



CITY COUNCIL AGENDA

July 28, 2025

7:00 p.m.

1. **APPROVAL OF THE AGENDA**
2. **PUBLIC HEARING** – Mid-Biennial Budget
3. **COMMUNICATIONS** – Introduction of new Assistant Fire Chief – Nicklaus Falley
4. **COMMUNICATIONS** – Fire Engineer Promotion – Zakary McDougall
5. **PUBLIC COMMENT:** *This is the time for anyone wishing to speak before the council in relation to items on the agenda to do so, state your name and address before your comment. Comments may also be emailed to knielsen@cityofhoquiam.com by Monday, July 28, 2025, at 10:00 AM. Written comments must include your name and address and will be summarized at the meeting but will be documented in the minutes in their entirety. PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.*
6. **CONSENT AGENDA**
 - a. Council Minutes of July 14, 2025
 - b. Claims & Payroll
7. **COUNCIL ACTION/DISCUSSION**
 - a. **COMMITTEE REPORTS**
 - b. **OFFICERS REPORTS**
 1. K Street Emergency Generator Purchase July 2025
 - c. **MAYORS REPORTS**
 - d. **COUNCIL REPORTS**
8. **LEGAL BUSINESS**
 - a. **ORDINANCES**
 1. Gas Codes 2025
 2. International Energy Conservation Code 2021
 3. International Plumbing Code 2021
 4. International Fire Code 2021
 5. International Mechanical Code 2021
 6. International Building Code 2021
 - b. **RESOLUTIONS**
 - c. **OTHER LEGAL**
 1. Fire Department L&I Grant
9. **OLD BUSINESS**
 1. Council Retreat Confirmation
10. **NEW BUSINESS**
11. **SECOND PUBLIC COMMENT:** *This is the time for anyone wishing to speak before the council may do so, state your name and address before your comment. Comments may also be emailed to knielsen@cityofhoquiam.com by Monday, July 28, 2025, at 10:00 AM. Written comments must include your name and address and will be summarized at the meeting but will be documented in the minutes in their entirety. PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.*
12. **EXECUTIVE SESSION** (Per RCW 42.30.110)
13. **ADJOURN**

Regulatory Meeting at 6:00 PM – In Person Only

Council Meeting at 7:00 PM – attendance in person or remote live stream – this meeting will be recorded and will be live streaming at <https://us02web.zoom.us/j/82487186433>.



CITY OF HOQUIAM

July 14, 2025

City Council Meeting Minutes

CALL TO ORDER

Mayor Winkelman called the meeting to order at 7:00 p.m. Councilmember Anderson led the flag salute.

ROLL CALL

Those in attendance at the meeting were Mayor Winkelman and Councilmembers Anderson, Brooks, Carlstrom, Gillis, Hinchin, Larsen, Pauley, Puvogel, Reid, Smith and Thornton. Absent from the Council Meeting were Councilmember Nelson.

Staff in attendance were Police Chief Joe Strong, Fire Chief Matt Miller, City Attorney Steve Johnson, City Administrator Brian Shay, Finance Director Corri Schmid and Council Secretary Kayla Nielsen.

APPROVAL OF THE AGENDA

Councilmember Brooks moved to accept the agenda. Councilmember Puvogel supported. Passed by voice vote.

COMMUNICATION

Retirement – Candi Wertanen
Retirement - James Gaddis
Promotion - Sgt. Jarrod Figg

Chief Joe Strong spoke highly of each of his employees. Enjoy retirement Candi & Gaddis. Congrats Sgt Figg.

MYTown Coalition

Tanya Bowers presented the Hoquiam Hero award to Ellie Winkelman.

PUBLIC COMMENT

No Public Comment Presented.

CONSENT AGENDA

Council Minutes of June 23, 2025

Councilmember Brooks moved to approve Council Minutes of June 23, 2025. His motion was seconded by Councilmember Puvogel and passed by voice vote.

US Department of Veterans Affairs – Veterans Benefits

Councilmember Brooks moved to approve the US Department of Veterans Affairs. His motion was seconded by Councilmember Puvogel and passed by voice vote.

Teamsters – Assumption of the previous police union contract

Councilmember Brooks moved to approve the Teamsters assumption of the previous police union contract. His motion



CITY OF HOQUIAM

July 14, 2025

City Council Meeting Minutes

COUNCIL ACTION/DISCUSSION

Committee Reports

was seconded by Councilmember Puvogel and passed by voice vote.

No Committee Reports presented.

Officers Reports

Court Clerk – Cash Till
Balance Increase Request

Staff ask that the Council increase the courts cash drawer to \$200 from \$100, so that each clerk has their own till of \$100.

Councilmember Puvogel moved to approve this increase. His motion was seconded by Councilmember Pauley. Passed by voice vote.

Mayors Reports

Proclamation – MG Eldon A
Bargewell Weekend

Mayor Winkelman read a Proclamation dedicating July 11-12, 2025, to MG Eldon A Bargewell.

Business Cards

Councilmembers received their business cards, please use them. Remember your city email is on the business card, so check your city email frequently. If you are still having issues, please see Corri Schmid or Kayla Nielsen.

K Street Sewer & Storm
Water Pump Station

K Street Sewer and Storm Water Pump Station will have bidding by the end of this year.

NSLW

NSLW will get bidding by the end of the year.

Emerson Bike Path

This will be discussed at the Council Retreat. Still working with DOT and Grants.

Gable Park Bike Trails

They applied for a Grant last month.

Cemetery Timber Harvest

Harvesting will start this month. Any profit from the harvest will go to the cemetery.

Police Ride Along

Mayor Winkelman encourages all Councilmembers to go on a ride along with a police officer.



CITY OF HOQUIAM

July 14, 2025

City Council Meeting Minutes

City Hall Fountain	A proposal for the water fountain in front of city hall will be presented at the Council Retreat.
Council Reports Councilmember Puvogel	Councilmember Puvogel has seen a lot of rehabs being done to housing – it is very encouraging. Councilmember Puvogel enjoyed seeing the flags in their new locations along the roadways.
LEGAL BUSINESS	
Ordinances	No Ordinances Presented.
Resolutions	No Resolution Presented.
Other Legal Department of Corrections – Jail Contract K9555 Amendment No 9.	This amendment extends the term of the contract and increases the per diem rate of compensation. Councilmember Puvogel moved to approve this amendment, and his motion was seconded by Councilmember Pauley. This was passed by voice vote.
OLD BUSINESS Housing Moratorium	Councilmember Smith asked for an update on the Housing Moratorium. Brian Shay stated that it is still in place and is at the planning commission.
Fireworks	Councilmember Thornton asked if the City passed an Ordinance for disallowing fireworks if there is a burn ban. Brian Shay stated no.
NEW BUSINESS Public Hearing – Mid Biennial Budget Review	Councilmember Puvogel moved to schedule a public hearing for the Mid Biennial budget Review for July 28, 2025, at 7:00 p.m. in the Council Chamber. Councilmember Pauley supported this public hearing and was passed by voice vote.
Councilmember Absences	Councilmember Puvogel moved to excuse the absence of Councilmember Nelson. Councilmember Pauley seconded and passed by voice vote.



CITY OF HOQUIAM

July 14, 2025

City Council Meeting Minutes

National Night Out

Councilmember Smith wanted to remind everyone of National Night out on August 5th. More information to come.

SECOND PUBLIC COMMENT

Tracy Brumley – Eklund Ave.

Tracy spoke on an abandoned house in the neighborhood that she would like to see get demolished.

EXECUTIVE SESSION

No Executive Session held.

ADJOURN

Councilmember Puvogel moved to adjourn the meeting at 7:36 p.m. and his motion was seconded by Councilmember Smith and passed by voice vote.

BEN WINKELMAN – Mayor

KAYLA NIELSEN – City Council Secretary

REPORT OF COMMITTEE

Date: July 28, 2025

To the Honorable Mayor and City Council of the City of Hoquiam

We hereby recommend approval of the following:

Claims Check Numbers - Correction to Check Numbers- June	<u>105413</u>	through	<u>105761</u>	N/A
Claims Check Numbers	<u>105762</u>	through	<u>105948</u>	<u>\$1,240,999.13</u>
Claims Auto Pays & EFTs	<u>785</u>	through	<u>791</u>	<u>\$167,903.92</u>
Payroll Check Numbers	<u>31193</u>	through	<u>312223</u>	<u>\$222,662.01</u>
Payroll Payments via ACH				<u>\$558,791.92</u>
Payroll Payments via EFT - for Taxes, Deferred Comp & Pension				<u>\$305,843.84</u>

Payroll and benefits for the hours worked in July be approved and issued at the proper time.



Office of the City Administrator
CITY OF HOQUIAM

609 – 8th Street, Hoquiam, WA 98550
(360) 538-3983 – FAX (360) 538-0938
Email: bshay@cityofhoquiam.com

Report From Officer

DATE: July 23, 2025
TO: Mayor Ben Winkelman and Council Members
FROM: Brian Shay, City Administrator
SUBJECT: K Street Sewer and Storm Water Pump Station Generator Purchase

The City of Hoquiam has received the attached quote from the Sourcewell contract to purchase a new emergency generator to power the K Street Sewer and Stormwater Pumpstation. The current generator is at the end of its useful life and needs to be replaced prior to a catastrophic failure.

This purchase will be paid for with the grant and loan funding we have received from the Department of Ecology to fully renovate the pumpstation. As we have done on previous pumpstation projects, we intend to order the generator, pumps and motors in advance of the construction because they can take 6 months or more to deliver. The construction will be bid by the end of the year with the work planned for the spring/summer of 2026.

Recommendation:

Staff recommends that the Council authorize the purchase of an emergency generator from the Sourcewell contract totaling \$141,191 plus Washington State sales tax.



July 22, 2025

Prepared by

Will Jameson
Inside Sales Representative- PG
(971) 291-2228
lg883@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	Sourcwell Pricing per Contract # 092222-CMM	1
2	DFEJ Commercial Diesel Generator Set, 450kW Standby 60Hz Outside of U.S. and E.U Application Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency Listing - UL 2200 Cert - Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011 Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator-60Hz, 12 Lead, Extended Range, 125/105C Aluminum Weather Protective Enclosure, with Exhaust System Enclosure Color-Sandstone, Aluminum Wind Rating-150 MPH, Aluminum Housing Fuel Tank - Sub Base, 850 Gallon, UL142 Compliant Compliance - Fuel Tank, Michigan Listing, ULC-S601-07 Alarm - High Fuel Level, External with OFPV Override Fuel Water Separator Spill/Fill Box-Fuel with OFPV Vent Extension - Fuel Tank, 5 Inch Diameter Control Mounting - Left Facing PowerCommand 2.3 Controller LCD Control Display Relays - Genset Status, User Configured Alarm - Audible, Engine Shutdown Signals - Auxiliary, 8 Inputs/8 Outputs Relay - Alarm Shutdown Control Display Language - English Circuit Breaker or Entrance Box or Terminal Box - Right Only Circuit Breaker or Entrance Box or Terminal Box, Left - None Circuit Breaker - 600A, Right Circuit Breaker on Right side, 3 - Pole, UL 600, IEC 690, 100% Circuit Breaker or Entrance Box or Terminal Box, Left - None Circuit Breaker or Entrance Box - Bottom Entry,Right Side Engine Exhaust Connection - None Engine Air Cleaner - Normal Duty External Battery Charger - 12 Amp, Regulated	1



	Engine Cooling - Radiator, 40C Ambient Shutdown - Low Coolant Level Coolant Heater - 208/240/480 Volts AC, 40F Minimum Ambient Temperature Standby 5 Year 2500 Hour Parts+Labor+Travel Literature - English Packing - None, Base Mounted Housing	
3	(Ship Loose) PC Lon Gateway, Lon Modbus, Lon Modbus/TCP Gateway A054V134	1
4	OTECSEC, OTEC Service Entrance Transfer Switch-Electronic Control: 600A Listing - UL 1008 IBC Seismic Certification Application - Utility to Genset Cabinet - Type 1 Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Genset Starting Battery - 24V DC Voltage - 480 Volts AC PC40 Control Auxiliary Relay - Switch in Emergency Position - 24 Volts DC Auxiliary Relay - Switch In Normal Position - 24 Volts DC Interface - Communications Network, MODBUS RTU Module Transfer Switch Warranty - 5 Year Comprehensive	1
5	Factory direct delivery, off-loading by others. No additional storage, handling or rerouting included.	1
6	Startup & System Testing, 2hr Load Bank Test, Building Transfer, Install Batteries, Training During Startup Visit, 1 Day.	1
7	Battery Group 34	4

TOTAL: \$141,191.00

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

COVID 19 SUPPLEMENTAL STATEMENT

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION

The products in this quotation identified as meeting the requirements of the 2009 IBC have been certified by their respective manufacturers via a combination of analytical testing and shaker table testing. Not all products have been shaker table tested.



OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD)

OSHPD seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHPD applications.

SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS

Cummins generators are equipped with the manufacturer's recommended circuit breaker. Information regarding this device can be supplied upon request. This quotation is not valid if any changes to this circuit breaker(s) is required to coordinate with other devices in the electrical distribution system. If changes are required, the customer must provide a copy of the coordination study listing the manufacturer's part number of the disconnect device to be supplied with the generator and a revised quotation will be issued.

TRANSFER SWITCH WITHSTAND AND CLOSE RATINGS

Transfer switch(es), if included in this quotation, require a withstand and closing rating (WCR) capable of meeting the available upstream fault current (kAIC). The WCR may be based on a specific breaker rating or a time-based rating, and it is the responsibility of a qualified facility designer or engineer to verify compatibility. In the event that the proposed transfer switch(es) are not compatible, the transfer switch(es) will need to be re-quoted to ensure compatibility. A full listing of the WCR can be provided upon request and will be included as part of the submittal package.

CUMMINS STANDARD EXCLUSIONS

Exhaust System

All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

Fuel System

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator, storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

Cooling System

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.

Electrical

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal. Mounting

Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

Electrical Testing

Not limited to International Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

Environmental Testing

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction

(AHJ), including acoustical.

Programming



All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

Documentation

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

Miscellaneous

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

Design

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

Taxes and Permit

Any applicable sales tax, permits, fees, licenses.

Bonds

Any bid bond, payment or performance bond or other type of bond.

All items listed above are excluded and will only be supplied by Cummins if agreed upon, in writing, by a sales representative for Cummins.

NOTES:

No Specification or Drawings Considered in This Proposal. This Budget is Based on an Email Request & Sizing Report

LEAD TIME:

Submittals:

Typical submittal lead time is 2 - 4 weeks after receipt of purchase order.

Equipment:

Current lead-time is 21 - 22 weeks on the gen & about 17 weeks on ATS after submittal approval and release for production.



**Project: City of Hoquiam K Street
Pump Station - Sourcewell**

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

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TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. The purchase of Equipment is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Equipment if delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right to invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed one hundred twenty (120) days from the agreed upon delivery date, unless otherwise agreed by Cummins in writing. A storage fee of two thousand five hundred dollars (\$2,500.00) or two percent (2%) of the total quoted amount, whichever is greater, shall be assessed for any Equipment whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond one hundred twenty (120) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Equipment in accordance with applicable abandonment laws, and/or (ii) make the Equipment available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies,



equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, after receipt of a purchase order for a generator already on order with the factory, or after Cummins is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the



scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.



16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.



- 22. ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
- 23. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.
- 24. PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.
- 25. TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.
- 26. MISCELLANEOUS.** Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.
- 27. COMPLIANCE.** Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.



28. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

ORDINANCE NO. 2025 – ____

AN ORDINANCE Relating to building regulations; adopting the “National Fuel Gas Code, 2021 Edition,” the “Liquefied Petroleum Gas Code, 2021 Edition” and the International Fuel Gas Code, 2021 Edition;” amending Section 2.17.010 of the Hoquiam Municipal Code; amending Section 2.17.020 of the Hoquiam Municipal Code; amending Section 2.17.030 of the Hoquiam Municipal Code; and establishing an effective date.

**THE CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON, DO
ORDAIN AS FOLLOWS:**

SECTION 1. Section 2.17.010 of the Hoquiam Municipal Code is amended to read as follows:

2.17.010 National Fuel Gas Code Adopted.

The National Fuel Gas Code, ~~2009~~ 2021 Edition (ANSI Z223.1/NFPA 54), as adopted by the State Building Code Council in Chapter 51-52 WAC, as published by NFPA, is adopted, incorporated by reference and made a part of this chapter by reference. One copy of the National Fuel Gas Code, ~~2009~~ 2021 Edition, shall be maintained at City Hall for use and examination by the public. The provisions of the National Fuel Gas Code shall apply to the installation of all materials and equipment utilizing liquid propane gas.

SECTION 2. Section 2.17.020 of the Hoquiam Municipal Code is amended to read as follows:

2.17.020 Liquefied Petroleum Gas Code adopted.

The Liquefied Petroleum Gas Code, ~~2008~~ 2021 Edition (NFPA 58) as adopted by the State Building Code Council in Chapter 51-52 WAC, as published by NFPA, is adopted, incorporated by reference and made a part of this chapter by reference. One copy of the Liquefied Petroleum Gas Code, ~~2008~~ 2021 Edition, shall be maintained at City Hall for use and examination by the public. The provisions of the Liquefied Petroleum Gas Code shall apply to the installation of all materials and equipment utilizing liquid propane gas.

SECTION 3. Section 2.17.030 of the Hoquiam Municipal Code is amended to read as follows:

2.17.030 International Fuel Gas Code adopted.

The ~~2009~~ 2021 Edition of the International Fuel Gas Code, as adopted by the State Building Code Council in Chapter 51-52 WAC, as published by the International Code Council, is adopted, incorporated by reference and made a part of this chapter by reference. One copy of the International Fuel Gas Code 2021 edition shall be maintained at City Hall for use and examination by the public. The provisions of the International Fuel Gas Code shall apply to the installation of all materials and equipment utilizing natural gas

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect on August 1, 2025.

ADOPTED by the Mayor and City Council on July 28, 2025.

BEN WINKELMAN – Mayor_

ATTEST:

CORRINE SCHMID – Finance Director

PUBLISHED:

ORDINANCE NO. 2025 – _____

AN ORDINANCE relating to building regulations; adopting the “International Energy Conservation Code,” 2021 Edition; amending Section 2.38.010 of the Hoquiam Municipal Code; and establishing an effective date.

THE CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON DO ORDAIN AS FOLLOWS:

SECTION 1. Section 2.38.010 of the Hoquiam Municipal Code is amended to read as follows:

2.10.010 International Energy Conservation Code Adopted.

The International Energy Conservation Code, Residential Provisions, ~~2015~~ 2021 Edition, with statewide amendments as written by the Washington State Building Code Council and filed as Chapter 51-11R WAC, is adopted, incorporated and made a part of this chapter by reference. One copy of the International Energy Conservation Code, Residential Provisions, ~~2015~~ 2021 Edition, shall be maintained at City Hall for use and examination by the public.

The International Energy Conservation Code, Commercial Provisions, ~~2015~~ 2018 Edition, as amended and adopted by the Washington State Building Code Council and filed under Chapter 51-11C WAC as the Washington State Energy Code, Commercial Provisions, is adopted, incorporated and made a part of this chapter by reference. One copy of the Washington State Energy Code, Commercial Provisions, shall be maintained at City Hall for use and examination by the public

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect on August 1, 2025.

ADOPTED by the Mayor and City Council on July 28, 2025

BEN WINKELMAN – MAYOR

ATTEST:

CORRINE SCHMID – FINANCE DIRECTOR

PUBLISHED:

ORDINANCE NO. 2025 – _____

AN ORDINANCE relating to building regulations; adopting the “Uniform Plumbing Code,” 2021 Edition; amending Section 2.16.010 of the Hoquiam Municipal Code; and establishing an effective date.

THE CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON DO ORDAIN AS FOLLOWS:

SECTION 1. Section 2.16.010 of the Hoquiam Municipal Code is amended to read as follows:

2.16.010 Uniform Plumbing Code adopted —~~Exceptions.~~

The ~~2015~~ **2021** Edition of the Uniform Plumbing Code, including Appendices A, B, and I, ~~except Chapters 12 (fuel piping) and 14 and those requirements relating to venting and combustion air of fuel-fired appliances as found in Chapter 5, and those portions of the code addressing building sewers,~~ published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as the official plumbing code of the city of Hoquiam together with amendments by the State Building Code Council filed as Chapter 51-56 WAC. One copy of the ~~2015~~ **2021** Edition of the Uniform Plumbing Code shall be maintained at City Hall for use and examination by the public.

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect on August 1, 2025.

ADOPTED by the Mayor and City Council on July 28, 2025.

BEN WINKELMAN – MAYOR

ATTEST:

CORRINE SCHMID – FINANCE DIRECTOR

PUBLISHED:

ORDINANCE NO. 2025 – _____

AN ORDINANCE relating to building regulations; adopting the “International Fire Code,” 2021 Edition; amending Section 2.38.010 of the Hoquiam Municipal Code; and establishing an effective date.

THE CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON DO ORDAIN AS FOLLOWS:

SECTION 1. Section 2.38.010 of the Hoquiam Municipal Code is amended to read as follows:

2.38.010 International Fire Code adopted.

The International Fire Code, ~~2015~~ 2021 Edition, as published by the International Code Council, Inc., is adopted by reference as the official fire code of the city of Hoquiam, together with state amendments filed as Chapter 51-54A WAC. One copy of the International Fire Code, ~~2015~~ 2021 Edition, shall be maintained at City Hall for use and examination by the public

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect on August 1, 2025.

ADOPTED by the Mayor and City Council on July 28, 2025.

BEN WINKELMAN – MAYOR

ATTEST:

CORRINE SCHMID – FINANCE DIRECTOR

PUBLISHED:

ORDINANCE NO. 2025 – _____

AN ORDINANCE relating to building regulations; adopting the “International Mechanical Code,” 2021 Edition; amending Section 2.23.010 of the Hoquiam Municipal Code; and establishing an effective date.

THE CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON DO ORDAIN AS FOLLOWS:

SECTION 1. Section 2.23.010 of the Hoquiam Municipal Code is amended to read as follows:

2.23.010 International Mechanical Code adopted.

The International Mechanical Code, ~~2015~~ 2021 Edition, including the ~~2015~~ 2021 International Fuel Gas Code, is adopted by reference as the official mechanical code of the city of Hoquiam, together with amendments and exceptions adopted by the State Building Code Council filed as Chapter 51-52 WAC. One copy of the International Mechanical Code, ~~2015~~ 2021 Edition, shall be maintained at City Hall for use and examination by the public.

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect on August 1, 2025

ADOPTED by the Mayor and City Council on July 28, 2025.

BEN WINKELMAN – MAYOR

ATTEST:

CORRINE SCHMID – FINANCE DIRECTOR

PUBLISHED:

ORDINANCE NO. 2025 – _____

AN ORDINANCE relating to building regulations; adopting the “International Building Code,” 2021 Edition, and the “International Residential Code,” 2021 Edition; amending Section 2.08.010 of the Hoquiam Municipal Code; and establishing an effective date.

THE CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON DO ORDAIN AS FOLLOWS:

SECTION 1: Section 2.08.010 of the Hoquiam Municipal Code shall be amended as follows:

(1) The ~~2015~~ 2021 Edition of the International Building Code, including Appendix E, Supplementary Accessibility Requirements, and Appendix J, Grading, are adopted by reference as the official building code of the city of Hoquiam, with the following exceptions:

(a) Section 107.1 of the International Building Code shall be amended to read as follows:

Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. The construction documents shall be designed and prepared by or under the direct supervision of an architect or structural engineer licensed to practice under the laws of the State of Washington. Each set of construction documents shall bear the original seal and original signature of the registered design professional before a permit is issued. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional licensed to practice under the laws of the State of Washington.

(b) Section 105.2 shall be amended to allow fences up to six feet high as work exempt from a building permit.

(c) Section 105.5 shall be amended to read as follows:

Every permit shall become invalid unless the work on the site authorized by such permit is commenced and completed within one-hundred-eighty (180) days after its issuance.

(d) Section 109.7 shall be amended to read as follows:

When submittal documents are required, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be equal to sixty-five (65) percent of the building permit fee.

(e) Section 110.1 shall be amended to add a new sentence to read as follows:

A survey of the lot may be required by the City Building Official to verify that the structure is located in accordance with the approved plans.

(2) The ~~2015~~ 2021 Edition of the International Residential Code, including Appendix F, Radon Control Methods, and Appendix Q, Dwelling Unit Fire Sprinkler Systems, except Chapters 11, and 25 through 43, as published by the International Code Council, Inc., are adopted by reference as the official residential building code of the city of Hoquiam, with the following exceptions:

(a) Section R105.2 (work exempt from permit) of the International Residential Code shall be amended to exempt one-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed one hundred twenty square feet, not two hundred square feet as provided in Section R105.2, and to exempt fences not over six feet high.

(b) Section R106.1 shall be amended to read as follows:

Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. The construction documents shall be designed and prepared by or under the direct supervision of an architect or structural engineer licensed to practice under the laws of the State of Washington. Each set of construction documents shall bear the original seal and original signature of the registered design professional before a permit is issued. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional licensed to practice under the laws of the State of Washington.

(c) Section R108.7 shall be amended to read as follows:

When submittal documents are required, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be equal to sixty-five (65) percent of the building permit fee.

(3) One copy each of the International Building Code, ~~2015~~ 2021 Edition, and the International Residential Code, ~~2015~~ 2021 Edition, shall be maintained at City Hall for use and examination by the public.

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect August 1, 2025.

ADOPTED by the Mayor and City Council on July 28, 2025.

BEN WINKELMAN – MAYOR

ATTEST:

CORRINE SCHMID – FINANCE DIRECTOR

PUBLISHED:

**MEMORANDUM OF AGREEMENT
The Department of Labor & Industries**

AND

The City of Hoquiam and the Hoquiam Fire Department

(Workers' Compensation Account #256,600-00)

FIREFIGHTER INJURY AND ILLNESS REDUCTION (FIIRE) PROGRAM

Year Four Program January 2025 – December 2025

The FIIRE Grant Program, provides funding to FIIRE Program participants to purchase approved equipment or gear to help them implement their SIP; and safety training or assessments. The funds can be used to purchase approved equipment or gear used to mitigate exposure to carcinogens or work-related musculoskeletal disorders; and participate in assessments or training related to safety culture or other safety intervention activities.

The Department of Labor & Industries ("L&I") and the City of Hoquiam and the Hoquiam Fire Department (the "employer") have entered into this Memorandum of Agreement for FIIRE Grant Program Funding.

A. Funding

The Employer has applied for and L&I has approved, grant funding for the Employer in the amount of \$25,000 under the FIIRE Grant Program authorized by RCW 51.04.180 to purchase equipment/gear or safety training approved in this grant.

The Employer agrees that it will contribute funds of \$0.00 towards the purchase of the equipment approved in this grant.

Grant funding will be issued to the employer upon verification of receipt of the approved equipment, gear, or safety training. The verification will be a document showing description of item, date of receipt, signature of individual receiving the item or a copy of the invoice with date of receipt and signed.

The verification for training will be a document showing description of the training, date(s) of training, number of participants, and a copy of the invoice for payment.

B. Use of Funding

The Employer will use fund amount awarded under this Agreement to pay vendor for equipment, gear or safety training in accordance with the Employer's approved grant application.

Delivery of goods and services must occur on or before June 30, 2026. If delivery does not occur by then, the grant will be cancelled and L&I's obligation to disburse funds will be cancelled. It is the Employer's responsibility to let the vendor know if item(s) are not received by June 30, 2026, or the order will be voided.

The Employer agrees to reimburse L&I any grant funds spent on ineligible goods, services, or activities not authorized under this grant agreement.

C. Records

The Employer agrees to remit, at L&I's direction, itemized receipts, invoices, and all other documentation as may be reasonably required by L&I evidencing receipt of equipment or gear. The Employer understands that L&I may request such documentation for up to 6 years following the receipt of grant funding.

D. FIIRE Program Safety Improvement Plan

The Employer is a participant in the 2025 FIIRE Program. A key requirement of the FIIRE Program is the development and implementation of a Safety Improvement Plan (SIP). The Employer agrees that the SIP will include: how the equipment and gear will be implemented as part of the SIP solution, other implementation steps such as training on equipment and gear use if applicable, and evaluate the effectiveness of the equipment or gear as part of the solution.

E. Equipment or Gear Ownership

The Washington State Department of Labor and Industries (L&I) will issue funds upon proof of receipt for the purchase of equipment, gear, or safety training as requested and approved on this application and supporting documentation (quote, invoice, etc.). The department named on this application will receive the equipment or gear from the vendor and maintain ownership. The department named on this application will be responsible for:

1. Providing L&I with receipt of the equipment or gear;
2. For any installation not included in the quote;
3. For any warranty coverage not included in the quote;
4. For working with the vendor if received defective equipment and exchanging like for like (may not receive a credit in any form);
5. For any training on how to use the equipment or gear not included in the quote;

L&I will have no ownership, obligations, liability, or responsibility, for the equipment, gear, or safety training purchased by the employer with grant funding noted on this MOA.

Authorized Representative from the Employer

The undersigned certifies that:

The signer is authorized to submit the agreement on behalf of the employer and the fire department/the employer (if Fire District) and authorized to enter into legally binding agreements for the employer.

Type or Print Name:

Position:

Signature

Date:

Department of Labor & Industries

Linda Dickinson, L&I STLS Operations Manager

Signature

Date:
