

Metro | Agenda

Meeting: Metro Council
Date: Thursday, Sept. 26, 2013
Time: 2 p.m.
Place: Metro, Council Chamber

CALL TO ORDER AND ROLL CALL

1. INTRODUCTIONS

2. CITIZEN COMMUNICATION

3. CONSENT AGENDA

3.1 Consideration of the Council Minutes for Sept. 19, 2013

3.2 **Resolution No. 13-4457**, For the Purpose of Authorizing the Chief Operating Officer to Issue a Non-System License to American Honda for Delivery of Non-Recoverable Solid Waste and Putrescible Waste to the Covanta Waste-to-Energy Facility in Marion County, Oregon.

3.3 **Resolution No. 13-4458**, For the Purpose of Authorizing the Chief Operating Officer to Issue a Non-System License to Boeing Company for Delivery of Non-Recoverable Solid Waste and Putrescible Waste to the Covanta Waste-to-Energy Facility in Marion County, Oregon.

4. ORDINANCES – SECOND READING & QUASI-JUDICIAL HEARING

4.1 **Ordinance No. 13-1314**, For the Purpose of Annexing to the Metro District Boundary Approximately 10.63 Acres Located at 5285 NW 253rd Avenue in Hillsboro.

Tim O'Brien, Metro

4.1.1 Quasi-judicial Hearing on Ordinance No. 13-1314.

5. RESOLUTIONS

5.1 **Resolution No. 13-4454**, For the Purpose of Acknowledging the Work Completed to Date and Initiating Further Review of the Regional Active Transportation Plan Prior to Adoption as a Component of the Regional Transportation Plan.

**Kathryn Harrington,
Metro Council**

5.2 **Resolution No. 13-4459**, For the Purpose of Amending the 2012-15 Metropolitan Transportation Improvement Program (MTIP) to Add the Transportation Alternatives Program Contingency Fund for Eleven Projects.

Ted Leybold, Metro

Continued on back...

- 5.3 **Resolution No. 13-4461**, For the Purpose of Authorizing the Execution of a Landfill Lease and Landfill Gas Purchase Agreement and a related Landfill Gas Collection System Acquisition Agreement with Rivergate LFG, Inc.

Paul Ehinger, Metro

6. CHIEF OPERATING OFFICER COMMUNICATION

7. COUNCILOR COMMUNICATION

ADJOURN

Television schedule for Sept. 26, 2013 Metro Council meeting

<p>Clackamas, Multnomah and Washington counties, and Vancouver, WA Channel 30 – Community Access Network <i>Web site:</i> www.tvctv.org <i>Ph:</i> 503-629-8534 <i>Date:</i> Thursday, Sept. 26</p>	<p>Portland Channel 30 – Portland Community Media <i>Web site:</i> www.pcmtv.org <i>Ph:</i> 503-288-1515 <i>Date:</i> Sunday, Sept. 29, 7:30 p.m. <i>Date:</i> Monday, Sept. 30, 9 a.m.</p>
<p>Gresham Channel 30 - MCTV <i>Web site:</i> www.metroeast.org <i>Ph:</i> 503-491-7636 <i>Date:</i> Monday, Sept. 30, 2 p.m.</p>	<p>Washington County Channel 30– TVC TV <i>Web site:</i> www.tvctv.org <i>Ph:</i> 503-629-8534 <i>Date:</i> Saturday, Sept. 28, 11 p.m. <i>Date:</i> Sunday, Sept. 29, 11 p.m. <i>Date:</i> Tuesday, Oct. 1, 6 a.m. <i>Date:</i> Wednesday, Oct. 2, 4 p.m.</p>
<p>Oregon City, Gladstone Channel 28 – Willamette Falls Television <i>Web site:</i> http://www.wftvmedia.org/ <i>Ph:</i> 503-650-0275 Call or visit web site for program times.</p>	<p>West Linn Channel 30 – Willamette Falls Television <i>Web site:</i> http://www.wftvmedia.org/ <i>Ph:</i> 503-650-0275 Call or visit web site for program times.</p>

PLEASE NOTE: Show times are tentative and in some cases the entire meeting may not be shown due to length. Call or check your community access station web site to confirm program times.

Agenda items may not be considered in the exact order. For questions about the agenda, call the Metro Council Office at 503-797-1540. Public hearings are held on all ordinances second read. Documents for the record must be submitted to the Regional Engagement and Legislative Coordinator to be included in the meeting record. Documents can be submitted by e-mail, fax or mail or in person to the Regional Engagement and Legislative Coordinator. For additional information about testifying before the Metro Council please go to the Metro web site www.oregonmetro.gov and click on public comment opportunities.

Metro’s nondiscrimination notice

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Agenda Item No. 3.1

Consideration of the Council Minutes for Sept. 19, 2013

Consent Agenda

Metro Council Meeting
Thursday, Sept. 26, 2013
Metro, Council Chamber

Agenda Item No. 3.2

Resolution No. 13-4457, For the Purpose of Authorizing the Chief Operating Officer to Issue a Non-System License to American Honda for Delivery of Non-Recoverable Solid Waste and Putrescible Waste to the Covanta Waste-to-Energy Facility in Marion County, Oregon.

Consent Agenda

Metro Council Meeting
Thursday, Sept. 26, 2013
Metro, Council Chamber

BEFORE THE METRO COUNCIL

AUTHORIZING THE CHIEF OPERATING OFFICER TO ISSUE A) RESOLUTION NO. 13-4457
NON-SYSTEM LICENSE TO AMERICAN HONDA FOR)
DELIVERY OF NON-RECOVERABLE SOLID WASTE AND) Introduced by Martha J. Bennett,
PUTRESCIBLE WASTE TO THE COVANTA WASTE-TO-) Chief Operating Officer, with the
ENERGY FACILITY IN MARION COUNTY, OREGON) concurrence of Tom Hughes,
) Council President

WHEREAS, the Metro Code requires a non-system license of any person that delivers solid waste generated from within the Metro Region to a non-system disposal facility; and

WHEREAS, American Honda has filed a complete application seeking a non-system license to deliver non-recoverable solid waste and putrescible solid waste to the Covanta Waste-to-Energy Facility for disposal under the provisions of Metro Code Chapter 5.05, "Solid Waste Flow Control;" and

WHEREAS, Metro Code Chapter 5.05 provides that applications for non-system licenses for putrescible waste shall be reviewed by the Chief Operating Officer and are subject to approval or denial by the Metro Council; and

WHEREAS, the Chief Operating Officer has analyzed the application and considered the relevant factors under the Metro Code; and

WHEREAS, the Chief Operating Officer recommends that the non-system license be issued together with specific conditions as provided in Exhibit A to this Resolution; now therefore,

THE METRO COUNCIL RESOLVES AS FOLLOWS:

1. The non-system license application of American Honda is approved subject to the terms, conditions, and limitations contained in Exhibit A to this Resolution.
2. The Chief Operating Officer is authorized to issue to American Honda a Solid Waste Facility Non-System License substantially similar to the one attached as Exhibit A.

ADOPTED by the Metro Council this ____ day of _____, 2013.

Tom Hughes, Council President

Approved as to Form:

Alison Kean, Metro Attorney

Resolution No. 13-4457

TG/WJ:bjl

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600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1835 | FAX 503 813 7544



METRO

**METRO SOLID WASTE FACILITY
NON-SYSTEM LICENSE**

No. N-141-13

LICENSEE:
American Honda 16800 NE Sandy Blvd Portland, OR 97230
CONTACT PERSON:
David Misitano Phone: (503) 251-1426 E-mail: David_Misitano@ahm.honda.com
MAILING ADDRESS:
American Honda 16800 NE Sandy Blvd Portland, OR 97230

ISSUED BY METRO:

Scott Robinson, Deputy Chief Operating Officer

Date



1	NATURE OF WASTE COVERED BY LICENSE
	Non-recoverable solid waste commingled with putrescible waste, including restroom and lunchroom waste, generated at the American Honda site located at 16800 NE Sandy Blvd in Portland, Oregon.
2	CALENDAR YEAR TONNAGE LIMITATION
	Licensee is authorized to deliver to the non-system facility described in Section 3 of this license up to 10 tons per calendar year of the waste described in Section 1 of this license.
3	NON-SYSTEM FACILITY
	<p>The Licensee hereunder is authorized to deliver the waste described above in Section 1 only to the following non-system facility:</p> <p style="text-align: center;">Covanta Waste-to-Energy Facility 4850 Brooklake Road, NE Brooks, OR 97305</p> <p>This license is issued on condition that the non-system facility named in this section is authorized to accept the type of waste described in Section 1. If Metro receives notice from the Oregon Department of Environmental Quality that this non-system facility is not authorized to accept such waste, Metro may immediately terminate this license pursuant to Section 7 of this license.</p>
4	TERM OF LICENSE
	The term of this license will commence on October 1, 2013 and expire at midnight on December 31, 2015, unless terminated sooner under Section 7 of this license.
5	REPORTING OF ACCIDENTS AND CITATIONS
	Licensee shall report to Metro any significant incidents (such as fires), accidents, and citations involving vehicles of its transportation carrier during the loading and transporting of the solid waste on behalf of the Licensee.



6	RECORD KEEPING AND REPORTING
	<p>(a) The Licensee shall keep and maintain accurate records of the amount of all solid waste that the Licensee delivers to the non-system facility described in Section 3 of this license. The Licensee shall keep and maintain complete and accurate records of the following for all transactions with the authorized non-system facility:</p> <ul style="list-style-type: none">i. Ticket or weight slip number from the non-system facility;ii. Material category designating the type of material transferred to the non-system facility;iii. Date the load was transferred to the non-system facility;iv. Time the load was transferred to the non-system facility;v. Net weight of the load; andvi. Fee charged by the non-system facility <p>(b) No later than the fifteenth (15th) day of each month, beginning with the first month following the commencement date of this license, Licensee shall:</p> <ul style="list-style-type: none">i. Transmit the records required under Section 6(a) above to Metro in an electronic format prescribed by Metro;ii. Submit to Metro a Regional System Fee and Excise Tax Report, that covers the preceding month; andiii. Remit to Metro the requisite Regional System Fees and Excise Tax in accordance with the Metro Code provisions applicable to the collection, payment, and accounting of such fees and taxes. <p>(c) Licensee shall make all records from which Sections 6(a) and 6(b) above are derived available to Metro (or Metro's designated agent) for its inspection or copying, as long as Metro provides no less than three (3) business days written notice of an intent to inspect or copy documents. Licensee shall, in addition, sign or otherwise provide to Metro any consent or waiver necessary for Metro to obtain information or data from a third party, including the non-system facility named in Section 3, above.</p>

7	ADDITIONAL LICENSE CONDITIONS
	<p>This license shall be subject to the following conditions:</p> <p>(a) The permissive transfer of solid waste to the non-system facility, listed in Section 3, authorized by this license shall be subordinate to any subsequent decision by Metro to direct the solid waste described in this license to any other facility.</p> <p>(b) This license shall be subject to amendment, modification, or termination by Metro's Chief Operating Officer (the "COO") in the event that the COO determines that:</p>



	<ul style="list-style-type: none"> i. There has been sufficient change in any circumstances under which Metro issued this license; ii. The provisions of this license are actually or potentially in conflict with any provision in Metro’s disposal contract with Oregon Waste Systems, Inc.; or iii. Metro’s solid waste system or the public will benefit from, and will be better served by, an order directing that the waste described in Section 1 of this license be transferred to, and disposed of at, a facility other than the facility listed in Section 3. <p>(c) This license shall, in addition to subsections (b)(i) through (b)(iii), above, be subject to amendment, modification, suspension, or termination pursuant to the Metro Code.</p> <p>(d) The Licensee shall not transfer or assign any right or interest in this license without prior written notification to, and approval of, Metro.</p> <p>(e) This license shall terminate upon the execution of a designated facility agreement with the facility listed in Section 3 that authorizes the facility to accept the waste described in Section 1 of this license.</p> <p>(f) This license authorizes the delivery of solid waste to the facility listed in Section 3. Transfer of waste generated from within the Metro boundary to any non-system facility other than that specified in this license is prohibited unless authorized in writing by Metro.</p>
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8	COMPLIANCE WITH LAW
	<p>Licensee shall fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders, and permits pertaining in any manner to this license, including all applicable Metro Code provisions and administrative procedures adopted pursuant to Chapter 5.05 whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the collection and hauling of the Licensee’s solid waste by federal, state, regional or local governments or agencies having jurisdiction over solid waste generated by the Licensee shall be deemed part of this license as if specifically set forth herein.</p>

9	INDEMNIFICATION
	<p>Licensee shall defend, indemnify and hold harmless Metro, its elected officials, officers, employees, agents and representatives from any and all claims, demands, damages, causes of action, or losses and expenses, or including all attorneys’ fees, whether incurred before any litigation is commenced, during any litigation or on appeal, arising out of or related in any way to the issuance or administration of this non-system license or the transport and disposal of the solid waste covered by this license.</p>



STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 13-4457 AUTHORIZING THE CHIEF OPERATING OFFICER TO ISSUE A NON-SYSTEM LICENSE TO AMERICAN HONDA FOR DELIVERY OF NON-RECOVERABLE SOLID WASTE AND PUTRESCIBLE WASTE TO THE COVANTA WASTE-TO-ENERGY FACILITY IN MARION COUNTY, OREGON

September 17, 2013

Prepared by: Warren Johnson
(503) 797-1836

Approval of Resolution No. 13-4457 will authorize the Chief Operating Officer (COO) to issue a non-system license (NSL) to American Honda (Honda) to annually deliver up to 10 tons of non-recoverable solid waste and putrescible solid waste from its facility within the Metro region to the Covanta Waste-to-Energy Facility (Covanta) in Marion County, Oregon.

BACKGROUND

The applicant, Honda, operates an automobile and motorcycle parts distribution center located at 16800 NE Sandy Blvd. in Portland, Oregon (Metro District 1). The facility is used primarily as a warehouse which distributes parts to 90 dealerships in seven states. The facility also houses an office, lunchroom, and automobile repair shop on site.

Honda routinely generates miscellaneous non-recoverable wastes at the above-mentioned facility which consist primarily of office, restroom, and lunchroom wastes. The facility also generates other non-hazardous wastes from its warehouse activities including labels and floor sweepings. As part of Honda's "blue skies for our children" campaign, the company makes efforts to reduce, reuse, and recycle waste whenever possible. For example, the company uses metal pallets, re-usable plastic shipping boxes, and shredded cardboard for packaging parts in an effort to reduce the amount of wood and plastic waste generated at the facility. As part of these efforts, Honda prefers to send its non-recoverable wastes to waste-to-energy facilities instead of landfills for disposal.

On June 28, 2013, Honda filed a complete application seeking an NSL authorizing the delivery of up to 10 tons per calendar year of miscellaneous non-recoverable waste, including putrescible solid waste, generated at its facility to Covanta. The proposed license is subject to approval or denial by the Metro Council because, in addition to the non-recoverable waste, it also authorizes the delivery of putrescible waste to a non-system facility.¹

ANALYSIS/INFORMATION

1. Known Opposition

There is no known opposition to the proposed NSL.

¹ Metro Code Section 5.05.035

2. Legal Antecedents

Section 5.05.035(c) of the Metro Code provides that, when determining whether or not to approve an NSL application, the Metro Council shall consider the following factors to the extent relevant to such determination.

- (1) *The degree to which prior users of the non-system facility and waste types accepted at the non-system facility are known and the degree to which such wastes pose a future risk of environmental contamination;*

The proposed disposal site is a waste-to-energy facility rather than a landfill and thus does not pose the same potential environmental risk from waste delivered from prior users. Air emissions from the facility are controlled through the use of high efficiency combustion within the furnace/boiler as well as by selective non-catalytic reduction, spray dryer absorbers, fabric filter baghouses and an activated carbon injection system. The ash generated at the facility is then disposed at a monofill that is permitted by the Oregon Department of Environmental Quality (DEQ).

- (2) *The record of regulatory compliance of the non-system facility's owner and operator with federal, state and local requirements, including but not limited to public health, safety and environmental rules and regulations;*

Covanta is permitted by the DEQ. Metro staff received verbal confirmation from the DEQ and Marion County that Covanta is in compliance with federal, state, and local requirements. Staff has also received confirmation that Covanta has a good compliance record with respect to public health, safety and environmental rules and regulations.

- (3) *The adequacy of operational practices and management controls at the non-system facility;*

Covanta screens incoming waste for hazardous, radioactive, and other unacceptable materials and has a state-of-the-art emissions control system to minimize the risk of future environmental contamination. In addition, Covanta uses operational practices and management controls that are considered by the DEQ to be appropriate for the protection of health, safety, and the environment.

- (4) *The expected impact on the region's recycling and waste reduction efforts;*

Honda has an aggressive internal recycling program and it seeks to deliver only its non-recyclable waste, including putrescible solid waste, to Covanta instead of a landfill.

The Metro-area waste that is delivered to Covanta is not included in Metro's recovery rate calculation because state statute² stipulates that only those wastesheds that burn mixed solid waste for energy recovery within their wasteshed boundaries may count a portion of it towards their DEQ recovery rate calculation. Marion County is the only wasteshed within Oregon that hosts a waste-to-energy facility

² ORS 465A.010(4)(f)(B)

within its boundaries; therefore, it is the only watershed that is currently allowed to include a portion of the in-County waste that is delivered to Covanta in its recovery rate. Approval of the proposed license is not expected to impact the Metro region's recycling and waste reduction efforts.

(5) *The consistency of the designation with Metro's existing contractual arrangements;*

Metro has a contractual obligation to deliver a minimum of 90 percent of the region's putrescible waste that is delivered to general purpose landfills during the calendar year, to landfills owned by Waste Management. The waste subject to this proposed license will not be disposed at a general-purpose landfill. Thus, approval of the proposed license will not conflict with Metro's disposal contract.

In addition, Metro has a contract with Marion County for the delivery of solid waste from Metro's transfer stations to Covanta. Issuing this NSL is consistent with this existing contractual arrangement.

(6) *The record of the applicant regarding compliance with Metro ordinances and agreements or assistance to Metro in Metro ordinance enforcement and with federal, state and local requirements, including but not limited to public health, safety and environmental rules and regulations; and*

The applicant has a good record of compliance with regard to Metro regulations.

(7) *Such other factors as the Chief Operating Officer deems appropriate for purposes of making such determination.*

Covanta is the primary disposal site for solid waste generated within Marion County. At certain times during the year, in order to operate more efficiently, the facility requires more solid waste than is generated within the County. During these times, Marion County supports the Metro-authorized flow of solid waste to Covanta. In 2012, Metro South Transfer Station delivered approximately 8,400 tons of Metro-area waste to the facility.

The proposed license includes a 27-month term, commencing on October 1, 2013, and expiring on December 31, 2015. Although NSLs are typically issued for a two-year period, staff recommends that the Metro Council establish a 27-month term in this instance in order to align the license with a calendar year renewal cycle. The Metro Code stipulates that new NSLs may be issued for up to a three-year period.³

3. Anticipated Effects

The effect of Resolution No. 13-4457 will be to issue a new NSL authorizing Honda to deliver up to 10 tons per calendar year of miscellaneous non-recoverable waste, including putrescible waste, to Covanta. The proposed NSL would commence on October 1, 2013 and expire on December 31, 2015.

³ Metro Code Section 5.05.035(d)(1)(B)

4. Budget/Rate Impacts

The waste covered under the proposed NSL will be delivered to Covanta. Covanta is not a general-purpose landfill and the proposed tonnage will not impact Metro's obligations under its disposal contract.

The tonnage that Honda seeks to deliver to Covanta under this proposed NSL will most likely be diverted away from Troutdale Transfer Station. As such, this tonnage shift will not impact the cost of disposal for Metro's customers. Furthermore, the regional system fee and excise tax will continue to be collected on the waste covered by this license.

RECOMMENDED ACTION

The COO recommends approval of Resolution No. 13-4457, finding that the license satisfies the requirements of Metro Code Section 5.05.035, and issuance of a new NSL substantially similar to the license attached to the resolution as Exhibit A.

TG/WJ:bjl
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Agenda Item No. 3.3

Resolution No. 13-4458, For the Purpose of Authorizing the Chief Operating Officer to Issue a Non-System License to Boeing Company for Delivery of Non-Recoverable Solid Waste and Putrescible Waste to the Covanta Waste-to-Energy Facility in Marion County, Oregon.

Consent Agenda

Metro Council Meeting
Thursday, Sept. 26, 2013
Metro, Council Chamber

BEFORE THE METRO COUNCIL

AUTHORIZING THE CHIEF OPERATING OFFICER TO ISSUE A) RESOLUTION NO. 13-4458
NON-SYSTEM LICENSE TO THE BOEING COMPANY FOR)
DELIVERY OF NON-RECOVERABLE SOLID WASTE AND) Introduced by Martha J. Bennett,
PUTRESCIBLE WASTE TO THE COVANTA WASTE-TO-) Chief Operating Officer, with the
ENERGY FACILITY IN MARION COUNTY, OREGON) concurrence of Tom Hughes,
) Council President

WHEREAS, the Metro Code requires a non-system license of any person that delivers solid waste generated from within the Metro Region to a non-system disposal facility; and

WHEREAS, the Boeing Company has filed a complete application seeking a non-system license to deliver non-recoverable solid waste and putrescible waste to the Covanta Waste-to-Energy Facility for disposal under the provisions of Metro Code Chapter 5.05, "Solid Waste Flow Control;" and

WHEREAS, Metro Code Chapter 5.05 provides that applications for non-system licenses for putrescible waste shall be reviewed by the Chief Operating Officer and are subject to approval or denial by the Metro Council; and

WHEREAS, the Chief Operating Officer has analyzed the application and considered the relevant factors under the Metro Code; and

WHEREAS, the Chief Operating Officer recommends that the non-system license be renewed together with specific conditions as provided in Exhibit A to this Resolution; now therefore,

THE METRO COUNCIL RESOLVES AS FOLLOWS:

1. The non-system license application of the Boeing Company is approved subject to the terms, conditions, and limitations contained in Exhibit A to this Resolution.
2. The Chief Operating Officer is authorized to issue to the Boeing Company a Solid Waste Facility Non-System License substantially similar to the one attached as Exhibit A.

ADOPTED by the Metro Council this ____ day of _____, 2013.

Tom Hughes, Council President

Approved as to Form:

Alison Kean, Metro Attorney

Resolution No. 13-4458

TG/WJ:bjl

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600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1835 | FAX 503 813 7544



METRO

**METRO SOLID WASTE FACILITY
NON-SYSTEM LICENSE**

No. N-140-13

LICENSEE:
Boeing Company 19000 NE Sandy Blvd Gresham, OR 97230
CONTACT PERSON:
Mike Bernard Phone: (971) 221-1905 E-mail: Micheael.P.Bernard@boeing.com
MAILING ADDRESS:
Boeing Company PO Box 20487 Portland, OR 97294-0487

ISSUED BY METRO:

Scott Robinson, Deputy Chief Operating Officer

Date



1	NATURE OF WASTE COVERED BY LICENSE
	Non-recoverable solid waste commingled with putrescible waste, including restroom and lunchroom waste, and special waste consisting of oily solids, absorbent material, shop cleanup debris, non-hazardous shot-blasting residue and floor sweepings including mixed metal chips generated at the Boeing Company site located at 19000 NE Sandy Blvd in Gresham, Oregon.
2	CALENDAR YEAR TONNAGE LIMITATION
	Licensee is authorized to deliver to the non-system facility described in Section 3 of this license up to 500 tons per calendar year of the waste described in Section 1 of this license.
3	NON-SYSTEM FACILITY
	<p>The Licensee hereunder is authorized to deliver the waste described above in Section 1 only to the following non-system facility:</p> <p style="text-align: center;">Covanta Waste-to-Energy Facility 4850 Brooklake Road, NE Brooks, OR 97305</p> <p>This license is issued on condition that the non-system facility named in this section is authorized to accept the type of waste described in Section 1. If Metro receives notice from the Oregon Department of Environmental Quality that this non-system facility is not authorized to accept such waste, Metro may immediately terminate this license pursuant to Section 7 of this license.</p>
4	TERM OF LICENSE
	The term of this license will commence on October 1, 2013 and expire at midnight on December 31, 2015, unless terminated sooner under Section 7 of this license.
5	REPORTING OF ACCIDENTS AND CITATIONS
	Licensee shall report to Metro any significant incidents (such as fires), accidents, and citations involving vehicles of its transportation carrier during the loading and transporting of the solid waste on behalf of the Licensee.



6	RECORD KEEPING AND REPORTING
	<p>(a) The Licensee shall keep and maintain accurate records of the amount of all solid waste that the Licensee delivers to the non-system facility described in Section 3 of this license. The Licensee shall keep and maintain complete and accurate records of the following for all transactions with the authorized non-system facility:</p> <ul style="list-style-type: none">i. Ticket or weight slip number from the non-system facility;ii. Material category designating the type of material transferred to the non-system facility;iii. Date the load was transferred to the non-system facility;iv. Time the load was transferred to the non-system facility;v. Net weight of the load; andvi. Fee charged by the non-system facility <p>(b) No later than the fifteenth (15th) day of each month, beginning with the first month following the commencement date of this license, Licensee shall:</p> <ul style="list-style-type: none">i. Transmit the records required under Section 6(a) above to Metro in an electronic format prescribed by Metro;ii. Submit to Metro a Regional System Fee and Excise Tax Report, that covers the preceding month; andiii. Remit to Metro the requisite Regional System Fees and Excise Tax in accordance with the Metro Code provisions applicable to the collection, payment, and accounting of such fees and taxes. <p>(c) Licensee shall make all records from which Sections 6(a) and 6(b) above are derived available to Metro (or Metro's designated agent) for its inspection or copying, as long as Metro provides no less than three (3) business days written notice of an intent to inspect or copy documents. Licensee shall, in addition, sign or otherwise provide to Metro any consent or waiver necessary for Metro to obtain information or data from a third party, including the non-system facility named in Section 3, above.</p>

7	ADDITIONAL LICENSE CONDITIONS
	<p>This license shall be subject to the following conditions:</p> <p>(a) The permissive transfer of solid waste to the non-system facility, listed in Section 3, authorized by this license shall be subordinate to any subsequent decision by Metro to direct the solid waste described in this license to any other facility.</p> <p>(b) This license shall be subject to amendment, modification, or termination by Metro's Chief Operating Officer (the "COO") in the event that the COO determines that:</p>



	<ul style="list-style-type: none"> i. There has been sufficient change in any circumstances under which Metro issued this license; ii. The provisions of this license are actually or potentially in conflict with any provision in Metro’s disposal contract with Oregon Waste Systems, Inc.; or iii. Metro’s solid waste system or the public will benefit from, and will be better served by, an order directing that the waste described in Section 1 of this license be transferred to, and disposed of at, a facility other than the facility listed in Section 3. <p>(c) This license shall, in addition to subsections (b)(i) through (b)(iii), above, be subject to amendment, modification, suspension, or termination pursuant to the Metro Code.</p> <p>(d) The Licensee shall not transfer or assign any right or interest in this license without prior written notification to, and approval of, Metro.</p> <p>(e) This license shall terminate upon the execution of a designated facility agreement with the facility listed in Section 3 that authorizes the facility to accept the waste described in Section 1 of this license.</p> <p>(f) This license authorizes the delivery of solid waste to the facility listed in Section 3. Transfer of waste generated from within the Metro boundary to any non-system facility other than that specified in this license is prohibited unless authorized in writing by Metro.</p>
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8	COMPLIANCE WITH LAW
	<p>Licensee shall fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders, and permits pertaining in any manner to this license, including all applicable Metro Code provisions and administrative procedures adopted pursuant to Chapter 5.05 whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the collection and hauling of the Licensee’s solid waste by federal, state, regional or local governments or agencies having jurisdiction over solid waste generated by the Licensee shall be deemed part of this license as if specifically set forth herein.</p>

9	INDEMNIFICATION
	<p>Licensee shall defend, indemnify and hold harmless Metro, its elected officials, officers, employees, agents and representatives from any and all claims, demands, damages, causes of action, or losses and expenses, or including all attorneys’ fees, whether incurred before any litigation is commenced, during any litigation or on appeal, arising out of or related in any way to the issuance or administration of this non-system license or the transport and disposal of the solid waste covered by this license.</p>



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STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 13-4458 AUTHORIZING THE CHIEF OPERATING OFFICER TO ISSUE A NON-SYSTEM LICENSE TO THE BOEING COMPANY FOR DELIVERY OF NON-RECOVERABLE SOLID WASTE AND PUTRESCIBLE WASTE TO THE COVANTA WASTE-TO-ENERGY FACILITY IN MARION COUNTY, OREGON

September 17, 2013

Prepared by: Warren Johnson
(503) 797-1836

Approval of Resolution No. 13-4458 will authorize the Chief Operating Officer (COO) to issue a non-system license (NSL) to the Boeing Company (Boeing) to annually deliver up to 500 tons of non-recoverable solid waste and putrescible solid waste from its facility within the Metro region to the Covanta Waste-to-Energy Facility (Covanta) in Marion County, Oregon.

BACKGROUND

The applicant, Boeing, operates an airplane parts manufacturing and assembly facility located at 19000 NE Sandy Blvd. in Gresham, Oregon (Metro District 1). Boeing also manufactures and sends parts to its other facility in Washington for additional assembly. The facility also houses an office and lunchroom on site.

Boeing routinely generates miscellaneous non-recoverable wastes at the above-mentioned facility which include office, restroom, and lunchroom waste and special waste consisting of oily solids, absorbent material, shop cleanup debris, non-hazardous shot-blasting residue, and floor sweepings including mixed metal chips. The company makes efforts to reduce, reuse, and recycle waste whenever possible. For example, the company has implemented an internal diversion program in which it tracks its recovery efforts for a variety of materials generated at the site including metals, paper, cardboard, glass, wood, food waste, and landscape waste. During the months of January through June 2013, the company reported an average monthly diversion rate of about 93 percent. As part of these efforts, Boeing prefers to send its non-recoverable wastes to waste-to-energy facilities instead of landfills for disposal.

On June 26, 2013, Boeing filed a complete application seeking an NSL authorizing the delivery of up to 500 tons per calendar year of miscellaneous non-recoverable waste, including putrescible solid waste, generated at its facility to Covanta. The proposed license is subject to approval or denial by the Metro Council because, in addition to the non-recoverable waste, it also authorizes the delivery of putrescible waste to a non-system facility.¹

ANALYSIS/INFORMATION

1. Known Opposition

There is no known opposition to the proposed NSL.

¹ Metro Code Section 5.05.035

2. Legal Antecedents

Section 5.05.035(c) of the Metro Code provides that, when determining whether or not to approve an NSL application, the Metro Council shall consider the following factors to the extent relevant to such determination.

- (1) *The degree to which prior users of the non-system facility and waste types accepted at the non-system facility are known and the degree to which such wastes pose a future risk of environmental contamination;*

The proposed disposal site is a waste-to-energy facility rather than a landfill and thus does not pose the same potential environmental risk from waste delivered from prior users. Air emissions from the facility are controlled through the use of high efficiency combustion within the furnace/boiler as well as by selective non-catalytic reduction, spray dryer absorbers, fabric filter baghouses and an activated carbon injection system. The ash generated at the facility is then disposed at a monofill that is permitted by the Oregon Department of Environmental Quality (DEQ).

- (2) *The record of regulatory compliance of the non-system facility's owner and operator with federal, state and local requirements, including but not limited to public health, safety and environmental rules and regulations;*

Covanta is permitted by the DEQ. Metro staff received verbal confirmation from the DEQ and Marion County that Covanta is in compliance with federal, state, and local requirements. Staff has also received confirmation that Covanta has a good compliance record with respect to public health, safety and environmental rules and regulations.

- (3) *The adequacy of operational practices and management controls at the non-system facility;*

Covanta screens incoming waste for hazardous, radioactive, and other unacceptable materials and has a state-of-the-art emissions control system to minimize the risk of future environmental contamination. In addition, Covanta uses operational practices and management controls that are considered by the DEQ to be appropriate for the protection of health, safety, and the environment.

- (4) *The expected impact on the region's recycling and waste reduction efforts;*

Boeing has an aggressive internal recycling program and it seeks to deliver only its non-recyclable waste, including putrescible solid waste, to Covanta.

The Metro-area waste that is delivered to Covanta is not included in Metro's recovery rate calculation because state statute² stipulates that only those wastesheds that burn mixed solid waste for energy recovery within their wasteshed boundaries may count a portion of it towards their DEQ recovery rate calculation. Marion County is the only wasteshed within Oregon that hosts a waste-to-energy facility

² ORS 465A.010(4)(f)(B)

within its boundaries; therefore, it is the only watershed that is currently allowed to include a portion of the in-County waste that is delivered to Covanta in its recovery rate. Approval of the proposed license renewal is not expected to impact the Metro region's recycling and waste reduction efforts.

(5) *The consistency of the designation with Metro's existing contractual arrangements;*

Metro has a contractual obligation to deliver a minimum of 90 percent of the region's putrescible waste that is delivered to general purpose landfills during the calendar year, to landfills owned by Waste Management. The waste subject to this proposed license will not be disposed at a general-purpose landfill. Thus, approval of the proposed license will not conflict with Metro's disposal contract.

In addition, Metro has a contract with Marion County for the delivery of solid waste from Metro's transfer stations to Covanta. Issuing this NSL is consistent with this existing contractual arrangement.

(6) *The record of the applicant regarding compliance with Metro ordinances and agreements or assistance to Metro in Metro ordinance enforcement and with federal, state and local requirements, including but not limited to public health, safety and environmental rules and regulations; and*

The applicant is in good standing with Metro.

(7) *Such other factors as the Chief Operating Officer deems appropriate for purposes of making such determination.*

Covanta is the primary disposal site for solid waste generated within Marion County. At certain times during the year, in order to operate more efficiently, the facility requires more solid waste than is generated within the County. During these times, Marion County supports the Metro-authorized flow of solid waste to Covanta. In 2012, Metro South Transfer Station delivered approximately 8,400 tons of Metro-area waste to the facility.

The proposed license includes a 27-month term, commencing on October 1, 2013, and expiring on December 31, 2015. Although NSLs are typically issued for a two-year period, staff recommends that the Metro Council establish a 27-month term in this instance in order to align the license with a calendar year renewal cycle. The Metro Code stipulates that new NSLs may be issued for up to a three-year period.³

3. Anticipated Effects

The effect of Resolution No. 13-4458 will be to issue a new NSL authorizing Boeing to deliver up to 500 tons per calendar year of non-recoverable solid waste, putrescible solid waste, to Covanta. The proposed NSL would commence on October 1, 2013 and expire on December 31, 2015.

4. Budget/Rate Impacts

³ Metro Code Section 5.05.035(d)(1)(B)

The waste covered under the proposed NSL will be delivered to Covanta. Covanta is not a general-purpose landfill and the proposed tonnage will not impact Metro's obligations under its disposal contract.

The tonnage that Boeing seeks to deliver to Covanta under this proposed NSL will most likely be diverted away from Troutdale Transfer Station and Hillsboro Landfill. As such, this tonnage shift will not impact the cost of disposal for Metro's customers. Furthermore, the regional system fee and excise tax will continue to be collected on the waste covered by this license.

RECOMMENDED ACTION

The COO recommends approval of Resolution No. 13-4458, finding that the license renewal satisfies the requirements of Metro Code Section 5.05.035, and issuance of an NSL substantially similar to the NSL attached to the resolution as Exhibit A.

TG/WJ:bjl
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Queue

Agenda Item No. 4.1

Ordinance No. 13-1314, For the Purpose of Annexing to the Metro District Boundary Approximately 10.63 Acres Located at 5285 NW 253rd Avenue in Hillsboro.

Ordinances – Second Reading & Quasi-judicial Hearing

Metro Council Meeting
Thursday, Sept. 26, 2013
Metro, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ANNEXING TO THE METRO DISTRICT BOUNDARY APPROXIMATELY 10.63 ACRES LOCATED AT 5285 NW 253RD AVENUE IN HILLSBORO) Ordinance No. 13-1314) Introduced by Chief Operating Officer Martha Bennett with the Concurrence of Council President Tom Hughes

WHEREAS, Portland General Electric, has submitted a complete application for annexation of 10.63 acres ("the territory") located at 5285 NW 253rd Avenue in Hillsboro to the Metro District; and

WHEREAS, the Metro Council added the Evergreen area to the UGB, including the territory, by Ordinance No. 05-1070A on November 17, 2005; and

WHEREAS, Title 11 (Planning for New Urban Areas) of the Urban Growth Management Functional Plan requires annexation to the district prior to application of land use regulations intended to allow urbanization of the territory; and

WHEREAS, Metro has received consent to the annexation from the owners of the land in the territory; and

WHEREAS, the proposed annexation complies with the requirements of Metro Code 3.09.070; and

WHEREAS, the Council held a public hearing on the proposed amendment on September 26, 2013; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

- 1. The Metro District Boundary Map is hereby amended, as indicated in Exhibit A, attached and incorporated into this ordinance.
3. The proposed annexation meets the criteria in section 3.09.070 of the Metro Code, as demonstrated in the Staff Report dated August 29, 2013, attached and incorporated into this ordinance.

ADOPTED by the Metro Council this ____ day of September, 2013.

Tom Hughes, Council President

Attest:

Approved as to form:

Kelsey Newell, Recording Secretary

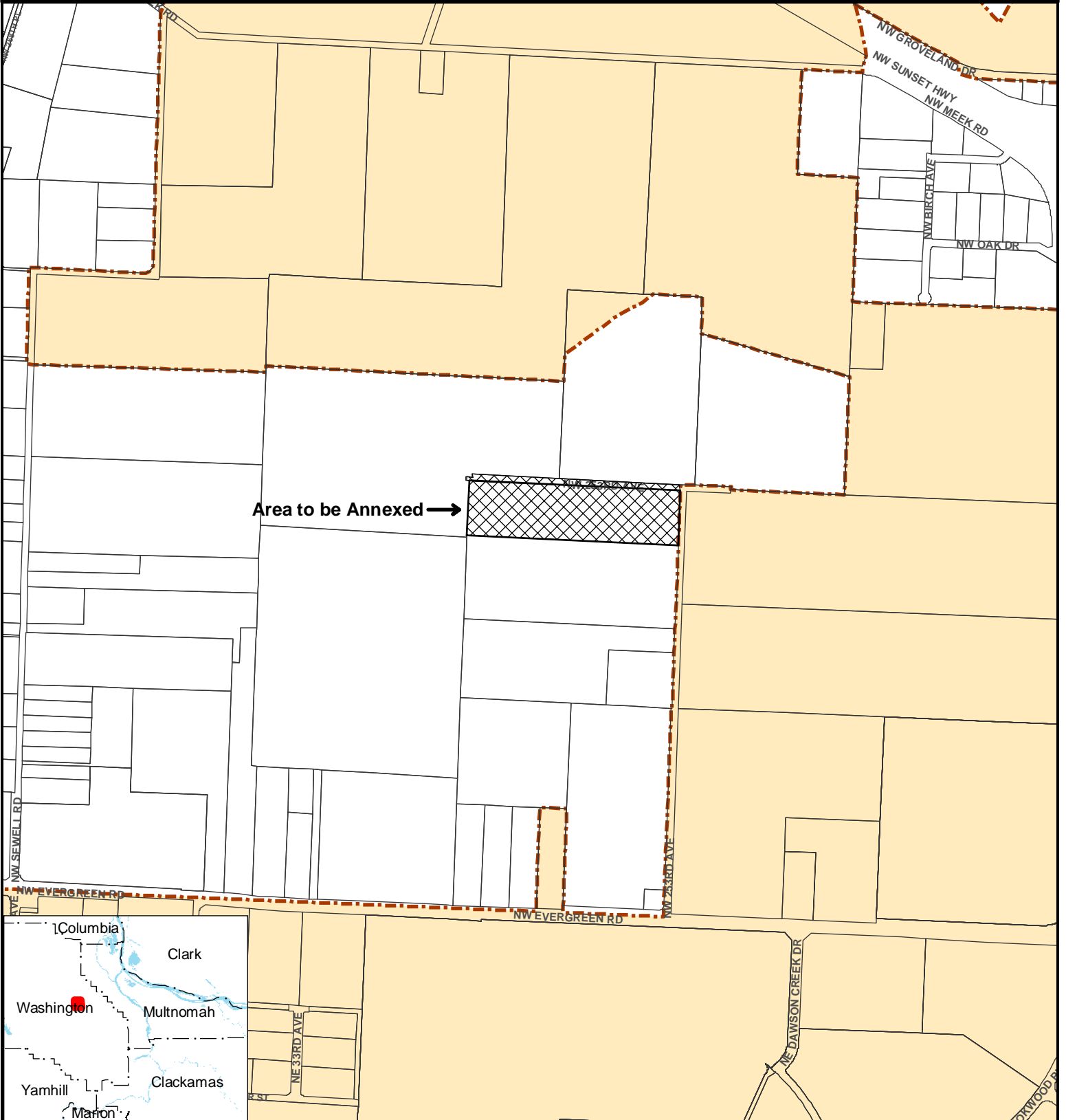
Alison Kean, Metro Attorney

Proposal No. AN-0313

1N2W21

Annexation to the Metro District Boundary

Washington County






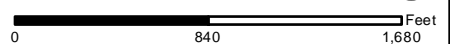
Area to be Annexed →



Proposal No. AN-0313 Metro District Boundary

1:10,000

-  Area to be annexed
-  Taxlots
-  Metro District Boundary



Data Resource Center
 600 NE Grand Ave
 Portland, OR 97232-2736
 (503) 797-1742
<http://www.oregonmetro.gov/drc>

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STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 13-1314, FOR THE PURPOSE OF ANNEXING TO THE METRO DISTRICT BOUNDARY APPROXIMATELY 10.63 ACRES LOCATED AT 5285 NW 253RD AVENUE IN HILLSBORO

Date: August 29, 2013

Prepared by: Tim O'Brien
Principal Regional Planner

BACKGROUND

CASE: AN-0313, Annexation to Metro District Boundary

PETITIONER: Portland General Electric
121 SW Salmon Street
Portland, OR 97204

PROPOSAL: The petitioner requests annexation of one property to the Metro District boundary following the Metro Council's addition of the property to the Urban Growth Boundary (UGB) in 2005. The property was annexed to the City of Hillsboro on July 16, 2013.

LOCATION: The property is located in Hillsboro at 5285 NW 253rd Avenue and is 10.63 acres in size. A map of the area can be seen in Attachment 1.

ZONING: The property was annexed into the City of Hillsboro and zoned Industrial Sanctuary (IS).

The proposal consists of one tax lot. The land was added to the UGB in 2005 and is part of the Evergreen Area Industrial Plan that was adopted by Hillsboro. The land must be annexed into the Metro District for urbanization to occur.

APPLICABLE REVIEW CRITERIA

The criteria for an expedited annexation to the Metro District Boundary are contained in Metro Code Section 3.09.070.

3.09.070 Changes to Metro's Boundary

(E) The following criteria shall apply in lieu of the criteria set forth in subsection (d) of section 3.09.050. The Metro Council's final decision on a boundary change shall include findings and conclusions to demonstrate that:

- 1. The affected territory lies within the UGB;*

Staff Response:

The subject parcel was brought into the UGB in 2005 through the Metro Council's adoption of Ordinance No. 05-1070A.

- 2. The territory is subject to measures that prevent urbanization until the territory is annexed to a city or to service districts that will provide necessary urban services; and*

Staff Response:

The conditions of approval for Ordinance No. 05-1070A include a requirement that the City of Hillsboro apply interim protection measures as outlined in Urban Growth Management Functional Plan Title 11: Planning for New Urban Areas, until the effective date of the comprehensive plan provisions and land use regulations are adopted to implement Title 11. In addition Washington County applied the Future Development-20 Acres (FD-20) designation to prevent premature urbanization of the Evergreen area prior to annexation to the City of Hillsboro.

3. *The proposed change is consistent with any applicable cooperative or urban service agreements adopted pursuant to ORS Chapter 195 and any concept plan.*

Staff Response:

The property proposed for annexation is part of Hillsboro's Evergreen Area Industrial Plan established by the City of Hillsboro in 2008. The proposed annexation is consistent with the plan and Washington County and the City of Hillsboro have agreed that urban level development will occur following annexation. The inclusion of the property within the Metro District is consistent with all applicable plans.

ANALYSIS/INFORMATION

Known Opposition: There is no known opposition to this application.

Legal Antecedents: Metro Code 3.09.070 allows for annexation to the Metro District boundary.

Anticipated Effects: This amendment will add approximately 10.63 acres to the Metro District. The land is currently within the UGB and within the city limits of Hillsboro. Approval of this request will allow for the urbanization of the parcel to occur consistent with the Evergreen Area Industrial Plan.

Budget Impacts: The applicant was required to file an application fee to cover all costs of processing this annexation request, thus there is no budget impact.

RECOMMENDED ACTION

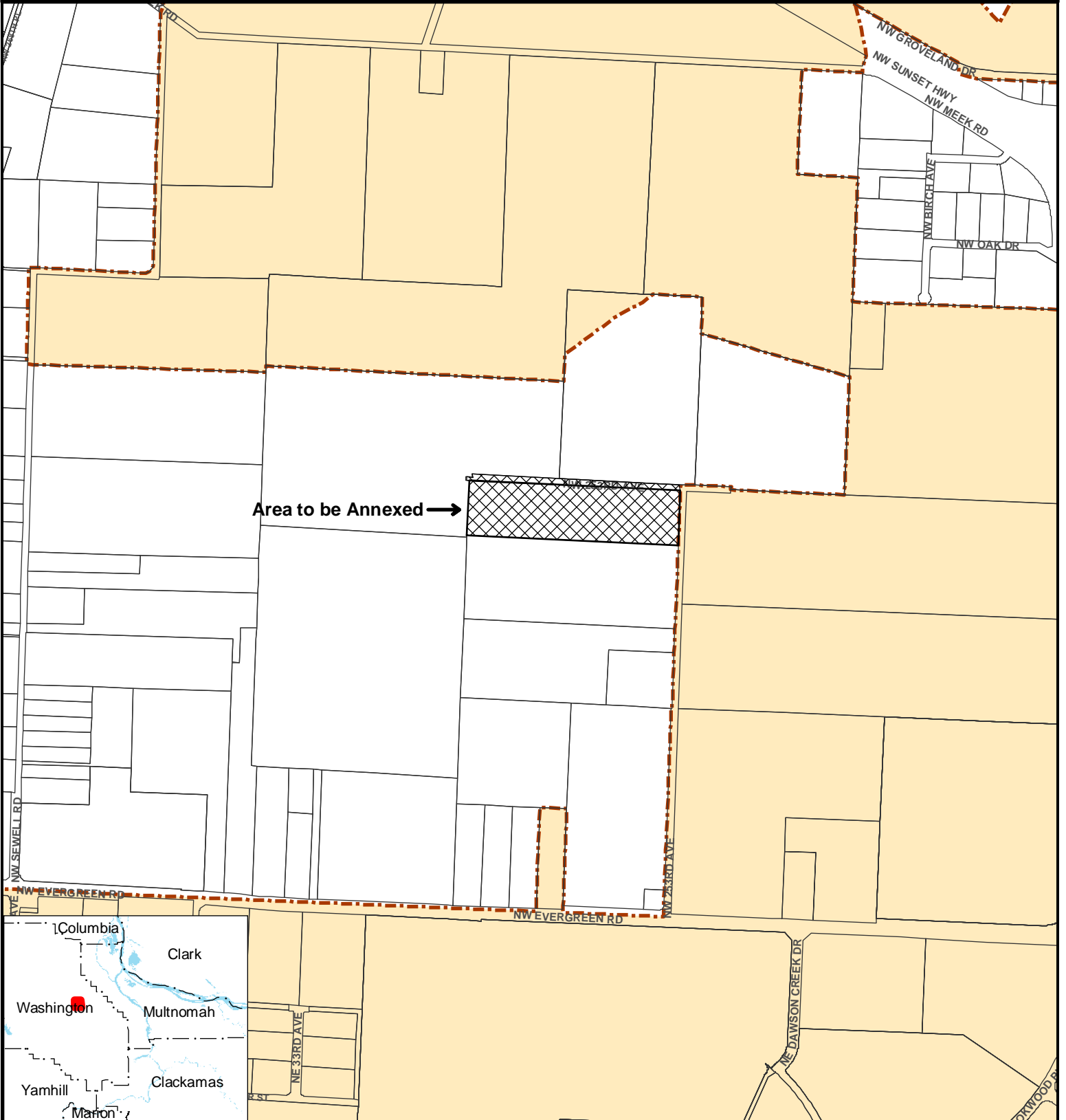
Staff recommends adoption of Ordinance No. 13-1314.

Proposal No. AN-0313

1N2W21

Annexation to the Metro District Boundary

Washington County






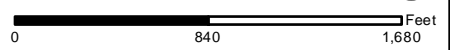
Area to be Annexed →



Proposal No. AN-0313 Metro District Boundary

1:10,000

-  Area to be annexed
-  Taxlots
-  Metro District Boundary



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Agenda Item No. 5.1

Resolution No. 13-4454, For the Purpose of Acknowledging the Work Completed to Date and Initiating Further Review of the Regional Active Transportation Plan Prior to Adoption as a Component of the Regional Transportation Plan.

Resolutions

Metro Council Meeting
Thursday, Sept. 26, 2013
Metro, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ACKNOWLEDGING) RESOLUTION NO. 13-4454
THE WORK COMPLETED TO DATE AND)
INITIATING FURTHER REVIEW OF THE) Introduced by Councilor Kathryn Harrington
REGIONAL ACTIVE TRANSPORTATION)
PLAN PRIOR TO ADOPTION AS A)
COMPONENT OF THE REGIONAL)
TRANSPORTATION PLAN)

WHEREAS, the Metro Council, with the advice and support of the Metro Policy Advisory Committee (“MPAC”) and the Joint Policy Advisory Committee on Transportation (“JPACT”), adopted the 2035 Regional Transportation Plan (“RTP”) in 2010 by Ordinance No. 10-1241B; and

WHEREAS, the RTP supports the completion of a fully developed regional active transportation network and identifies development of a Regional Active Transportation Plan (“ATP”) as an implementation activity that is a critical part of the identified strategy to develop the regional active transportation network; and

WHEREAS, planning and implementing a regional active transportation network is a component of the region’s work to develop vibrant, prosperous and sustainable communities with safe and reliable transportation choices, that minimize greenhouse gas emissions and that distribute the benefits and burdens of development equitably in the region; and

WHEREAS, the Metro Council adopted Resolution No. 11-4239 (For the Purpose of Supporting Development of a Regional Active Transportation Plan) directing staff to apply for a Transportation Growth Management grant application to the Oregon Department of Transportation to help fund development of the Regional Active Transportation Plan; and

WHEREAS, Metro worked with the Executive Council for Active Transportation, Metro’s advisory committees and a regional Stakeholder Advisory Committee comprised of staff and representatives from Clackamas, Multnomah and Washington counties, the cities of Cornelius, Fairview, Forest Grove, Gresham, Hillsboro, and Portland, the Oregon Department of Transportation, TriMet, and other stakeholders representing public health, parks and active transportation perspectives to develop the Draft ATP; and

WHEREAS, the Draft ATP recommends updates to the RTP regional pedestrian and bicycle networks and functional classifications, and new projects, design guidelines, policies and implementing actions that will help achieve the region’s Six Desired Outcomes and existing RTP goals, objectives and performance targets; and

WHEREAS, the Metro Council, JPACT, MPAC, Metro Technical Advisory Committee (“MTAC”), Transportation Policy Advisory Committee (“TPAC”) and the Stakeholder Advisory Committee have considered the Draft ATP and recognize that additional review of the draft plan is needed as part of the comprehensive update of the RTP in 2013-14; and

WHEREAS, the Draft ATP project list will be available for cities, counties and agencies to consider and to propose specific projects for Metro's incorporation into the RTP as part of the update to the RTP in 2013-2014; and

WHEREAS, MPAC and JPACT have accepted the draft plan to formally acknowledge the work completed to date with the understanding that there will be opportunities for further review and refinement of the Draft ATP before any recommendations are included in the comprehensive plan update of the RTP in 2014; NOW THEREFORE

BE IT RESOLVED that the Metro Council:

1. Acknowledges the Draft Regional Active Transportation Plan, attached to this resolution as Exhibit A, to formally acknowledge the work completed to date.
2. Directs staff to provide opportunities for further review and refinement of the plan by local governments, ODOT, TriMet and other stakeholders through the comprehensive update of the Regional Transportation Plan and prepare amendments to the Regional Transportation Plan for final public review as part of the Regional Transportation Plan update in 2014.
3. Declares that Resolution No. 13-4454 does not adopt the Draft Regional Active Transportation Plan or direct local plans. The resolution acknowledges the draft plan for final review and refinement as part of the Regional Transportation Plan update in 2014, to be considered for adoption by ordinance as a component of the Regional Transportation Plan following public hearings in 2014.

ADOPTED by the Metro Council this 26 day of September, 2013.

Tom Hughes, Council President

Approved as to form:

Alison Kean Campbell, Metro Attorney

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CLICK HERE FOR FULL REPORT



REGIONAL

ACTIVE

TRANSPORTATION PLAN

REVIEW DRAFT 2

AUGUST 2013



STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 13- 4454, FOR THE PURPOSE OF ACKNOWLEDGING THE WORK COMPLETED TO DATE AND INITIATING FURTHER REVIEW OF THE REGIONAL ACTIVE TRANSPORTATION PLAN PRIOR TO ADOPTION AS A COMPONENT OF THE REGIONAL TRANSPORTATION PLAN

Date: September 12, 2013

Prepared by: Lake Strongheart McTighe
503-797-1660

BACKGROUND

The Metro Council has a long history of supporting and advancing active transportation through numerous policies, plans and projects including development of pedestrian and bicycle policies and networks in the Regional Transportation Plan, development of the Regional Trails and Greenways plan, development of bicycle modeling tools, transit corridor planning and project development, mapping and data development, sponsoring events and programs, projects funded through Regional Flexible Funds and leadership on climate change.

In partnership with key stakeholders and with the support of the Metro Council, Metro has completed a draft Regional Active Transportation Plan (“ATP”). The need for a regional ATP was identified as an implementation activity of the 2035 Regional Transportation Plan (“RTP”). The plan is intended to:

1. Provide the region with a strategy to support jurisdictions and agencies completing and expanding the identified regional pedestrian and bicycle networks integrated with transit.
2. Increase the competitiveness of jurisdictions and agencies for active transportation, sustainability and health related funding.
3. Provide the best available information and practices to support communities in achieving local aspirations, transportation plans, goals and targets and the region’s six desired outcomes.

The draft ATP includes the following elements to support achieving these outcomes:

- a vision for a complete transportation system that includes active transportation
- updates to the RTP regional bicycle and pedestrian network visions and concepts
- updates to the functional classifications of the RTP regional bicycle and pedestrian networks
- guiding principles for developing the active transportation network
- benefits of active transportation, including health, safety, environmental and economic
- findings and opportunities for moving forward
- evaluation of improvements to the pedestrian and bicycle networks identifying areas where improvements will increase access for the most people and for underserved populations
- modal targets and performance measures
- recommended design guidelines to make walking safer and more attractive
- recommended policies and implementing actions and a project list
- implementation and funding strategies

Technical development of the draft ATP was guided by a regional Stakeholder Advisory Committee over 18 months, 10 meetings and 6 workgroup meetings. Representatives on the committee included staff from each of the counties, Tualatin Hills Park and Recreation District, staff from the cities of Hillsboro, Portland, Gresham, and Forest Grove, ODOT and TriMet, and bicycle, pedestrian, health and elder advocacy groups. Additional guidance was provided by the Metro Council and the Executive Council for Active Transportation. Additionally, other stakeholder groups received presentations and information on

the project and provided input. Metro advisory committees, TPAC, MTAC, MPAC and JPACT received presentations at the start of the project including an overview of the workplan, the schedule ways to stay engaged in the project and were provided with three project update factsheets. A project webpage includes materials and meeting records. A public open house was held in May. Over 100 people attended. Presentations and a workshop were also conducted at the 2012 Oregon Active Transportation Summit, the Intertwine Alliance Summit and Quarterly Trails forums. Refer to Chapter 16 of the ATP for a list of stakeholders that were engaged in the project.

The draft ATP and several technical reports were completed in July 2013, satisfying the requirements of an ODOT Transportation Growth Management grant which provided funding for the project. A subsequent revised draft of the plan (attached as Exhibit A to the Resolution) was completed in August 2013. The revised draft includes changes in response to stakeholder comments. The majority of stakeholder comments fell into the following areas:

- How the ATP might inform future funding decisions, especially for Regional Flexible Funds.
- How the design guidelines will be used and if they will be required, and/or tied to funding.
- Potential impact of proposed ATP policies on local plans and projects, including impact to freight routes and wildlife habitat.
- How the proposed implementing actions of the recommended policies would be realized.
- When more requirements for increasing bicycle and pedestrian networks would be included in the RTP.
- Need for the plan to be implemented with local plans to achieve regional transportation goals.
- The need for more time and process for jurisdictions and agencies to review and refine the draft plan.

Most of the changes to the first draft of the ATP involved clarifying language to more clearly express the intent of the plan and refining the network maps. A track changes version of the ATP was made available to stakeholders and is available Metro's website on the ATP project page. The objectives and outcomes of the plan have not changed. A summary of the changes included in the revised draft ATP is provided in **Attachment 1**. Additionally, **Attachment 2** provides information on the relationship of the ATP to funding policies and priorities.

JPACT and MPAC direction to Metro Council

The version of Resolution No. 13- 4454 attached to this staff report was unanimously recommended for passage by the Metro Council by JPACT and MPAC. The resolution acknowledges work completed to date on the plan and initiates further review and refinement of the ATP through the update of the 2014 RTP. Members of JPACT and MPAC expressed appreciation for the changes reflected in the revised draft of the ATP and for the resources provided by the Metro Council to support further opportunities to refine the ATP and updates to the RTP .

Both MPAC and JPACT recommended that Metro form and staff a regional workgroup to guide the refinement of the draft ATP and the ATP updates to the RTP. Metro is able to provide the staff and resources for the workgroup using the funding provided by the Metro Council to support implementation of the ATP.

The Metro Council provided two years of funding (FY 2013-14 and 2014-15) to begin to implement the ATP through the update of the 2014 RTP and beyond (in Ordinance 13-1300A). **Attachment 3** provides a summary of activities identified to begin implementing the ATP. This funding allows staffing a regional workgroup. The regional workgroup will be open to members of the ATP Stakeholder Advisory Committee (the committee concluded meeting in July 2013), members of TPAC and MTAC, jurisdictions and agency staff, advocates and other interested stakeholders.

ANALYSIS/INFORMATION

1. **Known Opposition**

There is general support for the overall purpose, outcomes and objectives of the regional Active Transportation Plan. JPACT and MPAC voted unanimously to support Resolution No. 13- 4454, with acknowledgment that initial concerns, such as those outlined in a letter submitted by twenty-one of the region's Mayors, have been sufficiently addressed to move forward. Two formal letters of support for the ATP and Resolution No. 13- 4454 were submitted to the Metro Council, JPACT and MPAC from Oregon Walks and the Portland City Club Bicycle Transportation Advocacy and Awareness Committee.

2. **Legal Antecedents**

- *Resolution 08-3936* "For the Purpose of Establishing the Blue Ribbon Committee For Trails";
- *Ordinance 09-1209* "Amending the FY 2008-09 Budget and Appropriations Schedule Transferring for the Integrated Mobility Strategy, adding 1.0 fte";
- *Resolution 09-4099* "For the Purpose of Accepting the Draft 2035 Regional Transportation Plan"; "Ordinance No. 10-1241B "For the Purpose of Amending the 2035 Regional Transportation Plan (Federal Component) and the 2004 Regional Transportation Plan to Comply with Federal and State Law; to Add the Regional transportation Systems Management and Operations Action Plan, the Regional Freight Plan and the High Capacity Transit System Plan; To Amend the Regional Transportation Functional Plan and Add it to the Metro Code; To Amend the Regional Framework Plan; And to Amend the Urban Growth Management Functional Plan";
- *Resolution No. 11-4239* "For the Purpose of Supporting Development of a Regional Active Transportation Action Plan";
- *Ordinances - 13-1300A* "Adopting the Annual Budget For Fiscal Year FY2013-14, Making Appropriations, Levying Ad Valorem Taxes, and Authorizing an Interfund Loan".

3. **Anticipated Effects**

Initial anticipated effects of passing the resolution will be the update of the 2014 RTP with changes from the ATP and adoption of the ATP as a component of the Regional Transportation Plan in July 2014.

Longer term anticipated effects are greater competitiveness for funding and more efficient planning and project development as local plans are knitted together to complete and expand a comprehensive, cohesive and integrated regional active transportation network. As the network continues to expand and walking and bicycling in the region become safer, more comfortable and accessible positive effects on safety, health, the environment and the economy are also anticipated.

4. **Budget Impacts**

Budget was provided in the FY 2013-14 adopted budget to implement next steps identified in resolution. The ATP/RTP workgroup requested by MPAC and JPACT will be supported through this budget. There are no additional budget impacts.

RECOMMENDED ACTION

Staff recommends the Metro Council support this resolution.

Regional Active Transportation Plan

Summary of changes to July 2013 review draft

This document provides a summary of changes made to the July 2013 draft of the Regional Active Transportation Plan (“ATP”). Changes reflect input from stakeholders and primarily include clarifying language to make the intent of the plan clearer.

General

1. Edits for clarity, syntax errors
2. Citations added to provide reference
3. When available, data/context for cities and counties added to reflect differences across the region (e.g. levels of walking and bicycling are not the same in all areas)
4. Added section on the need for unique approaches for implementing the network for different communities in the region
5. Added references to SMART in addition to TriMet
6. Added selected glossary to appendix to provide definitions of new terms
7. Added list of local plans reviewed for development of the plan and networks
8. Removed supplemental reports from appendix – they are referenced and available on Metro’s webpage
9. Formatting/photos added changed in some places to accommodate new text

Networks

1. Added chapter summarizing modeling and GIS evaluation of pedestrian and bicycle networks that was used to help identify recommended updates to the regional pedestrian and bicycle networks
2. Provided more explanatory detail on bicycle and pedestrian network functional classifications
3. Changes to maps made based on input from jurisdictions and stakeholders including adding new routes, refining routes, removing pedestrian only trails from bike map
4. Maps edited for clarity, including color of routes (both bike and pedestrian routes are now green) (Map books - zooms of smaller areas of the region -are being created to aid in future review of the maps)
5. Edited overlap maps of freight and bike networks
6. Added overlap map of freight and pedestrian networks
7. Added overlap maps of sensitive/quality lands and riparian areas (Regional Conservation Strategy) and bike/ped networks

Design Guidelines

1. Added volume of heavy trucks to be considered for Design Type C routes (those pedestrian and bicycle routes that are high speed/traffic)
2. Added section on the need for interim/basic pedestrian and bike facility improvements when highest desired design is not feasible
3. Added additional language on need for protecting environment, avoiding sensitive habitat, and/or using environmentally sensitive design (whichever option is most appropriate)
4. Added language to emphasize guidelines are optional and are provided to encourage consistency of design across the region and best practices to attract people to walking and bicycling

Attachment 1

5. Added language on the need to consider context (including level of activity, land use, nearby destinations, level of transit service, traffic speed and volume) in determining the appropriate design for walkways and bikeways; e.g. design could change along regional pedestrian and bicycle routes and in districts as context changes

Policies and implementing actions

1. Edits for clarity
2. Language to emphasize that implementing actions are proposed and are not policies nor automatically implemented
3. Added additional action under policy 5 for using habitat, sensitive land, riparian and freight route data when planning and implementing routes
4. Added language to action item under Policy 2 to include conservation experts in trail planning

Performance targets

1. Recommend that additional performance measures be included in future ATPs, not in this update of the RTP
2. Added information on new performance management requirements under MAP-21

Funding

1. Clarified costs of network (section was confusing)
2. Added reference to value of bike and pedestrian projects funded through larger roadway projects

Implementation/projects

1. Added project areas (corridors, trails and districts) that rose to the top in evaluation for access and equity as examples of where access could be increased for the most people, highest volume of bicycle trips, and areas with underserved populations
2. Project list added as an attached appendix to the ATP; project list is still being developed. Staff will meet with jurisdictions, agencies and stakeholders to review list and highlight local priorities on the list.

Regional Active Transportation Plan

Relationship to funding policies and priorities

At the August 1 JPACT meeting additional information on the relationship of the Regional Active Transportation Plan (“ATP”) to long term funding policies was requested. Overall, the ATP is provided as a resource that could inform future funding policy discussions and decisions, along with other plans and strategies. The ATP does not mandate dedicating funding for projects.

- Long term regional funding policy is identified in the Regional Transportation Plan (“RTP”). The RTP describes which projects will be funded to complete the regional transportation network. Many of the projects needed to complete the ATP pedestrian and bicycle networks are already listed in the RTP. Additionally, the ATP is identifying gaps in the current RTP project list. This will be provided to local jurisdictions and agencies as a resource as they are developing updates to the RTP project list in the 2014 and future RTP updates.
- Funding priorities are mapped out through local Capital Improvement Plans, the Metropolitan Transportation Improvement Program (MTIP) and the State Transportation Improvement Program (STIP). The ATP does not identify projects for funding priorities, but does provide information and strategies, based on existing best practices and best available information, that can be used at the discretion of jurisdictions and agencies to develop funding priorities that respond to public desires, achieve transportation targets and goals, are cost effective, efficient and provide transportation choices.
- Funding policy for the Regional Flexible Fund Allocation (RFFA) by Metro as a part of the MTIP process is adopted by JPACT and the Metro Council. Information in the ATP can be used to inform the upcoming RFFA/MTIP policy discussion but the decision to guide federal investments toward Active Transportation Plan objectives is an MTIP/RFFA policy decision, not an ATP decision.
- The ATP provides the best available information and best practices in active transportation to support achieving community aspirations – the regional active transportation network is local networks connected together. The plan identifies high opportunity investment areas for projects, and funding and implementation strategies. This information is provided as a resource to communities to identify projects that provide a high return on investment as they implement their local plans (and thus, regional plans).
- By providing a vision of a comprehensive regional network comprised of linked local networks, the ATP improves the ability of jurisdictions and agencies to secure federal and state safety, transportation, health and sustainability related funding to implement projects identified in local and regional plans. The regional impact of connected, continuous local networks is highlighted in the plan making local jurisdictions, and hence the region, more competitive.

Regional Active Transportation Plan Implementation Activities

Background: The Metro Council provided two years of funding (FY 2013-14 and 2014-15) to begin to implement the Regional Active Transportation Plan (“ATP”) through the update of the 2014 Regional Transportation Plan (“RTP”) and beyond.

Scope & Timeline: The following ATP implementation activities and products are grouped under four major activity areas, with each area organized according to. These activities are proposed and could change.

- Activities in the 2014 Regional Transportation Plan update work program to be completed in 2013-14; these activities and products will be more fully accomplished with the additional funding.
- Additional activities and products that have been added to the work program for 2013-14 (year 1).
- Additional activities and products that have been added to the work program for 2014-15 (year 2).
- Identified activities not currently included in the work program.

<p>A. Incorporation of the ATP policies and projects into the Regional Transportation Plan and the Regional Transportation Functional Plan during the 2014 update and into other regional projects – “Adopt regionally”</p>
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Implementation activities included in the draft 2014 RTP work scope:

1. Local jurisdictions can add recommended ATP projects into the Regional Transportation Plan financially constrained or state project list.
2. Adopt updated pedestrian, bicycle and integrated active transportation maps, concepts, functional classes and design guidelines into the Regional Transportation Plan.
3. Incorporate language and policy changes into the Regional Transportation Plan.
4. Use regional pedestrian and bicycle networks in Climate Smart Communities Scenario C.
5. Integrate regional bicycle and pedestrian parkway projects and design guidelines into SW Corridor plan and utilize project priorities for Powell-Division Transit Project and Community Investment Initiative.
6. Local jurisdictions update TSPs with ATP recommendations.

Additional implementation activities proposed for Year 1:

1. Support local jurisdiction staff to add ATP recommended projects to the RTP and local project lists.
2. Communicate with Metro policy advisory committees, local elected officials, decision makers and other stakeholder groups and interested parties on the proposed changes and recommendations in the ATP, and importance of implementing the ATP and benefits of active transportation.
3. Begin to develop proposed policy/required action changes for the Regional Transportation Functional Plan, to be considered in the 2018 update of the RTP.

Implementation activities proposed for Year 2:

1. Refine existing RTP system performance measures and targets (such as a complete networks policy) to meet active transportation goals and new federal performance measure requirements. Develop a sustainable data management tool for periodic reporting on progress toward these targets.
2. Work on proposal for RTP project prioritization and submittal criteria, perhaps setting modal investment targets based on projects contribution to meeting the RTP non-sov modal targets.

B. Communicate, advocate, participate and facilitate the implementation of the ATP with regional partners and through local plans, project lists and activities – “Adopt locally”

Implementation activities proposed for Year 1:

1. Convene partners and stakeholders periodically to build support and maintain momentum.
2. Coordinate and develop partnership with ODOT Active Transportation Program.
3. Remain a participating partner in developing the Oregon Active Transportation Summit.
4. Participate in development of ODOT Bicycle and Pedestrian Plan.
5. Participate in local pedestrian and bicycle advisory committees.
6. Participate in local TSP updates to include ATP recommendations.
7. Participate in the refinement of the TriMet Transportation Improvement Program and transit access study implementation.

Implementation activities proposed for Year 2:

1. Continue implementation activities from Year 1.
2. Support an ongoing regional active transportation forum, building on success of SAC, focusing on the development of pipeline projects at the local level; advancement of best practices; and building of local staff understanding and expertise about the ATP ad active transportation in general.

C. Support best practices for implementing a regional active transportation network that is available for all ages and abilities and helps achieve desired regional outcomes – “Better result on the ground”

Implementation activities proposed for Year 1:

1. Work with partners on potential update of ORS 366.514 Oregon’s walking and bicycling bill, or a regional policy, to complete pedestrian and bicycle networks through roadway maintenance projects to bring roadways up to AASHTO design standards for pedestrians and bicyclists.
2. Propose Metro resolution supporting and recommending use of NACTO Urban Bikeway Design Guide.

Attachment 3

3. Develop and coordinate regional bicycle and pedestrian counting data collection program and support development of pedestrian and bicycling modeling tools.

Implementation activities proposed for Year 2:

1. Develop design guidelines for transit and bicycle parkway interaction.
2. Develop design guidelines for regional trails as transportation facilities.
3. Identify resources and partners to maintain and enhance regional bicycle and pedestrian facility data.
4. Support continuing Metro's role in leading regional trail counting.

Additional implementation activities not yet included in Year 2; included if resources allow:

1. Develop parking data collection to support local jurisdictions develop parking management plans and achieve economic development goal (Parking management is a key tool in increasing levels of walking and bicycling).
2. Participate in PORTAL technical advisory committee and coordinate with TRANS PORT.

D. Maintain existing levels of funding for active transportation, utilize existing funding effectively and efficiently, and partner on broader efforts to include active transportation in new funding initiatives – “Maintain funding; seek new funding”

Implementation activities already included in the draft 2014 RTP work scope:

1. Staff the MTIP process to provide for placement of conditions on funding for transportation improvements in the MTIP that require local governments to meet design standards for bicycle and pedestrian improvement and to include bicycle and pedestrian improvements in all roadway projects.

Additional implementation activities proposed for Year 1:

1. Participate and coordinate with Community Investment Initiative to include regional bicycle and pedestrian priority infrastructure in package of improvements.
2. Coordinate and support active transportation elements of potential new sources of transportation funding (applications for grants, prioritization of local funding sources).

Implementation activities proposed for Year 2:

1. Continue implementation activities from Year 1.
2. Partner with ODOT Active Transportation Program to maintain and grow levels of funding for active transportation programs.
3. Develop a “Transit, Bicycle and Pedestrian Funding Guide” for partners.

Agenda Item No. 5.2

Resolution No. 13-4459, For the Purpose of Amending the
2012-15 Metropolitan Transportation Improvement Program
(MTIP) to Add the Transportation Alternatives Program
Contingency Fund for Eleven Projects.

Resolutions

Metro Council Meeting
Thursday, Sept. 26, 2013
Metro, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING THE 2012-)	RESOLUTION NO. 13-4459
15 METROPOLITAN TRANSPORTATION)	
IMPROVEMENT PROGRAM (MTIP) TO ADD)	Introduced by Chief Operating Officer Martha
THE TRANSPORTATION ALTERNATIVES)	Bennett in concurrence with Council
PROGRAM CONTINGENCY FUND FOR)	President Tom Hughes
ELEVEN PROJECTS)	
)	
)	
)	

WHEREAS, the Regional Transportation Plan (RTP) is a central tool for implementing the Region 2040 Growth Concept, and constitutes a policy component of the Metro Regional Framework Plan; and

WHEREAS, the Metropolitan Transportation Improvement Program (MTIP) prioritizes projects from the Regional Transportation Plan to receive transportation related funding; and

WHEREAS, Joint Policy Advisory Committee on Transportation (JPACT) and the Metro Council must approve the MTIP and any subsequent amendments to change programming policies to the MTIP per federal regulation 23 CFR 450.324; and

WHEREAS, JPACT the and the Metro Council approved by Resolution the 2012-2015 MTIP on March 15, 2012; and

WHEREAS, the implementation of the new federal transportation authorization, Moving Ahead Toward Progress in the 21st Century (MAP-21) combined several federal funding programs and changed the administration of the combined program which went into effect immediately; and

WHEREAS, the transition to the new MAP-21 funding programs and administration require Metro to fund partially eleven local transportation projects, originally selected for funding by ODOT; and

WHEREAS, when originally selected for funding, these projects had access to ODOT contingency funds to address unexpected costs and ensure timely implementation; and

WHEREAS, without access to contingency funds, projects could face significant delays, higher administrative costs and possible cancellation and repayment of development costs; and

WHEREAS, a proposed contingency fund could be provided from unallocated Transportation Alternatives program funding and not impact funding of existing projects; and

WHEREAS, a work group of project stakeholders, TPAC and JPACT have considered these issues and recommend the 2012-15 MTIP be amended to include a project delivery contingency fund for the eleven projects awarded funding prior to the implementation of the new federal transportation authorization, MAP-21; and

WHEREAS, the projects eligible for contingency funds and the activities the fund will support do not affect the conformity status of the 2035 RTP and the 2012-15 MTIP; now therefore

BE IT RESOLVED that the Metro Council hereby adopts the recommendation of JPACT to:

1. Amend the 2012-15 MTIP to include the project delivery contingency fund for the eleven impacted projects as shown in Exhibit A, attached and incorporated into this Resolution.
2. Amend chapter 1 section 6 in the 2012-2015 MTIP to enable the contingency fund to be established, which is attached as Exhibit B and incorporated into this Resolution.

ADOPTED by the Metro Council this ____ day of September 2013.

Tom Hughes, Council President

Approved as to Form:

Alison R. Kean, Metro Attorney

Exhibit A for Resolution 13-4459

Projects Impacted by Transition from the Transportation Enhancements (TE) and Safe Routes to Schools (SRTS) funding programs to the Transportation Alternatives (TA) funding program

Project Name	Project Sponsor	Total TE or TAP \$
SW Birchwood Road: 87 th – Laurelwood Sidewalk	Beaverton	\$398,000
Springwater Trail: Rugg Road – Dee Street	Clackamas County Parks	\$1,200,000
SE 122 nd Avenue and 132 nd Avenue Sidewalk Connections	Clackamas County	\$607,538
Willamette Greenway Trail: Chimney Park – Pier Park	Metro	\$1,499,000
SE Holgate and Ramona: 122 nd Avenue – 136 th Avenue Sidewalk	Portland	\$1,351,800
B Street: 23 rd Avenue – Primrose	Forest Grove	\$350,000
NE 172 nd Avenue: Halsey Street to Glisan Street	Gresham	\$169,000
SE Lake Road: Where Else Lane to Freeman Road	Milwaukie	\$233,724
Pedestrian Crossings at Four Schools	Portland	\$455,827
SW Leahy Road and W Stark Street	Washington County	\$411,000
Portland-Milwaukie LRT: Kellogg Lake Bridge M/U Path	TriMet & Milwaukie	\$1,000,000

1.6 PROGRAMMING FUNDS AND PROJECT SELECTION

As discussed above, project prioritization refers to the process of choosing a subset of projects to advance in any given two-year MTIP cycle, from among all those approved for implementation in the RTP long-range plan. Programming of funds refers to the assignment of project costs by phase (project development, final design, right-of-way and construction) to types of funds and expected years of expenditure. The programming tables in Chapter 3 summarize the programming to be adopted in this MTIP. Project *selection* refers to the process of deciding how to advance some projects ahead of others when funding conflicts develop within a current fiscal year. The answer to this question depends mostly on which agency has primary administrative responsibility for the type of funding that is at issue.

Programming Funds

Metro Regional Flexible Funds. Metro and the Joint Policy Advisory Committee on Transportation (JPACT) selects projects funded with local Surface Transportation Program (STP) and Congestion Mitigation/Air Quality (CMAQ) funds, in cooperation with all of the region's local and regional transportation agencies. These funds are awarded by Metro to sponsoring agencies, which then contract with ODOT to obtain access to the funds. These agencies are ultimately responsible for operation of newly constructed facilities. Unlike all the other regional funding sources discussed above, administrative responsibility for STP and CMAQ funds is essentially split between Metro and a broad selection of local sponsoring agencies.

To manage equitable access to the regional flexible funds, Metro staff coordinates with sponsoring agencies to determine the expected timing of project phases and seeks to schedule expected revenue to planned work phases in each year of the program. For the regional flexible funds, programming requests are solicited and the MTIP adoption process is the means used to prioritize projects for funding and balance allocations to project phases and years of expenditure.

The goal is to assure that all regionally funded projects are able to advance in a timely, logical fashion. Typically, this involves preliminary engineering in year one, right-of-way acquisition in year two and construction in year three. It is very rare that a project can execute more than one phase of work in a single year.

Balancing project expenditures with annual revenue limits becomes more difficult when a single project requires a large sum to complete one or more phases of work in one year. A project that requires above \$5 to \$6 million can make it difficult for other more modest projects to proceed in a given year. There are no adopted rules for making such decisions, except that the volume of project work that can proceed in any one year must fall within the revenue that is available that year, including conditional access to statewide resources, as discussed above.

At the outset of each two-year MTIP cycle, Metro formulates a proposal that seeks to balance these constraints and assure progress across jurisdictional boundaries so that no single agency is unduly delayed in delivering its approved projects. The proposed scheduling of the regional flexible funds is submitted for consideration by a regionally sponsored technical subcommittee for approval by consensus. If projects that are scheduled to spend funds in a given year are

delayed, they receive authority to spend funds in the following year unless delays are expected to push the project schedule to a subsequent year. Every two years, a new schedule is developed to account for advances and delays, and incorporation of newly authorized funds, and the biennial process of expenditure resumes. Projects may be added or taken from the total regional program, or diverted between projects, or project phases, or a project scope significantly changed without notification and approval by Metro.

As part of the approval for funding projects, conditions of approval are attached to specific projects to indicate that additional requirements must be met during project implementation to stay eligible for the funds. These conditions can relate to design considerations or public involvement and outreach activities that must be done. Conditions of approval are one mechanism Metro employs to make sure that project elements, particularly those associated with quantitative points given to a project, are carried out and that the intent behind funding a project is met according to Metro's goals and objectives.

Metro Administered Transportation Alternatives Program. The authorization of the new federal authorization, MAP-21, Metro has the responsibility of jointly administering the Transportation Alternatives (TA) funding program with ODOT. The split administration is based on a population share formula in which Metro expects to administer half of the TA funds available to the region and ODOT will administer the remaining half as part of a statewide funding program. With the TA funding formula going into effect immediately, eleven local transportation projects originally selected for funding by ODOT is now partially funded by Metro. To ensure all regionally funded projects are able to advance in a timely manner, Metro established a contingency fund for the eleven projects being partially funded by both agencies. Only the eleven projects will be eligible for the contingency funds to prevent delays in project implementation due to unforeseen costs and cost overruns. The contingency fund cannot be increased beyond what TA funding is currently available. Contingency funding requests are limited to 10% of their original funding award and must be matched by an equal or greater amount of local funding. Availability of funding to the projects will be considered in the order received. Final decision on requests for contingency funding is the responsibility of the Metro Planning & Development director. ~~and cannot seek additional funding from Metro.~~

ODOT. ODOT, in cooperation with Metro, proposes programming Interstate Maintenance, State Modernization (vehicle capacity projects), federal and state bridge rehabilitation, and highway safety, preservation and operations projects. In practice, ODOT's programming recommendations for these projects are accepted by JPACT and the Metro Council as ODOT is most aware of project readiness issues. Coordination on programming of ODOT funds focuses on ensuring timely implementation of the Transportation Control Measures for air quality and ensuring compliance with air quality emissions budgets.

Public Transit. In cooperation with Metro, TriMet and SMART propose programming of Federal Transit Administration (FTA) funding categories (e.g., Section 5307 and 5309 funds) that are limited to public transit purposes (e.g., bus purchase and maintenance, light rail construction, etc.). TriMet allocates both federal and general fund revenues to implement their five-year Transportation Improvement and Annual Service plans. Again, the MTIP reports only the federal

funding component of TriMet and SMART's overall capital and operations programs other than local funds used as match on federal projects or on regionally significant capital projects.

Federal New Starts funding received by TriMet in the current MTIP consists of funds for the Portland to Milwaukie light rail transit project. TriMet expects to receive its first appropriation for the Portland to Milwaukie light rail project in federal fiscal year 2013.

Other federal public transit funding categories received by TriMet and SMART (Section 5307 and 5309 formula funds) have greater programming discretion. Metro though, supports bundling these discretionary federal funds into several large programs, (e.g., bus purchases, and bus and light rail maintenance) for purposes of minimizing the complexity of submitting annual federal grant requests to FTA. Metro defers allocation of discretionary federal public transit funds to TriMet and SMART for routine maintenance programs.

In practice, TriMet and SMART's major service decisions are well coordinated with RTP-defined public transit system corridor priorities and new service decisions are reflected in Metro's regional transportation model. TriMet periodically briefs TPAC and JPACT on the allocation of federal funds relative to all funding sources to meet the various categories of cost outlays.

Selection of Projects

When funding conflicts arise between projects within a programmed fund year, it is sometimes necessary to select which projects will advance as programmed and which must be delayed to a future year when additional funds become available. This can occur when actual appropriation or allocation of funds is less than authorized or forecast for a particular year or if there are project cost over runs. Projects on the National Highway System or projects funded under the Bridge or Interstate Maintenance programs are selected by ODOT in cooperation with Metro, TriMet and SMART.

Public transit funds are subject to their own limitation and do not draw down the ability of either ODOT or Metro to spend other fund categories in any given year.

If a current year project is not ready to proceed, Metro or ODOT may select projects scheduled in years two, three or four of the program to proceed. For example, a first-year project may have delays in development of plans and specifications, or its right-of-way acquisition may encounter obstacles. In this instance, Metro, in cooperation with ODOT and other affected agencies, would move the delayed project to a later year and select a project from year two, three or four of the four-year approved program period. This flexibility assures that the region contributes its share to orderly statewide obligation of available funds. Because selection actions are not considered formal amendments under federal regulations, *they do not require re-conformity of the TIP with the State (Air Quality) Implementation Plan.*

Should a project be delayed to a later year, either because it was not ready to proceed or because less funding is made available than expected, the project would then share equal priority with all other projects scheduled in that later year of the Approved Program. Once selected, readiness to proceed determines which projects advance that year.

STAFF REPORT

FOR THE PURPOSE OF AMENDING THE 2012-2015 METROPOLITAN TRANSPORTATION IMPROVEMENT PROGRAM TO ADD THE TRANSPORTATION ALTERNATIVES CONTINGENCY FUND FOR ELEVEN PROJECTS

Date: September 3, 2013

Prepared by: Grace Cho

BACKGROUND

As the metropolitan planning organization (MPO) for the urban area of the Portland region, Metro receives and distributes different sources of federal transportation funds. Under the new federal funding programs outlined in the federal MAP-21 authorization, several programs were collapsed to create the Transportation Alternatives (TA) program. The TA program establishes metropolitan planning organizations (MPOs) and State Department of Transportation (DOT) to administer the program jointly based on a population share formula. From the formula, Metro expects to administer half of the TA funds available to the region and ODOT will administer the remaining half of TA funds as part of a statewide funding program. The TA funding formula went into effect immediately.

Eleven local transportation projects selected for funding by ODOT will now be partially funded by Metro due to changes under the federal MAP-21 authorization. (See Exhibit A) When originally selected for funding, these projects had access to ODOT contingency funds to address unexpected costs and ensure timely implementation. Without access to contingency funds, projects could face significant delays, higher administrative costs and possible cancellation and repayment of development costs.

Metro staff formed an ad-hoc working group that developed options to address this issue. At the June 28, 2013 TPAC meeting, TPAC members considered the working group options and recommended a preferred proposal for JPACT and Metro Council consideration. At the August 1, 2013 JPACT meeting, JPACT approved staff to move forward with drafting legislation to enable the Metro contingency fund.

The contingency fund cannot be increased beyond what TA funding is currently available. At this time, the funding available is approximately \$120,000, which is the difference between the estimated amount of TA funding coming to the region and the actual amount received. However, based on the total project costs for the eleven projects, the potential maximum contingency liability is upward of \$460,000. The contingency fund is permitted to be supplemented with TA returned funds for projects which are not completed.

The action of creating a Metro administered contingency fund for these eleven projects does not trigger a new air quality conformity analysis. This is because the contingency fund would only apply to projects already conformed in the current MTIP and the scope of the eleven projects would not change by receiving additional funds. Further, these projects focus solely on active transportation, including building sidewalks, bicycling infrastructure and landscaping. In review of the eleven projects, an air quality conformity analysis is not triggered since: 1) the amendment is taking action on projects which are deemed exempt from regional conformity analysis; and 2) additional funds are only being added to the projects if requested and approved. Contingency funds can only be applied to activities identified in the original scope of work. The original scope of work for the eleven projects are consistent with regional policy and help advance implementation of the region's desired outcomes.

ANALYSIS/INFORMATION

1. **Known Opposition:** None known at this time.

2. **Legal Antecedents:** This resolution amends the 2012-15 MTIP, adopted by Metro Resolution 12-4332.
3. **Anticipated Effects** Adoption of this resolution will authorize the Metro Planning and Development Department Director to allocate contingency funds on a first-come, first-serve basis. Only the eleven projects impacted by the MAP-21 changes to transportation alternatives funding will be eligible for contingency funds. The contingency funds, if utilized, will help local alternative transportation projects, including bike lane projects and sidewalk projects, be implemented and prevent local jurisdictions having to return federal transportation funds for not delivering a project in a timely manner.
4. **Budget Impacts:** There is no impact to the Metro budget by the proposed actions of this resolution. Administration of the contingency fund is to be delivered by existing Planning & Development department staff.

RECOMMENDED ACTION

Metro staff recommends the approval of Resolution No. 13-4459.

Agenda Item No. 5.3

Resolution No. 13-4461, For the Purpose of Authorizing the Execution of a Landfill Lease and Landfill Gas Purchase Agreement and a related Landfill Gas Collection System Acquisition Agreement with Rivergate LFG, Inc.

Resolutions

Metro Council Meeting
Thursday, Sept. 26, 2013
Metro, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 13-4461
THE EXECUTION OF A LANDFILL LEASE)
& LANDFILL GAS PURCHASE) Introduced by Martha Bennett, Chief
AGREEMENT AND A RELATED LANDFILL) Operating Officer, with the concurrence
GAS COLLECTION SYSTEM ACQUISITION) of Metro Council President Tom Hughes
AGREEMENT WITH RIVERGATE LFG,)
INC.)

WHEREAS, Metro owns the 238 acre closed landfill, known as the St. Johns Landfill, located at 9363 N. Columbia Boulevard in Portland, Oregon, which contains a landfill gas collection system; and

WHEREAS, Rivergate LFG, Inc. (“Rivergate”) is a wholly owned subsidiary of Ash Grove Cement Co.; and

WHEREAS, Rivergate and Portland Landfill Gas Corporation, a Massachusetts corporation (“PLGC”) were constituent partners of Portland LFG Joint Venture, an Oregon general partnership (“Portland LFG”); and

WHEREAS, in 1997, the Metro Council adopted Metro Resolution No. 97-2494, by which the Council approved the acquisition by Portland LFG of Metro’s landfill gas collection system at the St. Johns Landfill; approved Metro’s landfill gas lease to Portland LFG; approved an agreement for Metro to provide operating services for the gas collection system to Portland LFG; and approved Metro’s sale of the landfill gas generated at the Landfill to Portland LFG for beneficial uses in North Portland; and

WHEREAS, in 2012, Metro’s landfill gas lease to Portland LFG expired; and

WHEREAS, on March 26, 2013, Rivergate and PLGC entered into a Partnership Interest Purchase Agreement, under which Rivergate assumed all of the assets and liabilities of Portland LFG, and Portland LFG was thereafter dissolved; and

WHEREAS, Rivergate is now the sole owner of the landfill gas collection system at the St. Johns Landfill; and

WHEREAS, Rivergate now wishes to convey to Metro, and Metro wishes to acquire from Rivergate the landfill gas collection system assets that Rivergate acquired in the 1997 transaction; and

WHEREAS, Metro now wishes to lease to Rivergate and Rivergate wishes to lease from Metro, a certain portion of property located on the St. Johns Landfill containing a landfill gas compressor station and associated landfill gas equipment; and

WHEREAS, Metro also wishes to grant to Rivergate an easement containing the pipeline connecting the compressor station and landfill gas equipment to the property of Rivergate's corporate owner, Ash Grove Cement Co.; and

WHEREAS, Metro now wishes to sell to Rivergate and Rivergate wishes to purchase from Metro, the landfill gas emanating from the St. Johns Landfill;

WHEREAS, Metro Code Section 2.04.026(a)(2) requires Metro Council approval of any contract for the lease of real property owned by Metro; now therefore

BE IT RESOLVED that the Metro Council authorizes the Chief Operating Officer to execute the Acquisition and Termination of Project Acquisition Note in a form substantially similar to that attached here as Exhibit A, and to execute the Landfill Lease & Landfill Gas Purchase Agreement in a form substantially similar to that attached here as Exhibit B.

ADOPTED by the Metro Council this _____ day of October, 2013.

Tom Hughes, Council President

Approved as to Form:

Alison Kean, Metro Attorney

EXHIBIT "A" TO RESOLUTION NO. 13-4461

**ACQUISITION AND
TERMINATION OF PROJECT ACQUISITION NOTE**

This Acquisition and Termination of Project Acquisition Note Agreement (the “Agreement”) is made as of _____, 2013, between Rivergate LFG, Inc., an Oregon corporation (“Rivergate”) and Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located in Portland, Oregon (“Metro”).

WHEREAS, Rivergate and Portland Landfill Gas Corporation, a Massachusetts corporation (“PLGC”) were constituent partners of Portland LFG Joint Venture, an Oregon general partnership (“Portland LFG”);

WHEREAS, pursuant to a Partnership Interest Purchase Agreement between Rivergate and PLGC dated March 26, 2013, Rivergate assumed all of the assets and liabilities of Portland LFG, and Portland LFG was dissolved;

WHEREAS, Rivergate is now the sole owner of a gas collection system on a 238 acre closed landfill, known as the St. Johns Landfill, located at 9363 N. Columbia Boulevard in Portland, Oregon (the “Landfill”), which has applicable federal, state, and local permits.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, Rivergate and Metro do hereby agree as follows.

A. TRANSFER OF ASSETS

The ownership rights and title to the network of gas collection wells, interconnecting pipes, valves, condensate knockout tanks, blowers, monitoring equipment, and any additional gas extraction equipment installed on the Landfill and used for the purpose of the extraction of landfill gas (the “Gas Collection System”), as set forth hereto on Exhibit A, (including without limitation, all gas pipelines used to transport gas from the landfill to any point of delivery) and all modifications, replacements, additions and expansions thereof that are owned by Rivergate shall be transferred to Metro effective as of the date of this Agreement (the “Transfer”).

B. TERMINATION OF PROJECT ACQUISITION NOTE

In consideration of and exchange for the Transfer, the Project Acquisition Note, dated as of May 2, 1997, made by Portland LFG in favor of Metro (the “Project Note”) is hereby cancelled and terminated along with all rights afforded to Metro to receive payment of any principal or interest amounts owed thereunder.

C. SETTLEMENT OF OBLIGATIONS

Upon consummation of the Transfer, all obligations of Portland LFG and Rivergate, as assignee, under the Project Note shall be deemed to be fulfilled and settled. Rivergate and Metro hereby agree to release any causes of action or claims against each other under the Project Note or that certain Acquisition and Security Agreement between Portland LFG and Metro, dated as

of May 2, 1997 (the “Security Agreement”). Metro further agrees to release any causes of action or claims against Portland LFG or PLGC (in its capacity as a former general partner of Portland LFG) under the Project Note and Security Agreement.

D. MISCELLANEOUS

A. Successors and Assigns. Subject to the restrictions on assignment herein contained, the terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors, assigns and legal representatives of the respective parties hereto. This Agreement shall not (directly, indirectly, contingently or otherwise) confer or be construed as conferring any rights or benefits on any person or entity not named as a party hereto, except as otherwise expressly provided with respect to permitted subsidiaries or affiliates hereof.

B. Headings. The headings appearing in this Agreement are intended for convenience and reference only, and are not to be considered in construing this Agreement.

C. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

D. Severability. If any provision of this Agreement or the application thereof to any party or circumstance be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

E. Entire Agreement; Amendments. This Agreement (including without limitation, the Exhibits hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all oral or written agreements and understandings between the parties relating to the subject matter hereof. This Agreement may only be amended or modified by a written instrument signed by both parties hereto.

F. Waiver. No waiver by either party hereto of any one or more defaults by the other party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of alike or different character. No failure on the part of either party hereto to complain of any action or non-action on the part of the other party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the party who is making such waiver.

G. Joint Work product. This Agreement shall be considered the work product of all parties hereto, and, therefore, no rule of strict construction shall be applied against any party hereto.

H. Expenses of Agreement Execution. Each party shall pay all expenses incurred by it in connection with its entering into this Agreement, including without limitation, all attorneys’ fees.

I. Choice of Laws/Attorneys Fees. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Oregon. In any litigation arising from this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party all reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred by the prevailing party by reason of the event giving rise to such litigation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Rivergate	Metro
By:	By:

EXHIBIT A

LANDFILL GAS COLLECTION SYSTEM

Introduction

The St. Johns Landfill gas collection system consists of 64 single completion extraction wells, 21 double completion extraction wells, 21 horizontal gas collection trenches, a perimeter gas extraction trench system, and a manifold system consisting of pipes varying in size from 3-inches to 16-inches in diameter. The gas collection system also includes the blowers and their controls located at the Motor Blower Flare Facility (MBF). The condensate collection system consisting of 4-inch piping and a number of vacuum stations, valve stations, pumping stations and the condensate knock-outs at the MBF is an integral part of the gas collection system. The building, flares and ancillary equipment at the MBF are not part of the gas collection system. A map showing the general layout of the gas collection system and its major components is included at the end of this narrative description.

The following are descriptions of the major components of the landfill gas collection system at the St. Johns Landfill.

Trenches

Each gas extraction trench consists of a 5-foot deep, 3-foot-wide trench cut into the top of the subgrade before the installation of the final cover. The lower 3 feet of the trench is backfilled with gravel to allow the gas to migrate into the trench. A 6-inch-diameter perforated, corrugated, high-density polyethylene (HDPE) line is installed 12 inches from the bottom of the trench. The total length of perimeter gas trenches is about 17,800 feet.

Extraction Wells

The single completion LFG extraction wells are typically drilled to the depth of the landfill at each well location. These wells are between 40 and 60 feet deep. Single completion wells are completed with a single 6-inch diameter polyvinyl chloride (PVC) casing. The upper 25 feet (approximately) of casing is a solid 4-inch PVC riser. All casing below 25 feet is perforated pipe, which extends to the bottom of the well.

The double completion LFG extraction wells were also drilled to 100% of the depth of the landfill at each location, generally 60-100 feet deep. These wells were completed using 6 and 8-inch diameter PVC casings. Double completion wells are constructed with one casing installed to approximately one half the total depth of the well. This casing is perforated between 25 feet from ground surface to the bottom of the completion. The second completion is installed to the full depth of the well and perforated from the bottom of the shallow completion to the bottom of the casing.

Landfill Gas Manifold

The LFG manifold, is constructed of high-density polyethylene pipe that connects all gas extraction wells and trenches to the Motor Blower/Flare Facility. The LFG manifold is sloped to allow condensate to drain to low-point drains. Expansion loops are designed into the manifold routing normally at high points, to allow the pipe to expand and contract. The following table shows the approximate length of each size of manifold piping. Valves are placed at various points along the manifold piping to isolate sections of the system.

Landfill Gas Manifold Pipe Sizes

<i>Pipe Diameter (inches)</i>	<i>Length (feet)</i>
3	21,520
4	4,680
6	6,430
8	5,450
10	5,560
12	2,970
16	3,410
Total	50,020

Condensate Drainage System

Condensate forms as warm, moist landfill gas from the wells and trenches cools in the gas manifold. The condensate drainage system is designed to extract condensate from the gas manifold and dispose of it by pumping it to the manhole (MH-1) at the Blower / Flare Facility. The major components are as follows:

- Vacuum Valve Stations
 - Remote Condensate Pump Stations T-1, T-2, T-3, T-4, and T-5
 - Vacuum Pump Stations VS#1 and VS#2
 - Manhole MH-1
 - Condensate drainage, condensate pump discharge, and vacuum piping.

The following sections describe in more detail the basic design and function of each major component.

Vacuum Valve Stations

There are 31 vacuum valve stations, each located at a low point in the gas manifold. The vacuum valve stations are designed to extract condensate from the gas manifold and admit it into the condensate system.

The major components of a valve station are as follows:

- Fabricated condensate drip leg
- Air release valve
- Balancing valve
- Meter box.

Remote Condensate Pump Stations

There are three remote pump stations, T-1, T-2, T-3, T-4, and T-5. The pump stations are designed to collect condensate from a portion of the landfill and pump it to MH-1 or to the leachate wet well.

The major pump station components are as follows:

- Condensate collection tank
- Condensate pumps
- Isolation valves
- Electrical controls

There is one 2 hp Meyers WG20-43 condensate pumps at each station. Each is capable of approximately 18 GPM against 40-feet of head.

Vacuum Pump Station

The two vacuum pump stations are located with two of the remote condensate pump stations, and consist of duplex vacuum pumps and a reserve tank. The vacuum pump stations are designed to provide vacuum for the condensate system as well as collect condensate draining from the landfill. The major components are as follows:

- Vacuum pumps and reserve tank
- Condensate collection tank
- Condensate pumps
- Isolation valves
- Electrical controls

10.1.4.4 Manhole MH-1

Manhole MH-1 is designed to collect the condensate that is discharged from the remote pump stations and pump it to the leachate wet well. The manhole is equipped with a submersible effluent pump capable of about 55 GPM against a 30-foot head.

Condensate Drainage, Pump Discharge, and Vacuum Piping

The condensate drainage piping consists of about 13,760 feet of four inch diameter high-density polyethylene (HDPE). The system is designed for vacuum assisted gravity drainage. The 4"-HDPE pipe is sloped from the vacuum valve stations to the condensate collection tanks. Vacuum is supplied from the vacuum pump stations through the collection tanks. Condensate cleanouts are located approximately every 300 feet along the pipe. This system also includes about 8,450 feet of one-inch diameter PVC vacuum line and 10,250 feet of two-inch PVC discharge line.

Condensate Extraction and Discharge

Landfill gas enters the MBF from the north through two 16 inch HDPE pipes. The gas goes through the condensate knock-out tanks (SCR-1 and SCR-2). These tanks extract condensate and filter the gas. Gas from these two knock-out tanks drains by gravity to Manhole-1(MH 1).

Condensate from MH-1 is discharged by a 2 hp Meyers pump to the leachate collection manhole at the northeast end of the landfill. The condensate mixes with leachate and is pumped to the sewer by the 1861/2 hp Little Giant pump in the well.

Blowers

The three blowers are Hauck model TBGB9-081-291-E, with a 50 horse motor. The blowers run at 4300 RPM and are rated at 2250 standard cubic feet per minute (SCFM) (air) at 68"WC of vacuum. As flow increases past approximately 2250 SCFM the total system vacuum decreases. Multiple blower operation is required when the landfill gas flow rate exceeds a single blower's capacity to maintain sufficient vacuum.

The blowers are equipped with surge controls that regulate the positioning of the volume damper on the suction side of each blower.

EXHIBIT "B" TO RESOLUTION NO. 13-4461

LANDFILL LEASE & LANDFILL GAS PURCHASE AGREEMENT

This Landfill Lease and Landfill Gas Purchase Agreement (the "Agreement") is made as of _____, **2013**, between Rivergate LFG, Inc. ("Rivergate") and Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located in Portland, Oregon ("Metro").

RECITALS

(a) Metro is the owner of a 238 acre closed landfill, known as the St. Johns Landfill, located at 9363 N. Columbia Boulevard in Portland, Oregon, which contains a gas collection system.

(b) Metro desires to lease to Rivergate, and Rivergate desires to lease from Metro, a certain portion of property located on the St. John's Landfill containing a landfill gas compressor station and associated landfill gas equipment together with a pipeline easement to permit landfill gas to be transported from the property.

(c) Metro also desires to sell to Rivergate, and Rivergate desires to purchase from Metro, the landfill gas emanating from the St. John's Landfill.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, Rivergate and Metro do hereby agree as follows:

ARTICLE I -- DEFINITIONS

Unless the context indicates otherwise, the capitalized terms used herein shall have the meanings defined as follows:

A. "British thermal unit" or "Btu" means that quantity of heat required to raise the temperature of one pound of water one degree Fahrenheit (1 degree F) at thirty-nine point two degrees Fahrenheit (39.2 degrees F).

B. "Metro's Facilities" shall mean the three flares currently installed at the Landfill and all modifications, replacements, additions and expansions thereof, and certain blower station and pipeline equipment owned or operated by Metro on such real property, now or in the future.

C. "Force Majeure" means acts of God; winds; hurricanes; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind

of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any such discretionary facts, failures to act or orders of any kind by Metro may not be asserted as an event of Force Majeure by Metro; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances; explosions; or any other cause or event, not reasonably within the control of the party (and its subcontractors and suppliers) claiming Force Majeure (other than the financial inability of such party), which precludes that party from carrying out, in whole or in part, its obligations under this Agreement. Nothing in this provision is intended to excuse any party from performing due to any governmental act, failure to act, or order, where it was reasonably within such party's power to prevent, correct, anticipate, or guard against such act, failure to act, or order.

D. "Franchise" means that certain Grant of Franchise by the City of Portland, Oregon to Portland LFG Joint Venture for a Period of 20 years, Ordinance No. 171496, dated as of August 13, 1997, expiring on August 12, 2017.

E. "Gas Collection System" shall mean the network of gas collection wells, interconnecting pipes, valves, condensate knockout tanks, blowers, monitoring equipment, and any additional gas extraction equipment installed on the Landfill and used for the purpose of the extraction of Landfill Gas.

F. "Good Engineering Practice" means any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence, should have been known, at the time the decision was made, would have been expected to accomplish the desired result in a manner consistent with reliability, safety, environmental protection, expedition, project economics and applicable laws, ordinances, rules and regulations for similar facilities. Good Engineering Practice is not intended to be limited to consideration of any one practice, method or act, to the exclusion of all others, but rather, is intended to require the consideration of a spectrum of possible practices, methods or acts.

G. "Hazardous Material" means the following:

Any "hazardous substance" as defined pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. 9601(14) as amended by the Superfund Amendments and Reauthorization Act or pursuant to any other analogous Federal or state statute, and including any judicial interpretations thereof;

- (ii) Any "pollutant or contaminant" as defined in 42 U.S.C.A. 9601(33);
- (iii) Any material defined as "hazardous waste" pursuant to 40 C.F.R. Part 260;
- (iv) Any "hazardous chemical" as defined pursuant to 29 C.F.R. Part 1910;
- (v) Any petroleum, including crude oil or any fraction thereof; and
- (vi) Natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel.

H. "Landfill" means that real estate owned by Metro known as the St. Johns Landfill and located at 9363 N. Columbia Blvd. in Portland, Oregon, which real estate includes the Premises.

I. "Landfill Gas" means any and all gases resulting from the biological decomposition of landfill solid wastes, including, but not limited to, methane, carbon dioxide, hydrogen, and traces of other gases or liquids or any combination thereof.

J. "Permits" means all material authorizations from, permits and licenses issued by, consents and approvals of, filings with, notices from, and registrations with, any and all governmental entities, departments or agencies (including all conditions thereof), which may be required to be held or obtained, from time to time for (i) the burning or use of Landfill Gas at Buyer's Facilities, (ii) the operation, maintenance, possession or ownership of such Buyer's Facilities, or (iii) the performance by Metro of any of its obligations under this Agreement.

K. "Point of Delivery" means the first downstream flange located after the landfill gas flaring equipment located on the Landfill as shown in Exhibit B.

L. "Portland LFG" means the Portland LFG Joint Venture, a general partnership organized under the laws of the State of Oregon.

M. "Premises" means the property on site of the St. John's Landfill, described and depicted on Exhibit C, and the Easement across the Landfill also depicted on Exhibit C, attached hereto.

N. "Product" means Landfill Gas, processed gas extracted from Landfill Gas, constituent parts of Landfill Gas, electricity generated from Landfill Gas, heat and combustion by-products from the combustion of Landfill Gas, or any other derivative produced from Landfill Gas or processed gas extracted from Landfill Gas.

O. "Project Facility" means the Gas Collection System and all modifications, replacements, additions and expansions thereof.

P. "Sales Meter" shall mean the meter or meters, and measuring equipment installed pursuant to Article III .B. 3 for the purpose of measuring in accordance with Good Engineering Practice the Volume of Landfill Gas and the MMBtus contained in the Landfill Gas sold by Metro to Rivergate at the Point of Delivery. Volume of Landfill Gas sold to Rivergate shall be the flow measured by the Rivergate Sales Meter.

Unless the context indicates otherwise, all capitalized terms used herein and not defined herein shall have the meanings specified in the Landfill Lease or the Acquisition and Security Agreement, dated as of May 2, 1997 and such definitions shall be incorporated by reference herein, except that the definition of the term "Force Majeure" shall refer solely to the obligations under this Agreement.

ARTICLE II – LANDFILL LEASE

A. LANDFILL LEASE RIGHTS GRANTED

1. Metro hereby leases to Rivergate the Premises including the Easement depicted on Exhibit C and further grants to Rivergate, and its employees, agents, representatives and independent contractors (provided that such independent contractors have appropriate insurance covering Metro as an additional insured) the right to access, to the Premises for the purpose of compressing, processing and transporting landfill gas.

2. Rivergate shall have the right to install and locate on or under the Premises and Easement, modify, improve, expand, operate, remove and otherwise deal with, the Project Facility and all components thereof, and all other rights which are necessary or desirable for the conduct of Rivergate's activities hereunder.

B. TERM

1. Lease Term. Subject to the other provisions hereof, this Agreement shall be effective immediately and shall remain in force for a term of five (5) years after the execution hereof unless sooner terminated in accordance with Article III.D hereof. This Agreement may be extended upon the mutual agreement of the parties.

C. RENT PAYMENT

As the rent payment under this Agreement, Rivergate shall pay to Metro the sum of \$0.05 per MMBtu sold under this Agreement, which amount shall be deemed to be a credit against the amounts due at the end of each year under Article III.A.2 below.

D. ADDITIONAL REPRESENTATIONS AND COVENANTS

1. Title to Premises, the Landfill Gas and Improvements. Metro represents that it has furnished Rivergate with a true and correct copy of all documents evidencing its title to the Landfill. Metro represents and warrants that: (i) it has good and marketable title to the Premises, and the Landfill Gas at or in the Landfill; (ii) it holds exclusive rights to collect, sell, dispose and deal with the Landfill Gas at or in the Landfill, to conduct all the other rights and activities set forth in Article III, and to lease and grant all such rights and interests hereby; and (iii) all such rights and interests are free from all liens, encumbrances, restrictions or options of any kind whatsoever. Metro further agrees that: (i) it shall, at its own expense, defend or cause the defense of, the title to the Premises and to the Landfill Gas at or in the Landfill during the term of this Agreement, and any extension hereof; and (ii) Rivergate's quiet and peaceful enjoyment of the Premises and its rights hereunder shall not be disturbed or interfered with by Metro or any person or entity claiming by, through or under Metro. Subject to the provisions of Article II.A hereof, all improvements and fixtures built on the Premises by or on behalf of Rivergate, which are readily removable, are the property of Rivergate, and shall be removed following the termination of this Agreement as provided herein. All other

improvements and fixtures shall become property of Metro upon termination of this Agreement.

2. Adverse Agreements and Liens. Metro shall not enter into any agreement in connection with the sale of Landfill Gas that would adversely affect Rivergate, without the consent of Rivergate, which consent shall not be unreasonably withheld. Metro shall not take any action which would create a lien or encumbrance on the Premises.

3. Permits; Compliance with Laws. Metro represents that it has obtained, or will obtain if required, all material permits, licenses authorizations or approvals from any governmental authority required in order to carry out its obligations hereunder or to allow Rivergate to carry out its obligations or exercise its rights hereunder. Each party agrees that its performance of its obligations under this Agreement shall be in compliance with all applicable laws, ordinances, rules and regulations, and with any and all applicable orders, decrees and judgments of any governmental or judicial authority. In addition, each party shall not cause, by its actions or failures to act under or in connection with this Agreement, the other party to be in violation of any of the foregoing. Without limiting the foregoing, in its ownership, possession and use of the Landfill, Metro shall comply with all laws, regulations, ordinances, and orders pertaining to environmental matters, including, without limitation, those relating to the discharge, control, reporting, use, storage, treatment and disposal of Hazardous Materials; and Metro shall carry out, at its own expense, all repairs, maintenance with regards to the Landfill or to the Project Facility required pursuant to state and federal regulations and otherwise in accordance with Metro's operating plan, including, without limitation, Metro's plans for the Landfill and the Project Facility due to the closing of the Landfill.

4. Condensate. If allowed by law or regulation, Rivergate shall have the right to return to the Landfill any matter solid or liquid (including condensate) removed, as a result of collecting and/or processing Landfill Gas or Product from the Landfill in a manner which ensures protection of Metro's environmental safeguards at the Landfill. Notwithstanding the foregoing, any matter liquid (including condensate) removed or collected off the Premises may not be returned to the Landfill. Otherwise, Rivergate shall have no rights in or to such matter. Metro shall be responsible for any off-site disposal of such matter collected on the premises, whether required by Metro or any regulatory authority, including, without limitation, any additional processing or treatment thereof and the resulting expenses. Title to, and responsibility for, all such matter so removed, whether or not it is thereafter returned to the Landfill, shall remain with Metro.

5. No Bankruptcy Filings. Notwithstanding any other provision to the contrary, each party hereby covenants with the other that it shall not file voluntarily for bankruptcy nor permit any assignee or affiliate controlled by or connected with it to file for bankruptcy without first securing all rights granted to the other party under this Agreement or any other agreement between the parties relating to the subject matter hereof.

6. Landfill Gas. To the best of Metro's knowledge, the Landfill (including, without limitation, the Premises) consists primarily of organic waste, municipal waste, industrial waste and sludge. The Landfill Gas produced at or from the Premises has been and, to Metro's knowledge, shall be combustible. In accordance with the provisions of Article III.A.3, Metro shall operate and maintain the Landfill so as to maximize the production of Landfill Gas for Rivergate, provided, however, that, in Metro's reasonable discretion, no such operation and maintenance unreasonably and materially conflicts with (i) the protection of the environmental safeguards installed at the Landfill; (ii) any compliance with applicable permits; or (iii) the public health.

7. Disclosure. To the best of Metro's knowledge, none of the documents or other written or other information furnished by or on behalf of Metro to Rivergate pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of circumstances in which they were made, not misleading. Metro is not aware of any fact peculiar to Metro or the Landfill, which materially adversely affects the Landfill, and which has not been set forth in this Agreement or in other written material furnished to Rivergate by or on behalf of Metro prior to the date hereof in connection with the transactions contemplated hereby.

ARTICLE III – SALE AND PURCHASE OF LANDFILL GAS

A. GAS SALES

1. Basic Agreement. Metro shall sell and deliver to Rivergate at the Point of Delivery and Rivergate shall purchase and accept from Metro at the Point of Delivery, all the Landfill Gas produced at the Landfill commencing on the date hereof and in accordance with the terms and conditions herein. Rivergate shall promptly notify Metro of any condition of which it has or comes to have knowledge that could materially decrease the likelihood that it will be willing or able to purchase the Landfill Gas produced at the Premises at the then current sales levels.

2. Price. Rivergate shall pay to Metro for all Landfill Gas delivered on an annual, calendar-year basis pursuant to this Agreement, as provided on the attached Exhibit A, which is incorporated by reference as if set forth in full. Rivergate may not set off against any amounts owed to Metro for Landfill Gas delivered hereunder any amount then due and owing to Rivergate by Metro under this or any other agreement.

3. Operating Standards. Rivergate shall use its best reasonable efforts to operate its Landfill in accordance with Good Engineering Practice so as to provide the maximum quantity of Landfill Gas to Rivergate, so long as commercially practicable in Metro's sole judgment and to the extent that no event of Force Majeure exists and further, to the extent that such operation does not unreasonably interfere with protection of the environmental safeguards installed by Metro at the Landfill and compliance with appropriate permits. Metro shall have no obligation to compensate Rivergate or any other person or entity for a reduction in the amount of Landfill Gas resulting from the aging of

the Landfill or other changes, or to purchase any other type of fuel from any third party to supply Rivergate.

4. Quality. Metro is selling raw unprocessed Landfill Gas hereunder and has no obligation to process the Landfill Gas in any manner whatsoever prior to delivering such Landfill Gas to Rivergate at the Point of Delivery.

5. Term. Subject to the other provisions hereof, the obligations of purchase under this Article shall coincide with the term of the Agreement set forth in Article II, unless the Agreement is sooner terminated in accordance with Article II of this Agreement or is sooner terminated as provided in this Article III, in which case this Agreement shall terminate.

B. TERMS AND CONDITIONS OF GAS SALES

1. Billings and Payments. Rivergate shall furnish to Metro a quarterly statement setting forth the total amount of Landfill Gas in MMBtus sold by Metro to Rivergate at the Point of Delivery during the preceding quarter as measured according to Section 2 below, the amount of such Landfill Gas used for beneficial purposes in Rivergate Facilities and the amount flared, if any, along with the relevant calculations as to the price of such Landfill Gas set forth in Exhibit A hereto. By January 20th of each year, Rivergate shall remit to Metro payment in respect to the preceding calendar year for the Landfill Gas sold by Metro to Rivergate during the preceding calendar year based on the formulas set forth in Exhibit A hereto. Any statement or payment shall be final as to both parties unless questioned within two years after payment has been made thereon. If full payment for any year is not received by Metro on or prior to the 20th business day of the next year, Metro shall be entitled to interest on such deficiency from such 20th business day at the rate of one percent (1 %) per month and Rivergate shall be in material breach of this Agreement.

2. Measurement of Landfill Gas.

a. *Measuring Equipment for Sales of Landfill Gas.* Rivergate shall maintain and operate Sales Meters for the purpose of recording the quantities of landfill gas sold, provided, however, that such Sales Meters, as well as the charts and records related thereto, shall be the property of Rivergate. Rivergate shall maintain all charts and records for the term of this Agreement and upon termination hereof and upon request, shall furnish copies of such charts and records to Metro. The parties and their representatives shall have access at all reasonable times to inspect, test and repair such Sales Meters, and to inspect or copy such charts and records.

b. *Meter Test Notice.* Rivergate shall conduct a test of the Sales Meter(s) which is/are used for the billing of Landfill Gas sold to Rivergate at least once every 12 months at Rivergate's expense. Such test shall be carried out in accordance with the recommendations and guidelines of the manufacturer of such Sales Meters and Good Engineering Practice. Rivergate shall give Metro notice of the times of all tests of the

Sales Meters sufficiently in advance so that Rivergate may conveniently have its representative(s) ready to observe such tests, if desired. Metro shall have the right to conduct tests of the Sales Meter(s), at its expense, at all reasonable times.

c. *Correction for Errors of Sales Meters.* If, upon the completion of any test of the Sales Meter(s), any Sales Meter is determined to be recording outside the normal range of accuracy according to the manufacturer's specifications, records thereof shall be corrected for a period extending back to the time such inaccuracy occurred, if such time is ascertainable by Good Engineering Standards, or if not ascertainable or if the amount of Landfill Gas in MMBtu cannot be ascertained because a meter or device is out of service or being repaired, Metro and Rivergate shall estimate in good faith the volume and quality delivered based upon the parties' other operating records for the period in question. Following any test, any measuring equipment found to be inaccurate to any significant degree shall be adjusted immediately to measure accurately.

3. Condensate. Metro shall be responsible for (i) the collection and removal of materials which condense or are deposited on the Premises prior to the delivery of the Landfill Gas at the Point of Delivery and (ii) the disposal, in accordance with applicable laws and regulations, of all condensed materials so produced by and removed from the Premises, to the extent the Rivergate is not responsible therefore under this Agreement. Rivergate shall be responsible for the collection and removal of all condensed materials removed from the Landfill Gas or any pipes after the Point of Delivery or otherwise produced at or by Rivergate's Facilities, and shall, at its own cost, dispose of all materials so collected or produced in accordance with applicable laws and regulations. When applicable, Rivergate may dispose of condensate in accordance with the provisions of Article II.D.4.

4. Metro's right to Inspect. Metro and its representatives shall have the right, at all reasonable times following notice to inspect property and to inspect the records of Rivergate regarding Rivergate's Facilities at the landfill and its operations. Rivergate shall provide quarterly reports to Metro regarding the Facilities on the Premises in a form and substance reasonably satisfactory to Metro.

5. Extension and Assignment of Franchise. Metro shall cooperate with Rivergate and use its best efforts in negotiations with the City of Portland, Oregon to extend the Franchise for a subsequent twenty (20) year term before expiration of the Franchise's current term. Rivergate shall have the right to transfer or assign the Franchise to entities that it controls, is controlled by, or any affiliated entities under common control with Rivergate.

C. TITLE TO LANDFILL GAS

Metro represents that it has the right to convey all Landfill Gas sold under this Agreement. Metro shall be deemed to be in exclusive control and possession of the Landfill Gas, and fully responsible and liable therefore until it is delivered to Rivergate at the Point of Delivery. After the delivery of Landfill Gas to Rivergate at the Point of

Delivery, Rivergate shall be deemed to be in exclusive control and possession of the Landfill Gas, and shall be fully responsible and liable therefore.

**ARTICLE IV – PROVISIONS APPLICABLE BOTH
LANDFILL LEASE PROVISIONS, LANDFILL GAS PURCHASE PROVISIONS,
AND TRANSFER OF ASSETS**

A. INSURANCE

Rivergate shall secure and maintain, at its own expense, throughout the term of this Agreement comprehensive commercial general liability insurance of at least \$1,000,000 combined single limit and excess liability coverage of at least \$5,000,000, with insurers, coverages and special provisions reasonably satisfactory to the Metro. Metro is, and shall continue to be, self-insured to the limitations of the Oregon Tort Claims Act and shall cooperate with Rivergate, to the extent reasonably requested by Rivergate, in Rivergate's procurement of additional insurance on behalf of Metro. Each party shall provide the other with evidence, reasonably satisfactory to the other, of such party's insurance hereunder upon the other party's reasonable request therefore, from time to time.

B. INDEMNIFICATION

1. Rivergate's Indemnity. Rivergate shall indemnify, defend and hold harmless Metro, its elected officials, directors, officers, employees, agents, representatives, and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorney's fees), causes of action, suits or judgments incurred by or involving any of the foregoing parties and arising, directly or indirectly, from or in connection with any breach by Rivergate of its obligations, covenants, representations or warranties contained in this Agreement.

2. Metro's Indemnity. To the greatest extent permitted by the Oregon Constitution, the Oregon Tort Claims Act, and the Metro Charter, Metro shall indemnify, defend and hold harmless Rivergate and Rivergate's shareholders, directors, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, (collectively hereinafter "damages") incurred by or involving any of the foregoing parties and arising, directly or indirectly, from or in connection with:

(i) The condition of the Premises or the Landfill at the commencement of the term hereof; notwithstanding the foregoing, however, Metro shall have no obligation to indemnify Rivergate or any other third party under this subparagraph if the alleged damages are due to or proximately caused by any inherent characteristic of a landfill, including without limitation, subsidence, landfill fires and erosion, unless such condition arose out of

the tortious acts or tortious omissions of Metro or any of its employees, agents or independent contractors;

(ii) Any previous agreement involving the sale of Landfill Gas or Product at the Landfill or the lease of gas rights therein;

(iii) Any breach by Metro of its obligations, covenants, representations or warranties contained in this Agreement provided, however, that for the purposes of this Article only, any and all qualifications or limitations to such obligations, covenants, representations or warranties based on or related to Metro's knowledge shall not be applicable;

(iv) Any act or failure to act, at any time prior to or during the term hereof, of Metro or any other person or entity (a) who is either controlled or affiliated with Metro or invited onto any part of the Landfill by Metro, and (b) who is neither controlled by nor affiliated with Rivergate nor invited onto any part of the Landfill by Rivergate, provided such act or failure to act constitutes negligence or willful misconduct; or

(v) Any liability arising from prior, existing or future environmental conditions within, on or under any portion of the Landfill, including without limitation, the presence, treatment, transportation, disposal, release, or threat of release, of any Hazardous Material in or from the Landfill, and from such costs as any governmental authority may require Rivergate to incur in response to such conditions, except to the extent that such conditions are the result of or proximately caused by the action or omission of Rivergate.

3. General. Notwithstanding any provision contained herein, the provisions of this Article IV shall survive the termination of this Agreement for a period of 3 years, notwithstanding the application of any statute of limitations.

4. Survival. Notwithstanding any provision contained herein, the provisions of this Section shall survive the termination of this Agreement for a period of 3 years, notwithstanding the application of any statute of limitations.

C. FORCE MAJEURE

If by reason of Force Majeure either party is unable to carry out, either in whole or in part, its obligations herein contained, such party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing party, within two (2) weeks after the occurrence of the Force Majeure, gives the other party written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of either party which arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; and (iv)

that the non-performing party shall use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

D. TERMINATION

1. Metro's Right To Terminate. Metro shall have the right to terminate this Agreement only in the event Rivergate commits an act or omission that is a material default under this Agreement, provided that where Metro asserts a material default it notifies Rivergate in writing and allows Rivergate a reasonable period of time but not less than 30 days to cure the default and further provided that if such material default is due to an event of Force Majeure, such material default shall not be grounds for termination, unless such event of Force Majeure extends for a period in excess of 180 days or Rivergate is not diligently seeking to cure such event of Force Majeure.

2. Rivergate's Right to Terminate. Rivergate shall have the right to terminate this Agreement only in the event Metro commits an act or an omission which is a material default under this Agreement, provided that where Rivergate asserts a material default it notifies Metro in writing and allows Metro a reasonable period of time but not less than 30 days to cure the default and further provided that if such material default is due to an event of Force Majeure, such material default shall not be grounds for termination, unless such event of Force Majeure extends for a period in excess of 180 days and/or Metro is not diligently seeking to cure such event of Force Majeure.

3. Stay of Termination. A timely request for dispute resolution under Article IV.H of this Agreement will stay the termination for cause under this Section until dispute resolution is concluded and for a reasonable time for cure after the conclusion of such dispute resolution.

E. RIGHTS ON TERMINATION OR EXPIRATION

In the event of the termination or expiration of this Agreement, Rivergate shall remove any or all equipment on or associated with the compressor station on the Premises and shall remove or remediate any contamination present on the Premises as a result of the presence of the compressor station and shall otherwise restore the Premises to the condition present prior to the installation of the compressor station. Rivergate shall not be required or have any obligation to remove the underground pipeline installed in the Landfill to provide landfill gas from the Landfill to Ash Grove's North Rivergate Boulevard facility. Rivergate shall have the obligation to purge the pipeline of methane and fill the pipeline with an inert gas at the time of abandonment.

In the event of termination pursuant to Article II.D, Metro shall have the right, at its sole discretion, to purchase from Rivergate any or all elements of the Project Facility, Metro and Rivergate agree to negotiate in good faith, prior to the purchase and installation of such equipment, the terms of and conditions for Metro's purchase of any equipment belonging to Rivergate.

F. ASSIGNMENT

Neither party hereto may assign this Agreement or any of its rights and obligations hereunder to any person or entity (other than an entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the assignor, or that is otherwise affiliated with the assignor) without the prior consent of the other party, which consent shall not be unreasonably withheld or delayed. Any attempt at assignment without such consent shall be null, void and of no effect, and shall constitute a material default hereunder.

G. DISPUTE RESOLUTION

Prior to the initiation of litigation, either party may initiate dispute resolution under this Article IV.G. Dispute resolution will be initiated by either party delivering notice to the other, setting forth the nature of the dispute. The parties agree to meet or otherwise confer expeditiously to resolve the dispute, and to submit the dispute to nonbinding third party mediation if the dispute cannot be resolved within 15 days following the delivery of the notice. If a notice of default has been issued, the period of time allowed to cure the default shall be stayed pending dispute resolution, for a period not to exceed 45 days (including third party mediation) unless otherwise agreed to by the parties hereto. Notwithstanding the foregoing, a party may initiate litigation and shall not be bound by the dispute resolution procedures set forth in this paragraph in case of a situation where such party is seeking temporary or preliminary injunctive relief or where such party certifies, in good faith, that failure to promptly initiate litigation will subject it to the risk of grave harm.

H. DISCLOSURE OF INFORMATION

To the best of each parties knowledge, none of the documents or other written information furnished by or on behalf of either party pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.

ARTICLE V - MISCELLANEOUS

A. Notices. All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and

If to Metro to:

Solid Waste Operations Director
Metro
600 Northeast Grand Avenue
Portland, OR 97232
Tel: (503) 797-1700
Fax: (503) 797-1707
E-Mail: _____

If to Rivergate to:

Gary Wright, Portland Operations Manager
Ash Grove Cement Co.
13939 N. Rivergate Blvd.
Portland OR 97203
Tel: (503) 286-1677
Fax: _____
E-Mail: _____

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Acquisition and Security Agreement; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Acquisition and Security Agreement. Either party may change its address for the purpose of this Article V.A by giving the other party prior notice thereof in accordance with this provision.

B. Successors and Assigns. Subject to the restrictions on a ssignment herein contained, the terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors, assigns and legal representatives of the respective parties hereto. This Agreement shall not (directly, indirectly, contingently or otherwise) confer or be construed as conferring any rights or benefits on any person or entity not named as a party hereto, except as otherwise expressly provided with respect to permitted subsidiaries or affiliates hereof. Rivergate shall have the right to transfer or assign the Agreement to entities that it controls, is controlled by, or any affiliated entities under common control with Rivergate.

C. Headings. The headings appearing in this Agreement are intended for convenience and reference only, and are not to be considered in construing this Agreement.

D. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

E. Severability. If any provision of this Agreement or the application thereof to any party or circumstance be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

F. Entire Agreement; Amendments. This Agreement (including without limitation, the Exhibits hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all oral or written agreements and understandings between the parties relating to the subject matter hereof. This Agreement may only be amended or modified by a written instrument signed by both parties hereto.

G. Waiver. No waiver by either party hereto of any one or more defaults by the other party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of alike or different character. No failure on the part of either party hereto to complain of any action or non-action on the part of the other party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the party who is making such waiver.

H. No Joint Venture. The relationship between the parties hereto is that of buyer and seller. Nothing in this Agreement is intended or shall be deemed to constitute either party hereto a partner, agent or legal representative of the other party or to create a joint venture or fiduciary relationship between the parties.

I. Joint Work Product. This Agreement shall be considered the work product of all parties hereto, and, therefore, no rule of strict construction shall be applied against any party hereto.

J. Expenses of Agreement Execution. Each party shall pay all expenses incurred by it in connection with its entering into this Agreement, including without limitation, all attorneys' fees.

K. Choice of Laws/Attorneys Fees. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Oregon. In any litigation arising

from this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party all reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred by the prevailing party by reason of the event giving rise to such litigation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

METRO	RIVERGATE
By:	By:

Exhibit A
Purchase Price

Fuel Cost Comparisons, Balance Sheet Calculations, and Profit Sharing

The Parties agree that on an annual calendar basis any savings realized as a result of using landfill gas will be shared equally between both parties. To make this determination the actual cost of landfill gas will be compared against the delivered cost of natural gas.

Fuel Consumption and Reporting Protocol

On a monthly basis, Rivergate will collect and tabulate the quantity of landfill gas consumed by the plant located in Portland, Oregon, owned and operated by Ash Grove Cement Company, utilizing conventional gas measuring instruments. Fuel quantities consumed will be reported in MMBTU's (1 million British Thermal Units).

Landfill Gas Costs

Rivergate will tabulate, on a monthly basis, actual incurred costs (including under Article II.C of this Agreement), associated with operation and maintenance of the LFG compressor station, pipeline, and gas measuring station. Costs will include Rivergate labor and material, contract labor and materials, parts, supplies, and electrical power.

All actual incurred landfill gas O&M costs will be included and reported in the monthly tabulations, regardless of fuel used during the month.

Additionally, the estimated annual City of Portland landfill gas pipeline franchise fee will be included in the cost evaluation. The fee will be equally divided and distributed to each month, regardless of fuel consumed, and will be adjusted to reconcile with actual during the month of December.

Monthly Natural Gas Spot Price Index

The monthly natural gas spot price per MMBTU, Sumas, Washington, as published by British Petroleum, will be used as the index, hereafter referred to as "The Index". Additionally, a fixed \$0.20 per MMBTU delivery charge will be added to "The Index" to yield a delivered cost per MMBTU. The delivered cost of natural gas per MMBTU will be used for monthly, and annual, cost comparison calculations.

When performing monthly cost comparison calculations, "The Index" will be capped at \$5.00 per MMBTU.

Fuel Cost Comparisons and Balance Sheet Tabulations

As mentioned above, Rivergate will tabulate, on a monthly basis, the quantity of landfill gas used as well as the actual incurred O&M costs, including the allocated portion of the annual pipeline franchise fee.

Additionally, for fuel cost comparison, Rivergate will tabulate the published monthly natural gas spot price index (“The Index”) and delivery charge. The delivered unit price for natural gas will be multiplied by the amount of landfill gas used during the month. This calculated dollar amount will be tabulated and used for monthly, and annual, fuel cost comparisons. Attachment 1 provides an example of the Fuel Cost Comparison and Balance Sheet format.

Rivergate will update the Fuel Cost Comparison and Balance Sheet document monthly and distribute to Metro for review on a quarterly basis.

Profit Sharing

The Price to be paid for the purchase of Landfill Gas under Paragraph III.A.2 of this Agreement is limited to the profit sharing amount described below.

At the end of each calendar year, the monthly total landfill gas O&M costs will be summed. This dollar amount will be compared against the total annual dollar amount calculated for delivered natural gas. If the comparison shows a net savings was realized as a result of using landfill gas rather than natural gas, the net calculated savings will be shared equally between Rivergate and Metro, with distribution of funds by Rivergate to Metro to occur by January 20th of the following year.

If the sum of the calculation shows a net loss the result of using landfill gas rather than natural gas, Metro will not be held responsible for any portion of the loss.

Exception and Clarification

During year 1 of this agreement, and only during the first year, monthly cost tabulations and comparisons will begin with the first month in which landfill gas is used as the primary fuel. Costs incurred prior to this month, including the allocated monthly pipeline franchise fee will not be included or incorporated in the year end cost comparison calculations.

Monthly Fuel Use Determinations

Based on natural gas prices and trends, Rivergate will, in its sole discretion and using its best judgment, determine on a month to month basis whether or not to use landfill gas as its primary fuel source. This decision will be conveyed to Metro as far in advance as practical. Rivergate reserves the right to augment or revert to using natural gas at any time and for any reason.

Exhibit B Point of Delivery

10.1.4.4 Manhole MH-1

Manhole MH-1 is designed to collect the condensate that is discharged from the remote pump stations and pump it to the leachate wet well. The manhole is equipped with a submersible effluent pump capable of about 55 GPM against a 30-foot head.

Condensate Drainage, Pump Discharge, and Vacuum Piping

The condensate drainage piping consists of about 13,760 feet of four inch diameter high-density polyethylene (HDPE). The system is designed for vacuum assisted gravity drainage. The 4"-HDPE pipe is sloped from the vacuum valve stations to the condensate collection tanks. Vacuum is supplied from the vacuum pump stations through the collection tanks. Condensate cleanouts are located approximately every 300 feet along the pipe. This system also includes about 8,450 feet of one-inch diameter PVC vacuum line and 10,250 feet of two-inch PVC discharge line.

Condensate Extraction and Discharge

Landfill gas enters the MBF from the north through two 16 inch HDPE pipes. The gas goes through the condensate knock-out tanks (SCR-1 and SCR-2). These tanks extract condensate and filter the gas. Gas from these two knock-out tanks drains by gravity to Manhole-1(MH-1).

Condensate from MH-1 is discharged by a 2 hp Meyers pump to the leachate collection manhole at the northeast end of the landfill. The condensate mixes with leachate and is pumped to the sewer by the 186 1/2 hp Little Giant pump in the well.

Blowers

The three blowers are Hauck model TBGB9-081-291-E, with a 50 horse motor. The blowers run at 4300 RPM and are rated at 2250 standard cubic feet per minute (SCFM) (air) at 68"WC of vacuum. As flow increases past approximately 2250 SCFM the total system vacuum decreases. Multiple blower operation is required when the landfill gas flow rate exceeds a single blower's capacity to maintain sufficient vacuum.

The blowers are equipped with surge controls that regulate the positioning of the volume damper on the suction side of each blower.

Exhibit C

Legal Description of Premises

The following is the legal description of the St. Johns Landfill and portions of Smith and Bybee Lakes as recorded in Book 2517, pages 646 and 648 of the records of Multnomah County, Oregon. The St. Johns Landfill is approximately 230 acres of the 657 acres described.

A tract of land in Section 6, Township 1 North, Range 1 East, Sections 30 and 31, Township 2 North, Range 1 East, Sections 25 and 36, Township 2 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Commencing at the point of intersection of the North bank of the Columbia Slough and the West line of the land conveyed to the Merchants Investment and Trust Company by Deed recorded July 18, 1901 in Book 279, Page 407, Deed Records; thence North 01° 23' 56" East 570 feet, more or less, to the true point of beginning of the tract of land herein described, which point of beginning bears North 01° 23' 56" East 328.86 feet from the Northwest corner of the duly, recorded plat of JUNCTION; thence North 01° 23' 56" East 1785.90 feet; thence North 64° 57' 47" West 1775.73 feet to the East line of the West one-half of the West one-half of Section 31, Township 2 North, Range 1 East; thence North 01° 57' 21" East along said East line 300.30 feet to the Southeast corner of Lot 2, of said Section 31; thence continuing North 01° 57' 21" East 2378.72 feet to the Northwest corner of Lot 7 in Section 31; thence along Lot 7 and Lot 6 of Section 31, as follows: South 68° 34' 10" East 324.64 feet, South 10° 34' 10" East 825.58 feet, South 66° 34' 10" East 330.23 feet, North 79° 25' 50" East 1386.97 feet, North 40° 25' 50" East 198.14 feet, North 26° 34' 10" West 924.64 feet, North 72° 34' 10" West 231.15 feet to the section line between Sections 30 and 31, Township 2 North, Range 1 East; thence along Lots 5, 6 and 7 of Section 30, as follows: North 40° 32' 20" West 966.80 feet, North 77° 32' 20" West 888.90 feet, South 50° 27' 40" West 592.67 feet, South 69° 27' 40" West 397.51 feet, South 38° 27' 40" West 164.69 feet, South 70° 27' 40" West 197.56 feet, North 68° 31' 58" West 230.45 feet to the section line between Section 30, Township 2 North, Range 1 East, and Section 25, Township 2 North, Range 1 West; thence along Lots 5 and 4 of Section 25, as follows: North 88° 31' 01" West 570.88 feet, South 86° 28' 59" West 591.03 feet, South 72° 28' 59" West 591.03 feet to the section line between Sections 25 and 36, Township 2 North, Range 1 West; thence North 88° 17' 17" West along said section line, 1652.66 feet; thence 51° 48' 00" West, a distance of 701.25 feet to the Southerly bank of the Columbia Slough as shown on the Plat of RIVERGATE INDUSTRIAL DISTRICT, BLOCKS 13 T O 25; thence along the Southerly and Easterly line of the Columbia Slough as follows: North 88° 27' 28" West 146.59 feet, South 66° 32' 32" West 279.31 feet, South 21° 32' 32" West 315.00 feet, South 01° 32' 32" West 122.44 feet, South 23° 27' 28" East 299.44 feet, South 38° 27' 28" East 200.00 feet, South 24° 57' 28" East 250.00 feet, South 39° 32' 32" West 280.00

feet, South 70° 32' 32" West 300.00 feet, South 31° 32' 32" West 270.00 feet, South 44° 10' 32" West 381.05 feet, South 06° 58' 00" East 162.30 feet, thence South 54° 25' 06" East 451.04 feet; thence South 01° 23' 05" West 89.41 feet to the center of the Columbia Slough; thence South 48° 52' 00" East 495.16 feet to the North line of the James Loomis Donation Land Claim; thence South 49° 16' 05" East 309.74 feet to the East line of said Loomis Donation Land Claim; thence South 51° 56' 10" East along the center line of the Columbia Slough, 1632.60 feet; thence South 54° 39' 43" East along said centerline, 204.71 feet; thence South 72° 21' 26" East along said centerline, 608.08 feet to the East line of a 100 acre tract, thence North 04° 11' 48" East along the East line of said 100 acre tract, 50 feet, more or less, to the North bank of the Columbia Slough; thence South 66° 59' 00" East along said North bank, 2237.96 feet; thence South 83° 30' 13" East 383.95 feet; thence South 68° 46' 04" East 328.40 feet; South 35° 00' 04" East 574.56 feet to a point which bears North 81° 36' 13" West from the true point of beginning; thence South 81° 36' 13" East 100.00 feet to an iron pipe; thence South 81° 36' 13" East 1468.26 feet to the true point of beginning.

EXCEPT that portion thereof contained in the Bonneville Power right-of-way described in Condemnation Proceedings filed March 16, 1939 in the District Court of the United States for the District of Oregon, under No. Civic 92.

AND EXCEPT for the limitations set forth in Exhibit B, attached hereto and incorporated by this reference.

Exhibit C

(Continued)

Legal Description of Premises

Premises

See Exhibit C Attachment.

Attachment 1

Form of Fuel Cost Comparison and Balance Sheet

Line #	Cost Factors	Computation	Example Computation
1	Monthly Spot Price per MMBTU	[Sumus, WA MMBTU price as published by BP]	
2	# of MMBTUs Sold during year		
3	Natural Gas Reference Cost	Line 1 * Line 2	
	O&M		
4	Operational Expenses		
5	Depreciation on New Equipment		
6	Total O&M	Line 4 + Line 5	
7	Franchise Fee		
8	Total Costs	Line 6 + Line 7	
9	Rent Payment Under Article II.C		
10	Total MMBTUs Sold * \$.05		
11	Total Landfill Gas Cost	Line 8 + Line 10	
12	Unrecovered Net Losses	[Carry forward from prior period]	
13	Profit Sharing	Line 11 – Line 12	
14	Metro Share	Line 13 * 0.5	

[Simplified Balance Sheet with separately stated capital assets to confirm additional new equipment for which depreciation will be taken into account.]

STAFF REPORT

IN CONSIDERATION OF RESOLUTION 13-4461 FOR THE PURPOSE OF AUTHORIZING THE EXECUTION OF A LANDFILL LEASE & LANDFILL GAS PURCHASE AGREEMENT AND A RELATED LANDFILL GAS COLLECTION SYSTEM ACQUISITION AGREEMENT WITH RIVERGATE LFG, INC.

Date: July 24, 2013

Prepared by: Paul Ehinger x1789

BACKGROUND

In 1997, the Metro Council adopted Metro Resolution No. 97-2494, by which the Council approved the acquisition by Portland LFG of Metro's landfill gas collection system at the St. Johns Landfill; approved Metro's landfill gas lease to Portland LFG; approved an agreement for Metro to provide operating services for the gas collection system to Portland LFG; and approved Metro's sale of the landfill gas generated at the Landfill to Portland LFG for beneficial use by the Ashgrove Cement Company located in a nearby industrial park. The arrangement enabled partners of the joint venture Portland LFG to access tax credits as well as fuel source, while providing income to Metro and a beneficial use of the gas collected at the landfill as an adjunct to flaring the gas as needed.

The agreement expired in 2012 and all the gas collected at the landfill was subsequently flared. The tax credits for beneficial use of the gas have also expired. Metro then undertook a study of cost-effective beneficial uses of the gas collected at the landfill and determined that use as an industrial fuel continued to be the preferred option.

In March 2013, Rivergate LFG (one of the joint venture partners of Portland LFG and the parent of Ashgrove Cement) acquired the rights to the St. Johns landfill gas collection system from the joint venture. Rivergate and Metro have negotiated the agreement referenced in Resolution No. 13-4461 to reinstate the use of landfill gas at Ashgrove Cement as a fuel. The agreement conveys ownership of the gas collection system back to Metro and grants easements to Rivergate of the compressor station and related portions of the gas collection system necessary to ship the gas to Ashgrove. The agreement is for five years and provides revenue to Metro for the gas used by Ashgrove.

ANALYSIS/INFORMATION

1. **Known Opposition** None.
2. **Legal Antecedents** Resolution No. 97-2494
3. **Anticipated Effects** Beneficial use of a portion of the gas collected at the St. Johns Landfill.

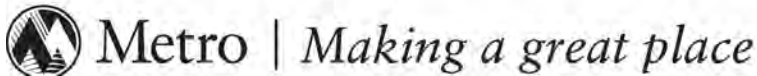
4. Budget Impacts

Revenue in the range of \$20,000 to \$30,000 annually at the current low prices for natural gas.

RECOMMENDED ACTION

Approval of Resolution 13-4461.

Materials following this page were distributed at the meeting.



METRO COUNCIL MEETING

Meeting Summary
Sept. 19, 2013
Metro, Council Chamber

Councilors Present: Council President Tom Hughes, and Councilors Shirley Craddick, Sam Chase, Kathryn Harrington, Bob Stacey, and Craig Dirksen

Councilors Excused: Councilor Carlotta Collette

Council President Tom Hughes called the regular Council meeting to order at 2:04 p.m.

1. INTRODUCTIONS

There were none.

2. CITIZEN COMMUNICATIONS

Carl Wikman, 1766 SW Greenway Circle, West Linn: Mr. Wikman encouraged Councilors to attend Multnomah County's rededication ceremony of the Portland area's first and only covered bridge, the Cedar Crossing, on Sept. 28. He stated that the Johnson Creek Watershed Council has identified over 50 bridges along the river, but that the Cedar Crossing is the only covered bridge. Additional comments addressed the important role cover bridges play in bringing tourism to Oregon and the west coast, and the federal government's National Historic Covered Bridge Preservation Program aimed at restoring and preserving the United States' bridge-building heritage. (Written materials included as part of the meeting record.)

Councilor Shirley Craddick thanked Mr. Wikman for bringing this to the Council's attention. She stated that she did have a conflict on Sept. 28, but would do her best to attend.

3. CONSIDERATION OF THE COUNCIL MINUTES FOR SEPT. 12, 2013

Motion:	Councilor Craddick moved to approve the Council minutes for Sept. 12, 2013.
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Vote:	Council President Hughes, and Councilor Craddick, Harrington, Chase, and Stacey voted in support of the motion. Councilor Dirksen abstained from the vote. The vote was 5 ayes, and one abstention, the motion <u>passed</u> .
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4. ORDINANCES - FIRST READING

4.1 **Ordinance No. 13-1314**, For the Purpose of Annexing to the Metro District Boundary Approximately 10.63 Acres Located at 5285 NW 253rd Avenue in Hillsboro.

Second read, quasi-judicial hearing and Council consideration and vote are scheduled for Thursday, Sept. 26.

5. ORDINANCES – SECOND READING

5.1 Ordinance No. 13-1315, For the Purpose of Amending the FY 2013-14 Budget and Appropriations Schedule to Add a 1.0 Limited Duration Analyst in the Cemetery Program.

Motion:	Councilor Craddick moved to approve Ordinance No. 13-1315.
Second:	Councilor Bob Stacey seconded the motion.

Mr. Tim Collier introduced the Ordinance No. 13-1315 which, if approved, would add a limited duration position in Metro’s cemetery program. In July 2013, the Metro Council approved an inventory of unclaimed burial spaces at Metro’s pioneer cemeteries. The reclamation process was originally anticipated to be completed by contractual temporary services not to exceed 1040 hours in FY 2013-14. However, given the significant increase in work, specifically an increase in identified burial spaces from approximately 530 to 2,500, staff determined that additional resources would be needed to manage the program. The cost of the FTE is partially offset by funds previously allocated for the temporary work. The total net amount requested is \$73,890 to be transferred from the General Fund contingency.

Council President Hughes gaveled and opened a public hearing on Ordinance No. 13-1315. Seeing no members of the public who wished to testify, the public hearing was closed.

Vote:	Council President Hughes, and Councilor Craddick, Dirksen, Harrington, Chase, and Stacey voted in support of the motion. The vote was 6 ayes, the motion <u>passed</u> .
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6. RESOLUTIONS

6.1 Resolution No. 13-4455, Resolution of the Metro Council, Acting as the Metro Council Contract Review Board, For the Purpose of Approving a Sole Source Contract with the Center for Intercultural Organizing.

Council President Hughes gaveled and declared that the Metro Council was now acting as the Metro Contract Review Board.

Motion:	Councilor Kathryn Harrington moved to approve Resolution No. 13-4455.
Second:	Councilor Sam Chase seconded the motion.

Ms. Kathleen Brennan-Hunter introduced the resolution. The resolution, if approved, would authorize the Chief Operating Officer to enter into a sole source contract with the Center for Intercultural Organizing, a grassroots organization working to build a multiracial, multi-cultural movement for immigrant and refugee rights. CIO will include information about Metro’s role as an agency and role in the region, and information about parks and natural areas in their Pan-Immigrant Leadership and Organizing Training (PILOT) program. In addition, CIO will host a workshop with other community organizations to gather insight and feedback so Metro can adjust its natural areas and parks programs to be more intentional and inclusive, and increase participation for underrepresented people, low-income communities and communities of color. Additionally, the contract will help support Metro’s goals to build capacity and relationships in the community. The \$25,000 requested will be funded with proceeds from the Parks and Natural Areas Levy.

Ms. Brennan-Hunter welcomed representatives from CIO to share a few words. CIO Executive Director Kayse Jama and staff provided information on CIO's mission, areas of focus, and an overview of PILOT and the organization's leadership development activities. In addition, one presenter shared his personal experience as a CIO PILOT program graduate.

Council discussion

Councilors thanked presenters for their comments and expressed their enthusiasm in working with CIO. Councilors emphasized CIO's positive track record and stated that the organization is an effective change maker that not only is passionate about these issues, but ensures people have the skills to be successful and empowered. Councilors stated that Metro has worked hard to help create a livable region, but there are still underserved communities who lack access to these opportunities. The contract will help to engage underrepresented communities in public policy decisions, train volunteers to help restore, maintain and protect natural areas, and leverage existing expertise in the non-profit sector. Councilors emphasized that this work will help shape and develop strategies for moving forward in not only Metro's parks and natural areas, but other agency programs. Councilors requested that they be integrated into CIO's programs and stated that they bring a true face to the region's "government." Councilors looked forward to future updates from staff and CIO.

Vote:

Council President Hughes, and Councilor Craddick, Collette, Harrington, Chase, and Stacey voted in support of the motion. The vote was 6 ayes, the motion passed.

6.2 **Resolution No. 13-4460**, Resolution of the Metro Council, Acting as the Metro Council Contract Review Board, For the Purpose of Approving a Sole Source Contract with the Columbia Corridor Association.

Motion:	Councilor Stacey moved to approve Resolution No. 13-4460.
Second:	Councilor Harrington seconded the motion.

Mr. Will Elder introduced Resolution No. 13-4460 which, if adopted, would approve a sole source contract with Columbia Corridor Association regarding its ResourceFull Use project. ResourceFull Use, which began in 2006, is a regional project designed to provide manufacturers and industries with face-to-face and electronic services to actively exchanges resources for reuse. The project helps bring local businesses together to discuss opportunities to reuse their traditional waste. Not only has the project seen significant greenhouse gas savings over the years, but also revenue savings for participating businesses.

The sole source contract would provide:

- ResourceFull Use an opportunity to go through a strategic planning process to evaluate the project's mission, goals and secure sustainable funding. Until now, the project has relied on Metro and other local agencies and businesses for assistance.
- An opportunity to hold a material exchange event in the Lloyd Eco-district.

Funds requested for the project are included in the FY 13-14 budget.

Council discussion

Councilors expressed their support for the resolution and looked forward to more information on the project in the future. Councilors also stated that CCA has been a great partner over the years, and believed that the project was a good investment.

Vote:

Council President Hughes, and Councilor Craddick, Collette, Harrington, Chase, and Stacey voted in support of the motion. The vote was 6 ayes, the motion <u>passed</u> .

Council President Hughes gaveled, closed the Contract Review Board meeting, and reconvened the Metro Council meeting.

7. CHIEF OPERATING OFFICER COMMUNICATION

Ms. Martha Bennett provided updates on:

- Ms. Bennett is scheduled to attend the International City Managers Conference in Boston, Massachusetts the week of Sept. 22. Deputy COO Scott Robinson will serve as COO pro tem in her absence.
- The Oregon Consensus Project is currently interviewing stakeholders around the region regarding transportation decision-making as a result of the 2013 legislative session and actions in Clackamas County. Councilors may be contacted for an interview.

8. COUNCILOR COMMUNICATION

Councilors provided updates on the recent following meetings or events: North Portland Enhancement Committee meeting, Green Lane Project summit, Oregon Transportation Research and Education Consortium annual summit, and annual Tualatin River elected officials' paddle race. Highlighted upcoming events included the Sept. 20 mini policy-makers' bike ride in Gresham.

9. ADIURN

There being no further business, Council President Hughes adjourned the regular meeting at 3:04 p.m. The Metro Council will convene the next regular council meeting on Thursday, September 26 at 2 p.m. at Metro's Council Chamber.

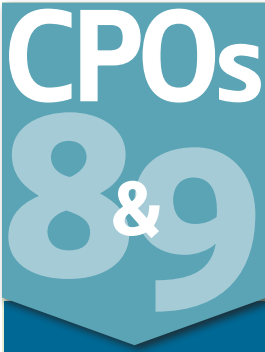
Respectfully submitted,



Kelsey Newell, Regional Engagement & Legislative Coordinator

ATTACHMENTS TO THE PUBLIC RECORD FOR THE MEETING OF SEPT. 19, 2013

Item	Topic	Doc. Date	Document Description	Doc. Number
	Agenda	N/A	Revised 9/19/13 Council agenda	91913c-01
2.0	Submittal/Testimony	N/A	Materials submitted by Testifier C. Wikman	91913c-02
3.0	Minutes	9/12/13	9/12/13 Council minutes	91913c-03
6.1	Legislation	N/A	Revisions to Resolution No. 13-4455 (Redline)	91913c-04



Citizen Participation Organization NEWSLETTER

Newsletter of the Washington County CPO Program

CPO 8 Meeting - Sept. 9

**Monday, September 9, 7-9 pm
North Plains Fire Station**

31370 NW Commercial Way
Map: <http://bit.ly/11bGRMN>

7 pm / Welcome and Introductions
Approve/Amend July Meeting Minutes

Public Services Reports
Fire District, Sheriff's Office (Deputy Dan Charter)

Pilot Project Kickoff: Election of CPO 8 Steering
Committee/Leadership Transition Team

Program: What's Changing in Oregon Land Use?
Discussion with LCDC Commissioner Greg Macpherson
Land Conservation and Development Commission
(LCDC) has proposed a new Policy Agenda and work
plan: a list of changes in rules, procedures, and
programs to work on during 2013-2014 and beyond.
They invite our input up to their September 26-27
hearing, which will shape land use planning issues
and rules for years to come. This is our opportunity to
influence top-level, early-stage planning! Join us to
help clarify what is proposed, and how it might support
or erode existing protections for natural resources,
community livability, and our roles and rights in land
use decision processes.

Reports, Updates, and Action Items
DEQ/Intel permit, 253rd St. extension, development
applications, upcoming ordinance hearings.

A Letter from the CPO 8 Leadership

Dear Friends and Neighbors,

*The September 9th meeting will be our last as CPO
officers. We've each been honored to serve for
many years. Though we're sorry to miss the next
stage in CPO8's growth, opportunities abound for
new leadership.*

Continued on page 7.

CPO 9 Meeting - Sept. 9

**Monday, September 9, 7-9 pm
Main Hillsboro Library**

Community Room, 2850 Brookwood Pkwy
Map: <http://bit.ly/15jMJDL>

7 pm / Welcome and Personal Introductions
Agenda Review and Approval of July Meeting Minutes

7:10 pm / Public Safety Update
Christine Rouches, Safety Promoter, City of Hillsboro
Fire Department

7:20 pm / Children's Opportunity Fund Initiative
of Washington County (COFI)
Katie Riley, COFI Chair, will give a presentation
regarding this initiative which seeks to create a
sustainable source of funding dedicated to proven,
successful programs that prevent child abuse, assure
high quality early childhood care and education,
and support the academic success of all children.
She will also answer your questions after the
presentation. For further information on the COFI
please see: <http://bit.ly/1dasaRY>.

8:10 pm / CPO #9's New Website Rollout
J.B. Cohen, our new CPO #9 Communications
Coordinator, will present details about our new website
and describe how, in the near future, we will be
connecting with our membership (in response to our
recent Subscribers Survey results), forwarding current
local government and community topics to our
members in a more timely and interactive format.

From the CPO 9 Chair...

Welcome,
FALL IN HILLSBORO
*Hopefully you got out there this year to enjoy the
last bits of our great summer here in the Northwest,
because sadly as you are reading this, summer is
now officially over!*

Continued on page 5.

CPO 8

CPO 8
Dixie Mountain, Helvetia,
North Plains, Mountindale,
Pumpkin Ridge

Steering Committee

Chair: John Driscoll
Vice Chair: Linda Peters
Secretary: (Open)
CCI Rep: Henry Oberhelman
Member at Large: Pat Wolter

CPO 8 on the Web

Newsletters, Agendas and other CPO information can be found at: <http://bit.ly/118gFiT>

CPO 8 map can be found at: <http://bit.ly/11bGRMN>

CPO 8 Contact

John Driscoll, Chair / cpo8chair@gmail.com
PO Box 890, North Plains, OR 97133

Sheriff's Office Contact

Sergeant Michael Alexander
michael_alexander@co.washington.or.us
503-846-2558

Annabelle Carlos, Crime Prevention Specialist
annabelle_carlos@co.washington.or.us
503-846-2793

CPO 8 Program Coordinator: Margot Barnett
503-821-1114 / margot.barnett@oregonstate.edu
OSU Extension Washington County
155 N First Ave., Suite 200, MS 48, Hillsboro, OR 97124-3072
Fax: 503-648-9931

CCI MEETING INFO

Each active CPO is represented on **Washington County's Committee for Citizen Involvement (CCI)**, which has a focus including, but not limited to, citizen involvement policy issues. The next CCI meeting will be on September 17, 7 pm, at the TVF&R Community Room, 20665 SW Blanton St., Aloha. More info at <http://bit.ly/11J3Pu5>. Meetings are open to the public.

CPO 9

CPO 9
Hillsboro, Orengo

Steering Committee

Chair: Tom Black
Vice Chair: Glenna Dryden
Secretary: Kimberly Culbertson
Communications: JB Cohen

CPO 9 on the Web

Newsletters, Agendas and other CPO information can be found at: <http://bit.ly/W3XHMo>

CPO 9 map can be found at: <http://bit.ly/15jMJDL>

Community Plan

To review copies of the East Hillsboro Community Plan, go to <http://bit.ly/ZujOyf>

Contact CPO 9

Tom Black, CPO 9 Chair / cpo9chair@gmail.com

CPO 9 Program Coordinator: Dan Schauer
503-821-1123 / dan.schauer@oregonstate.edu
OSU Extension Washington County
155 N First Ave., Suite 200, MS 48, Hillsboro, OR 97124-3072
Fax: 503-648-9931

New meeting location!

CPO 9 now meets at the Hillsboro Main Library at 2850 Brookwood, Hillsboro.

Volunteers Needed for Trail Counts

Calling all trail lovers! Volunteer for a shift the week of September 10th and help count how many people are using our trails throughout the region. Each September, volunteers gather along trails to count and survey people biking and walking. The count is part of the National Bicycle and Pedestrian Documentation Project's ongoing effort to gather accurate trail use data to help decide where and when to build new trails and respond to the needs of trail users. Metro councilors have volunteered for trail counts, getting a firsthand look at how the data takes shape.

Weekend shifts are two hours long: mornings 9-11 am or evenings 5-7 pm. For more information: www.oregonmetro.gov/trailcounts or email Shawn Bacon at shawn.bacon@oregonmetro.gov to volunteer.



Oregon State University Extension Service supports CPOs through an intergovernmental agreement with Washington County, the sole funder of the CPO Program. Extension CPO faculty provide information on land use and livability issues, resource referrals, and work with CPO members to increase understanding of public policy and decision-making processes. This newsletter is forwarded to you as part of OSU

Extension's support to citizen involvement in local government. Some of this newsletter's content was developed by representatives of your CPO. Washington County administration, departments, and/or officials claim no responsibility, expressed or implied, for the content of this document. The information given herein is supplied with the understanding that no discrimination is intended and no endorsement by OSU Extension Service is implied.

DEQ Meetings/Public Hearing – Proposed Intel Air Quality Permit

DEQ issued to Intel a single air contaminant discharge permit in December 2007 for Intel's two manufacturing plants located in Aloha and Hillsboro. DEQ now requires these facilities to apply for a Title V air operating permit, which will replace the current permit. DEQ proposes to establish new plant site emission limits for PM2.5 (particulate matter), fluorides and greenhouse gases, and is proposing to increase the emission limits for volatile organic compounds. The public notice is available on DEQ's website at <http://bit.ly/14YXjod>.

Informational Meeting

Tuesday, September 10, 6:30 pm, City of Hillsboro Civic Center, 150 E Main St., Hillsboro. DEQ invites the public to ask questions about Intel's proposed Title V air quality permit, as well as other topics that Washington County residents have expressed concerns about.

Public Hearing

Monday, September 16, 6:30 pm, City of Hillsboro Civic Center, 150 East Main St., Hillsboro. DEQ invites the public to attend a public hearing to give formal comments about Intel's proposed Title V air quality permit. There will be a question and answer session before the hearing. The hearing topic will be limited to the permit only.

Written comments are due by 5 pm, September 25. You can submit your comments by mail, fax or email: Air Quality Permit Coordinator, DEQ Northwest Region, 2020 SW 4th Ave., Suite 400, Portland, OR 97201. Fax: 503-229-6945, Email: NWRAQPermits@deq.state.or.us.

DEQ Report – Addressing Nuisance Odors

State laws prohibit businesses from emitting odors which cause a nuisance. The Department of Environmental Quality (DEQ) is responsible for implementing those laws.

DEQ has indicated that in recent years the number of nuisance odor complaints has increased due to increasing density and the close proximity of some residential, commercial and industrial uses. The Oregon facilities that generate the most complaints include those using volatile compounds in paint or solvents, composting, landfills, pulp and paper mills, wood preserving or creosoting operations and land application of biosolids (nutrient-rich organic byproducts of domestic wastewater treatment).

Continued on page 7.

Public Hearing

DEQ public hearing to be held on increase in maximum civil penalties for violating Oregon environmental regulations

DEQ is proposing that the Environmental Quality Commission adopt rules to implement 2009 Oregon legislation that increased DEQ's civil penalty statutory maximums. These amendments, if adopted, will be submitted to the U.S. Environmental Protection Agency for approval and as a revision to Oregon's state implementation plan, a requirement of the Clean Air Act. The proposal affects businesses assessed a penalty for violating Oregon environmental regulations

DEQ will hold a public hearing on September 17 at 2 pm in room EOC-A on the tenth floor at DEQ's Headquarters Office, 811 SW 6th Ave., Portland. Oral and written comments will be accepted at the hearing.

For copies of the proposed rule package contact DEQ's Office of Compliance and Enforcement located at 811 SW 6th Ave., Portland, or call Jenny Root at 503-229-5874. Copies are also available on the DEQ website at: www.deq.state.or.us/regulations/proposedrules.htm. Written comments may be submitted anytime to the above address or via email to root.jenny@deq.state.or.us but must be received no later than 5 pm on September 20th.

2013 Washington County Land Use Ordinances
Go to bit.ly/YA3Fat to access the information in this chart in italics.

No.	Description	Planning Commission	Board of Commissioners	Contact
765	Proposes to amend the Wash. Co. Community Development Code to reflect changes relating to Required Outdoor Yard Areas. The changes would allow front and street side yard areas to count as Required Outdoor Area in the R-9, R-15, R-24, R-25+, R-9 NB, R-15 NB, R-24 NB, and R-25+ NB Districts. The Required Outdoor Yard Area standards in the R-9, R-15, R-24, R-25+ Districts apply in the R-9 NB, R-15 NB, R24 NB, and R-25+ NB Districts, respectively, which is why only 4 Sections of the Code are being amended. Ordinance 762 was engrossed (amended). See bit.ly/185brd4 .	Hearing: 6/5/13 • Staff Report	Approved 7/23/13. Effective 8/22/13. Hearing: 7/2/13 • Meeting Packet Dir. Engrossment: 7/16/13 • Meeting Packet Hearing: 7/23/13 • Meeting Packet	Paul Schaefer Senior Planner 503-846-8817
766	Proposes to amend Community Development Code Section 501 (Public Facility and Service Requirements) to allow properties with less than 70 ft. of frontage adjacent to a neighborhood route in the No. Bethany Subarea direct access to the roadway. Ordinance 766 was engrossed (amended). See bit.ly/185brd4 .	Hearing: 6/5/13 • Staff Report	Approved 7/23/13. Effective 8/22/13. Hearing: 7/2/13 • Meeting Packet Dir. Engrossment: 7/16/13 • Meeting Packet Hearing: 7/23/13 • Meeting Packet	Dyami Valentine Senior Planner 503-846-3821
768	Proposes to amend and update the Wash. Co. 2020 Transportation Plan to respond to changes in transportation planning direction, policy, practices; comply with updated policy framework of Metro's Regional Transportation Plan adopted June 2010; address State Transportation Planning Rule requirements.	Hearing: 6/19/13 • Staff Report Hearing: 7/17/13 • Meeting Packet	Hearing: 8/6/13 • Meeting Packet Dir. Engrossment: Hearing on: 9/24/13, 6:30 pm Hearing on: 10/1/13, 2 pm	Steve L. Kelley Senior Planner 503-846-3519
769	Proposes to amend the Comprehensive Framework Plan for the Urban Area and the Community Development Code to comply with the Religious Land Use and Institutionalized Persons Act. The state's final amendments to OAR 660-033-0120 occurred in February 2012, so the county is now updating its Comprehensive Plan to implement the new OAR.	Hearing: 7/17/13 • Meeting Packet Hearing: 8/7/13 • Meeting Packet	Hearing: 8/20/13 • Meeting Packet	Clare Fuchs Senior Planner 503-846-3583
770	Proposes to amend the Wash. Co. Community Development Code (CDC) to include a new definition for Wind Energy Conversion Systems. Ordinance also proposes changes to the CDC's Special Use Standards to allow Wind Energy Conversion Systems and Solar Energy Collection Systems as accessory uses.	Hearing: 7/17/13 • Meeting Packet Hearing: 8/7/13 • Meeting Packet	Hearing: 8/20/13 • Meeting Packet	Carine Arendes Associate Planner 503-846-6736
771	Proposes to amend Wash. Co. Community Development Code (CDC) Section 390 to allow for the location of public utilities (with the exception of electrical substations) within the No. Bethany Subarea. Also proposes a variety of housekeeping and clarification amendments to CDC Sections 390 and 501; Policies 18 and 44 of the Comprehensive Framework Plan for the Urban Area; and Chapter 2: No. Bethany Subarea Plan of the Bethany Community Plan.	Hearing: 8/7/13 • Meeting Packet Hearing: 8/21/13 • Meeting Packet	Hearing on: 9/3/13, 10 am	Suzanne Savin Senior Planner 503-846-3963
772	Proposes to add a new section (Section 389) to the Wash. County Community Development Code relating to a Residential Airpark Overlay District. The ordinance also proposes to amend Policy 28 (Airports) of the Wash. Co. Rural/Natural Resource Plan to add text relating to Residential Airpark Overlay District and to replace the existing Sunset Airstrip map with a new map that shows the Residential Airpark Overlay District boundaries.	Hearing on: 9/4/13, 2 pm	Hearing on: 9/24/13, 6:30 pm	Paul Schaefer Senior Planner 503-846-8817
773	Proposes to amend Section 430-63 of the Wash. Co. Community Development Code relating to home occupations.	Hearing on: 9/24/13, 2 pm	Hearing on: 9/24/13, 6:30 pm	Anne Kelly Associate Planner 503-846-8131
774	Proposes to amend the Community Development Code to change the development of accessory dwelling units from a Type III use in the R-5 District (Residential 5 Units Per Acre) and from a Type II use in the R-6 District (Residential 6 Units Per Acre) to a Type I use. Also proposes to allow up to 800 sq.ft. of total floor area in an accessory dwelling unit if the Americans with Disabilities Act standards are followed during design and construction.	Hearing on: 9/18/13, 7 pm	Hearing on: 10/1/13, 2 pm	Clare Fuchs Senior Planner 503-846-3583
775	Proposes to prepare Area 93 for its transfer to Washington County by amending the Wash. Co. Comprehensive Framework Plan for the Urban Area to apply the Future Development 20 Acre District designation to Area 93, and to formally identify the service providers. Updates maps in the Wash. Co. Transportation Plan, and applies appropriate Wash. Co. road designations.	Hearing on: 9/18/13, 7 pm	Hearing on: 10/1/13, 2 pm	Suzanne Savin Senior Planner 503-846-3963
776	Proposes to amend the Rural/Natural Resource Plan Element of the Comprehensive Plan, the Aloha-Reedville-Cooper Mountain Community Plan, and the Community Development Code - housekeeping and general updates.	Hearing on: 9/18/13, 7 pm	Hearing on: 10/1/13, 2 pm	Joy Chang Associate Planner 503-846-3873

Washington County Land Use and Development Applications / CPO 8

Casefile	Applicant/Location	Proposed Action	Status
1300107/Type II Zoning: EFC	Darrell Sheets 22625 NW Dorland Rd., North Plains	Preliminary plat review for a 2-lot partition and property line adjustment to legalize dwelling on TL 6402 pursuant to Measure 49 Claim 49CL9434.	Comment period was 5/3/13 to 5/14/13.
1300142/Type II Zoning: EFC	Canyon Creek LLC 22616 NW Pumpkin Ridge Rd., North Plains	Special use and development review for private day use park in EFC District "Canyon Creek Ziplines."	Comment period was 5/21/13 to 6/4/13.
1300146/Type II Zoning: EFC	Girl Scouts of OR and Southwest Washington 36885 NW Uebel Rd., North Plains	Special use and development review of a youth camp, "Mountaindale Outdoor Program Center."	Comment period was 7/14/13 to 7/31/13.
1300163/Type II Zoning: EFC	Reese, Currie, Jacob East of Greener Rd. and west of Pumpkin Ridge Rd., North Plains	Dwelling in the EFC District (Template Standards).	Comment period was 7/1/13 to 7/15/13.
1300167/Type II Zoning: EFC	James R. Isham 28100 NW Fern Flat Rd., North Plains	Partition of EFC parcel with 2 existing dwellings.	Status is pending.
1300198/Type II Zoning: EFC	James Smejkal and Robert Smejkal 10615 NW Old Cornelius Pass Rd., Portland	Land use review of grading to import 80,000 cu. yds for farm purposes.	Status is pending.
1300225/Type III Zoning: FD20	Bernhardt Golf 5100 NW Sewell Rd., Hillsboro	Development review for contractor's establishment "Bernhardt Golf" in the FD-20 District.	Status is pending.
1300229/Type II Zoning: EFC	William Sears West side of Moran Rd., south of Dixie Mtn Rd., east of Hansen Rd., North Plains	ASEFC - Accessory structure in the EFC.	Status is pending.
1300267/Type II Zoning: ERC	Charles and Betty Forsberg 10255 NW Old Cornelius Pass Rd., Portland	Assessory structure (garage) in the EFC District.	Application received. Status is pending.
1300269/Type II Zoning: EFC	Wayne and Catherine Salvo 15895 NW Logie Trail Rd., Hillsboro	Request for approval of an agricultural structure in the EFC District.	Application recieved. Status is pending.
1300278/Type II Zoning: EFC	Don and Joanne Bahnsen 25938 NW Dixie Mountain Rd., Scappoose	Non-conforming use (replacement dwelling) in the EFC District.	Application recieved. Status is pending.
1300282/Type II Zoning: EFC	South Christmas Tree Farm LLC 25470 NW Dixie Mountain Rd., Scappoose	Assessory structure in the EFC District.	Application received. Status is pending.
1300290/Type II Zoning: EFU	Eric Belt 19400 NW Murphy Rd., North Plains	Review of a 3-parcel partition and 2 future dwellings pursuant to Measure 49 Claim Number 49CL0750.	Application recieved. Status is pending.

Because of space constraints, only Type II and III development applications of interest to a majority are listed. For Type I applications or for latest updates, please visit <http://washims.co.washington.or.us/GIS/index.cfm?id=31>. All land use hearings are held at the Charles D. Cameron Public Services Building. Mailing Address: Washington County DLUT, 155 N First Ave. #350, Hillsboro, OR 97124, 503-846-8761 / Fax: 503-846-2908.

From the CPO 9 Chair, cont.

It's back to getting ready for the fall routines that we know all too well; getting the kids ready for school, sending your grown girl or boy away to college, putting away the summer clothes and buying/finding those new fall outfits, planning your football tailgate parties and yes, completing those "honey-do" tasks that you've procrastinated with like cleaning the rain gutters.

While you are mapping out your family's fall events and activities in the next few weeks, please make sure to keep your CPO #9 Meetings on your calendar radar screen, as we look forward to promoting your local community issues and topics, which will interest you when attending our CPO #9 meetings this fall.

Some of the CPO #9 Meeting issues and topics include:

- Hillsboro Airport Lead Emissions - Facts and Solutions
- City of Hillsboro Water Supply - History and Future Water System Plans
- Washington County Gain Share Tax - Where Will The Money Go?
- Hillsboro School District Current Funding and Future HSD Growth
- Washington County Transportation System Plan Updates

We welcome you to attend our next bi-monthly CPO #9 Meeting, 7-9 pm, Monday, September 9th, at the Hillsboro Brookwood Main Library Community Room. Again, if you have any suggestions please feel free contacting me at my e-mail below.

*Sincerely,
Tom Black, CPO #9 Chairman
E-mail: cpo9chair@gmail.com*

Rural Living Field Day - September 28, 9 am - 2 pm, Howell Territorial Park at Sauvie Island

Join the Tualatin Soil and Water Conservation District and partners for Rural Living Field Day 2013 for a focus on production related topics such as caring for orchard trees, pollinator friendly farm practices, streamside care and restoration, and more. For more details and to register: www.wmswcd.org or email tualatinswcd@gmail.com.

City of Hillsboro Land Use and Development Applications / CPO 9

Case	Applicant/Location	Proposed Action	Status
DR 13-13 Orenco Central and East Podiums	Orenco Station Central Podium Investors/HPG Orenco Station East Podium North of the Westside Light Rail Line, south of NE Campus Ct., east of NE Orenco Station Pkwy	Development review approval for construction of two 6-story, mixed-use bldgs in Orenco Station area. Each bldg would incl parking and ground flr commercial uses on first 2 stories, and multi-family residential units within 4 stories above. Would incl a total of approx 371 dwelling units and approx 20,000 sq.ft. of neighborhood commercial space.	Approved 7/5/13.
ZC 3-13 Island Annexations Area 4C	City of Hillsboro North of W Baseline Rd., south of NW Elm St., east of NW 231st Ave., west of NW Cornelius Pass Rd.	Zone change approval request on several properties totaling approx 51 acres. Purpose of request is to apply city zoning to properties that were annexed in city limits in Dec. 2009 during voluntary Island Annexation process (Case File #A 6-08). Because of the large number of properties that were annexed in the process, zone changes are being addressed by geographic sub-areas.	Approved 7/16/13.
ZC 5-13 Rock Creek Nature Park/Orenco Woods Crossing II	Polygon Homes, City of Hillsboro Parks & Rec 22180 NW Birch St.	Request for a proposed modification to the previously approved zone change condition of approval (Case File #ZC 18-05). Existing zones (Station Community Village SCR-V and General Commercial C-1) will be maintained. Will begin the process of converting the approx 53.98-acre site into approx 43.7-acre nature park with remaining 10.3-acre residential development in the southwest corner of site.	Tentative approval 8/13/13.
ZC 7-13 Zavoshy	City of Hillsboro North of E Main St., south of NE Beaumead St., east of NE 43rd Ave., west of NE Brookwood Pkwy.	Zone change request from County Zone R-15 Residential to City Zone A-4 Multi-Family Residential to apply city zoning to property annexed into city limits in December 2009 during County Island Annexation process, and to implement RH Residential High Density Comprehensive Plan designation.	Tentative approval 7/11/13.
DR 22-13 EG Metals Material Processing Building	EG Metals, Inc. 620 SW Wood St.	Development review approval for proposed tenant improvements to existing covered storage structure. Structure will be enclosed and divided into 2 subsections separated by a 3-hr burn assembly.	Approved 6/26/13.
CNC 1-13 NE Campus Ct. to NE Cherry Dr.	City of Hillsboro NE Campus Ct. to NE Cherry Dr.	Request a street name change of "NE Campus Ct." to "NE Cherry Dr." to alleviate confusion of NE Campus Ct. with the nearby and parallel NE Campus Way.	Public hearing was 7/16/13. For more info: John Boren, Urban Planner 503-681-5292
DR 24-13 Intel HF4 Temporary Parking Lot	Intel Corporation 5200 NE Elam Young Pkwy	Development review approval for a temporary gravel parking lot to serve Intel employees at Ronler Acres campus. Located in northeast corner of Intel Hawthorn Farms campus, south of NE Cornell near intersection with NE Elam Young Pkwy. Approx 412 parking spaces.	Approved 7/18/13.
DR 25-13 Aylwin Construction Office Trailer	Rugus Aylwin 3146 SE Tualatin Valley Hwy	Development review approval for placement of a prebuilt, 1568 sq. ft. office trailer onto existing concrete slab on industrial-zoned property. No additional site improvements are proposed.	Approved 7/18/13.
CU 3-13 Swallowtail School Expansion	Swallowtail School 540 NE Edison St.	Request for conditional use approval to operate early childhood school program for up to 46 students in 2-4 classrooms within existing Christian Church of Hillsboro. Would take the place of modular bldg at the Hillsboro Friends Church across the street. Modular bldg is scheduled for removal.	Approved 8/19/13.
ZC 8-13 Island Annexations Areas 1,5,6	City of Hillsboro Area 1: North of NW Cody, south of NW Evergreen, east of NW 313th, west of NE Jackson School. Area 5: North of SE Davis, south of SE Hacienda, east of SE 55th, west of SE 75th. Area 6: North of SE Morgan, south of SW Wood, east of SW Dennis, west of SE Rood Bridge.	Request for zone change approval to apply city zoning to properties totaling approx 25.4 acres that were annexed into the city limits during the involuntary County Island Annexation process (Case File A 6-08).	Public hearing on 9/4/13, 6:30 pm
DR 27-13 Global Aviation	Global Aviation 2250 NE 25th Ave.	Development review approval for construction of a 33,757 sq.ft. aircraft hangar 2 stories high at Hillsboro Airport betw 2 existing Global Aviation hangars. Also includes site work, landscaping, parking lot to the north.	Comment deadline is 8/30/13.

Hillsboro Planning Dept., 150 E Main St., 4th Flr, Hillsboro/503-681-6153. Planning and Zoning Hearings Board; Planning Commission and City Council meetings in the Auditorium, Hillsboro Civic Center, 150 E Main St., www.ci.hillsboro.or.us/Planning. Order of testimony: applicant; other proponents; opponents; applicant's rebuttal. DR Mthly Report at <http://www.ci.hillsboro.or.us/Planning/DevReviewMonthReport/Default.aspx>.

CPO 8 Letter, cont.

The door is open for new ways to carry out essential CPO functions:

- *inform our community about upcoming government actions and issues impacting us;*
- *provide a civil forum for informed public discussion and analysis of issues;*
- *provide timely policy recommendations when a consensus or majority view emerges;*
- *work with staff and on advisory committees to bring local knowledge to bear on policy;*
- *publish required meeting notices and keep required records.*

On September 9th, rather than elect officers to one-year terms, we are launching a pilot project. You are invited to volunteer for election to a six-month Steering Committee/ Transition Team. The objective: redesign and revitalize CPO 8. Your work may lead the way for other CPOs wanting to be more effective in their communities. Team members can share or rotate responsibilities to help the CPO effectively address ongoing and emerging issues.

Extension Service staff and the CPO will work collaboratively on key tasks, including:

- *information gathering: surveys, interviews, review of "best practices";*
- *projects for outreach, publicity, and membership development;*
- *projects to improve interactive communications/media use;*
- *programs on issues common to ours and other CPOs;*
- *training/support for new leaders.*

"Old hands" Pat Wolter and Henry Oberhelman and new volunteer Steve Holland have agreed to serve on the team. Another three or four of you— experienced and new—would be ideal. If your skills and interests incline this way, do step up! We'll try to be available as advisors if asked, but otherwise it's all yours!

Sincerely,

*John Driscoll, CPO 8 Chair
Linda Peters, CPO 8 Vice Chair*

DEQ Report, cont.

In April 2013, DEQ assembled an agency team to develop an improved strategy for investigating, analyzing and responding to odor complaints and nuisance odor conditions. DEQ drafted a strategy based on existing regulations for odor complaints from permitted facilities. Between May and July 2013, DEQ gathered public input on the nuisance strategy, carefully considered the input received and made many revisions as needed to complete the final nuisance odor strategy.

The strategy includes well-defined steps to support objectivity and decision-making for responding to odor complaints. The strategy emphasizes early odor detection, voluntary cooperation and the rapid resolution of nuisance conditions related to odors. The Nuisance Odor Strategy Report describes the strategy and can be downloaded at: <http://1.usa.gov/12pMLL6>. For information contact Sarah Armitage at 503-229-5186.

TRANSPORTATION

Feedback Wanted on Minor Road Improvement Projects

Washington County's Minor Betterment Committee asks the public to comment on the projects being considered for funding in fiscal year 2014-15. The committee applied evaluation criteria to over 130 candidates to identify the top small-scale interim road improvements that address safety and/or connectivity issues. Comments submitted by September 30 will be considered.

To propose a Minor Betterment candidate for funding in 2015-16, submit an online form or contact 503-846-ROAD (846-7623) or at lutops@co.washington.or.us. Projects that are eligible for funding through the Urban Road Maintenance District Safety Improvements program may also be considered by the Urban Road Maintenance District Advisory Committee in a separate review process later this year. View the projects at: <http://bit.ly/15dpIFS>.

Community organizations interested in hosting a presentation about the Minor Betterment Program and candidates in their area are encouraged to contact 503-846-7623 or lutops@co.washington.or.us.

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Suite 200, MS 48
Hillsboro, OR 97124-3072

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CPO 8 & 9 Newsletter
TIME SENSITIVE



Washington County Public Affairs Forum - *New Meeting Location!*

September 9 / Guest Speaker: Washington County Chairman Andy Duyck
11:45 am - 1 pm, Peppermill Restaurant, 17455 SW Farmington Rd., Aloha. For a map visit:
<http://bit.ly/14jA0mJ>. For last minute updates and additional information visit:
<http://www.washingtoncountyforum.org>.

Open House - US 26 Brookwood Parkway Interchange Project Underway

ODOT (Oregon Dept. of Transportation) has awarded a contract to Wildish. Work will begin in August, with completion slated for Summer 2015. This project will improve traffic flow and safety in the US 26 Brookwood Pkwy Helvetia Interchange area. There will be intermittent nighttime lane closures. From 8 pm on September 13 and ending at 5 am on September 16, Helvetia Rd. will be closed between Jacobson Rd. and Schaaf Rd. for culvert installation. A signed detour will take traffic to Jacobson Rd., Cornelius Pass Rd. and West Union Rd.

OPEN HOUSE: Wednesday, September 11, 5-7 pm, Hillsboro Public Library Community Room, 30975 NW Hillcrest St., North Plains, OR 97133.

Accommodations will be provided to persons with disabilities. Call 503-731-8247 or 800-735-2900 48 hours prior to the meeting. Visit <http://1.usa.gov/183HYhc> or contact 503-731-8247 or Lili.D.Boicourt@odot.state.or.us.



The Regional Active Transportation Plan

Acknowledgment and moving forward

Presentation to the Metro Council
September, 2013

Lake Strongheart McTighe
Senior Transportation Planner



Metro | *Making a great place*



57

VISION

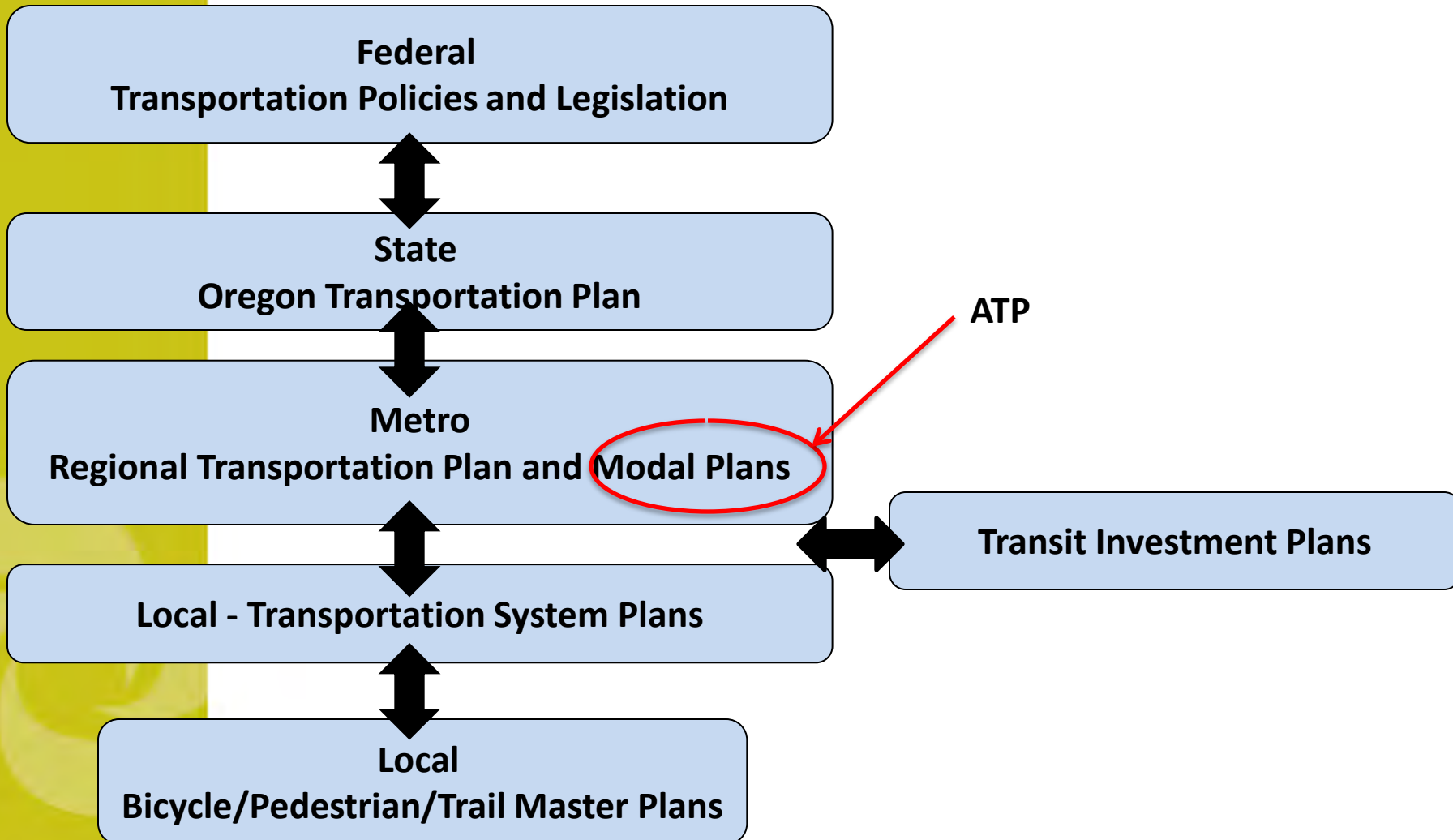
35 GREENBL

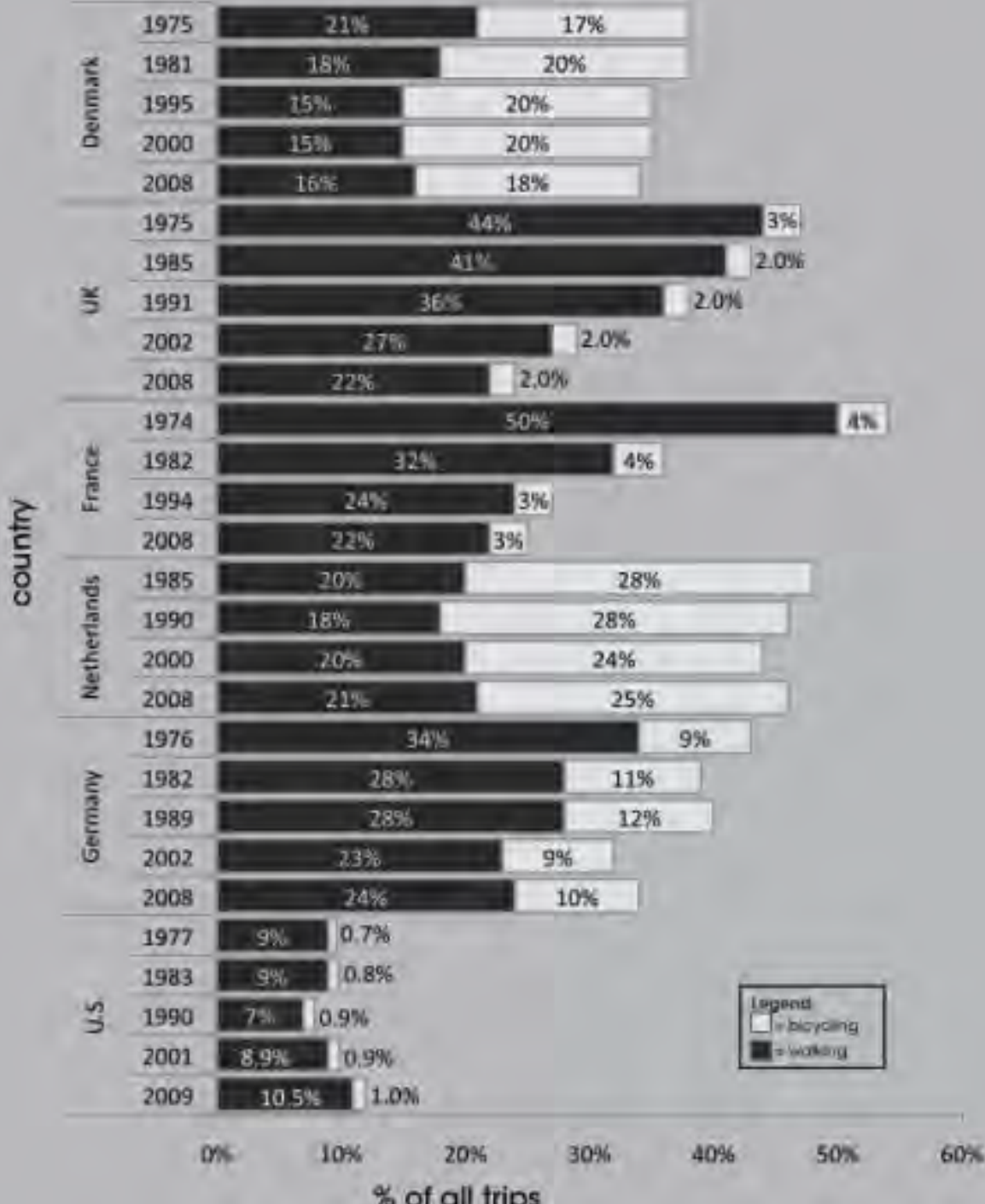
Challenges get at core values

- Building vibrant active, communities
- Healthy people, lower health care costs
- Save lives, lower costs of crashes
- Attract skilled workforce, attract new businesses
- Support and develop tourism opportunities
- Increase convenient access to daily needs
- Support local businesses
- Provide choice – people want it!
- Lower household transportation costs
- Protect the environment
- Reduce green house gas emissions
- Aging in place, independent children
- Increase property values
- Reduce congestion, keep freight moving



ATP part of a planning framework





Trends in Cycling and Walking:
 Share of all daily trips in the
 U.S. Germany, the
 Netherlands, France, the UK
 and Denmark, 1974-2009

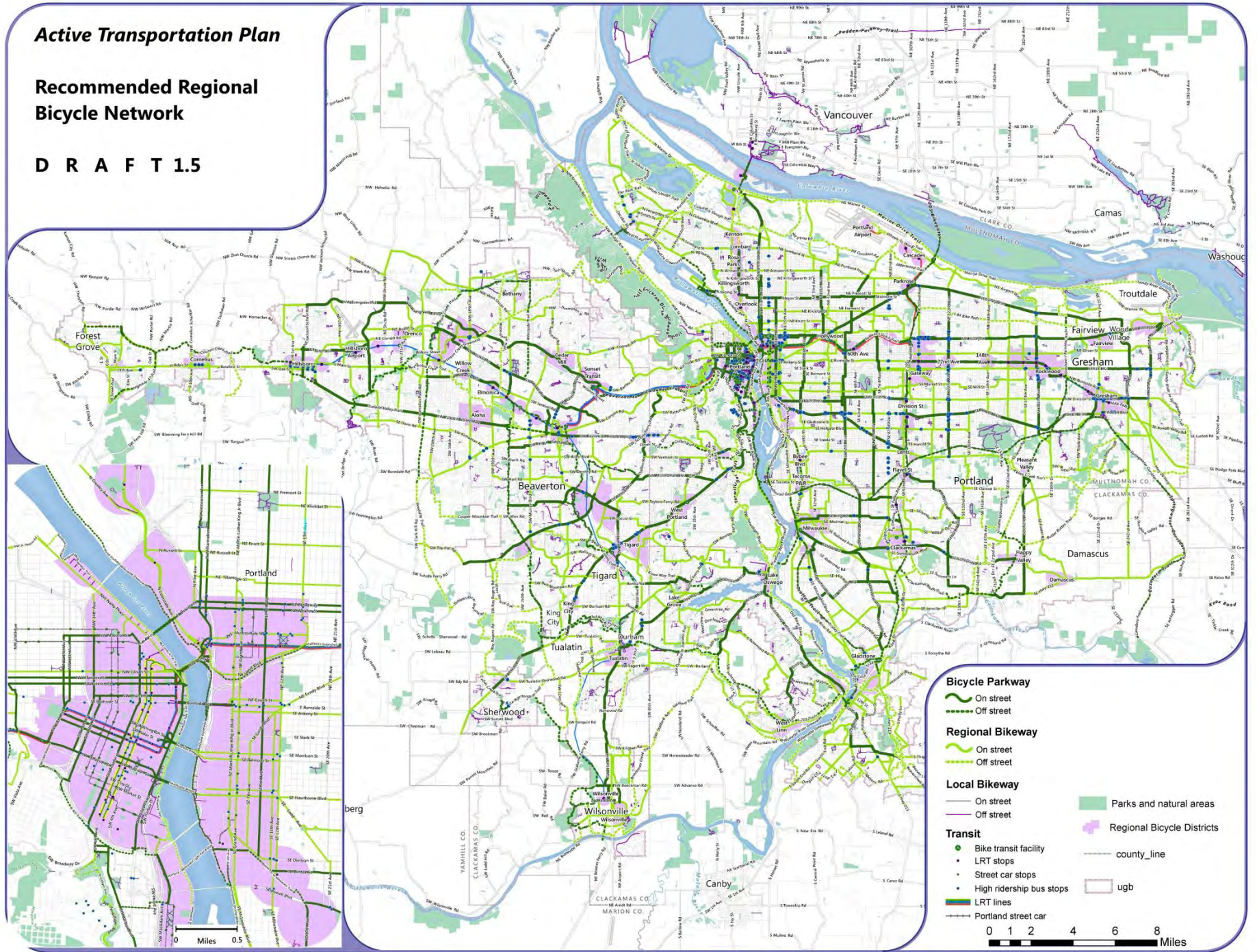
The ATP is...

- **A vision for the future** that builds on existing networks and successes.
- **A plan** that knits together local plans & projects to achieve a complete and seamless network that makes accessing destinations easy, comfortable and safe.
- **A set of policies and actions** to help achieve local and regional plans, desired outcomes, goals and targets.

Active Transportation Plan

Recommended Regional Bicycle Network

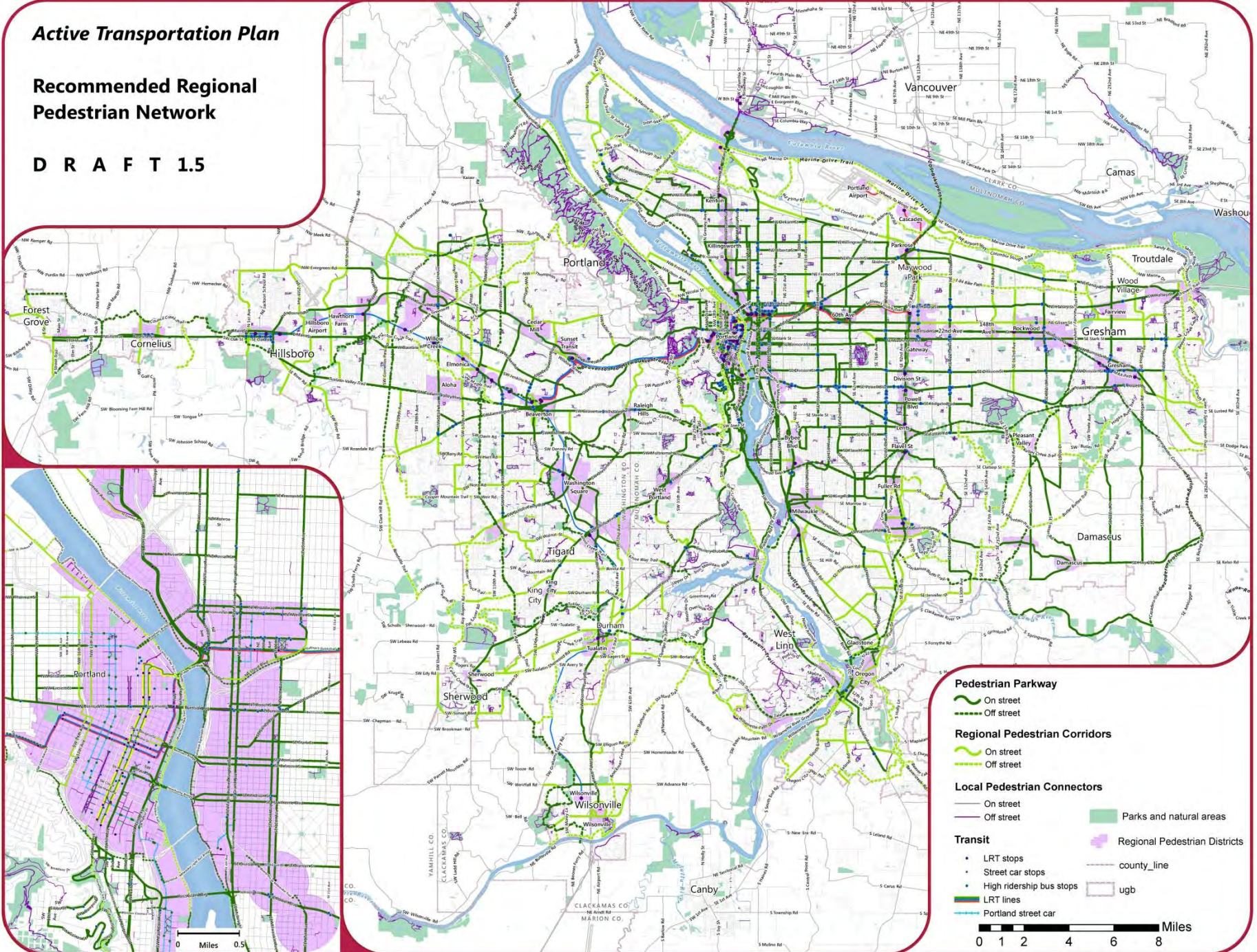
DRAFT 1.5



Active Transportation Plan

Recommended Regional Pedestrian Network

DRAFT 1.5



Pedestrian Parkway

- On street
- Off street

Regional Pedestrian Corridors

- On street
- Off street

Local Pedestrian Connectors

- On street
- Off street

Transit

- LRT stops
- Street car stops
- High ridership bus stops
- LRT lines
- Portland street car

Parks and natural areas

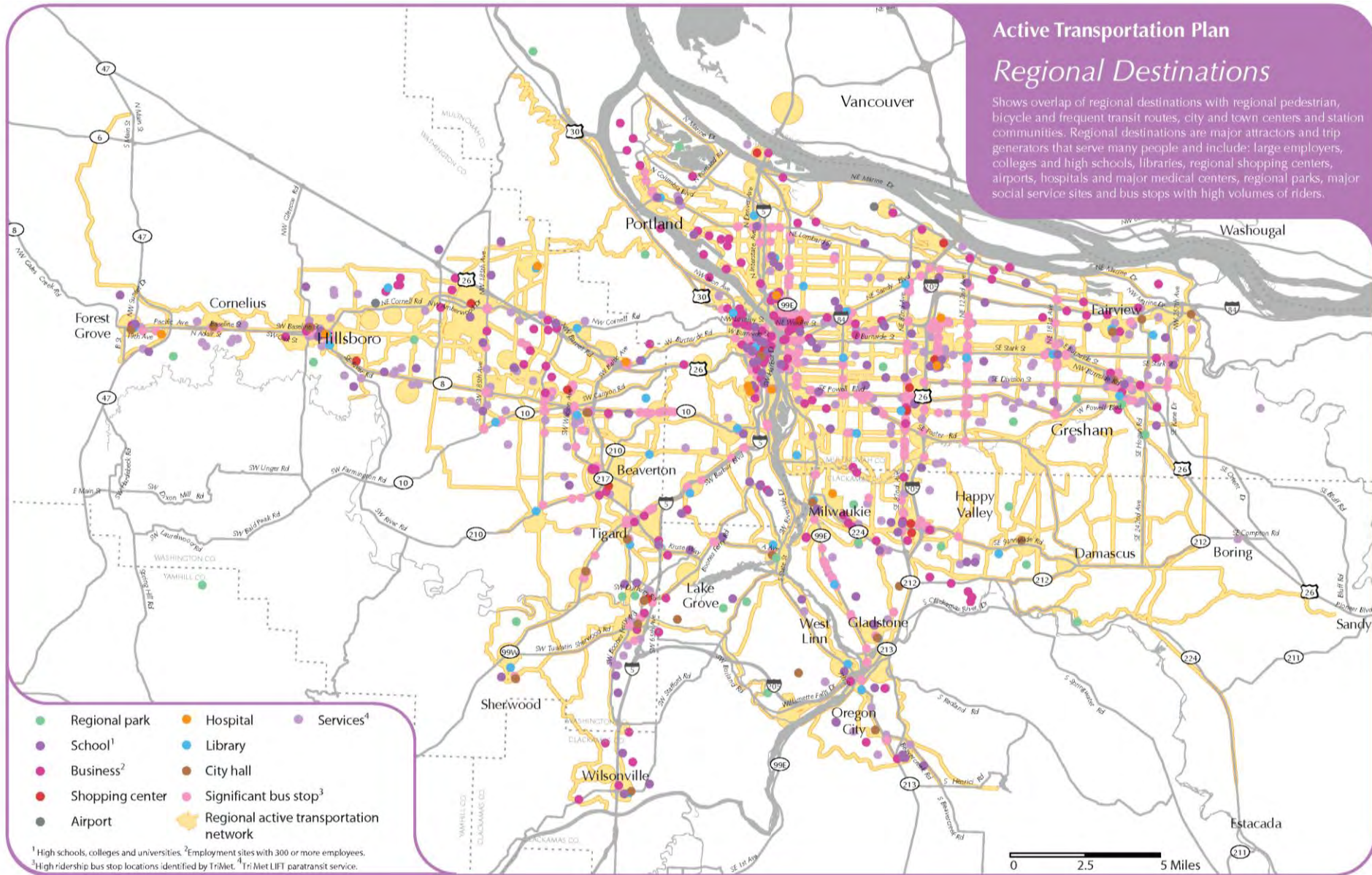
Regional Pedestrian Districts

county_line

ugb



The regional active transportation network connects people to places they want to go



Regional Bicycle Parkways and Bikeways

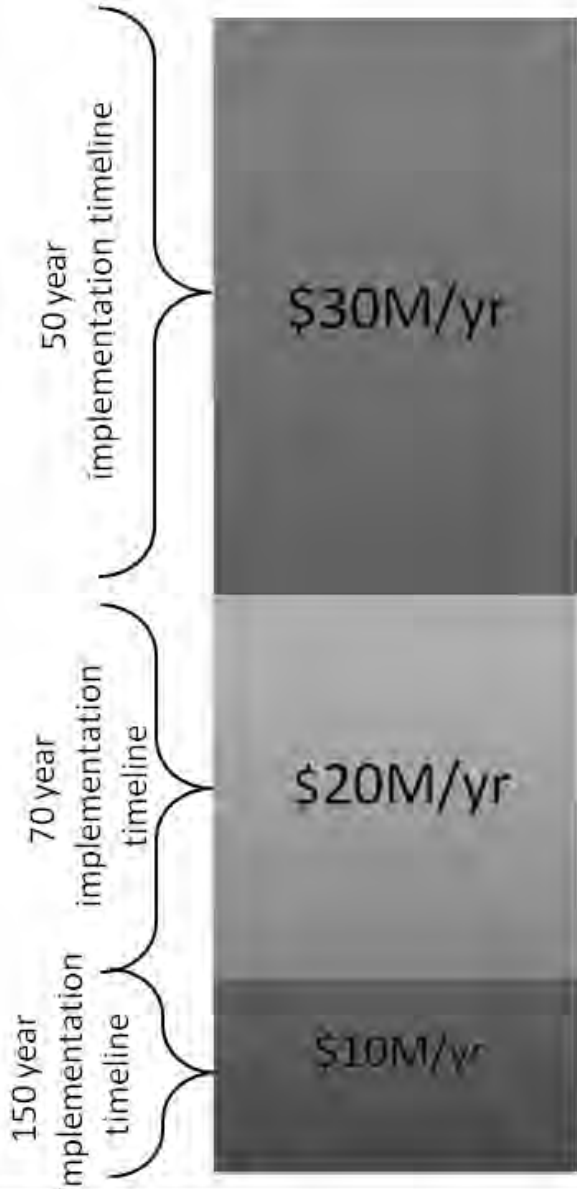


Regional Pedestrian Parkways & Corridors



Policies & implementing actions

1. Make walking and bicycling the most convenient and enjoyable transportation choices for short trips.
2. Develop a well-connected regional network of complete streets and off-street paths that is integrated with transit and nature, prioritizing safe, convenient and comfortable pedestrian and bicycle access for all ages and abilities.
3. Ensure that the regional active transportation network equitably serves all people.
4. Complete the pedestrian and bicycle networks.
5. Utilize data and analyses to guide transportation investments.




■ \$30M/year: Annual funding needed to upgrade, expand and complete the planned regional pedestrian and bicycle parkway networks within 50 years.

■ \$20M/year: Annual funding needed to upgrade, expand and complete the planned regional pedestrian and bicycle parkway networks within 70 years.

■ \$10M/year: Current annual spending on capital stand alone pedestrian and bicycle projects.

Implementation strategies

1. Rely less on federal funding, but prepare for large federal funding opportunities
2. Make the most of existing investments
3. Integrate active transportation into other transportation projects
4. Support a pipeline of projects
5. Focus on areas where investments will increase access for the most people, increase access for underserved populations, and therefore increase activity

- 
6. Prioritize all transportation modes together
 7. Support different solutions for different communities
 8. Prioritize access to transit
 9. Focus on bike and pedestrian districts
 10. Prioritize projects that overcome barriers (e.g. rivers, highways)
 11. Support education and programs
 12. Support game changing projects

Continued engagement to refine the ATP

- ATP Stakeholder Advisory Committee
- Public Open House
- Quarterly Trails Forum
- Intertwine events
- TPAC, MTAC, MPAC and JPACT
- Access Recreation
- BTA Project Advisory Committee
- Clackamas County Bicycle and Pedestrian Committee
- Clackamas County Chamber of Commerce-Policy committee
- CTAC
- EMCTC
- Elders in Action Commission
- Executive Council for Active Transportation
- Gresham Transportation Sub-committee
- Multnomah County Pedestrian and Bicycle Advisory Committee
- Oregon Bicycle and Pedestrian Advisory Committee (OBPAC)
- Oregon Active Transportation Summit
- Portland Bicycle Advisory Committee

- Portland Freight Advisory Committee
- Port of Portland
- Portland Pedestrian Advisory Committee
- WCCC
- Washington County Coordinating TAC
- Westside Economic Alliance (WEA) Transportation Committee
- RTP workshops

Upcoming – now through Spring 2014

- County Coordinating Committees & TACs as requested
- TPAC, MTAC, MPAC and JPACT now and during update of RTP and refinement of ATP
- Portland Freight Committee
- Local bike and ped committees as requested
- Local chambers of commerce as requested
- RTP workshops – ATP policies will be an element of the workshops
- ATP/RTP workgroup
- Others to be scheduled at request of stakeholders

Summary of ATP refinements

- Refinements reflect comments from a variety of stakeholders
- List of stakeholder input and summary of changes provided in memo
- Impact on funding memo responds to specific questions about impact of ATP on funding
- Continued refinements proposed to occur through/alongside the RTP update process guided by workgroup, workshops

Acknowledgement Resolution

- Acknowledges work done to date on the Draft ATP and directs staff to provide opportunities for further review and refinements as part of the RTP update
- Plan remains draft until...
- Public comment and adopted as a component of the RTP in 2014

MPAC & JPACT

Unanimously voted in favor of the resolution that is before the Metro Council.

Support formation of a regional workgroup to guide finalization of the plan and updates to the RTP.

Moving the ATP forward

Metro Council action on resolution



Sept-Feb 2014

- update the RTP with ATP with partners
- work on implementation activities



March 2014

draft ATP released for public comment



July 2014

- proposed for adoption as component of RTP
- continue working on implementation activities

www.oregonmetro.gov/activetransport

