interference. Charter may perform an installation review of each Service Location prior to installation of the Services. Upon request, Customer shall provide Charter with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review. If Charter determines that safe installation and/or activation of one or more of the Services will have negative consequences to Charter's personnel or Network or cause technical difficulties to Charter or its customers, Charter may terminate the Service Order effective upon written notice to Customer or may require Customer to correct the situation before proceeding with installation or activation of the Services.  

If during a Service Period, or any renewal thereof, (i) proper operation of Equipment or provision of a Service is no longer unhindered or possible as a result of interference or obstruction due to any cause other than Charter or (ii) such interference/obstruction or its cause may endanger, hinder, harm or injure Charter's personnel or Network and/or cause technical difficulties to Charter or its customers, Charter may terminate the affected Service Order(s) without liability upon written notice to Customer.
- (c) Site Preparation. Customer shall be responsible for necessary preparations at its location(s) for delivery and installation of Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture and furnishings as necessary to access the Equipment or Services. Upon request, Customer shall provide any available electrical, utility service, and/or general physical network diagrams or maps prior to installation or maintenance work to be undertaken by Charter.
- (d) Installation. Charter will schedule one or more installation visits with Customer. Customer's authorized representative must be present during installation. If

during the course of installation Charter determines additional work is necessary to enable Charter to deliver the Services to the Service Location, Charter will notify Customer of any additional OTCs. If Customer does not agree to pay such OTCs by executing a revised Service Order within five business days of receiving the same, Customer and Charter shall each have the right to terminate the applicable Service Order. Customer shall connect Customer's computer or network to applicable Charter-provided Equipment to enable access to the Services. Charter shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation.

- (e) Ongoing Visits. Charter will need periodic access for inspection, operation and maintenance of the Network. Except in emergency situations, Charter will obtain approval from Customer (not to be unreasonably withheld or delayed) before entering Customer Premises. At Charter's request, Customer, or a representative designated by Customer, will accompany Charter's employees or agents into any unoccupied unit for any purpose relating to the Equipment.

#### 5. EQUIPMENT AND MATERIALS.

- (a) Responsibilities and Safeguards. Except as otherwise provided in this Agreement or any Service Order(s), neither party shall be responsible for the maintenance or repair of cable, electronics, structures, Equipment or materials owned by the other party; provided, however, that subject to the indemnification limitations set forth in this Agreement, each party shall be responsible to the other for any physical damage or harm such party causes to the other party's personal or real property through the damage –causing party's negligence or willful misconduct. Customer shall:
  - i. Safeguard Equipment against others;
  - ii. Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment;
  - iii. Not hire nor permit anyone other than personnel authorized by Charter acting in their official capacity to perform any work on Equipment; and
  - iv. Not move nor relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of Charter.

Any unauthorized connection or other tampering with the Services or Equipment shall be cause for immediate suspension of Services, termination of this Agreement and/or legal action, and Charter shall be entitled to recover damages, including the value of any Services and/or Equipment obtained in violation of this Agreement in addition to reasonable collection costs including reasonable attorney fees. Should any antenna, or signal amplification system for use in connection with communication equipment hereafter be installed on the Premises which interferes with the Services, Charter shall

not be obligated to distribute a signal to the Premises better than the highest quality which can be furnished without additional cost to Charter as a result of such interference, until such time as the interference is eliminated.

- (b) Customer Security Responsibilities. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service and/or Equipment. Charter may suspend the Services upon learning of a breach of security and will attempt to contact Customer in advance, if practicable.
  - (c) Ownership. Notwithstanding any other provision contained in this Agreement to the contrary, all Equipment and materials installed or provided by Charter are and shall always remain the property of Charter, shall not become a fixture to the Premises, and must be returned to Charter at any time Services are disconnected in the condition in which they were received subject to ordinary wear and tear. Customer will not sell, lease, assign nor encumber any Equipment. Customer shall not obtain or acquire title to, interest or right (including intellectual property rights) in the Service or Equipment other than to the limited extent of use rights expressly granted under this Agreement.
  - (d) Equipment Return, Retrieval, Repair and Replacement. Immediately upon termination of this Agreement and/or Service Order(s) ("Termination"), at the discretion of Charter, Customer shall return, or allow Charter to retrieve, the Equipment supplied by Charter to Customer. Failure of Customer to return, or allow Charter to retrieve, Equipment within 10 days after Services are terminated will result in a charge to Customer's account equal to the retail cost of replacement of the unreturned Equipment. Customer shall pay for the repair or replacement of any damaged Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material/workmanship defects, together with any costs incurred by Charter in obtaining or attempting to regain possession of such Equipment, including reasonable attorney fees.
- 6. ADMINISTRATIVE WEB SITE.** Charter may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Charter may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Charter if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site, and Charter shall only be entitled to rely on all Customer uses of and submission to the

Administrative Web Site as authorized by Customer. Charter shall not be liable for any loss, cost, expense of other liability arising out of any Customer use of the Administrative Web Site, Charter may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.

- 7. VIDEO, MUSIC AND CONTENT SERVICE.** This Video, Music and Content Service Section shall only apply if Video, Music and Content Services are included in a Service Order under this Agreement; however, continued use or reception of the Video Services is subject to the provisions of this Agreement.
- (a) Music Rights Fees. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and SESAC, Inc. (SESAC) or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services.
  - (b) Premium and Pay-Per-View. Customer may not: (i) exhibit any premium Services such as HBO or Showtime in any public or common area; (ii) order or request Pay-Per-View (PPV) programming for receipt, exhibition or taping in a commercial establishment; or (iii) exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Charter's prior written consent.
  - (c) HD Formatted Programming. If Customer has selected High Definition ("HD") formatted programming, Customer is responsible for provision, installation and maintenance of the receiving equipment and/or facilities necessary for its reception and display. Any failure of Customer to fulfill the foregoing obligation shall not relieve Customer of its obligation to pay the applicable MSFs or OTCs for the HD formatted programming.
  - (d) Provision of Service. Without notice, Charter may preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, line-up applicable to, and/or distribution of its Video Services.
  - (e) Restrictions. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the Services (or any part thereof); or (ii) transmit the Services by any television or radio broadcast or by any other means or use the Services outside the Service Location. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. With respect to the music programming comprising a

portion of the Services, Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the Services are being performed or are to be performed; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the Services; or (iii) insert any commercial announcements into the Services or interrupt any performance of the Services for the making of any commercial announcements.

**8. INTERNET ACCESS SERVICE.** This Internet Access Service Section shall only apply if Internet Access Services are included in a Service Order under this Agreement; however, continued use of the Internet Service shall be subject to the provisions of this Agreement.

- (a) Customer shall (i) maintain certain minimum equipment and software to receive the Service (see [www.business.spectrum.com](http://www.business.spectrum.com) (or the applicable successor URL) for the current specifications); (ii) ensure that any person who has access to the Internet Services through Customer's computer(s), Service Location, facilities or account shall comply with the terms of this Agreement, (iii) be responsible for all charges incurred and all conduct, whether authorized or unauthorized, caused by use of Customer's computers, service locations, facilities or account using the Internet Services.
- (b) Internet Service Speeds. Charter shall use commercially reasonable efforts to achieve the Internet speed selected by Customer on the Service Order, however, actual Internet speeds may vary. Many factors affect speed including, without limitation, the number of workstations using a single connection.
- (c) Electronic Addresses. All e-mail addresses, e-mail account names, and IP addresses ("Electronic Addresses") provided by Charter are the property of Charter. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.
- (d) Changes of Address. Charter may change addressing schemes, including e-mail and IP addresses.
- (e) No Liability for Risks of Internet Use. The Service, Charter's network and the Internet are not secure, and others may access or monitor traffic.
- (f) No Liability for Purchases. Customer shall be solely liable and responsible for all fees or charges for online services, products or information. Charter shall have no responsibility to resolve disputes with other vendors.
- (g) Blocking and Filtering. Customer assumes all responsibility for providing and configuring any "firewall" or security measures for use with the Service. Except to the extent set forth in the Supplemental Spectrum Business Security Service Section, Charter shall not be responsible in any manner for the effectiveness of these blocking and

filtering technologies. Charter does not warrant that others will be unable to gain access to Customer's computer(s) and/or data even if Customer utilizes blocking and filtering technologies, nor does Charter warrant that the data or files will be free from computer viruses or other harmful components. Charter has no responsibility and assumes no liability for such acts or occurrences.

(h) Acceptable Use Policy. Customer shall comply with the terms of Charter's Acceptable Use Policy ("AUP") found at [www.business.spectrum.com](http://www.business.spectrum.com) (or the applicable successor URL) and that policy is incorporated by reference into this Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Charter with or without notice to Customer. Charter may suspend Service immediately for any violation of the Charter AUP.

**9. SUPPLEMENTAL SERVICES.** The following Subsections shall only apply in the event the referenced supplemental service has been selected by and are being delivered to Customer. The supplemental services (also "Services") may be made up of software and hardware components. Charter shall ensure the supplemental services are operational and updated from time-to-time based on manufacturer-sent updates. Except to the limited extent described in the foregoing sentence, Charter makes no warranties of any kind (express or implied) regarding the supplemental services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, noninfringement, merchantability, and fitness for a particular purpose). Charter does not have title to and is not the manufacturer of any software or hardware components of the supplemental services nor is Charter the supplier of any components of such software or hardware. Customer shall return or destroy all software components provided to Customer upon the termination of the applicable Service Order, and in the case of the destruction thereof, shall, upon request, provide Charter with certification that such components have been destroyed. **IN NO EVENT SHALL CHARTER BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY SUPPLEMENTAL SERVICES.**

- (a) Hosting. This Hosting Service subsection shall only apply if one of Charter's Hosting Services ("Hosting") is included as part of the Service in a Service Order under this Agreement. Charter will provide to Customer Hosting Service in accordance with the specifications associated with the plan Customer has selected on the Service Order.
  - i. Hosting Software. The Hosting Service will permit access to a variety of resources available from selected third parties, including developer tools, communication forums and product information (collectively, "Hosting Software"). The Hosting Software, including any updates, enhancements, new features, and/or the addition of any new Web properties, may be subject to

and Customer shall comply with applicable product use rights/end user license agreements between such third parties and Customer. Without abrogating or limiting anything set forth in the Sections: Internet Access Service, this Section, No Third-Party Support, Customer Use or Performance, Charter (not the manufacturer) shall provide technical support for Hosting Service, but version changes of any such software compatibility and/or suitability with any other Customer provided software shall be Customer's responsibility. Customer hereby consents to the disclosure to the provider of Third Party Software, of Customer's name and any other necessary information for the limited purpose of licensing rights. Customer shall not use Hosting Service for or in connection with any high risk use or activity such as aircraft or other modes of human mass transportation, nuclear, or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act. **COPYING OR REPRODUCTION OF THE HOSTING SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS APPROVED IN WRITING BY CHARTER.**

- ii. Domain Names. Customer shall be solely responsible for registering for or renewing a desired domain name. Charter does not guarantee that Customer will be able to register or renew a desired domain name.
- iii. Specification Limitations. Individual websites may not at any time exceed the Hosting specifications identified on the applicable Service Order. If Customer's Hosting account exceeds the applicable specifications or is adversely impacting Charter's network or server(s), Charter may (i) contact Customer to resolve the issues; or (ii) if Customer has exceeded the then-applicable specifications in any given month, upgrade account on the next available billing cycle to the next service level tier or suspend or terminate the Hosting Service.  
  
Notwithstanding anything to the contrary, if Customer's use of the Hosting Service is causing an adverse impact on Charter's network or servers, Charter may suspend or terminate the Hosting Service without notice.
- iv. Limitation of Charter-provided Services. Certain services are not provided by Charter as part of the Hosting Service (e.g., Charter does not provide nor offer webpage creation, development, design or content services).
- v. Hosting Fees. The applicable Service Order sets forth the MSFs for the Hosting Service. Customer is responsible for payment whether or not the hosting platform is used and whether or not it

functions properly, unless such failure is caused by Charter.

- vi. Content Liability and Use Restrictions. Charter exercises no control over the content of the information passing through Customer's site(s) and it is Customer's sole responsibility to ensure that Customer and Customer's users use of the Hosting Service complies at all times with all applicable laws and regulations and the AUP. Charter shall have the right to disclose any and all available information collected from Customer to law enforcement authorities upon written request by such authorities. Information that may be disclosed includes IP addresses, account history, and files stored on servers used to provide the Hosting Service. If Customer engages in any of the following prohibited activities, Charter shall have the right to suspend or terminate the Hosting Services and/or this Agreement:
  - 1. The hosting of unlicensed software.
  - 2. Use of software or files that contain computer viruses or files that may harm user's computers;
  - 3. Any attempt or actual unauthorized access by Customer or through Customer's equipment to any Charter website or the website of any Charter customer;
  - 4. The collection or any attempt to collect personally identifiable information of any person or entity without his, her or its express written consent. Customer shall maintain records of any such written consent throughout the term of this Agreement and for three years thereafter;
  - 5. Any action or inaction which is harmful or potentially harmful to the Charter server structure;
  - 6. Running a banner exchange, free adult thumbnail gallery post and/or free adult image galleries on your website; or
  - 7. Inclusion of sites with material, links, or resources for hacking, phreaking, viruses, or any type of site that promotes or participates in willful harm to Internet sites, users or providers.
- vii. Impositions on Customer's End Users. Customer is responsible for charging and collecting from its end users any and all applicable taxes. If Customer fails to impose and/or collect any tax from its end users then, as between Charter and Customer, Customer shall be liable for such uncollected tax and any interest and penalty assessed thereon with respect to the uncollected tax. Customer shall indemnify and hold the Charter Indemnified Parties (defined below) harmless for any costs incurred or taxes or fees paid due to actions taken by the applicable taxing

authority to collect any such tax from Charter due to Customer's failure to comply with this Section.

(b) SB Security Service – Desktop and Managed. Charter's managed security service, SB Managed Security, and desktop security service, SB Desktop Security (collectively, "SB Security Service") are each made up of software and hardware components. Charter shall ensure that the selected SB Security Service(s) is/are operational and updated from time-to-time based on manufacturer-sent updates. Charter is not the manufacturer of any software or hardware components of either Spectrum Business Security Service nor is Charter the supplier of any components of such software or hardware.

(c) SB Back-Up Service. For Charter's data storage service ("SB Back-up"), Customer shall be assessed applicable OTCs and MSFs which shall be based upon Customer's selection of version retention quantity and storage tier (e.g., five gigabits). The version retention quantity selected specifies the maximum number of separate versions of a document that will be retained (running in sequential order based on the last version created). For example, if Customer has selected "seven" as the version retention quantity, Customer will be able to access the last seven versions of a particular document. In addition to OTCs and MSFs, monthly storage overage fees shall apply each month Customer exceeds the respective subscribed storage level. Additional OTCs and MSFs also apply to Customer-requested media and/or professional services.

Charter is not the manufacturer or supplier of any SB Back-Up software components. Customer shall be responsible for updating SB Back-Up from time-to-time based on updates provided by the software manufacturer, and any failure of Customer to perform such updates shall relieve Charter from any responsibility to ensure that SB Back-Up remains operational.

If the functionality of SB Back-Up cannot be maintained by Charter, Charter shall have the right to discontinue providing the Service immediately and Charter shall credit Customer's account for any pre-paid MSFs attributable to the Service, except where such lack of functionality is caused by Customer or any end user gaining access to the Service through Customer's facilities, equipment, or point of access. Customer shall not be relieved of its responsibility to continue to pay for SB Back-Up in the event SB Back-Up does not function properly as a result of Customer's failure to install and configure the software, activate the service or install manufacturer-provided updates. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT (1) IT IS CUSTOMER'S SOLE RESPONSIBILITY TO CREATE AND RETAIN THE SB BACK-UP PASSWORD THAT IS NECESSARY FOR ACCESS TO ANY DATA STORED VIA THE SB BACK-UP SERVICE AND (2) CHARTER HAS NO ACCESS TO AND DOES NOT KNOW NOR KEEP ANY RECORD OF THE PASSWORD CREATED BY CUSTOMER. FAILURE BY CUSTOMER TO RETAIN CUSTOMER'S SB BACK-UP PASSWORD SHALL RESULT IN COMPLETE LOSS

OF ACCESSIBILITY TO DATA STORED VIA SB BACK-UP.

**10. DATA NETWORKING (aka "DATA TRANSPORT")**. Charter will provide Data Networking Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more customer end-points under a unique customer topology. Charter will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Charter will also supply an edge device at each site that will be capable of receiving the Service as specified in the Service Order(s).

- i. Charter will terminate fiber-optic cable on a patch panel or provide a coaxial outlet at an agreed upon minimum point of penetration (MPOP) up to 50 feet within each facility (unless otherwise specified in the Service Order). If the hand-off point of the Data Networking Service at Customer's premise exceeds this distance, Customer may be responsible for any additional costs for internal wiring.
- ii. Customer will make available to Charter a building ground connection at each location that meets current electrical codes for the placement of a fiber-optic patch panel and/or coaxial outlet. Unless otherwise specified in the applicable Service Order, it is recommended that Customer provide a separate 20 Amp 110V AC circuit for the edge electronics, which is powered by a UPS system. Customer-supplied routing will be necessary for communication between each Service Location.
- iii. If Customer has selected "Monitoring" for a Service, Charter shall monitor the Services 24 hours a day, seven days a week. Customer shall contact the Enterprise and Strategic Marketing Network Operations Center at 1-866-603-3199 or subsequent number to report Data Networking Service problems. Additional fees may apply for Monitoring over coaxial cable.
- iv. In the event Customer is receiving Data Networking Services: Optical Ethernet EP-LAN or EVP-LAN, Charter recommends that the Customer place a router at each ingress/egress point (on Customer's side of the demarcation), which will reduce the number of customer media access control ("MAC") addresses which must be learned by Charter's network (aka 'masking') in order to be conveyed. In the event Customer chooses not to place a router on its side of the demarcation, Charter will place limitations on the number of MAC addresses that will be learned by Charter's network and, in circumstances where the customer exceeds these limitations, some Customer network traffic will be denied from entering Charter's network. Additional monthly fees will be applied if the number of MAC addresses on a given EVC (Ethernet Virtual Connection) exceeds 500, and Charter will not allow more than 1000 MAC addresses onto the network.

**11. NO THIRD-PARTY HARDWARE OR SOFTWARE SUPPORT**. Customer is responsible for the installation, repair and use of Customer-supplied third-party hardware

and/or software. For purposes of this Agreement the Hosting Software shall be considered third party software. Charter does not support third-party hardware or software supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Charter assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third party software, any Customer-supplied hardware or software with the Services. If such third-party equipment or software impairs the Services, Customer shall remain liable for payments as agreed (if any) without recourse for credit or prorated refund for the period of impairment. Charter has no responsibility to resolve the difficulties caused by such third-party equipment or software. If, at Customer's request, Charter should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Charter's discretion and at then-current commercial rates and terms.

**12. CUSTOMER USE.** Customer shall not re-sell or re-distribute access to the Service(s) or system capacity, or any part thereof, in any manner without the express prior written consent of Charter. Customer shall not use or permit third parties to use the Service(s), including the Equipment and software provided by Charter, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material. Customer shall not interfere with other customers' use of the Equipment or Services or disrupt the Charter Network, backbone, nodes or other Services. Violation of any part of this Section is grounds for immediate Termination of this Agreement and/or all Service Orders in addition to any other rights or remedies Charter may have.

**13. PERFORMANCE.** Charter will use commercially reasonable efforts in keeping with normal industry standards to ensure that the Service is available to Customer 24 hours per day, seven days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Charter's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Charter to perform its obligations under this Agreement, and Customer will not hold Charter at fault for loss of Customer revenue or lost employee productivity due to Service outages.

**14. DEFAULT; SUSPENSION OF SERVICE; TERMINATION.** No express or implied waiver by Charter of any event of noncompliance shall in any way be a waiver of any further subsequent event of noncompliance. Nothing herein, including Termination, shall relieve Customer of its obligation to pay Charter all amounts due.

(a) Default by Customer. Customer shall be in default under this Agreement if Customer does one or more of the

following things (each individually to be considered a separate event of default) and Customer fails to correct each such noncompliance within 30 days of receipt of written notice ("Default"):

- i. Customer is more than 30 days past due with respect to any payment required hereunder;
- ii. Customer otherwise has failed to comply with the terms of this Agreement or any other Service Order(s) incorporated herein.

(b) Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agreement in whole or part, at any time upon thirty (30) days prior written notice to Charter, and subject to payment of all outstanding amounts due, any applicable Termination Charges, and the return of any Charter Equipment.

(c) Charter's Right to Terminate and Termination Charge. If Customer is in Default, Charter shall have the right, at its option, without prior notice, and in addition to any other rights of Charter expressly set forth in this Agreement and any other remedies it may have under applicable law to:

- i. Immediately suspend Services to Customer until such time as the underlying noncompliance has been corrected without affecting Customer's on-going obligation to pay Charter any amounts due under this Agreement (e.g., the MSFs) as if such suspension of Services had not taken place;
- ii. Terminate the Services, this Agreement or the applicable Service Order(s).

If Termination is due to Customer' Default or is elected/done by Customer for convenience, Customer must pay Charter a Termination charge (a "Termination Charge"), which the parties recognize as liquidated damages. This Termination Charge shall be equal to 50% of the unpaid balance of the MSFs that would have been due throughout the applicable Service Period plus 100% of (1) the outstanding balance of any and all OTCs plus (2) any and all previously waived OTCs.

(d) Default by Charter. Charter shall be in default under this Agreement if Charter fails to comply with the terms of this Agreement and/or any or all of the applicable Service Order(s), and Charter fails to remedy each such noncompliance or occurrence within 30 days of receipt of written notice from Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance ("Charter Default").

(e) Customer's Right to Terminate and Termination Charge.

- i. In the event Customer wishes to terminate a Service without cause, Customer shall be liable for the same Termination Charges as described above.
- ii. Customer shall have the right, at its option and in addition to any other remedies it may have, to terminate any applicable Service Order(s), if the underlying event of Charter Default by Charter is

limited to Services provided under the applicable Service Order(s) or this Agreement, if such Charter Default is not so limited,.

- iii. If Termination is due to a Charter Default, Charter shall reimburse Customer for any pre-paid, unused MSFs attributable to such terminated Service Order(s). In addition, if Termination is due to Charter Default within one year of the applicable Turn-Up Date, Charter shall pay a Termination Charge, which the parties recognize as liquidated damages, equal to a portion of any OTC that has already been paid by Customer to Charter relative to Service at the sites covered by the terminated Service Order. This Termination Charge shall be equal to the product of a) the number of months (including partial months) remaining in the initial 12 months of the initial Service Period at the time of Termination and b) a ratio in which the numerator is the total of OTCs paid to date and the denominator is 12.

**15. LIMITATION OF LIABILITY. PLEASE READ THIS SECTION CAREFULLY, IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY.**

- (a) Limited Warranty. At all times during the Service Period, Charter warrants that it will use commercially reasonable efforts in keeping with industry standards to cause the Services to be available to Customer. Charter does not warrant that Services will be error free.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, CHARTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL RELIANCE OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. CHARTER'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO CHARTER FOR THE APPLICABLE SERVICE IN THE THREE MONTHS IMMEDIATELY

PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

Any warranty claim by Customer must be made within 30 days after the applicable Services have been performed. Charter's sole obligation and Customer's sole remedy, with respect to any breach of the limited warranty set forth herein, shall be a prorated refund of the fees paid by Customer based on the period of time when the Services are out of compliance with this limited warranty provision.

- (b) Content. Any content that Customer may access or transmit through any Service is provided by independent content providers, over which Charter does not exercise and disclaims any control. Charter neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for content. Charter specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and its authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and Charter assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.
- (c) Damage, Loss or Destruction of Software Files and/or Data. Customer uses the Services and Equipment supplied by Charter at its sole risk. Charter does not manufacture the Equipment, and the Services and Equipment are provided on an "as is basis" without warranties of any kind. Charter assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service. Charter does not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.
- (d) Unauthorized Access. If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate termination of Customer's Service by Charter without liability for Charter. Charter is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall hold harmless and indemnify the Charter Indemnified Parties from and against any claims, losses, or damages arising from such use. Charter is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing Customer's computers, its internal network and/or the Network through Customer's equipment.

(e) Force Majeure Event. Neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Services. Changes in economic, business or competitive condition shall not be considered a Force Majeure Event.

**16. INDEMNIFICATION.** In addition to its specific indemnification responsibilities set forth elsewhere in this Agreement and as permissible under applicable law, Customer at its own expense, shall indemnify, defend and hold harmless Charter and its directors, employees, representatives, officers and agents, (the "Indemnified Parties") against any and all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Charter Indemnified Parties, including reasonable attorney fees and court costs incurred by Charter Indemnified Parties under this Agreement, to the full extent that such arise from Customer's misrepresentation with regard to or noncompliance with the terms of this Agreement and any or all Service Orders, Customer's failure to comply with applicable law, and/or Customer's negligence or willful misconduct. Charter Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim at Customer's cost and Customer shall cooperate with Charter Indemnified Parties in such case.

**17. TITLE.** Title to the Equipment shall remain with Charter during the applicable Service Period. Customer shall keep that portion of the Equipment located on Customer premises free and clear of all liens, encumbrances and security interests. Upon termination of Service or expiration of a Service Order's Service Period for a specific site, Charter shall have the right to remove all Equipment components and/or leave any of such components in place, assigning title and interest in such components to Customer, it being understood that no further notice or action is required to accomplish the assignment contemplated hereunder. Charter shall have the right to remove the Equipment and all components within 60 days after such termination.

**18. COMPLIANCE WITH LAWS.** Customer shall not use or permit third parties to use the Services in any manner that violates applicable law or causes Charter to violate applicable law. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties hereunder.

**19. PRIVACY.** Charter treats private communications on or through its Network or using any Service as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted by law. Charter also maintains a Privacy Policy with respect to the Services in order to protect the

privacy of its customers. The Privacy Policy may be found on Charter's website at [www.business.spectrum.com](http://www.business.spectrum.com). The Privacy Policy may be updated or modified from time-to-time by Charter, with or without notice to Customer.

**20. GENERAL CUSTOMER REPRESENTATIONS AND OBLIGATIONS.** Customer represents to Charter (a) that Customer has the authority to execute, deliver and carry out the terms of this Agreement and associated Service Orders and (b) that any person who accesses any Services through Customer's equipment or through the Network facilities in Customer's Premises will be an authorized user, will use the Service, Network and/or Network facilities in an appropriate and legal manner, and will be subject to the terms of this Agreement. Customer is responsible for ensuring its users of the Service comply with the terms of this Agreement. Customer shall be responsible for all access to and use of the Service by means of Customer's equipment, whether or not Customer has knowledge of or authorizes such access or use. Customer shall be solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Service, until informs Charter of any breach of security.

**21. NOTICES.** Any notices to be given under this Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses:

If to Charter:  
Charter Communications  
ATTN: Commercial Contracts Management  
Dept: Corp. - Legal Ops  
12405 Powerscourt Drive  
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address.

Each party may change its respective address (es) for legal notice by providing notice to the other party.

**22. MISCELLANEOUS.**

(a) Entire Agreement; Signatures. This Agreement and any related, executed Service Order(s) constitute the entire Agreement with respect to the Services, Network and Equipment. This Agreement supersedes all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

(b) No Amendments, Supplements or Changes. Except for pricing terms as set forth in this Agreement, this Agreement and the associated executed Service Order(s)

may not be amended, supplemented or changed without both parties' prior written consent.

- (c) No Assignment or Transfer. The parties may not assign or transfer (directly or indirectly by any means, by operation of law or otherwise) this Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining written consent from the other party, which consent shall not be unreasonably withheld; provided, however, that without Customer's consent, Charter may assign this Agreement and the associated executed Service Order(s) to affiliates controlling, controlled by or under common control with Charter, or to its successor-in-interest if Charter sells some or all of the underlying communications system.
- (d) Severability. If any term, covenant, condition or portion of this Agreement or any related, executed Service Order(s) shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or any related, executed Service Order(s) shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.
- (e) Governing Law. The law of the state in which the Services are provided (excluding its conflicts of law provisions) shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND CHARTER EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- (f) Both parties had the opportunity to review and participate in the negotiation of the terms of this Agreement and the Service Order(s) and, accordingly, no court construing this Agreement and any Service Order(s) shall construe it more stringently against one party than against the other.
- (g) No Third Party Beneficiaries. The terms of this Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a party to this Agreement, and the consideration provided by each party hereunder only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the parties hereto.

Waiver. Except as otherwise provided herein, the failure of Charter to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.



VILLAGE PRESIDENT  
Seth Speiser

VILLAGE CLERK  
Jerry Menard

VILLAGE TRUSTEES  
Mathew Trout  
Dean Pruett  
Lisa Meehling  
Ray Matchett, Jr.  
Mike Blaies  
Denise Albers

# VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER  
14 SOUTHGATE CENTER, FREEBURG, IL 62243  
PHONE: (618) 539-5545 • FAX: (618) 539-5590  
Web Site: www.freeburg.com

VILLAGE ADMINISTRATOR  
Tony Funderburg

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
John Tolan

POLICE CHIEF  
Stanley Donald

VILLAGE ATTORNEY  
Weilmuenster & Keck, P.C.

Committee as a Whole Meeting  
Monday, April 25, 2016  
5:30 p.m.

The Committee as a Whole meeting was called to order at 5:37 p.m. on April 25, 2016 by Mayor Seth Speiser. Members present were Mayor Seth Speiser, Trustee Denise Albers (5:46 p.m.), Trustee Mike Blaies, Trustee Ray Matchett (absent), Trustee Lisa Meehling, Trustee Dean Pruett, Trustee Matt Trout, Public Works Director John Tolan (5:46 p.m.), Village Clerk Jerry Menard, Village Administrator Tony Funderburg, Village Attorney Brian Manion (6:02 p.m.) and Office Manager Julie Polson. Guest present: Tim Pruett of Rhutasel & Associates.

## I. Items to be Reviewed

### A. Old Business:

1. Approval of March 2, 2016 minutes: *Trustee Matt Trout motioned to approve the March 2, 2016 minutes and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*

### B. New Business

1. Sewer Project – Executive Session to Discuss Real Estate Transactions, 5 ILCS 120/2-(c)(5): Prior to Attorney Manion arriving at this committee meeting, Administrator Funderburg advised as of this morning, we thought we had 3 easements across the field. Tony has had several meetings with Fred Helms. At this point, Fred wants a road put in but it is not on our property. Tony emailed two maps showing what it looks like now and what it would look like in the future. Tony advised there is still the issue of are we willing to put in a road to make this thing work, and also the cost of the road. Tony expressed his frustration about Fred Helms talking about what he wants, but we never get the document from his attorney. We can't negotiate anything until we see the document. Fred Helms also told Tony it's the road or nothing. Tony advised Fred pulled all the stakes out of the field, so he could farm it. Public Works Director John Tolan confirmed Fred farmed into the permanent easement. Tim Pruett advised Fred Helms took out the stakes and utility locates as well. Tony advised Terry Swyear said he would improve the current road to make it easier for Helms to get his equipment through. Tony confirmed the main issue is we can't move forward with the project now because of this. Helms' attorney is back in town, and Tony feels Attorney Manion should try to work with Helms' attorney and see if we can get the situation resolved.

Committee as a Whole Meeting  
Monday, April 25, 2016  
Page 1 of 2

## EXECUTIVE SESSION

6:03 P.M.

Trustee Matt Trout motioned to enter Executive Session to discuss real estate transactions, 5 ILCS 120/2-(c)(5) and litigation, 5 ILCS 120/2(c)(11) and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.

## EXECUTIVE SESSION ENDED

6:41 P.M.

Trustee Matt Trout motioned to end Executive Session at 6:41 p.m. and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

Trustee Matt Trout motioned to reconvene the regular session of the Committee as a Whole meeting and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.

2. Combination of Plan Commission and Board of Appeals: Tony stated that Frank Heiligenstein advised the Bethalto attorney says what we had been looking at is not legal. Frank believes the best way to do this is to remove the Plan Commission and all references to them from the code, and only have the Board of Appeals. Tony reminded the committee the Board of Appeals' decision is final, and the Village board does not have any say in the decision. Tony will have Attorney Manion check to see if we keep the Plan Commission and Board of Appeals, could we appoint the same people to each board. Attorney Manion stated the Board of Appeals findings and decisions should be formalized. If any decision is appealed, you need to have the documentation to support the Board's decision. Tony said we are not protected right now. Attorney Manion will check with Frank to discuss his opinion.
  3. Local Debt Recovery Program: Tony advised with the institution of this program, we have to create a second hearing for our resident to have the option to go to regarding the unpaid bill. The committee agreed the first hearing will be held before Administrator Funderburg and the second hearing will be heard by the Mayor. If the Mayor is not available, then it will be heard before the Legal/Ordinance Committee.
- C. **General Concerns:** None.  
D. **Public Participation:** None.  
E. **Adjourn:** Trustee Matt Trout motioned to adjourn the meeting at 6:48 p.m. and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.



Julie Polson  
Office Manager

VILLAGE PRESIDENT  
Seth Speiser

VILLAGE CLERK  
Jerry Menard

VILLAGE TRUSTEES  
Mathew Trout  
Dean Pruett  
Lisa Meehling  
Ray Matchett, Jr.  
Mike Blaies  
Denise Albers

# VILLAGE OF FREEBURG

## FREEBURG MUNICIPAL CENTER

14 SOUTHGATE CENTER, FREEBURG, IL 62243  
PHONE: (618) 539-5545 • FAX: (618) 539-5590  
Web Site: www.freeburg.com

Legal and Ordinance Committee Meeting  
(Annexation; Building; Zoning; Subdivision)  
(Meehling/Blaies/Pruett/Trout)  
Wednesday, April 27, 2016 at 5:30 p.m.

VILLAGE ADMINISTRATOR  
Tony Funderburg

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
John Tolan

POLICE CHIEF  
Stanley Donald

VILLAGE ATTORNEY  
Weilmuenster & Keck, P.C.

The meeting of the Legal and Ordinance Committee was called to order at 5:30 p.m. by Chairperson Lisa Meehling on Wednesday, April 27, 2016, in the Freeburg Municipal Center. Members attending were Chairperson Lisa Meehling, Trustee Mike Blaies, Trustee Dean Pruett, Trustee Matt Trout, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Denise Albers, Trustee Ray Matchett, Zoning Administrator Gary Henning (absent), Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Janet Baechle, Alan Hucke, Millstadt Police; Mayor Rich Klein, Jeff Groh, Sil Becker, Rick Trout and Tim Meehling.

### A. OLD BUSINESS:

1. Approval of March 30, 2016 Minutes: Trustee Matt Trout motioned to approve the March 30, 2016 minutes and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.
2. Zoning Report/Nuisance Properties: Trustee Meehling confirmed we have received payment on 3 Lake Dr., so hopefully the new company will work with us on this one.
3. Occupancy permits inspections: Village Administrator Tony Funderburg has nothing new. Trustee Meehling asked if we still plan on doing this. Tony said right now this isn't at the top of the priority list. Item will be taken off the agenda for now. When Attorney Manion has something, we will put it back on.
4. Combination of Plan Commission and Board of Appeals: Per the Committee as a Whole Meeting, Attorney Manion is following up on some questions Frank Heiligenstein had. Mayor Speiser advised we have a meeting scheduled to discuss this on May 12<sup>th</sup>. It will be finalized at that time. Trustee Blaies asked about appointments, and Tony advised we are going to put those on hold for now.
5. Local Debt Recovery Program: Trustee Meehling stated this was also discussed at the Committee as a Whole meeting. Tony advised this will be placed on the May 16<sup>th</sup> agenda.
6. Golf Cars or Side by Side Vehicles: Trustee Pruett asked for the item to be tabled since Chief Donald is not here. Mayor Speiser would like to have the public heard. Mayor Klein from New Athens stated their ordinance was done by Frank Heiligenstein and has been in effect for 2-3 years. They have around 27 side-by-sides and golf carts which are checked by the police chief. The annual inspections cost \$25.00. He spoke to the chief who felt the program was going very well, and have had no problems. He acknowledged they don't have traffic like Freeburg does. The majority of the 27 registrants are ages 40 and up. He is only speaking for New Athens, but he thinks it's great. Trustee Albers asked if there have been any accidents or under age kids, and

Legal and Ordinance Committee Meeting  
Wednesday, April 27, 2016

Mayor Klein replied no. She also asked about insurance, and Mayor Klein said he knew they had to have it but wasn't sure what it was. He has received no complaints over the program.

Officer Alan Hucke from Millstadt stated they have had the ordinance since 2011. They currently have a little over 50 registrants. They haven't had any issues with it; no one under 21 allowed to operate it; not allowed on sidewalks or in the village park; \$50 for the initial registration and \$50 per year. The registration form is filled out, the police department is contacted for any officer to conduct the inspection. Once that is done and signed off on, the registrant takes it back to village hall for the sticker to be issued which is placed on the rear of vehicle on the slow moving emblem. They have not had any real issues. It is clearly stated in the ordinance if the driver is intoxicated, it falls under a DUI. They are not allowed to operate on a state highway, they can cross it. If they live outside the village, they are on their own outside limits. The registrants are similar demographics, majority are 40 and older. Trustee Meehling said Caseyville has a release form if the owner allows someone else to drive it, they are liable. Breese requires seat belts to be installed on golf carts. The seat belt law is not enforceable since this doesn't fall under the Illinois Vehicle Code. Trustee Meehling asked both Officer Hucke and Mayor Klein if they would do anything differently and both said they would require seat belts. Rick Trout is in favor, and would like to see it pass; Sil Becker, no problems in Okaville, give it a trial basis. Janet asked if she could cut over to Wolf; Jeff Groh – in favor, no different than a moped, they are allowed on street. Trustee Meehling said this is on hold until next month so Chief Donald can contribute to the conversation.

7. Happy Hour Consideration: Trustee Meehling confirmed the letters have been sent out to the local bar owners. Julie advised the seminar is May 25<sup>th</sup> at the Wildey Theater in Edwardsville. Julie and Tony will work on the ordinance and try to have it ready for the May 16<sup>th</sup> board meeting.

**B. NEW BUSINESS:**

1. Park Rules Sign: Tony stated we need a sign posted of the rules in the pavilion. He said a lot of the information comes directly from the code. He would like to order it as soon as possible. Trustee Meehling questioned the no alcoholic beverages. Tony said we don't allow alcohol in our park or on village property. The committee requested that park be changed to pool. Village Clerk Jerry Menard said we also need to add no firearms. Tony will add that as a separate logo like we have here at Village Hall.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** See comments under #6.

**E. ADJOURN:** *Trustee Matt Trout motioned to adjourn at 5:59 p.m. and Trustee Dean Pruetz seconded the motion. All voting yea, the motion carried.*



Julie Polson  
Office Manager

VILLAGE PRESIDENT  
Seth Speiser

VILLAGE CLERK  
Jerry Menard

VILLAGE TRUSTEES  
Mathew Trout  
Dean Pruett  
Lisa Meehling  
Ray Matchett, Jr.  
Mike Blaies  
Denise Albers

# VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER  
14 SOUTHGATE CENTER, FREEBURG, IL 62243  
PHONE: (618) 539-5545 • FAX: (618) 539-5590  
Web Site: www.freeburg.com

VILLAGE ADMINISTRATOR  
Tony Funderburg

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
John Tolan

POLICE CHIEF  
Stanley Donald

VILLAGE ATTORNEY  
Weilmuenster & Keck, P.C.

PERSONNEL AND PUBLIC SAFETY COMMITTEE MEETING  
(Trout/Blaies/Meehling/Pruett)  
Wednesday, April 27, 2016 at 6:00 p.m.

Chairman Matt Trout called the meeting of the Personnel and Public Safety Committee to order on Wednesday, April 27, 2016 at 6:21p.m. Those present were Chairman Matt Trout, Trustee Mike Blaies, Trustee Lisa Meehling, Trustee Dean Pruett, Mayor Seth Speiser, Trustee Denise Albers, Trustee Ray Matchett, Village Clerk Jerry Menard, Chief Stan Donald (absent) ESDA Director Gene Kramer, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

**POLICE:**

**A. OLD BUSINESS:** None.

**B. NEW BUSINESS:**

1. Review of Fees for False Alarms: Tabled until next month so the committee can discuss with Chief Donald.

2. Expansion of Outdoor Tornado Siren to SAVE Site: ESDA Coordinator Gene Kramer provided information to add an additional tornado siren at the SAVE site. Federal Signal conducted the survey and all of the associated work at no cost to us. They have suggested we add an DC Omni Siren at a cost of \$13,050.68. The DC siren has a battery backup which gives us the advantage of no down time during a power failure. Both Tony and John battery backup option. Gene stated when the other sirens were installed in 1975, AC was the only option available. When we replace any sirens from now on, Gene would like to use the DC ones. Tony advised we are going to add siren replacement to the 3-to-5- year plan. Trustee Trout asked about the warranty on the batteries, and Gene said the marine batteries are 5-8 years. Gene advised this siren will cover Rock Hill Lane, Turkey Hill Lane, Save Site, Covered Bridge and Parrish Trucking areas. Trustee Trout asked if there are any grants available for public safety. Gene said since we are below 10,000 in population, we are classified as rural. He is checking with the U.S. Agriculture Rural Dept., to see what's available.

*Trustee Mike Blaies motioned to recommend to the full Board we purchase an Omni DC Siren at a cost of \$13,050.68 at the SAVE Site location and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.*

Gene would like to have to Board's permission to go from two community storm shelters down to one. His data has shown zero attendance at the high school. He would still like to keep it for an evacuation shelter. Gene will get Julie the information to update on website.

**PERSONNEL:**

**A. OLD BUSINESS:**

1. Approval of March 30, 2016 Minutes: *Trustee Dean Pruett motioned to approve the March 30, 2016 Minutes and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*
2. Health Insurance Option to Switch to Spouse's Plan: Tony and Julie will work on an ordinance to get this item completed.

Public Works Director John Tolan advised the help wanted ad has been published for the lineman/apprentice lineman position, and it is also on the website. Julie contacted IMEA and they will help get the word out.

**B. NEW BUSINESS:** None.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** Janet still wants the stop sign removed and Tony said he used it today.

**E. ADJOURN:** *Trustee Dean Pruett motioned to adjourn at 6:42 p.m. and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*



Julie Polson  
Office Manager

## 2016 - 17 APPOINTMENTS

POSITION	CURRENT APPOINTEE	2016-17 APPOINTMENT
Treasurer	Bryan Vogel	Bryan Vogel
Administrator	Tony Funderburg	Tony Funderburg
Public Works Director	John Tolan	John Tolan
Assistant Public Works Director		
Chief of Police	Stanley Donald	Stanley Donald
ESDA Coordinator	Gene Kramer	Gene Kramer
Village Attorney	Weilmuenster Law Group	Weilmuenster & Keck, P.C.
Zoning Administrator	Gary Henning	Gary Henning
<b>PLAN COMMISSION</b>	3-year term	
1.	Mary Krieg	
2.	Vic Rose	
3.		
4.		
5.		
<b>BOARD OF APPEALS</b>	5-year term	
1.	John Dittman	
2.		
3.		
4.		
5.		