



**Stevensville Town Council Meeting  
Agenda for  
THURSDAY, MARCH 13, 2025  
6:30 PM  
206 Bick 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
  - a. Town Council Meeting Minutes 02/13/2025
  - b. Special Town Council Meeting Minutes CLOSED SESSION 02/19/2025
5. Approval of Bi-Weekly Claims
  - a. #19529-#19562
6. Administrative Reports
  - a. Airport
  - b. Building Department
  - c. Finance
  - d. Fire Department
  - e. Police Department
  - f. Public Works
7. Public Hearings
  - a. Amendments of the Budget for Fiscal Year 2023-2024
8. Unfinished Business
  - a. Discussion/Decision: Service Contract Between Trojan Technologies Group ULC and the Town of Stevensville
9. New Business
  - a. Discussion/Decision: Resolution No. 563 a Resolution of the Town Council of the Town of Stevensville, MT, Providing for the Amendments of the Budget for the Fiscal Year 2023-2024
  - b. Discussion/Decision: Track out of Service Agreement, E. 2nd Street
  - c. Discussion/Decision: Replace Yield Sign with a Stop Sign at the Corner of Turner Street and Chilcott Street
  - d. Discussion/Decision: Consent to the Mayors Appointment of Rich Liddle as a Stevensville Volunteer Firefighter
  - e. Discussion/Decision: Schedule a C.O.W. Meeting to Discuss Claims Coding
10. Board Reports
11. Town Council Comments
12. Executive Report
13. 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. Town Council Meeting Minutes 02/13/2025

Stevensville Town Council Meeting Minutes  
for THURSDAY, FEBRUARY 13, 2025, 6:30 PM 206 Buck Street, Town  
Hall

CONDENSED MINUTES

1. Call to Order and Roll Call

Mayor Michalson called the meeting to order. Councilmembers Barker, Brown, Nelson and Smith were all present.

2. Pledge of Allegiance

3. Public Comments (Public comment from citizens on items that are not on the agenda)

Kate Miller: I am from 108 Main Street. I have a number of issues with my business property, and I have asked the city a few questions and have not gotten anywhere, now that the hot dog shop has gone in it has created even more issues. I don't even know if this is the right place to do so.

Mayor Michalson: you can come by my office tomorrow morning at 9:00 am.

4. Approval of Minutes

a. C.O.W. Meeting Minutes 01/21/2025

Mayor Michalson: introduced C.O.W. meeting minutes 01/21/2025

Councilmember Smith: I move that we accept the COW meeting minutes of 01/21/2025.

Councilmember Nelson: 2<sup>nd</sup>.

Mayor Michalson: motion and a 2<sup>nd</sup>. Discussion from the council? Public comment? Seeing none, Jenelle please take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Councilmember Smith: aye.

Mayor Michalson: passes 4-0

b. Town Council Meeting Minutes 01/23/2025

Mayor Michalson: introduced Town Council Meeting minutes for 01/23/2025.

Councilmember Smith: I move to accept the town council meeting minutes of 01/23/2025.

Councilmember Nelson: 2<sup>nd</sup>.

Mayor Michalson: motion and a 2<sup>nd</sup>. Discussion from the council? Public comment?  
Seeing none, Jenelle please take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Councilmember Smith: aye.

Mayor Michalson: passes 4-0

## 5. Approval of Bi-Weekly Claims

### a. Claims #19484-19515

Mayor Michalson: introduced bi-weekly claims #19484-19515

Councilmember Barker: I move that we approve bi-weekly claims #19484-19515.

Councilmember Nelson: 2<sup>nd</sup>.

Mayor Michalson: motion and a 2<sup>nd</sup>. Discussion from the council?

Councilmember Nelson: Claim #19484, a2z supply corp.

Chief Boe: Officer Pierces vest.

Councilmember Nelson: bullet proof vest?

Chief Boe: yes, sir.

Councilmember Barker: Clam #19492, Ken wastewater classes, stayed with a friend to save on motel, \$196.00? is that for fuel and meals.

Mayor Michalson: he went to a training in Philipsburg.

Councilmember Barker: so, he stayed in Anaconda but went to Philipsburg for training.

Jenelle Berthoud: the \$196.00 is the new rate for travel.

Councilmember Brown: I wanted to thank the young man for saving the town some money and stay with a friend.

Mayor Michalson: it was training, we are trying to get him up to speed one of the reasons that we did hire him is because he had an interest in being certified.

Councilmember Brown: 19489, fireman's relief for \$25,000.00 could some please explain that again.

Mayor Michalson: that is the retirement that the town pays every year.

Chief Motley: it is the town's retirement fund.

Councilmember Nelson: #19497, Denny Downing and Associates \$12,300.00.

Mayor Michalson: they are working with Gina and the ARF. That is who you approved for the audit. If you look down at HDR you will see a payment I will explain more in my executive report.

Mayor Michalson: any other comments on the claims? Public comment?

#### PUBLIC COMMENT

Chief Motley: I have a question #19494, First Call Computer Solutions. I understand that it is for IT services for February \$299.00 a month for IT services for the fire department. That is ludicrous. And then we turned around and paid an additional amount for internet from the same people, it is crazy can we do it on an as need basis and save some dollars.

Mayor Michalson: it is in the contract.

Chief Motley: can we change the contract, renegotiate the contract, look at the contract to see if we can make a better deal for the town, it seems like we are paying a lot of money for IT.

Mayor Michalson: that is right.

Chief Motley: it is not like we are doing massive computer things all of the time. We need to look in on that.

Jenelle Berthoud: it was a three year I believe.

Mayor Michalson: there you go Jeff it will be coming back up soon.

Councilmember Barker: aye.

Councilmember Brown: aye

Councilmember Nelson: aye.

Councilmember Smith: aye.

Mayor Michalson: passes 4-0

## 6. Administrative Reports

### a. Airport

Brian Germane, Airport Manager: report was provided in the packet. Been able to manage the snow pretty well. Any time that there is any snow on the runway we are required to do a notam. After that last snow, we did close the airport down on Friday and reopened it on Sunday and it has been open since. CIP projects, Tyler, myself and Craig Thomas went out to Helena last week to plead our case to the department of aeronautics. They ended up funding our whole project. That is the asphalt project and the fuel project. Early March we will put those projects out for bid, we met with Jenelle on the process. There is a Montana fuel company that will provide us with fuel, we will be bringing that back to the council for approval. Airport board reviewed some new plans

from M&M. Lease invoices all went out at the end of last year. Have been coming in with a few still out for payment.

b. Building Department

In the packet.

c. Finance

None

d. Fire Department

Chief Jeff Motley: report was provided in the packet. We are running at about 50 calls a month. At the end of the month, we had our annual banquet at that we did promote fireman to the lieutenant position. Robock is now a lieutenant for the fire department. We were able to get the ladder truck repaired. One thing that I would like to request is some sand in front of the bays.

Mayor Michalson: I will get that taken care of.

e. Police Department

Chief John Boe: report was provided in the packet. I have revised that. Right now, the police department is staffed, and Kenny is at the academy, doing very well. Chris is over at the school as the resource officer. The maintenance for our patrol vehicles has been pretty much completed for the year. The chili cook off is March 15<sup>th</sup>. We are getting a lot of buy in from the community members and the businesses. Been putting out flyers, social media and radio. And the mayor has been walking around and getting the word out. I am looking forward to this as my first one. I like to compare data from one year to the next. The more people the more calls for services. Being more visible in the community has deterred crime.

f. Public Works

In the packet.

Mayor Michalson: down to ten meters unread and like we said during claims Kevin went to training.

Councilmember Barker: with snow coming again, I have noticed the streets where there is snow buildup and it starts to melt, we need to see if we can get that removed, it is causing some issues and I have had some people comment on it, I am not saying that the public works department isn't doing a great job, we need to try and lower the blade a bit more over the snow and ice.

Councilmember Smith: it is a bit rough.

Councilmember Barker: it is pretty rough, and now that we have a new layer of snow and ice it is going to be a little more difficult, if we can have that cleared and a little bit wider. It seems that they go down the street and it is not as wide as it should be.

Mayor Michalson: I can say, and it has been brought up to me a few times, and I have talked to Steve and Jeff, he has the truck plows as far down as they can go. The big

snow plow that Cody drives, if he puts that all the way down like he said it will hit a manhole or another thing and do some damage.

Councilmember Barker: it seems like it is not what it has been in the past.

Mayor Michalson: we have had public people driving around in their own pickups and snowplows helping out.

Councilmember Brown: you skipped the building department.

Mayor Michalson: building department, I skipped it, so I will go back up to the building department.

Councilmember Smith: jumped over the top of that one.

Mayor Michalson: any questions.

## 7. New Business

### a. Discussion/Decision: Resolution No. 387f, a Resolution Amending Town Council Rules for the Town of Stevensville

Mayor Michalson: introduced new business item a, Resolution No. 387f, a Resolution Amending Town Council Rules for the Town of Stevensville. You had a COW meeting last month, you, the council revised your rules, took some out added a few, you can see the yellow ones.

Councilmember Barker: I make a motion to approve Resolution No. 387f, a Resolution Amending Town Council Rules for the Town of Stevensville

Councilmember Smith: 2<sup>nd</sup>.

Mayor Michalson: motion and a 2<sup>nd</sup>. Discussion from the council?

Councilmember Smith: a request when this is all said and done may we have a copy of these rules?

Mayor Michalson: you will because at the bottom you will sign this. With permission from the council, I would like to read a public comment from Jim Crews. It has to do with town council rules, Jim basically states that we should put in there a provision that says we should take public comment. I do not see anywhere in the newly proposed changes that when a decision is being made that there is no public comment listed. He said that you do it Bob, but a future mayor may say it is not in town council rules. But it is in Roberts Rules.

Councilmember Smtih: that was the point that I was going to make.

Mayor Michalson: if you want to amend and put public comment in there that is your call, Jims suggestion.

Councilmember Brown: I guess it would be better to add it then to have a challenge.



Councilmember Smith: we could say something in the order of having public comment according to Roberts Rules.

Mayor Michalson: there you go. What section are you going to put it in?

Jenelle Berthoud, Town Clerk: if you are going to refer to Roberts Rules within the town council rules then we need to have it as another exhibit to this town council rules. Whatever you are going to reference back to you have to have as another exhibit, just keep that in mind.

Councilmember Smith: scratch Robert Rules. What section then?

Councilmember Brown: order of business maybe just slide in public comment under the appropriate lines, under number 4 approval of claims, public comment. In the appropriate 1-15.

Jenelle Berthoud: if you guys add it there then I have to add that word public comment to every single agenda, because that is setting up the agenda.

Councilmember Barker: can we put it in the guidelines for public comment on the back of that. It is already there, we have it there.

Councilmember Brown: we could put public comment and then.

Mayor Michalson: I think that Stacey is right, it is already written.

Councilmember Barker: it is already here.

Mayor Michalson: any other questions from the council.

#### PULBIC COMMENT

Chief Motley: part 8 voting, if you put, prior to a vote the council gives opportunity for public comment.

Councilmember Barker: I make a motion to amend the original Resolution 387f to read as Part VIII on Voting what Jeff said.

Jenelle Berthoud: I will just listen to it. ("prior to council vote opportunity for public comment shall be made".)

Councilmember Smith: 2<sup>nd</sup>.

Mayor Michalson: we have a motion and a 2<sup>nd</sup> on the amendment. Further council discussion? Public comment? Seeing none, Jenelle please take the vote.

Councilmember Nelson: aye.

Councilmember Brown: aye.

Councilmember Smith: aye.

Councilmember Barker: aye.

Mayor Michalson: passes 4-0 on the amendment.

Mayor Michalson: Original motion for the council rules. Council like to discuss or change or add? Public comment? Seeing none, Jenelle please take the vote.

Councilmember Nelson: aye.

Councilmember Brown: aye.

Councilmember Smith: aye.

Councilmember Barker: aye.

Mayor Michalson: passes 4-0

b. Discussion/Decision: Resolution No. 561 a Resolution Adopting Fees & Locations for Food Trucks and Food Vendors by the Town of Stevensville

Mayor Michalson: introduced new business item d, Resolution No. 561 a Resolution Adopting Fees & Locations for Food Trucks and Food Vendors by the Town of Stevensville. At the last Park Board Meeting we did discuss on how to get more money into our parks system, raising fees and ideas were brought up about advertising on the fences and vendors. Andrena and Jenelle got together and are trying to get some more revenue for our parks. They will have to hold a transient business license, there will be no electric hookups and will not be available during special events. I would like to read another public comment from Jim Crews. "establishing this sort of activity at Lewis & Clark Park is more likely than not a violation of the deed of the property. This is why we did not want the library to go in there or the bike camp in 2003. If those people want to do something like that they can go and rent a property somewhere it is also not zoned for this kind of activity. " I also talked to Jim on the phone, and he came into agreement with me that it should be for special events, and I looked in our town ordinance section 18-21 it says prohibited activities, without first obtaining a permit. So according to our town ordinance they can with a permit. I did look at the deed and Jim is right we cannot donate it to the library but there is nothing in the language that says we cannot put vendors in the park, we are already doing it with the pavilion, last year we raised almost \$1,000 in rentals. I do not see an issue with putting vendors down there, they are on limited space in town. With your permission I would like Jenelle to come up.

Councilmember Nelson: I make a motion to adopt Resolution No. 561 a Resolution Adopting Fees & Locations for Food Trucks and Food Vendors by the Town of Stevensville.

Councilmember Smith: 2<sup>nd</sup>.

Mayor Michalson: motion and a 2<sup>nd</sup>.

Jenelle Berthoud: so, one of the reasons that we came up with this piece was talking with Stephen, and the park board talking about generating some extra revenue, painting the bathrooms, fixing the pavilion roofs, that all comes out of the park budget. We have also had multiple food vendors come to town hall, and prior to us putting this in they want to know if there is anywhere to park or rent. They all have a business license and they just want to be part of town, if there are not already hooked to a business that is

allowing that they are having a hard time getting in, there is always one here across the street one or two that Cenex gives permission to be there. We sat down with the mayor and Stephen and just went through what are the options that would give them an opportunity to park. And that is when we came up with this. They know that they cannot take up the spaces on Main Street and they do not want to be so far back, and Lewis & Clark Park is a big space. When the pool is open, we would not be placing them in front of the pool but when the pool is not open there is another two to three spaces. This is why we brought this up.

Councilmember Smith: did you float this idea to any of them about parking at the park and what that receptive?

Jenelle Berthoud: one is particular, was quite excited to be at the park, not just in the fall months but be involved when there is swim lessons. He sells coffee and he thought that it was a pretty cool idea.

Councilmember Nelson: do we have power access?

Jenelle Berthoud: we decided that we would not provide power to it and they are all self sufficient trucks.

Mayor Michalson: thank you Jenelle. Any comments from the council?

Councilmember Brown: I just had a few things to think about for this proposed resolution. One is the proposed fee enough to pay for the additional wear and tear on the park and the restroom. It appears that this is not in compliance with the PL1 zoning so did the planning and zoning board review. My next question was about the park board, but evidently the park board did discuss it. next comment did the town attorney review and give is comment and see if this is in compliance with the deed and the property, which is hold the property and use for community park and playground. Environmental health for the food trucks, who is going to be responsible for reviewing the proper permits and insurance are in place, and will a copy of the insurance and permits be kept at town hall. How is the town not going to discriminate and limit this to food vendors only. I did call Hamilton, and they do not allow food vendors to be set up in their parks. My last thought was will the town be covered through MMIA if their insurance and something happens, and worst-case scenario would be a propone tank on one of those trucks and then a fire or explosion. Food poisoning or whatever.

Mayor Michalson: valid questions.

Councilmember Nelson: on that note, just to make it clear, we were passing around ideas to fund for the park, but the food trucks were not an actual idea that was discussed.

Mayor Michalson: we said vendors.

Councilmember Barker: I like how we have it planned out, however we have a lot of struggling businesses downtown in our little restaurants. Bringing those food trucks in and I understand that you have designated areas we have two food trucks that do not pay because they are on private property.

Councilmember Smith: they still have to have a business license.

Councilmember Barker: yes, they do. That is through the county as well and that is different, there are two of them that if you tried to move them, they will put up a fight, I do not agree with putting them in here, our town is struggling to keep our businesses going. It needs to go under a permit with an event, I pay an event permit, and we are up to code, we are looking at multiple days a week. I like that we are trying to bring in revenue for our parks.

Mayor Michalson: any other comments from the council? Public comment?

#### PUBLIC COMMENT

Chief Motley: I think that Councilmember Brown has some valid points that would need to be clarified before we move forward with something like this.

Councilmember Smith: I move that we table this until we get an opinion from our town attorney.

Mayor Michalson: that could be a while, but we do have time.

Chief Motley: I would like to add that you get an opinion from your insurance.

Councilmember Smith: I move that we table this until we get an opinion from our town attorney and MMIA.

Councilmember Nelson: 2<sup>nd</sup>.

Mayor Michalson: motion and a 2<sup>nd</sup>. Discussion from the council to table it attorney's opinion and MMIA.

Councilmember Brown: I would like my comments addressed, answers.

Mayor Michalson: we will add that to the motion. Any more comments from the council? Public comments?

Chief Motley: does that include the space at town hall? Would that be included in the discussion?

Jenelle Berthoud: I had a food vendor ask if they could rent that spot, and for \$25.00 per day we would give up that space.

Councilmember Barker: can we make sure that is in that discussion please.

Mayor Michalson: at town hall.

Councilmember Barker: I think that this could open up a whole other can of worms, especially with the library and allowing this to happen, my opinion.

Mayor Michalson: Jenelle, please take the vote.

Councilmember Barker: aye.

Councilmember Smith: aye.

Councilmember Nelson: aye.

Councilmember Brown: aye.

Mayor Michalson: passes 4-0

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

Mayor Michalson: introduced new business item c, service contract between Trojan Technologies Group ULC and the Town of Stevensville. Our sewer plant uses a UV light system and Trojan contacted Stephen that it was time to have it serviced.

Councilmember Barker: I make a motion to approve service contract between Trojan Technologies Group ULC and the Town of Stevensville.

Councilmember Smith: 2<sup>nd</sup>.

Mayor Michalson: motion and a 2<sup>nd</sup>. Discussion from the council?

Councilmember Brown: one is why it was not put out by an RFP, and if it is under our purchasing policy why do we not have three other quotes.

Mayor Michalson: because it is a special company and there is no one else around.

Councilmember Brown: 315.00 per hour for additional support services, a lot of money. do we have to pay for travel on this?

Mayor Michalson: no, we do not.

Councilmember Barker: how do we know that, it is not on here for the travel. They are not going to come for free.

Mayor Michalson: what Steve told me is when he talked to them it was part of the new amount. We have to have it done.

Councilmember Nelson: one contract overview, this would be the yearly amount plus travel. She brought up travel but at the end of it, it says per year.

Mayor Michalson: if travel was in there, I think that it would have been in the contract, and I talked to Stephen, they said it was included. If you want to table this and get an answer.

Councilmember Brown: one other, they will come once a year for routine maintenance, one day eight hours, what is their normal time that it takes them?

Mayor Michalson: I do not know that Cindy, they have been charging us \$2,700 dollars a year, they have been doing this.

Councilmember Brown: it appears on the pricing; it is for once a year for an eight-hour block of time.

Mayor Michalson: it is in the contract that they will be here.

Councilmember Brown: it says an eight-hour day, what if they are over that. When they come here what is the normal time period.

Jenelle Berthoud: from what I understand we have to have this program it is mandated by the state.

Mayor Michalson: they do all of the maintenance.

Councilmember Nelson: if we did table this when could it come back.

Jenelle Berthoud: March 13<sup>th</sup>. I am not sure what this looks like for when they will be here next.

Councilmember Brown: there are two options for tonight, maybe we could call for public comment and then number two can we take a small break and call Stephen.

Mayor Michalson: before we take the brake can I ask for public comment.

#### PUBLIC COMMENT

Abbie Motley: on page 5 of that contract, it does say the additional support services will be billed at \$350.00 per hour.

Chief Motley: it also says that they will have an invoice separately, it is important that you read the last page, if this is their system and they have all of the parts, but if you do not use their parts, it is laid out on what will happen if you do so.

Councilmember Smith: I move to take a 5-minute break.

Councilmember Brown: 2<sup>nd</sup>.

Mayor Michalson: motion and a 2<sup>nd</sup> to take a 5-minute break, all in favor.

AYE.

#### 5 Minute Break

Mayor Michalson: called the meeting back to order. Back into discussion/decision, Trojan contract. Steve suggests that we table it, and he will get some answers. How he sees it, they are a specialized company; they are the only ones that service it.

Councilmember Barker: I want to make a comment under terms and conditions, prices and order sizes, they could put any price that they want on this, payment wise, there is a lot of different things in the terms and conditions.

Mayor Michalson: Steve said that they are out of Canada.

Councilmember Barker: obviously they are going to charge us a little more with that.

Mayor Michalson: we are also on a pretty tight rope. One side is working but if that one side goes out, it is okay that we table it and bring it back.

Councilmember Nelson: I make a motion that we table the service contract between Trojan and the town of Stevensville until we get more information on the contract.

Councilmember Smith: 2<sup>nd</sup>.

Mayor Michalson: motion and a 2<sup>nd</sup> on the table.

it

Councilmember Barker: we actually have a motion on the original.

Councilmember Nelson: I make a motion to rescind the original motion and now to table

Councilmember Smith: 2<sup>nd</sup>.

Mayor Michalson: motion and a 2<sup>nd</sup>.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Councilmember Smith: aye.

Mayor Michalson: passes 4-0

d. Informational: Stevensville City Court of Record Annual Report for 2024

Mayor Michalson: introduced new business item d, Informational: Stevensville City Court of Record Annual Report for 2024. I would like to add in our new police chiefs honor that if you look at the bottom about bond schedules. There is an uptick in that.

e. Discussion/Decision: RFP for Tree Pruning Services

Mayor Michalson: introduced new business item e, RFP for tree pruning services. I would like to put out an RFP for our disaster. The arborist came through and found about 100 trees to be trimmed and 3 to take down. The reason that I just gave you the number instead of the address is that we did not need the phone calls asking what about my tree.

Councilmember Smith: I move that we post and RFP for tree pruning services.

Councilmember Nelson: 2<sup>nd</sup>.

Mayor Michalson: motion and a 2<sup>nd</sup>. Discussion from the council?

Councilmember Barker: obviously there is a lot of talk about trees being marked could you clarify what those marks are. I have heard people say hey I have a mark on my tree is this trees that are potential or the trees that they have looked at.

Mayor Michalson: those are the trees from the wind damage that I marked, I went and took pictures last summer when the storm happened and when we got closer, I went and put a mark on them so that the arborist could go from street to street. Any discussion from the public? Seeing none Jenelle would you please take the vote.

Councilmember Barker: aye.

Councilmember Nelson: aye.

Councilmember Brown: aye.

Councilmember Smith: aye.

Mayor Michalson: passes 4-0

f. Discussion/Decision: Municipal Training for Town Clerk and Finance Officer, May 4th-8th, 2025

Mayor Michalson: introduced new business item f, Municipal Training for Town Clerk and Finance Officer, May 4th-8th, 2025. This is in their job descriptions that the council approved last summer and that makes it a requirement. I talked to Robert, and we have close to administration we still have \$58,000 and we can send the ladies to training.

Councilmember Barker: I make a motion to approve Municipal training for town clerk and finance officer. May 4-8.

Councilmember Brown: 2<sup>nd</sup>.

Mayor Michalson: motion and a 2<sup>nd</sup>, discussion from the council?

Councilmember Smith: where is this training being held.

Mayor Michalson: Fairmont.

Councilmember Barker: is that coinciding with the training for the councils and the mayor.

Mayor Michalson: any further discussion from the council?

Councilmember Barker: I think that it is a good opportunity for them to go. It has been a long time. It is a great opportunity for them and training between towns.

Mayor Michalson: Public comments? Seeing none, Jenelle please take the vote.

Councilmember Smith: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Councilmember Barker: aye.

Mayor Michalson: passes 4-0

g. Discussion/Decision: Schedule a C.O.W. Meeting to Discuss Impact Fees for the Town of Stevensville

Mayor Michalson: introduced new business item g, Schedule a C.O.W. Meeting to Discuss Impact Fees for the Town of Stevensville. I did some digging. There is a reason why the town has not raised its impact fees, it is because it is a headache. Mayor read the MCA code for setting impact fees, having a committee. It gets pretty in-depth. What it comes down to, it enables entities to pay for roads, parks, water/sewer. If we do a COW meeting it is good to sit down and talk this through. We are only hurting ourselves by not



charging enough, they have some towns that are already doing it. The more that we develop the more impact that it puts on the taxpayer. I will make some calls to see who needs to be on the committee. I would recommend March, to give me some time to get some things together.

Councilmember Nelson: Thursdays would work better for me, hard to get off on Tuesdays.

Mayor Michalson: Thursday March 6<sup>th</sup> at 6:00 pm

Councilmember Nelson: I make a motion to set up a COW meeting to discuss impact fees on March 6<sup>th</sup> at 6:00 pm.

Councilmember Smith: 2<sup>nd</sup>.

Mayor Michalson: motion and a 2<sup>nd</sup>. any further discussion from the council? Public comment?

Chief Motley: we will have fire training that night so it could be a bit noisy.

Mayor Michalson: any further comments? Seeing none, Jenelle please take the vote.

Councilmember Barker: aye.

Councilmember Brown: aye.

Councilmember Nelson: aye.

Councilmember Smith: aye.

Mayor Michalson: passes 4-0

## 8. Board Reports

Councilmember Smith: Brian already gave it.

## 9. Town Council Comments

Councilmember Barker: I want to thank Jeff for inviting the town council to the dinner.

Councilmember Nelson: I would like to 2<sup>nd</sup> that and say I am sorry that I did not get to come.

## 10. Executive Report

Mayor Michalson: on January 22<sup>nd</sup> I had a zoom meeting with Fred Simpson about Burnt Fork Estates. Attended a MMIA board meeting about workman's comp. Had a meeting with HDR and Stephen about the ARPA funds for a Scada System. They are proposing using all of that except for the amount needed for leak detection. I think that it will make some big improvements they we need. Jenelle and Andrena have been busy going through the annex building, going through records and throwing away the ones that are not needed and also keep the ones that we have to keep as per the Montana retention schedule. Jenelle has been very busy with Twin Creeks Phase 2 and the records from the old Creekside. Today we had a

meeting with Fred Simpson. We are going to set up an executive closed session next week to discuss. Special meeting is the 19<sup>th</sup>.

Jenelle Berthoud: you will see that in an email tomorrow morning.

Mayor Michalson: there will be some restructuring in the main office, as Gina needs her own office for HR matters. She is going to move into my office I am going to move into Roberts office and Robert out to the common area. He told me that he had no problem with that. Congratulations to Chief Boe, a year tomorrow. Doing a great job John.

11. Adjournment

Councilmember Nelson: make a motion to adjourn.

Councilmember Smith: 2<sup>nd</sup>.

APPROVE:

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

Bob Michalson, Mayor

Jenelle S. Berthoud, Town Clerk

**File Attachments for Item:**

a. #19529-#19562

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period ( 2/25) ****								
19529	C	690 Core & Main LP	1,097.91					
		Water meter for WWTP						
		W328218 02/27/25 Water Meter for WWTP	1,097.91			5210 430550	238	101000
19530		1436 Maureen M. O'Connor	3,000.00					
		Judge Services for the Town for month of March 2025						
		3012025 03/02/25 Judge Svcs for Feb	3,000.00			1000 410360	350	101000
*** Claim from another period ( 2/25) ****								
19531	C	858 MILLER LAW OFFICE, PLLC	1,300.00					
		Continued work on the new Change Application for the Well-1 Water Right, including reviewing Aspect's (Geosyntec) Zone of Influence work and associated aquifer testing reports, and review of proposed legislation (including HB432) that could affect Stevensville's water right strategy moving forward. Work performed in February 2025.						
		1369 03/01/25 Professional Legal Svcs	1,300.00			5210 430530	352	101000
*** Claim from another period ( 2/25) ****								
19532	C	1904 Trapper Peak Law, Melanie C	1,330.05					
		Prosecutorial Services for the Month of February 2025.						
		1118 03/01/25 Prosecution Services	105.00			1000 410364	352	101000
		1124 03/01/25 Prosecution Services	81.00*			1000 410364	370	101000
		1124 03/01/25 Prosecution Services	45.00			1000 410364	352	101000
		1120 03/01/25 Prosecution Services	186.35			1000 410364	352	101000
		1123 03/01/25 Prosecution Services	15.00			1000 410364	352	101000
		1126 03/01/25 Prosecution Services	90.00			1000 410364	352	101000
		1117 03/01/25 Prosecution Services	15.00			1000 410364	352	101000
		1116 03/01/25 Prosecution Services	180.00			1000 410364	352	101000
		1119 03/01/25 Prosecution Services	135.00			1000 410364	352	101000
		1121 03/01/25 Prosecution Services	270.00			1000 410364	352	101000
		1122 03/01/25 Prosecution Services	81.35			1000 410364	352	101000
		1125 03/01/25 Prosecution Services	126.35			1000 410364	352	101000
19533	C	1696 First Call Computer Solutions,	2,142.00					
		IT Services for February 2025						
		103314 03/01/25 IT Services - Council	235.60			1000 410100	356	101000
		103314 03/01/25 IT Services - Mayor	59.98			1000 410200	356	101000
		103314 03/01/25 IT Services -Court	59.98			1000 410360	356	101000
		103314 03/01/25 IT Services - Admin	297.74			1000 410550	356	101000
		103314 03/01/25 IT Services - PD	475.52			1000 420100	356	101000
		103314 03/01/25 IT Services - FD	297.74			1000 420410	356	101000
		103314 03/01/25 IT Services - Bldg	59.98			2394 420531	356	101000
		103314 03/01/25 IT Services - Water	297.74			5210 430510	356	101000
		103314 03/01/25 IT Services - WWTP	297.74			5310 430610	356	101000
		103314 03/01/25 IT Services - Airport	59.98			5610 430300	356	101000

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period ( 2/25) ****								
19534		16 MONTANA ENVIRONMENTAL LAB LLC	1,256.45					
		Lab Testing for WWTP & Water for month of February 2025						
		2500972 02/04/25 Lab Testing WWTP	257.10			5310 430640	355	101000
		2501240 02/11/25 Lab Testing WWTP	257.10			5310 430640	355	101000
		2501492 02/19/25 Lab Testing WWTP	419.15			5310 430640	355	101000
		2501634 02/24/25 Lab Testing WWTP	257.10			5310 430640	355	101000
		2501494 02/13/25 Lab Testing Water	66.00*			5210 430540	355	101000
*** Claim from another period ( 2/25) ****								
19535		34 STEVENSVILLE HARDWARE AND RENTAL	219.34					
		Operating Supplies for the Town						
		CC-412 02/03/25 16204835- Stevi HW Saw Blade	21.59			1000 202200		101000
		Stevi Hardware				CC Accounting: 1000-	-430100-220	
		STEVENSVILLE HARDWARE AND RENTAL INC						
		CC-412 02/04/25 16205055-Stevi HW Ice Melt	24.29			1000 202200		101000
		Stevi Hardware				CC Accounting: 1000-	-430200-220	
		STEVENSVILLE HARDWARE AND RENTAL INC						
		CC-412 02/04/25 16205010- Stevi HW Snow Shovel	24.29			1000 202200		101000
		Stevi Hardware				CC Accounting: 1000-	-430200-220	
		STEVENSVILLE HARDWARE AND RENTAL INC						
		CC-412 02/07/25 16205494-Stevi HW Ice Melt	24.29			1000 202200		101000
		Stevi Hardware				CC Accounting: 1000-	-430200-220	
		STEVENSVILLE HARDWARE AND RENTAL INC						
		CC-412 02/05/25 16205166-Stevi HW Ice Melt	11.24			1000 202200		101000
		Stevi Hardware				CC Accounting: 1000-	-430200-220	
		STEVENSVILLE HARDWARE AND RENTAL INC						
		CC-421 02/03/25 16204799-Stevi HW Ice Melt	30.58			1000 202200		101000
		Stevi Hardware				CC Accounting: 1000-	-430200-220	
		STEVENSVILLE HARDWARE AND RENTAL INC						
		CC-418 02/15/25 16206889 -Stevi HW Grave Fill	13.84			1000 202200		101000
		Grave Filler				CC Accounting: 1000-	-430900-220	
		STEVENSVILLE HARDWARE AND RENTAL INC						
		CC-418 02/14/25 16206765 - Stevi HW Head Lamp	16.19			5210 202200		101000
		Head Lamp				CC Accounting: 5210-	-430550-220	
		STEVENSVILLE HARDWARE AND RENTAL INC						
		CC-418 02/14/25 16206664 - Stevi HW Ice Melt	24.29			1000 202200		101000
		Ice Melt				CC Accounting: 1000-	-430200-220	
		STEVENSVILLE HARDWARE AND RENTAL INC						
		CC-418 02/12/25 16206340 - Stevi HW Pipe Insul	3.77			5310 202200		101000
		Pipe Insulation				CC Accounting: 5310-	-430640-220	
		STEVENSVILLE HARDWARE AND RENTAL INC						
		CC-418 02/11/25 16206168 - Stevi HW Coaster wh	20.84			5310 202200		101000
		Caster wheels for rag can				CC Accounting: 5310-	-430640-220	
		STEVENSVILLE HARDWARE AND RENTAL INC						
		CC-418 02/12/25 16206377 - Stevi HW Insulation	4.13			5310 202200		101000
		Pipe Insulation				CC Accounting: 5310-	-430640-220	
		STEVENSVILLE HARDWARE AND RENTAL INC						

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
19536	E	2044 First Security Bank VISA Visa	2,834.08					
	CC-386	01/01/25 120125-Specturm-Admin	53.32			1000 202200		101000
	Spectrum			CC Accounting: 1000-		-410550-345		
	Spectrum							
	CC-386	01/01/25 120125-Specturm-FD	27.50			1000 202200		101000
	Spectrum			CC Accounting: 1000-		-420410-345		
	Spectrum							
	CC-386	01/01/25 120125-Specturm-Court	27.50			1000 202200		101000
	Spectrum			CC Accounting: 1000-		-410360-345		
	Spectrum							
	CC-386	01/01/25 120125-Specturm-Water	80.81			5210 202200		101000
	Spectrum			CC Accounting: 5210-		-430510-345		
	Spectrum							
	CC-386	01/01/25 120125-Specturm-WWTP	80.81			5310 202200		101000
	Spectrum			CC Accounting: 5310-		-430610-345		
	Spectrum							
	CC-386	01/01/25 120125-Specturm-PD	119.98			1000 202200		101000
	Spectrum			CC Accounting: 1000-		-420100-345		
	Spectrum							
	CC-386	01/01/25 120125-Pool	49.99			1000 202200		101000
	Spectrum			CC Accounting: 1000-		-460445-345		
	Spectrum							
	CC-386	01/01/25 120125-WWTP Office	39.99			5310 202200		101000
	Spectrum			CC Accounting: 5310-		-430610-345		
	Spectrum							
	CC-393	01/30/25 T-Mobile - PD	195.57			1000 202200		101000
	T-Mobile			CC Accounting: 1000-		-420100-345		
	T-Mobile							
	CC-393	01/30/25 T-Mobile - Water	33.87			5210 202200		101000
	T-Mobile			CC Accounting: 5210-		-430510-345		
	T-Mobile							
	CC-393	01/30/25 T-Mobile - Sewer	33.87			5310 202200		101000
	T-Mobile			CC Accounting: 5310-		-430610-345		
	T-Mobile							
	CC-393	01/30/25 T-Mobile - Airport	34.72			5610 202200		101000
	T-Mobile			CC Accounting: 5610-		-430300-345		
	T-Mobile							
	CC-413	02/18/25 SmartSigns-Stop Signs	322.52			1000 202200		101000
	RTS339946			CC Accounting: 1000-		-430200-220		
	SmartSigns							
	CC-414	02/11/25 Adobe - Admin	14.40			1000 202200		101000
	ADOBE			CC Accounting: 1000-		-410550-330		
	ADOBE							

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	CC-414	02/11/25 ADOBE - Water	16.79			5210 202200		101000
ADOBE				CC Accounting: 5210-		-430510-330		
ADOBE								
	CC-414	02/11/25 ADOBE - Sewer	16.79			5310 202200		101000
ADOBE				CC Accounting: 5310-		-430610-330		
ADOBE								
	CC-415	01/01/25 1020125-Specturm-Admin	53.32			1000 202200		101000
Spectrum				CC Accounting: 1000-		-410550-345		
Spectrum								
	CC-415	01/01/25 1020125-Specturm-FD	27.50			1000 202200		101000
Spectrum				CC Accounting: 1000-		-420410-345		
Spectrum								
	CC-415	01/01/25 1020125-Specturm-Court	27.50			1000 202200		101000
Spectrum				CC Accounting: 1000-		-410360-345		
Spectrum								
	CC-415	01/01/25 1020125-Specturm-Water	80.81			5210 202200		101000
Spectrum				CC Accounting: 5210-		-430510-345		
Spectrum								
	CC-415	01/01/25 1020125-Specturm-WWTP	80.81			5310 202200		101000
Spectrum				CC Accounting: 5310-		-430610-345		
Spectrum								
	CC-415	01/01/25 1020125-Specturm-PD	119.98			1000 202200		101000
Spectrum				CC Accounting: 1000-		-420100-345		
Spectrum								
	CC-415	01/01/25 1020125-Pool	49.99			1000 202200		101000
Spectrum				CC Accounting: 1000-		-460445-345		
Spectrum								
	CC-415	01/01/25 1020125-WWTP Office	39.99			5310 202200		101000
Spectrum				CC Accounting: 5310-		-430610-345		
Spectrum								
	CC-416	02/25/25 Bitter Root Disposal-Court	6.44			1000 202200		101000
Bitter Root Disposal				CC Accounting: 1000-		-410360-340		
Bitterroot Disposal - 5411-88931								
	CC-416	02/25/25 Bitter Root Disposal-Admin	25.83			1000 202200		101000
Bitter Root Disposal				CC Accounting: 1000-		-410550-340		
Bitterroot Disposal - 5411-88931								
	CC-416	02/25/25 Bitter Root Disposal-PD	6.46			1000 202200		101000
Bitter Root Disposal				CC Accounting: 1000-		-420100-340		
Bitterroot Disposal - 5411-88931								
	CC-416	02/25/25 Bitter Root Disposal-FD	6.46			1000 202200		101000
Bitter Root Disposal				CC Accounting: 1000-		-420410-340		
Bitterroot Disposal - 5411-88931								
	CC-416	02/25/25 Bitter Root Disposal-BLDG	6.46			2394 202200		101000
Bitter Root Disposal				CC Accounting: 2394-		-420531-340		
Bitterroot Disposal - 5411-88931								

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	CC-416	02/25/25 Bitter Root Disposal-Water Bitter Root Disposal Bitterroot Disposal - 5411-88931	38.75			5210 202200		101000
					CC Accounting: 5210-	-430510-340		
	CC-416	02/25/25 Bitter Root Disposal-Sewer Bitter Root Disposal Bitterroot Disposal - 5411-88931	38.75			5310 202200		101000
					CC Accounting: 5310-	-430610-340		
	CC-417	02/25/25 Bitter Root Disposal Bitter Root Disposal BITTERROOT DISPOSAL 5411-88770	258.30			1000 202200		101000
					CC Accounting: 1000-	-430200-340		
	CC-417	02/25/25 Bitter Root Disposal Bitter Root Disposal BITTERROOT DISPOSAL 5411-88770	258.30			5310 202200		101000
					CC Accounting: 5310-	-430610-340		
	CC-419	02/21/25 MSU Local Gov Seminar For Jenelle MSU LOCAL GOVERNMENT CENTER	450.00			1000 202200		101000
					CC Accounting: 1000-	-410550-380		
	CC-420	02/21/25 Fairmont Hot Springs Hotel Stay for Jenelle Fairmont Hot Springs	110.00			1000 202200		101000
					CC Accounting: 1000-	-410550-376		
					*** Claim from another period ( 1/25) ****			
19537		2055 DTS Truck Repair, LLC Repairs on # 2050	1,148.67					
	1017	01/29/25 Repairs on #2050	1,148.67*			1000 420460	360	101000
					*** Claim from another period ( 2/25) ****			
19538		366 Ravalli County Fire Council Rvalli County Fire Council Annual Dues	164.86					
	022225	02/22/25 Ravalli Fire Council Annual Du	164.86			1000 420410	330	101000
19539		1180 National Fire Protection National Fire Protection Association Membership	225.00					
	1113932M	02/20/25 Annual Dues	225.00			1000 420410	330	101000
					*** Claim from another period ( 2/25) ****			
19540		74 STEVENSVILLE RURAL FIRE DISTRICT Meal split with Rural - Rehab training meal	37.83					
	168	02/19/25 Meal Split with Rural	37.83			1000 420410	229	101000
					*** Claim from another period ( 2/25) ****			
19541	C	1696 First Call Computer Solutions, .GOV monthly charges for month of February 2025	575.00					
	103742	02/28/25 .GOV - ADMIN	69.00			1000 410550	331	101000
	103742	02/28/25 .GOV - PD	92.00			1000 420100	331	101000
	103472	02/28/25 .GOV - COURT	34.50			1000 410360	331	101000
	103742	02/28/25 .GOV - FD	57.50			1000 420410	331	101000
	103742	02/28/25 .GOV - WATER	92.00			5210 430510	331	101000
	103742	02/28/25 .GOV - SEWER	92.00			5310 430610	331	101000
	103742	02/28/25 .GOV - COUNCIL	92.00*			1000 410100	331	101000
	103742	02/28/25 .GOV - MAYOR	23.00			1000 410200	331	101000



\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	103742	02/28/25 .GOV - AIRPORT	23.00*			5610 430300	331	101000
19542	1700	DEQ -Water & Wastewater	140.00					
Water school exam and application fee for Stephen Lassiter in Kalispell May 13th through May 15th								
	SLWater25	03/06/25 Water school exam fee	70.00*			5210 430510	380	101000
	SLWater25	03/06/25 Water Application fee	70.00*			5210 430510	380	101000
*** Claim from another period ( 2/25) ****								
19543	1929	MISSOULA MOTOR PARTS CO.	216.51					
Operating Supplies for ublic Works								
	852760	02/04/25 Wiper Blades PW	32.70			1000 430100	232	101000
	852891	02/04/25 Wiper Blades PD	8.80			1000 420100	232	101000
	855846	02/21/25 Battery for Miniexcavator	140.62			5210 430550	230	101000
	856369	02/25/25 Work truck headlight	10.21			1000 430100	232	101000
	856568	02/26/25 Carburator cleaner	4.39			1000 430100	231	101000
	856758	02/27/25 Aircompresor belt (WWTP)	19.79			5310 430640	230	101000
*** Claim from another period ( 2/25) ****								
19544	E	852 CENEX FLEETCARD	2,018.35					
Fuel for the Town								
	308172CL	02/28/25 Fuel-Airport	151.74			5610 430300	231	101000
	308172CL	02/28/25 Fuel - FD	68.82			1000 420460	231	101000
	308172CL	02/28/25 Fuel - FD	106.82			1000 420460	231	101000
	308172CL	02/28/25 Fuel - FD	48.66			1000 420460	231	101000
	308172CL	02/28/25 Fuel - FD	71.12			1000 420460	231	101000
	308172CL	02/28/25 Fuel - PD	192.72			1000 420100	231	101000
	308172CL	02/28/25 Fuel - PD	204.45			1000 420100	231	101000
	308172CL	02/28/25 Fuel - PW	391.34			1000 430100	231	101000
	308172CL	02/28/25 Fuel - PW	391.34			5210 430510	231	101000
	308172CL	02/28/25 Fuel - PW	391.34			5310 430610	231	101000
*** Claim from another period ( 2/25) ****								
19545	6	Eastside Ace Hardware	87.38					
Cold patch pothole repair and torch for butane tank								
	31830	02/12/25 Torch for Butane Tank	25.64*			1000 430100	220	101000
	31942	02/27/25 Cold patch pot hole repair	61.74			1000 430200	230	101000
19546	1656	COLJ CONFERENCE REGISTRATION	300.00					
COLJ Spring Conference Registration Fee 4/21-4/24/2025 for Maureen O'Conner								
	040425	03/06/24 COLJ Spring Conference	300.00			1000 410360	370	101000
19547	E	1659 CHS Mountain West CO-OP	122.22					
Fuel for PW								
	UV4-UX8021	02/01/25 Fuel - PW	40.74			1000 430100	231	101000
	UV4-UY3462	02/19/25 Fuel - PW	40.74			5210 430510	231	101000
	UV4-UY3462	02/19/25 Fuel - PW	40.74			5310 430610	231	101000

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
19548	C	958 TIRE RAMA	49.95					
		Tire repair on the PW Vehicle						
		70614713 03/06/25 Tire repair PW Vehicle	16.63*			1000 430100	360	101000
		70614713 03/06/25 Tire repair PW Vehicle	16.68*			5210 430510	360	101000
		70614713 03/06/25 Tire repair PW Vehicle	16.64*			5310 430610	360	101000
		*** Claim from another period ( 2/25) ****						
19549	C	1787 Valli Information Systems, Inc.	443.67					
		Utility Billing - Billing Services						
		99253 02/28/25 UB- Billing Services	221.83			5210 430510	331	101000
		99253 02/28/25 UB- Billing Services	221.84			5310 430610	331	101000
		*** Claim from another period ( 2/25) ****						
19550	C	1754 Construct Montana, LLC	381.20					
		Building Inspection and Consultation - Special Inspection by request for Stevi vs Berta Farms inspection & reporting						
		1154 03/06/25 Bldg Insp & Consult	381.20			2394 420531	350	101000
		*** Claim from another period ( 2/25) ****						
19551	C	728 HDR ENGINEERING, INC.	18,225.71					
		Water Leak Improvement Project. Budget for project is \$464,932, budget remaining is \$141,710.31. This work is for design of system SCADA upgrades.						
		1200702521 03/05/25 Water Leak Proj - PM	1,994.90			5230 430550	900	2 101000
		1200702521 03/05/25 Water Leak Proj -Final Des	13,796.23			5230 430550	900	2 101000
		1200702521 03/05/25 Water Leak Proj-Cons Servi	2,434.58			5230 430550	900	2 101000
		*** Claim from another period ( 2/25) ****						
19552	C	1711 Office Solutions & Service	30.00					
		Printer charges for the Court and Fire Department						
		133469 02/25/25 Printer Charges Court/FD	15.00			1000 410360	320	101000
		133469 02/25/25 Printer Charges Court/FD	15.00			1000 420410	320	101000
		*** Claim from another period ( 2/25) ****						
19553		33 NORTHWESTERN ENERGY	14,437.72					
		Northwestern Energy for the town						
		03/05/25 721275-6 Light Dist 3	250.93			2430 430263	340	101000
		03/05/25 722451-2 206 Buck 45% TH	348.60			1000 411201	340	101000
		03/05/25 722451-2 206 Buck 45% PD	348.60			1000 420100	340	101000
		03/05/25 722451-2 206 Buck 10% Bldg Dep	77.47			2394 420531	340	101000
		03/07/25 723606-0 Peterson Add'n Lighti	185.03			2420 430263	340	101000
		03/07/25 723607-8 Dayton Add'n Lighting	254.41			2410 430263	340	101000
		03/05/25 724186-2 Maplewood Cemetery	10.56			1000 430900	340	101000
		03/05/25 724187-0 Main St seasonal Lig	6.00			1000 430263	340	101000
		03/07/25 724206-8 Orig Town Street Ligh	257.43			1000 430263	340	101000
		03/07/25 724207-6 ESH - 5th St. Lights	461.74			1000 430263	340	101000
		03/07/25 724208-4 5th St to Lange Park	17.83			1000 430263	340	101000
		03/07/25 724209-2 Add'l Town lighting	160.53			1000 430263	340	101000
		03/04/25 724515-2 MBF H20 plant	131.94			5210 430520	340	101000
		03/05/25 724518-6 102 Main St pump #1	109.53			5210 430520	340	101000

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	03/04/25	724755-4 Riverside Cemetery IR	0.00			1000 430900	340	101000
	03/05/25	724756-2 Maplewood Cemetery	0.00			1000 430900	340	101000
	03/05/25	724942-8 Sewer lift station W.	16.20			5310 430620	340	101000
	03/05/25	724944-4 Sewer trtmnt plant	4,990.42			5310 430620	340	101000
	03/05/25	724971-7 Truck garage South	447.09			5210 430520	340	101000
	03/05/25	725036-8 L&C Yard Light	10.56			1000 460430	340	101000
	03/05/25	725041-8 L&C Park 5hp IRR	0.19			1000 460430	340	101000
	03/05/25	725042-6 L&C Park Parking Lot	6.00			1000 460430	340	101000
	03/05/25	725084-8 L&C Park Rest/Field	28.09			1000 460430	340	101000
	03/05/25	782189-5 214 Buck St.- H2O 25%	23.41			5210 430520	340	101000
	03/05/25	782189-5 214 Buck St. - WW 25%	23.41			5310 430620	340	101000
	03/05/25	782189-5 214 Buck St.- PD 50%	46.81			1000 420100	340	101000
	03/04/25	1447753-3 3rd & Park	12.78			1000 430263	340	101000
	03/05/25	1538216-1 421 Airport Rd - SRE	37.60			5610 430300	340	101000
	03/05/25	1538216-1 421 Airport Rd - FD	37.60			1000 420422	340	101000
	03/04/25	1685436-6 Crksde Mdws Ph 1	255.66			2440 430263	340	101000
	03/04/25	1685994-4 Crksde Mdws ph 2	137.41			2440 430263	340	101000
	03/05/25	2057364-8 Pool	47.36			1000 460445	340	101000
	03/04/25	2079637-1 MBF Well Field 305	4,685.22			5210 430520	340	101000
	03/04/25	2079645-4 MBF booster station	142.23			5210 430520	340	101000
	03/05/25	3148944-6 Twin Creeks Lighting	438.73			2450 430263	340	101000
	03/05/25	3218493-9 223 Main St	47.91			1000 460430	340	101000
	03/05/25	3672984-6 300 Main Street	6.00			1000 460430	340	101000
	03/04/25	3672985-3 Stevensville Cutoff	6.00			1000 430263	340	101000
	03/05/25	3691677-3 157 Sewer Work Rd	25.38			5210 430520	340	101000
	03/05/25	Sewer 157 Sewer Works Rd Depot	25.38			5310 430620	340	101000
	03/05/25	Streets 157 Sewer Works Rd Dep	25.38			1000 430200	340	101000
	03/07/25	3763580-2 Dickerson Park	6.69			1000 460430	340	101000
	03/05/25	3795194-4 206 Buck St Light	287.61			1000 411201	340	101000
19554	E	1823 Visa c/o Rocky Mountain Bank	309.52					
		Ravalli Electric for the Airport and Zoom subscription for the Court						
		CC-411 01/31/25 Ravalli Electric - FD	38.50			1000 202200		101000
		RAVALLI ELECTRIC CO-OP				CC Accounting: 1000-	-420422-340	
		CC-411 01/31/25 Ravalli Electric - Airport	115.50			5610 202200		101000
		RAVALLI ELECTRIC CO-OP				CC Accounting: 5610-	-430300-340	
		CC-428 02/01/25 Zoom-Annual Subscription	155.52			1000 202200		101000
		ZOOM				CC Accounting: 1000-	-410360-330	
		*** Claim from another period ( 2/25) ****						
19555	E	289 MONTANA DEPT. OF ENVIRONMENTAL	1,500.00					
		Annual membership. This is what the \$2 charge is for on the water bill.						
		Permit/Registration # MT0022713						
		5L2501422 03/05/25 Annual membership	1,500.00			5210 430510	330	101000

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period ( 2/25) ****								
19556		228 Norco, Inc.	137.52					
		Cylinder Rental, tank swap and Carbon Dioxide/Argon and Handeling Charge						
	42765084	02/03/25 Operating Supplies	20.63			1000 460430	220	101000
	42765084	02/03/25 Operating Supplies	20.63*			1000 430200	220	101000
	42984158	02/28/25 Operating Supplies	48.13			5210 430510	220	101000
	42984158	02/28/25 Operating Supplies	48.13			5310 430610	220	101000
19557	C	2058 Kenneth Franklin	321.52					
		Had to change the oil in the Police Car while at the Academy. Reimbursement for fuel for travel from the academy to home and back						
	43645	03/08/25 Oil Change - PD	66.73			1000 420100	231	101000
		03/08/25 Fuel	254.79*			1000 420100	370	101000
*** Claim from another period ( 2/25) ****								
19558	E	85 CENTURYLINK	63.93					
		Airport Phone February 2025						
		03/08/25 Airport Phone	63.93			5610 430300	345	101000
*** Claim from another period ( 2/25) ****								
19559	E	85 CENTURYLINK	68.99					
		Phone at Sewer Plant ending in 3247						
		02/22/25 Phone	68.99			5310 430610	345	101000
19560	E	85 CENTURYLINK	66.38					
		Phone at MBF ending in 9846						
		02/22/25 Phone	66.38			5210 430510	345	101000
19561	E	85 CENTURYLINK	58.67					
		Phone at Well House ending in 5489						
		02/22/25 Phone	58.67			5210 430510	345	101000
19562	C	1164 ATCO International	143.32					
		Heavy PVC Gloves for WWTP						
	I0640846	02/17/25 Operating Supplies	143.32*			5310 430630	220	101000
<b># of Claims</b>			<b>34</b>	<b>Total:</b>		<b>54,453.75</b>		
<b>Total Electronic Claims</b>			<b>33,082.47</b>	<b>Total Non-Electronic Claims</b>		<b>21371.28</b>		

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Fund/Account	Amount
1000 GENERAL	
101000	14,179.79
2394 BUILDING CODE ENFORCEMENT	
101000	525.11
2410 DAYTON LIGHTING #1 DISTRICT 55	
101000	254.41
2420 PETERSON ADDN LIGHTING #2 DISTRICT 80	
101000	185.03
2430 GEO SMITH LIGHTING #3 DISTRICT 76	
101000	250.93
2440 CREEKSIDE LIGHTING #4 DISTRICT 77	
101000	393.07
2450 TWIN CREEKS LIGHTING #5 DISTRICT	
101000	438.73
5210 WATER	
101000	11,310.06
5230 ARPA WATER LEAK REPAIR	
101000	18,225.71
5310 SEWER	
101000	8,204.44
5610 AIRPORT	
101000	486.47
<b>Total:</b>	<b>54,453.75</b>

**File Attachments for Item:**

a. Airport

## Stevensville Airport Manager's Report

March 2025

1. Maintenance
  - a. There are four runway and taxiway lights that need their lamps replaced and one light is broken at the coupler. Those will be repaired this next weekend.
2. CIP Projects for 2025/2026
  - a. The Helena FDO reached out to us on 2/28/2025 and suggested that we delay advertising our upcoming projects for bid. They believe that the federal layoffs will slow the upcoming funding process. Normally, we ask contractors to hold their pricing for 90 days. The FDO felt that that window may lapse before funding is available and we would be at risk of price escalation. After further discussion with the FDO, we elected to advertise the fuel tank, because it is funded through a different FAA program that is less likely to be affected by workforce reductions.
3. Fuel
  - a. City Services and Hawthorne hope to have the sale of the tank completed this week. Afterwards, a lease agreement and fuel supply agreement will be presented to Town Council for approval.
4. Airport Board
  - a. The Board did not meet in March as there were no urgent agenda items.
5. Lease Invoices
  - a. Seven lease invoices are outstanding for 2025. Contact has been made with three of those individuals who have promised to pay promptly.
  - b. At the February Board meeting, lease rates were discussed, and the Board agreed to get all \$0.06 leases caught up with the rate increase schedule passed in 2020 through Resolution 478.

**File Attachments for Item:**

b. Building Department



# MONTHLY REPORT

## **Building Department**

February 2025

<u>Permits Issued</u>	<u>Fees Collected</u>
<u>Building</u> ( 0 permits)	
1. NSFR .....	\$0
2. New/Remodel Commercial Building .....	\$0
3. Renovation/Remodel .....	\$0
4. Demo re-roof, commercial.....	\$0
<u>Electrical</u> ( 2 permits)	
1. NSFR .....	\$0
2. New/Remodel Commercial Building .....	\$0
3. Renovation/Remodel .....	\$105.00
4. Demo .....	\$0
<u>Mechanical</u> (1 permits)	
1. NSFR .....	\$0
2. New/Remodel Commercial Building .....	\$0
3. Renovation/Remodel .....	\$124.25
4. Demo .....	\$0
<u>Plumbing</u> (1 permit)	
1. NSFR .....	\$0
2. New/Remodel Commercial Building .....	\$0
3. Renovation/Remodel .....	\$91.00
4. Demo .....	\$0
<b>Total permits issued: 4</b>	<b>Total fees collected: \$320.25</b>
<b><u>Activities</u></b>	
1. Inspections and consultations.	
2. Active clearing or archiving old and expired permits, depending on age of activity.	
3. Implement uniform strategies to increase records retention and accessibility thereof.	
<b><u>Items of Interest</u></b>	
1. Continued exploration of best ways to universally digitize records and day to day functions to be accessible across pertinent staff for greater efficiency.	

Prepared by Jenelle Berthoud, Town Clerk

**File Attachments for Item:**

d. Fire Department



# STEVENSVILLE FIRE DEPARTMENT

206 BUCK STREET

## Activity Report – February 2025

### **Calls for the Month of February: 51**

Calls for Stevensville Town: 24

Calls for Stevensville Rural: 24

Mutual Aid: 2

Missed calls: 1

Medical Response: 40

Fire Calls: 11

Motor Vehicle Crash: 0

Total Calls: 51

### **Calls for the Year to Date: 100**

Calls for Stevensville Town: 40

Calls for Stevensville Rural: 50

Mutual Aid: 7

Missed call: 3

Medical Response: 81

Fire Calls: 19

Motor Vehicle Crash: 0

Total Calls: 100

**File Attachments for Item:**

e. Police Department

# Stevensville Police Department Monthly Activity Report 2025

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
CALLS FOR SERVICE	57	76										
ARRESTS ADULT/JUV	3	4										
TRAFFIC CITATIONS	8	12										
TRAFFIC STOPS	15	19										
TRAFFIC ACCIDENTS	1	5										
VEH TOWS	1	1										
HOMICIDES	0	0										
ROBBERIES	0	0										
BURGLARIES	0	0										
THEFTS	2	2										
ASSAULTS OR PFMA	2	0										
SEX CRIMES	0	0										
FRAUD CRIMES	1	1										
CRIMINAL MISCHIEF	0	0										
PRIVACY COMMUNICAT	2	0										
THREATS OR INTIMIDATION	2	5										
SUSPICIOUS ACTIVITY	3	1										
DISTURBANCE	1	1										
UNATTENDED DEATHS	0	1										
WELFARE CHECKS	3	6										
LOST/FOUND PROPERTY	3	2										
BURG ALARMS 911 HANGUPS	2	7										
VICTIM NOTIFICATION	1	1										

**File Attachments for Item:**

f. Public Works

# TOWN OF STEVENSVILLE PUBLIC WORKS ACTIVITY REPORT February 2025

## UTILITIES REPORT

### Domestic Water Treatment

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Produced</i>	16,564,000	17,714,000

- 💧 Monthly, weekly and Annual reports to the state
- 💧 Monthly Meter Readings
- 💧 Unread Meters: 2

### Waste Water Treatment

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Treated</i>	5,453,832	5,258,989

- 💧 State Reports and EPA, weekly monthly and Annual samples taken and reports submitted.
- 💧 Satisfied Permit reporting, testing and regulatory requirements
- 💧 Continued sludge press
- 

## OTHER

- 💧 Preemptive Sanitary Sewer Jetting in all Grids
- 💧 Meter reads and billing cycle
- 💧 Daily road grid inspections
- 💧 Street maintenance, potholes, sign installation and replacement
- 💧 Water and Waste water plants rounds
- 💧 Preventive maintenance at WWTP buildings
- 💧 Vehicle Maintenance
- 💧 Alley maintenance
- 💧 Downtown risk management inspections
- 💧 Continued replacement of water meters
- 💧 Continued training on dump truck and skid steer
- 💧 Cleaned storm drains on Main St and alley between Main and Church
- 💧 Snow plowing, shoveling, blowing
- 💧 One full and one urn burial in Riverside cemetery
- 💧 Explored options for water leak detection
- 💧 Replaced 3 yield signs with stop signs
- 💧 1 emergency call out
- 💧 Continued study for Waste water and Drinking water exams

**File Attachments for Item:**

a. Amendments of the Budget for Fiscal Year 2023-2024





## 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>	Public Hearing
<b>Person Submitting the Agenda Item:</b>	Bob Michalson
<b>Second Person Submitting the Agenda Item:</b>	Robert Underwood
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	03/13/2025
<b>Agenda Topic:</b>	Amendments of the Budget for Fiscal Year 2023-2024
<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>	03/13/2025
<b>Notes:</b>	The Building Code Enforcement Fund and the Planning Fund exceeded their appropriations for FY Budget 2023-2024. An increase in spending authority is necessary to cover the exceeded appropriations in both of these funds.

**RESOLUTION NO. 563**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF STEVENSVILLE,  
MONTANA, PROVIDING FOR THE AMENDMENTS OF THE BUDGET FOR THE FISCAL  
YEAR 2023-2024**

**WHEREAS**, the Stevensville Town Council adopted the budget for Fiscal Year 2023-2024 by Resolution No. 524; and

**WHEREAS**, the Building Code Enforcement Fund will exceed the appropriations originally set in the Fiscal Year 2023-2024 budget by \$931.91; and

**WHEREAS**, an increase in spending authority is necessary to cover the exceeded appropriations.

**NOW THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Stevensville, Montana, that the fiscal year 2023-2024 budget be amended as follows:

Expenditure Increase      Fund 2394 Building Code Enforcement      \$935.00

**WHEREAS**, the Planning Fund will exceed the appropriations originally set in the Fiscal Year 2023-2024 budget by \$917.73; and

**WHEREAS**, an increase in spending authority is necessary to cover the exceeded appropriations.

**NOW THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Stevensville, Montana that the fiscal year 2023-2024 budget be amended as follows:

Expenditure Increase      Fund 2250 Planning      \$920.00

**BE IT FURTHER RESOLVED** that the above-mentioned increases will cover all non-appropriated expenses for the year.

**WHEREAS**, pursuant to Sections 7-6-4006, MCA, the Town Council of the Town of Stevensville, Montana has held a public hearing on this proposed amendment,

Passed and adopted by the Town Council and Mayor of the Town of Stevensville the 13<sup>th</sup> day of March 2025.

**APPROVED:**

**ATTEST:**

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**Bob Michalson, Mayor  
Clerk**

**Jenelle S. Berthoud, Town**

**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>	0/13/2025
<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>**Questions from Stephen Lassiter and answers from Trojan Technologies has been included with this agenda item.</p>

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**RE: Stephen Lassiter - TrojanUV - PJ#: 511704 - Spring System Inspections - Quote 17049**

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**From** Trojan Technologies Shared Inbox for MountainWest US Municipal Territory (London)  
<mountainwestus@trojantechnologies.com>

**Date** Fri 2/28/2025 9:33 AM

**To** Stephen Lassiter <Publicworks@townofstevensville.gov>

Hello Stephen!

No problem at all, I would be happy to answer those questions.

1. Airfaire/motel/travel is all covered in the \$1650.
2. All additional work completed during your service contract visits will be billed at \$315/hour. All additional service visits including break-fix/emergency/overhaul will be billed at \$1845/day. IE if the tech stays for an extra day (8 hours) during one of your service contract visits it will be billed at 8 x \$315. If you request an additional service visit, that is not part of the service contract, you will be billed at \$1845/day. This rate includes a discount that is offered while under service contract (similar to the parts discount).
3. These situations are typically avoidable, however do happen from time to time. Usually the part can be shipped overnight so that it is on site the next day. Depending on the situation it may make more sense for the tech return for a separate visit or to leave instructions for your operators to complete the work(keep in mind you will also have remote tech support available).
4. The tech can absolutely offer training as he works. Lots of sites prefer this hands on training approach however I've also seen techs offer training in more of a "classroom" setting. You may choose how you want the time in your service contract "spent".
5. As mentioned above, it is completely up to you how you spend the time included in your service contract. The contract is currently structured to offer you 1 day/year (8 hours per day). You absolutely may use this day for repairs/training. Of course in the future we hope to see your system running without any issues and your future visits can be used for routine maintenance/inspection.

Please do not hesitate to reach out if you have any other questions Stephen. I will be here and happy to help!

P.S. While we are discussing routine maintenance, I should ask about that. Do you have plans for routine maintenance coming up? When you complete your maintenance do you complete it on the entire system? Or do you do ½ at a time? Also for your next round of maintenance will you need to replace sleeves?

Kind Regards,  
**Taylor Riordon Account Manager - Aftermarket Parts**  
**TROJAN TECHNOLOGIES**  
MOUNTAIN WEST, USA  
(519) 857-2479 mobile  
[mountainwestus@trojantechnologies.com](mailto:mountainwestus@trojantechnologies.com)

## Complete Your Vendor Setup to Avoid Service Interruptions!

Trojan Technologies is now serving US customers through Trojan Technologies Corp. To ensure uninterrupted service, please complete your vendor setup promptly by submitting the necessary documents.

Need help? Our dedicated team is here for you: [TTCorpSetUpSupport@trojantechnologies.com](mailto:TTCorpSetUpSupport@trojantechnologies.com)



Confidential - Company Proprietary

**From:** Stephen Lassiter <[Publicworks@townofstevensville.gov](mailto:Publicworks@townofstevensville.gov)>

**Sent:** Friday, February 28, 2025 10:37 AM

**To:** Trojan Technologies Shared Inbox for MountainWest US Municipal Territory (London)  
<[mountainwestus@trojantechnologies.com](mailto:mountainwestus@trojantechnologies.com)>

**Subject:** Re: Stephen Lassiter - TrojanUV - PJ#: 511704 - Spring System Inspections - Quote 17049

Good morning,

I have more questions from the Town Council.

- 1) If we get on the contract, is your technician's airfare and motel included in the \$1,650 or is that in addition?
- 2) Say the tech has to work an entire extra day, is that at the \$315 an hour or some kind of other daily rate?
- 3) What if he needs a part that he doesn't have with him; does he leave and then come back with it or does he order it and leave us with instructions on how to place it?
- 4) Can the tech also be giving us a 'training lesson' as he works?
- 5) There was a question about 'routine maintenance' vs. actual repairs. We know in this case that we need some kind of repair that would go beyond routine maintenance, so this repair would be done on this first visit and included in the contract, right?

Sorry for all the questions but we're just trying to be very thorough.

Thanks!

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**From:** Trojan Technologies Shared Inbox for MountainWest US Municipal Territory (London)

<[mountainwestus@trojantechnologies.com](mailto:mountainwestus@trojantechnologies.com)>

**Sent:** Friday, February 14, 2025 2:12 PM

**To:** Stephen Lassiter <[Publicworks@townofstevensville.gov](mailto:Publicworks@townofstevensville.gov)>

**Subject:** RE: Stephen Lassiter - TrojanUV - PJ#: 511704 - Spring System Inspections - Quote 17049

You are most welcome.

Sounds good. Have a great weekend!

## 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.

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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.

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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

---

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>

**File Attachments for Item:**

a. Discussion/Decision: Resolution No. 563 a Resolution of the Town Council of the Town of Stevensville, MT, Providing for the Amendments of the Budget for the Fiscal Year 2023-2024



## 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>	Robert Underwood
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	03/13/2025
<b>Agenda Topic:</b>	Discussion/Decision: Resolution No. 563 a Resolution of the Town Council of the Town of Stevensville, MT, Providing for the Amendments of the Budget for the Fiscal Year 2023-2024
<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>	03/13/2025
<b>Notes:</b>	The Building Code Enforcement Fund and the Planning Fund exceeded their appropriations for FY Budget 2023-2024. An increase in spending authority is necessary to cover the exceeded appropriations in both of these funds.

**RESOLUTION NO. 563**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF STEVENSVILLE,  
MONTANA, PROVIDING FOR THE AMENDMENTS OF THE BUDGET FOR THE FISCAL  
YEAR 2023-2024**

**WHEREAS**, the Stevensville Town Council adopted the budget for Fiscal Year 2023-2024 by Resolution No. 524; and

**WHEREAS**, the Building Code Enforcement Fund will exceed the appropriations originally set in the Fiscal Year 2023-2024 budget by \$931.91; and

**WHEREAS**, an increase in spending authority is necessary to cover the exceeded appropriations.

**NOW THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Stevensville, Montana, that the fiscal year 2023-2024 budget be amended as follows:

Expenditure Increase      Fund 2394 Building Code Enforcement      \$935.00

**WHEREAS**, the Planning Fund will exceed the appropriations originally set in the Fiscal Year 2023-2024 budget by \$917.73; and

**WHEREAS**, an increase in spending authority is necessary to cover the exceeded appropriations.

**NOW THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Stevensville, Montana that the fiscal year 2023-2024 budget be amended as follows:

Expenditure Increase      Fund 2250 Planning      \$920.00

**BE IT FURTHER RESOLVED** that the above-mentioned increases will cover all non-appropriated expenses for the year.

**WHEREAS**, pursuant to Sections 7-6-4006, MCA, the Town Council of the Town of Stevensville, Montana has held a public hearing on this proposed amendment,

Passed and adopted by the Town Council and Mayor of the Town of Stevensville the 13<sup>th</sup> day of March 2025.



**APPROVED:**

**ATTEST:**

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**Bob Michalson, Mayor  
Clerk**

**Jenelle S. Berthoud, Town**

**File Attachments for Item:**

b. Discussion/Decision: Track out of Service Agreement, E. 2nd 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>	Bob Michalson
<b>Second Person Submitting the Agenda Item:</b>	Montana Rail Link, Inc. a Montana Corporation
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	03/13/2025
<b>Agenda Topic:</b>	Discussion/Decision: Track out of Service Agreement, E. 2 <sup>nd</sup> Street
<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>	03/13/2025
<b>Notes:</b>	This contract is between the Town of Stevensville and Montana Rail Link, Inc. to remove the out of service track located at the end of E. 2 <sup>nd</sup> Street. Also included is the proposal for excavation. The towns attorney, Mr. Overstreet, has reviewed this contract and states that it is good to proceed with.

**TRACK OUT OF SERVICE AGREEMENT**  
**E. 2<sup>nd</sup> Street – 9<sup>th</sup> Subdivision**  
**Stevensville, Montana**

Crossing Identification – DOT #091323U – E. 2<sup>nd</sup> Street  
MP 28.99 – 9<sup>th</sup> Subdivision

AGREEMENT, made this the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, between the Town of Stevensville, a political subdivision of the State of Montana, hereinafter called the TOWN, and Montana Rail Link, Inc., a Montana Corporation, hereinafter called the RAILROAD.

WHEREAS, the TOWN desires to remove an existing railroad grade crossing, (this grade crossing is on a road known locally as E. 2<sup>nd</sup> Street) near Stevensville, Montana (the “CROSSING”); and

WHEREAS, the RAILROAD desires to retain its ability to restore the CROSSING by maintaining its historic right to cross East 2<sup>nd</sup> Street near Stevensville, Montana, at its current location and elevation; and

WHEREAS, both the TOWN and the RAILROAD acknowledge and agree that the CROSSING referenced herein shall be inclusive of both railroad track structures crossing E. 2<sup>nd</sup> St.

NOW, THEREFORE, in consideration of the premises herein contained, the parties agree as follows:

I.  
SCOPE OF WORK

RAILROAD or it’s contractor, at the TOWN’s expense, will:

1. Develop all plans, engineering, supervision, labor, materials, supplies, and equipment necessary to remove the existing railroad track structure and crossing surface, including crossing panels or timbers, ties, rail, rail fasteners, joint bars and bolts, tie plates and anchors; and
2. Remove crossbuck signs, mounting post and any associated foundations, if present; and
3. Provide all pre-work notifications and traffic control for removal of track and repair of roadway; and
4. Remove all advance warning signs and any pavement markings, if present; and
5. Develop all plans, engineering, supervision, labor, materials, supplies, and equipment necessary to repair and restore E. 2<sup>nd</sup> St. in accordance with all applicable roadway standards and specifications; and

6. Ensure that all power to the grade crossing signal system, if present, is shut off and tagged prior to RAILROAD or its contractor removing any mast mounted flashing lights and foundations.
7. All cost for all work will be TOWN'S sole responsibility; and
8. Dispose of all removed materials in compliance with all state, federal, and local laws, ordinances, and regulations.

The estimated cost for RAILROAD or its contractor's completion of the work described herein is shown on the proposal attached hereto as Exhibit "A", which is hereby made part of this Agreement. The TOWN shall pay the RAILROAD the amount described in Exhibit "A" for the completion of the work described herein. RAILROAD shall notify the TOWN as soon as possible if it appears costs to be paid by the TOWN shall exceed \$16,950.00 as described in Exhibit "A". Any overage of costs incurred by the RAILROAD will be invoiced to and paid by the TOWN. RAILROAD shall submit an invoice to the TOWN following the completion of all work described herein and TOWN shall remit payment to RAILROAD within thirty (30) days of the receipt of such invoice(s).

TOWN agrees to:

1. Allow RAILROAD or its Contractor to remove the existing railroad track structure and crossing surface, including crossing panels or timbers, ties, rail, rail fasteners, joint bars and bolts, tie plates, anchors, and foundations.

## II.

TOWN further acknowledges and agrees that nothing herein shall be interpreted as a relinquishment, degradation or other waiver of RAILROAD's pre-existing property rights associated with the CROSSING, including any such related to the operation of a railroad. TOWN further waives any right, at law or in equity, to contest RAILROAD's restoration of the CROSSING in the future.

Future improvements shall not be constructed by TOWN without first receiving written approval from RAILROAD. TOWN shall submit request for improvements a minimum of 6 months in advance of desired date to construct improvements.

## III.

### REOPENING OF CROSSING

Should the RAILROAD ever need to restore this CROSSING at this location, the TOWN or it's contractor, at its own cost, will:

1. Develop all plans, engineering, supervision, labor, materials, supplies, and equipment necessary to remove and replace the existing E. 2<sup>nd</sup> St. roadway surface and supporting gravel structure in accordance with all applicable roadway standards and specifications as required by the railroad to reinstall the track or, pay the RAILROAD to contract out the roadway surface and gravel structure removal and replacement; and
2. Provide all pre-work notifications and traffic control or, pay the RAILROAD to contract out the traffic control and notifications; and
3. Supply and install all advance warning signs and pavement markings in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) in use at the time the railroad CROSSING is restored. A Diagnostic Review Team will determine what warning device(s) are appropriate prior to reopening of the CROSSING. TOWN shall supply materials and installation of advanced warning devices or pay RAILROAD for materials and installation of said devices; and
4. If TOWN utilizes a contractor(s) to perform any work authorized by this agreement, it will require that contractor (s) to obtain an occupancy permit from the RAILROAD and provide proofs of insurance that satisfy the requirements of such permit; and
5. All cost for the work and materials will be TOWN'S sole responsibility; and
6. Dispose of all removed materials in compliance with all state, federal, and local laws, ordinances, and regulations.

RAILROAD agrees to:

1. RAILROAD will install the railroad track structure and railroad grade crossing surface, including crossing panels or timbers, ties, rail, rail fasteners, joint bars and bolts, tie plates, anchors, and foundations at its own cost; and
2. Crossbuck signs, mounting post, mast mounted flashing lights, crossing arms, electrical wiring and testing, and any associated foundations, as deemed necessary by a Diagnostic Review Team.

#### IV.

#### GENERAL TERMS AND CONDITIONS

1. Termination – This Agreement may not be terminated by either party after RAILROAD has commenced work to remove the CROSSING.
2. Other Agreements – Other Agreements pertaining to the project area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement control.

3. Hold Harmless & Indemnification - As a material consideration of this Agreement, without which it would not be granted, TOWN agrees, to the fullest extent provided by law, to release RAILROAD and its predecessors, successors, assigns and related and affiliated entities (collectively, the "RAILROAD Indemnitees") and to defend, indemnify and hold the RAILROAD Indemnitees harmless from and against any liability, claim, cost or damage, including attorney fees, on account of personal injury to or death of any persons whomsoever, or damage to or destruction of property to whomsoever belonging, without regard to whether it was caused in part by RAILROAD or by defective trackage, equipment, or track structures. Nothing herein obligates TOWN to indemnify RAILROAD for RAILROAD's negligent acts or willful misconduct.
4. Insurance -
- a) General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
  - b) General Liability Insurance: Each party shall purchase and maintain or otherwise provide evidence of self-insurance with occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
  - c) General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.
  - d) Workers' Compensation Insurance: The RAILROAD shall ensure that its contractors maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within TOWN right-of-way in

accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of TOWN. This insurance/exemption must be valid for the entire Agreement period.

TOWN hereby acknowledges and agrees that RAILROAD operates pursuant to the Federal Employers Liability Act – codified at 45 U.S.C. § 51 – and does not carry worker’s compensation insurance. As a result, TOWN hereby acknowledges and agrees that RAILROAD is exempt from compliance with the Montana Worker’s Compensation Act.

5. Choice of Law and Venue - This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the Twenty First Judicial District Court, in and for the County of Ravalli, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this Agreement.
6. Binding Effect - The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
7. Relationship of Parties - Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or to create any partnership joint venture or other association between the Parties.
8. Amendment and Modification - This Agreement may be modified or amended only by written Amendment signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Amendment may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Amendment, the provision of the Amendment shall control, unless the provisions thereof are prohibited by law.
9. Representatives –
  - a) **RAILROAD’S Representative**: The RAILROAD’s Representative for this Agreement shall be its Chief Engineer or such other individual as RAILROAD shall designate in writing. Whenever approval or authorization from or communication or submission to RAILROAD is required by this Agreement, such communication or submission shall be directed to the RAILROAD’s Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when RAILROAD’s Representative is not available, TOWN may direct its communication or submission to other designated RAILROAD personnel or agents.



- b) **TOWN'S Representative**: The TOWN Representative for this Agreement shall be the TOWN Administrator or Maintenance Chief or such other individual as TOWN shall designate in writing. Whenever direction to or communication with TOWN is required by this Agreement, such direction or communication shall be directed to TOWN's Representative; provided, however, that in exigent circumstances when TOWN's Representative is not available, RAILROAD may direct its direction or communication or submission to other designated TOWN personnel or agents.
10. **Audit** - The RAILROAD grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the RAILROAD maintains in connection with this Agreement.
11. **Counterpart Execution** - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, TOWN's authorized representative has hereunto signed on behalf of the Town of Stevensville, and the RAILROAD's authorized representative has hereunto signed on behalf of MONTANA RAIL LINK, INC.

**MONTANA RAIL LINK, INC.**

**TOWN OF STEVENSVILLE**

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

Title: President

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

By: \_\_\_\_\_

DRAFT

# Proposal for Excavation



## MONTANA EXCAVATION SERVICES

9292 Futurity Drive Missoula, MT 59808 406-880-0404

Submitted to:  
Montana Rail Link  
101 International Dr.  
Missoula, MT 59808

Work being done at:  
2<sup>nd</sup> St. Stevi

### Description of work:

- **Removal of crossings** **\$16,950**
  - This price includes the removal and disposal of crossing timbers, rails, ties, and other rail material, the import, placement and compaction of material to prep for asphalt patching, the patching of both crossings, and basic traffic control for detour.
  - This price is based on patching the width of the road and as wide as the existing crossing with normal asphalt mix. If additional patching is needed or the city requires specific mix, we will communicate with Trent and determine the best fit, and the price will be adjusted as needed.
  - This price includes the removal of cross bucks and signage related to crossings
  - This price does not include compaction testing, any hazardous material disposal or testing, any specific Traffic control that may be required by the city of Stevensville
  - This price does not include any electrical work necessary to remove any signs or crossing equipment.
  - This price does not include any pot holing or utility relocation in relation to the crossing removal or sign removal.

All work is guaranteed to be performed in accordance with specifications submitted for the above work. If the proposal is not accepted within 30 days, this price is subject to change.

MES Signature

Date

Customer Signature

Date

### **EXHIBIT "A"** **Cost Estimate**

MRLPP2025-001  
Montana Rail Link, Inc. and  
Town of Stevensville Track Out  
of Service Agreement

**File Attachments for Item:**

c. Discussion/Decision: Replace Yield Sign with a Stop Sign at the Corner of Turner Street and Chilcott 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>	Bob Michalson
<b>Second Person Submitting the Agenda Item:</b>	Andrena Case
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	03/13/2025
<b>Agenda Topic:</b>	Discussion/Decision: Replace Yield Sign with a Stop Sign at the Corner of Turner Street and Chilcott Street
<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>	03/13/2025
<b>Notes:</b>	Chilcott Street is a well-traveled street due to a combination of commercial and residential properties in that area. The corner of Turner Street and Chilcott Street is also the location that the school bus stops at for pickup and drop-off. Currently there is a yield sign at the corner of Turner Street and Chilcott Street for eastbound traffic. Replacing the yield sign with a stop sign at this location will not only be a safety upgrade for the children at the bus stop but will also help with the flow of traffic on Chilcott Street.



**File Attachments for Item:**

d. Discussion/Decision: Consent to the Mayors Appointment of Rich Liddle as a Stevensville Volunteer Firefighter



## 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>	Jeff Motley, Fire Chief
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	03/13/2025
<b>Agenda Topic:</b>	Discussion/Decision: Consent to the Mayors Appointment of Rich Liddle as a Stevensville Volunteer Firefighter
<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>	03/13/2025
<b>Notes:</b>	





# Stevensville Fire Department

206 Buck Street  
Stevensville, MT 59870

Date: March 11, 2025

Fire Chief Jeff Motley has recommended the appointment of Rich Liddle as a volunteer Firefighter to the Town of Stevensville Fire Department.

Mr. Liddle has successfully completed all necessary steps of the hiring process for volunteers.

Respectfully submitted,

Jeff Motley, Chief  
Stevensville Fire Department

**File Attachments for Item:**

e. Discussion/Decision: Schedule a C.O.W. Meeting to Discuss Claims Coding



## 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 Officer
<b>Submitter Title:</b>	Mayor
<b>Submitter Phone:</b>	
<b>Submitter Email:</b>	
<b>Requested Council Meeting Date for Item:</b>	03/13/2025
<b>Agenda Topic:</b>	Discussion/Decision: Schedule a C.O.W. Meeting to Discuss Claims Coding
<b>Backup Documents Attached?</b>	Choose an item.
<b>If no, why not?</b>	
<b>Approved/Disapproved?</b>	Choose an item.
<b>If Approved, Meeting Date for Consideration:</b>	03/13/2025
<b>Notes:</b>	