



**City of Bayard**  
**CITY COUNCIL REGULAR MEETING**  
October 23, 2023 at 5:30 PM  
Bayard City Hall

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**AGENDA**

**WORK SESSION**

**CALL TO ORDER:** Mayor Chon S. Fierro

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF THE AGENDA**

**PUBLIC INPUT**

**CONSENT AGENDA**

1. Update: Tourism Department Grant Award Planning and Design for the Union Hall Museum Project.
2. Approve/Disapprove of the Regular Meeting Minutes for October 10, 2023
3. Approval of accounts payable report Oct 23, 2023

**OLD BUSINESS**

3. Approve/Disapprove WNM Communications Service Agreement

**NEW BUSINESS**

4. Approval/Disapproval of request to close the first block of Winifred/Joan Street on October 27, 2023
5. Approve/Disapprove of hiring an Additional Police Officer

**MAYOR AND COUNCILORS REPORTS**

6. Beautification Committee Report
7. Planning and Zoning Report

**CLOSED SESSION**

8. Closed Executive Session pursuant to 10-15-1 (H-2 & H-8) NMSA 1978 pertaining to limited personnel matters; pending or threatened litigation.

**ACTION ITEMS RESULTING FROM CLOSED SESSION**

**NEXT MEETING DATE:**

**Regular Meeting – November 13, 2023**

**ADJOURNMENT**



STATE OF NEW MEXICO  
**Tourism Department**

491 Old Santa Fe Trail P.O. Box 20002 Santa Fe, NM 87501  
Phone: 505.827.7400 Fax: 505.827.7402

**Michelle Lujan Grisham**  
Governor

**Lancing Adams**  
Interim Cabinet Secretary

**Howie Morales**  
Lt. Governor

**Jennifer Saavedra**  
Administrative Services Director

**Novela Salazar**  
General Counsel

October 18, 2023

Jenny Castanon, Grant Manager  
Gabriel Ramos, Clerk/Treasurer  
City of Bayard  
[jcastanon@cityofbayardnm.com](mailto:jcastanon@cityofbayardnm.com), [bayardclerk@cityofbayardnm.com](mailto:bayardclerk@cityofbayardnm.com)

Dear Jenny & Gabriel,

Thank you for applying for the FY24 cycle of the New Mexico Tourism Department's Destination Forward Grant program (DFG).

The applications submitted displayed dedication and effort. They were reviewed by a panel to assess eligibility and need for the program. Financial award amounts were determined based on DFG Tier, Track and strength of application.

After careful review, we are pleased to inform you that the **City of Bayard Union Hall Museum project** has been selected for participation in the Tier IA: Planning and Design portion of the program, with a corresponding award of **\$50,000** for the FY2024 (July 2023 – June 2024) grant cycle.

Please confirm your interest in participating via e-mail to Holly Kelley, Tourism Development Director at [Holly.Kelley@td.nm.us](mailto:Holly.Kelley@td.nm.us) NO LATER THAN MONDAY, OCTOBER 23, 2023, so that we may schedule a preliminary meeting.

Sincerely,

Holly Kelley, Tourism Development Director  
[Holly.Kelley@td.nm.gov](mailto:Holly.Kelley@td.nm.gov)  
505-629-8234



**City of Bayard**  
**CITY COUNCIL REGULAR MEETING**  
**October 10, 2023 at 5:30 PM**  
**Bayard City Hall**

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## MINUTES

### WORK SESSION

Clerk Ramos advised we got a grant that Chief Carrillo put in for Law Enforcement Recruitment. It is a total of \$393,750.00. The way it is allocated is the first year we receive \$225,000.00 for salaries for three officers, the second year we receive 50% which is \$112,500.00, and the third year we receive 25% which is \$56,250.00. The officers will be Louis Gomez, Trevor Jensen, and the new ACO. Councilor F. Gonzales wanted to know if this could be used to get the 7th position filled for the dept. Chief Carrillo advised this could be used. He also wanted to make everyone aware that this does phase out after three years. Councilor Medina stated that it was asked to be put on this agenda to discuss the 7th position and it is not on the agenda. Clerk Ramos advised it will be on the next agenda.

Mayor Fierro advised the proclamation for Freeport was brought forward from him. Councilor F. Gonzales wanted to know why we are giving Freeport a week recognition and who asked for this. How come we did not do this for the legislatures who have helped. Councilor E. Gonzales stated they do a lot for our community and have been for years and that it is a great thing. Clerk Ramos stated that Freeport is donating \$6000.00 to help paint buildings and they are also donating the trash bins for the community clean-up. Chief Carrillo wanted to let everyone that Freeport is also donating money to the Police Dept. Councilor Diaz stated when you have a billion dollar company who is willing to help you, the last thing you want to do is go against them. He is all for giving them recognition. Councilor F. Gonzales wanted to make sure everyone was aware that the 1 million dollars that was donated from Freeport was a give and take. We signed a resolution that would give them first dibs on the reclaimed water. Clerk Ramos wanted to add that Freeport has also been very generous with getting us acre feet for us and Hurley to be used with the loop system of the Regional Water System.

Dolores Charon wanted to thank everyone for doing a proclamation for Domestic Awareness. They will be having a memorial for families of victims on October 19, 2023 at 6p.m.

Clerk Ramos spoke with Sheila from Santa Clara and she wanted to know if they could use bleachers that were used in the past for their festival. They will pick up and bring back.

Clerk Ramos stated that the Copper Collaborative was put together by the Council of Governments and Priscilla Lucero. It is a group that is working to clean up the mining district. This group has been working really hard about bringing up issues and how we can help each other. Bayard, Hurley, Santa Clara, and Freeport are working all together on this. Asking every City Mayor to volunteer on the board. Councilor Diaz asked if we could add Freeport in the memorandum and it will have to be updated once again when the new Mayor is elected.

**CALL TO ORDER:** Mayor Chon S. Fierro

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PRESENT**

Mayor Chon Fierro

Councilor Eloy Medina

Councilor Frances Gonzales

Councilor Jose Diaz

Councilor Eloy Gonzales

Also in attendance were Larry Ojinaga, Jade Wilson, Mark Diaz, Dolores Charon, Randy Ellison and Laura Phelps.

**APPROVAL OF THE AGENDA**

Motion made by Councilor Diaz, Seconded by Councilor Medina.

Voting Yea: Councilor Medina, Councilor E. Gonzales, Councilor Diaz, Councilor F. Gonzales

**PUBLIC INPUT**

Mark Diaz came forward to represent the Bayard Beautification Committee. Wanted to update everyone on their plans for the rest of the year. Wanted help from the Mayor and Councilors to help clarify things on what the Beautification Committee does for the Community. Wanted to thank everyone for their involvement and support from all depts. It was brought to his attention that they do not do enough for the community. He wanted to state that they do everything in their power to assist with clean-ups, entertainment and events. He would like help with getting people to the meetings to see what all entails and the background of what they do as the Committee. Meetings are at 5p.m. at the Community Center. Moving forward they just completed their 4th quarter fundraiser which was a BINGO. Great involvement from the community and councilors. Those funds raised will be helping with some fundraisers coming up. They will be having their annual Trunk or Treat on October 29, 2023. He is trying to get involved with the copper cleanup but they are lacking volunteers. They will be having a Christmas tree decoration and will be helping the City with their lighting and decorating of the big Christmas tree. They are looking into doing something for Thanksgiving and once they have the details finalized he will update everyone on that. They will be having a Christmas tree lighting contest. Hoping for more prizes this year.

**CONSENT AGENDA**

Motion made by Councilor Diaz, Seconded by Councilor Medina.

Voting Yea: Councilor Medina, Councilor F. Gonzales, Councilor Diaz, Councilor E. Gonzales

1. Approval of Bayard Library Report for September 2023
2. Approval of Accounts Payable Reports for the October 10, 2023

3. Approval for the NMRWA's water and wastewater conference for David Palomarez continuing education.
4. Approval of training for Clerk and Deputy Clerk to attend Clerks institute in Santa Fe

## NEW BUSINESS

5. APPROPRIATION From the Department of Finance and Administration #23-ZH5048-6 Law Enforcement Recruitment Fund

Clerk Ramos stated this amount is \$393,750.00 total which will be split up into three years. we will get 100% of salaries paid for the first year, 50% of salaries paid for the second year, and 25% of salaries paid for on the third year.

Motion made by Councilor Diaz, Seconded by Councilor F. Gonzales.

Voting Yea: Councilor Medina, Councilor E. Gonzales, Councilor Diaz, Councilor Gonzales

6. Proclamation to Declare the week of October 9-15, 2023 as Freeport-McMoran

### PROCLAMATION

**WHEREAS**, the City of Bayard Owns and operates the Sewage Treatment Plant South of Hurley and maintains multiple buildings throughout the city and provides services to the Mining District; and

**WHEREAS**, the City of Bayard strives to maintain and provide safe operable buildings for the citizens within Bayard and the surrounding areas, and

**WHEREAS**, The City is a small municipality with limited resources to maintain and operate the sewage plant and multiple buildings within the municipality, and

**WHEREAS**, the City of Bayard is thankful for the Donation and Grant provided by Freeport McMoran to the City of Bayard, and

**WHEREAS**, Freeport McMoran has donated time money and energy toward the cleanup day being held on October 28<sup>th</sup> together with the Copper Collaborative: and

**WHEREAS**, Freeport McMoran provides employment to Bayard and area residence, and

**WHEREAS**, Freeport McMoran has donated \$1,000,000.00 for matching funds for maintenance of our Sewage Treatment plant in order to maintain rates for the area residents, and

**WHEREAS**, Freeport McMoran has granted the City of Bayard \$143,000.00 to rehab the Bayard Community center.

**NOW, THEREFORE**, I, Chon Fierro, Mayor and the City Council of the City of Bayard do hereby Proclaim the week of October 9-15, 2023

**“Freeport McMoran Week”**

and call upon our citizens to honor and thank Freeport McMoran as they have given generously to our community and will help the council Make Bayard a better place for all the residents of Bayard and the surrounding area.

**IN WITNESS WHEREOF**, I have here unto set my hand and cause the seal of the City of Bayard to be affixed this 10<sup>th</sup> day of October 2023.

\_\_\_\_\_  
Chon Fierro, Mayor

\_\_\_\_\_  
Eloy Medina, Mayor Pro-Tem

\_\_\_\_\_  
Jose Diaz, Council member

\_\_\_\_\_  
Frances Gonzales, Council member

\_\_\_\_\_  
Eloy Gonzales, Councilor member

\_\_\_\_\_  
Gabriel Ramos, Clerk/Treasurer

Motion made by Councilor Medina, Seconded by Councilor Diaz.

Voting Yea: Councilor Medina, Councilor E. Gonzales, Councilor Diaz, Councilor F. Gonzales

- 7. Proclamation to Declare the week of October 16-22, 2023 as Scott Siville week.

Motion made by Councilor F. Gonzales, Seconded by Councilor Diaz.

Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Diaz, Councilor E. Gonzales

- 8. Proclamation to Declare the month of October 2023 Domestic Violence Awareness Month, EL REFUJIO

**CITY OF BAYARD PROCLAMATION**

**WHEREAS**, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control. Domestic violence and intimate partner violence can have life-long consequences that harm the core of the human spirit and jeopardize the future wellbeing of our communities; and

**WHEREAS**, in The City of Bayard, adults and children continue to be victims of domestic violence each year. El Refugio served a total of 447 women, men, and children's victims for the period of July 1, 2022, to June 30, 2023. 126

offenders were ordered into the Domestic Violence Offender Treatment Program. 3563 emergency shelter nights were provided, 10,230 meals were served, and 41 individuals transitioned into permanent housing. On average, 20 people per minute are victims of physical violence by an intimate partner in the United States. This equates to more than 10 million women, men, and children for one year; and

**WHEREAS**, although progress has been made toward preventing domestic violence and providing support to survivors and their families, important work remains to be done, and Domestic Violence Awareness Month provides an opportunity for citizens to learn about how one can come together to make a difference in a victim's life by being supportive, being a strong voice against domestic violence and sending a "**no tolerance**" message to the community and most importantly, educating our legislators.; and

**WHEREAS**, Domestic Violence Awareness Month marks a time to mourn those who have lost their lives at the hands of someone they loved, a time to celebrate those who have survived, and a time to connect and form strong partnerships with El Refugio, Inc., and other community leaders; and

**WHEREAS**, The City of Bayard has a moral obligation to help prevent domestic violence, address its brutal and destructive effects by making domestic violence a local priority, and

**WHEREAS**, Domestic Violence Awareness Month marks a time to mourn those who have lost their lives at the hands of someone they loved, a time to celebrate those who have survived, and a time to connect and form strong partnerships with El Refugio, Inc., and other community leaders; and

**NOW, THEREFORE**, we hereby proclaim the month of October 2023 to be "**Domestic Violence Awareness Month**" in the City of Bayard, New Mexico. We call upon all citizens, law enforcement, community organizations, health officials, schools, and our legal system to speak out against domestic violence and actively support local efforts in The City of Bayard to assist survivors to be safe and live their lives free from violence, to hold abusers and systems accountable, and return our community to ways of respect, honor, love, and compassion.

### **"Domestic Violence Awareness Month"**

The Bayard City Council urges all Bayard residents to become involved in efforts to prevent and respond to domestic violence and recognize the impact of domestic violence in our community.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seal of The City of Bayard to be affixed in Bayard, New Mexico this 10<sup>th</sup> day of October 2023

Eloy Gonzales, Councilor  
Clerk/Treasurer

Gabriel Ramos,

Motion made by Councilor Diaz, Seconded by Councilor F. Gonzales.  
Voting Yea: Councilor Medina, Councilor E. Gonzales, Councilor Diaz, Councilor Gonzales

- 9. Discussion/Approval STANTEC updates and amendment on NM 356 Sidewalk and ADA Improvements, Amendment #3

tabled

- 10. Discussion/Approval of Bleachers moved and barrowed by Santa Clara for the Tamale Fest

Motion made by Councilor Medina, Seconded by Councilor F. Gonzales.  
Voting Yea: Councilor Medina, Councilor Gonzales, Councilor Diaz, Councilor E. Gonzales

- 11. Discussion/Approval of Memorandum of Understanding with the Copper Colaborative. Bayard, Santa Clara and Hurley.

Motion made by Councilor Diaz, Seconded by Councilor Medina.  
Voting Yea: Councilor Medina, Councilor E. Gonzales, Councilor Diaz, Councilor F. Gonzales

**ORDINANCES/RESOLUTIONS**

- 12. Discussion/Approval of RESOLUTION NO. 17-2023 Participation In Transportation Project Fund Administered by NM Department of Transportation

**PARTICIPATION IN TRANSPORTATION PROJECT FUND  
ADMINISTERED BY NEW MEXICO DEPARTMENT OF  
TRANSPORTATION**

WHEREAS, the City of Bayard and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$260 900 to be funded in proportional share by the parties hereto as follows:

TOTAL PROJECT COST IS \$260 900.00

The shall pay all costs, which exceed the total amount of \$260 900.00.

Now therefore, be it resolved in official session that City of Bayard determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30 2026 and the City of Bayard incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

Now therefore, be it resolved by the City of Bayard to enter into Cooperative Agreement for Project Control Number LP10051 with the New Mexico Department of Transportation for the TPF Program for year 2024 for Alta Vista Street Construction — Ph 3 Construction and construction management/testing for Alta Vista Street to include new asphalt surfacing, vertical curb and gutter along with drive pads. There will be some rock excavation and concrete slope protection in this phase — within the control of the in New Mexico.

PARTICIPATION IN TRANSPORTATION PROJECT FUND  
ADMINISTERED BY NEW MEXICO DEPARTMENT OF  
TRANSPORTATION

APPROVED AND DATED, this 9th day of October, 2023.

(Seal)

Attest:

Motion made by Councilor Medina, Seconded by Councilor F. Gonzales.

Voting Yea: Councilor Medina, Councilor E. Gonzales, Councilor Diaz, Councilor F. Gonzales

### **ACTION FOR PERSONNEL**

13. Approval of Completion of Probation for Robert Ruiz from Probationary Status to Full Time Status

Councilor F. Gonzales asked that we give him a 5% increase.

Motion made by Councilor Diaz, Seconded by Councilor E. Gonzales.

Voting Yea: Councilor Medina, Councilor F. Gonzales, Councilor Diaz, Councilor E. Gonzales

### **MAYOR AND COUNCILORS REPORTS**

Clerk Ramos wanted everyone to know October 28, 2023 Copper Clean-up will be giving tickets for every garbage bag thrown. There will be a drawing for \$500. our bin will be set-up at City Hall between the City Hall Building and Fire Station between 8-2p.m. They are encouraging different groups to help with ADA and elderly. Freeport will be sponsoring a Pizza party for groups helping with the event. October 27th Cobre would like us to have a booth set-up and participate with their Halloween festivities. Wanted to let everyone know him and the Deputy Clerk will be going to Santa Fe for the Clerks Institute.

Fire Chief Dove wanted to let everyone know December 16th at 6 p.m. we will be doing the Christmas Parade around town. Also wanted to let everyone know that he is needing a secretary and also would like an ad in the paper for more volunteers.

Chief Carrillo said they will be assisting with the homecoming parade, the trunk or treat at the school, and helping with Painting of the "C" and will be helping the Bayard Beautification Committee with the candy drop. He spoke with Mrs. Villalobos and and they are working on a plan to divert traffic during her trunk or treat that the business will be hosting. The new code enforcement officer started today.

**CLOSED SESSION**

Motion made by Councilor Medina, Seconded by Councilor F. Gonzales.  
Voting Nay: Mayor Fierro, Councilor Diaz, Councilor E.Gonzales

Mayor Fierro was the tie breaker voting nay, there was no closed session.

- 14. Closed Executive Session, pursuant to 10-15-1 (H-2 & H-8)) NMSA 1978 pertaining to limited personnel matters; pending or threatened litigation.

**NEXT MEETING DATE:**

**Regular Meeting - October 23, 2023**

**ADJOURNMENT**

6.56 p.m.

Motion made by Councilor Diaz, Seconded by Councilor F. Gonzales.  
Voting Yea: Councilor Medina, Councilor E. Gonzales, Councilor Diaz, Councilor F. Gonzales

\_\_\_\_\_  
Chon Fierro  
Mayor

ATTEST:

\_\_\_\_\_  
Gabriel Ramos  
Clerk Treasurer



WNM Communications  
 P.O. Box 3079  
 315 S Hudson Suite 1  
 Silver City, NM 88062  
 (800) 535-2330

Item 3.

WNM Communications  
 Order Form and Agreement

Customer Name City of Bayard Sales Person Matt Brown  
 Main Billing Phone # 575-537-3327  
 Fed Tax ID \_\_\_\_\_ Proposal valid until \_\_\_\_\_

Service Address		Billing Address	
Name		Name	City of Bayard
Address 1	800 Central Ave	Address 1	PO Box 728
City	Bayard	City	Bayard
State	NM	State	NM
Zip	88023	Zip	88023-0728
Additional Service Address		Additional Service Address	
Address 1		Address 1	
City		City	
State		State	
Zip		Zip	

Contract Length  
**36**

Qty	USP	Recurring Service	Product Service Notes
17	OCPSP	WNMC OneCloud Premier -MAX LD5 -With Phone	

Qty	USP	Installation/Non-Recurring	Product Service Notes
17	OCACT	ONE CLOUD SEAT ACTIVATION (PER SEAT)	

Total Non-Recurring \$ 849.15

Total Monthly Recurring \$ 510.00

*Total does not include applicable fees & surcharges. Taxes are an estimation only.  
 Complete site survey may result in modified equipment and installation estimate. Speed availability varies by location.  
 Installation estimated based on initial customer survey.*

**Order Notes:**  
 OC VOIP 17(qty) total: 6(qty) City Hall, 1(qty) Maintenance (cordless), 2(qty) Library (both cordless), 2(qty) Waste Water (1 cordless), 2(qty) Judge, 1(qty) Fire, and 3(qty) Police

Each of the parties signing below is duly authorized to execute this document and upon execution shall become the valid and binding obligation of the Customer and WNM.

Customer Authorization	
I hereby agree to and authorize the purchase of service based on the terms and conditions above.	
Customer Representative	WNM Representative
Signature _____	Signature _____
Print Name <u>CHON FICARO</u>	Print Name <u>Matt Brown</u>
Title <u>MAYOR</u>	Title _____
Date _____	Date _____



WNNM Communications  
P.O. Box 3079  
315 S Hudson Suite 1  
Silver City, NM 88062  
(800) 535-2330

**Service Agreement**

The term of this Agreement with respect to each service described in the Service Agreement shall be 36 months from the date WNNM equipment is fully installed and certified as operational by WNNM and service begins. Estimated time to provision the public access is approximately 30 days after execution of this Agreement. Provisioning time does not apply if this is a renewal agreement. This Agreement shall automatically renew in 1-month intervals, at the then current rate(s) including per-minute and monthly recurring charges, unless either Party provides the other Party with (30) thirty-day written notice of cancellation or changes to the scope of the Agreement prior to the last month of service this Agreement then covers. Any changes to the scope of the Agreement are subject to mutual agreement of the Parties.

Premises: You agree to allow us and our agents the right to enter your property at which the Service(s) and/or the placement of WNNM Communications transmission/rebroadcast and/or termination equipment will be installed (the "Premises") at reasonable times, for purposes of installing, configuring, constructing, maintaining, inspecting, upgrading, replacing and removing the Service(s) and/or WNNM Communications Equipment used to receive and/or transmit any of the Service(s). You warrant that you are either the owner of the Premises or that you have the authority to provide and give us access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if requested, the owner's name, address, and phone number and/or evidence that the owner has provided such authorization if requested.

Customer agrees to pay WNNM a monthly charge at the rate(s) as set forth under the above referenced "Service Charges Terms of Payment" schedule. Payments for recurring charges will begin with the commencement of services provisioned by WNNM at the demarcation location. Customer is responsible for PCI compliance and their own equipment deliverable exclusive of WNNM provisioning except where outlined in this agreement as described herein. Any installation charges are due with the first invoice. Line services (facilities) are billed one month in advance. Any payment received by WNNM later than 20 days after invoice shall be considered late and will be subject to an additional service fee on delinquent amounts at the rate of 1 1/2% per month on the outstanding balance.

Any applicable federal, state, county or local use, excise, sales, property, gross receipts, franchise or privilege taxes, duties or similar charges, including applicable surcharges and fees, that are chargeable against WNNM by any governmental entity or authority because of the services provided to Customer (other than income taxes) shall be charged to and are payable by the customer in addition to the regular charges under this Agreement.

When payment in full is not made by Customer on or before any due date, WNNM shall have the right, on or after the 30th calendar day after the "due date", after notification by WNNM of non-payment to Customer and Customer's failure to remedy such non-payment within ten (10) calendar days, to suspend service to Customer (either completely or only with respect to any affected service as WNNM may at its option elect) until such time as Customer has paid all arrearages, including any additional service charges as specified herein. Further, the service provided Customer is subject to the condition that it is not to be used for any unlawful purpose or in any unlawful manner or in violation of WNNM's acceptable use policy and may be terminated or suspended by or at WNNM's option, upon notification by WNNM to Customer and Customer's failure to remedy such prohibited use within one (1) business day, if any such prohibited use occurs. The rights of WNNM set forth in this paragraph are not an exclusive remedy for Customer's breach and WNNM's exercise of any right set forth in this paragraph does not constitute a waiver of any other right or remedy of WNNM under this Agreement.

Early Termination by Customer: Customer has the right to terminate this Agreement prior to term for any reason with 30day written notice, provided that Customer pays WNNM an early termination fee consisting of the following, which sum shall be due and payable by Customer upon receipt of invoice from WNNM:  
a) Customer agrees to pay WNNM the full amount of the monthly recurring charges for the leased lines (if applicable) at the monthly charge then effective under this Agreement multiplied by the month remaining in the term to satisfy the fulfillment of the Agreement.  
b) Customer agrees to pay WNNM for the refurbishment cost of any equipment provided by WNNM, if applicable, as then in service under this Agreement.  
c) Customer agrees to pay for any engineering and construction costs incurred that is associated with providing service to the premise divided by the remaining term of the agreement.

If by formal order by the FCC or other governmental agency with jurisdiction over the service that WNNM supplies to Customer, WNNM is unable to provide services to Customer under the provisions of this Agreement or at the rates contained herein, WNNM shall retain the right to terminate services without liability to itself or Customer. All orders shall be tendered to Customer for inspection including the wind-down period and date the service shall end. All provisions for payment to WNNM by Customer as contained in this agreement shall remain in full force and effect through the date the service ends.

Date Printed: 9/8/2023

Customer Initials: \_\_\_\_\_

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