

Morrow County Board of Commissioners Meeting Minutes
August 2, 2023
Morrow County Government Center
Irrigon, Oregon

Present In-Person

Chair David Sykes, Commissioner Jeff Wenzholz, Commissioner Roy Drago Jr., Roberta Vanderwall, Valerie Ballard, Justin Nelson

Present Via Zoom

Staff: SaBrina Bailey-Cave, Mike Gorman, Yvonne Morter, Lindsay Grogan, Deona Siex, Erin Anderson, Jaylene Papineau, Melissa Camarillo, Stephen W, Stephanie Case; Non-Staff: Erika Lasater, JC Flint, Matt Jensen, Brenda P, Andrea Di Salvo, S Thompson, Raymond Akers

Call to Order & Pledge of Allegiance: 9:00 a.m.

City & Citizen Comments: None

Open Agenda: No Items

Consent Calendar:

Public Hearing:

Community Development Block Grant Application – Umatilla-Morrow Head Start, Inc. Chair Sykes Introduces Umatilla-Morrow Head Start’s Community Development Block Grant program by reading the public notice in its entirety.

Presented by Dan Daltoso, COO Umatilla-Morrow Head Start, Aaron Treadwell CEO Umatilla-Morrow Head Start. Umatilla-Morrow Head Start (UMHS) is requesting \$1.5 million in a Community Development Block Grant. The budget is a rough estimate and UMHS will cover additional costs exceeding the grant amount. Plans for the new building include modular construction and the board is presented with examples of modern modular construction. One example is a building in Hermiston. The building doesn’t look like a typical modular building, but it is modular construction. Modular construction is less expensive than stick built construction and why they are considering modular construction for the building grant. A conditional use permit will be needed and architectural needs will be met for the facility, resulting in a building the community, city of Irrigon, and county can be proud of.

Chair Sykes asks for additional comment from A. Treadwell. No additional comment.

Chair Sykes asks the Board of Commissioners for additional comments.

Commissioner Wenzholz notes that the building examples don’t look like typical modular buildings. D. Daltoso confirms and further explains that the example building has three

classrooms and would like the new building to be a cohesive addition and “what a school would look like typically”.

Aaron Treadwell adds the growth modular building and design has undergone. Modular construction looks very different from what it looked like 30 years ago

Chair Sykes asks for comments in favor, opposition, or neutral comment. None in person. Call for comment from zoom participants.

Nick Ducote county grant writer comments via Zoom offering additional clarification on the block grant program if needed. The County is the grant applicant working with UMHS regarding what is needed. Chair Sykes confers with Interim County Administrator Roberta Vanderwall who will work with future County Administrator, Matt Jensen on the project.

Chair Sykes closes for public testimony.

Commissioner Drago believes it will be a good addition. Commissioner Wenholz asks DA Justin Nelson if a motion is needed to move forward. Commissioner Wenholz requests to move motion forward for the community block grant. Commissioner Drago seconds. Chair Sykes moves second to approve. Unanimous vote in favor and motion is carried.

Heppner Rural Fire Protection District:

Chair Sykes introduces Order No. OR-2023-4 Ordering the annexation of territory to the Heppner Rural Fire Protection District. Justin Nelson DA presenting staff report on two land owners who want adjacent property added within the fire protection district’s boundaries. Mike Gorman from Assessment and Taxation confirms the properties border the current fire district lines.

Chair Sykes opens the public hearing, asks for public comment. No comments. Commissioner Wenholz makes motion to approve Order No. OR-2023-4. Commissioner Drago Seconds, unanimous yes and motion is carried.

Business Items.

- A. 4-H Report by Oregon State University summer intern Grace Ogden, second year student at Oklahoma State University studying Animal Science. Grace presented a PowerPoint highlighting what she has done during her internship. Projects include Morrow County Fair preparation, assisting Larry Lutchter with experimental growing plots with the extension service, Ag in the Classroom with Heppner daycare, and putting on the Cloverbud Rodeo and 4-H camp. Grace was in FFA while in high school and being able to work in Ag Education is “A dream come true”. The summer internship has provided industry connections and learning opportunities.
- B. Columbia River Heritage Trail Sign Report by Caren Cardenas senior at Irrigon High School. The project focuses on replacement faded, damaged, and vandalized signs, stickers, metals, panels, and frames throughout the trail. 50 new stickers and metals produced by Sykes Publishing are being replaced by community and Amazon Web

Service volunteers. Sites with interpretive panels have vandalized, weather damaged, and otherwise illegible panels, but the frames are in good structural condition. Grants have been applied for and a Request for Proposal has been submitted with Sea Reach LLC, awarded the contract designing replacement panels. Examples of illegible panels compared to the replacement images highlight the need for the new signs. Brochures will be available with QR codes that will take users to a map of the Columbia River Heritage Trail and will be available at local businesses and libraries. Completion is estimated for August 2024.

- C. Intergovernmental Agreement with Amazon Data Services, Inc., Strategic Investment Program Distribution of Community Service Fee. Justin Nelson DA presents. Community Service Fee is set amount up to \$2.5 million/year broken up between taxing districts. County receives set amount up to \$500,000.00 and further distributed amongst the taxing district. Commissioner Drago makes motion to approve, Commissioner Wenholz seconds, Unanimous yes, motion carried.
- D. Public Well Testing Robin Canaday Public Health Director. Office of Resilience and Emergency Management canvassed Morrow County well users 7/17-25. 676 homes were contacted and 136 water samples were collected for testing. Roughly 15% of county members still need to be contacted and more data is being collected. State of Oregon will bring in toxicologists and epidemiologists for an open house to address questions and concerns of citizens on August 24 at Riverside High School with children's activities and free school supplies. Morrow County has received support from Oregon Health Association as well as Umatilla County whom Morrow County has contracted with for environmental health. Commissioner Wenholz suggested making a special meeting for well testing approval or add it to the agenda for the next Board of Commissioners meeting on August 16, 2023

Introduction of new Executive Assistant to the Board of Commissioners Valerie Ballard.

Department Reports

- Road Department Monthly Report: Mike Haugen
- Tax and Assessment Monthly Report: Mike Gorman
- Sheriff Department Report: Melissa Camarillo
- Veteran's Service Report: Stephanie Case

Correspondence: None submitted

Commissioner Reports

Brief reports of activity were provided

Recess until 10:30 for Executive Session

10:30 a.m. Executive Session

Executive Session: Pursuant to ORS 192.660(2)(d) – To Conduct deliberations with persons designated by the governing body to carry on labor negotiations

10:50 a.m. Closed Executive Session

Open Session

Chair Sykes asked for additional business. No further business.

Adjourned: 10:52 a.m.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Last August 31, 2022 the Board of Commissioners approved the purchase of a new paint truck for the Road Department. As part of the contract, travel to the manufacturer in Orange city, Iowa is included to attend a factory pre-delivery inspection meeting. The contract includes the cost of transportation, lodging and meals for two (2) customer employees. The meeting is scheduled for August 28-29.

2. FISCAL IMPACT:

The travel is included in the purchase of the paint truck

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to approve two (2) Road Department Employees to travel to Orange City, Iowa to attend a pre-delivery inspection meeting.

Attach additional background documentation as needed.

A. Travel Policy

The purpose of this policy is to provide guidelines for the reimbursement of necessary, out-of-pocket expenses incurred in the course of an employee's job performance. Morrow County hereby adopts an "accountable plan" whereby: 1) all expenses must have a business connection, 2) expenses must be substantiated, and 3) unspent amounts must be returned. It is the intent of this policy that travelers will select the lodging, meals, and method of transportation most economical to the County.

Transportation & Mileage

Travel must be over the most direct and usually traveled route. If an employee travels by an indirect route for personal convenience, or interrupts travel by a direct route, the employee will bear the extra expense. Travel between home and the workplace is not reimbursable for employees. Mileage will normally be claimed from an employee's workplace. Travel may be requested from an employee's home, rather than from the workplace if it is economically beneficial to Morrow County.

Travel of employees on official business shall whenever possible and practical, be by County-owned vehicle. Reimbursement is available for employees (elected and non-elected), and members of various boards and commissions, if travel has been approved and budgeted by that board or commission. Employees must furnish a record of where, when and why they traveled on business in order to receive the mileage allowance. The employee, board, or commission member will be responsible for ensuring that sufficient accident and injury insurance coverage exists on their private auto to cover the employee's liability for accident or injury.

Employees will be reimbursed for authorized use of their personal vehicles at the rate established by the Internal Revenue Service if there is not a County vehicle available. Employees who have a County vehicle available to them and choose to use their private auto for personal convenience will be reimbursed at 50% of the IRS per mile rate. Reasonable parking costs are also reimbursed upon submission of receipts on an expense report. Any traffic citations or court-ordered fees relating to driving or parking offenses (including parking tickets) are the responsibility of the employee and will not be reimbursed by Morrow County. If two or more employees ride together, only one may be reimbursed for mileage.

Out-of-State Travel

Due to the expense, out-of-state travel (defined as traveling beyond Oregon, Washington, and Idaho) should be rare and should be undertaken only when there is no viable in-state alternative. All out-of-state travel requires advance notice either during the Budget process or presented to the Board of Commissioners 30 days in advance of the travel date, or as soon as you have been notified of expected travel plans. Emergency out-of-state travel by Sheriff's Office or District Attorney's Office personnel for official law enforcement or prosecutorial business, including but not limited to prisoner extradition or witness interviews may be approved by the Sheriff or District Attorney with notice to the County Administrator and with no further approval required.

Requests for out-of-state travel will be considered on a case-by-case basis. In general, out-of-state travel shall be approved under the following circumstances:

- It is for training that is directly related to an employee's essential job functions and no comparable training is available in-state or is not provided in-state in a timely manner.
- It is for continuing education or accreditation required for a professional license or certification an employee must maintain and no comparable programs are available in-state or are not provided in-state in a timely manner.
- It is for an annual conference of a professional association that provides unique training or educational opportunities for an employee who is a member of the association.
- It is for the furtherance of Morrow County interests before other government agencies with legislative or financial control over matters expected to impact Morrow County.

Use of private or rental airplanes must be authorized by the County Administrator.

Use of other modes of public transportation (commercial airplanes, taxis, buses, rental cars, railways, shuttles, etc.) is reimbursed at actual cost. Employees will select the class of transportation most economical to the county. Receipts must be provided to receive reimbursement.

Any and all employee travel must be authorized by their Department Director or Elected Official. Travel reimbursements paid from outside of Morrow County may be approved with notice to the County Administrator.

Drivers of County-owned vehicles shall obey all traffic and speed laws. No alcoholic beverages shall ever be carried in a County-owned vehicle except as required for evidence by law enforcement officials.

Vehicle Use

No personal use of County vehicles – Morrow County provides vehicles, either owned or leased by Morrow County, to employees for County business use except as authorized below:

- When the vehicles are not being used, they must be kept on the employer's premises, except when they are temporarily located elsewhere, such as for repairs.
- Employees may not use the vehicles for personal purposes except for de minimis use.

No personal use of County vehicles required to be used for commuting – The Morrow County Board of Commissioners hereby requires all of the employees listed below to commute to and from work in the following vehicles assigned to them:

- Marked police vehicles assigned to Sheriff Deputies.
- Unmarked law enforcement vehicles assigned to the Sheriff, Undersheriff, Detectives, District Attorney, and Deputy District Attorney (when acting as on-call counsel).
- Marked, specially equipped pickups assigned to the Public Works Director and the Assistant Road Master.
- Marked, specially equipped pickup assigned to the General Maintenance Supervisor, when due to inclement weather, the sanding or snow plow equipment is attached.

This policy hereby prohibits the employees listed above from any personal use other than commuting or de minimis personal use.

Commissioner Vehicle Policy

A County-owned vehicle may be assigned to each member of the Board of Commissioners. County-owned vehicles that are assigned to individual Commissioners under this Section shall be used for County business purposes only and may be parked overnight at a County owned facility.

Meals

Receipts for meals are required and must be attached to the claim form for reimbursement or payment. Receipts shall show the detail of services purchased or if not available, a written explanation by the employee can be attached. No more than a 15% gratuity will be reimbursed. Alcohol beverages are not allowable expenses.

If two or more employees are attending a function outside of Morrow County, one employee can pay for another employee's meal and turn in both for reimbursement or payment. The cost of each meal should be clearly broken out.

When traveling outside of Morrow County, meal expenses will be allowed for travel that is both out-of-county and overnight, and for meals not provided by the conference, training, meeting or hotel. Request for payment or reimbursement and the associated agenda shall be incorporated in the Travel Expense Reimbursement Claim Form. Employees shall follow the U.S. General Services Administration (GSA) guidelines for breakfast, lunch, and dinner only. GSA rates include gratuity. Claims in excess of GSA rates will be at the employee's expense.

Link to GSA rates: <http://www.gsa.gov/portal/category/100120>

When the travel period is less than 24 hours, the following guidelines shall be used for payment or reimbursement:

1. Breakfast - if departing prior to 7:00 a.m., or returning after 8:00 a.m.
2. Lunch - if departing prior to 12:00 noon, or returning after 1:00 p.m.
3. Dinner - if departing prior to 6:00 p.m., or returning after 7:00 p.m.

When travel is overnight, the County will reimburse or pay up to the total daily meal rate maximum allowed by GSA, unless a meal is sponsored by the conference, training meeting for that day.

When Traveling in County

Meal expenses will be reimbursed by the County only as provided in this section.

1. Directly Related. The meal is combined with the conduct of County business, County business is actually conducted during the meal period, and there is more than a general expectation that some County benefit will be derived from the combined business and meal meeting; or
2. Trade/Professional Meeting. The meal is directly related to and necessary for attending a meeting, conference or convention of a chamber of commerce, business league or a trade/professional association.

Reimbursement or payment requests must be submitted within 30 days of expenditure, and include original detailed receipts, documentation of the business purposes of the meal, and a list of those attending the meal. GSA meal guidelines shall be followed.

Lodging

Lodging costs are allowed when County business requires an overnight stay. Receipts for lodging are required and must be attached to the claim for reimbursement.

Travel Time

Employees required to travel away from the home community in the performance of their duties will be compensated for travel time as work time, whether driving or a passenger. The expense and demands on the employee of travel time may be mitigated by flexing a normal work schedule to accommodate travel time.

Miscellaneous

Receipts are required for miscellaneous items such as bridge tolls, parking fees, phone calls (for County business), fax charges, etc. Reimbursement is not allowed for entertainment or incidental expenses.

Elected Officials

Whenever a person is duly elected to fill the position of a County elected official but has not yet taken office, their expenses while traveling on authorized County business may be paid or reimbursed by the County in accordance with these policies.

Any exceptions to the travel policy must be approved by the Board of Commissioners.



A DIVISION OF VTS

Box 140, Orange City, Iowa 51041

Phone: 712-737-4016

1-800-373-4016

Fax: 712-737-4148

**MORROW COUNTY PUBLIC
WORKS,
LEXINGTON, OREGON**

PROPOSAL FOR

EZ LINER

**MODEL TS-AL500
AIRLESS PAINT
STRIPING TRUCK**

July 19, 2022

MORROW COUNTY PUBLIC WORKS,
LEXINGTON, OREGON
AIRLESS TRUCK MOUNTED STRIPING MACHINE
PROPOSAL FOR
EZ LINER MODEL TS-AL500
July 19, 2022

TABLE OF CONTENTS

- **Morrow County Public Works' Sourcewell Member ID #130316**
- **EZ Liner's Sourcewell Contract #080521-EZL**
- **Autocar's Sourcewell Contract #060920-ATC**
- **Proposal Cover Letter**
- **Sourcewell Price Sheet**
- **EZ Liner Model TS-AL500 Published Option List Price Sheet**
- **Sourcewell Published Options Price Sheet for EZ Liner Model TS-AL500 Product Code #18A**
- **Specifications for EZ Liner Model TS-AL500 Base Unit Product Code #18A dated 08/05/2021**
- **Morrow County Public Works' Specifications for an Airless Truck Mounted Striping Machine dated 04/29/2022**
- **Comparison Document**
- **Proposed Component Layout Drawing**
- **Technical Information-The technical information packet has not changed from the April 29, 2022 proposal. An additional copy is available upon request.**



Morrow County Public Works
PO Box 428
Lexington, OR 97839-0428

ID# 130316

Is this your organization?

Great news—your organization already has a registered account! Using the ID number provided on this page, you can immediately access Sourcewell awarded contracts by providing this number to the supplier you wish to purchase from.

Update your organization's information

Add a contact for your organization

Need help?

Contact our dedicated Client Development Team at service@sourcewell-mn.gov or 877-585-9706.



Sourcewell for Vendors →



EZ Liner

Roadway Maintenance Equipment

#080521-EZL

Maturity Date: 10/11/2025

Products & Services ▼

Products & Services

Sourcewell contract 080521-EZL gives access to the following types of goods and services:

- Paint striping trucks
- Mid-size paint machinery
- Walk-behind paint machines
- RPM & tape applicator trucks
- Traffic coatings
- Grinding & grooving equipment
- Line removal equipment
- Thermoplastic marking trucks
- Plural component marking truck

- Walk-behind thermoplastic
- Walk-behind plural component
- Walk-behind grinders

Additional information can be found on the vendor-provided, nongovernment websites at:
ezliner.com/sourcewell

Become a Member

Simply complete the [online application](#) or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

[General Contracts](#)

[ezlQC Contracts](#)

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Sourcewell for Vendors →



Autocar

Class 4-8 Chassis with Related Equipment

#060920-ATC

Maturity Date: 08/01/2024


Products & Services ▼

Products & Services

Sourcewell contract 060920-ATC gives access to the following types of goods and services:

- Severe-duty conventional DC-64
- Severe-duty cab-over ACX
- Medium-duty cab-over ACMD
- Vocational trucks: refuse, concrete, & dump
- Terminal tractors & aircraft maintenance trucks
- Street sweepers
- Custom engineering for any configuration
- Power of One OEM factory body integration
- Lifetime 24/7 direct factory service & support

- 7-inch smart display with intelligent diagnostics
- Autocar Always Up App
- Customizable telematics dashboards

Additional information can be found on the vendor-provided nongovernment website at: autocartruck.com/sourcewell 

Become a Member

Simply complete the [online application](#) or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

[General Contracts](#)

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Sourcewell for Vendors →

July 19, 2022

Morrow County Public Works-(Sourcewell Member ID #130316)
 Attn: Mr. Eric Imes, Public Works Director
 365 West Hwy 74
 Lexington, OR 97839

Re: Sourcewell Contract No. 080521-EZL Purchase of EZ Liner
 Model TS-AL500 Truck Mounted Striping Body mounted on an Autocar
 Model ACMD42 chassis-**Price Sheet**

<u>Item</u>	<u>Description</u>	<u>List Price</u>
18A	AL500 Base Unit	\$299,903.00
18A-01-03	Boss 210DUS w/JD Tier 4 ILO Base	9,662.00
18A-03-02	Electric over Hyd Control ILO Base, each \$3,919.00 x 2	7,838.00
18A-04-01	Add'l Paint & Bead Line with Graco Guns, Each	4,391.00
18A-04-08	Graco Paint Gun only w/Gun Raiser, Each \$3,335.00 x 4	13,340.00
18A-07-06	Laser Guidance System	10,126.00
18A-07-11	Deduct for 3'x6' Arrow Board	(5,568.00)
18A-07-17	David Clark 3-Headset Wireless Intercom Sys ILO Base	7,946.00
18A-08-01	Operator Cab, Aluminum Square	32,215.00
18A-08-04	Deduct for Mechanical Line Guide	(4,426.00)
18A-08-05	Aluminum Toolbox, Each	1,119.00
Subtotal		\$376,546.00
7% Discount		(26,359.00)
Net Amount Published Pricing		\$350,187.00
Chassis		
2023 Model Year Autocar Model ACMD42		\$147,780.00
Sourced Goods		
30-Gallon SS Flush Tank w/Disconnect at Each Carriage		\$8,493.00
(2) Tandem Paint Gun Switches for Timers, \$125.00 ea. x 2		250.00
3-Day Training Session		8,310.00
Total for Sourced Goods		\$17,053.00
TOTAL AMOUNT		\$515,020.00
		F.O.B. Orange City, IA*

*At the time of completion, the County can decide whether to come and pick up their truck or have EZ Liner drive out their truck based upon a price quote for the trip.

Respectfully submitted,

EZ LINER



Norm Scholten

Truck Project Design & Bid Manager I

Accepted by:

Morrow County Public Works

Date _____

Signature _____

Name _____

Title _____



July 19, 2022

Morrow County Public Works-(Sourcewell Member ID #130316)
Attn: Mr. Eric Imes, Public Works Director
365 West Hwy 74
Lexington, OR 97839

Re: Sourcewell Contract No. 080521-EZL Purchase of EZ Liner
Model TS-AL500 Truck Mounted Striping Machine

Mr. Imes,

Thank you for the opportunity to submit a proposal to Morrow County Public Works for the purchase of an EZ Liner Model TS-AL500 paint striping body using Sourcewell Contract No. 080521-EZL mounted on an Autocar Model ACMD42 chassis using Autocar's Sourcewell Contract No. 060920-ATC..

As part of this proposal the following information is being provided:

1. Proposal Price Sheet for the paint striping body with Autocar ACMD chassis.
2. A copy of EZ Liner's "Sourcewell Contract No. 080521-EZL-Specifications for EZ Liner Model TS-AL500 Base Unit Product Code #18A dated 08/05/2021".
3. A copy of Morrow County Public Works' "Specifications for an Airless Truck Mounted Striping Machine" dated 04/25/2022.
4. Comparison document comparing EZ Liner's Sourcewell specifications and Morrow County Public Works' specifications summarizing the changes.
5. Technical literature packet outlining what EZ Liner is proposing to provide.

Pricing does not include any taxes or fees. Pricing is good for 30 days. After that date the pricing will have to be reviewed. The anticipated completion date on the County's Model TS-AL500 paint striping is 240 days ARO/120 days after receipt of chassis, pending supply chain disruptions and pending any previously received orders that have filled available build slots.

If you have questions on EZ Liner's proposal, please give Mike Petersen, Territory Sales Manager, a call at 712-360-2108. EZ Liner looks forward to working with Morrow County Public Works by providing quality paint striping equipment supported by superior customer service!

Respectfully submitted,
EZ LINER



Norm Scholten
Truck Design & Bid Project Manager I



***ACMD42 Class 8
Model Year 2023***

**Prepared For : KENT KUEHN
MIDWAY FORD TRUCK CENTER**

Tuesday, November 30, 2021 2:37:57 PM EST

Table of Contents

Customer Checklist	page 3
Chassis Specification	page 4
Dimensions	page 12
Turning Radius	page 13
Shift Chart	page 14
Operating Range	page 15
Gradeability	page 17
Startability	page 18
Top Speed	page 19
Chassis Standards	page 21

Customer Checklist

11/30/2021

To ensure timely processing of your vehicle purchase, please complete the following checklist by _____.

____ 1. CREDIT APPLICATION

____ 2. TAX STATEMENTS, LAST THREE YEARS

____ 3. DOWN PAYMENT

____ 4. INSURANCE INFORMATION

AGENCY _____

POLICY NUMBER _____

AGENT (WITH PHONE #) _____

____ 5. TRADE-IN INFORMATION

TITLE _____

REMOVE PERSONAL ITEMS, TOOLS, ETC _____

____ 6. _____

Thank you.

11/30/2021

Chassis Specification

		Description	Front Weight	Rear Weight
AUTOCAR TRUCKS				
S	001004	MODEL SERIES	AC MEDIUM DUTY SERIES	0 0
S	003005	MODEL CONFIGURATIONS	4X2 TRUCKS	0 0
S	0040007	MODELS	ACMD42	8,100 3,850
S	5000001	CAB SHELL	SINGLE LEFT HAND DRIVE CAB	0 0
X	100T98	CUSTOMER LAYOUT	NONE	0 0
O	100U200	CUSTOMER TYPE	NJPA/SOURCEWELL	0 0
SOLUTION				
O	C01002	APPLICATION	PAINT STRIPER	0 0
O	C02012	BODY TYPE	PAINT STRIPER	0 0
O	C03002	TERRITORY	WEST COAST	0 0
O	C069999	BODY STYLE	NEW BODY STYLE - ALTER THIS CODE TO SPECIFY	0 0
O	D010180	FRONT GAWR	18000 LBS	0 0
S	D020230	REAR GAWR	23000 LBS	0 0
O	D100410	GVWR	41000 LBS	0 0
VEHICLE ADAPTATION				
O	114013	COUNTRY OF USE	UNITED STATES BPA AND CARB STD MARKET ADAPTATION	0 0
ENGINE				
S	1580001	ENGINE VOCATION	COMMERCIAL - DOMESTIC (DOT)	0 0
O	1014022	ENGINE ASSY	L9, 360 HP / 2200 RPM / 1150 FT -LB, CUMMINS	0 0
O	102360	ENGINE HORSEPOWER RATING	360 HORSE POWER	0 0
O	105002	ENGINE FLYWHEEL HOUSING	SAE NUMBER 2 HOUSING	0 0
O	103003	ENGINE OIL CHECK & FILL	EXTERIOR CHECK AND FILL	0 0
S	4460001	FUEL TYPE	ULTRA-LOW SULPHUR DIESEL FUEL REQUIRED	0 0
O	972A209	SPECIAL EMISSION CERTIFICATION LABELS	EPA AND CARB CLEAN IDLE CERTIFIED (DIESEL)	0 0
ENGINE EQUIP				
O	1310006	BRAKE-ENGINE	CUMMINS VGT EXHAUST BRAKE	0 0

Quote Id : 43296
 Quote Number : Q0043427
 Model : 2023 - ACMD42 Class 8

Prepared by: [Name]
 Midway Ford Truck Center

O	4380016	FILTER-FUEL, CHASSIS MOUNTED	FLEETGUARD FS SERIES F / W SEPARATOR W / HEATER, PROBE & DASH LIGHT	0	0
S	1700003	FILTER-FUEL, ENGINE MOUNTED	SPIN-ON, ENGINE MOUNTED	0	0
S	1750001	ENGINE OIL	STANDARD ENGINE OIL	0	0
O	180024	ENGINE BLOCK HEATER	PHILLIPS 120V 1000 WATT	5	0
O	1810004	HEATER RECEPTICAL LOCATION-ENGINE	RECEPTACLE LOCATED AT CAB STEPS, LH SIDE	0	0
S	2004000	RADIATOR	725 SQ. IN. ALUMINUM	0	0
O	2080001	FAN & DRIVE-ENGINE	2-SPEED FAN	0	0
S	1290004	ENGINE ELECTRONICS	CUMMINS 500K COMMUNICATION	0	0
S	2090001	RADIATOR COOLANT	EXTENDED LIFE COOLANT	0	0
S	2200004	AIR CLEANER	13" ONE STAGE	0	0
S	2304000	MUFFLER SYSTEM	LH VERTICAL SMA	0	0
S	2314000	EXHAUST SHIELDS	LH VERTICAL SMA ALUMINUM	0	0
S	2324016	EXHAUST STACKS	10' STAINLESS STEEL VERTICAL W/RAIN CAP, 4" OD	0	0
S	2354000	EXHAUST PIPING	EXHAUST BLANKETS	0	0
O	2394012	UREA DELIVERY SYSTEM	RH FRAME MTD 12 GAL CAPACITY	0	0
S	700026	AIR COMPRESSOR	CUMMINS WABCO 18.7 CFM COMPRESSOR	0	0
O	8020004	ALTERNATOR	DELCO REMY 36S1 12V 160 AMP	13	0
O	8200003	STARTING MOTOR	DELCO REMY 12V 39 MT W/OCP	0	0
S	P010065	VEHICLE GOVERNED SPEED LIMIT	SPEED LIMIT 65MPH	0	0
O	P020002	ENGINE IDLE SHUT DOWN	ENGINE IDLE SHUT DOWN DISABLED	0	0
O	P030003	CRUISE CONTROL PARAMETER	CRUISE CONTROL ENABLED (LOW SPEED <20MPH)	0	0
S	171013	FILTER-ENGINE OIL BY-PASS	CUMMINS ENGINE OIL FILTER	0	0
S	172007	FILTER-ENGINE OIL FULL FLOW	CUMMINS COMBINATION FULL FLOW/BYPASS	0	0
S	1830001	STARTING AID-GLOW PLUG	GRID HEATER	0	0
O	201002	FAN SHROUD	FAN RING	0	0
S	204002	COOLANT HOSES	SILICONE HOSES WITH STEEL TUBING	0	0

TRANSMISSION

S	2700022	TRANSMISSION	ALLISON 3000 SERIES,6-SPEED	0	0
O	3170031	PTO-TRANSMISSION MOUNTED	PTO PREP - 3000/3500 TRANSMISSION W/ REAR SUPPORT	3	0
S	2580011	VOCATION	ON/OFF HIGHWAY VP223 (RDS 3000 SERIES)(DOES NOT HAVE AUTO-NEUTRAL)	0	0
S	284016	TRANSMISSION CONTROLS	ALLISON PUSHBUTTON CONTROLS	0	0
S	2864000	COOLER-TRANSMISSION OIL	RADIATOR INTEGRATED COOLER	0	0
S	290003	TRANSMISSION OIL FILL/CHECK	OIL FILL TUBE / DIPSTICK W/ LEVEL SENSOR	0	0
O	300011	DRIVESHAFT-MAIN	SPICER 1760HD HALF ROUND	0	0
S	PT10001	TRANS DIRECTION CHANGE SHIFT INHIBIT	SHIFT INHIBIT ENABLED	0	0
O	285001	TRANSMISSION SUPPORTS	TRANSMISSION REAR SUPPORT	0	0
O	2550004	TORQUE CONVERTER	TORQUE CONVERTER TC 421	0	0
S	27G0012	TRANSMISSION GENERATION LEVEL	ALLISON TRANS FAMILY (W/PROGNOSTICS) GEN 5	0	0
S	292004	TRANSMISSION LUBRICANT	TRANSYND SYNTHETIC AUTO TRANS FLUID	0	0

FRONT AXLE

O	3700003	FRONT AXLE	MERITOR MFS-18 STEER AXLE, 18000# RATING	0	0
O	371009	FRONT SUSPENSION	8500 LB FLATLEAF 18,800 GROUND CAPACITY	0	0
S	373002	SHOCK ABSORBERS-FRONT	DOUBLE ACTING SINGLE - HEAVY DUTY	0	0
S	904011	HUBS-FRONT	STEEL HUB PILOTED,285MM BOLT CIRCLE	0	0
S	9210001	HUB CAPS - FRONT AXLE	CR ZYTEL HUBCAP	0	0
O	374002	FRONT AXLE LUBRICANT	SYNTHETIC,DANA SPICER EP75W90,OR EQUIV	0	0
S	3690006	FRONT AXLE POSITION	44.5 INCHES	0	0
O	3834002	STEERING GEAR	INTEGRAL POWER STEERING W/O ASSIST RAM TAS85	0	0
S	387003	POWER STEERING RESERVOIR	FOUR QUART REMOTE MOUNTED	5	0

REAR AXLE

S	3300017	REAR DRIVE AXLE-SINGLE & TANDEM	MERITOR RS24-160, SINGLE REDUCTION AXLE	0	0
O	331489	REAR DRIVE AXLE RATIO	4.89 RATIO	0	0
O	350315	REAR SUSPENSION	HAS - 230 AIR RIDE SUSPENSION	-10	-230

O	3590003	SHOCK ABSORBERS-REAR	FOR AIR SUSPENSION - INBOARD MOUNTED	0	8
S	9130001	HUBS-REAR	IRON HUB, HP 10 STUD	0	0
S	9410001	WHEEL OIL SEALS-REAR	SCOTSEAL PLUS XL	0	0
O	339002	REAR AXLE LUBRICANT	SYNTHETIC	0	0
O	358005	TORQUE RODS	LONGITUDINAL & TRANSVERSE - RUBBER BUSHED	0	0
S	3400001	REAR AXLE BREATHER	STANDARD AXLE BREATHER	0	0

BRAKES

S	7410004	BRAKE CONTROL SYSTEM	ABS 4S/4M W/PLC	0	0
S	782014	BRAKE VALVE-PARKING CONTROL	ONE PUSH - PULL TYPE W/YELLOW DIA-TRUCK	0	0
O	7510003	BRAKES-FOUNDATION, FRONT AXLE	MERITOR 16.5X6 QP	0	0
S	753018	BRAKE CHAMBERS-FRONT AXLE	CAM-STANDARD	0	0
S	754009	BRAKE SLACK ADJUSTERS -FRONT AXLE	MERITOR AUTOMATIC	0	0
O	755001	DUST SHIELDS - FRT BRAKES	DUST SHIELDS - FRONT BRAKES	8	0
S	901001	BRAKE DRUM-FRONT	CAST IRON	0	0
O	7614000	BRAKES-FOUNDATION, REAR AXLE	MERITOR 16.5X7 Q PLUS HD	0	0
S	763019	BRAKE CHAMBERS-REAR AXLE	CAM-STANDARD	0	0
S	764012	BRAKE SLACK ADJUSTERS -REAR AXLE	ARVIN MERITOR AUTOMATIC-SINGLE AXLE	0	0
O	765001	DUST SHIELDS - REAR BRAKES	DUST SHIELDS - REAR BRAKES	0	8
S	781011	BRAKE CHAMBERS- PARKING, TYPE/VENDOR	CAM TYPE M/G/M STOPGARD (2)	0	0
S	910001	BRAKE DRUM-REAR	CAST IRON	0	0
S	7204001	BRAKE VALVE & PEDAL	FIREWALL MTD LH BRAKE PEDAL FOR LHD	0	0

CHASSIS

O	402086	FRAME-REAR OVERHANG	86 INCHES	0	0
O	400203	WHEELBASE	203 INCHES	62	68
S	4030007	FRAME RAILS	10" X 3" X 3/8" 120KSI STRAIGHT RAIL SECTION - 2.13M RBM	0	0
O	404002	FRAME REINFORCEMENT INNER	.25" LINER, STANDARD LENGTH	38	243
S	406001	FRAME-REAR CUT-OFF	STRAIGHT	0	0
S	4090003	FRAME CROSSMEMBER- CENTER	7-PIECE STEEL CROSSMEMBERS	0	0

S	4150004	FRAME CROSSMEMBER-OVERHANG	7 PC STEEL CMBR ROS - IF REQUIRED	0	0
O	4304002	FUEL TANK-LEFT	100 GAL 26" DIA UNPAINTED ALUM	0	0
O	430T001	FUEL TANK MOUNTING LHS	FUEL TANK MTD FWD LHS - STD (IF PROVIDED)	0	0
O	430U001	FUEL TANK MOUNTING HEIGHT LHS	FUEL TANK STANDARD HEIGHT	0	0
O	432002	FUEL TANK STRAP/SUPPORT LEFT	PAINTED STEEL	0	0
S	436001	FUEL LINES	SAE J844 NYLON TUBING	0	0
S	4604000	BUMPER-FRONT	STANDARD DUTY BUMPER	0	0
S	4800003	TOWING DEVICE-FRONT	TWO TOW HOOKS INTERGRAL W/ FRNT XMEMBER	0	0
S	711001	AIR TANK-BRAKE	STEEL TANKS FOR SINGLE AXLE	0	0
S	711U06	AIR TANK MOUNTING	AS MANY TANKS IN RAIL AS POSSIBLE	0	0
S	7134000	AIR DRYER	WABCO 1200 PLUS AIR DRYER	0	0
S	713T002	AIR DRYER MOUNTING LOCATION	AIR DRYER MTD OUTSIDE RAIL, LH	0	0
O	715T402	AIR RESERVOIR DRAIN SYSTEM	PULL CORDS WITH HEATED DV/2 WET TANK DRAIN	0	0
S	728001	AIR LINES-MAIN, CHASSIS	SAE J844 NYLON TUBING	0	0
O	4470001	LH FUEL TANK SPACERS	LH FUEL TANK STANDARD HEIGHT	0	0
S	783001	BRAKE MODULATION SYSTEM-PARKING	PARK BRAKE RELAY/INVERSION VALVE	0	0
O	8100001	BATTERY	2 BATTERIES, 31 ECL, 12V, 1900CCA	5	0
S	8120011	BATTERY BOX	BATTERY BOX, 2 BATTERY CAPACITY	0	0
S	812T002	BATTERY BOX POSITION	BOX LOCATED LHS UNDER CAB	0	0
O	8140003	BATTERY SHUT-OFF SWITCH	SHUTOFF W/ LOCKOUT & EMERGENCY JUMPER STUDS	8	0
O	8742000	WIRING, BODY INTERFACE	RP 170 COMPLIANT TAIL HARNESS CONNECTION	0	0
O	892014	BACKUP ALARM	ECCO SMART ALARM SA917	0	0
CAB EXTERIOR					
S	4510001	STEP-CAB ACCESS, CAB MOUNTED	DUAL SELF CLEANING CAB ENTRANCE STEPS	0	0
S	502001	CAB DOORS	STEEL	0	0

S	5100002	GLASS	WINDSHIELD - LAMINATED, ALL GLASS EXCEPT FRONT TINTED	0	0
S	6220013	MIRRORS-DUAL WEST COAST	MIRROR, BLACK, MOTORIZED/HTD POLYCARBONATE HOUSING W/SQUARE MOTORIZED/HTD CONVEX MIRROR	2	0
O	630026	HORN-AIR	TWIN MOUNTED UNDER CAB	2	0
S	661001	CAB TILT MECHANISM- C.O.E.	HYDRAULIC TILT	0	0
S	661A400	SAFETY BAR	SAFETY BAR	0	0
O	6720004	GRILLE	CHROMED AUTOCAR GRILLE	0	0

CAB INTERIOR

S	3800005	STEERING WHEEL	SINGLE DRIVE 16 INCH DIAMETER	0	0
S	3810004	STEERING COLUMN	ADJ. TILT AND TELESCOPIC STEERING COLUMN	0	0
S	5204002	SEAT-DRIVER	SEARS SEAT W/ AIR RIDE SUSP, W/ AIR CONTROLLED LUMBAR SUPPORT	0	0
O	5214002	SEAT-PASSENGER	SEARS SEAT W/ AIR RIDE SUSP, W/ AIR CONTROLLED LUMBAR SUPPORT	0	0
O	5220002	SEAT BELTS-DRIVER	THREE POINT RETRACTABLE BRIGHT ORANGE COLOR	0	0
O	5230003	SEAT BELTS-PASSENGER	THREE POINT RETRACTABLE BRIGHT ORANGE COLOR	0	0
S	5384000	CARPET & MAT	WEAR RESISTANT MAT WITH FOAM BACK W/HEAVY DUTY FLOOR MATS	0	0
S	5404002	CAB PANELS-INTERIOR TRIM	ACMD STANDARD INTERIOR TRIM W/ REDUCED LOWER IP SKIRT	0	0
S	547001	INSULATION-CAB THERMAL	THERMAL INSULATION KIT FOR CAB	0	0
S	5949997	CIGAR LIGHTER	COMPONENTS SUPPLIED BY CAB SUPPLIER	0	0
S	8644000	LAMPS-CAB INTERIOR	LED DOME LAMPS	0	0
O	8754002	ADDITIONAL ELEC. SWITCHES	(2) DASH SWITCHES, (1) WIRED TO POWER FOR ROOF BEACON LIGHT	0	0

GAUGES & INSTRUMENTATION

O	1434000	TRUCK ELECTRICAL CONTROL MODULE	DIAGNOSTIC AND INFORMATION DISPLAY	0	0
O	1390001	GAUGE-ENGINE OIL TEMPERATURE	ELECTRONIC ENGINE OIL TEMPERATURE	0	0

S	225009	AIR INTAKE RESTRICTION INDICATOR	GRADUATED, AIR CLEANER MOUNTED	0	0
O	2880001	MONITORING - TRANSMISSION OIL TEMP	TRANS OIL TEMP GAUGE W/ LIGHT & BUZZ	0	0
O	3190001	PTO CONTROLS	PTO ELECTRIC CONTROL SWITCH	0	0
O	357001	REAR SUSPENSION AIR CONTROL	DASH MTD DUMP VALVE	0	0
S	1472001	VEHICLE MONITORING SYSTEM	AUTOCAR ADVANCED TELEMATICS-FULL INSTALLATION	0	0

LIGHTING

O	8360003	LAMPS-HEAD	LED HEADLAMPS	0	0
S	8390002	STOP-TAIL HARNESS	OMIT TAIL LAMPS, BB CONN @ EOF	0	0
S	8410005	LAMPS-TURN SIGNAL - FRONT	AMBER FRONT TURN SIGNALS	0	0
O	8510005	LAMPS-MARKER	CLEARANCE (ROOF CORNER) LAMPS WIRED TO BATTERY SHUT OFF (LINK TO DISCONNECT SWITCH)	0	0
O	859001	LAMPS-RUNNING	DAYTIME	0	0

RADIO/MISC

S	5090001	KEY & LOCK SETS-IGN/DOORS	2 ADDITIONAL KEYS PER TRUCK (4 TOTAL)	0	0
O	5900008	RADIO	AM/FM/WB/MP3/CD/USB/BLU ETOOTH	0	0
O	962003	FIRE EXTINGUISHER	DRY TYPE ABC 5LB. CAP MTD. IN CAB	5	0
O	9630001	FLARE KIT	TRIANGLE KIT IN CAB	5	0

FRONT TIRES / WHEELS

S	9400001	WHEEL OIL SEALS-FRONT	SCOTSEAL PLUS XL	0	0
O	9050031	WHEELS-DISC FRONT	22.5X12.25" ALUMINUM, 4.68" INSET, ALCOA	0	0
S	907002	FRONT TIRE QUANTITY	2 FRONT TIRES	0	0
O	930466	TIRE SIZE & LOAD RANGE - FRONT	385/65R22.5J	0	0
I	9310001	TIRE MANUFACTURER & TREAD - FRONT	Michelin XZY	0	0

REAR TIRES / WHEELS

S	908004	REAR TIRE QUANTITY	4 REAR TIRES	0	0
O	9140022	WHEELS-DISC REAR	22.5X8.25" ALUMINUM HP, ALCOA #883677 LV1 FINISH	0	-92
O	933062	TIRE SIZE & LOAD RANGE - REAR	11R22.5H	0	0

Quote Id : 43296
 Quote Number : Q0043427
 Model : 2023 - ACMD42 Class 8

Prepared For Kent kuehn
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O 9344003 TIRE MANUFACTURER & TREAD - REAR BRIDGESTONE R268 0 0

PAINT

S 950001	CAB PAINT SCHEME	SINGLE COLOR PAINT	0	0
S 9550001	CAB PAINT TYPE	STANDARD WHITE	0	0
S 9804018	CAB COLOR-FIRST	APPROVED—913218EX— STANDARD WHITE 913218EX	0	0
S 9861U1	CHASSIS COLOR	BLACK P3036	0	0
O 9870002	BUMPER COLOR	PAINT SAME AS CAB, STEEL	0	0
S 988401	DISC WHEEL OR RIM COLOR	STEEL, E-COAT WHITE / ALUM-UNPAINTED	0	0
S 989949	AXLE WHEELEND COLOR	SAME AS CHASSIS	0	0

ADDITIONAL OPTIONS

S 899002	CHASSIS WARRANTY	STANDARD WARRANTY	0	0
S 899A007	TRANSMISSION WARRANTY	ALLISON 3YR WARRANTY	0	0
S 899B001	ENGINE WARRANTY	CUMMINS STANDARD WARRANTY	0	0
S 978000	FLOOR PLAN	NO FLOORING PLAN	0	0
S 969V002	ADDITIONAL PRICE ADJUSTMENT	TEMPORARY INFLATION ADJUSTMENT	0	0

OTHERS

S 740004	CERTIFICATION COMPLIANCE	US SALE-US COMMERCE-34 MPH AND UP	0	0
S 9724003	CERTIFICATION-EMISSIONS	COMPLIES WITH 2022 U.S. EMISSIONS	0	0
S 974004	CERTIFICATION-EXTERIOR NOISE	COMPLIES W/U.S. & CANADA 80DB(A) AT 50FT	0	0

SUB TOTALS

BASE WEIGHT	8,100	3,850
FACTORY OPTION WEIGHT	151	5
DISTRIBUTOR OPTION WEIGHT	0	0

TOTALS

TOTAL WEIGHT (LB)	8,251	3,855	12,106
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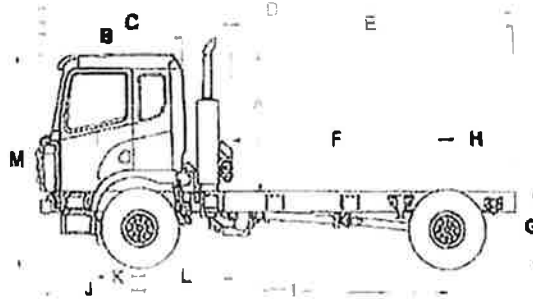
Kent Kuehn

Dealer Signature / Date 12/13/2021

Customer Signature

11/30/2021

Dimensions



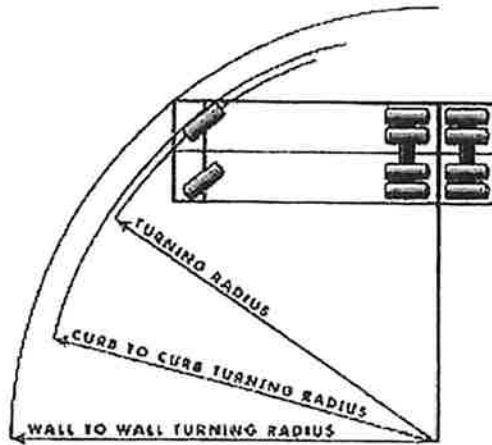
	Dimension(ft)	Description
A	71.85	CAB HEIGHT
B	80.96	BUMPER TO BACK OF CAB
C	104.11	EFFECTIVE BUMPER TO BACK OF CAB
D	345.11	OVERALL LENGTH
E	241.00	EFFECTIVE CAB TO END OF FRAME
F	155.00	EFFECTIVE CAB TO REAR AXLE
G	39.25	UNLADEN FRAME HEIGHT
H	86.00	OVERHANG
I	203.00	WHEELBASE
J	56.11	BUMPER TO FRONT AXLE
K	-18.00	DRIVER CENTER OF GRAVITY
L	48.00	EFFECTIVE FRONT AXLE TO BACK
M	111.10	OVERALL HEIGHT
N	0.00	FRONT FRAME EXTENSION

SPECIFICATION SUMMARY

Model	ACMD42 Class 8
Engine	L9, 360 HP / 2200 RPM / 1150 FT-LB, CUMMINS
Transmission	ALLISON 3000 SERIES,6-SPEED
Rear Axle	MERITOR RS24-160, SINGLE REDUCTION AXLE
Rear Axle Ratio	4.89 RATIO
Rear Tire	11R22.5H

11/30/2021

Turning Radius



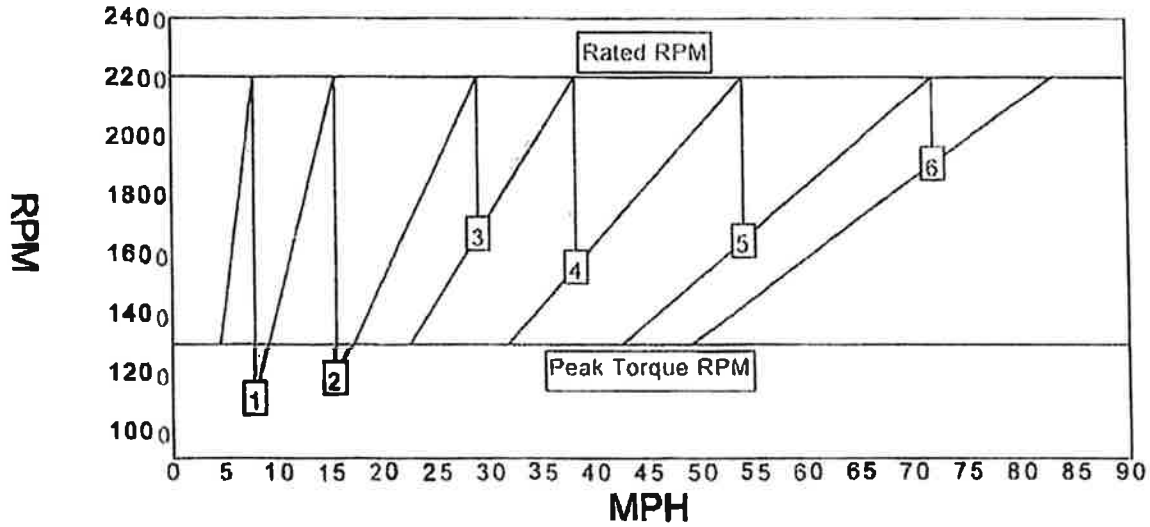
	Dimension(ft)	Description
A	33.94	TURNING RADIUS
B	0.00	CURB TO CURB TURNING DIAMETER
C	0.00	WALL TO WALL TURNING DIAMETER

SPECIFICATION SUMMARY

Model	
Engine	L9, 360 HP / 2200 RPM / 1150 FT-LB, CUMMINS
Transmission	ALLISON 3000 SERIES, 6-SPEED
Rear Axle	MERITOR RS24-160, SINGLE REDUCTION AXLE
Rear Axle Ratio	4.89 RATIO
Rear Tire	11R22.5H

11/30/2021

Shift Chart



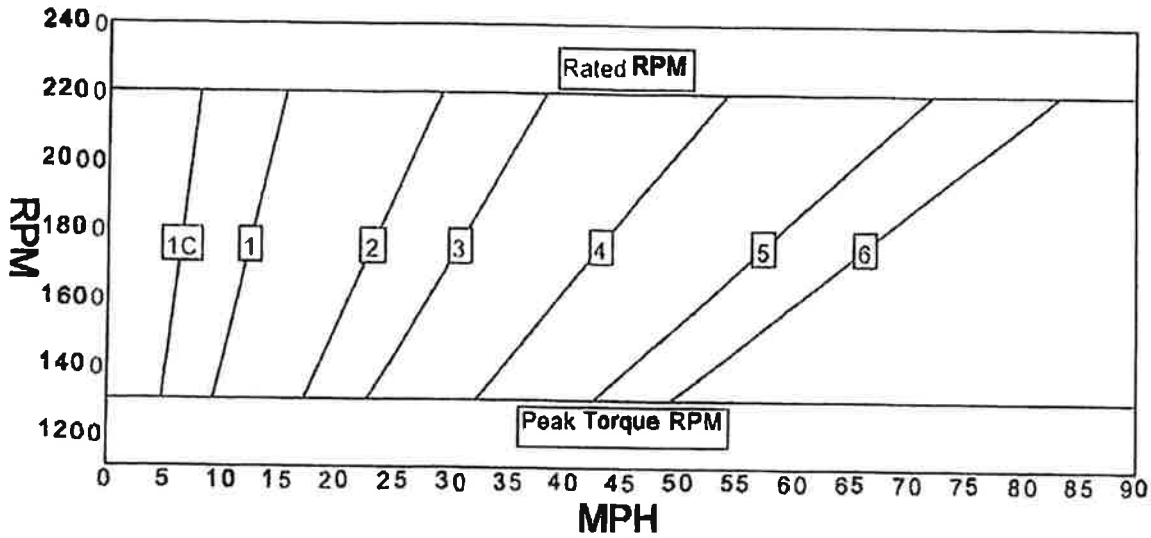
Gear	Trans. Ratio	Rear Axle Ratio	Overall Reduction	% Split	MPH	RPM After Shift
1C	6.91	4.89	33.8	0.0	7.8	0
1	3.49	4.89	17.1	98.0	15.5	1,111
2	1.86	4.89	9.1	87.6	29.0	1,172
3	1.41	4.89	6.9	31.9	38.3	1,667
4	1.00	4.89	4.9	41.0	54.0	1,560
5	0.75	4.89	3.7	33.3	72.0	1,650
6	0.65	4.89	3.2	15.4	83.1	1,906

SPECIFICATION SUMMARY

Model	ACMD42 Class 8
Engine	L9, 360 HP / 2200 RPM / 1150 FT-LB, CUMMINS
Rated Power	360 HP @ 2200 RPM
Peak Torque	1150 LB-FT @ 1300
Transmission	ALLISON 3000 SERIES, 6-SPEED
Rear Axle	MERITOR RS24-160, SINGLE REDUCTION AXLE
Rear Axle Ratio	4.89 RATIO
Rear Tire	11R22.5H
Tire Revolution	500

11/30/2021

Operating Range



Gear	Trans. Ratio	Rear Axle Ratio	Minimum MPH	Maximum MPH
1C	6.91	4.89	4.6	7.8
1	3.49	4.89	9.1	15.5
2	1.86	4.89	17.2	29.0
3	1.41	4.89	22.6	38.3
4	1.00	4.89	31.9	54.0
5	0.75	4.89	42.5	72.0
6	0.65	4.89	49.1	83.1

SPECIFICATION SUMMARY

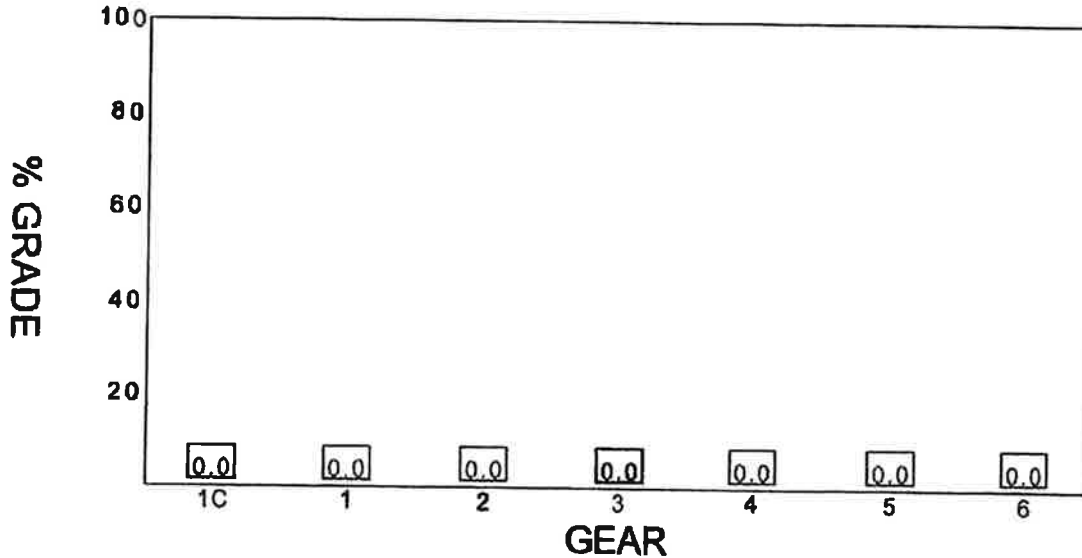
Model	ACMD42 Class 8
Engine	L9, 360 HP / 2200 RPM / 1150 FT-LB, CUMMINS
Rated Power	360 HP @ 2200 RPM
Peak Torque	1150 LB-FT @ 1300
Transmission	ALLISON 3000 SERIES, 6-SPEED
Rear Axle	MERITOR RS24-160, SINGLE REDUCTION AXLE
Rear Axle Ratio	4.89 RATIO
Rear Tire	11R22.5H
Tire Revolution	500

Quote Id : 43296
Quote Number : Q0043427
Model : 2023 - ACMD42 Class 8

Midway Ford Truck Center

11/30/2021

Gradeability



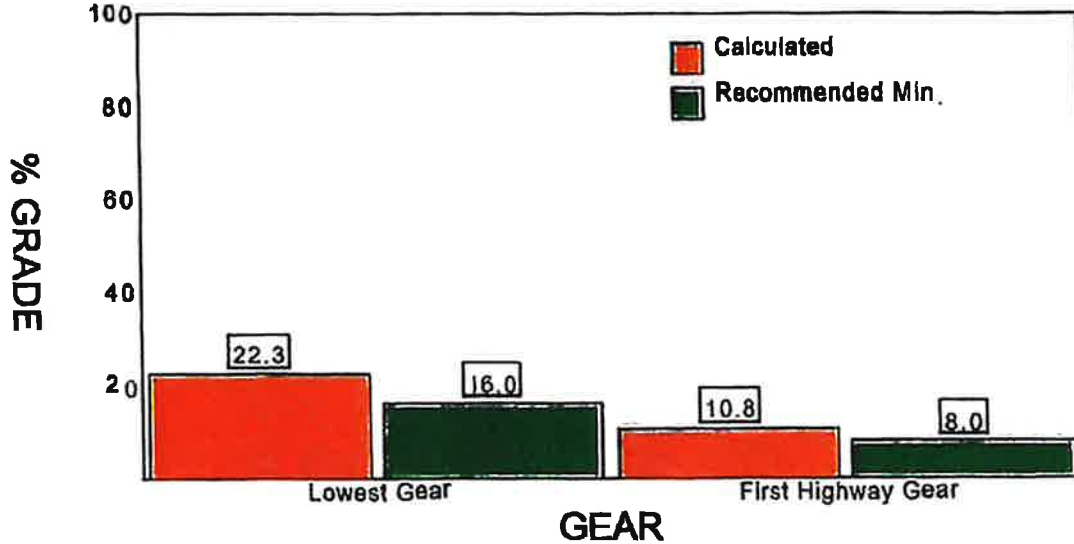
Gear	Trans. Ratio	Rear Axle Ratio	Overall Reduction	Peak Torque	Wheel HP	MPH	Maximum Grade%
1C	6.91	4.89	33.8	1,150.0	296.8	4.6	0.0
1	3.49	4.89	17.1	1,150.0	296.8	9.1	0.0
2	1.86	4.89	9.1	1,150.0	296.8	17.2	0.0
3	1.41	4.89	6.9	1,150.0	296.8	22.6	0.0
4	1.00	4.89	4.9	1,150.0	296.8	31.9	0.0
5	0.75	4.89	3.7	1,150.0	296.8	42.5	0.0
6	0.65	4.89	3.2	1,150.0	296.8	49.1	0.0

SPECIFICATION SUMMARY

Model	ACMD42 Class 8
Engine	L9, 360 HP / 2200 RPM / 1150 FT-LB, CUMMINS
Peak Torque	1150 LB-FT @ 1300
Transmission	ALLISON 3000 SERIES,6-SPEED
Rear Axle	MERITOR RS24-160, SINGLE REDUCTION AXLE
Rear Axle Ratio	4.89 RATIO
Rear Tire	11R22.5H
Tire Revolution	500
GVW/GCV	0
Surface	Concrete

11/30/2021

Startability



Gear	Application	Recommended Minimum Grade %	Calculated Grade %
Lowest Gear	City	12.0	n/a
	On Highway	16.0	22.3
	On-Off Highway	18.0	n/a
	Off Highway	20.0	n/a
		0.0	n/a
First Highway Gear	All Applications	8.0	10.8

"SPECIFICATION SUMMARY"

Model	ACMD42 Class 8
Engine	L9, 360 HP / 2200 RPM / 1150 FT-LB, CUMMINS
Clutch Torque	549 LB-FT 700 RPM
Transmission	ALLISON 3000 SERIES, 6-SPEED
Rear Axle	MERITOR RS24-160, SINGLE REDUCTION AXLE
Rear Axle Ratio	4.89 RATIO
Rear Tire	11R22.5H
Tire Radius	19.3
GVW/GCV	0
Surface	Concrete
Terrain	On Highway

Top Speed

11/30/2021

Speed At Maximum RPM



RPM At 60MPH



	MPH	RPM
Top Speed	83.1	2,200
Cruise Speed	60.0	1,589
Minimum Of Engine Range	30.2	800
Maximum Of Engine Range	83.1	2,200
Minimum Of Economy Range	30.2	800
Maximum Of Economy Range	83.1	2,200

Quote Id : 43296
Quote Number : Q0043427
Model : 2023 - ACMD42 Class 8

Prepared For: ~~XXXX~~ XXXXX
Midway Ford Truck Center

SPECIFICATION SUMMARY

Model	ACMD42 Class 8
Engine	L9, 360 HP / 2200 RPM / 1150 FT-LB, CUMMINS
Transmission	ALLISON 3000 SERIES, 6-SPEED
Rear Axle	MERITOR RS24-160, SINGLE REDUCTION AXLE
Rear Axle Ratio	4.89 RATIO
Rear Tire	11R22.5H
Tire Revolution	500

Chassis Standards

11/30/2021

Code Description

FRAME EQUIPMENT

408001	STEEL ENGINE CROSSMEMBER
4160001	OVERSLUNG X-MEMBER INTEGRAL W/ENG MOUNTS
4800003	TWO TOW HOOKS INTEGRAL W/FRONT XMEMBER

ENGINE EQUIPMENT

2120003	STANDARD SURGE TANK W/ SIGHT GLASS
6020002	SILICONE HEATER HOSES
602C01	CONSTANT TORQUE HOSE CLAMPS
602S001	NO HEATER SHUT-OFF TAP
724001	CAB AIRLINES - SAE J844 NYLON TUBING
729002	AIR LINES CHASSIS PARK BRAKE
701001	STANDARD AIR COMPRESSOR GOVERNER
702002	TEFLON HOSE DISCHARGE LINES
233004	TURNED OUT EXHAUST STACK
1030001	ENGINE DIPSTICK ACCESSIBLE W/O TILTING CAB

HVAC EQUIPMENT

6000002	AIR CONDITIONING W/ HEATER / DEFROSTER / CLIMATE CONTROL
060001	AIR COND INTEGRAL WITH HEATER/DEFROSTER
608002	R134A REFRIGERANT
611003	STANDARD AC COMPRESSOR
612001	STANDARD AC CONDENSER
615004	R134A HOSES WITH CRIMPED FITTINGS

CAB INTERIOR

512010	DUAL POWER WINDOWS
533013	CAB DOOR PANELS BOTH SIDES
541005	COLOR KEYED TO TRIM COLOR
542016	INTERIOR SUNVISOR LEFT AND RIGHT HAND PROVIDED
5530001	STANDARD INTERIOR TRIM DOOR SILLS
5680003	OVERHEAD CONSOLE W/DRIVER AND PASSENGER SIDE STORAGE BINS
570009	COLOR KEYED INSTRUMENT PANEL
594001	DASH MOUNTED CIGAR LIGHTER

CAB / RADIO PREP PACKAGE

5900005	RADIO PREP IN OVERHEAD CONSOLE
5960052	DUAL CONE SPEAKERS

Note: ACMD Chassis & Cab Standards are subject to change without notice.

Code Description

CAB INSTRUMENTATION

704002	AUDIBLE AND VISUAL LOW AIR WARNING DEVICE
132034	AUDIBLE/VISUAL ALARM/Low Oil PSI, High Coolant Temp, Low Coolant Level
0570006	ACMD GAUGE PACKAGE #1 AIR BRAKE SYSTEM
5770001	GAUGE, ELECTRONIC SPEEDOMETER WITH ODOMETER
1360001	GAUGE, ELECTRONIC TACHOMETER WITH HOURMETER
1380001	GAUGE, ELECTRONIC ENGINE OIL PRESSURE
1400001	GAUGE, ELECTRONIC ENGINE COOLANT TEMP
4390001	GAUGE, ELECTRONIC FUEL LEVEL GAUGE
7030001	GAUGE, DUAL AIR SYSTEM PRESSURE GAUGE
8040001	GAUGE, ELECTRONIC VOLTMETER

CAB EQUIPMENT

133003	WILLIAMS ACCELERATOR PEDALS
6280002	ELECTRIC INTERMITTENT WIPERS
629003	STANDARD WINDSHIELD WASHER
631001	SINGLE ELECTRIC HORN
782L01	PARK BRAKE INDICATOR LIGHT
801002	NEGATIVE GROUND 12VOLT
8040001	ELECTRONIC VOLTMETER
811002	STANDARD BATTERY CABLES
8220004	IGNITION SWITCH WITH STARTER BUTTON
8360002	HEADLIGHTS - RECTANGULAR SEALED BEAM
842001	REAR TURN SIGNAL LAMPS - WIRED INTO TAIL LAMPS
8440003	SELF-CANCELING TURN SIGNALS
8640001	DOME LAMPS LH AND RH SIDE

CAB EXTERIOR EQUIPMENT

6190003	STANDARD RETRACTABLE MIRROR ARMS
4604001	AUTOMOTIVE BUMPER
624012	STANDARD GRAB HANDLES - MEETS FMCSR 399 REQUIREMENTS
624U001	ENTRY GRAB HANDLES LH & RH MTD TO INSIDE OF A-PILLAR ON IP
6340002	FRONT GRAB HANDLES
6340002	LH & RH INTEGRAL WASHER NOZZLES
626001	AMBER REFLECTORS
6620001	HYDRAULIC RELEASE CAB LATCHES
675001	BUG SCREEN MOUNTED BEHIND GRILLE

CHASSIS PAINT

956025	CHASSIS PAINT - 2 PART POLYURETHANE ENAMEL (SEMI-GLOSS BLACK)
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Quote Id : 43296
Quote Number : Q0043427
Model : 2023 - ACMD42 Class 8

prepared for Kent Kuenn
Midway Ford Truck Center

Note: ACMD Chassis & Cab Standards are subject to change without notice.

EZ LINER MODEL TS-AL500, Product Code #18A		
PAINT STRIPING BODY ONLY		
Item	Description	List Price
18A	TS-AL500 Base Unit	\$ 299,903
18A-01-01	Cummins QSF3.8-85 Tier 4 ILO Base	\$ 26,890
18A-01-02	Boss 125 cfm ILO Base	\$ 5,948
18A-01-03	Boss 210DUS w/JD Tier 4 ILO Base	\$ 9,662
18A-01-04	Boss 250UDUS w/JD Tier 4 ILO Base	\$ 10,820
18A-01-05	Air Jets, each	\$ 944
18A-01-06	Boss Ind. 80201-AHBI 185 cfm ILO Base	\$ 5,737
18A-01-07	Air Hose Reel w/25' Hose	\$ 1,738
18A-03-01	EZ-Carriage Control® System ILO Base	\$ 14,581
18A-03-02	Electric over hyd control ILO Base, each	\$ 3,919
18A-04-01	Add'l paint & bead line with Graco guns, each	\$ 4,391
18A-04-02	Flex gun w/hose reel & 25' HP Hose	\$ 2,752
18A-04-03	500 gallon SS tank w/agitators ILO Base	\$ 14,485
18A-04-04	1" LP Paint re-circulation, per color	\$ 1,833
18A-04-05	Add'l 445-345 HP Pump, each	\$ 14,762
18A-04-06	Tandem plumbed HP Paint pumps, per pair	\$ 6,557
18A-04-07	Add'l PD20A-FSP-STT 2" LP Pump, Each	\$ 12,459
18A-04-08	Graco Paint Gun only w/Gun Raiser, Each	\$ 3,335
18A-05-01	Two color scavenger heat system	\$ 26,460
18A-06-01	25 gallon poly flush tank	\$ 1,848
18A-06-02	Solvent Hose Reel w/25' Hose	\$ 1,744
18A-07-01	Skip-Line Inc. digital speedometer	\$ 1,680
18A-07-02	Gallon counts, per color	\$ 778
18A-07-03	Eight light LED Work Light system	\$ 3,385
18A-07-04	1030F-4 Message Board ILO base	\$ 22,731
18A-07-05	Camera guidance system	\$ 12,263
18A-07-06	Laser guidance system	\$ 10,126
18A-07-07	Skip-Line Inc. DL-18 monitor system	\$ 20,267
18A-07-08	Printer for Skip-Line, Inc. monitor system	\$ 1,838
18A-07-09	Camera guidance system w/HDVO-318 video	\$ 14,675
18A-07-10	Skip-Line, Inc. Remote Trigger for SC-12, Each	\$ 1,118
18A-07-11	Deduct for 3'x6' Arrowboard	\$ (5,568)
18A-07-12	Whelen F4X2AAAA 55" Light Bar	\$ 4,281
18A-07-13	Weldex Rearview/Backup Camera System	\$ 2,578
18A-07-14	Gun Raiser for Bead Gun, Each	\$ 1,001
18A-07-15	GL3000-PM Carriage Laser, Each	\$ 4,708
18A-07-16	1020F-4 Message Board ILO Base	\$ 17,692
18A-07-17	David Clark 3-Headset Wireless Intercom System ILO Base	\$ 7,946
18A-08-01	Operator Cab, Aluminum square	\$ 32,215
18A-08-02	Operator Cab, Aluminum hi-vis	\$ 31,994
18A-08-03	Dual split aircraft style gun carriage ILO Base	\$ 3,587
18A-08-04	Deduct for Mechanical Line Guide	\$ (4,426)
18A-08-05	Aluminum toolbox, each	\$ 1,119
18A-10-05	TS-AL500 Base Unit Recommended Spare Parts Kit	\$ 10,162
FOB FACTORY. TRAINING AND DELIVERY PRICED SEPARATELY.		
A 7% DISCOUNT ON BASE UNIT AND OPTIONS ITEMS LISTED ON THIS PRICING PAGE		
IS AVAILABLE TO SOURCEWELL MEMBERS.		
EFFECTIVE DATE: JUNE 2022.		

SOURCEWELL CONTRACT #080521
SPECIFICATIONS FOR ROADWAY MAINTENANCE EQUIPMENT
EZ LINER MODEL TS-AL500 BASE UNIT

18A
08/05/2021

- 1.0 **Performance specification:** Unit shall be capable of applying 3" to 8" wide retro-reflective lines with spacing between lines from 0" to 6". Paint applications speeds shall be from 4 MPH to 12 MPH. Application rates of 12 mil to 15 mil wet film thickness paint for standard formulations of traffic paint and 6 to 8 lbs./gal and Type I glass beads. The unit is designed to operate in its own lane of traffic and shall be able to apply centerline and lane line/edge lines simultaneously. Independent carriage steering systems allow individual adjustment of the gun carriages.

- 2.0 **Equipment platform:** The construction shall be of 3/16" thick smooth aluminum deck plate 96" wide x length as required for components with 4" aluminum long sills, 3" aluminum cross members with integrally formed rub rail. Walking area surfaces of platform shall be covered with anti-slip material. A canopy shall be provided above the operator stations. Deck shall be installed on chassis frame rails using 8" steel risers that are bolted to the chassis frame rails and long sills. The railings shall be 42" high with mid rail welded to deck with two (2) 42" high fold up steel ladders with a chrome grab handle each side of ladder openings and rear access. At the operator station the railing shall be 32" high with a mid rail. Steel rear bumper with stair step rear access incorporated into the design with right side hand railing. Removable aluminum rear fenders with aluminum guard forward and mud flap with anti-sail bracket to the rear shall be provided. LED platform lighting. Two (2) 10# fire extinguishers and two (2) cup holders shall also be provided. The auxiliary engine and air compressor shall remain their original factory powder coat colors. The underside of the deck will be painted the same color as the top of the deck. All coatings shall be lead free. The Unit shall be prime coated with a two-component urethane primer system. The topcoat shall be a two-component polyurethane coating. White is the standard factory paint color. Black powder coating shall be used on brackets, gun carriages and line guide.

- 3.0 **Operator seats:** Two (2) Bostrom air ride high back black vinyl covered seats with seat belts and seat tethers and inside armrest. At the top of the railing at each operator station a black vinyl covered padded armrest 3"x18" shall be provided.

- 4.0 **Gun carriages:** Heavy duty parallel arm type centerline and edge line carriages **mounted in front of or behind** the rear axle. Each carriage shall be supported by dual tube in tube retractable structural steel slides with UHMWPE bearing material and one aircraft style gun carriage tire installed in a center single swivel.

Carriages shall be supported by auto lock brackets in the transport position and adjustable gun brackets are to be zinc plated. Two (2) paint guns and two (2) bead guns installed on left gun carriage and one (1) paint gun and one (1) bead gun on the right gun carriage.

- 5.0 **Mechanical line guide:** A front mount laterally adjustable line guide with extension 6' to 10' with pneumatic swivel caster and pneumatic lift.
- 6.0 **Paint supply:** A tote storage area shall be provided capable of holding two (2) 250 gal. minimum paint totes securely held in place with a web strap retention system. A cutout in the deck shall be supplied at each tote outlet to provide an easy means of hooking up the paint supply hose. A 2" male cam & groove plug shall be provided to attach tote hook up hoses for storage when loading totes. Low pressure paint re-circulation using 1" ID hose back to tote shall be provided.
- 7.0 **Low pressure paint pumps:** Two (2) ARO Model PD20A-FSP-STT 2" paint load/charge pumps with 100 sq. in. filter with 1/8" screen holes. Two 2"x12' load hoses with cam & groove fittings on both ends with 1 1/2"x40" stainless steel pipe load tubes with 90° elbow with cam & groove fitting shall be provided to load paint. Low pressure paint pumps to be used to load paint and to charge the high-pressure paint pumps.
- 8.0 **High pressure paint pumps:** Two (2) Titan/Specflo Model 445-345 stainless-steel paint pumps with a combination of leather/UHMWPE packings rated at 13.0 GPM @ 2000 PSI shall be provided. Each pump shall be equipped with an 18 sq. in. high-pressure stainless-steel paint filter with 40 mesh screens, an ASME certified high-pressure stainless-steel surge chamber and check valve.
- 9.0 **Paint guns:** Three (3) Graco Model 238-377 paint guns with heavy duty reversible spray tips shall be provided. Full length 1/2" ID nylon lined high pressure paint hoses with 1/2" NPT stainless steel female swivel fitting on both ends shall be provided from the surge chambers to the paint guns.
- 10.0 **Bead supply:** A 3000# bead tank with three (3) 2" sight glasses shall be provided.
- 11.0 **Vacuum bead loading:** A vacuum bead loading system shall be provided powered by a jet pump with muffler. A 2"x12' load hose with cam & groove fitting on the tank end and 3' suction tube on the other. A splitter/screen shall be installed in the neck of the bead tank to keep foreign objects from entering the bead system. A step measuring 7"x16"x12" tall shall be provided for access to the bead loading valves on the top of the bead tank.
- 12.0 **Bead guns:** Three (3) Graco Model 238-338 bead guns shall be provided. Full length 1"ID clear poly-spring bead hoses to be provided from the bead manifold under the bead tank to the bead guns.

- 13.0 **Air supply:** Air supply shall be supplied by a hydraulically driven Boss Industries Model 80102-AHBI air compressor with air after cooler rated at 85 cfm @ 100 PSI. The system shall include a 12-gallon air tank and LaMan 111F extractor/ dryer with auto drain. Two (2) air take off quick disconnect ports shall be provided-one at each gun carriage. A preset regulator shall be provided for carriage down pressure. A liquid filled system air pressure gauge shall be installed in the mid-size control console at the operators' station along with liquid filled gauges and air pressure regulators for bead tank pressure and for the low-pressure paint pumps.
- 14.0 **Auxiliary engine:** A Cummins Model QSF2.8-74 Tier 4 Final 74 hp diesel engine with 120-amp alternator shall be provided with controls at rear operator position, fuel drawn from chassis fuel tank using an auxiliary fuel pump and separate battery. The engine shall have a sound attenuation package and vertical exhaust with an approximately 24" extension with rain cap.
- 15.0 **Hydraulic power:** A 50-gallon hydraulic oil reservoir with sight level/temperature gauge, suction screen and return line filter with service indicator and 10-micron cartridge type breather filter shall be provided along with a direct driven pressure compensated piston type 2.75 C.I.R. hydraulic pump and a direct driven 3.0 C.I.R. gear pump and flow regulator to control hydraulic flow to air compressor motor. A hydraulic oil cooler shall be provided with 12vDC fan controlled with a preset temperature switch. Gun carriages shall be positioned using a power steering system with tilt steering wheel with spinner knob at each operator position and 5' hydraulic cylinder for each carriage. A solenoid controlled hydraulic by-pass valve shall be provided to allow a no-load start for the auxiliary engine. High pressure paint pumps shall be manually controlled at each pump.
- 16.0 **Electrical system:** A chassis cab control console shall be provided in the chassis cab containing the driver's controls for the paint striping body. Each circuit shall be color coded wire and shall have circuit protection. The wiring harnesses between the junction blocks to be protected by protective split loom covering. An LED white/red light with self-contained switch installed above each operator position. The electrical junction blocks and main components of the timer system shall be installed in the mid-size control console.
- 17.0 **Skip line control system:** Two (2) Skip-Line, Inc. Model SC-12 four-line controllers shall be provided. Ground speed signal shall be obtained from a heavy-duty aluminum wrap installed on the chassis driveshaft.
- 18.0 **Intercom system:** A three position David Clark Model U3800 intercom system shall be provided with a dual headset port at the driver's position and a single port at each operator position. The following headsets shall be provided-one (1)

Model H3492 single muff and two (2) H3432 dual muff design. Three (3) headset storage hooks shall be provided.

- 19.0 **Safety lighting:** The following Whelen LED amber strobe lights shall be provided- Four (4) Model L41AP 360° Super-LED beacons, one on each front corner of deck or on a chassis cab roof bracket, and one on each rear corner of unit and two (2) Model LINV2A Super-LED 180° mini strobe lights on gun carriages with one installed on outside edge of each gun carriage.
- 20.0 **Electric actuators:** Three (3) electric gun actuators shall be provided to remotely adjust the height of the paint guns. Control switches shall be provided on each respective Model SC-12 Master Control Box to control the height of the paint guns on each respective gun carriage.
- 21.0 **LED Arrow board:** Actuated 36"x72" LED 25 lamp with controller in chassis cab.
- 22.0 **Drawings & technical literature:** A complete set of drawings shall be submitted. These drawings shall show the deck layout and weight distributions of the proposed unit. Descriptive literature, technical data and photographs shall be included with proposal.
- 23.0 **Project meetings:** A preconstruction or pre-build meeting will be held at the customer's facility or via video conference with vendor including the cost for sending at least one manufacturer's employee. The proposal shall also include the cost of transportation, lodging and meals for two (2) customer employees to attend a factory pre-delivery inspection meeting at approximately 85% to 95% completion stage.
- 24.0 **Technical support:** Training is not included in the base price but will be priced out on a case-by-case basis as a "sourced good" as part of the agreement with the individual customer. Three (3) consecutive days of training to instruct customer personnel in the operation and maintenance of the unit are recommended. After the completed truck has been received and accepted by the customer, the training will be scheduled. The customer is responsible for providing the paint and glass beads to be used during the training. Two (2) sets of Operation/Maintenance manuals shall be provided for the paint striping body on flash drives. Chassis manuals to be purchased by customer from their chassis vendor.
- 25.0 **Chassis:** Cab and chassis are not included. Specifications for the customer supplied cab and chassis must be approved by EZ-Liner Engineering prior to purchase to ensure modification costs will not be incurred.
- 26.0 **Delivery:** The estimated delivery time is 120 days ARC (after receipt of chassis). The completed truck may be driven out for delivery or delivered via lowboy trailer. The production schedule along with the time frame for the

factory pre-delivery inspection meeting will be discussed and confirmed at the preconstruction meeting.

27.0 Warranty: EZ-Liner warrants all equipment manufactured by it and bearing its brand names to be free from defects in material and workmanship at the time of sale by EZ-Liner or an authorized distributor. EZ-Liner will for a period of twelve months from the date of sale, repair or replace any part of the equipment proven defective.

**SPECIFICATIONS
FOR AN AIRLESS TRUCK MOUNTED
STRIPING MACHINE
Morrow County, OR
04.25.2022**

1. GENERAL

- 1.1. The specifications submitted herewith are intended to describe and define the minimum requirements of a self-contained, self-propelled truck mounted striping machine ("The Unit"). The Unit shall be capable of applying lines of varied widths from 4" to 8" with the spaces between the lines variable from 0" to 4".
- 1.2. The Unit will be equipped with two (2) paint colors on board and shall be capable of applying waterborne latex traffic paints (except premix) at application speeds to 14 mph using tandem paint guns. With a paint application rate of 17-gallons per mile per 4" wide line using standard waterborne/latex traffic paint. Bead application rate will be 4 to 5#/gallon of paint.
- 1.3. The Unit shall be designed such that it operates in its own lane of traffic. Independent carriage steering systems shall allow adjustment of the striping gun carriages. Currently the County doesn't do any dual carriage striping and doesn't plan to. Only one color of paint will be applied at one time. Many of the County's roads have just yellow centerlines. The County paints the roads for other Counties. The County paints approximately 14,000 gallons annually. The County uses a supply truck as a trail vehicle.
- 1.4. Overall height not to exceed 13'-6".

2. CHASSIS-Model ACMD42 Autocar.

- 2.1. The truck chassis shall be a diesel-powered cab-over-engine design vehicle with the following minimum specifications.
- 2.2. GVWR 41,000 lbs. minimum (18,000 front and 23,000 rear). Air ride rear suspension.
- 2.3. Wheelbase 203".
- 2.4. Frame To be capable of supporting all components specified.
- 2.5. Brakes Air brakes with anti-lock system, heated air

dryer.

- 2.6. Engine
Cummins Model L9-360 diesel powered engine capable of producing 360 horsepower @ 2200 rpm and 1150 #/ft. torque. Cummins VGT exhaust brake. Governed speed 65 mph. Engine must be current emissions compliant.
- 2.7. Fuel Supply
100-gallon capacity, aluminum, driver's side fuel tank mounted as far forward as possible. 12-gallon DEF tank right side.
- 2.8. Engine Air Intake
Dry element, heavy duty.
- 2.9. Alternator
160 AMP minimum
- 2.10. Battery
(2) 12volt batteries, maintenance free, 1,900 CCA minimum. Battery box under cab left side. A battery disconnect shall be provided.
- 2.11. Transmission
Automatic transmission, electronically controlled, fully compatible with engine control system. (Allison Model 3000RDS-P six speed, no exceptions)
- 2.12. Shock Absorbers
Front shock absorber
- 2.13. Tires
Steel belted radials sized to match GVWR and GAWR ratings. Front tires to be 385/65R22.5J, Michelin Model XZY or equal with aluminum wheels. Rear tires 11R22.5H Bridgestone Model R268 with aluminum wheels.
- 2.14. Cab
Fully enclosed tilt type COE cab, individual air ride driver's seat & passenger's seat, electric horn, two air horns installed underneath cab, two-speed intermittent windshield wipers and washers, seat belts, factory air conditioning, heater, engine tachometer and hour meter, right and left rearview motorized mirrors, tinted safety glass windows, AM/FM/WB/CD/MP3/USB Bluetooth stereo.

- 2.15. Electrical and Lights Headlights, emergency flasher light, complete with cab clearance lights, and all other standard lighting equipment. Stop/turn/tail lights. (LED where available) A low speed control system shall be capable of maintaining speeds down to 5 mph. A backup alarm, safety triangles and 5# fire extinguisher shall be provided.

3. PLATFORM

- 3.1. The unit shall be equipped with a heavy-duty channel aluminum platform to accommodate all line marking components. The construction of the equipment platform shall consist of 8" risers, 4" structural channel long sills, 3" structural channel cross members at 16" to 24" centers and 3/16" minimum smooth floor plate deck with an integral formed rolled rub rail. Six-inch-wide grip material with 6" spacing shall be provided. The platform shall measure approximately 96" wide.
- 3.2. The platform shall be secured to the truck frame by a minimum of four (4) heavy-duty bolts per riser with approximately five risers on each side of the platform. The risers are to be 8" to give proper clearance for installation of plumbing and control lines and to facilitate ease in maintenance, breakdown and cleaning. Risers shall be bolted to the chassis frame rails and also to the equipment platform long sills.
- 3.3. The platform shall further be equipped with recessed corner clearance lights and three recessed rear lights in the middle of the platform and all necessary reflectors as required by law. All deck lights to be LED.
- 3.4. A welded railing of 2" square aluminum tubing vertical supports and 1 1/2" square tube aluminum tubing minimum shall be placed around open portions of the platform. All railings shall be welded to the platform for stability and shall have a mid rail.
- 3.5. At least one 1 1/2" square tube minimum, standard fold up type ladder shall be installed on each side of the unit. A finger pull latch will store the ladders in a flush position with the railing when not in use. (Chain type ladder storage will not be acceptable.) Chrome handrails shall be bolted to the platform safety railing vertically on each side of ladder entrance areas for safety. These handrails shall extend at least 3/4 of the height of the safety railing.
- 3.6. The rear fenders shall be aluminum and shall be removable.

- 3.7. The rear bumper shall be constructed of heavy-duty channel steel. Supports shall be affixed to the chassis frame. Bumper shall be installed approximately 18" from the road surface. Bottom step shall be 96" wide and 6" deep. Steps shall be an integral part of the rear bumper to allow staircase style access from rear of the unit to the operator's stations.
- 3.8. The rear bumper shall be equipped with conspicuity tape.
- 3.9. NO front mounted line guide shall be provided.

4. OPERATORS' ENCLOSURE

- 4.1. The Unit shall be equipped with an operator's enclosure on the rear of the unit measuring approximately 96" wide x 60" deep x 76" height. Support posts shall be kept to a minimum to provide maximum visibility for the operator and still allow adequate support for the enclosure. The front corners of the operators' cab shall be square cornered.
- 4.2. The enclosure corner posts, and structural frame shall be constructed of heavy-duty aluminum tubing. Windows shall be tinted safety glass. Side windows shall be pocket type vertical slider windows. The windows behind each operator's seat and in front of operators' console shall be vertical slide open type to allow for ventilation when the air conditioning system is not being used.
- 4.3. The operators' enclosure shall be covered with 10-gauge minimum aluminum sheeting and shall be electrically welded at all joints. One-inch insulation with black perforated vinyl covering shall be installed on interior cab walls. A ½" thick insulated floor mat shall also be provided.
- 4.4. Access and egress shall be from the rear, unit shall be equipped with stairs and hand holds to facilitate a three-point stance. The access stairs shall be an integral part of the rear bumper and shall have a non-slip surface. A right-side handrail shall be provided.
- 4.5. Two air-ride Bostrom black vinyl seat assemblies shall be mounted, one on the left and one on the right side of the enclosure. Each seat assembly shall be equipped with seat tethers, seat belt, an inside foldup armrest, and full backrest. A padded armrest shall be provided at the base of each side window.
- 4.6. Air and electrical control panels and all controls required for operation of the guns and carriages shall be readily accessible by the operator.
- 4.7. A Red DOT headliner unit with 39,500 BTU's of cooling and 48,000 BTU's of heating shall be provided. A Red DOT Model R4500 remote

condenser shall be installed on the roof of the operator cab. Two (2) variable speed auxiliary fans shall be provided with one for each operator position.

- 4.8. The noise rating inside the rear operators' enclosure shall not exceed 72 dBA in all modes of operation to include loading and painting. Two (2) cupholders shall be provided for the County to install.
- 4.9. Two (2) white/red LED lights with a self-contained switch shall be installed on the ceiling with one above each operator position.
- 4.10. Detailed drawings and pictures shall be provided to ensure that the operators' enclosure is ergonomically designed and shall allow full view of the paint and bead guns by the operators.

5. MATERIAL CONTAINERS (Tote draw system)

- 5.1. Adequate deck space and a web strap retention system with hold down clamps shall be provided to accommodate two fully loaded paint totes with traffic paint. Each tote shall hold 250 gallons of paint. Paint totes to be supplied by County's paint supplier.
- 5.2. The totes when loaded onto the platform of the striping truck shall act as zero pressure storage vats to supply paint to the system.
- 5.3. Quick connect cam lock type couplers and 2" I.D. plastic suction hoses shall be provided to connect to the paint "totes". Plastic hook up hoses provide flexibility for connecting to the totes. The platform shall be cut out to ensure the platform does not interfere with attached 2" hose to paint tote. A cam & groove galvanized plug shall be installed in these deck cutout areas to allow storage of the tote outlet hoses while loading paint totes.
- 5.4. Crossover paint plumbing shall be provided so two paint totes of the same color can be installed on the deck at the same time and allow the appropriate color diaphragm pump to draw from both totes.

6. PAIN T FILTRATION

- 6.1. At each low-pressure transfer/charge pump outlet material shall pass through a stainless-steel canister type strainer with stainless steel screen and 1/8" openings. The strainers shall be equipped with removable reusable screens. Each filter shall have a minimum of 100 sq. inch surface area. Valves shall be provided to isolate each strainer assembly for cleaning. Each strainer will be equipped with a drain port and ball valve to allow for draining of the strainer into a pail or bucket at the onset of

strainer cleaning. Strainers will be positioned in such a manner as to facilitate cleaning without material discharge onto any portion of the unit.

- 6.2. At the high-pressure outlet port of each high-pressure paint pump, there shall be a high capacity, high-pressure canister type paint filter. These filters shall have pressure ratings of not less than 5,000 PSI. Each stainless-steel high-pressure filter shall have a minimum filtration surface of 18 square inches and reusable stainless-steel screen with 40 mesh perforations. Inlet and outlet ports shall be a minimum of ½”.
- 6.3. All paint filters shall be positioned as close to the paint pumps as possible to facilitate quick and easy cleaning.

7. BEAD DISPENSING EQUIPMENT

- 7.1. The Unit shall be equipped with an ASME certified 3,000-pound capacity, carbon steel pressure bead tank with 42” diameter.
- 7.2. The bead tank lid shall have a minimum diameter of 20” and shall be held in place by ten (10) to twelve (12) C-clamp or T-bolt type clamps. The lid shall be hinged and shall have a welded handle to open the tank when needed.
- 7.3. The bead tank shall be equipped with a 100 lb. air pressure vacuum gauge, ASME safety valve and air bleed jet. A full steel skirt shall be provided around the bottom of the tank for flush mounting to the platform. Tank pressure is to be regulated from the operator’s control panel.
- 7.4. A minimum diameter of 2” ID bead manifold shall be provided at the outlet of the bead tank. Individual pressure bead hoses from the distribution manifold to the bead guns shall be 1” ID clear poly spring reinforced.
- 7.5. Sight level gauges shall be provided as an integral part of the glass bead tank. They shall be 2” diameter and located at ¼, ½, and ¾ levels vertically on outside of bead tank.
- 7.6. Glass beads will be loaded from a standing position on the platform. A vacuum type system with jet pump and muffler shall be permanently installed on the equipment. A screen shall be provided in the neck of the bead tank to screen out debris. A step shall be provided to allow easier access to the valves on the lid of the bead tank.

8. PAINT AND BEAD GUNS

- 8.1. The Unit shall be equipped with Graco high volume, high pressure, automatic, airless striping guns, Model 238-377 or equal.
- 8.2. The airless paint gun fluid housing and packing assembly shall be constructed of 300-grade stainless steel. The outlet seat shall be tungsten carbide to resist abrasion.
- 8.3. The striping guns shall be equipped with Graco heavy duty reversable tips and shall be interchangeable without the use of tools for various spray patterns and flow rates. It shall be determined at the Preconstruction Meeting what tips are to be provided.
- 8.4. The Graco Model 238-338 bead guns or equal shall be capable of being operated independently of or simultaneously with the associated striping guns.
- 8.5. The bead guns shall be fully adjustable for the desired application ratio of pounds of beads per gallon of paint.
- 8.6. Each gun shall be controlled electrically by individual electro-air valves with 1/4" air ports (minimum). They shall be mounted in a block/manifold style and mounted on the frame of the carriage. A manual override shall be provided for each solenoid at each gun carriage to allow activation of each individual paint and bead gun from the carriage location.
- 8.7. Each paint gun shall be equipped with an electric actuator and control switch to raise and lower each gun individually from the operator's position. The Gun Raiser switches shall be installed in separate boxes.

9. PAIN T AND BEAD GUN CARRIAGES

- 9.1. The paint and bead gun carriages shall be mounted on each side of the vehicle behind the rear wheels of the truck. The carriages will be positioned in such a manner that the operators will have a clear view of the painted markings being duplicated from above and behind the carriages. The plumbing on the carriage must be routed so as not to obstruct the view of the operator.
- 9.2. The left side carriage shall be configured with six (6) airless yellow paint guns. It shall also be configured with three (3) glass bead guns. NOTE: The County does not paint any white lines using the left gun carriage. Guns paint a 4" wide line and used in tandem.

Y Y Y
 Y Y Y
 G G G

- 9.3. The right-side carriage shall be configured with two (2) airless paint gun and one (1) glass bead gun. Gun paints a 4" wide line and used in tandem.

W
W
G

- 9.4. Both gun carriage shall be equipped with one 5.00 – 5/10/160 pneumatic 13" minimum diameter aircraft style tire/wheel assembly with grease-able bearings to maintain the guns at the same relative position above the pavement at all times. The wheel shall be center mounted on a single axle and swivel caster assembly.
- 9.5. All carriage rods, brackets, and holders, which require paint and bead gun adjustments to change the line width and spacing shall be zinc plated for durability and overspray clean up. The carriages shall be electrically welded and of all-steel construction. Each carriage shall be of parallel hinged bar trailing wheel type construction and shall be equipped with a pneumatic air cylinder to lift the spray gun carriage off the road surface and to apply down pressure when striping.
- 9.6. Each carriage shall be supported by dual (two per carriage) tube in tube retractable structural steel slides with UHMW PE bearing material. The carriage slide assembly shall be equipped with a double action, hydraulic cylinder to move the carriage from its transport position to any point in its 60" operating range.
- 9.7. When in the transport position, the carriage shall be secured in place by an auto-hold bracket and shall not require chains to support or hold the carriage in place.
- 9.8. The carriages shall be positioned from side to side using steering sectors with steering wheels with spinner knobs with hydraulic cylinders for a horizontal positioning system. The power steering system shall provide smooth, continuous adjustment of the carriage position without any jerk or hesitation and shall maintain the carriage at any given point within the operational range without the use of a locking device.

10. AIRLESS PAINT PUMPS

- 10.1. The Unit shall be equipped with two (2) high capacity, high-pressure, hydraulic driven airless piston paint pumps. The airless paint pumps shall each have a minimum capacity of 13.0 GPM each with hydraulic inlet pressure of 2000 psi and paint discharge pressure of 1600 psi. (Titan Model 445-345 or equal).

- 10.2. The pumps shall be capable of spraying water-borne (latex). The pumps shall be capable of spraying paints with standard solids content as well as low VOC, high solid paints.
- 10.3. The pumps piston and sleeve shall be stainless-steel and chrome plated for maximum corrosion and abrasion resistance.
- 10.4. The pumps throat packing shall be adjustable to compensate for normal wear. Packings to be a combination of leather & UHMWPE for heat dissipation.
- 10.5. Paint pressure for each paint pump shall be electrically controlled from the operator's station for paint pressures ranging from 250 to 1,600-PSI G. The Unit shall be equipped with an electric shut-off valve for each airless paint pump that can be accessed from either rear operator position. Manual type valves not permitted.
- 10.6. All plumbing, piping, hoses shall be protected from chafing where applicable.
- 10.7. An ASME certified stainless steel surge chamber shall be installed in each paint color. A check valve shall be installed in each paint pump circuit. Documentation shall be provided to verify the surge chambers to be provided are ASME certified. All plumbing, piping, and hoses shall be protected from chafing where applicable.
- 10.8. A 1" recirculation line shall be plumbed to the top of the associated paint tote from the inlet of each associated paint high pressure paint pumps to allow low pressure paint recirculation. Cam & groove fittings shall be provided on the tote end of the hoses with a 1" stainless steel ball valve on each end of hose to seal off each hose.
- 10.9. A 30-gallon stainless-steel flush tank shall be provided with a quick disconnect at each gun carriage. A 25' coiled hose with detachable spray gun shall be provided and stored in the toolbox.

11. HYDRAULIC SYSTEM GENERAL

- 11.1. A hydraulic reservoir shall be provided large enough to provide adequate cooling (30 gallon minimum).
- 11.2. The reservoir shall be equipped with an internal baffle, sight level/temperature gauge, and fill cap with 10-micron cartridge breather filter. The reservoir shall be situated above the inlet of the hydraulic pump to insure flooded inlet suction to the pumps.

- 11.3. The reservoir shall have a 100-mesh screen at the outlet of the tank. The return port on the reservoir shall be equipped with a 50 gallon per minute, 6-micron absolute hydraulic return filter. The return filter shall be an in-tank type with replacement indicator gauge and any necessary valving required for isolation of filter during servicing.
- 11.4. The system shall include oil after cooler with 12 V fan to prevent overheating. A thermostatic fan control shall be installed in the circuit to the hydraulic cooler so that it only runs when a preset temperature of the oil is reached.
- 11.5. All high-pressure hydraulic hose shall be rated at a minimum of 2,000-psi working pressure. A shut-off valve will be installed in the low-pressure plumbing of the hydraulic system to isolate the reservoir and limit fluid loss when maintenance is performed. A solenoid controlled hydraulic bypass valve shall be provided to be used for easier starting of the auxiliary engine.

12. HYDRAULIC PUMP

- 12.1. One pressure compensated piston type hydraulic pump shall be provided. Pump shall be directly mounted to the auxiliary engine. (Belt driven systems not acceptable.)

13. POWER SYSTEM:

- 13.1. Pneumatic and hydraulic systems shall be provided to power various components of the striping equipment as listed in this specification.
 - 13.1.1. The compressor shall be a utility mount rotary screw type with a minimum displacement of 210 cfm (Boss Model FT4-210-DUS or equal) with air after cooler. The air system shall be equipped with a 12-gallon air receiver with moisture drain and safety relief valve. The main airlines leading from the compressor to the air receiver shall be equipped with reusable fittings. The air supply is to be conditioned by a LaMan 111F with auto drain or equal two stage air dryer. All air control lines to the striping guns and electro-air valves shall be not less than 1/4" ID solvent resistant tubing tested to 125 psi or comparable. The compressor shall be conveniently mounted on the unit for easy daily maintenance and access. Compressor shall be powered by a **Tier 4 Final compliant** John Deere diesel engine and shall draw fuel from the chassis fuel tank. An insulated housing shall surround the engine and compressor with removable access doors. A remote-control panel shall be provided for control and monitoring of the compressor from the

operators' cab. It shall include on/off controls and gauges for air pressure, hour meter, voltmeter, engine oil pressure, engine coolant temperature, and compressor discharge temperature.

13.1.2. An air take-off with quick connect fitting shall be installed at platform level by each gun carriage.

14. AIR JETS/BLOWERS

14.1. NO air jets are to be provided.

15. REAR CONTROL CENTER

15.1. The Unit shall be equipped with a metal control panel located within reach of the spray control operators. The control panel shall have removable front hinged access doors.

15.2. The control panel shall be equipped with but not limited to separate regulators and gauges for the bead tank and loading pumps. The carriage down pressure shall be regulated using a preset air pressure regulator set at approximately 5 psi. The air pressure for the air solenoids for the paint and bead guns will be at system pressure.

15.3. Regulators shall be non-corrosive and self-evacuating and equipped with Buna N diaphragms and a locking device.

15.4. Each air regulator shall have an associated 0-200 psi liquid filled pressure gauge.

15.5. Regulators and gauges shall be of panel mount type.

15.6. The faceplate of the operator's control panel shall be black with etched control function labels. Sticker labels will not be acceptable.

15.7. An auxiliary light designed for recreational vehicles or similar mobile application shall be installed inside the operator's console to illuminate the electrical connections for servicing. This light shall be switched from inside the console and shall be UL approved and CSA compliant. The housing and clear lens shall be acrylic and the 2-wire construction will be 16 gauge. 12v bulb shall be replaceable.

16. ELECTRICAL SYSTEM

16.1. Each circuit shall be color-coded wire and shall be protected.

- 16.2. All junction blocks at the control box and on the gun carriages shall be protected from the weather and shall follow standardized cable color-coding. Junction blocks are to be UL listed.
- 16.3. The wiring harness between the junction blocks is to be protected by polyethylene corrugated loom wire covering. Shrink tubing shall be used as a protective covering on the wiring from the cart junction box to the air solenoids.
- 16.4. Cable connectors for the control boxes shall be heavy duty. The connections shall be the correct gauge rated to withstand the current needed to operate the guns and control box.
- 16.5. The unit shall be equipped with a Whelen amber LED strobe light system located toward the front and rear of the platform. Four (4) Model L41AP amber 360° LED strobes shall be provided with one in each corner of the paint striping body. One switch in the chassis cab shall be provided to control main strobe lights. These four strobe lights shall be controlled by one switch in the operators' cab. One mini amber 180° LED strobe light shall be positioned on the outside edge of each carriage, Whelen Model LINV2A. The carriage mini strobes shall be controlled by two switches on the Main Operator Control Console-one per gun carriage.
- 16.6. A "Kill Switch" (power switch) shall be provided in the chassis cab to shut off all electrical controls for the striping guns.
- 16.7. Fuse Kit Part #020-A010-00 including one of each of the twelve fuses used on the paint striping body shall be provided.
17. ELECTRONIC SKIPLINE CONTROLLER
 - 17.1. Two solid-state electronic Master Control Boxes shall be supplied, one each for left and right-side skip operation. Skip-Line® Model SC-12 or approved equal. They shall be installed off the operator seats toward the outside sidewalls of the cab.
 - 17.2. Each controller shall have **four (4) gun control switches**. Each controller shall be adjustable by the operator while the machine is in motion or standing still. They shall be able to time skip patterns for left and right synchronized or independent operation if striping from both sides. The controllers shall be adjustable so that any combination of skip and paint may be obtained from 00.1 to 99.9 feet, adjustable by 0.1 ft. increments. The main control switch for the Master Control Boxes shall be a **HOLD/RUN/MARK** switch or **START/STOP** switch with a **WITHHOLD** switch. NOTE: To be determined at Preconstruction Meeting.

- 17.3. NO remote trigger switches shall be provided for the Master Control Boxes (timers).
- 17.4. A tandem paint gun switch shall be installed on each Master Control Box. These switches shall be label FRONT/BOTH/REAR.
- 17.5. The timers shall be adjustable so that any combination of skip and paint may be obtained from 00.1 to 99.9 feet, adjustable by 0.1 ft. increments.
- 17.6. The timers shall be equipped with an “advance” and “retard” switch, which will advance or retard the cycle in increments of 0.20 of a foot per actuation of the respective switch. This switch shall be located in the master control boxes.
- 17.7. A provision to start the cycle with the paint portion of the cycle or with the skip portion shall be selectable.
- 17.8. The skip timer control box shall use mid-sized IP67 rated toggle switches.
- 17.9. The skip timer control box shall use sealed push-buttons for menu navigation.
- 17.10. The skip timer control box shall have a full color 4.3” user interface display.
- The color menu system shall provide an animated preview of skip timer patterns reflecting current settings and switch positions.
 - The color menu system shall provide guided calibration processes for distance and pump calibrations.
 - The color menu system shall have a descriptive information system to provide the operator with information about errors, warnings, and skip timer operation.
 - The color menu system shall provide a switch test menu for in-field diagnosis of switch failure.
- 17.11. The skip timer system shall communicate using CAN bus serial communications protocol.
- 17.12. All adjustments must be so that these functional changes can be made readily by the operator while the machine is in motion or stopped.
- 17.13. The skip timer system shall have an operating temperature range from 33°F to 140°F. The skip timer system shall have a storage temperature range of 10°F to 160°F.

- 17.14. The skip timer output boxes shall directly drive all loads and shall have drive current ratings of five (5) amps per channel. All outputs shall be solid state.
- 17.15. The skip timer output boxes shall have driver indicator LEDs for all driver outputs to simplify diagnostics.
- 17.16. The skip timer shall accept up to four pump stroke inputs.
- 17.17. The system shall provide for bead gun delay to fully cover the paint line.
- 17.18. The skip timer shall accept motion signals from a magnet-wrapped driveline collar. All motion signal sources will maintain a 0.25" resolution during normal road marking operations.
- 17.19. Timer shall keep a constant cycle for 2-line striping when a skip line switches from one paint gun to the other as the gun switch goes through neutral. An alternate cycle feature shall be provided to allow three preset patterns for stripe and cycle. This shall be accomplished by a 3-position toggle switch.
- 17.20. The skip timer system software shall be field upgradeable via USB drive.
- 17.21. The skip timer system hardware shall be upgradeable using hub expansions ports for adding more driver output boxes, sensor input boxes, or data logging equipment.
- 17.22. The skip timer shall separately track skip and solid distance painted per gun and paint consumption for pump strokes into internal non-volatile counters. NO gallon counts shall be provided.

18. INTERCOM SYSTEM

- 18.1. A David Clark Model Gateway 3800 wireless intercom system shall be provided. The master control module Model U9922-G38 shall be installed in the chassis cab. One (1) 4-bay charger Model A99-14CRG 12-volt DC shall be provided and installed in the chassis cab. One (1) remote antenna to be installed on the roof of the operators' cab.
- 18.2. Three (3) Model U9901-BSW belt stations with battery packs to be provided. One (1) single muff headset Model H9990 shall be provided for the driver. Two (2) dual muff headsets Model H9930 shall be provided for the operators' cab. Three (3) headset storage hooks with storage trays shall be provided and installed with one in the chassis cab and two in the operators' cab.

19. ARROW BOARD

19.1. NO arrow board shall be provided.

20. GUIDANCE LASER

20.1. One (1) Model GL3000-P remotely controlled guidance laser shall be provided and installed on the roof of the chassis cab using a roof bracket. The controls shall be installed at the driver's position.

21. LOADING/CHARGE PUMP ASSEMBLY

21.1. The Unit shall be equipped with two (2) air-driven, Teflon diaphragm-operated pumps. (ARO Model PD20A-FSP-STT or equal). These pumps will be used to load yellow and white paint from industry standard totes into the platform-mounted totes. They shall also be used while painting to transfer paint from the totes to the paint heat exchangers. Each pump shall have a maximum flow rating of 170 GPM. Two (2) 2" ID x 12' paint loading hoses shall be provided with a cam & groove fitting on each end. Two (2) 1 1/2" stainless-steel pipe x 40" long paint loading tubes shall be provided. The 90° stainless-steel fitting shall be equipped with a stainless-steel cam & groove fitting.

21.2. The pumps shall have a minimum of 2" inlet and outlet port.

21.3. The pumps shall be installed, and the appropriate plumbing and valving provided each to allow each to simultaneously fill each paint tote. Plumbing shall be configured to fill each tote through its bottom plumbing.

21.4. The pumps shall be installed, and the appropriate plumbing and valving provided to allow flushing of cleaning solution from an external source through the pumps and paint distribution manifolds.

22. TOOLBOX

22.1. One (1) 18"x18"x24" aluminum tread plate toolbox shall be provided and installed on the rear bumper facing to the rear.

23. PLUMBING AND HOSE LINES

23.1. All plumbing lines from the material containers to the strainers shall be ASTM specification 2" ID size minimum with cam & groove fittings, crosses, tees used liberally throughout the installation to insure convenient maintenance and cleanout.

- 23.2. All fluid lines from the surge chambers to the striping guns shall be not less than ½" ID solvent resistant type rated at 2750 PSI minimum. The paint hoses shall be equipped with ½"ID stainless steel female swivels,
- 23.3. All air control lines to the striping guns and electro-air valves shall be not less than ¼" ID nylon solvent resistant tubing tested to 125 psi or comparable.
- 23.4. The 'wetted' paint plumbing for both the low-pressure and high-pressure sections of the paint system shall be stainless steel.

24. FIRE EXTINGUISHER

- 24.1. Two (2) 10 lb. fire extinguishers shall be supplied and mounted on the front and rear positions of the platform. One (1) 5 lb. unit shall be provided for the chassis cab. The fire extinguishers shall be ICC approved, ABC type.

25. PAINTING

- 25.1. The Unit shall be prime coated and finished painted white in color to match the chassis cab using a prime coat and topcoat with a high quality two component urethane automotive system. The underside of the equipment platform shall be painted the same color as the top of the platform. Powder coating of components is also acceptable. The outriggers and gun carriages shall be powder coated black along with fabricated brackets. The Boss Industries utility mount air compressor shall be left factory powder coat white.

26. WARRANTY

- 26.1. The manufacturer will guarantee all parts against defective material and workmanship for a period of one year after date of delivery and acceptance subject to the terms and conditions in the Manufacturer's Standard Warranty.

27. PARTS SERVICE AND MANUALS

- 27.1. The Unit shall include two complete sets of operator's manuals and repair parts lists provided on flash drives. Blueprints, schematics, etc. shall be an integral part of each manual. Separate manuals shall be provided for the chassis and the striping equipment.
- 27.2. The Unit's manufacturer shall maintain a complete inventory of all replacement parts. A toll-free service department telephone number shall be provided.

28. TECHNICAL SERVICE

- 28.1. Services of a factory technician shall be supplied to the customer for a period of three (3) consecutive days to instruct customer personnel in the operation and maintenance of the unit.
- 28.2. A Calibration Kit Part # 000-A301-00 shall be provided consisting of a mil thickness gauge, paint line thickness test plates, three-gallon paint catch vessel, five-gallon calibration pail, graduated bead catch vessel, fifty-foot measuring tape, bead catch measure chart and traffic paint coverage calculator.

29. PROJECT MEETINGS

- 29.1. A Preconstruction Meeting will be required for this project. This meeting can be held at the County's location or done virtually.
- 29.2. A Pre-delivery Inspection Meeting will be required for this project. A factory Pre-delivery Inspection Trip for two (2) representatives from the County is included. The two representatives' travel, lodging and meal expenses will be covered by the vendor for this trip.

30. SHOP DRAWINGS

- 30.1. A complete set of professional quality blueprint drawings and weight distribution chart must be submitted with the bid. These drawings will show the deck layout and plumbing design of the striper. Any bid not including these drawings will be rejected. Manufacturer's standard literature for model bid and for major components proposed shall also be submitted.

31. PICK UP & DELIVERY

- 31.1. At the time of completion, the County can come to the factory to pick up their new paint truck or have EZ Liner drive out their truck based upon a price quote for the trip.

July 19, 2022

Morrow County Public Works-(Sourcewell Member ID #130316)
Attn: Mr. Eric Imes, Public Works Director
365 West Hwy 74
Lexington, OR 97839

Comparison: Sourcewell Contract No. 080521-EZL Specifications for EZ Liner
Model TS-AL500 Base Unit Product Code #18A dated 8/05/2021

To: Morrow County Public Works' Specifications for an Airless Truck Mounted
Striping Machine Dated 04/25/2022

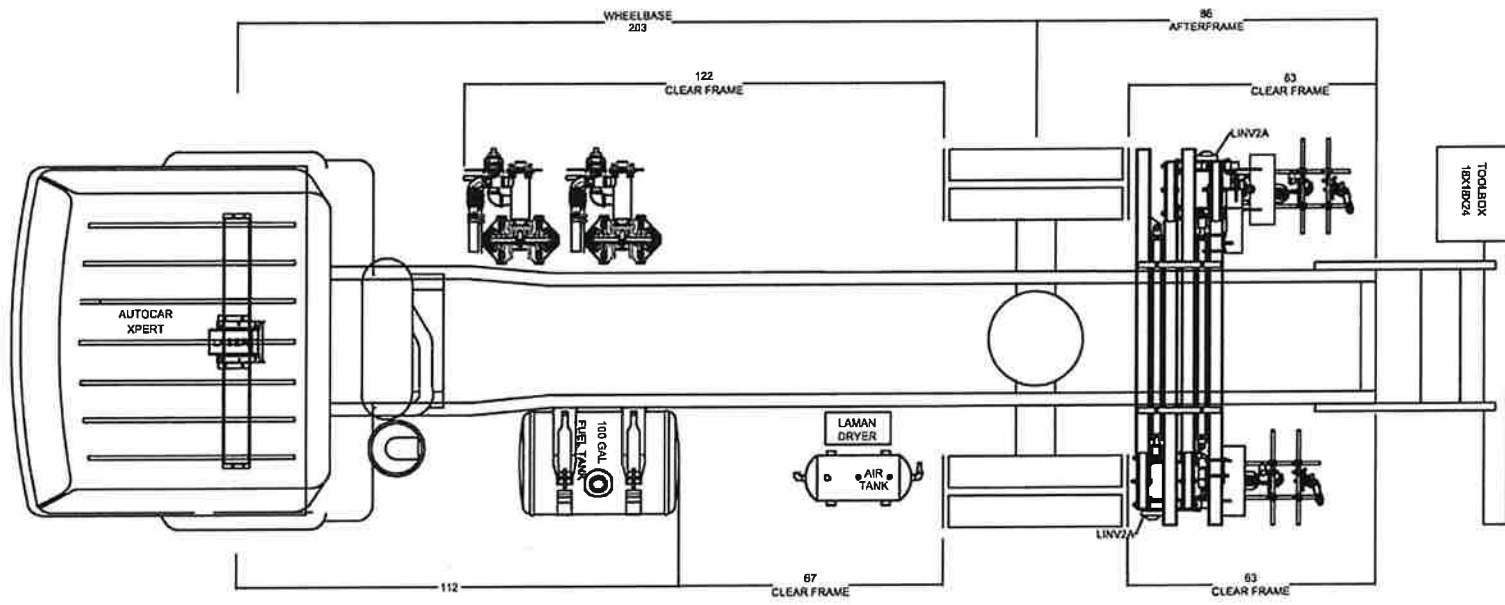
The following items have been changed on the Sourcewell Contract No. 080521-EZL specification and are covered by **Published Options**:

1. **Page 3; 13.0 & 14.0-Utility Mount Air Compressor-Page 10; 13.1.1.**-The 85 cfm hydraulically powered rotary screw Boss Industries air compressor with power provided by Cummins Tier 4 auxiliary engine has been changed to a Boss Industries utility mount 210 cfm rotary screw air compressor direct driven by a John Deere 4045D Tier 4 engine. This change is covered by **Option Code 18A-01-03.**
2. **Page 3; 15.0.-High Pressure Paint Pump Control-Page 9; 10.5.**-As a result of adding the operators' cab the control of the high-pressure paint pumps has been changed from manual to electric over hydraulic remote control. This change is covered by **Option Code 18A-03-02.**
3. **Page 2; 9.0 & 12.0 & Page 4; 20.0-Additional Paint & Bead Line-Page 7; 9.2.**-An additional paint gun with bead gun has been added to the left gun carriage. This change is covered by **Option Code 18A-04-01.**
4. **Page 2; 9.0 & Page 4; 20.0-Graco Paint Gun only w/Gun Raiser-Page 7; 9.2. & Page 8; 9.3.**-Three (3) yellow guns with Gun Raisers have been added to the left gun carriage and one (1) white gun with a Gun Raiser has been added to the right gun carriage. These changes are covered by **Option Code 18A-04-08.**
5. **Page 3; 16.0-Laser Guidance System-Page 15; 20.**-For guidance a Model GL3000-P remote controlled laser has been added with the controls near the driver. This change is covered by **Option Code 18A-07-06.**
6. **Page 4; 21.0-Deduct Arrow Board-Page 15; 19.**-The 3' x6' actuated arrow board has been eliminated. This change is covered by **Option Code 18A-07-11.**
7. **Page 3; 18.0.-David Clark Wireless Intercom System-Page 14; 18.0**-The hardwired David Clark intercom system has been replaced with a wireless David Clark system. The main control module is installed in the chassis cab. This change is covered by **Option Code 18A-07-17.**

8. **Page 1; 2.0-Operators' Cab-Page 4; 4.**-An aluminum operators' cab with square front corners has been added to the specifications. The cab is equipped with a Red DOT unit with heat and air conditioning. This change is covered by **Option Code 18A-08-01.**
9. **Page 2; 5.0-Deduct for Mechanical Line Guide-Page 4; 3.9.**-Because of the remotely controlled guidance laser, the mechanical line guide has been eliminated. This change is covered by **Option Code 18A-08-04.**
10. **Page 1; 2.0-Toolbox-Page 15; 22.**-One (1) 18x18x24 aluminum toolbox has been added to the specifications. This change is covered by **Option Code 18A-08-05.**

The following items listed in the County's specifications are **changes to the contract specifications** that come under **Sourced Goods.**

11. **Page 1; 2.-Autocar Chassis-Page 4; 25.0.**-An Autocar Model ACMD42 chassis has been added to the specifications. An addition has been included for this change.
12. **Page 9; 10.9-30-Gallon ASME SS Flush Tank-Page 2; 6.0.**-A 30-gallon stainless-steel flush tank has been added. Included are two (2) take offs with one near each gun carriage and a detachable spray gun with 25' of coiled hose. An addition has been included for this change.
13. **Page 13; 17.4.-Tandem Paint Gun Switches-Page 3; 17.0.**-A tandem paint gun switch has been included for each timer. An addition has been included for this change.
14. **Page 17; 28.1.-Three-Day Training Session-Page 4; 24.0.**-The cost of the 3-Day Training Session is addressed under Sourced Goods. An addition has been provided.



PROPRIETARY



ORANGE CITY, IOWA 51041

drawn	SMN	
date created	4/28/22	
date revised	4/28/22	rev D

MORROW COUNTY, OR 2022
 MODEL TS-AL500
 PROPOSED COMPONENT LAYOUT



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
410

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Undersheriff Brian Snyder
Department: Sheriff's Office
Short Title of Agenda Item: Law Enforcement Services Agreement with Lone School District
Date submitted to reviewers: July 26, 2023
Requested Agenda Date: Aug 16, 2023
(No acronyms please)

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Lone School District
Contractor/Entity Address: 445 Spring St./PO Box 167, Lone, OR 97843
Effective Dates - From: August 1, 2023 Through: End of School Year in 2024
Total Contract Amount: \$25,000. Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
John Bombs 7/26/23 Department Director Required for all BOC meetings
Liaison Commissioner Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

This Agreement between Morrow County and Ione School District is for Sheriff's Office - School Resource Deputy Services at the Ione School District Schools for the 2023-2024 school year.

The only thing that has changed from the previous year's agreement, is the dates, and the people signing the documents.

This Agenda Item for the Morrow County Board of Commissioners Meeting is being presented for the Consent Agenda.

2. FISCAL IMPACT:

\$25,000 income to Morrow County.

3. SUGGESTED ACTION(S)/MOTION(S):

Suggest BOC sign the Agreement with Morrow County School District.

Attach additional background documentation as needed.

**LAW ENFORCEMENT SERVICES AGREEMENT
IONE SCHOOL DISTRICT AND MORROW COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT commencing on 1st day of August 2023, by and between the IONE SCHOOL DISTRICT, a unit of local government, hereinafter referred to as the "District" and MORROW COUNTY SHERIFF'S OFFICE, a unit of local government, hereinafter referred to as "MCSO" and MORROW COUNTY BOARD OF COMMISSIONERS, a political subdivision of the State of Oregon, hereinafter referred to as "Morrow County."

WITNESSETH:

WHEREAS, District desires to enter into a contract with MCSO for the performance of law enforcement services at schools within the District and at after-school events, and

WHEREAS, MCSO has personnel qualified and capable to provide law enforcement protection and services within Morrow County and is agreeable to rendering such law enforcement services and protection on the terms and conditions set forth in this Agreement, and

WHEREAS, the parties to the Agreement are authorized by the laws of the State of Oregon to enter into such an agreement pursuant to ORS 190.003 through 190.085.

NOW, THEREFORE, the parties hereto agree as follows:

- I. MCSO agrees to employ, furnish and supply police officers referred to herein as School Resource Officer (SRO) together with equipment, supplies, vehicle, supervision and such other items that are reasonably necessary to provide law enforcement services to District, under the following terms and conditions:
 - a. MCSO will provide (0.50) officer as SRO in Ione who will work with the District an average of 20 hours per week while school is in session. On weeks that there are not 20 hours scheduled in the school, the SRO will work for MCSO.
 - b. MCSO agrees to provide an SRO for certain after-school activities. Any hours worked by the SRO at an after-school activity shall be counted in the hours worked by the SRO in that week as mentioned in subsection (a) above unless such hours qualify for overtime under the MCSO Collective Bargaining Agreement. It shall be the responsibility of the Superintendent or designee to request the presence of the SRO for any after-school activity. The Superintendent or designee shall by mutual agreement with the SRO determine the date and hours to start and end for each after-school activity at which the SRO's presence is requested. The Superintendent or designee shall coordinate with the SRO concerning the number and attire of school security guards required, if any, at such after-school activities.

- d. The personnel used by MCSO to perform the law enforcement services remain under the jurisdiction and control of MCSO while rendering the services and MCSO shall maintain the standard of performance of such personnel. Although SRO will operate within a formal educational environment, they are not relieved of the official duties as law enforcement officers. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations will be issued and arrests made when appropriate and in accordance with MCSO's standard operating procedure.
 - e. If at any time the SRO is called to respond to an emergency by other MCSO personnel during the course of providing law enforcement services to the district, the emergency shall take precedence and the SRO shall respond accordingly.
 - f. Except as otherwise specifically set for in this Agreement, such law enforcement services shall only encompass duties and functions of the type coming with the jurisdiction of and customarily rendered by a Sheriff's Office in the State of Oregon under the statutes of the State of Oregon.
 2. The District shall pay MCSO for law enforcement services to be rendered pursuant to this Agreement. Said sum shall be paid to Morrow County upon receipt of invoices from MCSO that will be submitted in the following manner:
 - a. The District shall pay Morrow County \$25,000 for the SRO serving Ione. Payment will be made in two payments for the 2023-2024 school year. The first payment of \$12,500 will be due on or before the 15th day of December 2023. The second and final payment of \$12,500 will be due on or before the 15th day of March 2024. The total payment should not exceed \$25,000.
 - b. The District should not require any overtime. If the SRO is needed for any special activities, the school will allow MCSO to adjust the hours that week to allow the SRO to compensate for the overtime.
 - c. Invoices will be submitted by MCSO on a quarterly basis. MCSO shall provide copies of payroll records for verification purposes of hours worked at the request of the District.
 3. To further facilitate the performance of services, the District agrees to set aside a workspace and make facilities at each of the schools available to the SRO performing services under this Agreement so they may write reports, conduct interviews, make phone calls, and complete other administrative tasks without leaving the area.
 4. It is agreed that all employees of MCSO shall remain employees of MCSO for all purposes including the payment of wages and benefits, withholding or deductions from wages and/or salaries, retirement benefits, insurance, workers' compensation, and unemployment or other compensation to any MCSO personnel performing services pursuant to this Agreement. Employee time off or vacation requests will be consistent with current language in the MCSO

Collective Bargaining Agreement and both parties agree to try to schedule this during time that school is not in session.

5. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.
6. Each party shall indemnify and hold the other harmless for any acts of that party and that party's employees and agents, to the extent of the limits set forth in the Oregon Tort Claims Act ORS 30.260- 30.300.
7. This Agreement shall be effective commencing on the date of execution of this Agreement by the parties and shall continue in full force and effect to the end of 2023-2024 school year.
8. This Agreement may be renewed by a mutual agreement of the parties for additional one (1) year periods under the terms and condition terms as the parties agree. Funds under a renewed contract shall be paid to MCSO within thirty (30) days of renewal or execution of the contract.
9. Each of the parties has designated an employee to be its administrator of this Agreement for the purpose of coordinating the efforts for the District and the employees of MCSO. The District designates the Ione School District Superintendent as its administrator and MCSO designates the Sheriff as its administrator. Communications between the parties concerning this Agreement shall be made between the Administrator or their designee.
10. Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given for purposes if delivered personally or is sent by U.S. Certified Mail, Return Receipt Requested, addressed to the party in question at the address as hereinafter set forth:

Superintendent
Ione School District
PO Box 167
445 Spring Street
Ione, Oregon 97843

Morrow County Sherriff
PO Box 159
Heppner, OR 97836

For purposes of this Agreement, a notice served by mail shall be deemed to have been delivered three (3) days after the date mailed as indicated by the postal service postmark on the certified mail receipt or on the envelope containing the notice. Either party, in writing, of the new address.

11. This Agreement encompasses the entire agreement of the parties and may

not be modified or changed in any way except by written document signed by all the parties hereto.

12. Any provision of this Agreement which is found by a court of competent jurisdiction to be invalid or illegal shall in no way affect or invalidate any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

13. This Contract shall be executed in two (2) originals with each party retaining an original.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed by the authorized officials of each party.

**MORROW COUNTY BOARD OF COMMISSIONERS
MORROW COUNTY, OREGON**

David Sykes, Chair

Date: _____

Jeff Wenholz, Commissioner

Date: _____

Roy Drago, Jr., Commissioner

Date: _____

Approved as to Form:

Morrow County Counsel

Date: _____

MORROW COUNTY SHERIFF'S OFFICE

John A. Bowles
John A. Bowles, Sheriff
Morrow County Sheriff's Office

Date: 6/14/23

IONE SCHOOL DISTRICT

Tracey Johnson
Tracey Johnson, Superintendent
Ione School District

Date: 7/17/23

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

This Agreement between Morrow County and Morrow County School District is for Sheriff's Office - School Resource Deputy Services at the Morrow County School District Schools for the 2023-2024 school year.

The only thing that has changed from the previous year's agreement, is the dates, and the people signing the documents.

This Agenda Item for the Morrow County Board of Commissioners Meeting is being presented for the Consent Agenda.

2. FISCAL IMPACT:

\$75,000 income to Morrow County.

3. SUGGESTED ACTION(S)/MOTION(S):

Suggest BOC sign the Agreement with Morrow County School District.

Attach additional background documentation as needed.

**LAW ENFORCEMENT SERVICES AGREEMENT
MORROW COUNTY SCHOOL DISTRICT AND MORROW COUNTY SHERIFF'S
OFFICE**

THIS AGREEMENT commencing on 1st day of August 2023, by and between the MORROW COUNTY SCHOOL DISTRICT, a unit of local government, hereinafter referred to as the "District" and MORROW COUNTY SHERIFF'S OFFICE, a unit of local government, hereinafter referred to as "MCSO" and MORROW COUNTY BOARD OF COMMISSIONERS, a political subdivision of the State of Oregon, hereinafter referred to as "Morrow County."

WITNESSETH:

WHEREAS, District desires to enter into a contract with MCSO for the performance of law enforcement services at schools within the District and at after-school events, and

WHEREAS, MCSO has personnel qualified and capable to provide law enforcement protection and services within Morrow County and is agreeable to rendering such law enforcement services and protection on the terms and conditions set forth in this Agreement, and

WHEREAS, the parties to the Agreement are authorized by the laws of the State of Oregon to enter into such an agreement pursuant to ORS 190.003 through 190.085.

NOW, THEREFORE, the parties hereto agree as follows:

1. MCSO agrees to employ, furnish and supply police officers referred to herein as School Resource Officer (SRO) together with equipment, supplies, vehicle, supervision and such other items that are reasonably necessary to provide law enforcement services to District, under the following terms and conditions:
 - a. MCSO will provide (1) officer as SRO in Irrigon who will work with the District an average of 40 hours per week while school is in session. On weeks that there are not 40 hours scheduled in the school, the SRO will work for MCSO.
 - b. MCSO will provide (0.50) officer as SRO in Heppner who will work with the District an average of 20 hours per week while school is in session. On weeks that there are not 20 hours scheduled in the school, the SRO will work for MCSO.
 - c. MCSO agrees to provide an SRO for certain after-school activities. Any hours worked by the SRO at an after-school activity shall be counted in the hours worked by the SRO in that week as mentioned in subsection (a) above unless such hours qualify for overtime under the MCSO Collective Bargaining Agreement. It shall be the responsibility of the Superintendent or designee to request the presence of the SRO for any after-school activity. The Superintendent or designee shall by mutual agreement with the SRO determine the date and hours to start and end for each after-school activity at which the

SRO's presence is requested. The superintendent or designee shall coordinate with the SRO concerning the number and attire of school security guards required, if any, at such after-school activities.

- d. The personnel used by MCSO to perform the law enforcement services remain under the jurisdiction and control of MCSO while rendering the services and MCSO shall maintain the standard of performance of such personnel. Although SRO will operate within a formal educational environment, they are not relieved of the official duties as law enforcement officers. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations will be issued and arrests made when appropriate and in accordance with MCSO's standard operating procedure.
 - e. If at any time the SRO is called to respond to an emergency by other MCSO personnel during the course of providing law enforcement services to the district, the emergency shall take precedence and the SRO shall respond accordingly.
 - f. Except as otherwise specifically set for in this Agreement, such law enforcement services shall only encompass duties and functions of the type coming with the jurisdiction of and customarily rendered by a Sheriff's Office in the State of Oregon under the statutes of the State of Oregon.
2. The District shall pay MCSO for law enforcement services to be rendered pursuant to this Agreement. Said sum shall be paid to Morrow County upon receipt of invoices from MCSO that will be submitted in the following manner:
 - a. The District shall pay Morrow County \$50,000 for the SRO serving Irrigon schools and \$25,000 for the SRO serving the Heppner schools. Payment will be made in two payments for the 2023-2024 school year. The first payment of \$37,500 will be due on or before the 15th day of December 2023. The second and final payment of \$37,500 will be due on or before the 15th day of March 2024. The total payment should not exceed \$75,000.
 - b. The District should not require any overtime. If the SRO is needed for any special activities the school will allow MCSO to adjust the hours that week to allow the SRO to compensate for the overtime.
 - c. Invoices will be submitted by MCSO on a quarterly basis. MCSO shall provide copies of payroll records for verification purposes of hours worked at the request of the District.
 3. To further facilitate the performance of services, the District agrees to set aside a workspace and make facilities at each of the schools available to the SRO performing services under this Agreement so they may write reports, conduct interviews, make phone calls, and complete other administrative tasks without leaving the area.
 4. It is agreed that all employees of MCSO shall remain employees of MCSO for all purposes

including the payment of wages and benefits, withholding or deductions from wages and/or salaries, retirement benefits, insurance, workers' compensation, and unemployment or other compensation to any MCSO personnel performing services pursuant to this Agreement. Employee time off or vacation requests will be consistent with current language in the MCSO Collective Bargaining Agreement and both parties agree to try to schedule this during time that school is not in session.

5. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.
6. Each party shall indemnify and hold the other harmless for any acts of that party and that party's employees and agents, to the extent of the limits set forth in the Oregon Tort Claims Act ORS 30.260- 30.300.
7. This Agreement shall be effective commencing on the date of execution of this Agreement by the parties and shall continue in full force and effect to the end of 2023-2024 school year.
8. This Agreement may be renewed by a mutual agreement of the parties for additional one (1) year periods under the terms and condition terms as the parties agree. Funds under a renewed contract shall be paid to MCSO within thirty (30) days of renewal or execution of the contract.
9. Each of the parties has designated an employee to be its administrator of this Agreement for the purpose of coordinating the efforts for the District and the employees of MCSO. The District designates the Morrow County School District Superintendent as its administrator and MCSO designates the Sheriff as its administrator. Communications between the parties concerning this Agreement shall be made between the Administrator or their designee.
10. Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given for purposes if delivered personally or is sent by U.S. Certified Mail, Return Receipt Requested, addressed to the party in question at the address as hereinafter set forth:

Superintendent
Morrow County School District
PO Box 100
235 E. Stansbury St
Heppner, Oregon 97836

Morrow County Sherriff
PO Box 159
Heppner, OR 97836

For purposes of this Agreement, a notice served by mail shall be deemed to have been delivered three (3) days after the date mailed as indicated by the

postal service postmark on the certified mail receipt or on the envelope containing the notice. Either party, in writing, of the new address.

11. This Agreement encompasses the entire agreement of the parties and may not be modified or changed in any way except by written document signed by all the parties hereto.

12. Any provision of this Agreement which is found by a court of competent jurisdiction to be invalid or illegal shall in no way affect or invalidate any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

13. This Contract shall be executed in two (2) originals with each party retaining an original.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed by the authorized officials of each party.

**MORROW COUNTY BOARD OF COMMISSIONERS
MORROW COUNTY, OREGON**

David Sykes, Chair

Date: _____

Jeff Wenholz, Commissioner

Date: _____

Roy Drago, Jr., Commissioner

Date: _____

Approved as to Form:

Morrow County Counsel

Date: _____

MORROW COUNTY SHERIFF'S OFFICE

John A. Bowles
John A. Bowles, Sheriff
Morrow County Sheriff's Office

Date: 6/14/23

MORROW COUNTY SCHOOL DISTRICT

Matt Combe
Matt Combe, Superintendent
Morrow County School District

Date: 7-13-23



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Tamra Mabbott

Date submitted to reviewers: August 11, 2023

Department: Planning

Requested Agenda Date: August 16, 2023

Short Title of Agenda Item: County Letter to Oregon Energy Facility Siting Council regarding Request for Amendment 1 to Site Certificate for Wheatridge Renewable Energy Facility East
(No acronyms please)

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Tamra Mabbott August 11, 2023 Department Director Required for all BOC meetings
County Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

2. FISCAL IMPACT:

N/A

3. SUGGESTED ACTION(S)/MOTION(S):

Approve and sign the attached letter.

Attach additional background documentation as needed.

Documents Pending

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

The State of Oregon Intergovernmental Agreement Juvenile Crime Prevention Basic Services provides funds through the Oregon Youth Authority (OYA) to Morrow County. These funds are distributed on a reimbursement basis and Morrow County is receiving \$43,211.00 for the biennium of July 1, 2023 through June 30, 2025. The majority of these funds are used to pay for detention beds. We have also allotted some of those funds to help pay for any evaluations, polygraphs, and treatment as well as an incentive program to help purchase items for youth the help them engage in services in the community and probation requirements. We have also budgeted some of these dollars to go towards a restitution program for youth to earn money to pay back victims by doing community service hours.

2. FISCAL IMPACT:

GL 101-112-3-30-4010 project code 205, expense line 001, revenue line 010 in the amount of \$43,211.00

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to approve and sign Intergovernmental Agreement #15058, Juvenile Crime Prevention Basic Services.

Attach additional background documentation as needed.

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Procurement Unit at (503) 373-7371.

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
JUVENILE CRIME PREVENTION BASIC SERVICES**



Agreement #15058

This Juvenile Crime Prevention Basic Services Intergovernmental Agreement (the "Agreement") is between the State of Oregon acting by and through its **Oregon Youth Authority** ("OYA" or "Agency") and **Morrow County**, a political subdivision of the State of Oregon ("County").

WHEREAS, pursuant to ORS 190.110, ORS 420.017 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- 1. Effective Date and Duration.** This Agreement shall become effective as of **July 1, 2023**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2025**.
- 2. Consideration.** The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$43,211.00**. Payments shall be in accordance with the requirements in Exhibit E.
- 3. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits

Exhibit A	Definitions
Exhibit B	Terms and Conditions
Exhibit C	Program Requirements
Exhibit D	Provider Requirements
Exhibit E	Funding
Exhibit F	Service Tracking in JJIS
Exhibit G	Service Plan

All exhibits by this reference are hereby made part of this Agreement. Exhibits A-F are attached; Exhibit G is not attached but will be on file with County and OYA.

The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

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

YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

By: _____ Date: _____

Title: _____

Mailing Address: _____

Facsimile: _____

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____

Name: Teri Bledsoe, Senior Contract Specialist

Mailing Address: 530 Center St. NE, Suite 500
Salem, Oregon 97301-3740

Facsimile: (503) 373-7921

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, including amendments, exceeds or is likely to exceed \$150,000.00)

By: Exempt per OAR 137-045-0050 Date: _____

Susan Amesbury, Assistant Attorney General

Reviewed and Approved by **OYA Agreement Administrator:**

By: Template approved 06292023 Date: _____

Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: _____ Date: _____

Riley Dunagan

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **"Adjudicated youth"** has the meaning set forth in ORS 420.005 and includes "youth offenders" as that term is used in ORS 420.017 and 420.019.
2. **"Administrative Costs"** means Allowable Costs incurred by County or a Provider in administering implementation of the Service Plan, as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
3. **"Agreement"** means this Intergovernmental Agreement between OYA and County.
4. **"Allowable Costs"** means those costs that are reasonable and necessary for delivery of Services in implementation of the Service Plan as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
5. **"Claim"** has the meaning set forth in Section 15 of Exhibit B. As used in Exhibit D, "Claim" has the meaning set forth in Section 1 of Exhibit D.
6. **"Client"** means any individual who receives a Service.
7. **"Close Custody Facility"** for purposes of this Agreement means OYA Youth Correctional Facilities and OYA Transition Programs.
8. **"Community Programs"** means those services and sanctions operated or administered by OYA and provided to delinquent youth outside the Close Custody Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the Service Plan.
9. **"County"** has the meaning set forth in the first paragraph of this Agreement.
10. **"Diversion Services"** means services outlined in the Service Plan as defined under ORS 420.017 and 420.019 and OAR 416-410-0030. Diversion Services are community based and operated to divert commitment of youth from OYA Close Custody Facilities. Funds for Diversion are paid under a separate Agreement between OYA and the Central and Eastern Oregon Juvenile Justice Consortium.
11. **"Evaluation Costs"** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
12. **"JCP Basic Services" or "Basic Services"** means services outlined in the Service Plan and provided under this Agreement for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for adjudicated youth.
13. **"JCP Basic Services Funds"** means funds provided under this Agreement for JCP Basic Services. JCP Basic Service Funds are part of the budget of the Oregon Youth Authority.
14. **"JJIS"** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.
15. **"OYA"** means the Oregon Youth Authority.
16. **"Provider"** has the meaning set forth in Section 5 of Exhibit B.

17. **"Service"** means any service or group of related services delivered as part of Service Plan implementation.
18. **"Service Plan"** means the County's plan for 2023-2025 JCP Basic Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2023-2025 has been developed and approved as described above, the term "Service Plan" has the meaning set forth in Exhibit C, Section 3.
19. **"Supplanting"** means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.
20. **"Target Population for Basic Services"** means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:
 - a. Antisocial behavior;
 - b. Poor family functioning or poor family support;
 - c. Failure in school;
 - d. Substance abuse problems; or
 - e. Negative peer association.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT B
TERMS AND CONDITIONS**

1. Payment and Recovery of Funds.

a. Payment Generally. Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.

b. Payment Requests and Notices. County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.

c. Conditions Precedent to Payment. OYA's obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:

(i) OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.

(ii) No default as described in Section 7 of this Exhibit has occurred.

(iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.

(iv) OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA.

(v) OYA has received from County and approved the County's Service Plan for the 2023-2025 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 5 on or prior to the date of the payment request.

(vi) The expenditure report/payment request is received no later than 60 days after the termination or expiration of this Agreement.

d. Recovery of Funds. If payments to County by OYA under this Agreement are made in error or are found by OYA to be excessive under the terms of this Agreement, OYA, after giving written notification to the County, shall enter into nonbinding discussions with County within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, OYA may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by OYA to recover the amount of the overpayment. If, after discussions, the parties do not agree that payments were made in error or found to be excessive, the parties may agree to consider further appropriate dispute resolution processes, as provided in Section 29 of this Exhibit B. This Section 1.d. shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

(i) Subject to the debt limitations in Article XI, Section 10 of the Oregon Constitution, OYA's right to recover overpayments from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

(ii) If the exercise of the OYA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(iii) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with the OYA.

(iv) Nothing in this Section 1.d shall require County or OYA to act in violation of state or federal constitutions, statutes, regulations or rules.

(v) Nothing in this Section 1.d shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Representations and Warranties.

a. County represents and warrants as follows:

(i). **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). **Due Authorization.** The making and performance by County of this Agreement (1) has been duly authorized by all necessary action by County and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

(iii). **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(iv). **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to OYA hereunder or in connection with this Agreement are true and accurate in all materials respects.

(v). **Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Plan.

b. OYA represents and warrants as follows:

(i). **Organization and Authority.** OYA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). **Due Authorization.** The making and performance by OYA of this Agreement (1) has been duly authorized by all necessary action by OYA and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OYA is a party or by which OYA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OYA of this Agreement, other than approval by the Department of Justice if required by law.

(iii). Binding Obligation. This Agreement has been duly executed and delivered by OYA and constitutes a legal, valid and binding obligation of OYA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

(iv). Accuracy of Information. The statements made in and the information provided in connection with any applications, requests or submissions to County hereunder or in connection with this Agreement are true and accurate in all materials respects.

c. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

3. Expenditure of Funds. County may expend the funds provided to County under this Agreement solely on Allowable Costs necessarily incurred in implementation of the Service Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

a. No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers and subcontractors. This applies to all funds paid pursuant to this Agreement. County shall record Administrative Costs on forms provided by OYA.

b. County may expend Basic Services funds solely on Basic Services.

c. County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.

d. County may not use funds provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to July 1, 2023 or after the termination date of this Agreement.

e. County shall not use the funds provided to County under this Agreement to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth. County reductions to local funding do not constitute supplanting if the County reductions to local funding are taken proportionately across all County departments.

4. Expenditure Reports. County shall submit to OYA, on forms designated by OYA, a quarterly written detail expenditure report on the County's actual expenditures during the prior calendar quarter that are consistent with the Service Plan. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA. County shall retain copies of the expense documentation in accordance with Section 6 of this Exhibit B.

5. Provider Contracts. Except as otherwise expressly provided in the Service Plan, County may contract with a third person or entity (a "Provider") for delivery of a particular Service or portion thereof (a "Provider Contract") County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Provider Contract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Provider's performance under the Provider Contract, including but not limited to, all provisions of this Agreement that expressly require County to require Provider's compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OYA upon request.

6. Records Maintenance, Access and Confidentiality.

a. County shall maintain, and require all Providers to maintain, all fiscal records relating to this Agreement and any Provider Contract, as applicable, in accordance with generally accepted accounting principles. In addition, County shall maintain, and require all Providers to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each Provider's performance. County acknowledges and agrees that OYA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of any audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

b. Unless otherwise required by law, the use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's Providers and their employees and agents of any information concerning a recipient of Services provided under the applicable Provider Contracts, for any purpose not directly connected with the administration of the County's or Provider's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its Providers to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of Client records.

c. OYA shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

d. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

7. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Service Plan;

b. Any representation, warranty or statement made by County herein or in any documents or reports made by County in connection herewith that are reasonably relied upon by OYA to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to

bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

8. OYA Default. OYA shall be in default under this Agreement upon the occurrence of any of the following events:

a. OYA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein: or

b. Any representation, warranty or statement made by OYA herein or in any documents or reports made by OYA in connection herewith that are reasonably relied upon by County to measure performance by OYA is untrue in any material respect when made.

9. Termination.

a. County Termination. County may terminate this Agreement in its entirety:

(i) For its convenience, upon 90 days advance written notice to OYA.

(ii) Upon 30 days advance written notice to OYA, if OYA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.

(iii) Upon 45 days advance written notice to OYA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.

(iv) Immediately upon written notice to OYA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OYA Termination. OYA may terminate this Agreement in its entirety:

(i) For its convenience, upon 90 days advance written notice to County.

(ii) Upon 45 days advance written notice to County, if OYA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of OYA's reasonable administrative discretion, to meet the payment obligations of OYA under this Agreement.

(iii) Immediately upon written notice to County if Oregon or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that the OYA does not have the authority to meet its obligations under this Agreement or no longer has the authority to provide the funds from the funding source it had planned to use.

(iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OYA may specify in the notice.

(v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service.

(vi) Immediately upon written notice to County, if OYA determines that County or any of its Providers have or may have endangered, or are or may be endangering the health or safety of a Client or others.

10. Effect of Termination

a. Entire Agreement. Upon termination of this Agreement in its entirety, OYA shall have no further obligation to pay funds to County under this Agreement, whether or not OYA has paid to County all funds described in Exhibit E. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

b. Survival. Notwithstanding subsection (a) above, exercise of the termination rights in section 9 of this Exhibit B or expiration of this Agreement in accordance with its terms, shall not affect County's or OYA's obligations under this Agreement or OYA's or the County's right to enforce this Agreement against County or OYA in accordance with its terms, with respect to funds actually received by County under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 9 of this Exhibit B or expiration of this Agreement shall not affect either party's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, contribution obligations, indemnity obligations, governing law and consent to jurisdiction, assignments and successors in interest, Provider Contract obligations, Provider insurance obligations, ownership of intellectual property obligations, OYA's spending authority, the restrictions and limitations on County's expenditure of funds actually received by County hereunder, or OYA's right to recover from County, in accordance with the terms of this Agreement, any funds paid to County that are identified by OYA as an overpayment. If a termination right set forth in Section 9 of this Exhibit B is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

11. Unilateral Modification. If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement, in proportion to the increase or decrease in the appropriation or allotment, provided that OYA increases or decreases, in the same proportion, the funds awarded to all other counties under similar agreements, with the exception of JCP Prevention Funds awarded to minimum grant counties. In such circumstance, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement as a result of a reduction in appropriations or allotments. This Section 11 is not applicable to any funding change that requires a different or new service to be provided. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to

OYA for approval in a format and timeline prescribed by OYA. Such Service Plan shall be effective no sooner than the effective date of the funding change.

12. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to County or OYA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery to the recipient's e-mail system. Any communication or notice given by personal delivery shall be effective when actually delivered.

To Agency: Sandra Santos
Oregon Youth Authority
530 Center St. NE, Suite 500
Salem, Oregon 97301-3765
Voice: (503) 779-3938
Facsimile: (503) 373-7921
E-mail: sandra.santos@oya.oregon.gov

To County: Christy Kenny
Morrow County
PO Box 412
110 N. Court St.
Heppner, Oregon 97836
Voice: (541) 371-1693
Facsimile: (541) 676-9836
E-Mail: ckenny@co.morrow.or.us

The supervising representatives of the parties for purposes of this Agreement are indicated above. Should a change in Agency's or County's representative become necessary, Agency or County will notify the other party of such a change in writing. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

13. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

15. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any

Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. Compliance with Applicable Law. Both parties shall comply and County shall require all Providers to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; (x) all state laws requiring reporting of Client abuse and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall require that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

17. Assignments, Successors in Interest.

a. County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of OYA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the OYA may deem necessary. No approval by the OYA of any assignment or transfer of interest shall be deemed to create any obligation of the OYA in addition to those set forth in the Agreement.

b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

18. No Third Party Beneficiaries. OYA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that OYA and County's performance under this Agreement is solely for the benefit of OYA and the County to assist and enable OYA and the County to accomplish their respective missions. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

19. Integration and Waiver. This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

20. Amendment. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Sections 3.a and 5.d of Exhibit C, and in any event no such amendment, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

21. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

22. Construction. The provisions in this Agreement are the product of extensive negotiations between the State of Oregon and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

23. Contribution

a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligations under this Section with respect to the Third Party Claim.

b. With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

c. With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

24. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO SECTION 23 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

25. Ownership of Intellectual Property.

OYA Agreement #15058
Morrow County
JCP Basic Services

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on the OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 25a(i).

b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, the OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law or otherwise requested by OYA.

26. Force Majeure. Neither OYA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes or war which is beyond the reasonable control of OYA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

27. HIPAA Compliance. To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), and the federal regulations implementing the Act, including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time (collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

a. **Privacy and Security Of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

b. **Consultation and Testing.** If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with OYA.

28. Criminal History Checks. The County shall ensure that any person having direct contact with OYA youth offenders under this Agreement has passed a criminal history check and meets OYA's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards when having direct contact with OYA youth offenders under this Agreement. Any person that has failed a criminal history check as set forth in OAR 416-800-0000 to 416-800-0095 is prohibited from providing services under this Agreement to OYA youth offenders.

29. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT C
PROGRAM REQUIREMENTS**

1. **Outcomes.** County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services with the goal of achieving the high level outcomes of reducing juvenile recidivism and equitable service delivery.

2. **JCP Basic Services Target Population and Funded Services.** County shall target its Basic Services to the Target Population for Basic Services.

a. JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:

- (i) Antisocial behavior.
- (ii) Poor family functioning or poor family support.
- (iii) Failure in school.
- (iv) Substance abuse problems.
- (v) Negative peer associations.

b. JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent the highest risk local youth offenders from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

3. **Service Plans**

a. **Service Plan Submission.** County shall submit a written JCP Basic Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2021-2023 biennium. Until the Service Plan for the 2023-2025 biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2021-2023 biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2023-2025 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2021-2023 biennium and be incorporated into and be a part of this Agreement in accordance with Section 3 of this Agreement, without any further action on the part of the parties.

(i) The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.

(ii) All funded services must focus on supporting the high level outcome in Section 1 of this Exhibit C.

b. **Service Plan Implementation.** County shall implement, or through Providers shall require to be implemented, the JCP Basic Services portion of the Service Plan as developed in 3.a. of this Section.

c. **Evidence-Based Services and Programs.** County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.

d. Equitable Service Delivery. In order to ensure the programs and services that are funded under this Agreement are delivered equitably, and that they meet the state's goals and objectives for the provision of juvenile justice services, County shall provide OYA with the following:

(i) JCP Basic Narrative Plan report, once per biennium, by July 15, 2023. The Narrative Plan report shall be on an OYA provided template and shall include:

- An overview of County data in order to convey the demand on services at the County level, the youth populations that are at risk of coming to OYA;
- A description of the services that the County anticipates needing during the 2023-2025 biennium in order to address the needs of diverse youth in the County; and
- Additional County level information about what is historically working, what is not working, and where there may be gaps in local services.

(ii) A completed JCP assessment for youth with a Formal Accountability Agreement (FAA) or higher disposition, due 90 days pre-disposition or 30 days post-disposition.

4. Cultural Competency. County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

5. Amendment to Service Plan

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for an amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. County shall follow the following requirements if it desires to change the Service Plan:

a. The Service Plan budget may be amended to change allocations between categories of services while staying within the not-to-exceed Grand Total listed in Exhibit E.

b. County shall submit to OYA for review and approval any change(s) to the Service Plan budget aggregating 10% or greater of the total original budget, counting the requested change and all previous changes to the Service Plan budget. Any such change(s) will not be effective without OYA's prior written approval.

c. County shall submit written notification to OYA for any change(s) to the Service Plan budget aggregating less than 10% of the total original budget, counting the requested change and all previous changes to the Service Plan budget. This notification shall contain the substance of the change(s) and will be reviewed by OYA.

d. All changes to the Service Plan budget which comply with Sections 5.a and 5.b, or that comply with Sections 5.a and 5.c, shall be on file with OYA and shall become a part of the Service Plan and this Agreement from the effective date of the budget amendment without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Service Plan budget amendment is the date the Service Plan budget amendment is approved or notification is received by OYA, as applicable.

6. Grievance System. During the term of this Agreement, County shall establish and operate a system through which Clients receiving Services, and the Clients' parents or guardians, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular Client, County shall advise the Client and the parents or guardian of the Client of the existence of this grievance system. County shall notify OYA of all unresolved grievances.

7. Reporting and Documentation

a. During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by JJIS policy, Exhibit F "Service Tracking in JJIS" as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This also applies to providing information on funded services not tracked in JJIS.

b. In addition to the other reporting requirement of this Agreement, during the term of this Agreement, the County shall ensure that all OYA required data fields are entered into JJIS, unless a different process is approved by OYA.

c. If the County fails to meet any of the reporting requirements, OYA may conduct a performance review of the County's efforts under the Service Plan in order to identify ways in which the Service Plan may be improved. If, upon review, OYA determines that there are reasonable grounds to believe that County is not in substantial compliance with the Service Plan or this Agreement, OYA may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OYA right arising out of County's default, as described in Exhibit B.

8. Youth Specific Reporting and Required Documentation

a. For all youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:

(i) A reformation plan or case plan that has been approved by OYA. County shall ensure that the reformation plan or case plan accompanies the youth from the County at the time of commitment to OYA for community placement or placement in a Close Custody Facility.

(ii) Risk data derived from either a JCP Risk Screen tool or the OYA Risk/Needs Assessment tool.

(iii) Documentation of any mental health treatment;

(iv) Past and current prescribed psychotropic medication history;

(v) Past and existing suicidal ideation and behaviors;

(vi) All other information known to the County of behaviors that may be a risk of harm to youth offender or others;

(vii) Documentation of any medical information or developmental disability that might affect youth offender's ability to participate in activities or treatment.

b. County shall enter all youth specific service data in JJIS that is required for tracking services under this Agreement.

9. Other Agreement Requirements.

a. At a minimum, the County shall ensure the following processes are available to support the Service Plan:

(i) Disposition of parole violations;

(ii) Community Programs;

(iii) Plan for providing detention back-up and back up to Community Programs;

(iv) A process for making Close Custody Facility placement and parole decisions in accordance with the Service Plan;

(v) Preliminary revocation hearings in the community to determine whether probable cause exists to believe parole has been violated and, if so, whether parole should be revoked or whether intermediate sanctions are appropriate. County shall provide the hearing report to the designated OYA representative immediately after the hearing concludes. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.

**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT D
PROVIDER REQUIREMENTS**

1. Indemnification by Providers

County shall take all reasonable steps to cause its Provider(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's Provider or any of the officers, agents, employees or subcontractors of the Provider ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Provider from and against any and all Claims.

2. Provider Insurance Requirements

A. GENERAL

County shall require its first tier Provider(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize Providers to begin work under the Provider Contracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Provider Contracts permitting it to enforce Provider compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a Provider with which the County directly enters into a contract. It does not include a subcontractor with which the Provider enters into a contract.

If Provider maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Provider.

B. TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Provider, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Provider shall require and ensure that each of its subcontractors complies with these requirements. If Provider is a

subject employer, as defined in ORS 656.023, Provider shall also obtain employers' liability insurance coverage with limits not less than **\$500,000.00** each accident. If Provider is an employer subject to any other state's workers' compensation law, Provider shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than **\$500,000.00** and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Provider shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than **\$5,000,000.00** and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY

Required **Not required**

Provider shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Provider shall provide Automobile Liability Insurance covering Provider's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required **Not required**

Provider shall provide Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Provider and Provider's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim and not less than \$2,000,000.00 annual aggregate limit. If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Provider and Provider's subcontractors shall provide continuous claims made coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required **Not required**

Provider shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Provider is responsible including but not limited to Provider and Provider's employees and volunteers. Policy endorsement's definition of an insured shall include the Provider, and the Provider's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$3,000,000.00 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Provider's primary and excess liability policies are exhausted.

If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

ADDITIONAL COVERAGE REQUIREMENTS

Provider's insurance shall be primary and non-contributory with any other insurance. Provider shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under the Provider Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Provider's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION:

Provider shall waive rights of subrogation which Provider or any insurer of Provider may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Provider will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Provider or the Provider's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Provider shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- (i) Provider's completion and Agency's acceptance of all Services required under this Agreement, or
- (ii) Agency or Provider termination of this Agreement, or
- (iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE

County shall obtain from the Provider a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION

The Provider or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Provider agrees to periodic review of insurance requirements by Agency under this Agreement and to provide updated requirements as mutually agreed upon by Provider and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Provider shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit D.






**JUVENILE CRIME PREVENTION BASIC SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT E
FUNDING**

SERVICE	TOTAL
JCP BASIC	\$43,211.00

The amount indicated as the Total above represents the maximum amount that OYA may pay to County under this Agreement. This amount is not a firm, fixed amount unconditionally guaranteed to be provided to County, but is a not-to-exceed amount expected to be available for allowable payments to County for performing the Services set forth in the Plan and other provisions of this Agreement.

EXHIBIT F – SERVICE TRACKING IN JJIS

This Policy Statement "Service Tracking in JJIS" may be updated from time to time. County is responsible for checking OYA's Public website at <http://www.jjis.state.or.us/policy/servicetracking.htm> for the most current version. Below is an example of the Policy Statement current as of the date of this Agreement. Any additional forms listed within the example can be accessed by accessing the website listed above and following the associated links.

 		Oregon Juvenile Justice Information System		 
Policy Statement				
Service Tracking in JJIS				
Approved:  Philip Cox, Co-Chair JJIS Steering Committee	Effective Date:	1/16/2013		
	JJIS Steering Committee Approval:	12/19/2012		
	JJIS Policy & Standards Committee Approval:	8/22/2012		
	Supersedes:			
REFERENCE:				

PURPOSE:	<ul style="list-style-type: none"> To provide a standard for consistency in tracking services in JJIS; To provide a threshold for a view of current juvenile justice practice; To provide a foundation to compare trends in key service areas over time; and To establish a foundation to develop capacity to measure results based on evidence
DEFINITIONS:	Services are classified in JJIS according to Program Type as described below. Services are organized activities or programs designed to hold youth accountable for behavior or provide treatment, skills and capacities to change behavior.

Program Type	Definition
Accountability	Services designed to provide a consequence or an accountability experience for a youth. Examples include extended detention, community service, and restitution. Includes services designed to provide alternative service coordination for accountability experiences such as Sanction Court, Peer Court and Youth Court.
Competency Development	
Educational	Elementary and secondary education programs and services designed to assist a youth in obtaining either a high school diploma or a GED.
Independent Living	Services designed to assist a youth transition into independent living.



Program Type	Definition
Skill Development – Non-Residential	Non-residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Skill Development – Residential	Residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Therapeutic Foster Care	Foster care in homes with foster parents who have been trained to provide a structured environment that supports youth's learning social and emotional skills.
Vocational	Services to teach basic vocational skills, career exploration, skills and vocational assessment, vocational training, work experience, work readiness and life skills related to maintaining employment.
Family	
Family Counseling	General family counseling services.
Family Education	Family & Parent Training and Education services. This category excludes family mental health programs and multi-dimensional family services like Family Counseling, Multi-Systemic Therapy & Functional Family Therapy.
Functional Family Therapy	Empirically based family intervention services for youth and their families, including youth with problems such as conduct disorder, violent acting-out, and substance abuse. Service is conducted both in clinic settings as an outpatient therapy and as a home-based model
Multi-Systemic Therapy	Empirically based family intervention service for youth and their families that works on multi-systems within the family and extended family structure.
Fire Setter	
Fire Setter – Non-Residential	Non-residential treatment services for youth with inappropriate or dangerous use of fire.
Fire Setter – Residential	Residential treatment services for youth with inappropriate or dangerous use of fire.



Program Type	Definition
Gang	
Gang – Non-Residential	Non-residential services designed to address juvenile gang related behavior, membership and affiliation.
Gang – Residential	Residential services designed to address juvenile gang related behavior membership and affiliation.
Mental Health	
Mental Health – Non-Residential	Non-residential and aftercare services designed to treat specific DSM-IV Mental Health diagnoses.
Mental Health – Residential	Residential services designed to treat specific DS-MIV Mental Health diagnoses.
Co-Occurring	
Co-Occurring – Non-Residential	Non-residential and aftercare services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Co-Occurring – Residential	Residential services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Sex Offender	
Sex Offender – Non-Residential	Non-residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Sex Offender – Residential	Residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Substance Abuse	
Substance Abuse - Non-Residential	Non-residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency. Interventions include Drug Courts, DUII Impact Panels, Substance Abuse Education and Support Groups and Outpatient Treatment or after care.
Substance Abuse - Residential	Residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency.



Other Youth Services	
Drug Court	Specialized courts designed to handle cases involving substance abuse where the judiciary, prosecution, defense, probation, law enforcement, mental health, social service and treatment communities work together to break the cycle of addiction. Offenders agree to take part in treatment, regular drug screenings, and regular reporting to the drug court judge.
Mentoring	Services foster a relationship over a prolonged period of time between a youth and older, caring, more experienced individuals who provide help to the younger person to support healthy development.
Other – Residential	Residential services which are unable to be categorized with any of the existing categories.
Other – Youth Services	Other services which are unable to be categorized with any of the existing categories.
Victim Related	Services other than Restitution or Community Service that assist youth in developing empathy for victims of their crimes and provide opportunities to repair harm. Interventions in this category include Victim Impact Panels, Victim Offender Mediation.
Wrap Around	Planning process designed to create individualized plans to meet the needs of children and their families by utilizing their strengths. The exact services vary and are provided through teams that link children, families and foster parents and their support networks with child welfare, health, mental health, educational and juvenile justice service providers to develop and implement comprehensive service and support plans.
Assessment	Assessments and evaluations performed to help identify the need for specialized services.
Foster Care	Foster care
Medical	Medical services such as medication management, routine physicals and dental exams, tattoo removal services and other medical care.



POLICY:

Tracking and reporting on services provided to youth by Oregon's juvenile justice system provides a view of current juvenile justice practice, creates a preliminary framework to develop means of analyzing results in the future, and moves the juvenile system toward evidence-based practices.

Tracking

Required Tracking

All youth specific competency development, treatment services, and designated youth services funded with state Prevention, Basic, and Diversion funds and all OYA paid services in the following Program Types will be tracked in JJIS:

- Competency Development
 - Educational
 - Independent Living
 - Skill Development – Non-Residential
 - Skill Development – Residential
 - Therapeutic Foster Care
 - Vocational
- Family
 - Family Counseling
 - Family Education
 - Functional Family Therapy
 - Multi-Systemic Therapy
- Fire Setter
 - Fire Setter – Non-Residential
 - Fire Setter – Residential
- Gang
 - Gang – Non-Residential
 - Gang – Residential
- Mental Health
 - Mental Health – Non- Residential
 - Mental Health – Residential
- Co-Occurring
 - Co-Occurring – Non-Residential
 - Co-Occurring – Residential
- Sex Offender



	<ul style="list-style-type: none"> ○ Sex Offender – Non-Residential ○ Sex Offender – Residential ● Substance Abuse <ul style="list-style-type: none"> ○ Substance Abuse - Non-Residential ○ Substance Abuse - Residential ● Other Youth Specific Services <ul style="list-style-type: none"> ○ Drug Court ○ Mentoring ○ Other Residential ○ Other Youth Services ○ Victim Related ○ Wrap Around <p>At a minimum, the Service Start Date, End Date and Completion Status will be tracked consistent with local policy, using at least one of three JJIS features:</p> <ul style="list-style-type: none"> ○ Services ○ Case Plan Interventions ○ Programs attached to Conditions <p>In the event that multiple features have been used to track the same program with overlapping dates, JJIS will create a summary Service Episode record for reporting.</p> <p>Services tracked in other JJIS features, such as Population Groups, will not be recognized in reports designed to analyze service records because the data will not be standardized with appropriate reporting attributes.</p> <p>Unless otherwise approved to provide a comparable data file to include with reports, only those services tracked in one of the three approved features will be recognized in statewide JJIS reports. The annual published report will include only accountability, competency development, and treatment services.</p> <p>Subject to local policy, service dosage, attendance, and participation may be tracked using the Attendance Tracking feature.</p> <p><u>Optional Tracking</u></p> <p>Service tracking is not required for the following basic and infrastructure services, but may be tracked according to local protocol.</p> <ul style="list-style-type: none"> ● Accountability services designed to provide a consequence or an accountability experience for a youth. <ul style="list-style-type: none"> ○ Community Service ○ Work Crews
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	<ul style="list-style-type: none"> ○ Restitution Programs ● Accountability services designed to provide alternative service coordination for accountability experiences <ul style="list-style-type: none"> ○ Sanction Court ○ Peer Court ○ Youth Court ● Basic and Intensive supervision; offense specific caseloads; intensive monitoring ● * Basic pre-adjudicatory detention, detention sanctions, extended detention, and basic shelter care <p>* Detention and shelter based treatment programs may be tracked as service separate from the custody episode.</p> <p><u>Non-trackable Services</u></p> <ul style="list-style-type: none"> ● Other Basic Services <ul style="list-style-type: none"> ○ Assessments and Evaluations. ○ Medical Services ○ Activity Fees ○ Clothing Vouchers ○ Education (including GED Testing and Tutoring) ○ Electronic Monitoring & Tracking ○ Medication ○ **Polygraphs ○ School Liaison Counselor ○ Service Coordination ○ Translation Services ○ Transportation & Gas Voucher ○ **UA's. <p>** Polygraphs and UA's results may be tracked in Conditions.</p> <p><u>Monitoring Data Integrity</u></p> <p>Monitor Administrative - Set Up</p> <p>OYA and county juvenile departments will review the providers and programs set up in JJIS at least annually to assure proper Program Type classification, accurate visibility to users in the drop down lists, and other optional reporting attributes. OYA and counties share provider and programs and it is essential that these attributes be set up correctly in order to assure accurate reporting.</p>
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	<p>Counties programs also have a funding reporting attribute called Report Option – which identifies how a program is funded for a particular county during a specified date range. This is the only attribute that provides the opportunity to report on programs funded with state Diversion, Basic, and Prevention dollars and must be maintained. Counties are responsible to assure their Report Options are accurate.</p> <p>OYA's Diversion Specialist will facilitate an annual audit of county programs in JJIS to assure consistency with the annual Diversion and Basic plans, and will provide a copy of the annual inventory to the state office responsible for administering state Prevention funds to assure consistency with the Prevention plans.</p> <p>JJIS Report 562 – Active Program Report Options and Visibility can be used to monitor the administrative set up for a specific office.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00562.htm <p>Monitor Service Tracking</p> <p>A variety of reports have been developed to monitoring tracking throughout the year. Offices will use these reports to assure that services intended to be tracked are tracked.</p> <p>Data provided via a data file, instead of recorded in JJIS, will be included in these reports only if the data file has been submitted to the OYA Information System Reports team prior to the scheduling of the report in the format and within the timeline established by team.</p> <p>JJIS Report 363 – Program History Summary Extract - can be used to monitor service tracking data entry. This data extract can be scheduled for active during a date range, started during a date range, or ended during a date range for a specific reporting category and for a specific agency.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00363.htm <p>Attendance Tracking</p> <p>JJIS maintains a comprehensive Attendance Tracking feature to provide a way to document youth attendance and progress in a number of defined program sessions, and can be used to document group and individual treatment sessions. Offices will implement this feature subject to local policy. Offices that implement this feature are responsible to maintain the Program Course Definitions that are required to manage its use.</p>
<p><u>PROCEDURES:</u></p>	<p>Tracking Services</p> <ol style="list-style-type: none"> 1. Determine which JJIS feature the office will use to track services: <ul style="list-style-type: none"> ○ Services ○ Case Plan Interventions



	<ul style="list-style-type: none"> ○ Programs on Conditions <ol style="list-style-type: none"> 2. Determine when service will be tracked in JJIS – when service is opened, when service is closed, when case is closed. Services tracked when the case is closed might be excluded from reports. 3. Determine local protocol for who will enter the services. 4. Train staff on local policy and protocol. <p>Maintaining Provider/Programs in JJIS</p> <ol style="list-style-type: none"> 1. Conduct an annual inventory of Providers and Programs in JJIS. 2. Verify the program is still active for the office and other reporting attributes. 3. Submit changes to the JJIS Help Desk via the appropriate Provider/Program Request Form. Requests for new programs and requests to inactivate or remove visibility from a program must be initiated with the form. <p>Maintaining Attendance Tracking Course Definitions</p> <ol style="list-style-type: none"> 1. Conduct an annual inventory of active Course Definitions in JJIS. 2. Verify the course and course definitions are still active for the office. 3. Submit requests for new program course descriptions or changes to existing descriptions to the JJIS Help Desk the appropriate Provider/Program Request Form. Requests to inactivate an existing course description may be submitted by an authorized representative from your office to the JJIS Help Desk by email.
<p>FORMS:</p>	<ul style="list-style-type: none"> • OYA Provider Program and Course Definition Request Form (YA 1751) • JJIS Form 10a and 10b Instructions • JJIS Form 10a – County Provider Program Request Form (new program) • JJIS Form 10b – County Program Form (mass entry/annual review)



Oregon

Tina Kotek, Governor

Oregon Youth Authority

Procurement Unit

530 Center Street NE, Suite 500

Salem, OR 97301-3765

Phone: 503-373-7371

Fax: 503-373-7921

www.oregon.gov/OYA



Document Return Statement

July 6, 2023

Re: Intergovernmental Agreement #15058 hereafter referred to as "Agreement"

Please complete and return the following documents:

- This Document Return Statement
- Completed Signature Page

If you have any questions or concerns with the above-referenced Agreement, please feel free to contact Riley Dunagan, Procurement and Contract Specialist, at

Riley.Dunagan@oya.oregon.gov

Please complete the below:

I _____, _____
 (Name) (Title)

received a copy of the above-referenced Agreement, consisting of 33 pages between the State of Oregon, acting by and through its **Oregon Youth Authority** and **Morrow County** by email from OYA Procurement Unit on the date listed above.

On _____, I signed the electronically transmitted Agreement without change.

Authorized Signature

Date

**BEFORE THE BOARD OF COMMISSIONERS
FOR MORROW COUNTY, OREGON**

IN THE MATTER OF DECLARING)	
AUGUST 19, 2023 AS BUTCH	)	RESOLUTION
KNOWLES DAY FOR ALL OF	)	NO. R-2023-20
MORROW COUNTY)	

WHEREAS, Morrow County recognizes the contribution Butch Knowles has made not only to Morrow County as a Morrow County rancher but also the respect he has gained throughout the United States with his work as a saddle bronc rider and rodeo announcer; and

WHEREAS, Morrow County further recognizes Butch Knowles qualified for the National Finals Rodeo in saddle bronc riding in 1981, 1983, 1986, 1987, and winning the National Final Rodeo Saddle Bronc Riding Average in 1987; and

WHEREAS, Morrow County further recognizes Butch Knowles' work as a broadcaster for the National Finals Rodeo every year since 1988; and

WHEREAS, Morrow County congratulates Butch Knowles for his well-deserved enshrinement into the ProRodeo Hall of Fame on July 15, 2023.

NOW, THEREFORE, based on the substantial contributions of Butch Knowles to the Morrow County Community and United States rodeo community:

BE IT RESOLVED that August 19, 2023 shall be known by all Morrow County citizens as Butch Knowles Day.

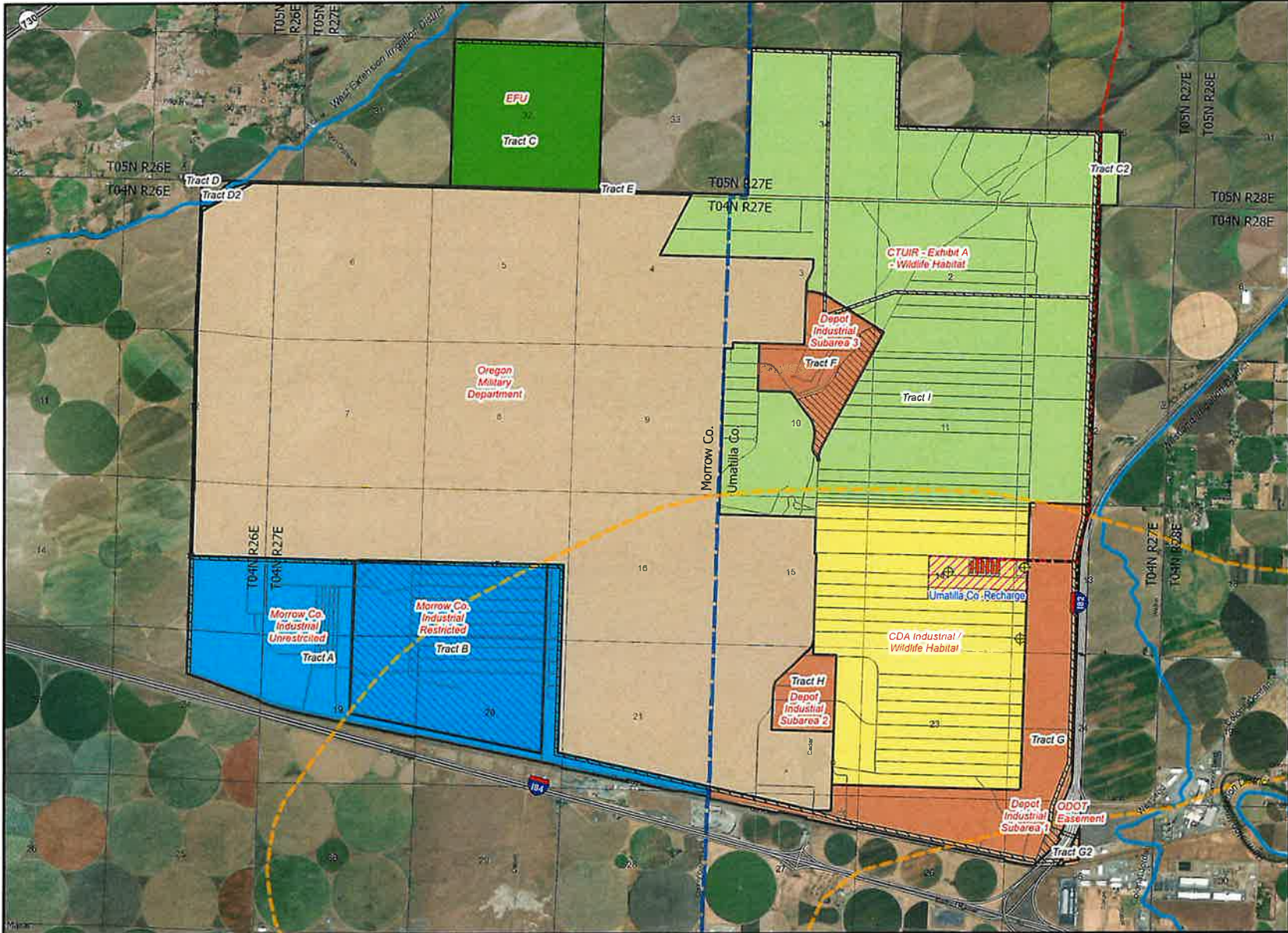
MORROW COUNTY BOARD OF COMMISSIONERS

Date: August 16, 2023

David Sykes, Chair

Jeff Wenholz, Commissioner

Roy Drago Jr., Commissioner



<p>MAP BY: SILVA SHAWVA</p> <p>APPROVED: _____</p> <p>MAP DATE: 06/22/2023</p> <p>SCALE: _____</p> <p>PROJECT NO: _____</p>	<p>IRZ ENGINEERING & CONSULTING</p> <p>OFFICE (541) 567-0252 FAX (541) 567-4239 500 N 1st ST, HERMISTON OREGON 97838</p> <p>COLUMBIA DEVELOPMENT AUTHORITY</p> <p>DEPOT PROPERTY DEVELOPMENT OVERVIEW MAP</p>
<p>Legend</p> <ul style="list-style-type: none"> UEC Proposed Easements Monitoring Wells Umatilla Co Pipeline CDA Tract Boundaries Depot Industrial EFU Oregon Military Department ODOT Easement Morrow Co. Industrial Restricted Morrow Co. Industrial Unrestricted CDA Industrial / Wildlife Habitat CTUIR - Exhibit A - Wildlife Habitat Infiltration Basins Umatilla Co. Recharge Ordinance County Line Aquifer Depot Industrial - Restricted Area <p>Projection: State Plane Oregon North Datum: NAD 1983 Data Sources: FSP, IRZ, CDA</p>	
<p>Sheet Name:</p> <p style="text-align: center; font-weight: bold; font-size: 1.2em;">OVERVIEW MAP</p>	
<p>Map Number:</p> <p style="text-align: center; font-weight: bold; font-size: 1.5em;">G1000</p>	



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
50

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Jessica Britt, Heppner Daycare Director
Department:
Short Title of Agenda Item: Request for Need: Heppner Daycare
(No acronyms please)
Date submitted to reviewers: 8/9/2023
Requested Agenda Date: 8/16/2023

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 10 minutes
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Department Director Required for all BOC meetings
County Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Please see attached request for need letter.

2. FISCAL IMPACT:

3. SUGGESTED ACTION(S)/MOTION(S):

Attach additional background documentation as needed.



330 N. Gale, P.O. Box 446, Heppner, OR 97836

Phone (541)676-5429

email: heppnerdaycareinc@gmail.com

August 8, 2023

Re: Request for Need

Dear Morrow County Board of Commissioners,

I am writing to you to seek funding to support Heppner Day Care, Inc. As a Certified Licensed Childcare Center, we strive to offer high quality services to our community. As a small business prioritizing the childcare needs of South Morrow County families, we have struggled recently to find dedicated, high-quality staff. With your support, we hope to help better serve our employees and families.

Due to current space constraints, we currently offer high quality Preschool for children ages 3 – 5 years old plus afterschool care. Our afterschool care supports our preschoolers that need full-day care and other children 5 – 8 years old that need afterschool childcare. Afterschool care is vital service to our south Morrow County workforce. In the past year, we have had to decrease our services from five days a week to four days due to lack of staffing. Often, our staff are stretched thin trying to cover absent staff to ensure we maintain our licensing requirements and state law teacher/child ratios. Decreasing these services is a hardship for the full-time working families who live in our community. Currently, we are concerned about not finding staff for the upcoming school year and having to decrease our services from full day to half day, which would greatly affect our families that rely on the full day childcare along with our staff losing work hours. You can see how this would have a domino effect.

Because of our licensing requirements, our staff need to meet certain qualifications, which means they may require more experience and/or education. Unfortunately, being in a rural, underserved area and with limitations to our wages and benefits options, we struggle to get qualified applicants. In the past two years, we moved forward with significantly increasing our staff wages. Upon reviewing and comparing wages for our area, we offer competitive wages:

- Teacher Assistants in our area make \$16-\$24 an hour; we pay \$17-\$20 an hour
- Head Teachers in comparable areas make \$18-\$28 an hour; we offer \$21-\$24 an hour.

While we offer competitive wages, we do not offer health insurance due to budget restraints. This makes it challenging to find qualified, committed employees.

Our budget constraints are largely due to our important goal of providing affordable, accessible childcare to all south morrow county families (our rates are comparably lower than most childcare centers so that we can serve all families equitably), and like all small businesses, the incredible financial hit we took due to the global pandemic. Our COVID losses are as follows:

- 2020 = \$40,781.01
- 2021 = \$54,701.07

Heppner Day Care, Inc. is an equal opportunity provider.

- 2022 = \$17,521.42

As we continue to work to solve our staffing issues and recover from COVID, we plan to offer competitive wages and look at creative benefit options. In order to continue offering competitive wages and maintain our current services to our community and families, we are seeking a commitment of \$50,000 per year for the next two years. This funding supports our staff's wages and some additional benefits that will lead to continued quality of services to families.

Where do we go from here? In fall of 2023, we will initiate our service expansion subcommittee to actively work with our staff, board of directors, community members and local businesses to increase services, and better fill the overall need for our services in south morrow county. Our long-term goals include facility expansion with infant/toddler childcare, continued affordable care with business and grant subsidy, and more open hours during the week for our families to utilize.

In the meantime, we need your support. Accessible childcare is foundational to the workforce and economic sustainability of our county.

Thank you again for your time and consideration while reviewing this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jessica Britt', written in a cursive style.

Jessica Britt

Executive Director

Heppner Daycare

North Urban Renewal Plan

DRAFT



Adopted by the City of Boardman

Date

Ordinance No. _____

If Amendments are made to the Plan, the Resolution or Ordinance Number and date will be listed here. The amendment will be incorporated into the Plan and noted through a footnote.

List of Participants

Mayor

Paul Keefer

City Council

Heather Baumgartner

Cristina Cuevas

Karen Pettigrew

Brenda Profitt

Richard Rockwell

Isaac Williams

Boardman Urban Renewal Agency

Paul Keefer, Commission Chair

Heather Baumgartner

Cristina Cuevas

Karen Pettigrew

Brenda Profitt

Richard Rockwell

Isaac Williams

Planning Commission

Position 1 Jacob Cain

Position 2 Jennifer Leighton

Position 3 Mike Connell

Position 4 Ragna TenEyck

Position 5 Zach Barresse

Position 6 Sam Irons

Position 7 Ethan Salata

City Manager Pro Tem

Richard Stokoe

Planning Official

Carla McLane

Finance Director

Marta Barajas

Consulting Team

Elaine Howard Consulting, LLC

Elaine Howard

Scott Vanden Bos

Tiberius Solutions LLC

Nick Popenuk

Ali Danko

Rob Wyman

TABLE OF CONTENTS

I.	DEFINITIONS	6
II.	INTRODUCTION	8
III.	MAXIMUM INDEBTEDNESS	11
IV.	PLAN GOALS	11
V.	PROJECTS	11
VI.	AMENDMENTS TO PLAN	14
VII.	PROPERTY ACQUISITION AND DISPOSITION	15
VIII.	RELOCATION METHODS	15
IX.	TAX INCREMENT FINANCING OF PLAN	16
X.	ANNUAL REPORT	16
XI.	RELATIONSHIP TO LOCAL OBJECTIVES	17
XII.	LEGAL DESCRIPTION	24

I. DEFINITIONS

“Agency” is the Boardman Urban Renewal Agency created under ORS 457.035 and 457.045.

“Area” means the properties and rights-of-way located within the North Urban Renewal Area.

“Blight” is defined in ORS 457.010(1)(a)(A-E) and identified in the ordinance adopting the North Urban Renewal Plan.

“City” means the City of Boardman, Oregon.

“City Council” or “Council” means the Boardman City Council.

“Comprehensive Plan” means the City of Boardman Comprehensive Plan and its implementing ordinances, policies, and standards.

“County” means Morrow County, Oregon.

“Frozen base” means the total assessed value including all real, personal, manufactured, and utility values within the North Urban Renewal Plan at the time of adoption. The county assessor certifies the assessed value after the adoption of the North Urban Renewal Plan.

“North Urban Renewal Plan” means a plan, as it exists or is changed or modified from time to time, as provided in ORS 457.

“Increment” means that part of the assessed value of a taxing district attributable to any increase in the assessed value of the property located in the North Urban Renewal Plan, or portion thereof, over the assessed value specified in the certified statement.

“Maximum Indebtedness” means the maximum principal amount of indebtedness that may be incurred by a plan pursuant to ORS 457.190 and does not include indebtedness incurred to refund or refinance existing indebtedness.

“ORS” means the Oregon Revised Statutes and specifically Chapter 457, which relates to urban renewal and tax increment financing.

“Plan” means the official plan for the North Urban Renewal Plan pursuant to ORS 457.

“Plan Area” means a blighted area included in the North Urban Renewal Plan under ORS 457.010.

“Planning Commission” means the Boardman Planning Commission.

“Project(s)” means any work or undertaking carried out under the North Urban Renewal Plan.

“Report Accompanying North Urban Renewal Plan” or “Report” means the official report that accompanies the North Urban Renewal Plan pursuant to ORS 457.087.

“Revenue sharing” means sharing tax increment proceeds as defined in ORS 457.470 and refers to the funds that are associated with the division of taxes accomplished through the adoption of the North Urban Renewal Plan.

“Tax increment revenues” means the funds allocated by the assessor to the Boardman Urban Renewal Agency due to increases in assessed value over the frozen base within the area.

“Urban Renewal” means the statutory authority provided in ORS 457.

“Urban renewal area” means a blighted area included in an urban renewal plan or an area included in an urban renewal plan under ORS 457.010.

“Urban renewal plan” or “Plan” means a plan, as it exists or is changed or modified from time to time, for one or more urban renewal areas, as provided in ORS 457.085, 457.095, 457.105, 457.115, 457.120, 457.125, 457.135 and 457.220.

“Urban renewal project” or “Project” means any work or undertaking carried out under ORS 457.170 in an urban renewal area.

“Urban renewal report” or “Report” means the official report that accompanies the urban renewal plan pursuant to ORS 457.087.

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II. INTRODUCTION

The North Urban Renewal Plan Area (Area) shown in Figure 1, consists of approximately 181 total acres, 145.55 acres of land in tax lots and 35.55 acres of public rights-of-way. The primary purpose of the North Urban Renewal Plan (Plan) is to address infrastructure deficiencies and provide economic development tools to promote future development.

It is anticipated that the Plan will take twenty years of tax increment collections to implement. The maximum amount of indebtedness (amount of tax increment financing (TIF) for projects and programs) that may be issued for the Plan is twenty-seven million dollars (\$27,000,000).

Goals and objectives are intended to guide tax increment financing (TIF) investment in the Area over the life of the Plan. The project category descriptions and list of projects are intended to aid future decision makers when considering how best to expend funds generated by TIF.

The Plan is to be administered by the Boardman Urban Renewal Agency (Agency). Substantial amendments to the Plan must be approved by City Council as outlined in Section VI. All amendments to the Plan are to be listed numerically on the front page of the Plan and then incorporated into the Plan document and noted by footnote with an amendment number and adoption date.

The relationship between the sections of the Plan and the ORS 457.085 requirements is shown in Table 1. Statutory References. The specific reference in the table below is the section of this Plan that primarily addresses the statutory reference. There may be other sections of the Plan that also address the statute.

Table 1. Statutory References

Statutory Requirement	Plan Section
ORS 457.085(2)(a)	V
ORS 457.085(2)(b)	V
ORS 457.085(2)(c)	XII
ORS 457.085(2)(d)	XI
ORS 457.085(2)(e)	XI
ORS 457.085(2)(f)	VIII
ORS 457.085(2)(g)	VII
ORS 457.085(2)(h)	III
ORS 457.085(2)(i)	VI
ORS 457.085(2)(j)	Not applicable

1.

A. Urban Renewal Overview

Urban renewal allows for the use of tax increment financing, a financing source that is unique to urban renewal, to fund its projects. Tax increment revenue, the amount of property taxes generated by the increase in total assessed values in the urban renewal area from the time the urban renewal area is first established, are used to repay borrowed funds. The borrowed funds are used to pay for urban renewal projects and cannot exceed the maximum indebtedness amount set by the urban renewal plan.

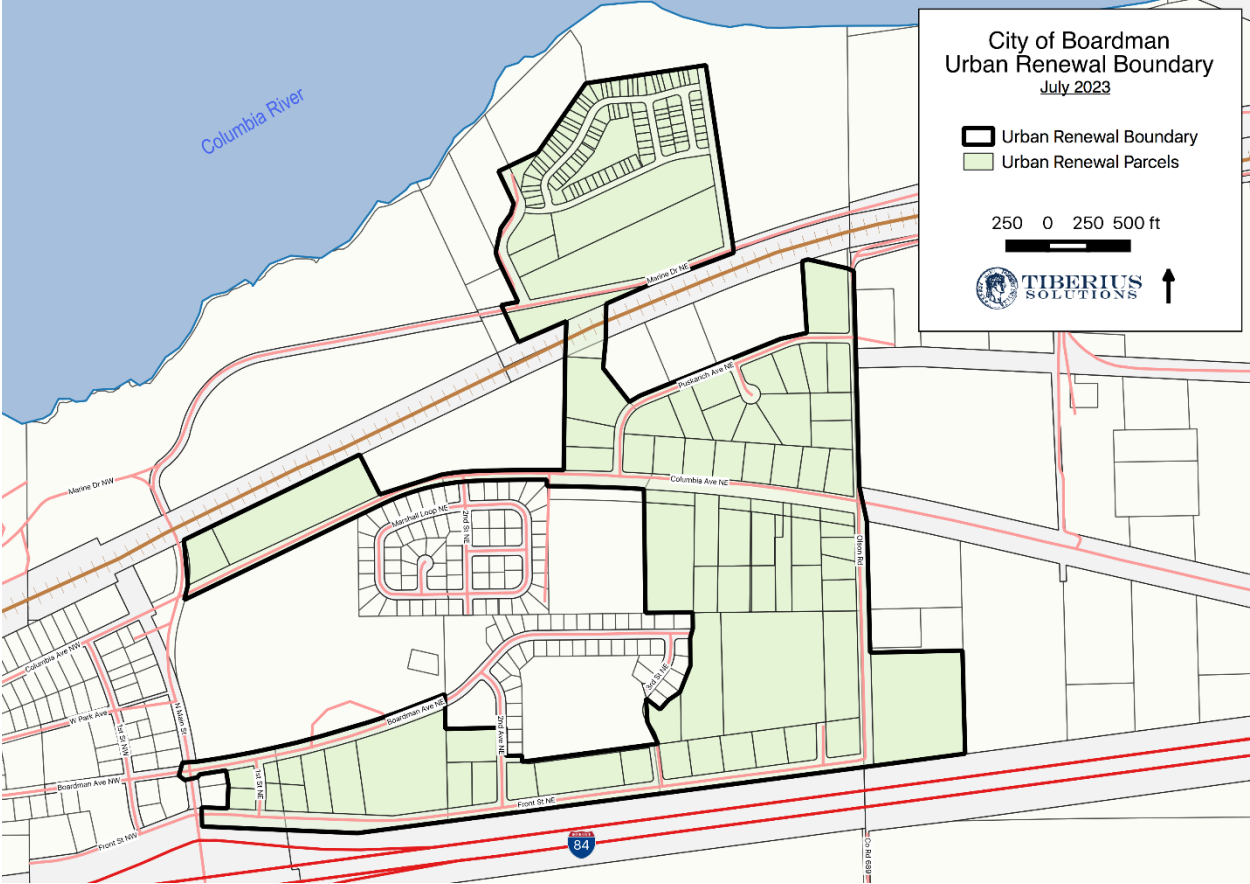
The purpose of urban renewal is to improve specific areas of a city that are poorly developed or underdeveloped, called blighted areas in ORS 457. These areas can have old or deteriorated buildings, public spaces that need improvements, streets and utilities in poor condition, a complete lack of streets and utilities altogether, or other obstacles to development. In general, urban renewal projects can include construction or improvement of streets, utilities, and other public facilities; assistance for rehabilitation or redevelopment of property; acquisition and re-sale of property (site assembly) from willing sellers; and improvements to public spaces. The North Urban Renewal Area meets the definition of blight due to the existence of inadequate streets and other rights of way, open spaces and utilities and underdevelopment of property. These blighted conditions are specifically cited in the ordinance adopting the Plan and described in detail in the accompanying North Urban Renewal Report (Report).

B. Report Accompanying the Plan

The Report provides the analysis and contains the information required to meet the standards of ORS 457.087, including financial feasibility. These requirements include:

- A description of the physical, social, and economic conditions in the Area;
- Expected impact of the Plan, including fiscal impact in light of increased services;
- Reasons for selection of the Plan Area;
- The relationship between each project to be undertaken and the existing conditions;
- The estimated total cost of each project and the source of funds to pay such costs;
- The estimated completion date of each project;
- The estimated amount of funds required in the Area and the anticipated year in which the debt will be retired;
- A financial analysis of the Plan;
- A fiscal impact statement that estimates the impact of tax increment financing upon all entities levying taxes upon property in the urban renewal area; and
- A relocation report.

Figure 1. Boundary



Source: City of Boardman

III. MAXIMUM INDEBTEDNESS

Maximum Indebtedness ("MI") is the total amount of money that can be spent on projects, programs and administration throughout the life of the Plan. The maximum amount of indebtedness that may be issued or incurred under the Plan, based upon good faith estimates of the scope and costs of projects in the Plan and the schedule for their completion is twenty-seven million dollars (\$27,000,000). This amount is the principal of such indebtedness and does not include interest or indebtedness incurred to refund or refinance existing indebtedness or interest earned on debt proceeds.

IV. PLAN GOALS

The goals were developed in consultation with the city staff. The tax increment projects identified in Sections V and VI of the Plan are the specific means of implementing the goals. The goals and objectives will be pursued as economically as is feasible and at the discretion of the Agency. The goals are not listed in any order of importance or priority. A matrix of how the projects align with the goals and objectives is shown in Table 2.

Goal 1: Eliminate blight in the Area by upgrading inadequate infrastructure.

Objective 1: Provide funding for the construction of infrastructure improvements supporting development and redevelopment within the Area.

Goal 2: Facilitate economic development and job creation through the provision of adequate infrastructure and development incentives in the Area.

Objective 1: Provide funding for the construction of infrastructure improvements supporting development and redevelopment within the Area.

Objective 2: Provide economic development incentives to facilitate development of parcels in the Area.

Goal 3: Provide resources to adequately administer the North Urban Renewal Plan.

Objective 1: Administer the Plan including the projects, financial accounting, budgeting and reporting as required by State Statute.

Table 2. Relationship of Projects to Goals

Project Category	Goals
Infrastructure Improvements	1,2
Economic Development Incentives	1,2
Administration	1,2,3

V. PROJECTS

The projects to be undertaken in the Area are infrastructure upgrades and economic development incentives. Although specific numbers (i.e. 1,059 linear feet) have been used in the

project description, those numbers are not absolute and may be changed as the project is undertaken in the future.

A. Infrastructure Improvements

1. NE Boardman Avenue to Olson Road

This project includes approximately 1,059 linear feet (LF) of new road that will stretch from NE Boardman Avenue to Olson Road. The project will include installation 2,118 LF of concrete curb and gutter, 1,412 square yards (SY) of concrete sidewalk, 1,059 LF of new 8-inch sewer line, new curb ramps, and all other work required to finish the project.

2. NE Front Street Improvements

This project will improve NE Front Street from N Main Street to Olson Road. This stretch of road is a little over 4,000 LF and will include full width and length asphalt overlay, approximately 5,513 SY of new concrete sidewalk, over 8,270 LF of new curb and gutter, 4,135 LF of new 8-inch water line, new driveway approaches, new curb ramps, and all other work required to finish the project.

3. Alley from 2nd Avenue NE to 3d Street NE

This project consists of building an alley from 2nd Avenue NE to 3rd Street NE. This stretch of road will be approximately 938 LF and will include approximately 439 tons of asphalt concrete pavement mixture, base rock, a new cement concrete driveway, and all other work required to finish the project.

4. 2nd Avenue NE to Columbia Avenue NE

Approximately 379 LF of new road will be installed to complete the connection between Front Street NE and Columbia Avenue NE. This project will require approximately 266 tons of asphalt concrete pavement mixture, 758 LF of concrete curb and gutter, 505 SY of concrete sidewalk, 488 LF of new 8-inch sewer line, and all other work required to finish the project.

5. Columbia Avenue NE to Boardman Avenue NE

This includes approximately 977 LF of new roadway between Columbia Avenue NE and Boardman Avenue NE. The project will include approximately 686 tons of asphalt concrete pavement mixture, 1,954 LF of new concrete curb and gutter, 1,303 SY of concrete sidewalk, 977 LF of new 8-inch sewer line, curb ramps, and all other work required to finish the project.

6. Main Street Intersection Improvements

Intersection improvements include new traffic signals, roadwork, sidewalk work, striping and signage, and all other work required for the improvements.

7. Provide other transportation improvements as necessary.

B. Economic Development Incentives

1. Provide economic development incentives to facilitate development in the Area.

These include, but are not limited to:

- City owned property.
- Cemetery owned property.
- Encourage development of a new hotel.

C. Administration

1. Financing fees and any long-term borrowing costs.

2. General administration including annual reporting, financial statements and administration of the Plan.

VI. AMENDMENTS TO PLAN

The Plan may be amended as described in this section.

A. Substantial Amendments

Substantial Amendments, in accordance with ORS 457.085(2)(i), shall require the same notice, hearing, and approval procedure required of the original Plan, under ORS 457.095, including public involvement, consultation with taxing districts, presentation to the Agency, the Planning Commission and adoption by the City Council by non-emergency ordinance after a hearing. Notice of such hearing shall be provided to individuals or households within the City of Boardman, as required by ORS 457.120. Notice of adoption of a Substantial Amendment shall be provided in accordance with ORS 457.095 and 457.115.

Substantial Amendments are amendments that:

- (1) Add land to the North Urban Renewal Plan boundary except for an addition of land that totals not more than a cumulative 1% of the area of the North Urban Renewal Plan boundary; or
- (2) Increase the maximum amount of indebtedness that can be issued or incurred under the Plan.

B. Minor Amendments

Minor Amendments are amendments that are not Substantial Amendments as defined in this Plan and in ORS 457. Minor Amendments require approval by the Agency by resolution.

C. Amendments to the Boardman Comprehensive Plan and/or Boardman Development Code

Amendments to the Boardman Comprehensive Plan (“Comprehensive Plan”) including the Transportation Systems Plan and/or Boardman Development Code that affect the Plan and/or the Plan Area shall be incorporated automatically within the Plan without any separate action required by the Agency or City Council. When a substantial amendment is completed, the Relationship to Local Objectives section will be updated by either staff or the consultant as part of the substantial amendment process.

VII. PROPERTY ACQUISITION AND DISPOSITION

The Plan authorizes the acquisition and disposition of property as described in this section. Property includes any and all interests in property, including fee simple ownership, lease, easements, licenses, or other rights to use. If property is acquired, it will be identified in the Plan through a Minor Amendment, as described in Section VI. Identification of property to be acquired and its anticipated disposition is required by ORS 457.085(g).

A. Property acquisition for public improvements

The Agency may acquire any property within the Area for the public improvement projects undertaken pursuant to the Plan by all legal means, including use of eminent domain. Good faith negotiations for such acquisitions must occur prior to the institution of eminent domain procedures.

B. Property acquisition from willing sellers

The Plan authorizes Agency acquisition of any interest in property within the Area that the Agency finds is necessary for private redevelopment, but only in those cases where the property owner wishes to convey such interest to the Agency. The Plan does not authorize the Agency to use the power of eminent domain to acquire property from a private party to transfer property to another private party for private redevelopment. Property acquisition from willing sellers may be required to support development of projects within the Area.

C. Land disposition

The Agency will dispose of property acquired for a public improvement project by conveyance to the appropriate public agency responsible for the construction and/or maintenance of the public improvement. The Agency may retain such property during the construction of the public improvement.

The Agency may dispose of property acquired under Subsection B of this Section VI by conveying any interest in property acquired. Property shall be conveyed at its fair reuse value. Fair reuse value is the value, whether expressed in terms of rental or capital price, at which the urban renewal agency, in its discretion, determines such land should be made available in order that it may be developed, redeveloped, cleared, conserved, or rehabilitated for the purposes specified in the Plan. Because fair reuse value reflects limitations on the use of the property to those purposes specified in the Plan, the value may be lower than the property's fair market value.

Where land is sold or leased, the purchaser or lessee must agree to use the land for the purposes designated in the Plan and to begin and complete the building of its improvements within a period of time that the Agency determines is reasonable.

VIII. RELOCATION METHODS

When the Agency acquires occupied property under the Plan, residential or commercial occupants of such property shall be offered relocation assistance, as required under applicable state law. Prior to such acquisition, the Agency shall adopt rules and regulations, as necessary, for the administration of relocation assistance. No specific acquisitions that would result in relocation benefits have been identified; however, there are plans to acquire land for infrastructure which may trigger relocation benefits in the future in the Area.

IX. TAX INCREMENT FINANCING OF PLAN

Tax increment financing consists of using annual tax increment revenues to make payments on debt. In this Plan, the debt is anticipated to be a contractual obligation to provide developer incentives and agreement to reimburse the Agency for preparation of and administration of the Plan.

Tax increment revenues equal the annual permanent rate property taxes imposed on the cumulative increase in assessed value within the North Urban Renewal Plan over the total assessed value at the time the North Urban Renewal Plan is adopted. Under current law, the property taxes for general obligation (GO) bonds and local option levies are not part of the tax increment revenues.

A. General Description of the Proposed Financing Methods

The Plan will be financed using a combination of revenue sources. These include:

- Tax increment revenues;
- Advances, loans, grants, and any other form of financial assistance from federal, State or local governments, or other public bodies;
- Loans, grants, dedications, or other contributions from private developers and property owners, including, but not limited to, assessment districts; and
- Any other public or private source.

Revenues obtained by the Agency will be used to pay or repay the costs, expenses, advancements, and indebtedness incurred in (1) planning or undertaking project activities, or (2) otherwise exercising any of the powers granted by ORS Chapter 457 in connection with the planning and implementation of this Plan, including preparation of the Plan.

B. Tax Increment Financing

The Plan may be financed, in whole or in part, by tax increment revenues allocated to the Agency, as provided in ORS Chapter 457. The ad valorem taxes, if any, levied by a taxing district in which all or a portion of the Plan Area is located, shall be divided as provided in Section 1c, Article IX of the Oregon Constitution, and ORS 457.440. Amounts collected pursuant to ORS 457.440 shall be deposited into the unsegregated tax collections account and distributed to the Agency based upon the distribution schedule established under ORS 311.390.

X. ANNUAL REPORT

The Agency shall file Annual Reports in compliance with ORS 457.460.

XI. RELATIONSHIP TO LOCAL OBJECTIVES

The numbering of the policies within this section reflects the numbering that occurs in the original document. There is no set standard for the findings in an urban renewal plan. In analyzing the findings, the projects and the resulting development have been compared to the Boardman Comprehensive Plan.

A. Boardman Comprehensive Plan

CHAPTER 1: CITIZEN INVOLVEMENT

GOAL I: CITIZEN INVOLVEMENT POLICIES

The City has adopted several development review procedures requiring citizen involvement, including notification to property owners and notice to public agencies. In addition, the Comprehensive Plan has specific policies relating to citizen involvement. These are as follows:

4. The Planning Commission is officially designated as the Citizen Involvement Committee.

Finding: The Agency met to review the draft Plan, the Planning Commission reviewed the Plan for conformance to the Comprehensive Plan. The Planning Commission is the officially designated Citizen Involvement Committee.

CHAPTER 2: LAND USE PLANNING

GOAL II: LAND USE PLANNING POLICIES

2. The City encourages the development of infill and redevelopment of existing land in order to balance the need to expand the Urban Growth Boundary (UGB).

3. The City has adopted the City of Boardman Development Code, a unified zoning and subdivision land use code to facilitate the development process and implement the land use goals of the City as outlined in the Comprehensive Plan.

8. The City will continue to work with the Port of Morrow to encourage development of industrial lands within the Urban Growth Boundary.

Finding: The Plan is proposing funding for the installation of a transportation network and the provision of development incentives that will help facilitate development of land within the Area, which is inside of the city limits. The City will continue to work with the Port of Morrow.

CHAPTER 6 AIR, WATER AND LAND RESOURCES QUALITY

GOAL 6: AIR, WATER AND LAND RESOURCE POLICIES

1. The city will require all development to comply with city, county, state, and federal environmental rules, regulations and standards.

2. Preserve manmade and natural environments and resources and encourage wise management and proper development techniques.

Finding: All development will be required to comply with Chapter 6 of the Comprehensive Plan regarding air, water and land resources quality.

CHAPTER 9 ECONOMIC NEEDS

Goal 9: ECONOMIC POLICIES

1. Advance the position of Boardman as a regional center for industry, power generation, commerce, recreation, and culture.
2. Encourage tourist commercial activity near Interstate 84.
3. Allow for the creation of industrial park development with adequate off-street parking, landscaping, and site screening.
4. Promote cooperation among the city, the Port of Morrow, and other interested parties to facilitate the most effective uses of public facilities serving the planning area

Finding: The Plan is proposing funding for the installation of an improved transportation network that will serve the commercial development in the Area and will facilitate increased development within the Area by providing access to parcels that have been underdeveloped and undeveloped. The Plan also proposes funding to provide the ability to provide economic development incentives will help foster new economic development in the Area.

CHAPTER 10 HOUSING

Goal 10: Housing Policies

1. The City shall provide a variety of living environments to meet regional housing needs for those of different family size and income.
3. Encourage new development concepts to meet changing housing demands and to provide self-contained recreation facilities.
4. Locate high-density multiple-family developments in areas to offer a buffer between single-family residential and commercial or industrial uses, close to schools and shopping, and with quick access to arterial streets.
8. The City shall promote where possible, the evolution of safe and aesthetically pleasing residential neighborhoods that are efficiently integrated with business and commercial property, schools, parks, public facilities and other urban development.
9. The City shall give consideration to development of alternative residential construction both in form and layout for such reasons as aesthetics, energy conservation, reduced development costs and provision of open space.
11. The City shall encourage residential development within city limits in areas which are appropriate for urban development.

Finding: The Plan is proposing funding for the installation of an improved transportation network and provision of economic development incentives for the Area. Any new commercial development that occurs as a result of the transportation improvements and the provision of incentives will help serve the new residential units and promote the construction of new units within the Area promoting a safe, aesthetically pleasing residential neighborhood.

CHAPTER 11 PUBLIC FACILITIES

GOAL XI: PUBLIC FACILITIES POLICIES

2. To minimize the cost of providing public services and infrastructure, the City shall discourage inefficient development without adequate public services and promote efficient use of urban and urbanizable land within the City's urban growth boundary, including requiring all urban development to be served by full urban services.
3. The City shall support development that is compatible with the City's ability to provide adequate public facilities and services.

6. The City shall prioritize development of land serviced by utilities and require the extension of water, sewer and storm drainage facilities for all urban level development within the UGB.
11. The City shall establish and maintain a range of funding mechanisms for building new water, sewer, storm drainage and transportation infrastructure and maintaining existing infrastructure.
15. The City shall maintain an eight (8) year supply of commercial and industrial land that is serviceable by water, sewer, storm drainage and transportation infrastructure.

Finding: The provision of a new funding mechanism through the urban renewal plan will facilitate the installation of an adequate transportation network and associated utility improvements in the Area. The Plan will also provide the ability to facilitate development which will allow for the use of land that is undeveloped and underdeveloped, but within the city limits. These activities funded through the urban renewal plan will also help the city maintain an 8 year supply of commercial and industrial land that is served by water, sewer, storm drainage and transportation infrastructure.

CHAPTER 12 TRANSPORTATION

GOAL 12: TRANSPORTATION POLICIES

4. The City of Boardman will plan and develop a network of streets, accessways and other improvements, including bikeways, sidewalks, and safe street crossings to promote safe and convenient bicycle and pedestrian circulation within the community.

Finding: An improved transportation network within the Area will provide increased safety in the transportation network and for ease of travel and travel methods for all modes of transportation, including pedestrians and bicyclists.

B. Boardman Transportation System Plan

Goal 1

Promote a balanced, safe, and efficient transportation system.

Objectives

1. Develop a multi-modal transportation system that avoids reliance upon one form of transportation as well as minimizes energy consumption and air quality impacts.
2. Protect the qualities of neighborhoods and the community.
3. Provide for adequate street capacity and optimum efficiency.
4. Promote adequate transportation

Goal 2

Ensure the adequacy of the roadway network in terms of function, capacity, level of service, and safety.

3. Identify existing and potential future capacity constraints and develop strategies to address those constraints, including potential intersection improvements, future roadway needs, and future street connections.

4. Evaluate the need for modifications to and/or the addition of traffic control devices.

7. Identify existing and potential future safety concerns as well as strategies to address those concerns.

Goal 3

Promote alternative modes of transportation.

Objectives

1. Develop a comprehensive system of pedestrian and bicycle routes that link major activity centers within the study area.

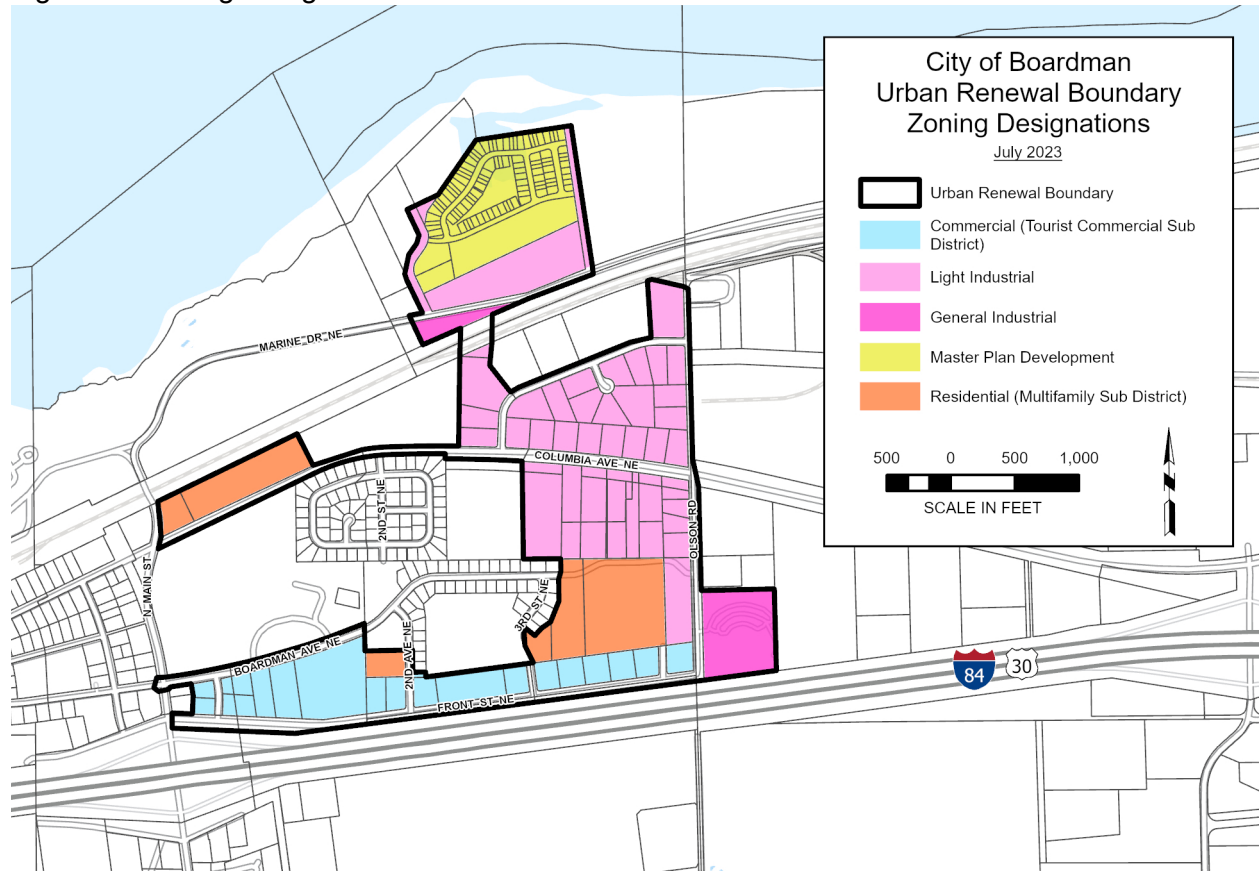
Goal 4

Identify and prioritize transportation improvement needs in the City of Boardman, and identify a set of reliable funding sources that can be applied to these improvements.

1. Evaluate new innovative funding sources for transportation improvements.

Finding: The Plan will provide funding for an improved transportation network within the Area which will provide increased safety in the transportation network and for ease of travel and travel methods for all modes of transportation, including pedestrians and bicyclists. The provision of a connected transportation network will eliminate blight, facilitate economic development and job creation, and provide better infrastructure for the community.

Figure 2 - Zoning Designations



Source: anderson perry

C. City of Boardman Development Code

Chapter 2 of the City of Boardman Development Code covers Land Use Districts including the zoning in the Area. The properties to be included in the Area have zoning designations of Commercial: Tourist Commercial Sub-district, Residential: Multi-Family Housing Sub-district and Light Industrial, General Industrial, Master Planned Community and Public/Open Space.

Residential

2.1.100 Purpose

The Residential District is intended to promote the livability, stability and improvement of the City of Boardman's neighborhoods. This chapter provides standards for the orderly expansion and improvement of neighborhoods based on the following principles:

- Make efficient use of land and public services, and implement the Comprehensive Plan, by providing minimum lot areas.
- Accommodate a range of housing needs, including owner-occupied and rental housing.
- Provide for compatible building and site design at an appropriate neighborhood scale.
- Reduce reliance on the automobile for neighborhood travel and provide options for walking and bicycling. Provide direct and convenient access to schools, parks and neighborhood services.

2.1.400 - Multi-Family Sub District (MF)

A. Purpose/Intent Statement. The Multi Family Sub District is designed to provide land for larger multiple family housing developments. Multi-Family Housing is housing that provides 4 or more dwellings on an individual lot (e.g., multi-plexes, apartments, condominiums, etc.). New multi-family developments shall comply with all of the following standards.

Commercial

2.2.100 Purpose

The primary purpose of the Commercial District is to create standards that allow for a variety of commercial uses in the Commercial areas of the City of Boardman. This Chapter also creates three Sub Districts---Tourist Commercial, City Center and Service Center. The Tourist Commercial Sub District provides additional standards for the areas of the City adjacent to Interstate 84. The Service Center Sub District provides standards for commercial and light industrial uses located west of the City. The City Center Sub District provides additional standards to create a concentrated and centralized commercial center to serve as the "heart" of the community. The City Center Sub District is created as an optional Sub District that may apply to certain geographic areas within the Commercial District. This geographic area has been designated to form the "center" of Boardman's commercial activities. This chapter provides standards for the orderly creation and expansion of the Commercial District by adherence to the following principles:

- Effective and efficient use of land and urban services;
- Direct commercial and retail development to a concentrated and localized area;

- Provide a mix of uses which provides a destination within the community and encourages walking over driving;
- Create connection with the balance of the community by directing connected transportation routes to commercial areas of the city;
- Provide for additional service employment opportunities.

2.2.180 Tourist Commercial Sub District

A. Purpose. The purpose of the Tourist Commercial Sub District is to accommodate development of commercial facilities catering to the traveling public at the I-84 interchange. Retail services shall be limited to that necessary to serve travelers, in order to avoid competition with the Commercial District; Service Center Sub District and City Center Sub District businesses. The base standards of the Commercial District apply, except as modified by the standards of this Sub District.

General Industrial

2.3.100 Purpose

The General Industrial District accommodates a range of light and heavy industrial land uses. It is intended to segregate incompatible developments from other districts, while providing a high-quality environment for businesses and employees. This chapter guides the orderly development of industrial areas based on the following principles:

- Provide for efficient use of land and public services;
- Provide transportation options for employees and customers;
- Locate business services close to major employment centers;
- Ensure compatibility between industrial uses and nearby commercial and residential areas;
- Provide appropriate design standards to accommodate a range of industrial users, in conformance with the Comprehensive Plan.

Light Industrial

2.4.100 Purpose

The Light Industrial District accommodates a range of light manufacturing, industrial-office uses, automobile-oriented commercial uses (e.g., lodging, restaurants, auto-oriented retail), and similar uses which are not appropriate in downtown or main street areas. The district's standards are based on the following principles:

- Ensure efficient use of land and public services.
- Provide a balance between jobs and housing, and encourage mixed-use development.
- Provide transportation options for employees and customers.
- Provide business services close to major employment centers.
- Ensure compatibility between industrial uses and nearby residential areas.
- Provide appropriately zoned land with a range of parcel sizes for industry.
- Provide for automobile-oriented uses, while preventing strip-commercial development in highway corridors.

Master Planned Developments

4.5.100 Purpose

The purposes of this Section are to:

1. Implement the Development standards of Chapter 2 by providing a means for planned developments;
2. Encourage innovative planning that results in more mixed use development, improved protection of open spaces, and transportation options and site phasing of development;
3. Encourage developments that recognize the relationship between buildings, their use, open space, and transportation options, providing varied opportunities for innovative and diversified employment environments;
4. Facilitate the efficient use of land;
5. Promote an economic arrangement of land use, buildings, circulation systems, open space, and utilities;
6. Preserve to the greatest extent possible the existing landscape features and amenities, that may not otherwise be protected through conventional development;
7. Encourage energy conservation and improved air and water quality and;
8. Assist the City in planning infrastructure improvements.

Overall Finding: The potential development in the Plan including the land uses, maximum densities and building requirements will conform to the Boardman Development Code. The Plan makes no changes to any zoning code.

XII. LEGAL DESCRIPTION

This will be inserted prior to any final adoption of this Plan.

Report Accompanying the North Urban Renewal Plan

This document remains draft until the City Council adoption of the North Urban Renewal Plan.

DRAFT



Adopted by the City of Boardman

Date

Ordinance No. _____

List of Participants

Mayor

Paul Keefer

City Council

Heather Baumgartner

Cristina Cuevas

Karen Pettigrew

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TABLE OF CONTENTS

I.	DEFINITIONS.....	1
II.	INTRODUCTION.....	3
III.	THE PROJECTS IN THE AREA AND THE RELATIONSHIP BETWEEN URBAN RENEWAL PROJECTS AND THE EXISTING CONDITIONS IN THE URBAN RENEWAL AREA.....	5
IV.	THE ESTIMATED TOTAL COST OF EACH PROJECT AND THE SOURCES OF MONEYS TO PAY SUCH COSTS.....	8
V.	FINANCIAL ANALYSIS OF THE PLAN	9
VI.	THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUES REQUIRED AND THE ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED.....	11
VII.	THE ANTICIPATED COMPLETION DATE FOR EACH PROJECT	13
VIII.	REVENUE SHARING.....	15
IX.	IMPACT OF THE TAX INCREMENT FINANCING.....	16
X.	COMPLIANCE WITH STATUTORY LIMITS ON ASSESSED VALUE AND SIZE OF URBAN RENEWAL AREA.....	20
XI.	EXISTING PHYSICAL, SOCIAL, AND ECONOMIC CONDITIONS AND IMPACTS ON MUNICIPAL SERVICES.....	21
XII.	REASONS FOR SELECTION OF EACH URBAN RENEWAL AREA IN THE PLAN	26
XIII.	RELOCATION REPORT	26

I. DEFINITIONS

“Agency” is the Boardman Urban Renewal Agency created under ORS 457.035 and 457.045.

“Area” means the properties and rights-of-way located within the North Urban Renewal Area.

“Blight” is defined in ORS 457.010(1)(A-E) and identified in the ordinance adopting the North Urban Renewal Plan.

“City” means the City of Boardman, Oregon.

“City Council” or “Council” means the Boardman City Council.

“Comprehensive Plan” means the City of Boardman Comprehensive Plan and its implementing ordinances, policies, and standards.

“County” means Morrow County, Oregon.

“Frozen base” means the total assessed value including all real, personal, manufactured, and utility values within the North Urban Renewal Plan at the time of adoption. The county assessor certifies the assessed value after the adoption of the North Urban Renewal Plan.

“North Urban Renewal Plan” means a plan, as it exists or is changed or modified from time to time, as provided in ORS 457.

“Increment” means that part of the assessed value of a taxing district attributable to any increase in the assessed value of the property located in the North Urban Renewal Plan, or portion thereof, over the assessed value specified in the certified statement.

“Maximum Indebtedness” means the maximum principal amount of indebtedness that may be incurred by a plan pursuant to ORS 457.190 and does not include indebtedness incurred to refund or refinance existing indebtedness.

“ORS” means the Oregon Revised Statutes and specifically Chapter 457, which relates to urban renewal and tax increment financing.

“Plan” means the official plan for the North Urban Renewal Plan pursuant to ORS 457.

“Plan Area” means a blighted area included in the North Urban Renewal Plan under ORS 457.010.

“Planning Commission” means the Boardman Planning Commission.

“Project(s)” means any work or undertaking carried out under the North Urban Renewal Plan.

“Report Accompanying North Urban Renewal Plan” or “Report” means the official report that accompanies the North Urban Renewal Plan pursuant to ORS 457.087.

“Revenue sharing” means sharing tax increment proceeds as defined in ORS 457.470 and refers to the funds that are associated with the division of taxes accomplished through the adoption of the North Urban Renewal Plan.

“Tax increment revenues” means the funds allocated by the assessor to the Boardman Urban Renewal Agency due to increases in assessed value over the frozen base within the area.

“Urban Renewal” means the statutory authority provided in ORS 457.

“Urban renewal area” means a blighted area included in an urban renewal plan or an area included in an urban renewal plan under ORS 457.010.

“Urban renewal plan” or “Plan” means a plan, as it exists or is changed or modified from time to time, for one or more urban renewal areas, as provided in ORS 457.085, 457.095, 457.105, 457.115, 457.120, 457.125, 457.135 and 457.220.

“Urban renewal project” or “Project” means any work or undertaking carried out under ORS 457.170 in an urban renewal area.

“Urban renewal report” or “Report” means the official report that accompanies the urban renewal plan pursuant to ORS 457.087.

II. INTRODUCTION

The Report Accompanying the North Urban Renewal Plan (Report) contains background information and project details that pertain to the North Urban Renewal Plan (Plan). The Report is not a legal part of the Plan but is intended to provide public information and support the findings made by the Boardman City Council (City Council) as part of the approval of the Plan.

The Report provides the analysis and contains the information required to meet the standards of ORS 457.087, including financial feasibility. The Report requirements include:

1. A description of the physical, social, and economic conditions in the Area and expected impact of the plan, including fiscal impact in light of increased services; (ORS 457.087(1))
2. Reasons for selection of the plan Area; (ORS 457.087(2))
3. The relationship between each project to be undertaken and the existing conditions; (ORS 457.087(3))
4. The estimated total cost of each project and the source of funds to pay such costs; (ORS 457.087(4))
5. The estimated completion date of each project; (ORS 457.087(5))The estimated amount of funds required in the Area and the anticipated year in which the debt will be retired; (ORS 457.087(6))
6. A financial analysis of the plan; (ORS 457.087(7))
7. A fiscal impact statement that estimates the impact of tax increment financing (TIF) upon all entities levying taxes upon property in the urban renewal area; (ORS 457.0857(8)) and
8. A relocation report.(ORS 457.087(9))

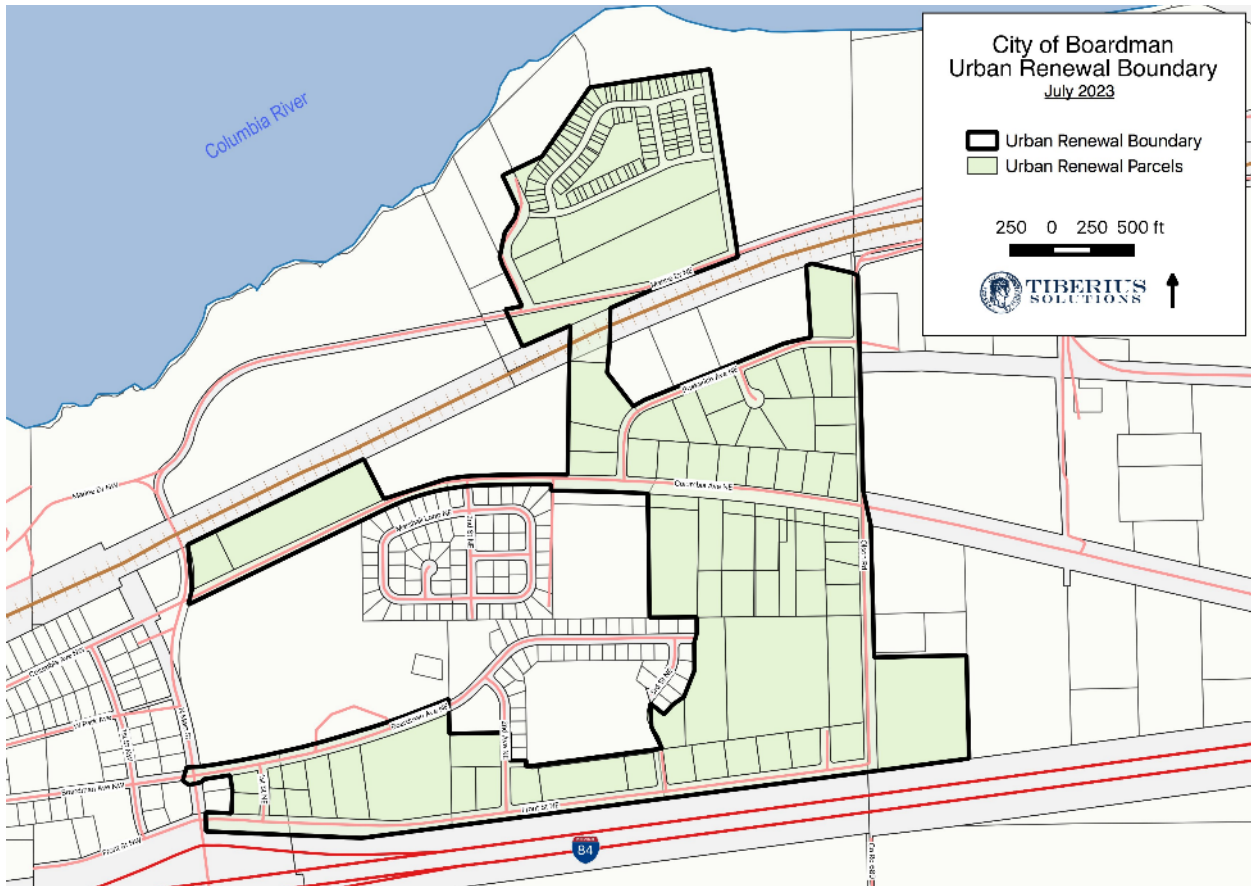
The relationship between the sections of the Report and the ORS 457.087 requirements is shown in Table 1. The specific reference shown is the section of this Report that most addresses the statutory reference. There may be other sections of the Report that also address the statute.

The Report provides guidance on how the Plan might be implemented. As the Boardman Urban Renewal Agency (Agency) reviews revenues and potential projects each year, it has the authority to make adjustments to the implementation assumptions in this Report. The Agency may allocate budgets differently, adjust the timing of the projects, decide to incur debt at different times than assumed in this Report, and make other adjustments to the financials as determined by the Agency. The Agency may also make changes as allowed in the Amendments section of the Plan.

Table 1. Statutory References

Statutory Requirement	Report Section
ORS 457.087 (1)	XI
ORS 457.087 (2)	XII
ORS 457.087 (3)	III
ORS 457.087 (4)	IV
ORS 457.087 (5)	VII
ORS 457.087 (6)	V,VI
ORS 457.087 (7)	V,VI
ORS 457.087 (8)	IX
ORS 457.087 (9)	XIII

Figure 1. North Urban Renewal District Boundary



Source: City of Boardman

III. THE PROJECTS IN THE AREA AND THE RELATIONSHIP BETWEEN URBAN RENEWAL PROJECTS AND THE EXISTING CONDITIONS IN THE URBAN RENEWAL AREA

The projects identified for the North Urban Renewal Area (Area) are described below, including how they relate to the existing conditions in the Area. The infrastructure projects are intended to facilitate development in the Area by providing a more efficient transportation system, improved utility lines and access to parcels in the Area. The economic development incentives are intended to help facilitate development within the Area.

Although specific numbers (i.e. 1,059 linear feet) have been used in the project description, those numbers are not absolute and may be changed as the project is undertaken in the future.

A. Infrastructure Improvements

1. NE Boardman Avenue to Olson Road

This project includes approximately 1,059 linear feet (LF) of new road that will stretch from NE Boardman Avenue to Olson Road. The project will include installation 2,118 LF of concrete curb and gutter, 1,412 square yards (SY) of concrete sidewalk, 1,059 LF of new 8-inch sewer line, new curb ramps, and all other work required to finish the project.

EXISTING CONDITIONS:

Boardman Avenue does not presently connect to Olson Street. This connection will provide a complete transportation network, access to parcels, better access to parks facilities in the Area and help facilitate development of the Area. The TSP, Section 4 lists this project as a potential future project.

Alternative #7 – Extend NE Boardman Avenue to Olson Road

The extension of Boardman Avenue east to Olson Road would enhance the city's east-west connectivity while permitting more direct pedestrian and bicycle access between Riverside High School and the residential areas to the east. This connection would further facilitate east-west circulation if Olson Road is extended across Interstate 84, as recommended in Alternative #3.

East-West Connectivity Recommendations

The extension of Boardman Avenue to Olson Road is recommended for implementation in the mid- to long-term future and should be coordinated with any future development activity in the area.

2. NE Front Street Improvements

This project will improve NE Front Street from N Main Street to Olson Road. This stretch of road is a little over 4,000 LF and will include full width and length asphalt overlay, approximately 5,513 SY of new concrete sidewalk, over 8,270 LF of new curb and gutter, 4,135 LF of new 8-inch water line, new driveway approaches, new curb ramps, and all other work required to finish the project.

EXISTING CONDITIONS:

NE Front Street is presently a two-lane street without curb, gutter, sidewalk and lighting improvements.

3. Alley from 2nd Avenue NE to 3rd Street NE

This project consists of building an alley from 2nd Avenue NE to 3rd Street NE. This stretch of road will be approximately 938 LF and will include approximately 439 tons of asphalt concrete pavement mixture, base rock, a new cement concrete driveway, and all other work required to finish the project.

EXISTING CONDITIONS:

This alley does not exist.

4. 2nd Avenue NE to Columbia Avenue NE

Approximately 379 LF of new road will be installed to complete the connection between Front Street NE and Columbia Avenue NE. This project will require approximately 266 tons of asphalt concrete pavement mixture, 758 LF of concrete curb and gutter, 505 SY of concrete sidewalk, 488 LF of new 8-inch sewer line, and all other work required to finish the project.

EXISTING CONDITIONS:

This section of 2nd Avenue does not exist. The transportation network is incomplete, not allowing for traffic flow from Boardman direction on 2nd to Columbia Avenue.

5. Columbia Avenue NE to Boardman Avenue NE

This includes approximately 977 LF of new roadway between Columbia Avenue NE and Boardman Avenue NE. The project will include approximately 686 tons of asphalt concrete pavement mixture, 1,954 LF of new concrete curb and gutter, 1,303 SY of concrete sidewalk, 977 LF of new 8-inch sewer line, curb ramps, and all other work required to finish the project.

EXISTING CONDITIONS:

This street does not presently exist. It will provide an additional piece of the transportation network connecting Boardman Avenue NE to Columbia Avenue.

6. Main Street Intersection Improvements

Intersection improvements include new traffic signals, roadwork, sidewalk work, striping and signage, and all other work required for the improvements.

EXISTING CONDITIONS:

There is no existing traffic device at North Main Street and Boardman Avenue. As this area develops, a device will be required.

7. Provide other transportation improvements as necessary.

EXISTING CONDITIONS:

Other transportation improvements may be required over the life of the Plan.

B. Economic Development Incentives

1. Provide economic development incentives to facilitate development in the Area. These include, but are not limited to:

- **City owned property.**
- **Cemetery owned property.**
- **Encourage development of a new hotel.**

EXISTING CONDITIONS:

There are many properties within the Area that are either undeveloped or underdeveloped. These properties provide prime opportunities for economic development and the creation of jobs for Boardman residents. When developed, the city owned property will become taxable and return value to the taxing districts. This is the same for the cemetery property. The north side of Boardman could benefit from a variety of economic development opportunities including a new hotel.

C. Administration

- 1. Financing fees and any long-term borrowing costs.**
- 2. General administration including annual reporting, financial statements and administration of the Plan.**

EXISTING CONDITIONS:

This area in Boardman is not presently in an urban renewal Area, so requires no administrative responsibilities from the urban renewal agency. Once an urban renewal plan with its associated requirements for administration exists for the Area, there will be a need for administrative funds to be allocated for that administration.

IV. THE ESTIMATED TOTAL COST OF EACH PROJECT AND THE SOURCES OF MONEYS TO PAY SUCH COSTS

Table 2 shows the costs of the projects in Fiscal Year Ending (FYE) 2023 constant dollars as provided by Anderson Perry in July of 2023.

These estimates will be refined in the annual budgeting process, acknowledging of the limiting total cost factor of the maximum indebtedness. Different allocations may be made to different line items within the Plan.

Table 2. Estimated Cost of Each Project in Constant FYE 2023 and Year of Expenditure Costs

TIF Area Projects	Constant FYE 2023 \$
Extend Boardman Avenue to Olson Street, including pavement, curb, gutter, sidewalks and lighting.	\$1,565,237
Improve NE Front Street, including pavement, curb, gutter, sidewalks and lighting.	\$2,895,170
Alley from 2 nd Avenue NE to 3 rd Street NE	\$273,424
2 nd Avenue NE to Columbia Avenue NE	\$353,934
Columbia Avenue NE to Boardman Avenue NE	\$856,398
Intersection Improvements North Main Street and Boardman Avenue.	\$1,000,000
Other traffic improvements	\$2,000,000
Economic Development Toolkit	\$2,000,000
TOTAL:	\$10,944,163

Source: Anderson Perry, City of Boardman

This financial analysis did not assume the use of long-term debt. However, the Agency may decide to incur debt to allow projects to be finished earlier in the life of the Plan. This debt may include intergovernmental loans, bank loans or other forms of loans for the Agency.

The scenario presented in this Report is only one scenario for how the Agency may decide to implement this Plan, and this scenario is financially feasible.

V. FINANCIAL ANALYSIS OF THE PLAN

The estimated tax increment revenues through Fiscal Year End (FYE) 2044 are calculated based on projections of the assessed value within the Area and the consolidated tax rate that will apply in the Area.

The long-term projections for FYE 2025 and beyond assume an annual growth rate of 3% for existing assessed value in the Area plus specific exception value assumptions for future development within the Area. These assumptions were provide by Boardman staff and relied on exiting permit data and discussions with potential developers.

If actual assessed value growth is less than forecast, then it would reduce the financial capacity of the Area to fund projects listed in the Plan over the anticipated duration of the Plan.

Table 3 shows the incremental assessed value, tax rates, and tax increment revenues each year, adjusted for discounts, delinquencies, and truncation loss. The first year of tax increment collections is anticipated to be FYE 2025. The narrative analysis for Table 3 is shown below:

- Total AV is the estimated total assessed value of the Area on an annual basis.
- Frozen base is the estimate of the assessed value of the Area at its formation.
- Increment applied is the total assessed value minus the frozen base.
- Increment shared is the amount that will be distributed to all taxing Areas according to their permanent rate due to revenue sharing. In this Plan, there is no assumption for revenue sharing as the financial projections do not meet the statutory thresholds.
- Tax rate is the total permanent rate levy for the Area.
- Gross tax increment financing revenue (TIF) is calculated by multiplying the tax rate times the assessed value used. The tax rate is per thousand dollars of assessed value, so the calculation is “tax rate times assessed value used divided by one thousand.”
- Adjustments are calculated at 5% of the Gross TIF and are for discounts, delinquencies, and rate truncation.
- Current Year Net reflects subtracting the 5% adjustment factor from Gross TIF.
- Prior Year Net is the tax increment revenue that was delinquent the prior year and is paid by the assessor’s office once it is received. It is estimated that this amount is 1.5% of total TIF.
- Total TIF is the amount of tax increment revenues estimated to be received by the Agency.

Table 3. Projected Incremental Assessed Value, Tax Rates, and Tax Increment Revenues

FYE	Total AV	Frozen Base AV	Increment Applied	Increment Shared	Tax Rate	Gross TIF	Adjustments	Current Year Net	Prior Year Net	Total TIF
2025	7,503,383	5,129,862	2,373,521	-	16.4893	39,138	(1,957)	37,181	-	37,181
2026	25,338,579	5,129,862	20,208,717	-	16.4893	333,228	(16,661)	316,566	558	317,124
2027	31,163,469	5,129,862	26,033,607	-	16.4893	429,276	(21,464)	407,812	4,748	412,561
2028	36,916,494	5,129,862	31,786,632	-	16.4893	524,139	(26,207)	497,932	6,117	504,050
2029	48,844,090	5,129,862	43,714,228	-	16.4893	720,817	(36,041)	684,776	7,469	692,245
2030	69,733,812	5,129,862	64,603,950	-	16.4893	1,065,274	(53,264)	1,012,010	10,272	1,022,282
2031	79,674,556	5,129,862	74,544,694	-	16.4893	1,229,190	(61,459)	1,167,730	15,180	1,182,910
2032	83,091,921	5,129,862	77,962,059	-	16.4893	1,285,540	(64,277)	1,221,263	17,516	1,238,779
2033	85,564,886	5,129,862	80,435,024	-	16.4893	1,326,317	(66,316)	1,260,001	18,319	1,278,320
2034	104,219,927	5,129,862	99,090,065	-	16.4893	1,633,926	(81,696)	1,552,230	18,900	1,571,130
2035	107,326,732	5,129,862	102,196,870	-	16.4893	1,685,155	(84,258)	1,600,897	23,283	1,624,181
2036	110,526,740	5,129,862	105,396,878	-	16.4893	1,737,921	(86,896)	1,651,025	24,013	1,675,038
2037	113,822,749	5,129,862	108,692,887	-	16.4893	1,792,270	(89,613)	1,702,656	24,765	1,727,422
2038	117,217,638	5,129,862	112,087,776	-	16.4893	1,848,249	(92,412)	1,755,837	25,540	1,781,376
2039	120,714,374	5,129,862	115,584,512	-	16.4893	1,905,908	(95,295)	1,810,612	26,338	1,836,950
2040	124,316,013	5,129,862	119,186,151	-	16.4893	1,965,296	(98,265)	1,867,031	27,159	1,894,191
2041	128,025,700	5,129,862	122,895,838	-	16.4893	2,026,466	(101,323)	1,925,143	28,005	1,953,149
2042	131,846,678	5,129,862	126,716,816	-	16.4893	2,089,472	(104,474)	1,984,998	28,877	2,013,875
2043	135,782,285	5,129,862	130,652,423	-	16.4893	2,154,367	(107,718)	2,046,649	29,775	2,076,424
2044	139,835,960	5,129,862	134,706,098	-	16.4893	2,221,209	(111,060)	2,110,149	30,700	2,140,849
TOTAL:						28,013,158	(1,400,656)	26,612,498	367,534	26,980,037

Source: Tiberius Solutions

VI. THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUES REQUIRED AND THE ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED

The maximum indebtedness is \$27,000,000 (Twenty-Seven Million). The estimated total amount of tax increment revenues required to service the maximum indebtedness of \$27,000,000 is \$26,980,037 and is from permanent rate tax levies. The difference between the total amount of tax increment revenues and maximum indebtedness is due in part to rounding, and in part to being conservative with the financial data available. If the Agency decides to accelerate projects in the future by using loans, then the interest on those loans is not calculated as part of the maximum indebtedness and may be repaid through tax increment proceeds.

Table 4 shows a summary of the financial capacity of the Area, including how total TIF revenue translates to the ability to fund urban renewal projects in constant 2023 dollars in five-year increments. Table 5, Table 6 and Table 7 show more detailed tables on the allocation of tax revenues to debt service. Table 8, Table 9 and Table 10 show potential allocations to projects and administration over time.

The Area is anticipated to complete all projects and have sufficient tax increment finance revenue to terminate the Area in FYE 2044, a 20-year time frame for taking division of tax revenues. If growth in assessed value is slower than projected, the Agency may not be able to complete all projects in the Plan in this timeframe and would therefore continue taking division of tax proceeds until the Agency reaches the maximum indebtedness. If growth in assessed value is more robust than the projections, it may take a shorter period. These assumptions show one scenario for financing and that this scenario is financially feasible.

Table 4. TIF Capacity of the Area in FYE 2023 Constant Rounded Numbers

Net TIF	\$27,000,000
Maximum Indebtedness	\$27,000,000
Capacity (2023\$)	\$11,000,000
Years 1-5	\$1,400,000
Years 6-10	\$3,400,000
Years 11-15	\$3,400,000
Years 16-20	\$2,800,000

Source: Tiberius Solutions

Table 5. Tax Increment Revenues and Allocations to Debt Service, Through FYE 2031

	Total	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030	FYE 2031
Resources								
Beginning Balance		-	-	-	-	-	-	-
TIF: Current Year	26,612,499	37,181	316,566	407,812	497,932	684,776	1,012,010	1,167,730
TIF: Prior Years	367,535	-	558	4,748	6,117	7,469	10,272	15,180
Total Resources	26,980,034	37,181	317,124	412,561	504,050	692,245	1,022,282	1,182,910
Transfer to URA Projects Fund	(26,980,034)	(37,181)	(317,124)	(412,561)	(504,050)	(692,245)	(1,022,282)	(1,182,910)
Total Expenditures	(26,980,034)	(37,181)	(317,124)	(412,561)	(504,050)	(692,245)	(1,022,282)	(1,182,910)
Ending Balance		-	-	-	-	-	-	-

Source: Tiberius Solutions

Table 6. Tax Increment Revenues and Allocations to Debt Service, Through FYE 2039

	FYE 2032	FYE 2033	FYE 2034	FYE 2035	FYE 2036	FYE 2037	FYE 2038	FYE 2039
Resources								
Beginning Balance	-	-	-	-	-	-	-	-
TIF: Current Year	1,221,263	1,260,001	1,552,230	1,600,897	1,651,025	1,702,656	1,755,837	1,810,612
TIF: Prior Years	17,516	18,319	18,900	23,283	24,013	24,765	25,540	26,338
Total Resources	1,238,779	1,278,320	1,571,130	1,624,181	1,675,038	1,727,422	1,781,376	1,836,950
Transfer to URA Projects Fund	(1,238,779)	(1,278,320)	(1,571,130)	(1,624,181)	(1,675,038)	(1,727,422)	(1,781,376)	(1,836,950)
Total Expenditures	(1,238,779)	(1,278,320)	(1,571,130)	(1,624,181)	(1,675,038)	(1,727,422)	(1,781,376)	(1,836,950)
Ending Balance	-	-	-	-	-	-	-	-

Source: Tiberius Solutions

Table 7. Tax Increment Revenues and Allocations to Debt Service, Through FYE 2044

	FYE 2040	FYE 2041	FYE 2042	FYE 2043	FYE 2044
Resources					
Beginning Balance	-	-	-	-	-
TIF: Current Year	1,867,031	1,925,143	1,984,998	2,046,649	2,110,149
TIF: Prior Years	27,159	28,005	28,877	29,775	30,700
Total Resources	1,894,191	1,953,149	2,013,875	2,076,424	2,140,849
Transfer to URA Projects Fund	(1,894,191)	(1,953,149)	(2,013,875)	(2,076,424)	(2,140,849)
Total Expenditures	(1,894,191)	(1,953,149)	(2,013,875)	(2,076,424)	(2,140,849)
Ending Balance	-	-	-	-	-

Source: Tiberius Solutions

VII. THE ANTICIPATED COMPLETION DATE FOR EACH PROJECT

The schedule for construction of projects will be based on the availability of funding. The projects will be ongoing and will be completed as directed by the Agency.

The Area is anticipated to complete all projects and have sufficient tax increment finance revenue to terminate the Area in FYE 2044, a 20-year program of tax increment collections.

The amount of money available for projects in 2023 constant dollars for the Area is approximately \$11,000,000. See Table 2 for the individual project analysis.

Table 8, Table 9 and Table 10 show the approximate \$11,000,000 of 2023 constant dollars for projects inflated over the life of the Area, totaling the maximum indebtedness of \$27,000,000. All costs shown in Table 8, Table 9 and Table 10 are in year-of-expenditure dollars, which are adjusted by 7.0% annually to account for inflation. This inflation rate is the rate recommended by Anderson Perry, the engineering firm hired by the City to provide the cost estimates. If actual inflation is lower than this amount, the Agency will be able to either spend money on additional projects or terminate the Area earlier as all projects will be completed.

The 7% inflation rate is the rate to use in the future if any amendment to increase maximum indebtedness is pursued in accordance with ORS 457.470.

The Agency may change the completion dates in their annual budgeting process or as project decisions are made in administering the Plan. The following tables are prepared to show that the Area is financially feasible as required by ORS 457.

Table 8. Programs and Costs in Year of Expenditure Dollars, Through FYE 2031

	Total	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030	FYE 2031
Resources								
Beginning Balance		-	-	-	-	-	-	-
Transfer from TIF Fund	26,980,034	37,181	317,124	412,561	504,050	692,245	1,022,282	1,182,910
Total Resources	26,980,034	37,181	317,124	412,561	504,050	692,245	1,022,282	1,182,910
Expenditures (YOE \$)								
Other Projects	(26,980,034)	(37,181)	(317,124)	(412,561)	(504,050)	(692,245)	(1,022,282)	(1,182,910)
Total Expenditures	(26,980,034)	(37,181)	(317,124)	(412,561)	(504,050)	(692,245)	(1,022,282)	(1,182,910)
Ending Balance		-	-	-	-	-	-	-

Source: Tiberius Solutions

Table 9. Programs and Costs in Year of Expenditure Dollars, Through FYE 2039

	FYE 2032	FYE 2033	FYE 2034	FYE 2035	FYE 2036	FYE 2037	FYE 2038	FYE 2039
Resources								
Beginning Balance	-	-	-	-	-	-	-	-
Transfer from TIF Fund	1,238,779	1,278,320	1,571,130	1,624,181	1,675,038	1,727,422	1,781,376	1,836,950
Total Resources	1,238,779	1,278,320	1,571,130	1,624,181	1,675,038	1,727,422	1,781,376	1,836,950
Expenditures (YOE \$)								
Other Projects	(1,238,779)	(1,278,320)	(1,571,130)	(1,624,181)	(1,675,038)	(1,727,422)	(1,781,376)	(1,836,950)
Total Expenditures	(1,238,779)	(1,278,320)	(1,571,130)	(1,624,181)	(1,675,038)	(1,727,422)	(1,781,376)	(1,836,950)
Ending Balance	-	-	-	-	-	-	-	-

Source: Tiberius Solutions

Table 10. Programs and Costs in Year of Expenditure Dollars, Through FYE 2044

	FYE 2040	FYE 2041	FYE 2042	FYE 2043	FYE 2044
Resources					
Beginning Balance	-	-	-	-	-
Transfer from TIF Fund	1,894,191	1,953,149	2,013,875	2,076,424	2,140,849
Total Resources	1,894,191	1,953,149	2,013,875	2,076,424	2,140,849
Expenditures (YOE \$)					
Other Projects	(1,894,191)	(1,953,149)	(2,013,875)	(2,076,424)	(2,140,849)
Total Expenditures	(1,894,191)	(1,953,149)	(2,013,875)	(2,076,424)	(2,140,849)
Ending Balance	-	-	-	-	-

Source: Tiberius Solution

VIII. REVENUE SHARING

Revenue sharing targets defined in ORS 457.470 are not projected to be reached as the threshold set (annual tax increment revenues in excess of 10 percent of the maximum indebtedness) is not projected to be met during the expected life of the Plan.

Revenue sharing means that, at thresholds defined in ORS 457.470, the impacted taxing jurisdictions will receive a share of the incremental growth in the Area. The first threshold is when annual tax increment finance revenues exceed 10% of the original maximum indebtedness of the Plan (10% = \$2,700,000). At the 10% threshold, the Agency will receive the full 10% of the initial maximum indebtedness plus 25% of the increment above the 10% threshold, and the taxing jurisdictions will receive 75% of the increment above the 10% threshold.

The second threshold is set at 12.5% of the maximum indebtedness (12.5% = \$3,375,000). If this threshold is met, revenue for the Area would be capped at 12.5% of the maximum indebtedness, with all additional tax revenue being shared with affected taxing districts.

If assessed value in the Area grows more quickly than projected, the revenue sharing triggers could be reached earlier.

IX. IMPACT OF THE TAX INCREMENT FINANCING

This section describes the impact of tax increment financing of the maximum indebtedness, both until and after the indebtedness is repaid, upon all entities levying taxes upon property in the Area.

The impact of tax increment financing on overlapping taxing Areas consists of the property tax revenues foregone on permanent rate levies as applied to the growth in assessed value in the Area. These projections are for impacts estimated through FYE 2044 and are shown in Table 11 and Table 12.

The Morrow County School District and the Intermountain Education Service Area are not *directly* affected by the tax increment financing, but the amounts of their taxes divided for the urban renewal plan are shown in the following tables. Under current school funding law, property tax revenues are combined with State School Fund revenues to achieve per-student funding targets. Under this system, property taxes foregone, due to the use of tax increment financing, are substantially replaced with State School Fund revenues, as determined by a funding formula at the state level.

Table 11 and Table 12 show the projected impacts to permanent rate levies of taxing Areas as a result of this Plan. Table 11 shows the general government levies, and Table 12 shows the education levies.

Table 11. Projected Impact on Taxing Area Permanent Rate Levies - General Government

FYE	Morrow County	Umatilla-Morrow Radio District	Health District	Port of Morrow	City of Boardman	Boardman Fire Protection District	Boardman Cemetery	Boardman Park	Unified Rec District	Vector Control	Oregon Trail Library	Subtotal
2025	(9,323)	(383)	(1,364)	(190)	(9,496)	(1,683)	(64)	(674)	(1,028)	(428)	(572)	(25,206)
2026	(79,519)	(3,269)	(11,635)	(1,617)	(80,994)	(14,355)	(546)	(5,748)	(8,770)	(3,652)	(4,877)	(214,984)
2027	(103,450)	(4,253)	(15,137)	(2,104)	(105,369)	(18,675)	(711)	(7,478)	(11,409)	(4,751)	(6,345)	(279,682)
2028	(126,391)	(5,197)	(18,494)	(2,571)	(128,735)	(22,816)	(868)	(9,137)	(13,939)	(5,805)	(7,752)	(341,704)
2029	(173,581)	(7,137)	(25,399)	(3,531)	(176,801)	(31,335)	(1,192)	(12,548)	(19,144)	(7,972)	(10,647)	(469,286)
2030	(256,338)	(10,539)	(37,508)	(5,214)	(261,093)	(46,274)	(1,761)	(18,531)	(28,270)	(11,773)	(15,722)	(693,024)
2031	(296,615)	(12,195)	(43,402)	(6,033)	(302,118)	(53,545)	(2,037)	(21,443)	(32,713)	(13,623)	(18,193)	(801,917)
2032	(310,624)	(12,771)	(45,451)	(6,318)	(316,387)	(56,074)	(2,134)	(22,455)	(34,258)	(14,266)	(19,052)	(839,791)
2033	(320,539)	(13,179)	(46,902)	(6,520)	(326,486)	(57,864)	(2,202)	(23,172)	(35,351)	(14,722)	(19,660)	(866,597)
2034	(393,962)	(16,198)	(57,645)	(8,013)	(401,270)	(71,118)	(2,706)	(28,480)	(43,448)	(18,094)	(24,163)	(1,065,098)
2035	(407,264)	(16,745)	(59,592)	(8,284)	(414,819)	(73,520)	(2,797)	(29,441)	(44,916)	(18,705)	(24,979)	(1,101,062)
2036	(420,017)	(17,269)	(61,458)	(8,543)	(427,808)	(75,822)	(2,885)	(30,363)	(46,322)	(19,291)	(25,762)	(1,135,539)
2037	(433,152)	(17,809)	(63,380)	(8,810)	(441,187)	(78,193)	(2,975)	(31,313)	(47,771)	(19,894)	(26,567)	(1,171,051)
2038	(446,681)	(18,365)	(65,360)	(9,086)	(454,967)	(80,635)	(3,068)	(32,291)	(49,263)	(20,515)	(27,397)	(1,207,628)
2039	(460,616)	(18,938)	(67,399)	(9,369)	(469,161)	(83,151)	(3,164)	(33,298)	(50,800)	(21,155)	(28,252)	(1,245,302)
2040	(474,969)	(19,529)	(69,499)	(9,661)	(483,780)	(85,742)	(3,262)	(34,336)	(52,383)	(21,815)	(29,132)	(1,284,107)
2041	(489,753)	(20,136)	(71,662)	(9,962)	(498,838)	(88,411)	(3,364)	(35,405)	(54,013)	(22,494)	(30,039)	(1,324,075)
2042	(504,980)	(20,762)	(73,890)	(10,271)	(514,348)	(91,160)	(3,469)	(36,505)	(55,692)	(23,193)	(30,973)	(1,365,243)
2043	(520,664)	(21,407)	(76,185)	(10,590)	(530,323)	(93,991)	(3,576)	(37,639)	(57,422)	(23,913)	(31,935)	(1,407,646)
2044	(536,819)	(22,072)	(78,549)	(10,919)	(546,777)	(96,907)	(3,687)	(38,807)	(59,204)	(24,655)	(32,926)	(1,451,321)
TOTAL:	(6,765,257)	(278,153)	(989,911)	(137,606)	(6,890,757)	(1,221,271)	(46,468)	(489,064)	(746,116)	(310,716)	(414,945)	(18,290,263)

Source: Tiberius Solutions

Table 12. Projected Impact on Taxing Area Permanent Rate Levies – Education

FYE	Morrow School	Intermountain ESD	BMCC	Subtotal	Total
2025	(9,097)	(1,388)	(1,491)	(11,975)	(37,181)
2026	(77,586)	(11,839)	(12,714)	(102,140)	(317,124)
2027	(100,935)	(15,402)	(16,541)	(132,878)	(412,561)
2028	(123,319)	(18,818)	(20,209)	(162,345)	(504,050)
2029	(169,362)	(25,844)	(27,754)	(222,959)	(692,245)
2030	(250,107)	(38,165)	(40,986)	(329,258)	(1,022,282)
2031	(289,406)	(44,162)	(47,426)	(380,994)	(1,182,910)
2032	(303,074)	(46,248)	(49,666)	(398,988)	(1,238,779)
2033	(312,748)	(47,724)	(51,251)	(411,723)	(1,278,320)
2034	(384,386)	(58,655)	(62,991)	(506,032)	(1,571,130)
2035	(397,365)	(60,636)	(65,118)	(523,119)	(1,624,181)
2036	(409,808)	(62,535)	(67,157)	(539,499)	(1,675,038)
2037	(422,623)	(64,490)	(69,257)	(556,371)	(1,727,422)
2038	(435,824)	(66,505)	(71,420)	(573,749)	(1,781,376)
2039	(449,420)	(68,579)	(73,648)	(591,648)	(1,836,950)
2040	(463,424)	(70,716)	(75,943)	(610,084)	(1,894,191)
2041	(477,849)	(72,917)	(78,307)	(629,073)	(1,953,149)
2042	(492,706)	(75,185)	(80,742)	(648,632)	(2,013,875)
2043	(508,009)	(77,520)	(83,249)	(668,778)	(2,076,424)
2044	(523,771)	(79,925)	(85,832)	(689,528)	(2,140,849)
TOTAL:	(6,600,819)	(1,007,253)	(1,081,702)	(8,689,773)	(26,980,037)

Source: Tiberius Solutions Please refer to the explanation of the schools funding in the preceding section

Table 13 shows the projected increased revenue to the taxing jurisdictions after tax increment proceeds are projected to be terminated in FYE 2045.

The Frozen Base is the assessed value of the Area established by the County Assessor at the time the Area is established. Excess Value is the increased assessed value in the Area above the Frozen Base.

Table 13. Additional Revenues Obtained after Termination of TIF - FYE 2045

Taxing District	Type	Tax Rate	From Frozen Base	From Excess Value	Total
General Government					
Morrow County	Permanent	4.1347	21,210	574,233	595,443
Umatilla-Morrow Radio District	Permanent	0.1700	872	23,610	24,482
Health District	Permanent	0.6050	3,104	84,023	87,127
Port of Morrow	Permanent	0.0841	431	11,680	12,111
City of Boardman	Permanent	4.2114	21,604	584,885	606,489
Boardman Fire Protection District	Permanent	0.7464	3,829	103,661	107,490
Boardman Cemetery	Permanent	0.0284	146	3,944	4,090
Boardman Park	Permanent	0.2989	1,533	41,512	43,045
Unified Rec District	Permanent	0.4560	2,339	63,330	65,669
Vector Control	Permanent	0.1899	974	26,374	27,348
Oregon Trail Library	Permanent	0.2536	1,301	35,220	36,521
Subtotal	Gen. Govt.	10.9248	56,042	1,517,252	1,573,294
Education					
Morrow School	Permanent	4.0342	20,695	560,275	580,970
Intermountain ESD	Permanent	0.6156	3,158	85,495	88,653
BMCC	Permanent	0.6611	3,391	91,814	95,205
Subtotal	Education	5.3109	27,244	737,584	764,828
TOTAL:		16.2357	83,286	2,254,836	2,338,122

Source: Tiberius Solutions

X. COMPLIANCE WITH STATUTORY LIMITS ON ASSESSED VALUE AND SIZE OF URBAN RENEWAL AREA

State law limits the percentage of both a municipality’s total assessed value and the total land area that can be contained in an urban renewal Area at the time of its establishment to 25% for municipalities under 50,000 in population. As noted below, the frozen base (assumed to be FYE 2023 values), including all real, personal, manufactured, and utility properties in the Area, is projected to be \$5,129,862. The frozen base is the assessed value of the Area at the time it is adopted. The Morrow County Assessor will establish the frozen base once the urban renewal plan is adopted.

The frozen base assessed value of the Central Urban Renewal Area is \$3,153,630. The frozen base of the Southwest Urban Renewal Area is \$7,920,750.

The Central Urban Renewal Area has excess value of \$11,178,884. The Southwest Urban Renewal Area has excess value of \$5,771,205. Excess value is the amount of assessed value over the frozen base. The total assessed value of the City of Boardman as stated in the Morrow County Assessor SAL 4a for FYE 2023 was \$700,786,158.

The percentage of total City assessed value in urban renewal Areas is 2.37%, below the 25% threshold. ORS 457.160 (2)(b) states “For municipalities having a population of less than 50,000, according to the latest state census:

- A. The assessed value for the urban renewal areas of the plan, when added to the total assessed value previously certified by the assessor for other urban renewal plans of the municipality for which a division of ad valorem taxes is provided, exceeds a figure equal to 25 percent of the total assessed value of that municipality, exclusive of any increased assessed value for other urban renewal areas and without regard to adjustments made pursuant to [ORS 457.435](#).”

The Area contains approximately 181.1 acres, including public rights-of-way. The Central Urban Renewal Area contains 168.6 acres. The Southwest Urban Renewal Area contains 157.5 acres. The City of Boardman contains 2,839 acres. This puts 17.86% of the city’s acreage in an urban renewal area, which is below the 25% threshold.

Table 14. Urban Renewal Area Conformance with Assessed Value and Acreage Limits

	Acreage	Assessed Value
A. Central Urban Renewal Area	168.6	\$3,153,630
B. Southwest Urban Renewal Area	157.5	\$7,920,750
C. North Urban Renewal Area	181.1	\$5,129,862
D. Total Acreage/Assessed Value in URDs	507.2	\$16,204,242
E. Excess Value		\$16,950,089
F. City of Boardman	2,839	\$700,786,158
% of City Acreage =(D/F)	17.87%	
% of City Assessed Value =(D/(F-E))		2.37%

Source: Compiled by Elaine Howard Consulting, LLC with data from Tiberius Solutions, City of Boardman, and Morrow County Department of Assessment and Taxation SAL 4a and SAL 4e (FYE 2023)

XI. EXISTING PHYSICAL, SOCIAL, AND ECONOMIC CONDITIONS AND IMPACTS ON MUNICIPAL SERVICES

This section of the Report describes existing conditions within the Area and documents the occurrence of “blighted areas,” as defined by ORS 457.010(1).

A. Physical Conditions

1. Land Use

The Area measures 181.10 total acres in size, which is composed of 78 individual parcels encompassing 145.55 acres, and an additional 35.55 acres in public rights-of-way. An analysis of FYE 2023 property classification data from the Morrow County Department of Assessment and Taxation database was used to determine the land use designation of parcels in the Area. By acreage, Commercial (69.76%) accounts for the most prevalent land use within the area. This was followed by Residential (16.76%). Detailed land use designations in the area can be seen in Table 15.

Table 15. Land Use in the Area

Land Use	Tax Lots	Acres	Percent of Acres
Commercial	73	101.53	69.76%
Residential	2	24.40	16.76%
Industrial	2	19.31	13.27%
Tract	1	0.31	0.21%
TOTAL:	78	145.55	100.00%

Source: Compiled by Elaine Howard Consulting with data from Tiberius Solutions received from the Morrow County Department of Assessment and Taxation (FYE 2023)

2. Zoning and Comprehensive Plan Designations

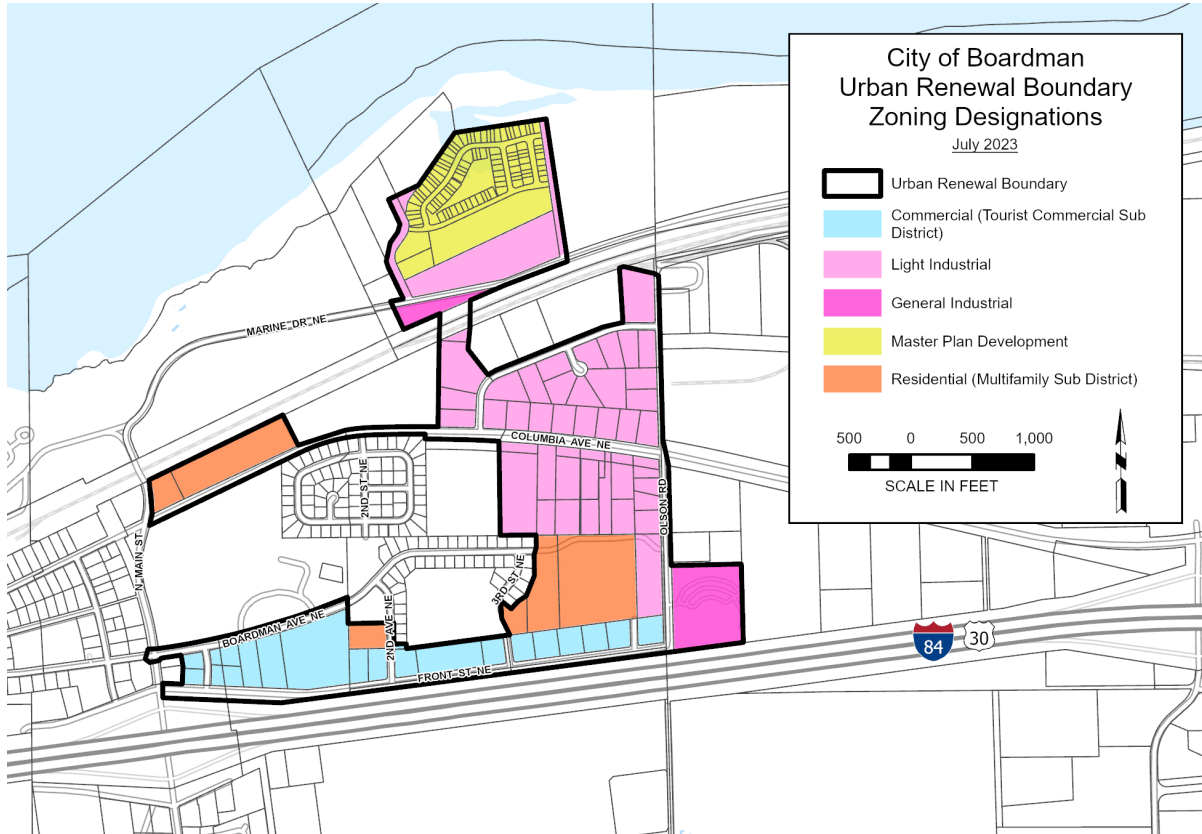
The Zoning and Comprehensive Plan Designations are the same in the city of Boardman. The most prevalent zoning and comprehensive plan designation by acreage in the Area is Tourist Commercial (53.86%). The second most prevalent zoning and comprehensive plan designation in the Area is Residential Multi-family (16.90%). Detailed zoning and comprehensive plan designations in the Area can be seen in Table 16.

Table 16. Zoning and Comprehensive Plan Designations in the Area

Plan Designation	Tax Lots	Acres	Percent of Acres
Tourist Commercial	68	78.39	53.86%
Residential Multi-family	6	24.6	16.90%
Master Planned Community	1	22.94	15.76%
Light Industrial	2	19.31	13.27%
Tract Vacant	1	0.31	0.21%
TOTAL:	78	145.55	100.00%

Source: Compiled by Elaine Howard Consulting with data from Tiberius Solutions received from the Morrow County Department of Assessment and Taxation (FYE 2023)

Figure 2. Boardman Urban Renewal Area Zoning Designations



Source: anderson perry

B. Infrastructure

This section identifies the existing conditions in the Area to assist in **establishing blight in the ordinance adopting the urban renewal plan**. There are projects identified by the City of Boardman in itemizing blighting conditions in the Area. **This does not mean that all of these projects are included in the urban renewal plan.** The specific projects that are included in the Plan are listed in Sections III and IV of this Report.

1. Transportation

The Capital Improvement Plan projects for the Area are shown below in Table 17.

Table 17. Transportation Capital Improvement Projects in Area

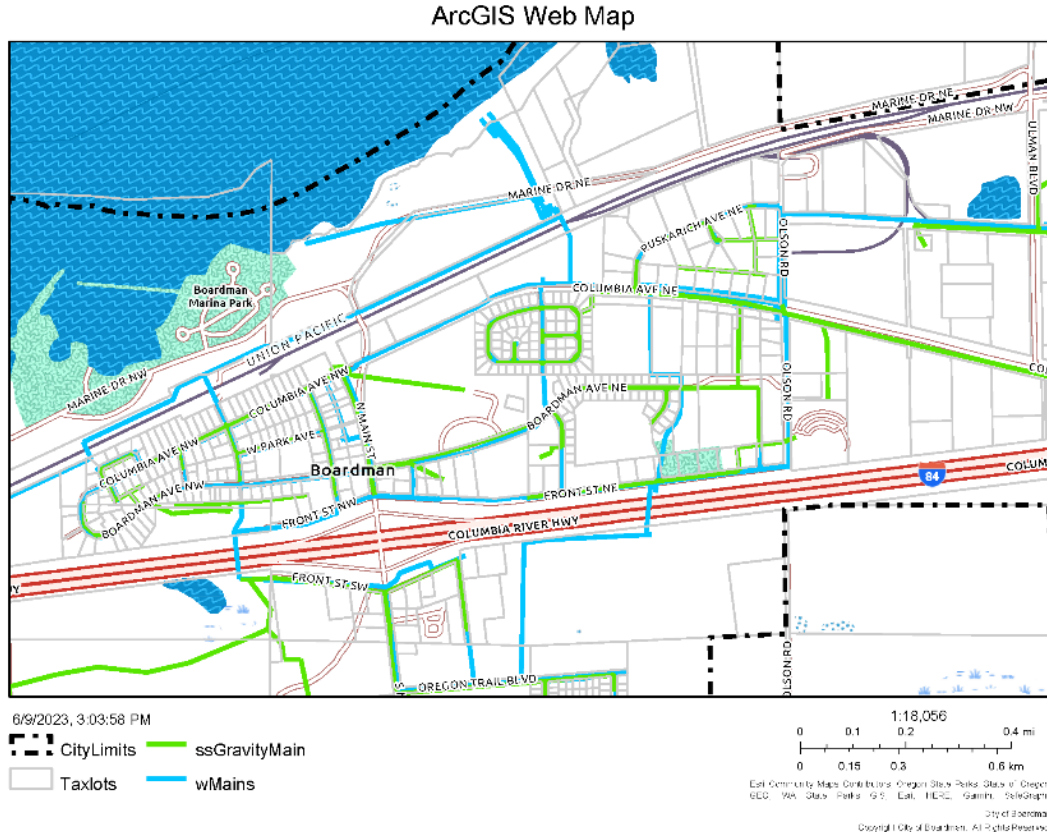
CIP #	Project
11905	NE 2 nd Street Connection
13405	NE 4 th Street Connection
13305	NE Boardman Avenue Extension
15305	NE 4 th Street Connection

Source: Boardman Capital Improvement Plan

2. Water, Sanitary Sewer and Storm Water

Figure 3 shows the existing water sewer, fire hydrants and manholes within the Area. There are no deficiencies that require urban renewal assistance in the Area.

Figure 3. Water and Sewer lines within Area



C. Social Conditions

According to information from the Morrow County Assessor's office, the Area contains two parcels containing 24.4 acres that have residential uses. While there is construction in the Area, most of this acreage is not yet occupied. Since there are such limited residents in the Area, the following demographics are presented for the City of Boardman as a whole.

- According to the US Census 2016-2020 update, there are 1,109 households with 3.4 persons per household. Boardman has a population of 3,748. Sixty-eight percent of the residents speak Spanish at home.
- The largest Boardman racial/ethnic groups are Hispanic (66.9%) followed by White (29.4%) and Black (1.4%).
- In 2021, the median household income of Boardman households was \$61,442. However, 16.8% of Boardman families live in poverty.
- The median age for Boardman residents is 28.9 years young.

D. Economic Conditions

1. Taxable Value of Property within the Area

The estimated total assessed value of the Area calculated with data from the Morrow County Department of Assessment and Taxation for FYE 2023 including all real, personal, manufactured, and utility properties, is estimated to be \$5,129,862.

2. Building to Land Value Ratio

Table 18 shows the improvement to land ratios (I:L) for properties within the Area. In the Area, 64 tax lots representing 77.89% of the acreage have I:L ratios less than 1.0. In other words, the improvements on these properties are worth less than the land they sit on. Over 67% of the parcels are shown as vacant, with no improvements on the properties. A reasonable I:L ratio for properties in the Area is 2.0. Only 10 of the 57 tax lots in the Area, totaling 11.20% of the acreage have I:L ratios of 2.0 or more. In summary, the area is underdeveloped and not contributing significantly to the tax base in Boardman.

Table 18. Improvement to Land Ratios in the Area

Improvement to Land Ratio	Tax Lots	Acres	Percent of Acres
No Improvement Value	57	98.47	67.65%
0.01-0.50	5	9.15	6.28%
0.51-1.00	2	5.77	3.96%
1.01-1.50	3	14.19	9.75%
1.51-2.00	2	1.67	1.15%
2.01-2.50	2	2.00	1.37%
2.51-3.00	2	1.68	1.15%
3.01-4.00	2	2.50	1.72%
> 4.00	3	10.13	6.96%
TOTAL:	78	145.55	100%

Source: Compiled by Elaine Howard Consulting with data from Tiberius Solutions received from the Morrow County Department of Assessment and Taxation (FYE 2023)

E. Impact on Municipal Services

The fiscal impact of tax increment financing on taxing Areas that levy taxes within the Area (affected taxing Areas) is described in Section IX of this Report. This subsection discusses the fiscal impacts resulting from potential increases in demand for municipal services.

The projects being considered for future use of urban renewal funding are for improving the transportation network and providing funding to help facilitate development in the Area.

It is anticipated that these improvements will catalyze development on the undeveloped parcels in the Area and improve safety for all transportation modes.

The financial impacts from tax increment collections will be countered by future economic development, and, in the future, adding increases in assessed value to the tax base for all taxing jurisdictions, including the City.

XII. REASONS FOR SELECTION OF EACH URBAN RENEWAL AREA IN THE PLAN

The reason for selecting the Area is to provide the ability to fund projects and programs necessary to cure blight within the Area. The outcome of implementing these projects is anticipated to be an increase to the economic growth in Boardman by providing infrastructure improvements to improve the safety and functioning of the transportation network in the Area, providing upgraded utility systems and the ability to provide incentives for economic development in the Area.

XIII. RELOCATION REPORT

When the Agency acquires occupied property under the Plan, residential or commercial occupants of such property shall be offered relocation assistance, as required under applicable state law. Prior to such acquisition, the Agency shall adopt rules and regulations, as necessary, for the administration of relocation assistance. The Agency will comply with all applicable state law in providing these potential benefits. At the writing of this Report, the Agency anticipates acquiring right of way in the Area.

Report Accompanying the North Urban Renewal Plan

This document remains draft until the City Council adoption of the North Urban Renewal Plan.

TALKING POINTS

DRAFT



Adopted by the City of Boardman

Date

Ordinance No. _____

City of Boardman Urban Renewal Boundary Zoning Designations

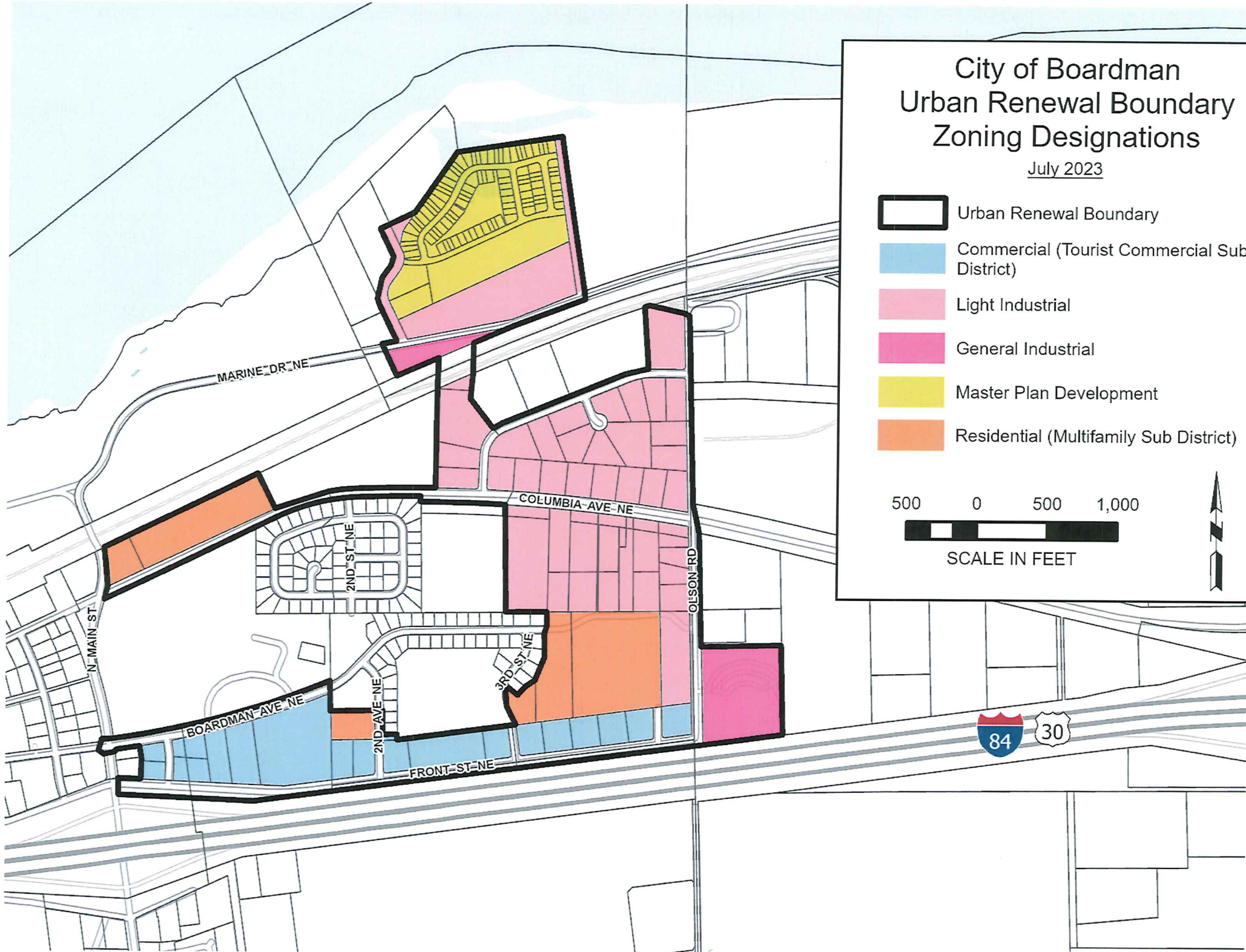
July 2023

-  Urban Renewal Boundary
-  Commercial (Tourist Commercial Sub District)
-  Light Industrial
-  General Industrial
-  Master Plan Development
-  Residential (Multifamily Sub District)

500 0 500 1,000



SCALE IN FEET



IV. THE ESTIMATED TOTAL COST OF EACH PROJECT AND THE SOURCES OF MONEYS TO PAY SUCH COSTS

Table 2 shows the costs of the projects in Fiscal Year Ending (FYE) 2023 constant dollars as provided by Anderson Perry in July of 2023.

These estimates will be refined in the annual budgeting process, acknowledging of the limiting total cost factor of the maximum indebtedness. Different allocations may be made to different line items within the Plan.

Table 2. Estimated Cost of Each Project in Constant FYE 2023 and Year of Expenditure Costs

TIF Area Projects	Constant FYE 2023 \$
Extend Boardman Avenue to Olson Street, including pavement, curb, gutter, sidewalks and lighting.	\$1,565,237
Improve NE Front Street, including pavement, curb, gutter, sidewalks and lighting.	\$2,895,170
Alley from 2 nd Avenue NE to 3 rd Street NE	\$273,424
2 nd Avenue NE to Columbia Avenue NE	\$353,934
Columbia Avenue NE to Boardman Avenue NE	\$856,398
Intersection Improvements North Main Street and Boardman Avenue.	\$1,000,000
Other traffic improvements	\$2,000,000
Economic Development Toolkit	\$2,000,000
TOTAL:	\$10,944,163

Source: Anderson Perry, City of Boardman

This financial analysis did not assume the use of long-term debt. However, the Agency may decide to incur debt to allow projects to be finished earlier in the life of the Plan. This debt may include intergovernmental loans, bank loans or other forms of loans for the Agency.

The scenario presented in this Report is only one scenario for how the Agency may decide to implement this Plan, and this scenario is financially feasible.

Table 3. Projected Incremental Assessed Value, Tax Rates, and Tax Increment Revenues

FYE	Total AV	Frozen Base AV	Increment Applied	Increment Shared	Tax Rate	Gross TIF	Adjustments	Current Year Net	Prior Year Net	Total TIF
2025	7,503,383	5,129,862	2,373,521	-	16.4893	39,138	(1,957)	37,181	-	37,181
2026	25,338,579	5,129,862	20,208,717	-	16.4893	333,228	(16,661)	316,566	558	317,124
2027	31,163,469	5,129,862	26,033,607	-	16.4893	429,276	(21,464)	407,812	4,748	412,561
2028	36,916,494	5,129,862	31,786,632	-	16.4893	524,139	(26,207)	497,932	6,117	504,050
2029	48,844,090	5,129,862	43,714,228	-	16.4893	720,817	(36,041)	684,776	7,469	692,245
2030	69,733,812	5,129,862	64,603,950	-	16.4893	1,065,274	(53,264)	1,012,010	10,272	1,022,282
2031	79,674,556	5,129,862	74,544,694	-	16.4893	1,229,190	(61,459)	1,167,730	15,180	1,182,910
2032	83,091,921	5,129,862	77,962,059	-	16.4893	1,285,540	(64,277)	1,221,263	17,516	1,238,779
2033	85,564,886	5,129,862	80,435,024	-	16.4893	1,326,317	(66,316)	1,260,001	18,319	1,278,320
2034	104,219,927	5,129,862	99,090,065	-	16.4893	1,633,926	(81,696)	1,552,230	18,900	1,571,130
2035	107,326,732	5,129,862	102,196,870	-	16.4893	1,685,155	(84,258)	1,600,897	23,283	1,624,181
2036	110,526,740	5,129,862	105,396,878	-	16.4893	1,737,921	(86,896)	1,651,025	24,013	1,675,038
2037	113,822,749	5,129,862	108,692,887	-	16.4893	1,792,270	(89,613)	1,702,656	24,765	1,727,422
2038	117,217,638	5,129,862	112,087,776	-	16.4893	1,848,249	(92,412)	1,755,837	25,540	1,781,376
2039	120,714,374	5,129,862	115,584,512	-	16.4893	1,905,908	(95,295)	1,810,612	26,338	1,836,950
2040	124,316,013	5,129,862	119,186,151	-	16.4893	1,965,296	(98,265)	1,867,031	27,159	1,894,191
2041	128,025,700	5,129,862	122,895,838	-	16.4893	2,026,466	(101,323)	1,925,143	28,005	1,953,149
2042	131,846,678	5,129,862	126,716,816	-	16.4893	2,089,472	(104,474)	1,984,998	28,877	2,013,875
2043	135,782,285	5,129,862	130,652,423	-	16.4893	2,154,367	(107,718)	2,046,649	29,775	2,076,424
2044	139,835,960	5,129,862	134,706,098	-	16.4893	2,221,209	(111,060)	2,110,149	30,700	2,140,849
TOTAL:						28,013,158	(1,400,656)	26,612,498	367,534	26,980,037

Source: Tiberius Solutions

VI. THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUES REQUIRED AND THE ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED

The maximum indebtedness is \$27,000,000 (Twenty-Seven Million). The estimated total amount of tax increment revenues required to service the maximum indebtedness of \$27,000,000 is \$26,980,037 and is from permanent rate tax levies. The difference between the total amount of tax increment revenues and maximum indebtedness is due in part to rounding, and in part to being conservative with the financial data available. If the Agency decides to accelerate projects in the future by using loans, then the interest on those loans is not calculated as part of the maximum indebtedness and may be repaid through tax increment proceeds.

Table 4 shows a summary of the financial capacity of the Area, including how total TIF revenue translates to the ability to fund urban renewal projects in constant 2023 dollars in five-year increments. Table 5, Table 6 and Table 7 show more detailed tables on the allocation of tax revenues to debt service. Table 8, Table 9 and Table 10 show potential allocations to projects and administration over time.

The Area is anticipated to complete all projects and have sufficient tax increment finance revenue to terminate the Area in FYE 2044, a 20-year time frame for taking division of tax revenues. If growth in assessed value is slower than projected, the Agency may not be able to complete all projects in the Plan in this timeframe and would therefore continue taking division of tax proceeds until the Agency reaches the maximum indebtedness. If growth in assessed value is more robust than the projections, it may take a shorter period. These assumptions show one scenario for financing and that this scenario is financially feasible.

Table 4. TIF Capacity of the Area in FYE 2023 Constant Rounded Numbers

Net TIF	\$27,000,000
Maximum Indebtedness	\$27,000,000
Capacity (2023\$)	\$11,000,000
Years 1-5	\$1,400,000
Years 6-10	\$3,400,000
Years 11-15	\$3,400,000
Years 16-20	\$2,800,000

Source: Tiberius Solutions

Table 5. Tax Increment Revenues and Allocations to Debt Service, Through FYE 2031

	Total	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030	FYE 2031
Resources								
Beginning Balance		-	-	-	-	-	-	-
TIF: Current Year	26,612,499	37,181	316,566	407,812	497,932	684,776	1,012,010	1,167,730
TIF: Prior Years	367,535	-	558	4,748	6,117	7,469	10,272	15,180
Total Resources	26,980,034	37,181	317,124	412,561	504,050	692,245	1,022,282	1,182,910
Transfer to URA Projects Fund	(26,980,034)	(37,181)	(317,124)	(412,561)	(504,050)	(692,245)	(1,022,282)	(1,182,910)
Total Expenditures	(26,980,034)	(37,181)	(317,124)	(412,561)	(504,050)	(692,245)	(1,022,282)	(1,182,910)
Ending Balance		-	-	-	-	-	-	-

Source: Tiberius Solutions

Table 6. Tax Increment Revenues and Allocations to Debt Service, Through FYE 2039

	FYE 2032	FYE 2033	FYE 2034	FYE 2035	FYE 2036	FYE 2037	FYE 2038	FYE 2039
Resources								
Beginning Balance	-	-	-	-	-	-	-	-
TIF: Current Year	1,221,263	1,260,001	1,552,230	1,600,897	1,651,025	1,702,656	1,755,837	1,810,612
TIF: Prior Years	17,516	18,319	18,900	23,283	24,013	24,765	25,540	26,338
Total Resources	1,238,779	1,278,320	1,571,130	1,624,181	1,675,038	1,727,422	1,781,376	1,836,950
Transfer to URA Projects Fund	(1,238,779)	(1,278,320)	(1,571,130)	(1,624,181)	(1,675,038)	(1,727,422)	(1,781,376)	(1,836,950)
Total Expenditures	(1,238,779)	(1,278,320)	(1,571,130)	(1,624,181)	(1,675,038)	(1,727,422)	(1,781,376)	(1,836,950)
Ending Balance	-	-	-	-	-	-	-	-

Source: Tiberius Solutions

Table 7. Tax Increment Revenues and Allocations to Debt Service, Through FYE 2044

	FYE 2040	FYE 2041	FYE 2042	FYE 2043	FYE 2044
Resources					
Beginning Balance	-	-	-	-	-
TIF: Current Year	1,867,031	1,925,143	1,984,998	2,046,649	2,110,149
TIF: Prior Years	27,159	28,005	28,877	29,775	30,700
Total Resources	1,894,191	1,953,149	2,013,875	2,076,424	2,140,849
Transfer to URA Projects Fund	(1,894,191)	(1,953,149)	(2,013,875)	(2,076,424)	(2,140,849)
Total Expenditures	(1,894,191)	(1,953,149)	(2,013,875)	(2,076,424)	(2,140,849)
Ending Balance	-	-	-	-	-

Source: Tiberius Solutions

Table 8. Programs and Costs in Year of Expenditure Dollars, Through FYE 2031

	Total	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030	FYE 2031
Resources								
Beginning Balance		-	-	-	-	-	-	-
Transfer from TIF Fund	26,980,034	37,181	317,124	412,561	504,050	692,245	1,022,282	1,182,910
Total Resources	26,980,034	37,181	317,124	412,561	504,050	692,245	1,022,282	1,182,910
Expenditures (YOE \$)								
Other Projects	(26,980,034)	(37,181)	(317,124)	(412,561)	(504,050)	(692,245)	(1,022,282)	(1,182,910)
Total Expenditures	(26,980,034)	(37,181)	(317,124)	(412,561)	(504,050)	(692,245)	(1,022,282)	(1,182,910)
Ending Balance		-	-	-	-	-	-	-

Source: Tiberius Solutions

Table 9. Programs and Costs in Year of Expenditure Dollars, Through FYE 2039

	FYE 2032	FYE 2033	FYE 2034	FYE 2035	FYE 2036	FYE 2037	FYE 2038	FYE 2039
Resources								
Beginning Balance	-	-	-	-	-	-	-	-
Transfer from TIF Fund	1,238,779	1,278,320	1,571,130	1,624,181	1,675,038	1,727,422	1,781,376	1,836,950
Total Resources	1,238,779	1,278,320	1,571,130	1,624,181	1,675,038	1,727,422	1,781,376	1,836,950
Expenditures (YOE \$)								
Other Projects	(1,238,779)	(1,278,320)	(1,571,130)	(1,624,181)	(1,675,038)	(1,727,422)	(1,781,376)	(1,836,950)
Total Expenditures	(1,238,779)	(1,278,320)	(1,571,130)	(1,624,181)	(1,675,038)	(1,727,422)	(1,781,376)	(1,836,950)
Ending Balance	-	-	-	-	-	-	-	-

Source: Tiberius Solutions

Table 10. Programs and Costs in Year of Expenditure Dollars, Through FYE 2044

	FYE 2040	FYE 2041	FYE 2042	FYE 2043	FYE 2044
Resources					
Beginning Balance	-	-	-	-	-
Transfer from TIF Fund	1,894,191	1,953,149	2,013,875	2,076,424	2,140,849
Total Resources	1,894,191	1,953,149	2,013,875	2,076,424	2,140,849
Expenditures (YOE \$)					
Other Projects	(1,894,191)	(1,953,149)	(2,013,875)	(2,076,424)	(2,140,849)
Total Expenditures	(1,894,191)	(1,953,149)	(2,013,875)	(2,076,424)	(2,140,849)
Ending Balance	-	-	-	-	-

Source: Tiberius Solution

VIII. REVENUE SHARING

Revenue sharing targets defined in ORS 457.470 are not projected to be reached as the threshold set (annual tax increment revenues in excess of 10 percent of the maximum indebtedness) is not projected to be met during the expected life of the Plan.

Revenue sharing means that, at thresholds defined in ORS 457.470, the impacted taxing jurisdictions will receive a share of the incremental growth in the Area. The first threshold is when annual tax increment finance revenues exceed 10% of the original maximum indebtedness of the Plan (10% = \$2,700,000). At the 10% threshold, the Agency will receive the full 10% of the initial maximum indebtedness plus 25% of the increment above the 10% threshold, and the taxing jurisdictions will receive 75% of the increment above the 10% threshold.

The second threshold is set at 12.5% of the maximum indebtedness (12.5% = \$3,375,000). If this threshold is met, revenue for the Area would be capped at 12.5% of the maximum indebtedness, with all additional tax revenue being shared with affected taxing districts.

If assessed value in the Area grows more quickly than projected, the revenue sharing triggers could be reached earlier.

IX. IMPACT OF THE TAX INCREMENT FINANCING

This section describes the impact of tax increment financing of the maximum indebtedness, both until and after the indebtedness is repaid, upon all entities levying taxes upon property in the Area.

The impact of tax increment financing on overlapping taxing Areas consists of the property tax revenues foregone on permanent rate levies as applied to the growth in assessed value in the Area. These projections are for impacts estimated through FYE 2044 and are shown in Table 11 and Table 12.

The Morrow School District and the Intermountain Education Service Area are not *directly* affected by the tax increment financing, but the amounts of their taxes divided for the urban renewal plan are shown in the following tables. Under current school funding law, property tax revenues are combined with State School Fund revenues to achieve per-student funding targets. Under this system, property taxes foregone, due to the use of tax increment financing, are substantially replaced with State School Fund revenues, as determined by a funding formula at the state level.

Table 11 and Table 12 show the projected impacts to permanent rate levies of taxing Areas as a result of this Plan. Table 11 shows the general government levies, and Table 12 shows the education levies.

Table 11. Projected Impact on Taxing Area Permanent Rate Levies - General Government

FYE	Morrow County	Umatilla-Morrow Radio District	Health District	Port of Morrow	City of Boardman	Boardman Fire Protection District	Boardman Cemetery	Boardman Park	Unified Rec District	Vector Control	Oregon Trail Library	Subtotal
2025	(9,323)	(383)	(1,364)	(190)	(9,496)	(1,683)	(64)	(674)	(1,028)	(428)	(572)	(25,206)
2026	(79,519)	(3,269)	(11,635)	(1,617)	(80,994)	(14,355)	(546)	(5,748)	(8,770)	(3,652)	(4,877)	(214,984)
2027	(103,450)	(4,253)	(15,137)	(2,104)	(105,369)	(18,675)	(711)	(7,478)	(11,409)	(4,751)	(6,345)	(279,682)
2028	(126,391)	(5,197)	(18,494)	(2,571)	(128,735)	(22,816)	(868)	(9,137)	(13,939)	(5,805)	(7,752)	(341,704)
2029	(173,581)	(7,137)	(25,399)	(3,531)	(176,801)	(31,335)	(1,192)	(12,548)	(19,144)	(7,972)	(10,647)	(469,286)
2030	(256,338)	(10,539)	(37,508)	(5,214)	(261,093)	(46,274)	(1,761)	(18,531)	(28,270)	(11,773)	(15,722)	(693,024)
2031	(296,615)	(12,195)	(43,402)	(6,033)	(302,118)	(53,545)	(2,037)	(21,443)	(32,713)	(13,623)	(18,193)	(801,917)
2032	(310,624)	(12,771)	(45,451)	(6,318)	(316,387)	(56,074)	(2,134)	(22,455)	(34,258)	(14,266)	(19,052)	(839,791)
2033	(320,539)	(13,179)	(46,902)	(6,520)	(326,486)	(57,864)	(2,202)	(23,172)	(35,351)	(14,722)	(19,660)	(866,597)
2034	(393,962)	(16,198)	(57,645)	(8,013)	(401,270)	(71,118)	(2,706)	(28,480)	(43,448)	(18,094)	(24,163)	(1,065,098)
2035	(407,264)	(16,745)	(59,592)	(8,284)	(414,819)	(73,520)	(2,797)	(29,441)	(44,916)	(18,705)	(24,979)	(1,101,062)
2036	(420,017)	(17,269)	(61,458)	(8,543)	(427,808)	(75,822)	(2,885)	(30,363)	(46,322)	(19,291)	(25,762)	(1,135,539)
2037	(433,152)	(17,809)	(63,380)	(8,810)	(441,187)	(78,193)	(2,975)	(31,313)	(47,771)	(19,894)	(26,567)	(1,171,051)
2038	(446,681)	(18,365)	(65,360)	(9,086)	(454,967)	(80,635)	(3,068)	(32,291)	(49,263)	(20,515)	(27,397)	(1,207,628)
2039	(460,616)	(18,938)	(67,399)	(9,369)	(469,161)	(83,151)	(3,164)	(33,298)	(50,800)	(21,155)	(28,252)	(1,245,302)
2040	(474,969)	(19,529)	(69,499)	(9,661)	(483,780)	(85,742)	(3,262)	(34,336)	(52,383)	(21,815)	(29,132)	(1,284,107)
2041	(489,753)	(20,136)	(71,662)	(9,962)	(498,838)	(88,411)	(3,364)	(35,405)	(54,013)	(22,494)	(30,039)	(1,324,075)
2042	(504,980)	(20,762)	(73,890)	(10,271)	(514,348)	(91,160)	(3,469)	(36,505)	(55,692)	(23,193)	(30,973)	(1,365,243)
2043	(520,664)	(21,407)	(76,185)	(10,590)	(530,323)	(93,991)	(3,576)	(37,639)	(57,422)	(23,913)	(31,935)	(1,407,646)
2044	(536,819)	(22,072)	(78,549)	(10,919)	(546,777)	(96,907)	(3,687)	(38,807)	(59,204)	(24,655)	(32,926)	(1,451,321)
TOTAL:	(6,765,257)	(278,153)	(989,911)	(137,606)	(6,890,757)	(1,221,271)	(46,468)	(489,064)	(746,116)	(310,716)	(414,945)	(18,290,263)

Source: Tiberius Solutions

Table 12. Projected Impact on Taxing Area Permanent Rate Levies – Education

FYE	Morrow School	Intermountain ESD	BMCC	Subtotal	Total
2025	(9,097)	(1,388)	(1,491)	(11,975)	(37,181)
2026	(77,586)	(11,839)	(12,714)	(102,140)	(317,124)
2027	(100,935)	(15,402)	(16,541)	(132,878)	(412,561)
2028	(123,319)	(18,818)	(20,209)	(162,345)	(504,050)
2029	(169,362)	(25,844)	(27,754)	(222,959)	(692,245)
2030	(250,107)	(38,165)	(40,986)	(329,258)	(1,022,282)
2031	(289,406)	(44,162)	(47,426)	(380,994)	(1,182,910)
2032	(303,074)	(46,248)	(49,666)	(398,988)	(1,238,779)
2033	(312,748)	(47,724)	(51,251)	(411,723)	(1,278,320)
2034	(384,386)	(58,655)	(62,991)	(506,032)	(1,571,130)
2035	(397,365)	(60,636)	(65,118)	(523,119)	(1,624,181)
2036	(409,808)	(62,535)	(67,157)	(539,499)	(1,675,038)
2037	(422,623)	(64,490)	(69,257)	(556,371)	(1,727,422)
2038	(435,824)	(66,505)	(71,420)	(573,749)	(1,781,376)
2039	(449,420)	(68,579)	(73,648)	(591,648)	(1,836,950)
2040	(463,424)	(70,716)	(75,943)	(610,084)	(1,894,191)
2041	(477,849)	(72,917)	(78,307)	(629,073)	(1,953,149)
2042	(492,706)	(75,185)	(80,742)	(648,632)	(2,013,875)
2043	(508,009)	(77,520)	(83,249)	(668,778)	(2,076,424)
2044	(523,771)	(79,925)	(85,832)	(689,528)	(2,140,849)
TOTAL:	(6,600,819)	(1,007,253)	(1,081,702)	(8,689,773)	(26,980,037)

Source: Tiberius Solutions Please refer to the explanation of the schools funding in the preceding section

Table 13 shows the projected increased revenue to the taxing jurisdictions after tax increment proceeds are projected to be terminated in FYE 2045.

The Frozen Base is the assessed value of the Area established by the County Assessor at the time the Area is established. Excess Value is the increased assessed value in the Area above the Frozen Base.

Table 13. Additional Revenues Obtained after Termination of TIF - FYE 2045

Taxing District	Type	Tax Rate	From Frozen Base	From Excess Value	Total
General Government					
Morrow County	Permanent	4.1347	21,210	574,233	595,443
Umatilla-Morrow Radio District	Permanent	0.1700	872	23,610	24,482
Health District	Permanent	0.6050	3,104	84,023	87,127
Port of Morrow	Permanent	0.0841	431	11,680	12,111
City of Boardman	Permanent	4.2114	21,604	584,885	606,489
Boardman Fire Protection District	Permanent	0.7464	3,829	103,661	107,490
Boardman Cemetery	Permanent	0.0284	146	3,944	4,090
Boardman Park	Permanent	0.2989	1,533	41,512	43,045
Unified Rec District	Permanent	0.4560	2,339	63,330	65,669
Vector Control	Permanent	0.1899	974	26,374	27,348
Oregon Trail Library	Permanent	0.2536	1,301	35,220	36,521
Subtotal	Gen. Govt.	10.9248	56,042	1,517,252	1,573,294
Education					
Morrow School	Permanent	4.0342	20,695	560,275	580,970
Intermountain ESD	Permanent	0.6156	3,158	85,495	88,653
BMCC	Permanent	0.6611	3,391	91,814	95,205
Subtotal	Education	5.3109	27,244	737,584	764,828
TOTAL:		16.2357	83,286	2,254,836	2,338,122

Source: Tiberius Solutions



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Mike Gorman
Department: Assessment & Tax
Short Title of Agenda Item:
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date: 8/2/2023

Property Tax Refund for Justin Dale and Erin Jean Reed

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Mike Gorman 7/31/2023 Department Director Required for all BOC meetings
County Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Property Tax Refund for the 2019-2022 property tax years, due to a clerical error where the wrong dimensions were entered on a new home in 2019 and were carried forward until we caught the error recently. Property tax refunds come out of the unsegregated tax account and are shared by all districts.

2. FISCAL IMPACT:

3. SUGGESTED ACTION(S)/MOTION(S):

Sign refund

Attach additional background documentation as needed.

**APPLICATION FOR REFUND
MORROW COUNTY, OREGON**

**No. 23-12
Tax Year 2022-23
Acct. # 2**

Property Owner & Refund to :

JUSTIN DALE & ERIN JEAN REED
PO BOX 504
HEPPNER, OR 97836-0504

Tax Payer:

CORELOGIC & NATIONSTAR MORTGAGE LLC, DBA MR. COOPER

Receipt # 259353, 265086, 269114 & 274225

Date paid 11/5/2019, 11/13/2020, 11/8/2021 & 11/10/2022 Int. date 9/15/2023

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund
3,927.99	3,927.99	-117.84	3,810.15	2,370.33	-71.11	2,299.22	1,557.66	-46.73	1,510.93	695.03	2,205.96
4,155.73	4,155.73	-124.67	4,031.06	2,501.28	-75.04	2,426.24	1,654.45	-49.63	1,604.82	545.64	2,150.46
4,300.96	4,300.96	-129.03	4,171.93	2,578.66	-77.36	2,501.30	1,722.30	-51.67	1,670.63	367.54	2,038.17
4,939.47	4,939.47	-148.18	4,791.29	2,967.09	-89.01	2,878.08	1,972.38	-59.17	1,913.21	191.32	2,104.53

2019-20
2020-21
2021-22
2022-23

Reason: Clerical Error

Total: 8,499.12

Approved: _____ 2023

Commissioner

699-699-5-20-5480

Michael Gorman, Tax Collector

Commissioner

Date _____

Commissioner

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Paid Leave Oregon is a state benefit program that will be commencing on September 3, 2023. This policy is a reflection of how the County will respond administratively.

Please see attached recommended policy.

2. FISCAL IMPACT:

N/A

3. SUGGESTED ACTION(S)/MOTION(S):

Suggested motion to approve the recommended Paid Leave Oregon Policy.

Attach additional background documentation as needed.



Morrow County Paid Leave Oregon Policy

Effective September 3, 2023

Paid Leave Oregon

Poster

A poster with Paid Leave Oregon (PLO) information, including information about how to apply for benefits is in the Shared Drive and should be cross-referenced while reviewing this policy. The poster is also available in the main employee areas of each building.

Reasons for Leave and Leave Length

PLO is a state-run program that allows eligible employees to take up to 12-weeks of paid time off per benefit year, for the following reasons:

- *Family leave* – for an employee to care for a family member with a serious illness or injury, or to bond with a new child after birth, adoption, or foster care placement.
- *Medical leave* – for an employee experiencing their own serious health condition or disability due to pregnancy.
- *Safe leave* – for an employee or eligible child dependent experiencing issues related to sexual assault, domestic violence, harassment, or stalking.

The PLO program also allows employee to take an additional two (2) weeks of paid leave for pregnancy, childbirth, or related medical conditions.

An additional four (4) weeks of unpaid leave is also allowed for other OFLA protected reasons.

Notification Requirements

Although the plan is administered by Paid Leave Oregon, Morrow County requires employees to notify Morrow County when they have applied for PLO leave.

Foreseeable Leave: If the need for PLO leave is foreseeable or planned, the employee is required to provide Morrow County at least 30 days' written notice before paid leave is to begin (see notice requirements below). Written notice should be submitting using the Employee Leave Request Form.

Unforeseeable: If the need for PLO leave is unforeseeable or unplanned, an employee is required to provide oral notice to Morrow County within 24 hours of the start of the leave, and the employee must also provide written notice within three (3) days after the start of the leave. Written notice should be submitted using the Employee Leave Request Form.

Written notice must include the employee's first and last name, type of leave, explanation of the need for leave, and anticipated timing and duration of leave. Timing and duration of leave should include the employee's plan for taking leave on an intermittent basis or in one block of time.

If the employee's dates of scheduled leave change, are extended by PLO, or if the reason for leave becomes known and/or, if circumstances change during the leave and the leave period differs from the original request, the employee must notify the Human Resource Director within three business days, or as soon as possible.

Regardless of the reason for leave, or whether the need for leave is foreseeable, employees are expected to comply with Morrow County's normal call-in procedures.

Under Oregon law, an employee who fails to follow these notification requirements may receive reduced PLO benefits; specifically, the first weekly benefit amount will be reduced by 25 percent (the penalty calculated for leaves that are taken in increments of less than a full work week differs). See OAR 471-070-1310(9) and (10).

Concurrent use of FMLA/OFLA Leave

As allowed by law:

If an employee's PLO leave is also eligible for protected leave under the Oregon Family Leave Act (OFLA) and/or the Family Medical Leave Act (FMLA), OFLA and/or FMLA leave must be taken concurrently with PLO leave.

Employees must provide sufficient information for Morrow County to determine if the leave qualifies for FMLA and/or OFLA protection. Employees who have requested or have been approved for PLO leave are required to complete a FMLA/OFLA Leave Request Form and return it to Human Resource Director.

If an employee is eligible for OFLA and/or FMLA leave due to a "serious health condition" or has a family member with a "serious health condition", employees must furnish Morrow County's medical certification information as required by Morrow County's FMLA and/or OFLA policy.

Please refer to Morrow County's FMLA/OFLA policies for more information about submitting a FMLA/OFLA Leave Request Form, and/or medical certification. Morrow County's FMLA/OFLA policies start under *Section IV. Time Off and Leaves of Absences.*

Accrued Leave and Holiday Pay While on Leave

Employees on PLO leave will accrue sick, vacation, or other employer-provided leave on County-hours paid. Employee will receive holiday pay in accordance with Morrow County's Holiday Pay policy.

Benefits While on Leave

If an employee is on a state approved PLO leave, Morrow County will continue the employee's medical, vision, dental, life, disability, and all eligible voluntary coverage, on the same terms as if the employee had continued to work. An employee wishing to maintain coverage when on a state approved PLO leave, is responsible for paying his/her share of premiums, the same as when premiums were paid by the employee, prior to the PLO leave.

Medical Certification Prior to Returning to Work

If an employee takes more than three consecutive scheduled workdays for their own serious health condition, and the leave is used concurrently with FMLA and/or OFLA, the employee may be required to furnish, prior to returning to work, medical certification from his/her health care provider stating that the employee is able to resume work.

Job Protection (ORS 657.060)

Employees who have worked for Morrow County for more than 90 consecutive calendar days prior to taking PLO leave will be reinstated to their former position, if the position still exists. If the position has been eliminated, the employee will be reassigned to an available equivalent position for which the employee is qualified with equivalent employment benefits, pay and other terms and conditions of employment.

Reinstatement is not guaranteed if the position has been eliminated under circumstances where the law does not require reinstatement.

Employees are expected to promptly return to work when the circumstances requiring PLO leave have been resolved. If an employee does not return to work at the end of a PLO leave, reinstatement may not be available unless the law requires otherwise.

Employees who work for other employers while taking PLO leave may be subject to discipline up to and including termination. Additionally, all employees who use PLO leave for reasons other than the reason for which leave had been granted may be subject to discipline up to and including termination.

Use of Accrued Leave to Supplement Paid Leave Oregon Benefit

Paid Leave Oregon benefits will not provide the majority of employees with 100% of their gross regular wages, so employees receiving PLO benefits, may choose to supplement their PLO benefits with other available paid leave such as accrued paid leave [sick, vacation, comp time, float, admin leave, etc.] up to 100% of the employee's regular gross wage. When PLO Benefits and supplemental employer compensation are added together, the amount paid cannot exceed the employee's regular gross bi-weekly wage.

To request use of employer compensation, employees are required to complete, sign, and then submit, a Supplemental Compensation Request Form, along with their PLO Benefit Determination Letter, no later than the last date and time the Morrow County requires employees' regular payroll submissions to be submitted. Failure to complete, sign, and return the Supplemental Leave

Authorization Form to Human Resource Director in a timely manner may result in the employee not being allowed to use employer compensation to supplement PLO benefits.

Complaint Procedure

Morrow County prohibits discrimination and harassment against an employee who takes protected paid leave. Conduct that violates the Morrow County's no-harassment and no-discrimination policies will not be tolerated and may subject an employee to discipline, up to and including termination. See the No-Harassment Policy in the employee handbook.

Employees who have experienced discrimination or harassment, or have witnessed such behavior, should bring the matter to the attention of a supervisor or member of management as soon as possible.

Who to contact for more information

For more information about Morrow County's Paid Leave Oregon policy, contact the Human Resource Director.

For more information about the state's Paid Leave Oregon program, employees need to contact Paid Leave Oregon directly. Employee information and Paid Leave Oregon contact information is available at the following website:

[Paid Leave Oregon: Employees: Employees: State of Oregon](#)



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Robin Canaday and Joe Fiumara(Umatilla Co) Date submitted to reviewers: 8/11/2023
Department: Public Health Requested Agenda Date: 8/16/2023
Short Title of Agenda Item: Update from Umatilla County on Environmental Health Statistics in Morrow County, and proposed
(No acronyms please) increase in contract amount.

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Umatilla County Health Department
Contractor/Entity Address: 180 NE 2nd St. Hermiston, OR 97838
Effective Dates - From: 6/30/2023 Through: 6/30/2029
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Robin Canaday 8/11/2023 Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Attached for your signature is the First Amendment to Intergovernmental Agreement (IGA) 170703 between Morrow County Environmental Health and the State of Oregon, acting by and through its Oregon Health Authority (OHA), Center for Health Protection, and its Environmental Public Health section.

Morrow County Currently Contracts with Umatilla County for Environmental Health Services.

Environmental Health Yearly update from Umatilla County

Umatilla County Ask for increase in Stipend Paid by Morrow County from \$15,840.00 per year to \$28,840.00 (a \$13,000 increase)

2. FISCAL IMPACT:

\$13,00.00 increase in yearly Stipend paid to Umatilla County for Environmental Health Services

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to approve increase in Stipend

Attach additional background documentation as needed.

INTERGOVERNMENTAL AGREEMENT
UMATILLA COUNTY and MORROW COUNTY
Environmental Health Program

WHEREAS, the State of Oregon, pursuant to ORS 624.510, delegated authority to Morrow County to administer and to enforce within Morrow County the powers, duties and functions of the State of Oregon Director of Human Services for an environmental health program established under ORS Chapter 624;

WHEREAS, Umatilla County also was delegated authority for administration and enforcement of an environmental health program within Umatilla County, and has established such program within Umatilla County;

WHEREAS a county may enter into any contracts the county deems necessary to accomplish the work required for an environmental health program;

WHEREAS ORS 190.010 authorizes Umatilla County and Morrow County to enter into an agreement for cooperative performance of any function or activity that a party to the cooperative agreement has authority to perform.

NOW THEREFORE, the Counties agree to the following regarding an environmental health program within Morrow County:

1. Umatilla County will provide for the administration of an environmental health program within Morrow County, under the terms and the conditions of this Intergovernmental Agreement.
2. As required by the Intergovernmental Agreement for the Public Health Foodborne Illness Program ("Agreement") between Morrow County and the State of Oregon:
 - A. Umatilla County shall comply with all applicable provisions of that certain Agreement.
 - B. Umatilla County shall comply with all applicable federal, state and local laws, administrative rules, ordinances, and regulations.
 - C. Umatilla County shall make available to the State or to any Client, any and all written materials in alternate formats in compliance with DHS's policies or administrative rules. For the purposes of the foregoing, "written materials" includes, without limitation, all work product and subcontracts related to the Agreement.
 - D. To the extent permitted by applicable law (including the Oregon Constitution and the Oregon Tort Claims Act), Umatilla County shall defend, save and hold harmless the State of Oregon, DHS, Agency, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of Umatilla County, including but not limited to the activities of Umatilla County or its officers, employees, subcontractors or agents under this IGA or the Agreement.

- E. Umatilla County shall obtain, at its expense, and maintain in effect with respect to all occurrences taking place during the term of the Agreement, automobile liability insurance with a combined single limit per occurrence of not less than \$500,000.
- F. Umatilla County shall obtain, at its expense, and maintain in effect with respect to all occurrences taking place during the term of the Agreement, comprehensive or commercial general liability insurance covering bodily injury and property damage. This insurance shall include personal injury coverage and contractual liability coverage for the indemnity provided under this IGA. The combined single limit per occurrence shall not be less than \$500,000 or the equivalent. Each annual aggregate limit shall not be less than \$500,000 when applicable.
- G. All employers, including Umatilla County, that employ subject workers who work under the Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Umatilla County shall ensure that each of its subcontractors complies with these requirements.
- H. Umatilla County shall name the State of Oregon, DHS, Agency, and their divisions, officers, and employees as additional insureds on any insurance policies required herein with respect to Umatilla County's activities being performed under the Agreement. Such insurance shall be evidenced by a certificate of insurance, issued by an insurance company licensed to do business in the State of Oregon and shall contain a 30-day notice of cancellation endorsement. Umatilla County shall forward a copy of the certificate(s) of insurance to Morrow County prior to commencement of the services under the Agreement. In addition, in the event of unilateral cancellation or restriction by Umatilla County's insurance company of any insurance coverage required herein, Umatilla County shall immediately notify the State of Oregon orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to Umatilla County.

3. Morrow County authorizes under the Agreement, Oregon statutes and rules, and Morrow County Ordinances and regulations, for Umatilla County to administer the environmental health program within Morrow County.

4. Umatilla County will conduct the environmental health program within Morrow County as required and under the conditions set out in the Agreement with the State of Oregon, and provide the staff, materials and equipment necessary to perform the environmental health services.

As part of the program, Umatilla County will do and provide the following on behalf of Morrow County:

- Facilitate and manage the collection of licensing fees and the distribution of licenses on behalf of Morrow County in accordance with OAR 333-012-0053 for the Food, Pool, and Lodging program.
- Pay remittance fees to Oregon Health Authority on behalf of Morrow County in accordance with OAR 333-012-0057.

- Complete all inspections for licensed facilities according to Oregon Health Authority guidance and OAR 333-012-0055.
- Complete inspections for non-licensed facilities upon request, following Oregon Health Authority guidance and best practice procedures.
- Maintain staffing and training to meet ORS 700 and OAR 333-012-0060.
- Maintain all records relating to work performed on behalf of Morrow County in accordance with Oregon Health Authority Guidance and OAR 333-012-0063.
- Receive complaints from the general public regarding general environmental health. Complaints may receive direct follow up or be passed on to appropriate agencies for follow up.
- Provide updates upon request regarding status of the environmental health program to Morrow County Public Health Staff.
- Provide annual update to Morrow County on all activities conducted on behalf of Morrow County, to include fiscal report.
- Provide guidance and recommendations to Morrow County for Morrow County Ordinance updates required to administer the program.

When providing the services for the program, Umatilla County will NOT

- Conduct inspections or oversight on Public Water Systems, or Oregon Very Small water systems.
- Perform governance activities on behalf of Morrow County.
- Conduct enforcement actions on behalf of Morrow County.

5. Morrow County will do and provide the following as part of the environmental health program within the county:

- Maintain governance activities.
- Pass and maintain local ordinances as required to utilize all administrative and legal means to enforce applicable statutes and rules, in accordance with ORS 183 and OAR 333-012-0067.
- Pass and maintain a local fee ordinance to match Umatilla County Fee ordinance and in accordance with OAR 333-012-0053.
- Conduct enforcement actions as necessary and when information is referred by Umatilla County.

6. Morrow County agrees to pay to Umatilla County, on an annual basis, the sum of \$28,840 for the environmental health program.

7. Each party agrees to be responsible for its own employees, and shall to the extent permitted by applicable law (including the Oregon Constitution and the Oregon Tort Claims Act), defend, save and hold harmless the other party and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the actions of its employees under this IGA.

8. This understanding may be terminated by either party at any time on 90 days written notice to the other party.

SIGNED AND AGREED TO BY:

MORROW COUNTY
through its Board of Commissioners

David Sykes, Chair

Jeff Wenholz, Commissioner

Roy Drago, Jr., Commissioner

Date: _____

UMATILLA COUNTY
through its Board of Commissioners

Daniel N. Dorran, Chair

John M. Shafer, Commissioner

Celinda A. Timmons, Commissioner

Date: _____

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.



Agreement #170703

**FIRST AMENDMENT TO OREGON HEALTH AUTHORITY
INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL HEALTH SERVICES**

This First Amendment to Oregon Health Authority Intergovernmental Agreement for the Environmental Health Services, effective July 1, 2021, is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Morrow County, (“LPHA”), each a “Party” and together, the “Parties.”

AMENDMENT

1. This Amendment is effective on June 30, 2023, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Section 3 “Effective Date” is hereby amended to change the expiration date from June 30, 2023 to June 30, 2029.
 - b. Section 8.2 is hereby amended as follows; deleted language is struck through and new language is bold and underlined:
 - 8.2 Not later than thirty (30) days following receipt of an invoice from OHA, remit the following licensing fees to OHA:
 - For the Tourist Facility program, fifteen percent (15%) of the state licensing fee or fifteen percent (15 %) of the county licensing fee, whichever is less, collected by county that quarter, in accordance with ORS 446.425.
 - **For the fiscal biennium beginning July 1, 2021 and ending June 30, 2023** for the Pool/Spa program, in the amount of \$45 for each license issued by the LPHA in that quarter under ORS 448.035 or such other amount agreed upon by the parties;
 - **For the fiscal biennium beginning July 1, 2023 and ending June 30, 2029 for the Pool/Spa program, in the amount of \$90 for each license issued by the LPHA in that quarter under ORS 448.035 or such other amount agreed upon by the parties;**
 - For the restaurant, bed and breakfast facility, commissary, mobile unit and warehouse licensing programs, a predetermined percentage of licensing revenue. For each biennium, this amount is determined by dividing OHA’s food program costs by the total projected statewide licensing revenue. Statewide revenue is calculated using marker fees set forth in ORS 624.490.
 - (Biennial cost of FIPP / Total projected licensing revenue for the biennium for all LPHAs
= Remittance Factor (Represented as a percentage.)) FIPP’s biennial budget includes all program costs (i.e., staffing, fringe, travel, supplies, indirect costs, and statewide licensing software application). For the final invoice of a given fiscal year, LPHA may request an invoice in advance of the actual due date and pay the required licensing fees in advance.

- For the fiscal biennium beginning July 1, 2021 and ending June 30, 2023, the remittance factor is 12.81% of licensing revenue, based on licensing fees in statute. (Biennial cost of FIPP (\$2,328,526)/Total projected statewide licensing revenue for the biennium (\$18,179,220) =12.81%.)
- **For the fiscal bienniums beginning July 1, 2023 and ending June 30, 2029, the remittance factor is 12.22% of licensing revenue, based on licensing fees in statute. (Biennial cost of FIPP (\$1,117,728)/Total projected statewide licensing revenue for the biennium (\$9,147,698) =12.22%.)**

3. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
4. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

5. Signatures.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

Signature: _____

Name: /for/ Andre Ourso

Title: Administrator

Date: _____

MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Shannon O’Fallon, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 11, 2023, copy of email approval in Agreement file.

REVIEWED BY:

Approved by Erica Van Ess on May 5, 2023, email in Agreement file.

Approved by Gabriela Goldfarb on May 11, 2023, email in Agreement file.



Umatilla County Public Health

Environmental Health For Umatilla & Morrow

200 SE 3rd St., Pendleton, OR 97801

Office: 541-278-6394 Fax: 541-278-5433

www.ucohealth.net E-Mail - Health@umatillacounty.net



Serving Umatilla and Morrow Counties

May 8, 2023

Morrow County Health Dept.

RE: 2022 Year End Report for Morrow County

Dear Robin,

Here is a short report detailing the work conducted on behalf of Morrow County and a breakdown of the fiscal requirements of administering the program.

In 2022 we conducted **171** inspections of all types, and for all facilities. These inspections breakdown as follows:

Module	Number of Inspections	Time in Hours
Food	127	136.2
General	3	6
Hotel	8	9.47
Pool/Spa	17	18.97
School	6	3.35
RV Park	10	16.2
Org Camp	0	0
Total=	171	190.19

Of the 127 food inspections, 11 of them resulted from reinspections, complaints, preoperational inspections. Of the 14 Pool/Spa inspections, 2 of them were from reinspections or complaints.

The following list details the facilities that are licensed by UCo Health and are required to receive Annual/Semi Annual inspections on a routine basis. A 100% inspection rate is always desired for these facilities; OHA deems 90% to meet compliance with requirements.

	<u>2022 January to June</u>				<u>2022 July to December</u>			
<u>Semi-Annual Inspections</u>	# of Facilities	Number of Inspections	% Complete	Attempted	# of Facilities	Number of Inspections	% Complete	Attempted
Restaurants	26	23	88.46%		25	24	96.00%	0
Mobiles	6	5	83.33%		5	5	100.00%	0
Warehouse	1	1	100.00%		1	1	100.00%	0
Vending	1	1	100.00%		1	1	100.00%	0
RV Park	6	6	100.00%		6	6	100.00%	0
Year round pool	2	2	100.00%		2	2	100.00%	0
Year round spa	1	1	100.00%		1	1	100.00%	0
<u>Annual Inspections</u>	<u>2022 January to December</u>							
Restaurant	2	2	100.00%					
Bed & Breakfast	1	1	100.00%					
Seasonal Pool	5	4	100.00%					
Seasonal Spa	1	1	100.00%					
Mobile	2	2	100.00%					
<u>Bi-Annual Inspections</u>	<u>January 2020 to December 2022</u>							
Tourist Accommodation	8	8	100.00%					

Restaurants in the July to December cycle fell short of the 90% compliance rate. This was due to shifts in personnel at UCo Health which resulted in additional workloads on existing staff. An additional inspector was added in October to compensate and we anticipate bringing all inspection rates back in to compliance.

Revenue:

In 2019 UCo Health received the following revenue to administer to the program on behalf of Morrow County.

Facility Permit Fees	\$31,608.00
Health Dept Payment	\$15,840.00
School Payments	\$957.00
General Facility Payments	\$384.00
Total Revenue	\$48,789

Administration of the program on behalf of Morrow County has been integrated into Umatilla County costs over the years. Some of the costs are easier to determine outright; however, some of them were based on a percentage of the overall work conducted.

Expenses:

Total EH Cost	\$ 359,752.50	Jan-Jul 2022	19,684
Total Inspection FTE	2.2	Jul-Dec 2022	29,049
Hours in the year	4,576	Total Miles 2022	39,777
Holidays	211	Morrow Miles	15,900
Floating Holiday	17	Total Fleet Gas	\$ 5,725.00
Vacation	211	Vehicle Maintenance	\$ 2,015.73
Sick	211	Liability Insurance	\$ 2,000.00
Trainings/meetings	264	Cost per Mile	\$ 0.24
Admin time	902	50 MPH Travel Time (Hours)	795.54
work hours available	2760	Driving Time in Morrow (Hours)	318
Cost per Hour	\$130.35	Drive Time Costs	\$45,343.39

Total Travel Cost=	\$49,159.39
Inspection Personnel Cost=	\$24,791.27
OHA Remittance Fees=	\$2,838.40
15% of Materials & Services Cost =	\$13,348.59
County Indirect Cost =	\$4,957.57

Total Program Cost = \$95,095.22

\$359,752.50 represents the entire cost of the personnel in the EH program for UCo Health. This includes 2.2 FTE field inspectors in this program, as well as 0.6 FTE administrative support and 0.4 supervisor support. Hours performing inspections is pulled from a report that collects the data that the inspectors enter while in the field. These hours only represent the amount of time that the inspector spends inside the facility as part of the inspection. Travel time is calculated separately. In 2016, we began keeping mileage logs to separate out travel expenses between modules and between counties. To convert miles traveled to time spent driving, we assume an average speed of 50 MPH. We feel this is a close approximation to the amount of time staff spend driving. The 15% materials and services cost is a ratio developed based on the inspection hours. Approximately 15% of the hours spent during 2022 were conducting inspections in Morrow County, so 15% of the materials and costs spent on the program were represented.

We strive to be as efficient as possible, and make every attempt to combine work in similar locations to avoid additional travel and duplication of work. These expenses only reflect day to day costs of maintaining the program and are not reflective of additional costs that arise in the case of a foodborne outbreak, vehicle purchase, computer purchase, etc. That said, our costs have climbed drastically over the last couple of years, and we have expended a sizable contingency fund. To ensure that the program can continue to be fiscally sound, it will be necessary for UCo Health to raise fees on our licensed facilities. This has not been completed on most of our facilities since 2016. It is never a good time to discuss raising fees, but it is necessary to cover costs.

Please reach out to me if there is any confusion or additional questions generated by this report. I am happy to present this to the Morrow County Commissioners in person if desired.

Sincerely,

Joseph P. Fiumara, Jr., MSEH, REHS
Public Health Director

			\$ 227,342.50		\$ 259,225.27			
	Existing Fees	Number of facilities	FY23 Revenue	Fee Increase	Expected new Revenue	Percent Change	State Marker Fees	Percent Difference
0-15 Seats	\$ 568.00	52	\$ 29,536.00	\$ 636	\$ 33,080.32	12%	530	20%
16-50 Seats	\$ 638.00	74	\$ 47,212.00	\$ 702	\$ 51,933.20	10%	600	17%
51-150 Seats	\$ 730.00	93	\$ 67,890.00	\$ 820	\$ 76,260.00	12%	700	17%
150+ Seats	\$ 809.00	5	\$ 4,045.00	\$ 900	\$ 4,500.00	11%	770	17%
Not for Profit License	\$ 100.00	8	\$ 800.00	\$ 110	\$ 880.00	10%		
Limited Service Restaurant	\$ 323.00	3	\$ 969.00	\$ 375	\$ 1,125.00	16%	335	12%
Bed and Breakfast	\$ 232.00	1	\$ 232.00	\$ 255	\$ 255.20	10%	200	28%
Commissary	\$ 406.00	3	\$ 1,218.00	\$ 447	\$ 1,339.80	10%	350	28%
Warehouse	\$ 163.00	10	\$ 1,630.00	\$ 180	\$ 1,800.00	10%	180	0%
Class 1 to 3	\$ 222.00	27	\$ 5,994.00	\$ 280	\$ 7,560.00	26%	255	10%
Class 4	\$ 421.00	57	\$ 23,997.00	\$ 463	\$ 26,396.70	10%	255	82%
Benevolent facility	\$ -		\$ -	\$ -	\$ -			
Single Event, Intermittent & Seasonal	\$ 77.00	94	\$ 7,238.00	\$ 85	\$ 7,961.80	10%	75	13%
Not for Profit Intermittent & Seasonal	\$ 50.00	14	\$ 700.00	\$ 55	\$ 770.00	10%		
Not for profit - 90 day license	\$ 50.00			\$ 55		10%		
Not for profit license single event (per calendar year)	\$ 50.00			\$ 55		10%		
Not for profit license - single event (per calendar year) if qualifies as benevolent organization	\$ 34.00	50	\$ 1,700.00	\$ 34	\$ 1,700.00	0%		
Fee due in Health department 5 days prior to event:								
Single Event, Intermittent & Seasonal	\$ 132.00	30	\$ 3,960.00	\$ 145	\$ 4,356.00	10%		
Not for profit license - intermittent & Seasonal	\$ 55.00	1	\$ 55.00	\$ 61	\$ 60.50	10%		
Temporary at event (operating without a license)	\$ 264.00	0		\$ 290	\$ -	10%		
Exempt Food Administrative Processing Fee				\$ 34	\$ -			
Vending					\$ -			
1-10 units	\$ 43.00	3	\$ 129.00	\$ 90	\$ 270.00	109%	90	0%
11-20 units	\$ 85.00	1	\$ 85.00	\$ 140	\$ 140.00	65%	140	0%
21-30 units	\$ 117.00	0		\$ 200	\$ -	71%	200	0%
31-40 units	\$ 160.00	0		\$ 300	\$ -	88%	300	0%
41-50 units	\$ 196.00	0		\$ 320	\$ -	63%	320	0%
51-75 units	\$ 238.00	0		\$ 330	\$ -	39%	330	0%
76-100 units	\$ 323.00	0		\$ 390	\$ -	21%	390	0%
101-250 units	\$ 562.00	0		\$ 510	\$ -	-9%	510	0%
251-500 units	\$ 890.00	0		\$ 800	\$ -	-10%	800	0%
501-750 units	\$ 1,214.00	0		\$ 1,000	\$ -	-18%	1000	0%
751-1000 units	\$ 1,485.00	0		\$ 1,500	\$ -	1%	1500	0%
1001-1500 units	\$ 1,940.00	0		\$ 1,600	\$ -	-18%	1600	0%
1501+ units	\$ 2,429.00	0		\$ 1,700	\$ -	-30%	1700	0%

Reinspection fee - for any reinspections beyond 2 in one calendar year	141 / hour with 1 hour minimum	1	\$ 141.00	\$ 155	\$ 155.10			
	First pool/spa				Included additional 45 remittance			
Seasonal	\$ 152.00	30	\$ 4,560.00	\$ 212	\$ 6,366.00	40%		
Annual	\$ 239.00	15	\$ 3,585.00	\$ 308	\$ 4,618.50	29%		
	Additional pool/spa							
Seasonal	\$ 89.00	3	\$ 267.00	\$ 143	\$ 428.70	61%		
Annual	\$ 152.00	7	\$ 1,064.00	\$ 212	\$ 1,485.40	40%		
Reinspection fee - for any reinspections beyond 2 in one calendar year	141 / hour with 1 hour minimum	0		\$ 155	\$ -			
	Plan Review							
Full service restaurant	\$ 379.00	16	\$ 6,064.00	\$ 439	\$ 7,024.00	16%	400	10%
Limited service restaurant	\$ 110.00	1	\$ 110.00	\$ 220	\$ 220.00	100%	220	0%
Seasonal temporary restaurant	\$ 110.00	7	\$ 770.00	\$ 121	\$ 847.00	10%	100	21%
Bed and Breakfast	\$ 110.00	0		\$ 190	\$ -	73%	190	0%
Commissary	\$ 186.00	0		\$ 240	\$ -	29%	240	0%
Warehouse	\$ 76.00	1	\$ 76.00	\$ 150	\$ 150.00	97%	150	0%
	Mobile Food unit							
Class 1 to 3	\$ 110.00	5	\$ 550.00	\$ 400	\$ 2,000.00	264%	400	0%
Class 4	\$ 220.00	8	\$ 1,760.00	\$ 400	\$ 3,200.00	82%	400	0%
Benevolent facility, whose main focus is to serve food directly to indigent populations at no charge	\$ -							
Not for Profit	\$ 190.00	0		\$ 209	\$ -	10%		
School Plan Review	\$ 138.00	0		\$ 152	\$ -	10%		
	Remodeling							
Full Service Restaurant	\$ 138.00	3	\$ 414.00	\$ 225	\$ 675.00	63%	225	0%
All other food facilities	\$ 76.00	1	\$ 76.00	\$ 100	\$ 100.00	32%	100	0%
	Inspection fee for facilities licensed by other agencies							
Child Care Facilities	\$ 192.00	26	\$ 4,992.00	\$ 211	\$ 5,491.20	10%		
Head Start facilities	\$ 192.00							
	Schools					#DIV/0!		
Central Kitchen	\$ 229.00	0		\$ 252	\$ -	10%		
On-site prep kitchen	\$ 192.00	21	\$ 4,032.00	\$ 211	\$ 4,435.20	10%		
Finishing Kitchen	\$ 172.00	7	\$ 1,204.00	\$ 189	\$ 1,324.40	10%		
Satellite	\$ 76.00	1	\$ 76.00	\$ 84	\$ 83.60	10%		
	Summer education programs							

serve site	\$ 117.00							
Kitchen preparation	\$ 227.00							
Waiver food service site	\$ 192.00							
Waiver satellite site	\$ 76.00							
Correctional facilities - per hour (time includes travel and reporting)	\$ 141.00			\$ 155		10%		
Non-licensed facilities - per hour (time includes travel and reporting)	\$ 141.00	1.5	\$ 211.50	\$ 155	\$ 232.65	10%		

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

This is the second amendment to the original Intergovernmental Grant Agreement with Oregon Department of Human Services Providing reimbursement to Morrow County for water deliveries to well owners affected by high Nitrates. This amendment needing approval and Authorized signature by the County, extends the date of the agreement to June 30, 2024 and also increases the reimbursement amount from \$76,000 annually to \$196,000. This an increase in the reimbursement of water deliveries from \$7,000 to \$10,000 per month.

As we get more wells tested in the LUBGWMA it is possible that the need for water provision will increase, this amount allows for that potential increase in need.

2. FISCAL IMPACT:

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to sign amendment to agreement with the the Oregon Department of Human Services.

Attach additional background documentation as needed.



Grant Agreement Number 178249

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found on page one of the original Agreement, as amended. We accept all relay calls.

This is amendment number **02** (this "Amendment") to Grant Agreement Number **178249** (the "Agreement") between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "**ODHS**," and

**Morrow County
110 N Court St.
Heppner, OR 97836
Attention: Robin Canaday
Telephone: (541) 676-5421
E-mail address: rcanaday@co.morrow.or.us**

hereinafter referred to as "**Recipient**."

1. This Amendment shall become effective on **June 30, 2023**, provided it is (i) approved in writing by the Oregon Department of Justice, and (ii) when required, approved in writing by the Oregon Department of Administrative Services, and (iii) is signed by all parties, regardless of the date of the parties' signatures.
2. The Agreement is hereby amended as follows:
 - a. Section 1., "**Effective Date and Duration**," is amended only to change the Agreement expiration date from **June 30, 2023** to **June 30, 2024**.
 - b. Section 3., "**Grant Disbursement Generally**," is amended only to increase the maximum not-to-exceed amount payable to Recipient from **\$76,000.00** to **\$196,000.00**.
 - c. Effective as of July 1, 2023, **EXHIBIT A, Part 2, "Disbursement and Financial Reporting"**, Section 1. "**Expenditure of Grant funds**," is amended to read as follows: (language to be deleted is ~~struck through~~; language to be added is in **bold and underlined**.)

1. Expenditure of Grant Funds.

a. ODHS will reimburse Recipient up to the monthly maximum reimbursement amount defined below upon ODHS's approval of Delivery Reports, Required Backup Invoice Documentation, and invoices submitted by the Recipient to ODHS. Total reimbursements made to Recipient shall not exceed the maximum not-to-exceed amount payable to Recipient as specified in Section 3. "**Grant Disbursement Generally.**" of this Agreement.

(1) ODHS will reimburse Recipient for their actual costs of providing and distributing water to its residents, up to a maximum of ~~\$7,000.00~~ \$10,000.00 per month.

(2) Recipient shall seek prior approval from ODHS if Recipient anticipates their total expenses for providing and distributing water to its residents will exceed the monthly maximum reimbursement amount of ~~\$7,000.00~~ \$10,000.00. ODHS, at its sole discretion, may approve a monthly reimbursement that exceeds the monthly maximum reimbursement amount of ~~\$7,000.00~~ \$10,000.00.

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.

4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

a. Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;

b. The information shown in Section 5.a. "Recipient Information" of the original Agreement, as amended is Recipient's true, accurate and correct information;

c. To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

d. Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- e. Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
- f. Recipient is not subject to backup withholding because:
 - (1) Recipient is exempt from backup withholding;
 - (2) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- g. Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to ODHS is true and accurate. If this information changes, Recipient is required to provide ODHS with the new FEIN or SSN within 10 days.

--Remainder of Page Intentionally Left Blank--

5. Recipient Information. Recipient shall provide the information set forth below.
PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Fax: () _____

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein must be in effect prior to amendment execution.

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

--Remainder of Page Intentionally Left Blank--

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

6. Signatures.

Morrow County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon, acting by and through its Oregon Department of Human Services

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Benjamin Eckstein, AAG, approved via email dated 07/07/2023

Oregon Department of Justice

Date



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC:

Department: Administration

Short Title of Agenda Item:

(No acronyms please)

Lease Agreement between the County and Morrow County School District for leasing the Football Field

Date submitted to reviewers:

Requested Agenda Date: August 16, 2023

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Morrow County School District.

Contractor/Entity Address: 235 E. Stansbury, P.O. Box 100,, Heppner, OR 97836

Effective Dates - From: August 16, 2023

Through: July 31, 2028

Total Contract Amount:

Budget Line:

Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Roberta Vanderwall 8/8/2023 County Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

The lease agreement with Morrow County School District for the use of the football field expired on June 30, 2023.

I contacted Matt Combe, Superintendent and Greg Grant, Head Teacher from the School District to discuss any changes. There is no change to the agreement except for the extension of time.

Tenant shall not assign or sublease the premises without the prior written consent of the Landlord.

2. FISCAL IMPACT:

None

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to approve the Lease Agreement between the County and Morrow County School District for the Football Field

Attach additional background documentation as needed.

LEASE AGREEMENT

FOOTBALL FIELD LEASE

1.0 **Date**

The date of this lease agreement is August 16, 2023.

2.0 **Parties**

The parties to this lease are Morrow County (Landlord) and Morrow County School District (Tenant).

3.0 **Description**

Landlord leases to Tenant and Tenant leases from Landlord the following areas of the Morrow County Fairgrounds, located in Heppner:

- 3.1 **The Football Field.** The grassy field area between the south grandstands and the rodeo area, together with the north & south grandstands;
- 3.2 **Parking Area.** The parking area adjacent to Highway 74 and the main parking area within the Fairgrounds;
- 3.3 **4-H Dormitory.** The dorm shall be used during football season and preseason for games and practices as a locker room and half-time area;
- 3.4 **Sheep Barn.** The Sheep Barn shall be used only for early season baseball practice during inclement weather (parking during this activity is limited to main parking by Annex);
- 3.5 **4-H Annex.** Use of the Annex shall be limited to use of the areas during pre-game and half-time fundraising meals by School District affiliated and approved organizations. Use of 4-H Annex is also allowed for any situation where the use of the annex is needed for reunification of students and parents during or after a school emergency situation;
- 3.6 **Other.** The rodeo contestant parking lot, Fairground Loop Road, football storage (south) building, concession stand, and press box.

4.0 Term

The tenancy covered by this lease shall be for a term of five years, commencing August 16, 2023 and terminating on July 31, 2028, unless extended, terminated or modified in writing signed by both parties.

5.0 Possession

Tenant's right to possession shall begin August 16th, 2023 and shall continue for five (5) years. However, Tenant's right to possession is not exclusive. During periods when school is in session, Tenant has first right to use the football storage (south building, south grandstand, concession stand, press box and football field).

Other organizations or persons may use the grounds during this period with the approval of both Tenant and Landlord in writing. During football season and preseason, Tenant shall have the first right of use of the dormitory building before, during and after any Heppner youth football games. In addition, the Landlord has ability to supersede Tenant's normal use for emergency situations as described in Section 26.0.

During periods when school is in session, Tenant has first right to use Fairgrounds Loop Road for the limited purpose of bus staging and ingress/egress to the Rodeo contestant parking lot. Parking shall not be permitted or allowed on Fairgrounds Loop Road.

Tenant's right to use the premises during school summer break shall be limited to preseason football practice and preseason games. Such use by Tenant shall not interfere with Landlord's use of the property during Fair and Rodeo.

Use by other organizations or persons shall be approved in writing by Landlord and only on the condition that such organizations or persons demonstrate proof of responsibility for cleaning the facilities and that such organization or person assumes all liability for property damage and personal injury which may be related to such use or which occurs during such use.

6.0 Renewal

It is the intention of both parties to renegotiate this lease on a fair and equitable basis for both parties for succeeding years.

7.0 Notification of Use

Tenant shall provide a use schedule with Landlord. Tenant will add any individuals' the landlord deems necessary to the scheduling, distribution list of notifications that are automatically generated when schedules are updated (schedule changes will be communicated electronically by email).

Tenant will notify landlord of Annex use (that has not been originally scheduled) a minimum of two (2) days prior the date of use; however, if both tenant and landlord agree the two (2) day requirement may be waived. Tenant will reserve use of the field for physical education program use during the school year – during school hours. School year calendar will be posted to both Tenant and Landlord via the MCSD website upon the board adoption.

8.0 Rent

In lieu of cash rent, Tenant shall be responsible for the following:

- 8.1** Watering, mowing and fertilizing the grassy area of the football field,
- 8.2** Grooming the dirt area between the grass of the football field and the south grandstands.
- 8.3** Cleaning up the north & south grandstand area to remove dirt, litter and debris during and after Tenant's use.
- 8.4** Cleaning the dormitory after each Tenant use of the locker room area.
- 8.5** Weed control in **The Football Field** area shall be the responsibility of the Tenant.
- 8.6** Tenant shall perform routine maintenance of those structures under its use and make repairs necessitated by ordinary wear and tear and will notify Landlord of deficiencies beyond normal wear and tear.
- 8.7** Tenant shall also perform the following additional repairs and maintenance:
 - a) Routine maintenance of the sprinkler irrigation system used on the football field. This does not include replacement of part or all of the irrigation system or major repairs. If the pump needs to be replaced, the parties will work out a fair share replacement based on usage and size needed.
 - b) Perform any repairs necessitated by the negligence of Tenant, its agents and invitees, except where the loss or damage could have been covered by standard fire insurance policy with an extended coverage endorsement.
 - c) Set up properties for sporting events, such as the goal posts, bleachers, marking and lining the field for sporting events and practice sessions.
 - d) Training equipment shall be stored off-field in a place mutually agreed upon by the parties which does not interfere with the Landlord's use of the premises, except during football season and preseason.
- 8.8** Tenant shall dispose of Tenant's own garbage during the term of this lease. Tenant shall dispose of garbage also left by Tenant's guests who are using the facilities described in this lease.
- 8.9** Tenant shall obtain approval from Landlord prior to installing or placing any locks on the leased premises. Tenant shall provide to Landlord keys to any locks they install or place upon leased premises. Tenant shall maintain a list of keyholders of Landlord provided keys.

9.0 Landlord Obligations

- 9.1** Landlord shall maintain a standard fire insurance policy on the premises
- 9.2** Landlord shall repair and maintain any fencing used to establish the perimeter of the premises.

9.3 Landlord shall perform all repairs or restoration made necessary by fire or other peril which is covered by a standard fire insurance policy with extended coverage endorsements all which is caused by reason of war, earthquake, or other natural casualty.

9.4 Landlord shall supply Tenant with keys to the gates and leased buildings. When locks on leased structures are changed, new keys will be provided to Tenant as soon as practical.

9.5 Landlord shall supervise water shut-off during winter months.

10.0 Manner of Repair

Any repairs, replacements, alterations or other work performed on or around the leased premises by Landlord shall be done in such a way as to interfere as little as reasonably possible with use of the premises by Tenant. Tenant shall have no right to abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in compliance with the requirements of this section.

11.0 Utilities

Tenant shall pay for electric service during the time of its actual use of the premises by tenant, Tenant's agents, invitees and employees. If others are allowed to use the electric service during the period of this lease, electricity shall be prorated based on hours the lights are in use. Tenant shall pay only its prorated share.

12.0 Inspection of Premises

Landlord shall have the right to inspect premises at any reasonable time or times to determine the necessity of repair. If necessity for repairs is discovered during such inspection, Landlord shall make such repairs without necessity for notice by Tenant.

If Tenant becomes aware of repairs, which need to be made, Tenant shall notify Landlord and Landlord shall commence making such repairs when practical.

Landlord and Tenant shall perform at least two (2) joint maintenance inspections each year. At least one (1) School District Maintenance and one (1) Fair Maintenance representative shall be present. Deficiencies shall be noted in writing.

13.0 Alterations

The Tenant shall not make any alterations involving structural changes without the prior written consent of the Landlord. All improvements and alterations performed on the leased premises by either Landlord or Tenant shall be the property of the Landlord unless the Landlord has otherwise given its written consent.

14.0 Signs

Tenant may use appropriate free-standing signs or may attach booster posters and similar signage during sports seasons. Such signs shall be installed in such way as to cause no damage to the premises.

15.0 Insurance

Tenant shall procure and maintain public liability and property damage insurance with a responsible company with limits of not less than \$1,000,000 for injury to one person, \$5,000,000 to two or more persons in one occurrence, and \$100,000 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on the leased premises. Certificates evidencing such insurance and bearing endorsement requiring ten days written notice to landlord prior to any change or cancellation shall be furnished to landlord prior to tenant's occupancy of the property and prior to July each subsequent year of this lease. In addition, Tenant shall pay for such insurance as it wishes on its personal property located on the premises. Tenant shall not be obligated to insure any of Landlord's property.

16.0 Damage and Destruction

In the event of substantial damage or destruction to any building or fixtures located on the leased premises, Landlord may elect not to restore, rebuild or repair said premises and in that event this lease shall be terminated. It shall be the duty of the Landlord to notify Tenant within 30-days of any damage to any buildings or fixtures leased by Tenants whether it will restore, rebuild or repair such buildings. In the event Landlord elects to repair or rebuild such premises, such rebuilding or repair shall be performed with all reasonable dispatch.

17.0 Liens

Tenant shall pay as due all claims for work done on the premises which Tenant contracts to pay. Tenant shall not allow any liens to attach to the premises for any work it has contracted to perform.

18.0 Indemnification

Tenant shall indemnify, defend and hold Landlord harmless from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the leased premises. Tenant's duty to indemnify shall not apply to or prevent any claim by Tenant against Landlord for injury or damage to Tenant or Tenant's property for which Landlord may be liable.

19.0 Quiet Enjoyment

Landlord warrants that it is the owner of the leased premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the leased premises from the lawful claim of all persons during the leased term.

20.0 Assignment and Sublease

Tenant shall not assign or sublease the premises without the prior written consent of the Landlord.

21.0 Default

Time and strict performance are of the essence of this lease.

21.1 The following shall be offense of default:

- a) Failure of Tenant to comply with any term or condition, or fulfill its obligations under the lease within 30-days after written notice from Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Tenant begins correction of the default within the 30- day period and thereafter proceeds with reasonable diligence and in good faith to implement the remedy as soon as practical.
- b) Failure of Landlord to comply with any term or condition or fulfill any of its obligations under the lease within 30 days after written notice from Tenant specifying the nature of the default with reasonable particularity. If the default is of such nature that it cannot be completely remedied within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to implement the remedy as soon as possible.

21.2 In the event of default, either party may terminate the lease and shall have the rights and remedies available under Oregon law.

22.0 Surrender and Expiration

Upon expiration of the lease term or earlier termination for whatever reason, Tenant shall deliver all keys to Landlord and surrender the leased premises in substantially the same order as they were at the time of entry into this lease, excepting reasonable wear and tear, and buildings shall be broom clean.

23.0 Fixtures

All fixtures placed upon the leased premises during the lease term, shall, at Landlord's option, become the property of Landlord, unless the parties have agreed in writing otherwise at the time of placement of such fixtures. If the fixtures have been agreed to belong to Tenant, Tenants shall repair any damage caused by removal of such fixtures. The time for removal of any property or fixtures shall be termination date of this lease.

24.0 Nonwaiver

Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's' right to require strict performance of the same provision in the future or of any other provision.

25.0 Attorney's Fees

If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs, such sums as the Court may adjudge reasonable as attorney's fees.

26.0 Emergency Landlord Uses

Landlord shall have right to use the property described in Section 3.0 during lease period for emergency situations. The determination of an emergency situation shall be determined by the

Landlord. Tenant shall have the right to appeal an emergency determination by agent of Landlord directly to the Morrow County Board of Commissioners at the Board's next scheduled meeting.

Emergency use of property described in Section 3.0 shall not be considered a termination of this lease agreement. Tenant shall not be granted damages for loss of use of property during emergency period.

27.0 Notices

Any notice required or permitted under this lease shall be given when actually delivered or deposited in the United States Mail as certified mail addressed as follows:

To the Landlord: Morrow County Board of Commissioners, P.O. Box 788, Heppner, Oregon 97836

To the Tenant: Morrow County School District Superintendent, P. Box 100, Heppner, OR 97836, or to such other address as may be specified in writing by either party.

IN WITNESS WHEREOF, the parties have set their hands and do hereby agree as detailed above.

TENANT:

SIGNED _____

DATE: _____

Superintendent,
Morrow County School District

LANDLORD:

DATED: _____, 2023

MORROW COUNTY BOARD OF COMMISSIONERS, MORROW COUNTY, OREGON

David Sykes, Chair

Jeff Wenholz, Commissioner

Roy Drago, Jr., Commissioner



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Date submitted to reviewers:
Department: Fair Requested Agenda Date: August 16, 2023
Short Title of Agenda Item: Limited Services Agreement with LRS Architects for Improvements to the Fairgrounds
(No acronyms please)

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: LRS Architects, Inc.
Contractor/Entity Address: 720 NW Davis, Suite 300, Portland, OR 97209
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Department Director Required for all BOC meetings
Roberta Vanderwall 8/7/2023 County Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

The Fair Board contacted LRS Architects, Inc. to complete Renovation Concepts & Budget Estimates for Building 1, "Dance Hall" and Building 7, "Arcade Room".

Phase 1 - Discovery - Scope of Work was initiated in January 2022 with a Site tour. Task 1 remaining work is to create existing condition Floor Plans and Elevations.

Phase 2 will be Schematic Renovation Design and Budget Cost Estimate - Scope of Work.

2. FISCAL IMPACT:

Funding for the project will be \$1.M from the State of Oregon and \$277,777 from Business Oregon \$14,400 plus Reimbursables estimated at \$400

3. SUGGESTED ACTION(S)/MOTION(S):

BOC makes a motion to approve the Limited Services Agreement with LRS Architects for Renovation Concepts and Preliminary Costs Estimates for improvements to the "Dance Hall" and "Arcade Room" at the Fairgrounds.

Attach additional background documentation as needed.

LIMITED SERVICES AGREEMENT

DATE

July 20, 2023

PROJECT

Morrow County
Fairgrounds
Heppner, Oregon

OWNER

Roberta Vanderwall,
Interim Morrow County
Administrator
110 N. Court St.
P.O. Box 788
Heppner, OR 97836

Initial Information

The scope of work for the **Morrow County Fairgrounds** is to provide Renovation Concepts and Preliminary Costs Estimates for improvements to two buildings on the Morrow County Fairgrounds, including Building 1, referred to as the 'Dance Hall', and the assembly area of Building 7, referred to as the 'Arcade Room'.

This proposed project should be completed by Fall 2023.

Description of Services – LRS Architects

ASSUMPTIONS

- This project assumes that the Schematic Design and Preliminary Pricing provided under this agreement will follow the building upgrades discussed and requested by Morrow County during onsite and Zoom meetings with Fair Staff, Fair Board and County Representatives attended by LRS on 01.12.22 and 05.09.23 and as documented in Meeting Minutes dated 05.09.23.
- Drawings will be developed from Google Maps, tax maps and onsite measurements of the two buildings where renovations have been requested.
- Any revisions requested beyond the scope of work may be considered Additional Services.
- Schematic Plans provided are not intended for permitting or construction.

PROGRAM

The project program noted in Meeting Minutes dated 05.09.23 includes:

Building 1 'Dance Hall':

- Relocate Offices, Chair Storage and Maintenance Storage
- Enlarge Kitchen, remove 4-H Kitchen and Stage
- Insulate exterior walls and roof, raise ceiling, enlarge windows
- New Heating/Cooling and Lighting for renovated spaces
- Upgrade restroom accessibility, layout and finishes.

Building 7 'Arcade Room':

- Add small kitchen/serving area
- Insulate exterior walls and ceiling, provide heat for extended seasonal use.
- Update interior finishes

SCHEMATIC DESIGN SERVICES

Services will be as outlined on the attached Proposed Scope of Work dated July 20, 2023. The phases include:

- Phase 1 - Discovery
- Phase 2 - Renovation Concepts
- Phase 3 - Plan Revisions

Additional Services (on request)

Additional Services are those services that are not included in either Basic Services or Supplemental Services. Revisions requested at any phase can be provided as Additional Services. Proposals for those following Additional Services are available upon request. Additional Services may include:

- Additional meetings (virtual or onsite).
- 3D perspective views for promotional use.

Exclusions

The following services are among those that are not included in this proposal.

- Landscape, Civil, Structural, Mechanical, Electrical and Plumbing engineering

Schedule

This Limited Scope of Services Agreement is valid for **60 calendar days** from the date of this Agreement.

Services are anticipated to be completed by the **end of October 2023**.

Compensation

FEE FOR SERVICES DESCRIBED ABOVE

Task 1 - Discovery	Fixed Fee	\$ 4,000
Task 2 - Concept Design & Estimate	Fixed Fee	\$ 7,800
Task 3 - Revisions, as required	Hourly	\$ 2,600
Total Fees		\$ 14,400
Plus Reimbursables	Estimated	\$ 400

Terms

SERVICES included in this Agreement are limited to the specific services stated in the Description of Services above. Any other services are not included or implied.

REIMBURSABLE EXPENSES are additional direct expenses over and above the scope of services and fees described above. They include expenses incurred by LRS Architects in the interest of the project. Reimbursable Expenses are billed at 1.1 times the amount listed on the attached LRS Architects' Rates & Reimbursables (or the amount of the direct expense if not included on the Rates & Reimbursables table).

INVOICES for professional services will be billed monthly as work progresses. The total amount of each invoice shall be due and payable within thirty (30) calendar days of the date of the invoice. Interest on outstanding balances will start sixty (60) calendar days after the date of the invoice and will accrue at the rate of 1.5% per month (18% per annum).

COMPENSATION AND RELATED BILLING TYPES The scope of services may consist of specific tasks, services, various services during a project phase, or a complete project scope of services with multiple phases. The scope of services shall be compensated by one or any combination of the following billing types:

- **Fixed Fee (FF)** - is a fixed compensation amount within a specified Schedule and shall be billed and compensated monthly in proportion to the percentage of services performed.
- **Hourly (H)** - is a fee for the scope of services that is billed by the hour with no specific fee limit, or is billed by the hour with an estimated limit as specified, within a stated Schedule.
- **Hourly to a Maximum (HM)** - is a fee for the scope of services that is billed by the hour up to a maximum amount (not to be exceeded), within a stated Schedule.

The scope of services will be billed according to the fees listed above and the rates listed in the attached LRS Rates & Reimbursables. Items noted as "limited" are itemized accordingly with Additional Services required beyond the scope stated. Any consultant services fees are billed at 1.1 times the amount listed.

ADDITIONAL SERVICES may be any services provided that are not specifically listed in the Description of Services, or beyond the duration listed in the Schedule stated above. A proposal for Additional Services can be provided upon request. Additional Services compensation will be based on the attached LRS Architects' Rates & Reimbursables.

INSTRUMENTS OF SERVICE Drawings and other documents prepared by LRS Architects (and their consultants) for these services, including those in electronic form, are Instruments of Service. LRS (and their consultants) are the author and owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon receiving full compensation for these services, LRS Architects will grant to the Owner license to reproduce the Instruments of Service, solely for use on this site only for the purposes of using, maintaining, or selling this project.

STANDARD OF CARE LRS shall provide its services and instruments of service in a manner consistent with the degree of care and skill ordinarily exercised by architects in the same geographical area currently practicing under similar circumstances.

July 20, 2023

To: Roberta Vanderwall, Interim County Administrator
Morrow County Bartholomew Building
Board of Commissioners Office
110 N. Court St. / PO BOX 788
Heppner, OR 97836

Project: **Renovation Concepts & Budget Estimates for:**
- **Building 1, 'Dance Hall'**
- **Building 7, 'Arcade Room'**
Located on Morrow County Fairgrounds

PHASE 1 - DISCOVERY – SCOPE OF WORK

Task 1.1 Project Kick-off Meeting(s) - Completed

01/12/22 -

Site tour of existing buildings, with a focus on Building 1 - 'Dance Hall' and Building 7- 'Arcade Room'.

Evening Fair Board meeting (via Zoom). Discussion of general facility conditions; shortage of restrooms; need for improved assembly spaces, specifically the 'Dance Hall' and 'Arcade Room'; and building code issues including accessibility.

05/09/23 -

More in-depth tour and review of Building 1 - 'Dance Hall' including discussion of specific renovations desired.

Task 1.2 Existing Conditions Plans

Visit Site to measure Building 1, 'Dance Hall' and Building 7, 'Arcade Room'.
(Fair staff indicate they have no existing drawings of these structures.)

Create dimensioned existing conditions Floor Plan and Elevation drawings for the two buildings from on-site measurements and photography.

Task 1 Existing Conditions Deliverables

- *Attend two on-site meetings, site and building observation and notes (approximately 10 hours)*
- *Attend Fair Board meeting remotely via Zoom and notes (approximately 2 hours)*
- *Create Existing Conditions Floor Plans and Elevations (approximately 40 hours)*

PHASE 2 – RENOVATION CONCEPTS - SCOPE OF WORK

Task 2.1 Building 1, 'Dance Hall' –Schematic Renovation Design and Budget Cost Estimate

Schematic Design:

Proposed Renovation Floor Plan and Exterior Elevations

Preliminary Construction Cost Estimate:

Preliminary square foot cost estimate for each major space, ie. Offices, Kitchen, Assembly Space, Restrooms, etc., including a list of proposed improvements in each space. This will provide a 'shopping list' of options for consideration of which renovations may be completed within budget.

Task 2.2 Building 7, 'Arcade Room' –Schematic Renovation Design and Budget Cost Estimate

Schematic Design:

Proposed Renovation Floor Plan and Exterior Elevations

Budget Estimate:

Preliminary square foot cost estimate for proposed improvements.

Task 2 – Renovation Concepts - Deliverables

- *Proposed Schematic Renovation Floor Plans and Exterior Elevations for Building 1 'Dance Hall' and Building 7 'Arcade Room'*
- *Estimated Preliminary Construction Costs (square foot cost estimates) for each Building*
- *Attend County Fair Board or County Commissioner Meeting to present proposed renovation plans and costs, answer questions and discuss design alternatives.*

PHASE 3 – PLAN REVISIONS - SCOPE OF WORK**Task 3.1 Update Schematic Design & Cost Estimate**

Revise Schematic Plans and Estimates, per Commissioner and Fair Board requests.

Task 3 – Renovation Concepts - Deliverables

- *Updated Schematic Renovation Floor Plans and Exterior Elevations for each Building*
- *Updated Preliminary Construction Cost Estimate for each Building*
- *Provide Design Fee Proposal to prepare Construction Drawings and Technical Specifications, and to provide Construction Administration services for further project development.*

MEETING MINUTES

Planning Meeting

MEETING DATE

May 9, 2023

PROJECT

223127
Morrow County
Fairgrounds
Heppner, OR

Participants

ATTENDEES

Berta Vanderwall	Morrow County Interim Administrator
Ann Jones	Morrow County Fair Manager
Tony _____	Morrow County Fair Maintenance
Gail Sargent	LRS Architects

DISTRIBUTION

Attendees listed above

LRS Architects - Steve Mileham & Paul Boundy

Minutes

ITEM DISCUSSION

1	<p>Building 01 'Dance Hall' - Existing Conditions:</p> <ul style="list-style-type: none">- Overall building size is approx. 62' wide x 210' long, uninsulated concrete masonry construction.- Original structure is approx 180' long w/ clear span wood truss roof structure.- East section is open fair exhibit / storage space.- Central 'Dance Hall' section (in original bldg.) has raised wood floor, restrooms, kitchen, electrical room, mechanical room, chair storage, Fair office, 4H Office, maintenance storage & stage. Ceiling at bottom of trusses feels very low for the size of the space. Paired exterior doors on north and south walls.- Annex on west end adds 30 ft of length. E-W beams & sloped purlins create 4 interior bays. South bay has raised floor with 4H kitchen layout. (2) sets of double doors connect to central 'Dance Hall' space. The north pair has steps up to 'Dance Hall' & south pair has a ramp with doors swinging out over the landing so not truly accessible. Single exterior door on west end, and paired door opening on the north with one leaf closed off.
2	<p>Building 01 'Dance Hall' – Renovations (in order of priority):</p> <ol style="list-style-type: none">1.01 Locate main Fair Office, 4H Office and new FFA Office to 'Annex'1.02 Central bays of Annex to become public meeting area and entry foyer for 'Dance Hall'.1.03 Enlarge Kitchen into existing Fair Office Space.1.04 Insulate exterior walls & roof, and raise ceiling of 'Dance Hall' space1.05 New zoned heating / cooling system throughout Annex & Dance Hall

2	<p>Building #01 - Renovations, continued:</p> <p>1.06 Upgrade lighting to LED fixtures.</p> <p>1.07 Remove Dance Hall stage</p> <p>1.08 Relocate chair storage & maintenance storage to east exhibit space</p> <p>1.09 Upgrade restrooms to meet code and refresh finishes.</p> <p>1.10 Enlarge window openings / install new windows</p>
3	<p>Building 07 'Arcade Room' - Existing Conditions:</p> <ul style="list-style-type: none"> - Overall building size is approx. 26' x 62' or 1600 sf - CMU walls, uninsulated. - Exterior doors at each end of east and west walls of arcade - Raised floor for restrooms at south end with ramp access
4	<p>Building 07 'Arcade Room' – Renovations (in order of priority):</p> <p>(No work anticipated in existing restrooms)</p> <p>7.01 Add small kitchen / serving area</p> <p>7.02 Insulate exterior walls & ceiling</p> <p>7.03 Update interior finishes</p> <p>7.04 Provide heat</p>
5	<p>Project Budget</p> <p>Construction budget limited to \$1 million – assumed to include:</p> <ul style="list-style-type: none"> - Architectural & Engineering Fees (LRS to provide Fee Proposal per this budget) - 10% Contingency for unknown conditions, etc <p>Scope to be adjusted to keep project within budget</p>
6	<p>Initial work to include Rough Construction Estimate to establish actual Project Scope</p>

These minutes as noted above are intended to be a truthful and accurate report of the discussions and events which took place. If there are any corrections and/or omissions noted in this memo, please contact LRS within seven (7) business days of receiving this report or the report shall stand as written.

Respectfully submitted by:

Gail Sargent, Architect/Project Manager

DISPUTE RESOLUTION All disputes arising out of or relating to this Agreement shall first be submitted to mediation. Any disputes that cannot be resolved through mediation shall be decided by binding arbitration that shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, except that any and all disputes shall be heard by one arbitrator. The venue for dispute resolution shall be the location of the Project.

REGULATORY COMPLIANCE To the extent required by the Standard of Care, LRS and their consultants (if there are consultants on this project) shall comply with laws, codes, regulations, and the direction of authorities with jurisdiction over the project in the performance of its services and preparation of plans, drawings, recommendations, specifications, or other work product prepared pursuant to this Agreement.

EXISTING CONDITIONS The Owner agrees to assume all liability associated with any existing conditions of the building(s) and site as they occur on this project, and to indemnify, defend and hold harmless the Architect and the Architect's consultants from any and all claims, damages, causes of action, losses and costs (including expert fees, LRS staff time and attorney fees and costs at trial, arbitration and on appeal) for any potential existing conditions, whether concealed or exposed, including but not limited to architectural, structural, mechanical, electrical, civil, geotechnical, hazardous material, mold, exterior envelope, under building and piling conditions, unless the scope of services specifically includes itemized descriptions of design services for corrections of existing conditions. Alterations to existing conditions shall not be construed as corrections.

TERMINATION Either party may terminate this Agreement with five calendar day's written notice.

LIMITATION OF LIABILITY Due to the limited scope of services in this agreement, the limitation of liability for these services is limited to the compensation amount of this Agreement.

IN EFFECT The terms of this Agreement are only in effect for the number of days stated in the Schedule.

APPROVAL

Attachments:

Proposed Scope of Work dated July 20, 2023

Meeting Notes dated May 9, 2023
LRS Rates & Reimbursables

Owner Authorized Signature

Printed Name and Title

Company Name

Date



Architect Authorized Signature

Stephen R. Mileham, Senior
Principal

Printed Name and Title

LRS Architects, Inc

Company Name

July 20, 2023

Date



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Date submitted to reviewers:
Department: Public Works Requested Agenda Date: August 16, 2023
Short Title of Agenda Item:
(No acronyms please) Lone Gas Station Underground Storage Tanks - DEQ Assessment

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Oregon Department of Environmental Quality
Contractor/Entity Address: NWR Cleanup Section, 700 NE Multnomah Street, Suite 600 Portland, OR 97232
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Department Director Required for all BOC meetings
Roberta Vanderwall 8/1/2023 County Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

A Site Specific Assessment (SSA) was completed at the Ione Gas site located at 320 West Main Street, Ione. The subsurface conditions at the Site were assessed along with decommissioning of two regulated Underground Storage Tanks (UST's) and two unregulated USTs by removal.

The following tasks were completed:

- *Decommission and remove the above mentioned tanks along with piping.
- *Remove and dispose of ancillary equipment associated with the UST
- *Complete a beneficial land and water use survey.
- *Analyze soil samples
- *Conduct an ecological scoping evaluation

There was some contamination encountered that will require a bit more investigation to resolve. The site is contaminated but not badly.

Next phase will be Katie Daugherty, Project Manager with DEQ is in the process of seeking grant funding to complete the additional work. This may take several months as DEQ's current brownfield funding is allocated to other projects, but they have additional funding coming soon that this site will be eligible for.

2. FISCAL IMPACT:

3. SUGGESTED ACTION(S)/MOTION(S):

No action necessary at this time.

Attach additional background documentation as needed.



*Site Specific Assessment Report
Ione Gas
Ione, Oregon*

Prepared for:
Oregon Department of Environmental Quality
Task Order No. 066-23-05

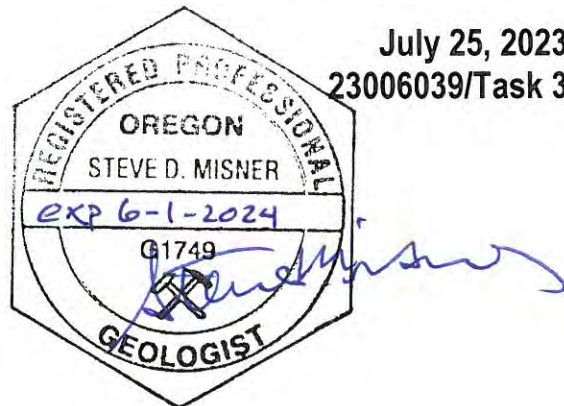
July 25, 2023
23006039/Task 3



**Site Specific Assessment Report
Ione Gas
Ione, Oregon**

Prepared for:
Oregon Department of Environmental Quality
Task Order No. 066-23-05

July 25, 2023
23006039/Task 3



Steve Misner, R.G.
Senior Associate Hydrogeologist

A handwritten signature in blue ink, appearing to read 'Michael W. Stevens'.

Michael W. Stevens, P.E.
Principal Engineer

Table of Contents

1.0 INTRODUCTION	1
1.1 Purpose	1
1.2 Scope of Work	1
2.0 BACKGROUND	2
2.1 Site Location and Description	2
2.2 Geology and Hydrology	2
3.0 UST DECOMMISSIONING ACTIVITIES AND FINDINGS	3
3.1 Pre-Assessment Activities	3
3.2 UST Decommissioning	4
3.3 Land Use and Beneficial Water Use	6
4.0 CHEMICAL ANALYSES AND RESULTS	7
4.1 Analyses Performed	7
4.2 Chemical Results	8
5.0 PRELIMINARY CONCEPTUAL SITE MODEL	8
5.1 Physical Model	9
5.2 Contaminants of Potential Concern	9
5.3 Nature and Extent of Contamination	9
5.4 Locality of Facility	10
5.5 Potential Exposure Pathways	10
6.0 ECOLOGICAL SCOPING EVALUATION	10
7.0 CONCLUSIONS	11
8.0 REFERENCES	12

Tables

- 1 Underground Storage Tank Information
- 2 Soil Analytical Results

Figures

- 1 Site Location Map
- 2 Site Plan

Appendices

- A Photograph Log
- B Disposal and Recycling Documentation
- C Laboratory Analytical Reports and Data Quality Review
- D Ecological Basic Site Information Checklist and Exposure Pathway Assessment

1.0 Introduction

This Site Specific Assessment (SSA) report presents a summary of the field activities and results of underground storage tank (UST) decommissioning at the Lone Gas site located at 320 West Main Street, Lone, Morrow County, Oregon (the Site; see Figure 1). The SSA was performed to assess subsurface conditions at the Site and included the decommissioning of two regulated USTs and two unregulated USTs by removal. The Site is registered with the Oregon State Department of Environmental Quality (DEQ) as UST Facility 9669. This SSA was prepared for the DEQ under Task 3 of Task Order No. 066-23-05.

1.1 Purpose

The purpose of the SSA was to assess the subsurface conditions at the Site. Specific objectives of this project were to:

- Decommission the four USTs (by removal) to facilitate and help focus the assessment of Site conditions (including the management of associated petroleum contaminated soil [PCS]);
- Develop a Conceptual Site Model (CSM) for the Site, including a focused beneficial land and water use survey;
- Perform an ecological scoping evaluation; and
- If releases are observed from the UST system, obtain sufficient chemical constituent data to assess potential risks posed by the Site to human health and the environment.

1.2 Scope of Work

The scope of work was completed in accordance with the SSA Work Plan (Apex, 2023a) and consisted of the following general tasks:

- Decommission and remove the two regulated USTs and two unregulated USTs and associated piping in accordance with Oregon Administrative Rule (OAR) 340-150-0168;
- Remove and dispose of ancillary equipment associated with the UST system (dispensers and piping);
- Complete a beneficial land and water use survey in accordance with DEQ guidance (DEQ, 1998);
- Analyze soil samples for total petroleum hydrocarbons as gasoline-range (TPH-Gx) and diesel-range (TPH-Dx), polycyclic aromatic hydrocarbons (PAHs), lead, and volatile organic compounds (VOCs); and
- Conduct an ecological scoping evaluation.

These activities are discussed in further detail within this report.

2.0 Background

This section presents a description of the Site, the geology and hydrogeology, and the Site history. No prior environmental work has been done at the Site and the Site is not currently included on the DEQ's list of leaking UST sites or the Environmental Cleanup Site Information Database.

2.1 Site Location and Description

The Site is located at 320 West Main Street, Lone, Morrow County, Oregon (see Figures 1 and 2). The 0.23-acre Site is located in the NE 1/4 of the NE 1/4 of Section 9 of Township 1 South, Range 24 East, Willamette Meridian, and includes recorded Tax Lot 01400. The Site is bounded on the north by West Main Street and commercial properties, to the east by North Green Street and commercial properties, to the south by commercial properties and West 2nd Street, and to the west by an undeveloped lot. The Site is zoned as Central Commercial (which allows traditional commercial uses and may conditionally include residential uses if authorized by the City). The Site is a former gas station and improvements generally consist of:

- One single-story wood structure with a concrete slab floor that housed the former service station office, main garage area, a secondary work area, two restrooms, an attached pump island canopy and one pump island with two dispensers;
- Two regulated USTs located south of the building;
- Two unregulated USTs located adjacent to the east side of the building;
- One HOT located adjacent to the northwest corner of the building; and
- An apparent septic system consisting of piping and a dry well on the west edge of the Site.

The unregulated UST that was originally thought to contain gasoline appears to have been historically transitioned to a waste oil tank at an unknown time.

The ground surface consists of asphalt pavement with concrete in the pump island area, the west side of the building, and the southwest corner of the Site. The pavement is significantly degraded and gravel base is exposed in some areas. The Site is currently vacant.

2.2 Geology and Hydrology

The following is a discussion of the topography, geology, and hydrogeology of the Site and vicinity.

Topography. The Site and the immediate vicinity are generally flat with a ground surface elevation of approximately 1,080 feet above mean sea level (MSL). Regionally the Site lies within the east-west trending Willow Creek valley. The surrounding topography consists of rolling hills and plateaus with elevations ranging from 1,600 to 2,000 feet above MSL.

Regional Geology. The Site is located within the Deschutes-Columbia Plateau physiographic province of northeast Oregon. The lithology underlying the area is dominated by the Columbia River Basalt (CRB) Group and regionally, the Grande Ronde Basalt within the CRB. These units consist of Miocene age basalt and basaltic andesite lava flows which are the most widely distributed geologic unit in the Pacific Northwest. The presence of alluvial sediments (silts, sands and gravels) are common in stream valleys and low lying areas.

Hydrogeology. Based on a review of water well logs for locations within the Site vicinity obtained from the Oregon Water Resources Department (OWRD) Groundwater Information System (GWIS), the static groundwater level in the area has been historically measured between 12 and 35 feet below ground surface (bgs) with an average of 19 feet bgs in domestic, irrigation, and municipal wells (one municipal well). The lithology described on the well logs indicates alluvial sands and gravels from the ground surface to depths ranging from 13 to 23 feet bgs underlain by basalt to the total drilled depth of the wells (130 to 675 feet bgs). Well construction typically consists of steel conductor casing installed to depths ranging from 20 to 54 feet bgs and open hole below the conductor casing. Reported well yields range from 35 gallons per minute (gpm) to 1,500 gpm. It is anticipated that groundwater at the Site will be encountered at a similar depth to that observed in the area (on the order of 19 feet bgs, but potentially as shallow as 12 feet).

Surface Water. The nearest surface water, Willow Creek, is located approximately 700 feet southwest of the Site and flows northwest towards the Columbia River.

3.0 UST Decommissioning Activities and Findings

3.1 Pre-Assessment Activities

Site Health and Safety Plan. A Site-specific health and safety plan (HASP) was prepared for the field activities and included in Appendix B of the Work Plan. The HASP was prepared in general accordance with the Occupational Safety and Health Administration (OSHA) and the Oregon Administrative Rules (OAR). A copy of the HASP was maintained on site during the field activities.

Property Access. DEQ obtained Site access through an agreement with Morrow County (the property owner) for UST decommissioning activities.

Subcontractor Solicitation. Apex competitively procured subcontractors to complete portions of this work, including private utility locating and UST decommissioning. Apex subcontracted 3-Kings Environmental (3-Kings) for the UST decommissioning and Pacific Northwest Locating for utility locating. Analytical laboratory services were provided by Pace Analytical National under their price agreement with the State of Oregon.

Underground Utility Location. Underground utilities were located and marked prior to beginning the UST decommissioning activities. This included contacting the Oregon Utility Notification Center, who notified the

various utilities in the area to mark any underground installations. Private utility locating was performed by Pacific Northwest Locating.

Work was conducted in general accordance with the Sampling and Analysis Plan (SAP; Appendix C of the Work Plan). Field activities included oversight of UST decommissioning activities, field screening of the soil, and collection and analysis of soil samples.

DEQ Notifications. The DEQ 30-Day Notice was submitted by 3-Kings on April 25, 2023 and DEQ was notified of the proposed UST decommissioning start date (May 15, 2023) on April 27, 2023.

3.2 UST Decommissioning

During the week of May 15, 2023, Apex oversaw and documented the decommissioning of two regulated USTs (6,000-gallon diesel and 5,000-gallon gasoline) two unregulated USTs (425-gallon diesel and 500-gallon waste oil), removal of both fuel dispensers (one diesel and one gasoline) and associated piping. Mr. Mark Drouin of DEQ was on site on May 17 to observe the UST decommissioning activities. Table 1 summarizes the UST information including size and observed condition upon removal. Appendix A is a photographic log of the decommissioning activities.

A section of product/vent piping (approximately ten feet) is located beneath the concrete under the pump island canopy and it was determined that removal could jeopardize the integrity of the canopy structure. In consultation with Mr. Drouin, this section of piping was not removed (see Figure 2).

Soil was removed to the extent necessary from removal of the USTs and piping and temporarily stockpiled adjacent to the excavations. Approximately 80 cubic yards (cy) of soil removed from the upper portion of the regulated UST cavity appeared to be impacted with petroleum hydrocarbons based on field screening (photoionization detector [PID] readings of up to 140 parts per million [ppm]), visible discoloration, and petroleum-like odor. The soil that appeared to be impacted was stockpiled separately from the remaining 100 cy of excavated soil. The soil removed from the unregulated UST locations and the piping did not appear to be impacted based on field screening.

Prior to removal, the residual liquid in the USTs was pumped out and each tank was rinsed and rendered inert (monitored using a four-gas meter) using dry ice. A total of approximately 1,000 gallons of liquid was pumped from the UST system.

Regulated UST Sampling. Upon removal of the regulated USTs, soil samples were collected from native soil approximately two feet below each end of each UST (approximately 12 feet below ground surface [bgs]). The soil in the location of the two samples collected beneath the east end of the regulated USTs where samples RDE and RGE were collected did not appear to be impacted based on field screening. Low PID

readings and a slight petroleum-like odor was observed in the soil beneath the west end of the regulated USTs where samples RDW and RGW were collected.

The soil encountered in the regulated UST excavation consisted of brown sandy silt and was consistent throughout the depth and area of the excavation (though gray where apparently impacted). The soil at the base of the regulated USTs was moist to very moist. In the morning of May 17, following a precipitation event, a small volume of water (approximately 30 gallons) was observed in the base of the regulated UST excavation. This water was pumped out of the excavation and did not return so was determined to be a result of the precipitation and not groundwater infiltration.

Unregulated UST Sampling. Upon removal of the unregulated USTs, soil samples were collected from native soil approximately one foot below the bottom of each UST (approximately seven feet bgs). The soil beneath the unregulated diesel UST, where sample UDE was collected, did not appear to be impacted while moderately impacted soil was observed beneath the waste oil UST where sample WO was collected, based on field screening (PID reading of 54 ppm, dark staining and light petroleum sheen). As in the regulated UST excavation, the soil consisted of brown sandy silt (except where stained).

Piping Sampling. Upon removal of the product/vent piping, two soil samples (P1 and P2) were collected from native soil approximately one foot below the invert of the piping. Based on field screening, the soil below the piping in the area of sample P1 exhibited light indications of petroleum impacts (PID reading of 27 ppm and slight odor) and no impacts were observed in the soil below the area where sample P2 was collected. As in the regulated UST excavation, the soil consisted of brown sandy silt.

Dispenser Sampling. Soil samples were collected approximately two feet below the fuel dispensers (DW below the gasoline dispenser and DE below the diesel dispenser). The soil beneath the fuel dispensers was accessed using a hand auger. No indication of impacted soil was observed beneath the fuel dispensers.

Test Pit Sampling. Based on the observation of potentially impacted soil in the regulated UST excavation, and after conferring with DEQ, test pits TP-1 and TP-2 were excavated to the west of the excavation (in the locations shown on Figure 2) to a depth of approximately 10 feet bgs. Petroleum impacted soil (PID readings of 290 and 260 ppm, staining, and hydrocarbon-like odor) was observed at depths of approximately eight feet bgs and seven feet bgs, respectively. Soil samples were collected from a depth of nine feet bgs in each test pit (TP-1 and TP-2). As in the regulated UST excavation, the soil in the test pits consisted of brown sandy silt (except where stained).

Borehole Sampling. As potentially impacted soil was observed in the test pits, and after conferring with DEQ, a boring was advanced in the southwest corner of the Site (the presumed groundwater flow direction) using a hand auger. Similar to the test pits, hydrocarbon impacted soil was encountered in the borehole at a depth of approximately 8 feet bgs based on field screening (gray staining and petroleum-like odor). One soil

sample was collected (B-1) from a depth of nine to 10 feet bgs. The soil encountered in borehole B-1 consisted of brown sandy silt (gray where impacted) consistent with other areas of the Site.

3.2.1 Site Restoration

Upon completion of the removal of the USTs and piping, excavation of test pits, and collection of samples, the site was restored to original grade. In the regulated UST excavation, the approximately 100 cy of clean soil removed during UST excavation was returned to the base of the excavation and compacted. The remainder of the regulated and unregulated UST, piping and test pit excavations were backfilled 108 cy of ¾-minus crushed rock and compacted to final grade. The ¾-minus rock was commercially provided by Miller & Sons Excavating located in Heppner, Oregon

3.2.2 Soil Disposal and UST, Piping, Dispenser and Liquid Recycling

Documentation for soil disposal and recycling of the USTs, piping, dispensers, and generated liquids is included in Appendix B. The approximately 80 cy of soil removed from the regulated UST excavation that appeared to be impacted was transported off site to Waste Connections, Finley Buttes Landfill located in Boardman, Oregon for disposal. The four USTs, piping and two dispensers were transported off site to RS Davis Recycling located in Umatilla, Oregon. The approximately 1,000 gallons of liquid generated from the UST decommissioning activities was transported off site to Oil Re-Refining Company located in Portland, Oregon for recycling.

3.3 Land Use and Beneficial Water Use

A land and beneficial water use evaluation was conducted to assess reasonably likely exposure pathways and receptors to contamination that may be found at the Site. Apex contacted Mr. Shad Hass, the Lone Public Works Director, to obtain information regarding current and planned Site use and beneficial use of water in the vicinity of the Site.

The Site is currently zoned Central Commercial and is not anticipated to change according to Mr. Hass. The following uses are permitted outright in the Central Commercial zone:

- Retail or wholesale trade establishment
- Repair or maintenance establishment
- Eating or drinking establishment
- Office
- Financial institution
- Plant Nursery
- Amusement establishment

-
- Licensed “Residential Home”
 - Drug Store, pharmacy, or liquor store

Additional property uses, including single- and two-family dwellings, are conditionally permitted when authorized by the City.

Surface water and groundwater use was also evaluated and the findings are summarized below:

- According to Mr. Hass, the water source for the City of Lone is a well located outside of the city to the east and no domestic wells are located within the city. Water is stored in 750,000-gallon and 30,000-gallon storage tanks (also located east of the city) and distributed from the tanks to the end users;
- A review of the Oregon Water Resources Department well log database confirmed that no documented domestic wells are located in the city. Three irrigation wells (with water rights based on a search of the Water Right Information System [WRIS]) are located on the east edge of the city approximately 2,500 feet away from the Site. No surface water rights were identified the WRIS for Willow Creek located approximately 750 feet southwest of the Site.

A door-to-door survey was not included in this scope.

4.0 Chemical Analyses and Results

The soil samples were submitted to Pace Analytical National (Pace), in Mount Juliet, Tennessee, for analysis on a standard turnaround time. Copies of the analytical laboratory reports are included in Appendix C, along with a quality assurance/quality control (QA/QC) review of the data. The results of the data quality review indicate that the data are of acceptable quality and are suitable for their intended purpose.

4.1 Analyses Performed

Collected soil samples from the UST decommissioning activities were analyzed for Total Petroleum Hydrocarbon (TPH) identification using Northwest Method NWTPH-HCID with follow up analysis if hydrocarbons were detected as described below, with the exception of sample WO collected from beneath the waste oil UST which was addressed separately.

If gasoline-range hydrocarbons were detected in the HCID analysis, follow-up analysis included relevant constituents of interest (COIs) from Table 2.1 in DEQs Risk-Based Decision Making guidance (DEQ, 2017):

- TPH-Gx (by Northwest method NWTPH-Gx),
- Volatile Organic Compounds (VOCs) by Environmental Protection Agency (EPA) Method 8260D and
- Lead by EPA Method 6020.

If diesel-range hydrocarbons were detected in the HCID analysis, follow-up analysis included relevant COIs from Table 2.1 (DEQ, 2017):

- TPH-Dx (by Northwest method NWTPH-Dx with silica gel cleanup in the groundwater samples),
- Benzene, toluene, ethylbenzene, and total xylenes (BTEX) by EPA Method 8260D, and
- Polycyclic aromatic hydrocarbons (PAHs) by EPA Method 8270E SIM.

Sample WO was directly analyzed for TPH-Gx, TPH-Dx, VOCs, PAHs, PCBs, and metals (cadmium, chromium, and lead). In addition, Pace inadvertently analyzed seven additional samples for PCBs.

4.2 Chemical Results

Soil results are presented in Table 2 and are summarized below:

- TPH-Gx. TPH-Gx was detected in five of the eight soil samples analyzed at concentrations that ranged from 9.51 milligrams per kilogram mg/Kg (sample P1) to 1,380 mg/Kg (sample TP-1);
- TPH-Dx. TPH-Dx was detected in all 11 samples analyzed at concentrations that ranged from 4.84 mg/Kg (sample B-1, J flagged as an estimated value) to 5,710 mg/Kg (sample WO);
- VOCs. One or more VOCs were detected in all 11 samples analyzed. However, concentrations that exceed any of the screening values were only detected in five of the samples with the relatively highest concentration detected in sample WO (116 mg/Kg naphthalene);
- PAHs. PAHs were detected in all 11 samples analyzed at low concentrations with the highest concentration detected in sample WO (22.1 mg/Kg naphthalene);
- PCBs. No PCBs were detected in any of the samples analyzed; and
- Metals. Lead was detected in all nine samples analyzed. The lead concentration in only two samples (WO and P1) exceed the background concentration of 18 mg/Kg (DEQ, 2018). Cadmium and chromium were detected in sample WO at concentrations below the background of 0.4 mg/Kg and 170 mg/Kg, respectively.

5.0 Preliminary Conceptual Site Model

This section summarizes the potential receptors and exposure pathways to Site contaminants under current or reasonably anticipated future conditions. The preliminary CSM for the Site considers physical properties, the nature and extent of contamination, and potential exposure pathways under current and potential future uses.

5.1 Physical Model

Site topography, geology, and hydrogeology are summarized in Section 2.0. The soil encountered during the UST decommissioning activities consisted of sandy silt as described in Section 3.2 from the ground surface to a depth of approximately 12 feet bgs (the depth of the regulated UST excavation). Groundwater was not encountered during the UST decommissioning activities. However, the soil near the base of the regulated UST excavation and test pits was very moist and may be within the capillary fringe (i.e., near to the depth of groundwater at the time of the excavation).

5.2 Contaminants of Potential Concern

Contaminants of potential concern (COCs) identified in soil samples collected during the UST decommissioning activities are gasoline-, diesel-range hydrocarbons and their constituents and lead identified in soil samples as described in Section 4. Specific analytes that have been detected above risk-based screening levels are summarized in the table below.

Contaminant	Exposure Pathways	
	Direct Contact	Leaching to Groundwater
TPH-Gx	Res	Occ
TPH-Dx	Con	No
Benzene	No	Res
Ethylbenzene	No	Occ
1,2,4-TMB	No	Occ
Naphthalene	Res	Occ
Lead	No	Occ

Notes: Occ = Exceeds Occupational RBC; Res = Exceeds Residential RBC
Con = Construction Worker RBC; No = No exceedances of RBCs.

5.3 Nature and Extent of Contamination

Petroleum hydrocarbons and related chemicals were detected in soil samples collected during the UST decommissioning activities. The soil sample collected beneath the unregulated waste oil tank located on the east side of the Site adjacent to the unregulated diesel UST (sample WO) contained TPH-Dx that exceeds the construction worker direct contact screening level of 4,600 mg/Kg. The extent of the TPH-Dx in soil has not been characterized in the vicinity of the former waste oil UST. However, the TPH-Dx concentration detected in the sample collected beneath the adjacent unregulated diesel UST was less than the laboratory reporting limit at 2.89 mg/Kg (J flagged as an estimated value). Soil samples with concentrations above the leaching to groundwater pathway were identified but these areas are considered characterized because

the samples are from depths below surface soil (below three feet) and the groundwater beneath the Site and vicinity is not used.

5.4 Locality of Facility

The locality of facility (LOF) is defined as locations where a human or ecological receptor contacts or is reasonably likely to come into contact with contaminated soil, water, or air from the Site. Based on a conservative evaluation of the chemical data discussed above, the LOF has been defined with the exception that impacted soil may extend off site to a limited extent to the east, south or west (under the building) from the location where sample WO was collected.

5.5 Potential Exposure Pathways

Based on the current and reasonably likely future land uses described in Section 3.3, the only potentially complete exposure pathway is direct contact for construction workers based on the results of sample WO on the east side of the Site. There were no direct contact screening level exceedances in surface soil samples collected from beneath the pump island or piping. In addition, although exceedances of the leaching to groundwater screening levels were exceeded for several petroleum hydrocarbon related chemicals, this pathway is not considered complete as water is supplied by the City through a distribution system and the City's well is located approximately 4,000 feet in a presumably upgradient direction (northeast).

6.0 Ecological Scoping Evaluation

An ecological scoping evaluation was conducted in accordance with the DEQ Directive for Conducting Ecological Risk Assessments (DEQ, 2020) to assess the potential for complete exposure pathways between receptors and site-related contaminants based on basic Site information, ecological features, and species present. Complete ecological exposure requires a contaminant source, an exposure route (such as dermal contact or ingestion), and a receptor. In order to determine if a complete exposure pathway is present, information on Site characteristics is needed including:

- A description of current and historical site use;
- COCs known or suspected to be present;
- Current and future land use and zoning;
- Surface features and transport pathways, such as pavement, storm water catch basins, outfalls; and
- Habitat type present on or adjacent to the site.

Information regarding the first four items is provided in other sections of this report. The completed Basic Site Information Checklist (Appendix A1 of DEQ 2020) and Exposure Pathway Assessment (Appendix A2 of DEQ 2020) are provided in Appendix D. The habitat on and adjacent to the Site is classified as suburban (moderate

intensity developed) and rural residential (low intensity developed) based on a search of the Oregon State University Libraries and Press and Institute of Natural Resources habitat and vegetation mapping tool (accessed 2023). Two state-listed threatened and endangered (T&E) species have been identified as being present or potentially present within 2.0 miles of the Site: the painted turtle and Washington ground squirrel. The painted turtle is an aquatic species and there is no suitable habitat for this species due to the lack of water resources. The Washington ground squirrels use shrub-steppe and grassland habitat in areas with high-growing grass and there is no suitable habitat for this species due to the highly developed location of the Site.

Based on the Exposure Pathway Assessment, an ecological exposure pathway may potentially be complete. However, the Site qualifies for a size exclusion under DEQs guidance for the following reasons:

- The exposure area is limited to a small area on the eastern side of the Site and is significantly less than 0.5 acres total (on site and off site); and
- No suitable habitat is present within ¼ mile of the Site for the T&E species identified in the area with the possible exception of Willow Creek, located approximately 0.16 miles southwest of the Site. However, the painted turtle is an aquatic species and while it may move within the alignment of the creek it is unlikely to move away from the riverine habitat to upland urban areas (particularly as the Site and surrounding area are fully developed). The potential habitat is not within the LOF, and the identified contamination is not found at the ground surface at the Site so there is no significant potential for ecological exposures.

7.0 Conclusions

Impacts from TPH-Dx are present at the Site at concentrations that exceed the construction worker exposure scenario in the soil beneath the former waste oil UST, which may extend east off site under Cherry Street, to the south or to the west under the existing building. The extent of TPH-Dx appears to be limited to the north as the soil sample collected from beneath the former diesel UST contained only low concentrations.

Based upon the findings of the UST decommissioning activities described herein, the only complete exposure pathway is for the construction worker scenario. Although COCs were detected in soil at concentrations that exceed the leaching to groundwater screening levels, this exposure pathway is incomplete as no drinking water wells are present in the City and none will be allowed in the future. In addition, based on the Ecological Scoping Evaluation, while an ecological exposure pathway may potentially be complete with habitat within ¼ mile of the Site, the nature of the Site and surrounding area are incompatible with the identified T&E species (being highly developed with roads, other buildings, and lack of water resources) and there is no significant potential for exposure to the Site contaminants. Therefore, the site qualifies for a size exclusion under DEQ guidance.

8.0 References

- Apex Companies, LLC (Apex), 2023a. *Site Specific Assessment Work Plan, Ione Gas*. January 31, 2023.
- Oregon Department of Environmental Quality (DEQ), 1998. *Guidance for Conducting Beneficial Water Use Determinations at Environmental Cleanup Sites*. July 1, 1998.
- DEQ, 2018. *Background Levels of Metals in Soils for Cleanups*. DEQ Fact Sheet, Table 1, January 25, 2018.
- DEQ, 2016. *Quality Assurance Project Plan, Oregon Brownfields Program*. November 2016.
- DEQ, 2003, updated 2017. *Risk-Based Decision Making for the Remediation of Contaminated Sites*. September 22, 2003 Updated October 2, 2017.
- DEQ, 2000, updated 2009. *Underground Storage Tank Cleanup Manual*. December 2000, updated May 2009.
- DEQ, 2020. *Conducting Ecological Risk Assessments*. Internal Management Directive, September 14, 2020.
- Madin, I.P, and Geitgey, R.P., unpublished. *Preliminary Geologic Map of the Umatilla Basin, Morrow and Umatilla Counties, Oregon*. Oregon Department of Geology and Mineral Industries, undated.
- Oregon State University Libraries and Press and Institute for Natural Resources, 2023. *Oregon Explorer Natural Resources Digital Library Map Viewer*. Accessed Habitats and Vegetation layer July 18, 2023.

Table 1
 Underground Storage Tank Information
 Ione Gas
 Ione, Oregon

Tank Size (gallons)	Tank Contents	Tank Material	Installation Date	UST Condition Upon Removal
6,000	Diesel	Steel	1974	Good, no significant corrosion
5,000	Gasoline	Steel	1974	Good, no significant corrosion
425	Diesel	Steel	Unknown	Fair, minor corrosion observed
500	Waste Oil	Steel	Unknown	Poor, significant corrosion and steel degradation observed, including holes.

Table 2
Soil Analytical Results
Ione Gas
Ione, Oregon

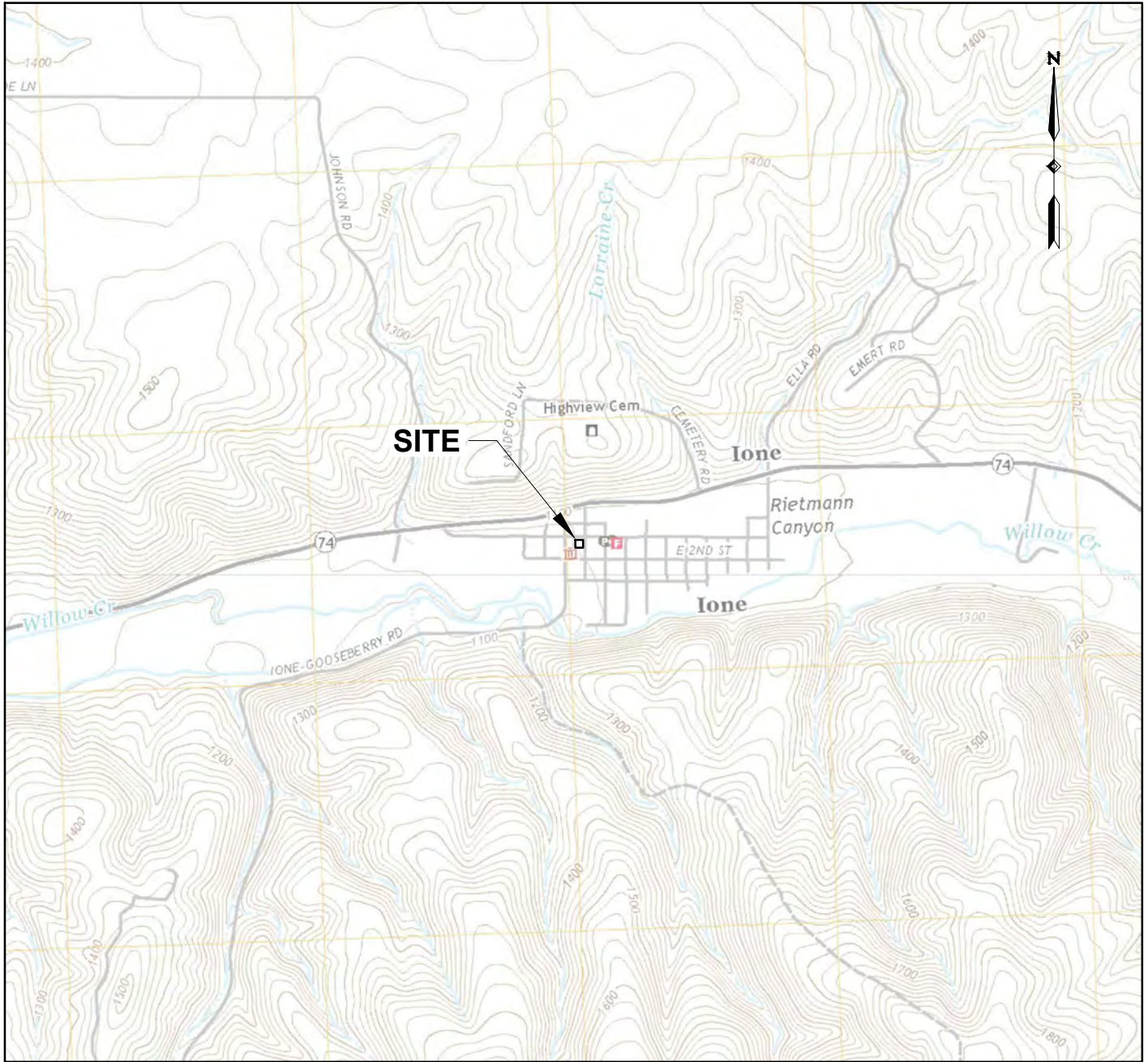
Sample ID:	B-1	WO	RGW	RGE	RDW	RDE	UDE	DE	DW	P1	P2	TP1	TP2	Deschutes Columbia Background Metals Concentration	DEQ RBCs																				
															Direct Contact					Soil Leaching to Groundwater															
															Residential	Urban Residential	Occupational	Construction Worker	Excavation Worker	Residential	Urban Residential	Occupational													
Sample Depth (feet bgs):	9-10	7	12	12	12	12	7	2	2	2.5	2.5	9	9																						
Sample Date:	5/19/2023	5/16/2023	5/16/2023	5/16/2023	5/16/2023	5/16/2023	5/16/2023	5/17/2023	5/17/2023	5/17/2023	5/17/2023	5/17/2023	5/17/2023																						
Total Petroleum Hydrocarbons (TPH) by NWTPH-Gx and NWTPH-Dx in mg/kg																																			
Gasoline Range Organics	891	--	51.8	<1.65	68.3	25.0	--	--	--	9.51	--	1,380	1,100	--	1200	2500	20000	9700	--	--	31	31	130												
Diesel Range Organics	4.84 J	5,710 J	73.9 J-	101 J-	17.3 J-	73.0 J-	2.89 J-	14.0	--	386	--	262	45.0	--	1100	2200	14000	4600	--	--	9500	9500	--												
Residual Range Organics	<4.38	49.0 J	<4.59 UJ	<4.51 UJ	<4.44 UJ	<4.55 UJ	16.6 J-	<4.88	--	202	--	25.4	<4.14	--	1100	2200	14000	4600	--	--	9500	9500	--												
Total Petroleum Hydrocarbons (TPH) by NWTPH-HCID in mg/kg																																			
#6 Fuel Oil	<1.75	--	<1.83	<1.80	<1.77	<1.82	<1.95	<1.95	<2.68	<1.62	<1.82	<1.73	<1.65	--	--	--	--	--	--	--	--	--	--	--	--	--									
Diesel (C12-C24)	18.3	--	116	65.0 J	85.0	136	6.42	13.0	<2.68	198	<1.82	567	42.8	--	--	--	--	--	--	--	--	--	--	--	--										
Gasoline (C7-C12)	44.5	--	35.0	13.8	26.9	56.8	<1.95	<1.95	<2.68	73.1	<1.82	436	89.3	--	--	--	--	--	--	--	--	--	--	--	--										
Hydraulic Fluid	<1.75	--	<1.83	<1.80	<1.77	<1.82	<1.95	<1.95	<2.68	<1.62	<1.82	<1.73	<1.65	--	--	--	--	--	--	--	--	--	--	--	--										
Kerosene	<1.75	--	<1.83	<1.80	<1.77	<1.82	<1.95	<1.95	<2.68	<1.62	<1.82	<1.73	<1.65	--	--	--	--	--	--	--	--	--	--	--	--										
Mineral Spirits	<1.75	--	<1.83	<1.80	<1.77	<1.82	<1.95	<1.95	<2.68	<1.62	<1.82	<1.73	<1.65	--	--	--	--	--	--	--	--	--	--	--	--										
Motor Oil (C24-C30)	<4.38	--	7.36 J	<4.51	<4.44	19.4	27.5	<4.88	<6.72	92.5	<4.57	75.0	<4.14	--	--	--	--	--	--	--	--	--	--	--	--										
Polycyclic Aromatic Hydrocarbons (PAHs) by EPA Method 8270E-SIM in mg/kg																																			
1-Methylnaphthalene	<0.00591	30.4 J-	0.0181 J-	0.0470 J-	0.00831 J-	<0.00614 UJ	<0.00659 UJ	0.0262 J	--	0.906 J-	--	0.346	0.0421	--	--	--	--	--	--	--	--	--	--	--	--										
2-Chloronaphthalene	<0.00613	<0.00669	<0.00643 UJ	<0.00631 UJ	<0.00621 UJ	<0.00637 UJ	<0.00684 UJ	<0.00682	--	<0.00567	--	<0.00608	<0.00580	--	--	--	--	--	--	--	--	--	--	--	--										
2-Methylnaphthalene	<0.00562	47.5 J-	<0.00589 UJ	0.0665 J-	<0.00569 UJ	<0.00583 UJ	<0.00627 UJ	0.0366	--	1.81 J-	--	0.352	0.0778	--	--	--	--	--	--	--	--	--	--	--	--										
Acenaphthene	0.00328 J	1.31	0.00525 J-	0.00284 J-	0.00597 J-	0.00357 J-	<0.00307 UJ	<0.00306	--	0.0242	--	0.0200	<0.00260	--	4700	9400	70000	21000	590000	--	--	--	--	--	--										
Acenaphthylene	<0.00284	0.630	<0.00298 UJ	<0.00292 UJ	<0.00288 UJ	<0.00295 UJ	<0.00317 UJ	<0.00316	--	<0.00263	--	<0.00282	<0.00269	--	--	--	--	--	--	--	--	--	--	--	--										
Anthracene	<0.00303	<0.00330	<0.00317 UJ	<0.00311 UJ	<0.00306 UJ	<0.00314 UJ	<0.00338 UJ	<0.00337	--	<0.00280	--	<0.00300	<0.00286	--	23000	47000	350000	110000	--	--	--	--	--	--	--										
Benzo(a)anthracene	<0.00228	<0.00248	<0.00239 UJ	<0.00234 UJ	<0.00231 UJ	<0.00236 UJ	<0.00254 UJ	<0.00253	--	0.00250 J	--	<0.00226	<0.00215	--	1.1	2.5	21	170	4800	1.6	6.0	--	--	--	--										
Benzo(a)pyrene	<0.00236	<0.00257	<0.00247 UJ	<0.00242 UJ	<0.00238 UJ	<0.00245 UJ	<0.00263 UJ	<0.00262	--	0.00349 J	--	<0.00233	<0.00223	--	0.11	0.25	2.1	17	490	4.4	--	--	--	--											
Benzo(b)fluoranthene	<0.00201	<0.00220	<0.00211 UJ	<0.00207 UJ	<0.00204 UJ	<0.00209 UJ	<0.00225 UJ	<0.00224	--	0.00320 J	--	<0.00200	<0.00190	--	1.1	2.5	21	170	4900	--	--	--	--	--											
Benzo(g,h,i)perylene	<0.00233	<0.00254	<0.00244 UJ	<0.00240 UJ	<0.00236 UJ	<0.00242 UJ	<0.00260 UJ	<0.00259	--	0.00312 J	--	<0.00231	<0.00220	--	--	--	--	--	--	--	--	--	--	--	--										
Benzo(k)fluoranthene	<0.00283	<0.00309	<0.00297 UJ	<0.00291 UJ	<0.00286 UJ	<0.00294 UJ	<0.00316 UJ	<0.00315	--	<0.00262	--	<0.00280	<0.00267	--	11	25	210	1700	49000	--	--	--	--	--	--										
Chrysene	<0.00305	0.0137	<0.00320 UJ	<0.00314 UJ	<0.00309 UJ	<0.00317 UJ	<0.00341 UJ	<0.00340	--	<0.00282	--	<0.00303	<0.00289	--	110	250	2100	17000	490000	--	--	--	--	--	--										
Dibenz(a,h)anthracene	<0.00226	<0.00247	<0.00237 UJ	<0.00233 UJ	<0.00229 UJ	<0.00235 UJ	<0.00253 UJ	<0.00252	--	<0.00209	--	<0.00224	<0.00214	--	0.11	0.25	2.1	17	490	--	--	--	--	--	--										
Fluoranthene	<0.00299	0.118	<0.00313 UJ	<0.00307 UJ	<0.00302 UJ	<0.00310 UJ	0.00642 J-	0.00413 J	--	<0.00773	--	<0.00296	<0.00282	--	2400	4800	30000	10000	280000	--	--	--	--	--	--										
Fluorene	0.00961	2.05	0.0131 J-	0.00833 J-	0.00549 J-	<0.00280 UJ	<0.00301 UJ	<0.00300	--	0.0548	--	0.0360	<0.00255	--	3100	6300	47000	14000	390000	--	--	--	--	--	--										
Indeno(1,2,3-cd)pyrene	<0.00238	<0.00260	<0.00250 UJ	<0.00245 UJ	<0.00241 UJ	<0.00247 UJ	<0.00266 UJ	<0.00265	--	0.00284 J	--	<0.00236	<0.00225	--	1.1	2.5	21	170	4900	--	--	--	--	--											
Naphthalene	<0.00537	22.1 J-	<0.00563 J-	0.0324 J-	<0.00544 J-	<0.00558 UJ	<0.00599 UJ	0.0306	--	1.63 J-	--	0.189	0.0323	--	5.3	25	23	580	16000	0.077	0.37	0.34	--	--	--										
Phenanthrene	<0.00304	4.68	0.00812 J-	0.0114 J-	0.0180 J-	<0.00316 UJ	<0.00339 UJ	0.00783 J	--	0.0801	--	0.0824	0.00394 J	--	--	--	--	--	--	--	--	--	--	--	--										
Pyrene	<0.00263	0.256	<0.00276 UJ	<0.00271 UJ	<0.00266 UJ	<0.00273 UJ	0.00410 J-	0.00688 J	--	0.00908	--	0.00507 J	<0.00249	--	1800	3600	23000	7500	210000	--	--	--	--	--	--										
Polychlorinated Biphenyls (PCBs) by EPA Method 8082A in mg/kg																																			
PCB 1016	--	<0.0339	<0.0163	<0.0160	<0.0157	<0.0161	--	--	--	<0.0144	--	<0.0154	<0.0147	--	--	--	--	--	--	--	--	--	--	--	--										
PCB 1221	--	<0.0339	<0.0163	<0.0160	<0.0157	<0.0161	--	--	--	<0.0144	--	<0.0154	<0.0147	--	--	--	--	--	--	--	--	--	--	--	--										
PCB 1232	--	<0.0339	<0.0163	<0.0160	<0.0157	<0.0161	--	--	--	<0.0144	--	<0.0154	<0.0147	--	--	--	--	--	--	--	--	--	--	--	--										
PCB 1242	--	<0.0339	<0.0163	<0.0160	<0.0157	<0.0161	--	--	--	<0.0144	--	<0.0154	<0.0147	--	--	--	--	--	--	--	--	--	--	--	--										
PCB 1248	--	<0.0212	<0.0102	<0.00999	<0.00983	<0.0101	--	--	--	<0.00899	--	<0.00962	<0.00918	--	--	--	--	--	--	--	--	--	--	--	--										
PCB 1254	--	<0.0212	<0.0102	<0.00999	<0.00983	<0.0101	--	--	--	<0.00899	--	<0.00962	<0.00918	--	--	--	--	--	--	--	--	--	--	--	--										
PCB 1260	--	<0.0212	<0.0102	<0.00999	<0.00983	<0.0101	--	--	--	<0.00899	--	<0.00962	<0.00918	--	--	--	--	--	--	--	--	--	--	--	--										
PCB 1262	--	<0.0212	<0.0102	<0.00999	<0.00983	<0.0101	--	--	--	<0.00899	--	<0.00962	<0.00918	--	--	--	--	--	--	--	--	--	--	--	--										
PCB 1268	--	<0.0212	<0.0102	<0.00999	<0.00983	<0.0101	--	--	--	<0.00899	--	<0.00962	<0.00918	--	--	--	--	--	--	--	--	--	--	--	--										
Total PCBs	--	<0.0339	<0.0163	<0.0160	<0.0157	<0.0161	--	--	--	<0.0144	--	<0.0154	<0.0147	--	0.23	0.33	0.59	4.9	140	0.24	1.1	1.1	--	--	--										
Total Metals by EPA Method 6020B in mg/kg																																			
Cadmium	--	0.222 J	--	--	--	--	--	--	--	--	--	--	--	0.4	78	160	1100	350	9700	--	--	--	--	--	--										
Chromium	--	4.81 J	--	--	--	--	--	--	--	--	--	--	--	170	120000	230000	--	530000	--	--	--	--	--	--	--										
Lead	10.1	94.2	7.30	7.56	7.05	9.62	--	--	--	132	--	9.89	10.1	18	400	400	800	800	800	30	30	30	--	--	--										

Please see notes at end of table.

Table 2
Soil Analytical Results
Ione Gas
Ione, Oregon

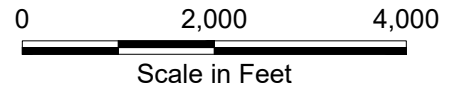
Sample ID: Sample Depth (feet bgs): Sample Date:	DEQ RBCs													Deschutes Columbia Background Metals Concentration	Direct Contact					Soil Leaching to Groundwater			
	B-1	WO	RGW	RGE	RDW	RDE	UDE	DE	DW	P1	P2	TP1	TP2		Residential	Urban Residential	Occupational	Construction Worker	Excavation Worker	Residential	Urban Residential	Occupational	
	9-10	7	12	12	12	12	7	2	2	2.5	2.5	9	9										5/19/2023
Volatile Organic Compounds (VOCs) by EPA Method 8260D in mg/kg, continued																							
Methylene Chloride	<0.228	<0.101	<0.100	<0.0129	<0.0120	<0.0121	--	--	--	<0.00956	--	<0.0862	<0.200	--	76	170	1600	2100	58000	0.14	0.44	2.4	
n-Butylbenzene	<0.180	23.0	<0.0794	<0.0102	<0.00947	<0.00959	--	--	--	<0.00756	--	<0.0682	<0.158	--	--	--	--	--	--	--	--	--	
n-Propylbenzene	<0.0326	19.6	0.539	<0.00184	<0.00171	<0.00174	--	--	--	<0.00137	--	10.8	3.92	--	--	--	--	--	--	--	--	--	
Naphthalene	<0.168	116	0.444	<0.00947	<0.00880	<0.00891	--	--	--	0.0566	--	7.77	1.43	--	5.3	25	23	580	16000	0.077	0.37	0.34	
p-Isopropyltoluene	<0.0875	12.1	0.217	<0.00495	0.0355 J+	<0.00466	--	--	--	<0.00367	--	2.09	1.58	--	--	--	--	--	--	--	--	--	
sec-Butylbenzene	0.252 J	13.0	<0.0435	<0.00559	0.108 J+	0.00873 J	--	--	--	<0.00415	--	<0.0373	<0.0865	--	--	--	--	--	--	--	--	--	
Styrene	<0.00786	<0.00348 UJ	<0.00346	<0.000444	<0.000413	<0.000418	--	--	--	<0.000330	--	<0.00297	<0.00688	--	7900	16000	130000	56000	-	170	640	800	
tert-Butylbenzene	<0.0669	0.560	<0.0295	<0.00378	<0.00352	<0.00356	--	--	--	<0.00281	--	<0.0253	<0.0586	--	--	--	--	--	--	--	--	--	
Tetrachloroethene	<0.0307	<0.0136	<0.0136	<0.00174	<0.00162	<0.00164	--	--	--	<0.00129	--	<0.0116	<0.0269	--	220	540	1000	1800	50000	0.46	1.9	1.9	
Toluene	<0.0446	0.0640 J	0.0199 J	<0.00252	<0.00234	<0.00237	0.0441	0.00407 J	--	0.0704	--	<0.0169	<0.0390	--	5800	12000	88000	28000	770000	84	340	490	
trans-1,2-Dichloroethene	<0.0357	<0.0158	<0.0157	<0.00202	<0.00188	<0.00190	--	--	--	<0.00150	--	<0.0135	<0.0312	--	1600	3100	23000	7100	200000	7.0	27	51	
trans-1,3-Dichloropropene	<0.0391	<0.0173	<0.0172	<0.00221	<0.00206	<0.00208	--	--	--	<0.00164	--	<0.0148	<0.0342	--	--	--	--	--	--	--	--	--	
Trichloroethene	<0.0201	<0.00887	<0.00883	<0.00113	<0.00105	<0.00107	--	--	--	<0.000841	--	<0.00758	<0.0176	--	6.7	17	51	130	3700	0.013	0.053	0.087	
Trichlorofluoromethane	<0.0283	<0.0126	<0.0125	<0.00161	<0.00149	<0.00151	--	--	--	<0.00119	--	<0.0107	<0.0248	--	7600	15000	130000	69000	-	61	230	280	
Vinyl chloride	<0.0398	<0.0176	<0.0175	<0.00225	<0.00209	<0.00212	--	--	--	<0.00167	--	<0.0151	<0.0348	--	0.36	0.8	4.4	34	950	0.00057	0.0014	0.010	
Xylenes, Total	<0.0302	11.1	2.42	0.00580 J	0.00838 J+	0.00248 J	0.0623	0.00670 J	--	0.157	--	5.13	1.36	--	1400	2900	25000	20000	560000	23	87	100	

- Notes:
1. mg/kg = Milligrams per kilogram.
 2. feet bgs = Feet below ground surface.
 3. DEQ RBCs = Oregon Department of Environmental Quality's Risk-Based Decision Making for the Remediation of Contaminated Sites, revised May 2018.
 4. Bold values indicate concentration detected above the method detection limit.
 5. Shaded values indicate concentrations detected above one or more applicable RBC.
 6. < = Concentration was not detected above the shown method detection limit.
 7. -- = Not analyzed or not available.
 8. J = Result is an estimated value.
 9. UJ = The result is not detected but the reporting limit is estimated.
 10. J- = Result is an estimated value and may be biased low.
 11. J+ = Result is an estimated value and may be biased high.



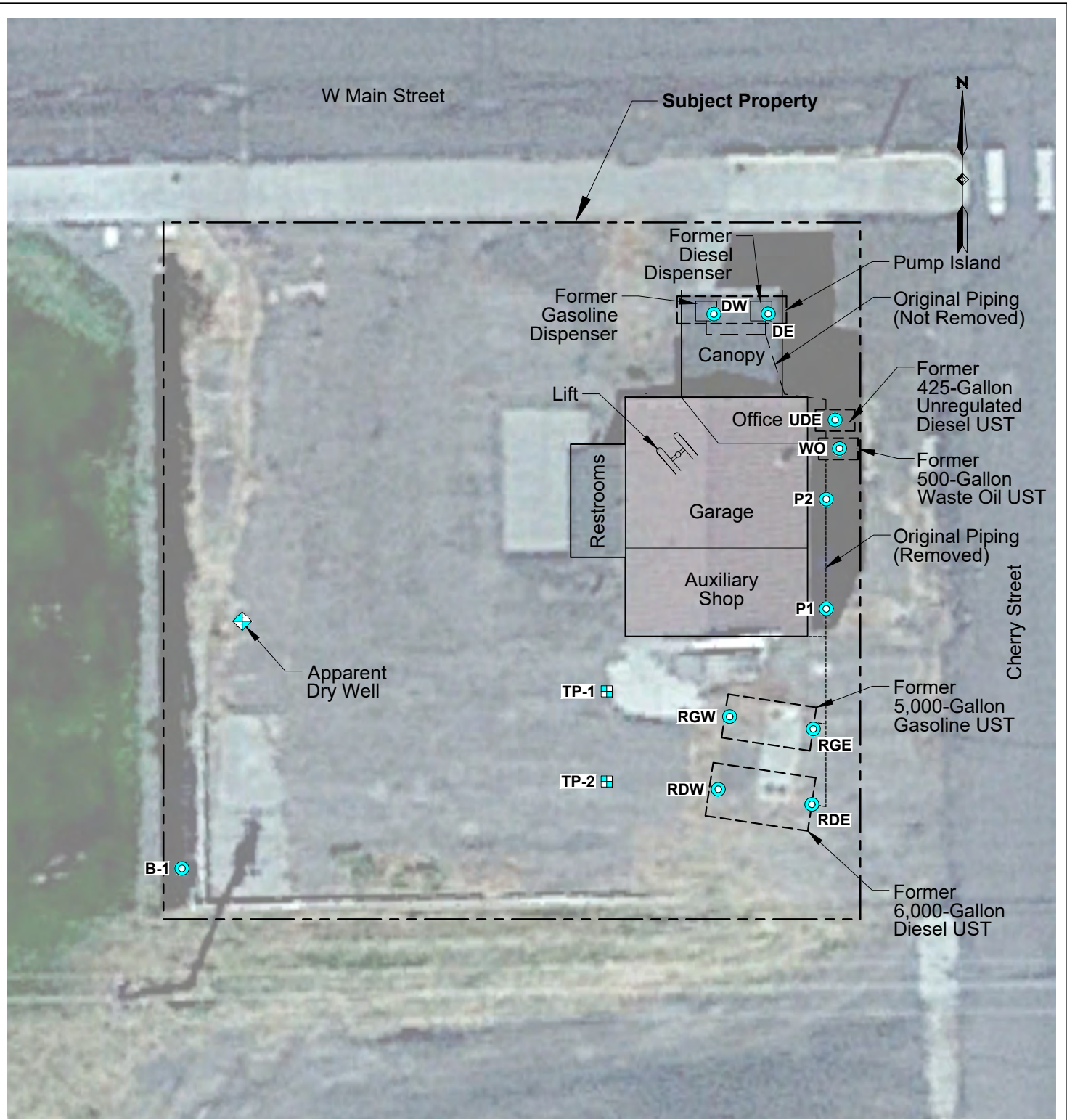
Ione North and South, Oregon

United States Geological Survey
 7.5 Minute Series Topographic Map
 Contour Interval: 20 feet
 Scale: 1 inch = 24,000 feet
 Date: 2020

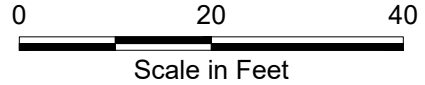


OREGON

<h2>Site Location Map</h2> <p>Ione Gas Site Specific Assessment (SSA) 320 West Main Street Ione, Oregon</p>						
<p>APEX</p>	Apex Companies, LLC 15618 SW 72nd Avenue Tigard, Oregon 97224		Project Number: 32-23006039	Drawn: JP	Approved: SM	Figure <h1 style="font-size: 2em;">1</h1>
			July 2023			



NOTE: Base map prepared from Google Earth Pro Imagery. Aerial dated 8-12-2022. All location and features are approximate.



Legend:

- P1** Soil Sample Location
- TP-1** Test Pit Location

<h2>Site Plan</h2>				
lone Gas Site Specific Assessment (SSA)				
320 West Main Street				
lone, Oregon				
 Apex Companies, LLC 15618 SW 72nd Avenue Tigard, Oregon 97224	Project Number: 32-23006039	Drawn: JP	Approved: SM	Figure 2
	July 2023			

I:\Client\DEQ\Oregon\32-23006039 lone (Former) Gas\SSA Report\32-23006039 02 (Site Plan).dwg Modified 6/29/2023 by JPoore

Appendix A

Photograph Log

PHOTOGRAPH LOG

Project Name: Lone Gas Site
Project Number: 23006039

Client: Oregon DEQ
Location: Lone, OR



Photo No: 1	
Photo Date: May 15, 2023	
Orientation: West	
Description: Exposing regulated diesel and gasoline USTs on south side of Site	

Photo No: 2	
Photo Date: May 16, 2023	
Orientation: North	
Description: Fuel and vent lines exposed on east side of building, parallel to Cherry Street	

PHOTOGRAPH LOG

Project Name: Lone Gas Site
Project Number: 23006039

Client: Oregon DEQ
Location: Lone, OR



Photo No: 3	
Photo Date: May 16, 2023	
Orientation: Southeast	
Description: Exposed regulated USTs. Contractor cutting hole for inerting UST prior to removal.	


Photo No: 4	
Photo Date: May 16, 2023	
Orientation: North	
Description: Removal of 6,000-gallon diesel UST.	

PHOTOGRAPH LOG

Project Name: Lone Gas Site
Project Number: 23006039

Client: Oregon DEQ
Location: Lone, OR

Photo No: 5	
Photo Date: May 16, 2023	
Orientation: West	
Description: Removal of 5,000-gallon gasoline UST	

Photo No: 6	
Photo Date: May 17, 2023	
Orientation: West	
Description: Regulated UST cavity after UST removal. Small amount of liquid in base of excavation is from precipitation. Water (approximately 30-gallons) was pumped out and did not return	

PHOTOGRAPH LOG

Project Name: Lone Gas Site
Project Number: 23006039

Client: Oregon DEQ
Location: lone, OR



Photo No: 6	
Photo Date: May 16, 2023	
Orientation: South	
Description: Removal of unregulated 500-gallon waste oil UST. Liquid in base of UST cavity is UST residual rinse water that leaked out of UST as it was being removed.	

Photo No: 7	
Photo Date: May 16, 2023	
Orientation: NA	
Description: Photo shows significant corrosion on 500-gallon waste oil UST with holes being pointed out.	

PHOTOGRAPH LOG

Project Name: Lone Gas Site
Project Number: 23006039

Client: Oregon DEQ
Location: lone, OR



Photo No: 8	
Photo Date: May 16, 2023	
Orientation: North	
Description: Removal of unregulated 425-gallon diesel UST.	

Photo No: 9	
Photo Date: May 17, 2023	
Orientation: North	
Description: Removal of fuel dispenser and hand augering below dispenser for soil sample collection.	

PHOTOGRAPH LOG

Project Name: Lone Gas Site
Project Number: 23006039

Client: Oregon DEQ
Location: Lone, OR


Photo No: 10	
Photo Date: May 18, 2023	
Orientation: South	
Description: Unregulated UST (cavity partially backfilled), piping trench and east end of regulated UST excavation (in background)	

Photo No: 11	
Photo Date: May 18, 2023	
Orientation: Southwest	
Description: Backfilling regulated UST cavity with clean soil excavated during UST removal.	

PHOTOGRAPH LOG

Project Name: Lone Gas Site
Project Number: 23006039

Client: Oregon DEQ
Location: lone, OR


Photo No: 12	
Photo Date: May 18, 2023	
Orientation: South	
Description: Backfilling and compacting upper portion of unregulated UST and piping trench with gravel.	 <p>Galaxy S23</p>

Photo No: 13	
Photo Date: May 18, 2023	
Orientation: Southwest	
Description: Backfilling upper portion of regulated UST cavity with gravel.	 <p>Galaxy S23</p>

PHOTOGRAPH LOG

Project Name: Lone Gas Site
Project Number: 23006039

Client: Oregon DEQ
Location: lone, OR



Photo No: 14	 <p>A yellow excavator is positioned on a dirt area, likely a construction site. The excavator is facing away from the camera, with its arm raised. To the right, there is a large, light-colored metal building with a white door. In the background, there are other buildings and utility poles under a clear blue sky. The ground is uneven and appears to be recently graded or excavated. A small watermark 'Galaxy S23' is visible in the bottom left corner of the photo.</p>
Photo Date: May 18, 2023	
Orientation: Southwest	
Description: Finish grading the UST cavity and piping trench.	

Photo No: 15	 <p>A close-up view of a deep, circular excavation pit. The pit is filled with dark, moist soil. The edges of the pit are uneven and show signs of being recently dug. There are some rocks and debris scattered around the perimeter of the pit. The lighting is bright, suggesting it is daytime.</p>
Photo Date: May 18, 2023	
Orientation: East	
Description: Excavation of test pit TP-1 (typical).	

PHOTOGRAPH LOG

Project Name: Ione Gas Site
Project Number: 23006039

Client: Oregon DEQ
Location: Ione, OR


Photo No: 16	
Photo Date: May 18, 2023	
Orientation: West	
Description: Hand augering borehole B-1 on southwest corner of Site. .	

Photo No: 17	
Photo Date: May 18, 2023	
Orientation: Northwest	
Description: Loading regulated USTs for offsite recycling.	

Appendix B

Disposal and Recycling Documentation



2 June 2023

Mr. Steve Misner
Apex Companies, LLC
15618 SW 72nd Avenue
Tigard, Oregon
97224

Re: Tank Content Disposal Status for the Commercial Property Located at
320 W. Main Street in Lone, Morrow County, Oregon
Oregon DEQ LUST File Number: 25-23-0327; 3 Kings Project Number: 223044

Mr. Misner:

3 Kings Environmental Inc. (3 Kings) has completed an Underground Storage Tank (UST) decommissioning project at the commercial property located at 320 W. Main Street in Lone, Morrow County, Oregon ("subject site"). A total of 1,000 gallons of gasoline, diesel and petroleum-impacted water were identified and removed from USTs at the subject site. Approximately 800 gallons of petroleum and water were pumped out via vacuum truck supplied by River City Environmental, Inc. and transported to Oil Re-Refining Company (ORRCO) in Portland, Oregon for disposal/recycling. In addition, 3 Kings utilized a pneumatic pump to remove an additional 200 gallons of petroleum and water from the tanks into four 55-gallon drums for temporary storage and transport to the 3 Kings Shop in Battle Ground, Washington for eventual collection by ORRCO or Patriot Environmental.

Please let this letter serve as disposal documentation for the tank contents removed during the UST decommissioning project completed at the subject site. Feel free to contact me with questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brett MacDonald', with a large, stylized flourish at the end.

Brett MacDonald
3 Kings Environmental, Inc.



Patriot Environmental Services
 1250 E 23rd St
 Signal Hill, CA, 90755
 Phone: 562-436-2614

INVOICE

Job Number: 0026-23-00126
 Invoice Nbr: 26-23-00126-2
 Date: 06/21/23
 Due Date: 07/21/23
 Customer ID: 1000003802

BILL TO:	JOB LOCATION:
3 King Environmental, Inc PO Box 280 Battle Ground, WA 98604	3 KINGS SHOP 1205 GRACE AVENUE Battle Ground, WA 98604

CUSTOMER REF. NBR.	TERMS	CONTACT
PUMP TANK	Pay in 30 day(s)	

Date	ITEM	QTY.	UOM	UNIT PRICE	Amount
06/21/23	TRANS-HOUR: TRANSPORTATION BY THE HOUR - RUSSELL (P10 - 2821)	5.00	HOUR		
06/21/23	DISP-GAL: 148718 - 456628 OILY WATER	1,786.00	EA		
06/21/23	DISP-TON: 148718 - 456628 OILY WATER	0.52	TON		

NOTE: Payments made after the Due Date will be subject to a service fee of 1.5% per month.

Please Make Checks Payable & Remit To:
 Patriot Environmental Services, Inc.
 P.O. Box 1091
 Long Beach, CA 90801
 www.patriotenvironmental.com

Sales Total: 1
 Fuel, Energy, Insurance Surcharge: 0.00
 Discount Total: 0.00
 Total (USD):

RIVER CITY

ENVIRONMENTAL INC.



24 Hour Service 7 Days A Week

River City Environmental, Inc.
P. O. Box 30087
Portland, OR 97294

Phone: 503-252-6144

BILL TO
3 Kings Environmental
PO Box 280
Battle Ground, WA 986040280 USA

MAY 17 2023

INVOICE 324853942	INVOICE DATE May 16, 2023
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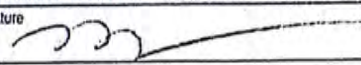
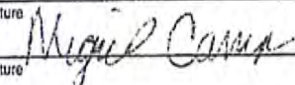
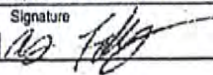
JOB ADDRESS
3 kings- IONE Gas Station
320 West Main Street
Ione, OR 97843 USA

Completed Date: 5/16/2023
Technician: Miguel Campos
Customer PO: 22019-351
Payment Term: Net 10
Due Date: 5/26/2023

TASK	DESCRIPTION	QTY	PRICE	TOTAL
C1VACIND	Vacuum Truck Service	8.50		
C1RCRPW	Pressure Washer	1.00		
Manifest Required	Manifest Required	1.00		
ENVFEE10	10% Environmental Fee	1.00		

Materials

MATERIAL	DESCRIPTION	QUANTITY	YOUR PRICE	YOUR TOTAL
ORRCO - Oily Solids	ORRCO - Disposal Fees - Oily Solids - Gallons	100.00		
ORRCO - Wastewater	ORRCO - Wastewater Disposal Fees - Gallons	700.00		
XRF Analysis Testing	XRF Analysis Testing	1.00		
PES- Wash Out	ORRCO truck Wash Out Fee	1.00		

NON-HAZARDOUS WASTE MANIFEST	1. Generator ID Number CESQG	2. Page 1 of 1	3. Emergency Response Phone 503-252-6144	4. Waste Tracking Number IONE-1
	5. Generator's Name and Mailing Address Morrow County PO BOX 887 Hesperia OR 97838		Generator's Site Address (if different than mailing address) Morrow County 320 Main Street Ione OR 97843	
6. Transporter 1 Company Name River City Environmental		U.S. EPA ID Number CESQG		
7. Transporter 2 Company Name		U.S. EPA ID Number		
8. Designated Facility Name and Site Address OR Re-Refining Company (ORRCO) 4160 N Suttie Ave Portland OR 97217		U.S. EPA ID Number OR0009027343		
9. Waste Shipping Name and Description		10. Containers		11. Total Quantity
		No.	Type	12. Unit Wt./Vol.
1. Non-RCRA, non-DOT (Diesel fuel water mixture from UST)		001	TT	800 G
2.				
3.				
4.				
13. Special Handling Instructions and Additional Information Wt#: 324853942 POF#: 22019-351 Truck#: 522 Disposal ticket#:				
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.				
Generator's/Offoror's Printed/Typed Name Randy Light on behalf of Morrow Co				Signature 
				Month Day Year 5 | 1 | 23
15. International Shipments: <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____				
16. Transporter Acknowledgment of Receipt of Materials				
Transporter 1 Printed/Typed Name Miguel Campos				Signature 
				Month Day Year 5 | 16 | 23
17. Discrepancy				
17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection				
Manifest Reference Number: _____				
17b. Alternate Facility (or Generator)				U.S. EPA ID Number
Facility's Phone: _____				
17c. Signature of Alternate Facility (or Generator)				Month Day Year
18. Designated Facility Owner or Operator. Certification of receipt of materials covered by the manifest except as noted in Item 17a				
Printed/Typed Name Alex Foley				Signature 
				Month Day Year



2 June 2023

Mr. Steve Misner
Apex Companies, LLC
15618 SW 72nd Avenue
Tigard, Oregon
97224

Re: Tank Shell Disposal Status for the Commercial Property Located at
320 W. Main Street in Lone, Morrow County, Oregon
Oregon DEQ LUST File Number: 25-23-0327; 3 Kings Project Number: 223044

Mr. Misner:

3 Kings Environmental Inc. (3 Kings) has completed an Underground Storage Tank (UST) decommissioning project at the commercial property located at 320 W. Main Street in Lone, Morrow County, Oregon ("subject site"). Four tank shells were removed from the ground, cleaned and loaded onto flatbed trailers for transport to RS Davis Recycling in Umatilla, Oregon for disposal. A receipt is included with this letter.

Please let this letter serve as disposal documentation for the decommissioned tank shells removed during the UST decommissioning project completed at the subject site. Feel free to contact me with questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brett MacDonald', with a large, circular flourish at the end.

Brett MacDonald
3 Kings Environmental, Inc.

Trans#	Tran-Date	Description	Gross	Tare	Net	DEDUCT	Price / UM	Amount
1552272	05/19/2023	SHEARABLE UNPREPARED	56660	43580	13,080	0	170.00 / NT	1,111.80

Vendor: 3 KINGS ENVIRONMENTAL, INC.

PNW METAL RECYCLING, INC.
DBA: R.S. DAVIS RECYCLING
30698 STURGIS RD
HERMISTON, OR 97838
541-567-9167

SCALE RECEIVER

******RECEIVING HOURS******
MON-FRI 8:00 AM TO 4:00 PM

MAY 26 2023

Account: 3 KINGS ENVIRONMENTAL, INC.
PO BOX 280

BATTLE GROUND WA 98604

x _____
Initials

Recv Date: 05/19/2023
Receiver #: 1552272
Control #: 1552272
TIME IN: 08:17
TIME OUT: 09:33
Contract:

Commodity Description	Gross	Tare	Deduct	Net	Price	UM	Amount
SHEARABLE UNPREPARED	56,660	43,580	0	13,080	170.00 / NT		1,111.80
			Totals	13,080			1,111.80

PAYMENT

Scale Chec WFC 111797
Memo: IONE STATION PROJECT

Reason: _____

REFERENCE/JOB #:

DECLARATION OF SELLER

I AFFIRM BY MY SIGNATURE THAT UNDER PENALTY OF LAW THAT THE INFORMATION I PROVIDED AND REFLECTED ON THIS FORM IS TRUE AND ACCURATE.

And I, the undersigned, hereby declare that the property that is subject to this transaction is not, to the best of my knowledge, stolen property. I understand that this statement is made under penalty of perjury and may be used as evidence in court. I also certify that all refrigerant (including but not limited to chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), and hydrofluorocarbons (HFCs), as defined in 40 CFR Part 82, Subpart F, pursuant to the Clean Air Act Amendments,) that has not leaked previously has been properly recovered prior to delivery. Seller further agrees to hold PNW Metal Recycling harmless from any claim, penalty, fine, fee, cost, attorney's fees, or other liability resulting in whole or in part from seller's breach of this

Employee's signature: _____

Accepted by: _____

Date: _____

KH

Miller & Sons, Inc.
 P.O. Box 650
 Heppner, Or 97836

Statement

DATE
5/31/2023

BILL TO:
 3 KINGS ENVIRONMENTAL
 PO BOX 280
 BATTLEGROUND, WA 98604

JUN 14 2023

None
 223044. (2).1

AMOUNT DUE	AMOUNT ENC.

DATE	DESCRIPTION				AMOUNT	BALANCE
04/30/2023	Balance forward					0.00
05/19/2023	INV #E14691.					
CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	+ 91 DAYS	AMOUNT DUE	
0.00	4,441.48	0.00	0.00	0.00		

*Due upon receipt.
 Thank you for your valued business!!
 We appreciate you!!*

Miller & Sons Excavating

DATE _____ TRUCK # _____

CUSTOMER Kings

ADDRESS _____

PRODUCT 3/4"

NET WEIGHT 14,95 # 14571

1991 16
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2100 16

Miller & Sons Excavating

DATE _____ TRUCK # 11

CUSTOMER 3 Kings

ADDRESS Toupe

PRODUCT 3/4"

NET WEIGHT 70.86 # 1103



REMIT TO:
 FINLEY BUTTES LANDFILL
 A WASTE CONNECTIONS COMPANY
 PO BOX 350
 BOARDMAN, OR 97818
 541-481-2233

Date	Account Number
05/31/2023	2050-10182
Invoice Number	INVOICE TOTAL
10863 <i>A</i>	-
AMOUNT DUE	PAYMENT DUE
	Upon Receipt

BILL TO:

3 Kings Environmental, Inc.
~~32023-011~~
~~32023-012~~
 BATTLE GROUND, WA 98604

LATE PAYMENT MAY RESULT IN AN INTERRUPTION OF SERVICE.
 PAST DUE INVOICES MAY BE SUBJECT TO A LATE CHARGE
 FOR EACH MONTH OR PART THEREOF THAT THE INVOICE IS
 PAST DUE.

Done
 223044. (2).1

DATE	TICKET	MANIFEST	PO#	CONTAINER	TON/YARD	DESCRIPTION	DOLLARS
05/04/2023	6878				1.00	Payment-Thank Y	
Balance Forward:							\$0.00
05/16/2023	541665	FB-23-78		52050 3KINGS DMP TRK	17.45	Contaminated So	
05/16/2023	541671	FB-22-80	32023.109	36-52036 3 KINGS	17.59	Asbestos - Fria	
05/17/2023	541729	FB-22-80	3 KINGS CALDWELL PROP	3 KINGS 36	20.24	Asbestos - Fria	
05/17/2023	541848	FB-22-80	CALDWELL PROPERTY	3 KINGS 36	16.59	Asbestos - Fria	
05/17/2023	6919	FB-23-78		SW APP FEE	1.00	SWA APP	
05/18/2023	541927	FB-23-78		52050 3 KINGS DUMP TRK	20.20	Contaminated So	
05/18/2023	541965	FB-23-78		52050 3 LINGS DMP TRK	19.06	Contaminated So	
05/18/2023	541981	FB-23-78		MILLER AND SONS 011 DM	15.67	Contaminated So	
05/18/2023	541996	FB-23-78		3 KINGS 50250 DMP TRK	19.41	Contaminated So	
05/18/2023	542013	FB-22-80	CALDWELL PROPERTY	3 KINGS 36	8.15	Asbestos - Fria	
Total Units: 155.36							Invoice Total
Total Balance Due							

INVOICE AGING

0 - 30 Days	31 - 60 Days	61 - 90 Days	Over 90 Days	Total
	\$0.00	\$0.00	\$0.00	

Miller & Sons Excavating

DATE _____ TRUCK # 11

CUSTOMER F Kurps

ADDRESS Stone

PRODUCT 3/4 -

NET WEIGHT 3 # 14585

EQ NO: 11 Ticket# 1246
GROSS 73400 lb
NEW TARE 73200 lb
NET 200 lb
TIME 07:47 AM 16 MAY 2003

Miller & Sons Excavating

DATE _____ TRUCK # 11

CUSTOMER 3 Kevigs

ADDRESS Jane

PRODUCT 3/4-

NET WEIGHT _____ # 14586

QTY 11 Ticket# 7245
GROSS 58940 lb
TARE 7227 lb
NET 51713 lb
3.41 00 3023

Miller & Sons Excavating

DATE _____ TRUCK # 11 _____

CUSTOMER 3 Kings _____

ADDRESS ~~9~~ Lone _____

PRODUCT 3/4 _____

NET WEIGHT _____ # 14589 _____

Ticket# 7247
56820 lb
29220 lb
27700 lb
18 May 2021

Miller & Sons Excavating

DATE _____ TRUCK # 11

CUSTOMER 3 Kings

ADDRESS Tone

PRODUCT 3/4

NET WEIGHT _____ # 14590

Scale # 1248
55460 lb
28220 lb
26740 lb
4:21 PM 18 MAY 2023

Miller & Sons Excavating

DATE _____ TRUCK # 11

CUSTOMER 3 Kings

ADDRESS Tone

PRODUCT 3/4

NET WEIGHT _____ # 14592

W 11 Ticket# 7249
GROSS 60140 lb
TARE 29220 lb
NET 30920 lb
TIME 02:21 PM 18 MAY 2023

Miller & Sons Excavating

DATE 5/17/27 TRUCK # 3 King 52046

CUSTOMER 3 Kings

ADDRESS Brake Ground work

PRODUCT 7

NET WEIGHT 40900 # 14584

11260
30960

~~40900~~

30960

Miller & Sons Excavating

DATE 2/18/23 TRUCK # 30030

CUSTOMER S King

ADDRESS 1246 Crown WWA

PRODUCT g

NET WEIGHT 40700 # 1000

71300
TAY 30740

40700

Miller & Sons Excavating

DATE _____ TRUCK # 11

CUSTOMER 3 Kings

ADDRESS Fone

PRODUCT 3/4

NET WEIGHT _____ # 14588

Gross 60,700

Tare 29,220

Net 31,480

Finley Buttes Regional Landfill
FINLEY BUTTES REGIONAL LANDFIL
P.O. Box 350
BOARDMAN, OR 97818

010182
3 Kings Environmental, Inc.
32023.011
32023.012
BATTLE GROUND WA 98604

Site 01
Ticket 00541665
Date In 05/16/23
Time In 13:02:23
Date Out 05/16/23
Time Out 13:02:23

SANDRA
Origin MORROW

Ref. 52050
Grid

DESCRIPTION

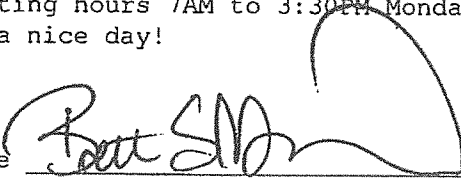
Manual Gross Wt.	65920LB	Vehicle FB-23-78	
Manual Tare Wt.	31020LB	Roll-Off	
Net Wt.	34900LB	TON	17.45

Contaminated Soil per TON

SW#
PO #
CONTAINER# 52050 3KINGS DMP TRK

Operating hours 7AM to 3:30PM Monday thru Friday.
Have a nice day!

Signature



223044-1 one Site

①

Finley Buttes Regional Landfill
FINLEY BUTTES REGIONAL LANDFIL
P.O. Box 350
BOARDMAN, OR 97818

** DUPLICATE TICKET reprinted by SCOASH at 13:50:48 on 06/05/2023 **
010182 Site 02
3 Kings Environmental, Inc. Ticket 00006919
~~32003-012~~ Date In 05/17/23
~~32003-012~~ Time In 13:24:05
BATTLE GROUND WA 98604 Date Out 05/17/23
Time Out 13:24:05

SANDRA COASH
Origin MORROW

Ref. SWA FEE
Grid

DESCRIPTION

Stored Gross Wt.	OLB	Vehicle FB-23-78	
Stored Tare Wt.	OLB	Roll-Off	
Net Wt.	OLB	TON	0.00

SWA APP

SW#
PO #
CONTAINER# SW APP FEE

Operating hours 7AM to 3:30PM Monday thru Friday.
Have a nice day!

Signature _____

Finley Buttes Regional Landfill
FINLEY BUTTES REGIONAL LANDFIL
P.O. Box 350
BOARDMAN, OR 97818

010182
3 Kings Environmental, Inc.
32023.011
32023.012
BATTLE GROUND WA 98604

Site 01
Ticket 00541927
Date In 05/18/23
Time In 08:37:06
Date Out 05/18/23
Time Out 09:00:56

RACHELLE
Origin MORROW

Ref. 52050
Grid

DESCRIPTION

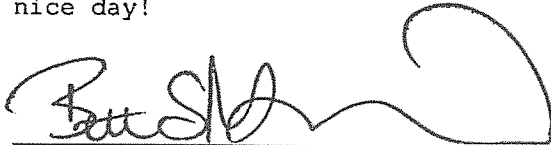
Scale 1 Gross Wt.	71260LB	Vehicle FB-23-78	
Scale 2 Tare Wt.	30860LB	Roll-Off	
Net Wt.	40400LB	TON	20.20

Contaminated Soil per TON

SW#
PO #
CONTAINER# 52050 3 KINGS DUMP TRK

Operating hours 7AM to 3:30PM Monday thru Friday.
Have a nice day!

Signature



223044 - low Site
②

Finley Buttes Regional Landfill
FINLEY BUTTES REGIONAL LANDFIL
P.O. Box 350
BOARDMAN, OR 97818

010182
3 Kings Environmental, Inc.
32023.011
32023.012
BATTLE GROUND WA 98604

Site 01
Ticket 00541965
Date In 05/18/23
Time In 10:33:58
Date Out 05/18/23
Time Out 10:50:23

RACHELLE
Origin MORROW

Ref. 52050
Grid

DESCRIPTION

Scale 1 Gross Wt.	68880LB	Vehicle FB-23-78	
Scale 2 Tare Wt.	30760LB	Roll-Off	
Net Wt.	38120LB	TON	19.06

Contaminated Soil per TON

SW#
PO #
CONTAINER# 52050 3 LINGS DMP TRK

Operating hours 7AM to 3:30PM Monday thru Friday.
Have a nice day!

Signature



223044- 1one Site
③

Finley Buttes Regional Landfill
FINLEY BUTTES REGIONAL LANDFIL
P.O. Box 350
BOARDMAN, OR 97818

010182
3 Kings Environmental, Inc.
32023.011
32023.012
BATTLE GROUND WA 98604

Site 01
Ticket 00541981
Date In 05/18/23
Time In 11:27:24
Date Out 05/18/23
Time Out 11:36:50

SANDRA
Origin MORROW

Ref. MILLER 011
Grid

DESCRIPTION


Scale 1 Gross Wt.	59880LB	Vehicle FB-23-78	
Scale 2 Tare Wt.	28540LB	Roll-Off	
Net Wt.	31340LB	TON	15.67

Contaminated Soil per TON

SW#
PO #
CONTAINER# MILLER AND SONS 011 DMP TRK

Operating hours 7AM to 3:30PM Monday thru Friday.
Have a nice day!

Signature



223044- lone Site

(4)

Finley Buttes Regional Landfill
FINLEY BUTTES REGIONAL LANDFIL
P.O. Box 350
BOARDMAN, OR 97818

010182
3 Kings Environmental, Inc.
32023.011
32023.012
BATTLE GROUND WA 98604

Site 01
Ticket 00541996
Date In 05/18/23
Time In 12:13:27
Date Out 05/18/23
Time Out 12:30:14

RACHELLE
Origin MORROW

Ref. 50250
Grid

DESCRIPTION

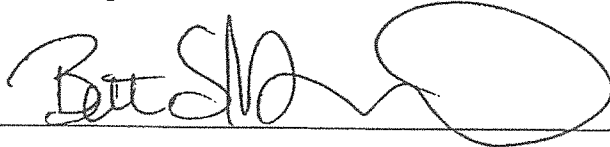
Scale 1 Gross Wt.	69460LB	Vehicle FB-23-78	
Scale 2 Tare Wt.	30640LB	Roll-Off	
Net Wt.	38820LB	TON	19.41

Contaminated Soil per TON

SW#
PO #
CONTAINER# 3 KINGS 50250 DMP TRK

Operating hours 7AM to 3:30PM Monday thru Friday.
Have a nice day!

Signature



223044-lone Site
(5)

Appendix C

Laboratory Analytical Reports and QA/Q

Appendix C – QA/QC Review

This appendix documents the results of a quality assurance/quality control (QA/QC) review of the analytical data for soil samples collected as part of the Site Specific Assessment at the Lone Gas Site in Lone, Oregon. Samples were analyzed by Pace Analytical National of Mount Juliet, Tennessee. Copies of the analytical laboratory reports are included in this appendix, referenced as follows:

Laboratory Report	Date Reported
L1618553	May 30, 2023
L1619247	May 26, 2023
L1621038	June 6, 2023
L1620468	June 6, 2023

1.0 Analytical Methods

Chemical analyses soil included in this QA/QC Review consisted of the following:

- Total petroleum hydrocarbon (TPH) identification by Northwest Method NWTPH-HCID;
- TPH as gasoline (TPH-G) by Northwest Method NWTPH-Gx;
- TPH as diesel (TPH-D) and residual range (TPH-O) with silica gel cleanup by Northwest Method NWTPH-Dx;
- Volatile organic compounds (VOCs) by U.S. Environmental Protection Agency (EPA) Method 8260D;
- Polycyclic aromatic hydrocarbons (PAHs) by EPA Method 8270E-SIM;
- Lead, cadmium, and chromium by EPA Method 6020B; and
- Polychlorinated biphenyls (PCBs) by EPA Method 8082A.

2.0 Data Validation

The QA/QC review included examination and validation of the laboratory data packages for the following:

- Analytical preparation and quantitation methods;
- Analytical method holding times;
- Sample handling;
- Chain of custody procedures;
- Detection and reporting limits;
- Method blank detections;
- Laboratory control samples, matrix spikes, and surrogates to assess accuracy; and
- Laboratory control sample duplicates and matrix spike duplicates.

Appendix C – QA/QC Review

The QA/QC review did not include a review of raw data.

This QA/QC review documents the relationship between analytical findings and data quality objectives based on precision and accuracy. It also summarizes possible error or bias and the effect on data quality and usability.

The laboratory quality control (QC) samples provided in data packages were used to evaluate laboratory contamination or background interferences, sample preparation efficiency and instrumentation performance. The QC samples provided by the analytical laboratory include method blanks, laboratory control samples (LCS/LCSD), and matrix spikes (MS/MSD). Surrogates are also required for VOC, TPH-G, TPH-D, TPH-O, PAH, and PCB analysis to assess sample preparation efficiency and matrix interferences.

2.1 Data Qualifiers

Any data that is found to have possible bias or error was qualified and flagged. The following are definitions of qualifiers used in this data quality report and data tables.

J	Result is an estimated value.
J+	Result is an estimated value and may be biased high.
J-	Results is an estimated value and may be biased low.
UJ	The not detected result is estimated at the reporting limit.

3.0 Data Quality Assurance Review

The general QA objectives for this project were to develop and implement procedures for obtaining, evaluating, and confirming the usability of data of a specified quality. To collect such information, analytical data must have an appropriate degree of accuracy and reproducibility, samples collected must be representative of actual field conditions, and samples must be collected and analyzed using unbroken chain of custody procedures.

Reporting limits and analytical results were compared to cleanup and screening levels for each parameter in the matrix of concern. Precision, accuracy, completeness, and comparability parameters used to indicate data quality are discussed below.

3.1 Reporting Limits

Reporting limits are the lowest concentration an instrument is capable of accurately detecting an analyte. Reporting limits are determined by the laboratory and are based on instrumentation capabilities, the matrix of field samples, sample preparation procedures, and EPA suggested reporting limits.

Appendix C – QA/QC Review

The reporting limits were consistent with method standards and were generally below applicable screening level values. Several analytes were identified by the laboratory at concentrations that were between the laboratory minimum reporting limit (MRL) and the method detection limit (MDL). These concentrations are estimated values and have been 'J' flagged accordingly.

3.2 Holding Times and Sample Receipt

The holding time is the minimum amount of time the sample can be stored before analytes start to degrade and are not representative of initial sampling concentrations. Holding times are defined by analytical methods and samples were analyzed within the method specified holding time with the following exceptions.

- TPH-D and TPH-O were extracted one day outside of the 14-day holding time for soil samples RGW, RGE, RDW, RDE, and UDE. Results should be considered estimated and biased low. Detections are 'J-' flagged and not detected results are 'UJ' flagged.
- PAHs were extracted one day outside of the 14-day holding time for soil samples RGW, RGE, RDW, RDE, and UDE. Results should be considered estimated and biased low. Detections are 'J-' flagged and not detected results are 'UJ' flagged.

The integrity of the samples received by the laboratory was documented by the Pace Analytical *Sample Receipt Checklist* or *Cooler Receipt Form*, which ensures that samples are representative of the field and were not compromised during shipment. The soil containers were received by the analytical laboratory on ice below 6 degrees Celsius (°C) and all containers were intact and unbroken. The chain of custody followed an unbroken procedure and was relinquished by the Apex Companies sampler and received by the analytical laboratory as indicated by signatures. The sample ID, collection time and requested analyses were all clearly and properly filled in by the Apex Companies sampler.

3.3 Method Blanks

A method – or laboratory – blank is a sample prepared in the laboratory along with the actual samples and analyzed for the same parameters at the same time. It is used to assess if detected compounds may have been the result of contamination or background levels in the laboratory.

Lead was detected in the method blank of analytical batch WG2065195 (laboratory report L1618553). Laboratory contamination is not suspected to have significantly contributed to sample concentrations since the associated lead result for soil sample WO is more than ten times the method blank concentration. Results are accepted and not flagged.

Naphthalene and 2-methylnaphthalene were detected in the method blank of analytical batch WG2064941 (laboratory report L1618553). Laboratory contamination is not suspected to have significantly contributed to

Appendix C – QA/QC Review

sample concentrations since the associated results for soil sample WO are more than ten times the method blank concentration. Results are accepted and not flagged.

Styrene was detected in the method blank of analytical batch WG2068668 (laboratory reports L1621038 and L1620468). Laboratory contamination is not suspected to have contributed to sample concentrations since styrene was not detected for the associated soil results.

3.6 Accuracy

Accuracy is assessed through the comparison of analytes of known concentration to concentrations determined analytically. A percent recovery is calculated from the analytical concentration to the known concentration of analyte, which must be within control limits established by methods. If the percent recovery is outside of control limits, then data might be compromised. The analytical laboratory will provide quality control samples and surrogates to help determine the accuracy of the data provided. These quality control samples and surrogates are discussed below.

3.6.1 Laboratory Control Samples

Laboratory control samples (LCS) and laboratory control duplicate samples (LCSD) were analyzed by the laboratory to assess the analytical methods. One set of LCS and LCSDs were analyzed per analytical batch. The samples were prepared from an analyte-free matrix that is then spiked with known levels of constituents of interest (COI; i.e. a standard). The concentrations were measured, and the results compared to the known spiked levels. This comparison is expressed as percent recovery. Constituents were within recovery limits with the following exceptions.

Chloromethane was recovered above the upper control limit for analytical batch WG2066180 (laboratory report L1618553). Chloromethane was not detected in the associated soil samples and results are not flagged.

3.6.2 Matrix Samples

A matrix spike QC sample is used to assess the performance of the analytical method by determining potential matrix interferences. Matrix spike (MS) and matrix spike duplicate (MSD) analyses are performed on one environmental sample per analytical batch. A matrix spike sample uses an environmental sample that is spiked with known concentrations of analytes of interest. The matrix spike is then prepared and analyzed with the same analytical procedures as environmental samples in the analytical batch. The resulting concentration of the matrix spike is then compared to the known – or true – values added to the non-spiked environmental sample concentration. This comparison is expressed as a percent recovery.

Appendix C – QA/QC Review

Multiple VOCs were recovered above the upper control limit for analytical batch WG2066180; however, the source for the matrix was from a sample not associated with report L1618553 and results are accepted based on analyte recoveries of the batch LCS/LCSD.

Diesel (C12-C24) by NWTPH-HCID was recovered below the lower control limit for analytical batch WG2066274. The source matrix used was soil sample RGE and the diesel (C12-C24) result for RGE is 'J' flagged as an estimated value due to potential matrix interferences.

Multiple PAHs were recovered outside of the control limit for analytical batch WG2066180; however, the source for the matrix was from a sample not associated with report L1620468 and results are accepted based on analyte recoveries of the batch LCS.

3.6.3 Surrogates

Surrogates are organic compounds that are similar in chemical composition to the analytes of interest but are not likely to be found in the environment. They are spiked into environmental and batch QC samples prior to sample preparation and analysis. Surrogate recoveries for environmental samples are used to evaluate matrix interference and sample preparation and analysis efficiency on a sample-specific basis. Surrogates were recovered within control limits with the following exceptions.

For TPH-D and TPH-O analysis of soil sample WO, the surrogate was recovered outside of the control limit due to dilutions performed on the sample. Results are considered estimated and 'J' flagged.

The surrogate nitrobenzene-d5 was not recovered for the PAH analysis of soil samples WO and P1 due to matrix interferences and dilution. Nitrobenzene-d5 is a lighter semi-volatile organic compound (SVOC) and represents naphthalene, 2-methylnaphthalene, and 1-methylnaphthalene, based on retention times and base/neutral characteristics. These results are estimated and may be biased low with a 'J-' flag.

For VOC analysis of soil sample RDW, the surrogate 4-bromofluorobenzene was recovered above the upper control limit. Detected VOCs that are represented by 4-bromofluorobenzene may be biased high, which includes 1,2,4-trimethylbenzene, p-isopropyltoluene, ethylbenzene, sec-butylbenzene, and xylenes. These results are 'J+' flagged as estimated values that may be biased high.

3.7 Precision

Precision is measured by how close concentrations of duplicate analyses are to each other. These duplicate analyses are of separate aliquots of the same sample that are prepared or analyzed at the same (or similar) time. Precision in the field ensures that samples taken are representative of field concentrations. Field precision is demonstrated by field duplicates. Analytical precision is measured by the laboratory through duplicate analysis of samples and quality control samples. Precision is estimated by the relative percent difference (RPD) between the original analysis and the duplicate analysis.

Appendix C – QA/QC Review

3.7.1 Laboratory Control Samples

LCSD analyte concentrations were compared to LCS analyte concentrations to assess the precision of the analytical method. This comparison can be expressed by the relative percent difference (RPD) between the LCS and LCSD samples. An LCSD was analyzed with soil vapor samples but was not included in quality control samples for soil and groundwater analysis. RPD values for LCS/LCSDs were within control limits with the following exceptions.

The RPD for acetone, 1,2,3-trichlorobenzene, 1,2,4-trichlorobenzene, and trichlorotrifluorobenzene exceeded the control limit for analytical batch WG2066180. The associated soil sample WO was not detected for these analytes and results are not flagged.

3.7.2 Matrix Spike Duplicate

Similar to the LCS/LCSD, the analytical batch MS/MSD analyte concentrations are also compared to each other and expressed as an RPD.

The RPD for 1,2,3-trichlorobenzene exceeded the control limit for analytical batch WG2066180. The associated soil sample WO was not detected for these analytes and results are not flagged.

The RPD for diesel (C12-C24) by NWTPH-HCID was outside of the control limit for analytical batch WG2066274. The source matrix used was soil sample RGE and the diesel (C12-C24) result for RGE is 'J' flagged as an estimated value due to potential matrix interferences.

The RPDs for multiple PAHs were outside of the control limit for analytical batch WG2066180; however, the source for the matrix was from a sample not associated with report L1620468 and results are not flagged.

3.8 Additional Quality Control Parameters

3.8.1 Continuing Calibration Verification

The continuing calibration verification for bromoform and styrene responded low. The bromoform and styrene results for soil sample WO may also be biased low and the not detected results are 'UJ' flagged.

4.0 Conclusion

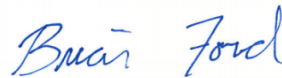
In conclusion, the QA objectives have been met and the data are of sufficient quality for use in this project.

Oregon Dept. of Env. Quality - ODEQ

Sample Delivery Group: L1618553
Samples Received: 05/19/2023
Project Number: 23006039
Description: lone Gas

Report To: Katie Daugherty

Entire Report Reviewed By:



Brian Ford
Project Manager

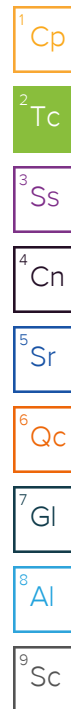
Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by Pace Analytical National is performed per guidance provided in laboratory standard operating procedures ENV-SOP-MTJL-0067 and ENV-SOP-MTJL-0068. Where sampling conducted by the customer, results relate to the accuracy of the information provided, and as the samples are received.

Pace Analytical National

12065 Lebanon Rd Mount Juliet, TN 37122 615-758-5858 800-767-5859 www.pacenational.com

TABLE OF CONTENTS

Cp: Cover Page	1
Tc: Table of Contents	2
Ss: Sample Summary	3
Cn: Case Narrative	5
Sr: Sample Results	6
WO L1618553-01	6
RGW L1618553-02	9
RGE L1618553-03	10
RDW L1618553-04	11
RDE L1618553-05	12
UDE L1618553-06	13
DE L1618553-07	14
DW L1618553-08	15
P1 L1618553-09	16
P2 L1618553-10	17
TP1 L1618553-11	18
TP2 L1618553-12	19
Qc: Quality Control Summary	20
Total Solids by Method 2540 G-2011	20
Metals (ICPMS) by Method 6020B	22
Volatile Organic Compounds (GC/MS) by Method 8260D	23
Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID	30
Polychlorinated Biphenyls (GC) by Method 8082 A	31
Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM	32
Gl: Glossary of Terms	34
Al: Accreditations & Locations	36
Sc: Sample Chain of Custody	37



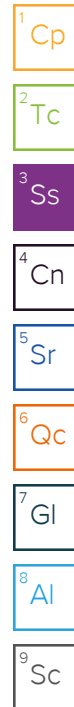
SAMPLE SUMMARY

WO L1618553-01 Solid

Collected by
Collected date/time
Received date/time

05/16/23 17:00 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064413	1	05/22/23 15:19	05/22/23 15:26	KDW	Mt. Juliet, TN
Metals (ICPMS) by Method 6020B	WG2065195	5	05/23/23 15:19	05/23/23 18:05	LD	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260D	WG2066180	8	05/16/23 17:00	05/25/23 03:55	DWR	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260D	WG2066710	200	05/16/23 17:00	05/26/23 03:11	ACG	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT	WG2066274	5	05/25/23 16:10	05/26/23 08:57	JAS	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT	WG2066274	50	05/25/23 16:10	05/26/23 13:24	JAS	Mt. Juliet, TN
Polychlorinated Biphenyls (GC) by Method 8082 A	WG2066707	2	05/23/23 15:19	05/26/23 03:08	HMH	Mt. Juliet, TN
Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM	WG2064941	1	05/23/23 21:40	05/24/23 09:54	DLH	Mt. Juliet, TN
Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM	WG2064941	20	05/23/23 21:40	05/25/23 05:23	DSH	Mt. Juliet, TN



RGW L1618553-02 Solid

Collected by
Collected date/time
Received date/time

05/16/23 15:24 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064413	1	05/22/23 15:19	05/22/23 15:26	KDW	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID	WG2066274	1	05/25/23 16:10	05/26/23 05:58	JAS	Mt. Juliet, TN

RGE L1618553-03 Solid

Collected by
Collected date/time
Received date/time

05/16/23 15:31 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064413	1	05/22/23 15:19	05/22/23 15:26	KDW	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID	WG2066274	1	05/25/23 16:10	05/26/23 06:11	JAS	Mt. Juliet, TN

RDW L1618553-04 Solid

Collected by
Collected date/time
Received date/time

05/16/23 13:20 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064413	1	05/22/23 15:19	05/22/23 15:26	KDW	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID	WG2066274	1	05/25/23 16:10	05/26/23 10:50	JAS	Mt. Juliet, TN

RDE L1618553-05 Solid

Collected by
Collected date/time
Received date/time

05/16/23 13:27 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064413	1	05/22/23 15:19	05/22/23 15:26	KDW	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID	WG2066274	1	05/25/23 16:10	05/26/23 08:18	JAS	Mt. Juliet, TN

UDE L1618553-06 Solid

Collected by
Collected date/time
Received date/time

05/16/23 16:45 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064413	1	05/22/23 15:19	05/22/23 15:26	KDW	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID	WG2066274	1	05/25/23 16:10	05/26/23 12:36	JAS	Mt. Juliet, TN

SAMPLE SUMMARY

DE L1618553-07 Solid

Collected by
Collected date/time
Received date/time

05/17/23 09:20 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064413	1	05/22/23 15:19	05/22/23 15:26	KDW	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID	WG2066274	1	05/25/23 16:10	05/26/23 07:45	JAS	Mt. Juliet, TN

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

DW L1618553-08 Solid

Collected by
Collected date/time
Received date/time

05/17/23 08:30 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064413	1	05/22/23 15:19	05/22/23 15:26	KDW	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID	WG2066274	1	05/25/23 16:10	05/26/23 11:16	JAS	Mt. Juliet, TN

P1 L1618553-09 Solid

Collected by
Collected date/time
Received date/time

05/17/23 09:52 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064414	1	05/23/23 05:30	05/23/23 05:43	CMK	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID	WG2066274	1	05/25/23 16:10	05/26/23 08:31	JAS	Mt. Juliet, TN

P2 L1618553-10 Solid

Collected by
Collected date/time
Received date/time

05/17/23 10:42 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064414	1	05/23/23 05:30	05/23/23 05:43	CMK	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID	WG2066274	1	05/25/23 16:10	05/26/23 11:03	JAS	Mt. Juliet, TN

TP1 L1618553-11 Solid

Collected by
Collected date/time
Received date/time

05/17/23 15:52 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064414	1	05/23/23 05:30	05/23/23 05:43	CMK	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID	WG2066274	1	05/25/23 16:10	05/26/23 08:05	JAS	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID	WG2066274	10	05/25/23 16:10	05/26/23 13:02	JAS	Mt. Juliet, TN

TP2 L1618553-12 Solid

Collected by
Collected date/time
Received date/time

05/17/23 09:30 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064414	1	05/23/23 05:30	05/23/23 05:43	CMK	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID	WG2066274	1	05/25/23 16:10	05/26/23 07:14	JAS	Mt. Juliet, TN

CASE NARRATIVE

All sample aliquots were received at the correct temperature, in the proper containers, with the appropriate preservatives, and within method specified holding times, unless qualified or notated within the report. Where applicable, all MDL (LOD) and RDL (LOQ) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.



Brian Ford
Project Manager

- ¹ Cp
- ² Tc
- ³ Ss
- ⁴ Cn
- ⁵ Sr
- ⁶ Qc
- ⁷ Gl
- ⁸ Al
- ⁹ Sc

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	69.6		1	05/22/2023 15:26	WG2064413

Metals (ICPMS) by Method 6020B

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Cadmium	0.222	J	0.123	1.44	5	05/23/2023 18:05	WG2065195
Chromium	4.81	J	0.425	7.18	5	05/23/2023 18:05	WG2065195
Lead	94.2		0.142	2.87	5	05/23/2023 18:05	WG2065195

Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Acetone	U	J3	0.555	0.760	8	05/25/2023 03:55	WG2066180
Acrylonitrile	U		0.0549	0.190	8	05/25/2023 03:55	WG2066180
Benzene	U		0.00710	0.0152	8	05/25/2023 03:55	WG2066180
Bromobenzene	U		0.0137	0.190	8	05/25/2023 03:55	WG2066180
Bromodichloromethane	U		0.0110	0.0380	8	05/25/2023 03:55	WG2066180
Bromoform	U	C3	0.0178	0.380	8	05/25/2023 03:55	WG2066180
Bromomethane	U		0.0300	0.190	8	05/25/2023 03:55	WG2066180
n-Butylbenzene	23.0		0.0798	0.190	8	05/25/2023 03:55	WG2066180
sec-Butylbenzene	13.0		0.0437	0.190	8	05/25/2023 03:55	WG2066180
tert-Butylbenzene	0.560		0.0296	0.0760	8	05/25/2023 03:55	WG2066180
Carbon disulfide	0.0211	J	0.0106	0.190	8	05/25/2023 03:55	WG2066180
Carbon tetrachloride	U		0.0136	0.0760	8	05/25/2023 03:55	WG2066180
Chlorobenzene	U		0.00319	0.0380	8	05/25/2023 03:55	WG2066180
Chlorodibromomethane	U		0.00931	0.0380	8	05/25/2023 03:55	WG2066180
Chloroethane	U		0.0258	0.0760	8	05/25/2023 03:55	WG2066180
Chloroform	U		0.0156	0.0380	8	05/25/2023 03:55	WG2066180
Chloromethane	U	J4	0.0661	0.190	8	05/25/2023 03:55	WG2066180
2-Chlorotoluene	U		0.0131	0.0380	8	05/25/2023 03:55	WG2066180
4-Chlorotoluene	U		0.00684	0.0760	8	05/25/2023 03:55	WG2066180
1,2-Dibromo-3-Chloropropane	U		0.0592	0.380	8	05/25/2023 03:55	WG2066180
1,2-Dibromoethane	U		0.00984	0.0380	8	05/25/2023 03:55	WG2066180
Dibromomethane	U		0.0114	0.0760	8	05/25/2023 03:55	WG2066180
1,2-Dichlorobenzene	U		0.00646	0.0760	8	05/25/2023 03:55	WG2066180
1,3-Dichlorobenzene	U		0.00912	0.0760	8	05/25/2023 03:55	WG2066180
1,4-Dichlorobenzene	U		0.0106	0.0760	8	05/25/2023 03:55	WG2066180
Dichlorodifluoromethane	U		0.0245	0.0380	8	05/25/2023 03:55	WG2066180
1,1-Dichloroethane	U		0.00746	0.0380	8	05/25/2023 03:55	WG2066180
1,2-Dichloroethane	U		0.00986	0.0380	8	05/25/2023 03:55	WG2066180
1,1-Dichloroethene	U		0.00921	0.0380	8	05/25/2023 03:55	WG2066180
cis-1,2-Dichloroethene	U		0.0111	0.0380	8	05/25/2023 03:55	WG2066180
trans-1,2-Dichloroethene	U		0.0158	0.0760	8	05/25/2023 03:55	WG2066180
1,2-Dichloropropane	U		0.0216	0.0760	8	05/25/2023 03:55	WG2066180
1,1-Dichloropropene	U		0.0123	0.0380	8	05/25/2023 03:55	WG2066180
1,3-Dichloropropane	U		0.00762	0.0760	8	05/25/2023 03:55	WG2066180
cis-1,3-Dichloropropene	U		0.0115	0.0380	8	05/25/2023 03:55	WG2066180
trans-1,3-Dichloropropene	U		0.0173	0.0760	8	05/25/2023 03:55	WG2066180
2,2-Dichloropropane	U		0.0209	0.0380	8	05/25/2023 03:55	WG2066180
Di-isopropyl ether	U		0.00623	0.0152	8	05/25/2023 03:55	WG2066180
Ethylbenzene	9.87		0.0112	0.0380	8	05/25/2023 03:55	WG2066180
Hexachloro-1,3-butadiene	U		0.0912	0.380	8	05/25/2023 03:55	WG2066180
Isopropylbenzene	6.99		0.00646	0.0380	8	05/25/2023 03:55	WG2066180
p-Isopropyltoluene	12.1		0.0387	0.0760	8	05/25/2023 03:55	WG2066180
2-Butanone (MEK)	U		0.965	1.52	8	05/25/2023 03:55	WG2066180

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Methylene Chloride	U		0.101	0.380	8	05/25/2023 03:55	WG2066180
4-Methyl-2-pentanone (MIBK)	1.49		0.0346	0.380	8	05/25/2023 03:55	WG2066180
Methyl tert-butyl ether	U		0.00532	0.0152	8	05/25/2023 03:55	WG2066180
Naphthalene	116		1.85	4.75	200	05/26/2023 03:11	WG2066710
n-Propylbenzene	19.6		0.0144	0.0760	8	05/25/2023 03:55	WG2066180
Styrene	U	C3	0.00348	0.190	8	05/25/2023 03:55	WG2066180
1,1,1,2-Tetrachloroethane	U		0.0144	0.0380	8	05/25/2023 03:55	WG2066180
1,1,2,2-Tetrachloroethane	U		0.0106	0.0380	8	05/25/2023 03:55	WG2066180
1,1,2-Trichlorotrifluoroethane	U		0.0115	0.0380	8	05/25/2023 03:55	WG2066180
Tetrachloroethene	U		0.0136	0.0380	8	05/25/2023 03:55	WG2066180
Toluene	0.0640	J	0.0197	0.0760	8	05/25/2023 03:55	WG2066180
1,2,3-Trichlorobenzene	U	J3	0.111	0.190	8	05/25/2023 03:55	WG2066180
1,2,4-Trichlorobenzene	U	J3	0.0668	0.190	8	05/25/2023 03:55	WG2066180
1,1,1-Trichloroethane	U		0.0140	0.0380	8	05/25/2023 03:55	WG2066180
1,1,2-Trichloroethane	U		0.00908	0.0380	8	05/25/2023 03:55	WG2066180
Trichloroethene	U		0.00887	0.0152	8	05/25/2023 03:55	WG2066180
Trichlorofluoromethane	U	J3	0.0126	0.0380	8	05/25/2023 03:55	WG2066180
1,2,3-Trichloropropane	U		0.0247	0.190	8	05/25/2023 03:55	WG2066180
1,2,4-Trimethylbenzene	85.5		0.600	1.90	200	05/26/2023 03:11	WG2066710
1,2,3-Trimethylbenzene	42.0		0.600	1.90	200	05/26/2023 03:11	WG2066710
1,3,5-Trimethylbenzene	U		0.0304	0.0760	8	05/25/2023 03:55	WG2066180
Vinyl chloride	U		0.0176	0.0380	8	05/25/2023 03:55	WG2066180
Xylenes, Total	11.1		0.0134	0.0987	8	05/25/2023 03:55	WG2066180
(S) Toluene-d8	83.0			75.0-131		05/25/2023 03:55	WG2066180
(S) Toluene-d8	102			75.0-131		05/26/2023 03:11	WG2066710
(S) 4-Bromofluorobenzene	112			67.0-138		05/25/2023 03:55	WG2066180
(S) 4-Bromofluorobenzene	110			67.0-138		05/26/2023 03:11	WG2066710
(S) 1,2-Dichloroethane-d4	117			70.0-130		05/25/2023 03:55	WG2066180
(S) 1,2-Dichloroethane-d4	90.5			70.0-130		05/26/2023 03:11	WG2066710

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Diesel Range Organics (DRO)	5710		95.8	287	50	05/26/2023 13:24	WG2066274
Residual Range Organics (RRO)	49.0	J	24.0	71.8	5	05/26/2023 08:57	WG2066274
(S) o-Terphenyl	441	J1		18.0-148		05/26/2023 08:57	WG2066274
(S) o-Terphenyl	0.000	J7		18.0-148		05/26/2023 13:24	WG2066274

Sample Narrative:

L1618553-01 WG2066274: Sample resembles laboratory standard for Diesel.

Polychlorinated Biphenyls (GC) by Method 8082 A

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
PCB 1268	U		0.0212	0.0488	2	05/26/2023 03:08	WG2066707
PCB 1016	U		0.0339	0.0976	2	05/26/2023 03:08	WG2066707
PCB 1221	U		0.0339	0.0976	2	05/26/2023 03:08	WG2066707
PCB 1232	U		0.0339	0.0976	2	05/26/2023 03:08	WG2066707
PCB 1242	U		0.0339	0.0976	2	05/26/2023 03:08	WG2066707
PCB 1248	U		0.0212	0.0488	2	05/26/2023 03:08	WG2066707
PCB 1254	U		0.0212	0.0488	2	05/26/2023 03:08	WG2066707
PCB 1260	U		0.0212	0.0488	2	05/26/2023 03:08	WG2066707
PCB 1262	U		0.0212	0.0488	2	05/26/2023 03:08	WG2066707
(S) Decachlorobiphenyl	75.3			10.0-135		05/26/2023 03:08	WG2066707
(S) Tetrachloro-m-xylene	45.4			10.0-139		05/26/2023 03:08	WG2066707

Polychlorinated Biphenyls (GC) by Method 8082 A

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
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Sample Narrative:

L1618553-01 WG2066707: Dilution due to sulfur cleanup.

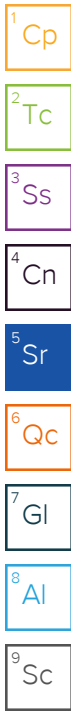
Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Anthracene	U		0.00330	0.00861	1	05/24/2023 09:54	WG2064941
Acenaphthene	1.31		0.00300	0.00861	1	05/24/2023 09:54	WG2064941
Acenaphthylene	0.630		0.00310	0.00861	1	05/24/2023 09:54	WG2064941
Benzo(a)anthracene	U		0.00248	0.00861	1	05/24/2023 09:54	WG2064941
Benzo(a)pyrene	U		0.00257	0.00861	1	05/24/2023 09:54	WG2064941
Benzo(b)fluoranthene	U		0.00220	0.00861	1	05/24/2023 09:54	WG2064941
Benzo(g,h,i)perylene	U		0.00254	0.00861	1	05/24/2023 09:54	WG2064941
Benzo(k)fluoranthene	U		0.00309	0.00861	1	05/24/2023 09:54	WG2064941
Chrysene	0.0137		0.00333	0.00861	1	05/24/2023 09:54	WG2064941
Dibenz(a,h)anthracene	U		0.00247	0.00861	1	05/24/2023 09:54	WG2064941
Fluoranthene	0.118		0.00326	0.00861	1	05/24/2023 09:54	WG2064941
Fluorene	2.05		0.00294	0.00861	1	05/24/2023 09:54	WG2064941
Indeno(1,2,3-cd)pyrene	U		0.00260	0.00861	1	05/24/2023 09:54	WG2064941
Naphthalene	22.1		0.117	0.574	20	05/25/2023 05:23	WG2064941
Phenanthrene	4.68		0.00332	0.00861	1	05/24/2023 09:54	WG2064941
Pyrene	0.256		0.00287	0.00861	1	05/24/2023 09:54	WG2064941
1-Methylnaphthalene	30.4		0.129	0.574	20	05/25/2023 05:23	WG2064941
2-Methylnaphthalene	47.5		0.123	0.574	20	05/25/2023 05:23	WG2064941
2-Chloronaphthalene	U		0.00669	0.0287	1	05/24/2023 09:54	WG2064941
(S) p-Terphenyl-d14	108	J7		23.0-120		05/25/2023 05:23	WG2064941
(S) p-Terphenyl-d14	92.9			23.0-120		05/24/2023 09:54	WG2064941
(S) Nitrobenzene-d5	0.000	J2		14.0-149		05/24/2023 09:54	WG2064941
(S) Nitrobenzene-d5	0.000	J7		14.0-149		05/25/2023 05:23	WG2064941
(S) 2-Fluorobiphenyl	89.4	J7		34.0-125		05/25/2023 05:23	WG2064941
(S) 2-Fluorobiphenyl	102			34.0-125		05/24/2023 09:54	WG2064941

Sample Narrative:

L1618553-01 WG2064941: Surrogate failure due to matrix interference

L1618553-01 WG2064941: Dilution and surrogate failure due to matrix interference.



Total Solids by Method 2540 G-2011

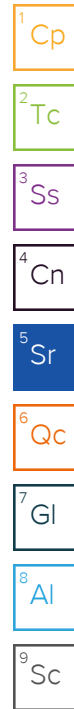
Analyte	Result	Qualifier	Dilution	Analysis date / time	Batch
Total Solids	72.5		1	05/22/2023 15:26	WG2064413

Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Gasoline (C7-C12)	35.0		1.83	5.52	1	05/26/2023 05:58	WG2066274
Mineral Spirits	U		1.83	5.52	1	05/26/2023 05:58	WG2066274
Kerosene	U		1.83	5.52	1	05/26/2023 05:58	WG2066274
Diesel (C12-C24)	116		1.83	5.52	1	05/26/2023 05:58	WG2066274
#6 Fuel Oil	U		1.83	5.52	1	05/26/2023 05:58	WG2066274
Hydraulic Fluid	U		1.83	5.52	1	05/26/2023 05:58	WG2066274
Motor Oil (C24-C30)	7.36		4.59	13.8	1	05/26/2023 05:58	WG2066274
(S) o-Terphenyl	61.4	J		18.0-148		05/26/2023 05:58	WG2066274

Sample Narrative:

L1618553-02 WG2066274: Sample resembles laboratory standard for Diesel.



Total Solids by Method 2540 G-2011

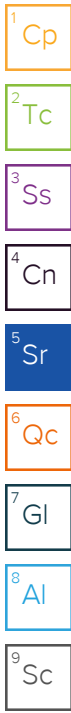
Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	73.9		1	05/22/2023 15:26	WG2064413

Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Gasoline (C7-C12)	13.8		1.80	5.42	1	05/26/2023 06:11	WG2066274
Mineral Spirits	U		1.80	5.42	1	05/26/2023 06:11	WG2066274
Kerosene	U		1.80	5.42	1	05/26/2023 06:11	WG2066274
Diesel (C12-C24)	65.0	J3 J6	1.80	5.42	1	05/26/2023 06:11	WG2066274
#6 Fuel Oil	U		1.80	5.42	1	05/26/2023 06:11	WG2066274
Hydraulic Fluid	U		1.80	5.42	1	05/26/2023 06:11	WG2066274
Motor Oil (C24-C30)	U		4.51	13.5	1	05/26/2023 06:11	WG2066274
(S) o-Terphenyl	53.8			18.0-148		05/26/2023 06:11	WG2066274

Sample Narrative:

L1618553-03 WG2066274: Sample resembles laboratory standard for Diesel.



Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis date / time	Batch
Total Solids	75.1		1	05/22/2023 15:26	WG2064413

Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Gasoline (C7-C12)	26.9		1.77	5.33	1	05/26/2023 10:50	WG2066274
Mineral Spirits	U		1.77	5.33	1	05/26/2023 10:50	WG2066274
Kerosene	U		1.77	5.33	1	05/26/2023 10:50	WG2066274
Diesel (C12-C24)	85.0		1.77	5.33	1	05/26/2023 10:50	WG2066274
#6 Fuel Oil	U		1.77	5.33	1	05/26/2023 10:50	WG2066274
Hydraulic Fluid	U		1.77	5.33	1	05/26/2023 10:50	WG2066274
Motor Oil (C24-C30)	U		4.44	13.3	1	05/26/2023 10:50	WG2066274
(S) o-Terphenyl	59.0			18.0-148		05/26/2023 10:50	WG2066274

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

Total Solids by Method 2540 G-2011

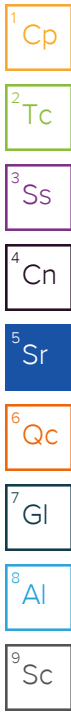
Analyte	Result	Qualifier	Dilution	Analysis date / time	Batch
Total Solids	73.2		1	05/22/2023 15:26	WG2064413

Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Gasoline (C7-C12)	56.8		1.82	5.47	1	05/26/2023 08:18	WG2066274
Mineral Spirits	U		1.82	5.47	1	05/26/2023 08:18	WG2066274
Kerosene	U		1.82	5.47	1	05/26/2023 08:18	WG2066274
Diesel (C12-C24)	136		1.82	5.47	1	05/26/2023 08:18	WG2066274
#6 Fuel Oil	U		1.82	5.47	1	05/26/2023 08:18	WG2066274
Hydraulic Fluid	U		1.82	5.47	1	05/26/2023 08:18	WG2066274
Motor Oil (C24-C30)	19.4		4.55	13.7	1	05/26/2023 08:18	WG2066274
(S) o-Terphenyl	60.2			18.0-148		05/26/2023 08:18	WG2066274

Sample Narrative:

L1618553-05 WG2066274: Sample resembles laboratory standard for Diesel.



Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis date / time	Batch
Total Solids	68.1		1	05/22/2023 15:26	WG2064413

Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Gasoline (C7-C12)	U		1.95	5.87	1	05/26/2023 12:36	WG2066274
Mineral Spirits	U		1.95	5.87	1	05/26/2023 12:36	WG2066274
Kerosene	U		1.95	5.87	1	05/26/2023 12:36	WG2066274
Diesel (C12-C24)	6.42		1.95	5.87	1	05/26/2023 12:36	WG2066274
#6 Fuel Oil	U		1.95	5.87	1	05/26/2023 12:36	WG2066274
Hydraulic Fluid	U		1.95	5.87	1	05/26/2023 12:36	WG2066274
Motor Oil (C24-C30)	27.5		4.89	14.7	1	05/26/2023 12:36	WG2066274
(S) o-Terphenyl	55.5			18.0-148		05/26/2023 12:36	WG2066274

Sample Narrative:

L1618553-06 WG2066274: Sample resembles laboratory standard for Hydraulic Oil.

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis date / time	Batch
Total Solids	68.3		1	05/22/2023 15:26	WG2064413

Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Gasoline (C7-C12)	U		1.95	5.86	1	05/26/2023 07:45	WG2066274
Mineral Spirits	U		1.95	5.86	1	05/26/2023 07:45	WG2066274
Kerosene	U		1.95	5.86	1	05/26/2023 07:45	WG2066274
Diesel (C12-C24)	13.0		1.95	5.86	1	05/26/2023 07:45	WG2066274
#6 Fuel Oil	U		1.95	5.86	1	05/26/2023 07:45	WG2066274
Hydraulic Fluid	U		1.95	5.86	1	05/26/2023 07:45	WG2066274
Motor Oil (C24-C30)	U		4.88	14.6	1	05/26/2023 07:45	WG2066274
(S) o-Terphenyl	52.2			18.0-148		05/26/2023 07:45	WG2066274

Sample Narrative:

L1618553-07 WG2066274: Sample does not resemble laboratory standards.

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis date / time	Batch
Total Solids	49.6		1	05/22/2023 15:26	WG2064413

Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Gasoline (C7-C12)	U		2.68	8.07	1	05/26/2023 11:16	WG2066274
Mineral Spirits	U		2.68	8.07	1	05/26/2023 11:16	WG2066274
Kerosene	U		2.68	8.07	1	05/26/2023 11:16	WG2066274
Diesel (C12-C24)	U		2.68	8.07	1	05/26/2023 11:16	WG2066274
#6 Fuel Oil	U		2.68	8.07	1	05/26/2023 11:16	WG2066274
Hydraulic Fluid	U		2.68	8.07	1	05/26/2023 11:16	WG2066274
Motor Oil (C24-C30)	U		6.72	20.2	1	05/26/2023 11:16	WG2066274
(S) o-Terphenyl	18.8			18.0-148		05/26/2023 11:16	WG2066274

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

Total Solids by Method 2540 G-2011

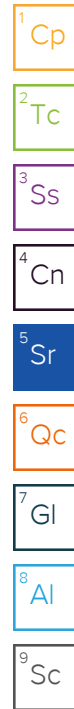
Analyte	Result	Qualifier	Dilution	Analysis date / time	Batch
Total Solids	82.1		1	05/23/2023 05:43	WG2064414

Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Gasoline (C7-C12)	73.1		1.62	4.87	1	05/26/2023 08:31	WG2066274
Mineral Spirits	U		1.62	4.87	1	05/26/2023 08:31	WG2066274
Kerosene	U		1.62	4.87	1	05/26/2023 08:31	WG2066274
Diesel (C12-C24)	198		1.62	4.87	1	05/26/2023 08:31	WG2066274
#6 Fuel Oil	U		1.62	4.87	1	05/26/2023 08:31	WG2066274
Hydraulic Fluid	U		1.62	4.87	1	05/26/2023 08:31	WG2066274
Motor Oil (C24-C30)	92.5		4.05	12.2	1	05/26/2023 08:31	WG2066274
(S) o-Terphenyl	61.6			18.0-148		05/26/2023 08:31	WG2066274

Sample Narrative:

L1618553-09 WG2066274: Sample resembles laboratory standard for Diesel.



Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis date / time	Batch
Total Solids	72.9		1	05/23/2023 05:43	WG2064414

Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Gasoline (C7-C12)	U		1.82	5.49	1	05/26/2023 11:03	WG2066274
Mineral Spirits	U		1.82	5.49	1	05/26/2023 11:03	WG2066274
Kerosene	U		1.82	5.49	1	05/26/2023 11:03	WG2066274
Diesel (C12-C24)	U		1.82	5.49	1	05/26/2023 11:03	WG2066274
#6 Fuel Oil	U		1.82	5.49	1	05/26/2023 11:03	WG2066274
Hydraulic Fluid	U		1.82	5.49	1	05/26/2023 11:03	WG2066274
Motor Oil (C24-C30)	U		4.57	13.7	1	05/26/2023 11:03	WG2066274
(S) o-Terphenyl	48.0			18.0-148		05/26/2023 11:03	WG2066274

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis date / time	Batch
Total Solids	76.7		1	05/23/2023 05:43	WG2064414

Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Gasoline (C7-C12)	436		17.3	52.2	10	05/26/2023 13:02	WG2066274
Mineral Spirits	U		1.73	5.22	1	05/26/2023 08:05	WG2066274
Kerosene	U		1.73	5.22	1	05/26/2023 08:05	WG2066274
Diesel (C12-C24)	567		17.3	52.2	10	05/26/2023 13:02	WG2066274
#6 Fuel Oil	U		1.73	5.22	1	05/26/2023 08:05	WG2066274
Hydraulic Fluid	U		1.73	5.22	1	05/26/2023 08:05	WG2066274
Motor Oil (C24-C30)	75.0		4.34	13.0	1	05/26/2023 08:05	WG2066274
(S) o-Terphenyl	69.5			18.0-148		05/26/2023 13:02	WG2066274
(S) o-Terphenyl	38.3			18.0-148		05/26/2023 08:05	WG2066274

Sample Narrative:

L1618553-11 WG2066274: Sample resembles laboratory standard for Diesel.

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Total Solids by Method 2540 G-2011

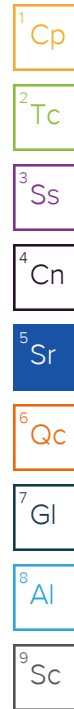
Analyte	Result	Qualifier	Dilution	Analysis date / time	Batch
Total Solids	80.4		1	05/23/2023 05:43	WG2064414

Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Gasoline (C7-C12)	89.3		1.65	4.98	1	05/26/2023 07:14	WG2066274
Mineral Spirits	U		1.65	4.98	1	05/26/2023 07:14	WG2066274
Kerosene	U		1.65	4.98	1	05/26/2023 07:14	WG2066274
Diesel (C12-C24)	42.8		1.65	4.98	1	05/26/2023 07:14	WG2066274
#6 Fuel Oil	U		1.65	4.98	1	05/26/2023 07:14	WG2066274
Hydraulic Fluid	U		1.65	4.98	1	05/26/2023 07:14	WG2066274
Motor Oil (C24-C30)	U		4.14	12.4	1	05/26/2023 07:14	WG2066274
(S) o-Terphenyl	57.3			18.0-148		05/26/2023 07:14	WG2066274

Sample Narrative:

L1618553-12 WG2066274: Sample resembles laboratory standard for Diesel.



Method Blank (MB)

(MB) R3927993-1 05/22/23 15:26

Analyte	MB Result %	MB Qualifier	MB MDL %	MB RDL %
Total Solids	0.00100			

¹Cp

²Tc

³Ss

L1618511-01 Original Sample (OS) • Duplicate (DUP)

(OS) L1618511-01 05/22/23 15:26 • (DUP) R3927993-3 05/22/23 15:26

Analyte	Original Result %	DUP Result %	Dilution	DUP RPD %	DUP Qualifier	DUP RPD Limits
Total Solids	87.8	89.2	1	1.54		10

⁴Cn

⁵Sr

Laboratory Control Sample (LCS)

(LCS) R3927993-2 05/22/23 15:26

Analyte	Spike Amount %	LCS Result %	LCS Rec. %	Rec. Limits %	LCS Qualifier
Total Solids	50.0	50.0	100	85.0-115	

⁶Qc

⁷Gl

⁸Al

⁹Sc

Method Blank (MB)

(MB) R3928533-1 05/23/23 05:43

Analyte	MB Result %	MB Qualifier	MB MDL %	MB RDL %
Total Solids	0.00100			

1 Cp

2 Tc

3 Ss

L1618556-03 Original Sample (OS) • Duplicate (DUP)

(OS) L1618556-03 05/23/23 05:43 • (DUP) R3928533-3 05/23/23 05:43

Analyte	Original Result %	DUP Result %	Dilution	DUP RPD %	DUP Qualifier	DUP RPD Limits
Total Solids	86.8	86.2	1	0.727		10

4 Cn

5 Sr

Laboratory Control Sample (LCS)

(LCS) R3928533-2 05/23/23 05:43

Analyte	Spike Amount %	LCS Result %	LCS Rec. %	Rec. Limits %	LCS Qualifier
Total Solids	50.0	50.0	100	85.0-115	

6 Qc

7 Gl

8 Al

9 Sc

Method Blank (MB)

(MB) R3928444-1 05/23/23 17:41

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Cadmium	U		0.0855	1.00
Chromium	U		0.297	5.00
Lead	0.152	↓	0.0990	2.00

Laboratory Control Sample (LCS)

(LCS) R3928444-2 05/23/23 17:45

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Cadmium	100	99.4	99.4	80.0-120	
Chromium	100	97.5	97.5	80.0-120	
Lead	100	98.8	98.8	80.0-120	

L1619005-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1619005-01 05/23/23 17:49 • (MS) R3928444-5 05/23/23 17:59 • (MSD) R3928444-6 05/23/23 18:02

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Cadmium	123	0.327	120	121	97.6	98.6	5	75.0-125			1.01	20
Chromium	123	29.9	141	132	90.1	82.9	5	75.0-125			6.53	20
Lead	123	16.9	137	138	97.7	98.7	5	75.0-125			0.858	20

¹Cp

²Tc

³Ss

⁴Cn

⁵Sr

⁶Qc

⁷Gl

⁸Al

⁹Sc

Method Blank (MB)

(MB) R3929353-3 05/24/23 21:09

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Acetone	U		0.0365	0.0500
Acrylonitrile	U		0.00361	0.0125
Benzene	U		0.000467	0.00100
Bromobenzene	U		0.000900	0.0125
Bromodichloromethane	U		0.000725	0.00250
Bromoform	U		0.00117	0.0250
Bromomethane	U		0.00197	0.0125
n-Butylbenzene	U		0.00525	0.0125
sec-Butylbenzene	U		0.00288	0.0125
tert-Butylbenzene	U		0.00195	0.00500
Carbon disulfide	U		0.000700	0.0125
Carbon tetrachloride	U		0.000898	0.00500
Chlorobenzene	U		0.000210	0.00250
Chlorodibromomethane	U		0.000612	0.00250
Chloroethane	U		0.00170	0.00500
Chloroform	U		0.00103	0.00250
Chloromethane	U		0.00435	0.0125
2-Chlorotoluene	U		0.000865	0.00250
4-Chlorotoluene	U		0.000450	0.00500
1,2-Dibromo-3-Chloropropane	U		0.00390	0.0250
1,2-Dibromoethane	U		0.000648	0.00250
Dibromomethane	U		0.000750	0.00500
1,2-Dichlorobenzene	U		0.000425	0.00500
1,3-Dichlorobenzene	U		0.000600	0.00500
1,4-Dichlorobenzene	U		0.000700	0.00500
Dichlorodifluoromethane	U		0.00161	0.00250
1,1-Dichloroethane	U		0.000491	0.00250
1,2-Dichloroethane	U		0.000649	0.00250
1,1-Dichloroethene	U		0.000606	0.00250
cis-1,2-Dichloroethene	U		0.000734	0.00250
trans-1,2-Dichloroethene	U		0.00104	0.00500
1,2-Dichloropropane	U		0.00142	0.00500
1,1-Dichloropropene	U		0.000809	0.00250
1,3-Dichloropropane	U		0.000501	0.00500
cis-1,3-Dichloropropene	U		0.000757	0.00250
trans-1,3-Dichloropropene	U		0.00114	0.00500
2,2-Dichloropropane	U		0.00138	0.00250
Di-isopropyl ether	U		0.000410	0.00100
Ethylbenzene	U		0.000737	0.00250
Hexachloro-1,3-butadiene	U		0.00600	0.0250

¹Cp

²Tc

³Ss

⁴Cn

⁵Sr

⁶Qc

⁷Gl

⁸Al

⁹Sc

Method Blank (MB)

(MB) R3929353-3 05/24/23 21:09

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Isopropylbenzene	U		0.000425	0.00250
p-Isopropyltoluene	U		0.00255	0.00500
2-Butanone (MEK)	U		0.0635	0.100
Methylene Chloride	U		0.00664	0.0250
4-Methyl-2-pentanone (MIBK)	U		0.00228	0.0250
Methyl tert-butyl ether	U		0.000350	0.00100
n-Propylbenzene	U		0.000950	0.00500
Styrene	U		0.000229	0.0125
1,1,1,2-Tetrachloroethane	U		0.000948	0.00250
1,1,2,2-Tetrachloroethane	U		0.000695	0.00250
1,1,2-Trichlorotrifluoroethane	U		0.000754	0.00250
Tetrachloroethene	U		0.000896	0.00250
Toluene	U		0.00130	0.00500
1,2,3-Trichlorobenzene	U		0.00733	0.0125
1,2,4-Trichlorobenzene	U		0.00440	0.0125
1,1,1-Trichloroethane	U		0.000923	0.00250
1,1,2-Trichloroethane	U		0.000597	0.00250
Trichloroethene	U		0.000584	0.00100
Trichlorofluoromethane	U		0.000827	0.00250
1,2,3-Trichloropropane	U		0.00162	0.0125
1,3,5-Trimethylbenzene	U		0.00200	0.00500
Vinyl chloride	U		0.00116	0.00250
Xylenes, Total	U		0.000880	0.00650
(S) Toluene-d8	96.0			75.0-131
(S) 4-Bromofluorobenzene	87.4			67.0-138
(S) 1,2-Dichloroethane-d4	113			70.0-130

¹Cp

²Tc

³Ss

⁴Cn

⁵Sr

⁶Qc

⁷Gl

⁸Al

⁹Sc

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3929353-1 05/24/23 18:48 • (LCSD) R3929353-2 05/24/23 19:52

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Acetone	0.625	0.703	0.483	112	77.3	10.0-160		J3	37.1	31
Acrylonitrile	0.625	0.838	0.692	134	111	45.0-153			19.1	22
Benzene	0.125	0.124	0.121	99.2	96.8	70.0-123			2.45	20
Bromobenzene	0.125	0.129	0.135	103	108	73.0-121			4.55	20
Bromodichloromethane	0.125	0.131	0.128	105	102	73.0-121			2.32	20
Bromoform	0.125	0.0976	0.0984	78.1	78.7	64.0-132			0.816	20
Bromomethane	0.125	0.132	0.132	106	106	56.0-147			0.000	20

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3929353-1 05/24/23 18:48 • (LCSD) R3929353-2 05/24/23 19:52

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	<u>LCS Qualifier</u>	<u>LCSD Qualifier</u>	RPD %	RPD Limits %
n-Butylbenzene	0.125	0.124	0.146	99.2	117	68.0-135			16.3	20
sec-Butylbenzene	0.125	0.132	0.149	106	119	74.0-130			12.1	20
tert-Butylbenzene	0.125	0.122	0.135	97.6	108	75.0-127			10.1	20
Carbon disulfide	0.125	0.113	0.117	90.4	93.6	56.0-133			3.48	20
Carbon tetrachloride	0.125	0.121	0.127	96.8	102	66.0-128			4.84	20
Chlorobenzene	0.125	0.116	0.119	92.8	95.2	76.0-128			2.55	20
Chlorodibromomethane	0.125	0.114	0.113	91.2	90.4	74.0-127			0.881	20
Chloroethane	0.125	0.156	0.157	125	126	61.0-134			0.639	20
Chloroform	0.125	0.126	0.130	101	104	72.0-123			3.12	20
Chloromethane	0.125	0.185	0.188	148	150	51.0-138	J4	J4	1.61	20
2-Chlorotoluene	0.125	0.135	0.148	108	118	75.0-124			9.19	20
4-Chlorotoluene	0.125	0.138	0.147	110	118	75.0-124			6.32	20
1,2-Dibromo-3-Chloropropane	0.125	0.129	0.135	103	108	59.0-130			4.55	20
1,2-Dibromoethane	0.125	0.123	0.119	98.4	95.2	74.0-128			3.31	20
Dibromomethane	0.125	0.124	0.122	99.2	97.6	75.0-122			1.63	20
1,2-Dichlorobenzene	0.125	0.138	0.143	110	114	76.0-124			3.56	20
1,3-Dichlorobenzene	0.125	0.143	0.148	114	118	76.0-125			3.44	20
1,4-Dichlorobenzene	0.125	0.140	0.138	112	110	77.0-121			1.44	20
Dichlorodifluoromethane	0.125	0.129	0.128	103	102	43.0-156			0.778	20
1,1-Dichloroethane	0.125	0.139	0.136	111	109	70.0-127			2.18	20
1,2-Dichloroethane	0.125	0.149	0.148	119	118	65.0-131			0.673	20
1,1-Dichloroethene	0.125	0.139	0.141	111	113	65.0-131			1.43	20
cis-1,2-Dichloroethene	0.125	0.109	0.110	87.2	88.0	73.0-125			0.913	20
trans-1,2-Dichloroethene	0.125	0.117	0.122	93.6	97.6	71.0-125			4.18	20
1,2-Dichloropropane	0.125	0.143	0.140	114	112	74.0-125			2.12	20
1,1-Dichloropropene	0.125	0.128	0.136	102	109	73.0-125			6.06	20
1,3-Dichloropropane	0.125	0.123	0.126	98.4	101	80.0-125			2.41	20
cis-1,3-Dichloropropene	0.125	0.127	0.125	102	100	76.0-127			1.59	20
trans-1,3-Dichloropropene	0.125	0.117	0.123	93.6	98.4	73.0-127			5.00	20
2,2-Dichloropropane	0.125	0.103	0.107	82.4	85.6	59.0-135			3.81	20
Di-isopropyl ether	0.125	0.136	0.138	109	110	60.0-136			1.46	20
Ethylbenzene	0.125	0.113	0.115	90.4	92.0	74.0-126			1.75	20
Hexachloro-1,3-butadiene	0.125	0.122	0.138	97.6	110	57.0-150			12.3	20
Isopropylbenzene	0.125	0.108	0.117	86.4	93.6	72.0-127			8.00	20
p-Isopropyltoluene	0.125	0.128	0.147	102	118	72.0-133			13.8	20
2-Butanone (MEK)	0.625	0.634	0.638	101	102	30.0-160			0.629	24
Methylene Chloride	0.125	0.139	0.123	111	98.4	68.0-123			12.2	20
4-Methyl-2-pentanone (MIBK)	0.625	0.736	0.723	118	116	56.0-143			1.78	20
Methyl tert-butyl ether	0.125	0.122	0.115	97.6	92.0	66.0-132			5.91	20
n-Propylbenzene	0.125	0.125	0.142	100	114	74.0-126			12.7	20

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3929353-1 05/24/23 18:48 • (LCSD) R3929353-2 05/24/23 19:52

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Styrene	0.125	0.0991	0.105	79.3	84.0	72.0-127			5.78	20
1,1,1,2-Tetrachloroethane	0.125	0.116	0.118	92.8	94.4	74.0-129			1.71	20
1,1,2,2-Tetrachloroethane	0.125	0.155	0.140	124	112	68.0-128			10.2	20
1,1,2-Trichlorotrifluoroethane	0.125	0.123	0.125	98.4	100	61.0-139			1.61	20
Tetrachloroethene	0.125	0.102	0.108	81.6	86.4	70.0-136			5.71	20
Toluene	0.125	0.117	0.118	93.6	94.4	75.0-121			0.851	20
1,2,3-Trichlorobenzene	0.125	0.119	0.146	95.2	117	59.0-139		J3	20.4	20
1,2,4-Trichlorobenzene	0.125	0.118	0.146	94.4	117	62.0-137		J3	21.2	20
1,1,1-Trichloroethane	0.125	0.118	0.125	94.4	100	69.0-126			5.76	20
1,1,2-Trichloroethane	0.125	0.116	0.119	92.8	95.2	78.0-123			2.55	20
Trichloroethene	0.125	0.116	0.130	92.8	104	76.0-126			11.4	20
Trichlorofluoromethane	0.125	0.129	0.172	103	138	61.0-142		J3	28.6	20
1,2,3-Trichloropropane	0.125	0.153	0.154	122	123	67.0-129			0.651	20
1,3,5-Trimethylbenzene	0.125	0.125	0.140	100	112	73.0-127			11.3	20
Vinyl chloride	0.125	0.158	0.155	126	124	63.0-134			1.92	20
Xylenes, Total	0.375	0.329	0.333	87.7	88.8	72.0-127			1.21	20
(S) Toluene-d8				91.4	91.9	75.0-131				
(S) 4-Bromofluorobenzene				83.6	79.7	67.0-138				
(S) 1,2-Dichloroethane-d4				123	120	70.0-130				

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

L1619346-06 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1619346-06 05/24/23 21:47 • (MS) R3929353-4 05/25/23 04:14 • (MSD) R3929353-5 05/25/23 04:35

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Acetone	0.873	U	0.494	0.452	56.6	51.8	1	10.0-160			8.85	40
Acrylonitrile	0.873	0.0277	0.877	0.762	97.3	84.2	1	10.0-160			14.0	40
Benzene	0.175	0.0109	0.214	0.207	116	112	1	10.0-149			3.32	37
Bromobenzene	0.175	0.00656	0.204	0.187	113	103	1	10.0-156			8.57	38
Bromodichloromethane	0.175	0.0955	0.196	0.191	57.3	54.9	1	10.0-143			2.17	37
Bromoform	0.175	U	0.149	0.120	85.6	68.8	1	10.0-146			21.8	36
Bromomethane	0.175	U	0.111	0.105	63.8	60.4	1	10.0-149			5.54	38
n-Butylbenzene	0.175	1.44	3.03	2.40	912	552	1	10.0-160	V	V	23.1	40
sec-Butylbenzene	0.175	0.539	1.34	1.24	458	399	1	10.0-159	J5	J5	8.03	39
tert-Butylbenzene	0.175	0.0196	0.268	0.243	142	128	1	10.0-156			9.84	39
Carbon disulfide	0.175	U	0.133	0.135	76.4	77.4	1	10.0-145			1.25	39
Carbon tetrachloride	0.175	U	0.186	0.175	106	100	1	10.0-145			6.20	37
Chlorobenzene	0.175	0.0162	0.222	0.180	118	93.9	1	10.0-152			20.8	39
Chlorodibromomethane	0.175	U	0.169	0.141	96.8	80.8	1	10.0-146			18.0	37

L1619346-06 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1619346-06 05/24/23 21:47 • (MS) R3929353-4 05/25/23 04:14 • (MSD) R3929353-5 05/25/23 04:35

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Chloroethane	0.175	U	0.0771	0.0708	44.2	40.6	1	10.0-146			8.50	40
Chloroform	0.175	0.00405	0.191	0.182	107	102	1	10.0-146			5.24	37
Chloromethane	0.175	U	0.189	0.169	108	96.8	1	10.0-159			10.9	37
2-Chlorotoluene	0.175	0.0127	0.219	0.223	118	121	1	10.0-159			1.89	38
4-Chlorotoluene	0.175	0.0715	0.244	0.223	99.0	87.0	1	10.0-155			8.96	39
1,2-Dibromo-3-Chloropropane	0.175	U	0.180	0.155	103	88.8	1	10.0-151			15.0	39
1,2-Dibromoethane	0.175	U	0.190	0.156	109	89.6	1	10.0-148			19.4	34
Dibromomethane	0.175	0.00444	0.200	0.173	112	96.7	1	10.0-147			14.2	35
1,2-Dichlorobenzene	0.175	0.00290	0.239	0.211	135	119	1	10.0-155			12.4	37
1,3-Dichlorobenzene	0.175	U	0.242	0.215	138	123	1	10.0-153			11.6	38
1,4-Dichlorobenzene	0.175	U	0.239	0.193	137	110	1	10.0-151			21.4	38
Dichlorodifluoromethane	0.175	U	0.193	0.173	110	99.2	1	10.0-160			10.7	35
1,1-Dichloroethane	0.175	U	0.207	0.200	118	114	1	10.0-147			3.44	37
1,2-Dichloroethane	0.175	U	0.198	0.183	114	105	1	10.0-148			8.06	35
1,1-Dichloroethene	0.175	U	0.214	0.201	122	115	1	10.0-155			6.06	37
cis-1,2-Dichloroethene	0.175	U	0.169	0.162	96.8	92.8	1	10.0-149			4.22	37
trans-1,2-Dichloroethene	0.175	U	0.179	0.169	102	96.8	1	10.0-150			5.62	37
1,2-Dichloropropane	0.175	0.0302	0.277	0.250	141	126	1	10.0-148			10.1	37
1,1-Dichloropropene	0.175	U	0.197	0.190	113	109	1	10.0-153			3.61	35
1,3-Dichloropropane	0.175	U	0.207	0.169	118	96.8	1	10.0-154			20.1	35
cis-1,3-Dichloropropene	0.175	U	0.187	0.190	107	109	1	10.0-151			1.48	37
trans-1,3-Dichloropropene	0.175	U	0.191	0.163	110	93.6	1	10.0-148			15.7	37
2,2-Dichloropropane	0.175	U	0.142	0.135	81.6	77.1	1	10.0-138			5.65	36
Di-isopropyl ether	0.175	U	0.209	0.204	120	117	1	10.0-147			2.70	36
Ethylbenzene	0.175	1.27	3.32	2.78	1180	863	1	10.0-160	<u>V</u>	<u>V</u>	17.8	38
Hexachloro-1,3-butadiene	0.175	U	0.395	0.332	226	190	1	10.0-160	<u>J5</u>	<u>J5</u>	17.3	40
Isopropylbenzene	0.175	0.617	1.40	1.14	446	301	1	10.0-155	<u>J5</u>	<u>J5</u>	19.9	38
p-Isopropyltoluene	0.175	0.0205	0.405	0.346	220	187	1	10.0-160	<u>J5</u>	<u>J5</u>	15.6	40
2-Butanone (MEK)	0.873	U	0.384	0.318	44.0	36.5	1	10.0-160			18.7	40
Methylene Chloride	0.175	U	0.197	0.201	113	115	1	10.0-141			2.11	37
4-Methyl-2-pentanone (MIBK)	0.873	0.258	1.26	1.03	115	87.8	1	10.0-160			20.5	35
Methyl tert-butyl ether	0.175	U	0.170	0.169	97.6	96.8	1	11.0-147			0.823	35
n-Propylbenzene	0.175	1.91	4.40	4.20	1420	1310	1	10.0-158	<u>E V</u>	<u>E V</u>	4.55	38
Styrene	0.175	0.0107	0.208	0.168	113	89.9	1	10.0-160			21.6	40
1,1,1,2-Tetrachloroethane	0.175	U	0.182	0.152	104	87.2	1	10.0-149			17.6	39
1,1,2,2-Tetrachloroethane	0.175	0.202	0.461	0.383	148	103	1	10.0-160			18.5	35
1,1,2-Trichlorotrifluoroethane	0.175	U	0.205	0.197	118	113	1	10.0-160			4.17	36
Tetrachloroethene	0.175	U	0.172	0.141	98.4	80.8	1	10.0-156			19.6	39
Toluene	0.175	0.148	0.631	0.546	277	228	1	10.0-156	<u>J5</u>	<u>J5</u>	14.5	38

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

L1619346-06 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1619346-06 05/24/23 21:47 • (MS) R3929353-4 05/25/23 04:14 • (MSD) R3929353-5 05/25/23 04:35

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
1,2,3-Trichlorobenzene	0.175	0.0514	0.330	0.208	159	89.8	1	10.0-160		J3	45.2	40
1,2,4-Trichlorobenzene	0.175	U	0.323	0.232	185	133	1	10.0-160	J5		32.7	40
1,1,1-Trichloroethane	0.175	U	0.182	0.172	104	98.4	1	10.0-144			5.53	35
1,1,2-Trichloroethane	0.175	0.0320	0.148	0.235	66.5	116	1	10.0-160		J3	45.3	35
Trichloroethene	0.175	U	0.182	0.184	104	106	1	10.0-156			1.53	38
Trichlorofluoromethane	0.175	U	0.105	0.0902	60.3	51.7	1	10.0-160			15.4	40
1,2,3-Trichloropropane	0.175	0.0296	0.190	0.184	91.8	88.6	1	10.0-156			2.99	35
1,3,5-Trimethylbenzene	0.175	0.236	0.742	0.705	290	269	1	10.0-160	J5	J5	5.02	38
Vinyl chloride	0.175	U	0.169	0.158	96.8	90.4	1	10.0-160			6.84	37
Xylenes, Total	0.524	0.788	2.43	2.05	314	242	1	10.0-160	J5	J5	16.8	38
(S) Toluene-d8					98.0	85.3		75.0-131				
(S) 4-Bromofluorobenzene					120	101		67.0-138				
(S) 1,2-Dichloroethane-d4					99.1	103		70.0-130				

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

Method Blank (MB)

(MB) R3929934-3 05/26/23 00:31

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Naphthalene	U		0.00488	0.0125
1,2,4-Trimethylbenzene	U		0.00158	0.00500
1,2,3-Trimethylbenzene	U		0.00158	0.00500
(S) Toluene-d8	110			75.0-131
(S) 4-Bromofluorobenzene	103			67.0-138
(S) 1,2-Dichloroethane-d4	88.7			70.0-130

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3929934-1 05/25/23 23:15 • (LCSD) R3929934-2 05/25/23 23:34

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Naphthalene	0.125	0.109	0.118	87.2	94.4	59.0-130			7.93	20
1,2,4-Trimethylbenzene	0.125	0.116	0.117	92.8	93.6	70.0-126			0.858	20
1,2,3-Trimethylbenzene	0.125	0.113	0.115	90.4	92.0	74.0-124			1.75	20
(S) Toluene-d8				101	103	75.0-131				
(S) 4-Bromofluorobenzene				108	109	67.0-138				
(S) 1,2-Dichloroethane-d4				91.6	91.8	70.0-130				

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Method Blank (MB)

(MB) R3929737-3 05/26/23 10:23

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Diesel Range Organics (DRO)	U		1.33	4.00
Gasoline (C7-C12)	U		1.33	4.00
Residual Range Organics (RRO)	U		3.33	10.0
Mineral Spirits	U		1.33	4.00
Kerosene	U		1.33	4.00
Diesel (C12-C24)	U		1.33	4.00
#6 Fuel Oil	U		1.33	4.00
Hydraulic Fluid	U		1.33	4.00
Motor Oil (C24-C30)	U		3.33	10.0
(S) o-Terphenyl	47.4			18.0-148

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

Laboratory Control Sample (LCS)

(LCS) R3929737-4 05/26/23 10:37

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Diesel Range Organics (DRO)	50.0	31.9	63.8	50.0-150	
Diesel (C12-C24)	50.0	31.9	63.8	50.0-150	
(S) o-Terphenyl			71.8	18.0-148	

7 Gl

8 Al

9 Sc

L1618553-03 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1618553-03 05/26/23 06:11 • (MS) R3929737-1 05/26/23 06:24 • (MSD) R3929737-2 05/26/23 06:37

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Diesel Range Organics (DRO)	67.0	65.0	81.8	61.1	25.1	0.000	1	50.0-150	J6	J3 J6	29.0	20
Diesel (C12-C24)	67.0	65.0	81.8	61.1	25.1	0.000	1	50.0-150	J6	J3 J6	29.0	20
(S) o-Terphenyl					49.8	57.7		18.0-148				

Sample Narrative:

OS: Sample resembles laboratory standard for Diesel.

Method Blank (MB)

(MB) R3929738-1 05/26/23 02:51

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	mg/kg		mg/kg	mg/kg
PCB 1016	U		0.0236	0.0680
PCB 1221	U		0.0236	0.0680
PCB 1232	U		0.0236	0.0680
PCB 1242	U		0.0236	0.0680
PCB 1248	U		0.0148	0.0340
PCB 1254	U		0.0148	0.0340
PCB 1260	U		0.0148	0.0340
PCB 1262	U		0.0148	0.0340
PCB 1268	U		0.0148	0.0340
(S) Decachlorobiphenyl	101			10.0-135
(S) Tetrachloro-m-xylene	82.3			10.0-139

Laboratory Control Sample (LCS)

(LCS) R3929738-2 05/26/23 03:00

Analyte	Spike Amount	LCS Result	LCS Rec.	Rec. Limits	LCS Qualifier
	mg/kg	mg/kg	%	%	
PCB 1016	0.167	0.152	91.0	36.0-141	
PCB 1260	0.167	0.160	95.8	37.0-145	
(S) Decachlorobiphenyl			103	10.0-135	
(S) Tetrachloro-m-xylene			80.2	10.0-139	

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Method Blank (MB)

(MB) R3928843-2 05/24/23 02:06

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	mg/kg		mg/kg	mg/kg
Anthracene	U		0.00230	0.00600
Acenaphthene	U		0.00209	0.00600
Acenaphthylene	U		0.00216	0.00600
Benzo(a)anthracene	U		0.00173	0.00600
Benzo(a)pyrene	U		0.00179	0.00600
Benzo(b)fluoranthene	U		0.00153	0.00600
Benzo(g,h,i)perylene	U		0.00177	0.00600
Benzo(k)fluoranthene	U		0.00215	0.00600
Chrysene	U		0.00232	0.00600
Dibenz(a,h)anthracene	U		0.00172	0.00600
Fluoranthene	U		0.00227	0.00600
Fluorene	U		0.00205	0.00600
Indeno(1,2,3-cd)pyrene	U		0.00181	0.00600
Naphthalene	0.00428	U	0.00408	0.0200
Phenanthrene	U		0.00231	0.00600
Pyrene	U		0.00200	0.00600
1-Methylnaphthalene	U		0.00449	0.0200
2-Methylnaphthalene	0.00656	U	0.00427	0.0200
2-Chloronaphthalene	U		0.00466	0.0200
(S) p-Terphenyl-d14	91.0			23.0-120
(S) Nitrobenzene-d5	65.2			14.0-149
(S) 2-Fluorobiphenyl	87.1			34.0-125

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Laboratory Control Sample (LCS)

(LCS) R3928843-1 05/24/23 01:49

Analyte	Spike Amount	LCS Result	LCS Rec.	Rec. Limits	LCS Qualifier
	mg/kg	mg/kg	%	%	
Anthracene	0.0800	0.0766	95.8	50.0-126	
Acenaphthene	0.0800	0.0760	95.0	50.0-120	
Acenaphthylene	0.0800	0.0748	93.5	50.0-120	
Benzo(a)anthracene	0.0800	0.0794	99.3	45.0-120	
Benzo(a)pyrene	0.0800	0.0745	93.1	42.0-120	
Benzo(b)fluoranthene	0.0800	0.0758	94.8	42.0-121	
Benzo(g,h,i)perylene	0.0800	0.0799	99.9	45.0-125	
Benzo(k)fluoranthene	0.0800	0.0758	94.8	49.0-125	
Chrysene	0.0800	0.0805	101	49.0-122	
Dibenz(a,h)anthracene	0.0800	0.0795	99.4	47.0-125	
Fluoranthene	0.0800	0.0857	107	49.0-129	

Laboratory Control Sample (LCS)

(LCS) R3928843-1 05/24/23 01:49

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	<u>LCS Qualifier</u>
Fluorene	0.0800	0.0788	98.5	49.0-120	
Indeno(1,2,3-cd)pyrene	0.0800	0.0839	105	46.0-125	
Naphthalene	0.0800	0.0792	99.0	50.0-120	
Phenanthrene	0.0800	0.0788	98.5	47.0-120	
Pyrene	0.0800	0.0776	97.0	43.0-123	
1-Methylnaphthalene	0.0800	0.0825	103	51.0-121	
2-Methylnaphthalene	0.0800	0.0838	105	50.0-120	
2-Chloronaphthalene	0.0800	0.0763	95.4	50.0-120	
<i>(S) p-Terphenyl-d14</i>			101	23.0-120	
<i>(S) Nitrobenzene-d5</i>			63.1	14.0-149	
<i>(S) 2-Fluorobiphenyl</i>			91.0	34.0-125	

- ¹Cp
- ²Tc
- ³Ss
- ⁴Cn
- ⁵Sr
- ⁶Qc
- ⁷Gl
- ⁸Al
- ⁹Sc

GLOSSARY OF TERMS

Guide to Reading and Understanding Your Laboratory Report

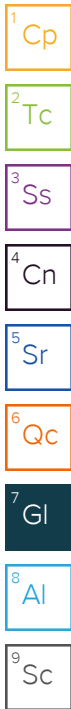
The information below is designed to better explain the various terms used in your report of analytical results from the Laboratory. This is not intended as a comprehensive explanation, and if you have additional questions please contact your project representative.

Results Disclaimer - Information that may be provided by the customer, and contained within this report, include Permit Limits, Project Name, Sample ID, Sample Matrix, Sample Preservation, Field Blanks, Field Spikes, Field Duplicates, On-Site Data, Sampling Collection Dates/Times, and Sampling Location. Results relate to the accuracy of this information provided, and as the samples are received.

Abbreviations and Definitions

(dry)	Results are reported based on the dry weight of the sample. [this will only be present on a dry report basis for soils].
MDL	Method Detection Limit.
MDL (dry)	Method Detection Limit.
RDL	Reported Detection Limit.
RDL (dry)	Reported Detection Limit.
Rec.	Recovery.
RPD	Relative Percent Difference.
SDG	Sample Delivery Group.
(S)	Surrogate (Surrogate Standard) - Analytes added to every blank, sample, Laboratory Control Sample/Duplicate and Matrix Spike/Duplicate; used to evaluate analytical efficiency by measuring recovery. Surrogates are not expected to be detected in all environmental media.
U	Not detected at the Reporting Limit (or MDL where applicable).
Analyte	The name of the particular compound or analysis performed. Some Analyses and Methods will have multiple analytes reported.
Dilution	If the sample matrix contains an interfering material, the sample preparation volume or weight values differ from the standard, or if concentrations of analytes in the sample are higher than the highest limit of concentration that the laboratory can accurately report, the sample may be diluted for analysis. If a value different than 1 is used in this field, the result reported has already been corrected for this factor.
Limits	These are the target % recovery ranges or % difference value that the laboratory has historically determined as normal for the method and analyte being reported. Successful QC Sample analysis will target all analytes recovered or duplicated within these ranges.
Original Sample	The non-spiked sample in the prep batch used to determine the Relative Percent Difference (RPD) from a quality control sample. The Original Sample may not be included within the reported SDG.
Qualifier	This column provides a letter and/or number designation that corresponds to additional information concerning the result reported. If a Qualifier is present, a definition per Qualifier is provided within the Glossary and Definitions page and potentially a discussion of possible implications of the Qualifier in the Case Narrative if applicable.
Result	The actual analytical final result (corrected for any sample specific characteristics) reported for your sample. If there was no measurable result returned for a specific analyte, the result in this column may state "ND" (Not Detected) or "BDL" (Below Detectable Levels). The information in the results column should always be accompanied by either an MDL (Method Detection Limit) or RDL (Reporting Detection Limit) that defines the lowest value that the laboratory could detect or report for this analyte.
Uncertainty (Radiochemistry)	Confidence level of 2 sigma.
Case Narrative (Cn)	A brief discussion about the included sample results, including a discussion of any non-conformances to protocol observed either at sample receipt by the laboratory from the field or during the analytical process. If present, there will be a section in the Case Narrative to discuss the meaning of any data qualifiers used in the report.
Quality Control Summary (Qc)	This section of the report includes the results of the laboratory quality control analyses required by procedure or analytical methods to assist in evaluating the validity of the results reported for your samples. These analyses are not being performed on your samples typically, but on laboratory generated material.
Sample Chain of Custody (Sc)	This is the document created in the field when your samples were initially collected. This is used to verify the time and date of collection, the person collecting the samples, and the analyses that the laboratory is requested to perform. This chain of custody also documents all persons (excluding commercial shippers) that have had control or possession of the samples from the time of collection until delivery to the laboratory for analysis.
Sample Results (Sr)	This section of your report will provide the results of all testing performed on your samples. These results are provided by sample ID and are separated by the analyses performed on each sample. The header line of each analysis section for each sample will provide the name and method number for the analysis reported.
Sample Summary (Ss)	This section of the Analytical Report defines the specific analyses performed for each sample ID, including the dates and times of preparation and/or analysis.

Qualifier	Description
C3	The reported concentration is an estimate. The continuing calibration standard associated with this data responded low. Method sensitivity check is acceptable.
E	The analyte concentration exceeds the upper limit of the calibration range of the instrument established by the initial calibration (ICAL).
J	The identification of the analyte is acceptable; the reported value is an estimate.
J1	Surrogate recovery limits have been exceeded; values are outside upper control limits.
J2	Surrogate recovery limits have been exceeded; values are outside lower control limits.
J3	The associated batch QC was outside the established quality control range for precision.
J4	The associated batch QC was outside the established quality control range for accuracy.
J5	The sample matrix interfered with the ability to make any accurate determination; spike value is high.



GLOSSARY OF TERMS

Qualifier	Description
J6	The sample matrix interfered with the ability to make any accurate determination; spike value is low.
J7	Surrogate recovery cannot be used for control limit evaluation due to dilution.
V	The sample concentration is too high to evaluate accurate spike recoveries.

¹ Cp

² Tc

³ Ss

⁴ Cn

⁵ Sr

⁶ Qc

⁷ Gl

⁸ Al

⁹ Sc

ACCREDITATIONS & LOCATIONS

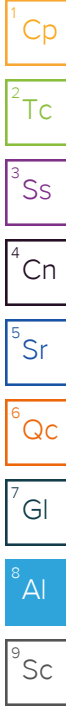
Pace Analytical National 12065 Lebanon Rd Mount Juliet, TN 37122

Alabama	40660	Nebraska	NE-OS-15-05
Alaska	17-026	Nevada	TN000032021-1
Arizona	AZ0612	New Hampshire	2975
Arkansas	88-0469	New Jersey–NELAP	TN002
California	2932	New Mexico ¹	TN00003
Colorado	TN00003	New York	11742
Connecticut	PH-0197	North Carolina	Env375
Florida	E87487	North Carolina ¹	DW21704
Georgia	NELAP	North Carolina ³	41
Georgia ¹	923	North Dakota	R-140
Idaho	TN00003	Ohio–VAP	CL0069
Illinois	200008	Oklahoma	9915
Indiana	C-TN-01	Oregon	TN200002
Iowa	364	Pennsylvania	68-02979
Kansas	E-10277	Rhode Island	LA000356
Kentucky ^{1,6}	KY90010	South Carolina	84004002
Kentucky ²	16	South Dakota	n/a
Louisiana	AI30792	Tennessee ^{1,4}	2006
Louisiana	LA018	Texas	T104704245-20-18
Maine	TN00003	Texas ⁵	LAB0152
Maryland	324	Utah	TN000032021-11
Massachusetts	M-TN003	Vermont	VT2006
Michigan	9958	Virginia	110033
Minnesota	047-999-395	Washington	C847
Mississippi	TN00003	West Virginia	233
Missouri	340	Wisconsin	998093910
Montana	CERT0086	Wyoming	A2LA
A2LA – ISO 17025	1461.01	AIHA-LAP,LLC EMLAP	100789
A2LA – ISO 17025 ⁵	1461.02	DOD	1461.01
Canada	1461.01	USDA	P330-15-00234
EPA–Crypto	TN00003		

¹ Drinking Water ² Underground Storage Tanks ³ Aquatic Toxicity ⁴ Chemical/Microbiological ⁵ Mold ⁶ Wastewater n/a Accreditation not applicable

* Not all certifications held by the laboratory are applicable to the results reported in the attached report.

* Accreditation is only applicable to the test methods specified on each scope of accreditation held by Pace Analytical.



Agency, Authorized Purchaser or Agent: Oregon DEQ	Contract Laboratory Name: Pace National	Lab Selection Criteria: <input type="checkbox"/> Proximity (if TAT < 48 hrs) <input type="checkbox"/> Prior work on same project <input checked="" type="checkbox"/> Cost (for anticipated analyses) <input type="checkbox"/> Other labs disqualified or unable to perform requested services <input type="checkbox"/> Emergency work
Send Lab Report To: Katie Daugherty Address: Department of Environmental Quality 700 NE Multnomah St, Suite 600 Portland, OR 97232	Lab Batch #: Invoice To: ODEQ/Business Office Address: 700 NE Multnomah Street, Suite 600 Portland, OR. 97232	Round Time: <input checked="" type="checkbox"/> 10 days (std.) <input type="checkbox"/> 5 days <input type="checkbox"/> 72 hours <input type="checkbox"/> 48 hours <input type="checkbox"/> 24 hours <input type="checkbox"/> Other
E-mail: Katie.DAUGHERTY@deq.oregon.gov		Tel #: (800) 452-4011

Project Name: Ione Gas Project #: 23006039				Sample Preservative										Comments 2/16/8553
				Requested Analyses										
Sample ID#	Collection Date/Time	Matrix	Number of Containers	NWTPH-HCID	NWTPH-Gx	NWTPH-Dx W SGC	PAHs by EPA 8270C SIM	VOCs by EPA 8260B	BTEX by EPA 8260B	Lead by EPA 6020	Cd, Cr and Pb by EPA 6020	PCBs		
WO	5/16/23- 5:00 PM	S	3			X	X	X			X	X	-01	
RGW	5/16/23-3:24 PM	S		X									-02	
RGE	5/16/23-3:31 PM	S		X									-03	
RDW	5/16/23-1:20 PM	S		X									-04	
RDE	5/16/23-1:27 PM	S		X									-05	
UDE	5/16/23-4:45 PM	C		X									-06	
DE	5/17/23-9:20 AM	S		X									-07	
DW	5/17/23-8:30 AM	S		X									-08	
P1	5/17/23-9:02 AM	S		X									-09	
P2	5/17/23-10:42 AM	S		X									-10	
TP1	5/17/23-7:52 AM	S		X									-11	
TP2	5/17/23-4:30 AM	S	✓	X									-12	

Notes: Report Results to: MStevens@apexcos.com; Kelsi.Evans@apexcos.com; Steve.Misher@apexcos.com; Katie.DAUGHERTY@deq.oregon.gov
 If HCID positive for Gx, run NWTPH-Gx, VOCs and Pb. If HCID positive for Dx, run NWTPH-Dx, BTEX and PAHs.

Relinquished By: <i>Ben Ech</i>	Agency/Agent: Apex Companies	Received By: <i>[Signature]</i>	Agency: <i>PACE</i>
Signature: <i>[Signature]</i>	Time & Date:	Signature: <i>[Signature]</i>	Time & Date: <i>0505 5/14/23</i>
Relinquished By:	Agency/Agent:	Received By:	Agency/Agent:
Signature:	Time & Date:	Signature:	Time & Date:

NOTB
36 received

Sample Receipt Checklist

COC Seal Present/Intact: Y N If Applicable

COC Signed/Accurate: Y N VOA Zero Headspace: Y N

Bottles arrive intact: Y N Pres. Correct/Check: Y N

Correct bottles used: Y N

Sufficient volume sent: Y N

RAD Screen <0.5 mR/hr: Y N

MS47
Fedex
2010-20 6285 1099 9383

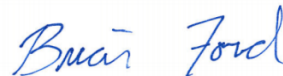
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Oregon Dept. of Env. Quality - ODEQ

Sample Delivery Group: L1619247
Samples Received: 05/23/2023
Project Number: 23006039
Description: lone Gas

Report To: Katie Daugherty

Entire Report Reviewed By:



Brian Ford
Project Manager

Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by Pace Analytical National is performed per guidance provided in laboratory standard operating procedures ENV-SOP-MTJL-0067 and ENV-SOP-MTJL-0068. Where sampling conducted by the customer, results relate to the accuracy of the information provided, and as the samples are received.

Pace Analytical National

12065 Lebanon Rd Mount Juliet, TN 37122 615-758-5858 800-767-5859 www.pacenational.com

TABLE OF CONTENTS

Cp: Cover Page	1	
Tc: Table of Contents	2	
Ss: Sample Summary	3	
Cn: Case Narrative	4	
Sr: Sample Results	5	
B-1-9FT L1619247-01	5	
Qc: Quality Control Summary	6	
Total Solids by Method 2540 G-2011	6	
Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID	7	
Gl: Glossary of Terms	8	
Al: Accreditations & Locations	9	
Sc: Sample Chain of Custody	10	

SAMPLE SUMMARY

B-1-9FT L1619247-01 Solid

Collected by:
 Collected date/time: 05/19/23 11:25
 Received date/time: 05/23/23 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2065580	1	05/24/23 17:58	05/24/23 18:34	CMK	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID	WG2066274	1	05/25/23 16:10	05/26/23 07:27	JAS	Mt. Juliet, TN

- ¹ Cp
- ² Tc
- ³ Ss
- ⁴ Cn
- ⁵ Sr
- ⁶ Qc
- ⁷ Gl
- ⁸ Al
- ⁹ Sc

CASE NARRATIVE

All sample aliquots were received at the correct temperature, in the proper containers, with the appropriate preservatives, and within method specified holding times, unless qualified or notated within the report. Where applicable, all MDL (LOD) and RDL (LOQ) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.



Brian Ford
Project Manager

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis date / time	Batch
Total Solids	76.0		1	05/24/2023 18:34	WG2065580

Semi-Volatile Organic Compounds (GC) by Method NWTPH-HCID

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Gasoline (C7-C12)	44.5		1.75	5.26	1	05/26/2023 07:27	WG2066274
Mineral Spirits	U		1.75	5.26	1	05/26/2023 07:27	WG2066274
Kerosene	U		1.75	5.26	1	05/26/2023 07:27	WG2066274
Diesel (C12-C24)	18.3		1.75	5.26	1	05/26/2023 07:27	WG2066274
#6 Fuel Oil	U		1.75	5.26	1	05/26/2023 07:27	WG2066274
Hydraulic Fluid	U		1.75	5.26	1	05/26/2023 07:27	WG2066274
Motor Oil (C24-C30)	U		4.38	13.2	1	05/26/2023 07:27	WG2066274
(S) o-Terphenyl	49.7			18.0-148		05/26/2023 07:27	WG2066274

Sample Narrative:

L1619247-01 WG2066274: Sample resembles laboratory standard for Kerosene.

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Method Blank (MB)

(MB) R3929171-1 05/24/23 18:34

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	%		%	%
Total Solids	0.000			

1 Cp

2 Tc

3 Ss

L1619262-06 Original Sample (OS) • Duplicate (DUP)

(OS) L1619262-06 05/24/23 18:34 • (DUP) R3929171-3 05/24/23 18:34

Analyte	Original Result	DUP Result	Dilution	DUP RPD	DUP Qualifier	DUP RPD Limits
	%	%		%		%
Total Solids	83.6	83.5	1	0.0792		10

4 Cn

5 Sr

Laboratory Control Sample (LCS)

(LCS) R3929171-2 05/24/23 18:34

Analyte	Spike Amount	LCS Result	LCS Rec.	Rec. Limits	LCS Qualifier
	%	%	%	%	
Total Solids	50.0	50.0	100	85.0-115	

6 Qc

7 Gl

8 Al

9 Sc

Method Blank (MB)

(MB) R3929737-3 05/26/23 10:23

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Gasoline (C7-C12)	U		1.33	4.00
Mineral Spirits	U		1.33	4.00
Kerosene	U		1.33	4.00
Diesel (C12-C24)	U		1.33	4.00
#6 Fuel Oil	U		1.33	4.00
Hydraulic Fluid	U		1.33	4.00
Motor Oil (C24-C30)	U		3.33	10.0
<i>(S) o-Terphenyl</i>	47.4			18.0-148

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Laboratory Control Sample (LCS)

(LCS) R3929737-4 05/26/23 10:37

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Diesel (C12-C24)	50.0	31.9	63.8	50.0-150	
<i>(S) o-Terphenyl</i>			71.8	18.0-148	

L1618553-03 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1618553-03 05/26/23 06:11 • (MS) R3929737-1 05/26/23 06:24 • (MSD) R3929737-2 05/26/23 06:37

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Diesel (C12-C24)	67.0	65.0	81.8	61.1	25.1	0.000	1	50.0-150	J6	J3 J6	29.0	20
<i>(S) o-Terphenyl</i>					49.8	57.7		18.0-148				

Sample Narrative:

OS: Sample resembles laboratory standard for Diesel.

GLOSSARY OF TERMS

Guide to Reading and Understanding Your Laboratory Report

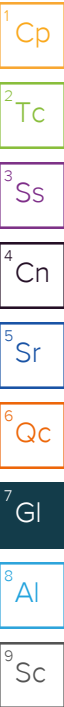
The information below is designed to better explain the various terms used in your report of analytical results from the Laboratory. This is not intended as a comprehensive explanation, and if you have additional questions please contact your project representative.

Results Disclaimer - Information that may be provided by the customer, and contained within this report, include Permit Limits, Project Name, Sample ID, Sample Matrix, Sample Preservation, Field Blanks, Field Spikes, Field Duplicates, On-Site Data, Sampling Collection Dates/Times, and Sampling Location. Results relate to the accuracy of this information provided, and as the samples are received.

Abbreviations and Definitions

(dry)	Results are reported based on the dry weight of the sample. [this will only be present on a dry report basis for soils].
MDL	Method Detection Limit.
MDL (dry)	Method Detection Limit.
RDL	Reported Detection Limit.
RDL (dry)	Reported Detection Limit.
Rec.	Recovery.
RPD	Relative Percent Difference.
SDG	Sample Delivery Group.
(S)	Surrogate (Surrogate Standard) - Analytes added to every blank, sample, Laboratory Control Sample/Duplicate and Matrix Spike/Duplicate; used to evaluate analytical efficiency by measuring recovery. Surrogates are not expected to be detected in all environmental media.
U	Not detected at the Reporting Limit (or MDL where applicable).
Analyte	The name of the particular compound or analysis performed. Some Analyses and Methods will have multiple analytes reported.
Dilution	If the sample matrix contains an interfering material, the sample preparation volume or weight values differ from the standard, or if concentrations of analytes in the sample are higher than the highest limit of concentration that the laboratory can accurately report, the sample may be diluted for analysis. If a value different than 1 is used in this field, the result reported has already been corrected for this factor.
Limits	These are the target % recovery ranges or % difference value that the laboratory has historically determined as normal for the method and analyte being reported. Successful QC Sample analysis will target all analytes recovered or duplicated within these ranges.
Original Sample	The non-spiked sample in the prep batch used to determine the Relative Percent Difference (RPD) from a quality control sample. The Original Sample may not be included within the reported SDG.
Qualifier	This column provides a letter and/or number designation that corresponds to additional information concerning the result reported. If a Qualifier is present, a definition per Qualifier is provided within the Glossary and Definitions page and potentially a discussion of possible implications of the Qualifier in the Case Narrative if applicable.
Result	The actual analytical final result (corrected for any sample specific characteristics) reported for your sample. If there was no measurable result returned for a specific analyte, the result in this column may state "ND" (Not Detected) or "BDL" (Below Detectable Levels). The information in the results column should always be accompanied by either an MDL (Method Detection Limit) or RDL (Reporting Detection Limit) that defines the lowest value that the laboratory could detect or report for this analyte.
Uncertainty (Radiochemistry)	Confidence level of 2 sigma.
Case Narrative (Cn)	A brief discussion about the included sample results, including a discussion of any non-conformances to protocol observed either at sample receipt by the laboratory from the field or during the analytical process. If present, there will be a section in the Case Narrative to discuss the meaning of any data qualifiers used in the report.
Quality Control Summary (Qc)	This section of the report includes the results of the laboratory quality control analyses required by procedure or analytical methods to assist in evaluating the validity of the results reported for your samples. These analyses are not being performed on your samples typically, but on laboratory generated material.
Sample Chain of Custody (Sc)	This is the document created in the field when your samples were initially collected. This is used to verify the time and date of collection, the person collecting the samples, and the analyses that the laboratory is requested to perform. This chain of custody also documents all persons (excluding commercial shippers) that have had control or possession of the samples from the time of collection until delivery to the laboratory for analysis.
Sample Results (Sr)	This section of your report will provide the results of all testing performed on your samples. These results are provided by sample ID and are separated by the analyses performed on each sample. The header line of each analysis section for each sample will provide the name and method number for the analysis reported.
Sample Summary (Ss)	This section of the Analytical Report defines the specific analyses performed for each sample ID, including the dates and times of preparation and/or analysis.

Qualifier	Description
J3	The associated batch QC was outside the established quality control range for precision.
J6	The sample matrix interfered with the ability to make any accurate determination; spike value is low.



ACCREDITATIONS & LOCATIONS

Pace Analytical National 12065 Lebanon Rd Mount Juliet, TN 37122

Alabama	40660	Nebraska	NE-OS-15-05
Alaska	17-026	Nevada	TN000032021-1
Arizona	AZ0612	New Hampshire	2975
Arkansas	88-0469	New Jersey–NELAP	TN002
California	2932	New Mexico ¹	TN00003
Colorado	TN00003	New York	11742
Connecticut	PH-0197	North Carolina	Env375
Florida	E87487	North Carolina ¹	DW21704
Georgia	NELAP	North Carolina ³	41
Georgia ¹	923	North Dakota	R-140
Idaho	TN00003	Ohio–VAP	CL0069
Illinois	200008	Oklahoma	9915
Indiana	C-TN-01	Oregon	TN200002
Iowa	364	Pennsylvania	68-02979
Kansas	E-10277	Rhode Island	LA000356
Kentucky ^{1,6}	KY90010	South Carolina	84004002
Kentucky ²	16	South Dakota	n/a
Louisiana	AI30792	Tennessee ^{1,4}	2006
Louisiana	LA018	Texas	T104704245-20-18
Maine	TN00003	Texas ⁵	LAB0152
Maryland	324	Utah	TN000032021-11
Massachusetts	M-TN003	Vermont	VT2006
Michigan	9958	Virginia	110033
Minnesota	047-999-395	Washington	C847
Mississippi	TN00003	West Virginia	233
Missouri	340	Wisconsin	998093910
Montana	CERT0086	Wyoming	A2LA
A2LA – ISO 17025	1461.01	AIHA-LAP,LLC EMLAP	100789
A2LA – ISO 17025 ⁵	1461.02	DOD	1461.01
Canada	1461.01	USDA	P330-15-00234
EPA–Crypto	TN00003		

¹ Drinking Water ² Underground Storage Tanks ³ Aquatic Toxicity ⁴ Chemical/Microbiological ⁵ Mold ⁶ Wastewater n/a Accreditation not applicable

* Not all certifications held by the laboratory are applicable to the results reported in the attached report.

* Accreditation is only applicable to the test methods specified on each scope of accreditation held by Pace Analytical.

¹ Cp

² Tc

³ Ss

⁴ Cn

⁵ Sr

⁶ Qc

⁷ Gl

⁸ Al

⁹ Sc

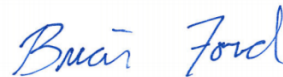
- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

Oregon Dept. of Env. Quality - ODEQ

Sample Delivery Group: L1621038
Samples Received: 05/19/2023
Project Number: 23006039
Description: lone Gas

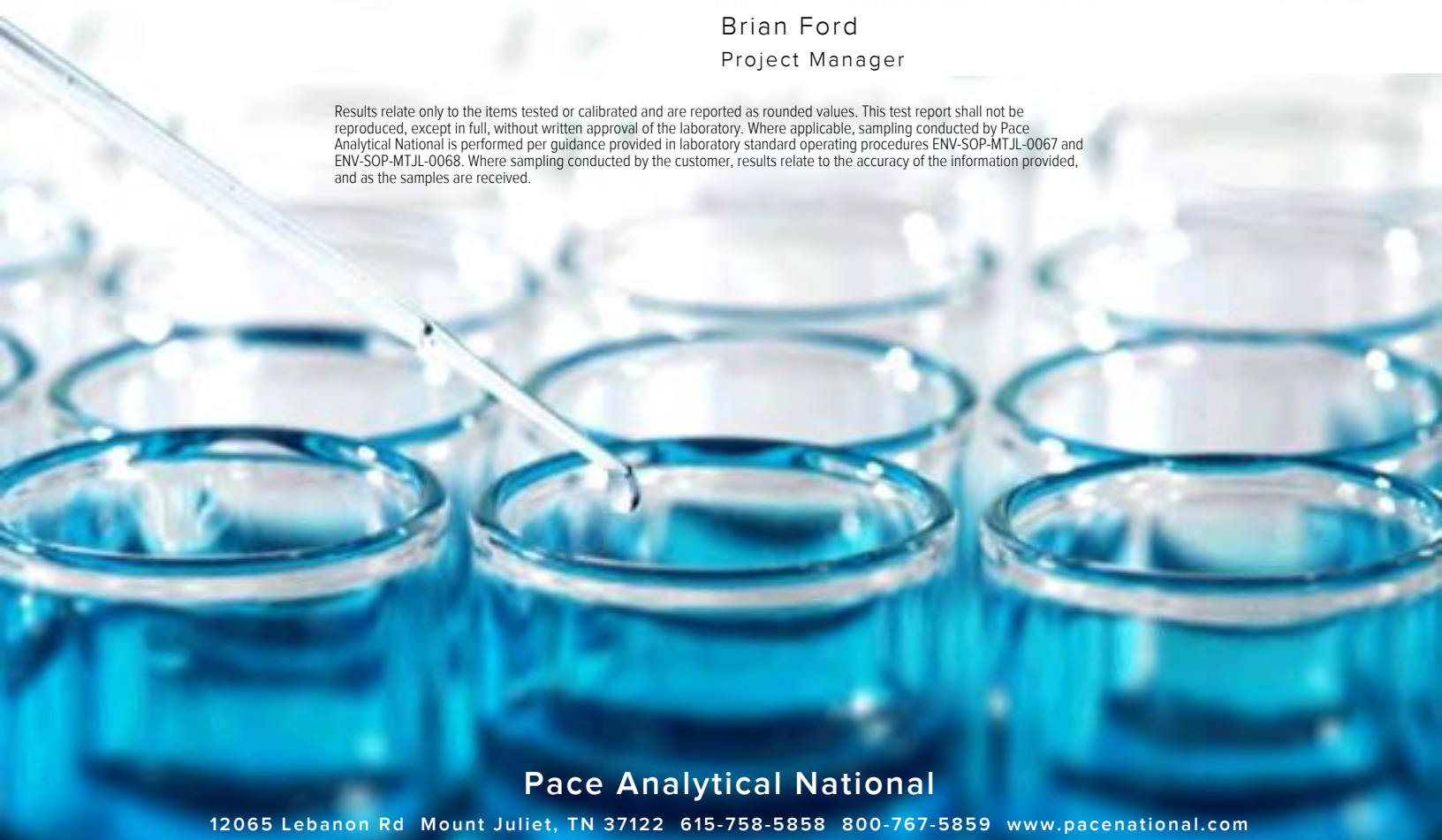
Report To: Katie Daugherty

Entire Report Reviewed By:



Brian Ford
Project Manager









Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by Pace Analytical National is performed per guidance provided in laboratory standard operating procedures ENV-SOP-MTJL-0067 and ENV-SOP-MTJL-0068. Where sampling conducted by the customer, results relate to the accuracy of the information provided, and as the samples are received.



Pace Analytical National

12065 Lebanon Rd Mount Juliet, TN 37122 615-758-5858 800-767-5859 www.pacenational.com

TABLE OF CONTENTS

Cp: Cover Page	1	
Tc: Table of Contents	2	
Ss: Sample Summary	3	
Cn: Case Narrative	5	
Sr: Sample Results	6	
RGW L1621038-01	6	
RGE L1621038-02	9	
RDW L1621038-03	12	
RDE L1621038-04	15	
UDE L1621038-05	18	
DE L1621038-06	19	
P1 L1621038-07	20	
TP1 L1621038-08	23	
TP2 L1621038-09	26	
Qc: Quality Control Summary	29	
Total Solids by Method 2540 G-2011	29	
Metals (ICPMS) by Method 6020B	31	
Volatile Organic Compounds (GC) by Method NWTPHGX	32	
Volatile Organic Compounds (GC/MS) by Method 8260D	33	
Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT	41	
Polychlorinated Biphenyls (GC) by Method 8082 A	42	
Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM	43	
Gl: Glossary of Terms	45	
Al: Accreditations & Locations	46	
Sc: Sample Chain of Custody	47	

SAMPLE SUMMARY

RGW L1621038-01 Solid

Collected by
Collected date/time
Received date/time

05/16/23 15:24 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064413	1	05/22/23 15:19	05/22/23 15:26	JAV	Mt. Juliet, TN
Metals (ICPMS) by Method 6020B	WG2071593	5	06/05/23 11:35	06/05/23 20:16	LD	Mt. Juliet, TN
Volatile Organic Compounds (GC) by Method NWTPHGX	WG2068629	100	05/16/23 15:24	05/30/23 18:21	ACG	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260D	WG2068668	8	05/16/23 15:24	05/30/23 17:28	AV	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT	WG2068885	1	05/31/23 11:59	05/31/23 18:53	KAP	Mt. Juliet, TN
Polychlorinated Biphenyls (GC) by Method 8082 A	WG2069580	1	06/01/23 06:16	06/01/23 20:52	NWH	Mt. Juliet, TN
Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM	WG2068945	1	05/31/23 20:14	06/01/23 05:28	DSH	Mt. Juliet, TN

1
Cp

2
Tc

3
Ss

4
Cn

5
Sr

6
Qc

7
Gl

8
Al

9
Sc

RGE L1621038-02 Solid

Collected by
Collected date/time
Received date/time

05/16/23 15:31 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064413	1	05/22/23 15:19	05/22/23 15:26	JAV	Mt. Juliet, TN
Metals (ICPMS) by Method 6020B	WG2071593	5	06/05/23 11:35	06/05/23 20:19	LD	Mt. Juliet, TN
Volatile Organic Compounds (GC) by Method NWTPHGX	WG2068629	25	05/16/23 15:31	05/30/23 16:41	ACG	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260D	WG2068668	1	05/16/23 15:31	05/30/23 16:09	AV	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT	WG2068885	1	05/31/23 11:59	05/31/23 20:14	KAP	Mt. Juliet, TN
Polychlorinated Biphenyls (GC) by Method 8082 A	WG2069580	1	06/01/23 06:16	06/01/23 21:01	NWH	Mt. Juliet, TN
Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM	WG2068945	1	05/31/23 20:14	06/01/23 05:45	DSH	Mt. Juliet, TN

RDW L1621038-03 Solid

Collected by
Collected date/time
Received date/time

05/16/23 13:20 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064413	1	05/22/23 15:19	05/22/23 15:26	JAV	Mt. Juliet, TN
Metals (ICPMS) by Method 6020B	WG2071593	5	06/05/23 11:35	06/05/23 20:23	LD	Mt. Juliet, TN
Volatile Organic Compounds (GC) by Method NWTPHGX	WG2068629	25	05/16/23 13:20	05/30/23 17:06	ACG	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260D	WG2068668	1	05/16/23 13:20	05/30/23 16:29	AV	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT	WG2068885	1	05/31/23 11:59	05/31/23 19:47	KAP	Mt. Juliet, TN
Polychlorinated Biphenyls (GC) by Method 8082 A	WG2069580	1	06/01/23 06:16	06/01/23 21:11	NWH	Mt. Juliet, TN
Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM	WG2068945	1	05/31/23 20:14	06/01/23 06:03	DSH	Mt. Juliet, TN

RDE L1621038-04 Solid

Collected by
Collected date/time
Received date/time

05/16/23 13:27 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064413	1	05/22/23 15:19	05/22/23 15:26	JAV	Mt. Juliet, TN
Metals (ICPMS) by Method 6020B	WG2071593	5	06/05/23 11:35	06/05/23 20:26	LD	Mt. Juliet, TN
Volatile Organic Compounds (GC) by Method NWTPHGX	WG2068629	25	05/16/23 13:27	05/30/23 17:31	ACG	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260D	WG2068668	1	05/16/23 13:27	05/30/23 16:49	AV	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT	WG2068885	1	05/31/23 11:59	05/31/23 20:27	KAP	Mt. Juliet, TN
Polychlorinated Biphenyls (GC) by Method 8082 A	WG2069580	1	06/01/23 06:16	06/01/23 21:21	NWH	Mt. Juliet, TN
Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM	WG2068945	1	05/31/23 20:14	06/01/23 06:20	DSH	Mt. Juliet, TN

UDE L1621038-05 Solid

Collected by
Collected date/time
Received date/time

05/16/23 16:45 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064413	1	05/22/23 15:19	05/22/23 15:26	JAV	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260D	WG2068680	1.1	05/16/23 16:45	05/30/23 16:04	JHH	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT	WG2068885	1	05/31/23 11:59	05/31/23 21:19	KAP	Mt. Juliet, TN
Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM	WG2068945	1	05/31/23 20:14	06/01/23 06:37	DSH	Mt. Juliet, TN

SAMPLE SUMMARY

DE L1621038-06 Solid

Collected by
Collected date/time
Received date/time

05/17/23 09:20 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064413	1	05/22/23 15:19	05/22/23 15:26	JAV	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260D	WG2068680	1.17	05/17/23 09:20	05/30/23 16:23	JHH	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT	WG2068885	1	05/31/23 11:59	05/31/23 21:06	KAP	Mt. Juliet, TN
Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM	WG2068945	1	05/31/23 20:14	06/01/23 06:55	DSH	Mt. Juliet, TN

1 Cp

2 Tc

3 Ss

4 Cn

P1 L1621038-07 Solid

Collected by
Collected date/time
Received date/time

05/17/23 09:52 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064414	1	05/23/23 05:30	05/23/23 05:43	JAV	Mt. Juliet, TN
Metals (ICPMS) by Method 6020B	WG2071593	10	06/05/23 11:35	06/05/23 21:10	LD	Mt. Juliet, TN
Volatile Organic Compounds (GC) by Method NWTPHGX	WG2068629	25	05/17/23 09:52	05/30/23 17:56	ACG	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260D	WG2068668	1	05/17/23 09:52	05/30/23 17:08	AV	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT	WG2068885	1	05/31/23 11:59	05/31/23 21:32	KAP	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT	WG2068885	5	05/31/23 11:59	06/01/23 10:12	JAS	Mt. Juliet, TN
Polychlorinated Biphenyls (GC) by Method 8082 A	WG2069580	1	06/01/23 06:16	06/01/23 21:31	NWH	Mt. Juliet, TN
Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM	WG2068945	1	05/31/23 20:14	06/01/23 07:47	DSH	Mt. Juliet, TN

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

TP1 L1621038-08 Solid

Collected by
Collected date/time
Received date/time

05/17/23 15:52 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064414	1	05/23/23 05:30	05/23/23 05:43	JAV	Mt. Juliet, TN
Metals (ICPMS) by Method 6020B	WG2071593	5	06/05/23 11:35	06/05/23 20:32	LD	Mt. Juliet, TN
Volatile Organic Compounds (GC) by Method NWTPHGX	WG2068629	100	05/17/23 15:52	05/30/23 18:45	ACG	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260D	WG2068668	8	05/17/23 15:52	05/30/23 17:47	AV	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260D	WG2070105	40	05/17/23 15:52	06/01/23 18:06	DWR	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT	WG2068885	1	05/31/23 11:59	05/31/23 20:53	KAP	Mt. Juliet, TN
Polychlorinated Biphenyls (GC) by Method 8082 A	WG2069580	1	06/01/23 06:16	06/01/23 21:41	NWH	Mt. Juliet, TN
Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM	WG2068945	1	05/31/23 20:14	06/01/23 07:12	DSH	Mt. Juliet, TN

TP2 L1621038-09 Solid

Collected by
Collected date/time
Received date/time

05/17/23 09:30 05/19/23 09:05

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2064414	1	05/23/23 05:30	05/23/23 05:43	JAV	Mt. Juliet, TN
Metals (ICPMS) by Method 6020B	WG2071593	5	06/05/23 11:35	06/05/23 20:36	LD	Mt. Juliet, TN
Volatile Organic Compounds (GC) by Method NWTPHGX	WG2068629	250	05/17/23 09:30	05/30/23 19:10	ACG	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260D	WG2068668	20	05/17/23 09:30	05/30/23 18:07	AV	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT	WG2068885	1	05/31/23 11:59	05/31/23 20:40	KAP	Mt. Juliet, TN
Polychlorinated Biphenyls (GC) by Method 8082 A	WG2069580	1	06/01/23 06:16	06/01/23 21:50	NWH	Mt. Juliet, TN
Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM	WG2068945	1	05/31/23 20:14	06/01/23 07:29	DSH	Mt. Juliet, TN

CASE NARRATIVE

All sample aliquots were received at the correct temperature, in the proper containers, with the appropriate preservatives, and within method specified holding times, unless qualified or notated within the report. Where applicable, all MDL (LOD) and RDL (LOQ) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.



Brian Ford
Project Manager

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	72.5		1	05/22/2023 15:26	WG2064413

Metals (ICPMS) by Method 6020B

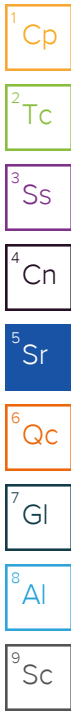
Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	7.30		0.137	2.76	5	06/05/2023 20:16	WG2071593

Volatile Organic Compounds (GC) by Method NWTPHGX

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Gasoline Range Organics-NWTPH	51.8		6.41	18.9	100	05/30/2023 18:21	WG2068629
(S) a, a, a-Trifluorotoluene(FID)	96.5			77.0-120		05/30/2023 18:21	WG2068629

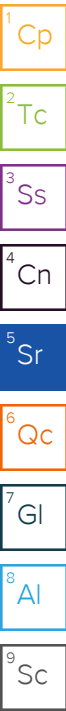
Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Acetone	U		0.552	0.756	8	05/30/2023 17:28	WG2068668
Acrylonitrile	U		0.0546	0.189	8	05/30/2023 17:28	WG2068668
Benzene	0.00923	J	0.00707	0.0151	8	05/30/2023 17:28	WG2068668
Bromobenzene	U		0.0136	0.189	8	05/30/2023 17:28	WG2068668
Bromodichloromethane	U		0.0110	0.0378	8	05/30/2023 17:28	WG2068668
Bromoform	U		0.0177	0.378	8	05/30/2023 17:28	WG2068668
Bromomethane	U		0.0299	0.189	8	05/30/2023 17:28	WG2068668
n-Butylbenzene	U		0.0794	0.189	8	05/30/2023 17:28	WG2068668
sec-Butylbenzene	U		0.0435	0.189	8	05/30/2023 17:28	WG2068668
tert-Butylbenzene	U		0.0295	0.0756	8	05/30/2023 17:28	WG2068668
Carbon disulfide	U		0.0106	0.189	8	05/30/2023 17:28	WG2068668
Carbon tetrachloride	U		0.0136	0.0756	8	05/30/2023 17:28	WG2068668
Chlorobenzene	U		0.00318	0.0378	8	05/30/2023 17:28	WG2068668
Chlorodibromomethane	U		0.00926	0.0378	8	05/30/2023 17:28	WG2068668
Chloroethane	U		0.0257	0.0756	8	05/30/2023 17:28	WG2068668
Chloroform	U		0.0156	0.0378	8	05/30/2023 17:28	WG2068668
Chloromethane	U		0.0658	0.189	8	05/30/2023 17:28	WG2068668
2-Chlorotoluene	U		0.0131	0.0378	8	05/30/2023 17:28	WG2068668
4-Chlorotoluene	U		0.00681	0.0756	8	05/30/2023 17:28	WG2068668
1,2-Dibromo-3-Chloropropane	U		0.0590	0.378	8	05/30/2023 17:28	WG2068668
1,2-Dibromoethane	U		0.00979	0.0378	8	05/30/2023 17:28	WG2068668
Dibromomethane	U		0.0113	0.0756	8	05/30/2023 17:28	WG2068668
1,2-Dichlorobenzene	U		0.00643	0.0756	8	05/30/2023 17:28	WG2068668
1,3-Dichlorobenzene	U		0.00907	0.0756	8	05/30/2023 17:28	WG2068668
1,4-Dichlorobenzene	U		0.0106	0.0756	8	05/30/2023 17:28	WG2068668
Dichlorodifluoromethane	U		0.0244	0.0378	8	05/30/2023 17:28	WG2068668
1,1-Dichloroethane	U		0.00743	0.0378	8	05/30/2023 17:28	WG2068668
1,2-Dichloroethane	U		0.00981	0.0378	8	05/30/2023 17:28	WG2068668
1,1-Dichloroethene	U		0.00917	0.0378	8	05/30/2023 17:28	WG2068668
cis-1,2-Dichloroethene	U		0.0111	0.0378	8	05/30/2023 17:28	WG2068668
trans-1,2-Dichloroethene	U		0.0157	0.0756	8	05/30/2023 17:28	WG2068668
1,2-Dichloropropane	U		0.0216	0.0756	8	05/30/2023 17:28	WG2068668
1,1-Dichloropropene	U		0.0122	0.0378	8	05/30/2023 17:28	WG2068668
1,3-Dichloropropane	U		0.00758	0.0756	8	05/30/2023 17:28	WG2068668
cis-1,3-Dichloropropene	U		0.0115	0.0378	8	05/30/2023 17:28	WG2068668
trans-1,3-Dichloropropene	U		0.0172	0.0756	8	05/30/2023 17:28	WG2068668
2,2-Dichloropropane	U		0.0208	0.0378	8	05/30/2023 17:28	WG2068668
Di-isopropyl ether	U		0.00620	0.0151	8	05/30/2023 17:28	WG2068668



Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Ethylbenzene	0.582		0.0112	0.0378	8	05/30/2023 17:28	WG2068668
Hexachloro-1,3-butadiene	U		0.0907	0.378	8	05/30/2023 17:28	WG2068668
Isopropylbenzene	0.151		0.00643	0.0378	8	05/30/2023 17:28	WG2068668
p-Isopropyltoluene	0.217		0.0386	0.0756	8	05/30/2023 17:28	WG2068668
2-Butanone (MEK)	U		0.960	1.51	8	05/30/2023 17:28	WG2068668
Methylene Chloride	U		0.100	0.378	8	05/30/2023 17:28	WG2068668
4-Methyl-2-pentanone (MIBK)	U		0.0344	0.378	8	05/30/2023 17:28	WG2068668
Methyl tert-butyl ether	U		0.00529	0.0151	8	05/30/2023 17:28	WG2068668
Naphthalene	0.444		0.0737	0.189	8	05/30/2023 17:28	WG2068668
n-Propylbenzene	0.539		0.0144	0.0756	8	05/30/2023 17:28	WG2068668
Styrene	U		0.00346	0.189	8	05/30/2023 17:28	WG2068668
1,1,1,2-Tetrachloroethane	U		0.0143	0.0378	8	05/30/2023 17:28	WG2068668
1,1,2,2-Tetrachloroethane	U		0.0105	0.0378	8	05/30/2023 17:28	WG2068668
1,1,2-Trichlorotrifluoroethane	U		0.0114	0.0378	8	05/30/2023 17:28	WG2068668
Tetrachloroethene	U		0.0136	0.0378	8	05/30/2023 17:28	WG2068668
Toluene	0.0199	J	0.0197	0.0756	8	05/30/2023 17:28	WG2068668
1,2,3-Trichlorobenzene	U		0.111	0.189	8	05/30/2023 17:28	WG2068668
1,2,4-Trichlorobenzene	U		0.0665	0.189	8	05/30/2023 17:28	WG2068668
1,1,1-Trichloroethane	U		0.0140	0.0378	8	05/30/2023 17:28	WG2068668
1,1,2-Trichloroethane	U		0.00904	0.0378	8	05/30/2023 17:28	WG2068668
Trichloroethene	U		0.00883	0.0151	8	05/30/2023 17:28	WG2068668
Trichlorofluoromethane	U		0.0125	0.0378	8	05/30/2023 17:28	WG2068668
1,2,3-Trichloropropane	U		0.0246	0.189	8	05/30/2023 17:28	WG2068668
1,2,4-Trimethylbenzene	3.95		0.0238	0.0756	8	05/30/2023 17:28	WG2068668
1,2,3-Trimethylbenzene	1.08		0.0238	0.0756	8	05/30/2023 17:28	WG2068668
1,3,5-Trimethylbenzene	1.21		0.0302	0.0756	8	05/30/2023 17:28	WG2068668
Vinyl chloride	U		0.0175	0.0378	8	05/30/2023 17:28	WG2068668
Xylenes, Total	2.42		0.0133	0.0983	8	05/30/2023 17:28	WG2068668
(S) Toluene-d8	100			75.0-131		05/30/2023 17:28	WG2068668
(S) 4-Bromofluorobenzene	107			67.0-138		05/30/2023 17:28	WG2068668
(S) 1,2-Dichloroethane-d4	86.6			70.0-130		05/30/2023 17:28	WG2068668



Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Diesel Range Organics (DRO)	73.9	T8	1.83	5.52	1	05/31/2023 18:53	WG2068885
Residual Range Organics (RRO)	U	T8	4.59	13.8	1	05/31/2023 18:53	WG2068885
(S) o-Terphenyl	63.6			18.0-148		05/31/2023 18:53	WG2068885

Sample Narrative:

L1621038-01 WG2068885: Sample resembles laboratory standard for Diesel.

Polychlorinated Biphenyls (GC) by Method 8082 A

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
PCB 1268	U		0.0102	0.0234	1	06/01/2023 20:52	WG2069580
PCB 1016	U		0.0163	0.0469	1	06/01/2023 20:52	WG2069580
PCB 1221	U		0.0163	0.0469	1	06/01/2023 20:52	WG2069580
PCB 1232	U		0.0163	0.0469	1	06/01/2023 20:52	WG2069580
PCB 1242	U		0.0163	0.0469	1	06/01/2023 20:52	WG2069580
PCB 1248	U		0.0102	0.0234	1	06/01/2023 20:52	WG2069580
PCB 1254	U		0.0102	0.0234	1	06/01/2023 20:52	WG2069580
PCB 1260	U		0.0102	0.0234	1	06/01/2023 20:52	WG2069580
PCB 1262	U		0.0102	0.0234	1	06/01/2023 20:52	WG2069580
(S) Decachlorobiphenyl	82.7			10.0-135		06/01/2023 20:52	WG2069580

Polychlorinated Biphenyls (GC) by Method 8082 A

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
(S) Tetrachloro-m-xylene	70.0			10.0-139		06/01/2023 20:52	WG2069580

Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Anthracene	U	Q	0.00317	0.00827	1	06/01/2023 05:28	WG2068945
Acenaphthene	0.00525	Q	0.00288	0.00827	1	06/01/2023 05:28	WG2068945
Acenaphthylene	U	Q	0.00298	0.00827	1	06/01/2023 05:28	WG2068945
Benzo(a)anthracene	U	Q	0.00239	0.00827	1	06/01/2023 05:28	WG2068945
Benzo(a)pyrene	U	Q	0.00247	0.00827	1	06/01/2023 05:28	WG2068945
Benzo(b)fluoranthene	U	Q	0.00211	0.00827	1	06/01/2023 05:28	WG2068945
Benzo(g,h,i)perylene	U	Q	0.00244	0.00827	1	06/01/2023 05:28	WG2068945
Benzo(k)fluoranthene	U	Q	0.00297	0.00827	1	06/01/2023 05:28	WG2068945
Chrysene	U	Q	0.00320	0.00827	1	06/01/2023 05:28	WG2068945
Dibenz(a,h)anthracene	U	Q	0.00237	0.00827	1	06/01/2023 05:28	WG2068945
Fluoranthene	U	Q	0.00313	0.00827	1	06/01/2023 05:28	WG2068945
Fluorene	0.0131	Q	0.00283	0.00827	1	06/01/2023 05:28	WG2068945
Indeno(1,2,3-cd)pyrene	U	Q	0.00250	0.00827	1	06/01/2023 05:28	WG2068945
Naphthalene	U	Q	0.00563	0.0276	1	06/01/2023 05:28	WG2068945
Phenanthrene	0.00812	Q	0.00319	0.00827	1	06/01/2023 05:28	WG2068945
Pyrene	U	Q	0.00276	0.00827	1	06/01/2023 05:28	WG2068945
1-Methylnaphthalene	0.0181	Q	0.00619	0.0276	1	06/01/2023 05:28	WG2068945
2-Methylnaphthalene	U	Q	0.00589	0.0276	1	06/01/2023 05:28	WG2068945
2-Chloronaphthalene	U	Q	0.00643	0.0276	1	06/01/2023 05:28	WG2068945
(S) p-Terphenyl-d14	83.9			23.0-120		06/01/2023 05:28	WG2068945
(S) Nitrobenzene-d5	44.3			14.0-149		06/01/2023 05:28	WG2068945
(S) 2-Fluorobiphenyl	65.9			34.0-125		06/01/2023 05:28	WG2068945

1
Cp

2
Tc

3
Ss

4
Cn

5
Sr

6
Qc

7
Gl

8
Al

9
Sc

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	73.9		1	05/22/2023 15:26	WG2064413

Metals (ICPMS) by Method 6020B

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	7.56		0.134	2.71	5	06/05/2023 20:19	WG2071593

Volatile Organic Compounds (GC) by Method NWTPHGX

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Gasoline Range Organics-NWTPH	U		1.65	4.85	25	05/30/2023 16:41	WG2068629
(S) a, a, a-Trifluorotoluene(FID)	97.6			77.0-120		05/30/2023 16:41	WG2068629

Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Acetone	U		0.0708	0.0970	1	05/30/2023 16:09	WG2068668
Acrylonitrile	U		0.00701	0.0243	1	05/30/2023 16:09	WG2068668
Benzene	U		0.000906	0.00194	1	05/30/2023 16:09	WG2068668
Bromobenzene	U		0.00175	0.0243	1	05/30/2023 16:09	WG2068668
Bromodichloromethane	U		0.00141	0.00485	1	05/30/2023 16:09	WG2068668
Bromoform	U		0.00227	0.0485	1	05/30/2023 16:09	WG2068668
Bromomethane	U		0.00382	0.0243	1	05/30/2023 16:09	WG2068668
n-Butylbenzene	U		0.0102	0.0243	1	05/30/2023 16:09	WG2068668
sec-Butylbenzene	U		0.00559	0.0243	1	05/30/2023 16:09	WG2068668
tert-Butylbenzene	U		0.00378	0.00970	1	05/30/2023 16:09	WG2068668
Carbon disulfide	0.00231	J	0.00136	0.0243	1	05/30/2023 16:09	WG2068668
Carbon tetrachloride	U		0.00174	0.00970	1	05/30/2023 16:09	WG2068668
Chlorobenzene	U		0.000408	0.00485	1	05/30/2023 16:09	WG2068668
Chlorodibromomethane	U		0.00119	0.00485	1	05/30/2023 16:09	WG2068668
Chloroethane	U		0.00330	0.00970	1	05/30/2023 16:09	WG2068668
Chloroform	U		0.00200	0.00485	1	05/30/2023 16:09	WG2068668
Chloromethane	U		0.00844	0.0243	1	05/30/2023 16:09	WG2068668
2-Chlorotoluene	U		0.00168	0.00485	1	05/30/2023 16:09	WG2068668
4-Chlorotoluene	U		0.000873	0.00970	1	05/30/2023 16:09	WG2068668
1,2-Dibromo-3-Chloropropane	U		0.00757	0.0485	1	05/30/2023 16:09	WG2068668
1,2-Dibromoethane	U		0.00126	0.00485	1	05/30/2023 16:09	WG2068668
Dibromomethane	U		0.00146	0.00970	1	05/30/2023 16:09	WG2068668
1,2-Dichlorobenzene	U		0.000825	0.00970	1	05/30/2023 16:09	WG2068668
1,3-Dichlorobenzene	U		0.00116	0.00970	1	05/30/2023 16:09	WG2068668
1,4-Dichlorobenzene	U		0.00136	0.00970	1	05/30/2023 16:09	WG2068668
Dichlorodifluoromethane	U		0.00312	0.00485	1	05/30/2023 16:09	WG2068668
1,1-Dichloroethane	U		0.000953	0.00485	1	05/30/2023 16:09	WG2068668
1,2-Dichloroethane	U		0.00126	0.00485	1	05/30/2023 16:09	WG2068668
1,1-Dichloroethene	U		0.00118	0.00485	1	05/30/2023 16:09	WG2068668
cis-1,2-Dichloroethene	U		0.00142	0.00485	1	05/30/2023 16:09	WG2068668
trans-1,2-Dichloroethene	U		0.00202	0.00970	1	05/30/2023 16:09	WG2068668
1,2-Dichloropropane	U		0.00276	0.00970	1	05/30/2023 16:09	WG2068668
1,1-Dichloropropene	U		0.00157	0.00485	1	05/30/2023 16:09	WG2068668
1,3-Dichloropropane	U		0.000972	0.00970	1	05/30/2023 16:09	WG2068668
cis-1,3-Dichloropropene	U		0.00147	0.00485	1	05/30/2023 16:09	WG2068668
trans-1,3-Dichloropropene	U		0.00221	0.00970	1	05/30/2023 16:09	WG2068668
2,2-Dichloropropane	U		0.00268	0.00485	1	05/30/2023 16:09	WG2068668
Di-isopropyl ether	U		0.000796	0.00194	1	05/30/2023 16:09	WG2068668

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Ethylbenzene	0.00163	J	0.00143	0.00485	1	05/30/2023 16:09	WG2068668
Hexachloro-1,3-butadiene	U		0.0116	0.0485	1	05/30/2023 16:09	WG2068668
Isopropylbenzene	U		0.000825	0.00485	1	05/30/2023 16:09	WG2068668
p-Isopropyltoluene	U		0.00495	0.00970	1	05/30/2023 16:09	WG2068668
2-Butanone (MEK)	U		0.123	0.194	1	05/30/2023 16:09	WG2068668
Methylene Chloride	U		0.0129	0.0485	1	05/30/2023 16:09	WG2068668
4-Methyl-2-pentanone (MIBK)	U		0.00443	0.0485	1	05/30/2023 16:09	WG2068668
Methyl tert-butyl ether	U		0.000679	0.00194	1	05/30/2023 16:09	WG2068668
Naphthalene	U		0.00947	0.0243	1	05/30/2023 16:09	WG2068668
n-Propylbenzene	U		0.00184	0.00970	1	05/30/2023 16:09	WG2068668
Styrene	U		0.000444	0.0243	1	05/30/2023 16:09	WG2068668
1,1,1,2-Tetrachloroethane	U		0.00184	0.00485	1	05/30/2023 16:09	WG2068668
1,1,2,2-Tetrachloroethane	U		0.00135	0.00485	1	05/30/2023 16:09	WG2068668
1,1,2-Trichlorotrifluoroethane	U		0.00146	0.00485	1	05/30/2023 16:09	WG2068668
Tetrachloroethene	U		0.00174	0.00485	1	05/30/2023 16:09	WG2068668
Toluene	U		0.00252	0.00970	1	05/30/2023 16:09	WG2068668
1,2,3-Trichlorobenzene	U		0.0142	0.0243	1	05/30/2023 16:09	WG2068668
1,2,4-Trichlorobenzene	U		0.00854	0.0243	1	05/30/2023 16:09	WG2068668
1,1,1-Trichloroethane	U		0.00179	0.00485	1	05/30/2023 16:09	WG2068668
1,1,2-Trichloroethane	U		0.00116	0.00485	1	05/30/2023 16:09	WG2068668
Trichloroethene	U		0.00113	0.00194	1	05/30/2023 16:09	WG2068668
Trichlorofluoromethane	U		0.00161	0.00485	1	05/30/2023 16:09	WG2068668
1,2,3-Trichloropropane	U		0.00314	0.0243	1	05/30/2023 16:09	WG2068668
1,2,4-Trimethylbenzene	0.00823	J	0.00307	0.00970	1	05/30/2023 16:09	WG2068668
1,2,3-Trimethylbenzene	U		0.00307	0.00970	1	05/30/2023 16:09	WG2068668
1,3,5-Trimethylbenzene	U		0.00388	0.00970	1	05/30/2023 16:09	WG2068668
Vinyl chloride	U		0.00225	0.00485	1	05/30/2023 16:09	WG2068668
Xylenes, Total	0.00580	J	0.00171	0.0126	1	05/30/2023 16:09	WG2068668
(S) Toluene-d8	99.6			75.0-131		05/30/2023 16:09	WG2068668
(S) 4-Bromofluorobenzene	107			67.0-138		05/30/2023 16:09	WG2068668
(S) 1,2-Dichloroethane-d4	86.3			70.0-130		05/30/2023 16:09	WG2068668

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Diesel Range Organics (DRO)	101	T8	1.80	5.42	1	05/31/2023 20:14	WG2068885
Residual Range Organics (RRO)	U	T8	4.51	13.5	1	05/31/2023 20:14	WG2068885
(S) o-Terphenyl	68.7			18.0-148		05/31/2023 20:14	WG2068885

Sample Narrative:

L1621038-02 WG2068885: Sample resembles laboratory standard for Diesel.

Polychlorinated Biphenyls (GC) by Method 8082 A

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
PCB 1268	U		0.00999	0.0230	1	06/01/2023 21:01	WG2069580
PCB 1016	U		0.0160	0.0460	1	06/01/2023 21:01	WG2069580
PCB 1221	U		0.0160	0.0460	1	06/01/2023 21:01	WG2069580
PCB 1232	U		0.0160	0.0460	1	06/01/2023 21:01	WG2069580
PCB 1242	U		0.0160	0.0460	1	06/01/2023 21:01	WG2069580
PCB 1248	U		0.00999	0.0230	1	06/01/2023 21:01	WG2069580
PCB 1254	U		0.00999	0.0230	1	06/01/2023 21:01	WG2069580
PCB 1260	U		0.00999	0.0230	1	06/01/2023 21:01	WG2069580
PCB 1262	U		0.00999	0.0230	1	06/01/2023 21:01	WG2069580
(S) Decachlorobiphenyl	86.8			10.0-135		06/01/2023 21:01	WG2069580

Polychlorinated Biphenyls (GC) by Method 8082 A

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
(S) Tetrachloro-m-xylene	62.7			10.0-139		06/01/2023 21:01	WG2069580

Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Anthracene	U	IQ	0.00311	0.00812	1	06/01/2023 05:45	WG2068945
Acenaphthene	0.00284	UQ	0.00283	0.00812	1	06/01/2023 05:45	WG2068945
Acenaphthylene	U	IQ	0.00292	0.00812	1	06/01/2023 05:45	WG2068945
Benzo(a)anthracene	U	IQ	0.00234	0.00812	1	06/01/2023 05:45	WG2068945
Benzo(a)pyrene	U	IQ	0.00242	0.00812	1	06/01/2023 05:45	WG2068945
Benzo(b)fluoranthene	U	IQ	0.00207	0.00812	1	06/01/2023 05:45	WG2068945
Benzo(g,h,i)perylene	U	IQ	0.00240	0.00812	1	06/01/2023 05:45	WG2068945
Benzo(k)fluoranthene	U	IQ	0.00291	0.00812	1	06/01/2023 05:45	WG2068945
Chrysene	U	IQ	0.00314	0.00812	1	06/01/2023 05:45	WG2068945
Dibenz(a,h)anthracene	U	IQ	0.00233	0.00812	1	06/01/2023 05:45	WG2068945
Fluoranthene	U	IQ	0.00307	0.00812	1	06/01/2023 05:45	WG2068945
Fluorene	0.00833	IQ	0.00278	0.00812	1	06/01/2023 05:45	WG2068945
Indeno(1,2,3-cd)pyrene	U	IQ	0.00245	0.00812	1	06/01/2023 05:45	WG2068945
Naphthalene	0.0324	IQ	0.00552	0.0271	1	06/01/2023 05:45	WG2068945
Phenanthrene	0.0114	IQ	0.00313	0.00812	1	06/01/2023 05:45	WG2068945
Pyrene	U	IQ	0.00271	0.00812	1	06/01/2023 05:45	WG2068945
1-Methylnaphthalene	0.0470	IQ	0.00608	0.0271	1	06/01/2023 05:45	WG2068945
2-Methylnaphthalene	0.0665	IQ	0.00578	0.0271	1	06/01/2023 05:45	WG2068945
2-Chloronaphthalene	U	IQ	0.00631	0.0271	1	06/01/2023 05:45	WG2068945
(S) p-Terphenyl-d14	99.1			23.0-120		06/01/2023 05:45	WG2068945
(S) Nitrobenzene-d5	64.8			14.0-149		06/01/2023 05:45	WG2068945
(S) 2-Fluorobiphenyl	77.3			34.0-125		06/01/2023 05:45	WG2068945

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	75.1		1	05/22/2023 15:26	WG2064413

Metals (ICPMS) by Method 6020B

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	7.05		0.132	2.66	5	06/05/2023 20:23	WG2071593

Volatile Organic Compounds (GC) by Method NWTPHGX

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Gasoline Range Organics-NWTPH	68.3		1.53	4.51	25	05/30/2023 17:06	WG2068629
(S) a, a, a-Trifluorotoluene(FID)	98.3			77.0-120		05/30/2023 17:06	WG2068629

Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Acetone	U		0.0658	0.0902	1	05/30/2023 16:29	WG2068668
Acrylonitrile	U		0.00651	0.0225	1	05/30/2023 16:29	WG2068668
Benzene	0.00166	J	0.000842	0.00180	1	05/30/2023 16:29	WG2068668
Bromobenzene	U		0.00162	0.0225	1	05/30/2023 16:29	WG2068668
Bromodichloromethane	U		0.00131	0.00451	1	05/30/2023 16:29	WG2068668
Bromoform	U		0.00211	0.0451	1	05/30/2023 16:29	WG2068668
Bromomethane	U		0.00355	0.0225	1	05/30/2023 16:29	WG2068668
n-Butylbenzene	U		0.00947	0.0225	1	05/30/2023 16:29	WG2068668
sec-Butylbenzene	0.108		0.00519	0.0225	1	05/30/2023 16:29	WG2068668
tert-Butylbenzene	U		0.00352	0.00902	1	05/30/2023 16:29	WG2068668
Carbon disulfide	U		0.00126	0.0225	1	05/30/2023 16:29	WG2068668
Carbon tetrachloride	U		0.00162	0.00902	1	05/30/2023 16:29	WG2068668
Chlorobenzene	U		0.000379	0.00451	1	05/30/2023 16:29	WG2068668
Chlorodibromomethane	U		0.00110	0.00451	1	05/30/2023 16:29	WG2068668
Chloroethane	U		0.00307	0.00902	1	05/30/2023 16:29	WG2068668
Chloroform	U		0.00186	0.00451	1	05/30/2023 16:29	WG2068668
Chloromethane	U		0.00784	0.0225	1	05/30/2023 16:29	WG2068668
2-Chlorotoluene	U		0.00156	0.00451	1	05/30/2023 16:29	WG2068668
4-Chlorotoluene	U		0.000811	0.00902	1	05/30/2023 16:29	WG2068668
1,2-Dibromo-3-Chloropropane	U		0.00703	0.0451	1	05/30/2023 16:29	WG2068668
1,2-Dibromoethane	U		0.00117	0.00451	1	05/30/2023 16:29	WG2068668
Dibromomethane	U		0.00135	0.00902	1	05/30/2023 16:29	WG2068668
1,2-Dichlorobenzene	U		0.000766	0.00902	1	05/30/2023 16:29	WG2068668
1,3-Dichlorobenzene	U		0.00108	0.00902	1	05/30/2023 16:29	WG2068668
1,4-Dichlorobenzene	U		0.00126	0.00902	1	05/30/2023 16:29	WG2068668
Dichlorodifluoromethane	U		0.00290	0.00451	1	05/30/2023 16:29	WG2068668
1,1-Dichloroethane	U		0.000885	0.00451	1	05/30/2023 16:29	WG2068668
1,2-Dichloroethane	U		0.00117	0.00451	1	05/30/2023 16:29	WG2068668
1,1-Dichloroethene	U		0.00109	0.00451	1	05/30/2023 16:29	WG2068668
cis-1,2-Dichloroethene	U		0.00132	0.00451	1	05/30/2023 16:29	WG2068668
trans-1,2-Dichloroethene	U		0.00188	0.00902	1	05/30/2023 16:29	WG2068668
1,2-Dichloropropane	U		0.00256	0.00902	1	05/30/2023 16:29	WG2068668
1,1-Dichloropropene	U		0.00146	0.00451	1	05/30/2023 16:29	WG2068668
1,3-Dichloropropane	U		0.000903	0.00902	1	05/30/2023 16:29	WG2068668
cis-1,3-Dichloropropene	U		0.00136	0.00451	1	05/30/2023 16:29	WG2068668
trans-1,3-Dichloropropene	U		0.00206	0.00902	1	05/30/2023 16:29	WG2068668
2,2-Dichloropropane	U		0.00249	0.00451	1	05/30/2023 16:29	WG2068668
Di-isopropyl ether	U		0.000739	0.00180	1	05/30/2023 16:29	WG2068668

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Ethylbenzene	0.00804		0.00133	0.00451	1	05/30/2023 16:29	WG2068668
Hexachloro-1,3-butadiene	U		0.0108	0.0451	1	05/30/2023 16:29	WG2068668
Isopropylbenzene	U		0.000766	0.00451	1	05/30/2023 16:29	WG2068668
p-Isopropyltoluene	0.0355		0.00460	0.00902	1	05/30/2023 16:29	WG2068668
2-Butanone (MEK)	U		0.114	0.180	1	05/30/2023 16:29	WG2068668
Methylene Chloride	U		0.0120	0.0451	1	05/30/2023 16:29	WG2068668
4-Methyl-2-pentanone (MIBK)	U		0.00411	0.0451	1	05/30/2023 16:29	WG2068668
Methyl tert-butyl ether	U		0.000631	0.00180	1	05/30/2023 16:29	WG2068668
Naphthalene	U		0.00880	0.0225	1	05/30/2023 16:29	WG2068668
n-Propylbenzene	U		0.00171	0.00902	1	05/30/2023 16:29	WG2068668
Styrene	U		0.000413	0.0225	1	05/30/2023 16:29	WG2068668
1,1,1,2-Tetrachloroethane	U		0.00171	0.00451	1	05/30/2023 16:29	WG2068668
1,1,2,2-Tetrachloroethane	U		0.00125	0.00451	1	05/30/2023 16:29	WG2068668
1,1,2-Trichlorotrifluoroethane	U		0.00136	0.00451	1	05/30/2023 16:29	WG2068668
Tetrachloroethene	U		0.00162	0.00451	1	05/30/2023 16:29	WG2068668
Toluene	U		0.00234	0.00902	1	05/30/2023 16:29	WG2068668
1,2,3-Trichlorobenzene	U		0.0132	0.0225	1	05/30/2023 16:29	WG2068668
1,2,4-Trichlorobenzene	U		0.00793	0.0225	1	05/30/2023 16:29	WG2068668
1,1,1-Trichloroethane	U		0.00166	0.00451	1	05/30/2023 16:29	WG2068668
1,1,2-Trichloroethane	U		0.00108	0.00451	1	05/30/2023 16:29	WG2068668
Trichloroethene	U		0.00105	0.00180	1	05/30/2023 16:29	WG2068668
Trichlorofluoromethane	U		0.00149	0.00451	1	05/30/2023 16:29	WG2068668
1,2,3-Trichloropropane	U		0.00292	0.0225	1	05/30/2023 16:29	WG2068668
1,2,4-Trimethylbenzene	0.0577		0.00285	0.00902	1	05/30/2023 16:29	WG2068668
1,2,3-Trimethylbenzene	U		0.00285	0.00902	1	05/30/2023 16:29	WG2068668
1,3,5-Trimethylbenzene	U		0.00361	0.00902	1	05/30/2023 16:29	WG2068668
Vinyl chloride	U		0.00209	0.00451	1	05/30/2023 16:29	WG2068668
Xylenes, Total	0.00838	<u>J</u>	0.00159	0.0117	1	05/30/2023 16:29	WG2068668
(S) Toluene-d8	92.7			75.0-131		05/30/2023 16:29	WG2068668
(S) 4-Bromofluorobenzene	146	<u>J1</u>		67.0-138		05/30/2023 16:29	WG2068668
(S) 1,2-Dichloroethane-d4	82.6			70.0-130		05/30/2023 16:29	WG2068668

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Diesel Range Organics (DRO)	17.3	<u>T8</u>	1.77	5.33	1	05/31/2023 19:47	WG2068885
Residual Range Organics (RRO)	U	<u>T8</u>	4.44	13.3	1	05/31/2023 19:47	WG2068885
(S) o-Terphenyl	73.1			18.0-148		05/31/2023 19:47	WG2068885

Sample Narrative:

L1621038-03 WG2068885: Sample resembles laboratory standard for Diesel.

Polychlorinated Biphenyls (GC) by Method 8082 A

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
PCB 1268	U		0.00983	0.0227	1	06/01/2023 21:11	WG2069580
PCB 1016	U		0.0157	0.0453	1	06/01/2023 21:11	WG2069580
PCB 1221	U		0.0157	0.0453	1	06/01/2023 21:11	WG2069580
PCB 1232	U		0.0157	0.0453	1	06/01/2023 21:11	WG2069580
PCB 1242	U		0.0157	0.0453	1	06/01/2023 21:11	WG2069580
PCB 1248	U		0.00983	0.0227	1	06/01/2023 21:11	WG2069580
PCB 1254	U		0.00983	0.0227	1	06/01/2023 21:11	WG2069580
PCB 1260	U		0.00983	0.0227	1	06/01/2023 21:11	WG2069580
PCB 1262	U		0.00983	0.0227	1	06/01/2023 21:11	WG2069580
(S) Decachlorobiphenyl	61.9			10.0-135		06/01/2023 21:11	WG2069580

Polychlorinated Biphenyls (GC) by Method 8082 A

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
(S) Tetrachloro-m-xylene	65.5			10.0-139		06/01/2023 21:11	WG2069580

Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Anthracene	U	QI	0.00306	0.00799	1	06/01/2023 06:03	WG2068945
Acenaphthene	0.00597	QI	0.00278	0.00799	1	06/01/2023 06:03	WG2068945
Acenaphthylene	U	QI	0.00288	0.00799	1	06/01/2023 06:03	WG2068945
Benzo(a)anthracene	U	QI	0.00231	0.00799	1	06/01/2023 06:03	WG2068945
Benzo(a)pyrene	U	QI	0.00238	0.00799	1	06/01/2023 06:03	WG2068945
Benzo(b)fluoranthene	U	QI	0.00204	0.00799	1	06/01/2023 06:03	WG2068945
Benzo(g,h,i)perylene	U	QI	0.00236	0.00799	1	06/01/2023 06:03	WG2068945
Benzo(k)fluoranthene	U	QI	0.00286	0.00799	1	06/01/2023 06:03	WG2068945
Chrysene	U	QI	0.00309	0.00799	1	06/01/2023 06:03	WG2068945
Dibenz(a,h)anthracene	U	QI	0.00229	0.00799	1	06/01/2023 06:03	WG2068945
Fluoranthene	U	QI	0.00302	0.00799	1	06/01/2023 06:03	WG2068945
Fluorene	0.00549	QI	0.00273	0.00799	1	06/01/2023 06:03	WG2068945
Indeno(1,2,3-cd)pyrene	U	QI	0.00241	0.00799	1	06/01/2023 06:03	WG2068945
Naphthalene	U	QI	0.00544	0.0266	1	06/01/2023 06:03	WG2068945
Phenanthrene	0.0180	QI	0.00308	0.00799	1	06/01/2023 06:03	WG2068945
Pyrene	U	QI	0.00266	0.00799	1	06/01/2023 06:03	WG2068945
1-Methylnaphthalene	0.00831	QI	0.00598	0.0266	1	06/01/2023 06:03	WG2068945
2-Methylnaphthalene	U	QI	0.00569	0.0266	1	06/01/2023 06:03	WG2068945
2-Chloronaphthalene	U	QI	0.00621	0.0266	1	06/01/2023 06:03	WG2068945
(S) p-Terphenyl-d14	88.8			23.0-120		06/01/2023 06:03	WG2068945
(S) Nitrobenzene-d5	40.0			14.0-149		06/01/2023 06:03	WG2068945
(S) 2-Fluorobiphenyl	56.2			34.0-125		06/01/2023 06:03	WG2068945

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	73.2		1	05/22/2023 15:26	WG2064413

Metals (ICPMS) by Method 6020B

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	9.62		0.135	2.73	5	06/05/2023 20:26	WG2071593

Volatile Organic Compounds (GC) by Method NWTPHGX

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Gasoline Range Organics-NWTPH	25.0		1.55	4.57	25	05/30/2023 17:31	WG2068629
(S) a, a, a-Trifluorotoluene(FID)	99.3			77.0-120		05/30/2023 17:31	WG2068629

Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Acetone	U		0.0667	0.0913	1	05/30/2023 16:49	WG2068668
Acrylonitrile	U		0.00659	0.0228	1	05/30/2023 16:49	WG2068668
Benzene	U		0.000853	0.00183	1	05/30/2023 16:49	WG2068668
Bromobenzene	U		0.00164	0.0228	1	05/30/2023 16:49	WG2068668
Bromodichloromethane	U		0.00132	0.00457	1	05/30/2023 16:49	WG2068668
Bromoform	U		0.00214	0.0457	1	05/30/2023 16:49	WG2068668
Bromomethane	U		0.00360	0.0228	1	05/30/2023 16:49	WG2068668
n-Butylbenzene	U		0.00959	0.0228	1	05/30/2023 16:49	WG2068668
sec-Butylbenzene	0.00873	J	0.00526	0.0228	1	05/30/2023 16:49	WG2068668
tert-Butylbenzene	U		0.00356	0.00913	1	05/30/2023 16:49	WG2068668
Carbon disulfide	U		0.00128	0.0228	1	05/30/2023 16:49	WG2068668
Carbon tetrachloride	U		0.00164	0.00913	1	05/30/2023 16:49	WG2068668
Chlorobenzene	U		0.000384	0.00457	1	05/30/2023 16:49	WG2068668
Chlorodibromomethane	U		0.00112	0.00457	1	05/30/2023 16:49	WG2068668
Chloroethane	U		0.00310	0.00913	1	05/30/2023 16:49	WG2068668
Chloroform	U		0.00188	0.00457	1	05/30/2023 16:49	WG2068668
Chloromethane	U		0.00794	0.0228	1	05/30/2023 16:49	WG2068668
2-Chlorotoluene	U		0.00158	0.00457	1	05/30/2023 16:49	WG2068668
4-Chlorotoluene	U		0.000822	0.00913	1	05/30/2023 16:49	WG2068668
1,2-Dibromo-3-Chloropropane	U		0.00712	0.0457	1	05/30/2023 16:49	WG2068668
1,2-Dibromoethane	U		0.00118	0.00457	1	05/30/2023 16:49	WG2068668
Dibromomethane	U		0.00137	0.00913	1	05/30/2023 16:49	WG2068668
1,2-Dichlorobenzene	U		0.000776	0.00913	1	05/30/2023 16:49	WG2068668
1,3-Dichlorobenzene	U		0.00110	0.00913	1	05/30/2023 16:49	WG2068668
1,4-Dichlorobenzene	U		0.00128	0.00913	1	05/30/2023 16:49	WG2068668
Dichlorodifluoromethane	U		0.00294	0.00457	1	05/30/2023 16:49	WG2068668
1,1-Dichloroethane	U		0.000897	0.00457	1	05/30/2023 16:49	WG2068668
1,2-Dichloroethane	U		0.00119	0.00457	1	05/30/2023 16:49	WG2068668
1,1-Dichloroethene	U		0.00111	0.00457	1	05/30/2023 16:49	WG2068668
cis-1,2-Dichloroethene	U		0.00134	0.00457	1	05/30/2023 16:49	WG2068668
trans-1,2-Dichloroethene	U		0.00190	0.00913	1	05/30/2023 16:49	WG2068668
1,2-Dichloropropane	U		0.00259	0.00913	1	05/30/2023 16:49	WG2068668
1,1-Dichloropropene	U		0.00148	0.00457	1	05/30/2023 16:49	WG2068668
1,3-Dichloropropane	U		0.000915	0.00913	1	05/30/2023 16:49	WG2068668
cis-1,3-Dichloropropene	U		0.00138	0.00457	1	05/30/2023 16:49	WG2068668
trans-1,3-Dichloropropene	U		0.00208	0.00913	1	05/30/2023 16:49	WG2068668
2,2-Dichloropropane	U		0.00252	0.00457	1	05/30/2023 16:49	WG2068668
Di-isopropyl ether	U		0.000749	0.00183	1	05/30/2023 16:49	WG2068668

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Ethylbenzene	U		0.00135	0.00457	1	05/30/2023 16:49	WG2068668
Hexachloro-1,3-butadiene	U		0.0110	0.0457	1	05/30/2023 16:49	WG2068668
Isopropylbenzene	U		0.000776	0.00457	1	05/30/2023 16:49	WG2068668
p-Isopropyltoluene	U		0.00466	0.00913	1	05/30/2023 16:49	WG2068668
2-Butanone (MEK)	U		0.116	0.183	1	05/30/2023 16:49	WG2068668
Methylene Chloride	U		0.0121	0.0457	1	05/30/2023 16:49	WG2068668
4-Methyl-2-pentanone (MIBK)	0.164		0.00416	0.0457	1	05/30/2023 16:49	WG2068668
Methyl tert-butyl ether	U		0.000639	0.00183	1	05/30/2023 16:49	WG2068668
Naphthalene	U		0.00891	0.0228	1	05/30/2023 16:49	WG2068668
n-Propylbenzene	U		0.00174	0.00913	1	05/30/2023 16:49	WG2068668
Styrene	U		0.000418	0.0228	1	05/30/2023 16:49	WG2068668
1,1,1,2-Tetrachloroethane	U		0.00173	0.00457	1	05/30/2023 16:49	WG2068668
1,1,2,2-Tetrachloroethane	U		0.00127	0.00457	1	05/30/2023 16:49	WG2068668
1,1,2-Trichlorotrifluoroethane	U		0.00138	0.00457	1	05/30/2023 16:49	WG2068668
Tetrachloroethene	U		0.00164	0.00457	1	05/30/2023 16:49	WG2068668
Toluene	U		0.00237	0.00913	1	05/30/2023 16:49	WG2068668
1,2,3-Trichlorobenzene	U		0.0134	0.0228	1	05/30/2023 16:49	WG2068668
1,2,4-Trichlorobenzene	U		0.00804	0.0228	1	05/30/2023 16:49	WG2068668
1,1,1-Trichloroethane	U		0.00169	0.00457	1	05/30/2023 16:49	WG2068668
1,1,2-Trichloroethane	U		0.00109	0.00457	1	05/30/2023 16:49	WG2068668
Trichloroethene	U		0.00107	0.00183	1	05/30/2023 16:49	WG2068668
Trichlorofluoromethane	U		0.00151	0.00457	1	05/30/2023 16:49	WG2068668
1,2,3-Trichloropropane	U		0.00296	0.0228	1	05/30/2023 16:49	WG2068668
1,2,4-Trimethylbenzene	U		0.00289	0.00913	1	05/30/2023 16:49	WG2068668
1,2,3-Trimethylbenzene	U		0.00289	0.00913	1	05/30/2023 16:49	WG2068668
1,3,5-Trimethylbenzene	U		0.00365	0.00913	1	05/30/2023 16:49	WG2068668
Vinyl chloride	U		0.00212	0.00457	1	05/30/2023 16:49	WG2068668
Xylenes, Total	0.00248	J	0.00161	0.0119	1	05/30/2023 16:49	WG2068668
(S) Toluene-d8	97.6			75.0-131		05/30/2023 16:49	WG2068668
(S) 4-Bromofluorobenzene	118			67.0-138		05/30/2023 16:49	WG2068668
(S) 1,2-Dichloroethane-d4	85.6			70.0-130		05/30/2023 16:49	WG2068668

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Diesel Range Organics (DRO)	73.0	T8	1.82	5.47	1	05/31/2023 20:27	WG2068885
Residual Range Organics (RRO)	U	T8	4.55	13.7	1	05/31/2023 20:27	WG2068885
(S) o-Terphenyl	59.5			18.0-148		05/31/2023 20:27	WG2068885

Sample Narrative:

L1621038-04 WG2068885: Sample resembles laboratory standard for Diesel and Kerosene.

Polychlorinated Biphenyls (GC) by Method 8082 A

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
PCB 1268	U		0.0101	0.0232	1	06/01/2023 21:21	WG2069580
PCB 1016	U		0.0161	0.0465	1	06/01/2023 21:21	WG2069580
PCB 1221	U		0.0161	0.0465	1	06/01/2023 21:21	WG2069580
PCB 1232	U		0.0161	0.0465	1	06/01/2023 21:21	WG2069580
PCB 1242	U		0.0161	0.0465	1	06/01/2023 21:21	WG2069580
PCB 1248	U		0.0101	0.0232	1	06/01/2023 21:21	WG2069580
PCB 1254	U		0.0101	0.0232	1	06/01/2023 21:21	WG2069580
PCB 1260	U		0.0101	0.0232	1	06/01/2023 21:21	WG2069580
PCB 1262	U		0.0101	0.0232	1	06/01/2023 21:21	WG2069580
(S) Decachlorobiphenyl	99.4			10.0-135		06/01/2023 21:21	WG2069580

Polychlorinated Biphenyls (GC) by Method 8082 A

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
(S) Tetrachloro-m-xylene	69.8			10.0-139		06/01/2023 21:21	WG2069580

Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Anthracene	U	Q	0.00314	0.00820	1	06/01/2023 06:20	WG2068945
Acenaphthene	0.00357	Q	0.00286	0.00820	1	06/01/2023 06:20	WG2068945
Acenaphthylene	U	Q	0.00295	0.00820	1	06/01/2023 06:20	WG2068945
Benzo(a)anthracene	U	Q	0.00236	0.00820	1	06/01/2023 06:20	WG2068945
Benzo(a)pyrene	U	Q	0.00245	0.00820	1	06/01/2023 06:20	WG2068945
Benzo(b)fluoranthene	U	Q	0.00209	0.00820	1	06/01/2023 06:20	WG2068945
Benzo(g,h,i)perylene	U	Q	0.00242	0.00820	1	06/01/2023 06:20	WG2068945
Benzo(k)fluoranthene	U	Q	0.00294	0.00820	1	06/01/2023 06:20	WG2068945
Chrysene	U	Q	0.00317	0.00820	1	06/01/2023 06:20	WG2068945
Dibenz(a,h)anthracene	U	Q	0.00235	0.00820	1	06/01/2023 06:20	WG2068945
Fluoranthene	U	Q	0.00310	0.00820	1	06/01/2023 06:20	WG2068945
Fluorene	U	Q	0.00280	0.00820	1	06/01/2023 06:20	WG2068945
Indeno(1,2,3-cd)pyrene	U	Q	0.00247	0.00820	1	06/01/2023 06:20	WG2068945
Naphthalene	U	Q	0.00558	0.0273	1	06/01/2023 06:20	WG2068945
Phenanthrene	U	Q	0.00316	0.00820	1	06/01/2023 06:20	WG2068945
Pyrene	U	Q	0.00273	0.00820	1	06/01/2023 06:20	WG2068945
1-Methylnaphthalene	U	Q	0.00614	0.0273	1	06/01/2023 06:20	WG2068945
2-Methylnaphthalene	U	Q	0.00583	0.0273	1	06/01/2023 06:20	WG2068945
2-Chloronaphthalene	U	Q	0.00637	0.0273	1	06/01/2023 06:20	WG2068945
(S) p-Terphenyl-d14	90.0			23.0-120		06/01/2023 06:20	WG2068945
(S) Nitrobenzene-d5	33.1			14.0-149		06/01/2023 06:20	WG2068945
(S) 2-Fluorobiphenyl	49.2			34.0-125		06/01/2023 06:20	WG2068945

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
Total Solids	68.1		1	05/22/2023 15:26	WG2064413

Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
Benzene	0.00916		0.000973	0.00208	1.1	05/30/2023 16:04	WG2068680
Toluene	0.0441		0.00271	0.0104	1.1	05/30/2023 16:04	WG2068680
Ethylbenzene	0.00411	J	0.00154	0.00521	1.1	05/30/2023 16:04	WG2068680
Total Xylenes	0.0623		0.00183	0.0135	1.1	05/30/2023 16:04	WG2068680
(S) Toluene-d8	102			75.0-131		05/30/2023 16:04	WG2068680
(S) 4-Bromofluorobenzene	98.5			67.0-138		05/30/2023 16:04	WG2068680
(S) 1,2-Dichloroethane-d4	92.3			70.0-130		05/30/2023 16:04	WG2068680

Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT

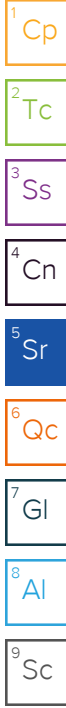
Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
Diesel Range Organics (DRO)	2.89	J T8	1.95	5.87	1	05/31/2023 21:19	WG2068885
Residual Range Organics (RRO)	16.6	T8	4.89	14.7	1	05/31/2023 21:19	WG2068885
(S) o-Terphenyl	48.8			18.0-148		05/31/2023 21:19	WG2068885

Sample Narrative:

L1621038-05 WG2068885: Sample resembles laboratory standard for Fuel Oil #6.

Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
Anthracene	U	Q	0.00338	0.00881	1	06/01/2023 06:37	WG2068945
Acenaphthene	U	Q	0.00307	0.00881	1	06/01/2023 06:37	WG2068945
Acenaphthylene	U	Q	0.00317	0.00881	1	06/01/2023 06:37	WG2068945
Benzo(a)anthracene	U	Q	0.00254	0.00881	1	06/01/2023 06:37	WG2068945
Benzo(a)pyrene	U	Q	0.00263	0.00881	1	06/01/2023 06:37	WG2068945
Benzo(b)fluoranthene	U	Q	0.00225	0.00881	1	06/01/2023 06:37	WG2068945
Benzo(g,h,i)perylene	U	Q	0.00260	0.00881	1	06/01/2023 06:37	WG2068945
Benzo(k)fluoranthene	U	Q	0.00316	0.00881	1	06/01/2023 06:37	WG2068945
Chrysene	U	Q	0.00341	0.00881	1	06/01/2023 06:37	WG2068945
Dibenz(a,h)anthracene	U	Q	0.00253	0.00881	1	06/01/2023 06:37	WG2068945
Fluoranthene	0.00642	J Q	0.00333	0.00881	1	06/01/2023 06:37	WG2068945
Fluorene	U	Q	0.00301	0.00881	1	06/01/2023 06:37	WG2068945
Indeno(1,2,3-cd)pyrene	U	Q	0.00266	0.00881	1	06/01/2023 06:37	WG2068945
Naphthalene	U	Q	0.00599	0.0294	1	06/01/2023 06:37	WG2068945
Phenanthrene	U	Q	0.00339	0.00881	1	06/01/2023 06:37	WG2068945
Pyrene	0.00410	J Q	0.00294	0.00881	1	06/01/2023 06:37	WG2068945
1-Methylnaphthalene	U	Q	0.00659	0.0294	1	06/01/2023 06:37	WG2068945
2-Methylnaphthalene	U	Q	0.00627	0.0294	1	06/01/2023 06:37	WG2068945
2-Chloronaphthalene	U	Q	0.00684	0.0294	1	06/01/2023 06:37	WG2068945
(S) p-Terphenyl-d14	87.0			23.0-120		06/01/2023 06:37	WG2068945
(S) Nitrobenzene-d5	31.2			14.0-149		06/01/2023 06:37	WG2068945
(S) 2-Fluorobiphenyl	47.9			34.0-125		06/01/2023 06:37	WG2068945



Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	68.3		1	05/22/2023 15:26	WG2064413

Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Benzene	0.00103	J	0.00102	0.00218	1.17	05/30/2023 16:23	WG2068680
Toluene	0.00407	J	0.00283	0.0109	1.17	05/30/2023 16:23	WG2068680
Ethylbenzene	U		0.00160	0.00545	1.17	05/30/2023 16:23	WG2068680
Total Xylenes	0.00670	J	0.00192	0.0141	1.17	05/30/2023 16:23	WG2068680
(S) Toluene-d8	102			75.0-131		05/30/2023 16:23	WG2068680
(S) 4-Bromofluorobenzene	93.1			67.0-138		05/30/2023 16:23	WG2068680
(S) 1,2-Dichloroethane-d4	89.2			70.0-130		05/30/2023 16:23	WG2068680

Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Diesel Range Organics (DRO)	14.0		1.95	5.86	1	05/31/2023 21:06	WG2068885
Residual Range Organics (RRO)	U		4.88	14.6	1	05/31/2023 21:06	WG2068885
(S) o-Terphenyl	31.7			18.0-148		05/31/2023 21:06	WG2068885

Sample Narrative:

L1621038-06 WG2068885: Sample resembles laboratory standard for Fuel Oil #6.

Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Anthracene	U		0.00337	0.00879	1	06/01/2023 06:55	WG2068945
Acenaphthene	U		0.00306	0.00879	1	06/01/2023 06:55	WG2068945
Acenaphthylene	U		0.00316	0.00879	1	06/01/2023 06:55	WG2068945
Benzo(a)anthracene	U		0.00253	0.00879	1	06/01/2023 06:55	WG2068945
Benzo(a)pyrene	U		0.00262	0.00879	1	06/01/2023 06:55	WG2068945
Benzo(b)fluoranthene	U		0.00224	0.00879	1	06/01/2023 06:55	WG2068945
Benzo(g,h,i)perylene	U		0.00259	0.00879	1	06/01/2023 06:55	WG2068945
Benzo(k)fluoranthene	U		0.00315	0.00879	1	06/01/2023 06:55	WG2068945
Chrysene	U		0.00340	0.00879	1	06/01/2023 06:55	WG2068945
Dibenz(a,h)anthracene	U		0.00252	0.00879	1	06/01/2023 06:55	WG2068945
Fluoranthene	0.00413	J	0.00332	0.00879	1	06/01/2023 06:55	WG2068945
Fluorene	U		0.00300	0.00879	1	06/01/2023 06:55	WG2068945
Indeno(1,2,3-cd)pyrene	U		0.00265	0.00879	1	06/01/2023 06:55	WG2068945
Naphthalene	0.0306		0.00597	0.0293	1	06/01/2023 06:55	WG2068945
Phenanthrene	0.00783	J	0.00338	0.00879	1	06/01/2023 06:55	WG2068945
Pyrene	0.00688	J	0.00293	0.00879	1	06/01/2023 06:55	WG2068945
1-Methylnaphthalene	0.0262	J	0.00658	0.0293	1	06/01/2023 06:55	WG2068945
2-Methylnaphthalene	0.0366		0.00625	0.0293	1	06/01/2023 06:55	WG2068945
2-Chloronaphthalene	U		0.00682	0.0293	1	06/01/2023 06:55	WG2068945
(S) p-Terphenyl-d14	98.0			23.0-120		06/01/2023 06:55	WG2068945
(S) Nitrobenzene-d5	55.6			14.0-149		06/01/2023 06:55	WG2068945
(S) 2-Fluorobiphenyl	56.6			34.0-125		06/01/2023 06:55	WG2068945

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
Total Solids	82.1		1	05/23/2023 05:43	WG2064414

Metals (ICPMS) by Method 6020B

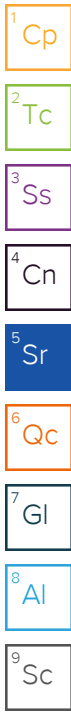
Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
Lead	132		0.241	4.87	10	06/05/2023 21:10	WG2071593

Volatile Organic Compounds (GC) by Method NWTPHGX

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
Gasoline Range Organics-NWTPH	9.51		1.22	3.60	25	05/30/2023 17:56	WG2068629
(S) a, a, a-Trifluorotoluene(FID)	102			77.0-120		05/30/2023 17:56	WG2068629

Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
Acetone	U		0.0526	0.0720	1	05/30/2023 17:08	WG2068668
Acrylonitrile	U		0.00520	0.0180	1	05/30/2023 17:08	WG2068668
Benzene	0.0241		0.000673	0.00144	1	05/30/2023 17:08	WG2068668
Bromobenzene	U		0.00130	0.0180	1	05/30/2023 17:08	WG2068668
Bromodichloromethane	U		0.00104	0.00360	1	05/30/2023 17:08	WG2068668
Bromoform	U		0.00169	0.0360	1	05/30/2023 17:08	WG2068668
Bromomethane	U		0.00284	0.0180	1	05/30/2023 17:08	WG2068668
n-Butylbenzene	U		0.00756	0.0180	1	05/30/2023 17:08	WG2068668
sec-Butylbenzene	U		0.00415	0.0180	1	05/30/2023 17:08	WG2068668
tert-Butylbenzene	U		0.00281	0.00720	1	05/30/2023 17:08	WG2068668
Carbon disulfide	U		0.00101	0.0180	1	05/30/2023 17:08	WG2068668
Carbon tetrachloride	U		0.00129	0.00720	1	05/30/2023 17:08	WG2068668
Chlorobenzene	U		0.000303	0.00360	1	05/30/2023 17:08	WG2068668
Chlorodibromomethane	U		0.000882	0.00360	1	05/30/2023 17:08	WG2068668
Chloroethane	U		0.00245	0.00720	1	05/30/2023 17:08	WG2068668
Chloroform	U		0.00148	0.00360	1	05/30/2023 17:08	WG2068668
Chloromethane	U		0.00627	0.0180	1	05/30/2023 17:08	WG2068668
2-Chlorotoluene	U		0.00125	0.00360	1	05/30/2023 17:08	WG2068668
4-Chlorotoluene	U		0.000648	0.00720	1	05/30/2023 17:08	WG2068668
1,2-Dibromo-3-Chloropropane	U		0.00562	0.0360	1	05/30/2023 17:08	WG2068668
1,2-Dibromoethane	U		0.000933	0.00360	1	05/30/2023 17:08	WG2068668
Dibromomethane	U		0.00108	0.00720	1	05/30/2023 17:08	WG2068668
1,2-Dichlorobenzene	U		0.000612	0.00720	1	05/30/2023 17:08	WG2068668
1,3-Dichlorobenzene	U		0.000864	0.00720	1	05/30/2023 17:08	WG2068668
1,4-Dichlorobenzene	U		0.00101	0.00720	1	05/30/2023 17:08	WG2068668
Dichlorodifluoromethane	U		0.00232	0.00360	1	05/30/2023 17:08	WG2068668
1,1-Dichloroethane	U		0.000707	0.00360	1	05/30/2023 17:08	WG2068668
1,2-Dichloroethane	U		0.000935	0.00360	1	05/30/2023 17:08	WG2068668
1,1-Dichloroethene	U		0.000873	0.00360	1	05/30/2023 17:08	WG2068668
cis-1,2-Dichloroethene	U		0.00106	0.00360	1	05/30/2023 17:08	WG2068668
trans-1,2-Dichloroethene	U		0.00150	0.00720	1	05/30/2023 17:08	WG2068668
1,2-Dichloropropane	U		0.00205	0.00720	1	05/30/2023 17:08	WG2068668
1,1-Dichloropropene	U		0.00117	0.00360	1	05/30/2023 17:08	WG2068668
1,3-Dichloropropane	U		0.000722	0.00720	1	05/30/2023 17:08	WG2068668
cis-1,3-Dichloropropene	U		0.00109	0.00360	1	05/30/2023 17:08	WG2068668
trans-1,3-Dichloropropene	U		0.00164	0.00720	1	05/30/2023 17:08	WG2068668
2,2-Dichloropropane	U		0.00199	0.00360	1	05/30/2023 17:08	WG2068668
Di-isopropyl ether	U		0.000591	0.00144	1	05/30/2023 17:08	WG2068668



Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Ethylbenzene	0.0271		0.00106	0.00360	1	05/30/2023 17:08	WG2068668
Hexachloro-1,3-butadiene	U		0.00864	0.0360	1	05/30/2023 17:08	WG2068668
Isopropylbenzene	U		0.000612	0.00360	1	05/30/2023 17:08	WG2068668
p-Isopropyltoluene	U		0.00367	0.00720	1	05/30/2023 17:08	WG2068668
2-Butanone (MEK)	U		0.0915	0.144	1	05/30/2023 17:08	WG2068668
Methylene Chloride	U		0.00956	0.0360	1	05/30/2023 17:08	WG2068668
4-Methyl-2-pentanone (MIBK)	U		0.00328	0.0360	1	05/30/2023 17:08	WG2068668
Methyl tert-butyl ether	U		0.000504	0.00144	1	05/30/2023 17:08	WG2068668
Naphthalene	0.0566		0.00703	0.0180	1	05/30/2023 17:08	WG2068668
n-Propylbenzene	U		0.00137	0.00720	1	05/30/2023 17:08	WG2068668
Styrene	U		0.000330	0.0180	1	05/30/2023 17:08	WG2068668
1,1,1,2-Tetrachloroethane	U		0.00137	0.00360	1	05/30/2023 17:08	WG2068668
1,1,2,2-Tetrachloroethane	U		0.00100	0.00360	1	05/30/2023 17:08	WG2068668
1,1,2-Trichlorotrifluoroethane	U		0.00109	0.00360	1	05/30/2023 17:08	WG2068668
Tetrachloroethene	U		0.00129	0.00360	1	05/30/2023 17:08	WG2068668
Toluene	0.0704		0.00187	0.00720	1	05/30/2023 17:08	WG2068668
1,2,3-Trichlorobenzene	U		0.0106	0.0180	1	05/30/2023 17:08	WG2068668
1,2,4-Trichlorobenzene	U		0.00634	0.0180	1	05/30/2023 17:08	WG2068668
1,1,1-Trichloroethane	U		0.00133	0.00360	1	05/30/2023 17:08	WG2068668
1,1,2-Trichloroethane	U		0.000860	0.00360	1	05/30/2023 17:08	WG2068668
Trichloroethene	U		0.000841	0.00144	1	05/30/2023 17:08	WG2068668
Trichlorofluoromethane	U		0.00119	0.00360	1	05/30/2023 17:08	WG2068668
1,2,3-Trichloropropane	U		0.00233	0.0180	1	05/30/2023 17:08	WG2068668
1,2,4-Trimethylbenzene	0.0923		0.00228	0.00720	1	05/30/2023 17:08	WG2068668
1,2,3-Trimethylbenzene	0.0333		0.00228	0.00720	1	05/30/2023 17:08	WG2068668
1,3,5-Trimethylbenzene	0.0436		0.00288	0.00720	1	05/30/2023 17:08	WG2068668
Vinyl chloride	U		0.00167	0.00360	1	05/30/2023 17:08	WG2068668
Xylenes, Total	0.157		0.00127	0.00936	1	05/30/2023 17:08	WG2068668
(S) Toluene-d8	101			75.0-131		05/30/2023 17:08	WG2068668
(S) 4-Bromofluorobenzene	106			67.0-138		05/30/2023 17:08	WG2068668
(S) 1,2-Dichloroethane-d4	80.4			70.0-130		05/30/2023 17:08	WG2068668

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Diesel Range Organics (DRO)	386		1.62	4.87	1	05/31/2023 21:32	WG2068885
Residual Range Organics (RRO)	202		20.3	60.9	5	06/01/2023 10:12	WG2068885
(S) o-Terphenyl	57.5			18.0-148		06/01/2023 10:12	WG2068885
(S) o-Terphenyl	54.5			18.0-148		05/31/2023 21:32	WG2068885

Sample Narrative:

L1621038-07 WG2068885: Sample resembles laboratory standard for Diesel and Hydraulic Oil.

Polychlorinated Biphenyls (GC) by Method 8082 A

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
PCB 1268	U		0.00899	0.0207	1	06/01/2023 21:31	WG2069580
PCB 1016	U		0.0144	0.0414	1	06/01/2023 21:31	WG2069580
PCB 1221	U		0.0144	0.0414	1	06/01/2023 21:31	WG2069580
PCB 1232	U		0.0144	0.0414	1	06/01/2023 21:31	WG2069580
PCB 1242	U		0.0144	0.0414	1	06/01/2023 21:31	WG2069580
PCB 1248	U		0.00899	0.0207	1	06/01/2023 21:31	WG2069580
PCB 1254	U		0.00899	0.0207	1	06/01/2023 21:31	WG2069580
PCB 1260	U		0.00899	0.0207	1	06/01/2023 21:31	WG2069580
PCB 1262	U		0.00899	0.0207	1	06/01/2023 21:31	WG2069580

Polychlorinated Biphenyls (GC) by Method 8082 A

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
(S) Decachlorobiphenyl	30.3			10.0-135		06/01/2023 21:31	WG2069580
(S) Tetrachloro-m-xylene	38.4			10.0-139		06/01/2023 21:31	WG2069580

1 Cp

2 Tc

3 Ss

Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Anthracene	U		0.00280	0.00731	1	06/01/2023 07:47	WG2068945
Acenaphthene	0.0242		0.00254	0.00731	1	06/01/2023 07:47	WG2068945
Acenaphthylene	U		0.00263	0.00731	1	06/01/2023 07:47	WG2068945
Benzo(a)anthracene	0.00250	J	0.00211	0.00731	1	06/01/2023 07:47	WG2068945
Benzo(a)pyrene	0.00349	J	0.00218	0.00731	1	06/01/2023 07:47	WG2068945
Benzo(b)fluoranthene	0.00320	J	0.00186	0.00731	1	06/01/2023 07:47	WG2068945
Benzo(g,h,i)perylene	0.00312	J	0.00216	0.00731	1	06/01/2023 07:47	WG2068945
Benzo(k)fluoranthene	U		0.00262	0.00731	1	06/01/2023 07:47	WG2068945
Chrysene	U		0.00282	0.00731	1	06/01/2023 07:47	WG2068945
Dibenz(a,h)anthracene	U		0.00209	0.00731	1	06/01/2023 07:47	WG2068945
Fluoranthene	0.00773		0.00276	0.00731	1	06/01/2023 07:47	WG2068945
Fluorene	0.0548		0.00250	0.00731	1	06/01/2023 07:47	WG2068945
Indeno(1,2,3-cd)pyrene	0.00284	J	0.00220	0.00731	1	06/01/2023 07:47	WG2068945
Naphthalene	1.63		0.00497	0.0244	1	06/01/2023 07:47	WG2068945
Phenanthrene	0.0801		0.00281	0.00731	1	06/01/2023 07:47	WG2068945
Pyrene	0.00908		0.00244	0.00731	1	06/01/2023 07:47	WG2068945
1-Methylnaphthalene	0.906		0.00547	0.0244	1	06/01/2023 07:47	WG2068945
2-Methylnaphthalene	1.81		0.00520	0.0244	1	06/01/2023 07:47	WG2068945
2-Chloronaphthalene	U		0.00567	0.0244	1	06/01/2023 07:47	WG2068945
(S) p-Terphenyl-d14	77.0			23.0-120		06/01/2023 07:47	WG2068945
(S) Nitrobenzene-d5	0.000	J2		14.0-149		06/01/2023 07:47	WG2068945
(S) 2-Fluorobiphenyl	59.3			34.0-125		06/01/2023 07:47	WG2068945

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Sample Narrative:

L1621038-07 WG2068945: Surrogate failure due to matrix interference

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	76.7		1	05/23/2023 05:43	WG2064414

Metals (ICPMS) by Method 6020B

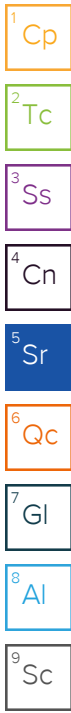
Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	9.89		0.129	2.61	5	06/05/2023 20:32	WG2071593

Volatile Organic Compounds (GC) by Method NWTPHGX

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Gasoline Range Organics-NWTPH	1380		5.50	16.2	100	05/30/2023 18:45	WG2068629
(S) a, a, a-Trifluorotoluene(FID)	111			77.0-120		05/30/2023 18:45	WG2068629

Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Acetone	0.904		0.474	0.649	8	05/30/2023 17:47	WG2068668
Acrylonitrile	U		0.0469	0.162	8	05/30/2023 17:47	WG2068668
Benzene	U		0.00607	0.0130	8	05/30/2023 17:47	WG2068668
Bromobenzene	U		0.0117	0.162	8	05/30/2023 17:47	WG2068668
Bromodichloromethane	U		0.00941	0.0325	8	05/30/2023 17:47	WG2068668
Bromoform	U		0.0152	0.325	8	05/30/2023 17:47	WG2068668
Bromomethane	U		0.0256	0.162	8	05/30/2023 17:47	WG2068668
n-Butylbenzene	U		0.0682	0.162	8	05/30/2023 17:47	WG2068668
sec-Butylbenzene	U		0.0373	0.162	8	05/30/2023 17:47	WG2068668
tert-Butylbenzene	U		0.0253	0.0649	8	05/30/2023 17:47	WG2068668
Carbon disulfide	U		0.00909	0.162	8	05/30/2023 17:47	WG2068668
Carbon tetrachloride	U		0.0117	0.0649	8	05/30/2023 17:47	WG2068668
Chlorobenzene	U		0.00273	0.0325	8	05/30/2023 17:47	WG2068668
Chlorodibromomethane	U		0.00795	0.0325	8	05/30/2023 17:47	WG2068668
Chloroethane	U		0.0221	0.0649	8	05/30/2023 17:47	WG2068668
Chloroform	U		0.0134	0.0325	8	05/30/2023 17:47	WG2068668
Chloromethane	U		0.0565	0.162	8	05/30/2023 17:47	WG2068668
2-Chlorotoluene	U		0.0112	0.0325	8	05/30/2023 17:47	WG2068668
4-Chlorotoluene	U		0.00584	0.0649	8	05/30/2023 17:47	WG2068668
1,2-Dibromo-3-Chloropropane	U		0.0506	0.325	8	05/30/2023 17:47	WG2068668
1,2-Dibromoethane	U		0.00841	0.0325	8	05/30/2023 17:47	WG2068668
Dibromomethane	U		0.00974	0.0649	8	05/30/2023 17:47	WG2068668
1,2-Dichlorobenzene	U		0.00552	0.0649	8	05/30/2023 17:47	WG2068668
1,3-Dichlorobenzene	U		0.00779	0.0649	8	05/30/2023 17:47	WG2068668
1,4-Dichlorobenzene	0.0123	J	0.00909	0.0649	8	05/30/2023 17:47	WG2068668
Dichlorodifluoromethane	U		0.0209	0.0325	8	05/30/2023 17:47	WG2068668
1,1-Dichloroethane	U		0.00638	0.0325	8	05/30/2023 17:47	WG2068668
1,2-Dichloroethane	U		0.00842	0.0325	8	05/30/2023 17:47	WG2068668
1,1-Dichloroethene	U		0.00787	0.0325	8	05/30/2023 17:47	WG2068668
cis-1,2-Dichloroethene	U		0.00953	0.0325	8	05/30/2023 17:47	WG2068668
trans-1,2-Dichloroethene	U		0.0135	0.0649	8	05/30/2023 17:47	WG2068668
1,2-Dichloropropane	U		0.0185	0.0649	8	05/30/2023 17:47	WG2068668
1,1-Dichloropropene	U		0.0105	0.0325	8	05/30/2023 17:47	WG2068668
1,3-Dichloropropane	U		0.00651	0.0649	8	05/30/2023 17:47	WG2068668
cis-1,3-Dichloropropene	U		0.00984	0.0325	8	05/30/2023 17:47	WG2068668
trans-1,3-Dichloropropene	U		0.0148	0.0649	8	05/30/2023 17:47	WG2068668
2,2-Dichloropropane	U		0.0179	0.0325	8	05/30/2023 17:47	WG2068668
Di-isopropyl ether	U		0.00532	0.0130	8	05/30/2023 17:47	WG2068668



Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Ethylbenzene	4.53		0.00958	0.0325	8	05/30/2023 17:47	WG2068668
Hexachloro-1,3-butadiene	U		0.0779	0.325	8	05/30/2023 17:47	WG2068668
Isopropylbenzene	2.11		0.00552	0.0325	8	05/30/2023 17:47	WG2068668
p-Isopropyltoluene	2.09		0.0331	0.0649	8	05/30/2023 17:47	WG2068668
2-Butanone (MEK)	U		0.824	1.30	8	05/30/2023 17:47	WG2068668
Methylene Chloride	U		0.0862	0.325	8	05/30/2023 17:47	WG2068668
4-Methyl-2-pentanone (MIBK)	U		0.0295	0.325	8	05/30/2023 17:47	WG2068668
Methyl tert-butyl ether	U		0.00454	0.0130	8	05/30/2023 17:47	WG2068668
Naphthalene	7.77		0.0633	0.162	8	05/30/2023 17:47	WG2068668
n-Propylbenzene	10.8		0.0123	0.0649	8	05/30/2023 17:47	WG2068668
Styrene	U		0.00297	0.162	8	05/30/2023 17:47	WG2068668
1,1,1,2-Tetrachloroethane	U		0.0123	0.0325	8	05/30/2023 17:47	WG2068668
1,1,2,2-Tetrachloroethane	U		0.00902	0.0325	8	05/30/2023 17:47	WG2068668
1,1,2-Trichlorotrifluoroethane	U		0.00979	0.0325	8	05/30/2023 17:47	WG2068668
Tetrachloroethene	U		0.0116	0.0325	8	05/30/2023 17:47	WG2068668
Toluene	U		0.0169	0.0649	8	05/30/2023 17:47	WG2068668
1,2,3-Trichlorobenzene	U		0.0951	0.162	8	05/30/2023 17:47	WG2068668
1,2,4-Trichlorobenzene	U		0.0571	0.162	8	05/30/2023 17:47	WG2068668
1,1,1-Trichloroethane	U		0.0120	0.0325	8	05/30/2023 17:47	WG2068668
1,1,2-Trichloroethane	U		0.00776	0.0325	8	05/30/2023 17:47	WG2068668
Trichloroethene	U		0.00758	0.0130	8	05/30/2023 17:47	WG2068668
Trichlorofluoromethane	U		0.0107	0.0325	8	05/30/2023 17:47	WG2068668
1,2,3-Trichloropropane	U		0.0211	0.162	8	05/30/2023 17:47	WG2068668
1,2,4-Trimethylbenzene	50.6		0.103	0.325	40	06/01/2023 18:06	WG2070105
1,2,3-Trimethylbenzene	16.2		0.0204	0.0649	8	05/30/2023 17:47	WG2068668
1,3,5-Trimethylbenzene	U		0.0260	0.0649	8	05/30/2023 17:47	WG2068668
Vinyl chloride	U		0.0151	0.0325	8	05/30/2023 17:47	WG2068668
Xylenes, Total	5.13		0.0114	0.0844	8	05/30/2023 17:47	WG2068668
(S) Toluene-d8	92.8			75.0-131		05/30/2023 17:47	WG2068668
(S) Toluene-d8	104			75.0-131		06/01/2023 18:06	WG2070105
(S) 4-Bromofluorobenzene	78.3			67.0-138		05/30/2023 17:47	WG2068668
(S) 4-Bromofluorobenzene	96.1			67.0-138		06/01/2023 18:06	WG2070105
(S) 1,2-Dichloroethane-d4	85.2			70.0-130		05/30/2023 17:47	WG2068668
(S) 1,2-Dichloroethane-d4	110			70.0-130		06/01/2023 18:06	WG2070105

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Diesel Range Organics (DRO)	262		1.73	5.22	1	05/31/2023 20:53	WG2068885
Residual Range Organics (RRO)	25.4		4.34	13.0	1	05/31/2023 20:53	WG2068885
(S) o-Terphenyl	70.3			18.0-148		05/31/2023 20:53	WG2068885

Sample Narrative:

L1621038-08 WG2068885: Sample resembles laboratory standard for Diesel.

Polychlorinated Biphenyls (GC) by Method 8082 A

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
PCB 1268	U		0.00962	0.0222	1	06/01/2023 21:41	WG2069580
PCB 1016	U		0.0154	0.0443	1	06/01/2023 21:41	WG2069580
PCB 1221	U		0.0154	0.0443	1	06/01/2023 21:41	WG2069580
PCB 1232	U		0.0154	0.0443	1	06/01/2023 21:41	WG2069580
PCB 1242	U		0.0154	0.0443	1	06/01/2023 21:41	WG2069580
PCB 1248	U		0.00962	0.0222	1	06/01/2023 21:41	WG2069580
PCB 1254	U		0.00962	0.0222	1	06/01/2023 21:41	WG2069580

Polychlorinated Biphenyls (GC) by Method 8082 A

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
PCB 1260	U		0.00962	0.0222	1	06/01/2023 21:41	WG2069580
PCB 1262	U		0.00962	0.0222	1	06/01/2023 21:41	WG2069580
(S) Decachlorobiphenyl	59.0			10.0-135		06/01/2023 21:41	WG2069580
(S) Tetrachloro-m-xylene	49.5			10.0-139		06/01/2023 21:41	WG2069580

1 Cp

2 Tc

3 Ss

Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Anthracene	U		0.00300	0.00782	1	06/01/2023 07:12	WG2068945
Acenaphthene	0.0200		0.00273	0.00782	1	06/01/2023 07:12	WG2068945
Acenaphthylene	U		0.00282	0.00782	1	06/01/2023 07:12	WG2068945
Benzo(a)anthracene	U		0.00226	0.00782	1	06/01/2023 07:12	WG2068945
Benzo(a)pyrene	U		0.00233	0.00782	1	06/01/2023 07:12	WG2068945
Benzo(b)fluoranthene	U		0.00200	0.00782	1	06/01/2023 07:12	WG2068945
Benzo(g,h,i)perylene	U		0.00231	0.00782	1	06/01/2023 07:12	WG2068945
Benzo(k)fluoranthene	U		0.00280	0.00782	1	06/01/2023 07:12	WG2068945
Chrysene	U		0.00303	0.00782	1	06/01/2023 07:12	WG2068945
Dibenz(a,h)anthracene	U		0.00224	0.00782	1	06/01/2023 07:12	WG2068945
Fluoranthene	U		0.00296	0.00782	1	06/01/2023 07:12	WG2068945
Fluorene	0.0360		0.00267	0.00782	1	06/01/2023 07:12	WG2068945
Indeno(1,2,3-cd)pyrene	U		0.00236	0.00782	1	06/01/2023 07:12	WG2068945
Naphthalene	0.189		0.00532	0.0261	1	06/01/2023 07:12	WG2068945
Phenanthrene	0.0824		0.00301	0.00782	1	06/01/2023 07:12	WG2068945
Pyrene	0.00507	J	0.00261	0.00782	1	06/01/2023 07:12	WG2068945
1-Methylnaphthalene	0.346		0.00586	0.0261	1	06/01/2023 07:12	WG2068945
2-Methylnaphthalene	0.352		0.00557	0.0261	1	06/01/2023 07:12	WG2068945
2-Chloronaphthalene	U		0.00608	0.0261	1	06/01/2023 07:12	WG2068945
(S) p-Terphenyl-d14	99.9			23.0-120		06/01/2023 07:12	WG2068945
(S) Nitrobenzene-d5	68.6			14.0-149		06/01/2023 07:12	WG2068945
(S) 2-Fluorobiphenyl	75.5			34.0-125		06/01/2023 07:12	WG2068945

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
Total Solids	80.4		1	05/23/2023 05:43	WG2064414

Metals (ICPMS) by Method 6020B

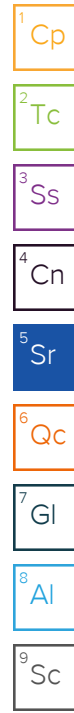
Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
Lead	10.1		0.123	2.49	5	06/05/2023 20:36	WG2071593

Volatile Organic Compounds (GC) by Method NWTPHGX

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
Gasoline Range Organics-NWTPH	1100		12.7	37.5	250	05/30/2023 19:10	WG2068629
(S) a, a, a-Trifluorotoluene(FID)	106			77.0-120		05/30/2023 19:10	WG2068629

Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
Acetone	U		1.10	1.50	20	05/30/2023 18:07	WG2068668
Acrylonitrile	U		0.108	0.375	20	05/30/2023 18:07	WG2068668
Benzene	U		0.0140	0.0300	20	05/30/2023 18:07	WG2068668
Bromobenzene	U		0.0270	0.375	20	05/30/2023 18:07	WG2068668
Bromodichloromethane	U		0.0218	0.0751	20	05/30/2023 18:07	WG2068668
Bromoform	U		0.0351	0.751	20	05/30/2023 18:07	WG2068668
Bromomethane	U		0.0592	0.375	20	05/30/2023 18:07	WG2068668
n-Butylbenzene	U		0.158	0.375	20	05/30/2023 18:07	WG2068668
sec-Butylbenzene	U		0.0865	0.375	20	05/30/2023 18:07	WG2068668
tert-Butylbenzene	U		0.0586	0.150	20	05/30/2023 18:07	WG2068668
Carbon disulfide	0.0472	J	0.0210	0.375	20	05/30/2023 18:07	WG2068668
Carbon tetrachloride	U		0.0270	0.150	20	05/30/2023 18:07	WG2068668
Chlorobenzene	U		0.00631	0.0751	20	05/30/2023 18:07	WG2068668
Chlorodibromomethane	U		0.0183	0.0751	20	05/30/2023 18:07	WG2068668
Chloroethane	U		0.0511	0.150	20	05/30/2023 18:07	WG2068668
Chloroform	U		0.0309	0.0751	20	05/30/2023 18:07	WG2068668
Chloromethane	U		0.131	0.375	20	05/30/2023 18:07	WG2068668
2-Chlorotoluene	U		0.0260	0.0751	20	05/30/2023 18:07	WG2068668
4-Chlorotoluene	U		0.0135	0.150	20	05/30/2023 18:07	WG2068668
1,2-Dibromo-3-Chloropropane	U		0.117	0.751	20	05/30/2023 18:07	WG2068668
1,2-Dibromoethane	U		0.0195	0.0751	20	05/30/2023 18:07	WG2068668
Dibromomethane	U		0.0225	0.150	20	05/30/2023 18:07	WG2068668
1,2-Dichlorobenzene	U		0.0128	0.150	20	05/30/2023 18:07	WG2068668
1,3-Dichlorobenzene	U		0.0180	0.150	20	05/30/2023 18:07	WG2068668
1,4-Dichlorobenzene	U		0.0210	0.150	20	05/30/2023 18:07	WG2068668
Dichlorodifluoromethane	U		0.0484	0.0751	20	05/30/2023 18:07	WG2068668
1,1-Dichloroethane	U		0.0147	0.0751	20	05/30/2023 18:07	WG2068668
1,2-Dichloroethane	U		0.0195	0.0751	20	05/30/2023 18:07	WG2068668
1,1-Dichloroethene	U		0.0182	0.0751	20	05/30/2023 18:07	WG2068668
cis-1,2-Dichloroethene	U		0.0221	0.0751	20	05/30/2023 18:07	WG2068668
trans-1,2-Dichloroethene	U		0.0312	0.150	20	05/30/2023 18:07	WG2068668
1,2-Dichloropropane	U		0.0426	0.150	20	05/30/2023 18:07	WG2068668
1,1-Dichloropropene	U		0.0243	0.0751	20	05/30/2023 18:07	WG2068668
1,3-Dichloropropane	U		0.0150	0.150	20	05/30/2023 18:07	WG2068668
cis-1,3-Dichloropropene	U		0.0227	0.0751	20	05/30/2023 18:07	WG2068668
trans-1,3-Dichloropropene	U		0.0342	0.150	20	05/30/2023 18:07	WG2068668
2,2-Dichloropropane	U		0.0414	0.0751	20	05/30/2023 18:07	WG2068668
Di-isopropyl ether	U		0.0123	0.0300	20	05/30/2023 18:07	WG2068668



Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Ethylbenzene	3.02		0.0221	0.0751	20	05/30/2023 18:07	WG2068668
Hexachloro-1,3-butadiene	U		0.180	0.751	20	05/30/2023 18:07	WG2068668
Isopropylbenzene	0.928		0.0128	0.0751	20	05/30/2023 18:07	WG2068668
p-Isopropyltoluene	1.58		0.0766	0.150	20	05/30/2023 18:07	WG2068668
2-Butanone (MEK)	U		1.91	3.00	20	05/30/2023 18:07	WG2068668
Methylene Chloride	U		0.200	0.751	20	05/30/2023 18:07	WG2068668
4-Methyl-2-pentanone (MIBK)	U		0.0685	0.751	20	05/30/2023 18:07	WG2068668
Methyl tert-butyl ether	U		0.0105	0.0300	20	05/30/2023 18:07	WG2068668
Naphthalene	1.43		0.147	0.375	20	05/30/2023 18:07	WG2068668
n-Propylbenzene	3.92		0.0285	0.150	20	05/30/2023 18:07	WG2068668
Styrene	U		0.00688	0.375	20	05/30/2023 18:07	WG2068668
1,1,1,2-Tetrachloroethane	U		0.0285	0.0751	20	05/30/2023 18:07	WG2068668
1,1,2,2-Tetrachloroethane	U		0.0209	0.0751	20	05/30/2023 18:07	WG2068668
1,1,2-Trichlorotrifluoroethane	U		0.0227	0.0751	20	05/30/2023 18:07	WG2068668
Tetrachloroethene	U		0.0269	0.0751	20	05/30/2023 18:07	WG2068668
Toluene	U		0.0390	0.150	20	05/30/2023 18:07	WG2068668
1,2,3-Trichlorobenzene	U		0.221	0.375	20	05/30/2023 18:07	WG2068668
1,2,4-Trichlorobenzene	U		0.132	0.375	20	05/30/2023 18:07	WG2068668
1,1,1-Trichloroethane	U		0.0278	0.0751	20	05/30/2023 18:07	WG2068668
1,1,2-Trichloroethane	U		0.0179	0.0751	20	05/30/2023 18:07	WG2068668
Trichloroethene	U		0.0176	0.0300	20	05/30/2023 18:07	WG2068668
Trichlorofluoromethane	U		0.0248	0.0751	20	05/30/2023 18:07	WG2068668
1,2,3-Trichloropropane	U		0.0487	0.375	20	05/30/2023 18:07	WG2068668
1,2,4-Trimethylbenzene	22.4		0.0475	0.150	20	05/30/2023 18:07	WG2068668
1,2,3-Trimethylbenzene	3.03		0.0475	0.150	20	05/30/2023 18:07	WG2068668
1,3,5-Trimethylbenzene	10.8		0.0601	0.150	20	05/30/2023 18:07	WG2068668
Vinyl chloride	U		0.0348	0.0751	20	05/30/2023 18:07	WG2068668
Xylenes, Total	1.36		0.0264	0.195	20	05/30/2023 18:07	WG2068668
(S) Toluene-d8	98.7			75.0-131		05/30/2023 18:07	WG2068668
(S) 4-Bromofluorobenzene	108			67.0-138		05/30/2023 18:07	WG2068668
(S) 1,2-Dichloroethane-d4	93.3			70.0-130		05/30/2023 18:07	WG2068668

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Diesel Range Organics (DRO)	45.0		1.65	4.98	1	05/31/2023 20:40	WG2068885
Residual Range Organics (RRO)	U		4.14	12.4	1	05/31/2023 20:40	WG2068885
(S) o-Terphenyl	51.7			18.0-148		05/31/2023 20:40	WG2068885

Sample Narrative:

L1621038-09 WG2068885: Sample resembles laboratory standard for Diesel and Gasoline.

Polychlorinated Biphenyls (GC) by Method 8082 A

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
PCB 1268	U		0.00918	0.0211	1	06/01/2023 21:50	WG2069580
PCB 1016	U		0.0147	0.0423	1	06/01/2023 21:50	WG2069580
PCB 1221	U		0.0147	0.0423	1	06/01/2023 21:50	WG2069580
PCB 1232	U		0.0147	0.0423	1	06/01/2023 21:50	WG2069580
PCB 1242	U		0.0147	0.0423	1	06/01/2023 21:50	WG2069580
PCB 1248	U		0.00918	0.0211	1	06/01/2023 21:50	WG2069580
PCB 1254	U		0.00918	0.0211	1	06/01/2023 21:50	WG2069580
PCB 1260	U		0.00918	0.0211	1	06/01/2023 21:50	WG2069580
PCB 1262	U		0.00918	0.0211	1	06/01/2023 21:50	WG2069580
(S) Decachlorobiphenyl	42.6			10.0-135		06/01/2023 21:50	WG2069580

Polychlorinated Biphenyls (GC) by Method 8082 A

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
(S) Tetrachloro-m-xylene	43.2			10.0-139		06/01/2023 21:50	WG2069580

1 Cp

2 Tc

Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Anthracene	U		0.00286	0.00746	1	06/01/2023 07:29	WG2068945
Acenaphthene	U		0.00260	0.00746	1	06/01/2023 07:29	WG2068945
Acenaphthylene	U		0.00269	0.00746	1	06/01/2023 07:29	WG2068945
Benzo(a)anthracene	U		0.00215	0.00746	1	06/01/2023 07:29	WG2068945
Benzo(a)pyrene	U		0.00223	0.00746	1	06/01/2023 07:29	WG2068945
Benzo(b)fluoranthene	U		0.00190	0.00746	1	06/01/2023 07:29	WG2068945
Benzo(g,h,i)perylene	U		0.00220	0.00746	1	06/01/2023 07:29	WG2068945
Benzo(k)fluoranthene	U		0.00267	0.00746	1	06/01/2023 07:29	WG2068945
Chrysene	U		0.00289	0.00746	1	06/01/2023 07:29	WG2068945
Dibenz(a,h)anthracene	U		0.00214	0.00746	1	06/01/2023 07:29	WG2068945
Fluoranthene	U		0.00282	0.00746	1	06/01/2023 07:29	WG2068945
Fluorene	U		0.00255	0.00746	1	06/01/2023 07:29	WG2068945
Indeno(1,2,3-cd)pyrene	U		0.00225	0.00746	1	06/01/2023 07:29	WG2068945
Naphthalene	0.0323		0.00508	0.0249	1	06/01/2023 07:29	WG2068945
Phenanthrene	0.00394	J	0.00287	0.00746	1	06/01/2023 07:29	WG2068945
Pyrene	U		0.00249	0.00746	1	06/01/2023 07:29	WG2068945
1-Methylnaphthalene	0.0421		0.00559	0.0249	1	06/01/2023 07:29	WG2068945
2-Methylnaphthalene	0.0778		0.00531	0.0249	1	06/01/2023 07:29	WG2068945
2-Chloronaphthalene	U		0.00580	0.0249	1	06/01/2023 07:29	WG2068945
(S) p-Terphenyl-d14	107			23.0-120		06/01/2023 07:29	WG2068945
(S) Nitrobenzene-d5	52.1			14.0-149		06/01/2023 07:29	WG2068945
(S) 2-Fluorobiphenyl	72.9			34.0-125		06/01/2023 07:29	WG2068945

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Method Blank (MB)

(MB) R3927993-1 05/22/23 15:26

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	%		%	%
Total Solids	0.00100			

1 Cp

2 Tc

3 Ss

L1618511-01 Original Sample (OS) • Duplicate (DUP)

(OS) L1618511-01 05/22/23 15:26 • (DUP) R3927993-3 05/22/23 15:26

Analyte	Original Result	DUP Result	Dilution	DUP RPD	DUP Qualifier	DUP RPD Limits
	%	%		%		%
Total Solids	87.8	89.2	1	1.54		10

4 Cn

5 Sr

Laboratory Control Sample (LCS)

(LCS) R3927993-2 05/22/23 15:26

Analyte	Spike Amount	LCS Result	LCS Rec.	Rec. Limits	LCS Qualifier
	%	%	%	%	
Total Solids	50.0	50.0	100	85.0-115	

6 Qc

7 Gl

8 Al

9 Sc

Method Blank (MB)

(MB) R3928533-1 05/23/23 05:43

Analyte	MB Result	<u>MB Qualifier</u>	MB MDL	MB RDL
	%		%	%
Total Solids	0.00100			

¹Cp

²Tc

³Ss

L1618556-03 Original Sample (OS) • Duplicate (DUP)

(OS) L1618556-03 05/23/23 05:43 • (DUP) R3928533-3 05/23/23 05:43

Analyte	Original Result	DUP Result	Dilution	DUP RPD	<u>DUP Qualifier</u>	DUP RPD Limits
	%	%		%		%
Total Solids	86.8	86.2	1	0.727		10

⁴Cn

⁵Sr

Laboratory Control Sample (LCS)

(LCS) R3928533-2 05/23/23 05:43

Analyte	Spike Amount	LCS Result	LCS Rec.	Rec. Limits	<u>LCS Qualifier</u>
	%	%	%	%	
Total Solids	50.0	50.0	100	85.0-115	

⁶Qc

⁷Gl

⁸Al

⁹Sc

Method Blank (MB)

(MB) R3933045-1 06/05/23 19:33

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Lead	U		0.0990	2.00

1 Cp

2 Tc

3 Ss

Laboratory Control Sample (LCS)

(LCS) R3933045-2 06/05/23 19:36

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Lead	100	95.2	95.2	80.0-120	

4 Cn

5 Sr

L1618383-03 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1618383-03 06/05/23 19:39 • (MS) R3933045-5 06/05/23 19:49 • (MSD) R3933045-6 06/05/23 19:52

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Lead	100	8.76	119	105	110	96.6	5	75.0-125			11.8	20

6 Qc

7 Gl

8 Al

9 Sc

Method Blank (MB)

(MB) R3930947-2 05/30/23 12:08

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Gasoline Range Organics-NWTPH	U		0.848	2.50
(S) a,a,a-Trifluorotoluene(FID)	98.9			77.0-120

Laboratory Control Sample (LCS)

(LCS) R3930947-1 05/30/23 10:34

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Gasoline Range Organics-NWTPH	5.50	6.16	112	71.0-124	
(S) a,a,a-Trifluorotoluene(FID)			103	77.0-120	

L1621038-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1621038-01 05/30/23 18:21 • (MS) R3930947-3 05/30/23 19:35 • (MSD) R3930947-4 05/30/23 20:00

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Gasoline Range Organics-NWTPH	769	51.8	890	703	109	84.7	100	50.0-150			23.5	27
(S) a,a,a-Trifluorotoluene(FID)					103	104		77.0-120				

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Method Blank (MB)

(MB) R3931714-2 05/30/23 15:19

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Acetone	U		0.0365	0.0500
Acrylonitrile	U		0.00361	0.0125
Benzene	U		0.000467	0.00100
Bromobenzene	U		0.000900	0.0125
Bromodichloromethane	U		0.000725	0.00250
Bromoform	U		0.00117	0.0250
Bromomethane	U		0.00197	0.0125
n-Butylbenzene	U		0.00525	0.0125
sec-Butylbenzene	U		0.00288	0.0125
tert-Butylbenzene	U		0.00195	0.00500
Carbon disulfide	U		0.000700	0.0125
Carbon tetrachloride	U		0.000898	0.00500
Chlorobenzene	U		0.000210	0.00250
Chlorodibromomethane	U		0.000612	0.00250
Chloroethane	U		0.00170	0.00500
Chloroform	U		0.00103	0.00250
Chloromethane	U		0.00435	0.0125
2-Chlorotoluene	U		0.000865	0.00250
4-Chlorotoluene	U		0.000450	0.00500
1,2-Dibromo-3-Chloropropane	U		0.00390	0.0250
1,2-Dibromoethane	U		0.000648	0.00250
Dibromomethane	U		0.000750	0.00500
1,2-Dichlorobenzene	U		0.000425	0.00500
1,3-Dichlorobenzene	U		0.000600	0.00500
1,4-Dichlorobenzene	U		0.000700	0.00500
Dichlorodifluoromethane	U		0.00161	0.00250
1,1-Dichloroethane	U		0.000491	0.00250
1,2-Dichloroethane	U		0.000649	0.00250
1,1-Dichloroethene	U		0.000606	0.00250
cis-1,2-Dichloroethene	U		0.000734	0.00250
trans-1,2-Dichloroethene	U		0.00104	0.00500
1,2-Dichloropropane	U		0.00142	0.00500
1,1-Dichloropropene	U		0.000809	0.00250
1,3-Dichloropropane	U		0.000501	0.00500
cis-1,3-Dichloropropene	U		0.000757	0.00250
trans-1,3-Dichloropropene	U		0.00114	0.00500
2,2-Dichloropropane	U		0.00138	0.00250
Di-isopropyl ether	U		0.000410	0.00100
Ethylbenzene	U		0.000737	0.00250
Hexachloro-1,3-butadiene	U		0.00600	0.0250

¹Cp

²Tc

³Ss

⁴Cn

⁵Sr

⁶Qc

⁷Gl

⁸Al

⁹Sc

Method Blank (MB)

(MB) R3931714-2 05/30/23 15:19

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Isopropylbenzene	U		0.000425	0.00250
p-Isopropyltoluene	U		0.00255	0.00500
2-Butanone (MEK)	U		0.0635	0.100
Methylene Chloride	U		0.00664	0.0250
4-Methyl-2-pentanone (MIBK)	U		0.00228	0.0250
Methyl tert-butyl ether	U		0.000350	0.00100
Naphthalene	U		0.00488	0.0125
n-Propylbenzene	U		0.000950	0.00500
Styrene	0.00510	U	0.000229	0.0125
1,1,1,2-Tetrachloroethane	U		0.000948	0.00250
1,1,2,2-Tetrachloroethane	U		0.000695	0.00250
1,1,2-Trichlorotrifluoroethane	U		0.000754	0.00250
Tetrachloroethene	U		0.000896	0.00250
Toluene	U		0.00130	0.00500
1,2,3-Trichlorobenzene	U		0.00733	0.0125
1,2,4-Trichlorobenzene	U		0.00440	0.0125
1,1,1-Trichloroethane	U		0.000923	0.00250
1,1,2-Trichloroethane	U		0.000597	0.00250
Trichloroethene	U		0.000584	0.00100
Trichlorofluoromethane	U		0.000827	0.00250
1,2,3-Trichloropropane	U		0.00162	0.0125
1,2,4-Trimethylbenzene	U		0.00158	0.00500
1,2,3-Trimethylbenzene	U		0.00158	0.00500
1,3,5-Trimethylbenzene	U		0.00200	0.00500
Vinyl chloride	U		0.00116	0.00250
Xylenes, Total	U		0.000880	0.00650
(S) Toluene-d8	102			75.0-131
(S) 4-Bromofluorobenzene	96.4			67.0-138
(S) 1,2-Dichloroethane-d4	81.8			70.0-130

¹Cp

²Tc

³Ss

⁴Cn

⁵Sr

⁶Qc

⁷Gl

⁸Al

⁹Sc

Laboratory Control Sample (LCS)

(LCS) R3931714-1 05/30/23 14:00

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Acetone	0.625	0.536	85.8	10.0-160	
Acrylonitrile	0.625	0.605	96.8	45.0-153	
Benzene	0.125	0.121	96.8	70.0-123	
Bromobenzene	0.125	0.127	102	73.0-121	

Laboratory Control Sample (LCS)

(LCS) R3931714-1 05/30/23 14:00

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	<u>LCS Qualifier</u>
Bromodichloromethane	0.125	0.126	101	73.0-121	
Bromoform	0.125	0.123	98.4	64.0-132	
Bromomethane	0.125	0.120	96.0	56.0-147	
n-Butylbenzene	0.125	0.129	103	68.0-135	
sec-Butylbenzene	0.125	0.112	89.6	74.0-130	
tert-Butylbenzene	0.125	0.112	89.6	75.0-127	
Carbon disulfide	0.125	0.142	114	56.0-133	
Carbon tetrachloride	0.125	0.135	108	66.0-128	
Chlorobenzene	0.125	0.139	111	76.0-128	
Chlorodibromomethane	0.125	0.130	104	74.0-127	
Chloroethane	0.125	0.126	101	61.0-134	
Chloroform	0.125	0.118	94.4	72.0-123	
Chloromethane	0.125	0.120	96.0	51.0-138	
2-Chlorotoluene	0.125	0.129	103	75.0-124	
4-Chlorotoluene	0.125	0.129	103	75.0-124	
1,2-Dibromo-3-Chloropropane	0.125	0.122	97.6	59.0-130	
1,2-Dibromoethane	0.125	0.135	108	74.0-128	
Dibromomethane	0.125	0.131	105	75.0-122	
1,2-Dichlorobenzene	0.125	0.139	111	76.0-124	
1,3-Dichlorobenzene	0.125	0.133	106	76.0-125	
1,4-Dichlorobenzene	0.125	0.128	102	77.0-121	
Dichlorodifluoromethane	0.125	0.128	102	43.0-156	
1,1-Dichloroethane	0.125	0.123	98.4	70.0-127	
1,2-Dichloroethane	0.125	0.116	92.8	65.0-131	
1,1-Dichloroethene	0.125	0.146	117	65.0-131	
cis-1,2-Dichloroethene	0.125	0.131	105	73.0-125	
trans-1,2-Dichloroethene	0.125	0.129	103	71.0-125	
1,2-Dichloropropane	0.125	0.120	96.0	74.0-125	
1,1-Dichloropropene	0.125	0.139	111	73.0-125	
1,3-Dichloropropane	0.125	0.132	106	80.0-125	
cis-1,3-Dichloropropene	0.125	0.106	84.8	76.0-127	
trans-1,3-Dichloropropene	0.125	0.134	107	73.0-127	
2,2-Dichloropropane	0.125	0.121	96.8	59.0-135	
Di-isopropyl ether	0.125	0.131	105	60.0-136	
Ethylbenzene	0.125	0.137	110	74.0-126	
Hexachloro-1,3-butadiene	0.125	0.148	118	57.0-150	
Isopropylbenzene	0.125	0.119	95.2	72.0-127	
p-Isopropyltoluene	0.125	0.116	92.8	72.0-133	
2-Butanone (MEK)	0.625	0.573	91.7	30.0-160	
Methylene Chloride	0.125	0.122	97.6	68.0-123	

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Laboratory Control Sample (LCS)

(LCS) R3931714-1 05/30/23 14:00

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	<u>LCS Qualifier</u>
4-Methyl-2-pentanone (MIBK)	0.625	0.656	105	56.0-143	
Methyl tert-butyl ether	0.125	0.123	98.4	66.0-132	
Naphthalene	0.125	0.129	103	59.0-130	
n-Propylbenzene	0.125	0.135	108	74.0-126	
Styrene	0.125	0.110	88.0	72.0-127	
1,1,1,2-Tetrachloroethane	0.125	0.130	104	74.0-129	
1,1,2,2-Tetrachloroethane	0.125	0.126	101	68.0-128	
1,1,2-Trichlorotrifluoroethane	0.125	0.133	106	61.0-139	
Tetrachloroethene	0.125	0.122	97.6	70.0-136	
Toluene	0.125	0.129	103	75.0-121	
1,2,3-Trichlorobenzene	0.125	0.134	107	59.0-139	
1,2,4-Trichlorobenzene	0.125	0.133	106	62.0-137	
1,1,1-Trichloroethane	0.125	0.128	102	69.0-126	
1,1,2-Trichloroethane	0.125	0.142	114	78.0-123	
Trichloroethene	0.125	0.114	91.2	76.0-126	
Trichlorofluoromethane	0.125	0.128	102	61.0-142	
1,2,3-Trichloropropane	0.125	0.121	96.8	67.0-129	
1,2,4-Trimethylbenzene	0.125	0.117	93.6	70.0-126	
1,2,3-Trimethylbenzene	0.125	0.131	105	74.0-124	
1,3,5-Trimethylbenzene	0.125	0.128	102	73.0-127	
Vinyl chloride	0.125	0.133	106	63.0-134	
Xylenes, Total	0.375	0.390	104	72.0-127	
(S) Toluene-d8			95.7	75.0-131	
(S) 4-Bromofluorobenzene			101	67.0-138	
(S) 1,2-Dichloroethane-d4			89.5	70.0-130	

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

L1620648-10 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1620648-10 05/30/23 21:43 • (MS) R3931714-3 05/30/23 23:02 • (MSD) R3931714-4 05/30/23 23:22

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	<u>MS Qualifier</u>	<u>MSD Qualifier</u>	RPD %	RPD Limits %
Acetone	0.764	U	0.145	0.153	19.0	20.0	1	10.0-160			5.13	40
Acrylonitrile	0.764	U	0.608	0.761	79.6	99.6	1	10.0-160			22.3	40
Benzene	0.153	U	0.171	0.180	112	118	1	10.0-149			5.22	37
Bromobenzene	0.153	U	0.189	0.205	124	134	1	10.0-156			7.75	38
Bromodichloromethane	0.153	U	0.176	0.185	115	121	1	10.0-143			5.08	37
Bromoform	0.153	U	0.152	0.166	99.8	109	1	10.0-146			8.81	36
Bromomethane	0.153	U	0.0997	0.113	65.3	73.9	1	10.0-149			12.4	38
n-Butylbenzene	0.153	U	0.195	0.206	128	135	1	10.0-160			5.32	40

L1620648-10 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1620648-10 05/30/23 21:43 • (MS) R3931714-3 05/30/23 23:02 • (MSD) R3931714-4 05/30/23 23:22

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
sec-Butylbenzene	0.153	U	0.177	0.197	116	129	1	10.0-159			10.6	39
tert-Butylbenzene	0.153	U	0.179	0.194	117	127	1	10.0-156			8.20	39
Carbon disulfide	0.153	0.00287	0.157	0.176	101	113	1	10.0-145			11.0	39
Carbon tetrachloride	0.153	U	0.177	0.192	116	126	1	10.0-145			8.26	37
Chlorobenzene	0.153	U	0.188	0.203	123	133	1	10.0-152			7.81	39
Chlorodibromomethane	0.153	U	0.180	0.195	118	128	1	10.0-146			8.13	37
Chloroethane	0.153	U	0.0828	0.0919	54.2	60.2	1	10.0-146			10.5	40
Chloroform	0.153	U	0.159	0.170	104	111	1	10.0-146			6.51	37
Chloromethane	0.153	U	0.127	0.143	83.2	93.4	1	10.0-159			11.6	37
2-Chlorotoluene	0.153	U	0.199	0.215	130	141	1	10.0-159			8.12	38
4-Chlorotoluene	0.153	U	0.209	0.229	137	150	1	10.0-155			9.06	39
1,2-Dibromo-3-Chloropropane	0.153	U	0.141	0.152	92.3	99.8	1	10.0-151			7.81	39
1,2-Dibromoethane	0.153	U	0.183	0.192	120	126	1	10.0-148			4.88	34
Dibromomethane	0.153	U	0.162	0.173	106	113	1	10.0-147			6.39	35
1,2-Dichlorobenzene	0.153	U	0.192	0.212	126	139	1	10.0-155			9.81	37
1,3-Dichlorobenzene	0.153	U	0.186	0.205	122	134	1	10.0-153			9.38	38
1,4-Dichlorobenzene	0.153	U	0.185	0.203	121	133	1	10.0-151			9.45	38
Dichlorodifluoromethane	0.153	U	0.137	0.151	89.7	98.6	1	10.0-160			9.45	35
1,1-Dichloroethane	0.153	U	0.166	0.179	109	117	1	10.0-147			7.08	37
1,2-Dichloroethane	0.153	U	0.160	0.162	105	106	1	10.0-148			0.948	35
1,1-Dichloroethene	0.153	U	0.185	0.199	121	130	1	10.0-155			7.17	37
cis-1,2-Dichloroethene	0.153	U	0.173	0.179	113	117	1	10.0-149			3.48	37
trans-1,2-Dichloroethene	0.153	U	0.168	0.185	110	121	1	10.0-150			9.52	37
1,2-Dichloropropane	0.153	U	0.183	0.182	120	119	1	10.0-148			0.837	37
1,1-Dichloropropene	0.153	U	0.195	0.205	128	134	1	10.0-153			4.58	35
1,3-Dichloropropane	0.153	U	0.195	0.205	128	134	1	10.0-154			4.58	35
cis-1,3-Dichloropropene	0.153	U	0.166	0.166	109	109	1	10.0-151			0.000	37
trans-1,3-Dichloropropene	0.153	U	0.203	0.206	133	135	1	10.0-148			1.49	37
2,2-Dichloropropane	0.153	U	0.132	0.150	86.5	98.0	1	10.0-138			12.5	36
Di-isopropyl ether	0.153	U	0.177	0.194	116	127	1	10.0-147			9.05	36
Ethylbenzene	0.153	U	0.191	0.209	125	137	1	10.0-160			9.16	38
Hexachloro-1,3-butadiene	0.153	U	0.197	0.232	129	152	1	10.0-160			16.4	40
Isopropylbenzene	0.153	U	0.163	0.180	107	118	1	10.0-155			9.78	38
p-Isopropyltoluene	0.153	U	0.171	0.189	112	124	1	10.0-160			10.2	40
2-Butanone (MEK)	0.764	U	0.588	0.790	77.0	103	1	10.0-160			29.3	40
Methylene Chloride	0.153	U	0.159	0.160	104	105	1	10.0-141			0.957	37
4-Methyl-2-pentanone (MIBK)	0.764	U	0.852	0.895	112	117	1	10.0-160			4.90	35
Methyl tert-butyl ether	0.153	U	0.165	0.149	108	97.8	1	11.0-147			9.91	35
Naphthalene	0.153	U	0.166	0.188	109	123	1	10.0-160			12.1	36

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

L1620648-10 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1620648-10 05/30/23 21:43 • (MS) R3931714-3 05/30/23 23:02 • (MSD) R3931714-4 05/30/23 23:22

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
n-Propylbenzene	0.153	U	0.206	0.226	135	148	1	10.0-158			9.19	38
Styrene	0.153	U	0.156	0.168	102	110	1	10.0-160			7.55	40
1,1,1,2-Tetrachloroethane	0.153	U	0.173	0.191	113	125	1	10.0-149			10.1	39
1,1,2,2-Tetrachloroethane	0.153	U	0.176	0.191	115	125	1	10.0-160			8.33	35
1,1,2-Trichlorotrifluoroethane	0.153	U	0.163	0.179	107	117	1	10.0-160			8.93	36
Tetrachloroethene	0.153	U	0.174	0.197	114	129	1	10.0-156			12.3	39
Toluene	0.153	U	0.183	0.202	120	132	1	10.0-156			9.52	38
1,2,3-Trichlorobenzene	0.153	U	0.180	0.209	118	137	1	10.0-160			14.9	40
1,2,4-Trichlorobenzene	0.153	U	0.186	0.206	122	135	1	10.0-160			10.1	40
1,1,1-Trichloroethane	0.153	U	0.183	0.200	120	131	1	10.0-144			8.76	35
1,1,2-Trichloroethane	0.153	U	0.197	0.202	129	132	1	10.0-160			2.30	35
Trichloroethene	0.153	U	0.157	0.168	103	110	1	10.0-156			6.57	38
Trichlorofluoromethane	0.153	U	0.0939	0.111	61.5	73.0	1	10.0-160			17.1	40
1,2,3-Trichloropropane	0.153	U	0.182	0.179	119	117	1	10.0-156			1.69	35
1,2,4-Trimethylbenzene	0.153	U	0.171	0.191	112	125	1	10.0-160			11.0	36
1,2,3-Trimethylbenzene	0.153	U	0.191	0.206	125	135	1	10.0-160			7.69	36
1,3,5-Trimethylbenzene	0.153	U	0.200	0.215	131	141	1	10.0-160			7.35	38
Vinyl chloride	0.153	U	0.130	0.138	85.0	90.2	1	10.0-160			5.94	37
Xylenes, Total	0.458	U	0.541	0.602	118	131	1	10.0-160			10.7	38
<i>(S) Toluene-d8</i>					97.2	99.2		75.0-131				
<i>(S) 4-Bromofluorobenzene</i>					97.4	99.6		67.0-138				
<i>(S) 1,2-Dichloroethane-d4</i>					89.1	90.5		70.0-130				

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Method Blank (MB)

(MB) R3931146-3 05/30/23 10:42

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	mg/kg		mg/kg	mg/kg
Benzene	U		0.000467	0.00100
Toluene	U		0.00130	0.00500
Ethylbenzene	U		0.000737	0.00250
Total Xylenes	U		0.000880	0.00650
(S) Toluene-d8	102			75.0-131
(S) 4-Bromofluorobenzene	96.8			67.0-138
(S) 1,2-Dichloroethane-d4	91.4			70.0-130

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3931146-1 05/30/23 09:07 • (LCSD) R3931146-2 05/30/23 09:26

Analyte	Spike Amount	LCS Result	LCSD Result	LCS Rec.	LCSD Rec.	Rec. Limits	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits
	mg/kg	mg/kg	mg/kg	%	%	%			%	%
Benzene	0.125	0.124	0.126	99.2	101	70.0-123			1.60	20
Toluene	0.125	0.111	0.115	88.8	92.0	75.0-121			3.54	20
Ethylbenzene	0.125	0.114	0.114	91.2	91.2	74.0-126			0.000	20
Total Xylenes	0.375	0.322	0.334	85.9	89.1	72.0-127			3.66	20
(S) Toluene-d8				101	102	75.0-131				
(S) 4-Bromofluorobenzene				97.9	96.2	67.0-138				
(S) 1,2-Dichloroethane-d4				95.8	95.6	70.0-130				

L1620633-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1620633-01 05/30/23 18:55 • (MS) R3931146-4 05/30/23 20:30 • (MSD) R3931146-5 05/30/23 20:49

Analyte	Spike Amount (dry)	Original Result (dry)	MS Result (dry)	MSD Result (dry)	MS Rec.	MSD Rec.	Dilution	Rec. Limits	MS Qualifier	MSD Qualifier	RPD	RPD Limits
	mg/kg	mg/kg	mg/kg	mg/kg	%	%		%			%	%
Benzene	0.146	U	0.164	0.179	113	123	1	10.0-149			8.33	37
Toluene	0.146	U	0.159	0.164	109	113	1	10.0-156			3.54	38
Ethylbenzene	0.146	U	0.152	0.162	104	111	1	10.0-160			6.39	38
Total Xylenes	0.436	U	0.449	0.483	103	111	1	10.0-160			7.36	38
(S) Toluene-d8					101	99.2		75.0-131				
(S) 4-Bromofluorobenzene					97.4	94.7		67.0-138				
(S) 1,2-Dichloroethane-d4					92.2	94.7		70.0-130				

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Method Blank (MB)

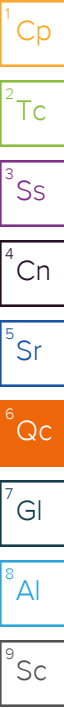
(MB) R3931987-2 06/01/23 16:45

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
1,2,4-Trimethylbenzene	U		0.00158	0.00500
(S) Toluene-d8	105			75.0-131
(S) 4-Bromofluorobenzene	97.8			67.0-138
(S) 1,2-Dichloroethane-d4	103			70.0-130

Laboratory Control Sample (LCS)

(LCS) R3931987-1 06/01/23 15:27

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
1,2,4-Trimethylbenzene	0.125	0.107	85.6	70.0-126	
(S) Toluene-d8			101	75.0-131	
(S) 4-Bromofluorobenzene			101	67.0-138	
(S) 1,2-Dichloroethane-d4			109	70.0-130	



Method Blank (MB)

(MB) R3931302-1 05/31/23 15:45

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Diesel Range Organics (DRO)	U		1.33	4.00
Residual Range Organics (RRO)	U		3.33	10.0
<i>(S) o-Terphenyl</i>	72.8			18.0-148

Laboratory Control Sample (LCS)

(LCS) R3931302-2 05/31/23 15:58

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Diesel Range Organics (DRO)	50.0	35.7	71.4	50.0-150	
<i>(S) o-Terphenyl</i>			78.1	18.0-148	

L1617845-03 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1617845-03 05/31/23 16:11 • (MS) R3931302-3 05/31/23 16:25 • (MSD) R3931302-4 05/31/23 16:38

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Diesel Range Organics (DRO)	64.6	U	46.0	43.8	71.2	68.5	1	50.0-150			4.92	20
<i>(S) o-Terphenyl</i>					72.5	72.3		18.0-148				

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Method Blank (MB)

(MB) R3932291-1 06/01/23 18:45

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	mg/kg		mg/kg	mg/kg
PCB 1016	U		0.0118	0.0340
PCB 1221	U		0.0118	0.0340
PCB 1232	U		0.0118	0.0340
PCB 1242	U		0.0118	0.0340
PCB 1248	U		0.00738	0.0170
PCB 1254	U		0.00738	0.0170
PCB 1260	U		0.00738	0.0170
PCB 1262	U		0.00738	0.0170
PCB 1268	U		0.00738	0.0170
(S) Decachlorobiphenyl	94.9			10.0-135
(S) Tetrachloro-m-xylene	87.4			10.0-139

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Laboratory Control Sample (LCS)

(LCS) R3932291-2 06/01/23 19:05

Analyte	Spike Amount	LCS Result	LCS Rec.	Rec. Limits	LCS Qualifier
	mg/kg	mg/kg	%	%	
PCB 1016	0.167	0.133	79.6	36.0-141	P
PCB 1260	0.167	0.150	89.8	37.0-145	P
(S) Decachlorobiphenyl			90.1	10.0-135	
(S) Tetrachloro-m-xylene			81.8	10.0-139	

L1621281-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1621281-01 06/01/23 22:09 • (MS) R3932291-3 06/01/23 22:49 • (MSD) R3932291-4 06/01/23 22:59

Analyte	Spike Amount (dry)	Original Result (dry)	MS Result (dry)	MSD Result (dry)	MS Rec.	MSD Rec.	Dilution	Rec. Limits	MS Qualifier	MSD Qualifier	RPD	RPD Limits
	mg/kg	mg/kg	mg/kg	mg/kg	%	%		%			%	%
PCB 1016	0.196	U	0.114	0.101	58.4	52.1	1	10.0-160	P	P	12.0	37
PCB 1260	0.196	U	0.103	0.109	52.4	56.2	1	10.0-160	P	P	6.31	38
(S) Decachlorobiphenyl					82.2	92.0		10.0-135				
(S) Tetrachloro-m-xylene					78.7	75.8		10.0-139				

Method Blank (MB)

(MB) R3932334-2 06/01/23 01:42

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Anthracene	U		0.00230	0.00600
Acenaphthene	U		0.00209	0.00600
Acenaphthylene	U		0.00216	0.00600
Benzo(a)anthracene	U		0.00173	0.00600
Benzo(a)pyrene	U		0.00179	0.00600
Benzo(b)fluoranthene	U		0.00153	0.00600
Benzo(g,h,i)perylene	U		0.00177	0.00600
Benzo(k)fluoranthene	U		0.00215	0.00600
Chrysene	U		0.00232	0.00600
Dibenz(a,h)anthracene	U		0.00172	0.00600
Fluoranthene	U		0.00227	0.00600
Fluorene	U		0.00205	0.00600
Indeno(1,2,3-cd)pyrene	U		0.00181	0.00600
Naphthalene	U		0.00408	0.0200
Phenanthrene	U		0.00231	0.00600
Pyrene	U		0.00200	0.00600
1-Methylnaphthalene	U		0.00449	0.0200
2-Methylnaphthalene	U		0.00427	0.0200
2-Chloronaphthalene	U		0.00466	0.0200
(S) p-Terphenyl-d14	114			23.0-120
(S) Nitrobenzene-d5	63.5			14.0-149
(S) 2-Fluorobiphenyl	89.2			34.0-125

¹Cp

²Tc

³Ss

⁴Cn

⁵Sr

⁶Qc

⁷Gl

⁸Al

⁹Sc

Laboratory Control Sample (LCS)

(LCS) R3932334-1 06/01/23 01:25

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Anthracene	0.0800	0.0840	105	50.0-126	
Acenaphthene	0.0800	0.0722	90.3	50.0-120	
Acenaphthylene	0.0800	0.0691	86.4	50.0-120	
Benzo(a)anthracene	0.0800	0.0877	110	45.0-120	
Benzo(a)pyrene	0.0800	0.0829	104	42.0-120	
Benzo(b)fluoranthene	0.0800	0.0893	112	42.0-121	
Benzo(g,h,i)perylene	0.0800	0.0915	114	45.0-125	
Benzo(k)fluoranthene	0.0800	0.0851	106	49.0-125	
Chrysene	0.0800	0.0917	115	49.0-122	
Dibenz(a,h)anthracene	0.0800	0.0870	109	47.0-125	
Fluoranthene	0.0800	0.0970	121	49.0-129	

Laboratory Control Sample (LCS)

(LCS) R3932334-1 06/01/23 01:25

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	<u>LCS Qualifier</u>
Fluorene	0.0800	0.0817	102	49.0-120	
Indeno(1,2,3-cd)pyrene	0.0800	0.0928	116	46.0-125	
Naphthalene	0.0800	0.0666	83.3	50.0-120	
Phenanthrene	0.0800	0.0871	109	47.0-120	
Pyrene	0.0800	0.0889	111	43.0-123	
1-Methylnaphthalene	0.0800	0.0721	90.1	51.0-121	
2-Methylnaphthalene	0.0800	0.0746	93.3	50.0-120	
2-Chloronaphthalene	0.0800	0.0708	88.5	50.0-120	
<i>(S) p-Terphenyl-d14</i>			132	23.0-120	<u>J1</u>
<i>(S) Nitrobenzene-d5</i>			86.3	14.0-149	
<i>(S) 2-Fluorobiphenyl</i>			109	34.0-125	

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

GLOSSARY OF TERMS

Guide to Reading and Understanding Your Laboratory Report

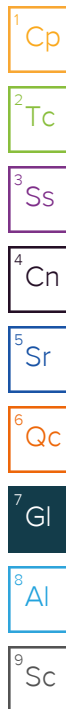
The information below is designed to better explain the various terms used in your report of analytical results from the Laboratory. This is not intended as a comprehensive explanation, and if you have additional questions please contact your project representative.

Results Disclaimer - Information that may be provided by the customer, and contained within this report, include Permit Limits, Project Name, Sample ID, Sample Matrix, Sample Preservation, Field Blanks, Field Spikes, Field Duplicates, On-Site Data, Sampling Collection Dates/Times, and Sampling Location. Results relate to the accuracy of this information provided, and as the samples are received.

Abbreviations and Definitions

(dry)	Results are reported based on the dry weight of the sample. [this will only be present on a dry report basis for soils].
MDL	Method Detection Limit.
MDL (dry)	Method Detection Limit.
RDL	Reported Detection Limit.
RDL (dry)	Reported Detection Limit.
Rec.	Recovery.
RPD	Relative Percent Difference.
SDG	Sample Delivery Group.
(S)	Surrogate (Surrogate Standard) - Analytes added to every blank, sample, Laboratory Control Sample/Duplicate and Matrix Spike/Duplicate; used to evaluate analytical efficiency by measuring recovery. Surrogates are not expected to be detected in all environmental media.
U	Not detected at the Reporting Limit (or MDL where applicable).
Analyte	The name of the particular compound or analysis performed. Some Analyses and Methods will have multiple analytes reported.
Dilution	If the sample matrix contains an interfering material, the sample preparation volume or weight values differ from the standard, or if concentrations of analytes in the sample are higher than the highest limit of concentration that the laboratory can accurately report, the sample may be diluted for analysis. If a value different than 1 is used in this field, the result reported has already been corrected for this factor.
Limits	These are the target % recovery ranges or % difference value that the laboratory has historically determined as normal for the method and analyte being reported. Successful QC Sample analysis will target all analytes recovered or duplicated within these ranges.
Original Sample	The non-spiked sample in the prep batch used to determine the Relative Percent Difference (RPD) from a quality control sample. The Original Sample may not be included within the reported SDG.
Qualifier	This column provides a letter and/or number designation that corresponds to additional information concerning the result reported. If a Qualifier is present, a definition per Qualifier is provided within the Glossary and Definitions page and potentially a discussion of possible implications of the Qualifier in the Case Narrative if applicable.
Result	The actual analytical final result (corrected for any sample specific characteristics) reported for your sample. If there was no measurable result returned for a specific analyte, the result in this column may state "ND" (Not Detected) or "BDL" (Below Detectable Levels). The information in the results column should always be accompanied by either an MDL (Method Detection Limit) or RDL (Reporting Detection Limit) that defines the lowest value that the laboratory could detect or report for this analyte.
Uncertainty (Radiochemistry)	Confidence level of 2 sigma.
Case Narrative (Cn)	A brief discussion about the included sample results, including a discussion of any non-conformances to protocol observed either at sample receipt by the laboratory from the field or during the analytical process. If present, there will be a section in the Case Narrative to discuss the meaning of any data qualifiers used in the report.
Quality Control Summary (Qc)	This section of the report includes the results of the laboratory quality control analyses required by procedure or analytical methods to assist in evaluating the validity of the results reported for your samples. These analyses are not being performed on your samples typically, but on laboratory generated material.
Sample Chain of Custody (Sc)	This is the document created in the field when your samples were initially collected. This is used to verify the time and date of collection, the person collecting the samples, and the analyses that the laboratory is requested to perform. This chain of custody also documents all persons (excluding commercial shippers) that have had control or possession of the samples from the time of collection until delivery to the laboratory for analysis.
Sample Results (Sr)	This section of your report will provide the results of all testing performed on your samples. These results are provided by sample ID and are separated by the analyses performed on each sample. The header line of each analysis section for each sample will provide the name and method number for the analysis reported.
Sample Summary (Ss)	This section of the Analytical Report defines the specific analyses performed for each sample ID, including the dates and times of preparation and/or analysis.

Qualifier	Description
J	The identification of the analyte is acceptable; the reported value is an estimate.
J1	Surrogate recovery limits have been exceeded; values are outside upper control limits.
J2	Surrogate recovery limits have been exceeded; values are outside lower control limits.
P	RPD between the primary and confirmatory analysis exceeded 40%.
Q	Sample was prepared and/or analyzed past holding time as defined in the method. Concentrations should be considered minimum values.
T8	Sample(s) received past/too close to holding time expiration.



ACCREDITATIONS & LOCATIONS

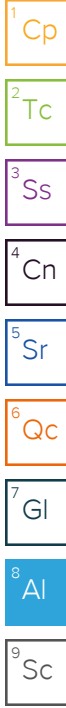
Pace Analytical National 12065 Lebanon Rd Mount Juliet, TN 37122

Alabama	40660	Nebraska	NE-OS-15-05
Alaska	17-026	Nevada	TN000032021-1
Arizona	AZ0612	New Hampshire	2975
Arkansas	88-0469	New Jersey–NELAP	TN002
California	2932	New Mexico ¹	TN00003
Colorado	TN00003	New York	11742
Connecticut	PH-0197	North Carolina	Env375
Florida	E87487	North Carolina ¹	DW21704
Georgia	NELAP	North Carolina ³	41
Georgia ¹	923	North Dakota	R-140
Idaho	TN00003	Ohio–VAP	CL0069
Illinois	200008	Oklahoma	9915
Indiana	C-TN-01	Oregon	TN200002
Iowa	364	Pennsylvania	68-02979
Kansas	E-10277	Rhode Island	LA000356
Kentucky ^{1,6}	KY90010	South Carolina	84004002
Kentucky ²	16	South Dakota	n/a
Louisiana	AI30792	Tennessee ^{1,4}	2006
Louisiana	LA018	Texas	T104704245-20-18
Maine	TN00003	Texas ⁵	LAB0152
Maryland	324	Utah	TN000032021-11
Massachusetts	M-TN003	Vermont	VT2006
Michigan	9958	Virginia	110033
Minnesota	047-999-395	Washington	C847
Mississippi	TN00003	West Virginia	233
Missouri	340	Wisconsin	998093910
Montana	CERT0086	Wyoming	A2LA
A2LA – ISO 17025	1461.01	AIHA-LAP,LLC EMLAP	100789
A2LA – ISO 17025 ⁵	1461.02	DOD	1461.01
Canada	1461.01	USDA	P330-15-00234
EPA–Crypto	TN00003		

¹ Drinking Water ² Underground Storage Tanks ³ Aquatic Toxicity ⁴ Chemical/Microbiological ⁵ Mold ⁶ Wastewater n/a Accreditation not applicable

* Not all certifications held by the laboratory are applicable to the results reported in the attached report.

* Accreditation is only applicable to the test methods specified on each scope of accreditation held by Pace Analytical.



F116

Agency, Authorized Purchaser or Agent: Oregon DEQ		Contract Laboratory Name: Pace National		Lab Selection Criteria:		Round Time:	
Send Lab Report To: Katie Daugherty Address: Department of Environmental Quality 700 NE Multnomah St, Suite 600 Portland, OR 97232		Lab Batch #:		<input type="checkbox"/> Proximity (if TAT < 48 hrs) <input type="checkbox"/> Prior work on same project <input checked="" type="checkbox"/> Cost (for anticipated analyses) <input type="checkbox"/> Other labs disqualified or unable to perform requested services <input type="checkbox"/> Emergency work		<input checked="" type="checkbox"/> 10 days (std.) <input type="checkbox"/> 5 days <input type="checkbox"/> 72 hours <input type="checkbox"/> 48 hours <input type="checkbox"/> 24 hours <input type="checkbox"/> Other	
E-mail: Katie.DAUGHERTY@deq.oregon.gov		Invoice To: ODEQ/Business Office Address: 700 NE Multnomah Street, Suite 600 Portland, OR. 97232		Tel. #: (800) 452-4011			

Project Name: Ione Gas Project #: 23006039		Sample Preservative							
		HCl	HCl						

Sample ID#	Collection Date/Time	Matrix	Number of Containers	Requested Analyses										Comments
				NWTPH-HCID	NWTPH-Gx	NWTPH-Dx W SGC	PAHs by EPA \$270C SIM	VOCs by EPA \$260B	BTEX by EPA \$260B	Lead by EPA 6020	Cd, Cr and Pb by EPA 6020	PCBs		
WO	5/16/23- 8:00 AM	S	3			X	X	X				X	X	L1621038
RGW	5/16/23- 3:24 PM	S		X	X	X	X	X			X			-01
RGE	5/16/23- 3:31 PM	S		X	X	X	X	X			X			-02
ROW	5/16/23- 1:20 PM	S		X	X	X	X	X			X			-03
RDE	5/16/23- 1:27 PM	S		X	X	X	X	X			X			-04
UDE	5/16/23- 4:45 PM	S		X	X	X	X	X			X			-05
DE	5/17/23- 9:20 AM	S		X	X	X	X	X			X			-06
DW	5/17/23- 8:30 AM	S		X	X	X	X	X			X			-07
P1	5/17/23- 9:02 AM	S		X	X	X	X	X			X			-08
P2	5/17/23- 10:42 AM	S		X	X	X	X	X			X			-09
TP1	5/17/23- 7:52 AM	S		X	X	X	X	X			X			-08
TP2	5/17/23- 4:30 PM	S		X	X	X	X	X			X			-09

Notes: Report Results to: MStevens@apexcos.com; Kelsi.Evans@apexcos.com; Steve.Misner@apexcos.com; Katie.DAUGHERTY@deq.oregon.gov
 If HCID positive for Gx, run NWTPH-Gx, VOCs and Pb. If HCID positive for Dx, run NWTPH-Dx, BTEX and PAHs.

Relinquished By: Ben Ech	Agency/Agent: Apex Companies	Received By: [Signature]	Agency: PACE
Signature: [Signature]	Time & Date:	Signature: [Signature]	Time & Date: 6/05 5/16/23
Relinquished By:	Agency/Agent:	Received By:	Agency/Agent:
Signature:	Time & Date:	Signature:	Time & Date:

Sample Receipt Checklist
 COC Seal Present/Intact: N IF Applicable
 COC Signed/Accurate: N VOA Zero HeadSpace: N
 Samples arrive intact: N Pres. Correct/Check: N
 Correct bottles used: N
 Sufficient volume sent: N
 RAD Screen <0.5 mR/hr: N
 20 to 2.0 6226 1089 9383

QUOTATION #102-1098-07 AND PRICE AGREEMENT # 8903. THE PRICE AGREEMENT INCLUDING CONTRACT CONDITIONS (T'S & C'S) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL SUPERSEDE ANY OTHER CONFLICTING T'S AND C'S, EXPRESS OR IMPLIED.

N
5/30/23

L1618553 OREGONDEQ re-log short hold

R0/R1

Please re-log for the analyses in red on the attached revised COC. R5 due 06/06.

Time estimate: oh

Time spent: oh

Members



Brian Ford

Comments

Andy Vann

Relogged to L1621038

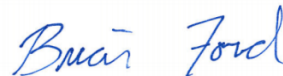
30 May 2023 13:12

Oregon Dept. of Env. Quality - ODEQ

Sample Delivery Group: L1620468
Samples Received: 05/23/2023
Project Number: 23006039
Description: lone Gas

Report To: Katie Daugherty

Entire Report Reviewed By:



Brian Ford
Project Manager

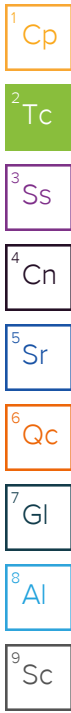
Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by Pace Analytical National is performed per guidance provided in laboratory standard operating procedures ENV-SOP-MTJL-0067 and ENV-SOP-MTJL-0068. Where sampling conducted by the customer, results relate to the accuracy of the information provided, and as the samples are received.

Pace Analytical National

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TABLE OF CONTENTS

Cp: Cover Page	1
Tc: Table of Contents	2
Ss: Sample Summary	3
Cn: Case Narrative	4
Sr: Sample Results	5
B-1-9FT L1620468-01	5
Qc: Quality Control Summary	8
Total Solids by Method 2540 G-2011	8
Metals (ICPMS) by Method 6020B	9
Volatile Organic Compounds (GC) by Method NWTPHGX	10
Volatile Organic Compounds (GC/MS) by Method 8260D	11
Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT	17
Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM	18
Gl: Glossary of Terms	20
Al: Accreditations & Locations	21
Sc: Sample Chain of Custody	22



SAMPLE SUMMARY

B-1-9FT L1620468-01 Solid

Collected by:
 Collected date/time: 05/19/23 11:25
 Received date/time: 05/23/23 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG2065580	1	05/24/23 17:58	05/24/23 18:34	JAV	Mt. Juliet, TN
Metals (ICPMS) by Method 6020B	WG2071593	5	06/05/23 16:39	06/05/23 20:13	LD	Mt. Juliet, TN
Volatile Organic Compounds (GC) by Method NWTPHGX	WG2069518	250	05/19/23 11:25	06/01/23 10:22	DWR	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260D	WG2068668	20	05/19/23 11:25	05/30/23 22:42	AV	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT	WG2068885	1	05/31/23 11:59	05/31/23 18:40	KAP	Mt. Juliet, TN
Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM	WG2068324	1	05/30/23 15:54	05/31/23 21:00	DSH	Mt. Juliet, TN

¹ Cp

² Tc

³ Ss

⁴ Cn

⁵ Sr

⁶ Qc

⁷ Gl

⁸ Al

⁹ Sc

CASE NARRATIVE

All sample aliquots were received at the correct temperature, in the proper containers, with the appropriate preservatives, and within method specified holding times, unless qualified or notated within the report. Where applicable, all MDL (LOD) and RDL (LOQ) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.



Brian Ford
Project Manager

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
Total Solids	76.0		1	05/24/2023 18:34	WG2065580

Metals (ICPMS) by Method 6020B

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
Lead	10.1		0.130	2.63	5	06/05/2023 20:13	WG2071593

Volatile Organic Compounds (GC) by Method NWTPHGX

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
Gasoline Range Organics-NWTPH	891		14.6	42.9	250	06/01/2023 10:22	WG2069518
(S) a, a, a-Trifluorotoluene(FID)	99.3			77.0-120		06/01/2023 10:22	WG2069518

Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
Acetone	U		1.25	1.72	20	05/30/2023 22:42	WG2068668
Acrylonitrile	U		0.124	0.429	20	05/30/2023 22:42	WG2068668
Benzene	0.0209	J	0.0160	0.0343	20	05/30/2023 22:42	WG2068668
Bromobenzene	U		0.0309	0.429	20	05/30/2023 22:42	WG2068668
Bromodichloromethane	U		0.0249	0.0858	20	05/30/2023 22:42	WG2068668
Bromoform	U		0.0402	0.858	20	05/30/2023 22:42	WG2068668
Bromomethane	U		0.0676	0.429	20	05/30/2023 22:42	WG2068668
n-Butylbenzene	U		0.180	0.429	20	05/30/2023 22:42	WG2068668
sec-Butylbenzene	0.252	J	0.0989	0.429	20	05/30/2023 22:42	WG2068668
tert-Butylbenzene	U		0.0669	0.172	20	05/30/2023 22:42	WG2068668
Carbon disulfide	U		0.0240	0.429	20	05/30/2023 22:42	WG2068668
Carbon tetrachloride	U		0.0309	0.172	20	05/30/2023 22:42	WG2068668
Chlorobenzene	U		0.00721	0.0858	20	05/30/2023 22:42	WG2068668
Chlorodibromomethane	U		0.0209	0.0858	20	05/30/2023 22:42	WG2068668
Chloroethane	U		0.0584	0.172	20	05/30/2023 22:42	WG2068668
Chloroform	U		0.0354	0.0858	20	05/30/2023 22:42	WG2068668
Chloromethane	U		0.149	0.429	20	05/30/2023 22:42	WG2068668
2-Chlorotoluene	U		0.0297	0.0858	20	05/30/2023 22:42	WG2068668
4-Chlorotoluene	U		0.0154	0.172	20	05/30/2023 22:42	WG2068668
1,2-Dibromo-3-Chloropropane	U		0.134	0.858	20	05/30/2023 22:42	WG2068668
1,2-Dibromoethane	U		0.0223	0.0858	20	05/30/2023 22:42	WG2068668
Dibromomethane	U		0.0257	0.172	20	05/30/2023 22:42	WG2068668
1,2-Dichlorobenzene	U		0.0146	0.172	20	05/30/2023 22:42	WG2068668
1,3-Dichlorobenzene	U		0.0206	0.172	20	05/30/2023 22:42	WG2068668
1,4-Dichlorobenzene	U		0.0240	0.172	20	05/30/2023 22:42	WG2068668
Dichlorodifluoromethane	U		0.0553	0.0858	20	05/30/2023 22:42	WG2068668
1,1-Dichloroethane	U		0.0169	0.0858	20	05/30/2023 22:42	WG2068668
1,2-Dichloroethane	U		0.0223	0.0858	20	05/30/2023 22:42	WG2068668
1,1-Dichloroethene	U		0.0208	0.0858	20	05/30/2023 22:42	WG2068668
cis-1,2-Dichloroethene	U		0.0252	0.0858	20	05/30/2023 22:42	WG2068668
trans-1,2-Dichloroethene	U		0.0357	0.172	20	05/30/2023 22:42	WG2068668
1,2-Dichloropropane	U		0.0487	0.172	20	05/30/2023 22:42	WG2068668
1,1-Dichloropropene	U		0.0278	0.0858	20	05/30/2023 22:42	WG2068668
1,3-Dichloropropane	U		0.0172	0.172	20	05/30/2023 22:42	WG2068668
cis-1,3-Dichloropropene	U		0.0259	0.0858	20	05/30/2023 22:42	WG2068668
trans-1,3-Dichloropropene	U		0.0391	0.172	20	05/30/2023 22:42	WG2068668
2,2-Dichloropropane	U		0.0474	0.0858	20	05/30/2023 22:42	WG2068668
Di-isopropyl ether	U		0.0141	0.0343	20	05/30/2023 22:42	WG2068668

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Volatile Organic Compounds (GC/MS) by Method 8260D

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Ethylbenzene	U		0.0252	0.0858	20	05/30/2023 22:42	WG2068668
Hexachloro-1,3-butadiene	U		0.206	0.858	20	05/30/2023 22:42	WG2068668
Isopropylbenzene	U		0.0146	0.0858	20	05/30/2023 22:42	WG2068668
p-Isopropyltoluene	U		0.0875	0.172	20	05/30/2023 22:42	WG2068668
2-Butanone (MEK)	U		2.18	3.43	20	05/30/2023 22:42	WG2068668
Methylene Chloride	U		0.228	0.858	20	05/30/2023 22:42	WG2068668
4-Methyl-2-pentanone (MIBK)	U		0.0783	0.858	20	05/30/2023 22:42	WG2068668
Methyl tert-butyl ether	U		0.0120	0.0343	20	05/30/2023 22:42	WG2068668
Naphthalene	U		0.168	0.429	20	05/30/2023 22:42	WG2068668
n-Propylbenzene	U		0.0326	0.172	20	05/30/2023 22:42	WG2068668
Styrene	U		0.00786	0.429	20	05/30/2023 22:42	WG2068668
1,1,1,2-Tetrachloroethane	U		0.0326	0.0858	20	05/30/2023 22:42	WG2068668
1,1,2,2-Tetrachloroethane	U		0.0239	0.0858	20	05/30/2023 22:42	WG2068668
1,1,2-Trichlorotrifluoroethane	U		0.0259	0.0858	20	05/30/2023 22:42	WG2068668
Tetrachloroethene	U		0.0307	0.0858	20	05/30/2023 22:42	WG2068668
Toluene	U		0.0446	0.172	20	05/30/2023 22:42	WG2068668
1,2,3-Trichlorobenzene	U		0.252	0.429	20	05/30/2023 22:42	WG2068668
1,2,4-Trichlorobenzene	U		0.151	0.429	20	05/30/2023 22:42	WG2068668
1,1,1-Trichloroethane	U		0.0318	0.0858	20	05/30/2023 22:42	WG2068668
1,1,2-Trichloroethane	U		0.0204	0.0858	20	05/30/2023 22:42	WG2068668
Trichloroethene	U		0.0201	0.0343	20	05/30/2023 22:42	WG2068668
Trichlorofluoromethane	U		0.0283	0.0858	20	05/30/2023 22:42	WG2068668
1,2,3-Trichloropropane	U		0.0556	0.429	20	05/30/2023 22:42	WG2068668
1,2,4-Trimethylbenzene	U		0.0542	0.172	20	05/30/2023 22:42	WG2068668
1,2,3-Trimethylbenzene	U		0.0542	0.172	20	05/30/2023 22:42	WG2068668
1,3,5-Trimethylbenzene	U		0.0687	0.172	20	05/30/2023 22:42	WG2068668
Vinyl chloride	U		0.0398	0.0858	20	05/30/2023 22:42	WG2068668
Xylenes, Total	U		0.0302	0.223	20	05/30/2023 22:42	WG2068668
(S) Toluene-d8	96.8			75.0-131		05/30/2023 22:42	WG2068668
(S) 4-Bromofluorobenzene	111			67.0-138		05/30/2023 22:42	WG2068668
(S) 1,2-Dichloroethane-d4	95.6			70.0-130		05/30/2023 22:42	WG2068668

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

Sample Narrative:

L1620468-01 WG2068668: Non-target compounds too high to run at a lower dilution.

Semi-Volatile Organic Compounds (GC) by Method NWTPHDX-SGT

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Diesel Range Organics (DRO)	4.84	J	1.75	5.26	1	05/31/2023 18:40	WG2068885
Residual Range Organics (RRO)	U		4.38	13.2	1	05/31/2023 18:40	WG2068885
(S) o-Terphenyl	64.1			18.0-148		05/31/2023 18:40	WG2068885

Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Anthracene	U		0.00303	0.00790	1	05/31/2023 21:00	WG2068324
Acenaphthene	0.00328	J	0.00275	0.00790	1	05/31/2023 21:00	WG2068324
Acenaphthylene	U		0.00284	0.00790	1	05/31/2023 21:00	WG2068324
Benzo(a)anthracene	U		0.00228	0.00790	1	05/31/2023 21:00	WG2068324
Benzo(a)pyrene	U		0.00236	0.00790	1	05/31/2023 21:00	WG2068324
Benzo(b)fluoranthene	U		0.00201	0.00790	1	05/31/2023 21:00	WG2068324
Benzo(g,h,i)perylene	U		0.00233	0.00790	1	05/31/2023 21:00	WG2068324
Benzo(k)fluoranthene	U		0.00283	0.00790	1	05/31/2023 21:00	WG2068324
Chrysene	U		0.00305	0.00790	1	05/31/2023 21:00	WG2068324
Dibenz(a,h)anthracene	U		0.00226	0.00790	1	05/31/2023 21:00	WG2068324

Semi Volatile Organic Compounds (GC/MS) by Method 8270E-SIM

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Fluoranthene	U		0.00299	0.00790	1	05/31/2023 21:00	WG2068324
Fluorene	0.00961		0.00270	0.00790	1	05/31/2023 21:00	WG2068324
Indeno(1,2,3-cd)pyrene	U		0.00238	0.00790	1	05/31/2023 21:00	WG2068324
Naphthalene	U		0.00537	0.0263	1	05/31/2023 21:00	WG2068324
Phenanthrene	U		0.00304	0.00790	1	05/31/2023 21:00	WG2068324
Pyrene	U		0.00263	0.00790	1	05/31/2023 21:00	WG2068324
1-Methylnaphthalene	U		0.00591	0.0263	1	05/31/2023 21:00	WG2068324
2-Methylnaphthalene	U		0.00562	0.0263	1	05/31/2023 21:00	WG2068324
2-Chloronaphthalene	U		0.00613	0.0263	1	05/31/2023 21:00	WG2068324
<i>(S)</i> <i>p</i> -Terphenyl- <i>d</i> 14	70.6			23.0-120		05/31/2023 21:00	WG2068324
<i>(S)</i> Nitrobenzene- <i>d</i> 5	44.1			14.0-149		05/31/2023 21:00	WG2068324
<i>(S)</i> 2-Fluorobiphenyl	59.1			34.0-125		05/31/2023 21:00	WG2068324

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

Method Blank (MB)

(MB) R3929171-1 05/24/23 18:34

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	%		%	%
Total Solids	0.000			

1 Cp

2 Tc

3 Ss

L1619262-06 Original Sample (OS) • Duplicate (DUP)

(OS) L1619262-06 05/24/23 18:34 • (DUP) R3929171-3 05/24/23 18:34

Analyte	Original Result	DUP Result	Dilution	DUP RPD	DUP Qualifier	DUP RPD Limits
	%	%		%		%
Total Solids	83.6	83.5	1	0.0792		10

4 Cn

5 Sr

Laboratory Control Sample (LCS)

(LCS) R3929171-2 05/24/23 18:34

Analyte	Spike Amount	LCS Result	LCS Rec.	Rec. Limits	LCS Qualifier
	%	%	%	%	
Total Solids	50.0	50.0	100	85.0-115	

6 Qc

7 Gl

8 Al

9 Sc

Method Blank (MB)

(MB) R3933045-1 06/05/23 19:33

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Lead	U		0.0990	2.00

¹Cp

²Tc

³Ss

Laboratory Control Sample (LCS)

(LCS) R3933045-2 06/05/23 19:36

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Lead	100	95.2	95.2	80.0-120	

⁴Cn

⁵Sr

L1618383-03 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1618383-03 06/05/23 19:39 • (MS) R3933045-5 06/05/23 19:49 • (MSD) R3933045-6 06/05/23 19:52

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Lead	100	8.76	119	105	110	96.6	5	75.0-125			11.8	20

⁶Qc

⁷Gl

⁸Al

⁹Sc

Method Blank (MB)

(MB) R3932081-3 06/01/23 01:23

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Gasoline Range Organics-NWTPH	U		0.848	2.50
(S) a,a,a-Trifluorotoluene(FID)	99.8			77.0-120

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3932081-1 06/01/23 00:09 • (LCSD) R3932081-2 06/01/23 00:33

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCSD Result mg/kg	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Gasoline Range Organics-NWTPH	5.50	5.66	5.63	103	102	71.0-124			0.531	20
(S) a,a,a-Trifluorotoluene(FID)				103	103	77.0-120				

L1620126-01 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1620126-01 06/01/23 03:01 • (MS) R3932081-4 06/01/23 10:47 • (MSD) R3932081-5 06/01/23 11:11

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Gasoline Range Organics-NWTPH	134	1.40	144	140	106	103	25	50.0-150			2.82	27
(S) a,a,a-Trifluorotoluene(FID)					109	104		77.0-120				

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Method Blank (MB)

(MB) R3931714-2 05/30/23 15:19

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Acetone	U		0.0365	0.0500
Acrylonitrile	U		0.00361	0.0125
Benzene	U		0.000467	0.00100
Bromobenzene	U		0.000900	0.0125
Bromodichloromethane	U		0.000725	0.00250
Bromoform	U		0.00117	0.0250
Bromomethane	U		0.00197	0.0125
n-Butylbenzene	U		0.00525	0.0125
sec-Butylbenzene	U		0.00288	0.0125
tert-Butylbenzene	U		0.00195	0.00500
Carbon disulfide	U		0.000700	0.0125
Carbon tetrachloride	U		0.000898	0.00500
Chlorobenzene	U		0.000210	0.00250
Chlorodibromomethane	U		0.000612	0.00250
Chloroethane	U		0.00170	0.00500
Chloroform	U		0.00103	0.00250
Chloromethane	U		0.00435	0.0125
2-Chlorotoluene	U		0.000865	0.00250
4-Chlorotoluene	U		0.000450	0.00500
1,2-Dibromo-3-Chloropropane	U		0.00390	0.0250
1,2-Dibromoethane	U		0.000648	0.00250
Dibromomethane	U		0.000750	0.00500
1,2-Dichlorobenzene	U		0.000425	0.00500
1,3-Dichlorobenzene	U		0.000600	0.00500
1,4-Dichlorobenzene	U		0.000700	0.00500
Dichlorodifluoromethane	U		0.00161	0.00250
1,1-Dichloroethane	U		0.000491	0.00250
1,2-Dichloroethane	U		0.000649	0.00250
1,1-Dichloroethene	U		0.000606	0.00250
cis-1,2-Dichloroethene	U		0.000734	0.00250
trans-1,2-Dichloroethene	U		0.00104	0.00500
1,2-Dichloropropane	U		0.00142	0.00500
1,1-Dichloropropene	U		0.000809	0.00250
1,3-Dichloropropane	U		0.000501	0.00500
cis-1,3-Dichloropropene	U		0.000757	0.00250
trans-1,3-Dichloropropene	U		0.00114	0.00500
2,2-Dichloropropane	U		0.00138	0.00250
Di-isopropyl ether	U		0.000410	0.00100
Ethylbenzene	U		0.000737	0.00250
Hexachloro-1,3-butadiene	U		0.00600	0.0250

¹Cp

²Tc

³Ss

⁴Cn

⁵Sr

⁶Qc

⁷Gl

⁸Al

⁹Sc

Method Blank (MB)

(MB) R3931714-2 05/30/23 15:19

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Isopropylbenzene	U		0.000425	0.00250
p-Isopropyltoluene	U		0.00255	0.00500
2-Butanone (MEK)	U		0.0635	0.100
Methylene Chloride	U		0.00664	0.0250
4-Methyl-2-pentanone (MIBK)	U		0.00228	0.0250
Methyl tert-butyl ether	U		0.000350	0.00100
Naphthalene	U		0.00488	0.0125
n-Propylbenzene	U		0.000950	0.00500
Styrene	0.00510	U	0.000229	0.0125
1,1,1,2-Tetrachloroethane	U		0.000948	0.00250
1,1,2,2-Tetrachloroethane	U		0.000695	0.00250
1,1,2-Trichlorotrifluoroethane	U		0.000754	0.00250
Tetrachloroethene	U		0.000896	0.00250
Toluene	U		0.00130	0.00500
1,2,3-Trichlorobenzene	U		0.00733	0.0125
1,2,4-Trichlorobenzene	U		0.00440	0.0125
1,1,1-Trichloroethane	U		0.000923	0.00250
1,1,2-Trichloroethane	U		0.000597	0.00250
Trichloroethene	U		0.000584	0.00100
Trichlorofluoromethane	U		0.000827	0.00250
1,2,3-Trichloropropane	U		0.00162	0.0125
1,2,4-Trimethylbenzene	U		0.00158	0.00500
1,2,3-Trimethylbenzene	U		0.00158	0.00500
1,3,5-Trimethylbenzene	U		0.00200	0.00500
Vinyl chloride	U		0.00116	0.00250
Xylenes, Total	U		0.000880	0.00650
<i>(S) Toluene-d8</i>	102			75.0-131
<i>(S) 4-Bromofluorobenzene</i>	96.4			67.0-138
<i>(S) 1,2-Dichloroethane-d4</i>	81.8			70.0-130

¹Cp

²Tc

³Ss

⁴Cn

⁵Sr

⁶Qc

⁷Gl

⁸Al

⁹Sc

Laboratory Control Sample (LCS)

(LCS) R3931714-1 05/30/23 14:00

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Acetone	0.625	0.536	85.8	10.0-160	
Acrylonitrile	0.625	0.605	96.8	45.0-153	
Benzene	0.125	0.121	96.8	70.0-123	
Bromobenzene	0.125	0.127	102	73.0-121	

Laboratory Control Sample (LCS)

(LCS) R3931714-1 05/30/23 14:00

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	<u>LCS Qualifier</u>
Bromodichloromethane	0.125	0.126	101	73.0-121	
Bromoform	0.125	0.123	98.4	64.0-132	
Bromomethane	0.125	0.120	96.0	56.0-147	
n-Butylbenzene	0.125	0.129	103	68.0-135	
sec-Butylbenzene	0.125	0.112	89.6	74.0-130	
tert-Butylbenzene	0.125	0.112	89.6	75.0-127	
Carbon disulfide	0.125	0.142	114	56.0-133	
Carbon tetrachloride	0.125	0.135	108	66.0-128	
Chlorobenzene	0.125	0.139	111	76.0-128	
Chlorodibromomethane	0.125	0.130	104	74.0-127	
Chloroethane	0.125	0.126	101	61.0-134	
Chloroform	0.125	0.118	94.4	72.0-123	
Chloromethane	0.125	0.120	96.0	51.0-138	
2-Chlorotoluene	0.125	0.129	103	75.0-124	
4-Chlorotoluene	0.125	0.129	103	75.0-124	
1,2-Dibromo-3-Chloropropane	0.125	0.122	97.6	59.0-130	
1,2-Dibromoethane	0.125	0.135	108	74.0-128	
Dibromomethane	0.125	0.131	105	75.0-122	
1,2-Dichlorobenzene	0.125	0.139	111	76.0-124	
1,3-Dichlorobenzene	0.125	0.133	106	76.0-125	
1,4-Dichlorobenzene	0.125	0.128	102	77.0-121	
Dichlorodifluoromethane	0.125	0.128	102	43.0-156	
1,1-Dichloroethane	0.125	0.123	98.4	70.0-127	
1,2-Dichloroethane	0.125	0.116	92.8	65.0-131	
1,1-Dichloroethene	0.125	0.146	117	65.0-131	
cis-1,2-Dichloroethene	0.125	0.131	105	73.0-125	
trans-1,2-Dichloroethene	0.125	0.129	103	71.0-125	
1,2-Dichloropropane	0.125	0.120	96.0	74.0-125	
1,1-Dichloropropene	0.125	0.139	111	73.0-125	
1,3-Dichloropropane	0.125	0.132	106	80.0-125	
cis-1,3-Dichloropropene	0.125	0.106	84.8	76.0-127	
trans-1,3-Dichloropropene	0.125	0.134	107	73.0-127	
2,2-Dichloropropane	0.125	0.121	96.8	59.0-135	
Di-isopropyl ether	0.125	0.131	105	60.0-136	
Ethylbenzene	0.125	0.137	110	74.0-126	
Hexachloro-1,3-butadiene	0.125	0.148	118	57.0-150	
Isopropylbenzene	0.125	0.119	95.2	72.0-127	
p-Isopropyltoluene	0.125	0.116	92.8	72.0-133	
2-Butanone (MEK)	0.625	0.573	91.7	30.0-160	
Methylene Chloride	0.125	0.122	97.6	68.0-123	

¹ Cp

² Tc

³ Ss

⁴ Cn

⁵ Sr

⁶ Qc

⁷ Gl

⁸ Al

⁹ Sc

Laboratory Control Sample (LCS)

(LCS) R3931714-1 05/30/23 14:00

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	<u>LCS Qualifier</u>
4-Methyl-2-pentanone (MIBK)	0.625	0.656	105	56.0-143	
Methyl tert-butyl ether	0.125	0.123	98.4	66.0-132	
Naphthalene	0.125	0.129	103	59.0-130	
n-Propylbenzene	0.125	0.135	108	74.0-126	
Styrene	0.125	0.110	88.0	72.0-127	
1,1,1,2-Tetrachloroethane	0.125	0.130	104	74.0-129	
1,1,2,2-Tetrachloroethane	0.125	0.126	101	68.0-128	
1,1,2-Trichlorotrifluoroethane	0.125	0.133	106	61.0-139	
Tetrachloroethene	0.125	0.122	97.6	70.0-136	
Toluene	0.125	0.129	103	75.0-121	
1,2,3-Trichlorobenzene	0.125	0.134	107	59.0-139	
1,2,4-Trichlorobenzene	0.125	0.133	106	62.0-137	
1,1,1-Trichloroethane	0.125	0.128	102	69.0-126	
1,1,2-Trichloroethane	0.125	0.142	114	78.0-123	
Trichloroethene	0.125	0.114	91.2	76.0-126	
Trichlorofluoromethane	0.125	0.128	102	61.0-142	
1,2,3-Trichloropropane	0.125	0.121	96.8	67.0-129	
1,2,4-Trimethylbenzene	0.125	0.117	93.6	70.0-126	
1,2,3-Trimethylbenzene	0.125	0.131	105	74.0-124	
1,3,5-Trimethylbenzene	0.125	0.128	102	73.0-127	
Vinyl chloride	0.125	0.133	106	63.0-134	
Xylenes, Total	0.375	0.390	104	72.0-127	
(S) Toluene-d8			95.7	75.0-131	
(S) 4-Bromofluorobenzene			101	67.0-138	
(S) 1,2-Dichloroethane-d4			89.5	70.0-130	

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

L1620648-10 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1620648-10 05/30/23 21:43 • (MS) R3931714-3 05/30/23 23:02 • (MSD) R3931714-4 05/30/23 23:22

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	<u>MS Qualifier</u>	<u>MSD Qualifier</u>	RPD %	RPD Limits %
Acetone	0.764	U	0.145	0.153	19.0	20.0	1	10.0-160			5.13	40
Acrylonitrile	0.764	U	0.608	0.761	79.6	99.6	1	10.0-160			22.3	40
Benzene	0.153	U	0.171	0.180	112	118	1	10.0-149			5.22	37
Bromobenzene	0.153	U	0.189	0.205	124	134	1	10.0-156			7.75	38
Bromodichloromethane	0.153	U	0.176	0.185	115	121	1	10.0-143			5.08	37
Bromoform	0.153	U	0.152	0.166	99.8	109	1	10.0-146			8.81	36
Bromomethane	0.153	U	0.0997	0.113	65.3	73.9	1	10.0-149			12.4	38
n-Butylbenzene	0.153	U	0.195	0.206	128	135	1	10.0-160			5.32	40

L1620648-10 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1620648-10 05/30/23 21:43 • (MS) R3931714-3 05/30/23 23:02 • (MSD) R3931714-4 05/30/23 23:22

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
sec-Butylbenzene	0.153	U	0.177	0.197	116	129	1	10.0-159			10.6	39
tert-Butylbenzene	0.153	U	0.179	0.194	117	127	1	10.0-156			8.20	39
Carbon disulfide	0.153	0.00287	0.157	0.176	101	113	1	10.0-145			11.0	39
Carbon tetrachloride	0.153	U	0.177	0.192	116	126	1	10.0-145			8.26	37
Chlorobenzene	0.153	U	0.188	0.203	123	133	1	10.0-152			7.81	39
Chlorodibromomethane	0.153	U	0.180	0.195	118	128	1	10.0-146			8.13	37
Chloroethane	0.153	U	0.0828	0.0919	54.2	60.2	1	10.0-146			10.5	40
Chloroform	0.153	U	0.159	0.170	104	111	1	10.0-146			6.51	37
Chloromethane	0.153	U	0.127	0.143	83.2	93.4	1	10.0-159			11.6	37
2-Chlorotoluene	0.153	U	0.199	0.215	130	141	1	10.0-159			8.12	38
4-Chlorotoluene	0.153	U	0.209	0.229	137	150	1	10.0-155			9.06	39
1,2-Dibromo-3-Chloropropane	0.153	U	0.141	0.152	92.3	99.8	1	10.0-151			7.81	39
1,2-Dibromoethane	0.153	U	0.183	0.192	120	126	1	10.0-148			4.88	34
Dibromomethane	0.153	U	0.162	0.173	106	113	1	10.0-147			6.39	35
1,2-Dichlorobenzene	0.153	U	0.192	0.212	126	139	1	10.0-155			9.81	37
1,3-Dichlorobenzene	0.153	U	0.186	0.205	122	134	1	10.0-153			9.38	38
1,4-Dichlorobenzene	0.153	U	0.185	0.203	121	133	1	10.0-151			9.45	38
Dichlorodifluoromethane	0.153	U	0.137	0.151	89.7	98.6	1	10.0-160			9.45	35
1,1-Dichloroethane	0.153	U	0.166	0.179	109	117	1	10.0-147			7.08	37
1,2-Dichloroethane	0.153	U	0.160	0.162	105	106	1	10.0-148			0.948	35
1,1-Dichloroethene	0.153	U	0.185	0.199	121	130	1	10.0-155			7.17	37
cis-1,2-Dichloroethene	0.153	U	0.173	0.179	113	117	1	10.0-149			3.48	37
trans-1,2-Dichloroethene	0.153	U	0.168	0.185	110	121	1	10.0-150			9.52	37
1,2-Dichloropropane	0.153	U	0.183	0.182	120	119	1	10.0-148			0.837	37
1,1-Dichloropropene	0.153	U	0.195	0.205	128	134	1	10.0-153			4.58	35
1,3-Dichloropropane	0.153	U	0.195	0.205	128	134	1	10.0-154			4.58	35
cis-1,3-Dichloropropene	0.153	U	0.166	0.166	109	109	1	10.0-151			0.000	37
trans-1,3-Dichloropropene	0.153	U	0.203	0.206	133	135	1	10.0-148			1.49	37
2,2-Dichloropropane	0.153	U	0.132	0.150	86.5	98.0	1	10.0-138			12.5	36
Di-isopropyl ether	0.153	U	0.177	0.194	116	127	1	10.0-147			9.05	36
Ethylbenzene	0.153	U	0.191	0.209	125	137	1	10.0-160			9.16	38
Hexachloro-1,3-butadiene	0.153	U	0.197	0.232	129	152	1	10.0-160			16.4	40
Isopropylbenzene	0.153	U	0.163	0.180	107	118	1	10.0-155			9.78	38
p-Isopropyltoluene	0.153	U	0.171	0.189	112	124	1	10.0-160			10.2	40
2-Butanone (MEK)	0.764	U	0.588	0.790	77.0	103	1	10.0-160			29.3	40
Methylene Chloride	0.153	U	0.159	0.160	104	105	1	10.0-141			0.957	37
4-Methyl-2-pentanone (MIBK)	0.764	U	0.852	0.895	112	117	1	10.0-160			4.90	35
Methyl tert-butyl ether	0.153	U	0.165	0.149	108	97.8	1	11.0-147			9.91	35
Naphthalene	0.153	U	0.166	0.188	109	123	1	10.0-160			12.1	36

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

L1620648-10 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1620648-10 05/30/23 21:43 • (MS) R3931714-3 05/30/23 23:02 • (MSD) R3931714-4 05/30/23 23:22

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
n-Propylbenzene	0.153	U	0.206	0.226	135	148	1	10.0-158			9.19	38
Styrene	0.153	U	0.156	0.168	102	110	1	10.0-160			7.55	40
1,1,1,2-Tetrachloroethane	0.153	U	0.173	0.191	113	125	1	10.0-149			10.1	39
1,1,2,2-Tetrachloroethane	0.153	U	0.176	0.191	115	125	1	10.0-160			8.33	35
1,1,2-Trichlorotrifluoroethane	0.153	U	0.163	0.179	107	117	1	10.0-160			8.93	36
Tetrachloroethene	0.153	U	0.174	0.197	114	129	1	10.0-156			12.3	39
Toluene	0.153	U	0.183	0.202	120	132	1	10.0-156			9.52	38
1,2,3-Trichlorobenzene	0.153	U	0.180	0.209	118	137	1	10.0-160			14.9	40
1,2,4-Trichlorobenzene	0.153	U	0.186	0.206	122	135	1	10.0-160			10.1	40
1,1,1-Trichloroethane	0.153	U	0.183	0.200	120	131	1	10.0-144			8.76	35
1,1,2-Trichloroethane	0.153	U	0.197	0.202	129	132	1	10.0-160			2.30	35
Trichloroethene	0.153	U	0.157	0.168	103	110	1	10.0-156			6.57	38
Trichlorofluoromethane	0.153	U	0.0939	0.111	61.5	73.0	1	10.0-160			17.1	40
1,2,3-Trichloropropane	0.153	U	0.182	0.179	119	117	1	10.0-156			1.69	35
1,2,4-Trimethylbenzene	0.153	U	0.171	0.191	112	125	1	10.0-160			11.0	36
1,2,3-Trimethylbenzene	0.153	U	0.191	0.206	125	135	1	10.0-160			7.69	36
1,3,5-Trimethylbenzene	0.153	U	0.200	0.215	131	141	1	10.0-160			7.35	38
Vinyl chloride	0.153	U	0.130	0.138	85.0	90.2	1	10.0-160			5.94	37
Xylenes, Total	0.458	U	0.541	0.602	118	131	1	10.0-160			10.7	38
<i>(S) Toluene-d8</i>					97.2	99.2		75.0-131				
<i>(S) 4-Bromofluorobenzene</i>					97.4	99.6		67.0-138				
<i>(S) 1,2-Dichloroethane-d4</i>					89.1	90.5		70.0-130				

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Method Blank (MB)

(MB) R3931302-1 05/31/23 15:45

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Diesel Range Organics (DRO)	U		1.33	4.00
Residual Range Organics (RRO)	U		3.33	10.0
<i>(S) o-Terphenyl</i>	72.8			18.0-148

Laboratory Control Sample (LCS)

(LCS) R3931302-2 05/31/23 15:58

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Diesel Range Organics (DRO)	50.0	35.7	71.4	50.0-150	
<i>(S) o-Terphenyl</i>			78.1	18.0-148	

L1617845-03 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1617845-03 05/31/23 16:11 • (MS) R3931302-3 05/31/23 16:25 • (MSD) R3931302-4 05/31/23 16:38

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Diesel Range Organics (DRO)	64.6	U	46.0	43.8	71.2	68.5	1	50.0-150			4.92	20
<i>(S) o-Terphenyl</i>					72.5	72.3		18.0-148				

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Method Blank (MB)

(MB) R3931842-2 05/31/23 09:09

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Anthracene	U		0.00230	0.00600
Acenaphthene	U		0.00209	0.00600
Acenaphthylene	U		0.00216	0.00600
Benzo(a)anthracene	U		0.00173	0.00600
Benzo(a)pyrene	U		0.00179	0.00600
Benzo(b)fluoranthene	U		0.00153	0.00600
Benzo(g,h,i)perylene	U		0.00177	0.00600
Benzo(k)fluoranthene	U		0.00215	0.00600
Chrysene	U		0.00232	0.00600
Dibenz(a,h)anthracene	U		0.00172	0.00600
Fluoranthene	U		0.00227	0.00600
Fluorene	U		0.00205	0.00600
Indeno(1,2,3-cd)pyrene	U		0.00181	0.00600
Naphthalene	U		0.00408	0.0200
Phenanthrene	U		0.00231	0.00600
Pyrene	U		0.00200	0.00600
1-Methylnaphthalene	U		0.00449	0.0200
2-Methylnaphthalene	U		0.00427	0.0200
2-Chloronaphthalene	U		0.00466	0.0200
(S) p-Terphenyl-d14	86.8			23.0-120
(S) Nitrobenzene-d5	63.8			14.0-149
(S) 2-Fluorobiphenyl	61.9			34.0-125

¹ Cp

² Tc

³ Ss

⁴ Cn

⁵ Sr

⁶ Qc

⁷ Gl

⁸ Al

⁹ Sc

Laboratory Control Sample (LCS)

(LCS) R3931842-1 05/31/23 08:49

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Anthracene	0.0800	0.0529	66.1	50.0-126	
Acenaphthene	0.0800	0.0562	70.3	50.0-120	
Acenaphthylene	0.0800	0.0531	66.4	50.0-120	
Benzo(a)anthracene	0.0800	0.0509	63.6	45.0-120	
Benzo(a)pyrene	0.0800	0.0537	67.1	42.0-120	
Benzo(b)fluoranthene	0.0800	0.0602	75.3	42.0-121	
Benzo(g,h,i)perylene	0.0800	0.0606	75.8	45.0-125	
Benzo(k)fluoranthene	0.0800	0.0586	73.3	49.0-125	
Chrysene	0.0800	0.0582	72.8	49.0-122	
Dibenz(a,h)anthracene	0.0800	0.0579	72.4	47.0-125	
Fluoranthene	0.0800	0.0579	72.4	49.0-129	

Laboratory Control Sample (LCS)

(LCS) R3931842-1 05/31/23 08:49

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Fluorene	0.0800	0.0533	66.6	49.0-120	
Indeno(1,2,3-cd)pyrene	0.0800	0.0579	72.4	46.0-125	
Naphthalene	0.0800	0.0588	73.5	50.0-120	
Phenanthrene	0.0800	0.0554	69.3	47.0-120	
Pyrene	0.0800	0.0658	82.3	43.0-123	
1-Methylnaphthalene	0.0800	0.0618	77.3	51.0-121	
2-Methylnaphthalene	0.0800	0.0578	72.3	50.0-120	
2-Chloronaphthalene	0.0800	0.0480	60.0	50.0-120	
(S) p-Terphenyl-d14			86.8	23.0-120	
(S) Nitrobenzene-d5			60.9	14.0-149	
(S) 2-Fluorobiphenyl			55.3	34.0-125	

L1619786-09 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1619786-09 05/31/23 23:37 • (MS) R3932245-1 05/31/23 23:56 • (MSD) R3932245-2 06/01/23 00:16

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Anthracene	0.0902	0.271	0.242	0.650	0.000	427	1	10.0-145	J6	J3 J5	91.6	30
Acenaphthene	0.0902	0.120	0.0904	0.114	0.000	0.000	1	14.0-127	J6	J6	22.9	27
Acenaphthylene	0.0902	0.0540	0.235	0.740	200	773	1	21.0-124	J5	J3 J5	104	25
Benzo(a)anthracene	0.0902	0.619	0.977	3.33	397	3050	1	10.0-139	V	J3 V	109	30
Benzo(a)pyrene	0.0902	0.512	0.797	2.38	315	2110	1	10.0-141	V	J3 V	99.7	31
Benzo(b)fluoranthene	0.0902	0.597	0.980	2.88	426	2570	1	10.0-140	V	J3 V	98.4	36
Benzo(g,h,i)perylene	0.0902	0.266	0.449	1.19	203	1040	1	10.0-140	J5	J3 J5	90.6	33
Benzo(k)fluoranthene	0.0902	0.217	0.368	1.12	167	1020	1	10.0-137	J5	J3 J5	101	31
Chrysene	0.0902	0.456	0.767	2.88	345	2730	1	10.0-145	V	J3 V	116	30
Dibenz(a,h)anthracene	0.0902	0.0762	0.166	0.410	100	376	1	10.0-132		J3 J5	84.6	31
Fluoranthene	0.0902	1.19	1.66	5.32	526	4650	1	10.0-153	V	E J3 V	105	33
Fluorene	0.0902	0.153	0.123	0.209	0.000	63.8	1	11.0-130	J6	J3	52.3	29
Indeno(1,2,3-cd)pyrene	0.0902	0.334	0.545	1.55	233	1370	1	10.0-137	J5	J3 J5	96.0	32
Naphthalene	0.0902	0.217	0.320	0.347	114	146	1	10.0-135		J5	7.97	27
Phenanthrene	0.0902	0.919	0.741	1.46	0.000	605	1	10.0-144	V	J3 V	65.1	31
Pyrene	0.0902	0.893	1.34	4.21	497	3730	1	10.0-148	V	J3 V	103	35
1-Methylnaphthalene	0.0902	0.121	0.312	0.334	212	240	1	10.0-142	J5	J5	6.80	28
2-Methylnaphthalene	0.0902	0.164	0.398	0.421	259	289	1	10.0-137	J5	J5	5.65	28
2-Chloronaphthalene	0.0902	U	0.0661	0.0702	73.3	79.0	1	29.0-120			5.94	24
(S) p-Terphenyl-d14					81.7	91.3		23.0-120				
(S) Nitrobenzene-d5					56.6	65.2		14.0-149				
(S) 2-Fluorobiphenyl					62.7	75.4		34.0-125				

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

GLOSSARY OF TERMS

Guide to Reading and Understanding Your Laboratory Report

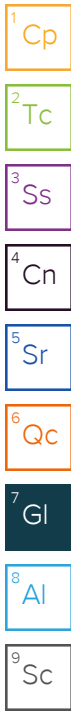
The information below is designed to better explain the various terms used in your report of analytical results from the Laboratory. This is not intended as a comprehensive explanation, and if you have additional questions please contact your project representative.

Results Disclaimer - Information that may be provided by the customer, and contained within this report, include Permit Limits, Project Name, Sample ID, Sample Matrix, Sample Preservation, Field Blanks, Field Spikes, Field Duplicates, On-Site Data, Sampling Collection Dates/Times, and Sampling Location. Results relate to the accuracy of this information provided, and as the samples are received.

Abbreviations and Definitions

(dry)	Results are reported based on the dry weight of the sample. [this will only be present on a dry report basis for soils].
MDL	Method Detection Limit.
MDL (dry)	Method Detection Limit.
RDL	Reported Detection Limit.
RDL (dry)	Reported Detection Limit.
Rec.	Recovery.
RPD	Relative Percent Difference.
SDG	Sample Delivery Group.
(S)	Surrogate (Surrogate Standard) - Analytes added to every blank, sample, Laboratory Control Sample/Duplicate and Matrix Spike/Duplicate; used to evaluate analytical efficiency by measuring recovery. Surrogates are not expected to be detected in all environmental media.
U	Not detected at the Reporting Limit (or MDL where applicable).
Analyte	The name of the particular compound or analysis performed. Some Analyses and Methods will have multiple analytes reported.
Dilution	If the sample matrix contains an interfering material, the sample preparation volume or weight values differ from the standard, or if concentrations of analytes in the sample are higher than the highest limit of concentration that the laboratory can accurately report, the sample may be diluted for analysis. If a value different than 1 is used in this field, the result reported has already been corrected for this factor.
Limits	These are the target % recovery ranges or % difference value that the laboratory has historically determined as normal for the method and analyte being reported. Successful QC Sample analysis will target all analytes recovered or duplicated within these ranges.
Original Sample	The non-spiked sample in the prep batch used to determine the Relative Percent Difference (RPD) from a quality control sample. The Original Sample may not be included within the reported SDG.
Qualifier	This column provides a letter and/or number designation that corresponds to additional information concerning the result reported. If a Qualifier is present, a definition per Qualifier is provided within the Glossary and Definitions page and potentially a discussion of possible implications of the Qualifier in the Case Narrative if applicable.
Result	The actual analytical final result (corrected for any sample specific characteristics) reported for your sample. If there was no measurable result returned for a specific analyte, the result in this column may state "ND" (Not Detected) or "BDL" (Below Detectable Levels). The information in the results column should always be accompanied by either an MDL (Method Detection Limit) or RDL (Reporting Detection Limit) that defines the lowest value that the laboratory could detect or report for this analyte.
Uncertainty (Radiochemistry)	Confidence level of 2 sigma.
Case Narrative (Cn)	A brief discussion about the included sample results, including a discussion of any non-conformances to protocol observed either at sample receipt by the laboratory from the field or during the analytical process. If present, there will be a section in the Case Narrative to discuss the meaning of any data qualifiers used in the report.
Quality Control Summary (Qc)	This section of the report includes the results of the laboratory quality control analyses required by procedure or analytical methods to assist in evaluating the validity of the results reported for your samples. These analyses are not being performed on your samples typically, but on laboratory generated material.
Sample Chain of Custody (Sc)	This is the document created in the field when your samples were initially collected. This is used to verify the time and date of collection, the person collecting the samples, and the analyses that the laboratory is requested to perform. This chain of custody also documents all persons (excluding commercial shippers) that have had control or possession of the samples from the time of collection until delivery to the laboratory for analysis.
Sample Results (Sr)	This section of your report will provide the results of all testing performed on your samples. These results are provided by sample ID and are separated by the analyses performed on each sample. The header line of each analysis section for each sample will provide the name and method number for the analysis reported.
Sample Summary (Ss)	This section of the Analytical Report defines the specific analyses performed for each sample ID, including the dates and times of preparation and/or analysis.

Qualifier	Description
E	The analyte concentration exceeds the upper limit of the calibration range of the instrument established by the initial calibration (ICAL).
J	The identification of the analyte is acceptable; the reported value is an estimate.
J3	The associated batch QC was outside the established quality control range for precision.
J5	The sample matrix interfered with the ability to make any accurate determination; spike value is high.
J6	The sample matrix interfered with the ability to make any accurate determination; spike value is low.
V	The sample concentration is too high to evaluate accurate spike recoveries.



ACCREDITATIONS & LOCATIONS

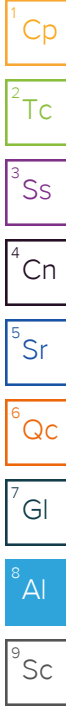
Pace Analytical National 12065 Lebanon Rd Mount Juliet, TN 37122

Alabama	40660	Nebraska	NE-OS-15-05
Alaska	17-026	Nevada	TN000032021-1
Arizona	AZ0612	New Hampshire	2975
Arkansas	88-0469	New Jersey–NELAP	TN002
California	2932	New Mexico ¹	TN00003
Colorado	TN00003	New York	11742
Connecticut	PH-0197	North Carolina	Env375
Florida	E87487	North Carolina ¹	DW21704
Georgia	NELAP	North Carolina ³	41
Georgia ¹	923	North Dakota	R-140
Idaho	TN00003	Ohio–VAP	CL0069
Illinois	200008	Oklahoma	9915
Indiana	C-TN-01	Oregon	TN200002
Iowa	364	Pennsylvania	68-02979
Kansas	E-10277	Rhode Island	LA000356
Kentucky ^{1,6}	KY90010	South Carolina	84004002
Kentucky ²	16	South Dakota	n/a
Louisiana	AI30792	Tennessee ^{1,4}	2006
Louisiana	LA018	Texas	T104704245-20-18
Maine	TN00003	Texas ⁵	LAB0152
Maryland	324	Utah	TN000032021-11
Massachusetts	M-TN003	Vermont	VT2006
Michigan	9958	Virginia	110033
Minnesota	047-999-395	Washington	C847
Mississippi	TN00003	West Virginia	233
Missouri	340	Wisconsin	998093910
Montana	CERT0086	Wyoming	A2LA
A2LA – ISO 17025	1461.01	AIHA-LAP,LLC EMLAP	100789
A2LA – ISO 17025 ⁵	1461.02	DOD	1461.01
Canada	1461.01	USDA	P330-15-00234
EPA–Crypto	TN00003		

¹ Drinking Water ² Underground Storage Tanks ³ Aquatic Toxicity ⁴ Chemical/Microbiological ⁵ Mold ⁶ Wastewater n/a Accreditation not applicable

* Not all certifications held by the laboratory are applicable to the results reported in the attached report.

* Accreditation is only applicable to the test methods specified on each scope of accreditation held by Pace Analytical.



Agency, Authorized Purchaser or Agent: Oregon DEQ	Contract Laboratory Name: Pace National	Lab Selection Criteria: <input type="checkbox"/> Proximity (if TAT < 48 hrs) <input type="checkbox"/> Prior work on same project <input checked="" type="checkbox"/> Cost (for anticipated analyses) <input type="checkbox"/> Other labs disqualified or unable to perform requested services <input type="checkbox"/> Emergency work	Turn Around Time: <input checked="" type="checkbox"/> 10 days (std.) <input type="checkbox"/> 5 days <input type="checkbox"/> 72 hours <input type="checkbox"/> 48 hours <input type="checkbox"/> 24 hours <input type="checkbox"/> Other
Send Lab Report To: Katie Daugherty Address: Department of Environmental Quality 700 NE Multnomah St, Suite 600 Portland, OR 97232	Lab Batch #: Invoice To: ODEQ/Business Office Address: 700 NE Multnomah Street, Suite 600 Portland, OR. 97232	Tel. #: (800) 452-4011	
E-mail: Katie.DAUGHERTY@deq.oregon.gov	Project Name: Ione Gas Project #: 23006039		

Sample Preservative		H124
HCI	HCI	
Requested Analyses		

Sample ID#	Collection Date/Time	Matrix	Number of Containers	NWTPH-HCID	NWTPH-Gx	NWTPH-Dx W SGC	PAHs by EPA 8270C SIM	VOCs by EPA 8260B	BTEX by EPA 8260B	Lead by EPA 6020	Cd, Cr and Pb by EPA 6020	PCBs	Comments
WQ		S				X	X	X			X	X	41620468
RGW		S		X									5/26/23
B-1-9fl.	5/19/23- 11:25	S	3	X									01

5300 Sample Receipt Checklist 4295 7420

COC Seal Present/Intact: Y N If Applicable

COC Signed/Accurate: Y N VOA Zero Headspace: Y N

Bottles arrive intact: Y N Pres. Correct/Check: Y N

Correct bottles used: Y N

Sufficient volume sent: Y N

RAD Screen <0.5 mR/hr: Y N

NSA7
2.0 + 0 = 2.0

Notes: Report Results to: MStevens@apexcos.com; Kelsi.Evans@apexcos.com; Steve.Misner@apexcos.com; Katie.DAUGHERTY@deq.oregon.gov
 If HCID positive for Gx, run NWTPH-Gx, VOCs and Pb. If HCID positive for Dx, run NWTPH-Dx, BTEX and PAHs.

Relinquished By: <i>Steve Misner</i>	Agency/Agent: Apex Companies	Received By:	Agency:
Signature: <i>Steve Misner</i>	Time & Date: 5/22/23 @ 1500	Signature:	Time & Date:
Relinquished By:	Agency/Agent:	Received By:	Agency/Agent:
Signature:	Time & Date:	Signature: <i>Callie Tapp</i>	Time & Date: 09:00 5/23/23

THIS PURCHASE IS SUBMITTED PURSUANT TO STATE OF OREGON SOLICITATION #102-1098-07 AND PRICE AGREEMENT # 8903. THE PRICE AGREEMENT INCLUDING CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T'S & C'S) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T'S AND C'S, EXPRESS OR IMPLIED.

L1619247 OREGONDEQ re-log

R5

Please re-log for NWTPHGX,NWTPHDX, V8260,PBG,SV8270PAHSIM,TS as R5 due 06/05

Time estimate: 0h

Time spent: 0h

Members



Brian Ford

Appendix D

**Ecological Basic Site Information Checklist and Exposure
Pathway Assessment**

Appendix A1: Basic Site Information Checklist

General Site Information	
ECSI File No. or LUST File No.:	[redacted Site ID: 0]
Site Name:	[redacted Site Name]
Site Location (address, city, and/or county):	[redacted Main St, Ione, Oregon/Morrow]
Latitude/Longitude or other location documentation for site:	[redacted 41.1, -119.8]
Current and Historical Site Use (gas station, dry cleaner, jet hangar, etc.) ¹ :	[redacted gas station, currently v...]
Zoning:	[redacted Rural Commercial]
Site ² Features:	[redacted (former location of two fuel dispensers). Ground surface is graded asphalt pavement and a small concrete pad on the southwest property. Former subsurface features included one 5,000-gallon UST, one 425-gallon diesel UST, and one 425-gallon diesel UST.]
Chemicals of Interest ³ :	[redacted wide-range petroleum hydrocarbons, benzene, toluene, xylene, ethylbenzene, naphthalene and lead.]

¹ Include contaminant management, treatment, storage or disposal and areas where a release may have occurred. Historical sources should be identified using sources of information which help in identifying current or past uses or occupants of a site including aerial photographs, fire insurance maps, property tax files, recorded land title records, United States Geological Survey (USGS) 7.5 minute topographic maps, local street directories, building department records, zoning or land use records. Any previous site assessments, environmental assessments or studies should be summarized



² Facility or Site (OAR 340-122-0115(26)) means any building, structure, installation, equipment, pipe or pipeline including any pipe into a sewer or publicly owned treatment works, well, pit, pond, lagoon, impoundment, ditch, landfill, storage container, above ground tank, underground storage tank, motor vehicle, rolling stock, aircraft, or any site or area where a hazardous substance has been deposited, stored, disposed of, or placed, or otherwise come to be located and where a release has occurred or where there is a threat of a release, but does not include any consumer product in consumer use or any vessel.



³ A COI list should include chemicals that are detected or are suspected to be present based on historical and current operations. For Stage 1, the site-specific history of hazardous substance uses and releases is usually the source of potential chemical information. Identify hazardous substances that have the potential to bioaccumulate in Section C2 of Attachment 1.



Site Conditions – Provide Approximate Areas (acreage or square feet)



These habitats may occur in a range of natural and protected areas, including parks and green space found within urban areas. More information and habitat classification can be found at: <https://oregonexplorer.info/content/classification-wildlife-habitats>



Site Adjacent to Site

  **Terrestrial Open Habitat / Grasslands:** Dominated by short to medium-tall grasses, low to medium shrubs, or bare soil.

  **Forest or Woodland Habitats:** Woodlands (maple, alder, aspen), conifer forest (Douglas fir, hemlock, cedar, spruce), mixed-woodland, juniper, pine (ponderosa, lodgepole).

  **Wetland⁴:** May be either tidal or non-tidal wetlands with emergent herbaceous plants.

  **Riparian Zone:** Patches or linear strips of land adjacent to waterbodies (rivers, streams, waterbodies), or on nearby floodplains and terraces. May be impacted by periodic riverine flooding or perennial flowing water. May or may not also contain wetlands.

  **Aquatic Open Water:** Ponds, lakes, reservoirs, rivers, creeks, streams, bays estuaries, and nearshore marine and intertidal.

  **Impermeable Surface:** Pavement, structures.

Documentation

- Aerial Site Vicinity Map(s) identifying zoning and Site features. Include topographic map.
- Summarize known or potential contaminated soil, groundwater, migration pathways.
- Figure illustrating source/release areas, sample locations, estimated areas of contamination, and surface features such as pavement, stormwater catch basins/drainage system including outfalls, dry wells or stormwater swales.
- Aerial Map showing habitat types described above both within and adjacent to the Site by at least 1/4 mile from Site boundary. Definitions and tools⁵ for identifying wetlands include:

⁴ Covered Under Oregon Statewide Wetlands Inventory (ORS 196.674)

<https://www.oregon.gov/dsl/WW/Pages/SWI.aspx>

⁵ Information shown on the Local Wetland Inventory maps is for planning purposes only, as wetland information is subject to change. There may be unmapped wetland and waters subject to regulation and all wetlands and waters boundary mapping is approximate. In all cases, actual field conditions determine the presence, absence and boundaries of wetlands and waters.

https://www.oregon.gov/dsl/WW/Pages/Inventories.aspx http://tools.oregonexplorer.info/oe_map_viewer_2_0/viewer.html?Viewer=orwap National Wetlands Inventory: https://www.fws.gov/wetlands/Data/Mapper.html	
Checklist Completed By: (name and title/expertise)	Date:

[Redacted Name] or Associate

[Redacted Date]

Appendix A2: Exposure Pathway Assessment

Exposure Pathway Assessment

This assessment is a conservative qualitative determination of whether there is any reason to believe that a complete or potentially complete pathway between contaminants of interest and ecological receptors exists or may exist in the locality of the facility. Locality of facility is defined in rule, and means any point where a human or an ecological receptor contacts, or is reasonably likely to come into contact with, facility-related hazardous substances, considering: a) the chemical and physical characteristics of the hazardous substances; b) physical, meteorological, hydrogeological, and ecological characteristics that govern the tendency for hazardous substances to migrate through environmental media or to move and accumulate through food webs; c) any human activities and biological processes that govern the tendency for hazardous substances to move into and through environmental media or to move and accumulate through food webs; and d) the time required for contaminant migration to occur based on the factors described above.

Note there are three attachments to this Exposure Pathway Assessment Appendix. Attachments 1 and 2 should be completed and submitted to DEQ along with a report or technical memorandum that generally follows the outline provided in Attachment 3. General exposure pathway assessment tasks are described below and refer to relevant attachments.

Tasks

(1) **Assess existing data**

Obtain the following information regarding the site and surrounding area for submittal to DEQ:

- (a) Surface area of the site;
- (b) Present and historical uses of the site and nearby properties;
- (c) Current and reasonably likely future land and/or water use(s);
- (d) Sensitive environments (as defined by OAR 340-122-115(49)) at, adjacent to, or in the locality of the site;
- (e) Known or suspected presence of threatened and/or endangered species or their habitat in the locality of the facility (see text box below for resources to determine the presence of T&E species).
- (f) Accurate site and regional maps showing structures, infrastructure, sampling locations, land use, wetlands, surface water bodies, sensitive environments, etc.;
- (g) Types of hazardous substances reportedly released at the site;
- (h) Magnitude and extent of migration of any hazardous substances reportedly released at the site.

Sources to Determine the Presence of Threatened and Endangered Species

Oregon: Consultation with the Oregon Biodiversity Information Center (ORBIC), provides information on state and federally listed rare, threatened and endangered species in Oregon that may occur at your Site. ORBIC is a part of the [Institute for Natural Resources](http://www.inr.oregonstate.edu) (INR) which is a cooperative enterprise of Oregon's public universities. Request and submit a data request for the occurrence of rare, threatened, and endangered species for your Site. Data requests can be submitted electronically: <https://inr.oregonstate.edu/orbic>. The Center provides site-specific species information within two miles of the given location.

Additional information and specific state and federal species lists can be found using the following resources.

- Oregon Listed: Oregon Department of Fish and Wildlife
https://www.dfw.state.or.us/wildlife/diversity/species/threatened_endangered_candidate_list.asp
- Federally Listed:
 - U.S. Fish and Wildlife Service Information for Planning and Consultation
<https://ecos.fws.gov/ipac/>
 - National Marine Fisheries Service
<https://www.fisheries.noaa.gov/national/endangered-species-conservation/esa-threatened-endangered-species>

Note: Additional coordination with state or federal natural resource trustees and/or tribes may be needed to identify all relevant receptors of concern.

(2) **Perform initial site visit**

A visit to the site to directly assess ecological features, transport pathways, and conditions is typically required, except at very ecologically simple sites where aerial photographs and infrastructure maps suffice. The site itself, areas adjacent to the site, and areas in the locality of the site (as defined by OAR 340-122-115(34)) should all be visited. The size and complexity of the site will determine the time needed for this initial visit. While at the site, the following activities should be performed:

- (a) Look for any signs (e.g. visual, olfactory, etc.) of a chemical release;
- (b) Sketch the site topography, with special emphasis to surface water drainages and other potential hazardous substance migration pathways;
- (c) Note any evident (e.g. visual, olfactory, etc.) signs of hazardous substance migration within the site or offsite;
- (d) Look for signs of threatened and/or endangered species or their habitat within or adjacent to the site;
- (e) As appropriate, note any evident signs (seeps, springs, cutbanks, etc.) for groundwater discharge to the surface;
- (f) Note any natural or anthropogenic disturbances onsite;
- (g) Make a photographic record of the site, with emphasis on ecological features and potential exposure pathways;

(h) Complete the Ecological Scoping Checklist (Attachment 1).

(3) **Identify contaminants of interest (COIs)**

Identification of contaminants of interest for ecological receptors may necessitate a separate identification process than that used for any human health evaluation, since a contaminant not generally considered a threat to human health may be a threat to biota. The list of COIs are those known or suspected to be present based on the remedial investigation, and are identified based on site-specific sources of contamination. The results of this evaluation are summarized by completing Attachment 1, Parts ① and ②.

(4) **Evaluate receptor-pathway interactions**

Make an estimate, based on the site-specific information gathered in the previous three tasks and professional judgment, as to whether complete or potentially complete exposure pathways exist between COIs in a specific environmental media and ecologically important receptors associated with that media (e.g., between hazardous substances in surface water and fish). The results of this evaluation are summarized by completing Attachment 2.

(a) For the purpose of completing Attachment 2, complete or potentially complete exposure pathways are those that have: a source and mechanism for hazardous substance release to the environment, an environmental transport medium for the hazardous substance, a point of receptor contact (exposure point) with the contaminated media, and an exposure route to the receptor at the exposure point.

(i) For upland assessments, an exposure point is any area not covered by buildings, roads, paved areas or other barriers that would prevent wildlife from feeding on plants, earthworms, insects or other food or on the soil. Exposure areas generally exclude continuously disturbed or heavily landscaped areas adjacent to active operations that discourage wildlife use. Note that the absence of trees and shrubs does not eliminate exposure, as some species prefer areas with little or no vegetation (e.g., streaked horned lark and killdeer birds).

(ii) For aquatic assessments, an exposure point is sediment, wetland soils, and surface water.

(b) For the purpose of completing Attachment 2, the following species present in the LOF should be considered:

(i) Individual listed threatened and endangered species;

(ii) Local populations of species, including those that are recreational and/or commercial resources;

(iii) Local populations of any species with a known or suspected susceptibility to the hazardous substance(s);

(iv) Local populations of vertebrate species;

(v) Local populations of invertebrate species, such as those that:

- Provide food resource for higher organisms; or
 - Perform a critical ecological function (such as organic matter decomposition) ; or
 - Can be used as a surrogate measure of adverse effects for individuals or populations of other species.
 - (c) For the purpose of completing Attachment 2, “plants are those that form the habitat for local populations of species as defined above or are themselves listed as threatened and endangered species.
 - (d) Because they are not members of natural communities, any of the following should not be considered species of interest for the purpose of completing Attachment 2:
 - (i) Pest and opportunistic species that populate an area entirely because of artificial or anthropogenic conditions;
 - (ii) Domestic animals (e.g., pets and livestock);
 - (iii) Plants or animals whose existence is maintained by continuous human intervention (e.g., fish hatcheries, agricultural crops).
- (5) **Submit Tier I deliverable**
- This deliverable is a brief memorandum (see Attachment 3, Site Ecology Scoping Report, for suggested format and contents) detailing the results of the data review, site visit, and evaluation of receptors and pathways in the locality of the facility (LOF). It should present information in sufficient depth to give risk managers confidence in determining whether receptors and exposure pathways are or are not likely to exist at the site.
- (a) Attachment 3, Items 1a through 1g are 1-2 paragraph summaries of site conditions, making reference to Items 4a through 4f as appropriate.
 - (b) Attachment 3, Item 2a is Part ❶ of Attachment 1.
 - (c) Attachment 3, Item 2b includes, at a minimum, Part ❷ of Attachment 1, as well as any other site-specific observations that the responsible party wishes to include.
 - (d) Attachment 3, Item 2c includes, at a minimum, Part ❸ of Attachment 1, as well as any other site-specific observations that the responsible party wishes to include.
 - (e) Attachment 3, Item 2d discusses efforts to observe species and/or habitats, particularly listed threatened or endangered species (or their habitat) at or adjacent to the site. Any such species or habitats should be noted on Part ❹ of Attachment 1.
 - (f) Attachment 3, Item 2e includes, at a minimum, Attachment 2, as well as any other site-specific observations that the responsible party wishes to include.
 - (g) Attachment 3, Item 3 describes recommendations made on the basis of specific criteria.

(6) **Determine whether potentially complete exposure pathways exist**

Based on information presented in the deliverable, do potential ecological receptors and potentially complete exposure pathways exist at or in the locality of the site? Specific criteria are as follows:

- (a) If any of the “**Y**” or “**U**” boxes in Attachment 2 are checked, then a recommendation to move to risk assessment should be made. In completing this Attachment, a lack of knowledge, presence of high uncertainty, or any “unknown” circumstances should be tabulated as a “**U**”.
 - (i) Note that a “**Y**” answer for any section requires that all three questions within that section be answered “**Y**” or “**U**”.
- (b) If all of the “**No**” boxes in Attachment 2 are checked, then complete exposure pathways to ecological receptors is unlikely, and therefore risk to ecological receptors is improbable. A recommendation for no further ecological investigations should be made.

**ATTACHMENT 1
Ecological Scoping Checklist**

Site Name	[REDACTED]
Date of Site Visit	[REDACTED] conducted with maps and aerial [REDACTED]
Site Location	[REDACTED] West Main St, Tione, OR [REDACTED]
Site Visit Conducted by	[REDACTED]

Part 1

CONTAMINANTS OF INTEREST IN LOCALITY OF FACILITY[†] Types, Classes, Or Specific Hazardous Substances[‡] Known Or Suspected	Upland	Aquatic
[REDACTED] petroleum hydrocarbons	<input checked="" type="checkbox"/>	

[‡] As defined by OAR 340-122-115(30)

[†] As defined by OAR 340-122-115(34)

Part 2

OBSERVED IMPACTS OBSERVED IN THE LOCALITY OF THE FACILITY	Finding
Onsite vegetation (None, Limited, Extensive)	<input checked="" type="checkbox"/>
Vegetation in the locality of the site (None, Limited, Extensive)	<input checked="" type="checkbox"/>
Onsite wildlife such as macroinvertebrates, reptiles, amphibians, birds, mammals, other (None, Limited, Extensive)	<input checked="" type="checkbox"/>
Wildlife such as macroinvertebrates, reptiles, amphibians, birds, mammals, other in the locality of the site (None, Limited, Extensive)	<input checked="" type="checkbox"/>
Other readily observable impacts (None, Discuss below)	<input checked="" type="checkbox"/>
Discussion:	

**ATTACHMENT 1
Ecological Scoping Checklist (cont'd)**

Part 3

SPECIFIC EVALUATION OF ECOLOGICAL RECEPTORS / HABITAT	Finding
<i>Terrestrial - Wooded</i>	
Percentage of site that is wooded	
Dominant vegetation type (Evergreen, Deciduous, Mixed)	P *
Prominent tree size at breast height, i.e., four feet (<6", 6" to 12", >12")	
Evidence / observation of wildlife (Macroinvertebrates, Reptiles, Amphibians, Birds, Mammals, Other)	
<i>Terrestrial - Scrub/Shrub/Grasses</i>	
Percentage of site that is scrub/shrub	
Dominant vegetation type (Scrub, Shrub, Grasses, Other)	P
Prominent height of vegetation (<2', 2' to 5', >5')	
Density of vegetation (Dense, Patchy, Sparse)	P
Evidence / observation of wildlife (Macroinvertebrates, Reptiles, Amphibians, Birds, Mammals, Other)	
<i>Terrestrial - Ruderal</i>	
Percentage of site that is ruderal	
Dominant vegetation type (Landscaped, Agriculture, Bare ground)	P
Prominent height of vegetation (0', >0' to <2', 2' to 5', >5')	
Density of vegetation (Dense, Patchy, Sparse)	P
Evidence / observation of wildlife (Macroinvertebrates, Reptiles, Amphibians, Birds, Mammals, Other)	
<i>Aquatic - Non-flowing (lentic)</i>	
Percentage of site that is covered by lakes or ponds	
Type of water bodies (Lakes, Ponds, Vernal pools, Impoundments, Lagoon, Reservoir, Canal)	
Size (acres), average depth (feet), trophic status of water bodies	
Source water (River, Stream, Groundwater, Industrial discharge, Surface water runoff)	
Water discharge point (None, River, Stream, Groundwater, Wetlands impoundment)	
Nature of bottom (Muddy, Rocky, Sand, Concrete, Other)	P
Vegetation present (Submerged, Emergent, Floating)	P
Obvious wetlands present (Yes / No)	
Evidence / observation of wildlife (Macroinvertebrates, Reptiles, Amphibians, Birds, Mammals, Other)	
<i>Aquatic - Flowing (lotic)</i>	
Percentage of site that is covered by rivers, streams (brooks, creeks), intermittent streams, dry wash, arroyo, ditches, or channel waterway	
Type of water bodies (Rivers, Streams, Intermittent Streams, Dry wash, Arroyo, Ditches, Channel waterway)	
Size (acres), average depth (feet), approximate flow rate (cfs) of water bodies	P
Bank environment (cover: Vegetated, Bare / slope: Steep, Gradual / height (in feet))	

**ATTACHMENT 2
Evaluation of Receptor-Pathway Interactions**

EVALUATION OF RECEPTOR-PATHWAY INTERACTIONS			Y	N	U
<p>Are hazardous substances present or potentially present in surface waters? This includes tidal or seasonally inundated areas and wetlands.</p> <p>AND</p> <p>Could hazardous substances reach these receptors via surface water?</p>		<input checked="" type="checkbox"/>			
<p>When answering the above questions, consider the following:</p> <ul style="list-style-type: none"> • Known or suspected presence of hazardous substances in surface waters. • Ability of hazardous substances to migrate to surface waters. Consider migration pathways such as erosion of soils adjacent to aquatic environments (e.g., banks or riparian areas), subsurface preferential pathways (e.g., pipes), outfalls, groundwater discharges, and surface migration (e.g., ditches). • Terrestrial organisms may be dermally exposed to water-borne contaminants as a result of wading or swimming in contaminated waters. Aquatic receptors may be exposed through osmotic exchange, respiration or ventilation of surface waters. • Contaminants may be taken-up by terrestrial plants whose roots are in contact with surface waters. • Terrestrial receptors may ingest water-borne contaminants if contaminated surface waters are used as a drinking water source. 					
<p>Are hazardous substances present or potentially present in groundwater?</p> <p>AND</p> <p>Could hazardous substances reach these receptors via groundwater?</p>		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
<p>When answering the above questions, consider the following:</p> <ul style="list-style-type: none"> • Known or suspected presence of hazardous substances in groundwater. • Ability of hazardous substances to migrate to groundwater. • Potential for hazardous substances to migrate via groundwater and discharge into habitats and/or surface waters. • Contaminants may be taken-up by terrestrial and rooted aquatic plants whose roots are in contact with groundwater present within the root zone (~1m depth). • Terrestrial wildlife receptors generally will not contact groundwater unless it is discharged to the surface. 					

“Y” = yes; “N” = No, “U” = Unknown (counts as a “Y”)

ATTACHMENT 2
Evaluation of Receptor-Pathway Interactions (cont'd)

EVALUATION OF RECEPTOR-PATHWAY INTERACTIONS	Y	N	U
<p>Are hazardous substances present or potentially present in sediments? This includes tidal or seasonally inundated areas and wetlands.</p> <p>AND</p> <p>Could hazardous substances reach receptors via contact with sediments?</p>		<input checked="" type="radio"/>	
<p>When answering the above questions, consider the following:</p> <ul style="list-style-type: none"> • Known or suspected presence of hazardous substances in sediment. • Ability of hazardous substances to leach or erode from surface soils and be carried into sediment via surface runoff. • Potential for contaminated groundwater to upwell through, and deposit contaminants in, sediments. • If sediments are present in an area that is only periodically inundated with water, both aquatic and terrestrial species may be exposed. Aquatic receptors may be directly exposed to sediments or may be exposed through osmotic exchange, respiration or ventilation of sediment pore waters. • Terrestrial species may be exposed to sediment in an area that is only periodically inundated with water. • If sediments are present in an area that is only periodically inundated with water, terrestrial species may have direct access to sediments for the purposes of incidental ingestion. Aquatic receptors may regularly or incidentally ingest sediment while foraging. 			
<p>Are hazardous substances present or potentially present in prey or food items of ecologically important receptors?</p> <p>AND</p> <p>Could hazardous substances reach these receptors via consumption of food items?</p>		<input checked="" type="radio"/>	<input checked="" type="radio"/>
<p>When answering the above questions, consider the following:</p> <ul style="list-style-type: none"> • Higher trophic level terrestrial and aquatic consumers and predators may be exposed through consumption of contaminated food sources. • In general, organic contaminants with $\log K_{ow} > 3.5$ may accumulate in terrestrial mammals and those with a $\log K_{ow} > 5$ may accumulate in aquatic vertebrates. 			

“Y” = yes; “N” = No, “U” = Unknown (counts as a “Y”)

ATTACHMENT 2
Evaluation of Receptor-Pathway Interactions (cont'd)

EVALUATION OF RECEPTOR-PATHWAY INTERACTIONS	Y	N	U
Are hazardous substances present or potentially present in surficial soils? AND Could hazardous substances reach these receptors via incidental ingestion of or dermal contact with surficial soils?		<input checked="" type="checkbox"/>	
When answering the above questions, consider the following: <ul style="list-style-type: none"> • Known or suspected presence of hazardous substances in surficial (~1m depth) soils. • Ability of hazardous substances to migrate to surficial soils. • Significant exposure via dermal contact would generally be limited to organic contaminants which are lipophilic and can cross epidermal barriers. • Exposure of terrestrial plants to contaminants present in particulates deposited on leaf and stem surfaces by rain striking contaminated soils (i.e., rain splash). • Contaminants in bulk soil may partition into soil solution, making them available to roots. • Incidental ingestion of contaminated soil could occur while animals grub for food resident in the soil, feed on plant matter covered with contaminated soil or while grooming themselves clean of soil. 			
Are hazardous substances present or potentially present in soils? AND Could hazardous substances reach these receptors via vapors or fugitive dust carried in surface air or confined in burrows?		<input checked="" type="checkbox"/>	
When answering the above questions, consider the following: <ul style="list-style-type: none"> • Volatility of the hazardous substance (volatile chemicals generally have Henry's Law constant $> 10^{-5}$ atm-m³/mol and molecular weight < 200 g/mol). • Exposure via inhalation is most important to organisms that burrow in contaminated soils, given the limited amounts of air present to dilute vapors and an absence of air movement to disperse gases. • Exposure via inhalation of fugitive dust is particularly applicable to ground-dwelling species that could be exposed to dust disturbed by their foraging or burrowing activities or by wind movement. • Foliar uptake of organic vapors would be limited to those contaminants with relatively high vapor pressures. • Exposure of terrestrial plants to contaminants present in particulates deposited on leaf and stem surfaces. 			

“Y” = yes; “N” = No, “U” = Unknown (counts as a “Y”)

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

The child support grant helps fund the child support program in the Morrow County District Attorney Office. This grant lasts for 4 years. The last grant was signed in 2019 (and is attached for comparison).

NOTE: Signature line is on p. 15, and would be signed by both District Attorney and Board of Commissioner Chair.

2. FISCAL IMPACT:

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to approve the Oregon Department of Justice Cooperative Agreement for Child Support Serves.

Attach additional background documentation as needed.

AGREEMENT #19301

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
CHILD SUPPORT SERVICES**

This Department of Justice Cooperative Agreement is entered into by the State of Oregon acting by and through its Department of Justice ("Department"), Morrow County ("Subrecipient"), and the District Attorney for Morrow County ("DA").

RECITALS

1. ORS 180.345 sets forth, in relevant part:

(1) The Department of Justice is responsible for the administration, supervision and operation of the program authorized by Title IV-D of the Social Security Act (42 U.S.C. 651 et seq.), hereinafter the Child Support Program. The Administrator of the Division of Child Support of the Department of Justice is the Child Support Program Director for the State of Oregon.

(2) The Department of Justice, by and through the director, may:

(a) Enter into cooperative agreements with appropriate courts, law enforcement officials, district attorneys, Indian tribes or tribal organizations and state agencies to provide assistance in carrying out Child Support Program services and any other matters of common concern[.]

2. Department receives financial assistance from the United States Department of Health and Human Services under Title IV-D of the Social Security Act to administer the State Plan ("Federal Financial Participation").

3. Department is the single state agency designated by the Governor to implement and administer the State Plan for Collection of Child Support and Establishment of Paternity and approved by United States Department of Health and Human Services ("the State Plan") in accordance with Title IV-D of the Social Security Act.

4. ORS 180.345(2) and ORS 25.080(7) authorize Department, Subrecipient, and DA to enter into a cooperative agreement to provide for DA's implementation of its child support services in accordance with applicable federal law.

5. The State Plan, consistent with ORS 25.080, assigns responsibility for certain child support services to DA and provides for the subgrant of a portion of the Federal Financial Participation to Subrecipient to support the delivery of child support services that fall within the responsibility of DA.

6. Department, Subrecipient, and DA desire to enter into this cooperative agreement in accordance with ORS 25.080(7) to provide for DA's implementation of its child support services in accordance with applicable federal law and to provide for the Department's subgrant of a portion of the Federal Financial Participation to Subrecipient to support the delivery of the child support services that fall within the responsibility of the DA under ORS 25.080.

The parties agree as follows:

AGREEMENT

1. Effective Date and Term. This Cooperative Agreement (“Agreement”) shall become effective on the date this Agreement is fully executed by all parties and approved as required by applicable law and applies to activities during the Funds Availability Period (as defined in Section 2.d). This Agreement expires on the earlier of the date of last payment or August 1, 2023 (“Expiration Date”).

2. Grant.

a. Base Grant. In accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient, from financial assistance the Department receives from the United States Department of Health and Human Services under Title IV-D of the Social Security Act (“Federal Financial Participation”) to administer the State Plan for Collection of Child Support and Establishment of Paternity and approved by United States Department of Health and Human Services in accordance with Title IV-D of the Social Security Act (“State Plan”), an amount (the “Base Grant”) no greater than the actual Allowable Costs (as defined below) necessarily incurred and paid by DA, or by Subrecipient from funds other than those appropriated to the DA, during the term of this Agreement to operate the Program (as defined below). The Base Grant moneys may be used solely to deliver child support services that fall within the responsibility of the DA under ORS 25.080, as further described in Exhibit A, attached hereto and incorporated herein by “Program”.

b. Incentive Funding. In addition, in accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient an additional amount (the “Incentive Funding”) equal to Subrecipient’s share of the incentive payments the Department receives from the United States Department of Health and Human Services based on implementation of the State Plan. The Incentive Funding shall equal Subrecipient’s share of the incentive payments received from the United States Department of Health and Human Services, as determined in accordance with OAR 137-055-1500 and with input from the Oregon District Attorney Representatives. The Incentive Funding moneys may be used solely for reinvestment in the Program, as reinvestment is defined in 45 CFR 305.35. Department will develop the overall estimated revenue from incentives to be included in the Program budget request. The Base Grant and the Incentive Funding, collectively, are referred to as “Grant.”

c. General Fund Appropriation. In accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient an additional amount (“General Fund Funding”) equal to Subrecipient’s share of the applicable General Fund Budget Appropriation the Department receives during the Legislatively Approved Budget Process. The General Fund Funding shall equal Subrecipient’s share of the relevant appropriation, as determined in accordance with the distribution formula outlined in OAR 137-055-1500.

d. Funds Availability. The Base Grant, Incentive Funding, and General Fund Appropriation are available for Program activities commencing July 1, 2019, and ending on June 30, 2023 (Funds Availability Period).

3. Disbursement and Recovery of Grant Moneys.

a. Disbursement Generally.

i. Base Grant. Subject to Sections 2 and 3(b), Department shall disburse the Base Grant moneys to Subrecipient quarterly after the end of each calendar quarter falling in whole or in part during the period commencing on July 1, 2019 and ending on the termination date of this Agreement. Quarterly disbursement will be made within 30 days after Department’s receipt of Subrecipient’s invoice for that quarter. If an invoice is submitted less frequently than quarterly, the disbursement payment may be delayed until the next quarter. Each disbursement shall be in an amount equal to the actual Allowable Costs (as defined below) necessarily incurred and paid by Subrecipient or DA during the quarter in operating the Program, less enforcement fees or other fees received by Subrecipient or DA with respect to the Program during the quarter, as evidenced by satisfactory documentation multiplied by the federally-

authorized rate of federal financial participation set by the United States Department of Health and Human Services in accordance with 42 USC 655.

ii. Incentive Funding. In addition to disbursement of the Base Grant moneys to Subrecipient in accordance with Section 3(a)(i) above but subject to Sections 2 and 3(b), Department shall disburse the Incentive Funding moneys to Subrecipient in accordance with OAR 137-055-1500.

(a) Incentive disbursements must be used within five years from the Grant year or remaining balances will be used within the Program. Subrecipient is notified each quarter of its unclaimed incentive amounts.

(b) Subrecipient cannot request a disbursement of incentives in an amount that is greater than qualified expenses in that quarter.

(c) In the event that this agreement is terminated, Subrecipient's final Incentive Funding disbursement must be reviewed and approved by the Department to ensure Subrecipient has sufficient qualified expenses.

iii. General Fund. In addition to disbursement of the Base Grant and Incentive Funding moneys to Subrecipient, in accordance with Section 3(a)(i) and 3(a)(ii) above but subject to Sections 2 and 3(b), Department shall disburse the General Fund moneys to Subrecipient in accordance with the distribution formula outlined in OAR 137-055-1500.

b. Conditions Precedent to Disbursement. Department's obligation to disburse Grant moneys to Subrecipient under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. Department has received sufficient funding, appropriations, and other expenditure authorizations to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Department has received sufficient Federal Financial Participation, including Incentive Funding, and General Fund Appropriation to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement.

iii. No Subrecipient or DA default as described in Section 9 has occurred.

iv. With respect to the disbursement of Base Grant moneys only, Department has received a quarterly invoice for the disbursement accompanied by satisfactory documentation evidencing the Allowable Costs for which Subrecipient is seeking reimbursement (to the extent provided for in Section 3.a.i).

v. With respect to the disbursement of Incentive Funding and State General Fund moneys only, Subrecipient and DA are operating the Program, reimbursement documents for the last completed Federal Fiscal Year have been submitted and accepted by the Program and the operating Subrecipient budget for the current fiscal year has been submitted and accepted by the Program.

c. Recovery of Grant Moneys. In addition to any other remedies that may be available to Department in the event DA or Subrecipient fails to comply with the terms of this Agreement, Department may recover, in accordance with ORS 25.080(7)(b), the amount of any payments made to Subrecipient of federal funds, under Title IV-D of the Social Security Act, that are, as a result of DA's or Subrecipient's actions or omissions, later excepted, deferred, disallowed, or unsupported as part of a federal or state audit or review. Funds will be recovered from the next disbursement or as mutually agreed by parties. Notwithstanding the immediately preceding sentence, Department may not recover excepted, deferred, or disallowed payments that arise solely from (i) external problems beyond the control of

Subrecipient or DA; (ii) DA or Subrecipient actions or omissions that are consistent with relevant administrative rules of the Department's Division of Child Support, relevant approved procedures of the Department's Division of Child Support, or relevant policy advice from the Child Support Program Policy Team; (iii) the failure of Department to perform its obligations under Section 7 hereof; or (iv) any combination of the foregoing.

4. Use of Grant Moneys.

a. Base Grant. The Base Grant moneys are available solely to cover actual Allowable Costs (as defined below) necessarily incurred and paid by DA, or Subrecipient from non-federal funds including those appropriated to the DA, to operate the Program during the term of this Agreement. Allowable Costs are those defined in 45 CFR Part 75, Subpart F (audit requirements), except to the extent otherwise limited or excluded by the terms of this Agreement. Allowable Costs include the following:

i. Personal Services: Salaries and fringe benefits of employees of DA and Subrecipient who operate the Program. If an employee spends only part of his or her time on Program operations, that employee's salary and fringe benefit costs must be equitably distributed among the Program and the employee's other activities, based on the relative amount of employee time and effort devoted to each activity. Subrecipient must maintain time distribution records in accordance with 45 CFR Part 75, Subpart F (audit requirements) for employees who only spend a portion of their time on Program operations. Upon request, Subrecipient and DA shall furnish Department with copies of the time distribution records and a description of the formula or method used by Subrecipient or DA to determine the distribution of salary and fringe benefit costs.

ii. Materials and Contracted Services: The costs of materials and contracted services used in locating noncustodial parents, establishing paternity, and establishing, modifying, and enforcing support obligations.

iii. Administrative Costs: Administrative costs incurred by Subrecipient and DA in operating the Program, but only to the following extent:

(a) If Subrecipient has prepared a direct cost plan, to the extent and in accordance with the direct cost plan;

(b) If Subrecipient has prepared an indirect cost plan, to the extent and in accordance with the indirect cost plan; or

(c) If Subrecipient has not prepared either a direct cost plan or an indirect cost plan approved by the State Program or the Federal Government, the federal de minimis indirect cost rate as defined in 45 CFR 75.414 (f) is used. The de minimis for this purpose is defined as 10% of modified total direct costs ("MTDC"). MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, and the portion of each subaward and subcontract in excess of \$25,000.

As described in §75.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time with the Federal Government. Rates with the State Program are negotiated annually with the submission of the Subrecipient's budget.

iv. Capital Outlay: The cost of equipment or furniture with a unit cost in excess of \$5,000, if approved in advance by Department. The full cost of automatic data processing equipment with a unit cost of less than \$25,000 that is used exclusively in Program operations is an Allowable Cost

during the quarter in which the equipment is purchased and paid for. All other capital acquisitions must be depreciated and the costs of those capital acquisitions are Allowable Costs in a quarter only to the extent of the depreciation during that quarter. Subrecipient must maintain records of all capital acquisitions whose costs are covered in whole or in part by Grant moneys. Subrecipient may use any generally accepted method of computing depreciation but the method of computing depreciation must be consistently applied for any specific asset or class of assets and must result in equitable charges considering the extent of use of the assets. Subrecipient shall furnish property records and depreciation schedules to Department upon request.

b. Incentive Funding. The Incentive Funding moneys may be used solely for reinvestment in the Program, as reinvestment is defined in 45 CFR 305.35, in accordance with 45 CFR Part 75, Subpart F (audit requirements).

5. Records Maintenance, Audit, Access, and Confidentiality.

a. Maintenance of Records. Subrecipient shall document the use of all Grant moneys disbursed by Department under this Agreement and shall maintain such additional fiscal and other records related to this Agreement as may be required by applicable law. Specifically, but without limiting the generality of the preceding sentence, Subrecipient must maintain records of revenue and fees collected, expenditures made and costs incurred in operating the Program, and other such records as may be required by Department or the United States Department of Health and Human Services.

b. Audits Generally. The Grant moneys disbursed to Subrecipient under this Agreement are federal funds received by Department from the United States Department of Health and Human Services under the Department's Child Support Enforcement Title IV-D Grant, whose CFDA Number is 93.563, and are subject to 45 CFR Part 75, Subpart F. Subrecipient shall comply with 45 CFR Part 75, Subpart F as applicable. If Subrecipient must have an audit performed in accordance with 45 CFR Part 75, Subpart F, Subrecipient shall notify Department in writing promptly after Subrecipient determines that it must have such an audit and Subrecipient shall report the Grant moneys received hereunder as pass-through funds on Subrecipient's Schedule of Expenditures of Federal Awards, and promptly after completion of the audit shall furnish Department with a written copy of all audit findings applicable to Subrecipient's Program or the Oregon Child Support Program (as defined in Section 6.a.) or notify Department in writing that the audit resulted in no findings applicable to Subrecipient's Program or the Oregon Child Support Program.

c. Compliance Audits. Subrecipient shall assist in all compliance audits of Subrecipient's Program or the Oregon Child Support Program conducted by Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, or their authorized representatives.

d. Accounting. Unless applicable federal law requires Subrecipient to utilize a different accounting system, Subrecipient shall create and maintain all fiscal records in accordance with generally accepted accounting principles and in sufficient detail to permit Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, and their authorized representatives, to verify how the Grant moneys were used.

e. Retention of Records. Subrecipient shall retain and keep accessible all books, documents, papers, and records (whether in electronic or hard copy form) that are directly related to this Agreement or the Grant moneys for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient shall retain the records until the questions are resolved.

f. Access to Records and Facilities. The Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child

Support Enforcement, and their duly authorized representatives shall have access to the books, documents, papers and records (whether in electronic or hard copy form) of Subrecipient that are directly related to this Agreement or the Grant moneys provided hereunder, including but not limited to the books, documents, papers and records described in 45 CFR 305.65, for the purpose of making audits and examinations, including but not limited to audits required by 45 CFR Part 75, Subpart F. In addition, the Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Subrecipient shall permit authorized representatives of Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, and the federal Office of Child Support Enforcement to perform site reviews of all services delivered as part of the Program. Subrecipient or DA shall facilitate and participate in physical site reviews of DA's or Subrecipient's facilities, records storage facilities, or any Oregon Child Support Program facilities, conducted by Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, the Internal Revenue Service, or their authorized representatives. Site reviews are scheduled on an 18 month rotation. On the basis of site reviews, specific corrective measures may be required of DA and Subrecipient where Subrecipient or DA is found noncompliant with applicable requirements of state or federal regulatory entities and may require a more frequent site review schedule.

g. Non-Disclosure and Confidentiality Obligations. Subrecipient and DA must comply with all non-disclosure and confidentiality obligations. Subrecipient and DA must comply with all applicable laws, including without limitation ORS 646A.600 through 646A.628, the Oregon Consumer Identity Theft Protection Act. The use and disclosure of case information and other confidential information is strictly limited to performance of the Services required under this Agreement.

Subrecipient and DA agree to comply with all reasonable requests to ensure the confidentiality and non-disclosure of the confidential information, including without restriction:

i. Obtaining confidentiality and non-disclosure agreements for every current and new employee, in a form approved by Department from each employee and agent who performs Services under this Agreement.

ii. Performing criminal background checks on each employee and agent who perform services under this agreement.

h. Confidentiality. In operating the Program, Subrecipient and DA shall comply with 42 USC § 654(26), 26 USC § 6103, 45 CFR 303.21, ORS 25.260 and 412.094, OAR 137-055-1140, and all other applicable laws relating to confidentiality.

6. Coordination of State Plan Implementation and Administration.

a. Federal Coordination. The parties agree and acknowledge that the Program is part of the overall child support program administered by Department throughout the State of Oregon in accordance with the State Plan, ORS 25.080 and Title IV-D of the Social Security Act (the "Oregon Child Support Program"). The parties further agree and acknowledge that the director of the Department's Division of Child Support is the Oregon IV-D Director (the "Oregon Child Support Program Director") and that the Oregon Child Support Program Director is responsible for direct coordination of Oregon Child Support Program activities with other states and the federal government, and for necessary coordination with the United States Department of Health and Human Services. The parties further agree and acknowledge that the Department is responsible for communications, on behalf of the Oregon Child Support Program, with the federal government related to law, proposed or pending legislation, regulations, policies, and procedures concerning Title IV-D of the Social Security Act. If Subrecipient or DA wishes to communicate, on behalf of the Oregon Child Support Program, with the federal government regarding such matters, Subrecipient or DA, as the case may be, must consult with the Oregon Child Support Program Director prior to making such communication. Department will provide to Subrecipient

and DA, in a timely manner, all relevant information concerning any new federal policies, requirements, and procedures relating to any aspect of child support or the Oregon Child Support Program. This Section 6.a. is not intended, and shall not be construed as giving, the Department the authority to prevent Subrecipient and DA from communicating with the federal government. Rather, the purpose of this Section 6.a. is to support the Oregon Child Support Program Director's responsibility to administer a coordinated Oregon Child Support Program, by making the Oregon Child Support Program Director aware of such communications on behalf of the Oregon Child Support Program.

b. Policy and Procedure Coordination. Department, Subrecipient, and DA shall cooperate in the creation and maintenance of procedures for the purpose of establishing and revising policies, procedures, and proposed legislation relating to the Oregon Child Support Program that affects the parties to this Agreement. Department, Subrecipient, and DA shall provide to each other party to this Agreement advance copies of policy and legislative proposals, including proposed administrative rules and draft legislation. If DA pursues legislation independent of the Oregon Child Support Program, DA will consult with the Oregon Child Support Program Director and coordinate such legislation with the Oregon Child Support Program Director to the fullest extent possible. Nothing herein seeks to preclude DA, either directly or through the Oregon District Attorneys Association, or any other party to this Agreement, from seeking or opposing legislation deemed to have an effect on that party. If Subrecipient or DA attempts to influence federal legislation, Subrecipient or DA, as the case may be, shall file any reports required under the federal "Truth in Lobbying Act" (31 USC 1352) or other applicable federal law.

c. Information Systems Access and Database Coordination.

i. Subject to the conditions set forth below, Department shall provide DA and Subrecipient with access to the Department's federally certified Child Support System, ("Origin") or any federally certified successor system, via a mutually agreed connection, for computer terminals, printers and ancillary information technology equipment installed in the appropriate offices designated by DA or Subrecipient for the purpose of operating the Program. In connection with Origin access, Department shall provide Subrecipient and DA with the Department's policies, procedures, and technical information regarding access to Origin; related and necessary software' assistance in the installation of computer terminals, printers, and ancillary information technology equipment necessary to access Origin, as reasonably necessary, and; technical assistance, as reasonably requested, in accessing and using Origin programs and information in the database, including support for generation of automated forms, printer connectivity, and caseload distribution, all in accordance with the terms and conditions of this Agreement. Subrecipient and DA may access Origin and child support confidential information contained therein solely for the purpose and to the extent necessary to operate the Program and consistent with all federal and state laws, rules, regulations and policies including, but not limited to, those governing the confidentiality and security of the information contained in Origin. Department's obligation to provide the DA and Subrecipient with access to Origin is subject to satisfaction of each of the following conditions precedent:

- (a) Origin is operational.
- (b) Provision of such access will not degrade the service provided to other users of Origin.
- (c) Subrecipient assumes the reasonable cost of providing the information systems and database service.
- (d) Subrecipient purchases, installs, and maintains, at its expense (except to the extent such expenses are Allowable Costs), computer terminals, printers, and other ancillary information technology equipment, necessary to access Origin, in a secured location and limits access to that location, to the equipment, and to the records of various State of Oregon agencies available in Origin to authorized Subrecipient and DA personnel who have a need to access Origin to operate the Program.

(e) The computer technology and software used by Subrecipient and DA to access information in Origin is compatible with Origin computer technology configuration and will not adversely impact operation of the Oregon Child Support Program.

ii. **Safeguards for Protecting Federal Tax Information.** In operating the Program, Subrecipient and DA shall comply with IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities, specifically “Exhibit 7”, attached hereto as Exhibit B.1, and shall safeguard federal tax returns and return information. Any unauthorized disclosure or unauthorized access to federal tax information is subject to criminal and civil sanctions in IRS Publication 1075. For purposes of this Section 6(c)(ii), references in Exhibit B.1 to “Contract” are to this Agreement and references to “Contractor” are to Subrecipient and DA, collectively.

iii. **Safeguards for protecting Federal Parent Locator Service (FPLS) data and child support confidential information.** In operating the Program, Subrecipient and DA shall comply with the security requirements set forth in the OCSE Security Agreement regarding information systems that transmit, store, and process National Directory of New Hires, Federal Parent Locator Service, and child support confidential information. Child support confidential information includes, but is not limited to, an individual’s Social Security number, residential and mailing addresses, employment information, and financial information as set forth in CFR 303.21(a).

iv. **Safeguards for protecting Personal Identifiable Information (PII).** In operating the Program, Subrecipient and DA shall comply with the security and notification requirements set forth in the Oregon Consumer Identity Theft Information Act ORS 646A.600-622 regarding entities that own, license, maintain, store, manage, collect, process, acquire or otherwise possess personal information, and for vendors that provide services to covered entities. Confidential information includes, but is not limited to, an individual’s Social Security number, residential and mailing addresses, employment information, financial information, and online account information as set forth in ORS 646A.602

v. **Incident Response.** Upon learning of any information security incident, the Subrecipient or DA shall immediately notify Department at the contact listed below:

(a) Child Support Program Security Incident Response Team during business hours at ChildSupportIncidentResponse@doj.state.or.us.

7. **Department Obligations.** In addition to Department’s obligation to disburse the Grant moneys to Subrecipient in accordance with the terms and conditions of this Agreement, Department shall:

a. Act as the liaison to federal Office of Child Support Enforcement (“OCSE”) with respect to the Oregon Child Support Program activities in Oregon.

b. Adopt administrative rules to govern and provide overall policy direction for the Oregon Child Support Program, after solicitation and consideration of DA suggestions and in consultation with Program stakeholders.

c. As necessary to meet federal requirements, conduct self-assessment audits of child support cases handled by the DA as part of the Program.

d. Prepare and submit to OCSE the reports required by 42 USC § 655 and 45 CFR § 301.15, with respect to overall Program activities in Oregon.

e. Based on and to the extent of information entered into Origin computerized database by DA or Subrecipient, maintain support payment records and provide billing, receipting, depositing, distribution, accounting, and record-keeping services for payments on all child support cases handled by the DA as part of the Program.

f. Provide certain centralized services for child support cases handled by the DA as part of the Program, including but not limited to, automated aspects of tax refund offset, financial institution data matching, income withholding, location of parents,

g. Encourage DA participation in committees, subcommittees, and workgroups formed by Department to consider and recommend changes to the Oregon Child Support Program to improve its operation.

h. Prepare and furnish to Subrecipient and DA copies of the quarterly federal 396 and 34A reports and the annual federal 157 reports and well as periodic reports on the performance of the Oregon Child Support Program on the performance measures that impact the Incentive Funding.

i. Prepare and submit to the applicable regulatory entity any required report with respect to relevant compliance activities in Oregon by the Oregon Child Support Program.

j. Develop, monitor and certify annual training requirements for Subrecipient and DA staff who perform services under this agreement.

8. Reporting Requirements. In addition to any other reports required by applicable law, Subrecipient and DA shall submit to Department the following:

a. All information on the Program required by Department to complete and submit in a timely manner the reports identified in Section 7(d).

b. Information regarding all child support cases undertaken by DA or Subrecipient for entry into the data system used by Department for the provision of child support billing, collection, accounting, distribution, and automated child support activities.

c. Narrative information on all child support services provided by DA and Subrecipient, all child support actions taken by DA and Subrecipient, and significant contacts by DA and Subrecipient with parties involved in a child support case. This information must be entered electronically directly into Origin.

9. Subrecipient and DA Default.

a. Subrecipient shall be in default under this Agreement upon the occurrence of any of the following events:

i. Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein, and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice.

ii. Any representation, warranty, or statement made by Subrecipient in this cooperative agreement or in any documents or reports relied upon by Department to evaluate Subrecipient's compliance with this Agreement, the expenditure of Grant moneys, or the performance by Subrecipient under this Agreement is untrue in any material respect when made and Subrecipient does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice;

iii. Subrecipient (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due; (iii) makes a general assignment for the benefit of its creditors; (iv) is adjudicated as bankrupt or insolvent; (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vii) fails to controvert in a timely and appropriate manner, or

acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (viii) takes any action for the purpose of effecting any of the foregoing; or

iv. A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of debts, of Subrecipient; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets; or (iii) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of 60 consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. DA shall be in default under this Agreement upon the occurrence of any of the following events:

i. DA fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice.

ii. Any representation, warranty or statement made by DA in this cooperative agreement or in any documents or reports relied upon by Department to evaluate DA's compliance with this Agreement, the expenditure of Grant moneys, or the performance by DA under this Agreement is untrue in any material respect when made and DA does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice;

10. Department Default. Department shall be in default under this Agreement upon the occurrence of any of the following events:

a. Department fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to DA within 30 days after the written notice; or

b. Any representation, warranty, or statement made by Department herein is untrue in any material respect when made and Department does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to DA within 30 days after the written notice.

11. Termination.

a. **Department Termination.** Department may terminate this Agreement:

i. Upon 90 calendar days advance written notice to Subrecipient and DA;

ii. Effective upon written notice to Subrecipient and DA, if Department does not obtain funding, appropriations, and other expenditure authorizations from federal, state or other sources sufficient to satisfy its performance obligations under this Agreement, as determined by Department in the reasonable exercise of its administrative discretion;

iii. Effective upon written notice to Subrecipient and DA if Oregon statutes or federal laws, regulations, or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that the Department no longer has the

authority to satisfy its performance obligations under this Agreement or no longer has the authority to provide the Grant moneys from the funding source it had planned to use;

iv. Upon 30 days advance written notice to Subrecipient and DA, if Subrecipient or DA is in default under this Agreement; or

v. Effective upon written notice to Subrecipient and DA, if any license or certificate required by law or regulation to be held by Subrecipient or DA to satisfy its performance obligations under this Agreement is for any reason denied, revoked, suspended, or not renewed.

b. DA Termination. After consultation with Subrecipient, DA may terminate this Agreement:

i. Upon at least 90 calendar days advance written notice to Department and Subrecipient;

ii. Effective upon written notice to Department and Subrecipient, if DA fails to receive from Subrecipient sufficient appropriations, limitations, or other expenditure authority to permit DA to satisfy its performance obligations under this Agreement, as determined by DA in the reasonable exercise of its administrative discretion;

iii. Upon 30 calendar days advance written notice to Department and Subrecipient, if Department is in default under this Agreement; or

iv. Effective upon written notice to Department and Subrecipient, if Oregon statutes or federal laws, regulations or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that DA no longer has the authority to satisfy its obligations under this Agreement.

c. Subrecipient Termination. After consultation with DA, Subrecipient may terminate this Agreement:

i. Upon at least 90 calendar days advance written notice to Department and DA;

ii. Effective upon written notice to Department and DA, if Subrecipient fails to receive sufficient funding from federal, state, or other sources to permit Subrecipient to satisfy its performance obligations under this Agreement, as determined by Subrecipient in the reasonable exercise of its administrative discretion;

iii. Upon 30 calendar days advance written notice to Department and DA, if Department is in default under this Agreement; or

iv. Effective upon written notice to Department and DA, if Oregon statutes or federal laws, regulations, or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Subrecipient no longer has the authority to satisfy its obligations under this Agreement.

12. Effect of Termination.

a. Rights and Obligations. Upon termination of this Agreement, all rights and obligations of the parties arising under this Agreement shall end, except those rights and obligations described in Section 12.b and 12.c.

b. Final Incentive Award. In the event that this agreement is terminated, Subrecipient's final Incentive Funding disbursement must be reviewed and approved by the Department to ensure Subrecipient has sufficient qualified expenses.

c. Survival. Notwithstanding Section 12.a., termination of this Agreement shall not affect Subrecipient's or DA's obligations under this Agreement or Department's right to enforce this Agreement against Subrecipient and DA in accordance with its terms, with respect to Grant moneys actually received by Subrecipient under this Agreement. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Subrecipient's and DA's representations and warranties, reporting obligations, obligations regarding use of the Grant moneys, record-keeping, audit, access and confidentiality obligations, obligations to comply with applicable federal requirements, or the Department's right to recover from Subrecipient, in accordance with the terms of this Agreement, any Grant moneys actually received by Subrecipient. In addition, termination of this Agreement shall not affect Department's obligation to reimburse Subrecipient, or Subrecipient's right to obtain reimbursement from Department, in accordance with and at rates set forth in Section 3.a. of this Agreement, for all actual Allowable Costs necessarily incurred and paid by Subrecipient or DA to operate the Program during the Funds Availability Period; provided, however, that Department shall have no obligation to reimburse any Allowable Costs more than two years after the date that Subrecipient incurred the cost. If a termination right set forth in Sections 10 or 11 of this Agreement is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

13. General.

a. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid to Subrecipient, the DA, or the Department at the address or number set forth below, or to such person or at such other addresses or numbers as a party may indicate by notice to all other parties pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system, or receipt of a reply email from the recipient. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Department:

Kate Cooper Richardson
Director, Oregon Child Support Program &
Division of Child Support
Oregon Department of Justice
1162 Court Street NE
Salem, OR 97301
Kate.Richardson@doj.state.or.us

Notices to Subrecipient and DA:

Morrow County District Attorney
P.O. Box 664
Heppner, Oregon 97836

b. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be

invalid.

c. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

d. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Department (or any other agency or department of the State of Oregon) and another party to this Agreement that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

e. Compliance with Law. Subrecipient and the DA shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Subrecipient and the DA each expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the Program: (a) Title IV-D of the Social Security Act and its implementing federal regulations and all other applicable federal regulations and requirements; (b) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (c) ORS 659A.403, 659A.406, and ORS 659.145, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the operation of the Program; (d) ORS 659A.142; and (e) the federal laws described in Exhibit B, attached hereto and incorporated herein by this reference. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or Program and required by law to be so incorporated. All employers, including Subrecipient and DA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

f. Assignment of Agreement, Successors in Interest.

(i) Neither Subrecipient nor the DA shall assign or transfer any interest in this Agreement, enter into any subcontracts for delivery of child support services or income withholding services (as described in Exhibit A), or subgrant any Grant moneys, without the prior written approval of Department. Any such assignment, transfer, subcontract or subgrant, if approved, is subject to such conditions and provisions as the Department may deem necessary. No approval by the Department of any assignment, transfer, subcontract, or subgrant shall be deemed to create any obligation of the Department in addition to those set forth in the Agreement nor will Department's approval of an assignment, transfer, subcontract, or subgrant relieve Subrecipient or the DA of any of its duties or obligations under this Agreement.

(ii) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

g. No Third Party Beneficiaries. Department, Subrecipient, and DA are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to any other person or entity unless such person or entity is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

h. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of a party to enforce a provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

i. Amendment. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and, when required, approved for legal sufficiency. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. Subrecipient and DA, by signature of its authorized representative, hereby acknowledge that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each party must notify the other parties of a change in the name or contact information of persons to whom notices are provided under Section 13.a by notice pursuant to Section 13.a. Notice of a change in name or contact information under Section 13.a is effective upon receipt by the other parties without need to amend this agreement.

j. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

k. Independent Contracting Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither Subrecipient nor the DA is an officer, employee, or agent of Department as those terms are used in ORS 30.265 or otherwise.

l. Force Majeure. No party shall be held responsible for delay or default caused by fire, civil unrest, natural causes, and war that is beyond that party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

m. Responsibility for Employees, Officers, and Agents. Subrecipient and DA shall be responsible exclusively, with respect to their respective employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and Public Employees Retirement System contributions. Subrecipient, DA, and Department each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.300) only for the acts, omissions, or negligence of its own officers, employees, or agents.

n. Remedies not Exclusive. The remedies provided to a party, under the terms of this Agreement, for another party's breach of its obligations under this Agreement are not exclusive and are in addition to any remedies provided by law or in equity.

o. Contractor or Subrecipient Determination

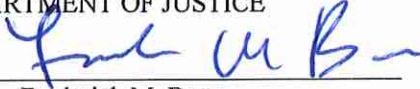
In accordance with the State Controller's Oregon Accounting Manual, Policy 30.40.00.102, the DOJ's determination is that:

Recipient is a subrecipient; OR Recipient is a contractor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: Program No 93.563

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

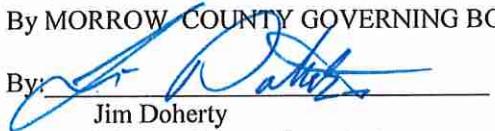
STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF JUSTICE

By: 
Frederick M. Boss
Deputy Attorney General

Date: 6/13/19

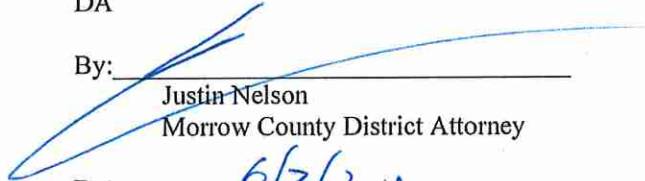
MORROW COUNTY

By MORROW COUNTY GOVERNING BODY

By: 
Jim Doherty
Morrow County Commissioner

Date: June 12, 2019

DA

By: 
Justin Nelson
Morrow County District Attorney

Date: 6/7/2019

Approved for legal sufficiency in accordance with ORS 291.047:

/s/ Sam Zeigler, per email dated 4/23/19
Assistant Attorney General Date

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
EXHIBIT A
PROGRAM DESCRIPTION**

The Grant moneys are available to Subrecipient and DA, subject to and in accordance with the terms and conditions of this Agreement, solely to operate a child support program consisting of (a) the support services described in ORS 25.080(4) for any order or judgment that is or could be entered under ORS Chapter 107, 108, 109, 110 or 416 or ORS 419B or 419C; and (b) the limited income withholding services described in ORS 25.381. Subrecipient and DA must operate their child support program in accordance with the following procedural and operational requirements:

1. The program must satisfy the requirements of Title IV-D of the Social Security Act, as set forth in: a) the State Plan; (2) applicable Oregon Revised Statutes and Oregon Administrative Rules; and (3) applicable federal laws and regulations, specifically including Title IV-D of the Social Security Act (42 USC § 651 *et seq*) and Title 45 of the Code of Federal Regulations, Parts 300 to 399.
2. Subrecipient and DA must make the child support services described above available to any person described in ORS 25.080 who requests such services and to whom DA is responsible for providing such services under ORS 25.080. In addition, Subrecipient and DA must make limited income withholding services under the provisions of ORS 25.381 available to an obligor or obligee who requests such services and to whom the DA is responsible for providing child support services under ORS 25.080.
3. Subrecipient and DA shall comply with the following non-discrimination requirements:
 - a. Neither Subrecipient nor DA shall, on the basis of race, color, religion, sex, national origin, language or dialect, creed, marital status, age, or the presence of any sensory, mental, or physical handicap:
 - i. Deny an otherwise eligible individual services supported in whole or in part with Grant moneys.
 - ii. Provide any services or other benefits, supported in whole or in part with Grant moneys, to an individual that are different, or are provided in a different manner, from those provided to other similarly situated individuals, except where necessary to accommodate the unique circumstances of the individual.
 - b. Subrecipient and DA shall make available reasonable translation services for any individual described in ORS 25.080 who is not fluent in English and who requests translation services and with respect to whom the DA is responsible for providing such services under ORS 25.080. Necessary translation services are an Allowable Cost and therefore a permissible use of Grant moneys.

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
EXHIBIT B
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of Section 13.d, of the Agreement, in operating the Program, Subrecipient and DA shall comply with the following federal requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions. Subrecipient and DA shall comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Subrecipient and DA expressly agree to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the Program: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended; (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (c) the Americans with Disabilities Act of 1990, as amended; (d) Executive Order 11246, as amended; (e) the Health Insurance Portability and Accountability Act of 1996; (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (h) all regulations and administrative rules established pursuant to the foregoing laws; and (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide services in violation of 42 USC 14402.

2. Equal Employment Opportunity. If this Agreement, including amendments, is for more than \$10,000, then Subrecipient and DA shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, and EPA Regulations. If this Agreement, including amendments, exceeds \$100,000 then Subrecipient and DA shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations 40 CFR 32.100 to 32.145, which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Department, the United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency.

4. Energy Efficiency. Subrecipient and DA shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

5. Truth in Lobbying. Subrecipient and DA each certify, to the best of their knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient or DA, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. Subrecipient and DA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient's and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. **Resource Conservation and Recovery.** Subrecipient and DA shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

7. **Audits.** Subrecipient and DA shall comply with the applicable audit requirements and responsibilities set forth in 45 CFR Part 75, Subpart F.

8. **Debarment and Suspension.** Subrecipient and DA shall not purchase goods or services in implementation of the Program from any person or entity listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR Part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subrecipient and DA shall require all vendors with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **ADA.** Subrecipient and DA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance, and operation of any structures, facilities, and in the conduct of all activities, services and training associated with the Program.

10. **National Voter Registration Act.** Subrecipient and DA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993, which require voter registration opportunities to be offered to applicants for services.

11. **Servicemembers Civil Relief Act.** Subrecipient and DA shall comply with the Servicemembers Civil Relief Act (codified at 50 USC App 3901 et. seq.).

12. **Access to Federal Taxpayer Information.** If Subrecipient or DA enters into contracts or agreements to perform services for the review, maintenance, or storage of Program information or as defined in IRS Publication 1075-Exhibit 6, "Contractor 45-Day Notification Procedures," Subrecipient or DA shall notify the Department of the intent to contract and provide the Department with the information necessary for the Department to issue a "Contractor 45-Day Notification" letter to the IRS Office of Safeguards no later than 45 days prior to the initiation of the work, in accordance with the provisions of IRS Publication 1075.

13. Access to Locations Containing Federal Taxpayer Information. If Subrecipient or DA enters into contracts or agreements to perform work in locations in which Subrecipient or DA conducts Program activities, provides Program services, or stores Program information, Subrecipient or DA shall include IRS Publication 1075-Exhibit 7, "Contract Language for General Services" in its contract or agreement with such persons, subcontractors, or entities in accordance with the provisions of IRS Publication 1075. Exhibit 7 language from the 2016 IRS Publication 1075 is incorporated under Exhibit B.1 of this Agreement.

14. The Federal Funding Accountability and Transparency Act (FFATA). FFATA is designed to increase transparency and improve the public's access to federal government information. To this end, FFATA requires that executive compensation data be reported for all new federal grants funded at \$25,000 or more with an award date on or after October 1, 2010. As such, grants awarded by the Department are required to report executive compensation data as addressed in this grant award term. Subrecipient is required to complete and submit a FFATA certification form annually. The certification form will be provided by the Department in coordination with the Annual Letter. More detailed information regarding FFATA requirements can be located at <http://www.hrsa.gov/grants/ffata.html>.

EXHIBIT B.1
PUBLICATION 1075 EXHIBIT 7
CONTRACT LANGUAGE FOR GENERAL SERVICES - FEDERAL TAX INFORMATION
(FTI) SECURITY

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(8) [RESERVED]

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

EXHIBIT B.2

GENERAL TERMS AND CONDITIONS MANDATORY FORMULA, BLOCK and ENTITLEMENT GRANT PROGRAMS

Except as noted otherwise, these Terms and Conditions apply to all mandatory grant programs administered by the Administration for Children and Families (ACF), see Appendix A. Please also review the separate program-specific Addendum to these Terms and Conditions applicable to each program.

By acceptance of the individual awards, each grantee agrees to comply with these requirements. Failure to comply may result in the loss of Federal funds and may be considered grounds for the suspension or termination of the grant.

ADMINISTRATIVE REQUIREMENTS

1. These programs are governed by the following Federal regulations:
 - 2 CFR Part 376 – Nonprocurement Debarment and Suspension;
 - 2 CFR Part 382 – Requirements for Drug-Free Workplace (Financial Assistance);
 - 45 CFR Part 16 – Procedures of the Departmental Grant Appeals Board;
 - 45 CFR Part 30 – Claims Collection;
 - 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards;
 - 45 CFR Part 80 – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
 - 45 CFR Part 81 – Practice and Procedure for Hearings Under Part 80 of this Title;
 - 45 CFR Part 84 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
 - 45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
 - 45 CFR Part 87 – Equal Treatment for Faith-Based Organizations;
 - 45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
 - 45 CFR Part 93 – New Restrictions on Lobbying;
 - 45 CFR Part 95 – General Administration – Grant Programs;
 - 45 CFR Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and Activities.

2. In accordance with Public Law 103-333, the “Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995,” the following provisions are applicable to the mandatory grant programs:

- Section 507: “Purchase of American-Made Equipment and Products – It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.”
- Section 508: “When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.”

3. Drug-Free Workplace Requirements. In accordance with provisions of Title V, Subtitle D of Public Law 100-690 (41 USC 701 et. seq.), the “Drug-Free Workplace Act of 1988,” all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The grantee must notify ACF if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. (See 2 CFR Part 382.)

4. Smoking Prohibitions. In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs wither directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

The above language must be included in any subawards that contain provisions for children’s services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

5. Religious Activity Prohibitions. Direct Federal grants, sub-awards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR Part 87.)

6. Lobbying Prohibitions. Federal grant funds provided under these awards may not be used by the grantee or any sub-grantee to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition is related to the use of Federal grant funds and is not intended to affect an individual’s right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. (See 45 CFR Part 93.)

7. Same-Sex Marriage Provisions. In accordance with the decision in United States v. Windsor (133 S. Ct. 2675 (June 26, 2013); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. By “same-sex spouses,” HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By “same-sex marriages,” HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By “marriage,” HHS does not mean

registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

8. Human Trafficking Provisions. These awards are subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

9. Transparency Act Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsr.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. (NOTE: This requirement became applicable to all mandatory grant programs July 1, 2011.)

10. Federal Awarding Agency Review of Risk Posed by Applicants. As required by 2 CFR 200 of the Uniform Guidance and HHS implementing regulations (45 CFR Part 75) effective January 1, 2016, ACF is issuing guidance to implement the mandatory disclosures provision at 45 CFR 75.113. ACF is required to review and consider any publicly available information about the applicant that is in the Federal Awardee Performance and Integrity Information System (FAPIIS), <https://www.fapiis.gov> (45 CFR 75.205(a)(2)). Before making any award in excess of the simplified acquisition threshold (currently \$150,000) over the period of performance (45 CFR 75.2), an applicant may review and comment on any information about itself that a federal awarding agency has previously entered into FAPIIS. ACF will consider any comments by the applicant, in addition to other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 CFR §200.205 Federal Awarding Agency Review of Risk Posed by Applicants (http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1205&rgn=div8).

11. Construction Prohibitions. Unless superseded by program-specific regulations, these awards may not be used for construction or the purchase of land.

SUB-RECIPIENTS UNDER GRANTS

12. Grantees are required to determine recipient type when sub-granting or contracting using Federal funds. In accordance with the standards set in 45 CFR 75.351, the determination is based on the substance of the relationship with the grantee, rather than the form of the agreement.

- The presence of one or more of the following conditions would indicate that the sub-recipient should be considered a subgrantee and is subject to the provisions of 45 CFR Part 75 Subpart F:
 - a. Determines who is eligible to receive what Federal financial assistance;
 - b. Has its performance measured against whether the objectives of the Federal program are met;
 - c. Has responsibility for programmatic decision making;
 - d. Has responsibility for adherence to applicable Federal program compliance requirements;
 - e. Uses the Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity;
- The presence of one or more of the following conditions would indicate that the sub-recipient should be considered a vendor or contractor and is not subject to the provisions of 45 CFR Part 75 Subpart F:
 - a. Provides the goods and services within normal business operations;
 - b. Provides similar goods or services to many different purchasers;
 - c. Operates in a competitive environment;
 - d. Provides goods or services that are ancillary to the operation of the Federal program;
 - e. Is not subject to compliance requirements of the Federal program.

13. No organization may participate in these programs in any capacity or be a recipient of Federal funds designated for these programs if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." (See 45 CFR 75.212.) Grantees must include a similar term and/or condition for all sub-awards or contracts awarded under these programs. Prior to issuing subawards or contracts under this grant, the grantee must consult the ineligible parties list to ensure that organizations under funding consideration are not ineligible. The list is available on the System for Award Management website: <https://www.sam.gov>.

14. Each grantee is responsible for monitoring grant, sub-recipient and contract supported activities to assure compliance with Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function and activity. (See 45 CFR 75.342.)

15. Each grantee is required to advise sub-recipients of requirements imposed on them by Federal laws, regulations, and the provisions of grant agreements or contracts as well as any supplemental requirements imposed by the grantee. These include grant administrative and audit requirements (where applicable) under 45 CFR Part 75.

- Cost principles for non-profit organization and educational institution sub recipients are found at 45 CFR Part 75 Subpart E.
- Cost principles for commercial vendor or subcontractor sub recipients are found at 48 CFR Part 31.

16. Grantees must ensure that any non-Federal sub-recipient that expends Federal funds totaling \$750,000 or more during the course of its fiscal year must arrange for a financial audit in compliance with the requirements of 45 CFR Part 75 Subpart F.

NON-FEDERAL SHARE OF PROGRAM FUNDING

17. For some mandatory grant programs, the grantee is required to provide a portion of program funding, as specified in Federal law.

- In most instances, all of the non-Federal share of funding for these programs will be appropriated specifically for that purpose by a State legislature or provided through other grantee funding sources;
- Third party in-kind contributions may not be used as the non-Federal share of any program expenditure, unless specifically allowed for that purpose in the Federal statute applicable to that program;
- Donated funds may be used as the non-Federal share under the following conditions:
 - a. The donor may specify the activities to be supported by the donation, but may not be a sponsor or operator of the specified activity. Any specified activity must be an allowable expense under all applicable laws, regulations and policies governing these programs;
 - b. The donor may specify the geographic area in which the specified activity is to be provided;

FINANCIAL REPORTING

18. *Periodic Reports.* Grantees are required to file periodic financial reports either quarterly, semiannually or annually for each program, in accordance with specific program requirements.

19. *Required Online Reporting.* All periodic financial reports for all mandatory grant programs must be submitted electronically through the ACF Online Data Collection (OLDC) system. Grantees must not submit duplicate copies either by mail, by fax or as an email attachment of any reports submitted through

OLDC. (NOTE: See ACF Office of Grants Management Action Transmittal, OGM-AT-13-01, issued September 25, 2013.) Beginning FY 2016, the ACF requires submitting financial reports SF-425 only, through PMS in a consolidated single reporting system. Both, the cash transaction (Lines 10 a, b and c) and the expenditures, obligations and liquidations (Lines 10 d through 10 o).

20. **Obligation Deadline.** Unless superseded by program-specific statute or regulations or by other ACF program-specific policies, it is Office of Grants Management policy that the deadline for obligating Federal funds for mandatory grant programs is last day of the fiscal year following the fiscal year for which the award is issued. Example: Funds for an award issued for Fiscal Year 1 must be obligated no later than the final day (September 30) of Fiscal Year 2.

21. **Liquidation Deadline.** Unless superseded by program-specific statute or regulations or by ACF policy, in accordance with 45 CFR 75.309(b), the deadline for liquidating Federal funds is 90 days after the end of the funding (project) period. For awards issued on an annual fiscal year basis, this deadline will be **December 30** – 90 days following the end of the fiscal year on September 30.

22. **Report Submission Deadline.** Unless superseded by program-specific statute or regulations or by ACF policy, in accordance with 45 CFR 75.341, the deadline for submitting the required Federal reporting form varies based on the frequency of the award. For programs with awards issued on a quarterly basis, the deadline is 30 days after the end of each quarter (i.e., by January 30, April 30, July 30 and October 30). For programs with awards issued on an annual fiscal year basis, the deadline is 90 days after the end of each fiscal year (i.e., by December 30). (See “Required Online Reporting” above.)

GRANT PAYMENTS

23. Payments (cash drawdowns) under these grants will be made through the Department of Health and Human Services’ Payment Management System (PMS). The State must comply with requirements imposed by the PMS online system. Please direct any questions concerning grant payments or audit inquiries to the payment management services office. (See “Important Addresses” below).

IMPORTANT ADDRESSES

- Financial Office: Administration for Children and Families
Office of Grants Management
Division of Mandatory Grants
330 C Street, SW Mailstop 3127
Washington, DC 20201
Fax: (202) 401-5644

 - Payment Office: U.S. Department of Health and Human Services
Payment Management Services
Payment Management System (PMS)
PO Box 6021
Rockville, Maryland 20852
- Contact: PMS Help Desk
Phone: (877) 614-5533
Internet site: <http://www.dpm.psc.gov>

IMPORTANT NOTE: The Office of the Inspector General of the U.S. Department of Health and Human Services maintains the OIG Hotline, a system for reporting allegations of fraud, waste, abuse and mismanagement in Department of Health and Human Services’ programs, your information will be reviewed by a professional staff member and will remain confidential; you need not provide your name. Information provided through the Internet web site is secure and General Terms and Conditions Mandatory all information is safeguarded against unauthorized disclosure. Report the possible misuse of federal funds by phone or online. Please provide as much detailed information as possible in your report.

OIG Hotline

- Phone: 800-HHS-TIPS
- Online: oig.hhs.gov/report-fraud

Appendix A Mandatory Grant Programs – Administration for Children and Families

Administration of Children, Youth and Families

1. Abstinence Education (Title V of the Social Security Act)
2. Adoption Assistance (Title IV-E of the Social Security Act)
3. Adoption Incentive Payments (Title IV-E of the Social Security Act)
4. Chafee Education and State Vouchers (Title IV-B of the Social Security Act)
5. Chafee Foster Care Independence (Title IV-B of the Social Security Act)
6. Child Abuse and Neglect (CAPTA – Child Abuse Prevention and Treatment Act)

7. Children’s Justice Act
8. Community-Based Family Resource (CAPTA – Child Abuse Prevention and Support and Treatment Act)

9. Family Violence Prevention and Services
10. Foster Care (Title IV-E of the Social Security Act)
11. Guardianship Assistance (Title IV-E of the Social Security Act)
12. Personal Responsibility Education (Title V of the Social Security Act)
13. Promoting Safe and Stable Families (Title IV-B of the Social Security Act)
14. PSSF Caseworker Visitation (Title IV-B of the Social Security Act)
15. State Court Improvement – Basic (Title IV-E of the Social Security Act)
16. State Court Improvement – Data (Title IV-E of the Social Security Act)
17. State Court Improvement – Training (Title IV-E of the Social Security Act)
18. Statewide Domestic Violence Coalition (FVPSA – Family Violence Prevention and Services Act)
19. Stephanie Tubbs Jones Child Welfare Social Services (Title IV-B of the Social Security Act)

Office of Child Care

20. Child Care Development Fund – Mandatory and Matching
21. Child Care Development Fund – Discretionary
22. Tribal Construction

Office of Community Service

23. Community Service Block Grant
24. Low Income Home Energy Assistance
25. Low Income Home Energy Assistance – Leveraging
26. Low Income Home Energy Assistance – Residential Energy Assist Challenge
27. Social Services Block Grant

Office of Child Support Enforcement

28. Child Support Enforcement – States (Title IV-D of the Social Security Act)
29. Child Support Enforcement – Tribes (Title IV-D of the Social Security Act)
30. State Access and Visitation (Title IV-D of the Social Security Act)

Office of Family Assistance

31. Native Employment Works (Title IV-A of the Social Security Act)
32. Temporary Assistance for Needy Families – States (Title IV-A of the Social Security Act)
33. Temporary Assistance for Needy Families – Territories (Title IV-A of the Social Security Act)
34. Temporary Assistance for Needy Families – Tribes (Title IV-A of the Social Security Act)

35. Temporary Assistance for Needy Families – Contingency

(Title IV-A of the Social Security Act)

Office of Refugee Resettlement

36. Cash and Medical Assistance
37. Social Services
38. Cuban / Haitian Entrants
39. Services to Elderly Refugees
40. Targeted Assistance



Oregon Department of Justice

ELLEN ROSENBLUM, Attorney General
FREDERICK BOSS, Deputy Attorney General

Division of Child Support

1162 Court St NE
Salem, OR 97301
Telephone: (503) 947-4388
FAX: (503) 947-2578
TTY: (800) 735-2900
oregonchildsupport.gov

April 15, 2019

Morrow County

District Attorney Family Support Office:

The Oregon Child Support Program is required by the Code of Federal Regulations (CFR) Title 45, Part 75 to determine if subrecipients meet requirements and are in compliance with federal laws and regulations. This letter requests information and documentation that will be used for monitoring compliance. Please complete the information required in reference to the following federal grant:

Grant Name: Child Support Enforcement Program Grant

Fiscal Year: July 1, 2017 – June 30, 2018

Catalog of Federal Domestic Assistance (CFDA): Program No 93.563

Federal Award Identification: 1804ORCSES

45 Code of Federal Regulations (CFR): Parts 300 through 308

Grant Agency: United States Department of Health and Human Services

Period of Performance Start and End Date: From October 1, 2017 to September 30, 2018

Award is not Research and Development (R&D)

Indirect Cost Rate: per CFR 75.414 (de minimus rate is 10% of wages, not including overtime, benefits or shift premiums.)

Single Audit Threshold: \$750,000

*Please read carefully to determine which sections you are required to complete. Please include any requested information or documentation when returning this document.
Indicate your county name in each section of the form as provided.
Return no later than May 31, 2019, to the address above or via electronic copy to CSPInvoicing@doj.state.or.us.*

Section A: If all the statements are true, sign and date the certification, then skip to Section C.

Section B: Complete this section if there were findings with your single audit or it has not yet been completed, then go to Section C.

Section C: All subrecipients must complete this section. The information is used in connection with the Oregon Child Support Program subrecipient review and monitoring process.

Section D: All subrecipients must complete this section pursuant to the Fiscal Federal Funding Accountability and Transparency Act.

If you have questions about this form or required documents, please contact:

Kate Ahmad | 503-947-4361 | katherine.ahmad@doj.state.or.us

April 15, 2019

County Morrow

SECTION A

Subrecipient Audit Certification

I hereby certify that for fiscal year ending June 30, 2018 all of the following three statements are true:

- Financial statements received an unqualified opinion from our independent certified public accountants; and

- The administration of our federal projects has been audited in accordance with CFR Title 45 part 75, and there were no material instances of noncompliance with federal laws and regulations or reportable conditions; and

- There were no findings in the single audit report that are specifically related to awards from the Oregon Child Support Program.

Katherine Kopp
Printed Name

Katherine Kopp
Signature

Finance Director
Title

5/30/2019
Date

April 15, 2019

County Morrow

SECTION B

Subrecipient Audit Findings or Audit Not Completed

Please check the correct line and attach all appropriate documents, as of June 30 2018:

- We have completed our CFR Title 45 part 75 single audit, and material noncompliance issues and/or reportable conditions were noted. A copy of the audit report and our response is attached.

- There were findings in the single audit report that are specifically related to a prime award from the Oregon Child Support Program. A listing of awards and explanations of the findings as they relate to the prime award are attached.

- We have not completed our CFR Title 45 part 75 single audit. Within 30 days of completion, we will provide the positive certifications in Section A, or a response in Section B. (Enter date the audit is expected to be completed here):

- Our County did not expend \$750,000 or more in federal awards during the related fiscal year; therefore, we are not subject to a CFR Title 45 part 75, single audit.

Printed Name

Signature

Title

Date

SECTION C

County Morrow

Subrecipient Financial Questionnaire

There are several methods available to the pass-through entity, the Oregon Child Support Program, for monitoring grant fund subrecipients. On-site visits and this annual questionnaire are a few of the monitoring activities commonly used by the Program. The Program is often able to avoid visiting each site annually when subrecipients respond to each question and supply explanations as required. At times, some sites will require annual visits. If your office is scheduled to receive an on-site visit, you will receive additional information at least 30 days prior to our arrival. Whether or not you are scheduled for an onsite review, the following questionnaire must be completed and returned to the Program by May 31, 2019.

INTERNAL CONTROLS	YES	NO	N/A	If no, please provide an explanation
Expenditures are approved by a manager familiar with CFR 45 (Child Support Code of Regulations).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures are posted to the accounting record as they occur. The accounting record tracks expenditures against the approved budget.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures are charged to the grant on a cash basis only. No accruals are included.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures over \$5,000 for a single item and any facility change, major office reconfiguration, remodel costs, or projects have been preapproved by the Program.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Documentation sufficient to determine the nature of grant expenditures and their allowability is kept as a part of the financial record.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Financial records are retained for a period of 3 years after the close of each annual grant. The CSP grant is open for 2 years after the closing date, resulting in five years total retention.

INDIRECT/DIRECT COST ALLOCATION PLAN

YES NO N/A

If no, please provide an explanation

A cost allocation plan for the county's central costs is used throughout the county and a copy of the current plan is available to the Program.

EQUIPMENT INVENTORY & DISPOSITION

YES NO N/A

If no, please provide an explanation

Controls are in place to protect assets acquired with federal funds (loss, damage, theft).

Property and equipment inventory records are maintained including description, serial number, acquisition date and cost, and disposal date and cost.

Adequate maintenance procedures keep the property in good condition.

When electronic equipment is disposed of, all information is wiped from any hard drives or the hard drive is destroyed.

When assets are disposed of, any income is reported to the Program.

PROGRAM INCOME/REVENUE

YES NO N/A

If no, please provide an explanation

All Program income is declared on the grant expenditure reimbursement

April 15, 2019

PROGRAM INCOME/REVENUE	YES	NO	N/A	If no, please provide an explanation
request as either a reduction of expense or as income.				

CONTRACTS	YES	NO	N/A	If no, please provide an explanation
Contracts for the Program contain description of service, estimate of time, rate of compensation, and termination provisions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Contracts are monitored to assure that services were rendered.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Efforts made to solicit price or rate quotations from an adequate number of sources, unless only available from a single source.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Debbie Peck
Prepared By

4/17/2019
Date

Debbie Peck, SEO
Signature of County Child Support Program Representative

4/17/2019
Date

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

April 15, 2019

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

Yes (skip questions "A", "B", and "C" and finish the certification)

No (answer questions "A" and "B")

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No

If your answer is "Yes" to this question, where can this information be accessed?

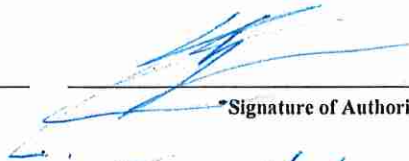
If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example: John Blum:500,000; Mary Redd:50,000; Eric Gant:400,000; Sally Tom:30,0000

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Justin Nelson

Printed Name of Authorized Representative



Signature of Authorized Representative

District Attorney

Title of Authorized Representative

6/4/2019

Date

AGREEMENT #23504

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
CHILD SUPPORT SERVICES**

This Department of Justice Cooperative Agreement is entered into by the State of Oregon acting by and through its Department of Justice (“Department”), Morrow County (“Subrecipient”), and the District Attorney for Morrow County (“DA”).

RECITALS

1. ORS 180.345 sets forth, in relevant part:
 - (1) The Department of Justice is responsible for the administration, supervision and operation of the program authorized by Title IV-D of the Social Security Act (42 U.S.C. 651 et seq.), hereinafter the Child Support Program. The Administrator of the Division of Child Support of the Department of Justice is the Child Support Program Director for the State of Oregon.
 - (2) The Department of Justice, by and through the director, may:
 - (a) Enter into cooperative agreements with appropriate courts, law enforcement officials, district attorneys, Indian tribes or tribal organizations and state agencies to provide assistance in carrying out Child Support Program services and any other matters of common concern.
2. Department receives financial assistance from the United States Department of Health and Human Services under Title IV-D of the Social Security Act to administer the State Plan (“Federal Financial Participation”).
3. Department is the single state agency designated by the Governor to implement and administer the State Plan for Collection of Child Support and Establishment of Paternity and approved by United States Department of Health and Human Services (“the State Plan”) in accordance with Title IV-D of the Social Security Act.
4. ORS 180.345(2) and ORS 25.080(7) authorize Department, Subrecipient, and DA to enter into a cooperative agreement to provide for DA’s implementation of its child support services in accordance with applicable federal law.
5. The State Plan, consistent with ORS 25.080, assigns responsibility for certain child support services to DA and provides for the subgrant of a portion of the Federal Financial Participation to Subrecipient to support the delivery of child support services that fall within the responsibility of DA.
6. Department, Subrecipient, and DA desire to enter into this cooperative agreement in accordance with ORS 25.080(7) to provide for DA’s implementation of its child support services in accordance with applicable federal law and to provide for the Department’s subgrant of a portion of the Federal Financial Participation to Subrecipient to support the delivery of the child support services that fall within the responsibility of the DA under ORS 25.080.

The parties agree as follows:

AGREEMENT

1. Effective Date and Term. This Cooperative Agreement (“Agreement”) shall become effective on the date this Agreement is fully executed by all parties and approved as required by applicable law and applies to activities during the Funds Availability Period (as defined in Section 2.d). This Agreement expires on the earlier of the date of last payment or August 1, 2027 (“Expiration Date”).

2. Grant.

a. Base Grant. In accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient, from financial assistance the Department receives from the United States Department of Health and Human Services under Title IV-D of the Social Security Act (“Federal Financial Participation”) to administer the State Plan for Collection of Child Support and Establishment of Paternity and approved by United States Department of Health and Human Services in accordance with Title IV-D of the Social Security Act (“State Plan”), an amount (the “Base Grant”) no greater than the actual Allowable Costs (as defined below) necessarily incurred and paid by DA, or by Subrecipient from funds other than those appropriated to the DA, during the term of this Agreement to operate the Program (as defined below). The Base Grant moneys may be used solely to deliver child support services that fall within the responsibility of the DA under ORS 25.080, as further described in Exhibit A, attached hereto and incorporated herein by “Program”.

b. Incentive Funding. In addition, in accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient an additional amount (the “Incentive Funding”) equal to Subrecipient’s share of the incentive payments the Department receives from the United States Department of Health and Human Services based on implementation of the State Plan. The Incentive Funding shall equal Subrecipient’s share of the incentive payments received from the United States Department of Health and Human Services, as determined in accordance with OAR 137-055-1500 and with input from the Oregon District Attorney Representatives. The Incentive Funding moneys may be used solely for reinvestment in the Program, as reinvestment is defined in 45 CFR 305.35. Department will develop the overall estimated revenue from incentives to be included in the Program budget request. The Base Grant and the Incentive Funding, collectively, are referred to as “Grant.”

c. General Fund Appropriation. In accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient an additional amount (“General Fund Funding”) equal to Subrecipient’s share of the applicable General Fund Budget Appropriation the Department receives during the Legislatively Approved Budget Process. The General Fund Funding shall equal Subrecipient’s share of the relevant appropriation, as determined in accordance with the distribution formula outlined in OAR 137-055-1500.

d. Funds Availability. The Base Grant, Incentive Funding, and General Fund Appropriation are available for Program activities commencing July 1, 2023, and ending on June 30, 2027 (“Funds Availability Period”).

3. Disbursement and Recovery of Grant Moneys.

a. Disbursement Generally.

i. Base Grant. Subject to Sections 2 and 3(b), Department shall disburse the Base Grant moneys to Subrecipient quarterly after the end of each calendar quarter falling in whole or in part during the period commencing on July 1, 2023 and ending on the termination date of this Agreement. Quarterly disbursement will be made within 30 days after Department’s receipt of Subrecipient’s invoice for that quarter. If an invoice is submitted less frequently than quarterly, the disbursement payment may be delayed until the next quarter. Each disbursement shall be in an amount equal to the actual Allowable Costs (as defined below) necessarily incurred and paid by Subrecipient or DA during the quarter in operating the Program, less enforcement fees or other fees received by Subrecipient or DA with respect to the Program during the quarter, as evidenced by satisfactory documentation multiplied by the federally-authorized rate of federal financial participation set by the United States Department of Health and Human Services in accordance with 42 USC 655.

ii. Incentive Funding. In addition to disbursement of the Base Grant moneys to Subrecipient in accordance with Section 3(a)(i) above but subject to Sections 2 and 3(b), Department shall disburse the Incentive Funding moneys to Subrecipient in accordance with OAR 137-055-1500.

(a) Incentive disbursements must be used within five years from the Grant year or remaining balances will be used within the Program. Subrecipient is notified each quarter of its unclaimed incentive amounts.

(b) Subrecipient cannot request a disbursement of incentives in an amount that is greater than qualified expenses in that quarter.

(c) In the event that this agreement is terminated, Subrecipient's final Incentive Funding disbursement must be reviewed and approved by the Department to ensure Subrecipient has sufficient qualified expenses.

iii. General Fund. In addition to disbursement of the Base Grant and Incentive Funding moneys to Subrecipient, in accordance with Section 3(a)(i) and 3(a)(ii) above but subject to Sections 2 and 3(b), Department shall disburse the General Fund moneys to Subrecipient in accordance with the distribution formula outlined in OAR 137-055-1500.

b. Conditions Precedent to Disbursement. Department's obligation to disburse Grant moneys to Subrecipient under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. Department has received sufficient funding, appropriations, and other expenditure authorizations to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Department has received sufficient Federal Financial Participation, including Incentive Funding, and General Fund Appropriation to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement.

iii. No Subrecipient or DA default as described in Section 9 has occurred.

iv. With respect to the disbursement of Base Grant moneys only, Department has received a quarterly invoice for the disbursement accompanied by satisfactory documentation evidencing the Allowable Costs for which Subrecipient is seeking reimbursement (to the extent provided for in Section 3.a.i).

v. With respect to the disbursement of Incentive Funding and State General Fund moneys only, Subrecipient and DA are operating the Program, reimbursement documents for the last completed Federal Fiscal Year have been submitted and accepted by the Program and the operating Subrecipient budget for the current fiscal year has been submitted and accepted by the Program.

c. Recovery of Grant Moneys. In addition to any other remedies that may be available to Department in the event DA or Subrecipient fails to comply with the terms of this Agreement, Department may recover, in accordance with ORS 25.080(7)(b), the amount of any payments made to Subrecipient of federal funds, under Title IV-D of the Social Security Act, that are, as a result of DA's or Subrecipient's actions or omissions, later excepted, deferred, disallowed, or unsupported as part of a federal or state audit or review. Funds will be recovered from the next disbursement or as mutually agreed by parties. Notwithstanding the immediately preceding sentence, Department may not recover excepted, deferred, or disallowed payments that arise solely from (i) external problems beyond the control of Subrecipient or DA; (ii) DA or Subrecipient actions or omissions that are consistent with relevant administrative rules of the Department's Division of Child Support, relevant approved procedures of the Department's Division of Child Support, or relevant policy advice from the Child Support Program Policy Team; (iii) the failure of Department to perform its obligations under Section 7 hereof; or (iv) any combination of the foregoing.

4. Use of Grant Moneys.

a. Base Grant. The Base Grant moneys are available solely to cover actual Allowable Costs (as defined below) necessarily incurred and paid by DA, or Subrecipient from non-federal funds including those appropriated to the DA, to operate the Program during the term of this Agreement. Allowable Costs are those defined in 45 CFR Part 75, Subpart F (audit requirements), except to the extent otherwise limited or excluded by the terms of this Agreement. Allowable Costs include the following:

i. Personal Services: Salaries and fringe benefits of employees of DA and Subrecipient who operate the Program. If an employee spends only part of his or her time on Program operations, that employee's salary and fringe benefit costs must be equitably distributed among the Program and the employee's other activities, based on the relative amount of employee time and effort devoted to each activity. Subrecipient must maintain time distribution records in accordance with 45 CFR Part 75, Subpart F (audit requirements) for employees who only spend a portion of their time on Program operations. Upon request, Subrecipient and DA shall furnish Department with copies of the time distribution records and a description of the formula or method used by Subrecipient or DA to determine the distribution of salary and fringe benefit costs.

ii. Materials and Contracted Services: The costs of materials and contracted services used in locating noncustodial parents, establishing paternity, and establishing, modifying, and enforcing support obligations.

iii. Administrative Costs: Administrative costs incurred by Subrecipient and DA in operating the Program, but only to the following extent:

(a) If Subrecipient has prepared a direct cost plan, to the extent and in accordance with the direct cost plan;

(b) If Subrecipient has prepared an indirect cost plan, to the extent and in accordance with the indirect cost plan; or

(c) If Subrecipient has not prepared either a direct cost plan or an indirect cost plan approved by the State Program or the Federal Government, the federal de minimis indirect cost rate as defined in 45 CFR 75.414 (f) is used. The de minimis for this purpose is defined as 10% of modified total direct costs ("MTDC"). MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, and the portion of each subaward and subcontract in excess of \$25,000.

As described in §75.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time with the Federal Government. Rates with the State Program are negotiated annually with the submission of the Subrecipient's budget.

iv. Capital Outlay: The cost of equipment or furniture with a unit cost in excess of \$5,000, if approved in advance by Department. The full cost of automatic data processing equipment with a unit cost of less than \$25,000 that is used exclusively in Program operations is an Allowable Cost during the quarter in which the equipment is purchased and paid for. All other capital acquisitions must be depreciated and the costs of those capital acquisitions are Allowable Costs in a quarter only to the extent of the depreciation during that quarter. Subrecipient must maintain records of all capital acquisitions whose costs are covered in whole or in part by Grant moneys. Subrecipient may use any generally accepted method of computing depreciation but the method of computing depreciation must be consistently applied for any specific asset or class of assets and must result in equitable charges considering the extent of use of the assets. Subrecipient shall furnish property records and depreciation schedules to Department upon request.

b. Incentive Funding. The Incentive Funding moneys may be used solely for reinvestment in the Program, as reinvestment is defined in 45 CFR 305.35, in accordance with 45 CFR Part 75, Subpart F (audit requirements).

5. Records Maintenance, Audit, Access, and Confidentiality.

a. Maintenance of Records. Subrecipient shall document the use of all Grant moneys disbursed by Department under this Agreement and shall maintain such additional fiscal and other records related to this Agreement as may be required by applicable law. Specifically, but without limiting the generality of the preceding sentence, Subrecipient must maintain records of revenue and fees collected, expenditures made and costs incurred in operating the Program, and other such records as may be required by Department or the United States Department of Health and Human Services.

b. Audits Generally. The Grant moneys disbursed to Subrecipient under this Agreement are federal funds received by Department from the United States Department of Health and Human Services under the Department's Child Support Enforcement Title IV-D Grant, whose CFDA Number is 93.563, and are subject to 45 CFR Part 75, Subpart F. Subrecipient shall comply with 45 CFR Part 75, Subpart F as applicable. If Subrecipient must have an audit performed in accordance with 45 CFR Part 75, Subpart F, Subrecipient shall notify Department in writing promptly after Subrecipient determines that it must have such an audit and Subrecipient shall report the Grant moneys received hereunder as pass-through funds on Subrecipient's Schedule of Expenditures of Federal Awards, and promptly after completion of the audit shall furnish Department with a written copy of all audit findings applicable to Subrecipient's Program or the Oregon Child Support Program (as defined in Section 6.a.) or notify Department in writing that the audit resulted in no findings applicable to Subrecipient's Program or the Oregon Child Support Program.

c. Compliance Audits. Subrecipient shall assist in all compliance audits of Subrecipient's Program or the Oregon Child Support Program conducted by Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, or their authorized representatives.

d. Accounting. Unless applicable federal law requires Subrecipient to utilize a different accounting system, Subrecipient shall create and maintain all fiscal records in accordance with generally accepted accounting principles and in sufficient detail to permit Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, and their authorized representatives, to verify how the Grant moneys were used.

e. Retention of Records. Subrecipient shall retain and keep accessible all books, documents, papers, and records (whether in electronic or hard copy form) that are directly related to this Agreement or the Grant moneys for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient shall retain the records until the questions are resolved.

f. Access to Records and Facilities. The Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, and their duly authorized representatives shall have access to the books, documents, papers and records (whether in electronic or hard copy form) of Subrecipient that are directly related to this Agreement or the Grant moneys provided hereunder, including but not limited to the books, documents, papers and records described in 45 CFR 305.65, for the purpose of making audits and examinations, including but not limited to audits required by 45 CFR Part 75, Subpart F. In addition, the Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Subrecipient shall permit authorized representatives of Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, and the federal Office of Child Support Enforcement to perform site reviews of all services delivered as part of the Program. Subrecipient or DA shall facilitate and participate in physical site reviews of DA's or Subrecipient's facilities, records storage facilities, or any Oregon Child Support Program facilities,

conducted by Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, the Internal Revenue Service, or their authorized representatives. Site reviews are scheduled on an 18-month rotation. On the basis of site reviews, specific corrective measures may be required of DA and Subrecipient where Subrecipient or DA is found noncompliant with applicable requirements of state or federal regulatory entities and may require a more frequent site review schedule.

g. Non-Disclosure and Confidentiality Obligations. Subrecipient and DA must comply with all non-disclosure and confidentiality obligations. Subrecipient and DA must comply with all applicable laws, including without limitation ORS 646A.600 through 646A.628, the Oregon Consumer Identity Theft Protection Act. The use and disclosure of case information and other confidential information is strictly limited to performance of the Services required under this Agreement.

Subrecipient and DA agree to comply with all reasonable requests to ensure the confidentiality and non-disclosure of the confidential information, including without restriction:

i. Obtaining confidentiality and non-disclosure agreements for every current and new employee, in a form approved by Department from each employee and agent who performs Services under this Agreement.

ii. Performing criminal background investigation inclusive of fingerprinting, on each employee and agent who perform services under this agreement.

h. Confidentiality. In operating the Program, Subrecipient and DA shall comply with 42 USC § 654(26), 26 USC § 6103, 45 CFR 303.21, ORS 25.260 and 412.094, OAR 137-055-1140, and all other applicable laws relating to confidentiality.

6. Coordination of State Plan Implementation and Administration.

a. Federal Coordination. The parties agree and acknowledge that the Program is part of the overall child support program administered by Department throughout the State of Oregon in accordance with the State Plan, ORS 25.080 and Title IV-D of the Social Security Act (the "Oregon Child Support Program"). The parties further agree and acknowledge that the director of the Department's Division of Child Support is the Oregon IV-D Director (the "Oregon Child Support Program Director") and that the Oregon Child Support Program Director is responsible for direct coordination of Oregon Child Support Program activities with other states and the federal government, and for necessary coordination with the United States Department of Health and Human Services. The parties further agree and acknowledge that the Department is responsible for communications, on behalf of the Oregon Child Support Program, with the federal government related to law, proposed or pending legislation, regulations, policies, and procedures concerning Title IV-D of the Social Security Act. If Subrecipient or DA wishes to communicate, on behalf of the Oregon Child Support Program, with the federal government regarding such matters, Subrecipient or DA, as the case may be, must consult with the Oregon Child Support Program Director prior to making such communication. Department will provide to Subrecipient and DA, in a timely manner, all relevant information concerning any new federal policies, requirements, and procedures relating to any aspect of child support or the Oregon Child Support Program. This Section 6.a. is not intended, and shall not be construed as giving, the Department the authority to prevent Subrecipient and DA from communicating with the federal government. Rather, the purpose of this Section 6.a. is to support the Oregon Child Support Program Director's responsibility to administer a coordinated Oregon Child Support Program, by making the Oregon Child Support Program Director aware of such communications on behalf of the Oregon Child Support Program.

b. Program Policy, Procedure, and Form Use. Department, Subrecipient, and DA shall cooperate in the creation, revision, maintenance, and use of procedures and forms relating to the Oregon Child Support Program that affects the parties to this Agreement. Subrecipient and DA shall follow all applicable policies and procedures and use forms that have been approved for legal sufficiency by program counsel.

c. Program Policy, Rule, and Legislative Coordination. Department, Subrecipient, and DA shall provide to each other party to this Agreement advance copies of policy and legislative proposals, including proposed administrative rules and draft legislation. If DA pursues legislation independent of the Oregon Child Support Program, DA will consult with the Oregon Child Support Program Director and coordinate such legislation with the Oregon Child Support Program Director to the fullest extent possible. Nothing herein seeks to preclude DA, either directly or through the Oregon District Attorneys Association, or any other party to this Agreement, from seeking or opposing legislation deemed to have an effect on that party. If Subrecipient or DA attempts to influence federal legislation, Subrecipient or DA shall file any reports required under the federal “Truth in Lobbying Act” (31 USC 1352) or other applicable federal law.

d. Information Systems Access and Database Coordination.

i. Subject to the conditions set forth below, Department shall provide DA and Subrecipient with access to the Department’s federally certified Child Support System, (“Origin”) or any federally certified successor system, via a mutually agreed connection, for computer terminals, printers and ancillary information technology equipment installed in the appropriate offices designated by DA or Subrecipient for the purpose of operating the Program. In connection with Origin access, Department shall provide Subrecipient and DA with the Department’s policies, procedures, and technical information regarding access to Origin; related and necessary software’ assistance in the installation of computer terminals, printers, and ancillary information technology equipment necessary to access Origin, as reasonably necessary, and; technical assistance, as reasonably requested, in accessing and using Origin programs and information in the database, including support for generation of automated forms, printer connectivity, and caseload distribution, all in accordance with the terms and conditions of this Agreement. Subrecipient and DA may access Origin and child support confidential information contained therein solely for the purpose and to the extent necessary to operate the Program and consistent with all federal and state laws, rules, regulations and policies including, but not limited to, those governing the confidentiality and security of the information contained in Origin. Department’s obligation to provide the DA and Subrecipient with access to Origin is subject to satisfaction of each of the following conditions precedent:

- (a) Origin is operational.
- (b) Provision of such access will not degrade the service provided to other users of Origin.
- (c) Subrecipient assumes the reasonable cost of providing the information systems and database service.
- (d) Subrecipient purchases, installs, and maintains, at its expense (except to the extent such expenses are Allowable Costs), computer terminals, printers, and other ancillary information technology equipment, necessary to access Origin, in a secured location and limits access to that location, to the equipment, and to the records of various State of Oregon agencies available in Origin to authorized Subrecipient and DA personnel who have a need to access Origin to operate the Program.
- (e) The computer technology and software used by Subrecipient and DA to access information in Origin is compatible with Origin computer technology configuration and will not adversely impact operation of the Oregon Child Support Program.

ii. Safeguards for Protecting Federal Tax Information. In operating the Program, Subrecipient and DA shall comply with IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities, specifically “Exhibit 7”, attached hereto as Exhibit B.1, and shall safeguard federal tax returns and return information. Any unauthorized disclosure or unauthorized access to federal tax information is subject to criminal and civil sanctions in IRS Publication 1075. For purposes of this Section 6(c)(ii), references in Exhibit B.1 to “Contract” are to this Agreement and references to “Contractor” are to Subrecipient and DA, collectively.

iii. Safeguards for protecting Federal Parent Locator Service (FPLS) data and child support confidential information. In operating the Program, Subrecipient and DA shall comply with the security requirements set forth in the OCSS Security Agreement regarding information systems that transmit,

store, and process National Directory of New Hires, Federal Parent Locator Service, and child support confidential information. Child support confidential information includes, but is not limited to, an individual's Social Security number, residential and mailing addresses, employment information, and financial information as set forth in CFR 303.21(a).

iv. Safeguards for protecting Personal Identifiable Information (PII). In operating the Program, Subrecipient and DA shall comply with the security and notification requirements set forth in the Oregon Consumer Identity Theft Information Act ORS 646A.600-622 regarding entities that own, license, maintain, store, manage, collect, process, acquire or otherwise possess personal information, and for vendors that provide services to covered entities. Confidential information includes, but is not limited to, an individual's Social Security number, residential and mailing addresses, employment information, financial information, and online account information as set forth in ORS 646A.602

v. Incident Response. Upon learning of any information security incident, the Subrecipient or DA shall immediately notify Department at the contact listed below:

(a) Child Support Program Security Incident Response Team during business hours at ChildSupportIncidentResponse@doj.state.or.us, or outside of business hours at 503-947-2667.

7. Department Obligations. In addition to Department's obligation to disburse the Grant moneys to Subrecipient in accordance with the terms and conditions of this Agreement, Department shall:

- a.** Act as the liaison to federal Office of Child Support Enforcement ("OCSS") with respect to the Oregon Child Support Program activities in Oregon.
- b.** Adopt administrative rules to govern and provide overall policy direction for the Oregon Child Support Program, after solicitation and consideration of DA suggestions and in consultation with Program stakeholders.
- c.** As necessary to meet federal requirements, conduct self-assessment audits of child support cases handled by the DA as part of the Program.
- d.** Prepare and submit to OCSS the reports required by 42 USC § 655 and 45 CFR § 301.15, with respect to overall Program activities in Oregon.
- e.** Based on and to the extent of information entered into Origin computerized database by DA or Subrecipient, maintain support payment records and provide billing, receipting, depositing, distribution, accounting, and record-keeping services for payments on all child support cases handled by the DA as part of the Program.
- f.** Provide certain centralized services for child support cases handled by the DA as part of the Program, including but not limited to, automated aspects of tax refund offset, financial institution data matching, income withholding, location of parents,
- g.** Encourage DA participation in committees, subcommittees, and workgroups formed by Department to consider and recommend changes to the Oregon Child Support Program to improve its operation.
- h.** Prepare and furnish to Subrecipient and DA copies of the quarterly federal 396 and 34A reports and the annual federal 157 reports and well as periodic reports on the performance of the Oregon Child Support Program on the performance measures that impact the Incentive Funding.
- i.** Prepare and submit to the applicable regulatory entity any required report with respect to relevant compliance activities in Oregon by the Oregon Child Support Program.
- j.** Develop, monitor, and certify annual training requirements for Subrecipient and DA staff who perform services under this agreement.

8. Reporting Requirements. In addition to any other reports required by applicable law, Subrecipient and DA shall submit to Department the following:

- a.** All information on the Program required by Department to complete and submit in a timely manner the reports identified in Section 7(d).
- b.** Information regarding all child support cases undertaken by DA or Subrecipient for entry into the data system used by Department for the provision of child support billing, collection, accounting, distribution, and automated child support activities.
- c.** Narrative information on all child support services provided by DA and Subrecipient, all child support actions taken by DA and Subrecipient, and significant contacts by DA and Subrecipient with parties involved in a child support case. This information must be entered electronically directly into Origin.

9. Subrecipient and DA Default.

a. Subrecipient shall be in default under this Agreement upon the occurrence of any of the following events:

- i.** Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein, and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice.
- ii.** Any representation, warranty, or statement made by Subrecipient in this cooperative agreement or in any documents or reports relied upon by Department to evaluate Subrecipient's compliance with this Agreement, the expenditure of Grant moneys, or the performance by Subrecipient under this Agreement is untrue in any material respect when made and Subrecipient does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice;
- iii.** Subrecipient (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due; (iii) makes a general assignment for the benefit of its creditors; (iv) is adjudicated as bankrupt or insolvent; (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (viii) takes any action for the purpose of effecting any of the foregoing; or
- iv.** A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of debts, of Subrecipient; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets; or (iii) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of 60 consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. DA shall be in default under this Agreement upon the occurrence of any of the following events:

- i.** DA fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice.

ii. Any representation, warranty or statement made by DA in this cooperative agreement or in any documents or reports relied upon by Department to evaluate DA's compliance with this Agreement, the expenditure of Grant moneys, or the performance by DA under this Agreement is untrue in any material respect when made and DA does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice;

10. Department Default. Department shall be in default under this Agreement upon the occurrence of any of the following events:

a. Department fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to DA within 30 days after the written notice; or

b. Any representation, warranty, or statement made by Department herein is untrue in any material respect when made and Department does not correct such inaccuracy and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to DA within 30 days after the written notice.

11. Termination.

a. **Department Termination.** Department may terminate this Agreement:

i. Upon 90 calendar days advance written notice to Subrecipient and DA;

ii. Effective upon written notice to Subrecipient and DA, if Department does not obtain funding, appropriations, and other expenditure authorizations from federal, state or other sources sufficient to satisfy its performance obligations under this Agreement, as determined by Department in the reasonable exercise of its administrative discretion;

iii. Effective upon written notice to Subrecipient and DA if Oregon statutes or federal laws, regulations, or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that the Department no longer has the authority to satisfy its performance obligations under this Agreement or no longer has the authority to provide the Grant moneys from the funding source it had planned to use;

iv. Upon 30 days advance written notice to Subrecipient and DA, if Subrecipient or DA is in default under this Agreement; or

v. Effective upon written notice to Subrecipient and DA, if any license or certificate required by law or regulation to be held by Subrecipient or DA to satisfy its performance obligations under this Agreement is for any reason denied, revoked, suspended, or not renewed.

b. **DA Termination.** After consultation with Subrecipient, DA may terminate this Agreement:

i. Upon at least 90 calendar days advance written notice to Department and Subrecipient;

ii. Effective upon written notice to Department and Subrecipient, if DA fails to receive from Subrecipient sufficient appropriations, limitations, or other expenditure authority to permit DA to satisfy its performance obligations under this Agreement, as determined by DA in the reasonable exercise of its administrative discretion;

iii. Upon 30 calendar days advance written notice to Department and Subrecipient, if Department is in default under this Agreement; or

iv. Effective upon written notice to Department and Subrecipient, if Oregon statutes or federal laws, regulations or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that DA no longer has the authority to satisfy its obligations under this Agreement.

c. **Subrecipient Termination.** After consultation with DA, Subrecipient may terminate this Agreement:

i. Upon at least 90 calendar days advance written notice to Department and DA;

ii. Effective upon written notice to Department and DA, if Subrecipient fails to receive sufficient funding from federal, state, or other sources to permit Subrecipient to satisfy its performance obligations under this Agreement, as determined by Subrecipient in the reasonable exercise of its administrative discretion;

iii. Upon 30 calendar days advance written notice to Department and DA, if Department is in default under this Agreement; or

iv. Effective upon written notice to Department and DA, if Oregon statutes or federal laws, regulations, or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Subrecipient no longer has the authority to satisfy its obligations under this Agreement.

12. Effect of Termination.

a. **Rights and Obligations.** Upon termination of this Agreement, all rights and obligations of the parties arising under this Agreement shall end, except those rights and obligations described in Section 12.b and 12.c.

b. **Final Incentive Award.** In the event that this agreement is terminated, Subrecipient's final Incentive Funding disbursement must be reviewed and approved by the Department to ensure Subrecipient has sufficient qualified expenses.

c. **Survival.** Notwithstanding Section 12.a., termination of this Agreement shall not affect Subrecipient's or DA's obligations under this Agreement or Department's right to enforce this Agreement against Subrecipient and DA in accordance with its terms, with respect to Grant moneys actually received by Subrecipient under this Agreement. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Subrecipient's and DA's representations and warranties, reporting obligations, obligations regarding use of the Grant moneys, record-keeping, audit, access and confidentiality obligations, obligations to comply with applicable federal requirements, or the Department's right to recover from Subrecipient, in accordance with the terms of this Agreement, any Grant moneys actually received by Subrecipient. In addition, termination of this Agreement shall not affect Department's obligation to reimburse Subrecipient, or Subrecipient's right to obtain reimbursement from Department, in accordance with and at rates set forth in Section 3.a. of this Agreement, for all actual Allowable Costs necessarily incurred and paid by Subrecipient or DA to operate the Program during the Funds Availability Period; provided, however, that Department shall have no obligation to reimburse any Allowable Costs more than two years after the date that Subrecipient incurred the cost. If a termination right set forth in Sections 10 or 11 of this Agreement is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

13. General.

a. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid to Subrecipient, the DA, or the Department at the address or number set forth below, or to such person or at such other addresses or numbers as a party may indicate by notice to all other parties pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5)

days after mailing. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system, or receipt of a reply email from the recipient. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Department:

Kate Cooper Richardson
Director, Oregon Child Support Program &
Division of Child Support
Oregon Department of Justice
1162 Court Street NE
Salem, OR 97301
Kate.Richardson@doj.state.or.us

Notices to DA and Subrecipient:

Justin W. Nelson
Morrow County District Attorney
P.O. Box 664
Heppner, OR 97836
jnelson@co.morrow.or.us

b. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

c. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

d. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Department (or any other agency or department of the State of Oregon) and another party to this Agreement that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

e. Compliance with Law. Subrecipient and the DA shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Subrecipient and the DA each expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the Program: (a) Title IV-D of the Social Security Act and its implementing federal regulations and all other applicable federal regulations and requirements; (b) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (c) ORS 659A.403, 659A.406, and ORS 659.145, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the operation of the Program; (d) ORS 659A.142; and (e) the federal laws described in Exhibit B, attached hereto

and incorporated herein by this reference. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or Program and required by law to be so incorporated. All employers, including Subrecipient and DA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

f. Assignment of Agreement, Successors in Interest.

(i) Neither Subrecipient nor the DA shall assign or transfer any interest in this Agreement, enter into any subcontracts for delivery of child support services or income withholding services (as described in Exhibit A), or subgrant any Grant moneys, without the prior written approval of Department. Any such assignment, transfer, subcontract or subgrant, if approved, is subject to such conditions and provisions as the Department may deem necessary. No approval by the Department of any assignment, transfer, subcontract, or subgrant shall be deemed to create any obligation of the Department in addition to those set forth in the Agreement nor will Department's approval of an assignment, transfer, subcontract, or subgrant relieve Subrecipient or the DA of any of its duties or obligations under this Agreement.

(ii) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

g. No Third Party Beneficiaries. Department, Subrecipient, and DA are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to any other person or entity unless such person or entity is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

h. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of a party to enforce a provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

i. Amendment. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and, when required, approved for legal sufficiency. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. Subrecipient and DA, by signature of its authorized representative, hereby acknowledge that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each party must notify the other parties of a change in the name or contact information of persons to whom notices are provided under Section 13.a by notice pursuant to Section 13.a. Notice of a change in name or contact information under Section 13.a is effective upon receipt by the other parties without need to amend this agreement.

j. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

k. Independent Contracting Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither Subrecipient nor the DA is an officer, employee, or agent of Department as those terms are used in ORS 30.265 or otherwise.

l. Force Majeure. No party shall be held responsible for delay or default caused by fire, civil unrest, natural causes, and war that is beyond that party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

m. Responsibility for Employees, Officers, and Agents. Subrecipient and DA shall be responsible exclusively, with respect to their respective employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and Public Employees Retirement System contributions. Subrecipient, DA, and

Department each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.300) only for the acts, omissions, or negligence of its own officers, employees, or agents.

n. Remedies not Exclusive. The remedies provided to a party, under the terms of this Agreement, for another party's breach of its obligations under this Agreement are not exclusive and are in addition to any remedies provided by law or in equity.

o. Contractor or Subrecipient Determination

In accordance with the State Controller's Oregon Accounting Manual, Policy 30.40.00.102, the DOJ's determination is that:

Recipient is a subrecipient; OR Recipient is a contractor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: Program No 93.563

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE

Authorized Signature: _____ Date: _____

Printed Name: Lisa M. Udland Title: Deputy Attorney General

DEPARTMENT OF JUSTICE DIVISION OF CHILD SUPPORT

Authorized Signature: _____ Date: _____

Printed Name: Kate Cooper Richardson Title: Director

MORROW COUNTY

BY: MORROW COUNTY GOVERNING BODY

Authorized Signature: _____ Date: _____

Printed Name: David Sykes Title: Chair, Board of Commissioners

BY: MORROW COUNTY DISTRICT ATTORNEY

Authorized Signature: _____ Date: _____

Printed Name: Justin W. Nelson Title: District Attorney

APPROVED FOR LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS.291.047

Email Approval June 14, 2023.

Printed Name: Samuel B. Zeigler Title: Senior AAG

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
EXHIBIT A
PROGRAM DESCRIPTION**

The Grant moneys are available to Subrecipient and DA, subject to and in accordance with the terms and conditions of this Agreement, solely to operate a child support program consisting of (a) the support services described in ORS 25.080(4) for any order or judgment that is or could be entered under ORS Chapter 107, 108, 109, 110, 416, 419B, or 419C; and (b) the limited income withholding services described in ORS 25.381. Subrecipient and DA must operate their child support program in accordance with the following procedural and operational requirements:

- 1.** The program must satisfy the requirements of Title IV-D of the Social Security Act, as set forth in: (a) the State Plan; (b) applicable Oregon Revised Statutes and Oregon Administrative Rules; and (c) applicable federal laws and regulations, specifically including Title IV-D of the Social Security Act (42 USC § 651 *et seq*) and Title 45 of the Code of Federal Regulations, Parts 300 to 399.
- 2.** Subrecipient and DA must make the child support services described above available to any person described in ORS 25.080 who requests such services and to whom DA is responsible for providing such services under ORS 25.080. In addition, Subrecipient and DA must make limited income withholding services under the provisions of ORS 25.381 available to an obligor or obligee who requests such services and to whom the DA is responsible for providing child support services under ORS 25.080.
- 3.** Subrecipient and DA shall comply with the following non-discrimination requirements:
 - a.** Neither Subrecipient nor DA shall, on the basis of race, color, religion, sex, national origin, language or dialect, creed, marital status, age, or the presence of any sensory, mental, or physical handicap:
 - i.** Deny an otherwise eligible individual services supported in whole or in part with Grant moneys.
 - ii.** Provide any services or other benefits, supported in whole or in part with Grant moneys, to an individual that are different, or are provided in a different manner, from those provided to other similarly situated individuals, except where necessary to accommodate the unique circumstances of the individual.
 - b.** Subrecipient and DA shall make available reasonable translation services for any individual described in ORS 25.080 who is not fluent in English and who requests translation services and with respect to whom the DA is responsible for providing such services under ORS 25.080. Necessary translation services are an Allowable Cost and therefore a permissible use of Grant moneys.

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
EXHIBIT B
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of Section 13.d, of the Agreement, in operating the Program, Subrecipient and DA shall comply with the following federal requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** Subrecipient and DA shall comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Subrecipient and DA expressly agree to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the Program: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended; (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (c) the Americans with Disabilities Act of 1990, as amended; (d) Executive Order 11246, as amended; (e) the Health Insurance Portability and Accountability Act of 1996; (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (h) all regulations and administrative rules established pursuant to the foregoing laws; and (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide services in violation of 42 USC 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Subrecipient and DA shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, and EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Subrecipient and DA shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations 40 CFR 32.100 to 32.145, which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Department, the United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency.
- 4. Energy Efficiency.** Subrecipient and DA shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C 6201 et. seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** Subrecipient and DA each certify, to the best of their knowledge and belief, that:

 - a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient or DA, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall

complete and submit Standard Form LLL “Disclosure Form to Report Lobbying” in accordance with its instructions.

- c. Subrecipient and DA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient’s and subcontractors shall certify and disclose accordingly.
- d. No part of any federal funds paid to Subrecipient and DA under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- e. No part of any federal funds paid to Subrecipient and DA under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by Agencies or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- f. The prohibitions in subsections (d) and (e) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction an any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- g. No part of any federal funds paid to Subrecipient and DA under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Resource Conservation and Recovery. Subrecipient and DA shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

7. Audits. Subrecipient and DA shall comply with the applicable audit requirements and responsibilities set forth in 45 CFR Part 75, Subpart F.

8. Debarment and Suspension. Subrecipient and DA shall not purchase goods or services in implementation of the Program from any person or entity listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 45 CFR Part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and

contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subrecipient and DA shall require all vendors with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

9. ADA. Subrecipient and DA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance, and operation of any structures, facilities, and in the conduct of all activities, services and training associated with the Program.

10. Pro-Children Act. Subrecipient and DA shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.)

11. National Voter Registration Act. Subrecipient and DA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993, which require voter registration opportunities to be offered where an individual may apply for or receive an application for public assistance.

12. Servicemembers Civil Relief Act. Subrecipient and DA shall comply with the Servicemembers Civil Relief Act (codified at 50 USC App 3901 et. seq.).

13. Access to Federal Taxpayer Information. If Subrecipient or DA enters into contracts or agreements to perform services for the review, maintenance, or storage of Program information or as defined in IRS Publication 1075-Exhibit 6, “Contractor 45-Day Notification Procedures,” Subrecipient or DA shall notify the Department of the intent to contract and provide the Department with the information necessary for the Department to issue a “Contractor 45-Day Notification” letter to the IRS Office of Safeguards no later than 45 days prior to the initiation of the work, in accordance with the provisions of IRS Publication 1075.

14. Access to Locations Containing Federal Taxpayer Information. If Subrecipient or DA enters into contracts or agreements to perform work in locations in which Subrecipient or DA conducts Program activities, provides Program services, or stores Program information, Subrecipient or DA shall include IRS Publication 1075-Exhibit 7, “Contract Language for General Services” in its contract or agreement with such persons, subcontractors, or entities in accordance with the provisions of IRS Publication 1075. Exhibit 7 language from the 2021 IRS Publication 1075 is incorporated under Exhibit B.1 of this Agreement.

15. The Federal Funding Accountability and Transparency Act (FFATA). FFATA is designed to increase transparency and improve the public’s access to federal government information. To this end, FFATA requires that executive compensation data be reported for all new federal grants funded at \$30,000 or more with an award date on or after October 1, 2015. As such, grants awarded by the Department are required to report executive compensation data as addressed in this grant award term. Subrecipient is required to complete and submit a FFATA certification form annually. The certification form will be provided by the Department in coordination with the Annual Letter. More detailed information regarding FFATA requirements can be located at <http://www.hrsa.gov/grants/ffata.html>.

EXHIBIT B.1
PUBLICATION 1075 EXHIBIT 7
CONTRACT LANGUAGE FOR GENERAL SERVICES - FEDERAL TAX INFORMATION (FTI)
SECURITY

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- (11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term “contractor” includes any officer or employee of the contractor with access to or who uses FTI, and the term “subcontractor” includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(4) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(5) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency’s security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency’s security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see [Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure](#)). The training on the agency’s security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS’ right of inspection shall include the use

of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

EXHIBIT B.2

GENERAL TERMS AND CONDITIONS

Except as noted otherwise, these Terms and Conditions (T&Cs) apply to all mandatory grant programs administered by the Administration for Children and Families (ACF). T&Cs can be found at [Post-Award Requirements](#). In addition to these T&Cs, please review the separate program-specific Supplemental T&Cs for each program.

By acceptance of the individual awards, each grant recipient and subrecipient agrees to comply with these T&Cs. Failure to comply may result in disallowances, restricted drawdown, withholding of future awards, and deferral of claims for Federal Financial Participation (FFP) of the grant. The first draw down or request for award funds from HHS Division of Payment Management Services (PMS) constitutes acceptance of the T&Cs under the grant award.

Important websites:

- *ACF website:* <https://www.acf.hhs.gov/>.
- *ACF Post-Award Requirements:* <https://www.acf.hhs.gov/grants/post-award-requirements>.
- *Appropriations:* <https://crsreports.congress.gov/>.
- *General and Permanent Laws:* United States Code (U.S.C.), <https://uscode.house.gov/>.
- *HHS website:* <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>.
- *Regulations:* Electronic Code of Federal Regulations (e-CFR), <https://www.ecfr.gov/> or the new beta eCFR at <https://ecfr.federalregister.gov/>.
- *U.S. Federal Legislative Information:* <https://www.congress.gov/>.

ADMINISTRATION FOR CHILDREN AND FAMILIES

MANDATORY FORMULA, BLOCK AND ENTITLEMENT GRANT PROGRAMS

Catalog of Federal Domestic Assistance (CFDA) Program No. varies, see program specific Supplemental Terms and Conditions

APPLICABLE LEGISLATION, STATUTE, REGULATIONS

1. Effective December 2014, the Department of Health and Human Services (HHS)-specific implementing regulations of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is codified at **45 CFR Part 75**.

- a. The following provisions apply to all mandatory grant programs:
 - i. Subpart A – Acronyms and Definitions
 - ii. Subpart B – General Provisions
 - iii. Subpart D – Post Federal Award Requirements only portions apply to all:
 1. 45 CFR §75.303 – Internal Controls
 2. 45 CFR §75.351 through §75.353 – Subrecipient Monitoring and Management.
- b. Please see the program specific Supplemental Terms and Conditions as exceptions do apply to some ACF grant programs.

- c. Unless otherwise stated, grant recipient and subrecipient must refer to the HHS-specific language in 45 CFR Part 75 rather than 2 CFR Part 200.
2. Additional federal regulations:
- a. **2 CFR Part 25** – Universal Identifier and System for Award Management
 - b. **2 CFR Part 170** – Reporting Subaward and Executive Compensation Information
 - c. **2 CFR Part 175** – Award Term for Trafficking in Persons
 - d. **2 CFR Part 176** – Award Terms for Assistance Agreements that include Funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5
 - e. **2 CFR Part 180** – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)
 - f. **2 CFR Part 376** – Nonprocurement Debarment and Suspension
 - g. **2 CFR Part 382** – Requirements for Drug-Free Workplace (Financial Assistance)
 - h. **31 U.S.C. §3335, §6501, and §6503** (see also **31 CFR Part 205** – Rules and Procedures for Efficient Federal-State Funds Transfers) – Cash Management Improvement Act
 - i. **45 CFR Part 16** – Procedures of the Departmental Grant Appeals Board
 - j. **45 CFR Part 30** – Claims Collection
 - k. **45 CFR Part 80** – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964
 - l. **45 CFR Part 81** – Practice and Procedure for Hearings Under Part 80 of this Title
 - m. **45 CFR Part 84** – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance
 - n. **45 CFR Part 86** – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance
 - o. **45 CFR Part 87** – Equal Treatment for Faith-Based Organizations
 - p. **45 CFR Part 91** – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance
 - q. **45 CFR Part 93** – New Restrictions on Lobbying
 - r. **45 CFR Part 95** – General Administration – Grant Programs
 - s. **45 CFR Part 100** – Intergovernmental Review of Department of Health and Human Services Programs and Activities
3. Statutory and national policy requirements:
- a. *Human Trafficking Provisions.* These awards are subject to the requirements of Section 106(g) of the “Trafficking Victims Protection Act of 2000” (22 U.S.C. 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.
 - b. *Mandatory Disclosures.* These awards are subject to the requirements in 31 U.S.C. 3321, 41 U.S.C. 2313, and provisions found in Federal regulations at 45 CFR §75.113 and Appendix XII of this part, and 2 CFR Parts 180 and 376 for debarment and suspension. Non-Federal entities must disclose all violations of Federal criminal

law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to comply may result in any noncompliance remedies, including debarment and suspension.

ACF is required to review and consider information about any current or potential recipient, subrecipient, contractor, or subcontractor contained in the Federal Awardee Performance and Integrity Information System (FAPIS) (<https://www.fapiis.gov>) and System for Award Management (SAM). Non-Federal entities may review and comment on any information about itself that has been entered into FAPIS. ACF will consider any comments by the non-Federal entity, in addition to other information in FAPIS to judge the grant recipients integrity, business ethics, and record of performance under Federal awards when completing its review of risk.

c. Micro-purchase and Simplified Acquisition Threshold for Financial Assistance. “Due to statutory changes set forth in the National Defense Authorization Act for Fiscal Year 2018, which became law on December 12, 2017, the threshold for micro-purchases is now set at \$10,000, and the threshold for simplified acquisition is now \$250,000. In accordance with 41 U.S.C. § 1902(f), changes to the thresholds are not effective until implemented in the Federal Acquisition Regulations (FAR). However, pursuant to [2 CFR §200.102](#), OMB has issued an exception to allow grantees [recipients] to use these higher thresholds in advance of revisions to the FAR at 48 CFR Subpart 2.1 and the Uniform Guidance. Further, the National Defense Authorization Act for Fiscal Year 2017, which became law on December 23, 2016, establishes a uniform process by which institutions of higher education, or related or affiliated nonprofit entities, nonprofit research organizations or independent research institutes can request a micro-purchase threshold above \$10,000. Prior to requesting a higher threshold, please contact the Grants Management Specialist (GMS) identified on your Notice of Award (NoA) or award letter for instructions to submit the request.”

d. Non-Discrimination Legal Requirements for Recipients of Federal Financial Assistance. You must administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

- You must take reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.
- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.
- HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.

- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, *see* <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

e. *Posting Federally Funded Disclaimer Language on Documents*. In accordance with Section 505 of Public Law 115-31, the Consolidated Appropriations Act of 2017 is applicable to the mandatory grant programs. “When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds included in this Act, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.”

f. *Prohibition on Expending HHS Award Funds for Covered Telecommunications Equipment or Services as Per 2 CFR §200.216*. Effective August 13, 2020, 2 CFR §200.216 applies to all grant programs. "Prohibition on certain telecommunications and video surveillance services or equipment."

(a) As described in 2 CFR 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

(1) Procure or obtain,

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.”

g. *Salary Limitation – Federal Executive Level II*. Federal funds for these grant programs consistently include a provision as part of the Consolidated Appropriations Act (e.g., Public Law 115-31, May 5, 2017) from Congress that the amount that “shall be used to

pay the salary of an individual, through a grant or other extramural mechanism” including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/executive-senior-level> under the “Rates of Pay for the Executive Schedule” link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

i. Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the “Federal Funds Accountability and Transparency Act of 2006” (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsr.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

- h. Smoking Prohibitions. In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

The above language must be included in any subawards that contain provisions for children’s services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING

4. Some mandatory grant programs require the grant recipient to provide a portion of program funding, as specified in Federal law. Please see the program specific Supplemental Terms and Conditions for the requirements.

5. Insular Areas. For any program that (a) requires a non-Federal share of program funding and (b) is available to several identified grant recipients, under the provisions of 48 U.S.C. 1469a.(d), as amended, the Insular Areas, defined as American Samoa, Guam, the Northern Mariana Islands and the U.S. Virgin Islands, are not required to provide up to \$200,000 of the non-Federal share of program funding. If, in any fiscal year, the non-Federal share exceeds \$200,000, the statutory Federal /non-Federal funding rates for that program will apply to all expenditures that exceed that threshold.

FINANCIAL REPORTING

6. Federal funds awarded under this grant must be expended for the purposes which they were awarded and within the time period allotted. Grant recipients are required to file periodic financial or program specific expenditure reports either quarterly or annually for each program. Please see the program specific Supplemental Terms and Conditions for the requirements.

7. Electronic Submissions. Reports must be submitted electronically. Paper copies will not be accepted. ACF mandatory grant recipients must submit periodic financial reports through two separate online reporting systems. Each system is secure requires individuals to use a PIN, username, and password.
- a. GrantSolutions On-Line Data Collection (OLDC) system is the online reporting mechanism and is located at <https://grantsolutions.gov>. The GrantSolutions Help Desk is open on Monday through Friday from 7:00 am to 8:00 pm ET (except for Federal Holidays). You may reach the Help Desk at 1-866-577-0771, 202-4015282, or help@grantsolutions.gov.
 - b. HHS Payment Management System (PMS) is the online payment management mechanism and is located at <https://pms.psc.gov>. The PMS Help Desk is open Monday through Friday from 7:00 am to 9:00 pm ET (except Federal Holidays). You may reach the Help Desk at 1-877-614-5533 or PMSSupport@psc.gov.
8. Obligation Period/Funding Period. Unless superseded by program specific statute or regulations or by other ACF program specific policies, the obligation period will start on the first day of the Federal fiscal year for which the award is being issued (regardless the issue date of that award) and the deadline for obligating Federal funds for mandatory grant programs is the last day of the following fiscal year for which the award is issued.
9. Liquidation Period. Unless superseded by program specific statute or regulations or by ACF policy, the deadline for liquidating Federal funds is 90 days after the end of the obligation period/funding period (or as specified in a program regulation).

PROGRAM REPORTING

10. Please see the program specific Supplemental T&C for the program reporting requirements.

PROPERTY REPORTING

11. Real property (see limitation under item 12 within this T&C), tangible personal property, and intangible property, that are acquired or improved with a Federal award must be held in trust by the recipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. ACF requires the recipient to record liens or other appropriate notice of record to indicate the personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property. Unless program regulations, program-specific supplemental T&Cs, or other program guidance say otherwise, recipients are required to follow the property standards outlined under 45 CFR §§75.316 – 75.323. States must follow their own state property standards. The following are the real property and tangible personal property guidance and reporting requirements. For additional information, please see the ACF [Property Guidance](#) pages.

12. Real Property Reports (SF-429s), OMB Control No. 4040-0016. ACF Real Property guidance is located at <https://www.acf.hhs.gov/real-property>. There are only a few ACF grant programs that have explicit statutory authority to allow, with written approval, to use federal funds to purchase, construct, and/or renovate real property. Please see program-specific supplemental T&Cs and the [Applicable ACF Grant Programs with Real Property Authority](#) list for this authority. When real property is used for these purposes, a Federal interest is established. This interest does not expire. So long as a Federal interest remains, the title holding recipient (and on behalf of subrecipients) must submit a report on the property annually in GrantSolutions OLDC. **Only reports submitted in GrantSolutions OLDC are considered official submissions.** ACF requires the recipient to submit real property reports and requests about real property that is proposed or was purchased/acquired,

constructed, and/or made major renovations with federal funds. Recipients are responsible for submitting these reports on behalf of their subrecipients.

In accordance with program specific requirements, recipients (and on behalf of subrecipients) are required to submit the OMB approved Real Property Status Report SF-429 and Attachments, in which there is a Federal interest. The collection of SF-429 forms must be used for awards that establish a Federal interest on real property. Overview of forms are as follows:

- a. **SF-429.** The Cover Page must be submitted along with the other SF-429 Attachments (A, B, and C). GrantSolutions OLDC automatically adds the cover page to the Attachment.
- b. **SF-429 Attachment A.** The Annual General Report is due annually and follows the same reporting cycle as the annual Federal Financial Report or program specific Expenditure Report.
- c. **SF-429 Attachment B.** The Acquire or Improve Request may be submitted at any time to request prior approval to use federal funds to acquire or improve property. The submission of this form, with supporting documentation, in GrantSolutions OLDC is the official starting point for any prior approval request to purchase, construct, and/or major renovation project for real property.
- d. **SF-429 Attachment C.** The Disposition or Encumbrance Request may be submitted at any time to request disposition instructions. The submission of this form, with supporting documentation, in GrantSolutions OLDC is the official starting point for any prior approval disposition or encumbrance requests. When the property is no longer needed, the recipient (and on behalf of subrecipients) must submit in GrantSolutions OLDC a request for disposition instructions. OGM must be consulted and confirm the percentage of participation (federal interest) before any payment is remitted on a property. ACF will review and make a decision on one of the three standard OMB disposition options described under 45 CFR §75.318(c) to eliminate the Federal interest. The recipient (and on behalf of subrecipient) are required to compensate ACF for its share by remitting payment when real property is sold or retained. Payment must be received and confirmed before ACF can release the federal interest on the property. For more information, see [Remit Payment](#) guidance.

Please note that for the SF-429 Attachment B and C, the appraised value is the current fair market value based on the appraisal (no more than three years old) conducted by an independent certified appraiser.

13. *Tangible Property Report (SF-428s)*, OMB Control No. 4040-0018. ACF Real Property guidance is located at <https://www.acf.hhs.gov/tangible-personal-property>. Recipients and subrecipients that purchase any tangible personal property (e.g., equipment with a unit cost of \$5,000 or more and residual supplies with an aggregate fair market value exceeding \$5,000) under the grant award are required to submit the OMB approved Tangible Personal Property form SF-428. The SF-428 is a standard form used to collect information related to tangible personal property. Unless otherwise directed in the program-specific supplemental T&Cs, grant programs are required to submit the SF- 428s. Recipients are required to submit the forms on behalf of subrecipients. A state, as defined by 45 CFR §75.2, must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Overview of the forms are as follows:

- a. **SF-428.** The Cover Page must be submitted along with the other SF-428 Attachments (B, C, and S).
- b. **SF-428 Attachment A.** The Federally Owned Property Annual Report is **not applicable to ACF grant programs**.
- c. **SF-428 Attachment B.** The Final/Award Closeout form on Acquired Equipment purchased with Federal Funds is due at the end of a Federal Assistance Award. This form may not

apply to some mandatory grant programs. Please see program-specific supplemental T&Cs for applicability and exceptions.

- d. SF-428 Attachment C.** The Disposition Request form on Acquired Equipment is due at any time other than award closeout. The submission of this form, with the SF-429 cover page and supporting documentation, to OGM is the official starting point for any prior approval disposition request. OGM must be consulted and confirm the percentage of participation (federal interest) before any payment is remitted on the property. Recipients (and on behalf of subrecipients) are required to compensate ACF for its share by remitting payment when equipment is sold or retained. Payment must be received and confirmed before ACF can release the federal interest on the property. For more information, see [Remit Payment](#) guidance.
- i. SF-428 Attachment C Guidance: For item “1. Request Disposition Instructions for:” when the disposition request is for equipment with a current fair market value (FMV) of:
- \$5,000 or more:
 - Select one of the two options listed.
 - Add a comment in line 4 (if necessary), and
 - Provide the SF-428 S or other supporting documentation regarding the request.
 - \$5,000 or less:
 - Add a comment in line 4 that:
 - The current FMV is less than \$5,000, and
 - The disposition option requested: 45 CFR §75.320(e)(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the HHS awarding agency.
 - Provide the SF-428 S or other supporting documentation regarding the request.
- e. SF-428 Attachment S.** The Supplemental Sheet may be submitted with the SF-428 Attachment B or C to provide additional information.

GRANT PAYMENTS

14. *Payment.* All grant program payments will be made available through the HHS PMS. Questions pertaining to payments should be directed to: HHS Division of Payment Management, P.O. Box 6021, Rockville, MD, 20852, or PMS Help Desk at 877-6145533, or PMSSupport@psc.gov. Other questions should be directed to the ACF contact listed on the NOA or program-specific supplemental T&Cs.

15. *Returning Funds/Interest.* Unless otherwise directed in the financial or program specific expenditure report, the HHS Program Support Center (PSC) serves as a centralized point for returning grant interest and funds according to established federal law, policies, procedures, and regulations. PMS prefers that repayment be completed as an electronic transfer or by check. Please refer to the PSC Returning Funds/Interest instructions at: <https://pms.psc.gov/grant-recipient/returningfunds.html>.

SUB-RECIPIENTS AND SUBCONTRACTING MONITORING AND MANAGEMENT

16. According to the Applicability table in 45 CFR §75.101(b)(1), and the exceptions described in §§75.101(d) and (e), all grant programs must comply with the Subrecipient Monitoring and Management requirements described in subpart D, §§75.351 - .353.
17. The prime recipient is the entity that receives a Federal award directly from ACF. Prime recipients are responsible for flowing down the General T&Cs in this document as applicable, see *Subrecipient Monitoring* as follows for more information.
18. *Debarred or Suspended.* No entity may participate in these programs in any capacity or be a recipient of Federal funds designated for these programs if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs or activities. Please see Executive Orders 12549 and 12689, as well as 2 CFR Parts 180 and 376 for debarment and suspension provisions. Grant recipients must include a similar T&C for all subawards or contracts awarded under these programs. Prior to issuing subawards or contracts under this grant, the grant recipient (pass-through) must review information available through the System for Award Management, <https://www.sam.gov>, to determine whether an entity is ineligible.
19. *Subrecipient and Contractor Determinations.* Grant recipients are required to make case-by-case determinations whether the substance of an agreement creates a Federal assistance relationship (subaward) or a procurement relationship (contract) in accordance with 45 CFR §75.351. The presence of one or more characteristics may not be present in all cases; as such, the grant recipient must use judgment as the substance of the relationship is more important than the form of the agreement. ACF may also supply and require recipients to comply with additional guidance to support these determinations.
- a. **Subrecipients.** “A subaward is for the purpose of carrying out a portion of a Federal program and creates a Federal assistance relationship with the subrecipient.” According to 45 CFR §75.101(b)(1), the T&Cs of Federal awards flow down to subawards of subrecipients unless a particular section of 45 CFR Part 75 or the program-specific supplemental T&Cs of the Federal award specifically indicates otherwise.
- “Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:
- i. Determines who is eligible to receive Federal assistance;
 - ii. Has its performance measured in relation to whether objectives of a Federal program were met;
 - iii. Has responsibility for programmatic decision making;
 - iv. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
 - v. In accordance with its agreement, **uses the Federal funds to carry out a program for a public purpose specified in authorizing statute**, as opposed to providing goods and services for the benefit of the grant recipient.”
- Please note that as a long standing ACF OGM policy any State, local, Tribal, or Territorial governments providing a service to a pass-through entity must be considered a subrecipient.*
- b. **Contractors.** “A contract is for the purpose of obtaining goods and services for the grant recipients own use and creates a procurement relationship with a contractor.” The phrase “goods and services” are considered routine items and activities that are intended for the direct benefit or use by the grant recipient. Examples of routine "goods" are tangible items such as supplies (e.g., pens, paper, and folders) and equipment (e.g., computers and copiers) for the

sole use by the grant recipient. Examples of routine "services" are activities provided, such as janitorial and building maintenance services for the grant recipient. "Good and services" are not intended to carry out (in whole or part) a public purpose, unless specifically authorized by law.

“Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

- i. Provides the goods and services within normal business operations;
- ii. Provides similar goods or services to many different purchasers;
- iii. Operates in a competitive environment;
- iv. Provides goods or services that are ancillary to the operation of the Federal program; and
- v. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.”

For more information, see item 20. *Contract Monitoring* in this General T&C.

20. *Contract Monitoring.* Grant recipients are responsible for ensuring that contracts contain the applicable provisions described in Appendix II of 45 CFR Part 75. The grant recipient is responsible for oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of the contract or purchase order. Records must be maintained by the grant recipient and be sufficiently detailed for compliance.

21. *Fixed amount subawards.* A fixed amount award cannot be used in programs which require mandatory cost sharing or matching in accordance with 45 CFR §75.201(b)(2). Most grant programs require the grant recipient to provide a portion of program funding, as specified in Federal law. Please see the program-specific supplemental T&Cs for the cost sharing or matching (non-Federal share) requirement.

22. *Indirect Cost.* In accordance with 45 CFR §75.352(a)(4), pass-throughs must recognize the approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government, or if no such rate exists, either a rate negotiated between the prime recipients and subrecipient, or provide a 10 percent de minimis indirect cost rate as defined in 45 § 75.414(f).

23. *Subrecipient Monitoring.* Pass-through entities are required to advise subrecipients of requirements imposed on them by Federal laws, regulations, and the provisions of grant agreements as well as any supplemental requirements imposed by the pass-through entity. These include grant administrative and audit requirements (where applicable) under 45 CFR Part 75. The prime recipient must conduct a risk assessment of subrecipient(s) in accordance with [45 CFR §75.352\(b\)](#). Additionally, all subrecipient(s) must obtain a DUNS number, or after government-wide implementation, a Unique Entity Identifier assigned by the SAM, if they do not already have one. Prime recipients are required to check the SAM to verify that the subrecipient(s) is/are not debarred, suspended, or ineligible. The pass-through entities are responsible for monitoring the activities of the subrecipient to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the T&Cs of the subaward, and that subaward performance goals are achieved. “Monitoring by the non-Federal entity must cover each program, function and activity.” See 45 CFR [§§75.342](#) and [75.352](#). Records must be maintained by the pass-through entity and be sufficiently detailed for compliance. For more information, see item 3.g.i. *Salary Limitation – Federal Executive Level II: Federal Funds Accountability and Transparency Act (FFATA) Requirements* in this General T&C.

Should a subrecipient perform unsatisfactorily, the prime recipient is responsible for remedying subrecipient issues. Prime recipients of an award will be legally accountable to ACF for performance of the project or program. Prime recipients will be held solely responsible in the event of non-

compliance by a subrecipient. The prime recipient will be held accountable for cost disallowances regarding subawarded funds. If requirements of the program cannot be met due to subrecipient issues, ACF may need to take one or more of the actions listed under 45 CFR § 75.371-.375.

AUDITS

24. The recipient must arrange for the conduct of audits as required by 45 CFR 75 Part F. Prime recipient must verify that any subrecipients that, per [45 CFR §75.501](#), expend Federal funds totaling \$750,000 or more during the course of its fiscal year must arrange for a financial audit in compliance with the requirements of 45 CFR Part 75 Subpart F. See [45 CFR §75.352\(f\)](#).

a. **For-profit subrecipients.** Unless stated otherwise in regulation, guidance, or program-specific supplemental T&Cs, the Subpart F does not apply to for-profit subrecipients. At a minimum, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance requirements for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. Please see 45 CFR §§75.352 and 75.501(h).

EFFECTIVE PERIOD

The General T&C and each of the program-specific supplemental T&Cs are effective on the date shown in the footer at the bottom of the respective pages. Each T&C supersedes all previous similar T&Cs and will remain in effect until updated. All T&Cs will be updated and reissued as needed, or when a new statute, regulation or other requirement is enacted, or any of the applicable existing Federal statutes, regulations, policies, procedures or restrictions is amended, revised, altered, or repealed.

POINTS OF CONTACT

Points of contact for additional information or questions concerning either the operation of the program or related financial or grant matters may be found on the NOA. The Program Office contact handles the programmatic specific needs such as program intent, goals and objectives. Whereas, the OGM contact typically handles any business, financial, and administrative activities such as budget revisions, prior approval requests, and closeouts.

IMPORTANT ADDRESSES

Administration for Children and Families
Office of Grants Management
330 C Street, SW. Mailstop 3127
Washington, DC 20201

OIG HOTLINE

The Office of the Inspector General of the U.S. Department of Health and Human Services maintains the OIG Hotline, a system for reporting allegations of fraud, waste, abuse and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed by a professional staff member and will remain confidential; you need not provide your name. Information provided through the website is secure and all information is safeguarded against unauthorized disclosure. Report the possible misuse of federal funds by phone or online. Please provide as much detailed information as possible in your report.

Online: <https://oig.hhs.gov/report-fraud>
Phone: 800-HHS-TIPS (800-447-8477)
TTY: 800-377-4950
Fax: 800-223-8164

If you are a provider, HHS contractor, HHS recipient or subrecipient and want to self-disclose potential fraud in HHS programs, please visit the *self-disclosure* webpage at:
<https://oig.hhs.gov/compliance/self-disclosure-info/index.asp>.

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
EXHIBIT C
ANNUAL LETTER**

April _____,
_____ County

District Attorney Family Support Office:

The Oregon Child Support Program is required by the Code of Federal Regulations (CFR) Title 45, Part 75 to determine if subrecipients meet requirements and are in compliance with federal laws and regulations. This letter requests information and documentation that will be used for monitoring compliance. Please complete the information required in reference to the following federal grant:

Grant Name: Child Support Enforcement Program Grant

Fiscal Year: July 1, _____ – June 30, _____.

Catalog of Federal Domestic Assistance (CFDA): Program No 93.563

Federal Award Identification: _____ORCSES

45 Code of Federal Regulations (CFR): Parts 300 through 308

Grant Agency: United States Department of Health and Human Services

Period of Performance Start and End Date: From October 1, _____ to September 30, _____.

Award is not Research and Development (R&D)

Indirect Cost Rate: per CFR 75.414 (approved plan or federal de minimus)

Single Audit Threshold: \$750,000

*Please read carefully to determine which sections you are required to complete. Please include any requested information or documentation when returning this document.
Indicate your county name in each section of the form as provided.
Return no later than May 31, _____, to the address above or via electronic copy to CSPInvoicing@doj.state.or.us.*

Section A: If all the statements are true, sign and date the certification, then skip to Section C.

Section B: Complete this section if there were findings with your single audit or it has not yet been completed, then go to Section C.

Section C: All subrecipients must complete this section. The information is used in connection with the Oregon Child Support Program subrecipient review and monitoring process.

Section D: All subrecipients must complete this section pursuant to the Fiscal Federal Funding Accountability and Transparency Act.

If you have questions about this form or required documents, please contact:

Cindy Milner | 503-947-4307 | CSPInvoicing@doj.state.or.us

SECTION A

County _____

Subrecipient Audit Certification

I hereby certify that for fiscal year ending June 30, _____ all of the following three statements are true:

Financial statements received an unqualified opinion from our independent certified public accountants; and

- The administration of our federal projects has been audited in accordance with CFR Title 45 Part 75, and there were no material instances of noncompliance with federal laws and regulations or reportable conditions; and

- There were no findings in the single audit report that are specifically related to awards from the Oregon Child Support Program.

Printed Name

Signature

Title

Date

SECTION B

County _____

Subrecipient Audit Findings or Audit Not Completed

Please check the correct line and attach all appropriate documents, as of June 30 :

- We have completed our CFR Title 45 Part 75 single audit, and material noncompliance issues and/or reportable conditions were noted. A copy of the audit report and our response is attached.

- There were findings in the single audit report that are specifically related to a prime award from the Oregon Child Support Program. A listing of awards and explanations of the findings as they relate to the prime award are attached.

- We have not completed our CFR Title 45 Part 75 single audit. Within 30 days of completion, we will provide the positive certifications in Section A, or a response in Section B. (Enter date the audit is expected to be completed here):

- Our County did not expend \$750,000 or more in federal awards during the related fiscal year; therefore, we are not subject to a CFR Title 45 Part 75, single audit.

Printed Name

Signature

Title

Date

Subrecipient Financial Questionnaire

There are several methods available to the pass-through entity, the Oregon Child Support Program, for monitoring grant fund subrecipients. Virtual monitoring and the annual questionnaire will be used by the program this year. If your office receives notice of a virtual monitoring information request, you will receive additional information at least 30 days prior to the due date. Whether or not you are scheduled for an additional review by virtual monitoring, the following questionnaire must be completed and returned to the program by May 31, 20_

INTERNAL CONTROLS	YES	NO	N/A	If no, please provide an explanation
Expenditures are approved by a manager familiar with Title 45 of the Code of Federal Regulations (Child Support Code of Federal Regulations).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures are posted to the accounting record as they occur. The accounting record tracks expenditures against the approved budget.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures are charged to the grant on a cash basis only. No accruals are included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures over \$5,000 for a single item and any facility change, major office reconfiguration, remodel costs, or projects have been preapproved by the program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Documentation sufficient to determine the nature of grant expenditures and their allowability is kept as a part of the financial record.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Financial records are retained for a period of three years after the close of each annual grant. The Child Support Program grant is open for two years after the closing date, resulting in five years total retention.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

INDIRECT/DIRECT COST ALLOCATION PLAN	YES	NO	N/A	If no, please provide an explanation
A cost allocation plan for the county's central costs is used throughout the county and a copy of the current plan is available to the program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

EQUIPMENT INVENTORY & DISPOSITION	YES	NO	N/A	If no, please provide an explanation
Controls are in place to protect assets acquired with federal funds (loss, damage, theft).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Property and equipment inventory records are maintained including description, serial number, acquisition date and cost, and disposal date and cost.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Adequate maintenance procedures keep the property in good condition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
When electronic equipment is disposed of, all information is wiped from any hard drives or the hard drive is destroyed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
When assets are disposed of, any income is reported to the program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

PROGRAM INCOME/REVENUE	YES	NO	N/A	If no, please provide an explanation
All program income is declared on the grant expenditure reimbursement request as either a reduction of expense or as income.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

PROGRAM INCOME/REVENUE	YES	NO	N/A	If no, please provide an explanation
CONTRACTS	YES	NO	N/A	If no, please provide an explanation
Contracts for the program contain description of service, estimate of time, rate of compensation, and termination provisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Contracts are monitored to ensure that services were rendered.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Efforts made to solicit price or rate quotations from an adequate number of sources, unless only available from a single source.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Prepared By

Date

Signature of County Child Support Program Representative

Date

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

Section D:

FFATA is designed to increase transparency and improve the public’s access to federal government information. To this end, FFATA requires that executive compensation data be reported for all new federal grants funded at \$30,000 or more with an award date on or after October 1, 2015. As such, grants awarded by the Oregon Department of Justice Division of Child Support (DCS) are required to report executive compensation data as addressed in this grant award term.

The certifications enumerated below represent material facts upon which DCS relies when reporting information to the federal government required under federal law. If DCS later determines that the subrecipient knowingly rendered an erroneous certification, DCS may pursue all available remedies in accordance with Oregon and U.S. law.

Signer further agrees that it will provide immediate written notice to DCS if at any time Signer learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances.

If the Signer cannot certify all of the statements contained in this section, Signer must provide written notice to DCS detailing which of the below statements it cannot certify and why.

More detailed information regarding FFATA can be located at <http://www.hrsa.gov/grants/ffata.html>.

<u>Subrecipient Information</u>			
	Legal Name of Subrecipient		
Street Address	City	State	Zip

<u>FFATA Contact # 1</u>	
Name	
Email	
Phone	

<u>FFATA Contact # 2</u>	
Name	
Email	
Phone	

ZIP Code: 9-digits Required www.usps.com

--	--	--	--	--	--	--	--	--	--

Unique Entity ID (UEI): 12-characters Required www.Sam.gov

(Unique Entity ID is currently located below the DUNS Number on your entity registration record at Sam.gov)

--	--	--	--	--	--	--	--	--	--	--

State of Oregon Tax Identification Number (TIN) 9 Digits

--	--	--	--	--	--	--	--	--	--

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

Did your organization have a gross income, from all sources, of less than \$300,000 in the previous tax year?

Yes (skip questions "A", "B", and "C" and finish the certification)

No (answer questions "A" and "B")

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example: *John Blum: \$500,000; Maria Redd: \$450,000; Alex Rodriguez: \$425,000; Eric Gant: \$400,000; Sally Tom: \$300,000*

As the duly authorized representative (Signer) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Printed Name of Authorized Representative

Signature of Authorized Representative

Title of Authorized Representative

Date

Quartile Weed Report

Mid May

- Sprayed Lexington Airport
- Code Enforcements in Boardman
- Worked on Various weed issues with Ranchers and some Farmers
- Worked on storage issues with Mormon Cricket insecticide
- Sprayed Roadside (221 Miles for the Month)

June

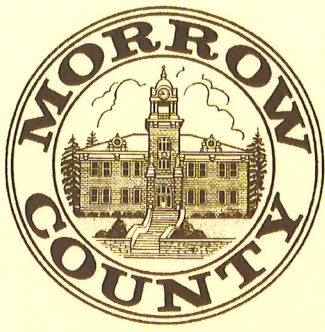
- Met with Lone Agronomy, Discussed Chemicals and Farmer weed issues with roadsides
- Attend 3 Hour zoom Meeting (Public Treasury and Best Practices)
- Visited the City of Boardman and entered a new IGA under the MORE Agreement for spraying
- Addressed some weed complaints in Heppner
- Field day with ENVUE Satelytics for Mapping Weeds and Uploading data for Imagery
- Met with Soil & Water several times (Weeds at Windmill sites) (Annual Grass Project)
- Developed cost analysis for Various weed projects.
- Attended Soil & Water Conservation District Board Meeting and gave a Weed report.
- Met with Gilliam County and ODOT to spec out trucks for next Spray Pickup.
- Several Days Field work on Scotch Thistle
- Attended Grant County Field Day with local SWCD & ODFW Hosted by ENVUE
- Sprayed Stock Pile Sites and Pitts
- Sprayed for the City of Heppner (Fire Hall)
- Worked on viable Arial Applicators for Morrow County

July

- Worked on bid process & submitted bid requests for New F-150
- Checked Weeds & Weed Issues at the North End
- Sprayed Several Roads in the South end for Summer Annuals
- Compiled Bid requests for New Spray Truck and Apparatus
- Sprayed County Lots
- Worked on #1249 Spray Apparatus (Main Pump)
- Attended Meeting with Oregon Department of Energy that included Planning and Public Works Department regarding the Boardman to Hemingway (B2H) Project.
- Met with various Land Owners regarding B2H and Idaho Power
- Worked on Red Line Draft of the Noxious Weed Plan Proposed by Idaho Power
- Acted on 4 Code Enforcement Cases with 3 of the 4 being resolved.
- Awarded Bid to Tom Denchel Ford on new F-150, Purchased Pick up
- Discovered Plumeless Thistle at the Eightmile Historical Site after 5 years of Dormancy.

August

- Worked on Aquodic Pond treatments pertaining to the OHV park and several private Land Owners
- Sprayed Puncturevine on several Roads
- Started the two-week long Bermuda Grass Project
- Met with Land owners about Windmill Weed Issues
- Worked on #1249 Spray Apparatus (Injection System)
- In process of closing out and awarding bids for new Spray Truck



TREASURER

Jaylene Papineau

100 Court Street
P.O. Box 37
Heppner, Oregon 97836
Phone: 541-676-5630 • Fax: 541-676-5631
E-mail: jpapineau@co.morrow.or.us

Date Prepared: August 10, 2023

BOC Agenda Date: August 16, 2023

Subject: Monthly Treasurer Report-June

Re: Treasurer's Monthly Financial Statements as per ORS 208.090

Earning Yield and Interest Rates (minus fees): June

<u>Bank</u>	<u>Prior Month</u>	<u>Current Month</u>	<u>Change</u>	<u>Total Interest</u>
LGIP	3.88%	4.05%	.17%	\$163,301.43
Bank of Eastern Oregon-Accounts Payable	0.05%	0.05%	.00%	\$40.77
Bank of Eastern Oregon-Payroll	0.05%	0.05%	.00%	\$1.91
Bank of Eastern Oregon-Unsegregated Property Tax	0.05%	0.05%	.00%	\$32.75
Community Bank (Quarterly)	0.02%	0.02%	.00%	\$0.01

June Total Interest: Interest (less fees) was \$163,376.87

Outstanding checks:

Outstanding checks in the BEO-AP account total, as of June 30, 2023 was \$185,406.12

Outstanding checks in the BEO-Unsegregated account total, as of June 30, 2023 was \$3,414.85

Outstanding checks in the BEO-Payroll account total, as of June 30, 2023 was \$5,798.38

Community Bank will never have outstanding checks.

June Treasurer Distribution:

Property Tax to Distribute: \$105,546.14

Paid to Taxing Districts: \$ 69,361.55

Transfer Requests: I received two Taxing District transfer of funds requests in June.

- The statement for the Local Government Investment Pool (LGIP) and the Pooled Cash Report are included.
- OSTF notices of rate changes

Please let me know if you have any questions.

Jaylene Papineau
Morrow County Treasurer
541-676-5630
PO Box 37
Heppner, OR 97836



Account Statement - Transaction Summary

For the Month Ending **June 30, 2023**

MORROW CO - MORROW COUNTY - 4206

Oregon LGIP	
Opening Balance	49,127,647.93
Purchases	1,169,334.43
Redemptions	(2,302,964.37)
<hr/>	
Closing Balance	\$47,994,017.99
Dividends	163,302.33

Asset Summary		
	June 30, 2023	May 31, 2023
Oregon LGIP	47,994,017.99	49,127,647.93
<hr/>		
Total	\$47,994,017.99	\$49,127,647.93



Account Statement

For the Month Ending **June 30, 2023**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					49,127,647.93
Opening Balance					49,127,647.93
06/01/23	06/01/23	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	432.70	49,128,080.63
06/01/23	06/01/23	LGIP Fees - ACH Purchase (4 @ \$0.05 - From 4206) - May 2023	1.00	(0.20)	49,128,080.43
06/01/23	06/01/23	LGIP Fees - ACH Redemption (10 @ \$0.05 - From 4206) - May 2023	1.00	(0.50)	49,128,079.93
06/01/23	06/01/23	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - May 2023	1.00	(0.20)	49,128,079.73
06/07/23	06/07/23	SFMS Fr:OLCC OLCC Tax (Liquor)	1.00	6,450.08	49,134,529.81
06/08/23	06/08/23	Purchase - ACH Purchase	1.00	61,704.79	49,196,234.60
06/08/23	06/08/23	Purchase - ACH Purchase	1.00	1,515.00	49,197,749.60
06/08/23	06/08/23	SFMS Fr:Oregon Health Authority Mental Health Tax	1.00	836.67	49,198,586.27
06/08/23	06/08/23	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	1.00	(27,259.37)	49,171,326.90
06/08/23	06/08/23	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	1.00	(1,446.75)	49,169,880.15
06/08/23	06/08/23	Transfer to Boardman, City of - BOARDMAN CITY OF	1.00	(26,039.14)	49,143,841.01
06/08/23	06/08/23	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	1.00	(6,467.02)	49,137,373.99
06/08/23	06/08/23	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	1.00	(19,552.12)	49,117,821.87
06/08/23	06/08/23	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	1.00	(7,976.68)	49,109,845.19
06/08/23	06/08/23	Transfer to Ione School District #2 - IONE SCHOOL DISTRICT #2	1.00	(14,086.13)	49,095,759.06
06/08/23	06/08/23	Transfer to Morrow County School District #1 - MORROW COUNTY SCHOOL DISTRICT #1	1.00	(120,576.76)	48,975,182.30
06/08/23	06/08/23	Transfer to Boardman, City of - BOARDMAN CITY OF/ WEST URA	1.00	(759.66)	48,974,422.64
06/09/23	06/09/23	Redemption - ACH Redemption	1.00	(50.49)	48,974,372.15
06/12/23	06/12/23	Purchase - ACH Purchase	1.00	224,214.12	49,198,586.27



Account Statement

For the Month Ending **June 30, 2023**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
06/12/23	06/12/23	Purchase - ACH Purchase	1.00	17,350.60	49,215,936.87
06/12/23	06/12/23	Purchase - ACH Purchase	1.00	2,530.06	49,218,466.93
06/12/23	06/12/23	Purchase - ACH Purchase	1.00	134,205.08	49,352,672.01
06/14/23	06/14/23	Purchase - ACH Purchase	1.00	12,237.89	49,364,909.90
06/14/23	06/14/23	Redemption - ACH Redemption	1.00	(175.00)	49,364,734.90
06/14/23	06/14/23	Redemption - ACH Redemption	1.00	(500,000.00)	48,864,734.90
06/15/23	06/15/23	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	1.00	192,200.76	49,056,935.66
06/20/23	06/20/23	ODOT - ODOT PYMNT	1.00	114,405.01	49,171,340.67
06/27/23	06/27/23	ODOT - ODOT PYMNT	1.00	26,488.20	49,197,828.87
06/28/23	06/28/23	SFMS Fr:Administrative Services, Dept of County Cigarette Tax	1.00	509.06	49,198,337.93
06/29/23	06/29/23	SFMS Fr:Oregon Health Authority OHA public Health Program	1.00	210,782.33	49,409,120.26
06/29/23	06/29/23	Redemption - ACH Redemption	1.00	(3,574.35)	49,405,545.91
06/29/23	06/29/23	Redemption - ACH Redemption	1.00	(750,000.00)	48,655,545.91
06/30/23	06/30/23	SFMS Fr:Oregon Health Authority CFAA Special Payments	1.00	169.75	48,655,715.66
06/30/23	06/30/23	Redemption - ACH Redemption	1.00	(125,000.00)	48,530,715.66
06/30/23	06/30/23	Redemption - ACH Redemption	1.00	(700,000.00)	47,830,715.66
06/30/23	07/03/23	Accrual Income Div Reinvestment - Distributions	1.00	163,302.33	47,994,017.99



Account Statement

For the Month Ending **June 30, 2023**

MORROW CO - MORROW COUNTY - 4206

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Closing Balance					47,994,017.99
		Month of June	Fiscal YTD July-June		
Opening Balance		49,127,647.93	36,295,536.43	Closing Balance	47,994,017.99
Purchases		1,169,334.43	52,959,893.47	Average Monthly Balance	49,063,347.33
Redemptions		(2,302,964.37)	(41,261,411.91)	Monthly Distribution Yield	4.05%
Closing Balance		47,994,017.99	47,994,017.99		
Dividends		163,302.33	1,387,979.37		

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	15,210,406.27 (	804,858.97)	14,405,547.30
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	43,452.33	158.22	43,610.55
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	1,019,217.39 (	11,554.20)	1,007,663.19
202-100-1-10-1500		ROAD FC W/TREASURER	4,686,588.78 (	765,753.22)	3,920,835.56
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	885,140.54	41,444.90	926,585.44
204-100-1-10-1500		YOUTH/CHILD FC/TREASURER	73,838.07	0.00	73,838.07
205-100-1-10-1500		AIRPORT FC W/TREASURER	253,422.61 (	47,061.74)	206,360.87
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	34,844.85 (	107.58)	34,737.27
207-100-1-10-1500		911 FC W/TREASURER	896,454.04 (	49,636.27)	846,817.77
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	296,843.20	2,089.56	298,932.76
210-100-1-10-1500		FINLEY BUTTES LIC. FC W/TREAS	1,093,802.92	160,114.22	1,253,917.14
211-100-1-10-1500		MCSO CO SCHOOL FC W/TREAS	4.58 (	4.58)	0.00
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	0.31 (	0.31)	0.00
214-100-1-10-1500		FAIR FC W/TREASURER	216,633.20	15,537.16	232,170.36
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	110,038.32	400.67	110,438.99
216-100-1-10-1500		STF FC W/TREASURER	397,846.68 (	25,534.11)	372,312.57
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	139,974.75	509.68	140,484.43
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	19,953.32	25.35	19,978.67
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	41,039.72	149.43	41,189.15
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	12,144.68	12,790.66	24,935.34
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	1,184.11	4.31	1,188.42
223-100-1-10-1500		CAMI GRANT FC W/TREAS	30,837.30	3,930.61	34,767.91
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	31,768.62	115.67	31,884.29
225-100-1-10-1500		STF VEHICLE FC W/TREAS	330,782.87	1,204.45	331,987.32
226-100-1-10-1500		FAIR ROOF FC W/TREAS	29,884.82	108.82	29,993.64
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	9,077,266.02	33,086.76	9,110,352.78
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	15,176.98 (	1,611.97)	13,565.01
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	21,616.09	78.71	21,694.80
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	37,747.79 (	5,101.81)	32,645.98
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	25,591.49	206.87	25,798.36
234-100-1-10-1500		DUII IMPACT FC W/TREAS	30,708.77	111.82	30,820.59
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	1,057,940.85	3,852.18	1,061,793.03
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	2,302,275.04	8,383.06	2,310,658.10
238-100-1-10-1500		PARK FC W/TREAS	507,217.70	16,643.96	523,861.66
240-100-1-10-1500		EQUITY FC W/TREAS	278,720.08	1,014.88	279,734.96
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	568,935.55	2,071.61	571,007.16
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	904.72	3.29	908.01
245-100-1-10-1500		WPF FC W/TREASURER	10,257.73	0.00	10,257.73
321-100-1-10-1500		FOREST SERVICE FC W/TREAS	95,133.14	346.40	95,479.54
322-100-1-10-1500		COURT SECURITY FC W/TREAS	52,582.14	614.83	53,196.97
500-100-1-10-1500		ECHO WINDS FC W/TREAS	65,636.13	238.99	65,875.12
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	5.61	0.02	5.63
502-100-1-10-1500		MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	185,099.68 (	9,044.14)	176,055.54
510-100-1-10-1500		P & P FC W/TREAS	291,162.21 (	107,372.99)	183,789.22
514-100-1-10-1500		IONE SD B & I FC W/TREAS	6,527.18 (	5,353.99)	1,173.19
515-100-1-10-1500		BOARDMN URB REN FC W/TREAS	1,446.75 (	1,184.88)	261.87
516-100-1-10-1500		RADIO DIST FC W/TREAS	5,493.28 (	4,363.24)	1,130.04
519-100-1-10-1500		WEST BOARDMN URA FC W/TREAS	759.66 (	599.29)	160.37

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
521-100-1-10-1500	PGE CARTY FC W/TREAS		2.29	0.01	2.30
522-100-1-10-1500	SHERIFF RES FUND/TREAS		16,082.28	58.56	16,140.84
523-100-1-10-1500	WHEATRIDGE WIND FC W/TREAS		685,376.31 (	683,129.96)	2,246.35
524-100-1-10-1500	ORCHARD WIND FC W/TREAS		3,168.62	11.53	3,180.15
540-100-1-10-1500	RESILIENCY FUND W/TREAS		5,241,409.91	0.00	5,241,409.91
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		30,357.69 (	24,172.83)	6,184.86
620-100-1-10-1500	BLACK MNT FC W/TREAS		0.00	0.00	0.00
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		2,978.38 (	1,985.26)	993.12
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		0.00	0.00	0.00
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		1,842.31 (	1,371.51)	470.80
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		19,917.00	103.28	20,020.28
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		50.49 (	38.29)	12.20
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		3,756.17	20.33	3,776.50
630-100-1-10-1500	PORT OF MORROW FC W/TREAS		2,718.34 (	2,159.04)	559.30
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		23,060.76 (	17,876.14)	5,184.62
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		5,112.02 (	4,002.13)	1,109.89
633-100-1-10-1500	CITY OF IONE FC W/TREAS		696.96 (	535.62)	161.34
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		2,230.78 (	1,718.44)	512.34
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		336.71 (	249.91)	86.80
636-100-1-10-1500	BOARDMAN F&R FC W/TREAS		19,617.79 (	15,685.87)	3,931.92
637-100-1-10-1500	BOARDMAN F&R DIST BOND		4,230.98 (	3,598.62)	632.36
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		744.50 (	576.66)	167.84
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		1,346.84 (	1,040.50)	306.34
640-100-1-10-1500	IONE RFPD FC W/TREAS		643,899.06 (	851.34)	643,047.72
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		131.71	0.28	131.99
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		613.49 (	498.36)	115.13
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		584.49 (	450.88)	133.61
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		632.05 (	485.94)	146.11
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		263.88 (	205.18)	58.70
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		1,788.55 (	1,380.05)	408.50
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		6,467.02 (	5,253.03)	1,213.99
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		1,048.54 (	815.34)	233.20
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		7,976.68 (	6,141.12)	1,835.56
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		1,512,964.42 (	729,280.68)	783,683.74
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		117.14 (	91.07)	26.07
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		120,572.18 (	95,833.23)	24,738.95
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		255,839.86	2,468.74	258,308.60
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		19,552.12 (	15,517.24)	4,034.88
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		14.99	0.05	15.04
658-100-1-10-1500	BMCC FC W/TREASURER		20,997.49 (	16,664.29)	4,333.20
659-100-1-10-1500	BMCC B & I FC W/TREASURER		6,261.88 (	4,946.88)	1,315.00
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		7,576.73 (	6,062.39)	1,514.34
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		51,832.30	303.69	52,135.99
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS		7,319.87 (	5,834.88)	1,484.99
665-100-1-10-1500	STATE & FED WILDLIFE FC W/TREA		6,231.93	3,452.00	9,683.93
666-100-1-10-1500	STATE FIRE PATROL FC W/TREAS		2,015.50 (	1,543.80)	471.70
668-100-1-10-1500	TAX APPEALS FC W/TREAS		394,854.67	1,437.75	396,292.42
669-100-1-10-1500	SCHOLARSHIP TRUST FC W/TREAS		11,394.13	41.49	11,435.62
670-100-1-10-1500	ADV COLL 04-05 FC W/TREAS		0.00	0.00	0.00
671-100-1-10-1500	ADV COLL 03-04 FC W/TREAS		9,137.32	2,399.38	11,536.70
672-100-1-10-1500	ADV COLL 05-06 FC W/TREAS		0.00	0.00	0.00

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
673-100-1-10-1500		PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500		SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500		TREASURER TRUST FC W/TREAS	1,201.52	4.37	1,205.89
676-100-1-10-1500		IONE RFPD RESERVE FC W/TREAS	841,436.31	3,063.02	844,499.33
680-100-1-10-1500		PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500		COUNTY A & T FC W/TREAS	7,666.13	6,891.17	14,557.30
683-100-1-10-1500		PILOT ROCK RFPD FC W/TREAS	2,145.90	4.59	2,150.49
684-100-1-10-1500		FINLEY BUTTES CLOSURE FC W/TRE	1,317,745.07	4,798.19	1,322,543.26
685-100-1-10-1500		STATE HOUSING FC W/TREAS	13,384.68	6,599.61	19,984.29
686-100-1-10-1500		IONE LIBRARY BLDG FC W/TREAS	210,282.46	765.47	211,047.93
688-100-1-10-1500		IONE SCHOOL DIST FC W/TREAS	7,558.64 (	5,752.37)	1,806.27
690-100-1-10-1500		HEPPNER RURAL FIRE DIST BOND	301.67 (	232.78)	68.89
691-100-1-10-1500		CITY OF HEPPNER BND FC W/TREAS	445.28 (	344.50)	100.78
695-100-1-10-1500		M.C. RET. PLAN TR. FC W/TREAS	(18.29)	42,291.49	42,273.20
697-100-1-10-1500		UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500		INTEREST EARNED FC W/TREAS	0.00	0.00	0.00
699-100-1-10-1500		UNSEGREGATED TAX FC W/TREAS	<u>1,000.00</u>	<u>0.00</u>	<u>1,000.00</u>
TOTAL CLAIM ON CASH			52,052,583.37 (	3,115,517.33)	48,937,066.04
			=====	=====	=====

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	1,582,738.73 (	1,325,622.52)	257,116.21
999-100-1-10-1502	PAYROLL BEO	311,213.61 (	289,468.14)	21,745.47
999-100-1-10-1503	STATE TREASURY POOL	49,127,647.93 (	1,133,684.94)	47,993,962.99
999-100-1-10-1507	COMMUNITY BANK	100.23 (	100.23)	0.00
999-100-1-10-1508	US BANK	0.00	0.00	0.00
999-100-1-10-1509	PROP TAX COLL BEO	<u>1,031,450.80</u>	<u>(366,641.50)</u>	<u>664,809.30</u>
SUBTOTAL CASH IN BANK - POOLED CASH		52,053,151.30 (	3,115,517.33)	48,937,633.97

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE	<u>1,401.26</u>	<u>0.00</u>	<u>1,401.26</u>
SUBTOTAL WAGES PAYABLE		<u>1,401.26</u>	<u>0.00</u>	<u>1,401.26</u>

TOTAL CASH IN BANK - POOLED CASH		52,051,750.04 (	3,115,517.33)	48,936,232.71
		=====	=====	=====

DUE TO OTHER FUNDS - POOLED CASH

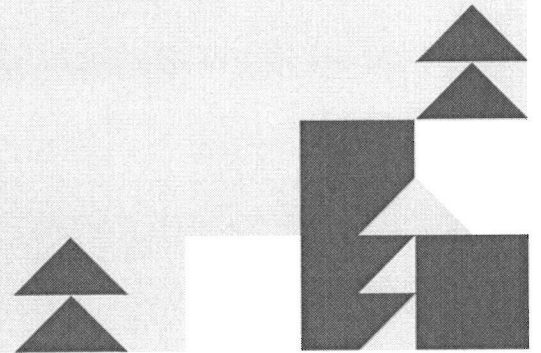
999-100-2-40-4002	DUE TO OTHER FUNDS	<u>52,052,163.60</u>	<u>(3,115,517.33)</u>	<u>48,936,646.27</u>
TOTAL DUE TO OTHER FUNDS		52,052,163.60 (	3,115,517.33)	48,936,646.27
		=====	=====	=====

Jaylene Papineau

From: Local-Gov-News <local-gov-news-bounces@omls.oregon.gov> on behalf of OST NEWSLISTS via Local-Gov-News <local-gov-news@omls.oregon.gov>
Sent: Wednesday, May 17, 2023 4:57 PM
To: local-gov-news@omls.oregon.gov
Subject: [Local-Gov-News] Oregon State Treasury | OSTF Rate Change

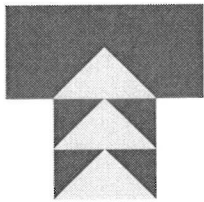
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Oregon Short Term Fund



Rate Change

Effective Friday, May 19, 2023, the Oregon Short Term Fund (OSTF) rate will change from 3.75% to 4.05%. Additional information about the OSTF, including historical rate data, is available online [here](#).



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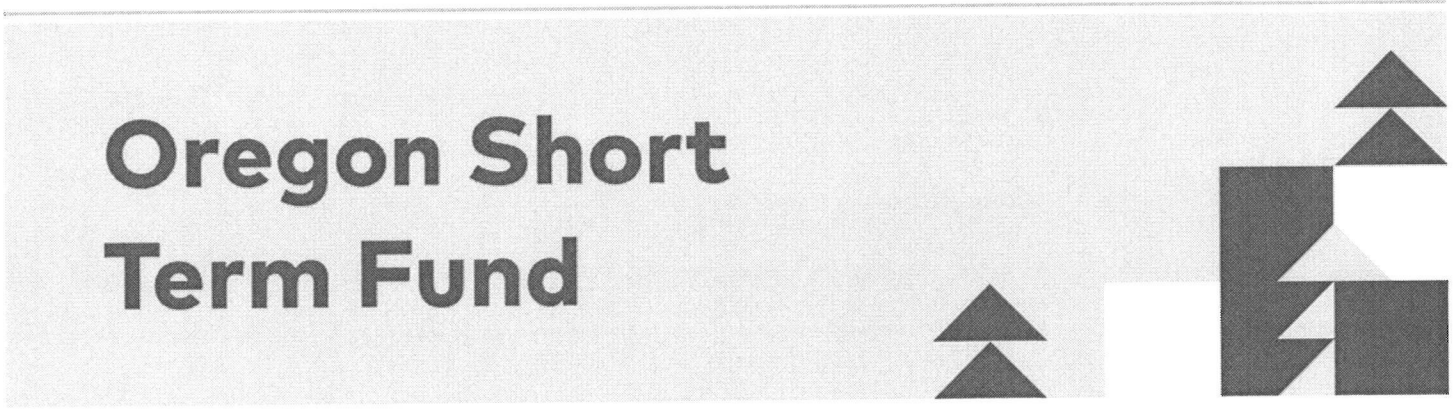
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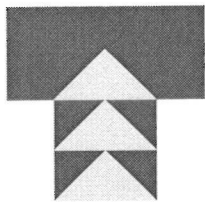
From: Local-Gov-News <local-gov-news-bounces@omls.oregon.gov> on behalf of OST NEWSLISTS via Local-Gov-News <local-gov-news@omls.oregon.gov>
Sent: Monday, July 24, 2023 9:18 AM
To: local-gov-news@omls.oregon.gov
Subject: [Local-Gov-News] Oregon State Treasury | OSTF Rate Change

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Rate Change

Effective Tuesday, July 25, 2023, the Oregon Short Term Fund (OSTF) rate will change from 4.05% to 4.30%. Additional information about the OSTF, including historical rate data, is available online [here](#).



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Jaylene Papineau

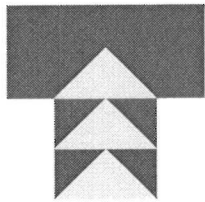
From: Local-Gov-News <local-gov-news-bounces@omls.oregon.gov> on behalf of OST NEWSLISTS via Local-Gov-News <local-gov-news@omls.oregon.gov>
Sent: Thursday, August 10, 2023 9:59 AM
To: local-gov-news@omls.oregon.gov
Subject: [Local-Gov-News] Oregon State Treasury | OSTF Rate Change

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Rate Change

Effective Monday, August 14, 2023, the Oregon Short Term Fund (OSTF) rate will change from 4.30% to 4.50%. Additional information about the OSTF, including historical rate data, is available online [here](#).



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To: Morrow County Board of Commissioners
From: Tamra Mabbott, Planning Director
CC: Planning Commission
BOC Date: August 16, 2023
RE: Monthly Planning Update

Mission Statement

Morrow County Planning Department provides guidance and support to citizens for short term and long-range planning in land use, to sustain and improve the county's lands for future generations. Our goal is to foster development where people can live, work & play.

Welcome new planner! Landon Jones was hired as the Planning Tech and began work on August 7th. Landon recently graduated from Utah Technical University with degrees in Biology and Environmental Studies, along with some experience with GIS. His background has already proven useful. Welcome Landon!

Planning Commission held the second of two public hearings for a Comprehensive Plan and Map Amendment for a 274-acre parcel located 9 miles south of Interstate 84 on Tower Road. The request is to rezone the land from Exclusive Farm Use to General Industrial with a Limited Use Overlay Zone to allow a data center. The Planning Commission role in this legislative amendment is to make a recommendation to the Board of Commissioners. Planning Commission recommended the Board approve the application. Board hearing is scheduled for August 16th at 1:00 pm in Irrigon.

Board packet and all of the application materials are posted on the department website.
<https://www.co.morrow.or.us/planning>

<u>Planning Permits</u>	<u>August 2023</u>
Zoning Permits	7
Land Use Compatibility Reviews	6
Land Partitions	0
Property Line Adjustments	1
Land Use Decisions	2
Rural Addresses	0
Plan and Zone Amendment	0
Floodplain Dev Permits	0

Energy Projects

Status of energy projects in Morrow County is found here on the department webpage:

<https://www.co.morrow.or.us/planning/page/renewable-energy-1>

Several projects are in various stages of local and state permitting. Staff are currently reviewing 10 pre-construction reports for the Boardman to Hemingway transmission line project.

Morrow County Heritage Trail

Staff is coordinating the first meeting and site visit with Sea Reach Ltd, the firm selected to help update Heritage Trail Interpretive Panels. Planning Staff will be working with the designers over the next year. Anyone interested in reviewing the panels or providing comments please contact the Planning Department. The existing panels can be viewed on the Planning webpage:

<https://www.co.morrow.or.us/planning/page/heritage-trail-panels>

Willow Creek Valley (WCV) Community Development Projects

WCV municipalities have the final version of the Economic Opportunities Analysis (EOA) and the Buildable Lands Inventory (BLI). Staff is assisting as needed, local adoption of the reports and update of Goal 9 Economic Development in their respective Comprehensive Plans.

Access to Transportation – Rural Transit Equity (RTE) Pilot Project

Staff completed edit of the final, printable version of the report, in coordination with the Eastern Oregon University Rural Engagement and Vitality (REV) staff. The Project Management Team are scheduling a meeting to develop a strategy to distribute the materials among stakeholders and complete other follow up work.

WATER

Staff and GSI Water Solutions Inc., have assembled comments from the Water Advisory Committee (WAC) on the four Briefing Papers (water quality, quantity and drinking water and special projects in the region). Committee met on July 10th to review the fourth Briefing Paper which features projects throughout the basin. WAC will meet again September 11th, 4-6 pm in the North Morrow Annex, Irrigon. Once the committee has a final version the four papers will be presented to the Board of Commissioners. Staff is adding information about the Water Advisory Committee the department website. Additional materials such as research, reports, data, etc. will be added later. <https://www.co.morrow.or.us/planning/page/water>

LUBGWMA

Logistics and programming for the August 17th full day workshop is about complete. The bi-county Scoping Committee, including Commissioner Drago and Planning Director Mabbott from Morrow County, met to hear an update from HDR and a draft scope of work focused on research for long term groundwater cleanup, specifically to remove nitrates from the aquifer.

Planning Director helped coordinate a panel presentation on the LUBGWMA for the Eastern Oregon Economic Summit in La Grande. Meetings and other materials on the LUBGWMA are posted here: <https://lubgwma.org/>

Drinking Water

County staff and GSI Water Solutions Inc. have submitted to the Environmental Protection Agency (EPA) a grant application required to access the \$1.7 million congressional earmark. EPA is now reviewing the proposal. Once final approval is issued by EPA, Morrow and Umatilla Counties will work together to develop a Request for Proposal (RFP) which will include a project manager and a large water quality research project in the LUBGWMA.

Water Data and Mapping

Associate Planner, Stephen Wrecsics, and Planning Director continue to work with GSI Water Solutions and state agencies to develop a series of maps that will help county better understand location of wells with high nitrates and wells that serve the parcel. The objective is to identify baseline data and resources in advance of the larger scale research that will be conducted with the EPA grant. Stephen is developing a platform for the data which will be useful for the drinking water well research.

Code Compliance

- 3 new complaints- Animal density/neglect, garbage, wood pile & weeds, dog as a public nuisance
- 1 complaint- Contacted MCSO and will be working with them on animal density/neglect case. 3 horses removed from the property and relocated to another location in Hermiston. This will be an ongoing case.
- 1 complaint- Junk on property; wood piles and garbage surrounded by tall weeds. Weeds on the property are fire hazard.
- 1 complaint- Dog running around neighborhood, has attacked other dogs and caller is fearful to walk her dog.
- 1 closed complaint- Dog as public nuisance.
- 1 complaint- within the city limits of Heppner. Provided city of Heppner & MCSO information to reporting party in regards to the dog as a public nuisance.
- Communicating with 20 non-permitted trucking business operations located in residential zone.
- Conditional use permit/home occupation revoked by Planning Commission for failure to comply with conditions of approval.
- Assisting landowner in violation of their Conditional Use Permit. Permit was presented to Planning Commission April 25, 2023 and continued to a July 25. With landowner concurrence permit was revoked. Staff will continue to work with landowner as they look for property to relocate.
- Other outstanding/ongoing cases – 32

New Land Use Legislation and Code Update

Planning Director and staff are working on multiple code updates that will be shared with Planning Commission for discussion in August. Formal code amendment process will begin in September or October. has assembled a list of new land use related bills and determine which bills will require updates to Morrow County Codes.

Natural Hazard Mitigation Plan (NHMP) Update The NHMP Committee met July 18th with project consultant Susan Millhauser from the Oregon Department of Land Conservation and

Development (DLCD). Anyone interested in the NHMP Update please contact Stephen Wrecsics swrecsics@co.morrow.or.us The project is scheduled to be complete January 2024.

Morrow County Tourism Coordinator Karie Walchli joined a couple planners on a walk and tour of sections of the Heritage Trail. She has provided input on a new brochure the Department is developing.

Other

Planning Director helped host the mobile tour and panels related to water for the Eastern Oregon Economic Summit which was held in La Grande, Oregon August 3-4, at the Eastern Oregon University Campus. The mobile tour on Thursday featured five of the water projects prioritized in the Union County Place-Based Water Plan.

Staff continue to coordinate with teams from AWS for permitting various stages of data center development in Morrow County.

Staff are working to update several handouts for the public to explain various permitting processes.