

## CONTAMINATION REDUCTION REIMBURSEMENT FUNDING ADDENDUM

This contamination reduction 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 undersigned (“**Recipient**”), and is effective as of July 1, 2025 (the “**Effective Date**”). Capitalized terms not defined herein will have the meanings given to them 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. Use of Funds. Recipient shall use funding received pursuant to this Addendum only for those costs necessary to conduct contamination reduction programming in accordance with and subject to ORS 4589A.890(4) and ORS 459A.929, as determined by CAA in its reasonable discretion.
3. Adjustment of Funds. Only to the extent that the funds provided by CAA Oregon under this Addendum are calculated on a per capita basis in accordance with OAR 340-090-0810(5), the funds shall be adjusted annually beginning on July 1, 2026 and July 1, 2027 to reflect changes in the annual population growth of \_\_\_\_\_, as published by the Portland State University Population Research Center’s most recent certified Population Estimate Report.
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 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: \_\_\_\_\_

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: \_\_\_\_\_

**SCHEDULE A**

**Funding Application**

*[Recipient's Funding Application]*

DRAFT

## 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 and Plan Proposal | <p>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:</p> <ul style="list-style-type: none"><li>- Current spending pre-program;</li><li>- A detailed summary of contamination reduction activities, as listed in the procedures established by DEQ pursuant to ORS 459A.292, and an estimate of the annual per capita cost;</li><li>- Recipient authorization; and</li><li>- Confirm current population report.</li><li>- Current % of residue rate of recyclables processed.</li></ul> | [August 2025]               | None                                                          |
| 2. Status Update                                   | <p>Recipient shall provide to CAA Oregon an update on plan execution when annual Opportunity to Recycle (OTR) reporting occurs with DEQ, as</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Annually                    | Actual costs up to \$3 per capital annually (100% of funding) |

| Recipient Obligations and Deliverables | Description                                                                                                                                                                   | Anticipated Completion Date | Funding Upon Completion Acceptable to CAA Oregon |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------------------------------------------|
|                                        | detailed in Schedule C to this Addendum                                                                                                                                       |                             |                                                  |
| 3. Work Completion                     | 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. | [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- 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 spending pre-program;
2. A detailed summary of contamination reduction activities and an estimate of the annual per capita cost;
3. If Recipient is not a local government, proof that Recipient is authorized to receive payment for the funding requested;
4. Confirmation of the current population report from the Portland State University Population Research Center's most recent certified Population Estimate Report; and
5. Current percentage residue rate of recyclables processed.

#### **Phase 2 – Status Update**

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

1. Staffing and administrative costs to carry out the contamination evaluation procedures established by DEQ pursuant to ORS 459A.959 and the resulting report(s);
2. Costs associated with hiring a contractor to carry out the contamination evaluation procedures established by DEQ pursuant to ORS 459A.959 and the resulting report(s), as applicable;
3. Costs associated with purchase, installation, and ongoing use and maintenance of technology and equipment to carry out the contamination evaluation procedures established by DEQ pursuant to ORS 459A.959 and the resulting report(s), as applicable;
4. Any Eligible Equipment ordered meets the requirements of Applicable Law, including, without limitation, current ANSI Z245 standard; and
5. Status toward completion of the plan

#### **Phase 3 – Work Completion**

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

1. Outlining how the contamination reduction reimbursement funding was used to reduce contamination;
2. Baseline, interim results, and final project projections; and
3. Summarizing project findings and lessons learned on the effectiveness of the different approaches taken.

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.