



**Stevensville Town Council Meeting  
Agenda for  
THURSDAY, FEBRUARY 27, 2025  
6:30 PM  
206 Buck Street, Town Hall**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comments (Public comment from citizens on items that are not on the agenda)
4. Approval of Minutes
5. Approval of Bi-Weekly Claims
6. Unfinished Business
  - a. Discussion/Decision: Service Contract Between Trojan Technologies Group ULC and the Town of Stevensville
7. New Business
  - a. Discussion/Decision: Resolution No. 562 a Resolution Adopting a Safety-Health & Workers Compensation Policy
  - b. Discussion/Decision: Remove Yield Sign at the Southbound Corner of Church Street and 5th Street and Replace with Stop Sign
  - c. Discussion/Decision: Remove Yield Sign at the Northbound Corner of Church Street and 5th Street and Replace with Stop Sign
  - d. Discussion/Decision: Install Stop Sign at the Northbound Corner of Church Street and 6th Street
  - e. Discussion/Decision: Remove Yield Sign at the Southbound Corner of Church Street and 6th Street and Replace with Stop Sign
  - f. Discussion/Decision: Remove Yield Sign at the Southbound Corner of College Street and 4th Street and Replace with Stop Sign
  - g. Discussion/Decision: Remove Yield Sign at the Northbound Corner of College Street and 4th Street and Replace with Stop Sign
8. Board Reports
9. Town Council Comments
10. Executive Report
11. Adjournment

## **Welcome to Stevensville Town Council Chambers**

We consider it a privilege to present, and listen to, diverse views.

It is essential that we treat each other with respect.

We expect that participants will:

- ✓ Engage in active listening
- ✓ Make concise statements
- ✓ Observe any applicable time limit

We further expect that participants will refrain from disrespectful displays:

- ✗ Profanity
- ✗ Personal Attacks
- ✗ Signs
- ✗ Heckling and applause

## **Guidelines for Public Comment**

Public Comment ensures an opportunity for citizens to meaningfully participate in the decisions of its elected officials. It is one of several ways your voice is heard by your local government. During public comment we ask that all participants respect the right of others to make their comment uninterrupted. The council's goal is to receive as much comment as time reasonably allows. All public comment should be directed to the chair (Mayor or designee). Comment made to the audience or individual council members may be ruled out of order. Public comment must remain on topic, and free from abusive language or unsupported allegations.

During any council meeting you have two opportunities to comment:

1. During the public comment period near the beginning of a meeting.
2. Before any decision-making vote of the council on an agenda item.

Comment made outside of these times may not be allowed.

Citizens wishing to speak during any public comment period should come forward to the podium and state their name and address for the record. Comment may be time limited, as determined by the chair, to allow as many people as possible to comment. Comment prior to a decision-making vote must remain on the motion before the council.

**Thank you for observing these guidelines.**



**File Attachments for Item:**

a. Discussion/Decision: Service Contract Between Trojan Technologies Group ULC and the Town of Stevensville



## Stevensville Town Council Meeting

### Agenda Item Request

**To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).**

<b>Agenda Item Type:</b>	Unfinished Business
<b>Person Submitting the Agenda Item:</b>	Bob Michalson
<b>Second Person Submitting the Agenda Item:</b>	Stephen Lassiter, Public Works Supervisor
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	02/13/2025
<b>Agenda Topic:</b>	Discussion/Decision: Service Contract Between Trojan Technologies Group ULC and the Town of Stevensville
<b>Backup Documents Attached?</b>	Yes
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	Approved
<b>If Approved, Meeting Date for Consideration:</b>	02/13/2025
<b>Notes:</b>	<p>The towns sewer system/plant uses a UV process for the final stage of wastewater treatment. The towns UV system is a Trojan UV system.</p> <p>Trojan Technologies Group provides preventive maintenance services for sewer systems and plants.</p> <p>This contract has been reviewed by the town's attorney, Greg Overstreet, and he agrees with the contract as presented.</p> <p>**A second quote has been attached to this agenda item from Uveon Technologies LLC.</p>

## TERMS AND CONDITIONS OF SALE

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by the seller entity identified on the purchase order ("SELLER") and sold to the original purchaser thereof ("BUYER"). The term "SELLER" includes only SELLER, and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of SELLER and BUYER, these Terms & Conditions of Sale establish the rights, obligations and remedies of SELLER and BUYER which apply to this offer and any resulting order or contract for the sale of SELLER's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in SELLER's proposal, offer, order acknowledgment, packing slip, and/or invoice documents. The first of the following acts constitutes an acceptance of SELLER's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions of Sale: (i) BUYER's issuance of a purchase order document against SELLER's offer; (ii) acknowledgement of BUYER's order by SELLER; or (iii) commencement of any performance by SELLER pursuant to BUYER's order. Provisions contained in BUYER's purchase documents (including electronic commerce interfaces) that materially alter, add to, or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.
2. **CANCELLATION AND RETURN:** The whole or any part of this order may be cancelled only with the prior written consent of SELLER. If SELLER does consent to a cancellation, such consent will be given only upon payment of reasonable cancellation charges in an amount determined by SELLER and which will include recovery of costs plus reasonable profit. In addition, with respect to any Products returned on cancellation, BUYER will pay SELLER's cost of placing the returned Products in a saleable condition, sales expenses incurred by SELLER in connection with such returned Products, a reasonable restocking charge and freight costs incurred in connection with the original shipment and in connection with returning such Products to SELLER, all in such amounts as are advised to the BUYER by SELLER. SELLER may cancel all or part of any order prior to delivery without liability if the order includes any Products that SELLER determines may not comply with export, safety, local certification, or other applicable compliance requirements. If SELLER'S offer contains a cancellation schedule, such schedule shall apply in lieu of the cancellation charges stated above.
3. **DELIVERY:** Delivery will be accomplished FCA SELLER's determined shipping point; or on SELLER's discretion it will ship DDP or DAP foreign port unless otherwise expressly agreed between the parties using Incoterms® 2020. At SELLER's discretion other terms under Incoterms® 2020 may be used as required. In the event of any reference to "prepay and add" the applicable Incoterms® 2020 will be DDP or DAP at SELLER's discretion, while any reference to "collect" will be deemed to be FCA under the Incoterms® 2020 regardless of reference to reference to shipping point. In the event DDP or DAP is used for a transaction SELLER reserves the right to select the carrier and shipping mode. BUYER agrees to pay SELLER for any sales tax, brokerage fees, or other costs incurred as a result of the shipping mode chosen by SELLER. For all intents and purposes the FOB/FOD Legal title and risk of loss or damage pass to BUYER upon transfer to the first carrier, regardless of final destination and mode of transit. SELLER will use commercially reasonable efforts to deliver the Products ordered herein within SELLER's normal lead-time necessary for SELLER to deliver the Products sold hereunder. Upon prior agreement with BUYER and for an additional charge paid by BUYER, SELLER will deliver the Products on an expedited basis. Seller may, in its sole discretion, without liability or penalty, deliver partial shipments of Products to Buyer and ship the Products as they become available, in advance of the quoted delivery date. If the Products are delivered in installments, then insofar as each shipment is subject to the same Agreement, the Agreement will be treated as a single contract and not severable. Products will be boxed or crated as determined appropriate by SELLER for protection against normal handling and there will be an extra charge to the BUYER for additional packaging required by the BUYER with respect to waterproofing or other added protection. BUYER has sole responsibility for off-loading, storage and handling of the Products at the site. Where BUYER is responsible for any delay in the delivery date or installation date, the earlier of the date of delivery or the date on which the Products are ready for shipment by SELLER may be treated as the delivery date for purposes of determining the time of payment of the purchase price. Moreover, BUYER will be responsible for storage and insurance expenses with respect to such Products. Should BUYER fail to effect pick-up of Product as previously agreed in a timely manner, SELLER may, at its discretion, assess storage charges and a surcharge to the account of BUYER.

Trojan Technologies Group ULC  
3020 Gore Road, London, Ontario, Canada, N5V 4T7  
+1 519 457 3400 www.trojan technologies.com



4. **INSPECTION:** BUYER will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, BUYER will promptly notify SELLER of such nonconformance in writing. SELLER will have a reasonable opportunity to repair or replace the nonconforming Product at its option. BUYER will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance for such Products unless a written notification pursuant to this paragraph is received by SELLER within fourteen (14) calendar days of delivery to BUYER destination on order.
5. **PRICES & ORDER SIZES:** Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory, or excise taxes; import or export duties; special financing fees; value added tax, income, or royalty taxes imposed outside the U.S. or Canada; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. BUYER will either pay any and all such charges or provide SELLER with acceptable exemption certificates, which obligation survives performance under this Contract. Installation, maintenance and any other services which relate to the Products are not included unless specifically set forth in the offer. SELLER reserves the right to establish minimum order sizes and will advise BUYER accordingly. Any orders below the minimum order size are subject to a fee as set out by SELLER. Notwithstanding anything to the contrary set out herein, in the event of any delay to SELLER's delivery schedule caused by BUYER or its representatives (other than for Force Majeure or delays caused by SELLER), including without limitation, a suspension of work or the project, a postponement of the delivery date or failure to timely issue of a notice of commencement or similar document, then (i) the Purchase Price shall increase by 1% for every month or partial month of such delay and this Agreement shall be construed as if the increased Purchase Price were originally inserted herein, and BUYER shall be billed by SELLER on the basis of such increased Purchase Price, or (ii) SELLER shall have the right to terminate this Contract without penalty.
6. **PAYMENTS:** All payments must be made in agreed-to currency, normally Canadian or U.S. Dollars. Unless other payment terms are expressly agreed to by SELLER or otherwise required by the SELLER, invoices are due and payable NET 30 DAYS from date of the invoice, without regard to delays for inspection or transportation, with payments to be made by check to SELLER at the address listed in the purchase order or by bank transfer to the account obtainable from SELLER's Accounts Receivable Manager. In the event payments are not made or not made in a timely manner, SELLER may, in addition to all other remedies provided at law, either: (a) declare BUYER's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the outstanding balance at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof that there is an outstanding balance plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) pursue other collection efforts and recover all associated costs including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. BUYER is prohibited from setting off any and all monies owed under this Contract from any other sums, whether liquidated or not, that are or may be due to the BUYER, which arise out of a different transaction with SELLER or any of its affiliates. Should BUYER's financial condition become unsatisfactory to SELLER in its discretion, SELLER may require payment in advance or other security. If BUYER fails to meet these requirements, SELLER may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due to SELLER. BUYER hereby grants SELLER a security interest in the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing, to secure payment in full of all amounts to SELLER, which payment releases the security interest but only if such payment could not be considered an avoidable transfer under applicable laws. The security interest granted hereby constitutes a purchase money security interest under the applicable Uniform Commercial Code or Personal Property Security Act or other applicable law, and SELLER is authorized to make whatever registration or notification or take such other action as SELLER deems necessary or desirable to perfect such security interest. BUYER's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of BUYER, constitutes a default under this Contract and affords SELLER all of the remedies of a secured creditor under applicable law, as well as the remedies stated above for late payment or non-payment.
7. **LIMITED WARRANTY:** Unless specifically provided otherwise in SELLER's offer, SELLER provides the following Limited Warranty. SELLER warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written

warranty pertaining to the specific goods purchased, which for Products is for a period of twelve (12) months from delivery. SELLER warrants that services furnished hereunder will be free from defects in workmanship for a period of thirty (30) days from the completion of the services. Products repaired or replaced are not covered by any warranty except to the extent repaired or replaced by SELLER, an authorized representative of SELLER, or under specific instructions by SELLER, in which cases, the Products will be covered under warranty up to the end of the warranty period applicable to the original Products. The above warranties do not include the cost of shipping and handling of returned items. Parts provided by SELLER in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by SELLER shall become the property of SELLER. Except as included in SELLER'S offer, no warranties are extended to consumable items and for normal wear and tear. SELLER's special warranties may include additional limitations. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, repair, credit or refund of the purchase price, as determined by SELLER in its sole discretion. This remedy will not be deemed to have failed of its essential purpose so long as SELLER is willing to provide such replacement, credit or refund. To make a warranty claim, BUYER must notify SELLER in writing within 5 days of discovery of the defect in question. This notification must include a description of the problem, a copy of the applicable operator's log, a copy of BUYER's maintenance record and any analytical results detailing the problem. Any warranty hereunder or performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly, and is in good working order, (b) all operations are consistent with SELLER recommendations, (c) operating conditions at the installation site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise. Products manufactured by a third party ("Third Party Product") which are not incorporated into SELLER's Products are not covered by the warranty. With respect to any Third Party Product, the warranty, if any, is provided solely through the manufacturer of such Third Party Product, the terms of which vary from manufacturer to manufacturer and Seller assumes no responsibility on their behalf. For Third Party Products, specific warranty terms may be obtained from the manufacturer's warranty statement.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). SELLER is responsible for and will defend, indemnify and hold harmless the BUYER Indemnified Parties against all losses, claims, expenses or damages to the proportional extent caused by SELLER's breach of the Limited Warranty. BUYER is responsible for and will defend, indemnify and hold harmless SELLER Indemnified Parties against all losses, claims, expenses, or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any Products or the breach of any provision of this Contract by the BUYER or any third party affiliated or in privity with BUYER.
9. **PATENT PROTECTION:** SELLER shall further defend and indemnify BUYER Indemnitees from and against all Claims for actual infringement of all letters patent, trademarks, copyright or corresponding rights pertaining to goods provided under the Purchase Order, solely by reason of the sale or normal use of any goods sold to BUYER hereunder as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent. SELLER's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the goods according to their applications as envisioned by SELLER's specifications. In case the goods are in such suit held to constitute infringement and the use of the goods is enjoined, SELLER will, at its own expense and at its option, either procure for BUYER the right to continue using such goods or replace them with non-infringing products, or modify them so they become non-infringing, or remove the goods and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of SELLER for patent infringement by the goods. Further, to the same extent as set forth in SELLER's above obligation to BUYER, BUYER agrees to defend, indemnify and hold harmless SELLER for patent infringement related to (x) any goods manufactured to the BUYER's design, (y) services provided in accordance with the BUYER's instructions, or (z) SELLER's goods when used in combination with any other devices, parts or software not provided by SELLER hereunder. Subject to all limitations of liability provided herein, SELLER will, with respect to any Products of SELLER's design or manufacture, indemnify BUYER from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. or Canadian patent (or European patent for Products that SELLER sells to BUYER for end use in a member state of the E.U. or the U.K.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to BUYER hereunder and from reasonable expenses incurred by BUYER in defense of such suit if SELLER does not undertake the defense thereof, provided that BUYER promptly notifies SELLER of such suit and offers SELLER either (i) full and exclusive control of the defense of such

suit when Products of SELLER only are involved, or (ii) the right to participate in the defense of such suit when products other than those of SELLER are also involved. SELLER's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by SELLER's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, SELLER will, at its own expense and at its option, either procure for BUYER the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of SELLER for patent infringement by the Products. Further, to the same extent as set forth in SELLER's above obligation to BUYER, BUYER agrees to defend, indemnify and hold harmless SELLER for patent infringement related to (x) any goods manufactured to the BUYER's design, (y) services provided in accordance with the BUYER's instructions, or (z) SELLER's Products when used in combination with any other devices, parts or software not provided by SELLER hereunder.

10. **TRADEMARKS AND OTHER LABELS:** BUYER agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.
11. **SOFTWARE AND INTELLECTUAL PROPERTY:** All licenses to SELLER's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such express licenses and for all other software, SELLER grants BUYER only a personal, non-exclusive license to access and use the software provided by SELLER with Products purchased hereunder solely as necessary for BUYER to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which BUYER may use under the terms and conditions of the specific license under which the open source software is distributed. BUYER agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). All SELLER contributions to the Products, the results of the services, and any other work designed or provided by SELLER hereunder may contain or result in statutory and non-statutory Intellectual Property, including but not limited to patentable subject matter or trade secrets; and all such Intellectual Property remains the sole property of SELLER; and BUYER shall not disclose (except to the extent inherently necessary during any resale of Product sold hereunder), disassemble, decompile, or any results of the Services, or any Products, or otherwise attempt to learn the underlying processes, source code, structure, algorithms, or ideas.
12. **PROPRIETARY INFORMATION AND PRIVACY:** "Proprietary Information" means any information, technical data, or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which SELLER considers proprietary, including but not limited to service and maintenance manuals. BUYER and its customers, employees, and agents will keep confidential all such Proprietary Information obtained directly or indirectly from SELLER and will not transfer or disclose it without SELLER's prior written consent, or use it for the manufacture, procurement, servicing, or calibration of Products or any similar products, or cause such products to be manufactured, serviced, or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains SELLER's property. No right or license is granted to BUYER or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of SELLER, except for the limited use licenses implied by law. In respect of personal data supplied by BUYER to SELLER, BUYER warrants that is duly authorized to submit and disclose these data, including but not limited to obtaining data subjects' informed consent. SELLER will manage BUYER's information and personal data in accordance with its Privacy Policy, a copy of which is available to BUYER upon request. In respect of other data and information that SELLER may receive in connection with BUYER's use of the Products including without limitation data that are captured by the Products and transmitted to SELLER, BUYER hereby grants SELLER a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data as needed for Product operation and maintenance, and to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of SELLER and its affiliates.
13. **SPECIAL TOOLS, DIES, JIGS, FIXTURES AND PATTERNS:** Any tools, dies, jigs, fixtures, patterns and similar items which are included or required in connection with the manufacture and/or supply of the Products will remain the property of SELLER without credit to the BUYER. SELLER assumes the cost for maintenance and replacement of such items and shall have the right to discard and scrap any such item after it has been inactive for a minimum of one year, without credit to the BUYER.

14. **CHANGES AND ADDITIONAL CHARGES:** SELLER reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by BUYER unless agreed upon in writing before the Products' delivery date. SELLER shall not be obligated to implement any changes or variations in the scope of work described in SELLER's scope of supply unless BUYER and SELLER agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes or variations necessitated by a change in applicable law occurring after the effective date of this Agreement including these Terms.
15. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by SELLER, BUYER agrees to permit prompt access to equipment. BUYER assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. BUYER is the operator and in full control of its premises, including those areas where SELLER employees or contractors are performing service, repair, and maintenance activities. BUYER will ensure that all necessary measures are taken for safety and security of working conditions, sites, and installations during the performance of any services. BUYER is the generator of any resulting wastes, including without limitation hazardous wastes. BUYER is solely responsible to arrange for the disposal of any wastes at its own expense. BUYER will, at its own expense, provide SELLER employees and contractors working on BUYER's premises with all information and training required under applicable safety compliance regulations and BUYER's policies. SELLER has no responsibility for the supervision or actions of BUYER's employees or contractors or for non-SELLER items (e.g., chemicals, equipment) and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such actions or items, or any other actions or items not under SELLER's control.
16. **LIMITATIONS ON USE:** BUYER will not use any Products for any purpose other than those identified in SELLER's catalogs and literature as intended uses. Unless SELLER has advised the BUYER in writing, in no event will BUYER use any Products in drugs, food additives, food, or cosmetics, or medical applications for humans or animals. In no event will BUYER use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. BUYER will not sell, transfer, export, or re-export any SELLER Products or technology for use in activities which involve the design, development, production, use, or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless BUYER has ordered Products specifying a California ship-to address, BUYER will not sell or deliver any SELLER Products for use in California. Any warranty granted by SELLER is void if any goods covered by such warranty are used for any purpose not permitted hereunder.
17. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise expressly agreed, BUYER is responsible for obtaining any required export or import licenses necessary for Product delivery. BUYER will comply with all laws and regulations applicable to the installation or use of all Product, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export or import licenses in connection with any subsequent export, re-export, transfer, and use of all Product and technology delivered hereunder. BUYER will not sell, transfer, export, or re-export any SELLER Product or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Product or technology in any facility which engages in activities relating to such weapons. BUYER will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to BUYER's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). BUYER agrees that no payment of money or provision of anything of value will be offered, promised, paid, or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for BUYER or for SELLER, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of BUYER's activities related to this Contract. SELLER asks BUYER to "Speak Up!" if aware of any violation of law, regulation, or our Code of Conduct ("CoC") in relation to this Contract. See

<https://www.veraltointegrity.com> and <https://www.veralto.com/integrity-compliance> for a copy of the CoC and for access to our Helpline portal.

18. **RELATIONSHIP OF PARTIES:** BUYER is not an agent or representative of SELLER and will not present itself as such under any circumstances, unless and to the extent it has been formally screened by SELLER's compliance department and received a separate duly-authorized letter from SELLER setting forth the scope and limitations of such authorization.
19. **FORCE MAJEURE:** SELLER is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; epidemics and pandemics; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to SELLER by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, SELLER may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.
20. **ASSIGNMENT AND WAIVER:** BUYER will not transfer or assign this Contract or any rights or interests hereunder without SELLER's prior written consent. SELLER shall be permitted to assign and transfer this Contract and any ancillary agreement hereunder to an affiliate of SELLER so long as such affiliates are either Trojan Technologies Group ULC or Trojan Technologies Corp. Upon any assignment of this Contract the assignee shall have all rights, and be liable for all obligations and responsibilities, under this Contract. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract, will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
21. **FUNDS TRANSFERS:** BUYER and SELLER both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new mailing or banking transfer instructions. To avoid this risk, BUYER must verbally confirm any new or changed mailing or banking transfer instructions by calling SELLER and speaking with SELLER's Accounts Receivable Manager before transferring any monies using the new instructions. Both parties agree that they will not institute mailing or banking transfer instruction changes and require immediate payment under the new instructions, but will instead provide a ten (10) day grace period to verify any mailing or banking transfer instruction changes before any new or outstanding payments are due using the new instructions.
22. **LIMITATION OF LIABILITY:** None of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees will be liable to any BUYER Indemnified Parties under any circumstances for any special, treble, incidental, or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair, or replacement; lost profits, revenue, or opportunity; loss of use; losses resulting from or related to downtime of the Products or inaccurate measurements or reporting; the cost of substitute products; or claims of any of BUYER's Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees arising out of the performance or nonperformance hereunder, or SELLER's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products, will in no circumstance exceed the amount actually paid to SELLER for Products delivered hereunder.
23. **APPLICABLE LAW AND DISPUTE RESOLUTION:** All issues relating to the construction, validity, interpretation, enforcement, and performance of this agreement and the rights and obligations of SELLER and the BUYER hereunder shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein; provided that if SELLER is Trojan Technologies Corp., then the applicable governing laws shall be the State of New York and the applicable federal laws therein. Any provisions of the International Sale of Goods Act or any convention on contracts for the international sale of goods shall not be applicable to this agreement. The parties submit to and consent to the non-exclusive jurisdiction of courts located in the Province of Ontario; provided that if SELLER is Trojan Technologies Corp., then the parties submit to and consent to the non-exclusive jurisdiction of courts located in the State

of New York.

Trojan Technologies Group ULC  
3020 Gore Road, London, Ontario, Canada, N5V 4T7  
+1 519 457 3400 [www.trojantechnologies.com](http://www.trojantechnologies.com)



24. **ENTIRE AGREEMENT, MODIFICATION, & SURVIVAL:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, SELLER may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon SELLER unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of SELLER. SELLER rejects any additional or inconsistent Terms & Conditions of Sale offered by BUYER at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of SELLER's acceptance of BUYER's order for the described goods and services. All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions together with those sections the survival of which is necessary for the interpretation or enforcement of these Terms, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.

## **TERMS AND CONDITIONS COVERING SALES OF CONFIGURED-TO-ORDER PROJECTS AND SYSTEMS**

In addition to all terms and conditions above, unless otherwise addressed as part of SELLER's offer, the following sections apply to sales of Configured-to-Order Projects, Systems, and the like, except for any Aria Filtra Products:

### 101. PAYMENT.

101.1 Payments will be made per the schedule of payment events set forth in SELLER's offer; provided that if the Start-Up Date (as defined below) is less than 30 days after the Delivery Date, 90% of the purchase price is due before the Start-Up Date.

101.2. In the event that achievement of a scheduled payment event is delayed or suspended due to the BUYER's convenience or other reasons for which the BUYER or its representatives is responsible, such payment event will be deemed to have occurred and SELLER shall be entitled to invoice BUYER as if achievement of such payment event had been achieved. In such circumstances, BUYER must notify SELLER in writing of the reasons for the delay and anticipated duration of the delay. SELLER will mark the Products (or parts thereof) as the BUYER's property and BUYER shall make arrangements for a third party to store the Products at BUYER's cost.

### 102. DELIVERY

102.1 SELLER will request the BUYER to provide a firm date for delivery of the Products to the project site (the "Delivery Date") which SELLER will then use to establish the production schedule for the Products. The Delivery Date will then be binding on the BUYER except for any changes made in accordance with the provisions below.

102.2 SELLER reserves the right to reschedule the Delivery Date to a date prior to or subsequent to the scheduled Delivery Date in order to accommodate its shipping, production or other requirements. This right to reschedule will be applicable unless otherwise agreed to in writing by an authorized officer of SELLER. SELLER will provide the BUYER or its representative with a minimum of 24 hours' notice of any such rescheduling.

102.3 Where any change to the Delivery Date is made at BUYER's request and upon SELLER's agreement, for all purposes with respect to the warranty and payment requirements provided by SELLER in connection with the Products, the initial Delivery Date will be deemed to be the Delivery Date regardless of any change later made to the Delivery Date.

### 103. ACCEPTANCE

103.1 During the period between the Delivery Date and the Start-up Date, the BUYER shall prepare the Products and the project site for installation and start-up and, unless otherwise agreed in writing by an authorized representative of SELLER, shall complete acceptance testing with respect to the Products. The Products shall be deemed to be accepted on the earliest to occur of the following dates (the "Acceptance Date"): (a) that date on which the Products can function in either manual or automatic operation and provide treatment in accordance with criteria specified in the Quotation, or (b) 60 days after the Delivery Date.

103.2 All amounts which remain owing by the BUYER for the Products, including any amount which is specified to be payable on the Acceptance Date, will be paid by the BUYER to SELLER within 30 days after the Acceptance Date, unless otherwise agreed in writing by an authorized representative of SELLER.

103.3 Written notification must be given by the BUYER to SELLER within seven days after the Acceptance Date listing any outstanding deficiencies with respect to the Products and SELLER will use all reasonable efforts to correct such deficiencies promptly.

#### 104. START-UP

104.1 SELLER will request a firm date for start-up of the Equipment (the "Start-Up Date"). Trojan will then schedule its technician to be on-site for the Start-up Date. The Start-up Date is binding except for any changes made in accordance with the provisions below.

104.2 On the Start-up Date, BUYER must have the Equipment and site ready as provided in the Installation Preparation Checklist contained in the Contractor Installation Package sent to BUYER and must have paid all amounts then due and payable to SELLER.

104.3 BUYER can request a rescheduling of the Start-up Date by notifying SELLER in writing not less than three weeks prior to the Start-up Date. BUYER may request that the Start-up Date be extended but may not request that the Start-up Date be moved forward. SELLER requires a minimum extension period of two weeks between the existing Start-up Date and the requested new Start-up Date in order to reschedule its technician.

104.4 SELLER may, in its sole discretion, agree to reschedule the Start-up Date where a BUYER requests less than a two-week extension but is under no obligation to do so. In the event that SELLER does agree to less than a two-week extension or that BUYER requests more than two changes to the Start-up Date, BUYER will be charged an administration fee in an amount determined by SELLER.

104.5 SELLER reserves the right to reschedule the Start-up Date to a date which is prior to or subsequent to the scheduled Start-up Date in order to accommodate its resource availability. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of SELLER. SELLER will provide BUYER or its representative with a minimum of 72 hours' notice of any such change to the Start-up Date.

104.6 In the event that SELLER'S technician arrives at the project site and finds that the Equipment or the project site is not ready for start-up as defined in the Contractor Installation Package, or any amounts then due and payable to SELLER remain unpaid, BUYER may either:

(a) provided all amounts then due and payable to SELLER have been paid, issue a purchase order for all costs involved in having SELLER correct the deficiencies, or

(b) have SELLER'S technician leave the site and then reschedule the Start-up Date to a date when all deficiencies will be corrected, and the Equipment will be ready for start-up as defined in the Contractor Installation Package. If BUYER selects this option, the cost of rescheduling will be not less than a minimum amount specified by SELLER, with the final cost being determined by SELLER based on its costs and expenses incurred in connection with the rescheduling.

Rev. November 20, 2024

**SERVICE365  
& STREAM CONNECTION  
PROPOSAL**

BETWEEN

TROJAN TECHNOLOGIES GROUP ULC  
("Trojan Technologies")

AND

**Project 511704– Stevensville, Montana**

FOR WORK ON

TROJAN UV3000 PLUS SYSTEM

**NOTICE**

The attached agreement is proprietary and may not be reproduced or distributed to parties not directly associated with the company noted herein without the express written permission of Trojan Technologies.

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## 1 CONTRACT OVERVIEW

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1	Pricing	<b>Service365 Contract Price is</b>	
		For 1 (one) visits per year. 1 (one) day per visit. 8 (eight) hours per day.	<b>\$1625.00USD /year</b>
3	Contract Term	5(five) Years	
4	Basis of Pricing	For 5-year contract: Contract Price locked in for 5-years and is subject to price increase at the time of renewal	
5	Contract Start Date	03-01-2025	
6	Contract End Date (Renewal date)	03-01-2029	

## 2 SERVICE365 INTRODUCTION

---

SERVICE365 is a preventive maintenance program offered by Trojan Technologies to safeguard your TrojanUV system performance year after year. Trojan Technologies provides full-service support with comprehensive service plans under the SERVICE365 program. Regular maintenance using TrojanUV replacement parts is key to ensuring your UV system is operating at peak performance and continuing to meet your treatment requirements.

We have a dedicated team of field-service experts across North America ready to assist with your TrojanUV system maintenance, resolve operational challenges, and meet your objectives.

The following are the key benefits of having a SERVICE365 preventive maintenance plan and STREAM Connection in place:

- Lengthen equipment life.
- Reduce risk of breakdowns.
- Increase equipment efficiency.
- Decrease unplanned downtime.
- Promote health and safety.
- Save time and money.

## 3 SERVICE365 DETAILS

---

During the contract term:

- Trojan Technologies shall perform ‘Routine Maintenance’ as described in Section 4 of this contract.
- A service report will be provided including the details of the maintenance performed, any parts replaced, and an overview of the system performance and recommendations along with action plan until the next visit.

Following table provides a summary of the service plan for the UV3000Plus System:

No.	Project#	Project Name	System Info	Routine Maintenance
1	511704	Stevensville	No. of Channels: 1 No. of Banks/Channel: 2 No. of Modules/Bank: 3 No. of Lamps/Module: 4  Total Lamp Count: 24	1 Visit Per Year

## 4 ROUTINE MAINTENANCE

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Trojan’s certified expert will carry out the following preventive maintenance activities on your Trojan UV3000Plus system as a part of the routine maintenance during each service visit:

## 5 ASSUMPTIONS & CAVEATS

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This contract assumes the equipment will be operated and maintained in strict accordance with the instructions specified in the Operation and Maintenance Manual and Product Bulletins. Operation other than as so specified may void manufacturer’s warranties and additional service and maintenance required due to such operation is in addition to the services to be performed pursuant to this contract.

The maintenance requirements for your system can be found in the Operation and Maintenance (O&M) Manual.

This contract does not cover the repair or replacement of any components which have failed due to the following:

- Mishandling, misuse, neglect, improper storage, improper operation of the equipment with other equipment furnished by the Customer or by other third parties, or from defects in designs or specifications furnished by or on behalf of the Customer by a person other than Trojan
- Equipment that has been altered or repaired after start-up by anyone except an authorized representative of Trojan or the Customer acting under specific written instructions from Trojan
- Use of parts not supplied or approved by Trojan.

## 6 REVISION INDEX

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Rev No.	Document Type	Date Submitted	Submitted By
A1	Service 365 Proposal	DD-MM-YYYY	RAM/ISM Initials
A2	Service 365 Contract – Final Copy	DD-MM-YYYY	RAM/ISM Initials
A3	Customer Confirmed Copy	DD-MM-YYYY	RAM/ISM Initials

B1	Service365 Proposal – revised Rev A1 per client request	DD-MM-YYYY	RAM/ISM Initials
B2	Service 365 Contract – Final Copy	DD-MM-YYYY	RAM/ISM Initials
B3	Customer Confirmed Copy	DD-MM-YYYY	RAM/ISM Initials

## 7 COMMERCIAL BASIS

1	Additional Support Services	<p>During the scheduled service visits, any additional time (overtime) required outside of what is included in the scope of this contract will be invoiced separately at USD 315.00 per hour.</p> <p>Additional Service visits outside the routine maintenance visits, if needed, will be quoted and invoiced separately.</p>
2	Taxes	Not included; will be applied on the “Service365 Contract Price” noted above
2	Payment Terms	Net 30 days Payable annually in advance on the first day of each 12-month period during the contract term
4	Terms and Conditions	Please refer to Trojan’s Terms and Conditions of sale in Section 9.1 of this document
5	Renewal Terms	Subject to the Terms and Conditions attached to this document, this contract shall renew automatically on the renewal date recorded above, and on each anniversary of the renewal date, unless either party gives written notice to cancel this Agreement not less than sixty (60) days prior to the renewal date or any subsequent anniversary thereof.
6	Site Access	If access to site is refused to Trojan Technologies, then a request will be made in writing to the Operations Manager for the site. If after 30 days of issue of the request letter, access is still denied then an additional invoice will be issued for this site visit at the then current rates for the service(s) intended on that visit.

## 8 CONFIRMATION

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Trojan Technologies and the Customer agree that the terms and conditions attached hereto as Attachment # 1 attached hereto shall form a part of this Agreement and shall be binding upon the parties hereto. Trojan Technologies invites the Customer to review the Terms and Conditions with a representative of Trojan Technologies.

Stevensville  
157 Sewer Works Rd  
Stevensville, Montana, USA, 59870

TROJAN TECHNOLOGIES GROUP  
ULC  
3020 Gore Rd.  
London, Ontario, Canada, N5V4T7

By:

By: Todd Bartlett, Director, Service N.A.

**Print Name:** Stephen Lassiter  
**Title:** Public Works Director  
**Email:**  
publicworks@townofstevensville.gov  
**Phone:** 406-880-5989

**Print Name:** Taylor Riordon  
**Title:** Inside Account Manager  
**Email:**  
mountainwestus@trojantechnologies.com  
**Phone:** 519-857-2479

## 9 APPENDIX

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### 9.1 TERMS AND CONDITIONS

Following is the link to the document that sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided by Trojan Technologies.

<https://www.trojantechnologies.com/en/policies/terms-and-conditions-of-sale>





# Sales Quote

February 19, 2025

Quote# SVMT02192025

Stevensville, MT WWTP  
 Stephen Lassiter

Thank you for the opportunity to quote the following parts:

Item #	Description	Qty.	Price each	Ext. Price
1	<b>Service Visit: 1 Day On-Site Service Trojan 3000+</b>  <i>Includes:</i> > <i>Airfare &amp; All Travel Related Expenses</i>	1	\$3,500.00	\$3,500.00
<i>If Required Each Additional Day On-Site will Cost an Additional \$1,250.00 per Day On-Site.</i>				
<b>TOTAL =</b>				<b>\$3,500.00</b>

**Delivery:** As Scheduled.  
**Payment Terms:** Net 30.  
**Shipping Terms:** FOB Amelia, Ohio.

Quote is valid for 30 days.  
 Uveon Technologies, LLC. Also Specializes in Servicing & Refurbishing UV Systems.

MIRANDA SCHWEITZER  
 Sales Department

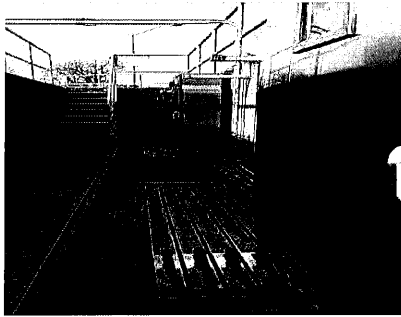
(513)752-2361  
 Sales@uveontech.com  
 1184 Ferris Road Amelia, OH 45102



### City of Angola, IN Wastewater Treatment Plant

**Contact:** Jeff Gaff  
**Phone:** (260)665-6806  
**Email:** Jgaff@angolain.org  
**Address:** 1095 Redding Road  
Angola, IN 46703

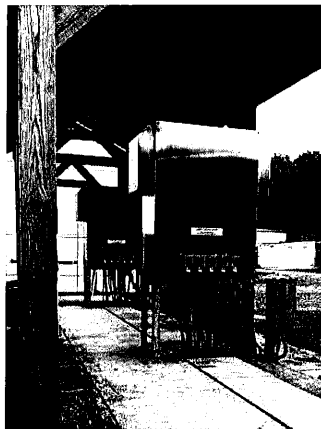
**Job Details:** *Reliability Improvements for 30-Lamp UV3000+*  
⇒ *Converted from the Trojan 3000+ UV Lamp #302509 to the Uveon Part# 16-2509*



### Perdue Foods, LLC. – Georgetown, Delaware

**Contact:** David Humphrey  
**Phone:** (302)855-5681  
**Email:** David.Humphrey@perdue.com  
**Address:** 20621 Savannah Rd.  
Georgetown, DE 19947

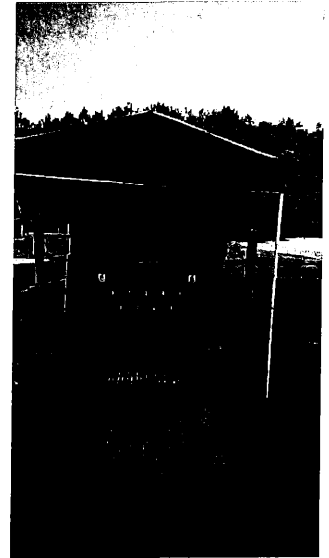
**Job Details:** *Reliability Improvements for 30-Lamp UV3000+*  
⇒ *Converted from the Trojan 3000+ UV Lamp #302509 to the Uveon Part# 16-2509*



## City of Laurel, MS Wastewater Treatment Plant

**Contact:** Charles Newell  
**Phone:** (601)425-1447  
**Email:** Charles.Newell@Veolia.com  
**Address:** 146 Don Curt Road  
Laurel, MS 39440

**Job Details:** *Reliability Improvements for 144-Lamp UV3000+ (Qty x2)*  
⇒ *Converted from the Trojan 3000+ UV Lamp #302509 to the Uveon Part# 16-2509*



## Uveon Technologies Mission

Thank you for your interest in our company! **Uveon specializes in refurbishing existing Trojan 3000 & Trojan 3000+ UV Systems, bringing them to a like new condition by performing a complete rework and update in the controls, power supplies and lamp power distribution assemblies.** Uveon utilizes only properly certified electrical and electronic components specifically designed for the UV industry. The refurbishment process is the least intrusive and most cost-effective means of upgrading the UV equipment. By eliminating the price of a new system along with the engineering fees that are required, also the removal of the old system and the installation and implementation of a new system a significant cost saving plan can be realized and the savings implemented for other repairs and upgrades in the plant.

We are able to do more than just refurbish existing UV Systems; we can also provide your facility with a custom UV System that fits your facility's needs. This service we provide can not only help your facility save a significant amount of money, but we are also able to Recycle most of your existing Equipment to cutdown on disposed material.



**File Attachments for Item:**

a. Discussion/Decision: Resolution No. 562 a Resolution Adopting a Safety-Health & Workers Compensation Policy



## Stevensville Town Council Meeting

### Agenda Item Request

**To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).**

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Bob Michalson
<b>Second Person Submitting the Agenda Item:</b>	Gina Crowe, Finance & HR Director
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	02/27/2025
<b>Agenda Topic:</b>	Discussion/Decision: Resolution No. 562 a Resolution Adopting a Safety-Health & Workers Compensation Policy
<b>Backup Documents Attached?</b>	Yes
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	Approved
<b>If Approved, Meeting Date for Consideration:</b>	02/27/2025
<b>Notes:</b>	The Safety-Health & Workers Compensation Policy has been reviewed by MMIA and has their approval to move forward with adoption.

**RESOLUTION NO. 562**

**A RESOLUTION ADOPTING A  
SAFETY-HEALTH & WORKERS  
COMPENSATION POLICY**

**WHEREAS**, the Town of Stevensville is implementing a Safety-Health & Workers Compensation Policy, see Exhibit A, and;

**WHEREAS**, the Town of Stevensville is responsible for providing the resources necessary for our employees to follow the Montana Safety Culture Act and other safety regulations related to work, this policy consists of:

1. Safety Policy
2. Workers' Compensation
3. Return to Work

**WHEREAS**, the Town of Stevensville's HR Department will administer this policy to all employees within 30 days of the adoption of this resolution, and;

**NOW THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Stevensville, herby adopts the Town of Stevensville Safety-Health & Workers Compensation Policy.

**PASSED AND ADOPTED**, dated this 27<sup>th</sup> day of February 2025, after motion and second at a regular meeting of the Stevensville Town Council.

**Approved:**

**Attest:**

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---

**Bob Michalson, Mayor**

**Jenelle S. Berthoud, Town Clerk**

**TOWN OF STEVENSVILLE**  
**SAFETY- HEALTH & WORKERS COMPENSATION POLICY**

**Exhibit A**

**SAFETY AND HEALTH**

**A. Safety Policy**

The management of the Town of Stevensville is committed to the safety and health of our employees, members, and work sites. We are responsible for providing the resources necessary for employees to follow the Montana Safety Culture Act and other safety regulations related to our work. We will strive to set expectations for continual improvement as a safe Montana business.

Employee recommendations to improve safety and health conditions will be given thorough consideration. It is the policy of the Town of Stevensville that employees report unsafe conditions and do not perform work tasks if the work is considered by them to be unsafe. ***Employees must immediately report all accidents, injuries/illnesses, near misses, and unsafe conditions to their supervisor, or HR Director if the Supervisor is not available. Employees can relay the injury either in person if the employee is on the job site, or by phone if the employee sought urgent care.*** No such report will result in retaliation, penalty, or other disincentive; however, employees will be held accountable for not reporting such incidences. Management will promote and influence safe behavior by both positive reinforcement of correct and safe work practices, and by disciplinary action for those who willfully or repeatedly work in an unsafe manner.

For this program to be successful, the injured employee must report all injuries to ***their immediate supervisor or HR Director*** on the same day of the incident.

**B. Workers' Compensation**

Workers' Compensation Insurance is fully paid by the Town of Stevensville and covers all employees. If an employee receives a workplace injury/illness he/she must report it to their immediate supervisor on the same day of the injury/illness. Failure to do so may result in a loss of benefits.

If the injury requires immediate assistance please go to the closest Urgent Care or Hospital, please inform the providing staff a claim number will be assigned **after** it has

been reported to the Town of Stevensville's Insurance Carrier at which time the carrier will contact the provider/hospital with insurance information.

Once the employee has returned from the Urgent Care/Hospital they must first speak with the HR Director so a claim can be initiated. Please provide any & all information so a Workers Compensation claim can be initiated.

### **C. Return to Work**

The Town of Stevensville believes employees are their most important asset. The Town of Stevensville is committed to assisting our injured employees to return to work as soon as medically appropriate.

There are many ways to implement a Return-to-Work program that meets the needs of both The Town of Stevensville and an injured employee. When practical, focus will be to modify the employee's existing position and/or work schedule temporarily, or to create a position to accommodate the temporary physical restrictions identified by the treating medical provider. If the injury results in permanent restrictions, the Town of Stevensville will follow the provisions of the Americans with Disabilities Act.

Please advise your treating medical provider of our Return-to-Work Program so they are able to help design a temporary transitional duty assignment to allow return to work as soon as possible.

#### **Acknowledgment:**

I certify that I have read the Town of Stevensville's Safety-Health & Work Comp Policy. I have read and I understand and accept the contents of the Statement, and I accept full responsibility for familiarizing myself with the procedures and policies it contains.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

---

Employee Signature

---

Finance & HR Director Signature



**File Attachments for Item:**

b. Discussion/Decision: Remove Yield Sign at the Southbound Corner of Church Street and 5th Street and Replace with Stop Sign



## Stevensville Town Council Meeting

### Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Wallace Smith,
<b>Second Person Submitting the Agenda Item:</b>	John Boe, Chief of Police
<b>Submitter Title:</b>	Councilman Ward 1
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	02/27/25
<b>Agenda Topic:</b>	Discussion/Decision: Remove Yield sign at the southbound corner of Church St and 5 <sup>th</sup> St and replace with Stop sign.
<b>Backup Documents Attached?</b>	Yes
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	
<b>If Approved, Meeting Date for Consideration:</b>	02/27/25
<b>Notes:</b>	The corner of southbound Church St and 5 <sup>th</sup> currently has a "Yield" sign. Yield signs within the town limits are generally ignored by many vehicle operators. This combined with the speed limits, which are also generally being ignored by these same operators, creates a hazard to pedestrians crossing the intersection at Church St and 5 <sup>th</sup> . This is a major concern after the school day is completed and dozens of students cross at this intersection plus there is increased vehicular traffic at this same time. Creating a "Stop" at the intersection of Church and 5th Streets would help mitigate this issue.







**File Attachments for Item:**

c. Discussion/Decision: Remove Yield Sign at the Northbound Corner of Church Street and 5th Street and Replace with Stop Sign



## Stevensville Town Council Meeting

### Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Wallace Smith,
<b>Second Person Submitting the Agenda Item:</b>	John Boe, Chief of Police
<b>Submitter Title:</b>	Councilman Ward 1
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	02/27/25
<b>Agenda Topic:</b>	Discussion/Decision: Remove Yield sign at the northbound corner of Church St and 5 <sup>th</sup> St and replace with Stop sign.
<b>Backup Documents Attached?</b>	Yes
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	
<b>If Approved, Meeting Date for Consideration:</b>	02/27/25
<b>Notes:</b>	The corner of northbound Church St and 5 <sup>th</sup> currently has a "Yield" sign. Yield signs within the town limits are generally ignored by many vehicle operators. This combined with the speed limits, which are also generally being ignored by these same operators, creates a hazard to pedestrians crossing the intersection at Church St and 5 <sup>th</sup> . This is a major concern after the school day is completed and dozens of students cross at this intersection plus there is increased vehicular traffic at this same time. Creating a "Stop" at the intersection of Church and 5th Streets would help mitigate this issue.







**File Attachments for Item:**

d. Discussion/Decision: Install Stop Sign at the Northbound Corner of Church Street and 6th Street



## Stevensville Town Council Meeting

### Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Wallace Smith,
<b>Second Person Submitting the Agenda Item:</b>	John Boe, Chief of Police
<b>Submitter Title:</b>	Councilman Ward 1
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	02/23/25
<b>Agenda Topic:</b>	Discussion/Decision: Install Stop sign at the northbound corner of Church St and 6 <sup>th</sup> St.
<b>Backup Documents Attached?</b>	Yes
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	
<b>If Approved, Meeting Date for Consideration:</b>	02/23/25
<b>Notes:</b>	The corner of northbound Church St and 6 <sup>th</sup> currently does not have any traffic signage which creates a hazard to pedestrians, especially school children walking home. The addition of a "Stop" at the intersection of Church and 6th Streets would help mitigate this issue.







**File Attachments for Item:**

e. Discussion/Decision: Remove Yield Sign at the Southbound Corner of Church Street and 6th Street and Replace with Stop Sign



## Stevensville Town Council Meeting

### Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Wallace Smith,
<b>Second Person Submitting the Agenda Item:</b>	John Boe, Chief of Police
<b>Submitter Title:</b>	Councilman Ward 1
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	02/23/25
<b>Agenda Topic:</b>	Discussion/Decision: Remove Yield sign at the southbound corner of Church St and 6 <sup>th</sup> St and replace with Stop sign.
<b>Backup Documents Attached?</b>	Yes
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	
<b>If Approved, Meeting Date for Consideration:</b>	02/23/25
<b>Notes:</b>	The corner of southbound Church St and 6 <sup>th</sup> currently has a "Yield" sign. Yield signs within the town limits are generally ignored by many vehicle operators. This combined with the speed limits, which are also generally being ignored by these same operators, creates a hazard to pedestrians crossing the intersection at Church St and 6 <sup>th</sup> . This is a major concern after the school day is completed and dozens of students cross at this intersection plus there is increased vehicular traffic at this same time. Creating a "Stop" at the intersection of Church and 6 <sup>th</sup> Streets would help mitigate this issue.







**File Attachments for Item:**

f. Discussion/Decision: Remove Yield Sign at the Southbound Corner of College Street and 4th Street and Replace with Stop Sign



## Stevensville Town Council Meeting

### Agenda Item Request



To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Wallace Smith,
<b>Second Person Submitting the Agenda Item:</b>	John Boe, Chief of Police
<b>Submitter Title:</b>	Councilman Ward 1
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	02/27/25
<b>Agenda Topic:</b>	Discussion/Decision: Remove Yield sign at the southbound corner of College St and 4 <sup>th</sup> St and replace with Stop sign.
<b>Backup Documents Attached?</b>	Yes
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	
<b>If Approved, Meeting Date for Consideration:</b>	02/27/25
<b>Notes:</b>	The corner of southbound College St and 4 <sup>th</sup> currently has a "Yield" sign. Yield signs within the town limits are generally ignored by many vehicle operators. This combined with the speed limits, which are also generally being ignored by these same operators, creates a hazard to pedestrians crossing the intersection at College and 5 <sup>th</sup> . This is a major concern after the school day is completed and dozens of students cross at this intersection plus there is increased vehicular traffic at this same time. Creating a "Stop" at the intersection of College and 4th Streets would help mitigate this speed issue since a "Stop sign" cannot be installed at the 5 <sup>th</sup> and College location per MCA guidelines.







**File Attachments for Item:**

g. Discussion/Decision: Remove Yield Sign at the Northbound Corner of College Street and 4th Street and Replace with Stop Sign





## Stevensville Town Council Meeting

### Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

<b>Agenda Item Type:</b>	New Business
<b>Person Submitting the Agenda Item:</b>	Wallace Smith,
<b>Second Person Submitting the Agenda Item:</b>	John Boe, Chief of Police
<b>Submitter Title:</b>	Councilman Ward 1
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	02/27/25
<b>Agenda Topic:</b>	Discussion/Decision: Remove Yield sign at the northbound corner of College St and 4 <sup>th</sup> St and replace with Stop sign.
<b>Backup Documents Attached?</b>	Yes
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	
<b>If Approved, Meeting Date for Consideration:</b>	02/27/25
<b>Notes:</b>	The corner of northbound College St and 4 <sup>th</sup> currently has a "Yield" sign. Yield signs within the town limits are generally ignored by many vehicle operators. This combined with the speed limits, which are also generally being ignored by these same operators, creates a hazard to pedestrians crossing the intersection at College and 5 <sup>th</sup> . This is a major concern after the school day is completed and dozens of students cross at this intersection plus there is increased vehicular traffic at this same time. Creating a "Stop" at the intersection of College and 4th Streets would help mitigate this speed issue since a "Stop sign" cannot be installed at the 5 <sup>th</sup> and College location per MCA guidelines.



