

CLEANLANE RESOURCE RECOVERY FACILITY

PROCESSING AND SERVICES AGREEMENT

BY AND BETWEEN

LANE COUNTY OREGON

and

BHS PROJECTS @ LANE COUNTY LLC

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PROCESSING AND SERVICES AGREEMENT

THIS PROCESSING AND SERVICES AGREEMENT (this or “the” **“Agreement”**) is made as of upon the signature of all parties (the **“Effective Date”**), by and between LANE COUNTY, OREGON, a political subdivision of the State of Oregon (**“the County”** or **“County”**), and BHS PROJECTS @ LANE COUNTY, LLC, an Oregon limited liability company (**“the Company”** or **“Company”**). The County and Company are collectively referred to herein as **“the Parties”** or **“Parties”** and each as **“the Party”** or **“Party.”**

RECITALS

- A. In March 2022, the County issued a Requests for Proposals (the **“RFP”**) for the Conceptual Design and Operational Services for a Materials Recovery Facility;
- B. Bulk Handling Systems (**“BHS”**) registered with the State under Oregon Registration No. 162672-96 was determined to have submitted the most advantageous proposal in response to the RFP;
- C. BHS proposal expressly provided in its proposal that a special purpose entity would be created to carry out the services proposed in its proposal;
- D. The Company is a wholly owned subsidiary of BHS created to provide the services set forth in the BHS proposal;
- E. In furtherance of the County’s desire to exclusively partner with Company for this Project, County has purchased land exclusively for use for the Project (**“the Project Site”**). County will retain ownership of the Project Site, and will lease, as landlord, the Project Site to Company as tenant;
- F. The County will finance, construct and own the portion of the Facility that the County will own as delineated in **Exhibit 1** (the **“County Owned Assets”**);
- G. The Company will finance and construct the portion of the Facility that Company will own as delineated in **Exhibit 1** (the **“Company Owned Facility Assets”**);
- H. The Company will finance, supply and install all Equipment for the Facilities;
- I. Company will own the following items: digester, equipment, and infrastructure related to natural gas production, distribution, and composting, including the composting building , to ensure eligibility for and optimization of tax credits, and Company Owned Facility Assets.
- J. At the end of Term, the County will have the option to purchase the Company Owned Facility Assets and all Equipment, for one dollar (\$1.00); and
- K. The Company will operate and maintain the Facility in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **Definitions.**

The following words and phrases are used as defined throughout this Agreement. Each defined term shall have the meaning set forth below.

1.1 **“Acceptable Materials”** means materials delivered from the collection of residential and commercial **Municipal Solid Waste**, which has the meaning set forth in Section 1.52. Acceptable Materials does not include Commingled Recyclable Materials, Source Separated Organics, or waste from public transfer stations without mutual agreement of the Parties. Acceptable Materials includes all MSW from all residential and commercial public and private hauler loads not including transfer trailers unless otherwise agreed upon by the Parties, and any additional MSW delivered, as agreed upon by the Company and County (e.g., select transfer trailer loads).

1.2 **“Acceptance Tests”** means the acceptance tests and protocols described on **Schedule 1.1** hereto.

1.3 **“ADC”** means material that is approved by the State of Oregon Department of Environmental Quality to be used for cover over the exposed solid waste at a landfill and is processed organic material from the anaerobic digestion facility that has achieved a pathogen reduction as required by EPA 503 and passes the SW-846 Test Method 9095-B: Paint Filter Liquids Test.

1.4 **“Annual Maximum Acceptable Materials”** means, with respect to a Contract Year, the lesser of (i) the actual tons of Acceptable Materials received at the Facility during a Contract Year and (ii) 265,200 tons (5,100 tons/week x 52 weeks).

1.5 **“Annual Projections”** means the annual projections provided by the County to the Company with respect to the projected Acceptable Materials to be delivered to the Facility in a Contract Year.

1.6 **“Applicable Law”** means Federal, State, or local law, ordinance, code, rule, or regulation or other similar legislation which in any manner affects Facility operations, solid waste collection, employment, site conditions, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

1.7 **“Building Completion”** means the completion and enclosure of the MRF building, all overhead construction, including but not limited to fire suppression equipment, lights, ducting, and all surrounding concrete work such that Contractor has unfettered access to the MRF building.

1.8 **“Change in Law”** means:

- (a) except as provided below with respect to exclusions from the definition of Change in Law, any of the following events or conditions occurring after the Effective Date which is demonstrated to have a material adverse effect on the County's or the Company's ability to perform in accordance with the terms of this Agreement if such event or condition is beyond the reasonable control, and not the result of willful or negligent action or failure to act of the party relying thereon as justification for not performing (the "**Non-Performing Party**") any obligation or complying with any condition required of such party under this Agreement provided that the contesting in good faith of any such event or condition shall not constitute or be construed as a willful or negligent action or failure to act of such Non-Performing Party:
- (i) the adoption, promulgation, issuance, modification, or official change in interpretation of any Applicable Law;
 - (ii) the order and/or judgment of any federal, state, or local court, administrative agency, or governmental officer or body, negligent action or a lack of reasonable diligence of the Non-Performing Party; or;
 - (iii) the suspension, termination, interruption, or failure of renewal of any permit, license, consent, authorization, or approval essential to the acquisition, design, construction, equipping, start-up, operation, ownership, or possession of the Project Site or Facility, as provided for herein or required with respect hereto.
- (b) It is specifically understood, however, that none of the following shall constitute a Change in Law:
- (i) non-material acts, events and circumstances with respect to Governmental Approvals to the extent the Company has assumed the permitting risk;
 - (ii) any Change in Law relating to income taxes;
 - (iii) a change in the nature or severity of the actions typically taken by a governmental body to enforce compliance with Applicable Law that was in effect as of the Effective Date;
 - (iv) any increase in any fines or penalties provided for under Applicable Law in effect as of the Effective Date;
 - (v) any Change in Law (including the enactment of any statute, or the promulgation of any regulation) the terms and conditions of which do not impose more stringent or burdensome requirements on the Company than are imposed by the terms of this Agreement;

- (vi) any event that affects generally applicable working conditions or standards that is not specific to the materials recovery industry or the Project; or

1.9 ***“Cleaning and Housekeeping Services”*** means the cleaning and housekeeping services to be provided by the Company with respect to the Facility as further described on **Schedule 1.2** hereto.

1.10 ***“Commercial Operations Date”*** means the first date after the Acceptance Tests have been completed and confirmed by the Commissioning Contractor (as defined below) the conditions set forth below are achieved and all other elements necessary for operations to commence are completed and available for use (e.g., permits, roads, and infrastructure):

- (a) Operating Governmental Approvals. All governmental approvals required under Applicable Law which are necessary for the operation of the Project shall have been duly obtained and shall be in full force and effect. Certified copies of all such governmental approvals, to the extent not in the County’s possession, shall have been delivered to the County;
- (b) Required Operation Period Insurance. The Company has obtained and submitted to the County certificates of insurance for all required operation period insurance in accordance with **Schedule 1.4**; and
- (c) No Default. The Company has certified that there is no Event of Default by the Company existing under this Agreement or event which with the giving of notice or the passage of time would constitute an Event of Default by the Company hereunder.

1.11 ***“Commingled Recyclable Materials”*** means Recyclable Materials of more than one type that are combined together and that have been separated from the solid waste stream at the source of generation. The term does not include Recyclable Materials that are combined in such a manner that makes the material non-recyclable.

1.12 ***“Commissioning Contractor”*** or ***“CC”*** has the meaning provided to the term ***“CC”*** in **Schedule 1.1**.

1.13 ***“Contract Year”*** has the meaning set forth in Section 2.1.

1.14 ***“County Indemnitees”*** has the meaning set forth in Section 15.1.

1.15 ***“Company Indemnitees”*** has the meaning set forth in Section 15.2.

1.16 ***“CPI”*** means the consumer price index for All Urban Consumers (CPI-U), West Region; All Items, not seasonally adjusted, 1982-1984=100 reference base published by the United States Department of Labor, Bureau of Labor Statistics.

1.17 **“Daily Maximum Acceptable Materials”** means, with respect to a calendar day in which the Facility is required to operate for at least 8 hours pursuant to **Schedule 1.9**, the lesser of (i) the actual tons of Acceptable Materials received at the Facility on such day and (ii) 1,100 tons.

1.18 **“Deficiency”** means the Company’s failure to complete scheduled cleaning, preventative maintenance, and/or repair of mechanical systems, MRF and anaerobic digestion buildings and ancillary structures, and/or facility parking lots, roadways, and grounds.

1.19 **“Divert” “Diverted”** and **“Diversion”** mean the capture and successful marketing and/or beneficial use of Acceptable Materials such that the Acceptable Materials are not landfilled, stockpiled, or otherwise not successfully marketed or beneficially used. For purposes of the Minimum MRF Diversion Guarantee, processed and dried digestate from the AD that meets the requirements for ADC shall qualify as successfully marketed/beneficially used and not counted as disposal.

1.20 **“Dry Run System Test”** shall have the meaning provided in **Schedule 1.1**.

1.21 **“DWM”** means the Lane County Division of Waste Management.

1.22 **“Environmental Laws”** means collectively, all present and future laws (whether common law, statute, rule, regulation, ordinance or otherwise), the requirements of governmental authorities and any permits and guidance issued pursuant thereto relating to Hazardous Substances, human health, or the environment, as heretofore or hereafter amended, and in any regulations promulgated pursuant thereto. For purposes of this definition, the term **“Hazardous Substances”** means at any time, (i) any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Laws or any occupational safety and health laws as a “hazardous substance,” “hazardous contaminants,” “hazardous constituents,” “hazardous material,” “hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant,” “toxic emission,” “air contaminant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, radioactivity, carcinogenicity, toxicity, reproductive toxicity, or “EP toxicity,” (ii) any oil, gas, and other petroleum hydrocarbons or any products, by-products, or fractions thereof (including, without limitation, gasoline, diesel fuel, and solvents), (iii) PCBs, (iv) urea formaldehyde, (v) any substance potentially injurious to the public health, safety, or welfare, the environment or the Project Site, (vi) asbestos, lead, cadmium, mercury, and other heavy metals, cyanide, pesticides, chlorinated hydrocarbons, and (vii) any substance which is a basis for liability to any governmental authority or third-party under any applicable statute, regulation, or common law theory.

1.23 **“Equipment”** means the equipment to be located at the Facility based on the 30% Design Specification Package, attached as **Exhibit 2** hereto. Equipment includes any changes in equipment selection and sizing due to the continued design process after the 30%

Design Specification Package. Equipment further includes additional equipment, upgrades and replacement equipment that become located at the Facility.

- 1.24 ***“Equipment Financing”*** has the meaning set forth in Section 4.1(c).
- 1.25 ***“Equipment Lender”*** has the meaning set forth in Section 6.1.
- 1.26 ***“Excluded Material”*** means waste delivered to the Facility that is not Acceptable Material.
- 1.27 ***“Excess Recyclable Revenues”*** has the meaning set forth in Section 8.5.
- 1.28 ***“Excess RNG Revenue”*** has the meaning set forth in Section 8.6.
- 1.29 ***“Extension Period”*** has the meaning set forth in Section 2.2.
- 1.30 ***“Facility”*** means the material recovery facility (***“MRF”***) and anerobic digester facility (***“AD”***) proposed to be constructed by the Company at the Project Site as described in the **Facility Design Specifications**.
- 1.31 ***“Facility Design Specifications”*** means the specifications for the construction and design of the Facility as described in **Exhibit 2** hereto.
- 1.32 ***“Fully Process or Fully Processed”*** means (i) with respect to MSW, such MSW has been substantially processed (including separation and recovery of materials as intended by this Agreement through the mechanical processing system at the Facility and has been appropriately discharged and (ii) with respect to organic materials, such organic materials have been processed as intended by this Agreement through the digestive process at the Facility.
- 1.33 ***“Hazardous Substances”*** means:
- (a) Any waste that is required to be accompanied by a written manifest or shipping document describing the waste as “hazardous waste” pursuant to any state or federal law, including but not limited to the Resource Conservation Recovery Act, 42 United States Code section 6901 et seq., as amended, and the regulations promulgated thereunder;
 - (b) Any waste that contains polychlorinated biphenyls (PCBs) or any other substance whose storage, treatment or disposal is subject to regulation of the Toxic Substances Control Act, 15 United States Code section 2601 et seq., as amended, and the regulations promulgated thereunder;
 - (c) Any water that contains a “reportable quantity” of one or more “hazardous substances” as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 United States Code section 9601 et seq., as

amended, similar provisions under the laws of the State of Oregon, and the regulations promulgated thereunder;

- (d) Any substance that contains actionable levels of radioactive material; or
- (e) Any waste resulting from medical procedures that may cause or is capable of causing a disease, such as biological waste, cultures, and stocks of etiologic agents and associated biologicals, pathological waste, and sharps that have been removed from their original sterile containers.

1.34 ***"Hazardous Waste Exclusion and Safety Program"*** means the programs for exclusion of Hazardous Waste from and safety at the Facility as further described in **Schedule 1.3** hereto.

1.35 ***"Housekeeping Plan"*** has the meaning set forth in **Schedule 1.2**.

1.36 ***"Independent Consultant" or "IC"*** means a qualified independent third-party to be engaged by the Company, as necessary, to provide a finding either sustaining or reversing the County's determination of Liquidated Damages as further described in **Schedule 1.5**.

1.37 ***"Initial Term"*** has the meaning set forth in Section 2.1.

1.38 ***"Insurance Schedule"*** means **Schedule 1.4** of this Agreement.

1.39 ***"Labor Unrest"*** means strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by the Company's employees or directed at the Company.

1.40 ***"Land Use Regulation"*** means those ordinances, laws, statutes, rules, regulations, initiatives, policies, requirements, guidelines, constraints, codes, or other actions of the County or state which affect, govern, or apply to the Facility, the Project Site, or the Landfill.

1.41 ***"Landfill"*** means that certain landfill owned and operated by the County, which is located at 84777 Dillard Access Rd, Eugene, Oregon 97405.

1.42 ***"Lease"*** means a commercial lease between the County and the Company with respect to the Project Site.

1.43 ***"Liquidated Damages Schedule"*** means **Schedule 1.5** of this Agreement.

1.44 ***"Management and Operational Services"*** means the management and operations services to be provided by the Company with respect to the Facility as further described on **Schedule 1.6** hereto.

1.45 ***"Material Performance Failure"*** means a failure of the Company to meet one or more of the Minimum Diversion Guarantees and Performance Standards as described in

Schedule 1.7 for a consecutive period of 60 days, as measured on an average daily basis over the 60-day period, except as a result of an Uncontrollable Circumstance or as a result of the County not meeting any of its obligations hereunder.

1.46 ***“Minimum AD Facility Gas Production Guarantee”*** has the meaning set forth on **Schedule 1.7**.

1.47 ***“Minimum MRF Diversion Guarantee”*** has the meaning set forth on **Schedule 1.7**.

1.48 ***“Renewable Natural Gas Standards”*** has the meaning set forth on **Schedule 1.12**.

1.49 ***“Minimum Tonnage”*** has the meaning set forth in Section 8.1.

1.50 ***“Missed Adjustment”*** means when contemplating CPI adjustments, should the Parties fail to either confirm or revise the annual rate adjustment, such failure will constitute a waiver of a Party’s right to adjustment for that year. However, that Party will be entitled to an adjustment in the next year to the amount that the Party would have received had there not been a Missed Adjustment.

1.51 ***“MMBTU”*** means one million British Thermal Units.

1.52 ***“Municipal Solid Waste”*** or ***“MSW”*** means waste and discarded or rejected material produced by or as a result of human habitation, including, but not limited to wastepaper, plastics, metal, glass, fiber materials, garbage and other like materials; provided, however that MSW expressly excludes Hazardous Substances and any other Unpermitted Waste.

1.53 ***“Nuisance Control Standards”*** means the procedures and programs to minimize odor and dust resulting from operations and to control vectors as further described on **Schedule 1.8** hereto.

1.54 ***“Occupancy Date”*** means the date the Company is entitled to occupy the Facility pursuant to the Lease.

1.55 ***“Operating Hours”*** means the operating hours the Company shall maintain for the receipt of waste at the Facility as further described on **Schedule 1.9** hereto.

1.56 ***“Operating Cost Component”*** has the meaning sort forth in **Schedule 1.15**.

1.57 ***“Operations Manager”*** has the meaning set forth in **Schedule 1.8**.

1.58 ***“Pass Through Cost Component”*** has the meaning sort forth in **Schedule 1.15**.

1.59 ***“Performance Bond”*** means a performance bond meeting the standards set forth on **Schedule 1.10** hereto.

1.60 ***“Preventative Maintenance Program”*** has the meaning set forth in **Schedule 1.11**.

1.61 ***“Project”*** means the cooperative undertaking set forth in this Agreement for construction of the Facility, installation and commissioning of the Equipment, and carrying out of operations thereat all in accordance with the terms of this Agreement.

1.62 ***“Project Site”*** means the real property described in the Lease.

1.63 ***“Rate Year”*** means the period from July 1st through June 30th of the following year.

1.64 ***“Recyclable Materials”*** means old corrugated containers; mixed paper; clean standard recyclable polymer clean food and beverage containers; empty steel food and beverage cans; empty aluminum beverage cans; and any other materials recovered by the Facility and sold by Company. Contaminated materials are excluded.

1.65 ***“Reasonable Amount of Time”*** means the time for emergency health and safety events, that the Company shall be required to take action immediately upon verbal notice by the County; for cleaning, preventative maintenance, and repair events for which the County has issued a timestamped, written notice, that the Company shall have two business days to develop and submit a written plan of action that will be executed within the timeframe called out in the plan.

1.66 ***“Reasonable Business Efforts”*** those efforts a reasonably prudent business person would expend under the same or similar circumstances in the exercise of such person's business judgment, intending in good faith to take steps calculated to satisfy the obligation that such person has undertaken to satisfy, taking into account the economic effect of such efforts.

1.67 ***“Renewable Natural Gas (RNG)”*** means natural gas that is a pipeline-quality gas which has been processed to purity standards and is fully interchangeable with conventional natural gas and, at a minimum, meets the Renewable Natural Gas Standards.

1.68 ***“Renewable Natural Gas Standards”*** means the standards for Renewable Natural Gas (RNG) produced at the Facility set forth on **Schedule 1.12** hereto.

1.69 ***“Residue”*** means that portion of Acceptable Materials delivered to the Facility that is left over and must be disposed of after processing, including any processed organic material from the anaerobic digestion facility that does not meet the definition of ADC.

1.70 ***“Residue Disposal Rate”*** means the per ton rate, described in Section 8.4(a) and **Schedule 1.15**, as set and adjusted by the County, for the disposal of Residue.

1.71 ***“Reporting Requirements”*** means the reporting requirements with respect to the Company’s operation of the Facility as further described on **Schedule 1.13** hereto.

1.72 ***“Restricted Person”*** means any person who (or any member of a group of persons acting together, any one of which):

- (a) Is debarred, suspended, or otherwise disqualified from federal, State, or County contracting for any services similar in nature to the services to be provided by the Company pursuant to this Agreement;
- (b) Was or is subject to any material claim of the United States, State, or County in any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the determination of whether the person falls within this definition is being made, and which (in respect of any such pending claim, if it were to be successful) would, in the County’s view, in either case, be reasonably likely to materially affect the ability of the Company to perform its obligations under this Agreement;
- (c) In the case of an individual, he or she (or in the case of a legal entity, any of the members of the board of directors or its senior executive managers) has been sentenced to imprisonment or otherwise given a custodial sentence for any criminal offense (other than minor traffic offences or misdemeanors) less than 5 years prior to the date at which the determination of whether the person falls within this definition is being made;
- (d) Has, directly or indirectly, its principal or controlling office in a country that is subject to any economic or political sanctions imposed by the United States for reasons other than its trade or economic policies;
- (e) Has as its primary business the illegal manufacture, sale, distribution or promotion of narcotic substances or arms, or is or has been involved in terrorism; or
- (f) Has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent.

1.73 ***“Scale”*** means the scale to be operated by the County at the Project Site, as further described in Section 3.3(a).

1.74 ***“Schedule of Performance”*** means the schedule for the completion of the Facility as described in Schedule 1.14.

1.75 ***“Service Fees”*** means the services fees payable by the County to the Company for the services provided in the Service Fees Schedule.

1.76 ***“Service Fees Schedule”*** means the schedule for the fees to be paid to Company as provided in **Schedule 1.15** hereto.

1.77 ***“Source Separated Organics”*** means yard trimmings, vegetative and non-vegetative food scraps, uncontaminated scrap wood, and compostable, non-recyclable paper that has been separated from MSW and other recyclable material prior to arrival at the Facility.

1.78 ***“Term”*** has the meaning set forth in Section 2.2.

1.79 ***“Transportation Disruption”*** means any significant delay, interruption, or stoppage in the flow of trade caused by a natural disaster, heightened threat level, an act of terrorism, or any transportation security incident.

1.80 ***“Uncontrollable Circumstance”*** has the meaning set forth in Section 14.1(a).

1.81 ***“Unpermitted Waste”*** means Hazardous Substances and any material that the Facility is not allowed to accept under Applicable Laws and MSW that are hard to handle, including, without limitation, tires, large appliances, waste from construction, demolition, or cleanup activities, or any material that because of size requires special handling.

2. **Term of This Agreement.**

2.1 Term. The initial term (***“Initial Term”***) of this Agreement shall commence on the date of this Agreement and shall extend for a period of twenty-five (25) years after the Commercial Operations Date. Each year commencing with the Commercial Operations Date shall be a ***“Contract Year.”***

2.2 Extension of Term.

- (a) This Agreement may be extended upon written agreement of the Parties up to two extensions of five (5) years each (each an ***“Extension Period”*** and, as applicable, together with the Initial Term, the ***“Term”***). For this Agreement to be extended, the Parties must agree in writing to an extension and the County Board of Commissioners must approve the proposed extension.
- (b) If either Party desires to extend the Term, such Party shall provide written notice to the other Party no later than 365 days before the end of the then-current Term.
- (c) The Service Fee during any Extension Period shall be negotiated to reflect the fact that (i) the original Equipment Financing will have been paid off by the end of the Initial Term and (ii) any new capital costs that may be required or are advisable for the replacement or refurbishment of existing Equipment necessary for the continued operation of the Facility during an Extension Period, if any. In the event that the Company determines in its reasonable judgment that replacement or refurbishment of the existing Equipment is necessary, and the

County agrees, the Company shall be entitled to an adjustment of the Service Fees in an amount reasonably necessary, as agreed upon by the Parties, to cover any additional costs related to installation and operation of any such new or refurbished Equipment.

- (d) The Parties may negotiate in good faith any appropriate changes to the Service Fee and/or contract language as part of consideration of any extension.

2.3 Title to Equipment and Facility following Term. Upon expiration of the Term, at the County's option, the Company shall deliver title to the Equipment and the Company Owned Facility Assets and all other improvements at the Site to the County without encumbrance, for the payment of one dollar (\$1.00). If the County decides not to take title, the Company shall remove the Equipment from the Facility within 180 days of expiration of the Term, or as agreed upon by the Parties.

3. **County Obligations.**

3.1 Design and Construction.

The County shall be responsible for:

- (a) obtaining title to the Project Site and all necessary easements and land use approvals at the Project Site necessary for the construction of the Facility and operation of the Project;
- (b) cooperating with the Company on the design of the Facility, as set forth in Section 4.1(c);
- (c) obtaining, maintaining, renewing and amending, as needed, (i) all required permits and approvals for the commencement of construction at the Project Site other than any air quality, solid waste and construction permits and approvals for the Company Owned Facility Assets which shall be the responsibility of the Company and (ii) all required land use approvals to allow the operation of the Facility by the Company as contemplated by this Agreement. The County shall provide copies of all permits and approvals (and any renewals or amendments) to the Company within seven (7) days of receipt;
- (d) County to pay for and approve the design of the Facility and finance and construction of the County Owned Assets, in reasonable consultation with the Company;
- (e) providing all utility connections to the Facility as may be reasonably required by the Company, including, without limitation, water, sewage, and electrical at no cost;

- (f) ensuring all required access to the Project Site, including roadway improvements and traffic control;
- (g) engaging as CC a firm with professional experience in the solid waste industry as selected by the provision of **Schedule 1.1**. The cost of the CC will be equally shared between the County and the Company;
- (h) paying the Company at the end of the term one dollar (\$1.00) for the Company Owned Facility Assets and the Equipment; and
- (i) performing all of its obligations under this Section in a diligent and efficient manner to promote progress of the construction of the Facility in a timely manner consistent with the Schedule of Performance. Subject to subsection 14.1(a), and unless the Company is responsible for the delay, or permits or approvals for the commencement of construction at the Project site are delayed not due to fault of the County, if the County fails to reach Building Completion within the time specified in the Schedule of Performance, County will be responsible for paying the Company \$12,000 per day until Building Completion is reached. County agrees to include such payment obligation in its contract(s) with any contractors or subcontractors. If the Company is responsible for the delay, the Building Completion date shall be extended on a day-for-day basis.

3.2 Service Fees. Commencing on the first date that any Acceptable Materials are delivered to the Facility for processing and thereafter, the County shall pay to the Company the Service Fees in accordance with the Service Fee Schedule.

3.3 Operational Services (County).

During the Term of this Agreement:

- (a) Scale. The County shall:
 - (i) install, operate and maintain, including bi-annual weights and measures testing, a scale and electronic recordation system at the Project Site to weigh and record the tonnage of incoming and outgoing materials, to be installed in a location mutually agreeable to the Parties (the “**Scale**”);
 - (ii) provide such information to the Company from the Scale via an electronic method to be determined by the parties on a daily basis;
 - (iii) provide the Company with read-only access to the Scale and reasonable access to audit records related to the Scale; and
 - (iv) before the Acceptance Test, provide the Company with its standard methodology for determining tare weights, which shall be subject to approval by the Company.

- (b) Transportation. The County or its designee shall transport all Residue and ADC from the Facility to the Landfill.

4. **Company Obligations; Exclusive Services.** The Company shall comply with all requirements of this Agreement including but not limited to the following:

4.1 Construction and Completion of Facility. In connection with the construction and completion of the Facility, the Company shall:

- (a) accept assignment of the design contract from BHS;
- (b) finance, design and construct of the Company Owned Facility Assets, in reasonable consultation with the County;
- (c) Upon submission of any design of the Facility to the County, such submission will be deemed approved by the County unless the County provides objections or comments within 10 business days of the submission;
- (d) finance the purchase of the Equipment (the “**Equipment Financing**”) in a form and substance acceptable to the Company;
- (e) maintain insurance as required under the Insurance Schedule;
- (f) obtain any air quality, solid waste and construction permits and approvals required for construction of the Company Owned Facility Assets and comply with (i) all required permits and approvals for the construction of the Company Owned Facility Assets and (ii) all required land use approvals to allow the operation of the Facility by the Company as contemplated by this Agreement including performing required monitoring, sampling, and reporting.
- (g) complete the Acceptance Tests with such completion to be confirmed by the CC before the Commercial Operations Date;
- (h) cooperate with the CC as it monitors and supports the Company in completing the Acceptance Tests;
- (i) ensure that the Facility Design Specifications be in conformance with all Applicable Laws and Land Use Regulations; and
- (j) deliver title to the portion of the Facility that transfers the Company Owned Facility Assets and all Equipment it owns to the County, without encumbrance, upon receipt of payment from the County pursuant to Section 2.3.

4.2 Equipment. The Company shall arrange for the design, engineering, manufacturing, and installation of the Equipment. All Equipment will be financed and purchased by the Company. The Company shall have the sole discretion to select and design

the Equipment and determine the placement of the Equipment at the Facility. The Company shall provide access to the County to the Facility and Project Site during the installation period for the purposes of reviewing the design, engineering, manufacturing, and installation of the Equipment.

4.3 Operational Services (Company). Beginning on the Commercial Operations Date, the Company shall:

- (a) Fully Process all Acceptable Materials delivered to the Facility up to the Annual Maximum Acceptable Materials, provided that the Company is not required to receive more than the Daily Maximum Acceptable Materials;
- (b) obtain and maintain all required Facility operating and environmental permits, except for the permits that the County is responsible for obtaining and maintaining, and perform necessary monitoring, sampling, reporting, and corrective actions;
- (c) provide the Management and Operational Services, the Cleaning and Housekeeping Services, and the Preventive Maintenance Services;
- (d) meet the Minimum MRF Diversion Guarantee and Minimum AD Facility Gas Production Guarantee;
- (e) maintain operating hours for the Facility as set forth in **Schedule 1.9**, Operating Hours;
- (f) staff the Facility appropriately and train personnel periodically to ensure safe, environmentally sound operations;
- (g) pay for all utilities for operation of the Facility;
- (h) operate the Facility in conformance with all applicable permit conditions relating to Environmental Laws;
- (i) compile and provide to the County the reports set forth in the Reporting Requirements;
- (j) provide the Hazardous Waste Exclusion and Safety Program in accordance with the timelines and standards set forth therein;
- (k) adopt and comply with the Nuisance Control Standards;
- (l) comply with Oregon Revised Statutes Section 279C.800 *et seq.* related to payment of prevailing wages offered to employees providing services under this Agreement; provided that qualified persons and entities are available at competitive costs and salaries, the Company will endeavor to maximize hiring

and participation from entities based in Oregon to the extent necessary to meet its obligations under this Agreement;

- (m) permit County employees or agents to monitor Facility operations by the Company and enter the Facility at any time with reasonable notice, provided that any such monitoring or inspection does not disrupt the operations of the Facility;
- (n) maintain in full force and effect insurance in the amounts and coverages set forth in the Insurance Schedule;
- (o) maintain in full force and effect the facility operations Performance Bond, as described in Schedule 1.10; and
- (p) excluding construction defects related to County Owned Assets and subject to the terms of this Agreement, perform all maintenance, repair and replacement of the Equipment, Facility and Project Site except as otherwise set forth in the Lease.

4.4 Host Fee. The Company shall pay to the County a host fee in consideration of the delivery of Commingled Recyclable Materials in the amount of twenty dollars (\$20.00) per ton of such material accepted at the Facility on a monthly basis.

5. **Facility Lease and Ownership.** The Company shall lease from the County the Project Site and the portion of the Facility owned by the County pursuant to the Lease. The County and the Company will each own portions of the Facility as delineated on Exhibit 1.

6. **Lender Rights.**

6.1 Collateral Assignment. The Company may pledge, grant a security interest in, and assign, the portion of the Facility owned by Company, the Lease of the remainder of the Facility, and this Agreement in favor any lender (or its designee) financing the purchase by the Company of the Equipment (together with such lender's designee, the "**Equipment Lender**"). The County agrees to execute and deliver any documents or consents that may reasonably be required by the Equipment Lender in connection with the financing of the Equipment (the "Equipment Loan"), including, without limitation, a non-disturbance agreement, closing certificates covering such matters as zoning and land use approvals and a bring-down of representations and warranties, a subordination agreement and a consent to assignment of each in favor of the Equipment Lender, all in form and substance reasonably acceptable to the Equipment Lender, the County and the Company.

6.2 Cure Right. Notwithstanding any provision of this Agreement to the contrary, the County will not take any action to exercise any of its rights set forth in this Agreement to cancel or terminate, or suspend performance under (other than due to Uncontrollable Circumstances), this Agreement, unless (a) the County shall have delivered to the Equipment Lender written

notice specifying the nature of the default giving rise to such right (and, in the case of a payment default, specifying the amount thereof) and that it intends to exercise such right on a date not less than 120 days from notice of such default and the related expiration of all available cure rights and (b) the Equipment Lender shall have the right, but not the obligation, to cure any default by the Company and shall be granted additional time to either cure or, if necessary, to gain control of the Facility or foreclose its security interest in the Equipment, that the Equipment Lender has commenced its right to cure such default or gain control of the Facility or foreclose its security interest as soon as reasonably possible following receipt of notice from the County and diligently pursues such cure right or remedy to completion

6.3 Interim Operation of Facility After Default. If the County notifies the Equipment Lender that it intends to exercise its rights to terminate this Agreement in accordance with Section 11 upon an Event of Default by the Company, it may either (a) request that the Equipment Lender grant a lease of the Equipment to the County or the County's designee who will operate the Facility on terms and conditions agreed upon in writing by the County and the Equipment Lender or (b) request the written consent of the Equipment Lender for a new third-party operator to assume the rights and obligations of the Company under the Lease; provided, however, that in each case, provisions shall be included in the new lease with the County or the County's designee or in any assumption agreement for the continuation of payments relating to debt service on the Equipment Loan during the period of such new lease or assumption agreement.

6.4 New Agreement. Subject to the approval by the County of the identity and qualifications of the new operator and if the Equipment Lender chooses to exercise its rights under this section, upon the Equipment Lender's request, the County shall enter into a new agreement with the Equipment Lender or its successors or assigns under substantially the same terms and conditions of this Agreement upon a termination of this Agreement. The Equipment Lender may assign this Agreement or any new agreement to a County approved third-party operator.

6.5 Notices. Each Party shall deliver to the Equipment Lender, at the address to be specified by the Equipment Lender, concurrently with the delivery thereof to the other Party, a copy of each notice of default or termination given by such Party pursuant to this Agreement.

7. Billing and Payment.

7.1 Issuance. The Company shall invoice the County for Service Fees based on all tons of Acceptable Material delivered, accepted at the Facility and Fully Processed on a monthly basis within fifteen (15) days of the end of each month.

7.2 Payment to Company. The County shall pay invoices due and owing to the Company, or its designee, no later than thirty (30) days after receipt thereof. Any past due invoices will accrue interest at the greater of (a) the JP Morgan Chase prime rate as published in the Wall Street Journal on the invoice date and (b) the interest rate on the Equipment Loan plus three percent (3%).

7.3 Disputes. In the event of a dispute regarding any such invoice, any disputed amounts shall be paid to the Company by the County during the pendency of any dispute. Once resolved, the Company shall either (i) issue a credit memo with an amount equal to any amounts incorrectly charged to the County, if any or (ii) reissue the invoice to the County reflecting the amount still owed if the dispute relates to a shortfall in payment by the County.

7.4 Service Fee Payments. The County agrees that, on or prior to the 15th day of each month commencing on the month after the Commercial Operations Date, it will pay the Company or its designee (including, without limitation, any trustee or collateral agent for the Equipment Loan) all Service Fees hereunder relating to the Project for deposit and distribution in accordance with the bond and loan documents to be delivered in connection with the financing of the Project. The Company acknowledges that payment to the Equipment Lender or any trustee or collateral agent for the Equipment Loan is payment to the Company.

7.5 Payment to County. The Company shall pay invoices due and owing to the County no later than thirty (30) days after receipt thereof. Any past due invoices will accrue interest at the JP Morgan Chase prime rate as published in the Wall Street Journal on the invoice date.

8. **Waste Volume and Processing.**

8.1 Minimum Tonnage. The County shall deliver or cause to be delivered to the Facility at least 120,000 tons of Acceptable Materials per Contract Year (the “**Minimum Tonnage**”), on a monthly basis calculated based on the Annual Projections. The County will provide Annual Projections to the Company. In the event the County fails to deliver the monthly Minimum Tonnage of 10,000 tons in any month as set forth in the Annual Projections, the County shall pay the Operating Cost Component on the number of tons of the shortfall below the Minimum Tonnage for such month. In the event the County makes any such shortfall payments to the Company, the County shall be entitled to payment from the Company up to such amounts at the end of the Contract Year if the annual tonnage shortfall below 120,000 tons is less than the tonnage amount that was the basis of the shortfall payments.

8.2 Annual Tonnage. The County will provide annual tonnage to the Company. The Company will invoice the County at the Service Fee corresponding to the annual tonnage projected by the County on a monthly basis. In the event that actual tonnage of Acceptable Materials delivered to the Facility is greater than the Annual Projection, the County will be entitled to reimbursement of Service Fees calculated on the basis of the amount identified in Schedule 1.15. In the event that actual tonnage of Acceptable Materials delivered to the Facility is less than the Annual Projection, the Company will be entitled to reimbursement of Service Fees calculated on the basis of the amount identified in Schedule 1.15. The calculation shall occur on a quarterly basis in a calendar year.

8.3 Excluded Materials. The County shall direct all Haulers to use reasonable care to prevent delivery of Excluded Materials to the Facility. If Excluded Material is discovered by the Company at the Facility and the Hauler thereof can be identified, the Company will return such

Excluded Material to the Hauler. The County shall cooperate with the Company to identify the Hauler of any Excluded Materials. If the Hauler cannot be identified, the Company will segregate it and the County shall re-deliver the Excluded Material to the Landfill if it is of a type that may be accepted there. If it is not acceptable at the Landfill, the County shall remove the Excluded Material and dispose of it in accordance with Applicable Law at its sole cost and expense. Notwithstanding the foregoing, if Excluded Material is accepted at the Facility as a result of the Company's failure to comply with the Hazardous Waste Exclusion and Safety Program, the Company shall pay for disposal of such Excluded Material.

8.4 Disposal of Post-Processing Residue from Facility.

- (a) *Recyclable Residue.* The Company shall dispose of Residue generated from the operation of the Facility in the Landfill and shall pay the County for such disposal at a cost of \$31.51/ton (such amount to be adjusted each July 1 at the same rate of increase as the CPI) (the **"Residue Disposal Rate"**); *provided, however*, the County shall be responsible for transporting all Residue from the Facility to the Landfill.
- (b) *ADC.* The Company shall provide to the County at no cost all ADC generated from anaerobic digestion at the Facility for use as soil stabilization at the Landfill, with such transportation at the County's sole cost and expense. If the amount of ADC generated exceeds the amount required by the County, the Company shall, if and as directed by the County in writing, use Reasonable Business Efforts to further process the material to a saleable product and the County shall reimburse the Company for any costs incurred by the Company to do so, including amortization of any additional equipment necessary to process the ADC to a saleable product, plus a commercially reasonable fee agreed upon by the Parties. If anaerobic digestion material is not ADC then that material shall be treated as Residue and shall not count as diverted material.
- (c) The Company is not obligated to produce any minimum quantities of Residue or ADC.

8.5 Recycling and Diversion. The Company will use reasonable efforts to Divert as many Recyclable Materials as possible from the Acceptable Material. The Company shall retain all revenue generated from the recycling or sale of Recyclable Materials, and such revenue shall have no impact on the Service Fees owed to the Company under this Agreement. Notwithstanding the foregoing, in the event the net revenue (after deduction for claims, shipping, etc.) from such sales of Recyclable Materials is greater than \$5,000,000 in any year (such amount to be adjusted each July 1 at the same rate of increase as the CPI) (as adjusted, **"Excess Recyclable Revenues"**), then the Company shall pay to the County 25% of such Excess Recyclable Revenues within ninety (90) days of the end of each of each Contract Year.

8.6 Production and Sale of Biogas. The Company shall cause the production of Renewable Natural Gas (RNG) meeting the Renewable Natural Gas Standards. The Company

shall retain all revenue from the sale of RNG and related environmental attributes and such revenue will not affect Service Fee owed to the Company under this Agreement. Notwithstanding the foregoing, if the net revenue (i.e., after deduction for claims, charge backs, brokerage fees) from the sales of RNG and related environmental attributes is greater than \$5,000,000 in any year (such amount to be adjusted each year in accordance with the CPI) (as adjusted, the “**Excess RNG Revenue**”), the Company shall pay to the County 25% of the Excess RNG Revenues within ninety (90) days of the end of each Contract Year. The Company shall maintain accurate books and records with respect to the generation of any revenues from the Project and related brokerage fees and shall make such books and records available for audit by the County at the end of each Contract Year.

9. **County Representations and Warranties.** As of the Effective Date, the County represents and warrants to the Company as follows:

9.1 Status. The County is duly organized and validly existing county of the State of Oregon. It has the corporate power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

9.2 Authorization. The County has the authority to enter into and perform its obligations under this Agreement. The County has taken all actions required by Applicable Law, its charter, or otherwise to authorize the execution of this Agreement. The persons signing this Agreement on behalf of the County have authority to do so, and this Agreement constitutes the legal, valid, and binding obligation of the County enforceable against the County in accordance with its terms.

9.3 Environmental. The Project Site is not in violation of any Environmental Laws and is not subject to any existing, pending, or threatened investigation by and federal, state, or local governmental authority and is not subject to any remedial obligation or lien under or in connection with any Environmental Laws.

9.4 Litigation. There is no action, suit, proceeding, or investigation at law or in equity, before or by any court or governmental entity, against the County, or otherwise affecting the County, wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would materially adversely affect the County’s performance hereunder, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or which would have a material adverse effect on the financial condition of the County.

9.5 Contract Enforceability. The County is subject to suit with respect to its obligations under this Agreement as of the date that this Agreement is executed and delivered by the County.

10. **Representations and Warranties of the Company.**

10.1 Corporate Status. The Company is duly organized, validly existing, and in good standing under the laws of the State of Oregon and is qualified to do business in the State of

Oregon. It is a wholly owned subsidiary of BHS Projects, LLC, which is a wholly owned subsidiary of Emerging Acquisitions, LLC, dba Bulk Handling Systems. It has the corporate power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

10.2 Corporate Authorization. The Company has the authority to enter into and perform its obligations under this Agreement. The Company (and its members, if necessary) have taken all actions required by law, its organizational documents, or otherwise to authorize the execution of this Agreement. The persons signing this Agreement on behalf of the Company have authority to do so, and this Agreement constitutes the legal, valid, and binding obligation of the Company enforceable against the Company in accordance with its terms.

10.3 No Conflict. Neither the execution and delivery by the Company of this Agreement, nor the performance by the Company of its obligations hereunder (i) conflicts with, violates, or will result in a violation of any existing Applicable Law; or, (ii) conflicts with, violates, or will result in a breach or default under any term or condition of any existing judgment, order, or decree of any court, administrative agency, or other governmental authority, or of any existing contract or instrument to which the Company is a party, or by which the Company is bound.

10.4 Litigation. There is no action, suit, proceeding, or investigation at law or in equity, before or by any court or governmental entity, pending or, to the Company's knowledge, threatened against the Company, or otherwise affecting the Company, wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would materially adversely affect the Company's performance hereunder, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or which would have a material adverse effect on the financial condition of the Company.

11. **Default; Cure.**

11.1 Company Default.

The occurrence of any of the following shall constitute a default of this Agreement by the Company:

- (a) *Failure to Successfully Complete Acceptance Tests*. The Company fails to successfully complete, as determined by the CC both the MRF and AD acceptance tests as described in **Schedule 1.1**.
- (b) *Material Performance Failure*. A Material Performance Failure shall have occurred commencing after the Commercial Operations Date. The Company shall not be in default so long as it supplies to the County a plan for cure within thirty (30) days of notice from the County's Public Works Department, which notice will include an estimated length of time to cure, and takes reasonable steps to cure in accordance with such plan and in any event such default is cured

within 120 days, which time will be extended to the extent reasonably necessary to finish the cure provided that the Company shall have commenced the cure as soon as reasonably possible after the Material Performance Failure and continues to diligently pursue the cure until completed. If, after the cure has been implemented the Facility no longer meets the definition of Material Performance Failure for a consecutive period of 60 days (on an average daily basis), then the Company shall not be in default and the County shall notify the Company in writing that it is no longer in default.

- (c) *Failure to Perform Obligations.* The Company fails to perform (other than as specified in clauses (a) and (b) above) any of its obligations under any provision of this Agreement, liquidated damages shall apply as provided for in **Schedule 1.5**. The Company shall not be in default so long as it supplies to the County a plan for cure within such thirty (30) day period below and takes reasonable steps to cure in accordance with such plan, and in any event such default is cured within sixty (60) days, which time will be extended to the extent reasonably necessary to finish the cure provided that the Company shall have commenced the cure as soon as reasonably possible after the Material Performance Failure and have diligently pursued to completion.
- (d) *Failure to Reach Commercial Operations Date.* Company does not reach Commercial Operation Date as specified in the Schedule of Performance, provided that any delays not caused by the Company, its subcontractors or agents, will extend the number of days on a day-for-day basis.
- (e) *Insolvency or Bankruptcy (Voluntary Petition).* The Company files a voluntary petition for relief under any bankruptcy, insolvency, or similar law.
- (f) *Insolvency or Bankruptcy (Involuntary Petition).* An involuntary petition is brought against the Company under any bankruptcy, insolvency, or similar law which remains undismissed or unstayed for ninety (90) Days.

11.2 County Default. The occurrence of any of the following shall constitute a default of this Agreement by the County:

- (a) *Failure to Pay Service Fees.* The County fails to pay any Service Fee as and when due and its failure is not cured within seven (7) days after written notice from the Company;
- (b) *Failure to Perform Other Obligations.* The County fails to perform any of its obligations under any other provision of this Agreement, and its failure to perform is not cured within thirty (30) days after written notice from the Company, provided that if the nature of the breach is such that it will reasonably require more than thirty (30) days to cure, the County shall not be in default so

long as it supplies to the Company a plan for cure within such thirty (30) day period and takes reasonable steps to cure in accordance with such plan;

- (c) *Insolvency or Bankruptcy (Voluntary Petition)*. The County files a voluntary petition for relief under any bankruptcy, insolvency, or similar law; or
- (d) *Insolvency or Bankruptcy (Involuntary Petition)*. An involuntary petition is brought against the County under any bankruptcy, insolvency, or similar law which remains undismissed or unstayed for ninety (90) Days.

11.3 Remedies Upon Default.

- (a) *Performance Guarantee Failure or Commercial Operations Delay*: Remedies for performance guarantee and Commercial Operations delays and failures are specified in **Schedule 1.1, A.4.3 (Actions in Event of Test Failure) and B.4.3 (Test Failure)**.
- (b) *Failure to Process Materials*. If the Company is in breach of this Agreement as a result of its inability to process the Acceptable Material delivered to the Facility by County, the Company shall pay damages to the County in an amount set forth in the Liquidated Damages Schedule. In such an event, County may not terminate the Agreement and such damages shall be the sole and exclusive remedy to County.
- (c) *Non-Material Breaches*. If the Company is in breach of this Agreement and such breach is accounted for in the Liquidated Damages Schedule, the Company shall pay damages to the County in an amount set forth in **Schedule 1.5, Liquidated Damages, under "B.2. Failure to Cure"**. In such an event, County may not terminate the Agreement and such damages shall be the sole and exclusive remedy to County.
- (d) *Material Performance Failure*. If a Material Performance Failure is not cured as described in subsection 11.1(b) above, then the County may terminate this Agreement in accordance with Section 6.
- (e) *Company's Insolvency, Bankruptcy, or Cease of Operations*. If the Company is in breach of this Agreement and a petition for bankruptcy is filed as described in subsections 11.1(e) or (f) or if Company has ceased operations, the County will have the immediate right to terminate this Agreement and assume the Company's operations and Equipment to maintain continuity of materials processing in accordance with Section 6.
- (f) *Other Breaches*. Subject to the requirements of Section 13, if a default occurs other than as provided in paragraphs (a)-(c) of this subsection 11.3 and such default is not cured within a reasonable period agreed to by the Parties, then the

non-defaulting party may serve notice upon the defaulting party that this Agreement and the then unexpired Term shall cease and expire on the date specified in such notice, without any right on the part of the defaulting party to save the forfeiture by payment of any sum due or by the performance of any term or condition broken.

(g) *Limitation on Damages.*

- (i) Neither Party will be liable to the other Party for any indirect, consequential, incidental, special, punitive or other similar damages.
- (ii) If liquidated damages are imposed for any breach other than failure to pass Performance Testing as set out in Schedule 1.1, it is the exclusive remedy except as otherwise set forth in this agreement.

11.4 Effect of Termination; Survival.

- (a) *Effect of Termination.* Upon expiration or termination of this Agreement, the Parties' obligations with respect to this Agreement will terminate, except as to liabilities or claims of either Party that have accrued or arisen before the termination date and the rights under this subsection 11.4.
- (b) *Purchase of Equipment, County Default.* Upon a termination of this Agreement by the Company due to uncured default by the County as described in subsection 11.2 above, within 90 days of receipt or delivery of the termination notice, the County shall:
 - (i) purchase the Equipment owned by Company by either assuming the Company's obligations to the Equipment Lender, if allowed by such Equipment Lender or paying the Equipment Lender an amount equal to all outstanding indebtedness related to the construction and delivery of the Equipment; and
 - (ii) timely pay to the United States Internal Revenue Service any required recapture of the Incentive Tax Credit or other tax incentives, including any interest and penalties, if the termination takes place within the recapture period of the first five (5) years after Commercial Operations of the facility; and
 - (iii) beginning on January 1, 2026, pay an amount sufficient to compensate the Company for the fair market value of the rights of the Company under the Processing Service Agreement and Lease.
 - (1) For the purpose of this Section, fair market value of the rights of the Company under the Service Agreement and Lease ("Fair Market Value") means the estimated Earnings Before Interest

Taxes Depreciation and Amortization ("EBITDA"), without regard to extraordinary and non-recurring gains or losses, calculated on a rolling two (2) year basis. EBITDA does not and shall not include costs of debt services on the Equipment Loan. For clarity, the calculation period shall begin with the date of Commercial Operations and roll forward two (2) years on a continuous basis.

- (2) If the County and Company are unable to agree on the Fair Market Value within 60 calendar days from the commencement of negotiations, and if either the County or the Company give written notice to the other party, the determination of Fair Market Value shall be determined by certified professional accountants. In such event, each party shall appoint a certified professional accountant with industrial experience.
- (3) If the two certified professional accountants cannot agree, then the two shall appoint an independent certified professional accountant with industrial experience and the opinion of such independent certified professional accountant shall determine the Fair Market Value. The County and Company shall share the cost of the independent certified professional accountant.
- (4) Upon payment of the amounts set forth in this subsection 11.4(b), the Company shall deliver title to the Equipment and the Company Owned Facility Assets. Until payment of the amounts set forth in this subsection, the Company and the Equipment Lender shall retain the continued right to access the Facility and Project Site to remove any Equipment therefrom.

(c) *Purchase of Equipment, Company Default.*

- (i) In the event of an uncured default by the Company as described in subsection 11.1 above, within 120 days of receipt or delivery of the termination notice, the County shall have the option, but shall not be required to, purchase the Equipment owned by Company by either assuming the Company's obligations to the Equipment Lender, if allowed by such Equipment Lender, or paying the Equipment Lender an amount equal to all outstanding indebtedness related to the construction and delivery of the Equipment. If the County does not elect to purchase the Equipment following termination of this Agreement and the Equipment Lender does not exercise its rights set forth in Section 6 herein, the Equipment shall be removed from the Project Site within 180 days of the termination or pay liquidated damages as set forth in Schedule 1.5

- (ii) The County will have full ownership of the Equipment upon payment to the Equipment Lender.
- (d) *Remedies.* Subject to subsection 11.3(g), Limitation of Damages, either Party may pursue any and all remedies under law in the event of a default by the other Party including recovering monetary damages associated with any termination.
- (e) *Company's Post-Termination/Expiration Obligations.* Upon the termination or expiration of this Agreement, the Company shall comply with the following post-termination obligations:
 - (i) stop the Contract Services on the date and to the extent specified by the County;
 - (ii) promptly deliver to the County all construction record drawings prepared by the Company in carrying out the construction which have not previously been delivered to the County;
 - (iii) promptly take all action as necessary to protect and preserve all materials, equipment, tools, facilities and other property;
 - (iv) within 180 days remove from the Facility all equipment, implements, machinery, tools, temporary facilities of any kind and other property owned or leased by the Company (including, sheds, trailers, workshops and toilets), and repair any damage caused by such removal;
 - (v) leave the Facility in an orderly condition;
 - (vi) promptly deliver to the County the Operation and Maintenance Manual used at the Facility in the performance of the Contract Services, including all revisions and updates thereto, should the County purchase the Equipment;
 - (vii) deliver to the County a copy of all books and records in its possession required to be maintained under this Agreement;
 - (viii) provide the County with a list of all computer and other files relevant to the current operations of the Facility, and access, usernames, passwords and security code, excluding attorney client privileged documents;
 - (ix) promptly deliver to the County copies of all subcontracts;
 - (x) assign to the County any subcontract that the County elects in writing, at its sole election and without obligation, to have assigned to it. The County shall assume, and the Company shall be relieved of its obligations under, any subcontract so assigned;

- (xi) terminate all subcontracts not assigned to the County and make no additional agreements with subcontractors;
 - (xii) promptly transfer to the County all warranties given by any manufacturer or subcontractor with respect to particular components of the Facility or Equipment;
 - (xiii) take no action which shall increase any amount payable by the County under this Agreement.
- (f) *Survival.* Subject to the limitations and other provisions of this Agreement, Section 11, as well as any other provision that in order to give proper effect to its intent should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement.

11.5 Duty to Mitigate. The Parties shall have an obligation to use commercially reasonable efforts to mitigate their damages hereunder.

12. **Equipment Bonding.** At the time that Company enters into the Municipal Solid Waste Facility and Anaerobic Digestion Facility Equipment purchasing agreements, the Company will cause its equipment supplier to provide a performance bond in Company's favor for five million dollars (\$5,000,000) to support the acquisition of the Equipment and its performance according to the Performance Guarantees. The Company will release such bond upon successful completion of the Performance Tests of both the Municipal Solid Waste Facility and Anaerobic Digestion Facility. Additionally, the Company will provide a performance bond in the County's favor for five million dollars (\$5,000,000) to support performance of the Equipment according to the Performance Guarantees set forth in Schedule 1.1. The County will release such bond upon successful completion of the Performance Testing.

13. **Dispute Resolution.** Except in those cases where this Agreement references the use of an Independent Consultant ("IC") to resolve a dispute between the Parties, in which case any such disputes shall be resolved based on the decision of the IC, the parties are required to exert commercially reasonable efforts to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or another cooperative dispute resolution process. All matters remaining in dispute between the Parties to this Agreement arising from or relating to the Agreement, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon. BOTH THE COUNTY AND THE COMPANY HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS AND WAIVE ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Venue for all disputes and litigation will be in Lane County, Oregon.

This Section does not constitute a waiver by the County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.

14. **Excuses From Performance.**

14.1 Uncontrollable Circumstances.

- (a) *Force Majeure.* Neither Party will be held responsible for delay or default due to force majeure acts, events, or occurrences, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that Party. The Parties shall be excused from performing their respective obligations under this Agreement, to the extent performance is prevented by force majeure acts, events, or occurrences, such as by reason of floods, transportation disruptions, significant disruptions to supply chains beyond delays which should have been reasonably anticipated as of the Effective Date, earthquakes, fire, landslide, lightning, earthquake, flood, explosion, other casualty event, acts of "God," war, terrorism, sabotage, civil blockade or insurrection, riots, superseding state or federal governmental regulations or judicial actions making contract unenforceable, actions of domestic governments (except County's obligations shall not be excused as a result of its own actions), not due to the fault of the Party seeking relief due to an Uncontrollable Circumstance, pandemic, epidemic, and any other catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder except as provided below with respect to exclusions from the definition of "Uncontrollable Circumstances" (an "**Uncontrollable Circumstance**").
- (b) It is specifically understood that none of the following acts, events or circumstances shall constitute Uncontrollable Circumstances:
 - (i) Any act, event or circumstance that would not have occurred but for the affected party's failure to comply with its obligations hereunder;
 - (ii) Changes in interest rates, inflation rates, wage rates, insurance premiums, commodity prices, labor availability, currency values, exchange rates or other economic conditions;
 - (iii) Changes in the financial condition of the County, the Company or their affiliates or subcontractors affecting the ability to perform their respective obligations;
 - (iv) Union or labor work rules, requirements or demands, strikes, labor disputes, work slowdowns, work stoppages, boycotts or other similar

labor disruptions affecting construction except for third-party strikes affecting construction activities;

- (v) Any surface conditions at the Project Site;
 - (vi) Any act, event, circumstance or Change in Law occurring outside of the United States;
 - (vii) Mechanical failure of Equipment;
 - (viii) The failure of the Company to secure any patent or other intellectual property right which is or may be necessary for the performance of the work; or
 - (ix) Changes in waste composition of Acceptable Materials during the Term.
- (c) *Notice.* The Party claiming excuse from performance as a result of Uncontrollable Circumstances shall as soon as possible after such Party has notice of such circumstances, give the other Party notice of the facts constituting such circumstances. As soon as is reasonably practicable thereafter and in no event longer than 14 days, the Party claiming excuse from such event shall provide the other Party an update, the proposed solution, an estimate of the costs and time necessary to resume its obligations, and asserting its claim to excuse under this subsection.
- (d) *Tolling; Conferral.* In the event of an Uncontrollable Circumstance during construction of the Facility, the Parties may agree to toll the completion date and other milestones related thereto. If an Uncontrollable Circumstance causes major damage or destruction of the uncompleted Facility:
- (i) The Company shall repair or rebuild the portion of the Facility that it constructed if damaged;
 - (ii) The County shall repair or rebuild the portion of the Facility that it constructed if damaged;
- (e) *Conferral.* The Parties shall meet and confer to determine whether repair or rebuilding of the Facility is feasible if insurance will cover all costs to do so or, in the event that insurance will not cover the total amount cost to repair or rebuild the Facility, if either or both Parties are willing to provide additional funds to repair or rebuild the Facility. If the Parties cannot come to an agreement within thirty (30) days of beginning such discussions, either Party may terminate this Agreement.

15. **Indemnification.**

15.1 Company Indemnity. The Company shall indemnify, protect, defend, and hold harmless the County and each and every officer, director, member, partner, employee, manager, affiliate, subsidiary, and agent of County, and their respective heirs, personal representatives, successors, and assigns (together the “County Indemnitees”), against and from all liabilities, obligations, damages, judgments, penalties, claims, actual losses, reasonable costs and expenses of every nature, including, without limitation, reasonable and documented out-of-pocket attorney fees, which may be imposed on or incurred by or asserted against them or any of them in connection with, arising out of or relating to the negligence or willful misconduct of Company or its agents, employees, or contractors in the performance of this Agreement, except to the extent resulting from (i) the negligence or misconduct of the County Indemnitees, (ii) the delivery of non-conforming waste, or (iii) environmental claims arising from the events that occur after the termination or expiration of this Agreement (unless such claims are the result of the Company Indemnitees’ (as defined below) actions). The obligation to indemnify, protect, defend, and hold harmless under this subsection shall survive the termination of this Agreement.

15.2 County Indemnity. To the extent permitted by the Oregon Constitution, ORS 32.320, and by the Oregon Tort Claims Act, the County shall indemnify, protect, defend, and hold harmless the Company and each and every shareholder, officer, director, member, partner, employee, manager, affiliate, subsidiary, and agent of the Company, and the respective heirs, personal representatives, successors, and assigns (together the “Company Indemnitees”), against and from all liabilities, obligations, damages, judgments, penalties, claims, actual losses, reasonable costs, and expenses of every nature, including, without limitation, reasonable and documented out-of-pocket attorney fees, which may be imposed on or incurred by or asserted against them or any of them in connection with, arising out of or relating to the negligence or willful misconduct of the County or its agents, employees or contractors in the performance of this Agreement, except to the extent resulting from the (i) defective operations, (ii) negligence or misconduct of the Company Indemnitees, or (iii) environmental claims arising from the events that occur during the Term (unless such claims are the result of the County Indemnitees’ actions). The obligation to indemnify, protect, defend, and hold harmless under this subsection shall survive the termination of this Agreement.

16. Limited Waiver of Governmental Rights.

16.1 Fees, Taxes, and Assessments. The County shall not, without the prior written consent of the Company, which shall not be unreasonably withheld, impose any additional fees, taxes, or assessments on all or any portion of the Project, other than fees and taxes imposed on a county-wide basis.

16.2 Moratorium. County agrees, to the extent practicable, to provide reasonable advance notice of any ordinance, resolution, or other Land Use Regulation or limitation which may apply to or govern operation of the Facility.

16.3 Waiver of Right of Condemnation. The County hereby waives all rights to acquire the Equipment and any other property of the Company utilized in the performance of its obligations under this Agreement through the exercise of condemnation or eminent domain.

17. Intellectual Property.

17.1 Company Intellectual Property Warranty. The Company warrants that it is the owner of, or has the necessary rights to, all intellectual property (including but not limited to copyrights, patents, and trade secrets) that it may use in performing and completing its obligations under this Agreement.

17.2 County Intellectual Property Warranty. The County warrants that it is the owner of, or has the necessary rights to, all intellectual property (including but not limited to copyrights, patents, and trade secrets) that it may use in performing and completing its obligations under this Agreement.

17.3 Intellectual Property Ownership.

- (a) Subject to the non-exclusive licenses contained in this agreement, each party retains all copyrights, patent rights, trade secret rights as well as any and all other proprietary rights in or to any documentation, photos, designs, sound or audiovisual recordings, software code, inventions, methods, systems, technologies, and other materials in existence upon execution of this Agreement.
- (b) Subject to the non-exclusive licenses contained in this agreement, each party shall be the sole owner of all copyrights, patent rights, trade secret rights as well as any and all other proprietary rights in or to any documentation, photos, designs, sound or audiovisual recordings, software code, inventions, methods, systems, technologies, and other materials that party creates or causes third parties to create on its behalf, after execution of this Agreement.

17.4 Nonexclusive Intellectual Property License to the County. The Company grants to the County, solely for its use in association with the performance of this Agreement, a perpetual, irrevocable, non-transferable, no-cost, royalty-free nonexclusive license, with the right to grant sublicenses upon prior agreement of the Company (such agreement not to be unreasonably withheld), in the intellectual property (including, but not limited to copyrights, patents, and trade secrets) it owns and is used in association with the performance of this Agreement. Such license shall operate only to the extent it is necessary for the County to perform its obligations under this Agreement and operate the Facility. The County acknowledges that the Company may grant a lien to the Equipment Lender on the intellectual property that the Company owns as security for the Equipment Loan.

17.5 Nonexclusive Intellectual Property License to the Company. The County grants to the Company, solely for its use in association with the performance of this Agreement, a

perpetual, irrevocable, non-transferable, no-cost, royalty-free nonexclusive license, with the right to grant sublicenses upon prior agreement of County (such agreement not to be unreasonably withheld), in the intellectual property (including, but not limited to copyrights, patents, and trade secrets) it owns and is used in association with the performance of this Agreement. Such license shall operate only to the extent it is necessary for the Company to perform its obligations under this Agreement and operate the management Facility.

17.6 Indemnification of County for Infringement Claims. The Company shall indemnify the County Indemnitees against and from all liabilities, obligations, damages, judgments, penalties, claims, actual losses, reasonable costs and expenses of every nature, including, without limitation, reasonable and documented out-of-pocket attorney fees, which may be imposed on or incurred by or asserted against them or any of them in connection with, arising out of the alleged infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right by reason of the manufacture, sale, marketing, or use of any product, system, method, or any other action undertaken by the Company in performing its obligations under this Agreement.

17.7 Indemnification of Company for Infringement Claims. The County shall indemnify the Company Indemnitees against and from all liabilities, obligations, damages, judgments, penalties, claims, actual losses, reasonable costs and expenses of every nature, including, without limitation, reasonable and documented out-of-pocket attorney fees, which may be imposed on or incurred by or asserted against them or any of them in connection with, arising out of the alleged infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right by reason of the manufacture, sale, marketing, or use of any product, system, method, or any other action undertaken by the County in performing its obligations under this Agreement.

17.8 Use of County Logo. The County hereby grants the Company the non-exclusive right and license to use the Lane County logo in connection with implementing this Agreement and operation of the Facility. Upon termination of this Agreement, the Company agrees to cease all use of the Lane County logo.

18. **Use of Company Trademarks.** The Company hereby grants the County the non-exclusive right and license to use its trademarks and service marks in connection with implementing this Agreement and operation of the Facility. Upon termination of this Agreement, the County agrees to cease all use of the licensed marks.

19. **Confidential Records.**

19.1 The Parties have the right to identify records and information as confidential to the extent permissible by law and the nature of the records and information warrants confidentiality.

19.2 Trade secrets must be distinctly labeled as such. Company agrees to label any asserted trade secrets and thereafter when requested by the County, provide relevant factual

information and justification of the assertion of the trade secret exemption. Failure to initially label records as trade secrets does not prevent the Company from asserting that a record is a trade secret and labeling the information as such at a later time. ORS 192.345(2) provides a conditional exemption from disclosure of trade secrets. ORS 192.355(9)(a) provides an unconditional exemption for public records or information the disclosure of which is prohibited or restricted or otherwise made confidential or privileged under Oregon law, which includes trade secret as defined in ORS 646.461.

19.3 The Parties shall not disclose confidential information unless required by law, court or district attorney order.

19.4 Records held by County are generally considered public records and subject to public disclosure unless a statutory exemption applies.

19.5 Pursuant to Oregon public record law (ORS 192.355(4)) confidential records submitted by the Company to the County may be withheld from disclosure if the following criteria is met:

- (a) The informant must have submitted the information on the condition that it would be kept confidential;
- (b) The informant must not have been required by law to provide the information;
- (c) The information itself must be of a nature that reasonably should be kept confidential;
- (d) The County must be able to show that it has obliged itself in good faith not to disclose the information; and
- (e) The public interest would suffer by the disclosure.

19.6 With respect to any Financial Statements or any other non-public information, County agrees that it will hold in confidence all such information and it will restrict the disclosure of all such information within its own organization and to its agents or representatives on a need-to-know basis.

19.7 Within five (5) days of receiving a public records request for information that is labeled confidential or trade secret and prior to releasing such information, the County will inform the Company by written notice (including electronic mail). The Company may seek judicial assistance to prevent the disclosure of the confidential information, in which case, unless required to do so by law, court order, or governmental order, and so long as the judicial assistance is sought within seven (7) days of receiving notice, the County will not release the confidential information except pursuant to a final, non-appealable order or judgment to release the confidential information

19.8 Company agrees that County shall have no liability for the disclosure of any confidential information in response to a public records request where such disclosure is required by law, the court or governmental order, but only if County has provided Company the prior written notice above and the Company does not seek judicial assistance to prevent disclosure, or if the Company does seek judicial assistance and the confidential information is released pursuant to a final, non-appealable order or judgment.

20. **Miscellaneous**

20.1 Relationship of the Parties.

- (a) The Parties intend that the Company shall perform the services required by this Agreement as an independent contractor engaged by the County and not as an officer or employee of the County nor as a partner or joint venturer with the County. No employee or agent of the Company shall be deemed to be an employee or agent of the County and no employee or agent of the County shall be deemed to be an employee or agent of the Company.
- (b) Except as expressly provided under Sections 3.1 and 4.1, each Party shall have the exclusive control over the construction of the portion of the Facility that it will construct and own and the manner and means of conducting the services performed under this Agreement, and over all persons performing such services. Each Party shall be solely responsible for the acts and omissions of its officers, employees, subcontractors, and agents.

20.2 Assignment. Except as provided in Section 6 and in this subsection, either Party may assign their rights and obligations under this Agreement in accordance with this subsection. The County may assign this Agreement upon written consent of the Company and the Equipment Lender to another governmental entity provided the successor governmental entity has substantially similar financial and legal capability to perform and agrees to be bound by the terms of this Agreement. The Company may assign this Agreement upon written consent of the County and the Equipment Lender to a third-party of similar size, experience in operating similar facilities, and financial capability to carry out all of the Company's obligations under this Agreement and is not a Restricted Person. Consent to an assignment under this subsection shall not be unreasonably withheld, conditioned or delayed by either Party.

20.3 Notices or Demands. All notices, waivers, demands, requests, or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (a) if mailed, on the third (3rd) business day after deposit in the United States certified or registered mail, postage prepaid, return receipt requested, or (b) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier, or (c) if delivered by electronic mail with a verified receipt, the next business day after transmittal, in every case addressed to the Party to be notified as following:

If to Company: _____

With copy to: _____

If to County: _____

With copy to: _____

or to such other address(es) or addressee(s) as any Party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection, refusal to accept, or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt. Either party may designate a new authorized representative by written notice to the other. Parties agree to provide prompt notice of a new authorized representative when the authorized representative on record has changed.

20.4 Headings. The headings and captions of this Agreement are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof.

20.5 Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provisions of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20.6 Governing Law. With regard to any dispute between the Parties concerning this Agreement, the terms of the Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to any choice of law provisions rules (whether of the State of Oregon or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Oregon. This Agreement shall otherwise be fully enforceable as a valid and binding contract as and to the extent provided by the laws of the State of Oregon.

20.7 Injunctive Relief. To the extent a Party seeks injunctive or other equitable relief pursuant to one or more applicable sections of this Agreement, the dispute resolutions requirements under Section 13 do not apply and the Party shall be entitled to seek all such injunctive or other equitable relief.

20.8 Waiver of County's Right to Exclude. County grants, acknowledges, and confirms that Company and the Equipment Lender and their respective representatives retain an irrevocable right of access to the Facility during the Term of the Agreement including, without

limitation, access to all records and information related the operation of the Facility and, in the event of expiration or termination of this Agreement, the right of access to the Facility for the limited purpose of retrieving Equipment, documents, or records of the Company.

20.9 Entire Agreement; Ordering. This Agreement, including the Exhibits and Schedules, represents the full and entire Agreement between the Parties with respect to the matters covered herein. In the event of any conflict between the Schedules and the body of this Agreement, the Schedules will control.

20.10 Waiver. The failure of any Party hereto to enforce any term, covenant, condition, or agreement hereof shall not be deemed to avoid or affect the right of such Party to enforce the same term, covenant, condition, or agreement on the occasion of the subsequent default or breach.

20.11 Counterparts. This Agreement may be executed in separate counterparts. It shall be fully executed when each Party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the Parties. Delivery of an executed counterpart's signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

20.12 Further Assurances. Each Party agrees to execute and deliver to the other Party such certificates, documents and agreements as the other Party may reasonably request in order otherwise to carry out the intents and purposes of this Agreement.

20.13 Attorney Fees. If any legal proceeding is commenced to interpret or enforce any provision of this Agreement, including any appeal therefrom, and any proceeding under the U.S. Bankruptcy Code, the prevailing party shall recover its reasonable attorney's fees and reasonable costs and disbursements.

20.14 Amendment. This Agreement may not be altered, changed, or amended, except by an instrument in writing, signed by the party against whom enforcement is sought; provided, however, that the Company acknowledges that it may not enter into an amendment to this Agreement without the prior written consent of the Equipment Lender in accordance with and as provided in the documents relating to the Equipment Loan. This Agreement and any exhibits contain the entire agreement reached in all previous negotiations between the parties hereto and there are no other representations, agreements or understandings of any kind, either written or oral, except as specifically set forth herein.

SIGNATURES FOLLOW ON NEXT PAGE

SIGNATURES

COMPANY'S CERTIFICATIONS:

BY EXECUTION OF THIS CONTRACT, THE UNDERSIGNED CERTIFIES TO COUNTY THAT:

- The undersigned person has the power and authority to execute this Contract on behalf of Company, and to bind Company to its terms,
- Company will, at all times during the term of this Contract, be qualified and professionally competent, and possess any licenses required to perform the Work,
- Company has not discriminated against minority, women or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, and
- The Company has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, including:
 - (a) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
 - (b) Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
 - (c) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- Pursuant to ORS 305.385(6) and OAR 150-305-0302, the undersigned as Company hereby swears and affirms under penalty of perjury that, to best of my knowledge, Company is not in violation of any tax laws described in ORS 305.380 (4)(a).

EACH PARTY, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY:

By:  Digitally signed by
Steve Mokrohisky
Date: 2024.10.04
15:30:52 -07'00'

Name: Steve Mokrohisky

Title: County Administrator

Date: _____

BHS PROJECTS @ LANE COUNTY, LLC:

By: 

Name: Eric D. Herbert on behalf of Steve Miller

Title: Manager and Chief Executive Officer

Date: 10-04-2024

SCHEDULES

Schedule 1.1

Acceptance Tests

A MATERIAL RECOVERY SYSTEM COMMISSIONING AND PERFORMANCE TESTING REQUIREMENTS

A.1 Phase 1 – Component Testing:

1. Included in Phase I of the commissioning protocol, the Company will cause the Company to test each piece of equipment in the processing lines, using commissioning protocol described below as well as any additional protocols to be developed and agreed upon in writing and signed off between the Parties prior to testing, and shall provide written verification to the County that each piece of equipment has been properly installed and is ready for further testing. Given that there is both a Single Stream “SS” line and a MSW “Acceptable Materials” line, the Company will work with the County to determine if all MRF testing will be tested separately by line or together. Company will be responsible for providing all necessary SS testing infeed. This phase of the performance test program is referred to as “Component Testing”. In addition to the commissioning protocol, which is performed during, and upon completion of the mechanical and electrical installation of all system components, a separate inspection and component testing process, Phase I, will be directed by Company and monitored, measured, and reported to the County by the CC, which will be selected by the County following the agreed upon protocols. Costs for CC are to be shared evenly between County and Company. The Company’s Phase 1 commissioning process will commence concurrent with the final week of the Company’s installation schedule and be completed within three (3) working days after the Company’s mechanical and electrical installation are completed. The County will work cooperatively with the Company to minimize the impact of the Company’s Phase 1 commissioning process upon the Company’s installation and system start-up process.
2. The Company’s field testing and motor control programming will include Emergency stops / interlocks testing, and be observed by the CC, during this phase of the test program.
3. The CC will monitor the Phase 1 activities to ensure that BHS is proceeding under the commissioning protocols. The CC will also record and document the testing event and the results. Documentation of event and results will be included within an overall monitoring report which includes all four of the MRF testing phases. The following items are expected for the Phase 1 report:

- a. Listing of inter-locks and emergency stops that exist within the system, the date and time tested and the result of the test (pass/fail), and a brief description of how the test was performed.
 - b. Listing of each conveyor within the system, the date and time the test was performed, and a brief description of the test.
 - c. Listing of each component (other than listed above) of the system that was tested, the results of the test, and a brief description of the testing.
 - d. Signed statement that the Company has completed the required testing under the guidelines of this document and that all components passed the testing protocol. Exceptions will be highlighted; for example, if a component failed a test, was repaired and retested and passed.
 - e. Schedule for Phase 1 retesting in the event of failure.
4. Once testing for each of the MRF System's mechanical and electrical components has been successfully completed and equipment testing reports have been submitted to the County and Company, by CC, for all pieces of equipment, the Company shall notify the County in writing, and receive the County's written acknowledgement (within 24 hours) before proceeding with Phase 2 of the Performance Test Program.

A.2 Phase 2 – Dry Run System Test (not loaded):

1. This phase of the Commissioning Protocol shall consist of the continuous uninterrupted operation for four (4) hours of all electrical / mechanical processing systems and equipment, (the **"Dry Run System Test"**). This test run shall be conducted in the absence of feedstock and in the presence of County representatives.
2. The purpose of this Phase of the test program is to ensure that the individual pieces of equipment have been properly installed and interlocked as required, and that these pieces of equipment can operate collectively, as a system, without malfunction.
3. The Dry Run System Test shall be conducted on a continuous and uninterrupted basis for a full four (4) hours. The Company shall ensure that the Facility is adequately staffed at all times during the test.
4. No abnormal or unusual staffing, maintenance and/or adjustments will be permitted during the Dry Run System Test, unless authorized by the County.
5. Once the Dry Run System Test has commenced, unscheduled mechanical or electrical shut down of the processing lines or any other component of the system, for any reason

other than accidental E-stop activation or an observed safety emergency, shall constitute failure of the test.

6. If for any reason the Dry Run System Test is not successfully completed, the Dry Run System Test shall be repeated until it is completed successfully for the four (4) hours duration as specified.
7. The CC will monitor the Phase 2 activities to ensure that the Company is proceeding under the commissioning protocol. The CC will also record and document the testing event and the results. Documentation of event and results will be included within an overall monitoring report which includes all four phases of the MRF testing protocol. The following items are expected for the Phase 2 report:
 - a. Report outlining the Dry Run test(s) and the results (pass/fail).
 - b. Description of the test (details).
 - c. Description of any failure causing the test to be suspended, canceled, or otherwise not completed in full.
 - d. Repairs required to correct the failure.
 - e. Schedule for Phase 2 retesting in the event of failure.

A.3 Phase 3 – Function Testing (loaded):

1. The purpose of this phase of the test program is to provide the MRF-system staff involved in the commissioning of the Facility (including sorters and mobile/fixed equipment operators) with an opportunity to become familiar with the processing systems prior to the start of the final stage of the Commissioning Protocol, and to demonstrate to the County and Company that the equipment has been properly installed and functions as intended and is capable of processing the specified materials at the specified flow rates without overloads, jamming, “tripping”, or other malfunction.
2. The Company shall not commence the Phase 3 test until Phase 2 has been successfully completed and the County has provided written acknowledgement (within 24 hours) to proceed with Phase 3.
3. The County shall provide the Acceptable Materials required during the MSW Phase 3 Function Test.
4. At a minimum, this phase of testing shall be conducted over two (2) consecutive days, five (5) consecutive hours per day. If the Company requires a longer period of time to make system adjustments, the County will continue to provide the required Acceptable Material up to a maximum of four (4) working days during a 6 (six) day period, Monday

through Saturday. After four (4) working days, adjustments to the calculations and performance times will be made.

5. No abnormal or unusual staffing, maintenance and/or adjustments will be permitted during Phase 3, unless authorized by the County.
6. All plant operating costs, including sorters, equipment operators, supervisors, supplies, and utilities shall be borne by the Company.
7. *Requirement for CC.* The CC will monitor the Phase 3 activities to ensure that the Company proceeds under the commissioning protocol. The CC will also record and document the testing events and the results. Documentation of the events and results will be included within an overall monitoring report which includes all four phases of the MRF testing protocol. The following items are expected for the Phase 3 report:
 - a. Report outlining the results of standard operations of the system and any system corrections to be resolved before Phase 4.
 - b. Date and times of each day of processing, approximate Acceptable Materials processed, TPH, number of sorters on the line and their position, estimated quality (visual) of the final commodities.
 - c. Schedule for Phase 3 retesting in the event of failure.

A.4 Phase 4 – MRF System Performance Test:

1. Phase 3 must be completed prior to the start of Phase 4 and the County has provided written acknowledgement (within 24 hours). The Company shall provide the County with written notification of its desire to start Phase 4 (complete the test program). The notification shall certify that all individual mechanical and electrical components of the MRF system have been properly installed and collectively are functioning as a system.
2. During the Phase 4 stage, the Company shall have available all necessary personnel formed and ready to operate the plant (sorters, equipment mechanical and operator, supervisor, etc).
3. All plant operating costs, including sorters, equipment operators, supervisors, supplies, and utilities shall be borne by the Company.
4. The County shall provide all of the required Acceptable Materials during the scheduled testing period. Before starting test on Phase 4, the County shall assure that sufficient Acceptable Materials are available for each day's testing.
5. The performance requirements for each of the four (4) testing days must be chronologically and independently achieved.

6. Phase 4 Performance testing shall be scheduled and completed during a single, six-day period (Monday - Saturday).
7. No abnormal or unusual staffing, maintenance and/or adjustments will be permitted during Phase 4, unless authorized by the County.

A.4.1 Performance Testing Schedule

The Performance Run Test shall be conducted over a total of four (4) consecutive, daily work shifts. During Phase 4, the shift schedule will be as follows:

7:00 A.M.	Shift commencement and system start-up
9:00 A.M.	Break
11:30 A.M.	Lunch
2:00 P.M.	Break
3:30 P.M.	System shut-down and commencement of plant clean-up
4:00 P.M.	End Shift

The four (4) testing days will be scheduled, as follows:

Day One	Independent testing of the MSW processing system for hourly rate of production (throughput) and system uptime
Day Two	Independent testing of the MSW processing system for material recovery rate and system uptime.
Day Three	Independent testing for system uptime.
Day Four	Combined testing of MSW processing system for hourly rate of production, system uptime, and material recovery rate.

A.4.2 Performance Tests

The Phase 4 Performance Test involves the assessment of following three (3) individual tests:

1. System Uptime
2. Hourly Rate of MSW Production
3. MSW Material Recovery Diversion Rate

The contractual requirements for uptime, hourly rate of production, and material recovery diversion rate must be contemporaneously achieved during Phase 4 testing. The failure of any of the three (3) individual tests shall constitute failure of the entire Performance Test.

Requirement for CC. – The CC will monitor the Phase 4 Performance Test to ensure that the Company is proceeding under the commissioning protocol. The CC will also record and document the testing event and the results. Documentation of event and results will be included within an overall monitoring report which includes all four phases of the MRF testing protocol. The following items are expected for the Phase 4 report:

- a. Report outlining the Performance Test(s) and the results (pass/fail).
- b. Description of the test (details).
- c. Description of any failure causing the test to be suspended, canceled, or otherwise not completed in full.
- d. Repairs required to correct the failure.
- e. Schedule for Phase 4 retesting in the event of failure.

A.4.2.1 System Uptime

System Uptime Guarantee

The mechanical waste processing system shall effectively operate at, or above, the contractually guaranteed average of fifty tons per hour (50 TPH) during ninety percent (90%) of the testing period, at minimum. Non mechanical/electrical downtime events during the testing period shall be subtracted from the total numerical uptime required during the testing period.

Example:

6:00 AM – 2:30 PM	Shift Time	510 minutes
15 min	Break #1	-15 minutes
30 min	Lunch	-30 minutes
15 min	Break #2	-15 minutes
Scheduled Processing Time		450 minutes
Required Processing Time (90%)		405 minutes (6 hours 45 minutes)

Operator caused downtime that reduces the amount of scheduled processing time shall be subtracted from the scheduled processing time and the uptime shall be calculated using the reduced numerator.

Example:

Scheduled Processing Time	450 minutes
Inadvertent E-stops (Operator caused)	16 minutes

Time Available to Mechanical System	434 minutes
Required Processing Time (90%)	389 minutes (6 hours 29 minutes)

System Uptime Calculation

As planned, each shift provides the operator with 7.5 hours (seven and one-half hours) of scheduled processing time. During Phase 4 testing, the entire system must be available for 90% of each scheduled shift processing time. The Phase 4 shift schedule includes one-hour of scheduled downtime, and accommodates one-half hour of unscheduled, downtime. Test failure will be constituted whenever the entire system is not available, on-call, for at least 90% of a scheduled testing period (shift).

Failure to achieve the uptime requirement during the testing period shall constitute failure of the entire Performance Test.

A.4.2.2 Hourly Rate of MSW Production

The MSW mechanical waste processing system will process Acceptable Materials at an average rate of fifty tons per hour (50 TPH). The average rate of production will be calculated by dividing the total weight (tonnage) of Acceptable Materials processed during the testing period by the total amount of time (hours and minutes) that was required to process the Acceptable Materials during the testing period.

Before commencement of the MSW Production/Throughput test, the operator will thoroughly empty the facility of all Acceptable Materials, Acceptable Materials derivatives, and recyclable materials except for baled fiber, plastics, and metals that must be set aside and isolated from materials(commodities) produced during the testing period. Specifically, bunkers and silos, storage bins and boxes, compactors and balers will be emptied (with exception for bales lodged in the extrusion chamber of a single-ram baler). The platforms, walkways, and warehouse floors will be thoroughly cleaned. The entire system will be emptied; the infeed apparatus, screens, conveyor belts, et al.

Then, at the end of the testing period, all of the outputs produced by the mechanical processing system during the testing period will be gathered and weighed. Outputs include all baled commodities, loosely stored commodities, other locally salable materials such as mixed inert materials, wood, engineered fuel, digestible organic materials, and all process residue including materials gathered from the stairs, platforms, and the warehouse floor. The total weight of the combined outputs of Acceptable Materials during the testing period shall be considered the total weight of all MSW material processed during the testing period.

Failure to achieve the hourly rate of production during the testing period shall constitute failure of the entire Performance Test.

A.4.2.3 MSW Material Recovery Rate

The Minimum MRF Diversion Guarantee shall be as specified in Schedule 1.7.

Recovery Rate Calculation

The calculation of the material recovery facility Diversion rate is the MRF Diversion Rate as defined on **Schedule 1.7**.

Testing Protocol

- All Equipment, floors, bunkers, etc. are to be clean and empty at the start of testing.
- All individual loads of Acceptable Material delivered to the MRF shall be tracked and their tonnages recorded;
- The number of staff on the sorting line will be documented;
- The CC shall verify that:
 - All containers for receiving the separated recyclable materials were empty and free of debris prior to sorting;
 - The conveyors, debris boxes, sort-line trash receptacles, liquid storage drums, bins, silos, bunkers and walking floor areas were all clear of materials and free of debris;
 - The tare weight of all bins and containers used for storing recovered materials;
 - The tare weight of all roll offs, and fork lifts and the proper accounting of all material weights accounting for any and all applicable tare weights;
- Verified all recorded weights, including Total Tons Processed, Tons of Diverted Materials Tons of ADC, Tons of Residual. At the end of the sorting process all fines and materials on equipment shall be collected as can be reasonably done and weighed for inclusion in the residual tonnage.
- Residuals from AD processing are to be weighed and reported.

A.4.3 Test Failure

Within seventy-two (72) hours of completing the Phase 4 testing program, the CC will inform the County and the Company of the results of the Performance Test (Phase 4):

- (a) Did the Acceptable Materials processing system meet the hourly throughput requirements (hourly design capacity)?
- (b) Did the system achieve the Minimum MRF Diversion Guarantee specifications of the contract?
- (c) Did the system achieve the contractually guaranteed uptime requirement?

In the event of failure, the Company shall advise the County as to the cause(s) of failure and take corrective measures as required. Once the problems have been corrected, the Company will be entitled to re-run failed tests indicated in Phase 4 of the test program as outlined above.

The continuation of testing after a failed attempt of the Phase 4 test program will not be permitted until the County is satisfied that the cause(s) for the initial failure have been remedied to its satisfaction with consent to continuation not to be unreasonably withheld.

Failure to achieve the minimum material recovery diversion rate during the testing period shall constitute failure of the entire Performance Test.

Actions in Event of Test Failure

All four phases of MRF system testing shall be successfully completed within 120 calendar days following the scheduled commencement of Phase 1 testing. If all four phases of MRF system testing are not successfully completed within the 120 calendar days, Company shall have an additional 100 days to successfully complete all four phases of MRF system testing. The start date for that additional 100-day period is to be set by the County. During that additional 100-day period, Company shall pay the County \$5,000.00 (five thousand dollars) per day to offset the ongoing costs of testing until all testing requirements are successfully completed. Should the Company not successfully complete all four phases of MRF testing within that additional 100-day period, and should the Company and the County fail to reasonably agree upon a remedy within 30 calendar days following the additional 100-day period as provided, at the County's discretion, that shall constitute an Event of Default.

A.5 Miscellaneous:

Process of Selecting CC:

The County will provide the Company with a list of three (3) or more qualified CCs with at least three (3) years of experience in the solid waste industry to conduct monitoring and reporting on the performance tests related to each of the following three (3) systems:

1. Municipal Solid Waste system;
2. AD system; and
3. Single stream system.

The Company shall select one of the CCs on the County list to serve as the CC with respect to determining Substantial Completion of the building and each of the required performance tests. The Company may propose qualified CC's to be included on the County's list but the County is not obligated to include any of the Company's proposed CCs on the County's list.

Commissioning Phase Planning:

Each phase shall be timely planned by the Company and approved in writing by the County.

On-Site Authority:

During each phase of the commissioning protocol, the Company shall have authority on all personnel on site in order to guide the protocol phases adequately.

TRAINING, OVERSIGHT, AND MANUALS

Training:

The Company shall train employees regarding the equipment and system operation prior to scheduling Phase 4 testing. The Company shall supply sufficient and competent personnel, as agreed between the Company and the County, during the testing period.

County's Participation:

The County shall provide a dedicated person or person(s) to coordinate with Company during the entire commissioning protocol so that continuity is maintained and there is no unnecessary downtime.

Preparation of a Facility Operations Manual

The Company shall submit to the County, within 60 days prior to commissioning and startup an Operations Manual. The Operations Manual will include:

- (a) Safety
- (b) Operations and Mechanical
- (c) Maintenance
- (d) System Control & TIP

Additional Items:

The following items will be delivered in the Operations Manual.

- (a) Operations setting and system "recipes" for handling desired through-put quantities will be included in the Site Acceptance Test document.
- (b) Sorter placement and responsibilities will be included in this manual.
- (c) Sorter production by sorting station will be included in this manual.
- (d) Tip floor management procedures will be included in Tip Floor training documents.
- (e) Baling sequence and procedures will be included in operations training document.
- (f) Overview of Operations will be included in the Operations and Mechanical section of manual.

B. ORGANICS SYSTEM TESTING REQUIREMENTS**B.1 Phase 5 – Component Testing:**

1. The Company will test each piece of equipment in the processing lines, using the commissioning protocol described below, as well as any additional protocols to be developed and agreed between the Parties prior to testing, and shall provide written verification to the County that each piece of equipment has been properly installed and is ready for further testing. This phase of the commissioning and performance test program is referred to as "Component Testing". Phase 5 will be directed by the Company and monitored, measured, and reported to the County by CC. The County will work cooperatively with the Company to minimize the impact of the Phase 5 commissioning process upon the Company's installation and system start-up process.

2. The Company's field testing and motor control programming will include Emergency stops / interlocks testing, with results reported to the County .
3. Documentation of events and results, by CC, will be included within an overall monitoring report which includes all four of the Organic testing phases. The following items are expected for the Phase 5 report:
 - a. Listing of inter-locks and emergency stops that exist within the system, the date and time tested and the result of the test (pass/fail), and a brief description of how the test was performed.
 - b. Listing of each conveyor within the system, the date and time the test was performed, and a brief description of the test.
 - c. Listing of each component (other than listed above) of the system that was tested, the results of the test, and a brief description of the testing.
 - d. Signed statement that the Company has completed the required testing under the guidelines of this document and that all components passed the testing protocol. Exceptions will be highlighted; for example, if a component failed a test, was repaired and retested and passed.
 - e. Schedule for Phase 5 retesting in the event of failure.
4. Once testing for each of the Organic System's mechanical and electrical components has been successfully completed and equipment reports have been submitted to the County and Company for all pieces of equipment, the Company shall notify the County in writing, and receive the County's written acknowledgement (within 24 hours) before proceeding with Phase 6 of the Performance Test Program.

B.2 Phase 6 – Digester Commissioning

1. This phase of the Commissioning Protocol shall consist of the continuous uninterrupted operation for four (4) hours of all electrical / mechanical processing systems and equipment, (the ***"Dry Run System Test"***). This test run shall be conducted in the absence of feedstock and in the presence of County representatives.
2. The purpose of this Phase of the test program is to ensure that the individual pieces of equipment have been properly installed and interlocked as required, and that these pieces of equipment can operate collectively, as a system, without malfunction.

3. The Dry Run System Test shall be conducted on a continuous and uninterrupted basis for a full four (4) hours. The Company shall ensure that the Facility is adequately staffed, at all times during the test.
4. Once the Dry Run System Test has commenced, unscheduled mechanical or electrical shut down of the processing lines or any other component of the system, for any reason other than accidental E-stop activation or an observed safety emergency, shall constitute failure of the test.
5. If for any reason the Dry Run System Test is not successfully completed, the Dry Run System Test shall be repeated until it is completed successfully for the four (4) hours duration as specified.
6. CC will record and document the testing event and the results. Documentation of event and results will be included within an overall monitoring report which includes all four phases of the Organic testing protocol. The following items are expected for the Phase 6 report:
 - a. Report outlining the Dry Run test(s) and the results (pass/fail).
 - b. Description of the test (details).
 - c. Description of any failure causing the test to be suspended, canceled, or otherwise not completed in full.
 - d. Repairs required to correct the failure.
 - e. Schedule for Phase 6 retesting in the event of failure.
7. All plant operating costs, including sorters, equipment operators, supervisors, supplies, and utilities shall be borne by the Company.

B.3 Phase 7 – Lane Turner Commissioning

1. This phase of the Commissioning Protocol shall consist of the continuous uninterrupted operation for four (4) hours of all electrical / mechanical processing systems and equipment, and the loading and heat up of the digesters, (the “Loading and Ramp Up”). This test run shall be conducted first in the absence of feedstock and then with water, and then organic waste and in the presence of County representatives.
2. The Lane Turner Commissioning Test shall be conducted on a continuous and uninterrupted basis for a full four (4) hours. The Company shall ensure that the Facility is adequately staffed, at all times during the test.

3. Once the Lane Turner Commissioning Test has commenced, unscheduled mechanical or electrical shut down of the processing lines or any other component of the system, for any reason other than accidental E-stop activation or an observed safety emergency, shall constitute failure of the test.
4. If for any reason the Lane Turner Commissioning Test is not successfully completed, the Lane Turner Commissioning Test shall be repeated until it is completed successfully for the four (4) hours duration as specified.
5. CC will record and document the testing event and the results. Documentation of event and results will be included within an overall monitoring report which includes all four phases of the Organic testing protocol. The following items are expected for the Phase 7 report:
 - a. Report outlining the Lane Turner Commissioning test(s) and the results (pass/fail).
 - b. Description of the test (details)
 - c. Date and times of each day of processing, approximate organics processed, TPH, number of support personnel on the line and their positions.
 - d. Description of any failure causing the test to be suspended, canceled, or otherwise not completed in full.
 - e. Repairs required to correct the failure.
 - f. Schedule for Phase 7 retesting in the event of failure.
6. The purpose of this Phase 7 of the test program is to provide the Organics system staff involved in the commissioning of the Facility (including operators) with an opportunity to become familiar with the processing systems prior to the start of the final stage of the Commissioning Protocol, and to demonstrate to the County and Company that the equipment has been properly installed and functions as intended.
7. The Company shall not commence the Phase 7 test until Phase 6 has been successfully completed and the County has provided written acknowledgement (within 24 hours) to proceed with Phase 7.
8. At a minimum, this phase of testing shall be conducted over two (2) consecutive days, five (5) consecutive hours per day. If the Company requires a longer period of time to make system adjustments, the County will endeavor to continue to provide the required testing materials up to a maximum of four (4) working days during a 6 (six) day period, Monday through Saturday.

9. All plant operating costs, including sorters, equipment operators, supervisors, supplies, and utilities shall be borne by the Company.
10. The County shall provide sufficient Acceptable Materials to the MSW system. The Company shall be responsible for creating the AD feedstock required during the Phase 7 Function Test. Before starting testing on Phase 7, the Company shall ensure that sufficient appropriate testing material is available for each day's testing. If the Company requires a longer period of time to make system adjustments, the County will endeavor to continue to provide the required Acceptable Material.

B.4 Phase 8 – Organic System Performance

1. Phase 7 must be completed prior to the start of Phase 8 and the County has provided written acknowledgement (within 24 hours) to proceed with Phase 8. The notification shall certify that all individual mechanical and electrical components of the AD system have been properly installed and collectively are functioning as a system.
2. During the Phase 8 stage, the Company shall have available all necessary personnel formed and ready to operate the plant (sorters, equipment mechanical and operator, supervisor, etc).
3. All plant operating costs, including sorters, equipment operators, supervisors, supplies, and utilities shall be borne by the Company.
4. The County shall provide all of the required Acceptable Material. The Company shall be responsible for providing adequate anaerobic digestion testing materials during the scheduled testing period. Before starting test on Phase 8, the Company shall ensure that sufficient testing material is available for each day's testing.
5. The performance requirements for each of the four (4) phases of testing must be chronologically and independently achieved.

B.4.1 Performance Test Schedule

The Performance Test shall be conducted over a total of 30 days. During Phase 8, the system will run 24/7 shift schedule. To comply with this schedule the MRF shall also run on a full time schedule and shall be responsible for recovering and providing all required AD testing materials during the scheduled testing period.

B.4.2 Performance Tests

Hot Commissioning. Once the Function Testing (see Phase 5 and Phase 6 above) has been completed, the start of Hot Commissioning may begin. The purpose for a Hot Commissioning period is to ensure that the organics system operates under full load conditions on a continuous basis. The Hot Commissioning includes a ramp-up period where the organics system is

presented material at an increasing rate over the course of a few days up to the design capacity of 240 Tons Per Day (TPD).

Waste Composition. The Company will commence sampling material and performing waste composition analysis to verify the organic content, C:N ratio, and biomethane potential. Such tests will be conducted by a qualified laboratory jointly agreed upon by County and the Company. Five (5) samples will be taken over a continuous operating week to prepare composites that account for daily route variability. The composite samples will in turn be evaluated for material composition based on the classification and weights of materials.

B.4.3 Test Failure:

All four phases of Organic system testing shall be successfully completed within 180 calendar days following the scheduled commencement of Phase 5 testing. If all four phases of Organic system testing are not successfully completed within the 180 calendar days, the Company shall have an additional 100 days to successfully complete all four phases of AD system testing. The start date for that additional 100-day period is to be set by the County. During that additional 100-day period, Company shall pay the County \$5,000.00 (five thousand dollars) per day to offset the ongoing costs of testing until all testing requirements are successfully completed. Should Company not successfully complete all four phases of Organic testing within that additional 100-day period, and should the Company and the County fail to reasonably agree upon a remedy within 30 calendar days following the additional 100 day period, at the County's discretion, that shall constitute an Event of Default. County agrees that the liquidated damages is the exclusive remedy for Company's inability to pass the Performance Tests.

SCHEDULE 1.2

Cleaning and Housekeeping Services

LANE COUNTY MRF: CLEANING AND HOUSEKEEPING REQUIREMENTS

The Company shall develop a housekeeping plan for the Facility that has a defined scope, staff, equipment, and subcontractors, if any (the “***Housekeeping Plan***”). It is expected that the Housekeeping Plan will be updated throughout the Term to meet changing conditions, cleaning needs, and outcomes of the implementation. The Housekeeping Plan shall be submitted to the County on or before the Commercial Operations Date. Any updates to the Preventative Maintenance Program shall be submitted to the County.

Compliance Monitoring and Non-Performance

The County staff will routinely inspect the cleanliness of the Facility and Equipment and will record the Company’s results in keeping the Facility clean. If there are “Deficiencies” in the Company’s cleaning that are not corrected by the Company in accordance with the timeframe specified within a Reasonable Amount of Time, the County may provide notice to Company of the cleaning Deficiency(ies). Should the Company not correct Deficiencies within a Reasonable Amount of Time it shall be subject to Liquidated Damages pursuant to subsection B.2 Failure to Cure of Schedule 1.5.

General Requirements

The Housekeeping Plan shall include daily, monthly, and annual cleaning elements. The listing below is representative of the areas expected to be addressed in the final Housekeeping Plan.

Daily Cleaning

- Employee and public areas
- MRF areas
 - o Platform areas and walkways cleared of all materials
 - o Processing equipment cleared of all materials
 - o Areas from equipment and sort stations to warehouse floor cleared of materials dropped from the processing and sorting activities
- Tipping floor areas
 - o Entrances, exits, and approaches cleaned
 - o Inbound material inside of the building
 - o Bulky items stored or removed
- General site areas
 - o Onsite roadways, curbs, parking area, and walks swept daily

- o Areas around scales cleared of litter and debris
- o Landscape areas and perimeter of property cleared of litter
- o Oil and/or dry sweep cleaned and swept

Monthly Cleaning

On a rotational basis, the Company shall perform a deep clean of all Equipment and heavy-use areas. The Company shall develop a monthly Housekeeping Plan that designates zones of the Facility floors and Equipment that are to be cleaned throughout the monthly rotation so that at the end of the month all areas have received a “deep cleaning”. A “deep-cleaning” consists of: (i) cleaning surfaces with compressed water or air to remove dust, debris, and stains; and (ii) in areas where dirt and debris are stuck in place, scraping or using abrasion cleaning methods.

Annual Cleaning

The Company shall develop an annual Housekeeping Plan that designates zones of the Facility interiors and exteriors that are to be cleaned on a rotational basis so that at the end of each year all areas have received a cleaning. The Company shall use compressed water on the exterior of the structures and a combination of compressed air or water on the Facility interiors.

SCHEDULE 1.3

Hazardous Waste Exclusion and Safety Program

HEALTH AND SAFETY REQUIREMENTS. County and Company agree that under no circumstances will any safety system or device designed or suggested by the Equipment supplier(s) be removed, be allowed or permitted to be removed, or made inoperable, without prior written consent of such supplier(s). The Parties agree to abide by all applicable health and safety governmental rules, regulations, and laws ("Health and Safety Requirements"). Each Party agrees to indemnify and hold harmless the other for any claim arising from breach of the provisions of this Schedule 1.3.

Parties must have Material Safety Data Sheets (MSDS) available for any and all chemicals including those classified as hazardous materials under applicable Environmental Laws that are brought onto the Site. Parties shall ensure that all chemicals or hazardous materials are brought onto the Site only in amounts and types necessary or advisable, in Party's reasonable opinion, for the performance of the Services and are labeled, stored, maintained, transported and disposed of in accordance with applicable Environmental Laws.

Company will be responsible for the development of specific practices and protocols that make up the Safety Program to be delivered to the County for review and comment 120 days before the Commercial Operations Date and will be followed by all parties on the project site.

SCHEDULE 1.4

Insurance

- A. **Company's Required Insurance.** Company must provide and maintain all types and amounts of insurance required under this schedule and must notify Lane County Risk Management of any material reduction or exhaustion of aggregate limits. Company may not commence any work under this Agreement until Company furnishes evidence of all required insurance specified by the County. Commercial General Liability and Auto Liability coverage must include an Additional Insured Endorsement naming Lane County and its officers, agents, employees and volunteers that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.
- B. **Company to Maintain Insurance.** Company may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by County to Company, Company must immediately procure other insurance meeting the requirements. If Company fails to maintain any required insurance, County reserves the right to procure such insurance and to charge the cost to Company.
- C. **Workers' Compensation.** Company, its subcontractors, and all employers working under this Agreement are subject employers under Oregon Workers' Compensation Law, and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126. Company shall maintain Worker's compensation and employer's liability insurance as statutorily required for persons performing work under this contract. Statutory amount is currently \$500,000 in Oregon. Any subcontractor hired by Company shall also carry Workers' Compensation and Employers' Liability coverage. Sole proprietors not subject to Workers' Compensation coverage must complete, execute, and submit the Workers' Compensation Coverage Exemption Statement.
- D. **Commercial General Liability with Additional Insured Status shall include:**
- (a) Policy must include:
 - i. Commercial General Liability
 - ii. Property Damage
 - iii. Medical Expenses
 - iv. Personal and Advertising
 - v. Products/Completed Operations
 - (b) Minimum Policy Limits:
 - i. \$2 million per occurrence
 - ii. \$6 million aggregate
 - (c) All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be approved by Lane County Risk Management. All claims-made forms must be approved by Lane County

Risk Management in advance and provide tail/continuous coverage for 24 months from the end of the project.

- E. **Additional Insured Status:** For general liability insurance coverage is required for performance of this Agreement. Unless otherwise specified below, blanket additional insured is acceptable and is considered a written contract requirement on any insurance policies required herein with respect to Company's activities being performed under the Contract, excluding Professional Liability coverage.
- F. **Automobile Liability with Additional Insured:** Automobile insurance minimum policy limit of \$2 million combined single limit per accident for bodily injury and property damage. The coverage shall include owned, hired, and non-owned automobiles and include Lane County and its divisions, its commissioners, officers, agent, and employees as additional designated insureds (CA 20 48 02 99 or equivalent).
- G. **Pollution Liability:** Minimum coverage limit of not less than five million dollars (\$5,000,000.00) per occurrence. All non-occurrence coverages must provide tail/continuous coverage for 24 months from the end of the project and shall include completed operations where applicable.
- H. **Builders' Risk.** Prior to the Occupancy Date, the Company shall maintain, or cause its general contractor to maintain, builder's risk insurance in an amount no less than the full insurable value of all Equipment located at the Facility prior to the Occupancy Date and the Company Owned Facility Assets to be constructed. Both the County and the Equipment Lender shall be named as insureds on the builder's risk policy. The insurance shall be subject to a deductible not to exceed \$100,000.
- I. **Casualty Insurance.** From and after Occupancy Date, the Company will maintain insurance against loss or damage to all assets constituting any part of the Facility, including the Equipment located thereon, by casualty, with extended coverage and vandalism and malicious mischief insurance. The extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. The insurance shall be in an amount equal to one hundred percent (100%) of the replacement cost (without deduction for depreciation) of all buildings, structures and fixtures constituting any part of the Facility, including the Equipment. The insurance shall be subject to a deductible not to exceed \$100,000 (5% as to the peril of wind/hail). In addition, if the Facility is in an area which has been, or is at any time during the term of this Agreement, identified by the Director of the Federal Emergency Management Agency (or a like successor agency) as being in a special flood hazards area, and in which area the sale of flood insurance has been made available under The National Flood Insurance Act of 1968 (a "**Flood Zone**"), flood insurance shall be provided in an amount not less than the greater of the aggregate amount of one hundred percent (100%) of the insurable replacement value of the Facility and the Equipment.

- J. **Business Interruption.** From and after the Commercial Operations Date, the Company will maintain business interruption insurance to cover loss, total or partial, of the use of any part of the Facility as the result of any of the hazards covered by the insurance required by this **Schedule 1.4**, in an amount sufficient to pay operating expenses for a period of at least twelve (12) months, but in no case less than ten million dollars (\$10,000,000).¹
- K. **Umbrella or Excess Coverage:** Umbrella or excess coverage to meet the policy limits to the required amount is acceptable.
- L. **Guarantee of Maximum Coverage.** Lane County requires the coverage types and amounts shown above or policy limits, whichever is greater. The policy limits specified above are minimum requirements; Lane County reserves the right to claim up to the policy limits. All coverages are primary and non-contributory with any other insurance and self-insurance. Acceptance of a certificate of insurance providing less than required coverages does not relieve Company of the insurance requirements set out above or in this Agreement. Company must notify the County if non-County claims have infringed or impacted the policy. Company is required to notify Lane County of any changes to or cancellation of coverage(s) within 24 hours. Company is required to provide a copy of the policy to Lane County upon demand.
- M. **No Limitation.** Nothing contained in these insurance requirements limits the extent of Company's responsibility under this Agreement for payment of damages resulting from Company's operation under this Agreement.
- N. **Insurance Review.** The Company will consult with an insurance consultant to review the insurance requirements of the Company with respect to the Facility from time to time (but not less frequently than once every three (3) years) commencing on the Commercial Operations Date. If such review indicates that the Company should increase any of the coverages required by this **Schedule 1.4**, the Company shall increase such coverage. All policies maintained (or caused to be maintained) by the Company pursuant to this **Schedule 1.4** shall be taken out and maintained with generally recognized, responsible insurance companies rated not less than "A" by A.M. Best (or any successor), authorized to write insurance in the State of Oregon.
- O. **Other Insurance.** The Company shall maintain during the term of this Agreement such other insurance policies covering such other risks and in such amounts as the insurance consultant engaged pursuant to this **Schedule 1.4** states are customarily maintained by waste processors similar to the Company in the ordinary course of their business.
- P. **Certificates.** The certificate holder shall Lane County, its officers, agents, employees and

¹ 160,000 tons x \$65/ton = \$10.4 million = Minimum annual value of Agreement.

volunteers. The Company shall deliver to the County (i) the certificate(s) of insurance which the Company is then required to maintain pursuant to this **Schedule 1.4**, together with evidence as to the payment of all premiums then due thereon, (ii) at least fifteen (15) days prior to the expiration of any such policies evidence as to the renewal thereof, if then required by this **Schedule 1.4**, and the payment of all premiums then due with respect thereto, and (iii) promptly upon request by the insurance issuer or the County, but in any case within ninety (90) days after the end of each fiscal year, a certificate of an Authorized Representative of the Company setting forth the particulars as to all insurance policies maintained by the Company pursuant to this **Schedule 1.4** and certifying that such insurance policies are in full force and effect, that such policies comply with the provisions of this **Schedule 1.4** and that all premiums then due thereon have been paid.

- Q. **Substitute Coverage.** Notwithstanding the foregoing, if the Company provides the County with a certificate of an insurance consultant that any of the insurance required pursuant to this **Schedule 1.4** is impossible, the Company may substitute the insurance required by this **Schedule 1.4** with reasonably available insurance policies constituting best practices for similarly situated entities.
- R. **Company Acknowledgement of County Self-Insured Status.** Company acknowledges that County is self-insured for tort liability, property damage, and automobile liability pursuant to ORS 30.260 through 30.300, and specifically ORS 30.282, and has qualified under ORS 806.130 of the Oregon Vehicle Code.

SCHEDULE 1.5

Liquidated Damages

Note: In all cases, the Liquidated Damage amounts referenced below will be increased annually at the same rate as the Company's net Service Fee (e.g., if the net Service Fee increases by 3% in a given Rate Year the Liquidated Damage amounts will increase by 3%).

A. EVENTS THAT CANNOT BE CURED

A.1. MRF Performance Test Failure

All four phases of MRF system testing, as specified in **Schedule 1.1 – Acceptance Tests**, shall be successfully completed within 120 calendar days following the scheduled commencement of Phase 1 testing. In the event of failure to complete all testing requirements within the defined 120-day period, at the County's discretion, the Company shall pay the County an amount not-to-exceed \$5,000.00 (five thousand dollars) per day, with a cap of \$500,000.00 (five hundred thousand dollars), until all testing requirements are successfully completed.

A.2. Organics System Test Failure

All phases of Organics system testing, as specified in **Schedule 1.1 – Acceptance Tests**, shall be successfully completed within 180 calendar days following the scheduled commencement of testing. In the event of failure to complete all testing requirements within the defined 180-day period, at the County's discretion, the Company shall pay the County an amount not-to-exceed \$5,000.00 (five thousand dollars) per day, with a cap of \$500,000.00 (five hundred thousand dollars), until all testing requirements are successfully completed.

A.3. Failure to Process Acceptable Materials

For each ton of Acceptable Materials delivered by the County in accordance with this Agreement, the Company fails to Fully Process in a Contract Year, the Company shall pay to the County the full amount of the most recently approved per ton Service Fee.

A.4. Failure to Meet the Minimum MRF Diversion Guarantee

Should the Company fail to achieve the Minimum MRF Diversion Guarantee in any given Contract Year it shall pay to the County the full amount of the most recently approved per ton Service Fee for each ton of material below the Minimum MRF Diversion Guarantee.

A.5. Failure to Meet the Minimum Gas Production Guarantee

Should the Company fail to achieve the Minimum Gas Production Guarantee in any given Contract Year, it shall pay to the County \$5.00 (five dollars) for each One million British Thermal Units (MMBTU)/year below the Minimum Gas Production Guarantee.

A.6. Failure to Meet Processed Organics Quality Standards

Should the Company fail to achieve the quality standards for pathogen reduction and moisture content required by EPA Part 503 Biosolids Rule, or should the ADC be of a quality that does not otherwise meet regulatory requirements, any such materials shall be transported by the County with Company paying the disposal fee at the then current disposal cost. Any such material shall constitute Residue and shall not be counted as Diverted for purposes of calculating the Company's Minimum MRF Diversion Guarantee.

A.7 Odor Violations

Should there be more than three (3) verified odor violations in a Contract Year, Company shall pay County one thousand dollars (\$1,000) day each time a subsequent odor violation occurs in that Contract Year. Should there be more than ten (10) verified odor violations in a Contract Year, Company shall pay County five thousand dollars (\$5,000) per day each time a subsequent odor violation occurs, and Company will prepare an odor mitigation plan through a third-party expert to present to County and will commence implementation and diligently pursue to correction.

A.8 Equipment Removal Following Expiration of the Term

If the County decides not to take title of the Equipment and the Company does not remove the Equipment from the Facility within 180 day period following expiration of the Term or as otherwise agreed upon by the Parties, the Company shall pay the County \$1,000 per day until all Equipment is removed from the Facility.

A. 9 Procedure for Review / Assessment of Liquidated Damages

In the event the Company does not meet any of the above requirements, the County may assess the applicable Liquidated Damages. In such cases, the Public Works Director or his/her designee shall issue a written notice to Company ("**Notice of Intention to Assess Liquidated Damages**") of the Liquidated Damages assessed and the basis for each assessment.

A.9.1 The assessment shall become final unless, within ten (10) calendar days of the date of the Notice of Intention to Assess Liquidated Damages, Company provides a written request (electronic mail is acceptable) for a meeting with the Public Works Director or his/her designee to present evidence that the assessment is not correct.

A.9.2 If the Company provides a written request for a meeting with The Public Works Director, the Public Works Director or his/her designee shall schedule a meeting

with the Company as soon as reasonably possible after timely receipt of Company's request.

A.9.3 The Public Works Director, or his/her designee shall review Company's evidence and render a decision sustaining or reversing the Liquidated Damages within 10 days after the meeting. A written notice of the decision ("**Notice of Decision**") shall be provided to Company. The Public Works Director's or his/her designee's determination shall be final unless the Company takes exception to that determination as provided for in subsection A.10.4 below.

A.9.4 Should the Company take exception to the County's decision as to the Company's non-compliance with an event that cannot be cured, the Company shall notify the County in writing within 10 business days of the County's "Notice of Decision" that it is taking exception to the County's finding of non-compliance. In that case, the Company may engage an Independent Consultant to provide a finding either sustaining or reversing the County's determination. The Independent Consultant shall issue its written findings to both the County and the Company. Either party may appeal the County's decision or the Independent Consultant's determination through the dispute resolution process.

A.10 Timing of Payment

In the event Company does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Intention to Assess Liquidated Damages, the Public Works Director's or his/her designee's determination shall be final and the Liquidated Damages shall be due within thirty (30) calendar days of the date of the Notice of Intention to Assess Liquidated Damages and payable monthly until cured.

Should the Company submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Intention to Assess Liquidated Damages, and should the County again find that Liquidated Damages are due from the Company, the Company shall pay any Liquidated Damages assessed by the County. Liquidated Damages shall be due within ten (10) calendar days of the County's written Notice of Decision as provided for in subsection A.10.3 above, unless the Company takes exception to the County's decision as provided for in subsection A.9.4 above.

Should the Company take exception to the County's decision and engage an Independent Consultant, and should the Independent Consultant find in favor of the County, the Company shall pay any Liquidated Damages assessed by the County within ten (10) calendar days of the Independent Consultant's written findings. Should either party begin the dispute resolution process, Liquidated Damages, if any, shall be paid within ten (10) calendar days of a final, non-appealable order being entered. If Liquidated Damages are not paid within the specified period above, the County may offset payment of the Company's Service Fees on any tons until the Liquidated Damages have been paid in full. Should the Independent Consultant find in favor of the Company, the County shall reimburse the

Company for the cost of the Independent Consultant within 30 days of the Independent Consultant's written finding.

B. EVENTS THAT CAN BE CURED

B.1 Notice of Non-Compliance

In the event the County identifies a term or condition of the Agreement that it believes the Company is not, or has not complied with, it may issue a written "**Notice of Non-Compliance**" to the Company of its findings. That Notice of Non-Compliance shall specify the specific section or sections and/or schedules of the Agreement that the County believes the Company is not in compliance with and the basis for its determination of non-compliance. The Notice of Non-Compliance shall also set a reasonable time within which correction of such event of non-compliance shall be made. Unless a longer or shorter time is otherwise specified by the County Public Works Director or his/her designee, a reasonable time for correction shall be forty-five (45) calendar days from the date such written notice is given.

Within ten (10) business days of receipt of the County's Notice of Non-Compliance, Company may provide a written request for a meeting with the County Public Works Director or his/her designee, to present evidence that it is in fact in compliance, present evidence of extenuating circumstances, or otherwise discuss the Notice. If the Company requests a meeting with the County Public Works Director, it shall have forty-five (45) business days from the date of such meeting to correct the event of non-compliance, unless otherwise agreed to by the County Public Works Director or his/her designee.

B.2 Failure to Cure

If Company fails to correct, to the reasonable satisfaction of the County Public Works Director or his/her designee, all deficiencies contained in the written Notice of Non-Compliance thereof within the specified time, or if it is not reasonably possible to correct such deficiencies within the specified time, and Company fails to commence to correct or remedy such deficiencies within the specified time and diligently effect such correction or remedy thereafter, then the County Public Works Director may assess Liquidated Damages of up to \$500 dollars (five hundred) per incident or event per day. In such cases, the Public Works Director or his/her designee shall issue a written notice to Company ("**Notice of Intention to Assess Liquidated Damages**"). The Company shall pay any Liquidated Damages assessed by the County within ten (10) business days of the County's Notice of Intention to Assess Liquidated Damages"). If Liquidated Damages are not paid within the ten (10) business day period, and Company has not taken exception and engaged an IC, the County may offset against the Company's Service Fees until the Liquidated Damages have been paid in full.

Should the Company take exception to the County's decision as to the Company's failure to cure a Non-Compliance Item, the Company shall notify the County in writing within 10 business days of the County's "Notice of Intention to Assess Liquidated Damages" that it is

taking exception to the County's finding of non-compliance. In that case the Company may engage an Independent Consultant to provide a finding either sustaining or reversing the County's determination. The Independent Consultant shall issue its written findings to both the County and the Company. Should the exception be submitted to an Independent Consultant, absent appeal through the dispute resolution procedure, the Independent Consultant's decision shall be final and binding on the County and the Company. Either party may appeal the County's decision or the Independent Consultant's determination through the dispute resolution process.

Should the Independent Consultant find in favor of the Company, the County shall reimburse the Company for the cost of the Independent Consultant within 30 days of the Independent Consultant's written finding. Should the Independent Consultant find in favor of the County, the Company shall pay any Liquidated Damages assessed by the County within ten (10) calendar days of the Independent Consultant's written findings. If Liquidated Damages are not paid within the ten (10) business day period, the County may offset the Company's Service Fees on any tons until the Liquidated Damages have been paid in full.

SCHEDULE 1.6

Management and Operational Services

- Receive and process all Acceptable Materials delivered to the Facility by the County, its contractors, and other entities.
- Use Reasonable Business Efforts to Divert and market as much Acceptable Materials as commercially reasonable from the Acceptable Materials delivered to the Facility by the County, its contractors and other entities.
- Provide processing capacity for up to the *Annual Maximum Acceptable Materials*.
- Store and ship recovered materials.
- After having removed from the Acceptable Materials any Recyclable Materials it deems appropriate for recycling or reuse, store any Residue for pick-up and disposal by the County.
- Provide all tools, supplies, and any other equipment necessary to operate and maintain the Facility, excluding rolling stock, which is to be supplied by the County.
- Use Reasonable Business Efforts to maximize RNG meeting the Renewal Natural Gas Standards.
- Meet requirements imposed through the State of Oregon MRF permitting regulations.
- Develop and enforce Health and Safety policies, appropriate for this environment.
- Develop and enforce an appropriate employee Code of Conduct policy and other policies as determined by management.
- Conform to all laws and regulations applicable to this Operation.

SCHEDULE 1.7

Minimum Diversion Guarantees and Performance Standards

A) MINIMUM MATERIAL RECOVERY FACILITY (MRF) DIVERSION GUARANTEE

The Company shall Divert a minimum of 35.55% of Acceptable Materials in each Contract Year (the “**Minimum MRF Diversion Guarantee**”).

The calculation of the material recovery facility Diversion rate (the “**MRF Diversion Rate**”) shall be as follows:

One minus ([Tons of Residue] / [Tons of Acceptable Material delivered]).

Example Calculation:

If 400 tons of Acceptable Materials are delivered to the Facility, and 250 tons of Residue is produced, then

In that case, the MRF Diversion Rate calculation shall be as follows:

1 minus ([250 tons of Residue] / [400 tons of Acceptable Materials delivered]) =

1-(250/400) = 37.5% = MRF Diversion Rate.

Note: Commingled Recyclable Materials or Source Separated Organics shall not count towards the MRF Diversion Rate.

B) MINIMUM ANAEROBIC DIGESTION (AD) FACILITY GUARANTEE

The Company shall ensure the production of no less than (the “**Minimum AD Facility Gas Production Guarantee**”). The Minimum AD Facility Gas Production Guarantee shall be a Renewable Natural Gas (RNG) quantity of 63,750 MMBTU/year based on the Minimum Tonnage of 120,000 tons per year of Acceptable Materials. The Minimum Gas Production Guarantee requirement shall be adjusted each year in proportion to any increase or decrease in the total number of Acceptable Material tons delivered by the County to the Facility.

Example:

If the Acceptable Materials tonnage is 175,000 tons for a given Contract Year the Minimum Gas Production Guarantee for that Contract Year shall be 92,968 MMBTU (63,750 MMBTU x (175,000/120,000)).

SCHEDULE 1.8

Nuisance Control Standards

The following Nuisance Control Standards are intended to minimize odor and dust resulting from operations at the Facility and to control vectors.

(a) Odor Control.

Reject wastes will be containerized or consolidated prior to offsite hauling.

Company shall submit an odor control plan to County prior to commencement of operations.

Odors may be considered excessive if they are detected and verified at objectionable levels by the County, a regulatory agency, a bordering property owner, or the general public. Any complaint from the County, a regulatory agency, a bordering property owner, or the general public will be routed to the Company's operations manager (the "**Operations Manager**").

Upon receipt of a complaint, the Operations Manager shall follow the following protocols:

- Within 48 hours of receipt of a complaint, the Operations Manager shall investigate the complaint.
- Within 24 hours of investigating the complaint, the Operations Manager shall prepare and forward to the DWM a report of the investigation, which report shall include a proposed remedial action if the complaint is verified. Upon receipt of the report, DWM employees may submit suggestions for modification of procedures and processes to reduce or eliminate the potential for nuisance conditions.
- Following transmittal of the report, the Company shall undertake action to eliminate the order in reasonable consultation with the County.
- Within seven (7) days following the conclusion of any remedial action, the Operations Manager shall provide a report to the DWM of the remedial actions taken and the result thereof. If odor issue is found to not be resolved, liquidated damages will be incurred.
- If there are three or more verified odor violations within a Contract Year, Company shall be subject to liquidated damages as described in Schedule 1.5.

(b) Dust Control.

All surfaces will be cleaned and/or wetted as required to minimize the creation of dust. Dust control equipment (water trucks and sweeper) will be utilized. Wetting of wastes will also be performed if a dust or powder problem is encountered in a load. Sweeping of the Facility's operations area will also be performed at a frequency which precludes the accumulation of dust that could give rise to a dust nuisance condition.

The effectiveness of the dust mitigation measures will be assessed during the monthly safety inspections and documented on the inspection forms. Dust suppression measures will be modified as needed to assure effectiveness.

(c) Vector and Nuisance Animal Control.

The following measures will be instituted to minimize potential vector and nuisance animal problems:

- Reject wastes, which contain minimal quantities of incidental putrescible waste that would be attractive to vectors and nuisance animals will be containerized or consolidated into a waste pile with the container and/or pile covered at the end of the working day and removed at the frequency as required in the operating permit.
- The Company will cause the Facility to be inspected monthly by a licensed pest inspector and in accordance with the operating permit.

SCHEDULE 1.9

Operating Hours

During the Term the Company shall maintain operating hours for the receipt of waste at the Facility as follows:

Days	Hours
Monday – Saturday	7 AM – 5 PM
Sunday	Closed
Holidays	Closed

Facility operations beyond the operating hours for receipt of waste will be as required for proper processing up to and including 24 hours per day, 7 days per week.

SCHEDULE 1.10

Performance Bond

Performance Bond #1 – Equipment Performance

The amount of the bond to support performance of the Equipment shall be five million dollars (\$5,000,000). The bond shall be executed as surety by a corporation admitted to issue surety bonds in the State of Oregon, regulated by the State of Oregon, and with a financial condition and record of service satisfactory to the County.

The term of the bond shall not be less than twenty-four (24) months. The County will release such bond upon successful completion of the Performance Testing.

Performance Bond #2 – Facility Operations

Simultaneously with the successful completion of Phases 1 and 2 of the MSW Processing System Performance Test Protocol, the Company shall file with the County a performance bond, in accordance with the terms and conditions of the Agreement. The amount of the bond requirement shall be five million dollars (\$5,000,000). The bond shall be executed as surety by a corporation admitted to issue surety bonds in the State of Oregon, regulated by the State of Oregon, and with a financial condition and record of service satisfactory to the County.

The term of the bond shall not be less than twenty-four (24) months. The bond shall be extended or replaced by a new bond in the same principal sum, adjusted by the same rate mechanism as the change in the contracted rate, for the same term (i.e., 24 months) and in the same form, bi-annually thereafter. If the County extends the term of the Agreement, the Company shall arrange for the term of the bond to be correspondingly extended.

It is the intent of this section that there be in full force and effect at all times through the Term a bond securing the Company's faithful performance of the Agreement.

Alternative Security

The County may, at its sole discretion, allow the Company to provide security in the amount of \$5,000,000 (Five million dollars) in the form of (a) a prepaid irrevocable standby Letter of Credit in form and substance satisfactory to the County and approved by the County Attorney and issued by a financial institution acceptable to the County; or (b) a certificate of deposit in the name of the County with a term satisfactory to the County and with a financial institution acceptable to the County.

SCHEDULE 1.11

Preventive Maintenance Program

LANE COUNTY MRF PREVENTATIVE MAINTENANCE PROGRAM REQUIREMENTS

The Company shall prepare and implement a preventative maintenance program for the Facility in accordance with OEM maintenance recommendations (the “***Preventative Maintenance Program***”). The Preventative Maintenance Program shall, at a minimum, conform to the manufacturers recommended preventative maintenance schedule for all Equipment. The Preventative Maintenance Program shall be submitted to the County on or before the Commercial Operations Date for review and reference. The Company will update the Preventative Maintenance Program as needed. Any updates to the Preventative Maintenance Program shall be submitted to the County.

The Preventative Maintenance Program shall include a system for tracking the on-time completion of assigned preventative maintenance tasks and to ensure accountability throughout the maintenance function. This includes parts usage, inventory, and maintenance labor hours, and be used for sending and receiving work orders. The Company shall maintain Preventative Maintenance Program records, including records of all preventative maintenance completed and the date completed, and make those records available for the County’s review as requested.

General Maintenance Staff Expectations

The Company shall train all maintenance personnel per the recommended OEM maintenance procedures for each piece of Equipment in the Facility, including the MRF system, anerobic digester system, rolling stock, and other service equipment, and other aspects of Facility management (e.g., adjustment, wear, lubrication, and replacement patterns of the various components).

Preventative Maintenance Practices

At a minimum, the Preventative Maintenance Program shall include sufficient detail as shown in the following examples:

- 1) All chain-belts shall receive a full-rotation inspection (both sides) each day. Look for excessive wear (metal shavings) and squared rollers. Check splice pins, cotter pins, and connector links for metal fatigue. Check belt tension and tracking at the head and tail pulleys.
- 2) All trough, slider, and chevron/cleated conveyors shall be inspected at least once each day for splice integrity, tracking (head and tail pulley alignment), and excessive wear (crumb rubber evidence).

- 3) The metering drum shall be cleaned before the commencement of each shift and inspected for worn teeth and broken welds. The drum shaft, bearings, and motor mounts shall also be inspected daily.
- 4) The baler and wire-tier systems shall be subject to quarterly full preventative maintenance service. The wire-tier mechanism shall be “blown-out” and lubricated between each material/grade-change.

Maintenance Staff Expectations

The Preventative Maintenance Program shall include expectations for performance of scheduled preventative maintenance activities. The preventative maintenance schedule shall be designed into zones in order to complete a full preventative maintenance overview of the entire MRF system during the full operating days per week.

Example Preventative Maintenance Schedule

The Company shall perform preventative maintenance activities in concert with the scheduled zone deep-cleaning of the MRF system in the Housekeeping Plan in **Schedule 1.2**. The tables below provide example preventative maintenance schedule in which the Facility is divided into five PM zones.

Zone 1

Equip #	MRF Component Description	Type	Zone	Clean	Deep Clean	Inspect	PM Service
1	Lower Horizontal Infeed Conveyor	Flat Pan	1	Weekly	Fri	Fri	Mon
2	Drum Feeder		1	Daily	M-F	Fri	Mon
3	Inclined Infeed Conveyor	Combo Belt	1	Weekly	Fri	Fri	Mon
4	Pre-Sort Conveyor	Troughed Slider	1	Weekly	Fri	Fri	Mon
5	Film Handling System		-	-	-	Fri	Mon
6	Trash Transfer Conveyor #1	Troughed Slider	1	Weekly	Fri	Fri	Mon
7	Trash Transfer Conveyor #2 - Cleated	Troughed Slider	1	Weekly	Fri	Fri	Mon
8	Trash Transfer Conveyor #3	Troughed Slider	1	Weekly	Fri	Fri	Mon
9	Compactor Feed Conveyor - Reversible	Troughed Slider	1	Weekly	Fri	Fri	Mon
10	OCC Screen – 2 Deck		1	Daily	Fri	Fri	Mon

10 A	OCC Deck #1		1	Daily	M-F	Fri	Mon
10 B	OCC Deck #2		1	Daily	M-F	Fri	Mon
10 C	OCC – Lubrication System		1	Weekly	Fri	Fri	Mon

Zone 2

Equip #	MRF Component Description	Type	Zone	Clean	Deep Clean	Inspect	PM Service
11	OCC Screen Unders Conveyor	Troughed Slider	2	Weekly	Mon	Mon	Tues
12	OCC Sort Conveyor	Troughed Slider	2	Weekly	Mon	Mon	Tuesday
13	Trash Transfer Conveyor	Troughed Slider	2	Weekly	Mon	Mon	Tuesday
14	OCC Transfer Conveyor	Troughed Slider	2	Weekly	Mon	Mon	Tuesday
15	OCC Walking Floor Bunker	Roller Chain Combo	2	Weekly	Mon	Mon	Tuesday
16	Placeholder						
17	Glass Breaker – 2 Section	8 Rotors	2	Daily	M-F	Mon	Tues
17 A	Glass Breaker – Deck #1		2	Daily	M-F	Mon	Tues
17 B	Glass Breaker – Deck #2		2	Daily	M-F	Mon	Tues
18	Screen Feed Conveyor	Troughed Slider	2	Weekly	Mon	Mon	Tues
19	Screen – 26 Rotor – Cam Disc		2	Daily	M-F	Mon	Tues
19 A	Incline Deck #1		2	Daily	M-F	Mon	Tues
19 B	Incline Deck #2		2	Daily	M-F	Mon	Tues
19 C	Articulating Service Platform		2	Daily	M-F	Mon	Tues
19 D	Hydraulic Power Unit (HPU)		2	Daily	M-F	Mon	Tues

Zone 3

Equip #	MRF Component Description	Type	Zone	Clean	Deep Clean	Inspect	PM Service
20	Containers Transfer Conveyor – Cleated	Troughed Slider	3	Weekly	Tues	Tues	Wed
21	Containers Sort Conveyor	Troughed Slider	3	Weekly	Tues	Tues	Wed
22	Overbelt Magnet Separator		3	Weekly	Tues	Tues	Wed
23	Aluminum Eddy Current Separator	Jewelin	3	Daily	M-F	Tues	Wed
23 A	Eddy Current Rotor		3	Daily	M-F	Tues	Wed
23 B	Eddy Current Separator Conveyor		3	Weekly	Tues	Tues	Wed
24	ECS Eject Conveyor	Troughed Slider	3	Weekly	Tues	Tues	Wed
25	Silo Blower		3	Weekly	Tues	Tues	Wed
26	ECS Pass Conveyor	Troughed Slider	3	Weekly	Tues	Tues	Wed
27	Trash Conveyor	Troughed Slider	3	Weekly	Tues	Tues	Wed

Zone 4

Equip #	MRF Component Description	Type	Zone	Clean	Deep Clean	Inspect	PM Service
28	Storage Silo - Alum		4	Weekly	Wed	Wed	Thurs
29	Storage Silo - Mixed		4	Weekly	Wed	Wed	Thurs
30	Storage Silo – HDPE-C		4	Weekly	Wed	Wed	Thurs
31	Storage Silo - PET		4	Weekly	Wed	Wed	Thurs

32	Storage Silo - Steel		4	Weekly	Wed	Wed	Thurs
33	Storage Silo – HDPE - N		4	Weekly	Wed	Wed	Thurs
34	2D Transfer Conveyor	Troughed Slider	4	Weekly	Wed	Wed	Thurs
35	Fiber Post Sort Conveyor	Troughed Slider	4	Weekly	Wed	Wed	Thurs
35 A	Fiber Post Sort – Nose-over	Troughed Slider	4	Weekly	Wed	Wed	Thurs
36	Diverter Chute - Manual		4	Weekly	Wed	Wed	Thurs
37	Trash Conveyor #1	Troughed Slider	4	Weekly	Wed	Wed	Thurs
38	Trash Conveyor #2	Troughed Slider	4	Weekly	Wed	Wed	Thurs

Zone 5

Equip #	MRF Component Description	Type	Zone	Clean	Deep Clean	Inspect	PM Service
39	Mixed Paper Bunker Conveyor	Combo	5	Weekly	Thurs	Thurs	Friday
40	Inclined Baler Feed Conveyor		5	Weekly	Thurs	Thurs	Friday
41	Baler		5	Daily	M-F	Thurs	Friday
42	Container Return Conveyor	Troughed Slider	5	Weekly	Thurs	Thurs	Friday
43	Advanced sorting systems						
43 A	Unit 1 - Carriage		5	Daily	M-F	Thurs	Friday
43 B	Unit 1 - Arms		5	Daily	M-F	Thurs	Friday
43 C	Unit 1 - Cups		5	Daily	M-F	Thurs	Friday
43 D	Unit 1 - Carriage		5	Daily	M-F	Thurs	Friday
43 E	Unit 1 - Arms		5	Daily	M-F	Thurs	Friday
43 F	Unit 1 - Cups		5	Daily	M-F	Thurs	Friday
44	Air Compressor		5	Weekly	Thurs	Thurs	Friday

44 A	Tank, Filters, Drains		5	Weekly	Thurs	Thurs	Friday
45	Trash Transfer Conveyor, Nose-over	Troughed Slider	5	Weekly	Thurs	Thurs	Friday

Spare Parts and Supplies

All parts and components that are not available through local suppliers shall be held in inventory by the Company, including the following:

Part/Component	Inventory
Bearings	Two (2) of every size
Chain	Two (2) of each small chain and sufficient links, rollers, and pins to replace a six (6) foot section of large chain
Sprockets	Two (2) of each size
Belt Splices	Two (2) of each size for each style of belt
Conveyor Belt	Ten (10) foot sections of each style and width of belt: 2-ply, 3-ply, cleated, chevron, chain-belt
Motors	One (1) of every size
Gear Boxes	One (1) of each size/torque

The Company shall identify from time to time additional parts and components required for the Facility.

SCHEDULE 1.12

Renewable Natural Gas Standards

Parameters	Value		Action Level
	Min	Max	
Methane (%)	97.3		< 97.3
Heating Value (BTU ^b /SCF ^c)	985	1155	< 985
Wobbe Number (BTU/SCF)	1290	1491	N/A
Temperature (°F)	35	120	> 120
Carbon Dioxide (%)		2.0	> 2.0
Nitrogen (%)		2.0	> 2.0
Total Inerts ^d + Oxygen (%)		3.0	> 3.0
Oxygen (%)		0.20	> 0.20
Hydrogen Sulfide (grain/CCF ^e)		0.25	> 0.25
Total Sulfur (grain/CCF)		5.0	> 5.0
Moisture (lb/MMSCF ^f)		7	> 7
Hydrocarbon Dew Point (°F)		15	> 15

SCHEDULE 1.13

Reporting Requirements

The Company shall provide to the County the reports with respect to the following on a quarterly basis (Quarterly Reports):

1. The quantity and general categories of Acceptable Material accepted at the Facility (to be agreed given the County operation of the Scale);
2. The amount of Recyclable Material recovered from processing at the Facility and revenues generated from sale;
3. The amount of RNG and attributes produced at the Facility and revenues generated from sale;
4. The Company's status on meeting each guarantee;
5. Accidents at the Facility;
6. Communications with regulatory entities;
7. Planned or performed Equipment replacement and upgrades to the Facility; and
8. Any other information sufficient to allow the County's compliance with any state or other requirements therefor and any other reports or information reasonably requested by the County.

Quarterly Reports shall be due to the County within 45 calendar days of the end of each quarter.

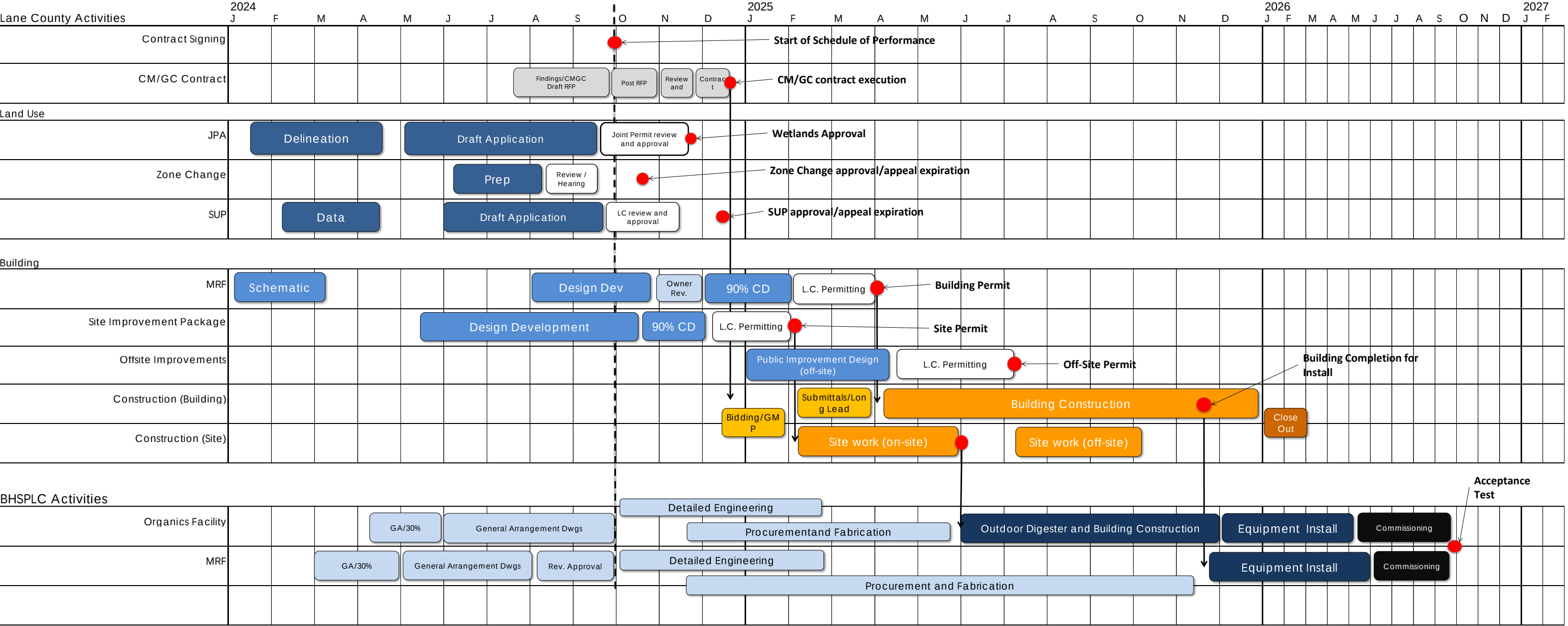
The Company shall provide to the County an Annual Report summarizing the quarterly reports for the Company's last fiscal year.

The Annual Report shall be due to the County within 60 calendar days of the end of each Contract Year.

SCHEDULE OF PERFORMANCE
CleanLane

Schedule of Performance

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SCHEDULE 1.15
Service Fee Schedule

A COMPANY'S COMPENSATION

In exchange for the Management and Operational Services and any and all of its obligations under this Agreement, the County shall pay to the Company on a monthly basis, as invoiced by the Company, an amount equal to:

- The total tons of all Acceptable Materials Fully Processed at the Facility by the Company **multiplied by**
- The sum of (i) the Operating Cost Component, **plus** (ii) the Pass-Through Component.

The Company shall only invoice, and receive payment for, **Acceptable Materials** that have been Fully Processed. No compensation shall be due to the Company for any Acceptable Materials that are not **Fully Processed**.

The Company's compensation provided for in this Schedule shall be the full, entire, and complete compensation due to the Company from the County for any and all costs and obligations necessary to perform the services required by this Agreement.

A.1 Service Fees. Service Fees payable to the Company consist of the Operating Cost Component and the Pass-Through Component.

- The ***"Operating Cost Component"*** is based on the volume of the annual tonnage and, for example, shall equal **\$48.69** at 225,000 tons per year in a Rate Year. The Operating Cost Component shall be adjusted annually as provided for in subsection B.1 of this Schedule.
- The ***"Pass-Through Cost Component"*** shall equal in the first Rate Year **\$20.31**, and shall be adjusted annually as provided for in subsection B.2 of this Schedule.

The Operating Cost Component will decrease proportionally with the increase in quantity of additional Acceptable Material Tons delivered by the County, as outlined below:

Operating Cost Component Reduction				
Acceptable Material Tons	Up to 120,000	120,000 - 130,000	130,001 - 140,000	140,001 - 150,000
Operating Cost Component	\$78.69	\$74.69	\$70.69	\$66.69
Acceptable Material Tons	150,001 - 160,000	160,001 - 170,000	170,001 - 180,000	180,001 - 190,000
Operating Cost Component	\$62.69	\$60.69	\$58.69	\$56.69
Acceptable Material Tons	190,001 - 200,000	200,001 - 210,000	210,001 - 220,000	220,001 - 225,000
Operating Cost Component	\$54.69	\$52.69	\$50.69	\$48.69

B ANNUAL ADJUSTMENTS TO COMPANY'S COMPENSATION

B.1 Operating Cost Component Adjustment. Beginning on July 1, 2025, and each July 1 thereafter, the Operating Cost Component shall be increased each year by a percentage equal to the twelve-month percentage change in the Consumer Price Index for Urban Consumers published by the United States Bureau of Labor Statistics ("**BOLS**") for the San Francisco Area, or the nearest comparable BOLS data on changes in the cost of living, if such index is no longer published. The annual adjustment shall be based on the percentage change in the 12 month average of the CPI between the prior preceding Contract Year ending December 31st and the preceding calendar year ending December 31st. Therefore, the first rate adjustment effective July 1, 2025 will be based on the percentage change between the annual average of the CPI for the year ended December 31, 2023 and the annual average of the CPI for the calendar year ended December 31, 2024. The period from July 1st through June 30th of the following year shall be the "**Rate Year**".

The Company shall submit supporting documentation to justify the CPI adjustment by April 1, 2025, and annually on April 1 thereafter. Late submittals may result in a delay in the effective date of the adjusted rates beyond July 1st. In any such event, the Company shall not be entitled for any lost revenue due to any delay in the effective date of the adjusted rates. The County shall evaluate the documentation submitted by the Company and provide a written response within 30 calendar days by either confirming or revising the annual rate adjustment, if and as appropriate. If at any time during the Term the parties fail to make a CPI adjustment in accordance with this Section ("**Missed Adjustment**"), such failure will constitute a waiver of a Party's right to adjustment for that year. However, that Party will be entitled to an adjustment in the next year to the amount that the Party would have received had there not been a Missed Adjustment.

B.1.1 Annual Rate Cap on Operating Cost Component. In any year that the calculation of the CPI exceeds five percent (5.0%), the total adjustment for that year will equal five percent (5.0%) and the rollover amount will be added to the rate adjustment percentage in the following year, or any subsequent year up to the 5.0% maximum adjustment. Under no circumstances shall the annual adjustment to the Operating Cost Component exceed 5.0% in any given year.

B.2 Pass-Through Cost Component Adjustment. Beginning on July 1, 2025, and each July 1 thereafter, the Pass-Through Cost Component shall be adjusted. The Pass-Through Component shall be set equal to (A) the Residue Disposal Rate under subsection 8.3(a) of the Agreement **multiplied by** (B) a 64.45%. (e.g., \$31.51 x .6445 = \$20.31).

C. EXTRAORDINARY CIRCUMSTANCES ADJUSTMENT

C.1 Extraordinary Adjustments. Company and County acknowledge that there may be infrequent extraordinary events, including Change of Law, that may impact Company's costs or guarantees. The obligation of the parties in such event is to negotiate in good faith in arriving at an appropriate adjustment in rates or guarantees. Accordingly, at its option, Company may apply to the County not more frequently than once every Rate Year, for an extraordinary adjustment of Service Fees should an event or circumstance arise which negatively impacts the economic operation or gross revenues of Company and which is in excess of the adjustments to the Company's rates. An extraordinary adjustment will be deemed justified if it is necessary for the Company to make a substantial change in its operations, or substantial capital expenditure or investment to perform its obligations under this Agreement due to the occurrence of an event or circumstance which is beyond the reasonable control of Company. Extraordinary adjustments shall only be effective after approval by the County Board of Commissioners. For the purposes of this Section, fluctuations in net income from sales of Recyclable Materials, and net income from sales of RNG, and any changes in the cost of the Equipment Financing, including any change in interest rates or refinancing of the Equipment Financing, shall not be considered as a basis for an Extraordinary Adjustment.

C.1.1 Company's Burden. In the event of such an application for an extraordinary rate increase, it is understood that the Company shall have the burden of demonstrating to the reasonable satisfaction of the County the basis for the extraordinary rate increase. Company shall bear the burden of justifying its request and shall be solely responsible for the cost of preparing and submitting sufficient documentation in support of its request. County in its reasonable discretion may request Company to provide any additional information it deems necessary to fully evaluate the request, and Company shall be solely responsible for the cost of providing such additional information. Company shall allow County to review a report of its annual revenues and expenses for the services provided in the County prepared by a Certified Public Accountant or a licensed public accountant, which shall have been prepared in generally accepted accounting principles ("**GAAP**"). Such Certified Public Accountant or licensed public accountant shall be entirely independent of the Company and shall have no financial interest whatsoever in the business of the Company. County shall have the right to review this information in connection with the County's review of Company's extraordinary rate adjustment request. County may consider increases or decreases in Company's total revenues and total cost of services when reviewing an extraordinary rate adjustment request.

C.1.2 Review Costs. At the time of its request, Company shall also submit a payment to the County of Twenty-Five Thousand Dollars (\$25,000) to defray the County's costs to review the request. In the event the County's reasonable costs exceed that amount, Company shall reimburse the County for any documented amount in excess.

C.1.3 Meet and Confer. The County and Company agree to meet and confer regarding the request and to negotiate in good faith regarding the appropriateness of the requested adjustment.

C.1.4 County Review; Approval. County shall review the Company's request and, in the County's reasonable judgment, make the final determination as to whether an

adjustment to the Service Fees will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. Approval of the County shall be required for any Extraordinary Adjustments. The County shall notify Company of its decision within ninety (90) calendar days regarding whether it accepts Company's request. Except as provided herein, any such change approved by the County shall not be implemented until January 1 of the next Rate Year unless a different time frame is approved by the County.

C.1.5 Extraordinary Events. Extraordinary events may include, without limitation: (a) force majeure acts, events, or occurrences, pursuant to subsection 14.1 of the Agreement, (b) provision of emergency services; (c) new or expanded programs or services required by the County or other governmental agency and not otherwise provided by Company under this Agreement; (d) a Change in Law; (e) changes in regulatory, governmental, or other surcharge fees after execution hereof; or (f) Uncontrollable Circumstance, as defined in subsection 14.1 of the Agreement.

D. OTHER PRICING

D.1 Residue. The Company shall pay the County for disposal of Residue at a cost of \$31.51/ton adjusted each year at the same rate of increase as the CPI.

D.2 ADC. The Company shall provide ADC generated from anaerobic digestion at the Facility to the County at no cost.

EXHIBIT 1

Owned Facilities

County and Company will own the following items and improvements as identified on the 30% Schematic Design package dated September 26, 2023.

OWNED BY LANE COUNTY

Load Out Building
MRF (Tipping & Processing) Building
MRF Interior Building Improvements
Office
Site Improvements
Onsite Septic
Storm Water Collection and Treatment
Site Earthwork and Paving

OWNED BY BHS PROJECTS @ LANE COUNTY

Composting Shell
Composting Shell Interior Improvements
Anaerobic Digesters
Exhaust Air Treatment System and Biofilter
AD Feedstock Bunkers
Biogas Bladder
Concrete Slabs, Walls, and Equipment Foundations

EXHIBIT 2

Facility Design Specification



Lane County Material Recycling Center

30% Schematic Design Package

Submitted September 26, 2023

Bulk Handling Systems | 3592 West 5th Avenue | Eugene OR 97402 | USA | 541.485.0999 | bulkhandlingsystems.com





EXECUTIVE SUMMARY

Introduction

This report represents the completion of the Design and Pre-Construction Services for the Lane County Integrated material and Energy Recovery Facility under PW23051805. The key findings and design elements contained in this report were presented to Lane County Public Works via video conference call on September 6, 2023. This report should fully satisfy the requirements of the Design and Pre-Construction Services agreement.

Project Description

The Lane County Integrated Material and Energy Recovery Facility (IMERF) is a state-of-the-art processing center. The site location is 85665 OR-99. The combined facility will process Municipal Solid Waste (MSW), Single Stream Recycling, and Organic Waste generated within the County.

The IMERF will operate as an alternative location for waste and recycling trucks to unload their waste for processing. All trucks will be weighed and dumped into a receiving building. MSW will be processed into the dedicated infeed system for MSW processing. A total of 225,000 tons per year is expected and the 55 ton per hour system will manage that flow and further increases in the MSW volumes. The waste is processed for the recovery of commodities for sale and preparation of organics for further processing as noted below. Non-recoverable waste is transferred to the Short Mountain landfill.

The IMERF also includes a single stream system capable of processing all of the single stream material generated within the County. Currently, this processing is done outside of the County and our inclusion will provide a cost effective, and carbon mitigating strategy to avoid long truck hauls out of the County. The commingled recycling is processed through a separate infeed and sorting system. Again, utilizing the state-of-the-art equipment from BHS.

The IMERF then processes the organic fraction of the MSW and some of the yard waste and local food waste in an Anaerobic Digestion (AD) facility built by BHS. The main output of this AD system will be biogas that will be further cleaned on site and injected into the NW Natural gas pipeline in OR Hwy 99 as Renewable Natural Gas (RNG). The production of this Negative Carbon Fuel under the State of Oregon's Clean Fuel Program will be a major benefit provided by the system.

The next phase of the organic processing is to transform the solids into a usable soil substitute for a cover material that replaces the soil and other approaches used by Lane County Public Works. The advanced system of indoor organics drying, SMARTTURN, works to complete that in a total of 10 to 14 days. Total control over the process, including odors, is maintained inside of the building. All exhaust is treated through a scrubber and biofilter.

The IMERF also includes a visitor and educational center adjacent and overlooking the recycling center. This will be a very important location for tours from around the world. Many will want to see the state-of-the-art technology and latest developments offered by BHS in Lane County. BHS intends to make this the world's leading demonstration of our technology. Lane County and its position as an environmental leader will benefit greatly from this distinction.





Project Team

Bulk Handling Systems is the lead of the Lane County IMERF project team. Bulk Handling Systems has designed all processing systems and will be responsible for the operation upon completion. BHS is headquartered here in Eugene in the heart of Lane County. Formed in 1976, BHS is a worldwide leader in the innovative design, engineering, manufacturing, and installation of sorting systems and components for the solid waste, recycling, waste-to-energy, and construction and demolition waste industries. BHS is a leader in the recycling space with an extensive list of reference facilities that match the requirements of the County. Virtually all of the equipment provided is produced by BHS, with the bulk of the equipment engineered and manufactured at our facilities in Eugene, OR.

REDACTED

Design Services:
REDACTED

Key Construction Subcontractors:

- REDACTED
-

Bulk Handling Systems | 3592 West 5th Avenue | Eugene OR 97402 | USA | 541.485.0999 | bulkhandlingsystems.com





Documents Included in 30% Design

The 30% package includes the following documents:

- **Executive Summary**
- **Chambers Construction Cover Letter**
- **Design Scope Letter**
- **SD Budget R2-1**
- **Budget Summary**
- **Preliminary Project Description**
- **Code Analysis**
- **Civil Design Narrative**
- **Structural Narrative**
- **GeoTech Investigation and Testing Report**
- **Preliminary Title Report**
- **Composting Building Drawings**
- **Processing Building Drawings**
- **Boundary and Topo Survey**
- **Grading Plan Overlayed on Wetlands Map**
- **Site Civil Drawing Set**
- **Conceptual Lighting Drawing Set**
- **BHS Building Site Layout**
- **Wetlands and Wildlife Site Map**

Estimated Costs

REDACTED

Issues to be Addressed in Later Design

The 30% design is crucial for defining the core processing systems and needed buildings and site improvements to accommodate. This design has accomplished that. BHS has sized all systems as needed and the building sizes have been finalized to accommodate. Those will not materially change throughout the balance of design. Further design development will need to occur on the site construction as more information will be received throughout the land permitting and wetlands process. In addition, some utilities work will need further refinement. None of these are considered to be major cost issues if customary resolutions are received.



CHAMBERS CONSTRUCTION BID DOCUMENTS
OMITTED



Lane County Material Recovery Facility – HWY 99S PRELIMINARY PROJECT DESCRIPTION

25 August 2023

Processing/Tipping/Load Out Building (Building 1):

The primary structure for the Processing Building will be a pre-engineered metal building (PEMB) with some intermediate column lines required for the roof spans. The roof system will consist of z-purlins supporting a metal roof panel system (Butler CMR-24 Roof System, minimum of an R-10 insulation value). The exterior wall assembly will consist of z-girts and a metal faced insulated wall panel (Butler Thermawall, minimum of an R-13 insulation value). The floor will be cast-in-place concrete, thickness as noted in the Structural Narrative. Pits shall be cast-in-place concrete. Overhead sections doors to be aluminum type with Kynar finish. Translucent panels (Kalwall or similar) as shown on exterior elevations.

Composting Building (Building 2):

The primary structure for the Composting Building will be a pre-engineered metal building (PEMB) consisting of clear spans over the main volumes. The roof system will consist of z-purlins supporting a metal roof panel system (Butler CMR-24 Roof System, minimum of an R-10 insulation value). The exterior wall assembly will consist of z-girts and a metal faced insulated wall panel (Butler Thermawall, minimum of an R-13 insulation value). The floor will be cast-in-place concrete, thickness as noted in the Structural Narrative. The dewatering tank and composting turn tunnels will be cast-in-place concrete, thicknesses of elements as described in the Structural Narrative. Overhead sections doors to be aluminum type with Kynar finish. Translucent panels (Kalwall or similar) as shown on exterior elevations.

Office/Education Center (Building 3):

The Office/Education Center shall be conventionally built structure consisting of a concrete-slab-on-grade, cold formed steel wall framing. The second floor shall be constructed of metal bar joists supporting a metal deck with concrete topping. The roof structure shall be wide flange steel beams supporting a metal deck. See following additional information for Building 3:

A10 - FOUNDATIONS

A1010 – STANDARD FOUNDATIONS

- A. Concrete. Refer to Structural Narrative.

A4010 – STANDARD SLABS-ON-GRADE

- A. Concrete slab per Structural Narrative.
- B. Slab Edge Insulation: R-15, 24 inches at slab perimeter
- C. Vapor retarder.
- D. Compacted fill per Geotechnical Report.

A6010 – BUILDING SUBDRAINAGE

- A. Perimeter foundation drain as recommended in Geotechnical Report.

B10 – SUPERSTRUCTURE

B1010 – FLOOR CONSTRUCTION

- A. Typical Floor Assembly (refer also to Structural Narrative):
 - a. Metal bar joists
 - b. Metal deck with concrete topping slab

B1020 – ROOF CONSTRUCTION

- A. Typical Roof Assembly (refer also to Structural Narrative):
 - 1. Wide flange steel beams.
 - 2. Metal deck.
 - 3. Vapor barrier
 - 4. Continuous rigid insulation (R-30 minimum).
 - 5. Nailable substrate, adhered to top layer of insulation.
 - 6. Standing seam metal roof panels

B1030 – STAIRS

- A. Steel framed system
- B. Treads and landings to be metal pans with concrete fill.
- C. Guardrails and Handrails: Custom steel, painted.

B2010 – EXTERIOR WALLS

- A. Typical Exterior Wall Assembly:
 - 1. Exterior Finish: Metal wall panels and/or premium fiber center panels (Swiss Pearl or similar).
 - 2. Furring: Composite metal hybrid (CH) z-girt (Girts or similar).
 - 3. Continuous insulation: 2 inch (R-7.5 minimum) mineral wool insulation.
 - 4. Weather Resistive Barrier: Self-adhered (VaproShield WrapShield SA with liquid applied flashing at penetrations and openings).
 - 5. Sheathing: 5/8 inch gypsum sheathing.
 - 6. Framing: 6" cold-formed steel framing at 16 inches on center.
 - 7. Cavity Insulation: Rockwool Cavity Rock mineral fiber batt insulation (R-19 minimum)
 - 8. Vapor retarder at interior face of studs.
 - 9. Interior Finish: 5/8 inch gypsum wall board; painted.

B2020 – EXTERIOR WINDOWS

- A. Typical opening: Aluminum storefront system (Kawneer Tri-Fab 451)
- B. Glazing: Double paned, argon filled, low-e coating.

B2050 – EXTERIOR DOORS

- A. Main Entry:
 - 1. Aluminum storefront system.
 - 2. Aluminum Doors: Wide style and rail system.
- B. Exterior Doors and Frames:
 - 1. Doors: Hollow Metal, 16-gage galvanized steel; thermally broken, safety glazing.
 - 2. Frames: 14-gage galvanized steel; thermally broken.
- C. Hardware:
 - 1. Access Control Locking System

2. Exit Device: Von Duprin, rim type.

C10 – INTERIOR CONSTRUCTION

C1010 – INTERIOR PARTITIONS

- A. Typical Interior Partitions: Metal studs at 16 inches on center with 5/8 inch gypsum board finish. Provide double layer gypsum board at walls between offices.

C1020 – INTERIOR WINDOWS

- A. Relites: Hollow metal frame; tempered glass.

C1030 – INTERIOR DOORS

- A. Door Frames: 16-gauge hollow metal, ½ inch integral stops.
- B. Solid Cor Flush Wood Doors: Solid core wood, AWI Premium Grade hardwood faced veneer, glue block core, transparent factory finish.
- C. Hardware:
 1. Latchsets/locksets (Shelag ND or similar).
 2. Access control.

C1070 – SUSPENDED CEILING CONSTRUCTION

- A. Suspended Gypsum Wallboard: Drywall suspension system, 5/8" gypsum wallboard; painted.
- B. Suspended Acoustical Ceilings:
 1. Suspension Grid: 2x2 exposed grid suspension system, 15/16 inch; non-rated; heavy duty rated.
 2. Acoustical Panels: 24x24 inch panel, 5/8 inch thick mineral fiber, square edge; fine finish face.

C1090 – INTERIOR SPECIALTIES

- A. Toilet Room Accessories.
- B. Interior signage.
- C. Tack Boards/Marker Boards (at Education Center).
- D. Projection Brackets (Conference Room and Education Center).
- E. Fire Extinguisher Cabinets.
- F. Corner Guards: Stainless Steel.

C20 – INTERIOR FINISHES

C2010 – WALL FINISHES

- A. Typical Gypsum Wallboard: Paint, latex enamel.; GA Level 4 finish.
- B. Ceramic Tile: Restroom walls.
- C. Fiberglass Reinforced Panel (FRP): Janitor room.
- D. Accent/specialty wall finish at lobby.

C2030 – FLOORING

- A. Exposed Concrete: Lobby, polished concrete with clear hardener/sealer.
- B. Ceramic Tile: Restroom floors.
- C. Resilient Flooring: Break room, storage rooms; linoleum.
- D. Carpet: Offices, conference room, Education Center; carpet tile.
- E. Rubber Base: Thermoset rubber; 4 inch high.

D10 – CONVEYING

D1010 – VERTICAL CONVEYING SYSTEMS

- A. Passenger Elevator:
 - 1. Type: MRL; 3,500 pound capacity.
 - 2. Stops: 2 level total
 - 3. Size: 60 x 84 inches; ADA compliant
 - 4. Speed: 125 feet per minute
 - 5. Emergency Operation: Backup battery

E10 – EQUIPMENT

E1060 – RESIDENTIAL EQUIPMENT

- A. Break Room Appliances: Microwave oven, refrigerator, dishwasher.

E20 – FURNISHINGS

E2010 – FIXED FURNISHINGS

- A. Custom Casework: AWI Custom Grade, plastic laminate faced, plywood core; solid surfacing countertops.
- B. Window Shades: Manually operated roller shades at offices; motorized window shades at lobby.



Lane County Material Recovery Facility – HWY 99S CODE ANALYSIS

25 August 2023

Location:	Highway 99S & West Peebles Road, Eugene, OR 97405		
Property Owner:	Cecil D. Saxon Revocable Trust 1574 Coburg Road, Unit 277 Eugene, OR 97401		
Tax Map #'s:	18-03-23-10-0005406 (1.1 acres); partial panhandle at north 18-03-24-00-0006100 (9.21 acres) 18-03-23-34-000101 (15.18 acres) 18-03-23-34-002401 (0.11 acres) (panhandle to Peebles Rd) 18-03-23-34-002500 (0.11 acres) (panhandle to Peebles Rd)		
Existing Site Area:	639,835 SF (14.69 acres)		
Developed Area:	361,880 SF (8.31 acres)		
Building Area:	Building 1 (Processing):	103,342 SF	(both floors)
	Building 2 (Composting):	33,880 SF	
	Building 3 (Office/Education):	6,994 SF	
	Subtotal	144,216 SF	

LAND USE CODE ANALYSIS

Based upon Lane Code, Chapter 10 – Zoning and Chapter 16 – Land Use and Development Code

Zone:	Listed as LI (Light Industrial) on LC Zoning Map Light Industrial listed as M-2 in Zoning Code Collection/recycling/sort facilities allowed
Minimum Lot Size:	No minimum is established (16.226)
Minimum Frontage:	None listed for zone
Building Setbacks:	Front yard setbacks not required Side yard setbacks not required - 20' from a ROW - 10' from other property lines
Lot Coverage:	Full coverage allowed, provided minimum parking space and setbacks have been provided.

Minimum Landscaping Area:	None listed for zone
Maximum Building Height:	None listed for zone
Automobile Parking:	TBD- is this considered a commercial structure? If so, requirement is 1 space per 300 SF, or 481 spaces (16.250) Can a Variance be applied for?
Bicycle Parking:	None listed for zone Confirm if there will be any requirement.
Site Review:	Site Review is not required, since site is not within distance to a residential zone

BUILDING CODE ANALYSIS

Applicable building Codes:

- 2022 Oregon Structural Specialty Code (OSSC)
- 2021 Oregon Energy Efficiency Specialty Code (OEESC)
- 2021 Oregon Plumbing Specialty Code (OPSC)
- 2022 Oregon Mechanical Specialty Code (OMSC)
- 2021 Oregon Electrical Specialty Code (OESC)
- 2022 Oregon Fire Code

Occupancy Groups (Chapter 3):	A, B, F-1
Construction Type (Chapter 6):	IIB, sprinklered

ALLOWABLE HEIGHT & AREA (Chapter 5 and Tables 504.3, 505.4, 506.2):

Allowable Height:	(3) stories, 75 feet
Allowable Area Factor (A_t):	SM= 46,500 SF
Frontage Increase:	11,625 SF (assuming 60' yards)
Total Allowable Area:	Per 507.5, buildings with B and F occupancies, no more than two stories above grade plan, sprinklered, and with 60 foot yards on all sides are allowed to have unlimited building area. Treat all three buildings as a single "building". (Note: Currently showing an A occupancy for the education center. Can area of that space be decreased to get occupant load down enough to treat as a "B" occupancy?)

REQUIRED SEPARATIONS (Table 508.4):

No occupancy separations between B and F occupancies in sprinklered buildings.
1-hour separation between an A occupancy and a B or F occupancy.

RATED CONSTRUCTION (Tables 601 and 705.5):

Primary Structural Frame:	0
Bearing Walls, Exterior:	
$x < 5'$	1
$5' \leq x < 10'$	1
$10' \leq x < 30'$	0
$x \geq 30'$	0
Bearing Walls, Interior:	0
Non-Bearing Walls, Exterior:	
$x < 5'$	1
$5' \leq x < 10'$	1
$10' \leq x < 30'$	0
$x \geq 30'$	0
Non-Bearing Walls, Interior:	0
Floor Construction:	0

EXTERIOR WALL OPENING PROTECTION (Table 705.8):

Note: Opening percentage per story. Values listed assume a sprinklered building.

0-3 Feet:	Not Permitted
3(+) - 5 Feet:	15%, Unprotected 15% Protected
5(+) - 10 Feet:	25% Unprotected 25% Protected
10(+) - 15 Feet:	45% Unprotected 45% Protected
15(+) - 20 Feet:	75% Unprotected 75% Protected
20(+) - 25 Feet:	No Limit
25(+) - 30 Feet:	No Limit
30(+) Feet:	No Limit

OCCUPANT LOAD (Chapter 10):

Building 1 (Processing):	Warehouse @ 500 SF/Occupant=	206
Building 2 (Composting):	Warehouse @500 SF/Occupant=	68
Building 3 (Office/Education):	Business @ 150 SF/Occupant=	48
TOTAL=		322

PLUMBING FIXTURES (Chapter 29):

Building 1:	206 occupants
Water Closet:	1 per 100= 2
Lavatory:	1 per 100= 2
Building 2:	68 occupants
Water Closet:	1 per 100= 1
Lavatory:	1 per 100= 1
Building 3:	
Water Closet:	1 per 25 for the first 50; 1 per 50 for the remainder= 2
Lavatory:	1 per 40 for the first 80; 1 per 80 for the remainder= 2
Total Required / Provided:	
Water Closet:	5 required
Lavatory:	5 required

ENERGY CONSERVATION

Based upon the ANSI/ASHRAE/IES Standard 90.1-2019. Values listed are minimums.

CONDITIONED SPACES		
	Insulation Only	Assembly Max
Roofs:		
Insulation Above Deck:	R-30 ci	U-0.032
Metal Building:	R-19+R11 or R-25+R-8	U-0.037
Attic or Other:	R-49	U-0.021
Walls, Above Grade:		
Mass:	R-9.5ci	U-0.037
Metal Building:	R-0+R-15.8ci	U-0.060
Steel-Framed:	R-13+R7.5ci	U-0.064
Wood-Framed:	R-13+R3.8ci or R-20	U-0.064
Walls, Below Grade:	R-7.5ci	C-0.119
Floors:		
Mass:	R-14.6ci	U-0.057
Steel Joist:	R-30	U-0.038
Wood-Framed:	R-30	U-0.033
Slab-On-Grade Floors:		
Unheated:	R-15 for 24 inches	F-0.520
Heated:	R-20 for 24 inches	F-0.843
Opaque Doors:		
Swinging:		U-0.370
Non-Swinging:		U-0.310
Vertical Fenestration:	Assembly Max. U	Assembly Max SHGC
Fixed:	0.36	0.36
Operable:	0.45	0.33
Entrance Door:	0.63	0.33
Skylights:	0.50	0.40

SEMI-HEATED SPACES		
	Insulation Only	Assembly Max
Roofs:		
Insulation Above Deck:	R-10 ci	U-0.093

Metal Building:	R-19	U-0.082
Attic or Other:	R-30	U-0.034
Walls, Above Grade:		
Mass:	NR	U-0.580
Metal Building:	R-13	U-0.162
Steel-Framed:	R-13	U-0.124
Wood-Framed:	R-13	U-0.089
Walls, Below Grade:	R-13	C-1.140
Floors:		
Mass:	R-6.3ci	U-0.107
Steel Joist:	R-19	U-0.052
Wood-Framed:	R-19	U-0.051
Slab-On-Grade Floors:		
Unheated:	NR	F-0.730
Heated:	R-10 for 24 inches	F-0.900
Opaque Doors:		
Swinging:		U-0.370
Non-Swinging:		U-0.360
Vertical Fenestration:	Assembly Max. U	Assembly Max SHGC
Fixed:	0.50	NR
Operable:	0.65	NR
Entrance Door:	0.77	NR
Skylights:	0.75	NR

FIRE PROTECTION SYSTEMS

Emergency responder radio coverage required in buildings over 50,000 SF in size (ORC 510.1.1).

Fire Flow Calculation Areas (OFC Appendix B, Table B105.1(2)):

Building 1/3:	110,422 SF	3,500 GPM / 3-hour duration
Building 2:	33,880 SF	1,500 GPM / 2-hour duration

Fire Hydrants (OFC Appendix C, Table C102.1):

4,250 GPM Fire Flow= 5 hydrants / 300 foot average spacing

Fire Apparatus Roads (OFC Appendix D):

Two fire apparatus roads required (30'+ in height and/or 62,000 SF+ in area).
Aerial fire apparatus road required

REQUIRE APPROVALS

Land Use:	Special Use Permit		No
	Site Review	County	No
	Transportation Impact	County	TBD
	Wetlands		Yes?
Building Permits:	Erosion Control	DEQ	Yes
	Building Permits	County	Yes
	Air Quality	LRAPA or others	TBD
	Septic	County or others	Yes

30% DESIGN NARRATIVE - CIVIL ENGINEERING

Bulk Handling Systems, Lane County Material Recovery Facility

Domestic and Fire Protection Water

Water service to the proposed Lane County Material Recovery Facility (LCMRF) will be provided by the Willamette Water Company (WWC). The facility will be served by a new tap to the existing 8-inch (WWC) water main located in Highway 99 S, with the connection at the proposed side driveway. According to hydrant flow testing, the main has a static pressure of 91 psi and residual pressure of 77 psi at 1,500 GPM and approximately 2,700 GPM at 20 psi. There are no existing fire hydrants near the project site.

The domestic water service for the proposed facility will include an 8-inch water service, a 4 to 6-inch meter and a double-check valve assembly in a vault located at the property line. The vault will include a sump pump, which will require power and a high-water alarm.

The fire protection water service for the proposal facility will include a 6-inch fire protection service, with a double-detector-check assembly in a vault located at the property line. A fire department connection (FDC) will extend from the vault. The vault will include a sump pump, which will require power and a high-water alarm.

The fire flow requirements for the building will need to be confirmed and negotiated with the State Fire Marshal. The existing flow and pressure in the 8-inch WWC main are most likely adequate to serve the proposed facility, but that will need to be confirmed with the fire marshal. Since the building will be fully sprinkled, the fire marshal will most likely allow the fire flow to be reduced to 1,500 GPM at 20 psi. The code allows for up to 75% reduction, but it is up to the discretion of the fire marshal.

Two new on-site hydrants will be required. The fire code requires a hydrant every 600 feet along the fire lane; therefore, two on-site hydrants are needed to cover all points on the exterior of the building and a third hydrant may be needed, depending on the location of the FDC.

Sanitary Sewer

There is no municipal sanitary sewer system available at the facility site. Sanitary sewer for the new facility will require on-site septic disposal. The on-site septic system will include gravity conveyance piping from the building to a settling tank, then pumped to a treatment system and, finally, the treated effluent will be discharged to a drain field that consists of an array of underground perforated pipes in a layer of drain rock.

Septic systems require a permit from Lane County. The County will perform a “site evaluation” as the first part of the permit process. The evaluation requires the owner/developer to excavate a few holes on site that are approximately at the location and depth of the proposed facility and measure infiltrate rates in the excavation. Based on the infiltration test results, the County will provide sizing for the septic drain field. The treatment system will most likely include a pre-manufactured product, such as AdvanTex and Orenco.

It is possible that the County will determine, through the site evaluation, that the groundwater elevations are too high, or soil infiltration levels are too low, to support an on-site drain field and they

will not permit a septic system. If the County denies an on-site septic permit, it could result in the project not being able to be developable on the property. Unfortunately, we will not know if a permit will be approved until a site evaluation has been done by the County.

In addition to the County, a permit with DEQ may be required. At this time, we do not know if DEQ will require a permit. The facility is unique and a consultation with DEQ is needed to determine if they will require permitting. If DEQ becomes involved, additional engineering and documentation may be required, such as groundwater monitoring and hydraulic assessment, which could result in a higher level of treatment.

Storm Drainage

There is no municipal storm drainage system available to the site. The existing site stormwater runoff sheet drains out the edges of the property on all sides. The site is generally high in elevation in the middle, where the new facility will be located and slopes gradually to the property boundary. Runoff drains east to a large ditch on site that drains north and discharges into a ditch within ODOT right-of-way for Interstate 5. The runoff drains west overland to Wild Hog Creek, which is off-site. Runoff drains south to a small ditch at the property line that is conveyed west to a culvert and eventually to Wild Hog Creek. Runoff drains north into a relatively flat and low area of the site, that may contain wetland and eventually drains to a section of Wild Hog Creek that crosses the property.

The site has no approved point of discharge for storm drainage, which will make the site drainage challenging. The approach to dealing with drainage cannot be determined until all avenues of disposal are explored. The most likely scenario is that on-site runoff will need to be treated to soon-to-be-adapted County standards and NEPA guidelines. NEPA compliance will be required if the development has impacts to wetlands. See Wetland sections for more details. NEPA compliance follows SLOPES-V stormwater guidelines and will be reviewed by State and Federal agencies through the Joint Permit Application (JPA) process. The treated stormwater will be detained in on-site ponds and released at pre-development rates for the 2, 10 and 25-year rainfall events. Stormwater will be released from the detention facilities into the on-site ditch that conveys to ODOT's I-5 right-of-way and to Wild Hog Creek.

The right to drain to ODOT's I-5 right-of-way and to Wild Hog Creek will need to be negotiated with the property owners. Oregon Drainage Law allows runoff across a property line to be maintained, so we will have the right to drain to the offsite facilities up to the current runoff rates, which are low. However, it is possible that discharging a concentrated flow into this offsite facility will not be approved. Wild Hog Creek may be a regional facility that the County has jurisdiction of, but it is most likely considered a "water of the state" and will require Section 404 and 401 federal permits, and possibly a JPA, to construct a new outfall. If a federal permit is required to outfall into Hog Creek, then a biologist will be needed for the analysis and permit.

Wetlands

We received a draft wetland delineation from Lane County. The next step is for the County to submit the delineation to DSL and US Army Corp of Engineers for concurrence. That process typically takes a few months for the review. Based on the draft delineation, we believe that there will be some impact or fill to existing wetlands due to the drainage, septic and site improvements needed for the facility. If wetlands are impacted, a Joint Permit Application (JPA) is required for the proposed development. The permit application will require a wetland specialist. The permit process will take 6 to 8 months

to complete. Construction can begin, at risk, prior to JPA approval, as long as the wetland area is not impacted.

Land Use Permitting

It is currently unknown whether land use permitting is required. We recommend a consultation with Lane County to determine if the property is entitled for the proposed development or if land use permitting is required. At a minimum, we believe that a Traffic Impact Analysis (TIA) by a traffic engineer will be required, due to the increase in vehicle trips to the site.

Site Paving

The proposed pavement sections are as follows:

- Standard Vehicular Paving (parking lots):
 - 4-inch AC over a 12-inch crushed rock base.
- Heavy Vehicular Paving (roadways, delivery access and fire lanes):
 - 6-inch AC over a 14-inch crushed rock base.
 - 10-inch PCC (Portland Concrete Cement) over a 10-inch crushed rock base.
- Pedestrian Sidewalks:
 - 4-inch PCC over a 4-inch crushed rock base.

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Lane County Materials Handling Facility

Preliminary Phase Structural

Building Name: MRF Building-Processing

Building Dimensions:

Tipping Floor: 160'x200' clear span.
Processing: N. 220' x 201' w/ 4 columns
C. 25' x 151'-4" w. 3 columns
S. 111' x 100" clear span
Load Out: 154' x 75' clear span

Basic Description:

The tipping floor, processing and load out are contained on one Butler Building with three sections.

The tipping floor includes a 12' x 20' x 4' deep pit and a 15' x 36' x 10' deep pit.

The processing floor includes a H-shaped pit 8' deep. Width varies 13' to 20'

The tipping floor is same elevation as the processing floor

The tipping floor includes 200' of push walls on the south and east sides of the tipping floor.

Note: The frame spacings on the preliminary Butler drawings do not match the frame spacings on the latest Architectural drawings. This narrative is based on the Architectural layout. These spacings will be resolved during design.

Main Structural Elements:

Pre-Engineered Building

Tipping Floor: Typical spacing 22'-25' with 1 at 33' x 160' clear span.

Processing: Two intermediate columns in north end of processing, clear span in south end. Frame spacing in Processing varies from 22' to 25' (19'-29' on Butler prelims.

Tipping Floor Footings:

Sidewall Footings	Estimated size 12'x12'x 24"
	Rebar: 2-mats (18) #6 each way bottom mat
	#5 @ 12" o.c. top mat
Endwall Footings	Approx 2/3 of sidewall footings
	Estimated size: 8"x8"x18"

Footings Shared w/Processing	Estimated size 13'x13'x24"
	Rebar (20) #6 each way bottom mat
	#5 @ 12" o.c. top mat
Cross Ties	Grade beams to resist spreading from footing to footing in line with frames
	24"x24" concrete with (8) #6 longitudinal
	#4 square ties at 12" o.c.
Push Walls:	
Walls:	16" thick x 12' tall concrete walls.
	Push side: #7 verts @ 10" o.c.
	Opposite side: #6 verts @ 16" o.c.
	Both sides: #5 horiz @ 16" o.c.
Footing	Bear on 16" slab
	Provide standard hooks on all walls verts
	Add bottom mat bars: #6x12' @8" o.c. perpendicular to wall bottom mat only
Processing Area Footings	
Sidewall Footings:	Estimated size 9'x9'x21"
	Rebar two mats 12-#5 each way bottom mat
	#5 @ 16" o.c. each way top mat
Interior Footings:	Estimated size 12'x12'x24"
	Rebar two mats (18) #6 each way bottom mat
	#5 @ 16: o.c. each way to mat
Endwall Footings	Estimated size 7'x7'x15"
	Rebar two mats 9-#5 each way bottom mat
	#5 @ 16" o.c. each way top mat
Shared with Loadout	Estimated size 10'x10'x21"
	Rebar two mats 15-#6 each way bottom mat
	#5 @ 16" o.c. each way top mat

Load Out Footings

Sidewall Footings: Estimated size 8'x8'x21"

Rebar two mats 11-#5 each way bottom mat
#5 @ 16: o.c. each way top mat

Endwall Footings Approx 2/3 of Sidewall Footings

Estimated size 6.5x6.5

Footing concrete 3000 psi

Typical Slab:

Processing 8 inch thick with #5 at 8" o.c. rebar

Tipping floor 12" thick with two mats of #5 @ 12" o.c. rebar

Load Out 10" slab with two mats of #5 at 16" o.c.

Typical slab will have 18" deep by 30" wide thickened edge

Slab concrete 5000 psi.

12" crushed aggregate base under all slabs.

2" sawcut joints at 16'x16' pattern.

Building Pad:

Provide 24" of 3" minus rock over woven geotextile. Extend building pad 3' beyond all slab edges and footing edges. **Note that this work has been added to address a concern that the existing site may have soft soils that are unsuitable to provide support for a building pad. This recommendation could be revised by the geotechnical report.**

Structural Notes:

- 160' clear span creates large outward horizontal loads on the footings. We will need to tie across in the Tipping Building as shown above. We may have to do the same in the Processing Area if it is impractical to resist the spreading forces with the footing size alone. This will depend on the soils report, final building reactions and site grading.
- The plan is for most of the equipment to bear on the 8 inch slab. Some equipment may need a thicker footing either for vertical load or for overturning anchorage. We would design those pads based on the equipment loads and dimensions.



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Lane County Materials Handling Facility

Preliminary Phase Structural

Building Name: Composting Building

Building Dimensions:

Primary Structure 175'-3" x 159'-10" main structure
Feed Area 175'-3" x 17'-6" support for infeed conveyor system
Tunnel Area 175'-3" x 103'-10" composting tunnels
Transfer Wagon Area 175' x 38'-4" at a lower level within the building.
Transfer Extension 42' x 50' extension on NW corner
Dewatering Area 64' x 62' extension on the SE corner
With 20' x 40' concrete tank
Ext. Room w/pit 35'x14'-2" x 10' tall

Basic Description:

All areas shown above are enclosed in one Butler Building. We were provided plans from a similar facility constructed in California. This structure is similar enough to use for preliminary concrete dimensions and reinforcing.

Feed Conveyor Area

The feed area is a concrete slab that supports equipment.

On the sample plan this slab is higher than the tunnel slab.

Composting Tunnel:

The tunnel consists of a base slab below a second slab encasing PVC pipes.

The base slab also forms the foundation for the walls between the tunnels.

The tunnel walls support a roof slab that cantilevers both ways from the walls.

The lane turner only loads the slab directly over the walls.

The roof slab is open for 20' on the feed side and 13' on the discharge side.

There are two groups of four tunnels with an air plenum tunnel between.

Transfer Wagon Area

The wagon moves the lane turner from lane to lane. It runs on tracks.

There is also a conveyor in this area that transports material coming out of the tunnels

The Transfer Wagon Area is 3'-3 3/8" below the top of the tunnel top slab.

Dewatering Area

Includes a cast-in-place concrete tank. The tank supports equipment.

Main Structural Elements:

Pre-Engineered Building, 175' clear span, 15'-24' bays with one spacing at 41'.

Sidewall Footings: Estimated size 11'x11'x24", 2-mats (15) #6 each way

Endwall Footing: Estimate 2/3 of sidewall footings . 8'x8'x18" (11) #5 each way both mats

Footing concrete 3000 psi, All Slabs and Walls 5000 psi

Feed Conveyor Area

Concrete slab supporting conveyor – 16" thick on sample job

Concrete Tunnel Structure

Base Slab: 8" slab per BHS (16" slab on sample job)

Pipe Slab: 12" slab per BHS (15.375" slab on sample job)

Walls: 12" walls on sample job

Roof Slab: 12" slab shown. Steel structure on sample job.

For preliminary design assume 12" slab with two mats of steel.

Both mats: #5 @ 12" o.c transverse and #5 @ 16" o.c. Longitudinal

Transfer Wagon Area

Concrete slab: 16" thick on sample job. Thickened 6" x 36" at rails.

This sample job foundation was on piling so not representative of our rail foundation.

Dewatering Area

Concrete tank – 40'x20'x15' tall

Slab: 12" concrete with two mats of #5 @ 16" o.c. each way.

12" wider than tank all around

Walls: 12" concrete walls with two mats of #6 @ 6" o.c. each way.

Roof Slab: 12" thick with two mats of rebar. Bottom mat #6 @ 6" o.c. each way. Top mat #5 # 18" o.c. each way. Could change depending on actual equipment weight.

Exterior Room with Pit

Assuming roof and walls would be part of Butler Package Foundation

Slab: 5" concrete with one mat of #4 @ 18" o.c. each way.
 16" wide by 16" wide thickened slab edge.

Structural Notes:

- The clear span of 175' is similar to the 160' clear span in the MRF building and creates the same issues with large outward horizontal loads on the footings. We may need to tie across if it is impractical to resist the spreading forces with the footing size alone.
- Precast-prestressed slabs for tank roof might be an option to consider. Planning for cast-in place for now.
- Will need to know weight of equipment on top of tank lid slab before final design.
- Building slab is at three levels. We are planning for the Metal Building columns to all bear on the base slab level.
- The sample building was supported on concrete piling so we need to use this information carefully. The actual foundations may vary depending on the geotechnical recommendations.
- The California site where the sample job was built has a design seismic ground acceleration nearly 3 times that of this site. That could mean a reduction in reinforcement for the final design.



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Lane County Materials Handling Facility

Preliminary Phase Structural

Building Name: Office

Building Dimensions:

1 st Floor-Office	69'-6" x 40'
2 nd Floor Observation	69'-6" x 40'

Basic Description:

Steel frame construction with concrete slab on grade and concrete over metal deck second floor. Divide floor areas with beams creating 20' Joist spans and 20' max beam spans. Divide roof area with beams creating 20' joist spans. Roof joists span 20' with up to a 9' cantilever on the east side. There is a 16' cantilever on the south side. This still needs to be designed. The office is not inside the pre-engineered building.

Main Structural Elements:

Ground level: 5" slab on grade with thickened edge. 3000 psi concrete

Second floor: 3.5" of concrete over 1.5" x 20 ga metal deck. 3000 psi concrete

Bar Joists spanning 20 ft 18LH02 @ 4' o.c.

Line of W18x40 beams, Max 20' span, 4 spans, (5) HSS 6x6x3/8" columns on centerline. W14x26 beams and 5x5x3/8" columns on edges.

6'x6'x18" footing at each column (7) #5 each way.

Roof: Roofing over 1.5" x 20 ga. metal deck. W12x16 @6' o.c.

Line of W12x22 steel beams on edges. W12x26 on centerline. 20' max span, 4 spans. Same columns

South Cantilever to be determined. For now assume W12x26 @ 48" o.c. with 20' back span and 16' cantilever.

Walls: Light gage steel or wood at Owners option.

Lateral: Braced frames preferred. Moment frames could be used. Moment frames are more expensive, but you do not have to include the braces in the design.

Elevator Light gage steel shaft framing over concrete pit.

Structural Notes:

- A seismic separation will need to be provided to the MRF building.
- It would be preferable to use braced frames for the bracing system. This increases the stiffness of the building, decreases the required width of the separation joint and decreases the quantity and field welding for the structural steel. This requires either visible braces behind windows or providing some bays without windows to hide the braces.



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Lane County Materials Handling Facility

Preliminary Phase Structural

Building Name: Non-Building Slabs

Dimensions and description:

Digesters	Slab: 100'x142' x 24" thick Top mat #5 @ 16" o.c. Bottom mat #6 @ 8" o.c. Walls: Each Digester has two walls 14" thick and 11' tall Two mats: #6 @ 6" o.c. verts, #5 @ 12" o.c. hor.
Biofilter	42' x 155' x 12" thick
Bladder	51' x 100' x 12" thick
AD Storage Bunkers	69' x 97' x 12" thick The Bunker and Bladder slabs are now one large slab of roughly 13,300 s.f.

Rebar for all 12" slabs, two mats, Top mat #5 @ 16" o.c. Bottom mat #5 @ 8" o.c.

Provide 12" compacted crushed aggregate base under all slabs.

2" sawcut joints at 16'x16' pattern.

Structural Notes:

- Geotechnical report may impact the slab design.



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August 25, 2023

Chambers Construction
Attn: Dave Bakke, CEO/President
3028 Judkins Road #1
Eugene, Oregon 97403

Phone: 541.687.9445
E-mail: dbakke@chambers-gc.com

**Subject: Geotechnical Investigation and Infiltration Testing Report
Proposed Lane County Material Recovery Facility
85630 Highway 99 South
Eugene, Lane County, Oregon 97405
EEI Report No. 23-165-1**

Dear Mr. Bakke:

Earth Engineers, Inc. (EEI) is pleased to transmit our attached Geotechnical Investigation and Infiltration Testing Report for the above referenced project. This report includes the results of our field investigation, an evaluation of geotechnical factors that may influence the proposed construction, geotechnical recommendations for the proposed structures and general site development, and the results of our infiltration testing.

We appreciate the opportunity to perform this geotechnical study and look forward to continued participation during the design and construction phases of this project. If you have any questions pertaining to this report, or if we may be of further service, please contact our office at 541.393.6340.

Sincerely,
Earth Engineers, Inc.

Raymond V. Aliperti
Geologic Associate

Troy Hull, P.E., G.E.
Principal Geotechnical Engineer

Attachment: Geotechnical Investigation Report

Distribution (1 electronic copy): Addressee
Dave Morris – McGee Engineering - davemorris@mcgee-engineering.com

**GEOTECHNICAL INVESTIGATION AND
INFILTRATION TESTING REPORT**

For the:

**Proposed Lane County Material Recovery Facility
85630 Highway 99 South
Eugene, Lane County, Oregon 97405**

Prepared for:

**Chambers Construction
3028 Judkins Road
Eugene, Oregon 97403**

Prepared by:

**Earth Engineers, Inc.
4660 Main Street, Suite 100
Springfield, Oregon 97478
Phone: 541.393.6340**

EEI Report No. 23-165-1

August 25, 2023



A handwritten signature in black ink that reads "Raymond V. Aliperti".

**Raymond V. Aliperti
Geologic Associate**



EXPIRES: 6/30 2025

**Troy Hull, P.E., G.E.
Principal Geotechnical Engineer**

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APPENDICES: Appendix A – Soil Boring Logs
Appendix B – Soil Classification Legend

1.0 PROJECT INFORMATION

1.1 Project Authorization

Earth Engineers, Inc. (EEI) has completed a geotechnical investigation report for the proposed Lane County Material Recovery Facility (LCMRF) to be located at 85630 Highway 99 South in Eugene, Lane County, Oregon (see Figure 1 and Photos 1 and 2 below). Prior to the start of our work, our proposal entitled: *Proposal for Geotechnical Investigation Report, Proposed New Industrial Buildings, Highway 99, Goshen, Lane County, Oregon 97405, EEI Proposal No. 23-P232*, was sent to you for your review. Our geotechnical services were authorized by you in an email dated July 11, 2023.

1.2 Project and Site Description

Our understanding of the project is based on several telephone conversations between Dave Bakke with Chambers Construction and Ray Aliperti of our firm. In addition, on June 7, 2023 we received an email from Mr. Bakke that contained the following attached project documents:

- Lane County Map 18032340 with Tax Lots #101, 2401, 2500, 1400 and 5000.
- A Google Earth image of the site outlined in red.
- A site plan entitled: *Potential Site Plan, Saxon Living Trust, Map and Tax Lots: 18-03-24-00 Lot #6100, 18-03-23-10 Lot #5406, 18-03-23-40 Lots #101, 2401, 2500, 1400 and 5000, Goshen, Lane County, Oregon* with a revision 1 date of 8/25/2021.
- A graphic overview of the site showing building layouts.
- A graphic ISO view of the site showing building layouts.

In addition, on July 21, 2023 we received an email from Dave Morris with McGee Engineering regarding maximum point loading of 120,000 pounds.

Based on the information provided to us, we understand the project will consist of the construction of four large industrial buildings constructed at the south end of an approximate 17-acre site between Highway 99 South and I-5 Freeway in Goshen, Oregon (reference Figure 1 below). The proposed new buildings are planned to be concrete tilt-up and pre-engineered metal. The buildings are planned to be supported on conventional shallow foundations with slab-on-grade construction. The site will also include both asphaltic and Portland cement paving sections for car and heavy truck parking and drive lanes as well as truck dock aprons (reference Figure 2 below).

For the purposes of this report, we are assuming there will be no major cuts/fills or retaining walls (i.e. taller than 4 feet), and the construction will be in accordance with the 2022 Oregon Structural Specialty Code and ASCE 7-16. We have assumed maximum isolated column footing, continuous wall footing, and maximum floor loading will not exceed 120 kips, 5 kips per linear foot, and 250 pounds per square foot, respectively.

Based on Google Earth, the proposed project site is currently level, undeveloped and covered in thick brush vegetation with some trees scattered throughout. Access to the site is through a gate off Highway 99. The site is bordered to the north by an undeveloped parcel of land, the west by a combination of residential, commercial and industrial developed properties, the south by residential and W. Peebles Street and commercial properties and the east by I-5 freeway. In addition, the Google Earth imagery shows the current elevation at the site to be about 480 to 485 feet above mean sea level.

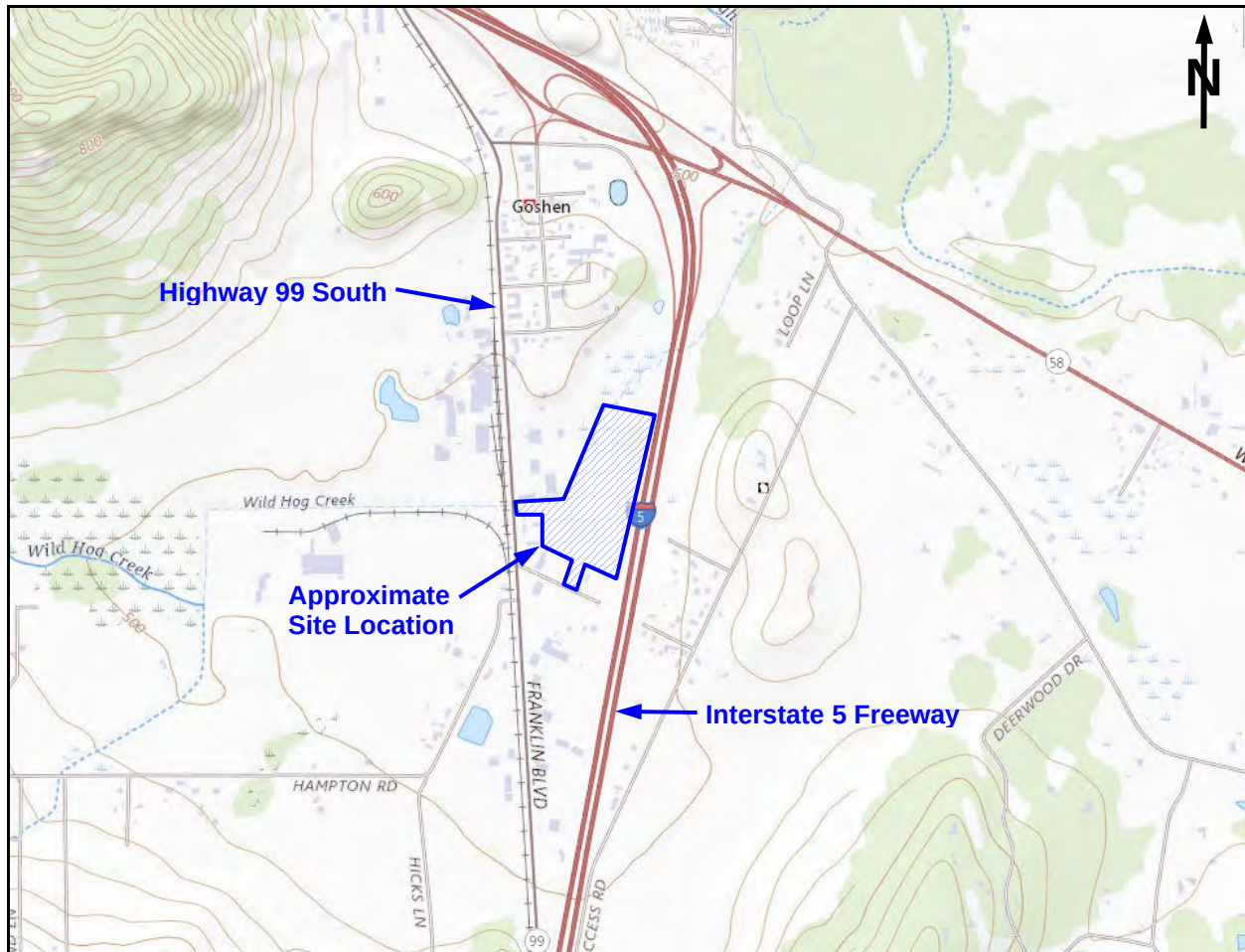


Figure 1: Site Vicinity Map (base map source: USGS National Map, <https://apps.nationalmap.gov/viewer>).



Photo 1: Looking north across the site from approximately the middle of the south end of the site.



Photo 2: Looking southeast across the site from approximately the center of the site.

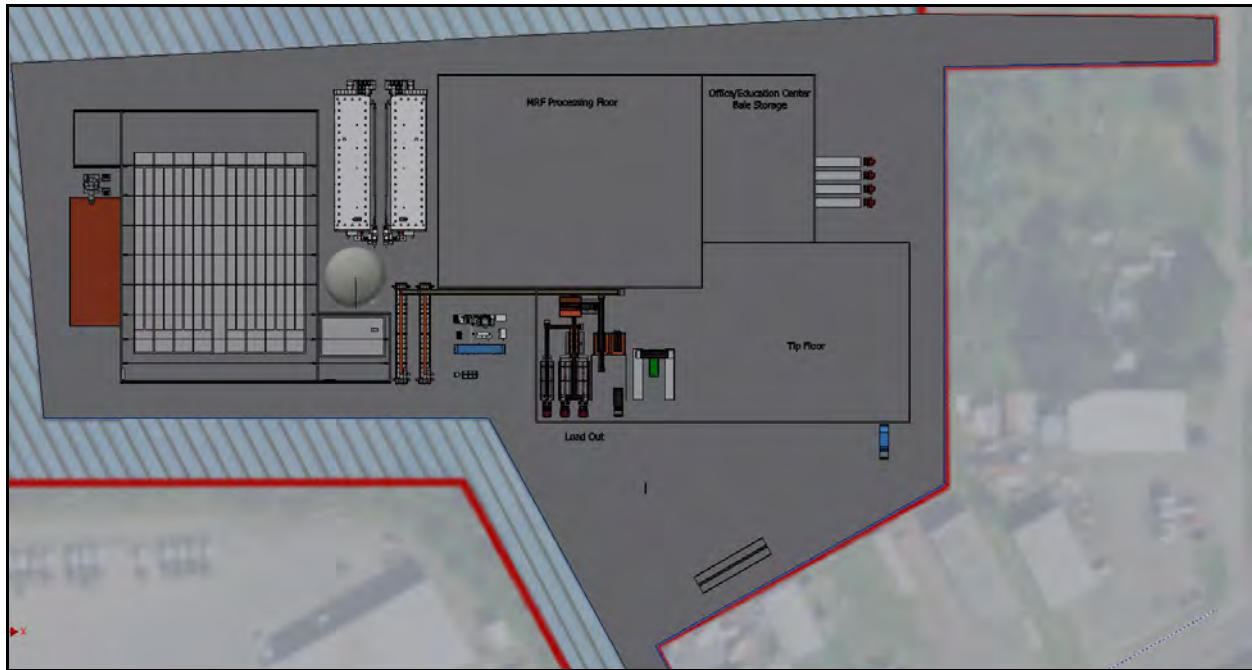


Figure 2: Site Plan (site plan provided by client entitled: #2 Lane County Site Plan View Closeup 20230510, not dated).

1.3 Purpose and Scope of Services

The purpose of our services was to perform a geotechnical engineering evaluation of the site and its subsurface conditions in order to provide geotechnical-related recommendations for the proposed new buildings and pavements. In order to provide geotechnical engineering recommendations for the proposed structures, we performed a subsurface investigation at the project site on July 31, August 1 and August 2, 2023. We performed seven (7) Standard Penetration Test (SPT) drilled borings at the site. The SPT borings were performed by our subcontractor, BB&A Environmental of Coburg, Oregon using a truck-mounted drill rig. The exploration locations were based on the site plans and project information we were provided.

In addition to the proposed soil borings to determine the subsurface soil and/or rock conditions present, we performed three (3) falling head infiltration tests. The infiltration test locations were also based on the site plan provided to us.

This report briefly outlines the testing procedures, presents available project information, describes the site and subsurface conditions, and presents the following recommendations:

- A discussion of subsurface conditions encountered including pertinent soil and rock properties and groundwater conditions.
- 2022 Oregon Structural Specialty Code/ASCE 7-16 seismic design criteria.
- Imported fill requirements, including gradation and compaction.
- Recommendations for subgrade preparation and the overall suitability of the in-situ soils and in-place materials for use as structural fill.

- Geotechnical related recommendations for conventional shallow foundation design (i.e. strip footings/stem walls and isolated pad footings) including allowable bearing capacity, depth of footing embedment, minimum footing dimensions and estimated settlements.
- Geotechnical related slab on grade recommendations.
- Wet and dry weather construction recommendations.
- Subsurface drainage requirements.
- Groundwater considerations.
- Discussions on geotechnical issues that may impact the project.
- Pavement section thickness recommendations for proposed asphaltic concrete and concrete paved areas based on an assumed CBR lab test value and assumed traffic loading conditions.
- Results of our water infiltration tests.

Our scope of services did not include an environmental assessment for determining the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air on or below, or around this site. Any statements in this report or on the boring logs regarding odors, colors, and unusual or suspicious items or conditions are strictly for informational purposes. Prior to development of the site, an environmental assessment is typically advisable.

2.0 SUBSURFACE CONDITIONS

2.1 Mapped Geology and Soils

The subject site lies within the Willamette Valley Geomorphic Province, east of the Coast Range and west of the Cascade Mountains Geomorphic Provinces. The Willamette Valley Province is regional lowland that extends from just south of Eugene, Oregon to Vancouver, British Columbia. Within Oregon, this narrow alluvial plain is approximately 130 miles long and ranges from approximately 20 to 40 miles wide (Orr and Orr, 1996). The province is drained by the Willamette River, the longest north-flowing river in North America. Compressional forces attendant with uplift of the Cascade and Coast Range Mountain Ranges during the Miocene and Pliocene epochs (approximately 4 to 20 million years ago) depressed the Willamette Valley. The bedrock lithology of the Willamette Valley in the vicinity of the subject site consists of the late Eocene aged (approximately 35 million years ago) Eugene Formation, a generally well consolidated to lithified, tuffaceous near-shore marine sedimentary rock that was gently folded during the geosynclinal compressional period described above (Yeats et al., 1991).

Prior to deformation, low energy streams and lakes present within the southern Willamette Valley during the Pliocene epoch covered the Eugene Formation with fluvial and lacustrine deposits of silts and clays to various depths. With the rapid uplift of the Cascade Mountains in the Pliocene epoch, steepened stream gradients resulted in increased erosion of the Cascades and rapid deposition of thick gravel layers that incised the soft fluvial and lacustrine deposits overlying the Eugene Formation. Locally, fining upward sequences of rhythmite deposits from the Pleistocene aged (approximately 2.6 million years ago) Missoula Floods are preserved that record up to 30 advance and retreat cycles of Lake Allison (Waitt, 1985), which filled the Willamette Valley to a depth of approximately 350 feet with each flooding event (Allen et al., 1986).

According to the Web Soil Survey's Soil Map - Lane County Area, Oregon (<http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>), the native soils on the project site consist of Natroy silty clay loam (soil unit no. 85), Natroy silty clay (soil unit no. 86) and Pengra silt loam (soil unit no. 105A). According to the soil survey, the following are brief descriptions of each unit:

Natroy silty clay loam (soil unit no. 85) and Natroy silty clay (soil unit no. 86) consist of terrace and fan landforms with 0 to 2 percent slopes. The parent material of each unit is fine-textured mixed alluvium. The frequency of flooding for each unit is none to rare, the frequency of ponding is frequent and is typically poorly drained. The typical depth to a restrictive feature is more than 80 inches and typical depth to a water table is 0 to 12 inches. According to the soil survey, a typical soil profile is, from 0 to 5 inches – silty clay loam; from 5 to 57 inches – clay and from 57 to 60 inches – gravelly clay.

Pengra silt loam (soil unit no. 105A) consists of fans and hill landforms with 1 to 4 percent slopes. The parent material of the Pengra silt loam complex is stratified alluvium. The frequency of flooding or ponding for this unit is none and is typically somewhat poorly drained. The typical depth to a restrictive feature is more than 80 inches and typical depth to a water table is 0 to 30 inches.

According to the soil survey, a typical soil profile for Pengra silt loam complex is, from 0 to 6 inches – silt loam; from 6 to 21 inches – silty clay loam and from 21 to 60 inches – clay.

2.2 Subsurface Materials

As mentioned above, the subsurface conditions were explored with seven (7) SPT borings (B-1 through B-7). The boring locations are shown on the Exploration Location Plan (see Figure 3 below).

The soil borings were advanced to depths between approximately 6-1/2 and 41-1/2 feet below the ground surface (bgs) using a truck-mounted, CT 150 drill rig utilizing hollow stem auger drilling techniques and equipped with an SPT manual hammer. The drilling was subcontracted from BB&A Environmental of Coburg, Oregon. The borings were backfilled with bentonite hole plug, to existing ground surface, upon completion of each boring.

Each soil sample collected was marked and identified by date sampled, project name, project number, boring number, and sample depth. The samples were transported to our laboratory for visual identification and laboratory testing. Samples not altered by laboratory testing will be retained for 90 days from the date of this report.

Select soil samples were tested in the laboratory to determine material properties for our evaluation. Laboratory testing was accomplished in general accordance with ASTM procedures. The testing performed included moisture content tests (ASTM D2216), the amount of material in the soils finer than the #200 sieve (ASTM D1140), and an Atterberg Limits test (ASTM D4318). The test results have been included on the Boring Logs in Appendix A.

The materials encountered in Borings B-1 through B7 may be divided into three general strata, as described below:

Topsoil: The upper layer in soil borings B-4, B-5, B-6 was dry to moist, brown topsoil that contained small root systems of grass, blackberry bushes and occasional tree roots. The thickness of the topsoil layer in the borings was about 8 to 10 inches.

Fill: The upper layer in soil borings B-1, B-2, B-3 and B-7 was fine-grained, clayey silt/silty clay with some gravel fill that contained some small pieces of plastic, metal and wood. At an area between B-4 and B-7, pieces of concrete are visible just below the surface and at an area west of B-5, some large rocks are exposed. The thickness of the fill layer in the borings varied from approximately 2 to 4 feet.

Sandy Fat Clay (CH): The soil underlying the topsoil and fill in the soil borings classified as red-brown, brown and gray, moist to wet, Sandy Fat Clay (CH), in accordance with the Unified Soil Classification System (USCS). The soil extended to the maximum depth explored at each boring location and based on the results of the SPT's, the soil was generally medium stiff to very still at the exploration locations. Based on laboratory tests, the in-situ moisture content ranged from 35 to 57 percent.

We consider the sandy fat clay soils at this site to have a high expansive potential (i.e. high shrink/swell potential). This consideration is based on the results of our observations during drilling and sampling, the results of our laboratory testing and the results of laboratory testing on nearby projects.

The above subsurface description is of a generalized nature to highlight the major subsurface stratification features and material characteristics. The Boring Logs included in Appendix A at the end of this report should be reviewed for specific information at specific locations. These records include sample locations, soil and rock descriptions, stratifications and results of laboratory tests. The stratifications shown on the logs represent the conditions only at the actual boring locations. Variations may occur and should be expected between locations. The stratifications represent the approximate boundary between subsurface materials; the actual transition may be gradual.

The fill extent at each exploration location was estimated based on an examination of the soil samples, the presence of foreign materials, field measurements, and the subsurface data. The explorations performed are not adequate to accurately identify the full extent of existing fill across the site. Consequently, the actual fill extent may be much greater than that shown on the exploration logs and discussed herein.

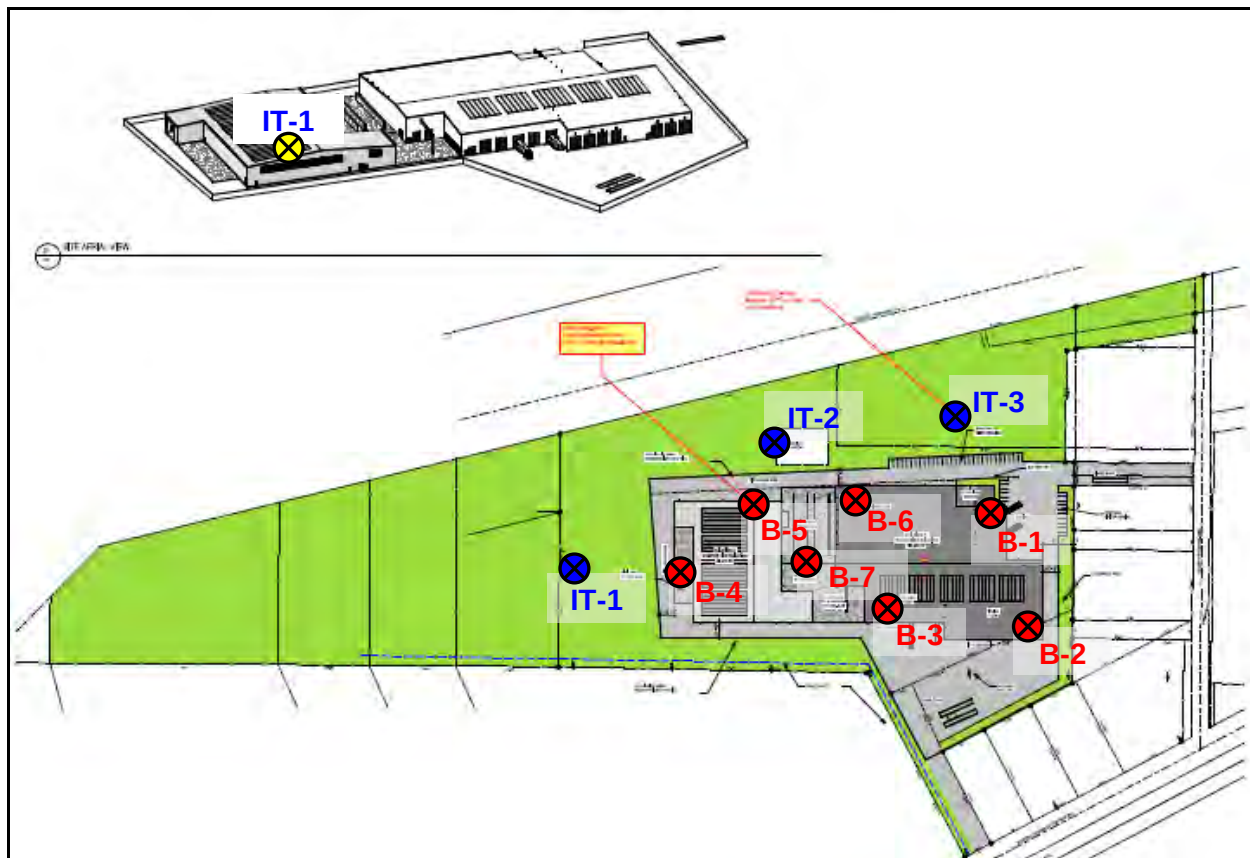


Figure 3: Exploration Location Plan showing locations of soil borings in red and infiltration tests in blue (site plan provided by client entitled: *Architectural Site Plan, Bulk Handling Systems, Lane County Material Recovery Facility, 85630 OR-99 S, Eugene, Oregon 97405, Schematic*

Design Drawings, by Robertson Sherwood Architects, sheet A101 with an issue date of 21 June 2023).

2.3 Groundwater Information

Static groundwater elevation was measured in boring B-1 at 26 feet bgs approximately 16 hours after completion of the boring on July 31, 2023. Groundwater was not encountered in any of the other explorations at the time of drilling. It should be noted that it is possible for the depth of a groundwater table to vary at some future time depending upon the amount of irrigation on the surrounding lots, and upon climatic and rainfall conditions, and that water seepage should be expected in subsurface excavations performed during the wet season (generally October through June).

2.4 Seismicity

In accordance with the 2022 OSSC, we recommend a Site Class D (Stiff Soil) for this site when considering the average of the upper 100 feet of bearing material beneath the foundations. This recommendation is based on the results of our subsurface investigation as well as our knowledge of the local geology. Inputting our recommended site class, as well as the site latitude and longitude, into the Structural Engineers Association of California OSHPD web-based U.S. Seismic Design Maps tool (available at <https://seismicmaps.org/>) we obtained the seismic design parameters shown in Table 1 below. Note that the value for F_v in Table 1 was obtained from ASCE's Supplement 3 dated November 5, 2021 and issued for ASCE 7-16 to correct some seismic design issues in the original publication. The return interval is 2% probability of exceedance in 50 years.

Table 1: 2022 OSSC Seismic Design Parameter Recommendations

Parameter	Recommendation
Site Class	D
S_s	0.659g
S_1	0.382g
F_a	1.273
F_v	1.918
$S_{MS} (=S_s * F_a)$	0.839g
$S_{M1} (=S_1 * F_v)$	0.733g
$S_{DS} (=2/3 * S_{MS})$	0.559g
Design PGA ($=S_{DS} / 2.5$)	0.224g
MCE_G PGA	0.313g
F_{PGA}	1.287
$PGA_M (=F_{PGA} * MCE_G \text{ PGA})$	0.403g

Note: Site Latitude = 43.9879888°, Site Longitude = -123.0086583°

Per Section 11.4.8 of ASCE 7-16 a site-specific ground motion hazard analysis shall be performed in accordance with Section 21.2 for the following conditions:

1. Structures on Site Class D sites with S_1 greater than or equal to 0.2g.

Exception: ASCE 7-16 does not require a site-specific ground motion hazard analysis when the value of S_{M1} is elected to be increased by 50% for all applications of S_{M1} by the Structural Engineer. If S_{M1} is increased by 50% to avoid having to perform the seismic response analysis, then the resulting value of S_{D1} shall be equal to $2/3 * [1.5 * S_{M1}]$.

2. Structures on Site Class E sites with values of S_s greater than or equal to 1.0, or values of S_1 greater than or equal to 0.2.

Exception: ASCE 7-16 does not require a site-specific ground motion hazard analysis when:

1. The Structural Engineer uses the equivalent lateral force design procedure and the value of C_s is determined by Eq. 12.8-2 for all values of T , or
2. Where (i) the value of S_{ai} is determined by Eq. 15.7-7 for all values of T_i , and (ii) the value of the parameter S_{D1} is replaced with $1.5 * S_{D1}$ in Eq. 15.7-10 and 15.7-11.

We classified this site as Site Class D. Because the S_1 value is greater than 0.2g as shown in Table 1 above, a ground motion hazard analysis is required unless the Structural Engineer elects to increase the S_{M1} value by 50 percent (which results in also increasing the S_{D1} value by 50 percent). **If the Structural Engineer elects not to utilize the 50 percent increase on S_{M1} and S_{D1} , then EEI should be retained to perform a site-specific ground motion hazard analysis in accordance with Section 21.2 of ASCE 7-16.**

In accordance with the 2022 OSSC, we have included the following evaluation of potential geologic and seismic hazards including slope instability, liquefaction, and surface rupture due to faulting or lateral spreading.

Slope instability: The risk of slope instability on the subject property is considered low because there are no slopes on the site. A review of the State of Oregon's online landslide map (SLIDO-4.4) shows that the subject property is mapped in a low Regional Landslide Susceptibility hazard area.

Liquefaction: In our professional opinion, the risk of liquefaction on the subject property is low when considering the site geology, groundwater conditions, and the consistency and strength of the native soils encountered.

Surface rupture due to faulting or lateral spreading: The risk of earthquake surface rupture on the subject property is considered low due to the lack of mapped faults at or near the site based on our review of the United States Geological Survey's web site and Interactive Fault Map at <http://earthquake.usgs.gov/hazards/qfaults/map>. It should be noted that it is possible for faults to be present, which are not currently mapped.

2.5 Water Infiltration Testing and Results

As requested, we performed three additional borings, IT-1, IT-2 and IT-3 for falling head infiltration testing at the site. The tests were performed in the locations shown in Figure 3 above. Testing was performed at a depth of approximately four to five feet below existing grade.

The infiltration testing followed the procedures outlined in the current City of Eugene, Stormwater Management Manual for infiltration testing, as outlined below, available at (<https://www.eugene-or.gov/477/Stormwater-Management-Manual>). We performed water infiltration testing at the site on August 2, 3, 4, 7 and 8, 2023. All three infiltration test locations were performed within the moist, red-brown and gray, native, Sandy Fat Clay (CH) stratum. Groundwater was not encountered in any of the test locations at the time of testing.

In accordance with the infiltration test procedure, at each location, a six-inch diameter casing (stand pipe) was embedded approximately 4 to 6 inches into the soil at the bottom of the hole. We placed approximately six inches of clean gravel in the bottom of the stand pipe to protect the soil at the bottom from scouring. We then filled the stand pipe with a 12-inch head of water for the initial pre-soaking trial. The 12-inch head of water did not infiltrate in 10 minutes; therefore, we performed our first trials after the required four-hour-minimum pre-soak period. According to the procedure, trials are to be conducted until the measured infiltration rate between two successive trials does not increase and the percent change is minimal. Testing is normally conducted by recording the time required for a 12-inch head of water to infiltrate into the soil for a total period of at least one hour or until all of the water had drained. However, due to the lack of infiltration rate, the testing was extended up to five days. The average infiltration rate presented in Table 3 below is the *unfactored infiltration rate* (i.e. no Factor of Safety applied). The location of each infiltration test will be loosely backfilled with the excavated soil by EEI after this report is issued, at a later date.

Table 3: Infiltration Test Results

Infiltration Test	Test Depth (feet)	Infiltration Rate* (inches per hour)	Soil Stratum Tested
IT-1	5	Less than 1/8	Sandy Fat Clay (CH)
IT-2	5	Less than 1/8	Sandy Fat Clay (CH)
IT-3	5	1/4	Sandy Fat Clay (CH)

3.0 EVALUATION AND FOUNDATION RECOMMENDATIONS

3.1 Geotechnical Discussion

The primary geotechnical factors influencing the proposed construction is the presence of undocumented fill material and high plasticity, potentially expansive sandy fat clay soils at the project site. See Sections 3.4 and 3.5 and below for detailed mitigation recommendations.

In our opinion, it is acceptable to construct the proposed buildings and pavements on the subject property, provided the recommendations in this report are followed as outlined below.

3.2 General Site Preparation

All vegetation, roots, undocumented fill and any other deleterious soils should be stripped from beneath all structurally improved areas. It should be expected that the depth of these materials may vary across the site. A representative of the Geotechnical Engineer should determine the depth of removal at the time of construction.

After stripping the site as described above and excavating to the proposed subgrade levels, as required, building and pavement subgrade areas should be observed by a representative of the Geotechnical Engineer and proofrolled with a fully loaded tandem axle dump truck. If the subgrade cannot be accessed with a dump truck to perform a proofroll, then the subgrade will need to be evaluated by a representative of the Geotechnical Engineer by soil probing. Structural fill, as described in Section 3.3 below, should be placed on the prepared subgrade after it has been proofrolled or soil probed. Soils that are observed to be soft or are otherwise judged to be unsuitable should be undercut and replaced with properly compacted structural fill.

Note that because the sandy fat clay soils that underly most of the site are potentially expansive, they should not be allowed to dry out. They should be covered immediately after exposing during grading operations (i.e. the same day).

Construction equipment may severely disturb the upper one to two feet of an exposed fine-grained soil subgrade during initial phases of site clearing and grubbing, especially if site preparation work is performed during wet weather. This may result in the need for overexcavation and replacement of the disturbed soils if care is not taken by the contractor to protect the moisture sensitive soils. The contractor may also need to construct temporary construction roads to protect the subgrade soils from becoming disturbed. If fine-grained soils are exposed and repeated construction traffic is anticipated, we recommend covering these areas with a minimum 18 to 24 inches of coarse gravel underlain by a geotextile fabric to prevent soil contamination of the rock and to protect the underlying subgrade.

3.3 Structural Fill

We recommend structural fill consist of imported crushed rock gravel. If crushed rock gravel is imported to the site, it should be relatively well graded and have a maximum particle size of 1-1/2 inches. Structural fill materials should be free of organics or other deleterious materials, contain at least 5 percent soil passing the U.S. #200 sieve, and have a liquid limit less than 45 and plasticity index less than 25.

We do not recommend the use of the on-site fine-grained soils as structural fill due to their over-optimum in-situ moisture condition and high potential for shrink/swell.

All structural fill should be compacted to a minimum of 95 percent of the maximum dry density as determined by the Modified Proctor. The Modified Proctor can either be the ASTM D1557 or AASHTO T180 test methods. When placed, the lift thickness should generally not exceed 12 inches prior to compacting. The type of compaction equipment used will ultimately determine the maximum lift thickness. In addition, we recommend that the structural fill be placed within +/- 2 percent of the optimum moisture for that material.

A representative of the Geotechnical Engineer should approve any selected granular fill material before importing it to the site. Each lift of compacted engineered fill should be evaluated by a representative of the Geotechnical Engineer prior to placement of subsequent lifts. The fill should extend horizontally outward beyond the exterior perimeter of the building and pavement areas at least five feet and three feet, respectively, prior to sloping.

As an alternative to using crushed rock structural fill, Controlled Density Fill (CDF), or sand-cement slurry, could be used under the proposed footings. If a CDF is used, it should meet a minimum compressive strength requirement of 200 pounds per square inch (psi) at an age of 28 days; and have a minimum of 1.5 sack of Portland cement per cubic yard of concrete. One of the advantages of using CDF is the width of the excavation for CDF under the proposed footing can be equal to the width of the footing.

3.4 Foundation Recommendations

Based on the soils encountered in our soil borings, the maximum column load of 120 kips provided to us in an email, the results of our laboratory testing, and our current limited understanding of the project, it is our professional opinion that the proposed buildings can be supported on conventional shallow foundations.

We recommend footings be designed for a maximum net allowable soil bearing pressure of 1,500 pounds per square foot (psf) when supported on at least a 36-inch-thick layer of properly compacted crushed rock gravel structural fill (as outlined in Section 3.3 above), overlying the native, stiff to very stiff, sandy fat clay stratum.

The width of the granular structural fill beneath the footing should be equal to the footing width plus the thickness of the granular structural fill. For example, if the footing is 2 feet wide and the

thickness of the granular structural fill beneath the footing is 3 feet, then the total width of the granular structural fill should be 5 feet.

In addition, we recommend the footing excavations (which includes the thickness of the recommended granular structural fill under proposed footings), be extended down to a depth of at least 36 inches below adjacent finished grade. The minimum embedment depth of 36 inches is recommended to help reduce the effects of moisture changes in the potentially expansive sandy fat clay soils, which could cause the clay soils to shrink and swell.

The allowable soil bearing pressure is based on dead load plus design live load. The allowable soil bearing pressure recommended above can be increased by one-third for short term wind or seismic loads. Minimum dimensions of 24 inches for isolated column footings and 18 inches for continuous wall footings should be used to minimize the possibility of a local bearing capacity failure.

The foundation excavations should be observed by a representative of the Geotechnical Engineer prior to steel or concrete placement to assess that the foundation materials are capable of supporting the design loads and are consistent with the materials discussed in this report. Unsuitable soil zones encountered at the bottom of the foundation excavations should be removed to the level of suitable soils or properly compacted structural fill as directed by the Geotechnical Engineer. Cavities formed as a result of excavation of unsuitable soil zones should be backfilled and compacted with structural fill in accordance with Section 3.3 above.

Exterior footings and foundations in unheated areas should be located at a depth of at least 12 inches below the final exterior grade to provide adequate frost protection. If the building is to be constructed during the winter months or if the foundation soils will likely be subjected to freezing temperatures after foundation construction, then the foundation soils should be adequately protected from freezing. Surface run-off water should be permanently drained away from the foundation excavations and not allowed to pond.

Lateral frictional resistance between the base of footings and the subgrade can be expressed as the applied vertical load multiplied by a coefficient of friction of 0.40 for concrete foundations bearing directly on crushed rock gravel. In addition, lateral loads may be resisted by passive earth pressures based on an equivalent fluid density of 300 pounds per cubic foot (pcf) for footings poured "neat" against in-situ soils, or properly backfilled with structural fill. These are ultimate values - we recommend a factor of safety of 1.5 be applied to the equivalent fluid pressure, which is appropriate due to the amount of movement required to develop full passive resistance.

Provided our recommendations above are followed, we do not anticipate that total and differential settlement will exceed the typical values of 1 inch and ½-inch, respectively.

Please note that our subsurface investigation was limited to the areas explored. At a minimum, we recommend that during construction we observe all footing and floor slab excavations to observe that the material is similar to what we observed during our subsurface investigation and, subsequently, is similar to the material our recommendations are based on. In addition, our

observations would include verifying that the footings have been placed on at least 36 inches of properly compacted granular structural overlying the native, stiff to very stiff, sandy fat clay stratum.

3.5 Floor Slab Recommendations

Based on our understanding of the project, we understand proposed floor slabs will support heavy forklift traffic loading. For the purposes of this report, we have assumed that maximum floor slab loads will not exceed 250 psf.

Proposed floor slabs should not be supported on any undocumented fill and should not be supported directly on the sandy fat clay stratum, which at this site, is likely to be potentially highly expansive (i.e. high shrink/swell potential).

In order to provide uniform subgrade reaction beneath floor slabs, we recommend supporting floor slabs on a minimum of 18 inches of properly compacted (as outlined in Section 3.3 above) crushed rock gravel fill overlying the native, stiff to very stiff, sandy fat clay stratum. Prior to placing the structural fill, the exposed subgrade surface should be prepared as discussed in Section 3.2 and then proofroll tested with a fully loaded, dual axle dump truck in order to identify any unstable areas that should be removed prior to structural fill placement. The proofroll should be observed by a representative of the Geotechnical Engineer. If the subgrade cannot be accessed with a dump truck, then the subgrade will need to be visually evaluated by a representative of the Geotechnical Engineer by soil probing. If fill is required, the structural fill should be placed on the prepared subgrade after it has been proofrolled or soil probed. Note that it will be very important to prevent the potentially expansive subgrade soils from drying out by covering the same day they are exposed.

The structural fill should provide a capillary break to limit migration of moisture through the slab. If additional protection against moisture vapor is desired, a moisture vapor retarding membrane may also be incorporated into the design. Factors such as cost, special considerations for construction, and the floor coverings suggest that decisions on the use of vapor retarding membranes be made by the project design team, the contractor and the owner.

3.6 Pavement Recommendations

Our scope of services included evaluating the surface soils for the specific purpose of a detailed pavement analysis. The recommended thicknesses presented below are considered typical and minimum for the derived parameters. The primary factor in the development of pavement areas on this site is the presence of undocumented fill, some of which contains debris. We do not recommend the placement of any pavement structure overlying the fill material due to the potential for the fill to reduce the life of the pavement. We recommend that after the site has been stripped and prepared in accordance with Section 3.2 of this report, the pavement subgrade should be proofrolled. Areas found to be soft or yielding under the weight of the dump truck should be overexcavated as directed by the Geotechnical Engineer's representative and replaced with

additional base course. The base course should consist of well-graded crushed stone with a maximum particle size of 2 inches and no more than 5 percent passing the U.S. #200 sieve (0.075 mm). The base course should be moisture conditioned to within three percent of optimum and compacted to a minimum of 95 percent of a Modified Proctor as mentioned in Section 3.3.

Using the American Association of State Highway and Transportation Officials (AASHTO) method of flexible pavement design, the following design parameters have been assumed:

- An assumed California Bearing Ratio (CBR) value of 5 for the Sandy Fat Clay (CH) stratum that underlies the proposed new parking and driveway pavement areas.
- A pavement life of 20 years.
- A terminal serviceability (Pt) of 2 (i.e. poor condition).
- A regional factor (R) of 3.0.
- An assumed 18,000-pound equivalent axle load (EAL) of:
 - 120 per day for car parking
 - 60 per day for delivery truck parking
 - 240 per day for car driveway areas
 - 120 per day for delivery truck driveway areas
- An assumed average weight of 4,000 pounds per car and 51,000 pounds per delivery truck was used in our calculations.
- Additionally, pavement areas must be designed to support an 80,000-pound fire truck.

The project Civil Engineer should review our assumptions to confirm they are appropriate for the anticipated traffic loading. See Tables 4 and 5 below for recommended pavement section thicknesses based on the above assumptions.

Table 4: Asphaltic Concrete - Recommended Minimum Thicknesses (inches)

Pavement Materials	Parking Areas	Drive Lane Areas
Asphaltic Concrete	4	5
Crushed Aggregate Base Course (underlain by Mirafi 500X geotextile fabric or equivalent)	18	18

Table 5: Portland Cement Concrete - Recommended Minimum Thicknesses (inches)

Pavement Materials	Parking Areas	Drive Lane Areas
Portland Cement Concrete	5	6
Crushed Aggregate Base Course (underlain by Mirafi 500X geotextile fabric or equivalent)	12	12

Asphaltic concrete materials should be compacted to at least 92 percent of the material's theoretical maximum density as determined in general accordance with ASTM D2041 (Rice Specific Gravity). The geotextile fabric should be placed over a smooth subgrade and should be placed with no wrinkles. The fabric should be overlapped in accordance with the manufacturer's instructions. Construction equipment should not be permitted to travel directly on the geotextile

fabric. Water should not be allowed to pond behind curbs and saturate the base course. In down grade areas, base course should extend through the slope to allow any water entering the base course a path to exit.

The base course should consist of well-graded crushed stone with a maximum particle size of 1-½ inches. Aggregate base course materials should be free of organics or other deleterious materials, be relatively clean (i.e. less than 5 percent soil passing the U.S. #200 sieve), well graded, and have a liquid limit less than 45 and plasticity index less than 25. The base course should be moisture conditioned to within 2 percent of optimum and compacted to a minimum of 95 percent of a modified Proctor as outlined in Section 3.3 of this report. When placed, the lift base course thickness should generally not exceed 12 inches prior to compacting. The type of compaction equipment used will ultimately determine the maximum lift thickness. In addition, we recommend that the structural fill be placed within +/- 2 percent of the optimum moisture for that material.

4.0 CONSTRUCTION CONSIDERATIONS

EEI should be retained to provide observation and testing of construction activities involved in the foundation, earthwork, and related activities of this project. EEI cannot accept any responsibility for any conditions that deviate from those described in this report, nor for the performance of the foundations, if not engaged to also provide construction observation for this project.

4.1 Drainage and Groundwater Considerations

Water should not be allowed to collect in the foundation excavations or on prepared subgrades for the floor slab and pavements during construction. Positive site drainage should be maintained throughout construction activities. If groundwater is encountered, a system of sumps and pumps may be required to keep footing excavations drained until the footing is placed to prevent softening of the subgrade soils. Undercut or excavated areas should be sloped toward one corner to facilitate removal of any collected rainwater, groundwater, or surface runoff.

The site grading plan should be developed to provide rapid drainage of surface water away from the building areas and to inhibit infiltration of surface water around the perimeter of the building and floor slabs. Grades should be permanently sloped away from building areas. Stormwater runoff should be piped (tightlined) to an approved on-site private system or public storm drain system.

4.2 Moisture Sensitive Soils

The soils encountered at this site are expected to be sensitive to disturbances caused by construction traffic and to changes in moisture content. During wet weather periods, increases in the moisture content of the soil can cause significant reduction in the soil strength and support capabilities. In addition, fine-grained soils that become wet may be slow to dry and thus significantly retard the progress of grading and compaction activities.

The soils at this site, if wet, may be prone to rutting when driven over by vehicles. Additionally, it is not uncommon for construction equipment to severely disturb the upper 1 to 2 feet of the subgrade during initial phases of site clearing, grubbing, demolition, etc., especially if site preparation work is performed during wet weather, as is currently planned by the project team. This may result in the need for undercutting and replacement of the disturbed soils if care is not taken by the contractor to protect the moisture sensitive soils. The contractor may also need to construct temporary construction roads. If fine-grained soils are exposed and repeated construction traffic is anticipated, we recommend covering these areas with 18 to 24 inches of coarse gravel underlain by a geotextile fabric to prevent soil contamination of the rock and to protect the underlying subgrade.

4.3 Excavations

In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, part 1926, Subpart P". This document and subsequent updates were issued to better ensure the safety of workmen entering trenches or excavations. It is mandated by this federal regulation that excavations, whether they be utility trenches, basement excavations or footing excavations, be constructed in accordance with the new OSHA guidelines. These regulations are strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties. The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "responsible person", as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations. We are providing this information solely as a service to our client. EEI does not assume responsibility for construction site safety or the contractor's compliance with local, state, and federal safety or other regulations.

5.0 REPORT LIMITATIONS

As is standard practice in the geotechnical industry, the conclusions contained in our report are considered preliminary because they are based on assumptions made about the soil, rock, and groundwater conditions exposed at the site during our subsurface investigation. A more complete extent of the actual subsurface conditions can only be identified when they are exposed during construction. Therefore, EEI should be retained as your consultant during construction to observe the actual conditions and to provide our final conclusions. If a different geotechnical consultant is retained to perform geotechnical inspection during construction, then they should be relied upon to provide final design conclusions and recommendations, and should assume the role of geotechnical engineer of record, as is the typical procedure required by the governing jurisdiction.

The geotechnical recommendations presented in this report are based on the available project information, and the subsurface materials described in this report. If any of the noted information is incorrect, please inform EEI in writing so that we may amend the recommendations presented in this report, if appropriate, and if desired by the client. EEI will not be responsible for the implementation of its recommendations when it is not notified of changes in the project. Once construction plans are finalized and a grading plan has been prepared, EEI should be retained to review those plans, and modify our existing recommendations related to the proposed construction, if determined to be necessary.

The Geotechnical Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted

professional geotechnical engineering practices in the local area. No other warranties are implied or expressed. This report has been prepared for the exclusive use of our client, for the specific application to the design and construction of the proposed Lane County Material Recovery Facility development to be located at 85630 Highway 99 South, Eugene, Lane County, Oregon. EEI does not authorize the use of the advice herein nor the reliance upon the report by third parties without prior written authorization by EEI.

APPENDICES

APPENDIX A - BORING LOGS



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Appendix A: Boring B-1

Sheet 1 of 2

Client: Chambers Construction Inc.
Project: LCMRF
Site Address: 85630 Highway 99 South, Eugene, Oregon
Location of Borehole: Reference Figure 3 in Report
Date Drilled: 7/31/2023
Logged By: Tomas Edmundson/Ray Aliperti

Report Number: 23-165-1
Drilling Contractor: BB&A Environmental
Drilling Method: Hollow Stem Auger
Drilling Equipment: CT150 with Manual SPT Hammer
Ground Surface Elevation (ft msl): 480

Depth (ft)	Water Level	Lithology		Sampling Data							Remarks
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Blows per 6 Inches	N-Value	% Passing #200 Sieve	Liquid Limit	Plastic Limit	Moisture Content (%)	
0			Topsoil: sandy clay/silt, brown, dry, organics including grass and blackberry roots								approx. 8 inches thick
2			Clay with Gravel Fill , brown, red-brown, gray, moist, some debris including plastic, metal.								
4			Gravelly Fat Clay with Sand (CH) - gray and red-brown, moist, stiff.	SPT-1	2 4 5	9				23	
6				SPT 2	7 5 6	11	70	77	28	52	
8				SPT-3	4 5 7	12				49	
10				SPT-4	4 4 7	11				45	becomes more red-brown with depth
12											
14											
16				SPT-5	5 5 7	12				49	
18											
20				SPT-6	5 7 8	15				56	becomes very stiff
22											
24											

Notes: Boring terminated in Sandy Fat Clay (CH) at a depth of approximately 40 feet below the ground surface (bgs). Groundwater encountered while drilling. Static water level was measured at 26 feet below the ground surface on 8/1/2023. Boring backfilled with bentonite chips on 8/1/2023. Approximate elevation interpolated from Google Earth imagery. Drill rig equipped with SPT manual hammer.



Sheet 2 of 2

Report Number: 23-165-1
Drilling Contractor: BB&A Environmental
Drilling Method: Hollow Stem Auger
Drilling Equipment: CT150 with Manual SPT Hammer
Ground Surface Elevation (ft msl): 480

Depth (ft)	Water Level	Lithology		Sampling Data							
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Blows per 6 Inches	N-Value	% Passing #200 Sieve	Liquid Limit	Plastic Limit	Moisture Content (%)	Remarks
26			Gravelly Fat Clay with Sand (CH) - gray and red-brown, moist, stiff.	SPT-7	7 6 10					43	
28											
30											
32											
34											
36											
38											
40											
				SPT-8	6 7 9	16				57	
				SPT-9	4 3 6	9	54			53	
Notes: Boring terminated in Sandy Fat Clay (CH) at a depth of approximately 40 feet below the ground surface (bgs). Groundwater encountered while drilling. Static water level was measured at 26 feet below the ground surface on 8/1/2023. Boring backfilled with bentonite chips on 8/1/2023. Approximate elevation interpolated from Google Earth imagery. Drill rig equipped with SPT manual hammer.											



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Inc.

Appendix A: Boring B-2

Sheet 1 of 2

Client: Chambers Construction Inc.
Project: LCMRF
Site Address: 85630 Highway 99 South, Eugene, Oregon
Location of Borehole: Reference Figure 3 in Report
Date Drilled: 8/1/2023
Logged By: Tomas Edmundson

Report Number: 23-165-1
Drilling Contractor: BB&A Environmental
Drilling Method: Hollow Stem Auger
Drilling Equipment: CT150 with Manual SPT Hammer
Ground Surface Elevation (ft msl): 483'

Depth (ft)	Water Level	Lithology		Sampling Data							Remarks
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Blows per 6 Inches	N-Value	% Passing #200 Sieve	Liquid Limit	Plastic Limit	Moisture Content (%)	
0			Topsoil: sandy clay/silt, brown, dry, organics including grass and blackberry roots								approx. 8 inches thick
2			Clay with Gravel Fill, brown, red-brown, gray, moist, some debris including plastic, metal.								
4			Sandy Fat Clay (CH) - red-brown and brown, moist, medium stiff.	SPT-1	5 3 5	8				39	
6				SPT-2	4 6 10	16				43	
8				SPT-3	5 5 8	13				44	becomes stiff to very stiff with depth
10				SPT-4	4 6 8	14				45	becomes more gray
12											
14											
16				SPT-5	5 6 8	14				44	
18											
20				SPT-6	4 5 9	14				50	
22											
24											

Notes: Boring terminated in Sandy Fat Clay (CH) at a depth of approximately 30 feet below the ground surface (bgs). Groundwater not encountered while drilling. Boring backfilled with bentonite chips on 8/1/2023. Approximate elevation interpolated from Google Earth imagery. Drill rig equipped with SPT manual hammer.



Earth
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Inc.

Appendix A: Boring B-2

Sheet 2 of 2

Client: Chambers Construction Inc.
Project: LCMRF
Site Address: 85630 Highway 99 South, Eugene, Oregon
Location of Borehole: Reference Figure 3 in Report
Date Drilled: 8/1/2023
Logged By: Tomas Edmundson

Report Number: 23-165-1
Drilling Contractor: BB&A Environmental
Drilling Method: Hollow Stem Auger
Drilling Equipment: CT150 with Manual SPT Hammer
Ground Surface Elevation (ft msl): 483'

Depth (ft)	Water Level	Lithology		Sampling Data							Remarks
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Blows per 6 Inches	N-Value	% Passing #200 Sieve	Liquid Limit	Plastic Limit	Moisture Content (%)	
26			Sandy Fat Clay (CH) - red-brown and brown, moist, medium stiff.	SPT-7	5	15				44	
					6						
					9						
28											
30				SPT-8	4	10				48	becomes more gray
					4						
					6						

Notes: Boring terminated in Sandy Fat Clay (CH) at a depth of approximately 30 feet below the ground surface (bgs). Groundwater not encountered while drilling. Boring backfilled with bentonite chips on 8/1/2023. Approximate elevation interpolated from Google Earth imagery. Drill rig equipped with SPT manual hammer.



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Appendix A: Boring B-3

Sheet 1 of 1

Client: Chambers Construction Inc.
Project: LCMRF
Site Address: 85630 Highway 99 South, Eugene, Oregon
Location of Borehole: Reference Figure 3 in Report
Date Drilled: 8/1/2023
Logged By: Tomas Edmundson

Report Number: 23-165-1
Drilling Contractor: BB&A Environmental
Drilling Method: Hollow Stem Auger
Drilling Equipment: CT150 with Manual SPT Hammer
Ground Surface Elevation (ft msl): 483'

Depth (ft)	Water Level	Lithology		Sampling Data							Remarks
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Blows per 6 Inches	N-Value	% Passing #200 Sieve	Liquid Limit	Plastic Limit	Moisture Content (%)	
0			Topsoil: sandy clay/silt, brown, dry, organics including grass and blackberry roots								approx. 8 inches thick
2			Clay with Gravel Fill, brown, red-brown, gray, moist, some debris including plastic, metal.								
4			Sandy Fat Clay with Gravel (CH) - yellow-brown, red-brown, gray, moist, medium stiff to stiff.	SPT-1	4	8	60	85	20	48	Plasticity Index (PI) = 65
6				SPT-2	4	9				36	becomes more gray
8				SPT-3	5	13				44	
10				SPT-4	4	8				52	becomes more red-brown
12					3						
14					5						
16				SPT-5	5	11				46	becomes more gray
18					5						
20				SPT-6	7	16				52	becomes more red-brown
					9						

Notes : Boring terminated in Sandy Fat Clay (CH) at a depth of approximately 20 feet below the ground surface (bgs). Groundwater not encountered while drilling. Boring backfilled with bentonite chips on 8/1/2023. Approximate elevation interpolated from Google Earth imagery. Drill rig equipped with SPT manual hammer.



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Appendix A: Boring B-4

Sheet 1 of 1

Client: Chambers Construction Inc.
Project: LCMRF
Site Address: 85630 Highway 99 South, Eugene, Oregon
Location of Borehole: Reference Figure 3 in Report
Date Drilled: 8/1/2023
Logged By: Tomas Edmundson

Report Number: 23-165-1
Drilling Contractor: BB&A Environmental
Drilling Method: Hollow Stem Auger
Drilling Equipment: CT150 with Manual SPT Hammer
Ground Surface Elevation (ft msl): 481'

Depth (ft)	Water Level	Lithology		Sampling Data							Remarks
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Blows per 6 Inches	N-Value	% Passing #200 Sieve	Liquid Limit	Plastic Limit	Moisture Content (%)	
0			Topsoil: sandy clay/silt, brown, dry, organics including grass and blackberry roots								approx. 10 inches thick
			Sandy Fat Clay (CH) - red-brown and gray, moist, stiff.								
2				SPT-1	2	9				35	
4					4						
					5						
6				SPT-2	6						
					7	15	68			42	
					8						
8				SPT-3	4						
					7	15				39	becomes very stiff
					8						
10				SPT-4	5						
					10	25				47	
					15						
12											
14											
16				SPT-5	8						
					12	28				49	
					16						
18											
20				SPT-6	10						
					8	18				42	
					10						

Notes: Boring terminated in Sandy Fat Clay (CH) at a depth of approximately 20 feet below the ground surface (bgs). Groundwater not encountered while drilling. Boring backfilled with bentonite chips on 8/1/2023. Approximate elevation interpolated from Google Earth imagery. Drill rig equipped with SPT manual hammer.



Sheet 1 of 1

Report Number: 23-165-1
Drilling Contractor: BB&A Environmental
Drilling Method: Hollow Stem Auger
Drilling Equipment: CT150 with Manual SPT Hammer
Ground Surface Elevation (ft msl): 480'

Depth (ft)	Water Level	Lithology		Sampling Data									
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Blows per 6 Inches	N-Value 0102030	% Passing #200 Sieve	Liquid Limit	Plastic Limit	Moisture Content (%)	Remarks		
0			Topsoil: sandy clay/silt, brown, dry, organics including grass and blackberry roots	SPT-1	7						13	approx. 10 inches thick	
			Sandy Fat Clay (CH) - red-brown and gray, moist, very stiff.		8								18
2						3	11				35	becomes more gray and stiff with depth	
						5							6
4						5	14				45		
						6							8
6					SPT-3	5	15						
						6							8
8					SPT-4	7	20					38	becomes very stiff
10						5	18						
					SPT-5	9							
12							28						
14													
					SPT-6	7							
16						8						50	
						10							
18													
					SPT-7	8							
					11						36		
Notes : Boring terminated in Sandy Fat Clay (CH) at a depth of approximately 20 feet below the ground surface (bgs). Groundwater not encountered while drilling. Boring backfilled with bentonite chips on 8/1/2023. Approximate elevation interpolated from Google Earth imagery. Drill rig equipped with SPT manual hammer.													



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Appendix A: Boring B-6

Sheet 1 of 1

Client: Chambers Construction Inc.
Project: LCMRF
Site Address: 85630 Highway 99 South, Eugene, Oregon
Location of Borehole: Reference Figure 3 in Report
Date Drilled: 8/1/2023
Logged By: Tomas Edmundson

Report Number: 23-165-1
Drilling Contractor: BB&A Environmental
Drilling Method: Hollow Stem Auger
Drilling Equipment: CT150 with Manual SPT Hammer
Ground Surface Elevation (ft msl): 480'

Depth (ft)	Water Level	Lithology		Sampling Data							Remarks
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Blows per 6 Inches	N ₆₀ value 10 20 30	% Passing #200 Sieve	Liquid Limit	Plastic Limit	Moisture Content (%)	
0			Topsoil: sandy clay/silt, brown, dry, organics including grass and blackberry roots	SPT-1	7						approx. 10 inches thick
			Sandy Fat Clay (CH) - red-brown and gray, moist, stiff.		7	15				15	
2					8						
					4						
4				SPT-2	4	10				43	
					6						
6					5						
				SPT-3	5	12	57			41	
					7						
8					6						
				SPT-4	5	12				52	
					7						
10					5						
				SPT-5	6	14				40	
					8						
12											
14											
16					4						
				SPT-6	5	10				51	
					5						
18											
20											
				SPT-7	5	14				51	
					6						
					8						

Notes: Boring terminated in Sandy Fat Clay (CH) at a depth of approximately 20 feet below the ground surface (bgs). Groundwater not encountered while drilling. Boring backfilled with bentonite chips on 8/1/2023. Approximate elevation interpolated from Google Earth imagery. Drill rig equipped with SPT manual hammer.



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Appendix A: Boring B-7

Sheet 1 of 1

Client: Chambers Construction Inc.
Project: LCMRF
Site Address: 85630 Highway 99 South, Eugene, Oregon
Location of Borehole: Reference Figure 3 in Report
Date Drilled: 8/2/2023
Logged By: Tomas Edmundson

Report Number: 23-165-1
Drilling Contractor: BB&A Environmental
Drilling Method: Hollow Stem Auger
Drilling Equipment: CT150 with Manual SPT Hammer
Ground Surface Elevation (ft msl): 484'

Depth (ft)	Water Level	Lithology		Sampling Data							Remarks
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Blows per 6 Inches	N ₆₀ value	% Passing #200 Sieve	Liquid Limit	Plastic Limit	Moisture Content (%)	
0			Topsoil: sandy clay/silt, brown, dry, organics including grass and blackberry roots Clay with Gravel Fill, brown, red-brown, gray, moist, some debris including plastic, metal, concrete.	SPT-1	9					8	
					11						
2					11						
				SPT-2	10					29	
4					10						
					6						
6			Sandy Fat Clay (CH) - red-brown and gray, moist, stiff.	SPT-3	3					51	
					4	9					
					5						

Notes: Boring terminated in Sandy Fat Clay (CH) at a depth of approximately 5 feet below the ground surface (bgs). Groundwater not encountered while drilling. Boring backfilled with bentonite chips on 8/2/2023. Approximate elevation interpolated from Google Earth imagery. Drill rig equipped with SPT manual hammer.

APPENDIX B - SOIL CLASSIFICATION LEGEND

APPENDIX B: SOIL CLASSIFICATION LEGEND

APPARENT CONSISTENCY OF COHESIVE SOILS (PECK, HANSON & THORNBURN 1974, AASHTO 1988)				
Descriptor	SPT N ₆₀ (blows/foot)*	Pocket Penetrometer, Qp (tsf)	Torvane (tsf)	Field Approximation
Very Soft	< 2	< 0.25	< 0.12	Easily penetrated several inches by fist
Soft	2 – 4	0.25 – 0.50	0.12 – 0.25	Easily penetrated several inches by thumb
Medium Stiff	5 – 8	0.50 – 1.0	0.25 – 0.50	Penetrated several inches by thumb w/moderate effort
Stiff	9 – 15	1.0 – 2.0	0.50 – 1.0	Readily indented by thumbnail
Very Stiff	16 – 30	2.0 – 4.0	1.0 – 2.0	Indented by thumb but penetrated only with great effort
Hard	> 30	> 4.0	> 2.0	Indented by thumbnail with difficulty

* Using SPT N₆₀ is considered a crude approximation for cohesive soils.

APPARENT DENSITY OF COHESIONLESS SOILS (AASHTO 1988)	
Descriptor	SPT N ₆₀ Value (blows/foot)
Very Loose	0 – 4
Loose	5 – 10
Medium Dense	11 – 30
Dense	31 – 50
Very Dense	> 50

MOISTURE (ASTM D2488-06)	
Descriptor	Criteria
Dry	Absence of moisture, dusty, dry to the touch, well below optimum moisture content (per ASTM D698 or D1557)
Moist	Damp but no visible water
Wet	Visible free water, usually soil is below water table, well above optimum moisture content (per ASTM D698 or D1557)

PERCENT OR PROPORTION OF SOILS (ASTM D2488-06)	
Descriptor	Criteria
Trace	Particles are present but estimated < 5%
Few	5 – 10%
Little	15 – 25%
Some	30 – 45%
Mostly	50 – 100%
Percentages are estimated to nearest 5% in the field. Use "about" unless percentages are based on laboratory testing.	

SOIL PARTICLE SIZE (ASTM D2488-06)	
Descriptor	Size
Boulder	> 12 inches
Cobble	3 to 12 inches
Gravel - Coarse Fine	¾ inch to 3 inches No. 4 sieve to ¾ inch
Sand - Coarse Medium Fine	No. 10 to No. 4 sieve (4.75mm) No. 40 to No. 10 sieve (2mm) No. 200 to No. 40 sieve (.425mm)
Silt and Clay ("fines")	Passing No. 200 sieve (0.075mm)

UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D2488)				
Major Division			Group Symbol	Description
Coarse Grained Soils (more than 50% retained on #200 sieve)	Gravel (50% or more retained on No. 4 sieve)	Clean Gravel	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
		Gravel with fines	GM	Silty gravels and gravel-sand-silt mixtures
			GC	Clayey gravels and gravel-sand-clay mixtures
	Sand (> 50% passing No. 4 sieve)	Clean sand	SW	Well-graded sands and gravelly sands, little or no fines
			SP	Poorly-graded sands and gravelly sands, little or no fines
		Sand with fines	SM	Silty sands and sand-silt mixtures
			SC	Clayey sands and sand-clay mixtures
Fine Grained Soils (50% or more passing #200 sieve)	Silt and Clay (liquid limit < 50)		ML	Inorganic silts, rock flour and clayey silts
			CL	Inorganic clays of low-medium plasticity, gravelly, sandy & lean clays
			OL	Organic silts and organic silty clays of low plasticity
	Silt and Clay (liquid limit > 50)		MH	Inorganic silts and clayey silts
			CH	Inorganic clays or high plasticity, fat clays
			OH	Organic clays of medium to high plasticity
Highly Organic Soils			PT	Peat, muck and other highly organic soils



GRAPHIC SYMBOL LEGEND		
GRAB		Grab sample
SPT		Standard Penetration Test (2" OD), ASTM D1586
ST		Shelby Tube, ASTM D1587 (pushed)
DM		Dames and Moore ring sampler (3.25" OD and 140-pound hammer)
CORE		Rock coring



PRELIMINARY TITLE REPORT

CASCADE ESCROW
ATTN: JULIE JOHNSON
811 WILLAMETTE STREET
EUGENE, OR 97401

July 21, 2023
Report No: 0340348
Your No: EU23-1059
Seller: SAXON REVOCABLE TRUST
Buyer: LANE COUNTY

PRELIMINARY REPORT FOR:
Owner's Standard Policy \$1,500,000.00

PREMIUMS:
Owner's Standard Premium \$2,850.00
Gov. Lien/Inspect Fee \$35.00

We are prepared to issue 2006 (6/17/06) ALTA title insurance policy(ies) of OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, in the usual form insuring the title to the land described as follows:

(A T T A C H E D)

Vestee:

TERYL SAXON-HILL AND KELLY SAXON STEELE,
Trustees of the
CECIL D. SAXON REVOCABLE TRUST,
dated December 11, 2014

Estate: FEE SIMPLE

DATED AS OF: JULY 10, 2023 at 8:00 A.M.

Schedule B of the policy(ies) to be issued will contain the following general and special exceptions unless removed prior to issuance:

GENERAL EXCEPTIONS (Standard Coverage Policy Exceptions):

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

No liability is assumed hereunder until policy has been issued and full policy premium has been paid.

MAIN OFFICE

811 WILLAMETTE ST.
EUGENE, OREGON 97401

PH: (541) 687-2233 * FAX: (541) 485-0307

FLORENCE OFFICE

715 HWY 101 * FLORENCE, OREGON 97439
MAILING: PO BOX 508 * FLORENCE, OREGON 97439

PH: (541) 997-8417 * FAX: (541) 997-8246

VILLAGE PLAZA OFFICE

4750 VILLAGE PLAZA LOOP SUITE 100
EUGENE, OREGON 97401

PH: (541) 653-8622 * FAX: (541) 844-1626

3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIAL EXCEPTIONS:

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.
7. Rights of the public in and to that portion lying within streets, roads and highways.
8. Easement, including the terms and provisions thereof, granted The California Oregon Power Company, a California corporation, by instrument recorded July 17, 1922, Reception No. [B134 P332](#), Lane County Oregon Deed Records.
9. Access Restrictions, including the terms and provisions thereof, contained in deed from R. H. Loop and Sadie Loop, husband and wife, to State of Oregon, by and through its State Highway Commission, recorded September 10, 1952, Reception No. [1952-084576](#), Lane County Oregon Deed Records.
10. Access Restrictions, including the terms and provisions thereof, contained in deed from John L. Gilbert and Veda I. Gilbert, husband and wife, to State of Oregon, by and through its State Highway Commission, recorded October 21, 1953, Reception No. [1953-015266](#), Lane County Oregon Deed Records.
11. Access Restrictions, including the terms and provisions thereof, contained in deed from William L. Lohrey and Lottie E. Lohrey, husband and wife, to State of Oregon, by and through its State Highway Commission, recorded November 27, 1953, Reception No. [1953-017771](#), Lane County Oregon Deed Records.
12. Access Restrictions, including the terms and provisions thereof, contained in deed from Cecil Saxon and Beverly Jo Saxon, husband and wife, to State of Oregon, by and through its State Highway Commission, recorded May 10, 1966, Reception No. [1966-046784](#), Lane County Oregon Deed Records.
13. Access Restrictions, including the terms and provisions thereof, contained in deed from State of Oregon, by and through its State Highway Commission, to Cecil Saxon and Beverly Jo Saxon, husband and wife, recorded September 8, 1966, Reception No. [1966-060163](#), Lane County Oregon Deed Records.
14. Easement for utilities, if any, over and across the premises formerly included within the boundaries of County Road Number 906, vacated by Vacation Ordinance No. 93-2-17-9, recorded February 19, 1993, Reception No. [1993-010487](#), Lane County Official Records.
15. Rights of the State Land Board as to mineral and geothermal resources as provided by ORS 273.775 to 273.790.

16. The terms, provisions, rights of the beneficiaries, and powers of the Trustee under The Cecil D. Saxon Revocable Trust, dated December 11, 2014, and any amendments thereto, under which the vestee herein holds title. **An adequate Certification of Trust must be furnished for our examination.**
17. Any access that may be insured hereunder is predicated upon the fact of common ownership and contiguous property lines of all the herein described tracts of land. Any separate conveyance of one of the properties may result in lack of access, without reservation of an appurtenant easement for ingress and egress.

NOTE: Taxes, Account No. 0977833, Assessor's Map No. [18 03 23 4 0, #101](#), Code 19-14, 2022-2023, in the amount of \$1,838.80, PAID IN FULL.

Taxes, Account No. 1316403, Assessor's Map No. [18 03 23 4 0, #101](#), Code 19-19, 2022-2023, in the amount of \$100.44, PAID IN FULL.

Taxes, Account No. 0689297, Assessor's Map No. [18 03 23 4 0, #1400](#), Code 19-14, 2022-2023, in the amount of \$102.80, PAID IN FULL.

Taxes, Account No. 1740107, Assessor's Map No. [18 03 23 4 0, #2401](#), Code 19-14, 2022-2023, in the amount of \$157.47, PAID IN FULL.

Taxes, Account No. 0689412, Assessor's Map No. [18 03 23 4 0, #2500](#), Code 19-14, 2022-2023, in the amount of \$65.94, PAID IN FULL.

Taxes, Account No. 0690378, Assessor's Map No. [18 03 24 0 0, #6100](#), Code 19-19, 2022-2023, in the amount of \$487.78, PAID IN FULL.

NOTE: A judgment search has been made on the above named Vestee(s), and we find NONE except as set forth above.

NOTE: As of the date hereof, there are no matters against LANE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, which would appear as exceptions in the policy to issue, except as shown herein.

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

Cascade Title Co.

cg/rh: Title Officer: KURT BEATY

PROPERTY DESCRIPTION

PARCEL 1:

A tract of land in Section 23, Township 18 South, Range 3 West of the Willamette Meridian, in Lane County, Oregon, also being part of County Survey No. 841 described as follows: Beginning at a point 30 feet North 25° 00' East and 851.5 feet North 65° 00' West from the Southeast corner of Lot 4, County Survey No. 841, in said section, Township, and Range; thence North 65° 00' West 69.1 feet; thence North 25° 00' East 240.5 feet; thence North 65° 11' West 203.4 feet; thence North 25° 00' East 480 feet; thence South 64° 55' East 161.7 feet; thence South 10° 35' West 289 feet; thence North 79° 25' West 35 feet; thence South 15° 15' West 438.2 feet to the place of beginning, in Lane County, Oregon.

ALSO: A tract of land in Lot 4, County Survey No. 841, in Section 23 and 24, Township 18 South, Range 3 West of the Willamette Meridian, Lane County, Oregon, described as follows: Beginning at a point 30 feet North 25° 00' East and 778.8 feet North 65° 00' West from the Southeast corner of Lot 4, County Survey No. 841, said point being on the Westerly right of way line of relocated Highway No. 99; thence North 65° 00' West 72.7 feet; thence North 15° 15' East 438.2 feet; thence South 79° 25' East 35 feet to the Westerly right of way line of Highway No. 99; thence South 10° 35' West along said right of way line 453.4 feet to the place of beginning, in Lane County, Oregon.

EXCEPTING: Beginning at the Southeast corner of Lot 4 of County Survey No. 841 in Section 23, Township 18 South, Range 3 West of the Willamette Meridian; running thence North 65° 00' West 851.5 feet; thence North 25° 00' East 30.0 feet; thence North 65° 00' West 69.1 feet; thence North 29° 00' East 240.5 feet to the true point of beginning; running thence North 65° 11' West 203.4 feet; thence North 25° 00' East 480.00 feet; thence South 64° 55' East 161.7 feet to the Westerly right of way line of the relocated Pacific Highway; thence along Highway South 10° 35' West 494.4 feet; thence North 65° 11' West 81.4 feet to the true point of beginning, in Lane County, Oregon.

ALSO EXCEPTING THEREFROM: That portion described in Warranty Deed to Umpqua Dairy Products Co., recorded August 13, 1999, Reception No. 99071068, Lane County Official Records, in Lane County, Oregon.

ALSO: the Northerly one-half (1/2) of the following described property: Beginning at the intersection of the Northerly right of way line of County Road No. 906 (Peebles Road) and the Westerly right of way line of Interstate 5 (Pacific Highway), said point being North 25° 00' East 30.0 feet and North 65° 00' West 778.80 feet from the Southeast Corner of Lot 4, County Survey No. 841 in Section 23, Township 18 South, Range 3 West of the Willamette Meridian; thence North 65° 00' 00" West 72.70 feet, more or less, along the Northerly right of way line of said County Road to the Westerly line of the tract of land described in that deed recorded on Reel 3754D, Reception No. 29689, Lane County Oregon Deed Records; thence South 15° 15' 00" West 30.44 feet, more or less, to the Southerly right of way line of said County Road; thence South 65° 00' 00" East along said Southerly right of way line to its intersection with the Westerly right of way line of said Interstate 5 at a point which bears South 10° 35' 00" West from the point of beginning; thence North 10° 35' 00" East along said Westerly right of way line to the point of beginning and there ending, all in Lane County, Oregon.

Continue-

Property Description Continued-

PARCEL 2:

Beginning at a point which is 46.6 feet South and 150.1 feet West of the Southeast corner of the Silas Severin Donation Land Claim No. 41, in Township 18 South, Range 3 West of the Willamette Meridian; running thence South 3° 30' East, 295.42 feet; thence South 65° 11' East 759.0 feet to the Westerly right of way line of Interstate No. 5; thence along said right of way line, North 10° 23' East, 1086.93 feet to Engineer's right of way Station Ls 31+23.75 p.o.t; thence North 65° 11' West, 471.04 feet along the Southerly line of a certain tract deeded in Reel 152, Reception No. 98173, Lane County Oregon Deed Records; thence South 25° 31' West, 623.41 feet; thence South 86° 30' West, 420.63 feet to the East right of way line of Highway U.S. 99; thence along said right of way line South 3° 30' East, 78.0 feet; thence North 86° 30' East, 208.71 feet to the point of beginning, in Lane County, Oregon.

EXCEPTING: that portion of the above-described property encompassed within the parcel conveyed to Umpqua Dairy Products by Cecil Saxon by Statutory Warranty Deed recorded August 13, 1999 in Lane County Official Records, Reception No. 1999-071068, in Lane County, Oregon.

PARCEL 3:

Beginning at the Southwesterly corner of Lot 3 of County Survey No. 841; thence North 65° West to the Westerly line of the Milton Riggs Donation Land Claim No. 57, Notification No. 3289 in Township 18 South, Range 3 West of the Willamette Meridian; thence North 25° 50' East along the Westerly line of said claim 20 chains; thence South 65° East 3.88 chains to the Northwestern corner of Lot 3 said County Survey; thence South 25° West 20 chains to the place of beginning, in Lane County, Oregon.

EXCEPTING THEREFROM that part conveyed to the State of Oregon, by and through its State Highway Commission by Deed recorded October 21, 1953, Reception No. 15266, Lane County Oregon Deed Records, in Lane County, Oregon.

ALSO: A parcel of land lying in Lot 3 of County Survey No. 841, a subdivision of the Milton S. Riggs Donation Land Claim No. 57, situated in Sections 23 and 24, Township 18 South, Range 3 West, Willamette Meridian, Lane County, Oregon, and being a portion of that property designated as Parcel No. 2 and described in that certain deed to the State of Oregon, by and through its State Highway Commission, recorded on Reed 5-52D, Reception No. 84576, Lane County Oregon Deed Records; the said parcel being that portion of said property lying Westerly of a line which is parallel to and 110 feet Westerly of the center line of the Southbound lane of the relocated Pacific Highway, which center line is described as follows: Beginning at Engineer's center line Station Ls 19+92.95, said Station being 1609.60 feet South and 552.22 feet West of the most Southerly Southeast corner of the W. L. Riggs Donation Land Claim No. 40, Township 18 South, Range 3 West, Willamette Meridian; thence South 12° 27' 30" West, 1207.05 feet to Engineer's Station Ls 32+00, in Lane County, Oregon. (Bearings used herein are based upon the Oregon Coordinate System, South Zone, in Lane County, Oregon.)

Continue-

Property Description Continued-

PARCEL 4:

Beginning at a point being East 213.51 feet and South 502.51 feet from the Southeast corner of the Silas Severin Donation Land Claim No. 41, Township 18 South, Range 3 West of the Willamette Meridian; thence South $65^{\circ} 00' 00''$ East 20.98 feet; thence South $25^{\circ} 00' 00''$ West 240.87 feet; thence North $65^{\circ} 08' 00''$ West 19.39 feet; thence North $24^{\circ} 37' 25''$ East 240.92 feet to the point of beginning in Lane County, Oregon, as decreed in a Judgment entered in Lane County Circuit Court on October 19, 1999, Case No. 16-98-23630, Reception No. 1999-097691, recorded December 1, 1999, Lane County Official Records, in Lane County, Oregon.

PARCEL 5:

A tract of land in Section 23, Township 18 South, Range 3 West of the Willamette Meridian, in Lane County, Oregon described as follows: Beginning at a point 473.1 feet South and 150.45 feet East from the Southeast corner of the Silas Severin Donation Land Claim No. 41; thence South $65^{\circ} 00'$ East 90.56 feet to the true point of beginning of the tract herein conveyed; thence South $65^{\circ} 00'$ East 90.56 feet; thence South $25^{\circ} 00'$ West 240.5 feet; thence North $65^{\circ} 00'$ West 90.56 feet; thence North $25^{\circ} 00'$ East 240.5 feet to the true point of beginning, in Lane County, Oregon.

EXCEPTING THEREFROM that portion of the property encompassed within the parcel conveyed to Umpqua Dairy Products by Cecil Saxon by Deed recorded August 13, 1999 in Lane County Official Records, Reception No. 1999-071068, in Lane County, Oregon.



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BULK HANDLING SYSTEMS
LANE COUNTY MATERIAL RECOVERY FACILITY
34047 HAMPTON ROAD
EUGENE, OREGON 97405
30% DESIGN DRAWINGS

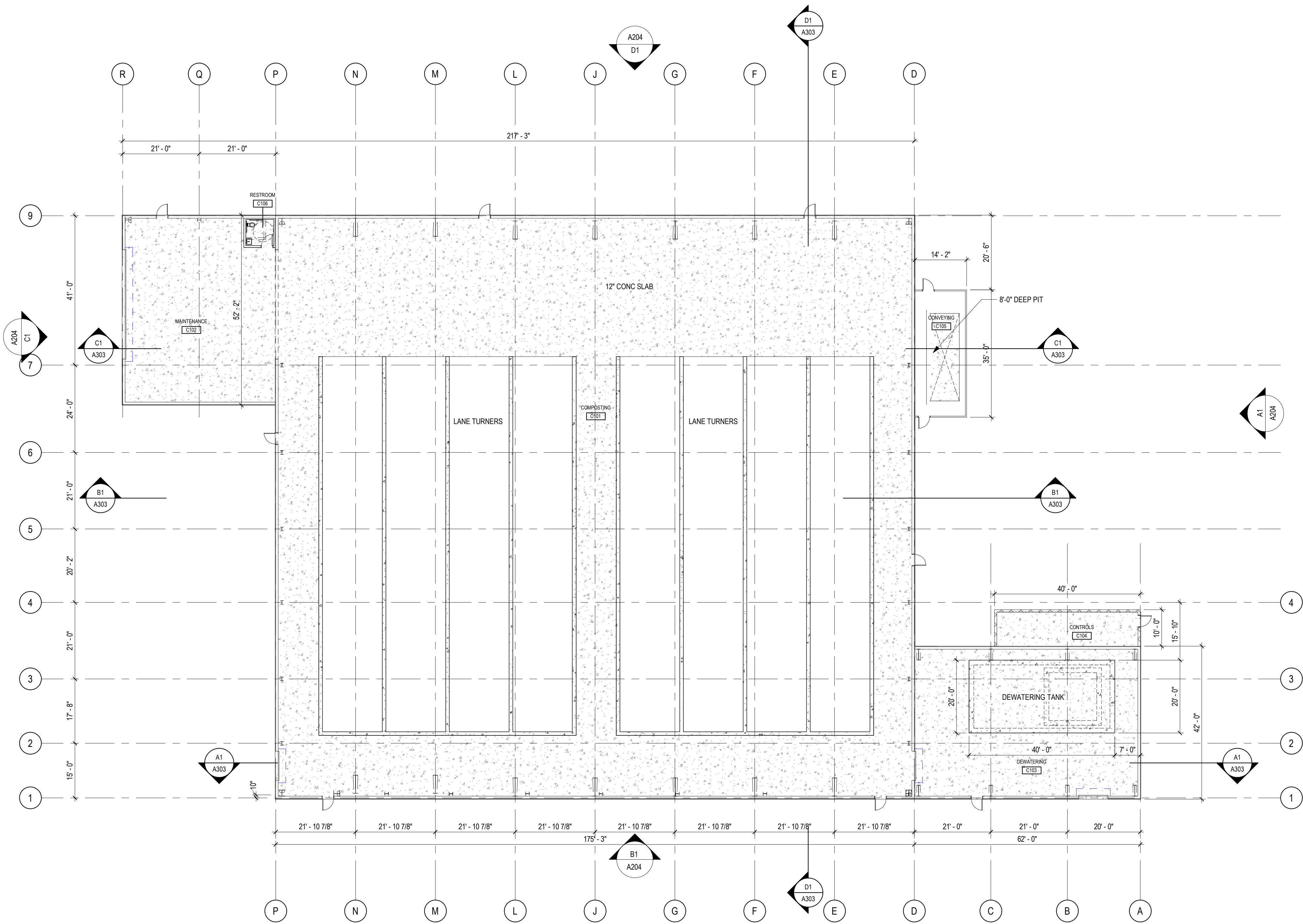
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ISSUE DATE:	25 AUGUST 2023
ISSUE:	30% DESIGN DRAWINGS
PROJECT NO:	2229
DRAWN BY:	JRW
CHECKED BY:	SS
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COMPOSTING
FLOOR PLAN

A115

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A1
A115
COMPOSTING FLOOR PLAN
1/16" = 1'-0"



CONSULTANT OR
PARTNER LOGO
HERE



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MARK	DATE	DESCRIPTION
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ISSUE DATE: 25 AUGUST 2023

ISSUE: 30% DESIGN DRAWINGS

PROJECT NO: 2229

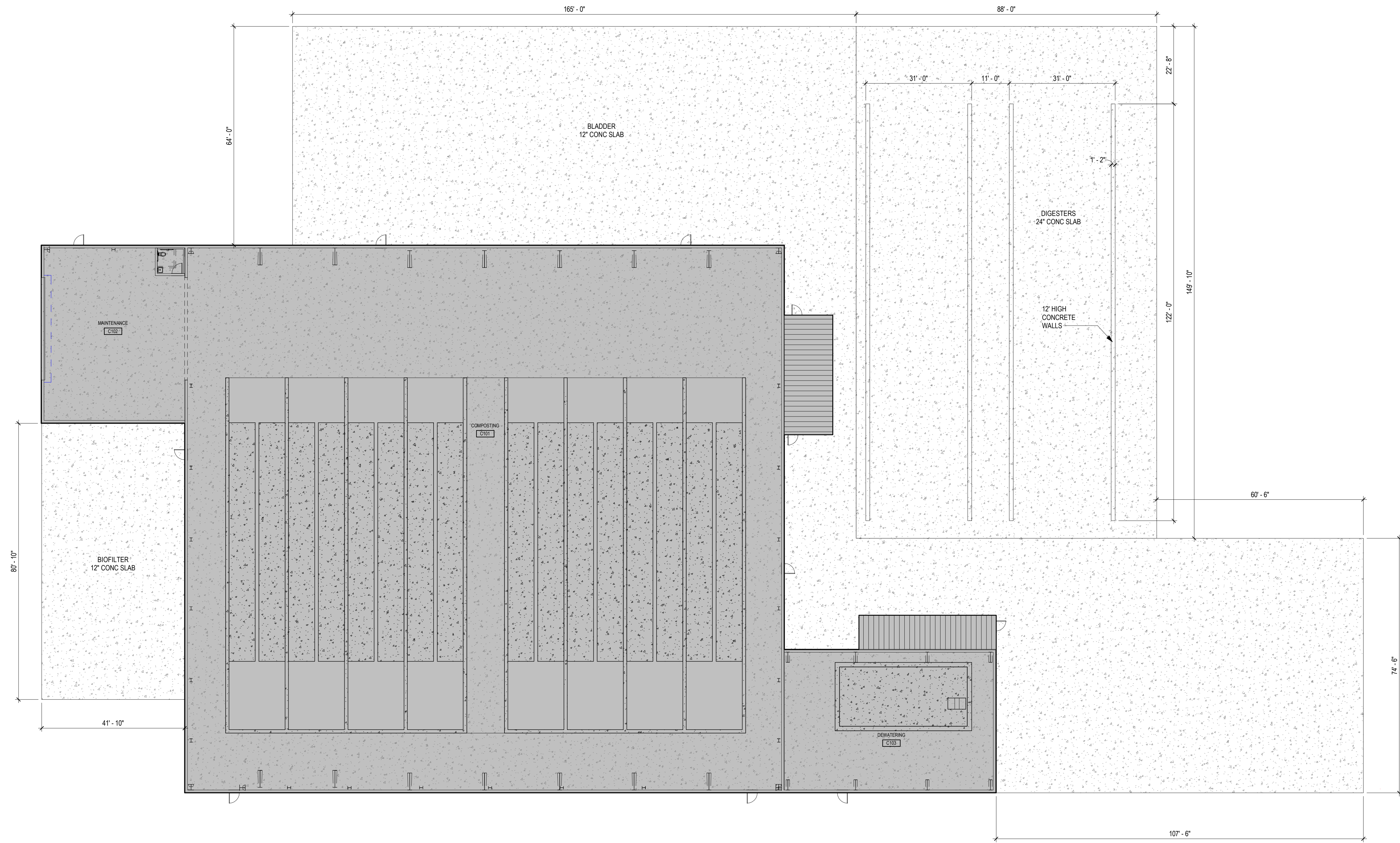
DRAWN BY: SS

CHECKED BY: SS

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SITE SLABS

A116



A1 COMPOSTING PLAN WITH SITE SLABS



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EUGENE, OREGON 97405
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MARK	DATE	DESCRIPTION
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ISSUE DATE: 25 AUGUST 2023

ISSUE: 30% DESIGN DRAWINGS

PROJECT NO: 2229

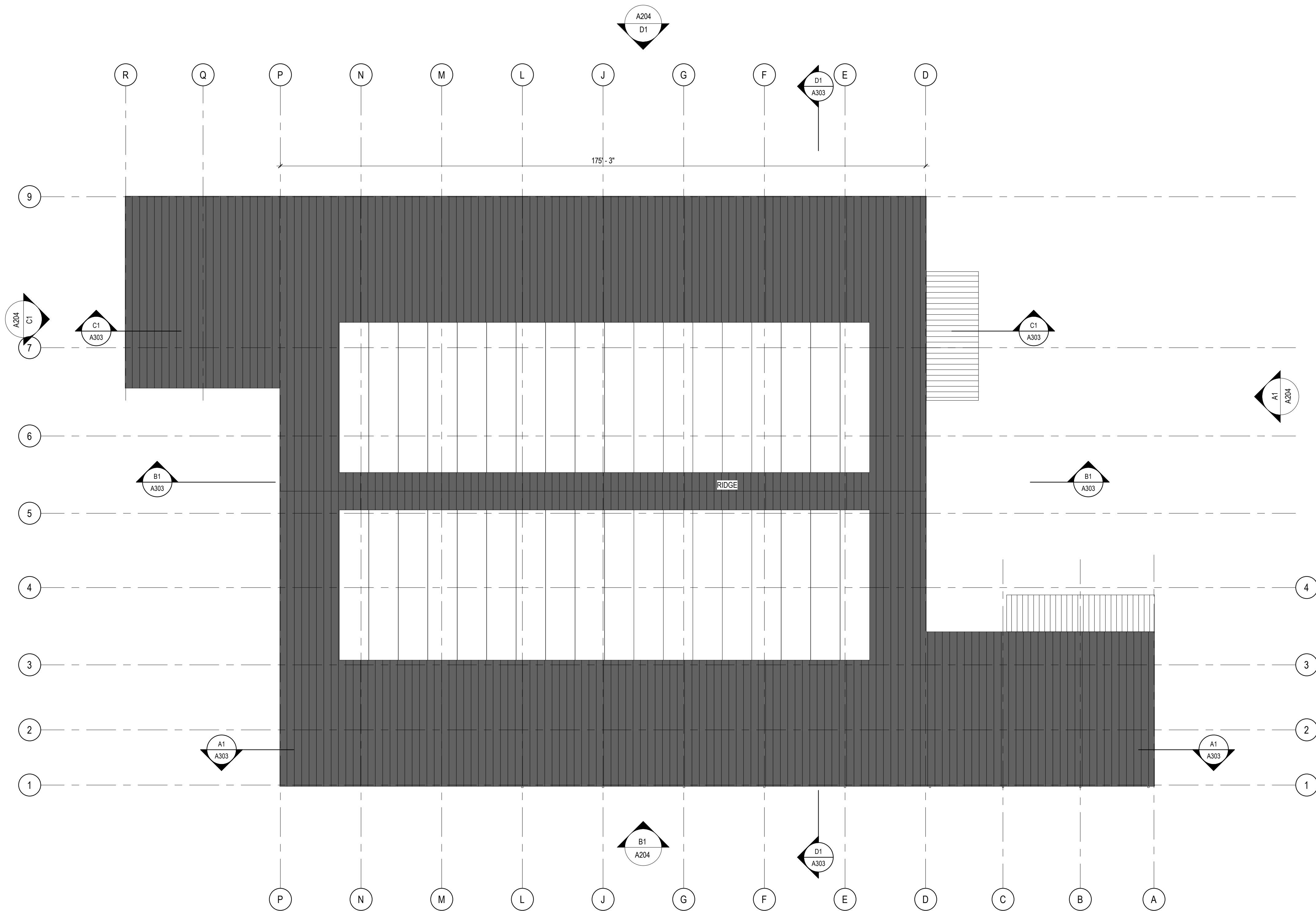
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COMPOSTING ROOF PLAN

A123

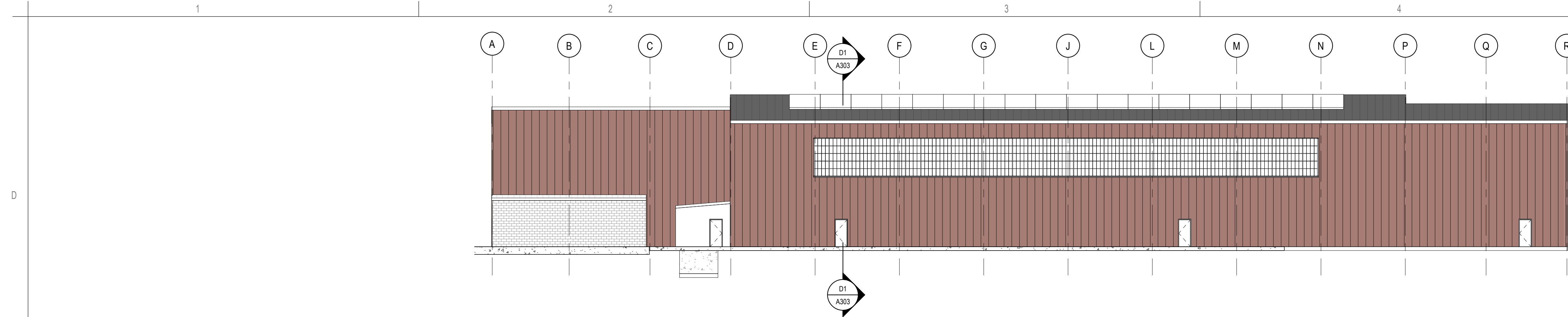


NORTH

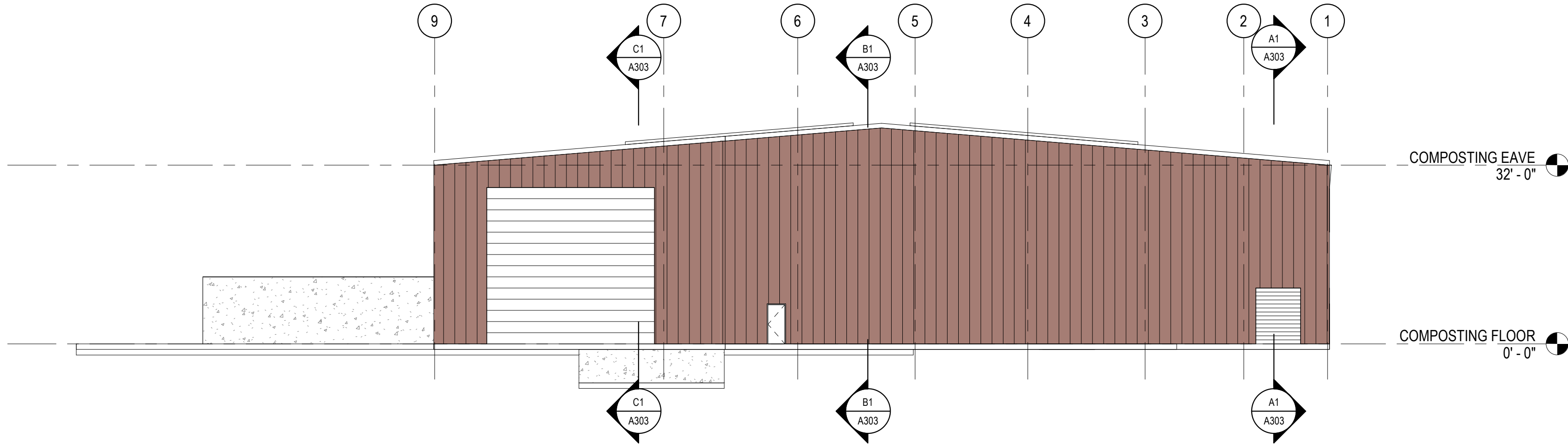


COMPOSTING ROOF PLAN

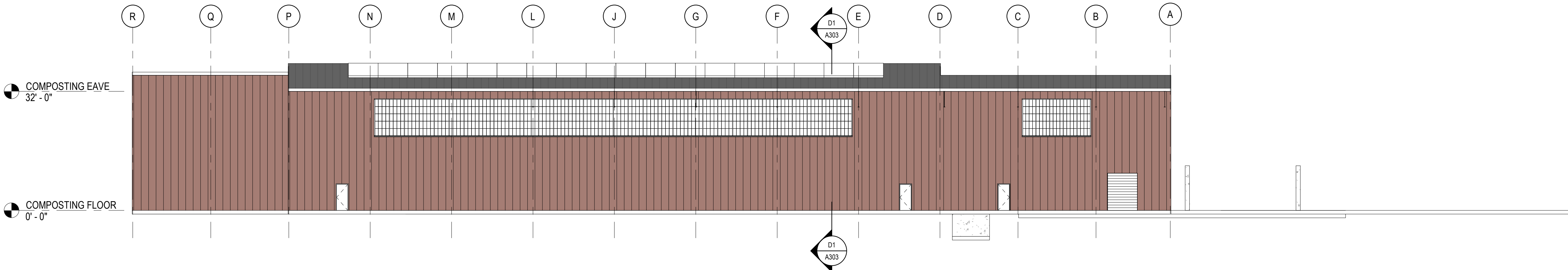
$$1/16'' = 1'-0''$$



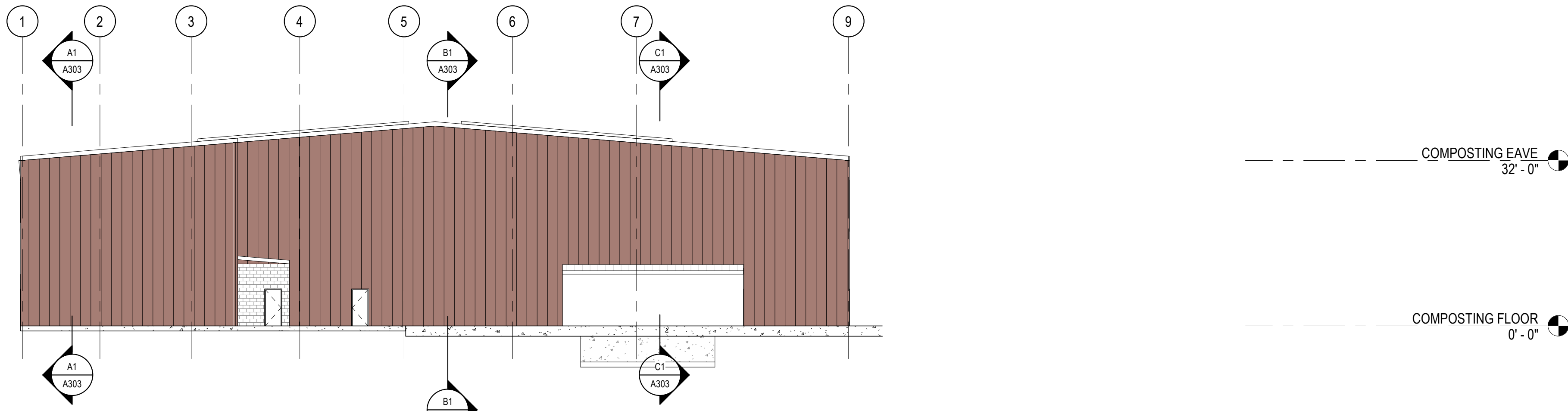
D1 NORTH ELEVATION - COMPOSTING
A204 1/16" = 1'-0"



C1 EAST ELEVATION - COMPOSTING
A204 1/16" = 1'-0"



B1 SOUTH ELEVATION - COMPOSTING
A204 1/16" = 1'-0"



A1 WEST ELEVATION - COMPOSTING
A204 1/16" = 1'-0"



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COMPOSTING
EXTERIOR
ELEVATIONS

A204



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EUGENE, OREGON 97405
330% DESIGN DRAWINGS

MARK	DATE	DESCRIPTION
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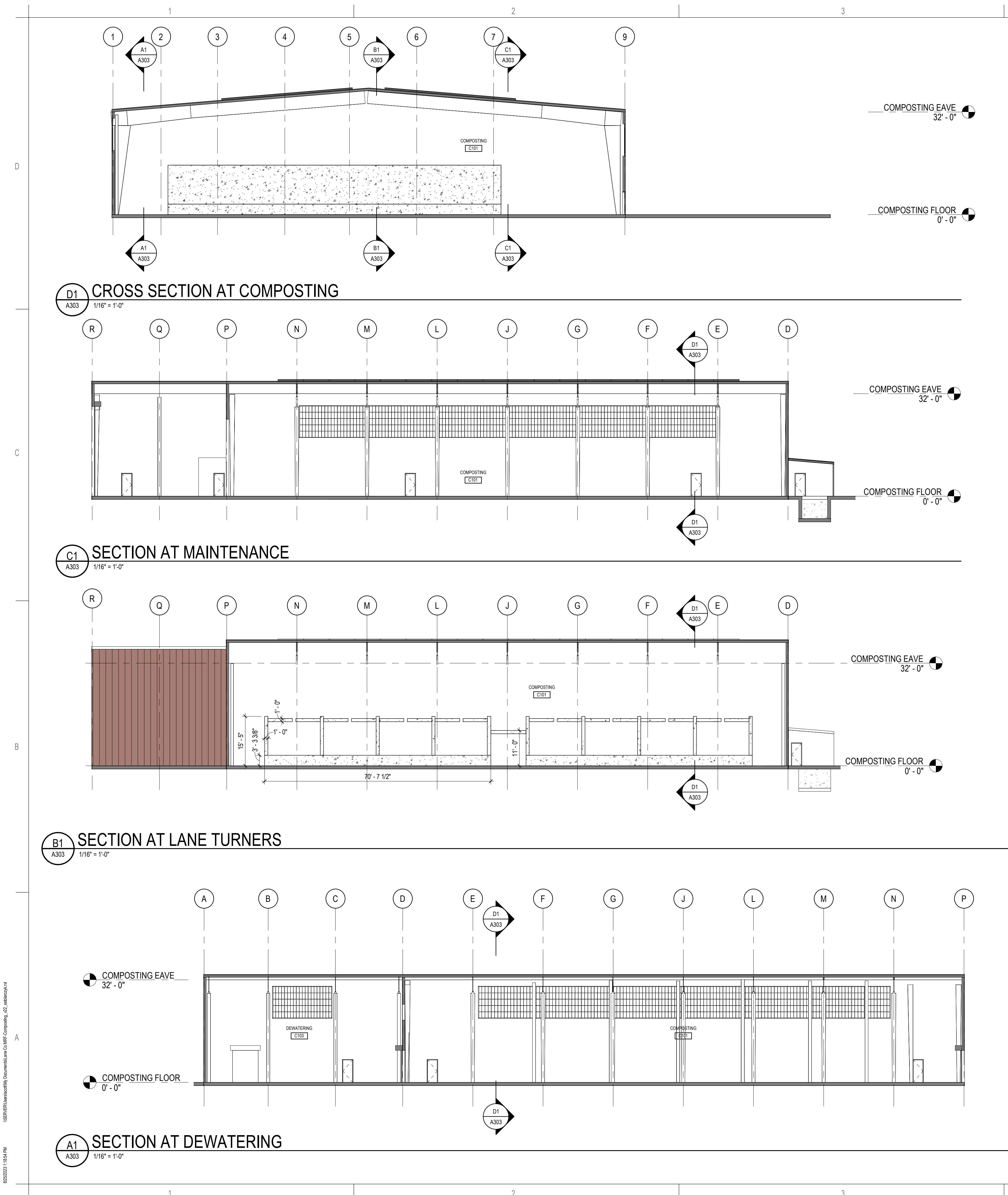
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COMPOSTING BUILDING SECTIONS

A303





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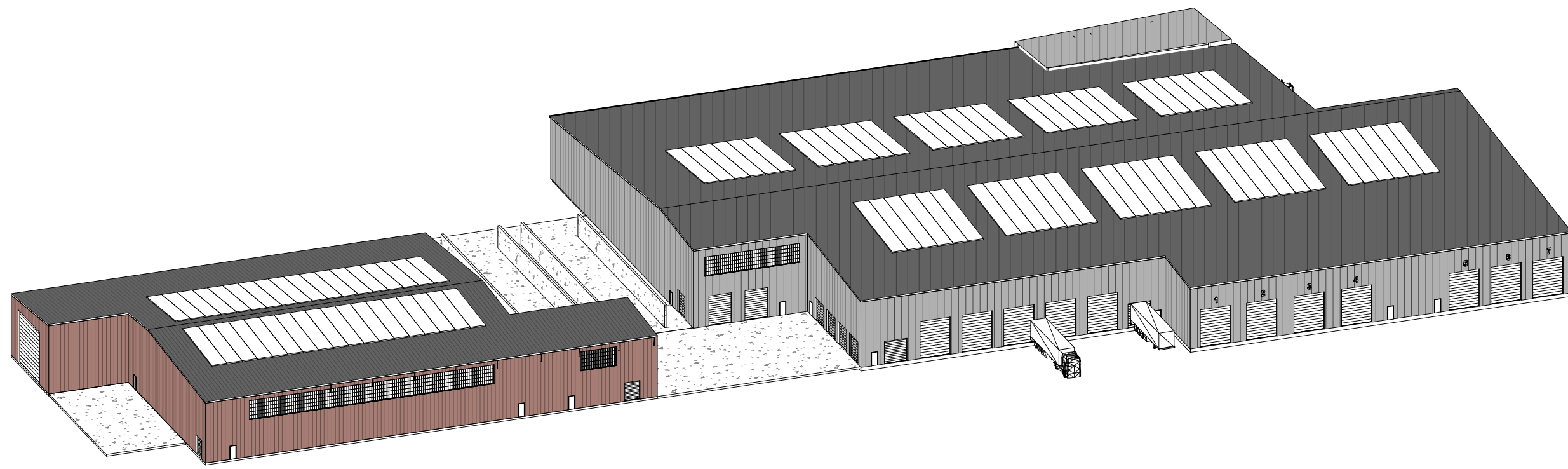
BULK HANDLING SYSTEMS
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85630 OR-99 S
EUGENE, OREGON 97405
30% DESIGN DRAWINGS

MARK	DATE	DESCRIPTION
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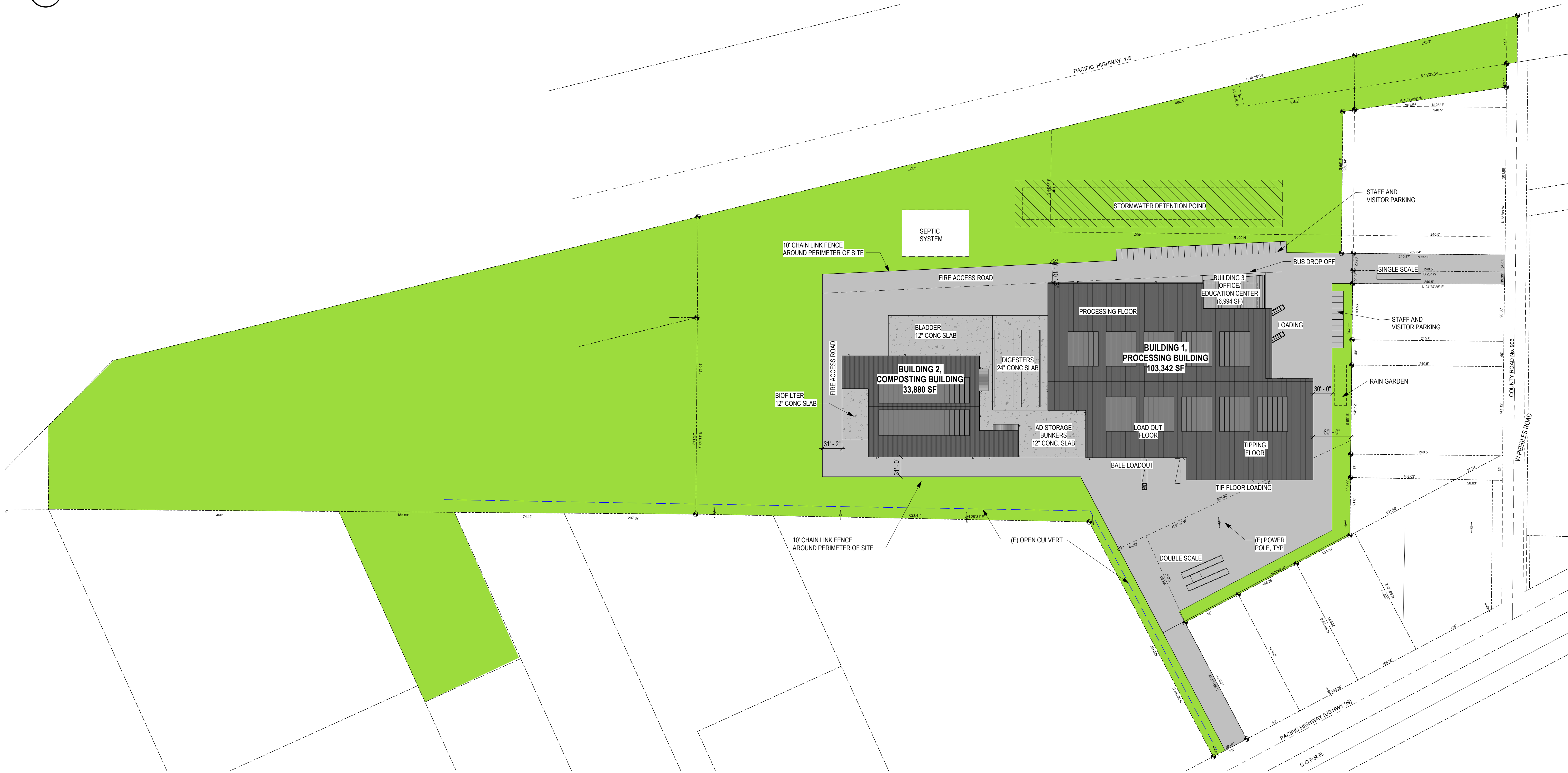
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PROJECT NO:	2229
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CHECKED BY:	SS
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ARCHITECTURAL
SITE PLAN

A101



D1 SITE AERIAL VIEW
A101



A1 ARCHITECTURAL SITE PLAN
A101 1" = 80'-0"



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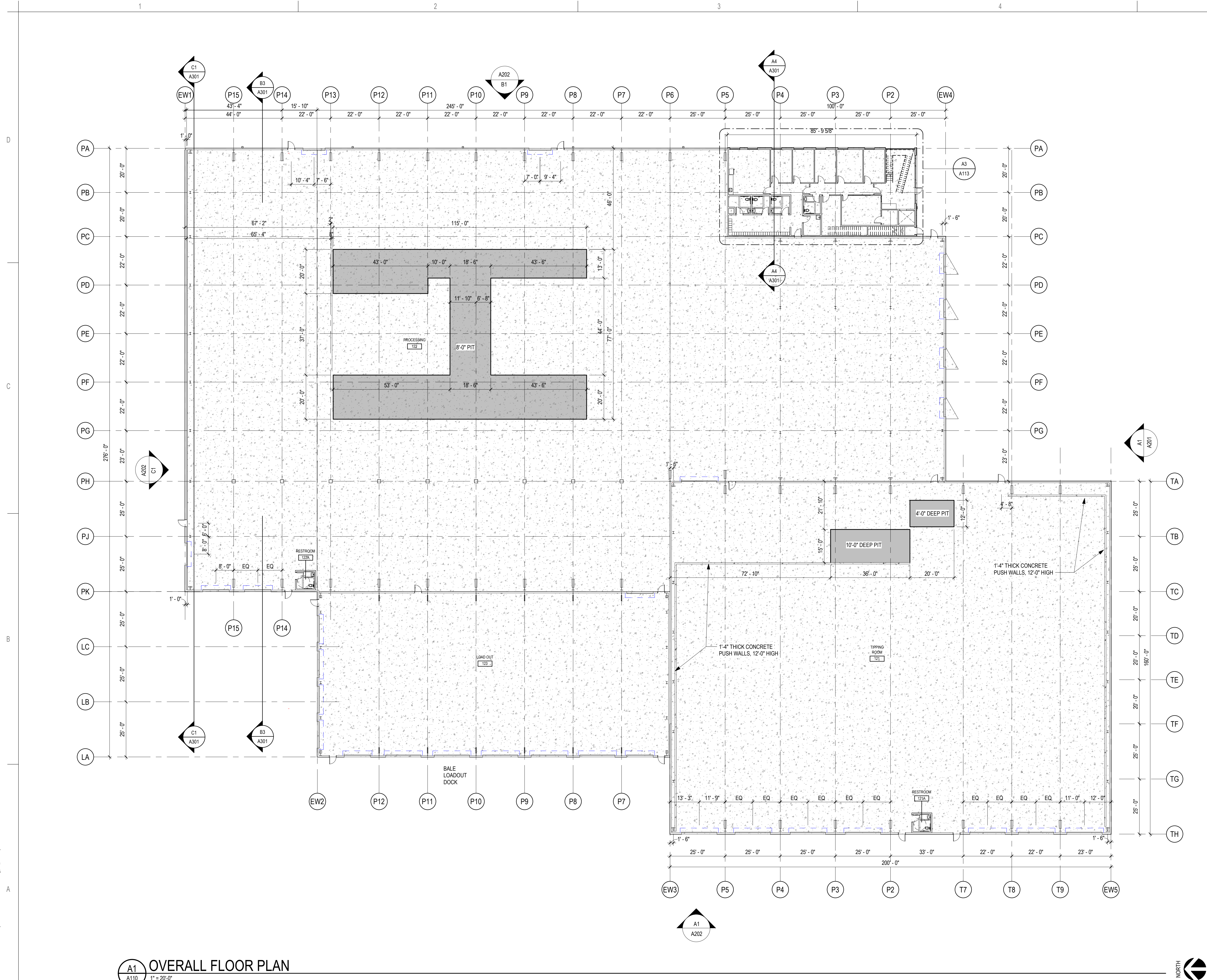
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LANE COUNTY MATERIAL RECOVERY FACILITY
85630 OR-99 S
EUGENE, OREGON 97405
30% DESIGN DRAWINGS

MARK	DATE	DESCRIPTION
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OVERALL FLOOR PLAN

A110

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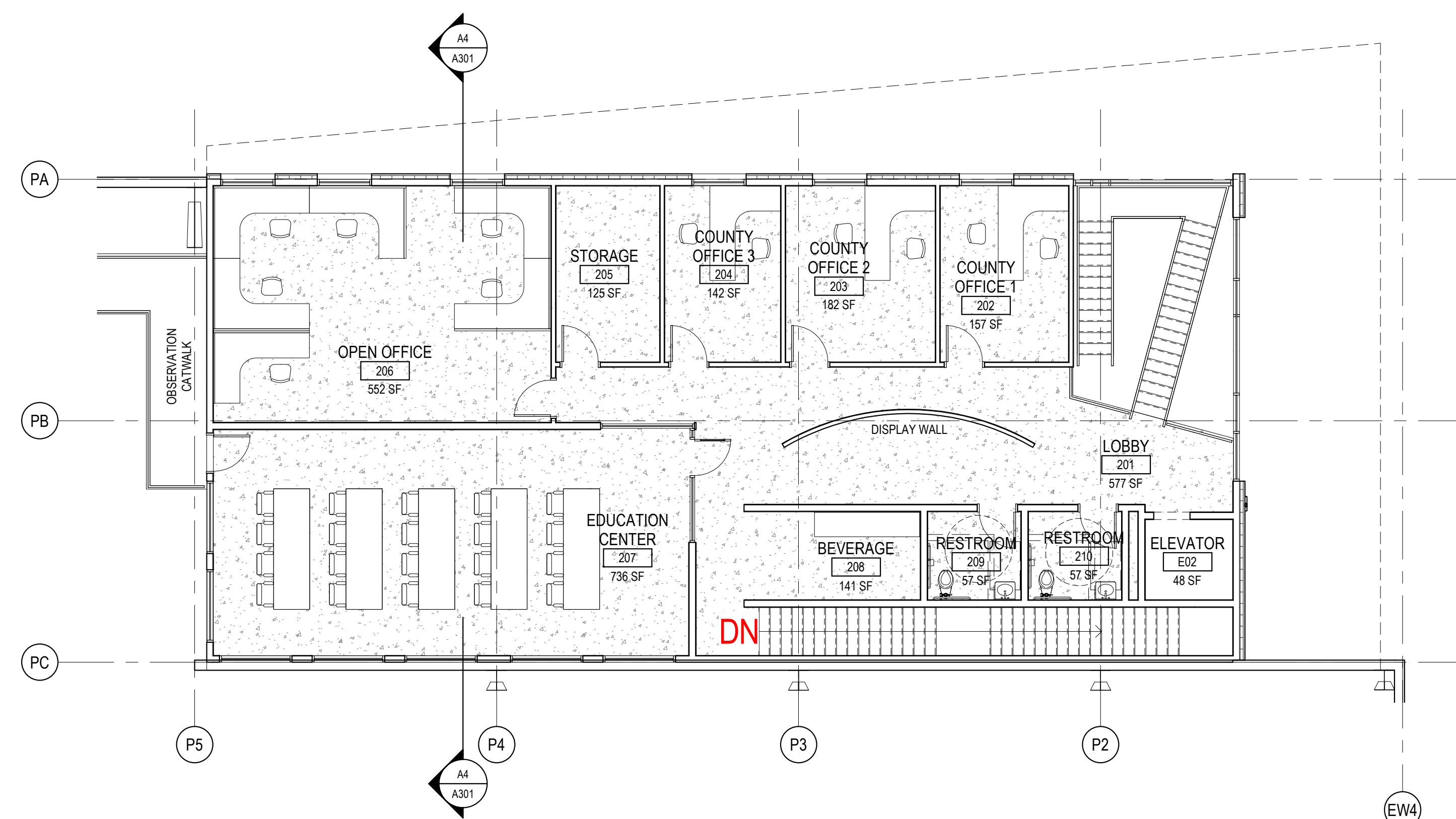
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CHECKED BY:		SS

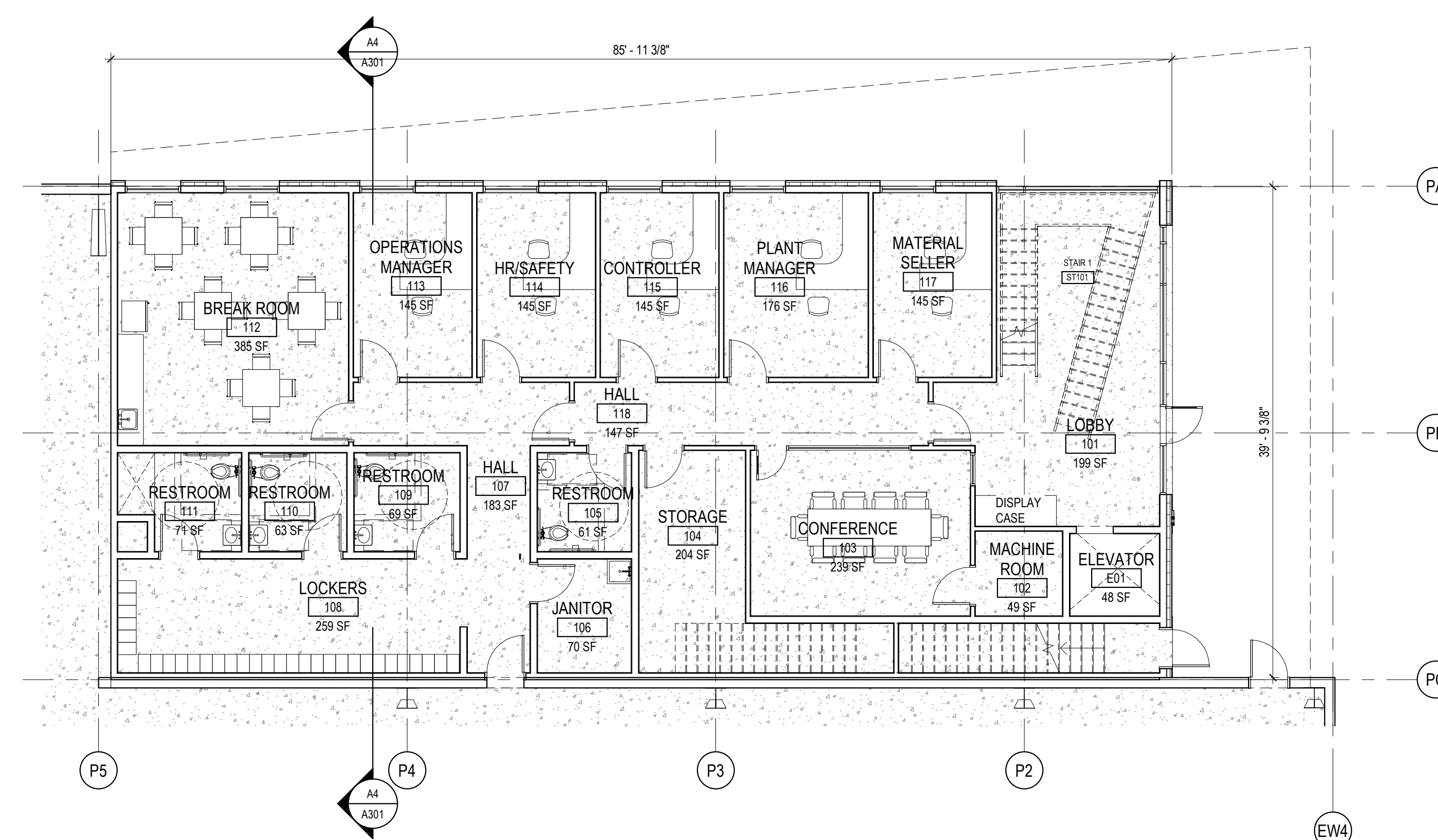
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OFFICE BUILDING FLOOR PLANS

A113

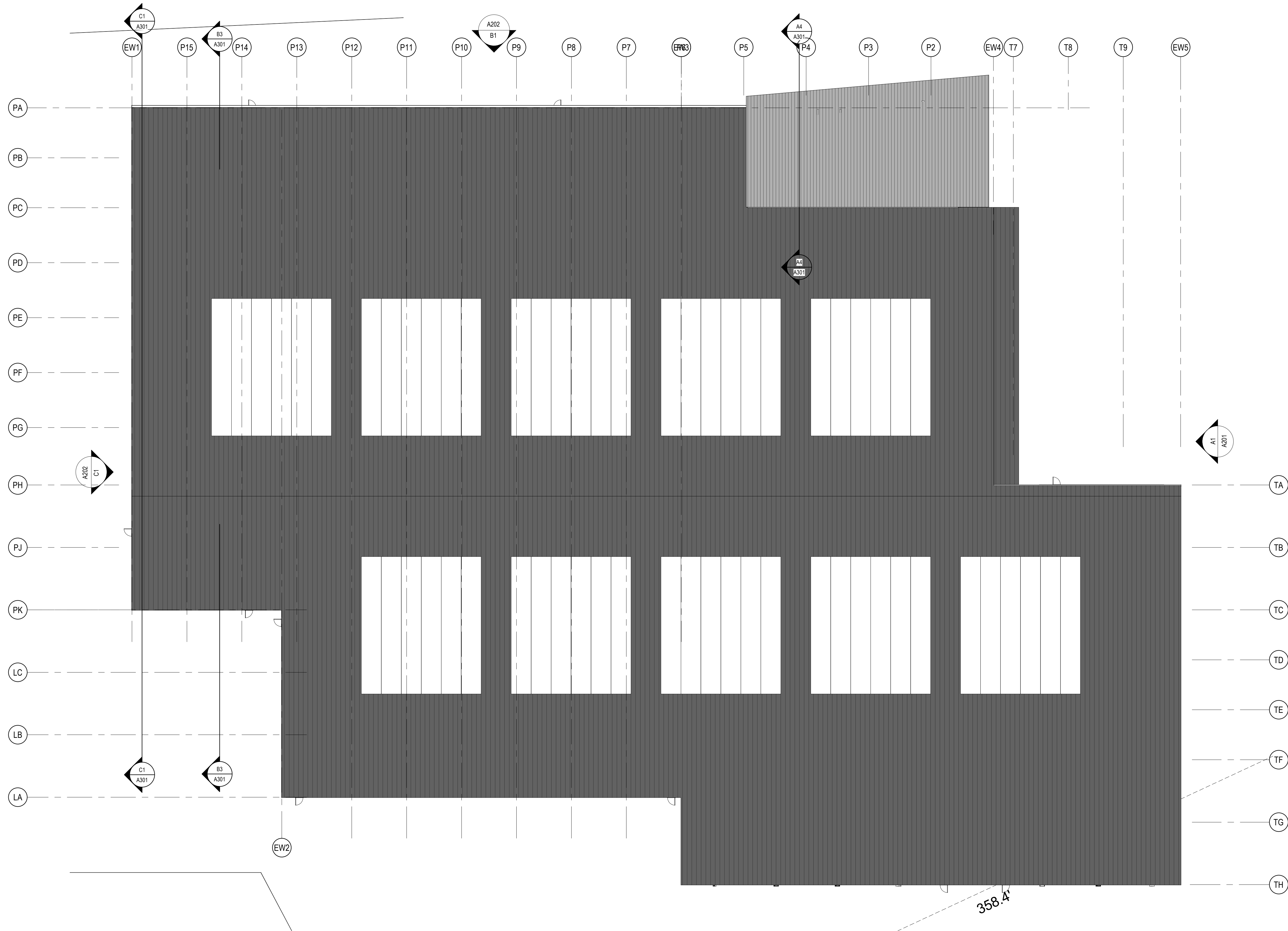


OFFICE SECOND FLOOR PLAN



A3 PROCESSING BUILDING FLOOR PLAN
A113 1/8" = 1'-0"

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A1 PROCESSING BUILDING ROOF PLAN
A120 1" = 20'-0"



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PROJECT NO: 2229		
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**OVERALL ROOF
PLAN**

A120



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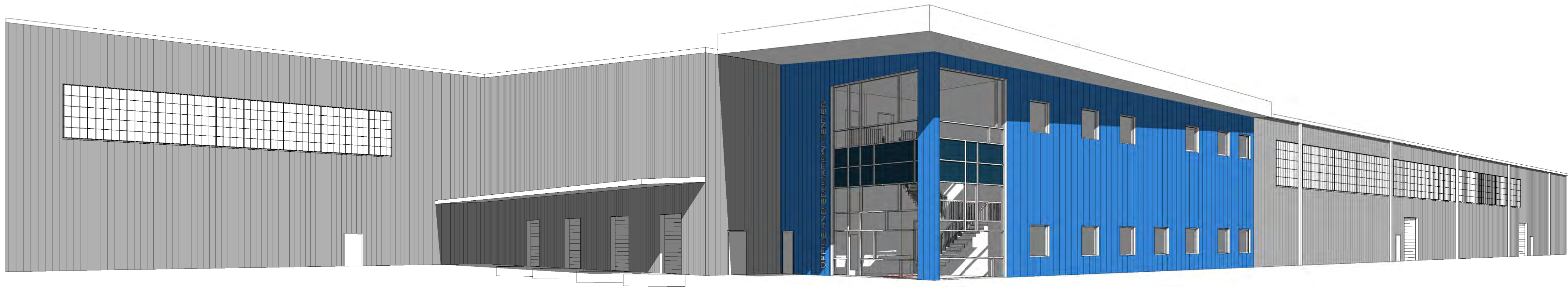
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30% DESIGN DRAWINGS

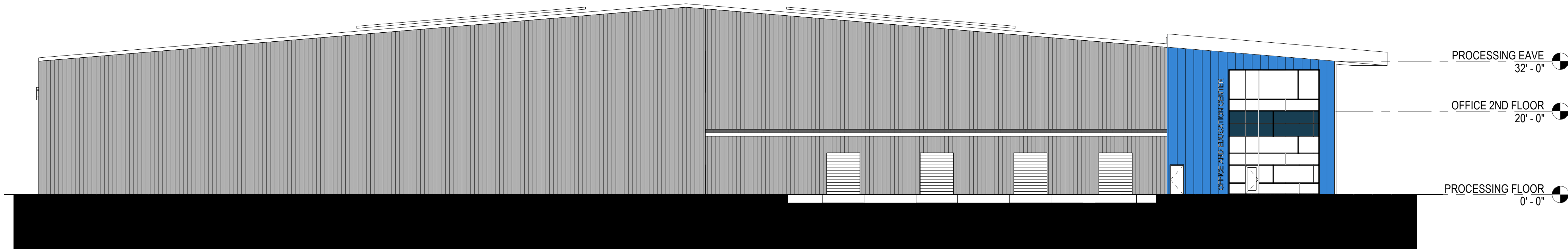
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EXTERIOR
ELEVATIONS-
PROCESSING
BUILDING

A201



B1
A201 VIEW OF SOUTHEAST CORNER OF PROCESSING BUILDING



A1
A201 SOUTH ELEVATION- PROCESSING BUILDING
1/16" = 1'-0"



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BULK HANDLING SYSTEMS

LANE COUNTY MATERIAL RECOVERY FACILITY

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EUGENE, OREGON 97405

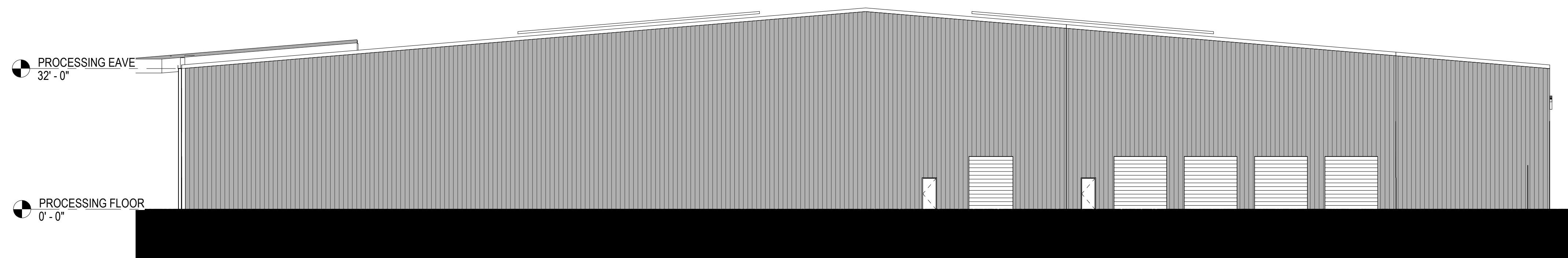
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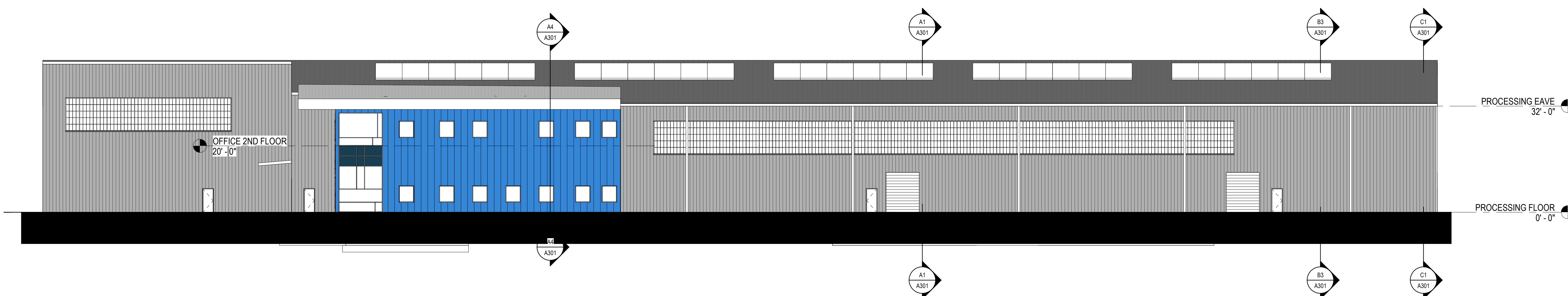
ISSUE DATE: 25 AUGUST 2023
ISSUE: 30% DESIGN DRAWINGS
PROJECT NO: 2225
DRAWN BY: JRW
CHECKED BY: SS

EXTERIOR ELEVATIONS - PROCESSING BUILDING

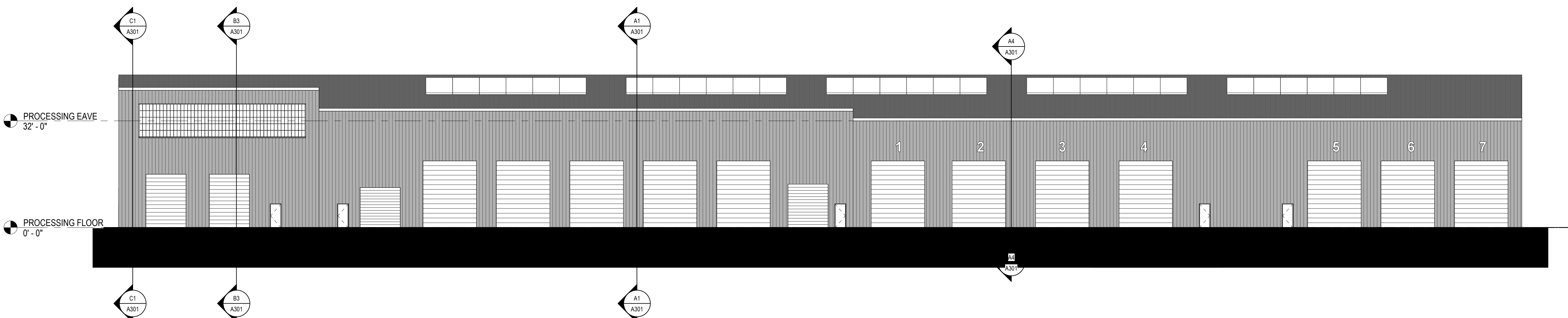
A202



C1 NORTH ELEVATION - PROCESSING BUILDING
A202 1/16" = 1'-0"



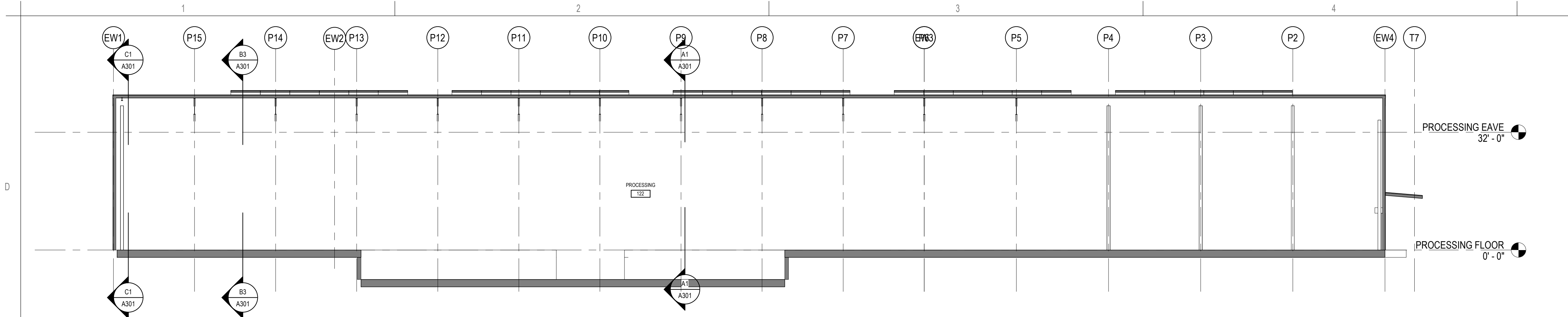
B1 EAST ELEVATION - PROCESSING BUILDING
A202 1/16" = 1'-0"



WEST ELEVATION - PROCESSING BUILDING

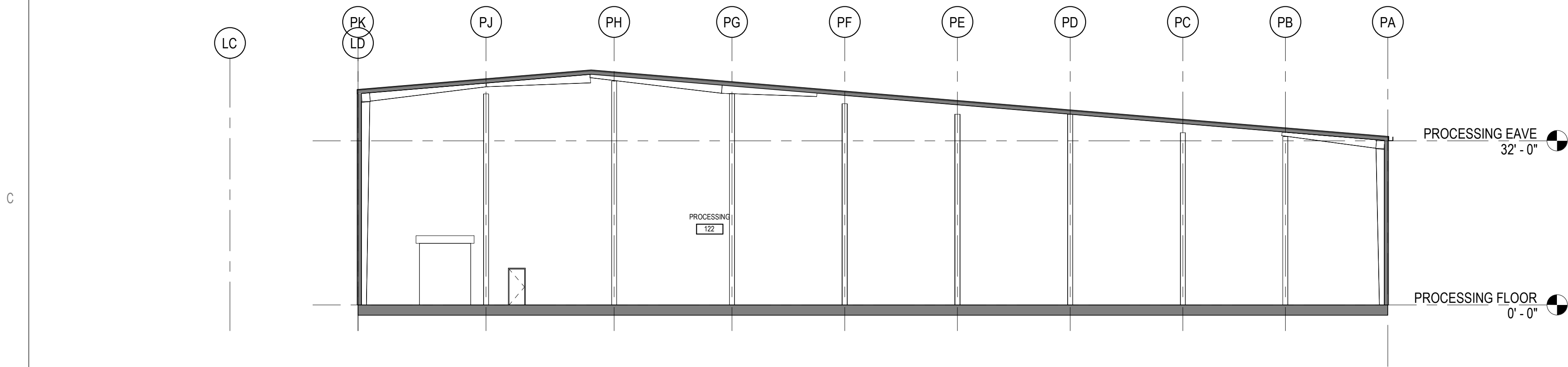
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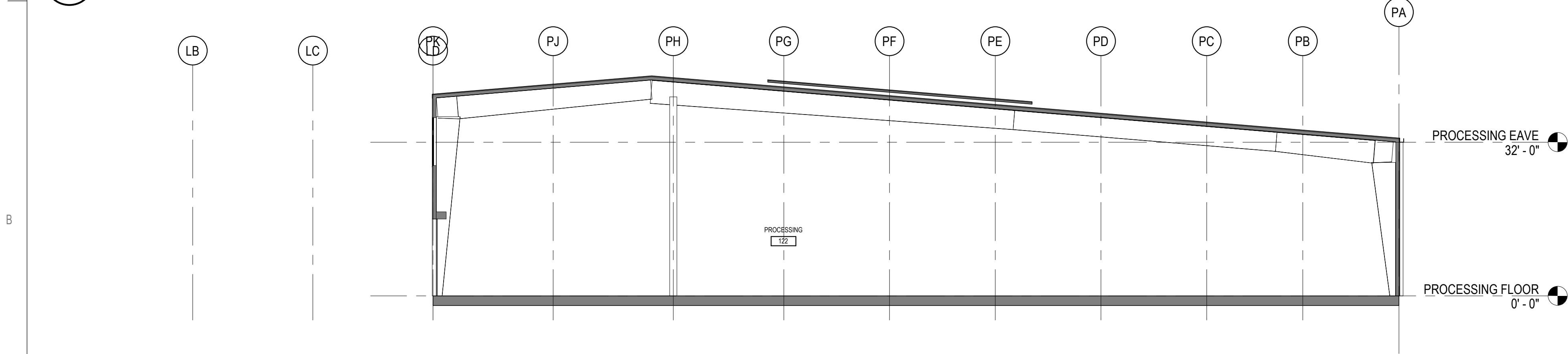
D1 CROSS SECTION OF TIPPING-PROCESSING

A301 1/16" = 1'-0"



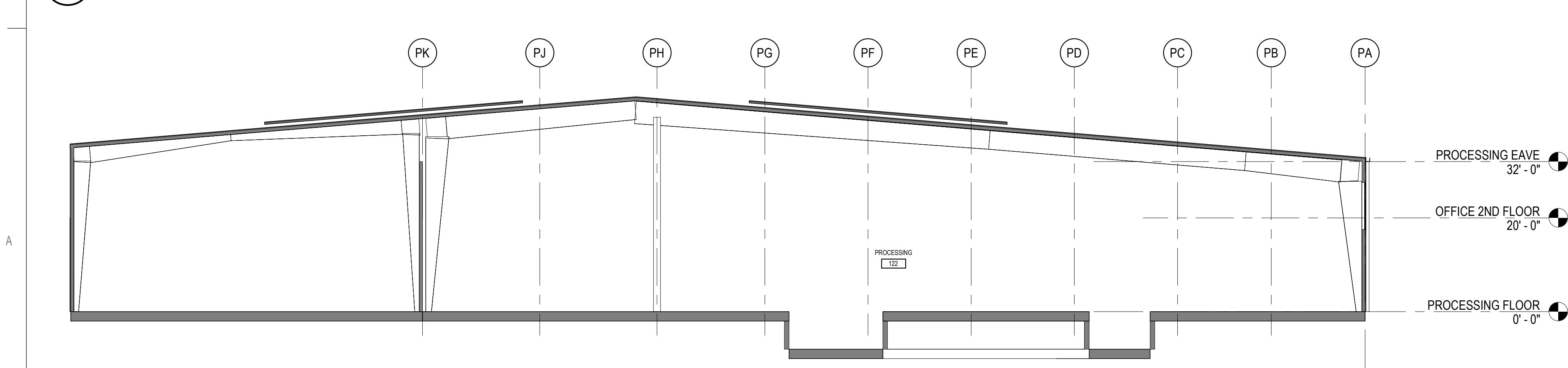
C1 SECTION AT EXTENDED PROCESSING END WALL

A301 1/16" = 1'-0"



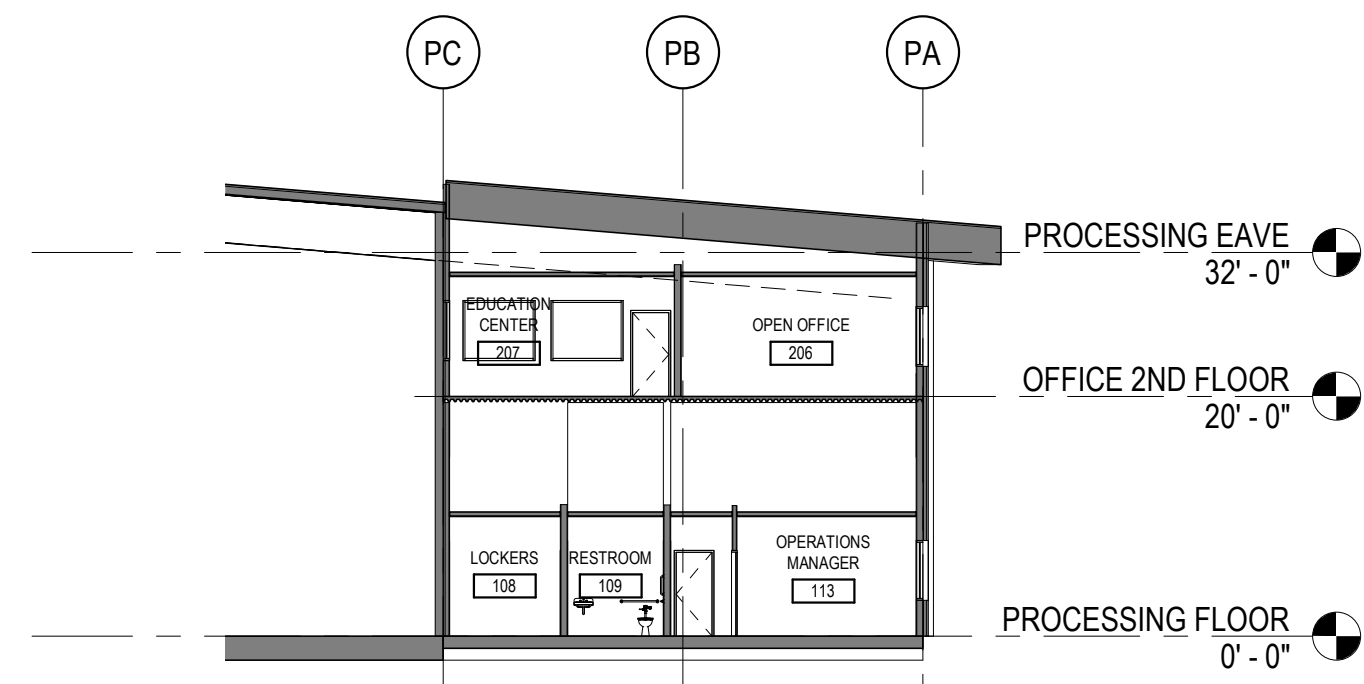
B3 SECTION AT EXTENDED PROCESSING

A301 1/16" = 1'-0"



A1 BUILDING SECTION

A301 1/16" = 1'-0"



A4 SECTION AT EDUCATION CENTER

A301 1/16" = 1'-0"



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30% DESIGN DRAWINGS

MARK	DATE	DESCRIPTION
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ISSUE DATE:	25 AUGUST 2023
ISSUE:	30% DESIGN DRAWINGS
PROJECT NO:	2229
DRAWN BY:	JRW
CHECKED BY:	Checker
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TIPPING AND
PROCESSING
BUILDING
SECTIONS

A301

BOUNDARY & TOPOGRAPHIC SURVEY
LOCATED IN THE EAST HALF OF SECTION 23 AND THE SW QUARTER OF SECTION 24
TOWNSHIP 18 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN
LANE COUNTY, OREGON
FIELD SURVEYED: AUGUST 10, 2023



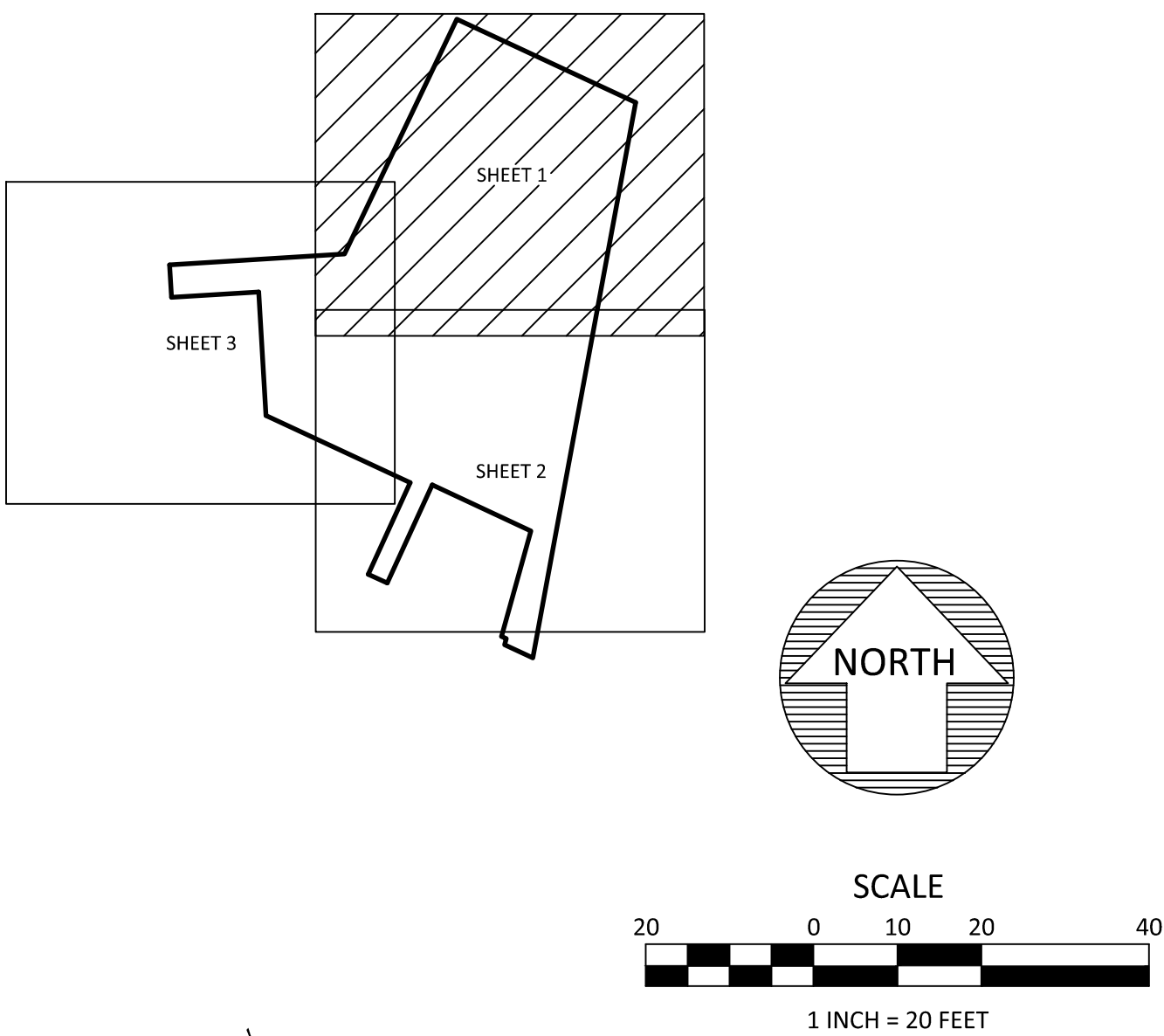
- NOTES:
- 1.) VERTICAL DATUM: NAVD 88 (GEOID 12A)
ELEVATION WAS ESTABLISHED THROUGH A GPS OBSERVATION ON CONTROL POINT NO. 1 USING THE OREGON REAL-TIME GPS NETWORK (ORGN).
 - 2.) BASIS OF BEARINGS FOR THIS SURVEY IS THE OREGON COORDINATE REFERENCE SYSTEM (OCRS), EUGENE ZONE.
THE RESULTANT BEARING OF THE CENTERLINE OF A PORTION OF INTERSTATE 5 (PACIFIC HIGHWAY) IS SOUTH 10°30'24" WEST.
 - 3.) BOUNDARY AND EASEMENTS SHOWN HEREON ARE BASED ON TITLE REPORT NO. 0340348 BY CASCADE TITLE COMPANY, EFFECTIVE DATE JULY 21, 2023.
 - 4.) UTILITY LOCATIONS SHOWN ARE PER FIELD LOCATED UTILITY PAINT MARKS & REFERENCE MAPS MADE AVAILABLE BY THE VARIOUS UTILITY PROVIDERS. UNLESS INDICATED, DEPTHS OF UTILITY LINES ARE NOT AVAILABLE. ALL UTILITY LOCATIONS SHOULD BE FIELD VERIFIED (POTHOLED) PRIOR TO CONSTRUCTION.

LEGEND:

	BUILDING OUTLINE WITH DOOR
	CONCRETE SURFACE
	ASPHALT SURFACE
	WALL
	BUILDING OVERHANG
	EDGE OF ASPHALT
	RIGHT-OF-WAY LINE
	CENTERLINE
	EASEMENT LINE
	LOT LINE
	GIS TAX LOT LINE
	PROPERTY LINE
	ELECTRICAL LINE
	FIBER OPTIC LINE
	TELECOMMUNICATIONS LINE
	STORM LINE
	GAS LINE
	OVERHEAD UTILITY LINES
	CYCLONE FENCE
	BARBED WIRE FENCE
	UNDERGROUND LINE PER AS-BUILTS
	ELECTRICAL JUNCTION BOX
	ELECTRICAL VAULT
	TRANSFORMER
	GUY ANCHOR
	POWER POLE
	GAS MARKER POST
	GAS VALVE
	TELECOMMUNICATIONS RISER
	WATER VALVE
	FIRE HYDRANT
	WATER METER
	IRRIGATION CONTROL VALVE
	TEST BORE HOLE/WITH GRI NO.'S
	DECIDUOUS TREE W/ (TAG NO.)
	-PERIMETER REPRESENTS DRIPLINE
	CONIFEROUS TREE W/ (TAG NO.)
	-PERIMETER REPRESENTS DRIPLINE
	FOUND MONUMENT
	PROJECT CONTROL POINT
	BENCHMARK

PROJECT CONTROL:

STATION	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	5/8" IR W/ RED PLASTIC CAP "KPFF CONTROL"	86892.37	205407.28	488.88'
2	5/8" IR W/ RED PLASTIC CAP "KPFF CONTROL"	86472.31	205537.79	486.36'
3	5/8" IR W/ RED PLASTIC CAP "KPFF CONTROL"	87349.65	205823.98	482.56'
4	5/8" IR W/ RED PLASTIC CAP "KPFF CONTROL"	86830.45	205835.64	484.31'
10	5/8" IR W/ RED PLASTIC CAP "KPFF CONTROL"	86892.37	205407.28	488.88'
20	5/8" IR W/ RED PLASTIC CAP "KPFF CONTROL"	86472.31	205537.79	486.36'



PRELIMINARY

JOB NO. 2300263

kpff

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Eugene, OR 97401
O: 541.684.4902
F: 541.684.4909
www.kpff.com

REV.	DATE	BY	DESCRIPTION

kpff

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SURVEYED BY:	SW/JH
DRAWN BY:	SW
CHECKED BY:	TTT
PROJECT NO.:	2300263
FILE:	2300263_SB

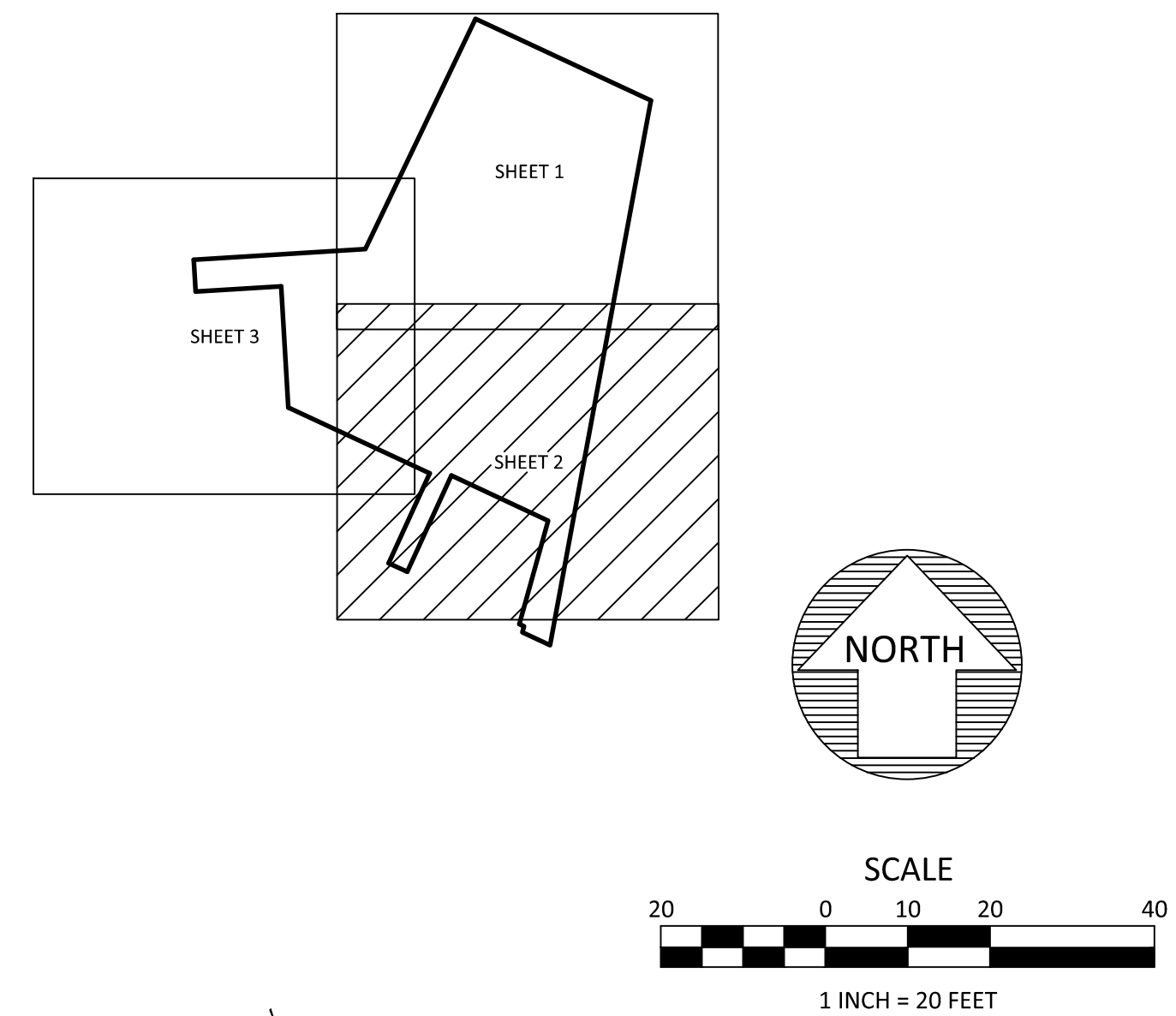
BOUNDARY & TOPOGRAPHIC SURVEY
LANE COUNTY MATERIAL RECOVERY FACILITIES
CHAMBERS CONSTRUCTION
LANE COUNTY / OREGON

DATE: 18 AUGUST 2023
CONTOUR INTERVAL: 1 FOOT
SHEET NO. 1 OF 3

BOUNDARY & TOPOGRAPHIC SURVEY
LOCATED IN THE EAST HALF OF SECTION 23 AND THE SW QUARTER OF SECTION 24
TOWNSHIP 18 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN
LANE COUNTY, OREGON
FIELD SURVEYED: AUGUST 10, 2023



- LEGEND:
- BUILDING OUTLINE WITH DOOR
 - CONCRETE SURFACE
 - ASPHALT SURFACE
 - WALL
 - BUILDING OVERHANG
 - EDGE OF ASPHALT
 - RIGHT-OF-WAY LINE
 - CENTERLINE
 - EASEMENT LINE
 - LOT LINE
 - GIS TAX LOT LINE
 - PROPERTY LINE
 - ELECTRICAL LINE
 - FIBER OPTIC LINE
 - TELECOMMUNICATIONS LINE
 - STORM LINE
 - GAS LINE
 - OVERHEAD UTILITY LINES
 - CYCLONE FENCE
 - BARBED WIRE FENCE
 - UNDERGROUND LINE PER AS-BUILTS
 - ELECTRICAL JUNCTION BOX
 - ELECTRICAL VAULT
 - TRANSFORMER
 - GUY ANCHOR
 - POWER POLE
 - GAS MARKER POST
 - GAS VALVE
 - TELECOMMUNICATIONS RISER
 - WATER VALVE
 - FIRE HYDRANT
 - WATER METER
 - IRRIGATION CONTROL VALVE
 - TEST BORE HOLE/WITH GRI NO.'S
 - DECIDUOUS TREE W/ (TAG NO.)
 - PERIMETER REPRESENTS DRIPLINE
 - CONIFEROUS TREE W/ (TAG NO.)
 - PERIMETER REPRESENTS DRIPLINE
 - FOUND MONUMENT
 - PROJECT CONTROL POINT
 - BENCHMARK



REV.	DATE	BY	DESCRIPTION

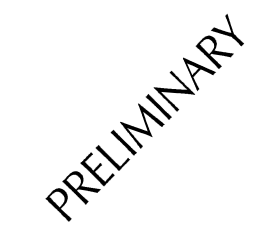
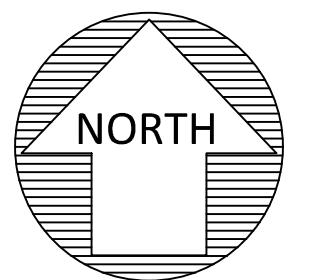
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SURVEYED BY: SW/H
DRAWN BY: SW
CHECKED BY: TTT
PROJECT NO.: 2300263
FILE: 2300263_SB

BOUNDARY & TOPOGRAPHIC SURVEY
LANE COUNTY MATERIAL RECOVERY FACILITIES
CHAMBERS CONSTRUCTION
LANE COUNTY / OREGON

DATE: 18 AUGUST 2023
CONTOUR INTERVAL: 1 FOOT
SHEET NO.
2 OF 3

	BUILDING OUTLINE WITH DOOR
	CONCRETE SURFACE
	ASPHALT SURFACE
	WALL
	BUILDING OVERHANG
	EDGE OF ASPHALT
	RIGHT-OF-WAY LINE
	CENTERLINE
	EASEMENT LINE
	LOT LINE
	GIS TAX LOT LINE
	PROPERTY LINE
	ELECTRICAL LINE
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	UNDERGROUND LINE PER AS-BUILTS
	ELECTRICAL JUNCTION BOX
	ELECTRICAL VAULT
	TRANSFORMER
	GUY ANCHOR
	POWER POLE
	GAS MARKER POST
	GAS VALVE
	TELECOMMUNICATIONS RISER
	WATER VALVE
	FIRE HYDRANT
	WATER METER
	IRRIGATION CONTROL VALVE
	TEST BORE HOLE/WITH GRI NO. 5
	DECIDUOUS TREE W/ (TAG NO.)
	-PERIMETER REPRESENTS DRIPLINE
	CONIFEROUS TREE W/ (TAG NO.)
	-PERIMETER REPRESENTS DRIPLINE
	FOUND MONUMENT
	PROJECT CONTROL POINT
	BENCHMARK



kpff

DATE: 18 AUGUST 2023
CONTOUR INTERVAL: 1 FOOT
SHEET NO.
3 OF 3

REV.	DATE	BY	DESCRIPTION	



SURVEYED BY:	SW/JH
DRAWN BY:	SW
CHECKED BY:	TTT
PROJECT NO.:	2300263
FILE:	2300263_SB

BOUNDARY & TOPOGRAPHIC SURVEY
LANE COUNTY MATERIAL RECOVERY FACILITIES
 CHAMBERS CONSTRUCTION
 LANE COUNTY / OREGON

10/23/23 12:12pm By: MReyes File: C:\p\2200216\Drawings\CD\SET\CD SET 30% Design.dwg 1/8/23 1:00



SHEET NOTES

1. SLOPES PROVIDED ON SLOPE ARROW ARE FOR REFERENCE ONLY.
2. LANDINGS ON ACCESSIBLE ROUTES SHALL NOT EXCEED 2% IN ANY DIRECTION.
3. ALL ACCESSIBLE ROUTES SHALL COMPLY WITH CURRENT ADA ACCESSIBILITY GUIDELINES FOR BUILDING AND FACILITIES (ADAAG).

GRADING LABEL LEGEND

CALLOUT	DESCRIPTION
X.X%	GRADING SLOPE AND DIRECTION (DOWNHILL)
[X.X%]	SLOPE ORIENTATION INDICATING DIRECTION OF MAXIMUM GRADE (DOWNHILL)
XX.XX XX	SPOT ELEVATION DESCRIPTION LISTED BELOW. NO DESCRIPTION MEANS TP OR TG
BOS	BOTTOM OF SWALE
EG	EXISTING GRADE
FF	FINISHED FLOOR
FL	FLOW LINE
G	GUTTER
HP	HIGH POINT
LP	LOW POINT
RIM	RIM OF STRUCTURE
TC	TOP OF CURB
TG	TOP OF GROUND
TP	TOP OF PAVEMENT

SHEET LEGEND

	DRAINAGE FLOW DIRECTION
	GRADE BREAK
	SAWCUT LINE
	LIMITS OF GRADING
	EX. CONTOUR MINOR
	EX. CONTOUR MAJOR
	CONTOUR MINOR (FG)
	CONTOUR MAJOR (FG)
	CONVEYANCE SWALE

Legend

- SA
- W1-D
- R1-WHC
- W1 Potential Mitigation
- W1-D
- adg
- Upland Impact
- Potential Wetland Impact



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BULK HANDLING SYSTEMS
LANE COUNTY MATERIAL RECOVERY FACILITY
85630 OR-99 S
EUGENE, OREGON 97405
30% DESIGN DRAWINGS

MARK DATE DESCRIPTION

ISSUE DATE: 25 AUGUST 2023

ISSUE: 30% CD SET

PROJECT NO: 2200216

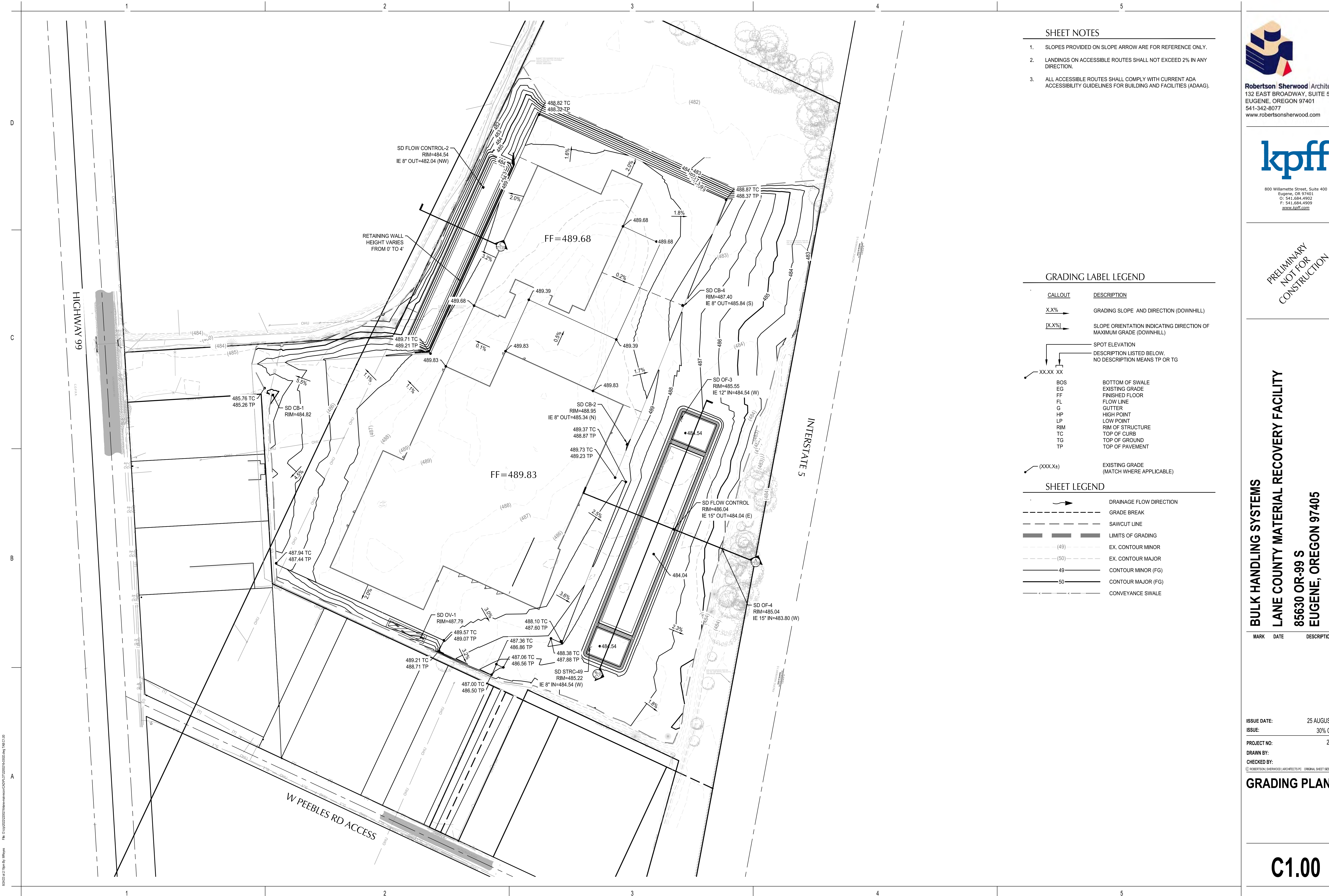
DRAWN BY: MR/KY

CHECKED BY: MK

© ROBERTSON SHERWOOD ARCHITECTS PC ORIGINAL SHEET SIZE: 34X48"

GRADING PLAN

C1.00



SHEET NOTES

1. SLOPES PROVIDED ON SLOPE ARROW ARE FOR REFERENCE ONLY.
2. LANDINGS ON ACCESSIBLE ROUTES SHALL NOT EXCEED 2% IN ANY DIRECTION.
3. ALL ACCESSIBLE ROUTES SHALL COMPLY WITH CURRENT ADA ACCESSIBILITY GUIDELINES FOR BUILDING AND FACILITIES (ADAAG).

GRADING LABEL LEGEND

CALLOUT	DESCRIPTION
X.X%	GRADING SLOPE AND DIRECTION (DOWNHILL)
[X.X%]	SLOPE ORIENTATION INDICATING DIRECTION OF MAXIMUM GRADE (DOWNHILL)
XX.XX XX	SPOT ELEVATION DESCRIPTION LISTED BELOW. NO DESCRIPTION MEANS TP OR TG
BOS	BOTTOM OF SWALE
EG	EXISTING GRADE
FF	FINISHED FLOOR
FL	FLOW LINE
G	GUTTER
HP	HIGH POINT
LP	LOW POINT
RIM	RIM OF STRUCTURE
TC	TOP OF CURB
TG	TOP OF GROUND
TP	TOP OF PAVEMENT
(XXX.X±)	EXISTING GRADE (MATCH WHERE APPLICABLE)

SHEET LEGEND

	DRAINAGE FLOW DIRECTION
	GRADE BREAK
	SAWCUT LINE
	LIMITS OF GRADING
	EX. CONTOUR MINOR
	EX. CONTOUR MAJOR
	CONTOUR MINOR (FG)
	CONTOUR MAJOR (FG)
	CONVEYANCE SWALE



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EUGENE, OREGON 97405
30% DESIGN DRAWINGS

MARK	DATE	DESCRIPTION
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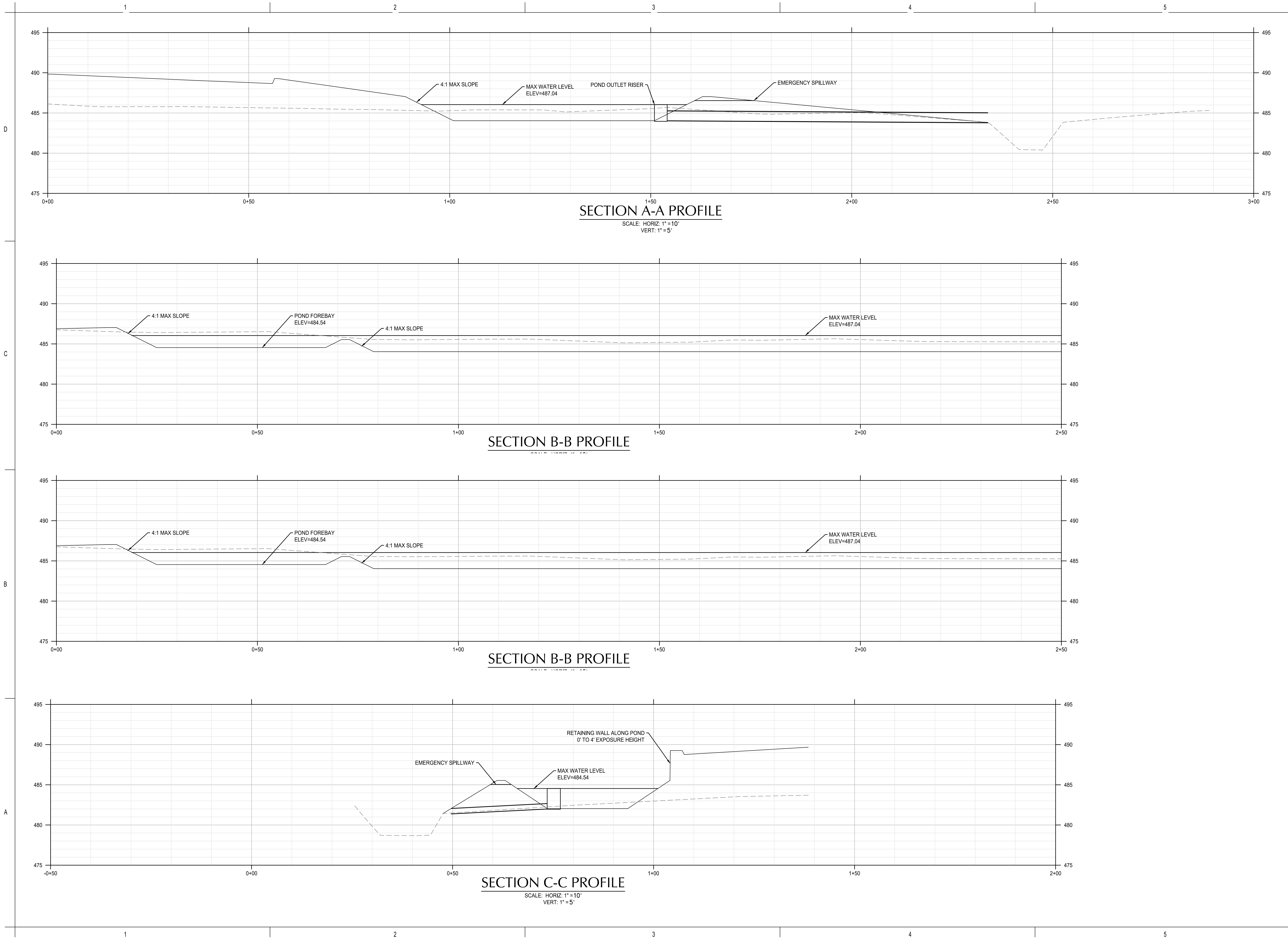
ISSUE DATE:	25 AUGUST 2023
ISSUE:	30% CD SET
PROJECT NO:	2200216
DRAWN BY:	MR/KY
CHECKED BY:	MK

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GRADING PLAN

C1.00

18/07/23 11:23am By: MRegan File: C:\projects\2200216\lane-county-material-recovery-facility\0200216-30%cd-aug18\c1.01





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MARK	DATE	DESCRIPTION
	25 AUGUST 2023	ISSUE DATE:
	30% CD SET	ISSUE:
	2200216	PROJECT NO:
	MR/KY	DRAWN BY:
	MK	CHECKED BY:
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POND DETAILS

C1.01



SHEET NOTES

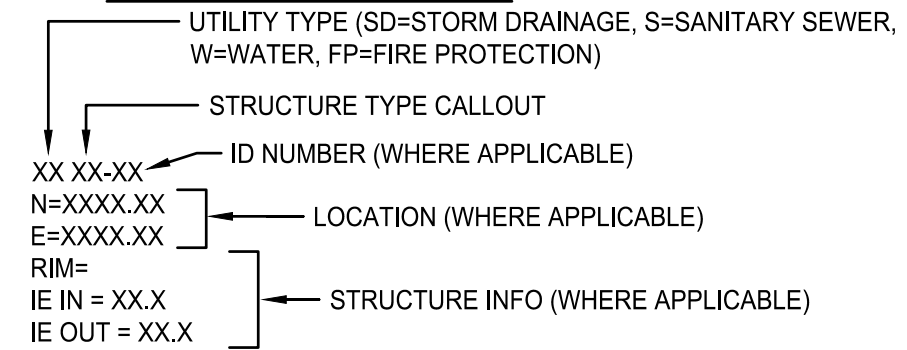
- ON-SITE PIPE BEDDING AND BACKFILL FOR ALL UTILITIES PER DETAIL 1/C3.10.
- STRUCTURES LOCATIONS ARE BASED ON CENTER OF STRUCTURE.
- INSTALL THRUST BLOCK ON FIRE AND WATER LINES PER DETAIL X & 2/C3.20.
- PROVIDE 12" MIN. CLEARANCE ON ALL UTILITY CROSSINGS, ADJUST NON-GRAVITY UTILITY AS REQUIRED AT CROSSINGS TO PROVIDE CLEARANCE.

UTILITY KEY NOTES

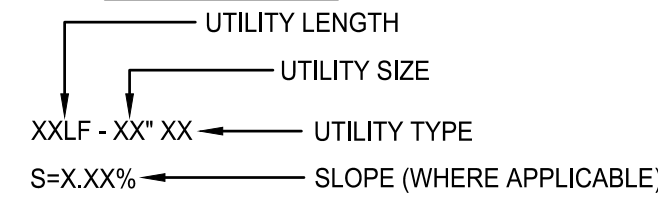
NOTE	DESCRIPTION	DETAIL REF.
1	CONNECT 6" WATER LINE TO PROPOSED FIRE PROTECTION LINE.	
2	CONNECT 6" FIRE PROTECTION LINE TO EXISTING MAIN. PIPE COUPLINGS SHALL PROVIDE A SMOOTH TRANSITION BETWEEN NEW AND EXISTING PIPE AND MAINTAIN A CONTINUOUS LINE AND GRADE. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING LINE PRIOR TO CONSTRUCTION.	
3	VERIFY DEPTH OF EXISTING WATER MAIN PRIOR TO CONSTRUCTION. PROVIDE CONCRETE CAP OR ENCASEMENT WHERE VERTICAL CLEARANCE FROM WATER MAIN IS LESS THAN 12".	
FDC	CONNECTION TO FIRE DEPARTMENT CONNECTION. SEE FIRE PROTECTION AND PLUMBING PLANS. SIZE AS NOTED.	
FP	CONNECTION TO FIRE PROTECTION SYSTEM. SEE FIRE PROTECTION AND PLUMBING PLANS. SIZE AS NOTED.	XX/XX.XX
PND	STORMWATER DETENTION POND	
RG	RAIN GARDEN	
S	CONNECT TO SANITARY SEWER SYSTEM, SEE PLUMBING PLANS FOR CONTINUATION. SIZE AS NOTED.	
SD	CONNECT TO STORM DRAIN/ROOF DRAIN. SEE PLUMBING PLANS FOR CONTINUATION. SIZE AS NOTED.	
SEP	SEPTIC SYSTEM.	
VLT	PF AND WATER VAULT. INSTALL 6" DOUBLE DETECTOR CHECK VALVE (DDCV) AND 6" DOUBLE CHECK VALVE ASSEMBLIES (DCVA). CONTRACTOR TO VERIFY LAYOUT WITH VAULT.	
W	CONNECT TO COLD WATER SYSTEM. SEE PLUMBING PLANS FOR CONTINUATION. SIZE A SNOTED.	
!!	UTILITY CROSSING.	

UTILITY LABEL LEGEND

STRUCTURE LABEL



PIPE LABEL



STRUCTURE TYPE

CALLOUT	DESCRIPTION	DETAIL REF.
CB	CATCH BASIN	
CO	CLEANOUT TO GRADE	
DCVA	DOUBLE CHECK VALVE ASSEMBLY	
DDCV	DOUBLE DETECTOR CHECK VALVE	
FDC	FIRE DEPARTMENT CONNECTION	
FH	FIRE HYDRANT	
GV	GATE VALVE	
MH	MANHOLE	
OF	OUTFALL	
OV	OVERFLOW INLET	
PIV	POST INDICATOR VALVE	
STUB	STUB	



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30% DESIGN DRAWINGS

MARK DATE DESCRIPTION

ISSUE DATE: 25 AUGUST 2023

ISSUE: 30% CD SET

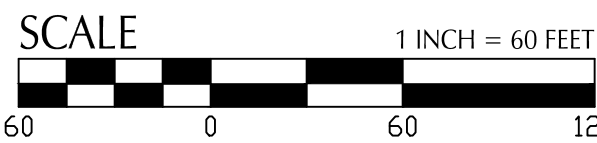
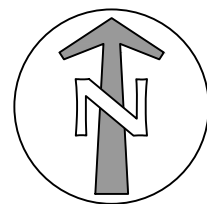
PROJECT NO: 2200216

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UTILITY PLAN



C2.00



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MARK	DATE	DESCRIPTION
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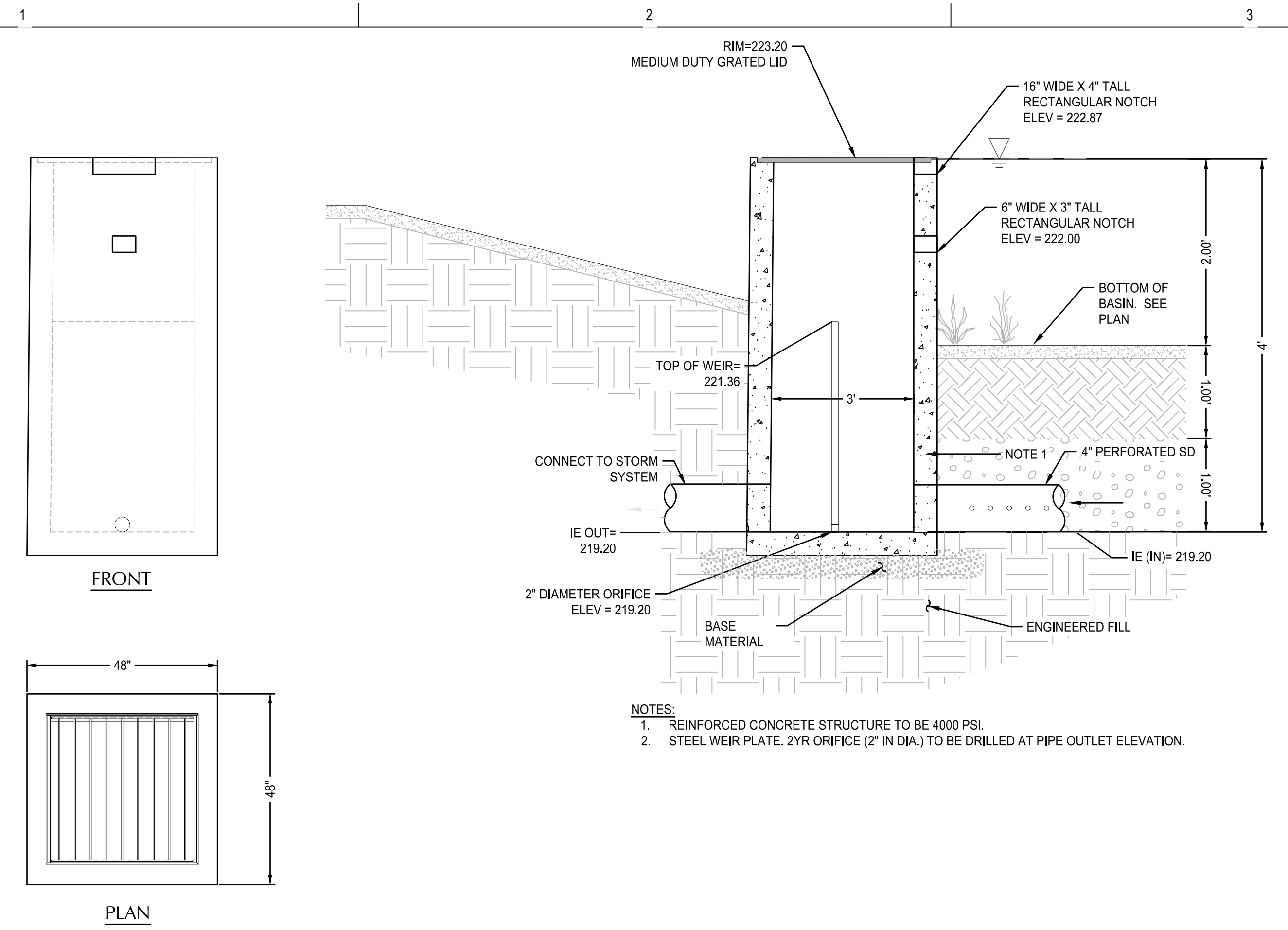
ISSUE DATE:	25 AUGUST 2023
ISSUE:	30% CD SET
PROJECT NO:	2200216
DRAWN BY:	MR/KY
CHECKED BY:	MK

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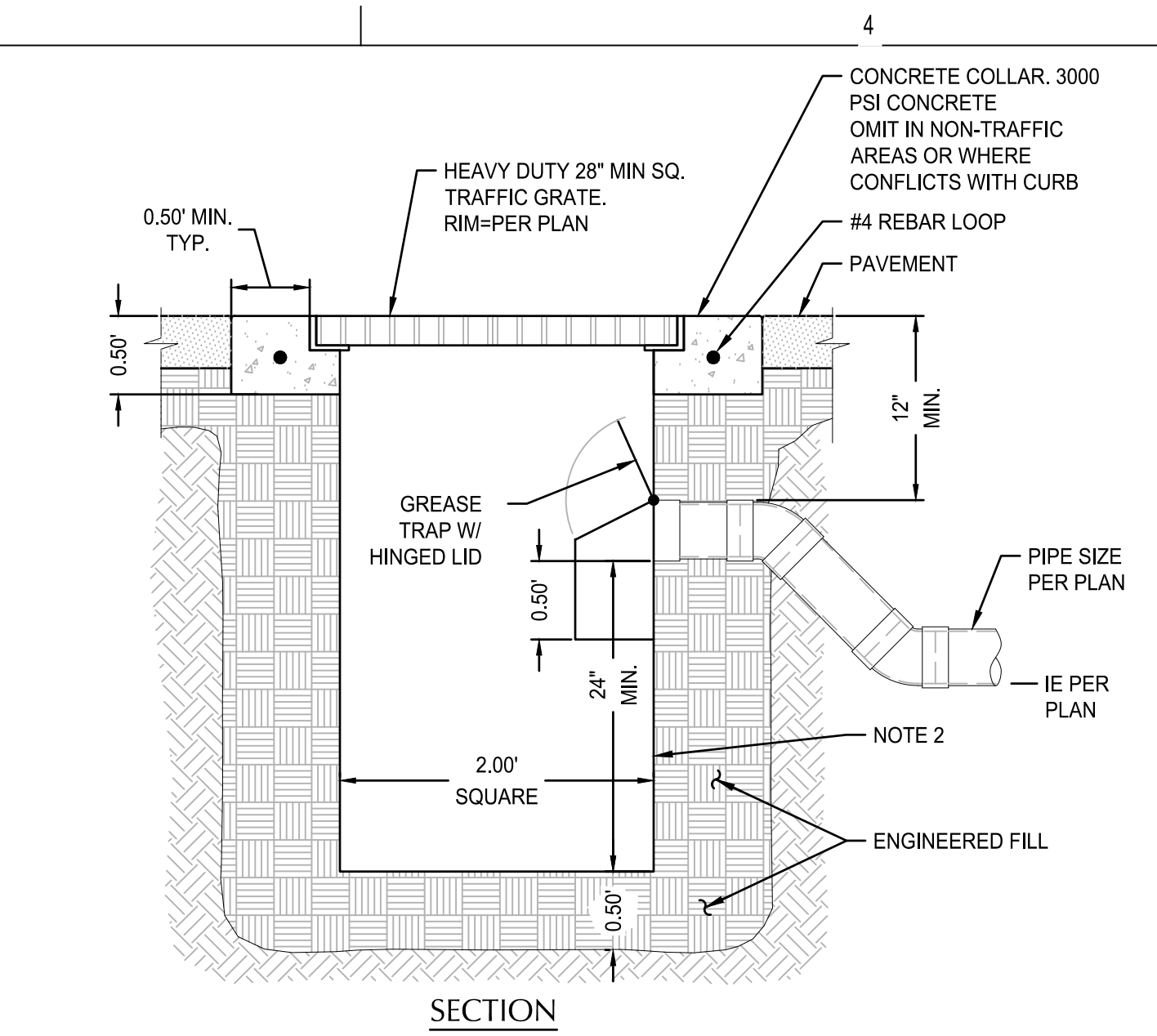
CIVIL DETAILS

C3.00

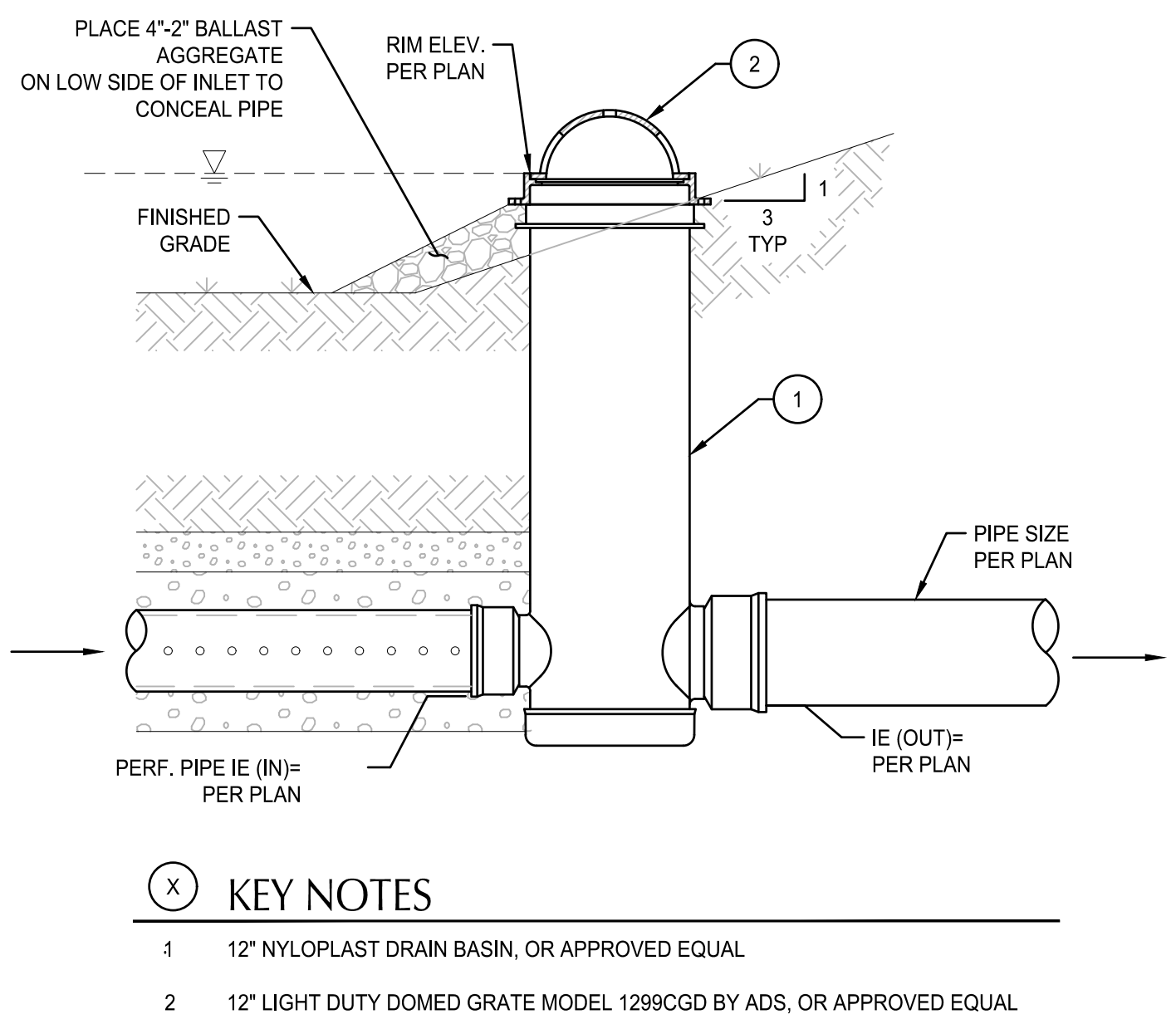
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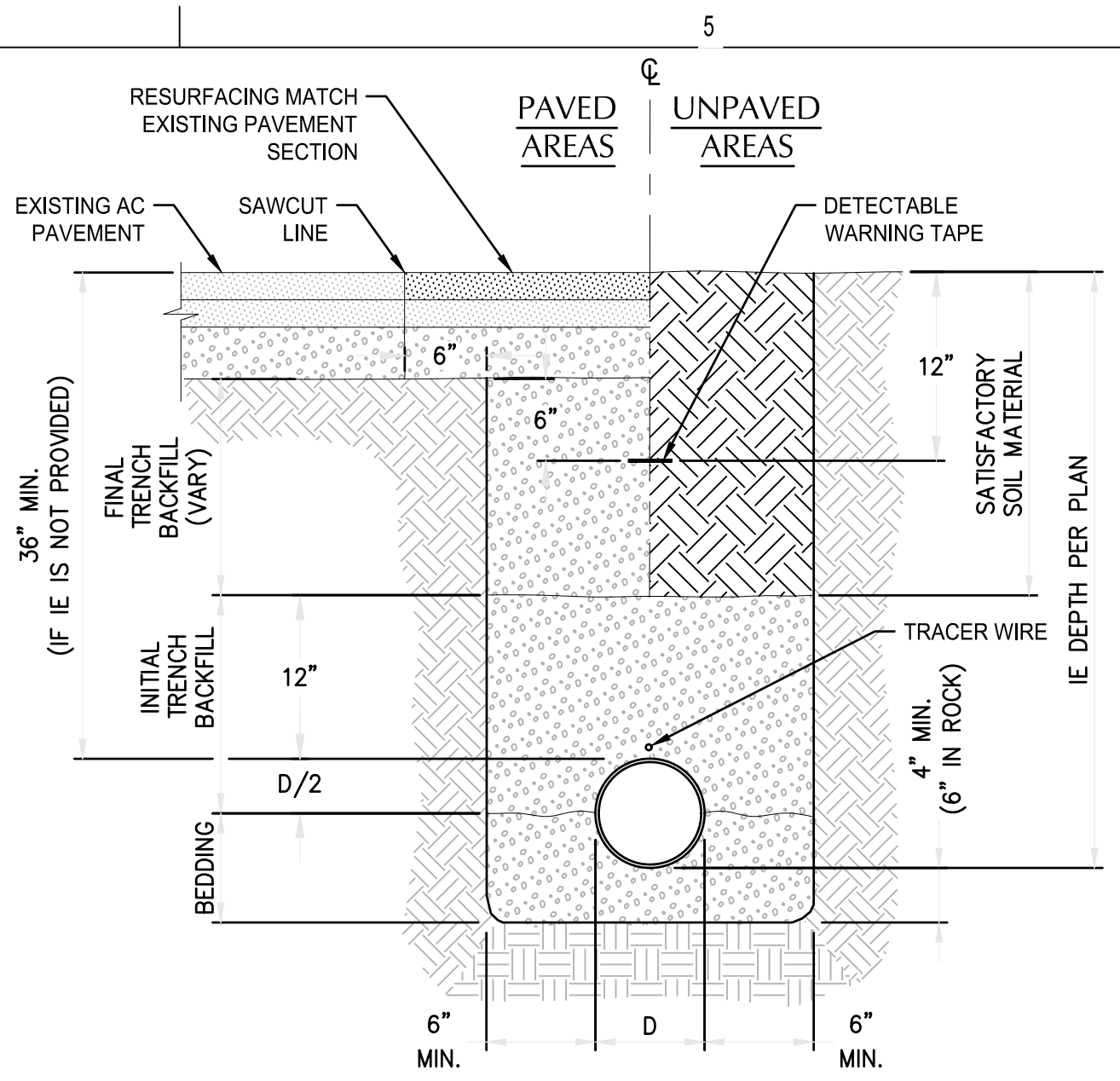
5 STORMWATER POND RISER
SCALE: NTS



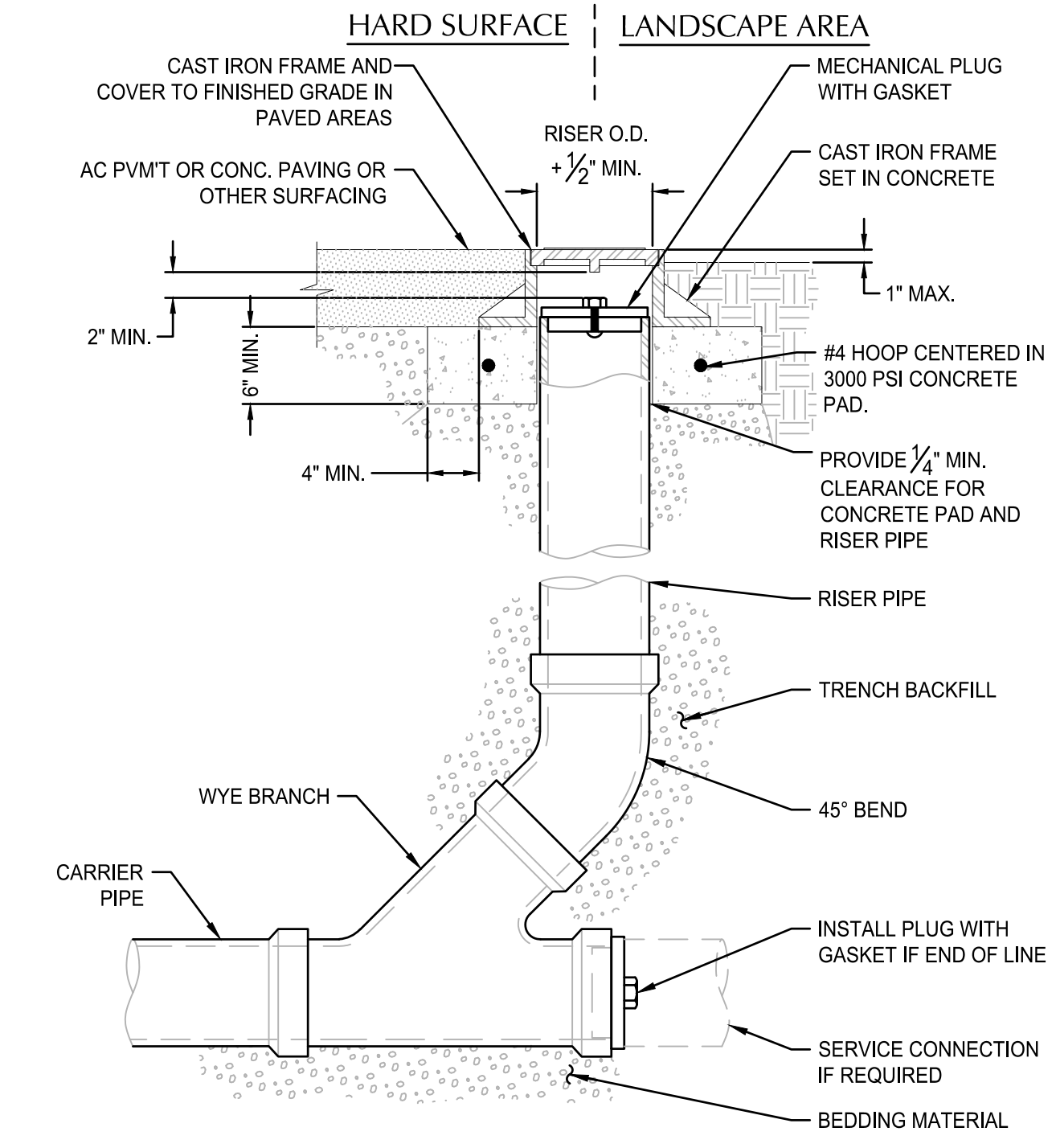
3 TRAPPED CATCH BASIN
SCALE: NTS



4 OVERFLOW INLET
SCALE: NTS



1 TYPICAL PIPE BEDDING AND BACKFILL
SCALE: NTS



2 STANDARD CLEANOUT (COTG)
SCALE: NTS

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30% DESIGN DRAWINGS

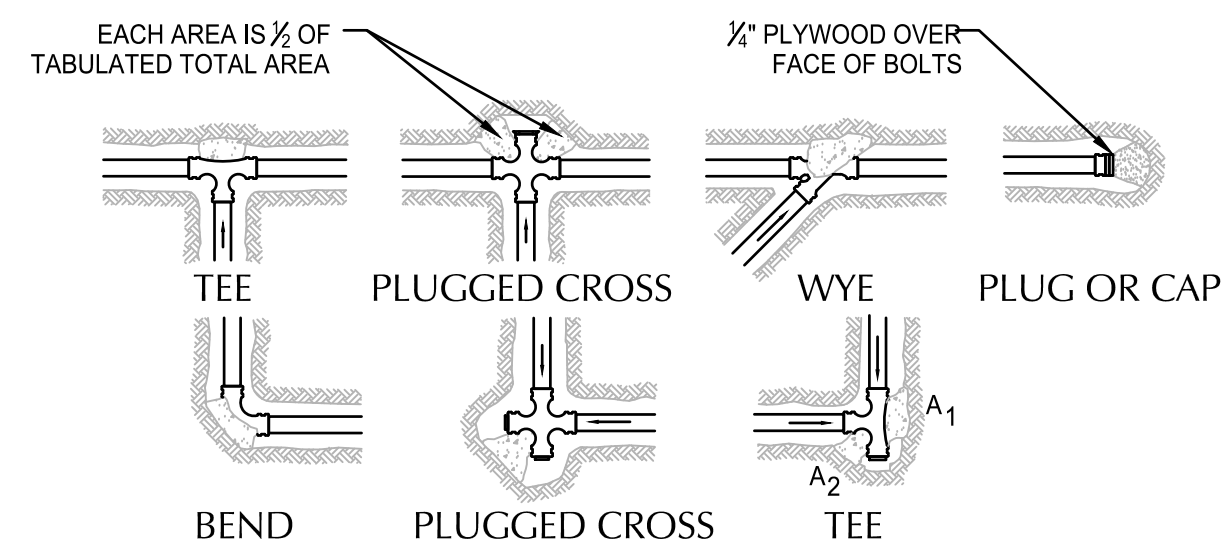
MARK	DATE	DESCRIPTION
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ISSUE DATE: 25 AUGUST 2023
ISSUE: 30% CD SET
PROJECT NO: 2200216
DRAWN BY: MR/KY
CHECKED BY: MK
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CIVIL DETAILS

C3.10

18/07/23 11:23am By: MReyes File: C:\projects\2200216\lane-county-material-recovery-facility\072500216-54071.dwg TAC3.10



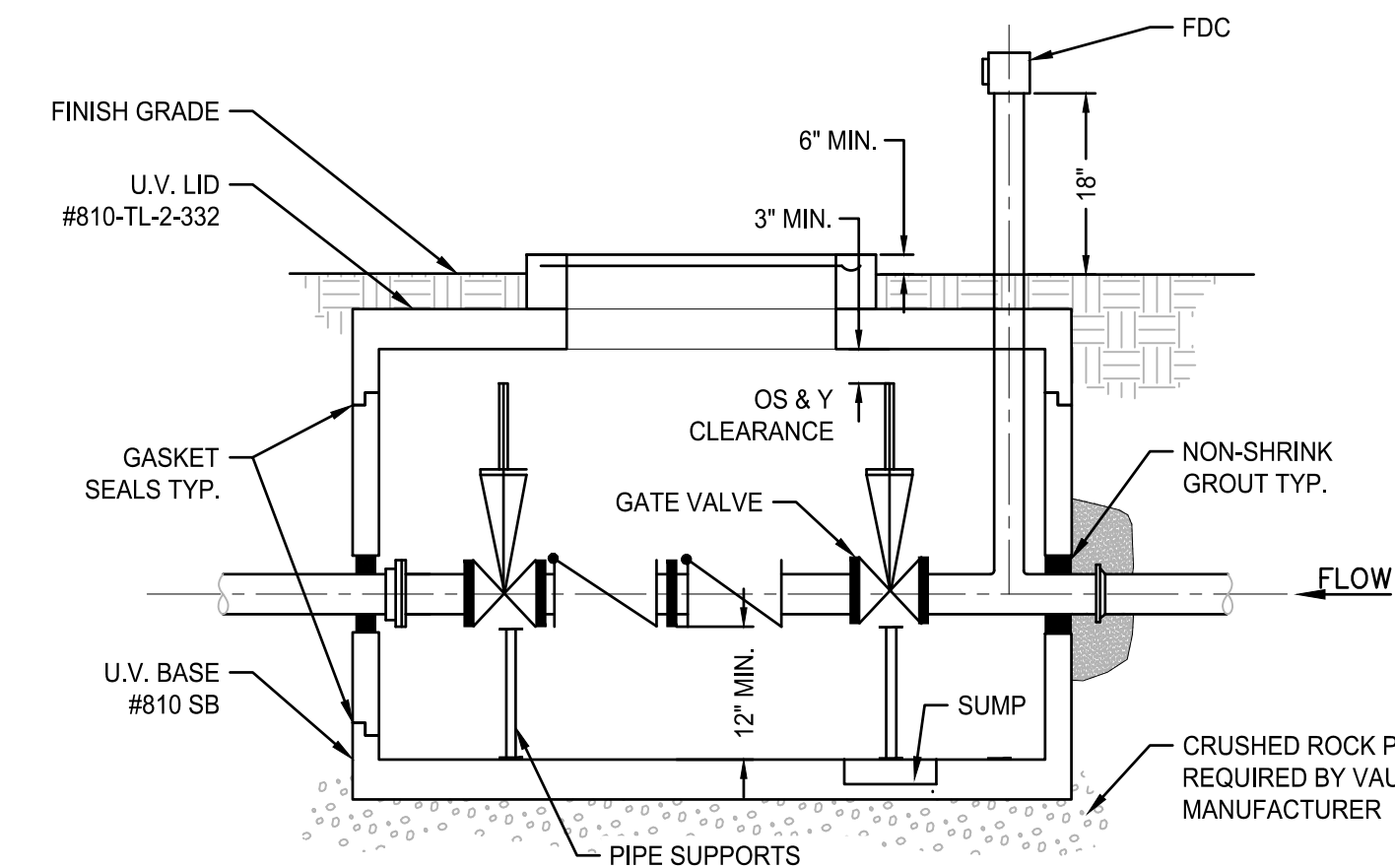
1. CONCRETE THRUST BLOCKING TO BE POURED AGAINST UNDISTURBED EARTH.
2. KEEP CONCRETE CLEAR OF JOINT AND ACCESSORIES.
3. THE REQUIRED THRUST BEARING AREAS FOR SPECIAL CONNECTIONS ARE SHOWN ENCIRCLED ON THE PLAN; e.g. 15 INDICATES 15 SQUARE FEET BEARING AREA REQUIRED.
4. IF NOT SHOWN ON PLANS REQUIRED BEARING AREAS AT FITTING SHALL BE AS INDICATED BELOW, ADJUST IF NECESSARY, TO CONFORM WITH TEST PRESSURE(S) AND ALLOWABLE SOIL BEARING STRESS (ES) STATED IN THE SPECIAL SPECIFICATIONS.
5. BEARING AREAS AND SPECIAL BLOCKING DETAILS SHOWN ON PLANS TAKE PRECEDENCE OVER BEARING AREAS AND BLOCKING DETAILS SHOWN ON THIS STANDARD DETAIL.

			TEE PLUGGED ON RUN				
FITTING SIZE	TEE, WYE, PLUG, OR CAP	90° BEND PLUGGED CROSS	A1	A2	45° BEND	22½° BEND	1½" BEND
4	1.0	1.4	1.9	1.4	1.0		
6	2.1	3.0	4.3	3.0	1.6	1.0	
8	3.8	5.3	7.6	5.4	2.9	1.5	1.0
10	5.9	8.4	11.8	8.4	4.6	2.4	1.2

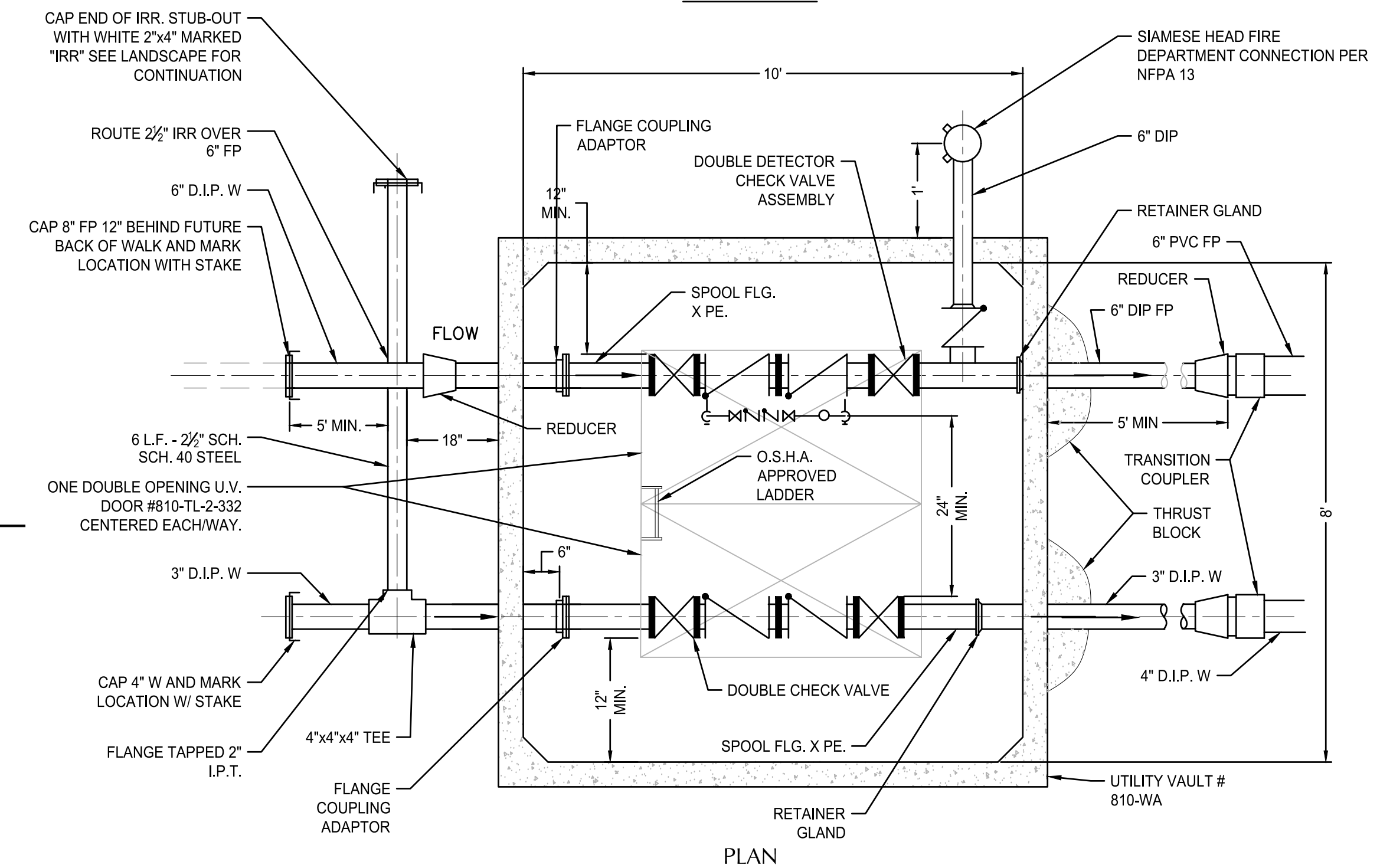
NOTE:
 ABOVE BEARING AREAS BASED ON TEST PRESSURE OF 150 p.s.i. AND AN ALLOWABLE SOIL BEARING STRESS OF 2000 p.s.i.. TO COMPUTE BEARING AREAS FOR DIFFERENT TEST PRESSURE AND SOIL BEARING STRESSES, USE THE FOLLOWING EQUATION: BEARING AREA = (TEST PRESSURE/150)X(2000/ SOIL BEARING STRESS)X(TABLE VALUE).

THRUST BLOCK

SCALE: NTS



SECTION A-A



PLAN

1 FIRE SERVICE AND DOMESTIC WATER VAULT

SCALE: NTS



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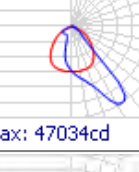
PRELIMINARY
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30% DESIGN DRAWINGS

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DRAWN BY:	MR/KY	
CHECKED BY:	MM	
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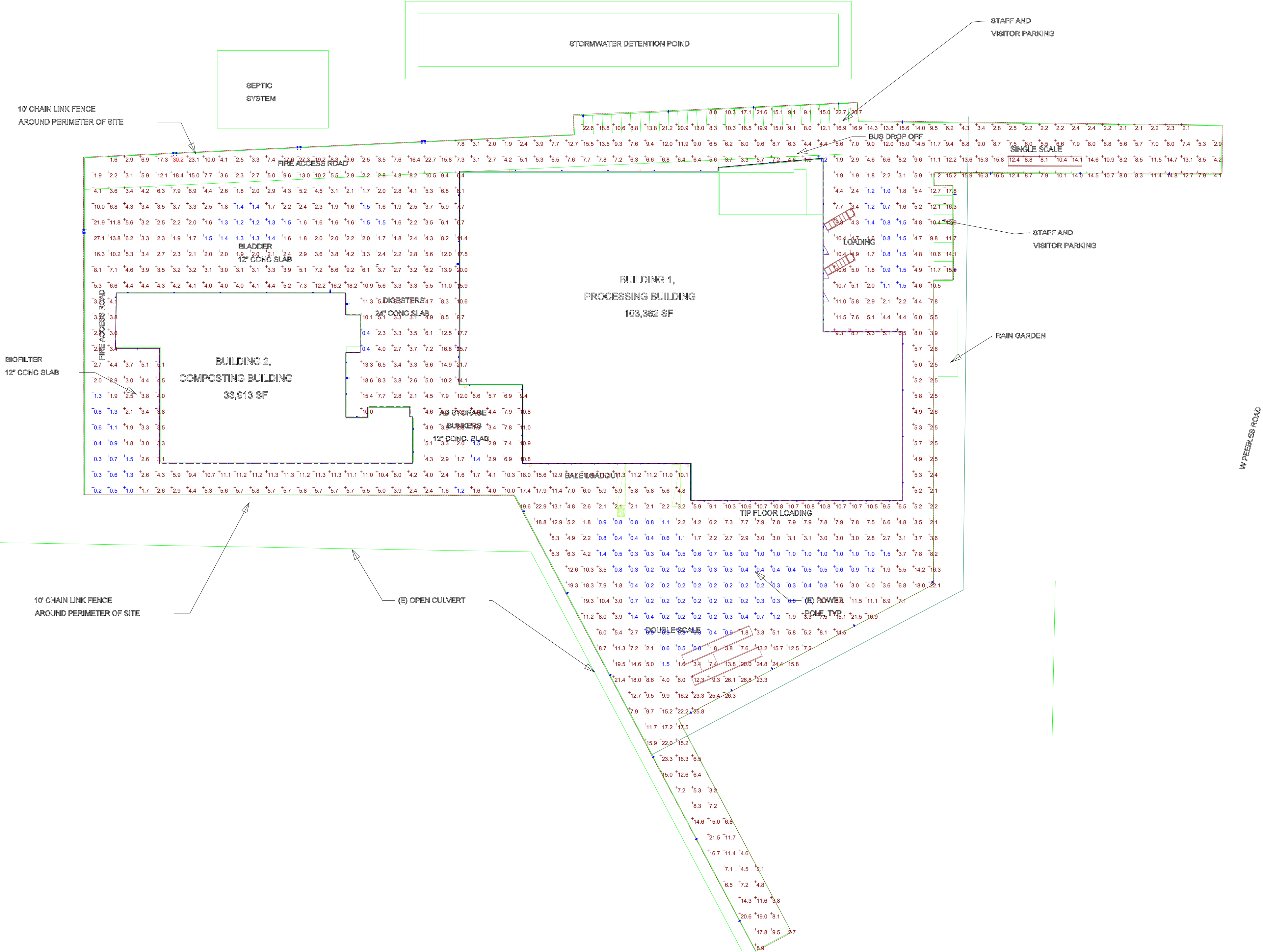
CIVIL DETAILS

C3.20

Schedule											
Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage	Plot
	A		72	Lithonia Lighting	WPX3 LED 40K Mvolt	WPX3 LED wallpack 9000lm 4000K color temperature 120-277V	1	9270	1	72.33	 Max: 3777cd
	B		0	Lithonia Lighting	RSXF4 LED P4 40K AWFd	RSX Floodlight Luminaire Size 4 P4 Lumen Package 4000K CCT Type AFWd Distribution	1	57422	1	430.6189	 Max: 47034cd
	C		5	Lithonia Lighting	TFX4 LED 40K Mvolt	TFX4 LED Floodlight MVolt 40,000lm	576	40315	1	295.4	 Max: 14056cd
	D		4	Lithonia Lighting	TFX4 LED 40K Mvolt	TFX4 LED Floodlight MVolt 40,000lm	576	40315	1	590.8	 Max: 14056cd
	B1		21	Lithonia Lighting	RSXF4 LED P4 40K WFL	RSX Floodlight Luminaire Size 4 P4 Lumen Package 4000K CCT Type WFL Distribution	1	56215	1	430.6189	 Max: 23933cd

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
SITE BHS MRF	+	6.6 fc	30.2 fc	0.2 fc	151.0:1	33.0:1





BHS - MRF Site & Exterior Buildings

Designer

Date
08/11/2023

Scale
Not to Scale

Drawing No.

Summary



BHS - MRF Site & Exterior Buildings

Designer

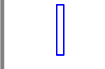
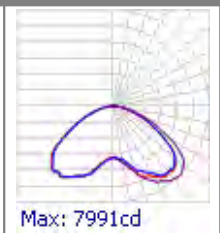
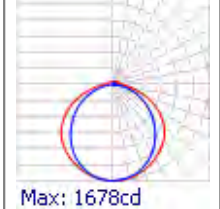
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08/11/2023

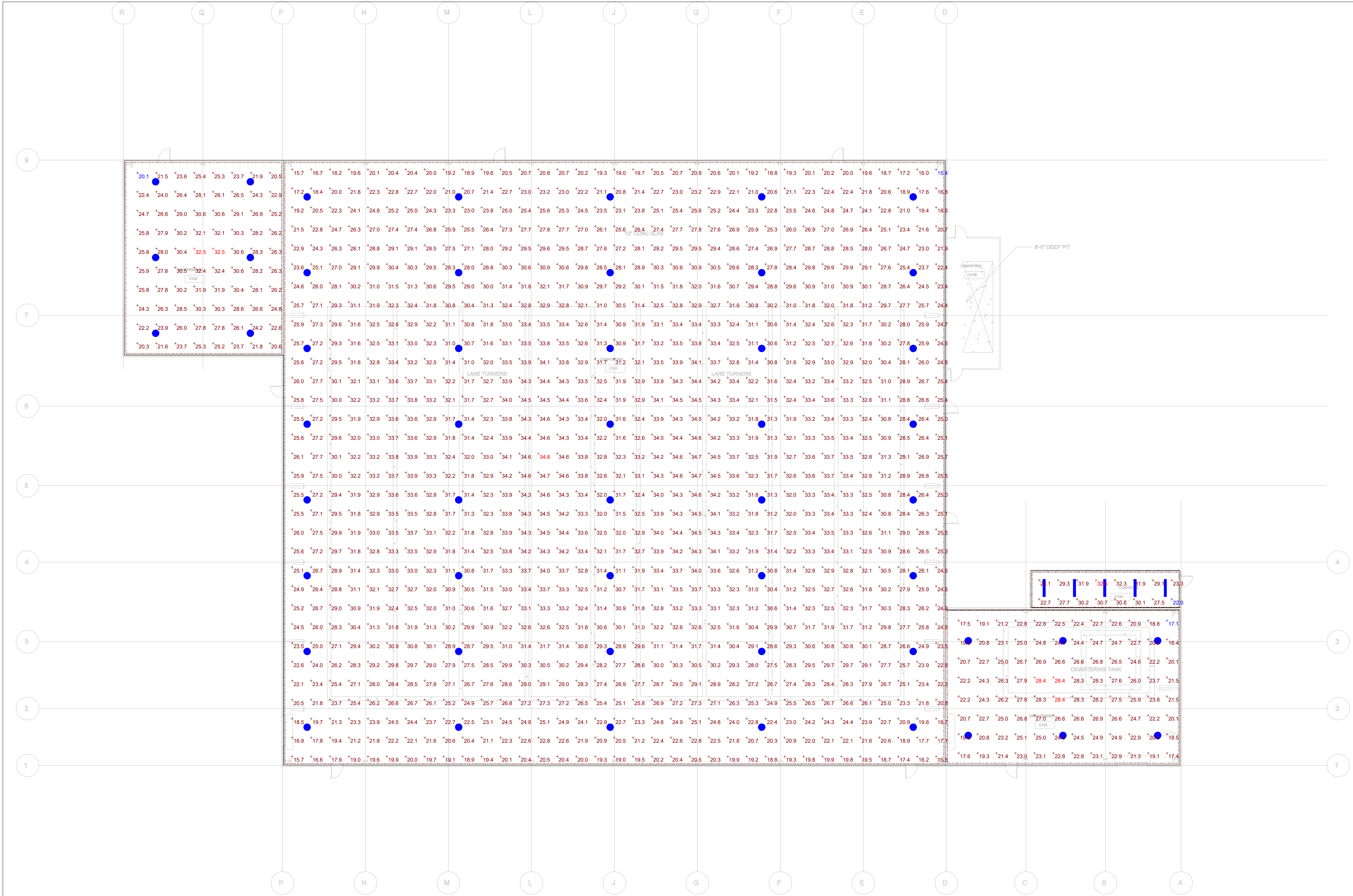
Scale
Not to Scale

Drawing No.

Summary

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Composting Room	+	28.7 fc	34.8 fc	15.4 fc	2.3:1	1.9:1
Control Room	+	28.5 fc	32.5 fc	22.0 fc	1.5:1	1.3:1
Dewatering Room	+	23.6 fc	28.4 fc	17.1 fc	1.7:1	1.4:1
Maint. Room	+	26.8 fc	32.5 fc	20.1 fc	1.6:1	1.3:1

Schedule										
Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage
	A		52	Lithonia Lighting	JHBL 30000LM GL WD 50K 80CRI	JHBL high bay, 30000 lumens, glass lens, wide distribution, 5000 K, 80 CRI	1	27614	1	221.43
	B		5	Lithonia Lighting	VAP 6000LM FST WD 50K 80CRI	VAP LED with BLT Gen 2 Boards	1	5487	1	49.31
										
										



Plan View
Scale - 1" = 16ft



NEW WAY ELECTRIC INC.
541-686-2365

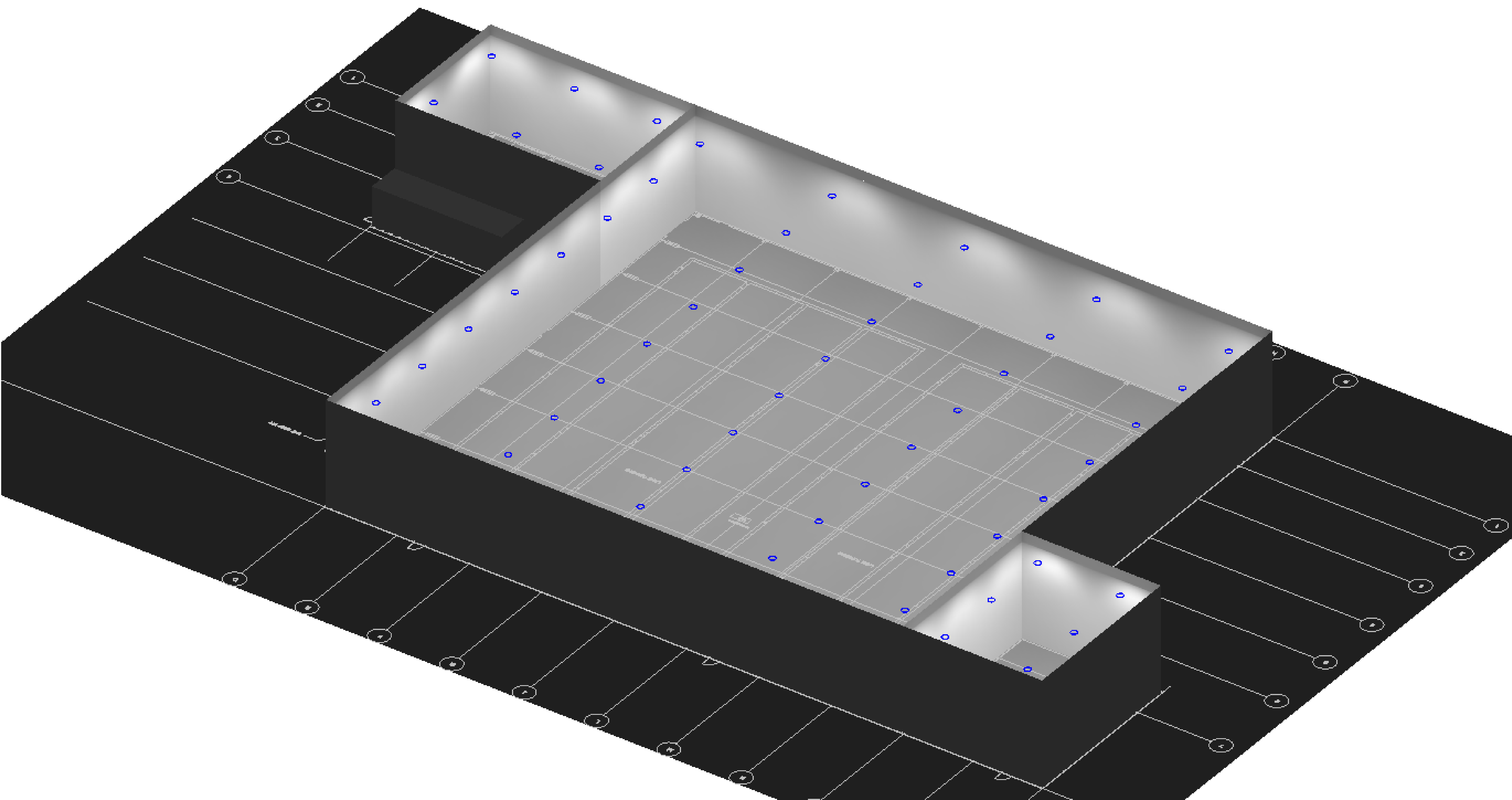
Commercial
Industrial
Design/Build
Energy
Conservation

SERVING
OREGON
SINCE 1979

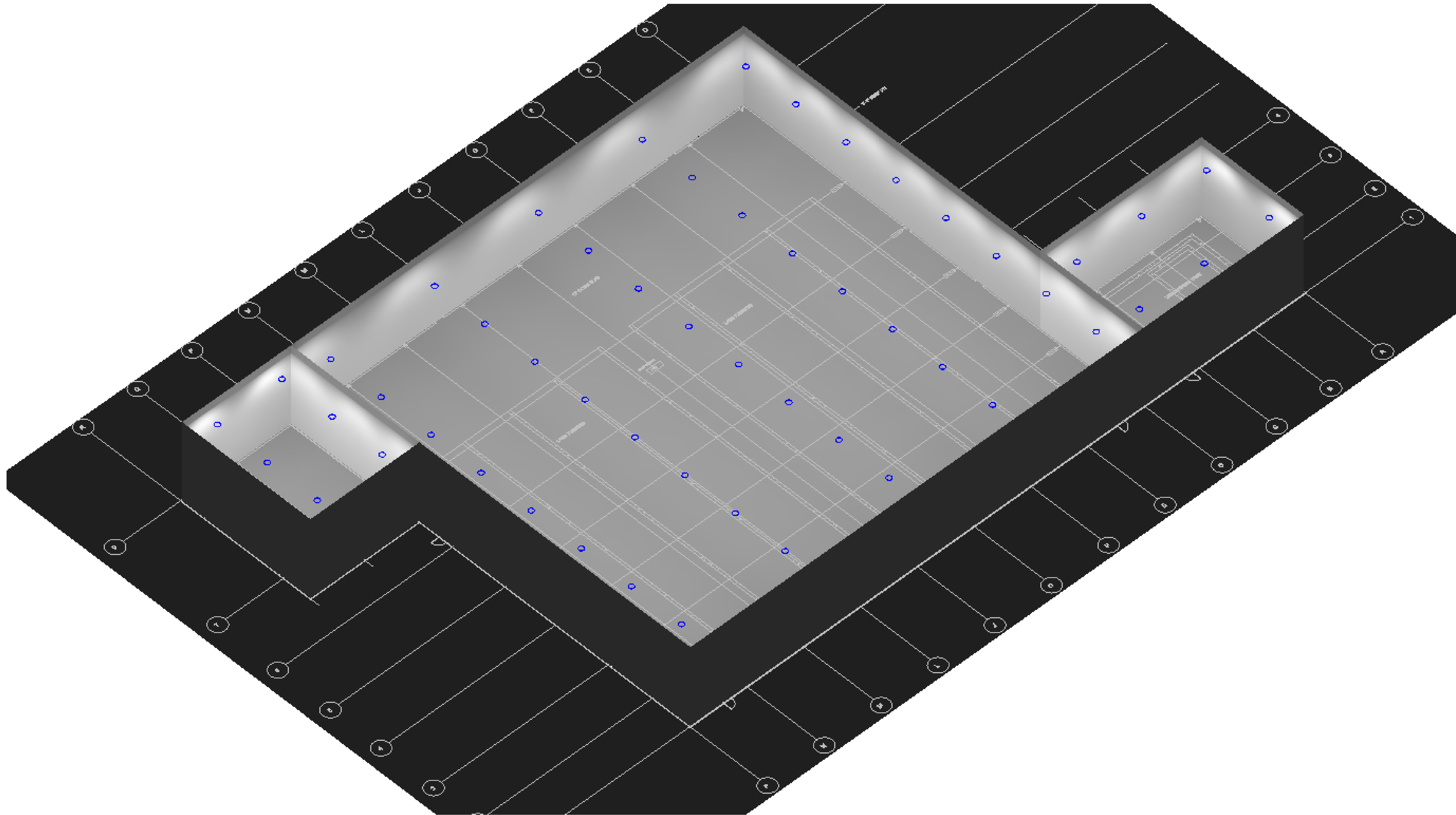
CCM 1000

BHS-MRF
Composting Building

**BHS-MRF
Composting Building**

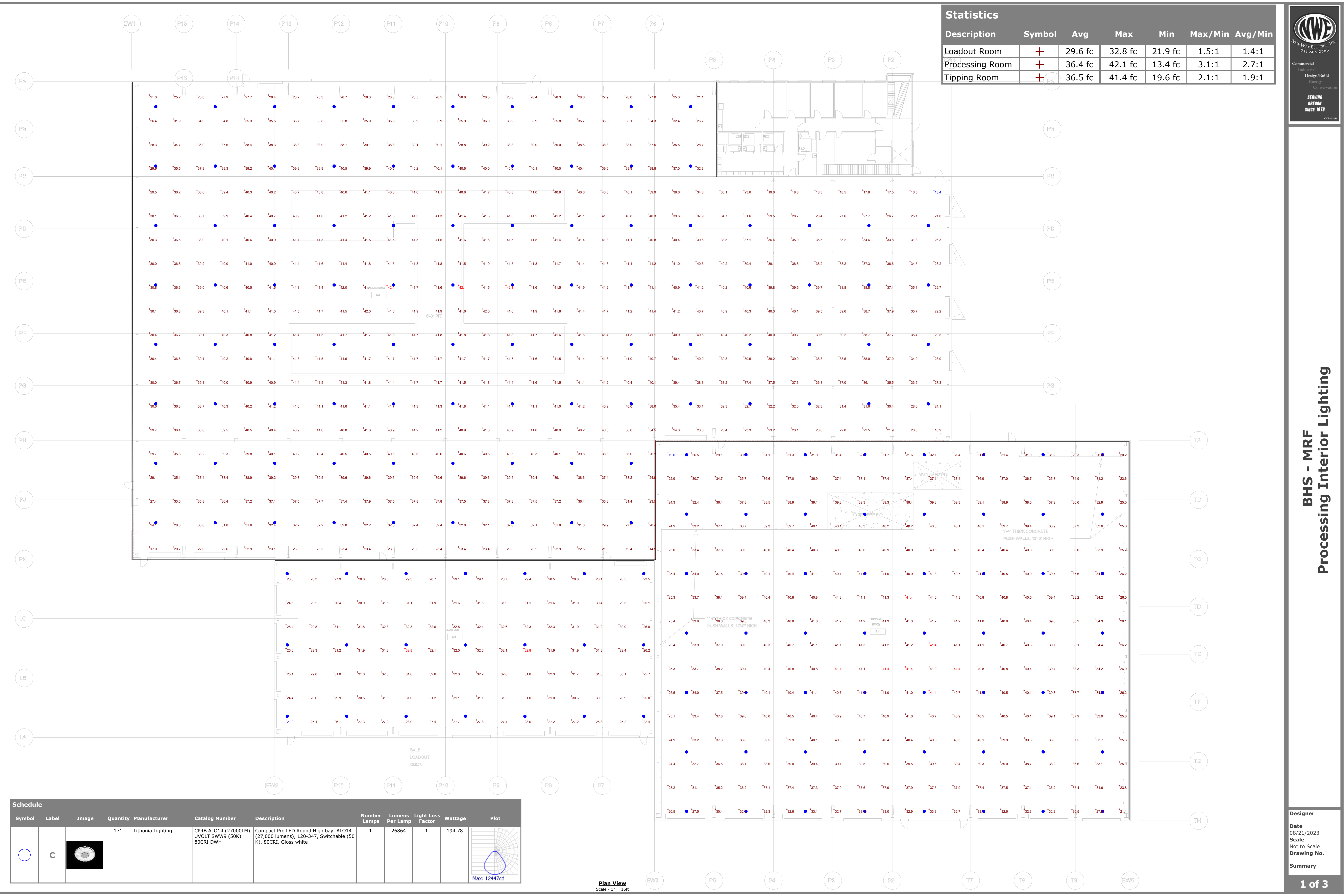


Current View



Current View

**BHS-MRF
Composting Building**



Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Loadout Room	+	29.6 fc	32.8 fc	21.9 fc	1.5:1	1.4:1
Processing Room	+	36.4 fc	42.1 fc	13.4 fc	3.1:1	2.7:1
Tipping Room	+	36.5 fc	41.4 fc	19.6 fc	2.1:1	1.9:1

Schedule											
Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage	Plot
	C		171	Lithonia Lighting	CPRB ALO14 (27000LM) UVOLT SWW9 (50K) 80CRI DWH	Compact Pro LED Round High bay, ALO14 (27,000 lumens), 120-347, Switchable (50 K), 80CRI, Gloss white	1	26864	1	194.78	 Max: 12447cd

Plan View
Scale - 1" = 16ft

NEW WAY ELECTRIC INC.
541-686-2365

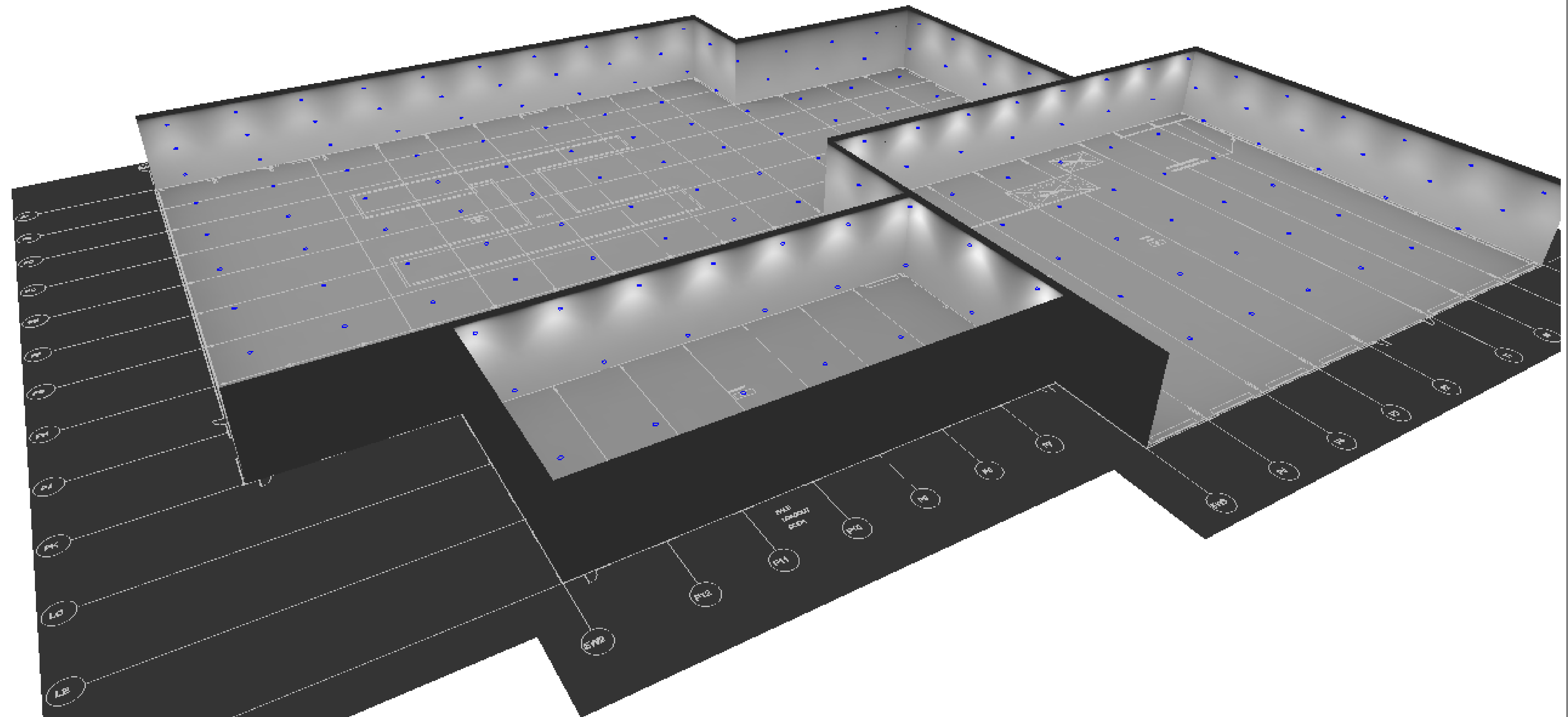
Commercial
Industrial
Design/Build
Energy
Conservation

SERVING
OREGON
SINCE 1979

CCM 1008

BHS - MRF
Processing Interior Lighting

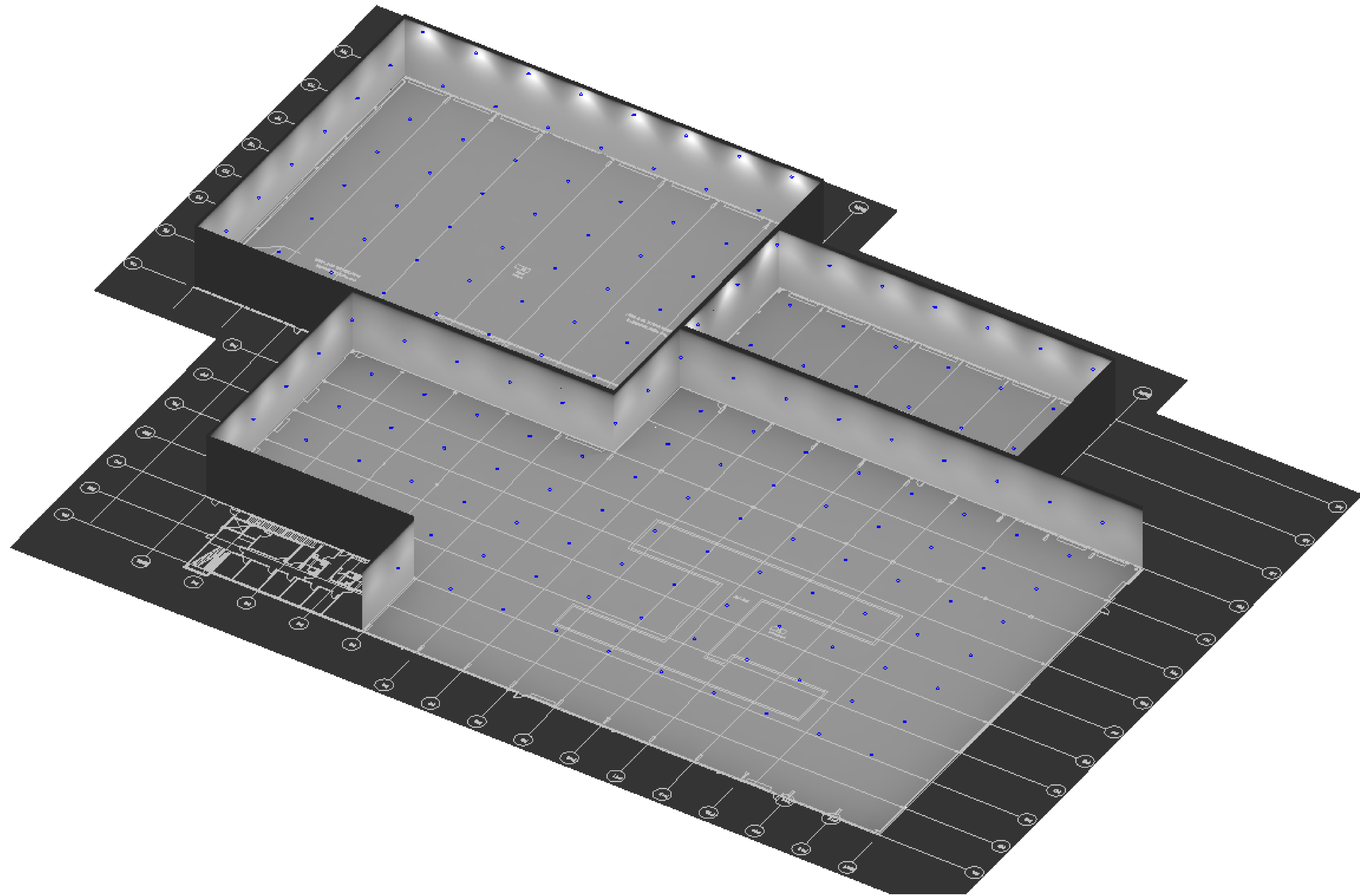
Designer
Date
08/21/2023
Scale
Not to Scale
Drawing No.
Summary



Current View

BHS - MRF Processing Interior Lighting

Designer
 Date
 8/21/2023
 Scale
 Plot to Scale
 Drawing No.
 Summary

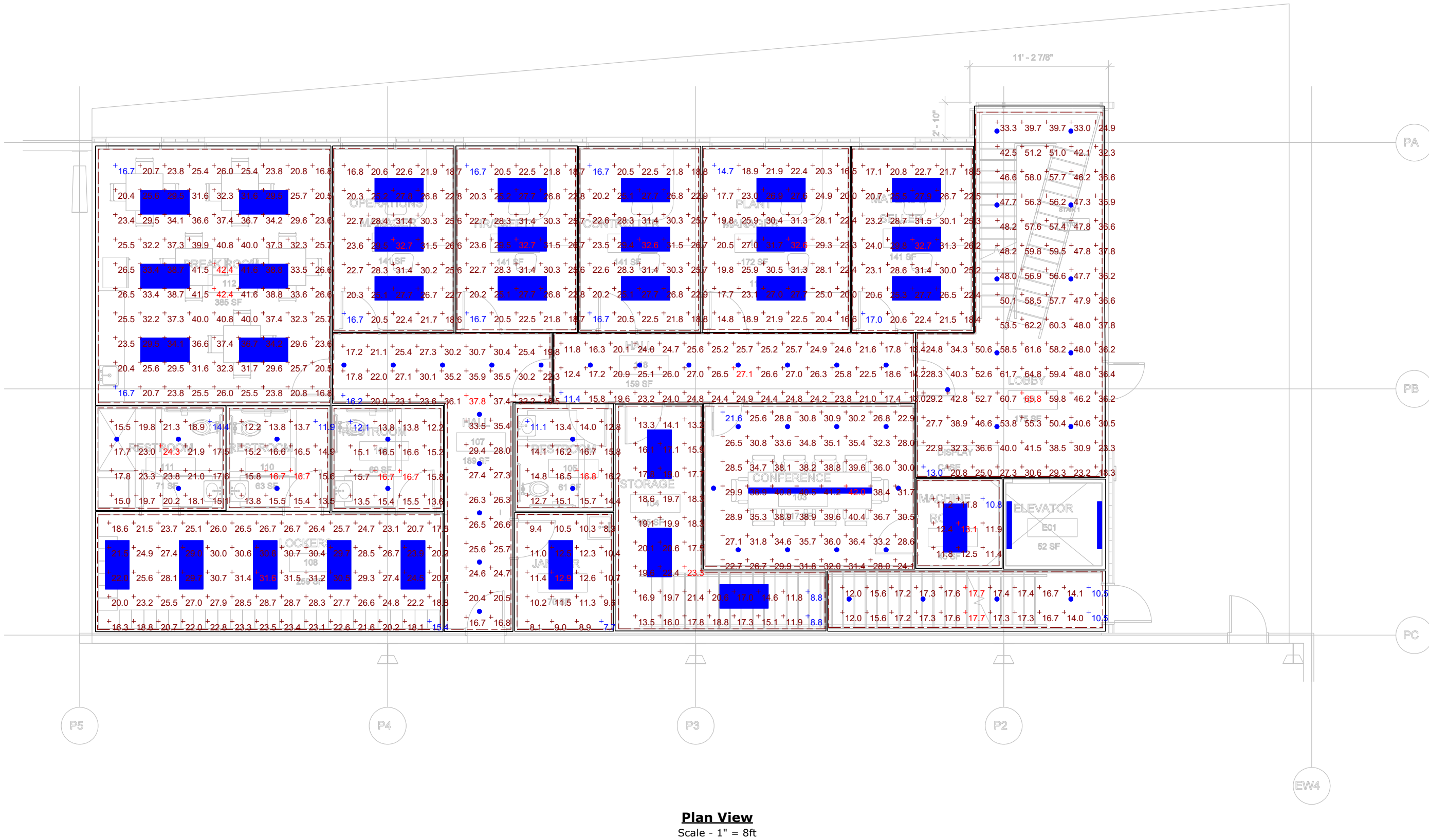


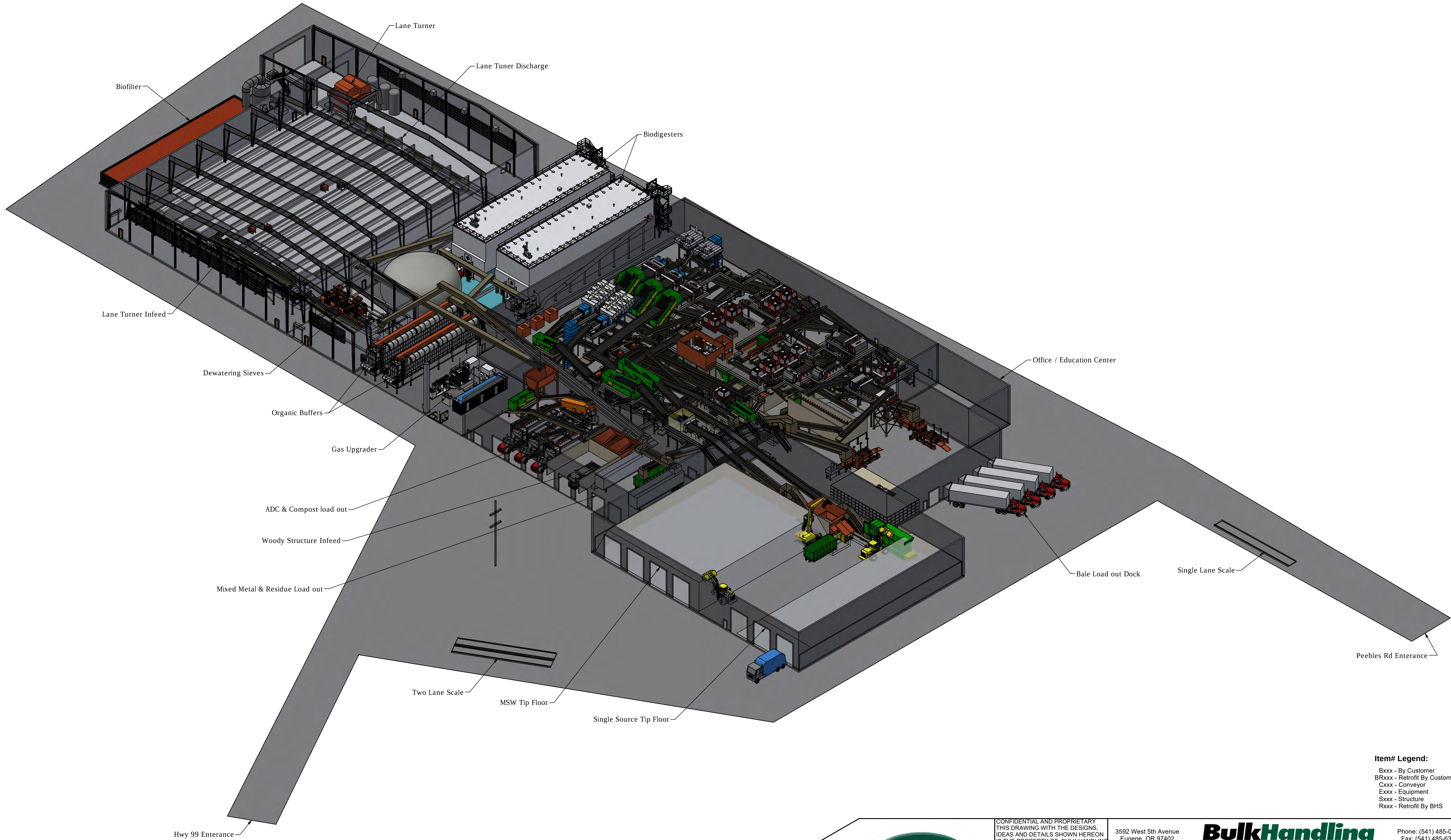
Current View

BHS - MRF
Processing Interior Lighting

Schedule										
Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage
	A4		31	Lithonia Lighting	STAK 2X4 4000LM 80CRI 35K COL MVOLT	Recessed Center Element LED Lay in, 2ftX4ft, 4000 Nominal Lumens, 80 CRI, 3500K, Curved Opal Lens, 120-277V	1	4128	1	33.2
	A2		0	Lithonia Lighting	STAK 2X2 3000LM 80CRI 35K COL MVOLT	Recessed Center Element LED Lay in, 2ftX2ft, 3000 Nominal Lumens, 80 CRI, 3500K, Curved Opal Lens, 120-277V	1	3141	1	24.1482
	D1		40	Lithonia Lighting	LBR4 ALO1 (1000LM) SWW1 (3500K) AR LSS WD 80CRI	4 INCH LBR DOWNLIGHT 1000LM 3500K CLEAR SEMI-SPECULAR WIDE 80 CRI	1	1164	1	12.99
	L10		1	Peerless Lighting	BRM9L 10FT 80CRI 35K ID500LMF 40/60	BRM9L 10FT 80CRI 35K ID500LMF 40/60	1	4158	1	36.4
	D2		11	Lithonia Lighting	LBR4 ALO2 (2000LM) SWW1 (3500K) AR LSS WD 80CRI	4 INCH LBR DOWNLIGHT 2000LM 3500K CLEAR SEMI-SPECULAR WIDE 80 CRI	1	2268	1	25.02
	ELV		2	Lithonia Lighting	FMLWL 48 840 ZT MVOLT	FMLWL 4ft, 4000K CCT, 0-10V Dimming, Multi Volt	1	4682	1	41.44

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Break Room 112	+	30.3 fc	42.4 fc	16.7 fc	2.5:1	1.8:1
Conference 103	+	32.8 fc	42.0 fc	21.6 fc	1.9:1	1.5:1
Controller 115	+	24.8 fc	32.6 fc	16.7 fc	2.0:1	1.5:1
Hall 107	+	26.4 fc	37.8 fc	16.2 fc	2.3:1	1.6:1
Hall 118	+	21.9 fc	27.1 fc	11.4 fc	2.4:1	1.9:1
HR / Safety 114	+	24.8 fc	32.7 fc	16.7 fc	2.0:1	1.5:1
Janitor 106	+	10.5 fc	12.9 fc	7.7 fc	1.7:1	1.4:1
Lobby 101	+	44.0 fc	65.8 fc	13.0 fc	5.1:1	3.4:1
Locker 108	+	25.2 fc	31.6 fc	15.4 fc	2.1:1	1.6:1
Machine 102	+	11.9 fc	13.1 fc	10.8 fc	1.2:1	1.1:1
Material Seller 117	+	24.8 fc	32.7 fc	17.0 fc	1.9:1	1.5:1
Operations Manager 113	+	24.8 fc	32.7 fc	16.7 fc	2.0:1	1.5:1
Plant Manager 116	+	23.6 fc	32.6 fc	14.7 fc	2.2:1	1.6:1
Restroom 105	+	14.8 fc	16.8 fc	11.1 fc	1.5:1	1.3:1
Restroom 109	+	14.9 fc	16.7 fc	12.1 fc	1.4:1	1.2:1
Restroom 110	+	14.9 fc	16.7 fc	11.9 fc	1.4:1	1.3:1
Restroom 111	+	19.3 fc	24.3 fc	14.4 fc	1.7:1	1.3:1
SMALL STAIRWELL	+	15.8 fc	17.7 fc	10.5 fc	1.7:1	1.5:1
Storage 104	+	17.1 fc	23.3 fc	8.8 fc	2.6:1	1.9:1

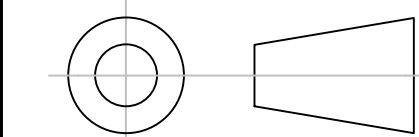




Item# Legend:
Bxxx - By Customer
BRxxx - Retrofit By Customer
Cxxx - Conveyor
Exxx - Equipment
Sxxx - Structure
Rxxx - Retrofit By BHS



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Eugene, OR 97402



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Fax: (541) 485-6341

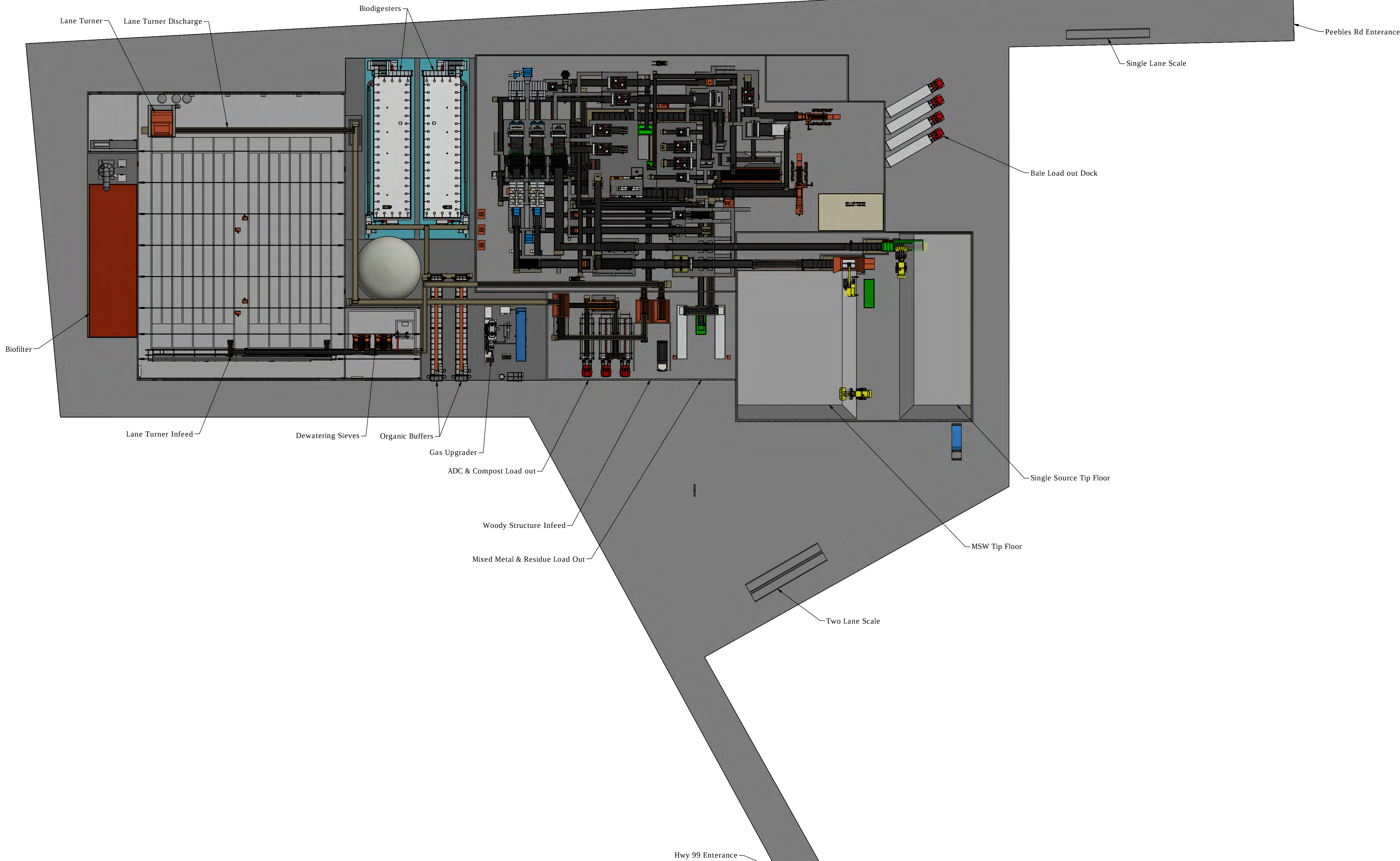
Client: DPW Waste Management Division
Loc.: Lane County Oregon
Title: MRF & Organic Processing
ISO View

Date: 6/23/2023
File: 22-0062-31A1D Site Plan
Proposal#
22-0062

Sales Drawing - For Reference Only

DWG#	31A1D	REV
Sheet	1 of 3	A

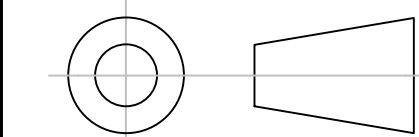
Max-AI™, BHS Bag Breaker®, BHS De-Inking Screen®, BHS Debris Roll Screen®, BHS Metering Bin, BHS NewSorter®, Glass Breaker DR5®, BHS Polishing Screen, BHS FiberPure™, AIRCONOMY®, NRT MultiSort® IR, NRT SpydIR®-R, NRT SpydIR®-T, NRT ColorPlus™, NRT FlakeSort™-C, NRT MetalDirector™, NRT MetalDirector™ Flake, NRT OnlineAnalyzer™, NRT TruSort® with DXRT™, NRT TruSort® with XRF™, In-Flight Sorting®, PET Boost®, SMARTFERM®



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Phone: (541) 485-0999
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Client: DPW Waste Management Division

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Title: MRF & Organic Processing

Plan View

Date: 6/23/2023

File: 22-0062-31A1D Site Plan

Proposal#

22-0062

DWG#

31A1D

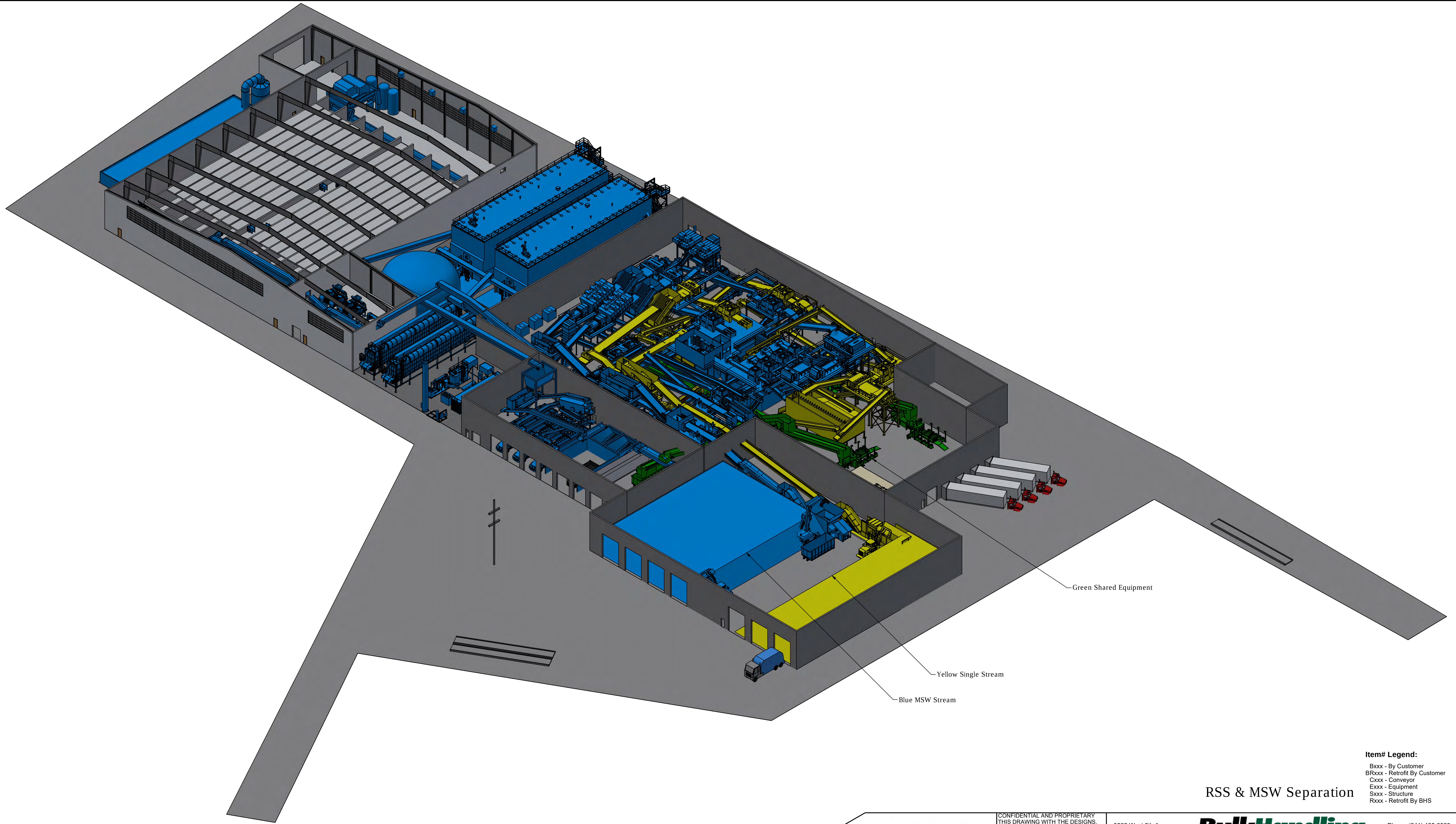
REV

Sheet 2 of 3

A

Sales Drawing - For Reference Only

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RSS & MSW Separation

- Item# Legend:
- Bxxx - By Customer
 - BRxxx - Retrofit By Customer
 - Cxxx - Conveyor
 - Exxx - Equipment
 - Sxxx - Structure
 - Rxxx - Retrofit By BHS

Max-Air™, BHS Bag Breaker®, BHS De-Inking Screen®, BHS Debris Roll Screen®, BHS Metering Bin, BHS NewSorter®, Glass Breaker DRS®, BHS Polishing Screen, BHS FiberPure™, AIRCONOMY®, NRT MultiSort® IR, NRT SpydIR®-R, NRT SpydIR®-T, NRT ColorPlus™, NRT FlakeSort™-C, NRT MetalDirector™, NRT MetalDirector™ Flake, NRT OnlineAnalyzer™, NRT TruSort® with DXRT™, NRT TruSort® with XRF™, In-Flight Sorting®, PET Boost®, SMARTFERM®

MAX-AIR®

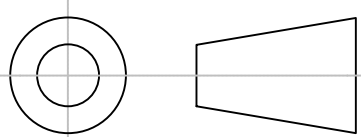
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Eugene, OR 97402

BulkHandling
SYSTEMS

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Fax: (541) 485-6341

Client: DPW Waste Management Division
Loc.: Lane County Oregon
Title: MRF & Organic Processing
RSS & MSW Color Separation

Date: 6/23/2023
File: 22-0062-31A1D Site Plan
Proposal#
22-0062

Sales Drawing - For Reference Only

DWG#	31A1D	REV
Sheet	3 of 3	A

