



AGENDA COVER MEMO

Memorandum Date: June 23, 2025

Order Date: July 8, 2025

TO:	Board of County Commissioners
DEPARTMENT:	Waste Management Division
PRESENTED BY:	Angie Marzano, Waste Reduction Program Manager
AGENDA ITEM TITLE:	ORDER/ In the Matter of Accepting Funding from Circular Action Alliance, the Producer Responsibility Organization for Recycling System Expansion Investments from the Passage of the Recycling Modernization Act (SB 582), and Delegating Authority to the County Administrator to Execute All Resultant Funding Agreements and Addendums.

I. MOTION

Approve acceptance of funding from Circular Action Alliance (CAA), the Producer Responsibility Organization (PRO) for Recycling System Expansion Investments for improving recycling accessibility for Lane County residents, improving education and outreach and other service expansion reimbursements the County is eligible for under the provisions of SB 582, otherwise known as the Recycling Modernization Act.

II. AGENDA ITEM SUMMARY

The Board is being asked to approve reimbursements that Lane County is eligible to receive under new provisions related to the Recycling Modernization Act to comply with Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR) Chapter 340, which set forth requirements relating to recycling and solid waste management. In order to be eligible, Lane County must sign a Funding Agreement with CAA, which triggers other categories of eligibility.

This system-wide update will make recycling easier for the public, expand access to recycling services, upgrade County depots that collect recyclables, and create environmental benefits, while reducing social and environmental harms, such as plastic pollution. Producers and manufacturers of packaged items, paper products and food service ware will fund necessary improvements.

The system-wide updates will also allow Lane County to better collect, transport and manage uniform statewide collection list (“USCL”) materials. These investments could include onsite compactors, forklifts, containers and additional staff time to manage contamination. These needed investments will allow Lane County to comply with state law for the collection of USCL materials.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

Under Oregon law, all cities with at least 4,000 people must be provided single-family and multi-tenant recycling services. Oregon’s recycling laws require the Division to implement recycling programs, and in some jurisdictions, waste prevention and reuse programs. Oregon’s base recycling law is the Opportunity to Recycle Act (Oregon Revised Statute 459A), which the Oregon Department of Environmental Quality (“DEQ”) most recently amended in 2021. The DEQ regulates local governments’ recycling, waste prevention, and reuse programs according to Materials Management in Oregon: 2050 Vision and Framework for Action.

In 2018, China implemented a ban on importation of mixed recyclables including almost all post-consumer plastics. Many other Asian countries took similar steps, strongly limiting the markets for plastics and mixed paper. With the disappearance of markets for these materials, the price of plastic and paper for recycling dropped precipitously, and revenue from commingled recyclables vanished, leaving Lane County with an additional expense to process commingled recycling.

On January 1, 2022, the Oregon Legislature passed the Plastic Pollution and Recycling Modernization Act (RMA - Senate Bill 582). The RMA updated Oregon’s aging recycling systems and policies by leveraging resources from producers of plastic, paper and food service ware products. Producers of these products will pay for expanding access to recycling services, upgrading facilities that collect and sort recyclables, and funding consistent statewide education and outreach campaigns. The law goes into effect state-wide July 1, 2025.

Lane County is eligible for the following funding streams under the provisions of the law: System expansion, Uniform State Collection List (USCL) Depot Expansion, Glass Incentive, and Transportation Reimbursement for all covered paper and plastic packaging materials collected at depots.

B. Policy Issues

None.

C. Board Goals

The funding reimbursements the County is eligible to receive will enhance

recycling services for all members of the County support the County's Strategic Priority of Vibrant Communities.

D. Financial and/or Resource Considerations

Circular Action Alliance (CAA), the Producer Responsibility Organization (PRO), represents producers of plastic, paper and food service ware products. Producers will be charged a per-unit amount based on the number of products they sell into the state of Oregon. These funds will be used to make necessary system improvements needed to reduce contamination and collect more recyclable materials. This includes funding to enhance local recycling depots, containers, trucks for on-route expanded services, technology and sorting upgrades to regional processing facilities, staffing, and education and outreach funding. CAA will target funding for municipalities with a population of over 4,000 to establish curbside recycling for communities that currently do not. This means that rural communities of Lane County will be prioritized first.

Funding for the new program will begin July 1, 2025. The Lane County region is projected to be eligible for up to thirteen million dollars, or \$34 per capita. Coburg, Cottage Grove, Creswell, Eugene, Florence, Junction City, Lane County, Lowell, Springfield, and Veneta are all eligible to receive system expansion and contamination reduction programming funding.

Estimates on funding reimbursements based on preliminary needs assessment for Lane County are valued at \$4,274,080 payable through reimbursements.

E. Health Implications

The proposed amendments recognize the responsibility to protect and promote public health, environmental quality, and long-term resilience through evidence-based policy and action. Increased recycling and recovery for Lane County will result in measurable reductions in carbon emissions, particulate pollution, and environmental toxins, which directly benefit community health by improving air quality, reducing respiratory illness, and mitigating climate change-related health risks.

Analysis

Accept CAA funding reimbursements to fulfill new provisions related to the Recycling Modernization Act to comply with ORS 459 and 459A and OAR 340-090, which set forth requirements relating to recycling and solid waste management. The agreement will allow the Division to meet the new recycling standards and to get reimbursed for the costs associated with doing so.

F. Alternatives/Options

Do not accept CAA funding reimbursements and be out of compliance with state law.

IV. RECOMMENDATION

It is recommended that the Board accepting funding from CAA for recycling system expansion investments, to comply with state recycling and solid waste management laws.

V. TIMING/IMPLEMENTATION

Once the Primary Funding Agreement and all related Addenda are executed, funds are made available on a reimbursement basis. Timing is urgent as the new law and the funding from the PRO begin on July 1, 2025.

VI. FOLLOW-UP

The program will be monitored by Lane County staff and progress updates can be made available throughout the course of the program implementation.

VII. ATTACHMENTS

1. CAA Primary Funding Agreement
 - a. PRO Depot Service Addendum
 - b. System Expansion Addendum
 - c. USCL Depot Expansion Addendum
 - d. Glass Incentive Funding Addendum
 - e. Transportation Reimbursement Addendum

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO:

IN THE MATTER OF ACCEPTING FUNDING FROM CIRCULAR ACTION ALLIANCE, THE PRODUCER RESPONSIBILITY ORGANIZATION FOR RECYCLING SYSTEM EXPANSION INVESTMENTS FROM THE PASSAGE OF THE RECYCLING MODERNIZATION ACT (SB 582), AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE ALL RESULTANT AGREEMENTS AND ADDENDUMS.

WHEREAS, In April 2024, Lane County submitted the Oregon Recycling System Optimization Plan (ORSOP), outlining investments needed to comply with ORS 459 and 459A and OAR 340-090, which set forth requirements relating to recycling and solid waste management; and

WHEREAS, as a result, Circular Action Alliance has identified County eligible funding streams valued up to \$4,274,080. These future investments will occur in 2026 and 2027.

WHEREAS, Lane County Waste Management will administer the program and funding will be used to expand recycling collection and transfer haul operations at all Lane County owned-depots; and

NOW, THEREFORE, The Board of County Commissioners of Lane County **ORDERS** as follows:

1. Delegate authority to the County Administrator to execute all resultant funding agreement and addendums related to future system expansion investments.

ADOPTED this 8th day of July, 2025.

David Loveall, Chair
Lane County Board of Commissioners

PRO DEPOT/COLLECTION POINT FUNDING ADDENDUM

This PRO depot/collection point funding addendum (the “**Addendum**”) is delivered pursuant to Section 1(a) of the Primary Funding Agreement dated _____, ____ (the “**Agreement**”) by and between Circular Action Alliance Oregon LLC, or its assignee in accordance with Section 7(h) of the Agreement (“**CAA Oregon**”), and the recipient signing below (“**Recipient**”), and is effective as of as of the date on which it is fully executed by the Parties (the “**Effective Date**”). Capitalized terms not otherwise defined have the meanings given in the Agreement.

1. **Funding.** Subject to the terms of the Agreement, including this Addendum, CAA Oregon shall disburse funds to Recipient based on information provided by Recipient via the CAA Oregon funding portal or such other method as CAA Oregon may determine in its reasonable discretion. Recipient’s complete funding application is attached as Schedule A. As a condition to receipt of funds, Recipient shall perform the obligations detailed in attached Schedule B and shall timely deliver to CAA Oregon the reports and deliverables detailed in attached Schedule C.
2. **Reimbursement Rate.** CAA Oregon will reimburse Recipient for managing the PRO depot/collection point (the “**PRO Collection Point**”) as follows:
 - a. Up to \$65,000 annually to reimburse Recipient for each “Full Time Equivalent” employee or proportion thereof, which shall be inclusive of all applicable taxes and benefits for such employee.
 - b. Up to \$2.00 per ft² per month to reimburse Recipient for the use of real property to store and provide access to receiving receptacles provided by CAA Oregon to manage the PRO Collection Point.(together the “**Reimbursement Rate**”). Beginning January 1, 2026, the Reimbursement Rate will be adjusted annually at 100% of the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) Series Id: CUURN400SA0, Not Seasonally Adjusted, in accordance with Applicable Law.
3. **Term.** This Addendum shall expire at 11:59pm PST on December 31, 2027, if not sooner terminated by the Parties.
4. **Asset Ownership.** CAA Oregon shall retain ownership of all assets provided under this Addendum.
5. **Performance Standards.** Recipient represents and warrants that: (i) it is familiar with the standards required of PROs and existing recycling depots or drop off centers under Applicable Law (including CAA Oregon’s PRO Program Plan), and (ii) it meets all applicable requirements of Applicable Law. Recipient acknowledges that failure to meet such requirements may result in delay or unavailability of funding. CAA Oregon may conduct onsite visits to inspect the PRO Collection Point for compliance with this Addendum, the other parts of the Agreement, and Applicable Law. CAA Oregon may deny funding for costs incurred by Recipient related to the PRO Collection Point during periods when such site is not operational for Eligible Uses. Recipient shall report to CAA Oregon within 24 hours of occurrence of any incidents that could

have a material adverse effect on the services Recipient offers or that require emergency response.

6. Priority. This Addendum is part of the Agreement. In the event of a conflict between this Addendum and Applicable Law or the remainder of the Agreement, the following order of priority shall control: 1) Applicable Law, 2) the Agreement, and 3) this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Effective Date set forth above.

CIRCULAR ACTION ALLIANCE OREGON LLC

By: _____
[NAME]
Title: _____
Date: _____

[___**RECIPIENT**___]

By: _____
[NAME]
Title: _____
Date: _____

Schedule A

Funding Application

[Recipient's Funding Application]

Schedule B

Deliverables and Payment Schedule

1. CAA Oregon's obligation to provide funds to Recipient in accordance with the terms of the Agreement and this Addendum are subject to Recipient's completion of the following obligations and deliverables:

Recipient Obligations and Deliverables	Description	Anticipated Completion Date	Funding Upon Completion Acceptable to CAA Oregon
1. Completion of Onboarding Training	CAA Oregon shall provide to Recipient documentation, as further detailed in Schedule C of this Addendum and in form and substance reasonably acceptable to CAA Oregon in its sole discretion, confirming the PRO Collection Point training program details.	[June 2025]	None
2. Proof of Completion	Recipient shall provide to CAA Oregon a Monthly Report as well as any other information and/or reporting requested by CAA Oregon, as detailed in Schedule C to this Addendum.	Monthly, beginning [DATE] and the first of every month thereafter	Monthly portion of funding (100% of funding)
3. Annual Report	Recipient shall provide to CAA Oregon the Site Annual Report as well as any other information and/or reporting requested by CAA Oregon, as detailed in Schedule C to this Addendum.	[DATE]	None
TOTAL FUNDING			\$ _____

To the extent that Recipient's costs exceed the funds provided by CAA Oregon under the Agreement and this Addendum, Recipient shall be solely responsible for any such excess costs.

Schedule C

Monitoring and Reporting

In addition to and without limiting the generality of Recipient's obligations under Section 3 of the Agreement, Recipient shall perform the following monitoring and reporting obligations as a condition to receiving funding under the terms of the Agreement and this Addendum:

Phase 1- Completion of Onboard Training

Recipient shall complete training regarding PRO Collection Points, which may include the following:

1. Operating standards for the PRO Collection Points;
2. PRO Collection Points are free to the public;
3. Promotion and advertisement of the PRO Collection Points; and
4. Reporting obligations and expectations.

Phase 2 – Proof of Completion

Upon completion of the training, and each month thereafter, Recipient shall provide a report to CAA Oregon, in form and in substance reasonably acceptable to CAA Oregon, detailing the following:

1. Approximate number of users of the PRO Collection Point during the month;
2. Any equipment or signage maintenance requirements;
3. Any concerns with the site and/or its operation; and
4. Any complaints from the users and how they were resolved.

Phase 3 – Annual Report

Beginning on January 31, 2026 and each January 31] thereafter, Recipient shall provide an annual report to CAA Oregon, in form and in substance reasonably acceptable to CAA Oregon, detailing:

1. Adequate signage, including:
 - a. Program information
 - b. Clear messaging that the program is free
 - c. Hours of operation
 - d. Contact information for site feedback
2. Conformance with site operating standards provided by CAA Oregon;
3. Record of program promotion throughout the year;
4. Certificates of insurance;
5. Demonstration that staff are knowledgeable about the PRO program;
6. Compliance with PRO Collection Point training requirements in compliance with CAA Oregon training standards;
7. Documentation of feedback that has been gathered and forwarded to CAA Oregon;
8. Contamination Management Program:
 - a. The nature of contamination

- b. The cause of contamination
- c. The remedy explored to improve the quality of the contaminated materials
- d. The remedy that was be put in place to prevent future contamination

In addition to the foregoing, CAA Oregon may request and Recipient shall provide, additional information, documentation, and/or reports, in a form and in substance as CAA Oregon may reasonably request, that are necessary for CAA Oregon to comply with its obligations under Applicable Law to evaluate Recipient's compliance with and/or performance of its obligations in accordance with the terms of the Agreement and this Addendum.

PRIMARY FUNDING AGREEMENT

This Primary Funding Agreement (the “**Agreement**”) governs the disbursement of funds by Circular Action Alliance Oregon LLC, (“**CAA Oregon**”) to the undersigned (“**Recipient**,”) as of the later of (i) the date on which CAA Oregon’s final Oregon Program Plan is approved by DEQ or (ii) the date on which it is fully executed by the Parties (the “**Effective Date**”). CAA Oregon and Recipient may be referred to individually as a “**Party**” or collectively as “**Parties**.”

BACKGROUND

- A. CAA Oregon, or its assignee in accordance with Section 7(h) below, has been approved as a producer responsibility organization (“**PRO**”) by Oregon’s Department of Environmental Quality (“**DEQ**”) pursuant to the Plastic Pollution and Recycling Modernization Act, ORS 459A, and OAR 340-090.
- B. CAA Oregon is a voluntary, private nonprofit 501(c)(3) organization focused on helping producers comply with extended producer responsibility laws by delivering harmonized services and working with governments, businesses and communities to reduce waste and recycle more.
- C. In furtherance of producers of recyclable materials sold or distributed in Oregon helping to finance the management of, and ensure an environmentally sound stewardship program for, their products, CAA Oregon is responsible for administering a program of funding and reimbursement of certain expenses related to the expansion of access to recycling services in Oregon.
- D. In its October 4, 2024 update to the Local Government Opportunity to Recycle Requirements informational document, DEQ advised local governments seeking compensation from a PRO to enter into a formal agreement with the PRO.
- E. Recipient, pursuant to a funding application submitted to CAA Oregon, desires payment or reimbursement for certain expenses for which it may be eligible to receive from CAA Oregon in accordance with Applicable Law, as defined herein.

Therefore, the Parties agree as follows:

1. Disbursements.

a. Subject to the terms of this Agreement, CAA Oregon shall disburse approved funding to Recipient for expenses that are eligible for reimbursement pursuant to Oregon Revised Statutes (ORS) Chapter 459A, Oregon Administrative Rules (OAR) Chapter 340-090, and all other rules and regulations promulgated pursuant thereto, as amended from time to time (“**Applicable Law**”), including without limitation ORS 459A.890 (“**Eligible Expenses**”). In the event of a change in Applicable Law, eligibility shall be determined in accordance with Applicable Law at the time the reimbursement was requested except to the extent that the change in Applicable Law requires otherwise. In order to receive funds for an Eligible Expense,

Recipient shall submit requests for compensation including the applicable addendum or addenda for the type(s) of reimbursement sought (each, a “**Funding Request**”) in accordance with this Agreement and the instructions set forth on CAA Oregon’s website. Recipient may include multiple requests for Eligible Expenses within a single Funding Request, and may submit a maximum of one Funding Request once every calendar month. Recipient shall submit reimbursement requests in a reasonably timely manner and in accordance with procedures and timelines set forth on CAA Oregon’s website. Delays in submittal of reimbursement requests may result in processing delays and may affect the timing and funding of reimbursement distributions.

b. CAA Oregon shall only make disbursements for reasonable Funding Requests made for Eligible Expenses. CAA Oregon will review Funding Requests and determine in its reasonable discretion whether a particular request for funding is: (i) for reasonably necessary Eligible Expenses; and (ii) a cost-effective solution to meet Recipient’s need. Recipient is responsible for submitting complete and accurate Funding Requests for Eligible Expenses. Recipient understands and acknowledges that incomplete or inaccurate Funding Requests or requests for funding that are not for Eligible Expenses may delay or prevent payment. If a Funding Request contains, in CAA Oregon’s reasonable determination, both Eligible Expenses and ineligible expenses, or a request for funds that is not a reasonable solution to meet Recipient’s need, CAA Oregon may remit payment for Eligible Expenses and withhold the remainder of the funds requested.

c. CAA Oregon shall make disbursements for a Funding Request only if it is obligated to do so under Applicable Law and as specifically required by the currently applicable Program Plan approved by DEQ. CAA Oregon shall not make disbursements to Recipient before or after it is obligated to do so under Applicable Law and as specifically required by the currently applicable Program Plan approved by DEQ. CAA Oregon’s obligation to make disbursements for a Funding Request is conditioned upon Recipient’s full and complete compliance with its obligations under this Agreement and each Funding Request.

2. Use of Funds.

a. Recipient shall use funds disbursed in connection with a Funding Request only for the Eligible Expenses approved in the applicable Funding Request. Recipient represents and warrants to CAA Oregon that the use of funds for such Eligible Expenses, or the purchase and/or use of such Eligible Expenses, as applicable, shall comply with Applicable Law. Recipient further represents and warrants to CAA Oregon that Recipient, including any act or omission of Recipient, will comply with all federal, state, and local laws applicable to Recipient’s receipt and use of such funds.

b. If Recipient receives funds related to an Eligible Expense that are not used for such Eligible Expense, Recipient will remit such unused funds to CAA Oregon in accordance with OAR 340-090-0810. Without limiting the generality of the foregoing, if Recipient expends funds received for an Eligible Expense on an ineligible expense, Recipient shall immediately remit an equivalent amount to CAA Oregon.

c. If Recipient receives funds related to an Eligible Expense and also submits the same Eligible Expense to another PRO or other source of reimbursement, Recipient will immediately remit all funds provided to Recipient by CAA Oregon related to such Eligible Expense to CAA Oregon, and CAA Oregon may at its discretion withhold any further funding related to such Eligible Expense.

d. Any asset(s) purchased by Recipient as Eligible Expenses in accordance with this Agreement must remain in use in the following jurisdictions to be eligible for funding in accordance with this Agreement and any applicable addenda hereto [please indicate the city or county in which the assets will be used]:

(the “**Jurisdictions**”).

In the event that Recipient or its service provider, contractor, subcontractor, agent, or representative, removes the any such asset(s) from use in the Jurisdictions, Recipient shall immediately reimburse CAA Oregon in full for any funds provided by CAA Oregon that were used to purchase such asset(s) under this Agreement; provided that Recipient may remove the asset from service on a temporary basis for ordinary repair or maintenance.

3. Reporting; Records; No Confidentiality; Ownership.

a. Recipient shall promptly report to CAA Oregon all information reasonably requested by CAA Oregon, including (i) any information CAA Oregon may reasonably require to comply with its annual reporting requirements under ORS 459A.887, and (ii) any reasonably related information to substantiate that funding was used for the Eligible Expense for which it was disbursed. Without limiting the generality of the forgoing, Recipient shall timely report to CAA Oregon (i) upon completion of a project for which CAA Oregon disbursed funding for Eligible Expenses, and (ii) the status of incomplete projects for which CAA Oregon disbursed funding for Eligible Expenses.

b. For seven years after the submission of a Funding Request, Recipient shall maintain all records necessary to substantiate the expenses for which funding was requested. Upon at least 10 business days’ notice to Recipient, CAA Oregon or its authorized representative may, at its own expense, conduct audits of Recipient’s records during Recipient’s regular business hours for the purpose of (i) satisfying its obligations under Applicable Law or (ii) substantiating that funding was used for the Eligible Expense for which it was disbursed. Recipient shall take reasonable efforts to cooperate with CAA Oregon in conducting such audits. In the event that CAA Oregon’s audit reveals that Recipient used funds for an ineligible expense, Recipient shall reimburse CAA Oregon for its costs to conduct the audit within thirty (30) days of the conclusion of the audit.

c. Recipient acknowledges that CAA Oregon is required by Applicable Law to provide certain information to governmental authorities as part of its reporting obligations under Applicable Law. As such, Recipient shall have no expectation of confidentiality with respect to information reported to CAA Oregon pursuant to this Agreement and applicable addenda.

Recipient represents and warrants that it rightfully owns all information that it discloses and that it is not prohibited from disclosing such information under any legal, contractual, fiduciary, or other similar obligation.

d. As required by and in accordance with Applicable Law, CAA Oregon may, from time to time, prepare reports or other documents that contain information reported to CAA Oregon pursuant to this Agreement and applicable Addenda, or which contain content synthesized from such information. CAA Oregon shall be the sole owner of all intellectual property rights pertaining to such reports or other documents, including all derivative works thereof, free of royalties or other charges, to publish or use at any time, in whole or in part. To the extent such reports contain Recipient's information, Recipient grants CAA Oregon a non-exclusive, royalty free, fully-paid, worldwide license to publish or use Recipient's information at any time, in whole or in part.

4. Term; Termination.

a. This Agreement shall remain in force through December 31, 2027 (the “**Initial Term**”); provided that the Agreement may be extended past the Initial Term by written agreement signed by both Parties (each, a “**Renewal Term**,” and together with the Initial Term, the “**Term**”) unless otherwise terminated in accordance with this Agreement.

b. Either Party may terminate this Agreement by giving notice to the other Party no less than 60 days before the end of a Term. Such termination will be effective at the end of the then-current Term; provided that any then-outstanding Funding Requests or portions thereof shall continue to be governed by this Agreement until full and final adjudication.

c. CAA Oregon may terminate this Agreement immediately upon notice to Recipient if, at any time after the Effective Date, CAA Oregon does not have a producer responsibility program plan that is in force and approved by DEQ, or if CAA Oregon is otherwise not subject to the obligations of a PRO under Applicable Law.

d. If Recipient breaches any of its obligations, representations, or warranties under this Agreement, Recipient shall have thirty (30) days or such other time as the Parties may agree in writing, to cure any such breach. In the event Recipient fails to cure such breach in accordance with this section, CAA Oregon shall be entitled to suspend funding Recipient's Eligible Expenses under Applicable Law, without further notice, until the breach is cured.

5. Indemnification; LIMITATION OF LIABILITY; NO WARRANTIES.

a. Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, Recipient hereby agrees to defend, indemnify and hold harmless CAA Oregon (including its parent and any subsidiaries or affiliates) and CAA Oregon's officials, directors, officers, agents, employees and volunteers (the “**Indemnified Parties**”) from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, “**Claims**”) arising out of or relating to Recipient's receipt or use of funds or CAA Oregon's denial thereof, by whomever made, sustained, incurred, brought or prosecuted,

including without limitation third party bodily injury (including death), personal injury and property damage, contamination or pollution of soil, water, groundwater, air, or other environmental medium, fines or civil penalties, that in any way relate to, are based upon, occasioned by or attributable to any acts or omissions of Recipient, its service providers, contractors, subcontractors or Recipient's directors, officers, agents, employees, volunteers, or other party for whose conduct Recipient may be legally liable or responsible, including any breach or non-fulfillment of any representation, obligation, or covenant under this Agreement by Recipient, or any failure by Recipient to comply with any Applicable Law. Recipient is not obligated to indemnify and hold harmless an Indemnified Party to the extent that such Claims arise solely from the gross negligence or willful misconduct of any Indemnified Party. The obligations contained in this paragraph shall survive the termination or expiry of this Agreement. During the Term and for five years thereafter, Recipient shall maintain insurance or other financial resources that are sufficient, in CAA Oregon's reasonable discretion, to timely and fully fund all of Recipient's obligations under this section.

b. EXCEPT FOR CLAIMS FOR INDEMNITY PURSUANT TO SECTION 5(A) ABOVE, (i) EACH PARTY'S LIABILITY TO THE OTHER PARTY FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY, OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING FROM ANY ACT OR OMISSION RELATED TO A FUNDING REQUEST SHALL BE LIMITED TO THE AMOUNT OF SUCH FUNDING REQUEST; AND (ii) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

c. CAA OREGON MAKES NO WARRANTIES OR REPRESENTATIONS AND DISCLAIMS ALL LIABILITY WITH RESPECT TO ASSETS PURCHASED PURSUANT TO FUNDING REQUESTS. CAA OREGON'S APPROVAL OF A FUNDING REQUEST OR DISBURSEMENT OF FUNDS MEANS ONLY THAT CAA OREGON HAS DETERMINED THAT THE RELEVANT EXPENSES ARE ELIGIBLE FOR FUNDING, AND DOES NOT CONSTITUTE AN ENDORSEMENT, JUDGEMENT, OR OTHER DECISION AS TO CONDITION OR FITNESS FOR ANY PURPOSE. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ALL REPRESENTATIONS AND WARRANTIES, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED.

6. Dispute Resolution.

a. In the event of a dispute arising out of or relating to a Funding Request, including the interpretation, scope, or breach thereof or the extent of the Parties' obligations under a Funding Request or Applicable Law (a "**Dispute**"), the Parties shall endeavour to reach a resolution of the Dispute satisfactory to both Parties. Either Party may commence such process by requesting a meeting with the other Party, which may take place in person, or remotely. Each Party shall nominate a representative who shall meet to try to resolve the Dispute.

b. If the Dispute is not resolved within 90 days of the meeting request, then:

i. The Dispute may, at either Party's request, be referred to mediation in accordance with CAA Oregon's final Oregon Program Plan, and informal

negotiations need not continue. Either Party may initiate the mediation process by giving notice in writing, requesting mediation, to the other Party (a “**Mediation Notice**”).

ii. If there is any aspect of the form or conduct of the mediation on which the Parties cannot agree within ten (10) days from the date of delivery of the Mediation Notice, the mediation panel shall, at the request of either Party, decide that point, having first made reasonable efforts to consult with each of the Parties on the issue.

iii. The mediation shall start not later than thirty (30) days from the date of delivery of the Mediation Notice. The mediation shall be governed by the substantive law of the State of Oregon. Each Party will bear its own costs and expenses of its participation in the mediation.

c. If either Party refuses or fails to participate in the mediation process or if a resolution of the Dispute is not reached within ninety (90) days from delivery of the Mediation Notice, any action, controversy, lawsuit, or claim arising out of or relating to a Dispute, shall be resolved by binding arbitration. In the absence of any mutual agreement by the Parties, the seat of arbitration shall be Portland, Oregon, and shall be conducted in accordance with the then effective JAMS arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and expenses, including attorney's fees, and an equal share of the arbitrator's fees and any administrative fees of arbitration. The decision of the arbitrator(s) shall be final and binding on the Parties, and the Parties waive any right to appeal the decision, to the extent a waiver can be made under applicable law. Notwithstanding the foregoing, nothing in this Section 6 shall limit the ability of a Party to seek injunctive relief from a court of competent jurisdiction ordering compliance with the Agreement or enjoining and restraining the continuation of a breach of the Agreement.

7. Miscellaneous.

a. Relationship of the Parties. Recipient shall have no power or authority to bind CAA Oregon or to assume or create any obligation or responsibility, express or implied, on behalf of CAA Oregon. Recipient shall not hold itself out as an agent, partner or employee of CAA Oregon. Nothing in the Agreement shall have the effect of creating an employment, partnership or agency relationship between CAA Oregon and Recipient or any of Recipient's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors. Recipient acknowledges that CAA Oregon is a private nonprofit entity and not a governmental entity or functional equivalent of a governmental entity.

b. Entire Agreement. This Agreement, together with the addenda and attachments hereto, embodies the entire agreement between the Parties with regard to the funding of Eligible Expenses and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the Parties at the Effective Date.

c. Severability. If any term or condition of the Agreement, or the application thereof to the Parties or circumstances, is to any extent invalid or unenforceable as determined by a court of competent jurisdiction, the remainder of the Agreement, and the application of such term or condition to the Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby to the maximum extent permitted by applicable law.

d. Failure to Enforce Not a Waiver. Any failure by CAA Oregon to insist in one or more instances upon strict performance by Recipient of any of the terms or conditions of the Agreement shall not be construed as a waiver by CAA Oregon of its right to require strict performance of any such terms or conditions, and the obligations of Recipient with respect to such performance shall continue in full force and effect. Any waiver must be given in writing by a duly authorized representative of CAA Oregon.

e. Changes by Written Amendment Only. Any changes to the Agreement shall only be by written amendment signed by the Parties. No changes shall be effective or shall be carried out in the absence of a written amendment.

f. Force Majeure. Neither Party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control (a “**Force Majeure Event**”). The Parties agree that force majeure events shall include adverse weather conditions; civil disturbances, riots, war, rebellion, sabotage and atomic or nuclear incidents; fire; flood; natural disasters; shutdown resulting from investigation by government authorities (provided such shutdown is not as a result of the acts or omissions of the Party claiming a Force Majeure Event); court or governmental order (provided such order is not as a result of the acts or omissions of the Party claiming a Force Majeure Event), including without limitation a delay or suspension the Program Plan or statutory regime under which the Program Plan is effective; labor disputes; utilities outages or curtailments (including electricity system outages); epidemics or pandemics (including government mandated quarantines); changes in Applicable Law; or lack of funding due to nonpayment of membership fees in the form of producer fees or other fees owed to CAA Oregon. If a Party seeks to excuse itself from its obligations under the Agreement due to a force majeure event, that party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

g. Notices. Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed in accordance with the contact information provided by each Party beneath their signature block. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five business days after such notice is mailed; or (b) in the case of personal delivery, upon receipt; or (c) in the case of email, upon receipt of a “read receipt.” In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the Parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

h. Assignment. The rights and obligations of Recipient may not be assigned, transferred, or delegated without the prior written consent of CAA Oregon, which shall not be unreasonably withheld. CAA Oregon may assign, transfer, or delegate, in whole or in part, this Agreement or any of its rights or obligations under this Agreement without prior written consent

of Recipient to an entity that controls, is controlled by, is affiliated with, or is under common control with, CAA Oregon.

i. Authority. Recipient represents and warrants to CAA Oregon that the person signing this Agreement on Recipient's behalf is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of Recipient. Recipient further represents and warrants to CAA Oregon that the execution and delivery of the Agreement and the performance of Recipient's obligations hereunder have been duly authorized by Recipient and that the Agreement is a valid and legal agreement binding Recipient and enforceable in accordance with its terms.

j. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its or any other jurisdiction's conflicts of laws principles.

k. Counterparts. The Agreement may be executed in several counterparts, all of which taken together shall constitute one agreement binding upon the Parties.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above.

CIRCULAR ACTION ALLIANCE OREGON LLC

By: _____

Kim Holmes

Title: Oregon Executive Director

Date: _____

Address: c/o Corporation Service Company

251 Little Falls Drive

Wilmington, New Castle County

Delaware 19808

Email: legal@circularaction.org

With a copy to:

Miller Nash LLP

Attn: Will Rasmussen

1140 SW Washington St, Suite 700

Portland, Oregon 97205

E-mail: William.rasmussen@millernash.com

RECIPIENT:

[ENTITY NAME]

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Email: _____

Approved as to form: _____

ADDENDA

LOCAL GOVERNMENT DEPOT/COLLECTION POINT FUNDING ADDENDUM

This local government depot/collection point funding addendum (the “**Addendum**”) is delivered pursuant to Section 1(a) of the Primary Funding Agreement dated _____, ____ (the “**Agreement**”) by and between Circular Action Alliance Oregon LLC, or its assignee in accordance with Section 7(h) of the Agreement (“**CAA Oregon**”), and the recipient signing below (“**Recipient**”), and is effective as of the date on which it is fully executed by the Parties (the “**Effective Date**”). Capitalized terms not otherwise defined have the meanings given in the Agreement.

1. Funding Request. Subject to the terms of the Agreement, including this Addendum, CAA Oregon shall disburse funds to Recipient in accordance with the needs assessment or Recipient’s Oregon’s Recycling System Optimization Project survey response, as applicable, related to the Recipient’s operation of depot/collection point(s) located at [ADDRESS(ES)] which shall be operated solely by Recipient (the “**Depot(s)**”). Recipient’s complete funding application is attached as Schedule A. As a condition to receipt of funds, Recipient shall perform the obligations detailed in attached Schedule B and shall timely deliver to CAA Oregon the reports and deliverables detailed in attached Schedule C.
2. Reimbursement Rate. Once a Funding Request for operation of the Depot(s) by Recipient is eligible for reimbursement and has been submitted in accordance with the Agreement, CAA Oregon may provide Recipient with either or both of two types of funding:
 - a) One time funding for Eligible Uses (as defined below and as detailed on attached Schedule D), which may include containers, on-site monitoring equipment, site preparation or other start-up costs and agreed upon site improvements.
 - b) Recurring funding for eligible expenses related to the Recipient’s operational costs in operating the Depot(s) detailed on Schedule D, which may include Recipient’s direct costs related to staffing the Depot and provision of recycling collection services for covered products (the “**Reimbursement Rate**”). The Reimbursement Rate, beginning January 1, 2026 and each January 1 thereafter, will be adjusted annually at 100% of the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) Series Id: CUURN400SA0, Not Seasonally Adjusted, in accordance with Applicable Law and in CAA Oregon’s reasonable discretion.
3. Mixed Use of Assets. Recipient shall use funding received pursuant to this Addendum only for the startup and operation (“**Eligible Use**”) of the Depot(s) for the collection of Covered Products (as defined in ORS 459A.863(6)(a)) or for the purchase of assets necessary for Recipient to start up and/or operate the Depot(s) (“**Eligible Assets**”). To the extent Eligible Assets or services paid for with such funding will be used for non-Eligible Uses, Recipient shall calculate the percentage of use that is an Eligible Use in accordance with the proportion of Recipient’s use thereof based on tons, space, or time in use, in that

order, as applicable and report such use to CAA Oregon. Thereafter, CAA Oregon will review Recipient's calculation of non-Eligible Use and shall provide to Recipient the proportional percentage of the requested funding that CAA Oregon reasonably calculates is for Eligible Uses. If CAA Oregon or Recipient later determines the non-Eligible Use is greater than as calculated, Recipient shall promptly, and in all cases within 60 days, repay CAA Oregon the amount by which the actual funding or reimbursement by CAA Oregon exceeds the correct payment.

4. Unused Funds. If funding received pursuant to a Funding Request remains unused after the shorter of (i) two (2) years from the date of the Funding Request or (ii) the period set by Applicable Law, Recipient shall remit the unused funds to CAA Oregon within fifteen (15) days of the conclusion of such period.
5. Asset Lifespan. CAA Oregon, using its reasonable discretion, assigned a target lifespan to each Eligible Asset as set forth in Section 2 of Schedule B (such Eligible Asset's "**Target Lifespan**"). For each Eligible Asset, Recipient shall report to CAA Oregon whether such Eligible Asset is still in use, and if not, the status and method of disposition, as applicable. If an Eligible Asset is sold prior to the end of its Target Lifespan, Recipient shall promptly remit the proceeds of such sale to CAA Oregon.
6. Maintenance. Recipient, at their own cost, shall make commercially reasonable efforts to maintain all Eligible Assets in good working order for the purpose for which such Eligible Asset was funded. If Recipient fails to do so and such failure results in an Eligible Asset being unusable for the purpose for which it was funded, Recipient shall remit to CAA Oregon an amount equal to the total amount funded multiplied by the percentage of the Target Lifespan for which the Eligible Asset was unusable. CAA Oregon may deny Funding Requests for otherwise Eligible Assets that are replacements for Eligible Assets that are not maintained in accordance with this Section 6.
7. Performance Standards. Recipient represents and warrants that (i) it is familiar with the standards required of PROs and existing recycling depots or drop off centers under Applicable Law (including CAA Oregon's PRO Program Plan), and (ii) it meets all applicable requirements of Applicable Law. Recipient acknowledges that failure to meet such requirements may result in delay or unavailability of funding. CAA Oregon, or its authorized representative, may conduct onsite visits to inspect Eligible Assets and the depot/collection center for compliance with this Addendum, the other parts of the Agreement, and Applicable Law. CAA Oregon may deny funding for costs incurred by a depot or collection point during periods when such site is not operational for Eligible Uses.
8. Term. This Addendum shall expire at 11:59pm PST on December 31, 2027, if not sooner terminated by the Parties.

9. Recordkeeping. Without limiting the generality of the terms of the Agreement, Recipient shall: (i) maintain accurate records and make them available to CAA Oregon for periodic audits and (ii) consent to bale tracking by methods determined in CAA Oregon's reasonable discretion to meet the requirements of Applicable Law.

10. Priority. This Addendum is part of the Agreement. In the event of a conflict between this Addendum and Applicable Law or the remainder of the Agreement, the following order of priority shall control: 1) Applicable Law, 2) the Agreement, and 3) this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Effective Date set forth above.

CIRCULAR ACTION ALLIANCE OREGON LLC

By: _____
[NAME]
Title: _____
Date: _____

[**RECIPIENT**]

By: _____
[NAME]
Title: _____
Date: _____

Schedule A

Funding Application

[Recipient's Funding Application]

Schedule B

Deliverables and Payment Schedule

1. CAA Oregon's obligation to provide funds to Recipient in accordance with the terms of the Agreement and this Addendum are subject to Recipient's completion of the following obligations and deliverables:

Recipient Obligations and Deliverables	Description	Anticipated Completion Date	Funding Upon Completion Acceptable to CAA Oregon
1. Initial Benchmarking Analysis	Recipient shall provide to CAA Oregon documentation, as further detailed in Schedule C of this Addendum and in form and substance reasonably acceptable to CAA Oregon in its sole discretion confirming the current program details including: <ul style="list-style-type: none">- Current number of customers serviced by the depot location.- Current tons of recyclable material recycled and/or processed by Recipient and/or its contractor(s).- Purchase order/quote for the total number of Eligible Assets to be purchased.	[June 2025]	None
2. Proof of Purchase	Recipient shall provide to CAA Oregon documentation, as further detailed in Schedule C of this Addendum, reasonably acceptable to CAA Oregon in its sole discretion documenting: <ul style="list-style-type: none">- there is recognition on the Eligible Assets that CAA Oregon provided funding for the Eligible Assets; and- confirming the receipt of and full payment for	[October 2026]	\$ _____ (75% of one time funding)

Recipient Obligations and Deliverables	Description	Anticipated Completion Date	Funding Upon Completion Acceptable to CAA Oregon
	Eligible Assets by Recipient.		
3. Complete Commissioning	Documentation confirming the delivery to users and in service date of Eligible Assets, as applicable thereto (“ Commissioning ”).	[January 2027]	\$_____ (15% of one time funding)
4. Final Report and Project Evaluation	Recipient shall provide to CAA Oregon the Final Report as well as any other information and/or reporting requested by CAA Oregon, as detailed in Schedule C to this Addendum.	Six months following Commissioning	\$_____ (10% of one time funding)
5. Monthly Report	Recipient shall provide to CAA Oregon the Monthly Report as well as any other information and/or reporting requested by CAA Oregon, as detailed in Schedule C to this Addendum.	Monthly	\$_____ (100% of monthly recurring funding)
6. On-going Monitoring	Submission of an annual report verifying continued Eligible Asset use.	Annually	None
TOTAL FUNDING			\$_____

To the extent that Recipient’s costs exceed the funds provided by CAA Oregon under the Agreement and this Addendum, Recipient shall be solely responsible for any such excess costs. CAA Oregon may withhold 10% of the funding amount, pending its receipt of a Final Report and Project Evaluation in compliance with this Addendum that is acceptable to CAA Oregon.

2. Unused Equipment Refund. During the expected lifespan of the Eligible Assets purchased by Recipient, the Recipient agrees that if any Eligible Assets are removed from operation or service by Recipient prior to the end of the useful life thereof or within the periods identified below, whichever is lesser, Recipient shall refund to CAA Oregon the value of the remaining life portion of the funding provided by CAA Oregon to Recipient within fifteen (15) days of

such removal from operation (“**Refund**”). The amount of the Refund shall be calculated using the straight-line depreciation method.

Item	Expected Lifespan
Truck	7 Years
Carts and Bins	10 Years
Mobile Equipment	5 Years
Buildings	20 Years

Schedule C

Monitoring and Reporting

In addition to and without limiting the generality of Recipient's obligations under Section 3 of the Agreement, Recipient shall perform the following monitoring and reporting obligations as a condition to receiving funding under the terms of the Agreement and this Addendum:

Phase 1- Initial Benchmarking Analysis

Recipient shall provide a report to CAA Oregon, in form and in substance reasonably acceptable to CAA Oregon, detailing the following:

1. Current number of customers/residents serviced by the depot location;
2. Current tons of recyclable material recycled and/or processed by Recipient and/or its contractor(s);
3. Current tons and area used for covered and non-covered materials on site; and
4. Purchase order/quote for the total number of Eligible Assets to be purchased.

Phase 2 – Proof of Purchase

Recipient shall provide a report to CAA Oregon, in form and in substance reasonably acceptable to CAA Oregon, including the following:

1. The Eligible Assets ordered by Recipient comply in all respects with Applicable Law, including, without limitation, the current ANSI Z245 standard, as applicable;
2. Documentation confirming the receipt of and full payment for the Eligible Assets by Recipient; and
3. Ownership certificate for vehicles with proof of insurance.

Phase 3 – Complete Commissioning

Recipient shall provide a report to CAA Oregon, in form and in substance reasonably acceptable to CAA Oregon, detailing delivery of the Eligible Assets to customers/residents (as applicable), including the date such Eligible Assets were put into service, the ID (serial) (as applicable), and address the Eligible Assets were put into service (as applicable), and with respect to vehicles used by Recipient for collection of Covered Products, the date such vehicles were put into service. Recipient's report under this section shall explain any deviations from the original schedule and budget to the satisfaction of CAA Oregon.

Phase 4 – Final Report and Project Evaluation

Recipient shall provide a final report to CAA Oregon, in form and in substance reasonably acceptable to CAA Oregon, detailing:

1. How the new assets were deployed and if it was done on budget and on schedule; and
2. Summarize project findings and lessons learned.

Phase 5 – Monthly Report

Recipient shall provide a monthly report to CAA Oregon, in form and in substance reasonably acceptable to CAA Oregon, detailing the overall impact, including:

1. Baseline, Interim diversion results, and projections;
2. Participation rates; and
3. Summarize project findings and lessons learned.

Phase 6 – On-Going Monitoring

Recipient shall provide an annual report to CAA Oregon, in form and in substance reasonably acceptable to CAA Oregon, including:

1. Photo of Eligible Asset(s);
2. Copy of the annual safety certificate, where applicable; and
3. Proof of insurance.

In addition to the foregoing, CAA Oregon may request and Recipient shall provide, additional information, documentation, and/or reports, in a form and in substance as my CAA Oregon may reasonably request, that are necessary for CAA Oregon to comply with its obligations under Applicable Law to evaluate Recipient's compliance with and/or performance of its obligations in accordance with the terms of the Agreement and this Addendum.

Schedule D
One Time and Recurring Funding Detail

One Time Funding

<u>Item</u>	<u>QTY</u>	<u>Price</u>	<u>Total</u>	<u>CAA Portion</u>
<u>Capital</u>				
<u>New Site</u>				\$ -
<u>Space</u>				\$ -
<u>Security (Fencing)</u>				\$ -
<u>Paving</u>				\$ -
<u>Utilities</u>				\$ -
<u>Cover</u>				\$ -
<u>Equipment</u>				\$ -
<u>Expansion Cost</u>				\$ -
<u>Parking</u>				\$ -
<u>Signage</u>				\$ -
<u>Wheeled Loader</u>				\$ -
				\$ -
<u>Containers</u>				
<u><20-gallon tote</u>				\$ -
<u>32/35-gallon roll cart</u>				\$ -
<u>65/64-gallon roll cart</u>				\$ -
<u>95-gallon roll cart</u>				\$ -
<u>300-gallon tub</u>				\$ -
<u>Front-load dumpster</u>				\$ -
<u>Rear-load dumpster</u>				\$ -
<u>Roll-off dumpster</u>				\$ -
				\$ -
				\$ -
<u>Total</u>			\$ -	\$ -

Recurring Funding

<u>Item</u>	<u>QTY</u>	<u>Price</u>	<u>Total</u>	<u>CAA Portion</u>
<u>Operational</u>				
<u>Staffing</u>				\$ -
<u>Hiring and Training</u>				\$ -
<u>Personal Protective Equipment</u>				\$ -
				\$ -
				\$ -
<u>Total</u>			\$ -	\$ -

GLASS INCENTIVE FUNDING ADDENDUM

This glass incentive funding addendum (the “**Addendum**”) is delivered pursuant to Section 1(a) of the Funding Agreement dated _____, ____ (the “**Agreement**”) by and between Circular Action Alliance Oregon LLC, or its assignee in accordance with Section 7(h) of the Agreement (“**CAA Oregon**”), and the recipient signing below (“**Recipient**”), and is effective as of the date on which it is fully executed by the Parties (the “**Effective Date**”). Capitalized terms not otherwise defined have the meanings given in the Agreement.

1. Funding Request. Subject to the terms of the Agreement, including this Addendum, CAA Oregon shall disburse funds to Recipient based on the information provided by Recipient via the CAA Oregon funding portal or such other method as CAA Oregon may determine in its reasonable discretion. Recipient’s complete funding application is attached as Schedule A. As a condition to receipt of the funds under the Agreement and this Addendum, Recipient shall perform the obligations detailed in attached Schedule B and shall timely deliver to CAA Oregon the reports and deliverables detailed in attached Schedule C.
2. Reimbursement Rate. CAA Oregon will reimburse Recipient for collection of curbside glass that is delivered to a responsible end market at a rate equal to \$77 per ton (rounded to the nearest tenth (.10) of a ton) (the “**Reimbursement Rate**”) as of the Effective Date through December 31, 2025. Beginning January 1, 2026, and each January 1 thereafter, the Reimbursement Rate will be adjusted annually by the percentage increase in the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) Series Id: CUURN400SA0, Not Seasonally Adjusted, for the 12-month period ending with the preceding November 30, in accordance with Applicable Law and in CAA Oregon’s reasonable discretion.
3. Term. This Addendum shall expire at 11:59pm PST on December 31, 2027, if not sooner terminated by the Parties.
4. Priority. This Addendum is part of the Agreement. In the event of a conflict between this Addendum and Applicable Law or the remainder of the Agreement, the following order of priority shall control: 1) Applicable Law, 2) the other terms of the Agreement, and 3) this Addendum.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Effective Date set forth above.

CIRCULAR ACTION ALLIANCE OREGON LLC

By: _____
[NAME]

Title: _____

Date: _____

[__*RECIPIENT*__]

By: _____
[NAME]

Title: _____

Date: _____

Schedule A

Funding Application

[Recipient's Funding Application]

Schedule B

Deliverables and Payment Schedule

1.1 CAA Oregon's obligation to provide funds to Recipient in accordance with the terms of the Agreement and this Addendum are subject to Recipient's completion of the following obligations and deliverables:

Recipient Obligations and Deliverables	Description	Anticipated Completion Date	Funding Upon Completion Acceptable to CAA Oregon
1. Initial Benchmarking Analysis	Recipient shall provide to CAA Oregon documentation, as further detailed in Schedule C of this Addendum and in form and substance reasonably acceptable to CAA Oregon in its sole discretion, confirming the current recyclable material recovery program details, which shall include, at a minimum: <ul style="list-style-type: none">- Current number of customers receiving curbside glass service(s).- Current tons of curbside glass recyclable material recycled and/or processed by City and/or its contractor(s).	[June 2025]	None
2. Proof of Completion	Recipient shall provide to CAA Oregon a Monthly Report as well as any other information and/or reporting requested by CAA Oregon, as detailed in Schedule C to this Addendum.	Monthly, beginning [DATE] and the first of every month thereafter	\$77/ton (100% of funding)
TOTAL FUNDING			\$ _____

To the extent that Recipient's costs exceed the funds provided by CAA Oregon under the Agreement and this Addendum, Recipient shall be solely responsible for any such excess costs.

Schedule C

Monitoring and Reporting

In addition to and without limiting the generality of Recipient's obligations under Section 3 of the Agreement, Recipient shall perform the following monitoring and reporting obligations as a condition to receiving funding under the terms of the Agreement and this Addendum:

Phase 1- Initial Benchmarking Analysis

Recipient shall provide a report to CAA Oregon detailing the following through a standard form via an online process:

1. Current number of customers receiving curbside glass service(s).
2. Current tons of curbside glass recyclable material recycled and/or processed by City and/or its contractor(s). and
3. If Recipient is not a local government, proof that Recipient is authorized to receive payment for the funding requested.

Phase 2 – Proof of Completion

Recipient shall provide a monthly report to CAA Oregon detailing the following through a standard form via an online process:

1. Monthly invoice(s) for all tons of curbside glass collected and delivered to a responsible end market;
2. Supporting scale tickets for every load delivered;
3. Detail from each scale ticket in a spreadsheet, including:
 - i. CAA purchase order #;
 - ii. Ticket Number;
 - iii. Service Date;
 - iv. Service Time In;
 - v. Service Time Out;
 - vi. Originating Community ID;
 - vii. Originating Community Name;
 - viii. Destination Facility ID;
 - ix. Destination Facility Name;
 - x. Material ID;
 - xi. Material Type;
 - xii. Reporting Type;
 - xiii. Route #;
 - xiv. Truck ID;
 - xv. Gross Weight;
 - xvi. Tare Weight;
 - xvii. Net Weight (lbs);
 - xviii. Tip Fee (per ton); and
 - xix. Revenue (per ton).

In addition to the foregoing, CAA Oregon may request and Recipient shall provide, additional information, documentation, and/or reports, in a form and in substance as CAA Oregon may reasonably request, that are necessary for CAA Oregon to comply with its obligations under Applicable Law and/or to evaluate Recipient's compliance with and/or performance of its obligations in accordance with the terms of the Agreement and this Addendum.

TRANSPORTATION REIMBURSEMENT FUNDING ADDENDUM

This transportation reimbursement funding addendum (the “**Addendum**”) is delivered pursuant to Section 1(a) of the Funding Agreement dated _____, ____ (the “**Agreement**”) by and between Circular Action Alliance Oregon LLC, or its assignee in accordance with Section 7(h) of the Agreement (“**CAA Oregon**”), and the recipient signing below (“**Recipient**”), and is effective as of the date on which it is fully executed by the Parties (the “**Effective Date**”). Capitalized terms not otherwise defined have the meanings given in the Agreement.

1. Funding Request. Subject to the terms of the Agreement, including this Addendum and Applicable Law, CAA Oregon shall disburse funds to Recipient based on the information provided by Recipient via the CAA Oregon funding portal or such other method as CAA Oregon may determine in its reasonable discretion. Recipient’s complete funding application is attached as Schedule A. As a condition to receipt of funds, Recipient shall perform the obligations detailed in attached Schedule B and shall timely deliver to CAA Oregon the reports and deliverables detailed in attached Schedule C.
2. Use of Funds. Recipient shall use funding received pursuant to this Addendum only for the cost of transporting Covered Products (as defined in ORS 459A.863(6)(a)) from a recycling depot or reload facility to a commingled recycling processing facility or responsible end market in accordance with and subject to Applicable Law, including without limitation ORS 459A.890(2) and OAR 340-090-0770. To the extent that a shipment contained non-Covered Products, Recipient shall calculate the percentage of the shipment (calculated in tons) that is Covered Products and notify CAA Oregon thereof. Upon receipt, CAA Oregon shall adjust the funds to be provided in accordance with the percentage Covered Products of the applicable shipment. If a shipment is later determined by CAA Oregon or Recipient to have contained a greater percentage of non-Covered Products than stated in the Funding Request, Recipient shall promptly repay CAA Oregon the amount by which the actual funding or reimbursement by CAA Oregon exceeds the correct payment. Two-way costs are eligible for funding. Back-haul revenue will be allocated and paid to CAA Oregon.
3. Adjustment of Funds. Beginning January 1, 2026, the rate will be adjusted annually at 80% of the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) Series Id: CUURN400SA0, Not Seasonally Adjusted.

Beginning August 1, 2025, the rate will be adjusted monthly at 20% of the U.S. On-Highway Diesel, PADD 5, West Coast less California, as reported at <https://www.eia.gov/petroleum/gasdiesel>.
4. Term. This Addendum shall expire at 11:59pm PST on December 31, 2027, if not sooner terminated by the Parties. No funding will be disbursed for costs incurred after the termination of this Addendum.
5. Recordkeeping. Without limiting the requirements of the Agreement, Recipient shall maintain accurate records of activities related to Funding Requests.

6. Priority. This Addendum is part of the Agreement. In the event of a conflict between this Addendum and Applicable Law or the remainder of the Agreement, the following order of priority shall control: 1) Applicable Law, 2) the other terms of the Agreement, and 3) this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Effective Date set forth above.

CIRCULAR ACTION ALLIANCE OREGON LLC

By: _____
[NAME]

Title: _____

Date: _____

[**RECIPIENT**]

By: _____
[NAME]

Title: _____

Date: _____

Schedule A

Funding Application

[Recipient's Funding Application]

Schedule B

Deliverables and Payment Schedule

1.1 CAA Oregon's obligation to provide funds to Recipient in accordance with the terms of the Agreement and this Addendum are subject to Recipient's completion of the following obligations and deliverables:

Part 1: Reload Facility

Recipient Obligations and Deliverables	Description	Anticipated Completion Date	Funding Upon Completion Acceptable to CAA Oregon
1. Initial Benchmarking Analysis	Recipient shall provide to CAA Oregon documentation, as further detailed in Schedule C of this Addendum and in form and substance reasonably acceptable to CAA Oregon in its sole discretion, confirming the current recyclable material recovery program details.	[June 2025]	None
2. Proof of Receipt from Eligible and Ineligible Sources	Recipient shall provide to CAA Oregon a Daily Report as well as any other information and/or reporting requested by CAA Oregon, to assist in sampling and the Transportation Reimbursement funding, as detailed in Schedule C to this Addendum.	Daily, beginning [DATE]	None
3. Proof of Outbound Shipment to CRPF, Responsible End Market and Residue Disposal	Recipient shall provide to CAA Oregon a daily activity report, or other timing as agreed with CAA, as well as any other information and/or reporting requested by CAA Oregon, to support sampling protocol, material flow management and end market eligibility requirements, as detailed in Schedule C to this Addendum.	Daily, beginning [DATE]	None
4. Work Completion	Recipient shall provide to CAA Oregon a Monthly Report for the Reload Operation as well as	Monthly, beginning [DATE] and the	(100% of funding)

Recipient Obligations and Deliverables	Description	Anticipated Completion Date	Funding Upon Completion Acceptable to CAA Oregon
	any other information and/or reporting requested by CAA Oregon, as detailed in Schedule C to this Addendum.	first of every month thereafter	

To the extent that Recipient's costs exceed the funds provided by CAA Oregon under the Agreement and this Addendum, Recipient shall be solely responsible for any such excess costs.

Part 2: Transportation

Recipient Obligations and Deliverables	Description	Anticipated Completion Date	Funding Upon Completion Acceptable to CAA Oregon
1. Notice of Shipment	Recipient submits portal request to ship material, individual or list of expected shipments for the month.	On-going – Beginning [DATE]	None
2. Pre-Approved Shipment	CAA Oregon Authorizes Shipment or expected shipments for the month - Transportation Authorization Number(s) Issued	As Needed	None
3. Proof of Service Delivery	Load confirmation submission - Completed Activity Report including Scale Ticket Numbers	Within 7 Days of Shipment	None
4. Payment Request	Submission of Monthly Invoice to CAA Oregon, as further described in Schedule C.	Monthly	None
5. Funding Delivery	CAA Oregon verification of Submission and Release Payment.	Monthly	\$_____ (100% of funding)

To the extent that Recipient's costs exceed the funds provided by CAA Oregon under the Agreement and this Addendum, Recipient shall be solely responsible for any such excess costs.

Schedule C

Monitoring and Reporting

In addition to and without limiting the generality of Recipient's obligations under Section 3 of the Agreement, Recipient shall perform the following monitoring and reporting obligations as a condition to receiving funding under the terms of the Agreement and this Addendum:

Part 1: Reload Facility

Phase 1- Initial Benchmarking Analysis

Recipient shall provide a report to CAA Oregon, in form and in substance reasonably acceptable to CAA Oregon, detailing the following:

1. Current DEQ Permit number;
2. Historical tons received for reload per year and estimated total capacity by stream type;
3. Contact information for booking outgoing loads;
4. Annual tons sold by commodity; and
5. List of Responsible End Markets with self-attestation forms with contact information.

Phase 2 & 3 – Proof of Receipt from Eligible and Ineligible Sources and Outbound Shipment to CRPF, Responsible End Market and Residue Disposal

Recipient shall provide a daily report to CAA Oregon, in form and in substance reasonably acceptable to CAA Oregon, detailing the following:

1. Ticket Number;
2. Service Type (Reload, End Market, Residue);
3. Direction (Inbound, Outbound);
4. Service Date (DDMMYYYY);
5. Service Time In;
6. Service Time Out;
7. Originating Community ID (CAA to provide form);
8. Originating Community Name;
9. Originating Facility ID (CAA to provide form);
10. Originating Facility Name;
11. Hauler ID (CAA to provide form);
12. Hauler Name;
13. Destination Facility ID (CAA to provide form);
14. Destination Facility Name;
15. Material ID (CAA to provide form);
16. Material Type;
17. Reporting Type (lbs, other);
18. Route #;
19. Truck ID;
20. Gross Weight;

21. Tare Weight;
22. Net Weight (lbs);
23. Tip Fee (per ton);
24. Revenue (per ton) (End Market only);
25. Incoterm - FOB/FAS (End Market only);
26. Outbound purchase order or bill of lading (Optional);
27. Maintain supporting documentation such as but not limited to scale tickets, bill of lading, etc., on file available for auditing, if needed; and
28. Report of any load rejection and/or downgrade by the end markets with supporting photos and remedial action plan.

Phase 4 – Work Completion

Recipient shall provide a monthly report to CAA Oregon, in form and in substance reasonably acceptable to CAA Oregon, detailing monthly invoice(s) for all tons received for reloading and all tons delivered to a CPRF or a responsible end market.

In addition to the foregoing, CAA Oregon may request and Recipient shall provide, additional information, documentation, and/or reports, in a form and in substance as my CAA Oregon may reasonably request, that are necessary for CAA Oregon to comply with its obligations under Applicable Law to evaluate Recipient's compliance with and/or performance of its obligations in accordance with the terms of the Agreement and this Addendum.

Part 2: Transportation

Phase 1- Notice of Shipment

Recipient shall provide notice to CAA Oregon of shipment of Covered Products (each “**Notice of Shipment**”) through a standard form via an online process. Such notice shall include:

1. CAA purchase order;
2. Originating Facility ID;
3. Originating Facility Name;
4. Destination Facility ID;
5. Destination Facility Name;
6. Material ID;
7. Material Type;
8. Truck Type;
9. Material Preparation Type;
10. Estimated Cost; and
11. Estimated Tons.

Phase 2 – Proof of Service Delivery

Within 7 days of shipment of the Covered Products, Recipient shall provide to CAA Oregon the following through a standard form via an online process:

1. CAA purchase order;
2. Origin Ticket Number;
3. Destination Ticket Number;
4. TA Number;
5. Origin Service Date (DDMMYYYY);
6. Origin Service Time In;
7. Origin Service Time Out;
8. Destination Service Date (DDMMYYYY);
9. Destination Service Time In;
10. Destination Service Time Out;
11. Originating Facility ID;
12. Originating Facility Name;
13. Hauler ID;
14. Hauler Name;
15. Destination Facility ID;
16. Destination Facility Name;
17. Material ID;
18. Material Type;
19. Reporting Type;
20. Truck Type;
21. Origin Gross Weight;
22. Origin Tare Weight;
23. Origin Net Weight (lbs);
24. Destination Gross Weight;

- 25. Destination Tare Weight;
- 26. Destination Net Weight (lbs); and
- 27. Haul charge.

Phase 3 – Payment Request

Recipient shall review the monthly summary of activity reports submitted to CAA, review and submit an invoice that matches the total of approved transportation reimbursements for the previous month.

Phase 4 – Payment Delivery

CAA Oregon shall verify submission and release payment for reasonable costs incurred by Recipient. The final weights of transported materials shall be reconciled by CRPFs and other receiving facilities.

In addition to the foregoing, CAA Oregon may request and Recipient shall provide, additional information, documentation, and/or reports, in a form and in substance as my CAA Oregon may reasonably request, that are necessary for CAA Oregon to comply with its obligations under Applicable Law to evaluate Recipient's compliance with and/or performance of its obligations in accordance with the terms of the Agreement and this Addendum.

SB 584: Recycling Modernization Act

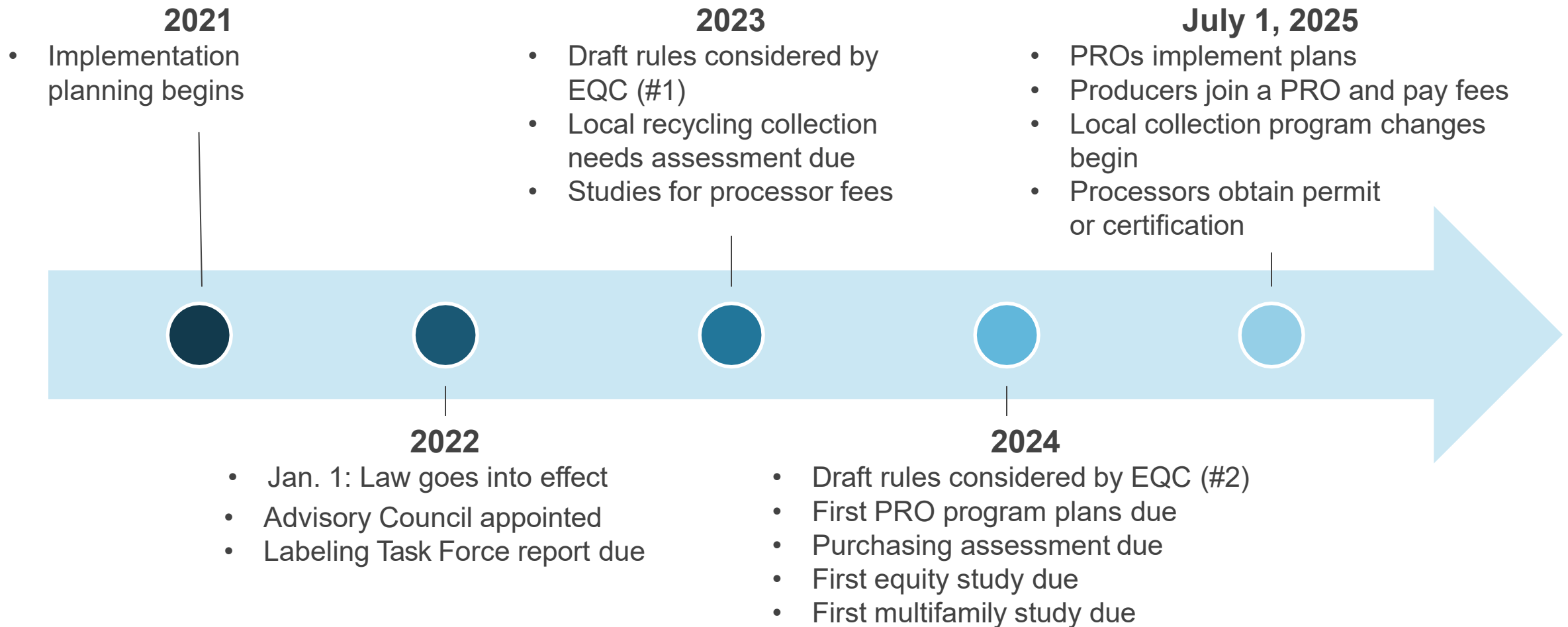
Board of County Commissioners

July 8, 2025



Recycling Modernization Act – key dates

Stakeholder engagement, project planning and research extend throughout implementation.



Why Recycling Modernization Act

Public confusion
over what can be
recycled

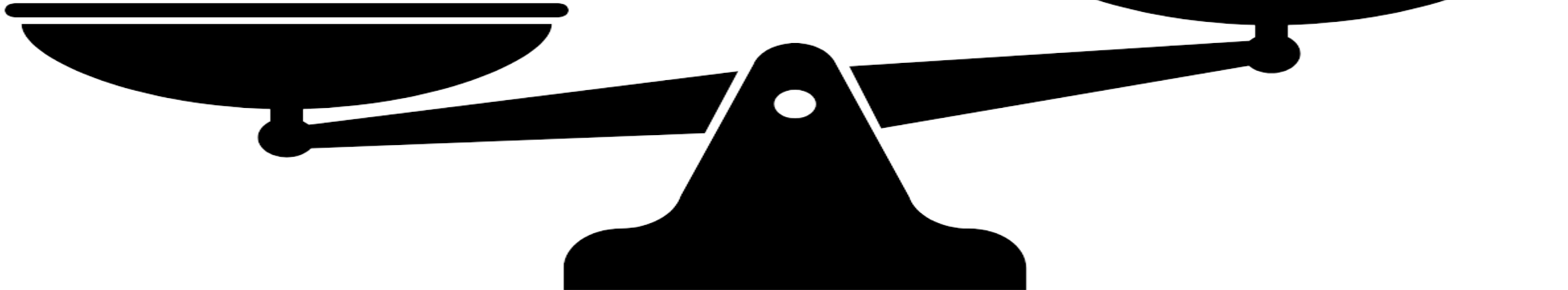
Unstable global
markets

Unequal access
to recycling
collection

Erosion of public
trust

Lack of
transparency

Costs borne by
ratepayers



Oregon Recycling Modernization Act

- Launches July 1, 2025
- Make recycling easier for public use
- Expand access to recycling services
- Upgrade facilities that collect and sort recyclables
- Producers charged fees on products sold into Oregon to help pay for system expansion



THREE BIG WAYS THE RMA WILL HELP OREGON RECYCLE WELL



STATEWIDE ACCESS TO CONSISTENT
AND HIGH-QUALITY RECYCLING



RESPONSIBLE END
MARKETS



SOCIAL EQUITY



Recycling Guide

Thanks for recycling these items! All items must be empty and dry.



Following the guidelines of what is allowed in your recycling bin saves natural resources, reduces pollution and creates jobs.



Scan for: العربية, 简体中文, 繁體中文, हिन्दी, 한국어, Русский, Af-Soomaali, español, Tagalog, українська, tiếng Việt.

Plastic



Bottles, round containers, buckets, and rigid plant pots

Caps OK if screwed on. All items must be 2 inches by 2 inches or larger.

Metal



Aluminum and steel cans and scrap metal

Less than 10 pounds and 18 inches.

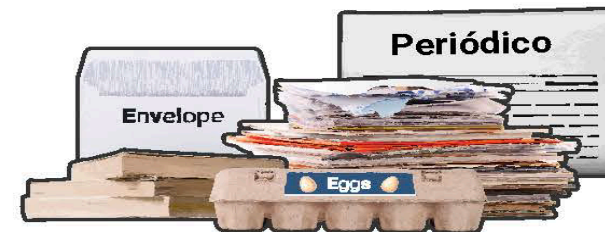
Cardboard and Cartons



Flattened cardboard, packaging boxes, food and beverage cartons

Pizza boxes must be empty with no food residue.

Paper



Newspaper, magazines, office paper, egg cartons, mail, paperback books, bags, and non-metallic gift wrap



Recycling Guide

Thanks for recycling these items! All items must be empty and dry.



Following the guidelines of what is allowed in your recycling bin saves natural resources, reduces pollution and creates jobs.



Scan for: العربية, 简体中文, 繁體中文, हिन्दी, 한국어, Русский, Af-Soomaali, español, Tagalog, українська, tiếng Việt.

Plastic



Bottles, round containers, buckets, and rigid plant pots

Caps OK if screwed on. All items must be 2 inches by 2 inches or larger.

Metal



Aluminum and steel cans and scrap metal

Less than 10 pounds and 18 inches.

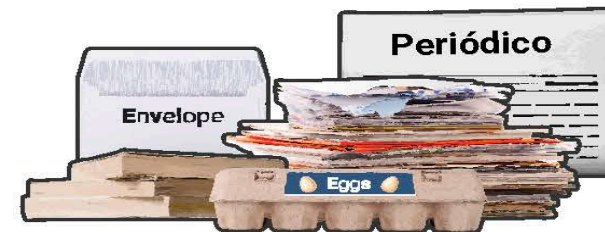
Cardboard and Cartons



Flattened cardboard, packaging boxes, food and beverage cartons

Pizza boxes must be empty with no food residue.

Paper



Newspaper, magazines, office paper, egg cartons, mail, paperback books, bags, and non-metallic gift wrap

Primary Funding Agreement & Addenda's

- Primary Funding Agreement is the main contract document that outlines terms between CAA and Lane County;
- Local government's across the state worked together to provide input;
- Initiates disbursement of eligible funding streams from CAA
- PFA triggers addenda's for PRO depot service, system expansion, USCL depot expansion, glass incentive and transportation reimbursement funding.

PRIMARY FUNDING AGREEMENT

This Primary Funding Agreement (the “**Agreement**”) governs the disbursement of funds by Circular Action Alliance Oregon LLC, (“**CAA Oregon**”) to the undersigned (“**Recipient**,”) as of the later of (i) the date on which CAA Oregon’s final Oregon Program Plan is approved by DEQ or (ii) the date on which it is fully executed by the Parties (the “**Effective Date**”). CAA Oregon and Recipient may be referred to individually as a “**Party**” or collectively as “**Parties**.”

BACKGROUND

- A. CAA Oregon, or its assignee in accordance with Section 7(h) below, has been approved as a producer responsibility organization (“**PRO**”) by Oregon’s Department of Environmental Quality (“**DEQ**”) pursuant to the Plastic Pollution and Recycling Modernization Act, ORS 459A, and OAR 340-090.
- B. CAA Oregon is a voluntary, private nonprofit 501(c)(3) organization focused on helping producers comply with extended producer responsibility laws by delivering harmonized services and working with governments, businesses and communities to reduce waste and recycle more.
- C. In furtherance of producers of recyclable materials sold or distributed in Oregon helping to finance the management of, and ensure an environmentally sound stewardship program for, their products, CAA Oregon is responsible for administering a program of funding and reimbursement of certain expenses related to the expansion of access to recycling services in Oregon.
- D. In its October 4, 2024 update to the Local Government Opportunity to Recycle Requirements informational document, DEQ advised local governments seeking compensation from a PRO to enter into a formal agreement with the PRO.
- E. Recipient, pursuant to a funding application submitted to CAA Oregon, desires payment or reimbursement for certain expenses for which it may be eligible to receive from CAA Oregon in accordance with Applicable Law, as defined herein.

Therefore, the Parties agree as follows:

1. Disbursements.

a. Subject to the terms of this Agreement, CAA Oregon shall disburse approved funding to Recipient for expenses that are eligible for reimbursement pursuant to Oregon Revised Statutes (ORS) Chapter 459A, Oregon Administrative Rules (OAR) Chapter 340-090, and all other rules and regulations promulgated pursuant thereto, as amended from time to time (“**Applicable Law**”), including without limitation ORS 459A.890 (“**Eligible Expenses**”). In the event of a change in Applicable Law, eligibility shall be determined in accordance with Applicable Law at the time the reimbursement was requested except to the extent that the change in Applicable Law requires otherwise. In order to receive funds for an Eligible Expense,



Jeff Orlandini

Waste Management Division
Manager

Lane County Waste Management

lanecountyor.gov/waste

Jeffrey.orlandini@lanecountyor.gov

