

FOR THE PURPOSE OF RATIFYING)
AN AGREEMENT BETWEEN METRO AND)
PUBLISHERS' PAPER COMPANY)
CONCERNING THE WILDWOOD LANDFILL)
SITE.)

RESOLUTION NO. 81-281

WHEREAS, the Council on June 25, 1981, adopted Resolution No. 81-252 which directs staff to apply to Multnomah County for authorization to construct and operate a landfill at the Wildwood site; and

WHEREAS, Multnomah County requires that the property owner be a party to an application; and

WHEREAS, a property owner, Publishers' Paper Company, requires an Agreement with the conditions set forth in Exhibit A before it will be a party to the application; now therefore,

BE IT RESOLVED,

That the Metro Council ratifies the action of the Executive Officer in entering into the attached Agreement labeled Exhibit 1.

ADOPTED this 24th day of September, 1981, by the Council of the Metropolitan Service District.



Presiding Officer

EXHIBIT 1

A G R E E M E N T

For the consideration set forth herein from the Metropolitan Service District (METRO), Publishers Paper Co. hereby authorizes METRO to apply for a conditional use permit for a sanitary landfill site to be used by the Metropolitan Service District. The landfill is to be located on the following property:

All	Tax Lot 3;	Sec 1;	T2N, R2W
All	Tax Lot 15;	Sec 1;	T2N, R2W
East 2640'	Tax Lot 1;	Sec 2;	T2N, R2W
East 2640' & North 1320'	Tax Lot 1;	Sec 11;	T2N, R2W
North 1320'	Tax Lot 17;	Sec 12;	T2N, R2W

That location will hereinafter be referred to as the Wildwood Site.

In consideration of this authorization, METRO hereby agrees as follows:

1. METRO recognizes that Publishers Paper Co. does not at this time either oppose or favor the location of a sanitary landfill at the Wildwood Site.

2. At any time Publishers Paper Co. may withdraw its authorization for METRO to apply for a conditional use permit for a sanitary landfill at the Wildwood Site.

3. Publishers Paper Co. is not obligated to accept any conditions imposed by Multnomah County if Multnomah County grants a conditional use permit for a sanitary landfill at the Wildwood Site.

4. Publishers Paper Co. will not be obligated to take any part in the preparation or processing of the conditional use permit application.

5. Publishers Paper Co. is not waiving any rights it may have to object to the siting of the sanitary landfill at the Wildwood Site.

6. Publishers Paper Co. will not be estopped from objecting to the location of the sanitary landfill site at Wildwood Site.

7. If METRO proceeds to acquire the Wildwood Site by condemnation, then METRO agrees that it will provide easements to Publishers Paper Co. across the Wildwood Site to allow Publishers Paper Co. access to any property owned by Publishers Paper Co. The easements shall allow sufficient access to permit Publishers Paper Co. to engage in good timber management practices on its property.

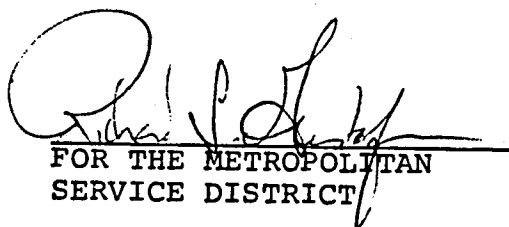
8. METRO shall use its best efforts to obtain property suitable for commercial timber management which

has a value to Publishers Paper Co. equivalent to the Wildwood Site. If it is acquired, then METRO shall offer to exchange that property to Publishers Paper Co. for the property at the Wildwood Site.

9. METRO shall at its own expense defend, indemnify, and hold Publishers Paper Co. and its officers, agents, employees, directors, and assigns harmless from any and all claims arising directly or indirectly from the application for any permits to allow operation of a sanitary landfill at the Wildwood Site. METRO will indemnify Publishers Paper Co. and the others specified above regardless of the degree, amount, or character of the negligence or fault on the part of Publishers Paper Co., or its independent contractors, agents, officers, directors, employees, or assigns. The obligations of METRO under this provision are in no way dependent upon negligence on the part of METRO or any of its employees, officers, or agents.

METRO agrees to reimburse Publishers Paper Co. for any and all necessary expenses, attorney fees and costs incurred in the enforcement of this provision together with interest thereon computed at 10 percent per annum from the date on which said expenses, attorney fees and costs are incurred.

To the extent that any provisions herein are illegal or may include unenforceable obligations, it is expressly agreed that this Agreement shall be construed so that any and all other indemnifications and obligations called for herein shall be enforceable. It is expressly agreed that this indemnity provision is not meant to make any other person a third party beneficiary of this contract, nor is it meant to create any rights in any person other than METRO and Publishers Paper Co. and its officers, agents, employees, directors, and assigns.


FOR THE METROPOLITAN
SERVICE DISTRICT

 President
FOR PUBLISHERS PAPER CO. 8-17-81

A G E N D A M A N A G E M E N T S U M M A R Y

Res 81-281

TO: Metro Council
FROM: Executive Officer
SUBJECT: Ratification of an Agreement Between Metro and Publishers Paper Co. concerning the Wildwood Landfill Site.

I. RECOMMENDATIONS:

- A. ACTION REQUESTED: Adopt Resolution No. 81-281 ratifying the Agreement labeled Exhibit 1 between Metro and Publishers Paper Co. This Agreement authorizes Metro to apply to Multnomah County for permission to construct and operate a landfill at the Wildwood site.
- B. POLICY IMPACT: This Agreement aids in the implementation of Council Resolution No. 81-252.
- C. BUDGET IMPACT: None.

II. ANALYSIS:

- A. BACKGROUND: Council Resolution No. 81-252 directed staff to apply to Multnomah County for authorization to construct and operate a landfill at the Wildwood site. Multnomah County requires that the owner of the property be a party to the application. Publishers Paper Co. owns the land on which the landfill and the cover material stockpile is located. The Agreement labeled Exhibit 1 sets forth the conditions required for Publishers to be a party to the application to Multnomah County.
- B. ALTERNATIVES CONSIDERED: (1) Acquire ownership of the property by condemnation now. This would require Metro to purchase the property at this point in the siting process and would preclude exploration of other options such as a lease or trade with Publishers. It also might result in delay in the application process. (2) Request Multnomah County to itself initiate the application. This would be unprecedented and would cause delay in the application process.
- C. CONCLUSION: Metro staff recommends ratification of the Agreement between Metro and Publishers which authorizes Metro to apply to Multnomah County for permission to construct and operate a landfill at the Wildwood site.

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