

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
AUGUST 15, 2022
7:00 PM**

NOTE: THIS MEETING IS BEING HELD IN PERSON OR CAN BE ACCESSED REMOTELY BY TELEPHONE AND ZOOM VIDEO. TO PARTICIPATE VIA ZOOM, YOU WILL NEED TO CALL 415-762-9988. THE MEETING ID NUMBER IS 373 290 5204. YOU WILL BE ABLE TO CALL IN AT 6:45. YOU CAN FIND THE INSTRUCTIONS FOR ZOOM ON THE WEBSITE.

- A. Call to Order
 - 1. Pledge of Allegiance
- B. Roll Call
- C. Public Hearing
- D. Agenda
 - 1. Approval of Agenda
 - 2. Consent Agenda
 - a. Approval of Minutes
 - b. Claims
 - c. Payroll
 - d. Other
- E. Presentations
- F. Department Reports
- G. Council Business
 - 1. Smart Street Light Management & Maintenance Options
 - 2. Larry Bellamy Professional Service Contract
 - 3. Bulk Water Station
- H. Resolutions
- I. Ordinances
- J. Report of Officers and City Administrator – Larry, Council, Mayor
- K. Public Comment – 3 Minute Limit (If you are going to be more than 3 minutes, please request a presentation for the following council meeting)
- L. Executive Session
 - 1. Litigation RCW 42.30.110 (i)(ii)
- M. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON SEPTEMBER 6, 2022 AT 7:00 PM.

AGENDA TITLE: CONSENT AGENDA

DATE: August 15, 2022

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____

RESOLUTION _____ OTHER _____

MOTION _____ X _____

EXPLANATION:

The consent agenda includes the following:

Minutes of the August 1, 2022 regular council meeting, first pay period August checks # 55972 – 55980, 56014, 901488 – 901489, 901492 – 901493, Direct Deposit 8/10/22, Direct Deposit 8/12/22 in the amount of \$147,014.55, August 10, 2022 claims checks #55971, 55981 – 56013, 901490 - 901491 in the amount of \$109,429.05.

FISCAL IMPACT:

Payroll checks in the amount of \$147,014.55, claims checks in the amount of \$109,429.05.

ALTERNATIVES:

Approve the consent agenda.

Remove certain items from the consent agenda for further discussion.

STAFF RECOMMENDATION:

Approve the consent agenda

MOTION:

I MOVE TO APPROVE THE CONSENT AGENDA.

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
August 1, 2022
7:00 PM**

Mayor Michael Canon and Mayor for the day Emily Bartholomew called to order the regular meeting of the Goldendale City Council followed by the Pledge of Allegiance.

ROLL CALL

Council Present: Mayor Michael A Canon (Not voting), Mayor for the day Emily Bartholomew (not voting) Council Member Ellie Casey, Council Member Steve Johnston, Council Member Dave Jones, Council Member Miland Walling, Council Member Filiberto Ontiveros

Staff Present (Not Voting): Police Chief Jay Hunziker, Clerk Treasurer Sandy Wells, City Administrator Patrick Munyan, Fire Chief Noah Halm

Motion: I move to excuse Council Member Loren Meagher, Council Member Andy Halm, **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Ellie Casey
Motion Passed Unanimously

AGENDA AND CONSENT AGENDA

Mayor Michael Canon would like to add additional items to the agenda. First one will be E2 under presentations, by Jay Hunziker regarding WERCK Discussion and Direction. The second add on is E3 under presentations, MOU with Union regarding incentive Pay & Hiring Incentive and Repayment Agreement

Motion: I move to amend tonight's agenda to include an agenda item E2 WERCK Discussion and direction and E3 MOU with Union regarding Incentive Pay & Hiring Incentive and Repayment Agreement, **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Miland Walling.
Motion Passed Unanimously

Motion: I move to approve the agenda as amended and consent agenda, **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Miland Walling.
Motion Passed Unanimously

PRESENTATIONS

Goldendale Chamber of Commerce Activity Update by Nicole Lundin, Nicole Lundin gave a presentation to the Goldendale City Council regarding all the updates for the Goldendale Chamber of Commerce.

WERCK Discussion and Direction by Jay Hunziker, Chief Hunziker informed the City Council about the Rock Crawl event that will be coming to Goldendale. The event will be held Friday, August 5th for a downtown event car show. The Rock Crawl event will be Saturday and Sunday August 6th and 7th.

MOU with Union regarding Incentive Pay & Hiring Incentive and Repayment Agreement by Jay Hunziker and Pat Munyan, as requested and recommended by City Council modifications were made to clarify the Memorandum of Agreement between the City of Goldendale and Council 2, Washington State Council of County and City Employees, Local 1533-G. Attached to the council pack is the MOU Lateral Police Officer Hiring Incentive and Repayment Agreement have been reviewed and approved by City Legal Counsel.

Motion: I move to approve the hiring incentive pay memorandum of agreement and lateral police officer hiring incentive and repayment agreement, **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Filiberto Ontiveros. Motion Passed Unanimously

Mayor Mike Canon, before we go on to Department Reports. I wanted to update the council on the staff changes. Starting today we have a new City Administrator Pat Munyan and a new Clerk Treasurer Sandy Wells. Larry Bellamy and Connie Byers retired on July 31st.

DEPARTMENT REPORTS

City Administrator Pat Munyan, Pat gave the council an update on Byars Street Project and on the Airport fuel system project. The crew has been doing street striping. We are currently working on a TIB Grant for Schuster Street and King Street to Brooks Street.

Fire Chief Noah Halm, it's been hot outside this week. I want to remind all the firefighters and aids to keep hydrated. We were at the Rodeo Bible Camp. The two volunteers passed out ice packs and water bottles to help with the heat.

Police Chief Jay Hunziker, we are hanging in there besides the heat. On August 6th is the back-to-school bash. GPD will have an officer at the back-to-school bash. GPD will also be at the fairgrounds during the Klickitat County Fair at a booth.

REPORT OF OFFICERS

City Administrator Pat Munyan, I have some big shoes to fill since Larry left. The staff has been great.

Council Member Steve Johnston, I want to schedule a Public Works meeting. I will talk that over with Pat.

Council Member Dave Jones, I wanted to thank the Chamber of Commerce for their hard work. Dave submitted to Sandy a packet for the 2072 time capsule opening for safekeeping at City Hall. Dave would like a parks committee meeting scheduled. Dave introduced the Time Capsule Committee that attended the council meeting.

Council Member Filiberto Ontiveros, thanked the Chamber for their detailed report.

Council Member Miland Walling, thanked the public works staff for all the hard work they are doing watering the flowers. There are some streetlights out on Broadway Street.

Mayor Mike Canon, thanked everyone for there generosity to the Mayor of Day Emily Bartholomew.

PUBLIC COMMENT

Larry Hctor, Goldendale – I saw the new street striping. Wanted to thank the new staff.

ADJOURNMENT

7:37 PM

Motion: I motion to Adjourn the meeting, Action: Motion, Moved by Council Member Steve Johnston, Seconded by Council Member Ellie Casey.

Motion passed unanimously.

Michael A Canon, Mayor

Sandy Wells, Clerk-Treasurer

Register

Fiscal: 2022
Deposit Period: 2022 - Aug 2022
Check Period: 2022 - Aug 2022 - 1st Council Aug 2022


Number	Name	Print Date	Clearing Date	Amount
Columbia State Bank				
Check				
55971	Shelly Enderby	7/27/2022		\$114.93
55981	Allyns Building Center	8/15/2022		\$410.48
55982	Aramark Uniform Serv Inc	8/15/2022		\$805.24
55983	Basin Feed & Supply	8/15/2022		\$83.33
55984	Bishop Sanitation Inc	8/15/2022		\$1,704.50
55985	Bohn's Printing	8/15/2022		\$16,315.69
55986	Book Nook, The	8/15/2022		\$12.90
55987	Carquest Auto Parts	8/15/2022		\$63.03
55988	Crafco Inc	8/15/2022		\$4,000.00
55989	Eurofins-Cascade Analytical	8/15/2022		\$54.00
55990	Goldendale Auto Supply LLC	8/15/2022		\$384.75
55991	Goldendale Chamber	8/15/2022		\$8,597.89
55992	Goldendale Sentinel	8/15/2022		\$696.15
55993	Goldendale Tire Center	8/15/2022		\$161.14
55994	Goldendale Veterinary Clinic	8/15/2022		\$635.40
55995	Goldendale, City of	8/15/2022		\$244.20
55996	Hattenhauer Energy Co LLC	8/15/2022		\$1,895.94
55997	Holcombs Market	8/15/2022		\$132.85
55998	Klickitat CO Emer Mgmt	8/15/2022		\$2,354.78
55999	MES Northwest	8/15/2022		\$3,753.41
56000	Mid-Columbia Economic Development District	8/15/2022		\$2,797.00
56001	Norco Inc	8/15/2022		\$51.99
56002	North Central Laboratories	8/15/2022		\$276.39
56003	One Call Concepts Inc	8/15/2022		\$63.13
56004	Pioneer Surveying & Engineering Inc	8/15/2022		\$24,305.03
56005	Precision Service and Electric LLC	8/15/2022		\$1,322.30
56006	Radcomp Technologies	8/15/2022		\$5,771.03
56007	Republic Services Inc	8/15/2022		\$810.15
56008	US Cellular	8/15/2022		\$1,794.25
56009	USA Blue Book	8/15/2022		\$2,184.26
56010	Ventco LLC	8/15/2022		\$9,759.93
56011	WA ST Dept Nat Resources	8/15/2022		\$547.02
56012	WA St Dept of Ecology	8/15/2022		\$1,858.68
56013	Wasco County	8/15/2022		\$7,338.91
901490	Invoice Cloud	8/10/2022		\$238.40

Number	Name	Print Date	Clearing Date	Amount
<u>901491</u>	WA St Dept of Revenue	8/10/2022		\$7,889.97
		Total	Check	\$109,429.05
		Total	20016310	\$109,429.05
		Grand Total		\$109,429.05

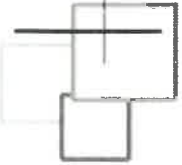
**CITY OF GOLDENDALE
CLAIMS REGISTER**

I, the undersigned, do hereby certify that the materials have been furnished, the services rendered, or the labor performed as shown on Check numbers 55971, 55981 through 56013, 901490 - 901491 in the amount of \$109,429.05, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 9th day of August, 2022.


Clerk-Treasurer

Register Activity



Fiscal: 2022
 Period: 2022 - Aug 2022
 Council Date: 2022 - Aug 2022 - 1st Council Aug 2022
 Bank Accounts: Checking Account
 Transaction Type: Check
 System Type: Financials

Reference	Date	Amount	Notes
Reference Number: 55971			
Invoice - 7/27/2022 9:13:56 AM			
Reference Number: 55981			
337553	7/8/2022	\$114.93	Retirement Party Supplies
337563	7/8/2022	\$114.93	Retirement Party Supplies
337831	7/14/2022	\$410.48	
337895	7/15/2022	\$55.86	
338069	7/19/2022	\$7.10	
338389	7/25/2022	\$10.52	
338422	7/25/2022	\$128.27	
338660	7/29/2022	\$9.64	
		\$166.02	
		\$29.96	
		\$3.11	
Reference Number: 55982			
Aramark Uniform Serv Inc			
529000237371	3/15/2022	\$805.24	
529000241771	3/22/2022	\$10.04	Floor Mat Rental
529000246317	3/29/2022	\$16.67	Floor Mat Rental
529000268773	5/3/2022	\$16.67	Floor Mat Rental
529000268787	5/3/2022	\$23.44	Floor Mat Rental
529000268788	5/3/2022	\$43.38	Uniforms
529000268792	5/3/2022	\$32.61	Service
5291018419	6/7/2022	\$16.67	Floor Mat Rental
5291023088	6/14/2022	\$23.44	Floor Mat Rental
5291023131	6/14/2022	\$23.44	Floor Mat Rental
5291027587	6/21/2022	\$32.61	Service
5291036419	7/5/2022	\$16.67	Floor Mat Rental
5291036430	7/5/2022	\$23.44	Floor Mat Rental
5291036434	7/5/2022	\$38.59	Uniforms
5291036438	7/5/2022	\$32.61	Service
5291041237	7/12/2022	\$16.67	Floor Mat Rental
5291041287	7/12/2022	\$67.85	Floor Mat Rental
5291041296	7/12/2022	\$39.18	Uniforms
5291041311	7/12/2022	\$32.61	Service
5291045563	7/19/2022	\$16.67	Floor Mat Rental
5291045594	7/19/2022	\$23.44	Floor Mat Rental
		\$38.59	Uniforms

Reference	Date	Amount	Notes
Reference Number: 55982	Aramark Uniform Serv Inc	\$805.24	
5291045597	7/19/2022	\$32.61	Service
5291045611	7/19/2022	\$16.67	Floor Mat Rental
5291050182	7/26/2022	\$67.85	Floor Mat Rental
5291050193	7/26/2022	\$53.54	Uniforms
5291050196	7/26/2022	\$32.61	Service
5291050203	7/26/2022	\$16.67	Floor Mat Rental
Reference Number: 55983	Basin Feed & Supply	\$83.33	
62638	5/10/2022	\$44.64	Gloves
68644	7/28/2022	\$38.69	Gloves
Reference Number: 55984	Bishop Sanitation Inc	\$1,704.50	
A-116013	7/13/2022	\$495.50	Community Days Rental
A-116127	7/13/2022	\$951.00	Community Days Rental
A-116619	7/27/2022	\$129.00	Ekone Toilet Rental
A-116642	7/27/2022	\$129.00	Airport Toilet Rental
Reference Number: 55985	Bohn's Printing	\$16,315.69	
85496	7/29/2022	\$13.20	FD Copies
85585	7/29/2022	\$210.04	CH Copies
85586	7/29/2022	\$38.40	GPD Copies
85590	8/1/2022	\$16,054.05	New Copy Machine for GPD & CH
Reference Number: 55986	Book Nook, The	\$12.90	
897816	7/15/2022	\$12.90	Name Plate
Reference Number: 55987	Carquest Auto Parts	\$63.03	
4993-610370	7/6/2022	\$11.53	Bolt
4993-610656	7/8/2022	\$3.93	Bolt
4993-610729	7/8/2022	\$10.48	door hinge
4993-610816	7/9/2022	\$11.53	Bolt
4993-611323	7/13/2022	\$25.56	Duct Tape
Reference Number: 55988	Crafco Inc	\$4,000.00	
9402752154	7/28/2022	\$4,000.00	Crack Sealer Rental
Reference Number: 55989	Eurofins-Cascade Analytical	\$54.00	
2205315	6/10/2022	\$54.00	Lab Testing
Reference Number: 55990	Goldendale Auto Supply LLC	\$384.75	
062138	7/6/2022	\$335.00	Cooling Fan Clutch
062263	7/7/2022	\$12.03	Battery, service charge
063324	7/26/2022	\$15.20	Panel Retainers
063394	7/27/2022	\$22.52	Paint Markers

Reference	Date	Amount	Notes
Reference Number: 55991	Goldendale Chamber	\$8,597.89	
<u>1153.1</u>	7/6/2022	\$3,147.70	June Reimbursement
<u>1172</u>	8/4/2022	\$5,450.19	July Reimbursement
Reference Number: 55992	Goldendale Sentinel	\$696.15	
<u>155239</u>	7/27/2022	\$696.15	Publish Notice
Reference Number: 55993	Goldendale Tire Center	\$161.14	
<u>103984.1</u>	6/28/2022	\$80.57	Oil Change
<u>103993.1</u>	6/29/2022	\$80.57	Oil Change
Reference Number: 55994	Goldendale Veterinary Clinic	\$635.40	
<u>143639</u>	6/7/2022	\$55.62	Harley Meds
<u>143745</u>	6/9/2022	\$222.78	Harley vet
<u>145380</u>	6/30/2022	\$357.00	Dog Impound/ Board
Reference Number: 55995	Goldendale, City of	\$244.20	
<u>22-132</u>	8/2/2022	\$244.20	Bulk Water
Reference Number: 55996	Hattenhauer Energy Co LLC	\$1,895.94	
<u>CL05090</u>	7/31/2022	\$1,895.94	Fuel
Reference Number: 55997	Holcombs Market	\$132.85	
<u>3050571449</u>	7/27/2022	\$12.85	Water
<u>4008491036</u>	7/27/2022	\$120.00	Retirement Food
Reference Number: 55998	Klickitat CO Emer Mgmt	\$2,354.78	
<u>2022-10</u>	7/25/2022	\$2,354.78	Interlocal Agreement C27025
Reference Number: 55999	MES Northwest	\$3,753.41	
<u>IN1745914</u>	8/2/2022	\$410.41	Bolt Cutters
<u>IN1746513</u>	8/3/2022	\$3,343.00	Pants & Coat - Grimes
Reference Number: 56000	Mid-Columbia Economic Development District	\$2,797.00	
<u>3549</u>	8/1/2022	\$2,797.00	Census Dues
Reference Number: 56001	Norco Inc	\$51.99	
<u>35523273</u>	7/31/2022	\$51.99	Cylinder Rental
Reference Number: 56002	North Central Laboratories	\$276.39	
<u>474379</u>	8/1/2022	\$276.39	Broth w/o Rosolic
Reference Number: 56003	One Call Concepts Inc	\$63.13	
<u>2059076</u>	5/31/2022	\$40.66	Locate Fees
<u>2079076</u>	7/31/2022	\$22.47	Locate Fees

Reference	Date	Amount	Notes
Reference Number: 56004	Pioneer Surveying & Engineering Inc	\$24,305.03	
21-901-10	7/21/2022	\$555.00	Wadsack Sewer
21-902-15	7/21/2022	\$15,685.00	Byars Improvement Project
21-902a-3	7/27/2022	\$7,520.00	Byars Waterline
22-901-1	7/28/2022	\$545.03	Title Guarantee
Reference Number: 56005	Precision Service and Electric LLC	\$1,322.30	
1583	7/26/2022	\$1,322.30	Fixed Leak
Reference Number: 56006	Radcomp Technologies	\$5,771.03	
MSP-94463	8/5/2022	\$5,771.03	IT Services
Reference Number: 56007	Republic Services Inc	\$810.15	
0487-000788779	7/31/2022	\$810.15	Garbage Service
Reference Number: 56008	US Cellular	\$1,794.25	
0522710284	7/24/2022	\$1,794.25	Cell Phone
Reference Number: 56009	USA Blue Book	\$2,184.26	
057070	7/26/2022	\$2,184.26	Traffic Cones, Hard Hats
Reference Number: 56010	Ventco LLC	\$9,759.93	
204149	6/29/2022	\$9,759.93	Lift Station Base Flow Pump
Reference Number: 56011	WA ST Dept Nat Resources	\$547.02	
18021601	8/9/2022	\$547.02	Fire Cache Supplies
Reference Number: 56012	WA St Dept of Ecology	\$1,858.68	
23-WA0021121-1	7/29/2022	\$1,858.68	Water Quality Program Fees
Reference Number: 56013	Wasco County	\$7,338.91	
391	8/4/2022	\$7,338.91	Street Striping
Reference Number: 901490	Invoice Cloud	\$238.40	
359-2002_7	7/31/2022	\$238.40	Bank Fees
Reference Number: 901491	WA St Dept of Revenue	\$7,889.97	
Invoice - 8/10/2022 10:58:56 AM	8/25/2022	\$7,889.97	Excise Tax

Register

Fiscal: 2022
Deposit Period: 2022 - Aug 2022
Check Period: 2022 - Aug 2022 - 1st Council Aug 2022

Number	Name	Print Date	Clearing Date	Amount
Columbia State Bank	20016310			
Check				
55972	Johnston, Steve	8/10/2022		\$45.76
55973	Council Trust Acct.	8/10/2022		\$1,169.85
55974	Deferred Comp Program	8/10/2022		\$605.00
55975	Dept of Labor & Industries	8/10/2022		\$1,685.71
55976	Dept of Retirement	8/10/2022		\$11,759.46
55977	Employment Security	8/10/2022		\$158.11
55978	Goldendale, City of	8/10/2022		\$95.00
55979	ICMA Retirement Trust (Plan 302195)	8/10/2022		\$112.50
55980	Washington State Support Registry	8/10/2022		\$337.50
56014	Employment Security	8/12/2022		\$98.54
901488	City of Goldendale	8/10/2022		\$22,037.22
901489	Employment Security - PFML	8/10/2022		\$350.93
901492	City of Goldendale	8/12/2022		\$16,538.60
901493	Employment Security - PFML	8/12/2022		\$216.46
Bellamy & Byers DD Final Check	Payroll Vendor	8/12/2022		\$36,286.18
Direct Deposit Run - 8/10/2022	Payroll Vendor	8/10/2022		\$55,517.73
	Total	Check		\$147,014.55
	Total	20016310		\$147,014.55
	Grand Total			\$147,014.55

AGENDA BILL: G-1

AGENDA TITLE: Smart Street Light Management & Maintenance options.

DATE: 8-15-2022

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X
RESOLUTION _____ OTHER _____
MOTION X

EXPLANATION: In 2017 the City of Goldendale purchased and installed Lumewave smart streetlights. Lumewave no longer exists making it difficult to find replacement parts and propriety software support. Dhyan Technologies can supply the city with the needed software and parts support. Dhyan has provided city two quote options for tech and parts support. The two quotes range from \$8,884.00 to \$53,380.00.

Dylan will be on zoom to explain, discuss, and answer questions regarding the quotes.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION: Staff recommends selecting one of the options. After explanation of the Options from Dylan City Council will need to determine the which option they wish to proceed with.

MOTION: I MOVE TO AUTHORIZE THE MAYOR TO ENTER INTO SUPPORT AGREEMENT WITH DHYAN *

OPTION 1 - IN THE AMOUNT OF \$8,884.00

OR

OPTION 2 – IN THE AMOUNT OF \$53,380.00

PRICE QUOTATION

Quotation Number: 2022-06-16

Jun 16, 2022

City of Goldendale
1103 S. Columbus
Goldendale, WA 98620
Attn: Pat Munyan

Dear Pat,

Subject: Price quote for Dhyan's StreetMan CMS

As you requested, I am providing you with the price quote for Dhyan's StreetMan Cloud-SaaS version

#	Description	Price per device (USD)	Device QTY	Extended Price (USD)
1	StreetMan Migration Fees from Echelon LumInsight Desktop system (one-time fee)	\$5000	1	\$5000
2	StreetMan CMS License fee (Annual)	\$6	314*	\$1884
3	AWS Cloud Hosting (Annual)	\$2000	1	\$2000
TOTAL AMOUNT				\$8,884
One Time Fee				\$5,000
Annual Recurring fees				\$3,884

Wire Transfer Instructions in USD (US \$): Bank of America; Bank address: 43591 Mission Boulevard, Fremont, CA 94539, USA. Account Name: Dhyan Networks and Technologies, Inc, Company Address: 160 Stanford Avenue, Fremont, CA 94539; SWIFT CODE: BOFAUS3N; Account Number: 3250 2778 6147 / ABA Routing Number: 121000358.

TERMS & CONDITIONS:

- (1) StreetMan subscription is governed by Dhyan Networks and Technologies, Inc, End User Licensing Agreement (EULA).
- (2) Annual subscription fee includes Annual Maintenance and Support (AMS)
- (3) AMS includes phone and email support, and it is governed by Dhyan's End User Support Agreement.
- (4) Above price doesn't include any local taxes; all taxes would be your responsibility
- (5) Customer needs to provide information on grouping and schedule for controllers pre-commissioning.
- (6) *Total number of Echelon nodes to be confirmed by the city.

Please feel free to contact me at +1.650.863.0562 if you have any questions. Thank you

Sincerely,

Prakash Ramadass
VP, Smart Cities

PRICE QUOTATION

Quotation Number: 2022-06-16-02

June 16, 2022

City of Goldendale
1103 S. Columbus
Goldendale, WA 98620
Attn: Pat Munyan

Dear Pat,

Subject: Price quote for Ohli Smart Lighting Solution – Replace all Echelon controls.

#	Description	Price per device (USD)	Quantity	Extended Price (USD)
1	<p>Ohli Smart Lighting Solution (Standard voltage controller)</p> <p>All-inclusive bundled solution that consists of the following:</p> <ul style="list-style-type: none"> (a) Ohli nodes: smart Cellular/NB-IoT light controllers (NEMA- 7 pin, standard 120V ~ 277 VAC, GPS enabled, Tilt Sensor, RTC) with five (5) years of hardware warranty (b) Ohli Connectivity: Industrial rated e-SIM with five (5) years of data connectivity provided by four major US service provider (c) Ohli Software: Cloud based easy to use management software to monitor, control and manage controllers including cloud hosting fees fully paid for five (5) years (d) Ohli Service: Annual Monitoring, Support and Maintenance Service (AMMS) controllers fully paid for five (5) years 	<p>\$170</p> <p>Included</p> <p>Included</p> <p>Included</p> <p>Included</p>	314	\$ 53,380
	SHIPPING	EXTRA		TBD
	TOTAL AMOUNT			\$53,380

Note: Price exclusive of bank charges, shipment charges, insurance and import duty or tax

TERMS & CONDITIONS:

- (1) Sale of Ohli Smart Lighting Solution is subject to Dhyan Networks and Technologies, Inc., “**STANDARD TERMS AND CONDITIONS FOR SALE**” as indicated below.
- (2) StreetMan subscription is governed by Dhyan Networks and Technologies, Inc., “**END USER LICENSING AGREEMENT (EULA)**”.
- (3) AMMS includes phone and email support, and it is governed by Dhyan Networks and Technologies, Inc., “**END USER MONITORING, SUPPORT AND MAINTENANCE AGREEMENT (EUMSMA)**”.
- (4) Following shipping options are available: ExWorks (default shipping option), FoB, and CIF.
- (5) All prices are in USD. Above prices do not include any local taxes; all taxes would be your responsibility
- (6) Payment terms: 50% prepayment upon order, 50% balance payment before delivery
- (7) Product lead time is 8-12 weeks to ship after receiving the 50 % payment
- (8) The quote is valid up to 90 days.
- (9) To order, please provide me with a PO
- (10) Bank information for Remittances as indicated below.

Beneficiary Bank	: Bank of America – Mission San Jose
Bank Address	: 43591 Mission Boulevard, Fremont, California 94539, USA
Account Name	: Dhyan Networks and Technologies, Inc.
Account Number	: 3250 2778 6147
ABA routing number	: 121 000 358
SWIFT Code	: BOFAUS3N

Please feel free to contact me at +1.650.863.0562 (pramadass@dhyan.com) if you have any questions.

Thank you.

Sincerely,

Prakash Ramadass
VP, Smart Cities
+1 6508630562

DHYAN NETWORKS AND TECHNOLOGIES, INC
STANDARD TERMS AND CONDITIONS FOR SALE

- 1. Offer and Acceptance:** DHYAN offers to sell and deliver products in accordance with the terms and conditions set forth herein. Acceptance of this offer is expressly limited to such terms. DHYAN hereby objects to and rejects any additional or different terms proposed by Buyer, including those contained in Buyer's purchase order, unless DHYAN expressly agrees to such terms in writing.
- 2. Prices and Releases:** DHYAN's price in effect at the time DHYAN receives Buyer's purchase order shall continue to apply if the quantity ordered is released by DHYAN within twelve (12) months and shipments are scheduled within eighteen (18) months. Otherwise, DHYAN's price in effect on the actual release date for the quantity actually shipped shall apply. If the price of fuels, metals, raw materials, equipment or other production costs increases significantly, DHYAN shall have the right and Buyer shall have the obligation to renegotiate the price of all products not yet shipped.
- 3. Title and Delivery:** Shipments shall be delivered Ex-Works Buyer's designated carrier. Title and liability for loss or damage shall pass to Buyer upon DHYAN's delivery to Buyer's designated carrier. Any subsequent loss or damage shall not relieve Buyer from its obligations. Buyer shall reimburse DHYAN for insurance and transportation costs on international shipments and shall be responsible for all import duties, taxes and any other expenses incurred or licenses or clearances required. DHYAN may deliver products in installments. Delivery dates are estimates. DHYAN shall not be liable for any damage, losses or expenses incurred by Buyer if it is not attributable to DHYAN that DHYAN fails to meet the estimated delivery dates.
- 4. Payment Terms:** DHYAN's standard payment term is 50% of the amount ordered upfront with the balance upon delivery. If DHYAN extends credit to Buyer, payment terms shall be net fifteen (15) days after DHYAN's invoice. DHYAN may change or withdraw credit amounts or payment terms at any time for any reason. If the products are delivered in installments, Buyer shall pay for each installment in accordance with the above payment terms. If it is attributable to Buyer that Buyer fails to make any payment when due, DHYAN may suspend or cancel performance under any agreements in which DHYAN has extended credit to Buyer. DHYAN's suspension of performance may result in rescheduling delays. If, in DHYAN's judgment, Buyer's financial condition does not justify the payment terms specified herein, then DHYAN may terminate this contract unless Buyer immediately pays for all products that have been delivered and pays in advance for all products to be delivered. Termination in accordance with this clause shall not affect DHYAN's right to pursue any other available remedies.
- 5. Taxes:** Prices do not include applicable taxes or duties. Buyer is solely responsible for paying all applicable taxes and duties. DHYAN will add sales taxes to the sales price where required by applicable law, and Buyer will pay such taxes unless Buyer provides DHYAN with a duly executed sales tax exemption certificate. If Buyer is required by law to withhold any amount of tax from its payment to DHYAN, Buyer shall promptly pay such amount to the appropriate tax authority and take all reasonable steps to minimize such withholding tax.
- 6. Contingencies:** DHYAN shall not be in breach of this contract and shall not be liable for any non-performance or

delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond DHYAN 's reasonable control, including but not limited to, shortages of labor, energy, fuel, machinery or materials, technical or yield failures, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, explosion, terrorist act or Act of God. In the event of a shortage of products, DHYAN may allocate, at its sole discretion, product production and deliveries.

7. Warranties and Related Remedies:

7.1. Subject to clauses 7.5 and 7.6 below, DHYAN warrants that Dhyan products will conform either to DHYAN 's published specifications for such product or other mutually agreed upon written specifications signed by an authorized DHYAN representative. For Ohli nodes this warranty lasts for five (5) years after the date DHYAN ships such products to Buyer. Notwithstanding the foregoing, DHYAN shall not be liable for any defects that are caused by neglect, misuse or mistreatment by an entity other than DHYAN, including improper installation or testing, or for any products that have been altered or modified in any way by an entity other than DHYAN. Moreover, DHYAN shall not be liable for any defects that result from Buyer's design, specifications or instructions for such products. Testing and other quality control techniques are used to the extent DHYAN deems necessary. Unless mandated by government requirements, DHYAN does not necessarily test all parameters of each product.

7.2. If any DHYAN products fail to conform to the warranty set forth above, DHYAN 's sole liability shall be at its option to repair or replace such products, or credit Buyer's account for such products. DHYAN 's liability under this warranty shall be limited to products that are returned during the warranty period to the address designated by DHYAN and that are determined by DHYAN not to conform to such warranty. If DHYAN elects to repair or replace such products, DHYAN shall have a reasonable time to repair such products or provide replacements. Repaired products shall be warranted for the remainder of the original warranty period. Replaced products shall be warranted for a new full warranty period.

7.3. EXCEPT AS SET FORTH ABOVE, PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." DHYAN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.4. Buyer agrees that prior to using or distributing any systems that include DHYAN products, Buyer will thoroughly test such systems and the functionality of such DHYAN products as used in such systems. DHYAN may provide technical, applications or design advice, quality characterization, reliability data or other services. Buyer agrees that providing these services shall not expand or otherwise alter DHYAN 's warranties, as set forth above, and no additional obligations or liabilities shall arise from DHYAN providing such services.

7.5. Safety-Critical, Military and Automotive Applications.

DHYAN products are not authorized for use in safety-critical applications (such as life support) where a failure of the DHYAN product would reasonably be expected to cause severe personal injury or death, unless officers of the parties have executed an agreement specifically governing such use. Buyer shall fully

indemnify DHYAN and its representatives against any damages arising out of the unauthorized use of DHYAN products in such safety-critical applications.

DHYAN products are neither designed nor intended for use in military/aerospace applications or environments unless the DHYAN products are specifically designated by DHYAN as military-grade or "enhanced plastic." Only products designated by DHYAN as military-grade meet military specifications. Buyer acknowledges and agrees that any such use of DHYAN products which DHYAN has not designated as military-grade is solely at the Buyer's risk, and that Buyer is solely responsible for compliance with all legal and regulatory requirements in connection with such use.

DHYAN products are neither designed nor intended for use in automotive applications or environments unless the specific DHYAN products are designated by DHYAN as compliant with ISO/TS 16949 requirements. In any case of such use of non-designated products, DHYAN will not be responsible for any failure to meet ISO/TS16949 requirements.

Buyer represents that it has all necessary expertise in the safety and regulatory ramifications of its applications, and Buyer acknowledges and agrees that it is solely responsible for compliance with all legal, regulatory and safety-related requirements concerning its products and any use of DHYAN products in Buyer's applications, unless such applications-related information or support is provided by DHYAN.

7.6. Notwithstanding anything to the contrary, SOFTWARE PRODUCTS AND EXPERIMENTAL AND DEVELOPMENT PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." DHYAN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH SOFTWARE PRODUCTS AND EXPERIMENTAL AND DEVELOPMENT PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

8. Intellectual Property Indemnification:

8.1. Subject to clauses 8.2, 8.3, 9.1 and 9.2, DHYAN will pay any damages, liabilities or costs (excluding consequential and exemplary damages) finally awarded against Buyer, or agreed to by DHYAN as settlement or compromise, and will defend Buyer against any claim, suit or proceeding brought against Buyer, insofar as such claim, suit or proceeding is based on an allegation that products manufactured and supplied by DHYAN to Buyer directly infringe any United States, Canadian, Japanese or Territory's or European Union member country patent, copyright, or trade secret; provided DHYAN is (i) promptly informed and furnished a copy of such claim, suit, or proceeding, (ii) given all evidence in Buyer's possession, custody or control, (iii) given reasonable assistance in and sole control of the defense thereof and all negotiations for its settlement or compromise. Buyer hereby agrees to make available to DHYAN the benefit of any defense available to Buyer to any infringement allegation hereunder, including, but not limited to, any license or option to license or sub-license any intellectual property right that is the subject of such infringement allegation.

8.2. In the event of an allegation for which DHYAN is obligated to defend Buyer pursuant to clause 8.1, DHYAN may, but shall not be obligated to: (i) obtain a license that allows Buyer to continue the use of the products, (ii) replace or modify the products so as to be non-infringing, but in a manner that does not materially affect the functionality of the products. If DHYAN elects to provide either of the options set forth

in clauses (i) and (ii) above, DHYAN 's indemnity obligation pursuant to clause 8.1 shall be entirely fulfilled as to that individual claim, except for any damages, liabilities, or costs (excluding consequential and exemplary damages) incurred by Buyer prior to DHYAN taking such action. If DHYAN elects the option set forth in clause (iii) above, DHYAN 's indemnity obligation under this contract shall be entirely fulfilled, regardless of any additional claims. Also, if DHYAN elects the option set forth in clause (iii) above, Buyer shall return to DHYAN any and all products remaining in Buyer's possession, custody or control.

8.3. DHYAN shall have no liability for any costs, losses or damages resulting from Buyer's willful acts, or any settlement or compromise incurred or made by Buyer without DHYAN 's prior written consent. DHYAN shall have no obligation to defend and no liability for any costs, losses or damages, to the extent that an infringement allegation is based upon: (i) Buyer's use of the products in combination with any other product, software or equipment. Nevertheless, if but for the products, the combination will not infringe, then DHYAN shall have obligation and liability; (ii) Buyer's use of the products in a manner or for an application other than for which they were designed or intended, regardless of whether DHYAN was aware of or had been notified of such use; (iii) ; (iv) Buyer's modifications to the products; (v) DHYAN 's compliance with Buyer's particular design, instructions or specifications; or (vi) DHYAN 's compliance with any industry or proprietary standard or Buyer's use of the products to enable implementation of any industry or proprietary standard (such claims - i.e. those set forth in (i) through (vi) above - are individually and collectively referred to herein as "Other Claims").

8.4. Buyer shall indemnify and hold DHYAN harmless against any damages, liabilities or costs finally awarded against DHYAN or agreed to by Buyer as settlement or compromise, and will defend any claim, suit or proceeding brought against DHYAN insofar as such claim, suit or proceeding is based on an allegation arising from Other Claims.

8.5. THE FOREGOING STATES THE SOLE LIABILITY OF THE PARTIES FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING INTELLECTUAL PROPERTY INDEMNIFICATION TERMS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT, AND THAT IN THE ABSENCE OF SUCH TERMS, THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

9. Limitations and Damages Disclaimer:

9.1. General Limitations. IN NO EVENT SHALL DHYAN BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT OR THE USE OF THE GOODS PROVIDED HEREUNDER, REGARDLESS OF WHETHER DHYAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, ANCILLARY COSTS TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, RETESTING, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION. NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST DHYAN MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED.

9.2. Specific Limitations. IN NO EVENT SHALL DHYAN 'S AGGREGATE LIABILITY FROM ANY WARRANTY, INDEMNITY, OR OTHER OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, OR ANY USE OF ANY DHYAN PRODUCT PROVIDED HEREUNDER, EXCEED THE TOTAL AMOUNT PAID TO DHYAN FOR THE PARTICULAR UNITS SOLD UNDER THIS CONTRACT WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE PARTICULAR UNITS SOLD TO BUYER UNDER THIS CONTRACT SHALL NOT ENLARGE OR EXTEND THIS LIMIT.

9.3. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

10. Cancellations and Rescheduling:

No cancellation or rescheduling of product by Buyer within thirty (30) days of DHYAN 's estimated shipping date for such product will be accepted. Any cancellation or rescheduling of product by Buyer more than thirty (30), but less than ninety (90), days before DHYAN 's estimated shipping date for such product may result in a charge to Buyer. Such charge, if any, shall be reasonably determined by DHYAN based on factors such as whether the product was manufactured specifically for Buyer, DHYAN's ability to change its production schedule within the period of notice provided by Buyer, whether DHYAN acquired or allocated particular supplies or equipment to meet Buyer's order and such other factors as reasonably determined by DHYAN. Orders may be cancelled or rescheduled by Buyer more than ninety (90) days before DHYAN 's estimated shipping date for such product at Buyer's discretion and without charge.

11. Non-waiver of Default: In the event of any default by Buyer, DHYAN may decline to make further shipments. If DHYAN elects to continue to make shipments, DHYAN 's action shall not constitute a waiver of any such default or affect DHYAN 's legal remedies for any such default.

12. Governing Law: This contract shall be governed by and interpreted in accordance with the laws of the state of California in the United States of America, without reference to conflict-of-laws principles. If for any reason a court of competent jurisdiction finds any provision of this contract to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of this contract will continue in full force and effect. This contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, or by the Uniform Computer Information Transactions Act (UCITA). Notwithstanding the foregoing, any judgment may be enforced in any California or foreign court, and DHYAN may seek injunctive relief in any California or foreign court.

13. Export Control:

13.1. Buyer further agrees to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code acquired from DHYAN under this contract or any direct product of such technical data, software or software source code. Accordingly, Buyer shall not sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by United States of America or applicable non-United States of America

laws. Further, Buyer shall give notice of the need to comply with such laws and regulations to any person, firm or entity which it has reason to believe is obtaining any such product, technical data, software or software source code from Buyer with the intention of exportation. Each party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this contract. If government approvals cannot be obtained, DHYAN may terminate, cancel or otherwise be excused from performing any obligations it may have under this contract.

13.2. Any product export classification made by DHYAN shall be for DHYAN 's internal use only and shall not be construed as a representation or warranty regarding the proper export classification for such product or whether an export license or other documentation is required for the exportation of such product. This Section 13 shall survive termination of this contract.

14. Assignment: This contract shall not be assignable by Buyer without DHYAN 's prior written consent. Any unauthorized assignment shall be null and void.

15. Entire Agreement: This contract constitutes the entire agreement between the parties relating to the sale of the products and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No prior representations or statements relating to the sale of the products made by any DHYAN representative, which are not stated herein, shall be binding on DHYAN. No addition to or modification of any provision of this contract shall be binding upon DHYAN unless made in writing and signed by a duly authorized DHYAN representative. No course of dealing or trade usage or course of performance shall be relevant to explain or supplement any term in this contract. These terms and conditions shall prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any purchase order or other writing not expressly incorporated herein, including but not limited to data sheets, application notes and purchase order acknowledgements. The section headings contained in this contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this contract.

Quotation Number: 2022-06-16-02

City of Goldendale
1103 S. Columbus
Goldendale, WA 98620
Attn: Pat Munyan

Subject: Price quote for Ohli Smart Lighting Solution – Replace all Echelon controls.

	SHIPPING	EXTRA		TBD
	TOTAL AMOUNT			\$53,380

Note: Price exclusive of bank charges, shipment charges, insurance and import duty or tax

TERMS & CONDITIONS:

- (1) Sale of Ohli Smart Lighting Solution is subject to Dhyan Networks and Technologies, Inc., **"STANDARD TERMS AND CONDITIONS FOR SALE"** as indicated below.
- (2) StreetMan subscription is governed by Dhyan Networks and Technologies, Inc., **"END USER LICENSING AGREEMENT (EULA)"**.
- (3) AMMS includes phone and email support, and it is governed by Dhyan Networks and Technologies, Inc., **"END USER MONITORING, SUPPORT AND MAINTENANCE AGREEMENT (EUMSMA)"**.
- (4) Following shipping options are available: ExWorks (default shipping option), FoB, and CIF.
- (5) All prices are in USD. Above prices do not include any local taxes; all taxes would be your responsibility
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- (9) To order, please provide me with a PO
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Account Number	: 3250 2778 6147
ABA routing number	: 121 000 358
SWIFT Code	: BOFAUS3N

Please feel free to contact me at +1.650.863.0562 (pramadass@dhyan.com) if you have any questions.

Thank you.

Sincerely,

Prakash Ramadass
VP, Smart Cities
+1 6508630562

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delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond DHYAN 's reasonable control, including but not limited to, shortages of labor, energy, fuel, machinery or materials, technical or yield failures, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, explosion, terrorist act or Act of God. In the event of a shortage of products, DHYAN may allocate, at its sole discretion, product production and deliveries.

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7.3. EXCEPT AS SET FORTH ABOVE, PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." DHYAN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.4. Buyer agrees that prior to using or distributing any systems that include DHYAN products, Buyer will thoroughly test such systems and the functionality of such DHYAN products as used in such systems. DHYAN may provide technical, applications or design advice, quality characterization, reliability data or other services. Buyer agrees that providing these services shall not expand or otherwise alter DHYAN 's warranties, as set forth above, and no additional obligations or liabilities shall arise from DHYAN providing such services.

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indemnify DHYAN and its representatives against any damages arising out of the unauthorized use of DHYAN products in such safety-critical applications.

DHYAN products are neither designed nor intended for use in military/aerospace applications or environments unless the DHYAN products are specifically designated by DHYAN as military-grade or "enhanced plastic." Only products designated by DHYAN as military-grade meet military specifications. Buyer acknowledges and agrees that any such use of DHYAN products which DHYAN has not designated as military-grade is solely at the Buyer's risk, and that Buyer is solely responsible for compliance with all legal and regulatory requirements in connection with such use.

DHYAN products are neither designed nor intended for use in automotive applications or environments unless the specific DHYAN products are designated by DHYAN as compliant with ISO/TS 16949 requirements. In any case of such use of non-designated products, DHYAN will not be responsible for any failure to meet ISO/TS16949 requirements.

Buyer represents that it has all necessary expertise in the safety and regulatory ramifications of its applications, and Buyer acknowledges and agrees that it is solely responsible for compliance with all legal, regulatory and safety-related requirements concerning its products and any use of DHYAN products in Buyer's applications, unless such applications-related information or support is provided by DHYAN.

7.6. Notwithstanding anything to the contrary, SOFTWARE PRODUCTS AND EXPERIMENTAL AND DEVELOPMENT PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." DHYAN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH SOFTWARE PRODUCTS AND EXPERIMENTAL AND DEVELOPMENT PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

8. Intellectual Property Indemnification:

8.1. Subject to clauses 8.2, 8.3, 9.1 and 9.2, DHYAN will pay any damages, liabilities or costs (excluding consequential and exemplary damages) finally awarded against Buyer, or agreed to by DHYAN as settlement or compromise, and will defend Buyer against any claim, suit or proceeding brought against Buyer, insofar as such claim, suit or proceeding is based on an allegation that products manufactured and supplied by DHYAN to Buyer directly infringe any United States, Canadian, Japanese or Territory's or European Union member country patent, copyright, or trade secret; provided DHYAN is (i) promptly informed and furnished a copy of such claim, suit, or proceeding, (ii) given all evidence in Buyer's possession, custody or control, (iii) given reasonable assistance in and sole control of the defense thereof and all negotiations for its settlement or compromise. Buyer hereby agrees to make available to DHYAN the benefit of any defense available to Buyer to any infringement allegation hereunder, including, but not limited to, any license or option to license or sub-license any intellectual property right that is the subject of such infringement allegation.

8.2. In the event of an allegation for which DHYAN is obligated to defend Buyer pursuant to clause 8.1, DHYAN may, but shall not be obligated to: (i) obtain a license that allows Buyer to continue the use of the products, (ii) replace or modify the products so as to be non-infringing, but in a manner that does not materially affect the functionality of the products. If DHYAN elects to provide either of the options set forth

in clauses (i) and (ii) above, DHYAN 's indemnity obligation pursuant to clause 8.1 shall be entirely fulfilled as to that individual claim, except for any damages, liabilities, or costs (excluding consequential and exemplary damages) incurred by Buyer prior to DHYAN taking such action. If DHYAN elects the option set forth in clause (iii) above, DHYAN 's indemnity obligation under this contract shall be entirely fulfilled, regardless of any additional claims. Also, if DHYAN elects the option set forth in clause (iii) above, Buyer shall return to DHYAN any and all products remaining in Buyer's possession, custody or control.

8.3. DHYAN shall have no liability for any costs, losses or damages resulting from Buyer's willful acts, or any settlement or compromise incurred or made by Buyer without DHYAN 's prior written consent. DHYAN shall have no obligation to defend and no liability for any costs, losses or damages, to the extent that an infringement allegation is based upon: (i) Buyer's use of the products in combination with any other product, software or equipment. Nevertheless, if but for the products, the combination will not infringe, then DHYAN shall have obligation and liability; (ii) Buyer's use of the products in a manner or for an application other than for which they were designed or intended, regardless of whether DHYAN was aware of or had been notified of such use; (iii) ; (iv) Buyer's modifications to the products; (v) DHYAN 's compliance with Buyer's particular design, instructions or specifications; or (vi) DHYAN 's compliance with any industry or proprietary standard or Buyer's use of the products to enable implementation of any industry or proprietary standard (such claims - i.e. those set forth in (i) through (vi) above - are individually and collectively referred to herein as "Other Claims").

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8.5. THE FOREGOING STATES THE SOLE LIABILITY OF THE PARTIES FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING INTELLECTUAL PROPERTY INDEMNIFICATION TERMS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT, AND THAT IN THE ABSENCE OF SUCH TERMS, THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

9. Limitations and Damages Disclaimer:

9.1. General Limitations. IN NO EVENT SHALL DHYAN BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT OR THE USE OF THE GOODS PROVIDED HEREUNDER, REGARDLESS OF WHETHER DHYAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, ANCILLARY COSTS TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, RETESTING, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION. NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST DHYAN MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED.

9.2. Specific Limitations. IN NO EVENT SHALL DHYAN 'S AGGREGATE LIABILITY FROM ANY WARRANTY, INDEMNITY, OR OTHER OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, OR ANY USE OF ANY DHYAN PRODUCT PROVIDED HEREUNDER, EXCEED THE TOTAL AMOUNT PAID TO DHYAN FOR THE PARTICULAR UNITS SOLD UNDER THIS CONTRACT WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE PARTICULAR UNITS SOLD TO BUYER UNDER THIS CONTRACT SHALL NOT ENLARGE OR EXTEND THIS LIMIT.

9.3. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

10. Cancellations and Rescheduling:

No cancellation or rescheduling of product by Buyer within thirty (30) days of DHYAN 's estimated shipping date for such product will be accepted. Any cancellation or rescheduling of product by Buyer more than thirty (30), but less than ninety (90), days before DHYAN 's estimated shipping date for such product may result in a charge to Buyer. Such charge, if any, shall be reasonably determined by DHYAN based on factors such as whether the product was manufactured specifically for Buyer, DHYAN's ability to change its production schedule within the period of notice provided by Buyer, whether DHYAN acquired or allocated particular supplies or equipment to meet Buyer's order and such other factors as reasonably determined by DHYAN. Orders may be cancelled or rescheduled by Buyer more than ninety (90) days before DHYAN 's estimated shipping date for such product at Buyer's discretion and without charge.

11. Non-waiver of Default: In the event of any default by Buyer, DHYAN may decline to make further shipments. If DHYAN elects to continue to make shipments, DHYAN 's action shall not constitute a waiver of any such default or affect DHYAN 's legal remedies for any such default.

12. Governing Law: This contract shall be governed by and interpreted in accordance with the laws of the state of California in the United States of America, without reference to conflict-of-laws principles. If for any reason a court of competent jurisdiction finds any provision of this contract to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of this contract will continue in full force and effect. This contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, or by the Uniform Computer Information Transactions Act (UCITA). Notwithstanding the foregoing, any judgment may be enforced in any California or foreign court, and DHYAN may seek injunctive relief in any California or foreign court.

13. Export Control:

13.1. Buyer further agrees to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code acquired from DHYAN under this contract or any direct product of such technical data, software or software source code. Accordingly, Buyer shall not sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by United States of America or applicable non-United States of America

laws. Further, Buyer shall give notice of the need to comply with such laws and regulations to any person, firm or entity which it has reason to believe is obtaining any such product, technical data, software or software source code from Buyer with the intention of exportation. Each party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this contract. If government approvals cannot be obtained, DHYAN may terminate, cancel or otherwise be excused from performing any obligations it may have under this contract.

13.2. Any product export classification made by DHYAN shall be for DHYAN 's internal use only and shall not be construed as a representation or warranty regarding the proper export classification for such product or whether an export license or other documentation is required for the exportation of such product. This Section 13 shall survive termination of this contract.

14. Assignment: This contract shall not be assignable by Buyer without DHYAN 's prior written consent. Any unauthorized assignment shall be null and void.

15. Entire Agreement: This contract constitutes the entire agreement between the parties relating to the sale of the products and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No prior representations or statements relating to the sale of the products made by any DHYAN representative, which are not stated herein, shall be binding on DHYAN. No addition to or modification of any provision of this contract shall be binding upon DHYAN unless made in writing and signed by a duly authorized DHYAN representative. No course of dealing or trade usage or course of performance shall be relevant to explain or supplement any term in this contract. These terms and conditions shall prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any purchase order or other writing not expressly incorporated herein, including but not limited to data sheets, application notes and purchase order acknowledgements. The section headings contained in this contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this contract.

AGENDA BILL: G-2

AGENDA TITLE: Larry Bellamy Professional Service Contract

DATE: 8-15-2022

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____

RESOLUTION _____ OTHER _____

MOTION _____ X _____

EXPLANATION: The intent of this agreement is to utilize Mr. Bellamy's knowledge, experience and expertise as the past City of Goldendale City Administrator to assist the current administration with completing tasks that we started under his tenure.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION: Staff recommends approval

MOTION: I MOVE TO AUTHORIZE THE MAYOR TO ENTER INTO THE LARRY BELLAMY PROFESSIONAL SERVICE AGREEMENT.

Professional Service Contract

THIS AGREEMENT is entered into by and between the City of Goldendale, Washington, a municipal corporation, ("City") and Larry Bellamy, a sole proprietor, (Bellamy) to provide Administrative Support Services for the City of Goldendale.

1. **AGREEMENT:** Bellamy hereby agrees to provide City with Administrative Support Services and City agrees to compensate Bellamy for Administrative Support Services as provided below for the stated term.
2. **TERM:** This Agreement shall take effect on the 2nd day of August 2022 and expire at midnight, December 31st, 2022.
3. **TERMINATION:** City may terminate this Agreement at any time prior to its expiration upon sixty (60) days written notification to Bellamy and Bellamy may terminate this Agreement at any time prior to its termination upon sixty (60) days written notification to City. Termination by either party may be elected for any reason within the sole discretion of the termination party.
4. **COMPENSATION:** City shall pay Bellamy Eighty Dollars (\$80) per hour for services performed by Bellamy following performance of such services Bellamy shall invoice City for such payment on or before the last Monday of each month of service.
5. **SCOPE OF ADMINISTRATIVE SUPPORT SERVICES:** Bellamy shall professionally perform all customary and usual duties associated with providing Administrative Support Services for the City, including but not limited to, the following:
 - Provide Administrative Support on behalf of the City to FCS Group for the Tax increment Financing Project.
 - Provide Administrative Support on behalf of the City to FCS Group for the Water/Sewer Rate Study.
 - Keep the City Administrator, Council and the Mayor advised as to the status of 2022 Budget analysis, 2023 Budget preparation and coordinate proposals for spending State and Local Fiscal Recovery Funds (SLFRF).
 - Provide outside funding grant and loan Administration for, at least, the Byers Street Project (TIB), Site Improvements and Airport Electrical work at the Airport (State Capital Grant), WWTP improvements (Department of Ecology and Klickitat County and Shorelines Management Plan (Department of Ecology).

- Provide Park Plan Committee Support for development of a City Park Plan.
 - Provide Planning/Land Use support services for the Airport.
 - As time allows, other duties could be assigned at the discretion of the Mayor.
6. CITY RESPONSIBILITIES: The City shall provide office space to Bellamy for the purpose of meeting with staff, customers and supervisors and the City will provide a computer and other office supplies.
 7. ASSIGNMENT: Bellamy shall not assign, transfer, or subcontract this Agreement without obtaining prior written approval from the City, except as may be expressly allowed herein.
 8. TAXES AND ASSESSMENTS: Bellamy shall be solely responsible for paying all related taxes, deductions and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed as a result of the Agreement. In the event City is assessed a tax or assessment as a result of this Agreement, Bellamy shall pay the same before it becomes due.
 9. INDEPENDENT CONTRACTOR: The parties agree that Bellamy is an independent contractor with the responsibility and authority to control and direct the performance of the details of the work described herein in accordance with the terms and conditions of this Agreement. The implementation of contracted activities and the results achieved are solely the responsibility of Bellamy. No agent, employee, subcontractor, or representative of Bellamy shall be deemed to be an employee, agent, servant, or representative of the City for any purpose, and the employees, agents, subcontractors, and representatives of Bellamy shall not be entitled to any of the benefits the City provides for its employees. Bellamy shall be solely and entirely responsible for his acts and for the acts of his agents, employees, subcontractors, special deputies, or otherwise, during the performance of this Agreement.

CITY of Goldendale

Michael Cannon, Mayor

Larry Bellamy

ATTEST:

Sandy Wells, Clerk Treasurer

AGENDA BILL: G-3

AGENDA TITLE: Smart Street Light Management & Maintenance options.

DATE: 8-15-2022

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____

RESOLUTION _____ OTHER _____

MOTION _____ X _____

EXPLANATION: In 2017 the City of Goldendale purchased and installed Lumewave smart streetlights. Lumewave no longer exists making it difficult to find replacement parts and propriety software support. Dhyan Technologies can supply the city with the needed software and parts support. Dhyan has provided city two quote options for tech and parts support. The two quotes range from \$8,884.00 to \$53,380.00.

Dylan will be on zoom to explain, discuss, and answer questions regarding the quotes.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION: Staff recommends selecting one of the options. After explanation of the Options from Dylan City Council will need to determine the which option they wish to proceed with.

MOTION: I MOVE TO AUTHORIZE THE MAYOR TO ENTER INTO SUPPORT AGREEMENT WITH DHYAN *

OPTION 1 - IN THE AMOUNT OF \$8,884.00

OR

OPTION 2 – IN THE AMOUNT OF \$53,380.00

Goldendale
Washington

Date: May 26, 2022

Quote Number: 2205-085

Attention: Pat Munyan
Email: pmunyan@ci.goldendale.wa.us
Bulk Water Station - FS-43

From: Danielle Gorder
EleMech Inc.
2275 White Oak Circle
Aurora, IL 60502
Phone: (630) 499-7080 ext. 32
Fax: (630) 499-7760

Proposed Scope of Supply:

Item #	Part No.	Description	Quantity	Unit Price	Expanded Price
1	FS-43 - 2"	Bulk Water Station - Painted Galvanized Steel Enclosure with Lockable Door - Account Number and PIN code access - Hydrant Supply Connection - 2" Flow Meter and control valve - 2" Backflow Preventer - Cold Climate Package: Insulated, Heater, Drain Solenoid	1	\$29,500.00	\$29,500.00
2	Included Software	Portalogic - Station and User Management software - Remote Software Training Session - Includes Portapay for accepting credit, debit cards, and bank account transfers	1	\$0.00	\$0.00
3	Warranty & IT Support	Parts Warranty - (1) Year Software and IT Support- (2) Years Online Startup services included.	1	\$0.00	\$0.00
4	Crating	Crating is included. Shipping is charged at cost.	1	\$0.00	\$0.00
Discount available for multiple units. Prices quoted in USD.				Total	\$29,500.00

Requested Options:

Item #	Part No.	Description	Quantity	Unit Price	Expanded Price
1	Onsite Service	Onsite startup and training services, including expenses (quoted upon request)	0	\$0.00	\$0.00
2	Card Reader	Credit/Debit Card Reader	1	\$750.00	\$750.00
				Total	\$750.00
				Total from Above	\$29,500.00
				Grand Total	\$30,250.00

NOTES:

Operation Instruction:

1. Display will prompt users to log in with their established account number and PIN.
2. Water purchases will be made by using either the customer's linked online payment method (Portapay), via card reader, or via generated invoice.
3. Display will prompt user to either enter desired volume or operate manually.
4. Start and Stop buttons will control the water flow.
5. Transaction concluded when the volume is dispensed or when Stop button pressed.
6. Volume is logged to Portalogic along with date, time.

NOTES:

1. Additional panels and mounting hardware may be required based on total power requirements and location. Capacity does not include heaters, site lighting or other power consuming loads. Any additional mounting hardware that is required is not included within this scope of supply.
2. Any item not specifically listed above is not considered part of this scope of supply. Please contact our representatives listed above for further clarification.
3. Pricing is valid for (30) days from noted date and may be subject to change due to current market conditions.

Special Information and Exceptions

- Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination)
- Prices are in U.S. Dollars unless noted otherwise
- Freight is not included. Actual price of delivery will be added to final invoice.
- Price does not include installation or building modifications

Terms of Payment

Payment terms shall be as stated below or as agreed upon terms:

- 15% Project Total - Due at time of Submittal
- 85% Project Total - Due at time of Shipment
- [All Terms NET 30, All Currency USD]

Due to supply chain issues and extended delays, EleMech reserves the right for partial invoice prior to project shipment.

Submittals

EleMech will provide documentation to the customer per the following schedule:

- Drawings for approval including layouts, connection details, anchorage, and control panel
- Complete Bill of Material of all products furnished.

Shipment

EleMech will maintain the following schedule:

- Submittals 2 weeks after acceptance of a written purchase order if required.
- Equipment delivery 6-8 weeks after approved submittal or notice to proceed
- O&M manuals prior to equipment start-up.
- For any delays in delivery which are beyond EleMech's responsibility, a finance charge of 1.5% of the contract value per month will be due and payable to EleMech.

Purchase Orders-- Send, Fax or email to:

This quote can be accepted by signature with return to the email address shown below.
Dgorder@elemech.com

Acceptance of Quotation

Authorized Signature _____ Date _____

Purchase Order No. _____

EleMech Acceptance _____ Date _____



FS-72 Installation Examples



FS-72Thin - Liberty Hill, TX

- Account Number & PIN user access
- Credit/Debit Card Reader
- 3" Piping with Side and Top Filling with 2.5" Reducers
- Warm Climate Package – Ventilation



FS-72 in Napa, CA

- Account Number & PIN user access
- (2) Solenoid actuated valves for dual outlets
- 3" and 4" Side Fill Line
- Cellular Modem, Cloud Hosted
- Enclosure Mounted Solar Panels



FS-72 - North Liberty, IN

- Account Number & PIN user access
- Credit/Debit Card Reader
- Cold Climate Package – Enclosed Heater, Insulation, Drain Solenoid
- 3" Side Fill Line
- Wifi Communication Antennas



SPOKANE WATER DIVISION
ABBOTT ROAD
BOOSTER STATION
CONSTRUCTED 1964



CONTACT US

- **EleMech, Inc,**
- 2275 White Oak Circle
- Aurora, IL 60502
- **Phone:** 630.499.7080
- **Fax:** 630.499.7760
- **Hours:**
- Monday-Friday
- 8:00am – 4:30pm CST



PORTALOGIC A PRODUCT OF ELEMech, INC.

MANAGEMENT SOFTWARE

Receiving waste into your facility or dispensing water out to haulers can be filled with challenges. It can become clogged by data entry, or slowed by monitoring hauler loads—and tracking accounts and billing can be time-consuming. Portalogic is the solution you need.

Portalogic management software was built by EleMech, Inc., and pairs with our automated stations to help facilities like yours manage water and waste responsibly while decreasing costs. Since 1987, facilities have looked to EleMech for custom solutions that meet their unique needs. Partner with us and find your solution.

Minimum System Requirements

OPERATING SYSTEM

- Windows 7 or later/Windows Server 2008 R2 or later
- Microsoft .NET Framework 4.6
- Microsoft ASP .NET 4.0
- Windows Internet Information Services (IIS) Feature
- Microsoft SQL Server 2008 R2 or later

CPU

Intel Core i5, 2 GHz

RAM

4 GB

HARD DRIVE

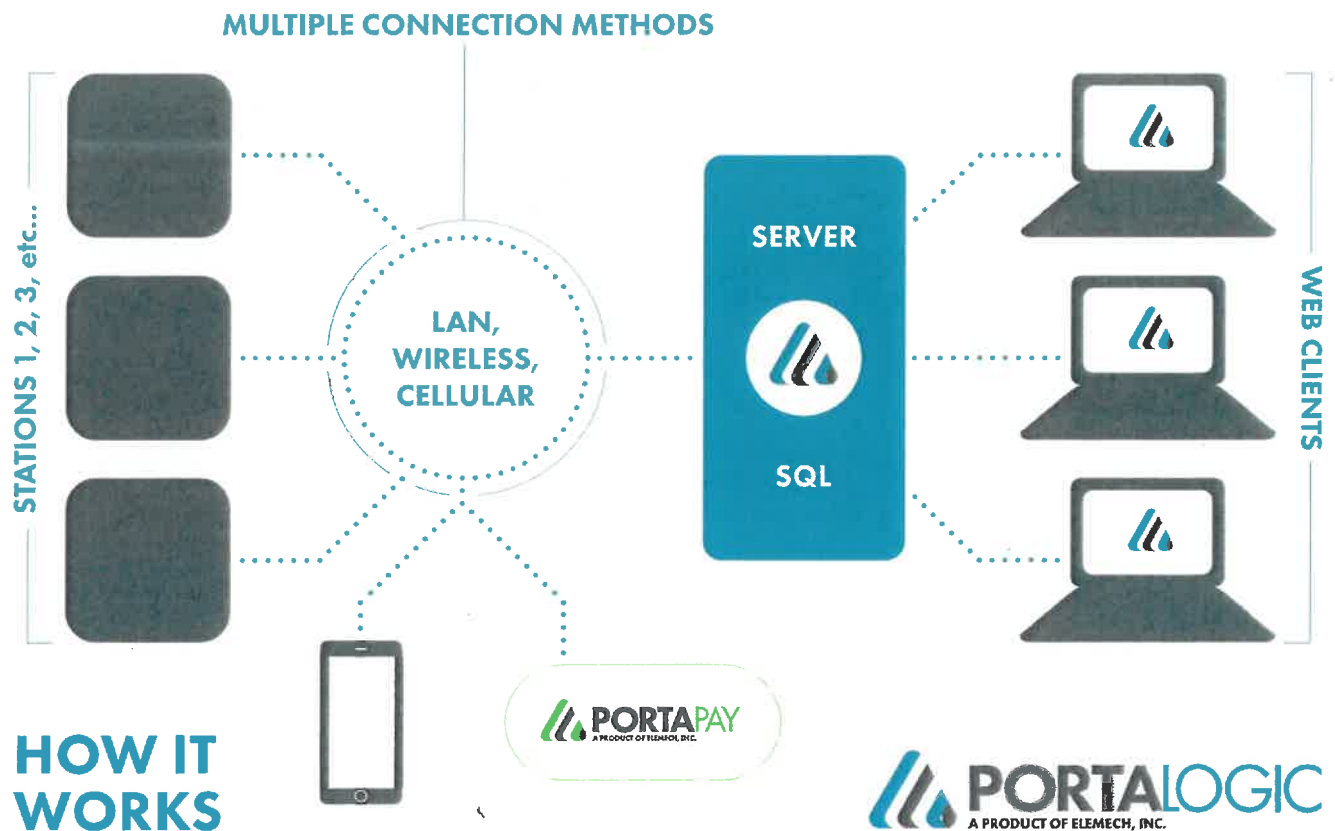
15 GB free space

NETWORK

1 Gbps/100 Mbps Ethernet Connection

CLOUD

(if used) Public Static IP Address and 10 Mbps or higher internet bandwidth



SOFTWARE FOR WATER AND WASTE

Portalogic seamlessly communicates with Portalogic water or waste stations. It manages waste receiving and water dispensing through automated record keeping and reporting. Users can see when a truck is connected, what customer is using the station, the volume, cost, and more.

Installation

Portalogic management software can be installed on any number of the facility's PCs. An EleMech Technical Specialist will help you with the software installation over the phone and provide an introductory software webinar.

Warranty

Management software updates and phone support is provided for two years from date of shipment.

Specifications

DATA COLLECTED	Stores customer, truck, date, time, receipt number, volume, cost, balance, water/waste type, pH, alarms, and more
DATA STORAGE	Data is automatically uploaded into a secure SQL database. Database is easily backed-up and restored
USERS	Unlimited number of software users
INTEGRATION	Manage multiple Portalogic Water and Waste Stations at separate locations with one centralized database
REPORTS	Preformatted reports can be exported as PDF, Excel document or data can be easily imported into accounting software
NETWORKING	Ethernet or cell modem provides real-time access to data

For more information about Portalogic, please visit www.portalogic.info, or contact an EleMech engineer at:

EleMech, Inc. | 2275 White Oak Circle, Aurora, IL 60502 | 630-499-7080 | elemechinc.com

Portallogic Fill Stations

PRODUCT MODEL OVERVIEW



Product Overview



Portalogic products provide facility administrators the means to dispense and sell bulk water responsibly. Since 2000, facilities have trusted us to build stations that meet their unique needs.

Portalogic Fill Station Models and integrated software offer a simple, streamlined solution for bulk water filling and operations management. FS Models are customizable and can be designed to interface with your existing infrastructure. They combine the security of a steel panel enclosure with the technology of integrated equipment and software to increase accountability between haulers and stations.

Portalogic fill stations prevent the threat of water contamination, misuse of fire hydrants, and allow the convenience of 24/7 accessibility. Built-in features allow user access, simplified payment, and accurate metering. EleMech's goal is to assist you in identifying the FS best suited to your needs, enabling you to improve operations, reduce costs, and increase benefits to customers.



Product Features



Secure Hauler Access

A facility assigned access code and PIN permits haulers in good standing to use the station.



Durable & Tamper-Proof

HD metal plate enclosure with lockable doors secure the equipment.



Simple to Use

Guided step-by-step instruction allow users to a dispense water without supervision.



Automated Records

Date/time, customer, volume, cost and more are instantly recorded to server and sent to user email after each transaction.



Temperature Controlled

Climate controlled options available. Portallogic stations function reliably in extreme conditions.



Integration

Stations can be customizable to integrate with existing equipment such as flow meters and valves.



Fill Point Options

Multiple fill point options are available and can be selected to direct water flow to the connected outlet.



Payment & Access Options

Use Portapay portal to add funds automatically. Many options available to make selling water effortless and profitable.

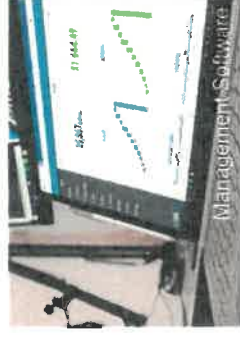


Portallogic Management Software

View graphs of station revenue and totals in real-time from smart phone or office. Features make user and station management a breeze.



Multiple Payment Options



Management Software



Sunlight Visible Display



Over-Hydrant Connection Option



Secure Enclosure

Station Operation: 3 Simple Steps To Get Water



[Click to play instructional video](#)

STEP 1

Use Keypad to Enter access code and PIN

STEP 2

Select AUTO or MANUAL fill mode

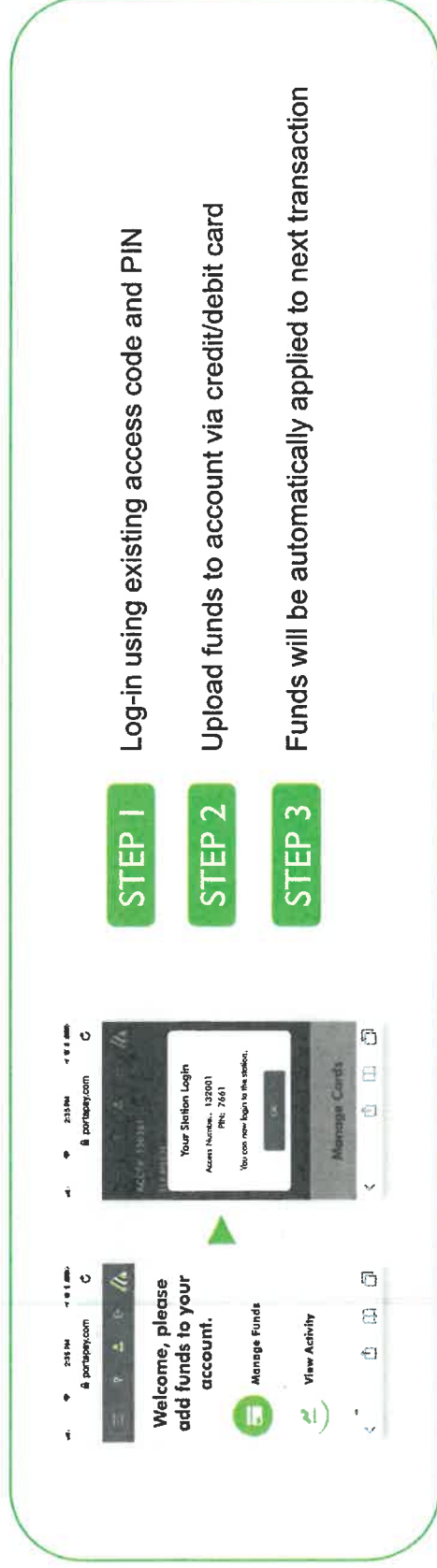
STEP 3

Press STOP to manually end transaction. If AUTO mode, flow will stop and transaction ends automatically.

Notes:

- All registered users are assigned Access Codes and PINs
 - Receipt of transaction is automatically recorded and emailed to user.
 - Payment is completed automatically using online account.
- Additional payment methods are available.

Portapay: 3 Simple Steps for Online Payments



- ✓ Simple, web-based platform
- ✓ Customers can self-manage funds via their personal device
- ✓ Instant fund transfer allows for 24/7 unattended station access
- ✓ Transactions are encrypted and secure

* Portapay service is included with Portalogic! Simply activate Portapay from your Portalogic software and send invites to your haulers.
** Additional payment methods (credit/debit cards, bills, and coins) can be added upon request



Portalogic Fill Stations



FS-10



Our smallest model, the FS-10 is a basic controller for retrofitting a station with a pre-existing enclosure. The station is constructed with painted steel, is outdoor rated, and resembles a surface mounted plate which can be installed to any external wall.

FS-20



The FS-20 is ideal for locations that want a smart controller equipped with a stainless steel enclosure to retrofit their preexisting system of backflow preventer(s) and valves. The external enclosure includes a lockable door for added security and weather resistance.

FS-22



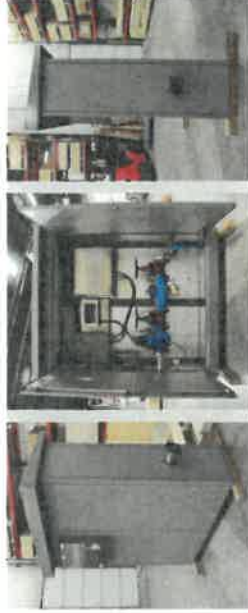
The FS-22 is ideal for reuse water and for locations that require a metered valve but not necessarily a backflow preventer. The FS-22 is freestanding and consists of the FS-20 model and a stainless steel enclosure to house additional valves.

FS-43



The FS-43 is a secure, over-hydrant enclosure and contains a backflow preventer, metered valve, and automatic drainage. This model is compatible with 2"-3" water supply pipes and a solar panel can be attached directly to the roof of the painted steel enclosure.

FS-63



The FS-63 has all the features of the FS-43, including the ability to include multiple fill outlets and an attached solar panel, but is built with a larger painted steel enclosure to house additional piping such as strainers and pressure reducing valves.

FS-72



The FS-72 has all the features of the FS-43 and 63 models and additionally allows for greater customization for fill outlets (ie a bottom and overhead fill) for hauler trucks. It is compatible with up to 4" water supply pipes.

Water Fill Station Models



STATION REQUIREMENTS		FS-10	FS-20	FS-22	FS-48	FS-63	FS-72
Base Price		RFQ	RFQ	RFQ	RFQ	RFQ	RFQ
Enclosure Size		15.75" L, 19.5" H	24" L, 14" W, 24" H	24" L, 24" W, 68" H	48" L, 36" W, 75" H	66" L, 36" W, 75" H	82" L, 51.5" W, 67.5" H
Enclosure Style		Wall Mounted	Wall Mounted	Freestanding	Freestanding, Walk-in	Freestanding, Walk-in	Freestanding, Walk-in
Steel Type		Painted Steel	Stainless 304SS included (316SS optional)	Stainless 304SS included (316SS optional)	Painted Galvanized Steel (316SS optional)	Painted Galvanized Steel (316SS optional)	Painted Galvanized Steel (Stainless 304SS or 316SS optional)
Retrofitting Existing System	✓	✓	✓		✓	✓	✓
Over-hydrant Connection							
Water Outlet Size				2" - 4"	2"	2" - 3"	2 - 4"
Backflow Prevention					✓	✓	✓
Automatic Drainage					✓	✓	✓
Portalogic Management Software			✓	✓	✓	✓	✓
Portapay Online Payments			✓	✓	✓	✓	✓
OPTIONS*		✓	✓	✓	✓	✓	✓
Solar Powered	Stations can be powered by solar energy for remote installations						
Cold Climate Package	Heaters, insulation, and heat tracing can be added to protect the station in cold climates						
Hot Climate Package	Air conditioners and sunshields can be added to protect the station in hot climates						
Cellular Modem	Configurable with cellular connection						
Cloud Hosting	Cloud hosting options also available						
Receipt Printer	Durable non-jamming paper receipt dispenser for haulers						
Alternative Payment Options	Configurable to accept credit/debit cards, bills, and coins						
Multiple Fill Points	All models configurable with multiple fill points						
Additional Piping	Addition of strainers and/or pressure reducing valves (available for the FS-63 and 72 models only)						

*All optionally can be included for an additional cost

Why Incorporate a Management Software?



Portallogic Software Streamlines Your Current Processes



WATER METERING



RECORD KEEPING & INVOICING



MAINTENANCE & OPERATIONAL OVERSIGHT



CURRENT PROCESS

Manually recorded transaction details 'honor system' and frequent gallon cheating. A difference in what is recorded versus actual distribution can mean tens of thousands of dollars per month in lost revenue.

Transactions manually transcribed, tracked, and invoiced; Invoices processed manually with no detailed history of records.

Manual maintenance of multiple stations, providing in-person support and troubleshooting for users.

PROCESS USING SOFTWARE

Accurate metering of volume output and capture of customer data for every transaction. Automatic storage of data that can be accessed remotely in real time via your smartphone, tablet, or computer.

Completely automated process from hauler station access to receipt of funds with the ability to efficiently invoice customers and reference past records.

Remote control and monitoring of stations in real time:

- 24/7 remote user access
- Allow authorized haulers into your facility or deny access as needed
- Receive notifications and respond remotely

*Portallogic software is included with every Fill Station. There are no software licensing costs or hidden fees-- software can support an unlimited number of transactions and user accounts. Any future updates made to software are complimentary, and software support is included for 2yrs after FS purchase.



Proven Return on Investment as Told By Our Customers:



Customer Feedback



Accurate **WATER METERING** can mean thousands of dollars in reclaimed revenue. Portalogic helped one client reclaim thousands of \$ in revenue per month:

"40,000 gallons were manually recorded by haulers on a station clipboard; Actual total usage for that month was 1.8 million gallons."



Automated **RECORD KEEPING & INVOICING** means less time spent managing customer transactions.

"By using Portapay, 20-40% of customers will switch to online payments, reducing our staff's effort to manually collect and exchange \$18,750 in quarters (937lbs!) every month."



MAINTENANCE & OPERATIONAL OVERSIGHT is enabled via remote monitoring and real-time response;

"Billing and collections went uninterrupted during COVID due to our self managing system, even with buildings and offices closed."

"Portalogic stations pay for themselves in a matter of months."



Cheaper competitor offerings meet short term budgets but not long term goals



Frequently Asked Questions



Are there any additional licensing costs or fees?

- We try to keep things simple – by purchasing any FS you receive: the station, software, one year parts warranty, and two years support (for both the station and software). There are no additional licensing costs or fees for Portalogic software.

How does the software work and what do we need to set it up?

- If you are interested in previewing our software, we can host a demo for you and your team free of charge.
- Software installation and a remote training session is included with every purchase. Trainings which require travelling to the customer site will be billed at cost.
- An internet connection (hard wired or via a cellular modem) is highly recommended at the physical FS site. Additional operating system and network requirements can be provided upon request. See page 11 for more details.

How do I set up user accounts?

- Our support team will assist you with migrating your existing customers to the new system. Training will also be provided so that software admin can easily create new user accounts.

How do I use the software to charge clients and complete sales?

- When using a payment terminal directly at the FS site (credit/debit/coin) - payment will be processed automatically
- When only entering access code and PIN into station - transaction details are captured via software in real time. Station admin can then utilize the 'customer statements' functionality to generate a complete invoice to assist in billing customers.
- When using 'Portapay' functionality - customers preload funds to their account. Funds are automatically applied at the time of the transaction.

What is the difference between 'Cloud Hosting' and local software installation?

- We recommend the Cloud Hosting option for software installation as it streamlines future support efforts and enables our team to more quickly address IT issues. Cloud Hosting is an additional cost of \$1600/year. Local software installation is included, but will require us to work with your site's IT team in order to gain access to the system.

My site has specific requirements not included in your standard models, can FS models be customized?

- All FS models are customizable and can be built to facilitate multiple payment options, function under extreme temperatures, and be configured to fit infrastructure needs (fill point location, size, type, etc).



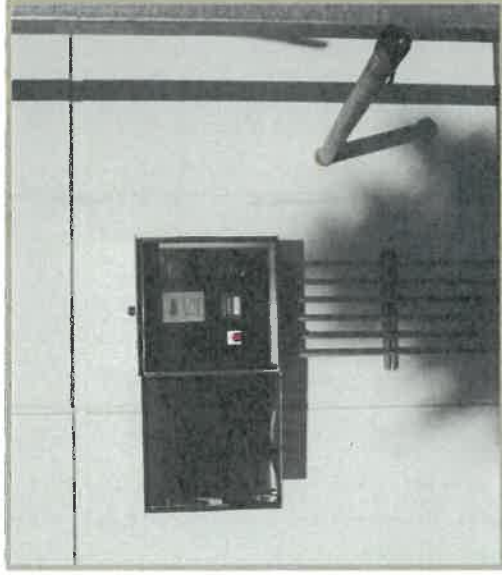
Setting up your Internet Connection – Recommended Options



Cloud Hosted Software		Cost
	Hard-wired internet connection to FS	\$1600/yr + Install by Owner
	Cellular Modem in FS	\$875 to supply Cellular Modem; Sim Card & monthly data cost covered by Owner
Locally Hosted Software		Cost
	Hard-wired connection from Local PC to FS	Install by Owner
	Wifi antennas from Local PC to FS	Antennas + Install by Owner
	Hard wired internet at FS site w/ VPN tunnel to Local PC	Install by Owner



FS-20 Installation Examples



FS-20 - Faribault, MN

- Keypad and RFID user access
- RFID cards provided
- Credit/Debit Card Reader
- Receipt Printer
- 2" Bottom/Side Fill Point



FS-20 - Austin, MN

- Account Number & PIN user access
- 2" Overhead Fill Arm



FS-20 - Valparaiso, IN

- Account Number & PIN user access
- Credit/Debit Card Reader
- Bill Acceptor
- Portapay Online Payments
- 2" Bottom/Side Fill Point

FS-22 Installation Examples



FS-22 - Dripping Springs, TX

- Account Number & PIN user access
- Receipt Printer
- 3" Flanged Connection



FS-22 - Gail, TX

- Account Number & PIN user access
- 2" Overhead Fill Arm
- Automatic Drain



FS-22 - Port Orchard, WA

- Account Number & PIN user access
- 3" Side Outlet
- 304 Stainless Steel Sunshield



FS-63 Installation Examples



FS-63 - Little Rock Creek, CA

- Account Number & PIN user access
- 304 Stainless Steel
- Drain Solenoid
- 3" Side Fill Line
- Wifi Communication Antennas



FS-63 - Wauwatosa, WI

- Account Number & PIN user access
- 316 Stainless Steel
- Cold Climate Package – Enclosed Heater, Thermostat
- Low temperature alarm and email indication
- Interior and exterior LED lights
- 3" Side Fill Line



FS-63 in Newtown, PA

- Account Number & PIN user access
- Credit Card Reader
- Cold Climate Package – Enclosed Heater, Thermostat, Fan
- 3" Side Fill Line
- Cellular Modem

