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STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 93-517 FOR THE PURPOSE OF ADOPTING A NEW TITLE TO THE METRO CODE PERTAINING TO ELECTIONS

Date: October 14, 1993

Presented by:
Daniel B. Cooper

FACTUAL BACKGROUND AND ANALYSIS

Ordinance No. 93-517 has been prepared by the Office of General Counsel. The purpose of the ordinance is to adopt and codify rules and procedures for the conduct of elections.

The ordinance would add three new chapters to the Metro Code: Chapter 9.01 Voters' Pamphlet, Chapter 9.02 Vacancies in Office, and Chapter 9.03 Ballot Measures, Initiative and Referendum.

New Metro Code Chapter 9.01 pertaining to the Voters' Pamphlet is based in its entirety upon the present provisions of the Metro Code dealing with the same subject. Two additions, or changes, have been made to the current Code provisions in the version contained in this ordinance. The requirement that all court challenges to ballot titles and explanatory statements be resolved prior to 75 days before an election has been eliminated. This deadline was included in the original version created for Metro on the belief that the Secretary of State's office required this requirement. Later work has revealed that this requirement is not necessary, it is possible to resolve challenges to ballot titles and explanatory statements occur after the filing deadline as long as the court challenge is resolved prior to the printing deadline. Eliminating this provision would allow the Council greater flexibility in scheduling decisions on when to place items on the ballot. The second change is the addition of a section that reflects the present status of the law in which Metro measures are not allowed in the statewide Voters' Pamphlet, but must be included in local county voters' pamphlets, if any. The provision of Section 9.01.080 provides for this inclusion during the time period the current law is in effect. The current prohibition on Metro measures being in the statewide Voters' Pamphlet is for the next four years only and contains a sunset provision.

Chapter 9.02 provides for the Council to determine when vacancies in office have occurred and provides procedures for filling vacancies. The provisions relating to the occurrence of a vacancy in office are taken from the 1992 Metro Charter. The provisions for filling vacancies are based on the requirements of the Charter and the current procedures the Council has adopted for filling vacancies on the Metro Council to extent they are consistent

with the Charter requirements. A final provision is added that clarifies what the length of the term of an appointment to a vacancy is.

New Chapter 9.03 relating to ballot measures, initiative and referendum, is based on similar provisions that have been adopted by other home rule entities such as Multnomah County, the City of Portland, Washington County, and the cities of Salem and Eugene. In general, this chapter provides for clear definitions and pathways by which the Council can refer matters to the voters, or the voters may exercise their Constitutional right to initiative and referendum. Because State election law allows the Council to place matters on the ballot that cannot be placed there by the voters either through the initiative or referendum process this chapter provides for those circumstances.

The version of the ordinance that has been filed with the Council for first reading and referral to the appropriate Committee was a draft prepared by this Office and submitted to the Governmental Affairs Committee for their consideration and review. The present version does contain certain inaccuracies, typographical errors, and other technical inconsistencies that should be discussed and amended by the Committee before final consideration by the Council.

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M E M O R A N D U M

METRO

Council
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9-5

Date: October 14, 1993

To: Judy Wyers, Presiding Officer
Metro Council

From: Judie Hammerstad, Vice-Chair, "Acting Chair",
Metro Policy Advisory Committee

Re: Memorandum of Understanding Regarding Transfer of Multnomah County Parks and Facilities

At the Metro Policy Advisory Committee (MPAC) meeting last night, the committee members present voted (with Commissioner Hansen abstaining) to support the Memorandum of Understanding (MOU) between Multnomah County and Metro with the following recommended amendments.

1. MPAC supports the amendments to the MOU recommended by the Governmental Affairs Committee regarding neighborhood parks, with the following changes (deletions in ~~strikeout~~, additions in **boldface**):

   a) Page one, first sentence: "The purpose of this Memorandum of Understanding is to provide for a two-phase consolidation of operation, management and ownership of ~~all~~ park facilities, natural areas, and trade/spectator facilities presently owned and operated by Multnomah County, including but not limited to **(and with the exception of all neighborhood parks)** Glendoveer Golf Course, Pioneer Cemeteries, and the Portland Exposition Center.....".

   b) Page two, item I. A. 1.: ~~"All~~ pPark facilities and natural areas currently owned or operated by COUNTY with the exception of ~~Vance Park~~ **all neighborhood parks to be transferred to the City of Portland by separate agreement** ;.....". and *

   c) Attached map "Multnomah County Park Services Division": Delete righthand column "~~Neighborhood Parks~~".

2. That prior to signing an intergovernmental agreement, a financial analysis will be completed and will include the following points:

A. Agreement between Multnomah County and Metro on projected (for the next two years) financial performance of all properties and programs to be merged with Metro prior to the signing of the intergovernmental agreement. The levels of measurement will be part of the mutual agreement.

B. That any financial shortfall or discrepancies which occur in operation/use of transferred facilities be borne by both Metro and Multnomah County, with Multnomah County's responsibility decreasing during the time of transition.

C. After the intergovernmental agreement becomes effective, Metro is to perform an operations audit on the combined operations as part of the regional government assuming management of programs and facilities.

D. An oversight committee.comprised of representatives from Multnomah County, Metro and Washington County or Clackamas County will review actual performance, versus projected (including method of allocation of costs), on a quarterly basis and report to both Metro and Multnomah County.

It is the understanding of MPAC that Metro has the capability of including this function in a performance audit during the period of time addressed by these amendments and that a transition committee has already been formed, which could include members from Washington and Clackamas Counties, to meet the recommendation given by MPAC.

In addition

3. Add the following to the MOU:
"To ensure a smooth transition of ownership, criteria of "metropolitan concern" will be defined by Metro prior to signing an intergovernmental agreement since any permanent transfer of parks, open spaces and/or recreational facilities must meet the Charter mandated requirement of being of "metropolitan concern".

4. On page eight of the MOU, section "I.Personnel", first sentence:
"~~All~~ sStaff presently budgeted in the County Recreation Fund ~~shall~~ may be transferred to Metro.....".

JF/MW:bd
n:\mpac\mou

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PROPOSED AMENDMENT TO RESOLUTION NO. 93-1849

Proposed by Councilor Devlin

Amend the Be It Resolved section as follows:

BE IT RESOLVED,

1. That the Metro Council approves the attached Memorandum of Understanding, and authorizes staff to draft an intergovernmental agreement for the purpose of implementing the principles set forth in the Memorandum of Understanding.

2. Notwithstanding the provisions of the Memorandum of Understanding to the contrary, the Metro Council directs Metro's representatives in negotiations on the intergovernmental agreement to ~~introduce for consideration~~ consider in the negotiations with Multnomah County the future utilization of Multnomah County's Natural Areas Acquisition and Protection Fund. nope

if previous adopted, #2 here turns into (3)

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PROPOSED AMENDMENTS TO RESOLUTION NO. 93-1849

Proposed by Councilor Devlin

#1

1. Add a "Whereas" to read:

WHEREAS, It is understood that the neighborhood parks currently owned by Multnomah County will be transferred to the City of Portland effective on or before January 1, 1994; and

#2

2. Amend the Be It Resolved section as follows:

BE IT RESOLVED,

1. That the Metro Council approves the attached Memorandum of Understanding, and authorizes staff to draft an intergovernmental agreement for the purpose of implementing the principles set forth in the Memorandum of Understanding.

2. That the Metro Council direct Metro's representatives in negotiations on the intergovernmental agreement to ~~introduce~~ consider, for consideration in the negotiations with Multnomah County, the recommendations regarding the regional parks and Expo transfer which the Metropolitan Policy Advisory Committee has forwarded to the Council.

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PROPOSED AMENDMENT TO RESOLUTION NO. 93-1849
(MEMORANDUM OF UNDERSTANDING WITH MULTNOMAH COUNTY)

Introduced by Councilor Kvistad

Amend the Be It Resolved section of the Resolution as follows:

BE IT RESOLVED,

That the Metro Council approves the attached Memorandum of Understanding, which approval shall become effective only upon passage of a Greenspaces bond measure. Upon passage of a Greenspaces bond measure, staff will be authorized ~~and authorizes staff~~ to draft an intergovernmental agreement for the purpose of implementing the principles set forth in the Memorandum of Understanding.

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PROPOSED AMENDMENT TO RESOLUTION NO. 93-1849
(MEMORANDUM OF UNDERSTANDING WITH MULTNOMAH COUNTY)

Introduced by Councilor Kvistad

Amend the Be It Resolved section of the Resolution as follows:

BE IT RESOLVED,

1. That the Metro Council approves the attached Memorandum of Understanding, and authorizes staff to draft an intergovernmental agreement for the purpose of implementing the principles set forth in the Memorandum of Understanding.

2. That the Metro Council's approval of the attached Memorandum of Understanding (MOU) is contingent upon approval of the MOU by a majority vote of the Boards of County Commissioners of Clackamas and Washington Counties.

SOURCE: MULTNOMAH COUNTY BUDGET 92/93

CATEGORIES	EXPO OP 5120	EXPO CAP IMP 5121	EXPO BDS 5122	PKS&CEM 5310	ADMIN 5311	NBHD PKS 5312	BT RMP 5313	CEM 5315	CHINOOK 5316	OXBOW	BLUE LAKE	DEVEL	GLENDOVR	TOTAL
BUDGET:														
REVENUES:	$1,657,615	$0	$0	$221,119	$0	$0	$228,994	$0	$0	$126,924	$380,508	$456,113	$608,248	$3,679,521
EXPENDITURES:	$1,250,856	$0	$0	$874,776	$0	$0	$149,075	$0	$0	$362,257	$530,033	$263,125	$226,751	$3,656,873
VARIANCE	$406,759	$0	$0	($653,657)	$0	$0	$79,919	$0	$0	($235,333)	($149,525)	$192,988	$381,497	$22,648
ACTUALS, JUNE 30, 1993:														
REVENUES:	$2,072,083	$0	$0	$222,233	$0	$0	$197,075	$0	$58,886	$124,876	$246,032	$33,563	$610,852	$3,565,600
EXPENDITURES:	$767,536	$132,769	$20,635	$107,523	$465,049	$8,130	$61,595	$178,955	$57,991	$352,085	$531,079	$73,818	$137,005	$2,894,170
VARIANCE	$1,304,547	($132,769)	($20,635)	$114,710	($465,049)	($8,130)	$135,480	($178,955)	$895	($227,209)	($285,047)	($40,255)	$473,847	$671,430

Note: Entries of 'zero' are a result of category changes.
Category 5310 has been separated into 5310, 5311, 5312, 5315 and 5316
Category 5120 has been separated into 5120, 5121 and 5122

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SOURCE: MULTNOMAH COUNTY BUDGET
6-30-93

RECREATION FUND

	Actuals 91-92	Budget 92-93	Actuals 92-93
EXPO CENTER			
Revenues	1,941,377	1,657,615	2,072.083
Expenditures	1,041,134	1,235,036	920,940**
PARKS SERVICES			
Admin/Cemeteries			
Revenues	202,073	298,569	222,233
Expenditures	682,517	792,469	759,507
Marine Facilities			
Revenues	216,280	163,012	255,961
Expenditures	66,854	149,075	119,566
Blue Lake Park			
Revenues	358,619	440,934	246,032
Expenditures	533,026	550,033	531,079
Oxbow Park			
Revenues	149,888	121,796	124,876
Expenditures	356,203	394,144	352,085
Parks Development			
Revenues	642,202	237,898	33,563
Expenditures	199,416	237,898	73,818** *
Glendoveer Golf Course			
Revenues	757,355	715,942	610,852
Expenditures	200,021	226,751	137,805*** *
TOTAL REVENUES	4,267,795	3,635,766	3,991,943
TOTAL EXPENDITURES	3,079,171	3,585,406	3,311,054

* *Revenues include any carryover from the previous year.*

** note: 272,185 budgeted for repairs, maintenance, & improvements not spent

*** note: $211,180 budgeted for professional services & improvements not spent

**** note: $65,846 budgeted for pass through & $68,434 for improvements not spent

BUDGETED FOR IMPROVEMENTS AND MAINTENANCE NOT SPENT:

Expo	$272,185
Blue Lake	2,400
Parks Development	162,948
Glendoveer	68,434
	505,967

Multnomah County Parks and Expo Transfer
Updated Summary Financial Projections
August 11, 1993

	Metro Adopted Budget	Revised			
	FY 1993-94	FY 1993-94	FY 1994-95	FY 1995-96	FY 1996-97
Resources					
Fund Balance	$187,372	$450,000	$207,868	$177,027	$128,625
Parks Revenues	1,788,524	1,788,524	1,867,229	1,968,290	2,071,386
Expo Revenues	1,549,532	1,549,532	1,659,981	1,702,608	1,821,229
Excise Tax Earned on Parks and Expo	0	0	191,829	199,514	211,833
General Fund Support	80,000	0	0	0	24,445
Total Resources	$3,605,428	$3,788,056	$3,926,907	$4,047,439	$4,257,518
Requirements					
Regional Parks	$2,214,264	$2,275,201	$2,363,337	$2,469,302	$2,643,646
Expo	1,301,164	1,304,987	1,386,543	1,449,511	1,513,872
Contingency	90,000	100,000	100,000	100,000	100,000
Unappropriated Balance	0	107,868	77,027	28,625	0
Total Requirements	$3,605,428	$3,788,056	$3,926,907	$4,047,439	$4,257,518

Note:

Requirements

1992-93 Multnomah County Budget

Parks	2,406,017
Expo	1,250,856

Metro revision:

Contingency	100,000
Unappropriated Balance	107,868

Exhibit #1

Cost allocation/support	402,000
Total	4,266,741

METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

Exhibit 1

DATE: April 20, 1993

TO: Metro Councilor George Van Bergen

FROM: Jennifer Sims, Director of Finance and Management Information

RE: Response to April 8 Memo - Multnomah County Recreational Facilities

I have waited to respond to your inquiry regarding costs of the proposed Multnomah County Parks/Expo transfer until a revised, written financial analysis was available. The initial analysis regarding this transfer was prepared in the fall of 1992 with several minor updates resulting in a report dated December 7, 1992. That analysis (attached) shows an average annual $300,000 funding shortfall for the operation of these programs and facilities.

I verbally reported to the Governmental Affairs Committee on April 7, that these functions could now be portrayed as revenue neutral. This conclusion was based on a preliminary update of the initial financial analysis prepared in coordination with Betsy Williams, Environmental Services Director for Multnomah County. Today, I will submit the final results of our joint work in updating the December 7, 1992 report. That material is attached and will be distributed to the Budget Committee tonight. Excluding funding of contingency, the revised analysis shows the County facilities and programs can be operated on a cost neutral basis for the fiscal year 1993-94.

The second inquiry of your memo was regarding the cost allocation plan for this new department. The estimated cost allocation/support service expense for the proposed transferred County functions would be $402,000 for the first fiscal year. Including the Greenspaces program, the entire Recreation Fund has a $500,000 overhead cost allocation. Because the Parks/Expo transfer is assumed in the Proposed Budget, it would require a reallocation of costs to other departments if the action does not take place. I would also refer you to the issues related to cost allocation compared to Multnomah County, which are detailed on pages 18-22 of the December 7, 1992, report.

Please feel free to call me if you have further questions regarding these analyses.

cc: Dick Engstrom, Deputy Executive Officer
Don Carlson, Council Administrator
Councilor Judy Wyers, Metro Presiding Officer
Councilor Mike Gates, Metro Governmental Affairs Committee

Attachment 4

EXPO CENTER ISSUES AND CONCERNS OUTLINE

Updated 8/25/93

CONCERN	SOURCE	COST ESTIMATE	STATUS	Priority*
Structural				
1. Emergency generator in South Hall needed to meet Life Safety Code	Facility Plan	$180,000	There now is a battery back-up which must be augmented to be adequate for safety and exiting (est. $10,000).	1
2. Structural upgrade would address problems needed to meet code a. vertical loading b. seismic or lateral loading - costs not known		a. $380,000 b. unknown	Structural study underway (see item 15). Work on this item should commence after the study is complete. (If vertical is done, lateral should be done simultaneously.)	1
3. Restrooms—goes beyond upgrade in Facilities Plan to include complete reconstruction of restrooms in South Hall to increase capacity, especially for women's restroom	Facility Plan Neil Saling	$121,000	FY 1993-94 project ($60,000) **	1
4. ADA compliance—estimate based on OCC experience; includes access, ramps, lowering counters	Neil Saling	$58,000	County-wide facility evaluation on-going; estimate preliminary	1
5. Level I assessment of entire property	Neil Saling	$20,000	No action; no plans for action	1
6. Completion of Main Hall Emergency Generator (FY 93-94)	Neil Saling	$45,000	Currently underway ($45,000) ** Being required to do landscaping by City as a condition - trees along Force Avenue and Marine Drive	1
7. KPFF Structural Study (FY 93-94)	Neil Saling	$30,000	Produces construction documents for both vertical and horizontal remediation **	1
8. ERA Study of Enhancements	Multnomah County	$25,500	Study underway ($25,500) **	1

* 1 = to be done now
2 = could be done in 2-3 years
3 = could be done in 4-5 years

** Planned Multnomah County expenditure (total = $140,500)

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To: Multnomah County Commissioners

From: Jack Adams

Date: October 14, 1993

RE: Transfer of Exposition Center

Testimony attatched.

The transfer of the Expo Center is not only a violation of existing statutes, but is not in the best interest of the people of this county. This statement is based on two Attorney General Opinions, ORS Chapter 565, ORS Chapter 630, and the fact that this action will cause the people of Multnomah County to lose valuable income producing property.

The county obtained title to the Expo Center by agreeing to the provisions of a 1965 appropriations bill, HB 1861, which became Chapter 630. This authorized the Secretary of State to issue a warrant to Pacific International livestock inc. for $250,000 only upon receipt by him of assurances that:

> (1) Pacific International Livestock Exposition Incorporated, had transferred all interest in any real property to Multnomah County, and,
>
> (2) Multnomah County has agreed to operate and maintain such property in a condition suitable for exposition purposes.

By accepting title to the Expo Center, the county has made a commitment to operate and maintain the Expo site. There is no limit or sunset clause to this commitment, and the assurances made to the Secretary of State are enforceable in the courts.

On March 29, 1966, the Board of Commissioners appropriated $10,000 for Cornell, Howland, Hayes, & Merryfield to conduct a *"feasibility study on the proposed relocation of the Multnomah County Fair from Gresham, Oregon to the present site of the Pacific International Livestock Exposition."*

On September 20, 1966, the Board of Commissioners, after considering the feasibility study, ordered the County Fair moved from Gresham, and combined with the Pacific International Livestock site.

An Oregonian article dated 9/21/66 reports on the feasibility study and the consolidation of the Fair and Expo, and the article is backed up by County records. The study took a favorable view towards inclusion of the fair, and indicated no additional expenditures on the PI building could be justified unless the fair became part of the facility, and that a combined facility will be entirely self sustaining and would not require a public subsidy. The article also reported that over $400,000 had been spent by the county to improve the PI site prior to this consolidation action.

After a ten year history documented by county records and newspaper articles, the county was finally in a position to develop a combined Fair and Exposition Center. This was the beginning of an expansion period, for the PI facility, that was finally completed in 1983. No general fund moneys were used after the consolidation order of 9/20/66. The expansion was funded by the Fair Development Fund, the sale of the Gresham fairgrounds, and revenues generated by the fair.

On July 9, 1970, Board order controlling traffic at the Exposition Center, definition "A" of that order states that, *"The 'County Fairgrounds' shall be known as the Multnomah County Exposition Center."*

County records show that from 1966 to 1975, $1,600,000 of fair funds were spent on improvements and property acquisition to provide a home for the county fair at the PI site. This includes the $900,000 fair development fund the county received when it took over the management of the fair in 1960, and the money from the sale of the Gresham fairgrounds. The records also show that until 1983, without the county fair being a part of the Expo operation, the Expo Center wouldn't be able to exist unless subsidized by tax dollars.

A response to the 1975 Audit report on county letterhead, subhead, Multnomah County Fair and

Exposition Center states, *"All Capital and improvements to the Expo Center came from the Fair Development Fund. The Fund was derived from past Fair profits and the sale of Gresham. In 1970, the Fair Development Fund was abolished and $565,000 transferred to the General Fund. Since 1970, all Capital improvements to the site or facility have come out of the budget or years revenue. In Fiscal Years 1971 to 1974, this operation contributed $785,179 to the General Fund. This is a net amount above operating and Capital improvements.*

In recapping, since 1965, the Multnomah County Fair has acquired the Exposition Center building and site, building assessed at $3.9 million and the land, 64 acres, assessed at $1,600,000, and has contributed $1,341,000 to the general fund. Keep in mind no general fund or tax dollars have been used for the purchase, remodeling or operation of this facility or its related activities."

According to county staff, the county's opinion that the Expo Center is not the fairgrounds, is based on a 1974 resolution to develop the Exposition Center as a multiple use facility that must stand on its own.

County records indicate that the Board of Commissioners passed this resolution with full recognition that the Exposition Center is the county fairgrounds, and the intent was to develop this facility under ORS statutes governing county fairs that has been recodified to what is now ORS 565.

The 1983 Audit Report states that, "This intent was restated in County Ordinance No. 297 dated February 19, 1982.", but only refers to the requirement that the facility stand on its own. The report also states that a subsequent ordinance and resolution confused the direction of the Center.

The only confusion created, was by incomplete research

into the history of Expo. County records very clearly show that the Expo Center has been the county fairgrounds since the Board of Commissioners ordered the consolidation in 1966. And, the Board has operated the facility under statutes governing county fairs up to the present time.

The records also show that the staff has lost sight of what the Expo Center is. Staff reports since 1982 show the lack of historical information other than to support the information presented. Is this the result of laziness, a lack of work ethics, or a conspiracy to divert county funds for special projects, and ignore state statute.

ORS 565.230 (2) states that: *"In order that the fairgrounds and buildings may be utilized to the fullest extent for pleasure, recreation and public benefit, the board shall at all times have the authority to provide park facilities for the public or to issue licenses and grant permits for the holding of any exhibitions, shows, carnivals, circuses, dances, entertainments or public gatherings upon the fairgrounds."* This clearly states that a county fairgrounds may be developed as multiple use facility, as was the Expo Center.

Is the Expo Center the county fairgrounds? County records indicate that the answer to this is an unqualified yes. The county commissioners moved the fair from the Gresham site to the Expo Center, and improved the facility with funds apparently dedicated to the development of fairgrounds.

ORS 565.230 (2), requires a fair fund by stating that: *"The moneys received from the issuance of such permits and licenses"*, by a fair board, *"shall be deposited to the credit of the fair fund, and warrants drawn against it the same as upon the disbursement of any other fair funds."*

The records show that the county abolished the fair fund in 1970, and did not reestablish the fund until 1985. And then, only when threatened by the state, for not complying with ORS 565.230 (2). County Staff reported to the task force, that in 1985 a deal was cut in Salem which would exempt the Expo Center from having to comply with the statutes. This deal was in response to PI's attempt to force Multnomah County abide by the county's agreement to maintain the Expo site in a condition suitable for exhibition purposes.

PI had filed suit against the county and had a HB 2410 introduced. This bill would require the revenues generated by Expo to be used exclusively for the operation and maintenance of the facility. County staff testified in legislative hearings, that the proposed legislation would penalized by the county by not allowing the county to use these funds for other purposes. The testimony of county staff contained five (5) references, pertaining the county's operation of the Expo facility, which were untrue.

The legislature amended the bill to require all other counties in Oregon to restrict the use of their fair funds only for the operation and maintenance of the county fairground. This allowed Multnomah County to use fair funds any way they chose. However, the legislature did not exempt the Expo Center nor did the legislature say the Expo Center was not the fairgrounds.

In fact, the county was already required to have a fair fund under ORS 565.230 (2), the legislature identified the source of money to be deposited in the county fair fund by passing ORS 565.325 (2), *"All moneys received from the activities conducted at the county fair or at the county fairgrounds or facilities, and all moneys received by a county fair as the licensee for pari-mutuel wagering on races conducted at or on behalf of the fair shall be deposited in the county fair fund."*

In response to the problems PI was having with the county, the Attorney General issued opinion #5743 on April 4, 1985. It states in part that, *"All revenues derived from the operation of the fairgrounds are considered special revenues and should be deposited into the fair fund. At the end of the year, funds remaining in the fair fund cannot be transferred to the County General Fund unless there is no necessity for maintaining the fair fund."*

County Counsel has stated that in 1985, the county changed the policy concerning the Expo Center. If this is true, Why did the county continue to use a county letterhead, subtitled "Fair and Exposition Center" after 1985? The answer can only be, because the county recognized that the Expo Center was still the county fairgrounds, as it still is today. As a task force member, I have received mail from Expo staff with the return address MULTNOMAH COUNTY OREGON, Multnomah County Fair and Exposition Center, 2060 N Marine Drive, Portland, Oregon

Multnomah County, in trying to avoid complying with the statutes, claims that the Expo Center is not the fairgrounds, because the fair constitutes only 15% of the use of Expo, therefore, Expo is a multiple use facility. As previously shown, The Expo Center is a multiple use facility only because it is the county fairground. A conservative estimate is that over $20,000,000 are unaccounted for, according to ORS 565.230 (2) and ORS 565.325 (2), and the amount could be as high as $30,000,000, depending on a complete audit.

An Attorney General Opinion has the impact of law, until overturned by the court or the legislature. Each Commissioner, before being seated on the Board, takes an oath of office that requires that commissioner to uphold the laws of this state. Since Attorney General Opinion #5743 has not been overturned by the legislature or a court, the Board of Commissioners are obligated to

comply with this opinion.

In trying to transfer the Expo Center to Metro, the county is again in violation of the law. An Attorney General Opinion, #3538 issued June 23, 1976, states that, *"The County Fair Board has exclusive management authority over the fairgrounds to the extent provided by statute. The county commission may relocate the fairground, but the fair board never loses control of property existing and used as a fairground."* The county has never moved the county fair from the Expo Center, therefore the county is not allowed to lose control of the property because in this county, the Board of Commissioners, is the Fair Board.

The county records show a long history of mismanagement concerning the county fair. This is documented in the internal audits. It is time to turn the management of the fair over to an independent fair board under ORS 565. Such a board will be able to devote it's full attention to the tasks at hand.

AMEND THE COUNTY CHARTER
TO REQUIRE A COUNTY FAIR

The county charter shall be amended to include the following chapter requiring the county to promote and operate a county fair.

COUNTY FAIR. The county shall promote and operate a county fair in accordance with the ORS 565 and in the following manner:

(1) The county fair shall be defined as:

> An Exhibition who's objects and purposes are to disseminate knowledge concerning, and to encourage the growth and prosperity of all agricultural, stock raising, home arts and crafts, horticultural, mining, mechanical, artistic, business and industrial pursuits in this county, and may include the racing of animals and vehicles.

(2) The Board of Commissioners shall appoint a Fair Board consisting of five (5) members. Fair board members shall be selected from, and upon the recommendation of the following groups:

> (A) One (1) member shall be a representative of the Grange.
>
> (B) One (1) member shall be a representative of 4-H.
>
> (C) One (1) member shall be a representative of Open Class Competition.
>
> (D) One (1) member shall be a representative of Business and Industry.

(E) One (1) member shall be a representative of the public at large.

(3) The fair board shall account for the fair fund in a manner acceptable to the county budget process, and as proscribed by budget laws

(4) The fair board shall operate fair and fairgrounds in a self sufficient manner, except, should the county fund the fair using ORS 565.330.

(A) The Fair Board may appoint advisory committees to make recommendations on how the board may accomplish its duties.

(5) The Fair Board, by unanimous consent, may transfer money from the fair fund to the county general fund.

(6) The Fair Board shall have the power to hire its own staff. Staff shall be responsible to and will answer to the fair board, and shall have all of the rights and benefits of any other county employee in a comparable position.

(7) The County shall refer a ballot measure to the voters, repealing this chapter before the County Fair may be terminated.

A COMPENDIUM OF THE MULTNOMAH COUNTY FAIR HISTORY

SUMMARY OF NEWSPAPER ARTICLES AND OTHER SOURCES CONCERNING THE GRESHAM FAIR AND THE EVENTUAL CONSOLIDATION/MERGER AT THE OLD PACIFIC INTERNATIONAL LIVESTOCK EXPOSITION SITE.

This was compiled by the "Friends of the Multnomah County Fair". **Bold face type** (except dates and document names)indicates editorial comments.

The compendium is supported by a collection of newspaper articles, Multnomah County Board of Commissioners board orders, board minutes and various letters, etc.. All items are dated for chronological reference and copies of the original documents are in a binder.

Copies of the compendium are available and the document binder is available on loan. Contact The Friends of the Multnomah County Fair, Mary Trupp, Secretary, 503-621-3969, 16430 Powell Blvd. Portland, OR 97236.

A Historical summary of Oregon fairs and their association, dated back to April 10, 1865. This document was compiled in the late-1980s by the Oregon Fairs Association. It mentions, "the purpose of the first fairs in the 1860s, as described by the agricultural society on April 10, 1865, could well apply to today...to examine and study the improvements over the previous year; new gains for the increase of commerce; fruit and garden products for the table and luxury; floral introductions to beautify our homes; stock to increase the value of our herds; arts to decorate our dwellings, cultivate the eye for the beautiful, and introduce numberless articles of utility; machinery to lessen the toils of farming and household..."

"In 1885, the legislature directed a State Board of Agriculture to, among other things, govern the annual state fair. Part of the act allowed the county and district agricultural societies to purchase, receive and hold real estate.

"In 1911, the legislature authorized each county to appropriate $2,000 a year for an agricultural fair. At that time, the act gave full control of fair management to the county governing body, except that the act did not interfere with district fairs."

"That management authority changed in 1913 when the legislature directed the county fair boards to manage the fairs and fair property."

This historical summary shows the early association and

probably intent on behalf of the state legislatures to promote county fairs and also to protect them as an entity as does ORS Chapter 565.

THE LAW

County Fairs have the potential to be political footballs. Consequently, to protect them, the State of Oregon enacted ORS Chapter 565 governing Fairs and Exhibits.

Each county must have a 3 to 5 member Fair Board

Fair revenues must be used for the Fair

Fairs receive annual funds from paramutual racing

Permission for a County tax levy is provided for

Some accounting practices are stipulated

A specific Fair fund is stipulated

Multnomah County does have a unique situation. The Multnomah County Commissioners asked for and received two exceptions.

ORS 565.210 (4) states that in counties over(orginally 300,000 in 1961 and changed in 1985) 400,000 population that the County Commissioners may be ex officio members of the Fair Board and act in lieu of appointing a board. In all other counties, no more than one Commissioner may be a board member.(1961 & 1985)

ORS 565.325 (1) states that counties under 400,000 shall establish a fair fund.(1985)

Our County Commissioners do operate as our Fair Board, but they delegate the responsibility to a department head who in turn delegates it to a part time fair manager. nNo minutes of Fair Board meetings have been found or even memos to tell new Commissioners that they are the Fair Board. Also no minutes have been found indicating that they ever officially declared themselves the Fair Board.

EVOLOUTION IN MULTNOMAH COUNTY

As early as the mid 1950's the Multnomah County Fair started looking for a new home. Gresham wanted the land for other uses and the thinking was that a new facility could be a year-round exposition center. Fair management and County Commissioners were looking for funds and ideas.

An expo or fairplex was not a new idea. The California State Fair was then changing to Cal Expo as did

many other fairs that saw the opportunity for additional revenues from existing assets.

WHO OWNS IT AND WHERE IS THE MONEY

To some it is a step child of Expo. A child that has not been doing well and most likely should be required to stand on it's own two feet.

At the same time there are those who feel that it does stand on it's own and could and would have done better under the stewardship of a citizen board.

Property has been condemed and special rights due only to fair funds, assets or fairgrounds have been used by the facility (now named the "Expo Center" that used to be called the "Multnomah County Fair and Exposition Center").

Some feel if it is to be sucessful it must have it's own grounds and fair fund. The County position is that there is no fair fund of any great amount and that the Expo grounds do not belong all or in part to the Fair. Possibly the following will shed some light on this subject.

LOOKING FOR A NEW HOME FOR THE FAIR

On 2/18/64 The Oregonian reported in reference to the *"new county fair at Portland Meadows"*, Multnomah County Commissioner David Eccles said in February 17, 1964, "Revenue bonds should be guaranteed by the county and paid for solely through the revenue of the county fair in future years."

Eccles also stated that, "These funding innovations similar to Los Angeles, Honolulu, Spokane", that these innovations might be worked into the county fair complex he is proposing for the new site donated last year by the Portland Meadows, Inc. horse racing firm. The innovations included convention and show rooms which are expandable and retractable to various sizes. County commissioners have also talked of financing the new county fair with money in a "savings fund" to be built up with deposits from the general fund each year. "That would take a long, long time," Eccles noted.

At that time the proposed development would be adjacent to the planned Delta Park Recreation Complex. Eccles suggested at one time that the new fair eventually could run around $15,000,000.

In June of 1964, Multnomah County filed a condemnation suit against Portland Meadows seeking an additional 20 acres at the Meadow property for new fairgrounds. The Oregonian 6/12/64

In November of 1963, the North Portland race track gave 58 acres to the county for a new fair site scheduled to be completed

by 1968.

In February of 1965, the Multnomah County Commissioners assured Gresham city officials that they would work with them in disposing of the property in which the current Multnomah County fairgrounds were located. The county decided to abandon it for a new site near Portland Meadows by 1968. The Oregonian, 2/19/65

In April of 1965, a $10,000,000 all-year fair center was unveiled to be adjacent to the Portland Meadows race track. It included a permanent amusement park, parking, exposition and exhibit halls; it included 164,000 feet of exhibit space and 40,000 square feet in a permanent exposition building with an area that would seat 6,000 persons, restaurants and 24 acres of parking scheduled to be completed by 1981. It was described as a year-round fair and exposition site.

At that time the county reported that they had a total of $774,000 in their current fair development fund. The study for this exposition site cost $41,600. **No mention was found in the media of using the Pacific International Livestock buildings prior to this.**

Note that all these previous newspaper quotations imply that the Fair was looking for a new venue and when found it would be a Fair and expo center, planned as a year round facility. In addition, the county was looking for ways to fund this new venture.

Board order dated April 7, 1965, from board to fair manager Duane Hennessey transferring $10,000 from Fair Fund to pay architect's fees.

In April of 1965, while rejecting a court set price of $122,000 for 20 acres of land adjacent to the proposed new fair site at Portland Meadows, the county stated, "That will not prevent development of a 70 acre site there according to county fair and exposition site plan presented to commissioners last week." At that time it was planned to use 20 acres of city property from adjoining Delta Park to complete the proposed 70 acre fair ground. Also, Commissioner Eccles said, "If plans for the Meadows location cannot be carried out, the county might attempt to construct a less elaborate fair center by expanding the Pacific International Livestock Exposition facility.

THE FATE OF THE P.I. FACILITY IS SETTLED

Board order dated April 26, 1965, from the board to the fair manager Duane Hennessey with an attached resolution declining to buy the Portland Meadows property.

Board order dated May 9, 1968, judgment against Multnomah County in favor of Portland Meadows concerning "the acquisition of real property contemplated to be used for the relocation of the

county fairgrounds.

May, 1965. "The legislature recently passed a bill which will allow transfer of the title of the financially unstable PI to the county. Details of the transfer have not yet been worked out."

ORS Chapter 630 - 6/3/65. The P.I.'s problems. Concerning the Pacific International Livestock Exposition and its emergency at the time. The state gave the PI $250,000, but as a condition required it to turn over to Multnomah County 41.6 acres that is part of the present Expo site. It does not appear that the county was required to put up any money. The PI was required to pay the State of Oregon back $250,000 over a period of time at $30,000 per year.

It appears that the County took title to the P.I. property for no money.

THE FAIR MOVE AND MERGER

Board order dated September 14, 1965, from the board to the fair manager Duane Hennessey appointing him as "manager of the building now known as the PI Exposition Building."

Board order dated October 14, 1965, from the board to the fair manager Duane Hennessey concerning the acquisition of a pick-up truck.

Board order dated November 16, 1965, from the board to the fair manager Duane Hennessey indicating that a $100 petty cash fund be set up for the Pacific International Building, fund 8019.

Board order dated December 28, 1965, from the board to the fair manager Duane Hennessey that $75,000 be transferred from the contingency fund to the PI development fund.

Letter dated January 6, 1966, from the board to Duane Hennessey (**Fair Manager and Pacific International Building Manager**), concerning "all expenditures incurred in the study of the PI area for a stadium and fair facilities."

March 29, 1966, study for moving the Fair. Multnomah County ordered the county into an agreement with C2F. It was a "feasibility study on the proposed relocation of the Multnomah County Fair from Gresham, Oregon to the present site of the Pacific International Livestock Exposition." The cost of the study was $10,500.

Board order dated April 19, 1966, to Duane Hennessey, Fair Manager, from the board transferring $25,000 from the contingency fund to the PI Development Fund.

On September 10, 1966, this headline appeared, *"Fair Move, Merger Plan Okayed by County,"* subhead, *"P-I Site Complex Plan."*

"The Multnomah County Commission voted unanimously Tuesday to move the county fair from Gresham where it has been for 60 years and consolidate it with the Multnomah County Exposition Center, formerly the Pacific International Building in North Portland. The Commissioners also directed that work begin immediately to develop a comprehensive master plan for an exhibition and recreation complex in North Portland." The commissioners also said, "That they expected to add a grandstand and track and stage the fair at the new location in 1969."

Board order dated September 20, 1966, "Merged facilities". The minutes of the commissioner's meeting state that, "At this time Commissioner Gordon urged the board to agree to move the Multnomah County Fair to the Pacific International site, start immediately with the development of a master plan, and proceed with the acquisition of the land necessary to accommodate the merged facilities, and Commissioners Eccles so moved, and it was so."

Memorandum dated December 21, 1966 to the commissioners from Duane Hennessey **(Fair Manager and PI Building Manager)**, expressing concerns about new location.

Board order dated June 22, 1967, to fair manager in Gresham. ~~(WHAT IS THIS)~~ "IN THE MATTER OF AUTHORIZING EMPLOYMENT OF APPRAISERS TO APPRAISE LAND FOR THE FAIR AT THE MULTNOMAH COUNTY EXPOSITION SITE"

DUANE HENNESSEY, MULTNOMAH COUNTY FAIR

Board order dated January 2, 1969, to Duane Hennessey, Fair Manager, concerning transfers to the County Fair Development Fund.

ALL NECESSARY EXP TO BE PAID FROM THE COUNTY FAIR DEVEL FUND

EXPO FUTURE NOT FEASIBLE WITHOUT FAIR

~~(NEED DATE HERE)~~ 9/20/66 THE OREGONIAN JOURNAL 9/21/66 THE OREGONIAN

"An engineering consulting firm hired by the county for $10,000 recently recommended the merger of the fair and exposition center. It also expressed the opinion that additional expenditure of funds on the PI Building could not be justified unless there was a merger of the fair and PI." "The county has $900,000 in the fair development fund, money presently restricted for use only to the present fair. It expects to get around $800,000 from the sale of the present 50 acre site in Gresham. Commission Chairman Mel Gordon moved to consolidate the facilities noting it has long been understood that the fair must be moved from Gresham to a more suitable location. He said, "The County Fair, which operates at a profit of about $85,000 a year, should draw more people because it would be more accessible at the new location; that better exhibit halls should result in improved exhibits and that the remodeled PI arena would permit the fair to stage events not possible at the present fairgrounds."

On September 21, 1966, The Oregonian reported that "'69 Event

Scheduled for Arena." "Tax Increase Not Expected in Consolidation."

Please note that there are many references to "merger" and "consolidation" which would leave the impression that the facility and fair merged or consolidated.

The definition of merger: "To sink the identity or extinguishment of a lesser estate right or liability in a greater one; a commercial combination of a number of interests or companies in one".

The definition of consolidate: "To make solid, firm or coherent; unite; combination; centralization."

If this is true, it would seem the one being extinguished would be the lesser partner. The PI came to the deal in debt with a profit of about $15,000 a year on gross revenues of $66,000. The fair came to the deal with a $900,000 fair fund plus the value of its land that it still owned (approx. $400,000). In addition to that, it made $85,000 per year. In this scenario was it the Expo Center that was extinguished or was it the Fair?

The Oregonian on 9/21/66 also reported that the commissioners voted to "consolidate" the county fair with the county exposition center. "The motion for consolidation was made by Commission Chairman Mel Gordon who consistently has advocated merger of the fair and PI facilities since the county took title to the aging arena and exhibit hall in September 1965. "Gordon noted that a recent $10,000 study in which the firm of Cornell, Howland, Hayes & Merrifield evaluated the PI site as a potential exhibit, sports and recreation complex, took a favorable view towards inclusion of the fair, and indicated no additional expenditures on the PI building could be justified unless the fair became part of the facility."

"Improvements Made" The county has spent more than $400,000 on improvements at the PI Building. Although relocation of the fair will necessitate purchases of a substantial amount of additional land at the PI site, Gordon said the consulting firm determined that a combined facility will be entirely self-sustaining and require no public subsidy."

FAIR FUNDS, PROFITS, ASSETS AND REAL ESTATE

The Oregonian 9/21/66 "According to fair manager, Duane Hennesy, the Gresham Fair has earned a profit between $90,000, $100,000 annually in recent years. The fair's development fund currently contains approximately $900,000, but the commission said sale of the 50-acre Gresham fair site at the highest possible price is essential if the consolidation is to be made effectively. Although financial details have not been worked out, commissioners said they are confident the merger will not result in any tax

increases to county residents. (Please note that no additional land was ever acquired for the consolidated and merged facility or the fair.

"Expansion plotted." "Commissioner Dave Eccles said he is hopeful construction of a grandstand and race track as well as refurbishing of the PI building exhibit hall can be completed in time for the 1969 fair. "Gordon said he is convinced the consolidated fair-PI and its location, which is easily accessible from the Portland Metropolitan area, will provide a first-class year-round recreation center for the benefit of the entire community," and predicted annual revenues of $200,000 per year.

Eccles seconded Gordon's motion for the fair relocation, expressing a belief that the move is the most appropriate action, "under the circumstances." It said it was with much reluctance that he shelved, at least temporarily, his plan for an $8 million fair and recreation complex adjacent to the Portland Meadows race track.

As of May 3, 1967, the fair fund had about $700,000, and the exposition center requested $247,000 for the coming year, including $210,000 in capital outlay. Commissioner Gordon also explained that the progress report projects revenue and operational cost from a study for the "1966 stadium and exposition facility."

"Possible fair addition" adjacent to the exposition center were recommended - 74 acres of land for $978,000 for construction of a race track complex, parking for 4,000 vehicles, site improvements, the new exhibit building, picnic area with 150 tables." (Certainly this sounds like a fairgrounds as opposed to an exposition center.) "Total cost of the fair addition projects, as indicated in the report, would be $2,631,000, and exposition building remodeling would total $1,855,000, for a grand total of $4,486,000."

It appears that the fair-like improvements were intended but never carried through. 13 acres was acquired somewhere around 1969 for the race track, but the further monies would be spent on the expo buildings and not on horse barns as intended. The facility had no barns for horses and ultimately horse activities were taken elsewhere.

June 27, 1967 Fair funds used for Expo Center - In the Board of Commissioner's minutes, "In the matter of authorizing employment of appraisers to appraise land for the fair at the Multnomah County Exposition site," "ORDERED, unanimously approved, all necessary expenses to be paid from the County Fair Development Fund."

December 14, 1967 - Fair funds used for Expo Center-

"Recommendation, Director of Administrative Services, that some of $55,000 be transferred from the Fair Development Fund to county Exposition Center Account No. 1510.300 to cover building repair and alterations." "ORDERED, unanimously, that said recommendation be adopted as the order of the board."

This is a copy of the minutes, very few of the actual minutes have been reviewed, although indexes have been reviewed. They seem to show that, as was substantiated later by a fair manager in 1975, that Fair Development Funds were, as a matter of course, used to finance reports, repairs, alterations and new building projects at the Expo site.

In April of 1968, the county commissioners voted to sell the Gresham fairgrounds for $400,000 **(this is money the fair had in addition to its fair fund of up to $900,000 in years immediately prior).**

Board order dated November 10, 1969 purchasing a "sweeper-scrubber for Fair's Division." **This device was not purchased for Gresham, but for the new Expo facility**

Letter dated December 4, 1969, from the board to Multnomah County Fair Manager concerning transfers of cash for the "Fair-Expo Center purchase of floor sweeper" and "fair utility overexpenditure."

Central Citizens Budget Advisory Committee, December, 1990, page 17, recommendation No. 3, concerning the management should develop a long-range plan for the use and operation of the facility. It goes on to state, "In 1985, Exposition Center Task Force Report estimated the exposition center's replacement value between $20 and $50 million. In addition, the exposition center provided over $800,000 in revenues to the county's general fund during the fiscal year 1-9-88/89. **These revenues included income from the fair and the PI. The fair's income included all the indirect costs and rent and cash transfers for capital improvements, in essence, all fair profits including racing revenues.**

If the value of the facility was $20 million in 1985, and considering that the PI asset put up by the county originally had a value of $250,000, and that the County Fair Fund and land value total was $1,300,000, then the county fair's portion was approximately 83% of the assets put up to create this fair and exposition center. Eight-three percent of $20 million would be $16,600,000. This does not include any profits for the fairs from 1966 to 1990. These profits all went to the general fund.

<u>PLANS AND LAND AQUISITION FOR THE FAIR</u>

On February 2, 1969, the Sunday <u>Oregonian</u> showed a map

of one of the proposals the Multnomah County Commissioners may consider for a new fairgrounds. This included a picnic area adjacent to Forest Lake, a race track, grandstand, and adequate parking. "The county is equipped with about $1 million to finance land acquisition and expanded facilities.

Board order and cover letter dated January 7, 1969, to Mr. and Mrs. Meng concerning "the option given to Multnomah County resulting in the purchase of real property as a portion of the grounds needed for the establishment of a county fairgrounds at the Exposition Center" for a price of $245,000.

Board order dated February 27, 1969, concerning the "condemnation of real property...which is vested in Portland Union Stockyard Company, a corporation, for Multnomah County Fairgrounds purposes."

Board order dated February 27, 1969, concerning "condemnation of certain real property located in Multnomah County...which is vested in Peninsula Terminal Company, a corporation, for Multnomah County Fairgrounds purposes."

September 18, 1969 - More property purchased for the Fair. Order from the County Board of Commissioners. "In the matter of the condemnation of certain real property located in Multnomah County, Oregon, the title to which is vested in Peninsula Terminal Company, an Oregon corporation, and Portland Union Stockyards Company, an Oregon corporation, for Multnomah County Fairgrounds purposes." The Director of the Department of Administrative Services was directed to draw warrants on , "the Multnomah County Fair Development Fund in the sum of $41,130, payable to Peninsula Terminal Company and Portland Union Stockyards Company." This action showed where the county was adding more property to its Expo complex and calling it, "For Multnomah County Fairgrounds purposes."

Board Order, January 8, 1987, designating 11.5 acres of the 17.1 acres of real property purchased for fair purposes and assigning this responsibility to the County Parks Services. **This is the property that was specifically purchased for fair purposes, although the resolution states, "Whereas, 11.5 acres of said property has been held in an undeveloped status by the County Exposition Center."** This is in conflict with the original use intended when the property was condemned for "County Fair purposes."

Board Minutes Dec 14, 1967

WHERE THE MONEY CAME FROM

Loren Kramer, Director of the Department of Administrative Services for the county, said sources for financing conversion to a fairground facility will be $500,000 in the fair development fund and some $400,000 from the sale of the Gresham fair location."

$55000 Re TRANSFERRED FROM FAIR DEVELOPMENT FUND TO COUNTY EXPOSITION CTR ACCT #1510,300 TO COVER BUILDING

"The county took over the Exposition Center some five years ago. The facility was a constant money loser."

Kramer said that during the 1968-69 season, however, the schedule is scheduled to gross $68,000 from space rentals as against $51,000 in operating expenses.

He said that budgeted total revenue includes $33,000 to be paid by the Pacific International Livestock Exposition for its annual show dates and $33,000 from other dates.

"Multnomah County Commissioners voted in September 1966 to consolidate the county fair with the county exposition."

On August 13, 1969, in the Oregon Journal this was reported: "The old fair ground at Gresham as been sold for $400,000 ...."

"In anticipation of the move to North Portland, County Commission, which in Multnomah County serves as the fair board, began to improve the PI facilities. There still is a long ways to go."

"Multnomah County has about $700,000 in its fair development fund including $400,000 from the sale of the Gresham fairground. A like amount has already been spent on improvements at the PI."

Note that the total fair fund once mentioned up to $900,000 plus $400,000 from the sale of the Gresham fairground, BUT diminished to $700,000. It is implied that this money had been spent on improvements at the P.I., A facility that had historically lost money and even since the county had taken it over only made $15,000 a year, it is difficult to envision the "County Exposition Center" as the dominant partner in this "merger/consolidation."

"Actual construction of new facilities necessarily will be deliberate, the county chairman said, because it is strictly on a pay-as-you go basis. The present fair development fund includes no county tax dollars and represents accumulated surpluses that during the last ten years have averaged from $100,000 to $125,000 annually."

Minutes, November 17, 1970, and formal board meeting of the commissioners. (It was stated that the Fair Development Fund was $600,000 at that time). Also stating that "Commissioner Gordon said the Fair Development Fund got its funds from horse racing, etc., so general revenue funds are not involved."

Letter, dated October 21, 1970, to James Gleason, County Chair, from "Duane Hennessey, Manager, concerning comparative figures on the 1970 operation and the 1969 fair at Gresham." With figures showing fair gross and profits and racing revenues.

Approximately **6/1/75 The Fair and Expo Manager's report indicates Fair funds were all used for Expo.** This is a brief financial history of the "Multnomah County Fair and Exposition Center" by the fair manager at that time. This is the item that specifically mentions, "All capital improvements to the Expo Center came from the Fair Development Fund. The fund was derived from past fair profits and the sale of Gresham for $400,000. In 1970 the Fair Development Fund was abolished and $565,000 transferred to the general fund. Since 1970 all capital improvements to the site or facility have come out of the budget or year's revenue."

Another document on Multnomah County Fair and Exposition Center letterhead **(note that it is specifically called the "Multnomah County Fair and Exposition Center" and titled by the manager, "Fair and Expo Center.")** This item appears to be a draft of a cover letter for operations to the fair and Expo Center detailing specific revenue expense sources including the race meet, the fair and the Expo Center as three specific entries.

Board order dated June 26, 1980 to Rena Cusman, Director, DES, concerning "making an additional appropriation in the amount of $20,850 from the Fair Fund contingency to fair and exposition center capital outlay, to pay sewer connection fee."

Page 2 from the September 1983 audit, Table I, stating that "Over the last six years, the center averaged just over $265,000 per year in net income from all activities, considering capital improvement expenditures. **These figures then stated all are shown as the totals for rental concession, parking, racing apportionment, admissions and other expenditures, along with expenditures for operating and capital improvement. The fair is not split out in these figures between the exposition center and the fair. Note that of the $265,000 average net income, $254,000 by law belongs to the fair because they are racing revenues. Also included in the revenue are the concession, parking and admissions that include the proceeds from the fair.**

From the Internal Audit, Fair and Exposition Center, September 1983, a revenues and expenditure summary that shows the break out between the fair and expo.

Attorney General Opinion No. 5743, issued April 4, 1985, states that, "All revenues derived from the operation of the fairgrounds are considered special revenues and should be deposited into the fair fund. At the end of the year, funds remaining in the fair fund cannot be transferred to the county general fund unless there is no necessity for maintaining the fair fund."

USE OF THE EXPO CENTER DEFINED

Order from the Board of Commissioners dated 12/19/74. "In the matter of establishing a policy governing the use of the Multnomah County Exposition Center" At this time the Exposition Center clarifies its policy towards tenants and states that, "All tenants or persons conducting activities at the Expo Center shall be required to pay current" rental rates. It goes on to say that they are all required to sign leases, that the Expo Center would provide janitorial services for the restrooms, the lobby, the aisles and so on; also that the Expo Center would handle the concessions. "The only exception to the rental policy will be for county-sponsored events as requested by a majority of the Board of County Commissioners. The Board of County Commissioners may waive the rental fee at their discretion, but in any event, the direct cost incurred by the Expo Center, including personnel utilized for the event, materials and utilities consumed during the event, and any other direct costs incurred by the Exposition Center as a result of the event, will be reimbursed to the Expo budget from the budget of the county agency which is sponsoring the event." "No commitment for such a county-sponsored event will be given prior to 30 days before the proposed date."

Unfortunately, it's not absolutely clear whether the county fair is considered another county-sponsored event or if in fact the fair has been construed as a partner in the "combined," "merged" facility, whether this even applies to it. Certainly precedent has been established that is in contrast to this particular order prior and subsequent to this order including the vote of the majority of county commissioners and notice given only 30 days prior. Obviously, a county fair must have its event scheduled a year in advance. It appears that this order would govern incidental or simpler use of the facility. It is conspicuous especially in its absence of mention of the specific county fair.

FAIR GROUNDS OR EXPO CENTER, WHAT IS IT? WHO GETS THE MONEY?

Board order, dated July 9, 1970, "pertaining to the use of the Multnomah County Exposition Center by motor vehicles."
"Section I-Definitions
a. "County Fairgrounds" shall mean the location of the Multnomah County Exposition Center being:"

Schedule of events, 7-8-72, "Multnomah County Exposition Center," indicating events, dates and attendance.

1973 Multnomah County Fair report, 8-5-73, attendance and revenues, exhibits and premiums.

Letter, November 9, 1973, from Commissioner Ben Padrow to Ron Engberg, "Fair and Exposition Center," concerning flexible scheduling.

Board Order, August 8, 1974, to Ron Engberg, concerning an agreement with Hollywood Lights with a letter attached from County Board Chairman James Gleason to Hollywood Lights stating, "Relative to your letter of May 14, 1974 to Mr. Ron Engberg, Manager, Multnomah County Fair and Expositon Center."

Board Order, 10/24/74 to Mr. Ron Engberg, Manager, Multnomah County Fair and Exposition Center, concerning appropriation of $3,926 to "Fair and Expo Center, Capital, BUC 7120035, for repairs to the horse barn."

Portions of 1975 audit on "Multnomah County Fair and Exposition Center" letterhead indicating that the building was assessed at $3,900,000 and the land, 64 acres, assessed at $1,600,000, also that the facility had contributed $1,341,000 to the general fund with the statement that, "Keep in mind now general fund or tax dollars have been used for the purchase, remodeling or operation of this facility or its related activities." It goes on to explain the 1975-76 revenues from paramutual racing, the Expo Center, the fair, etc., and talks about the value of the fair. On the reverse of that is another portion of the audit draft indicating, "Multnomah County's Fair and Exposition facilities are located at 2060 N Marine Drive, Portland, Oregon." This is a report by the office of the county auditor. "The accumulated cost to date of the facilities is in excess of $1,900,000. It goes on to state that the county participates in four different activities: the annual county fair, the rental of exposition facilities, an annual five-day dog racing meet at the Multnomah Kennel Club, an annual five-day horse racing meet at Portland Meadows. Figures are shown for 1974 for each of those four items. However, "General Fair and Exposition Center operations" are shown as a single figure, they are not broken out, although horse racing and dog racing are broken out.

From Jack Adams dated 8/12/93 - This is a summary of Mr. Adams points concerning the Expo Center, the county fair and the funds. Attorney General opinion No. 3538, issued June 23, 1976, states that, "The County Fair Board has exclusive management authority over the fairgrounds to the extent provided by statute. The County Commission may relocate the fairground, but the fair board never loses control of property existing and used as a fairground." ORS 565.230 (1), "Grants the County Fair Board, 'the exclusive management of the ground and all other property owned, leased, used or controlled by the county and devoted to the use of the county fair, and is entrusted and charged with the entire business management and financial and other affairs of such fair.'"

September 1983 - Internal Audit Report of the Fair and Exposition Center Department of Environmental Services by Ann Kelly Feeny that indicates that the last audit was in 1975. "Studies have been conducted by private consultants to determine

whether the facilities were efficiently used." Please note that the title of this report by the county auditor at that time refers to the "Fair and Exposition Center." Obviously it has never been made clear to anyone, certainly not the citizens or even county employees, just what this facility is or who owns or is responsible for it.

It also points out a county ordinance, No. 297, dated 2/19/82, "The ordinance also ordered that the center ... not require an operational subsidy from the county." Historically, the county has wanted the Expo Center to stand on its own two feet. It could not have done it without the income of the county fair which includes the income from racing at Portland Meadows and the Multnomah Kennel Club "as part of the fair function. Racing income from both activities averaged approximately $99,500 per year over the past six years.

Portion of 1990 audit report. This is a background and brief history that goes on to state, "In 1980, usage of the site as an exposition center began." In fact, the entire complex was not successful as an exposition center without the fair until approximately 1983.

If county fairs are considered an entity as they are in virtually all counties except Multnomah, its assets and revenues are used to improve itself. That's not been done here unless the Expo Center is considered the fairgrounds in which case all monies spent are perfectly legitimate. But if it's not a fairgrounds, the monies have been spent illegally, depending on how you look at the interpretation of the state statutes.

On July 9, 1970, the Board of County Commissioners defined the "county fairgrounds" as being the Multnomah County Exposition Center in a traffic ordinance. That is a definition by the Board of County Commissioners. (Note, Jack Adams has the exact language that should be inserted here)

3-15-85 - Testimony before the House State and Federal Affairs Committee, HB2410. This is testimony by Paul Yarborough, Director of the Department of Environmental Services for Multnomah County. This is Mr. Yarborough's testimony in opposition to "HB 2410 which was introduced at the request of the Pacific International Livestock Exposition. This bill would require the county to dedicate all racing revenues, annual fair revenues and Expo Center revenues for maintenance and improvements to the Expo Center and operation of the county fair and other authorized events. This would restrict the county from using any of these revenues for other county purposes."

In the section titled, "County Assumption and Improvement of the Expo Center," Mr. Yarborough states that the state required

the PI to turn its property over to Multnomah County free and clear and that. "The property was not transferred to serve as the County Fairgrounds. The transfer of title was part of a package deal in which the PI signed a ten-year lease for their annual shows for a total rent of $330,000, and the County limited its capital obligations to not more than $300,000.

"Despite the capital limit the county actually spent in excess of $1,500,000 during that decade upgrading buildings and expanding the land from 41.6 acres to 55 acres.

"The source of these investments was the county general fund. During the last ten years, the county has invested an additional $1,060,000 in improvements, and has $110,000 more budgeted this year for parking lot improvements."

What Mr. Yarborough did not point out at this time was that all racing revenues and profits from the fair, if any. "Racing revenues are usually counted with fair revenues, and typically the fair always shows a profit when these are combined." **All fair profits have gone to the general fund. These statements apparently were made without consultation with previous fair managers and others who seemed to know in 1975 that the facts were that as of 1975,** "All capital and improvements to the Expo Center came from the Fair Development Fund."

What happened between 1975 and 1985 has not yet been made apparent, however, it is likely that the fair continued to make a profit that went to the general fund and that the general fund continued to invest in the Expo Center, but most likely only to the extent that the center remained self-supporting as was required in previous orders of the commissioners and so on. That was the intent, but Mr. Yarborough either did not know that or chose to ignore that fact. Certainly he did not put forward the facts that the initial $1.1 million (at least) that the fair had was put into the Expo site and that all profits had always gone to the general fund, probably amounting to at least $800,000 additional at that time - 1985.

The next section fo Mr. Yarborough's presentation says, RELOCATION OF THE COUNTY FAIR. The county fair was not moved to the Expo Center until 1968 (**The first county fair was held at the Expo Center in 1970. Mr. Yarborough was incorrect.**)

"Prior to 1968, the fair was located on county-owned property in Gresham. The county has not charged the fair budget with Expo Center rent, general / county administrative services, and landscaping and grounds services by the Parks Division."

Nor does that paragraph state that the county plans on

starting to charge rent. However, three fairs later the county started charging rent to its fair, plus indirect costs from the county to the fair began to escalate.

Director Yarborough goes on to state that the fair accounted for approximately 15% of the total annual Expo attendance and that the bulk of attendance and revenues to the Expo Center is produced from more than 50 other leases. In addition, he stated that the Expo Center had been developed and operated as a general purpose exhibition facility for 20 years.

In contrast, in 1975 at least, it was still called the Multnomah County Fair and Exposition Center, and in about 1970, in reference to a traffic ordinance, the Board of Commissioners designated the property the Multnomah County Fair site and a significant portion of the property had been acquired specifically for "Multnomah County fairgrounds purposes." Another point is that all fair profits, including racing revenues, had gone into the general fund, and a similar amount of money was the only money spent on improvements of the Expo facility.

Portion of 1990 audit report. This is a background and brief history that goes on to state, "In 1980, usage of the site as an exposition center began." In fact, the entire complex was not successful as an exposition center without the fair until approximately 1983.

HB2410 was at the request of the Pacific International Livestock Exposition, not the Multnomah County Fair. There was no fair organization, per se, or anyone to defend the fair's rights as an entity. The manager of the fair reported directly to Mr. Yarborough. Consequently, it would have been imprudent of any of the fair staff to testify or comment to the contrary to Mr. Yarborough's remarks.

HB2410 also increased the requirement that counties with populations over 400,000 could use commissioners in lieu of a fair board. It also at that time added an additional caveat that "each county under 400,000 population, according to the last decentennial census that holds the county fair shall establish and maintain a Fair Fund." It also went on to state that fair funds would only be used for the fair and that included racing monies. It does not specifically state that counties over 400,000 can use fair proceeds for anything except fairs.

4/4/85 - letter - Answer to an Opinion request OP5743. In answer to Larry Campbell, Minority Leader, and Bill Bellamy, State Representative. This opinion answered eight questions put forth by these two individuals concerning the Multnomah County Fairgrounds.

These opinions are not conclusive in that some seem conflicting.

Again, it is primarily intended to clarify the relationship between the county, its fairgrounds, and the Pacific International Livestock Exposition. Some of the highlights of this opinion are: Section 3, Answer, "The monies received from the issuance of such permits and licenses shall be deposited to the credit of the fair fund and warrants drawn against it the same as upon teh disbursement of any other fair funds."

In answer to question 5, Does Multnomah County have a county fair that qualifies for receipts from paramutual racing?, the answer was, "Yes, if the county holds an annual fair at all."

Question No. 6 concerning any restrictions on the use by a county of income from paramutual racing becomes very complicated. However, some specific statements were made. In reference to ORS 565.230 it says, "Appears to have the goal of insuring that revenues generated by the property on which the County Fair is held be used to maintain the fairgrounds and buildings.(1)" A great deal of description attempts to define terms such as "special fund," "reserve fund," "fair fund," and the uses.

1/4/86 - newspaper article - Multnomah County, PI, Settle Past Differences. This is a summary of a deal cut between Multnomah County and the Executive Board of the Pacific International Livestock Exposition. These were the primary forces shaking the tree for House bill 2410. There was no champion of the fair, and the fair came out on the short end.

<u>STATE RACING COMMISSION REVENUES FOR ALL COUNTY FAIRS</u>

"A bill passed by the State Legislature this year provides a new formula for distribution of the paramutual racing funds to county fairs. Robert L. Stevens, manager of the State Fair Commission, said the larger counties will gain some advantage over the present provision when the new law takes affect this year".

"It gives each county fair a flat $20,000 annual grant, a share of a percentage of the paramutual fund based on the county's assessed evaluation, and consideration for grants for construction. The capital improvement grants come from a fund amounting to 10% of the state's return from paramutual betting distributed by the newly-established seven-members County Fairs Commission on the basis of merit. Proposals for construction projects are submitted to the commission by the various county fair boards for evaluation".

"On the basis of the 1968 paramutual funds the distribution to counties for construction would amount to $218,000".

"Because the Multnomah County Fair receives a share of

paramutual betting receipts, there is a sense in which it is subsidized, but unlike most other county fairs in Oregon, it is not supported by property tax assessment".

PARAMUTUAL REVENUES FOR THE MULTNOMAH COUNTY FAIR ONLY

On Friday, November 28, 1969, The Oregonian reported that, *"The Fair Goes to the Dogs."* At that time the fair policy changed and its horse racing dates at the Meadows race track were traded off for ten days at the Multnomah Kennel Club. "With the sale of the Gresham fairgrounds and the prospective move of the county fair to the county exposition center (formerly the Pacific International Livestock Exposition property) in North Portland, the fair is without a race track of its own. Unwilling, of course, to give up the revenue from racing, the fair thus is compelled to deal with one of the two privately owned race tracks in the county."

The county, with its lack of commitment for funding fair-like facilities, could not protect its racing revenues and consequently traded for race dates where it could. Had the fair stood on its own, it is possible that it would still have its race track.

"....This year, for example, the PI netted about $107,000 in ten days of horse racing." "The county fair probably could make a similar deal, but the anticipated handle at MKC is so much larger that the fair might be able to take home double the above sum in ten nights of greyhound racing."

The Oregonian, January 25, 1973, the Oregon Racing commission decided to allow Multnomah County only five days of greyhound racing at the Multnomah Kennel Club in 1973 in conjunction with the county fair. At that time the County Commission's action left open the opportunity for the county to reapply for five days horse racing at Portland Meadows. Said Oregon Racing Commission Executive Secretary H. S. Chapman, "State law allows the county ten days of either horse or dog racing in conjunction with the fair."

The MKC racing dates belong to the Fair as part of the deal that the fair would not rebuild it's race track. The profits these revenues created were taken for non fair-like uses.

DISPOSITION OF THE OLD SITE

On October 6, 1972, The Oregonian reported that the old Multnomah County fairground site in Gresham is for sale. The price was $1,250,000.

LOSS OF THE LAST LIVESTOCK FACILITIES AT THE FAIR

Letter, August 5, 1974, to Commissioner Mel Gordon, Chairman, from Ron Engberg, Manager, response to a letter of Commissioner Gordon's concerning the condition of the horse barns.

Engberg states it would cost $21,000 to repair the building, or $15,000 to tear it down.

"Fair and Expo Center" explanation, March, 1975, possibly part of the 1975 audit. Letter from Ron Engberg, Manager, indicating that "My point is that should we not properly maintain the roofs at this time, we are not in a position to secure the above contract **(ten-year contract with the PI for a minimum of $400,000)**, as the barns are not usable in their present condition."

As reported in The Oregonian, **February 4, 1979,** *"County to raise fair's barns, pitch tents."*

"The Multnomah County Fair and Pacific International Livestock Exposition will go under the big top this summer." County officials decided to raise the deteriorating barns at the Multnomah County Exposition Center and replace them with large tents. At that time it was stated, "We would hope that the tents would only be necessary this summer and by next year we would have new livestock facilities in place at Expo, said Mrs. Barney."

This is the end of the last remaining horse and cattle facilities at the fairgrounds. Millions of dollars were spent on the site, over half of which were Fair profits, but fair-like buildings were not constructed or repaired. The "Goose that laid the Golden Eggs" was put out to pasture. Today there is not even a sign that says "Multnomah County Fair" on the site.

OTHER ITEMS OF INTEREST

Letter, December 8, 1986, to Norm Reiter from Tor Lysbaug, Chairman, Expo Advisory Committee. This letter contains a copy of the ordinance for the creation of the advisory committee indicating that the committee should propose policy plans and budget for the expo center and the fair for adoption by the board.

September 14, 1988, Multnomah County Fair Task Force Final Report. This is to determine the best fair dates, recommend enhancements to the fair and study staging a fair that accommodated both 4-H and open class livestock along with a PI junior livestock show. The task force answered the three questions that they were asked to answer, but also volunteered another one. "This task force makes one final recommendation in encouraging the appointment of a 'fair council' by the County Commissioners. Such a council, made up of a group of interested and active citizens, could add fair management in the development of enhanced programming and promotion to insure the fair stands by its mission and goals.

3/15/93 - letter to the County Board of Commissioners from Larry Kressel, County Counsel, questioning the language of the present deed to the site of the fair and whether or not

revenue from the property was restricted to the use of the fair. the county counsel pointed out, concerning the county fair property originally in Gresham, that, "The Multnomah County Fair Association deeded that property to Multnomah County in 1929. The deed to that site contained no restriction." It also asked if the county had a policy requiring fair revenue to be paid into a capital improvement fund. The answer was no, and referred to an August, 1985, Board of Commissioners adopted resolution. It also indicated that, "There is no dedication of funds for the benefit of the fair."

Various parties have come forward to say that the county does not own the fairgrounds, but it seems evident that the county legally does own the fairgrounds, and that, as a matter of fact, according to state statute all fairgrounds are owned by the counties themselves. In fact, ORS 565.230(1) provides, "The [fair] board has the exclusive management of the ground and all other property owned, leased, used or controlled by the county and devoted to the use of the county fair, and is entrusted and charged with the entire business management and financial and other affairs of such fair." Herein seems to lie the core of the issue.

The county governments have been given the stewardship of the fairs. This stewardship obligation would seem to imply that the Board not give away the Fairgrounds or other assets.

Virtually all counties have fairgrounds as this county has had. Multnomah County government at this time maintains that the Exposition site was never intended as a fairground, although it went on to designate it as a fairground legally for other purposes later. The concern of individuals who support the active life of the fair is that it is an entity and requires its own fairground.

The Multnomah County Fair has not been protected as an entity. Certainly since its merger/consolidation with Expo in 1968 its property and funds have disappeared along with all of its profits. When the success of Expo is pointed out, there is no mention of the original investment of all of the fair's assets and its ongoing profit-making ability to shore up Expo year after year.

August 9, 1993 - County Commissioner's Minutes Index to Fair, PI and Expo, 1967-1982.

August 9, 1993 - Index to Fair and Expo dated February 1954-September 1969.

8/12/93 - Summary of a history meeting between Betsy Williams and members of the Multnomah County Fair Task Force. The first part of the presentation by Jack Adams indicated

the fair started in Multnomah County in Gresham, and that it was a grange fair until 1912. After that it changed to the Multnomah County Fair which had its own association. The fair association bought property to expand the fair but had financial problems, and the county participated in helping them financially. Title is transferred in 1929. Although the fair association continued to run the fair, stock was sold to ordinary citizens as shareholders of the fair. In the late 1950s, the management of the fair was accused of various things. In 1960, the county commissioners took over the fair. One of the problems was insurance. The county could get it under its own liability policy. Carnival liability had skyrocketed in the US at that time.

Frank Knapp, another task force member, understood that the grange had leased back the property and ran the fair until 1960. On July 9, 1970, the county approved a traffic ordinance that specifically identified the entire Expo grounds with a legal description as owned by the Multnomah County Fair.

Betsy Williams indicated that in general what had been discussed seemed correct, although the fairgrounds came to the county because of tax delinquency.

In 1954, the county started looking for alternate sites for its fairgrounds. In the 1960s, the Pacific International Livestock Exhibition had problems and a deal was cut with the Pacific International Livestock Exposition, the county and the state. The property was deeded to the county in 1965 with no encumbrances. Shortly thereafter, the county fair was moved to this site. Betsy pointed out the December 1974 resolution concerning a policy governing the use of the Multnomah County Exposition Center as evidence that the county could legally charge the fair rent and cost for support and maintenance and indicated that this became the policy for the future.

Conflict began to develop in 1979 when the PI had to rent tents to house its exposition animals. The facility's barns had deteriorated and had been pulled down in the late 1970s. No new barns had been built. The county agreed to construct two new barns, however, only one was built because costs were underestimated.

A 1983 Expo Center audit faulted the Exposition Center management for failing to enforce its lease with the PI who at that time was two years behind in its rent. The PI was not paying because they felt their barns had not been built. In 1985, the Pacific International went to the state legisature again. At that time an Attorney General's opinion was rendered, and although the county did disagree with part of the opinion, the part indicating that the fair fund should go to the fair, it agreed with most of the bill. The county testified against the bill, HB241, contending the nature of this particular facility was different than most county fairs.

In 1989, there was an understanding reached between certain individuals that if the legislature would exclude Multnomah County with language granting special rights to those counties above 400,000 in population, that the county would create a fair fund and dedicate racing revenues, paramutuals [Multnomah Kennel Club] and other fair revenues to the fair fund.

Expo stayed in the general fund until 1992 when a recreation fund was established, including Expo and the parks. In 1990, the Pacific International and Multnomah County buried the hatchet. they lowered rent for a period of time.

Since 1985, fair funds reside in a special fair fund category and since then indirect costs have been charged against the fair, and the fair has been charged rent.

"Lance" reconstructed the fair fund since 1985, and a financial history was submitted.

Betsy Williams at this time asked the task force to do the following: (1) Let the Board of County Commissioners know what the mission is; what support exists and where the money is coming from; (2) She encouraged the task force to speak to the goals of the county; (3) She encouraged the task force to reinforce the positive things that are possible; and (4) To consider the future of the fair and the economic realities of today, i.e., the public wants the government to be more efficient and the public wants less taxes. Determine how much the fair should be dependent upon government in this climate, and strongly consider the partnerships, sponsorships and volunteerism that would insure that the fair is not a financial burden to the citizens of Multnomah County.

8/12/93 - Multnomah County Fair Financial History, 1985-86 through 1993-94. This is a summary presented by Betsy Williams and prepared by Lance.

Although the task force requested to be participants in the preparation and research of this document, it was not allowed to participate.

Consequently, another document dated **8/22/93 titled, a Review of the "Multnomah County Fair, Financial History, 1985-86 through 1993-94."** This document was a draft review of the financial history presented 8/12/93. It is a draft until further materials requested from Multnomah County are received by the task force. In its 8/22 draft form it presents questions that can be fairly presented at that time only.

7/23/93 from Economics Research Associates titled, Table K, Historical Capital Improvements Programs. This indicates that capital improvements made at the fairgrounds from

1980 through 1994 projected no fair-like improvements are noted, only Expo facilities maintenance and improvement. No mention is made of the Multnomah County Fair in any of the improvements.

Inventory of Records Available at the Multnomah County Fair and Exposition Center dated August 12, 1993, is a list of all items that might be of interest to anyone connected to the Multnomah Cuonty Fair or Exposition Center and an opportunity to see what is available.

August 12, 1993 from Jack Adams, a citizen expressing his viewpoint of the transfer of the Expo Center to Metro.

SUMMARY FROM THE PAST

In 1975, The then "Multnomah County Fair and Exposition Center" manager, Ron Ingberg wrote the following:

"In 1965, Multnomah County took over ownership of the former P.I. Building and property. The County Fair continued to be held at the Gresham fairgrounds through the 1969 Fair. The 1970 Fair was the first held here at the Expo Center."

"All Capital and improvements to the Expo Center came from the Fair Development Fund. The Fund was derived form past Fair profits and the sale of Gresham, $400,000. In 1970 the Fair development Fund was abolished and the $565,000 transfered to the General Fund. Since 1970, all Capital improvements to the site or facility have come out of the budget or year's revenue. In the Fiscal Years 1971 through 1974, this operation contributed $785,179 to the General Fund. This is a net amount above operating and Capital expenditures."

Mr. Inberg was appointed manager in the summer of 1971, he served as assistant manager for 4 years prior to that. Few people were in a position to understand what the facts were at the time, as Mr. Inberg.

Possibly it is time to grant that the Multnomah County Fair and Exopsition Center (the orginal name of the fairgrounds) is part fairgrounds and part Exposition Center. A merger in 1966 now must be undone so that Metro may take over management and ownership.

To do that equitably is the challange.

MISSCELLANEOUS QUOTES AND TIDBITS

"In essence, we concluded the fair should reflect the more urban development which characterizes our county. The fair should concentrate more on an industrial urban theme than heretofore."

Robert Baldwin, 1/4/61
Head Multnomah County Planner
Commenting on two comprehensive studies of the fair made as early as 1954.

"It is difficult to conceive of anything being a more characteristic and persistent nature in the social or natural life of habits of the people of our counties than the county fair, which has its roots deep in the history of our country."

Robert Thornton, 10/23/57
Oregon Attorney General
Ruling on the taking of land for county fairs.

Ruling in 1976, Attorney General of Oregon opinion that the fair board never loses control of property used for the fair.

Ruling by the Oregon Attorney General, 1985, "All proceeds from the fair shall be deposited in the fair fund."

County Attorney opinion sometime shortly after 1985, "The county claims that since there is no commitment for a fair venue on the deed, the county can use the land as they deem." (This is totally paraphrased information from Jack Adams.)

Somewhere around 1965, the PI agreed to turn over the title of its property for $250,000 and agreed to maintain it in an operating condition for shows. Jack Adams.

In 1970 something else was defined, according to Jack Adams.

In 1985 Multnomah County said, ? is no longer a fair grounds, according to Jack Adams.

According to Sam Philip, there has been no fair board since the move from gresham in 1966

13 acres were purchased adjoining the Expo Center in 1969 with the intent of putting a race track and horse barns and so-on on the property. The money actually went into Expo buildings and it was never developed and sits idle to this day.

Ron Engberg became fair manager December of 1972. He had

been assistant manager prior to that to Spike? Hennesey.

M E M O R A N D U M

METRO

DATE: October 14, 1993

TO: Metro Council
Interested Persons

FROM: Paulette Allen, Clerk of the Council

RE: SUPPLEMENTAL INFORMATION NOT PRINTED IN THE COUNCIL AGENDA PACKET RELATED TO ITEMS FOR COUNCIL CONSIDERATION

Attached are the supplemental pieces of information reduced from the agenda packet for the Council meeting October 14 to reduce the volume of that packet.

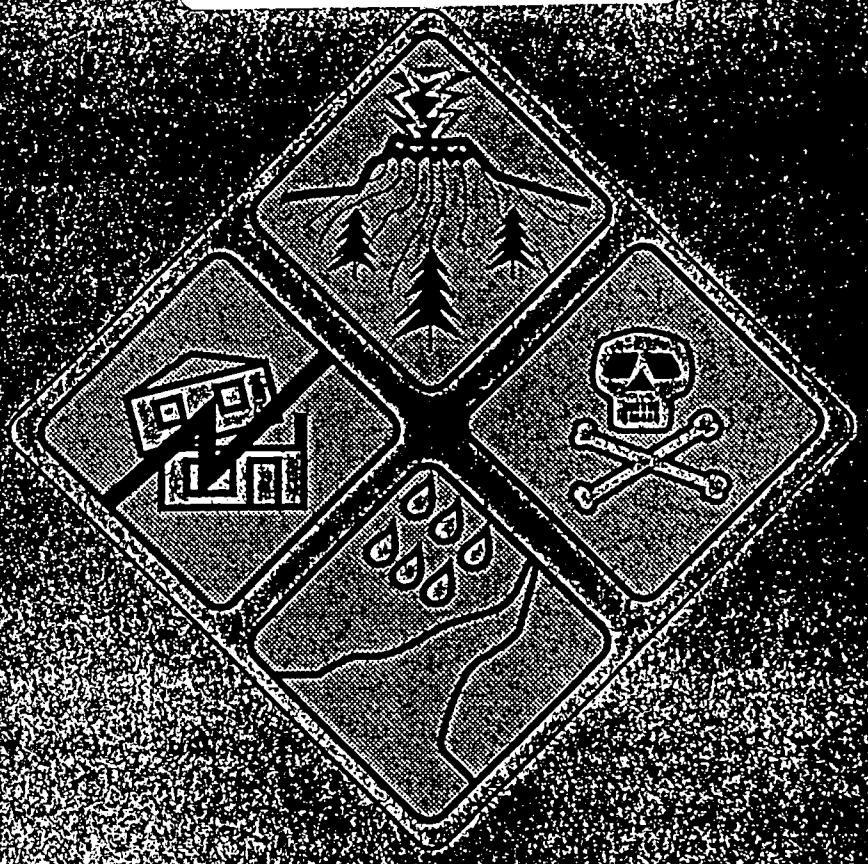
1) Agenda Item No. 9.2; Resolution No. 93-1586; Exhibit A, "Regional Emergency Management Work Plan"

2) Agenda Item No. 9.3; Resolution No. 93-1850; technical data/tables

3) Agenda Item No. 9.4; Resolution No. 93-1852; Exhibit A (four contracts)

REGIONAL EMERGENCY MANAGEMENT WORKPLAN

EXHIBIT A



Prepared by the

REGIONAL PLANNING GROUP

August 1993

ACKNOWLEDGEMENT

Regional Planning Group

Lt. Bert Kile - City of Portland, Chair

John DeFrance - Columbia County, Vice Chair

Bill Blanchard - City of Oregon City

Gordon Booth - Washington County

Margaret Dimmick - City of Gresham

Sharon Grandy - City of Beaverton/Tualatin Valley Fire and Rescue District

Robert Joy - American Red Cross

Emilie Kroen - City of Tualatin

Penny Malmquist - Multnomah County

Casey Marley - Clackamas County

Gerry Uba - Metro

Regional Planning Group Workplan Committee

Gerry Uba, Chair
Lt. Bert Kile
Emilie Kroen
Penny Malmquist
Casey Marley

EXECUTIVE SUMMARY

For several years, local emergency managers in the region encompassing Multnomah, Clackamas, Columbia and Washington Counties have met to share information concerning emergency management programs. This ad hoc group calls itself the Regional Planning Group (RPG).

As a result of the Goldschmidt Task Force and a concern over the lack of regional emergency preparedness for dealing with a regionwide emergency, the RPG has developed this Workplan to be used as a guide for regional emergency management planning.

This Workplan summarizes existing emergency management responsibilities, programs and funding in the jurisdictions. The Workplan also lists regional emergency management issues and proposes a mechanism to develop a regional emergency management program. Through an intergovernmental agreement, the various jurisdictions in the region will jointly develop a program, policies, and plan to deal with regional disasters. The regional program would include activities enhancing the development of a regional emergency services system to manage response to regionwide emergencies. Part One of the Workplan describes our various existing programs and systems. Part Two lists the regional issues, goals and implementation strategy.

The Regional Issue

The primary issue is that no comprehensive regional emergency management planning has been done and no regional emergency management/response plan exists in this region.

Proposed Regional Goals

To address the lack of regional emergency management planning and management/response plans, the following statement of regional goals has been proposed:

- Build formal machinery to facilitate regional emergency management and preparedness.
- Develop a regional emergency management system.
- Develop a regional emergency management plan.
- Encourage jurisdictions and agencies in the region to participate in the planning process.

Proposed Workplan Tasks

To achieve these goals the following tasks should be accomplished in the order listed:

- Recognition of this Workplan as a guide for initiating regional emergency management planning.
- Adoption of the Intergovernmental Agreement to establish the Regional Emergency Management Group (REMG).
- Identify the members of and form the REMG Policy Advisory Committee.
- Identify the members of and form the REMG Technical Committee.

- Hold the initial REMG meeting to organize and schedule future meetings.
- The REMG Technical Committee will prepare an initial annual workplan for approval by the Policy Advisory Committee.

TABLE OF CONTENTS

Part One: Background

Part Two: Initial Workplan

Part One: Background

INTRODUCTION

The purpose of the workplan is to determine the emergency management issues and needs of this region and propose methods of coordinating, improving and maintaining the emergency services system in the region.

Part one of the workplan describes existing emergency management responsibilities, programs and funding at various levels of government in the region.

Part two articulates the issues, needs, and projects necessary for effective and efficient regional emergency management coordination.

The status of emergency management and a detailed analysis of regional emergency management elements which need to be planned for and coordinated at the regional level are presented in Appendixes A and B respectively.

I. THE REGIONAL PLANNING GROUP

The Regional Planning Group (RPG) is made up of representatives of legislatively established emergency management programs in Clackamas, Columbia, Multnomah and Washington Counties, the cities within those counties, Metro, Tualatin Valley Fire and Rescue, and the Oregon Trail Chapter of the American Red Cross. The full list of members is in Appendix B.

Members of the RPG have worked together on an informal basis for several years dealing primarily with local emergency program issues such as: a) Regional Contacts Information; b) Emergency Management Resource System; c) Earthquake Preparedness Month activities; and d) Winter Storm Preparedness.

Increased recognition of seismic hazards risk has brought to the forefront the need to address formally the common issues faced in a regional disaster. RPG hopes to use earthquake planning as a focal point for its regional disaster planning activities. Most of the activities associated with earthquake planning (mitigation, preparedness, response and recovery) are similar to those for other natural disasters such as flooding, and major storms. For example, an earthquake mitigation policy addressing land use planning or building codes patterning to landslide hazards could be applied to flood or earthquake.

II. ELEMENTS OF EMERGENCY MANAGEMENT PROGRAMS

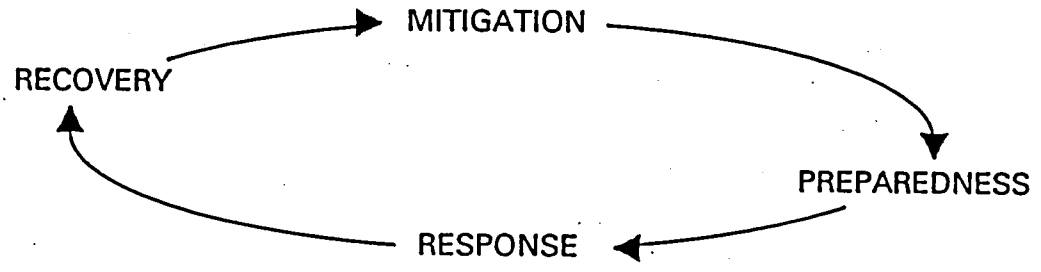
Emergency management programs are based on the strategy of developing integrated emergency management systems (IEMS) to include all hazards, all phases, all disciplines, and all jurisdictions that may be involved in a major emergency. This strategy is based on proven concepts and was developed by the Federal Emergency Management Agency (FEMA) and endorsed by the President and Congress. Basically, the concept emphasizes:

- All hazards which may face a community should be addressed. That is, the consequences of a disaster must be considered regardless of the hazard that caused the problems. A majority of the emergency services functions will apply in most emergencies (law enforcement, fire, medical, evacuation, mass care, public works, communications, etc.).

- All phases applies to all the aspects of emergency management dealing with the four phases of an emergency described below. It is important to note that each of the four phases (see Figure 1) is integral to the others. For example, preparedness must continue after response to incorporate lessons learned; recovery must include mitigation activities to attempt to prevent the emergency from recurring, etc.

FIGURE 1

Phases of Emergency Management



Mitigation includes all those proactive measures that may be taken to prevent an emergency or limit the problems resulting from one. Some examples of mitigation efforts include land use planning, building codes, flood plain management, fire safety, etc.

Preparedness includes all steps involved in being ready to respond and accomplish emergency functions in an effective manner should an emergency occur. Examples of preparedness activities include the adoption of an incident management system, training of personnel, developing and maintaining community plans, identifying and locating needed resources, conducting disaster exercises, etc.

Response includes all those actions which must be taken to protect life and property when a disaster is imminent or occurs. Such action may include public warning, evacuation, search and rescue, mass care, maintaining order, fire suppression, etc.

Recovery includes those activities of both a short-term and long-term nature which involve returning the community to its pre-disaster conditions. Examples of both short- and long-term recovery activities include restoring water and electricity, clearing roads, demolishing damaged structures, rebuilding roads and bridges, housing, etc. Long-term recovery activities may take several years to accomplish and, in some cases, the community may never completely recover.

- All disciplines emphasizes that no one emergency services organization has sole responsibility for a major emergency. An effective response is dependent on the different skills and expertise of a number of public and private agencies. The development of an IEMS must include all those disciplines with a role in the emergency. These disciplines include: police and fire responders, emergency managers, public works personnel, medical professionals, shelter managers, communications technicians, public officials, etc.

- All jurisdictions identifies that, while jurisdictional boundaries exist, they seldom are honored by a disaster. It is critical that emergency management programs take into account the multi-jurisdictional nature of some emergencies. In that way, emergency services providers will not be competing for limited resources and available resources will be committed to the greatest benefit of the whole stricken area instead of on a "first come-first served" basis.

III. AUTHORITIES

Several public organizations are involved in emergency management at different capacities in this region. For example, through Oregon emergency management law (ORS Chapter 401) the State and counties are required to establish an emergency management agency while cities may establish such programs if they wish. Through the Metro Charter (Chapter 2, Section 6), Metro is authorized to address metropolitan aspects of natural disaster planning and response coordination. Through a Federal Act (36 USC 1905) the American Red Cross is authorized to meet the emergency needs of disaster victims. By the nature of their charters, fire and emergency medical services (EMS) districts are also involved in disaster planning.

A. Responsibilities of the Federal Government

As outlined in the Robert T. Stafford Disaster Relief & Emergency Assistance Act (P.L. 93-288 and amended by P.L. 100-707), it is the intent of Congress to provide an orderly and continuing means of assistance by the federal government to state and local governments in carrying out their responsibilities to alleviate suffering and damage from disasters by:

- revising and broadening the scope of existing disaster relief programs;
- encouraging the development of comprehensive disaster preparedness and assistance plans, programs, capabilities and organizations by the states and by local governments;
- achieving greater coordination and responsiveness of disaster preparedness and relief programs;
- encouraging individuals, states and local governments to protect themselves by obtaining insurance coverage to supplement or replace governmental assistance; and
- encouraging hazard mitigation measures to reduce losses from disasters, including development of land use and construction regulations; and
- providing Federal assistance programs for both public and private losses sustained in disasters.

B. Responsibilities of the Governor

The Governor is responsible for the emergency services system within the State of Oregon. The executive officer, or governing body of each county or city of this state is responsible for

the emergency services system within that jurisdiction. In carrying out their responsibilities for emergency services systems, the Governor and the executive officers or governing bodies of the counties or cities may delegate any administrative or operative authority vested in them by ORS Chapter 401.

The Governor is authorized by state law to declare a state of emergency by proclamation at the request of a county governing body or after determining that an emergency has occurred or is imminent. The state law also authorizes the Governor to exercise all police powers vested in the State by the Oregon Constitution. The Governor may direct state agencies to utilize and employ state personnel, equipment and facilities for the performance of any activities designed to prevent or alleviate actual or threatened damage due to the emergency. The law also authorizes the Governor to direct the agencies to provide supplemental services and equipment to local governments to restore any services in order to provide for the health and safety of the citizens of the affected area.

Further, the law authorizes the Governor to issue, amend and enforce rules and orders to: 1) control, restrict and regulate by rationing, freezing, use of quotas, prohibitions on shipments, price fixing, allocation or other means, the use, sale or distribution of food, feed, fuel, clothing and other commodities, materials, goods and services; 2) prescribe and direct activities in connection with use, conservation, salvage and prevention of waste of materials, services and facilities, including but not limited to, production, transportation, power and communication facilities training, and supply of labor, utilization of industrial plants, health and medical care, nutrition, housing, rehabilitation, education, welfare, child care, recreation, consumer protection and other essential civil needs; and 3) take any other action that may be necessary for the management of resources following an emergency.

C. Responsibilities of Local Governments

State law requires each county to establish an emergency management agency which shall be directly responsible for the organization, administration and operation of such agency, subject to the direction and control of the county. Cities may establish an emergency management agency which shall also be directly responsible for the organization, administration and operation of such agency, subject to the direction and control of the city. Each emergency management agency shall perform emergency program management functions within the territorial limits of the county or city and may perform such functions outside the territorial limits as required under any mutual aid agreement or as authorized by the county or city.

County governing bodies may request (through the Emergency Management Division of the Oregon State Police) the Governor to declare an emergency. Cities must submit such requests through the governing body of the county in which the majority of the city's property is located. Requests from counties shall be in writing and include: 1) the geographical area that will be covered by the proclamation; 2) a certification signed by the county governing body that all local resources have been expended; and 3) a preliminary assessment of property damage or loss, injuries and deaths.

In Oregon, special districts such as fire and EMS are considered local governments. Some of these districts, by virtue of their charters, have established programs to plan for disaster. Special districts perform those emergency management functions necessary to maintain its service in all phases within the territorial limits of the districts and may perform such

functions outside the territorial limits. State law does not provide for special districts to submit requests for disaster declarations.

D. Responsibilities of Metro

The Metro Charter, effective January 1, 1993, authorizes Metro to exercise several regional planning functions including "metropolitan aspects of natural disaster planning and response coordination." Current Metro involvement in natural disaster planning is limited to collection and dissemination of seismic risks information and interacting with federal, state and local governments, businesses, utilities and special interests in developing a regional earthquake program. Metro's budget for fiscal year 1993\94 created a position that will be responsible for developing emergency response plan for its facilities in the region and to support cooperative efforts to address common policy issues faced in region disasters.

E. Responsibilities of the American Red Cross

The American Red Cross is charged by Congressional Mandate (36 USC 1905) to provide relief and recovery services within the United States. This responsibility has been reaffirmed by the Disaster Relief Act of 1974 (P.L. 93-288).

As a humanitarian organization led by volunteers, the American Red Cross provides relief to victims of disasters and helps people prevent, prepare for and respond to emergencies. It does this through services that are consistent with its Congressional Charter and the principles of the International Red Cross.

IV. EXISTING PROGRAMS

A. Federal Programs

In 1988, Public Law 93-288 was amended by Public Law 100-707 and retitled the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The Stafford Act provides the authority for the Federal Government to respond to disasters and emergencies in order to provide assistance to save lives and protect public health, safety and property.

The Federal Response Plan is designed to address the consequences of any disaster or emergency situation in which there is a need for federal assistance under the authorities of the Stafford Act. It is applicable to natural disasters such as earthquakes, hurricanes, typhoons, tornados and volcanic eruptions; technological emergencies involving radiological or hazardous materials releases; and other incidents requiring federal assistance under the Act.

Historically, the federal government has been seen as a provider of recovery assistance, including temporary housing, loans and grants to individuals, business loans, and grants to local and state government. In recent years, major disasters have shown the need for resources not available at the local and state level to respond to the immediate impact of a disaster. Thus, the Federal Response Plan has been developed with federal agencies tasked to take the lead in providing assistance under the following Emergency Support Functions: transportation, communications, public works and engineering, fire fighting, information and planning, mass care, resource support, health and medical services, urban search and rescue, hazardous materials, food and energy.

Few resources have been committed to federal agencies to conduct the planning required under the Federal Response Plan. Most agencies have assumed the function as a collateral duty. Both federal response planning and disaster response and recovery activities are coordinated through the Federal Emergency Management Agency (FEMA).

At the time a disaster strikes, and with a governor's request for assistance, the President may declare a Presidential Emergency and will assign a Federal Coordinating Officer to work with local and state officials. Funding for disaster response and recovery activities is authorized under a separate appropriation by Congress following a specific disaster.

B. State Programs

Oregon Emergency Management Division (OEM) is the agency responsible for: 1) coordinating the state emergency services system and for making rules necessary to administer ORS Chapter 401; 2) coordinating the activities of all public and private organizations providing emergency services within the state; 3) for maintaining liaison and cooperating with emergency management agencies and organizations of local governments, other states and the federal government; and 4) administering grants relating to emergency program management and services.

The OEM provides emergency alert and warning and notification of state agencies. They also assist local governments in damage assessment and the emergency declaration process, assure continuity of government, provide assistance in training and exercising and administer the Emergency Management Assistance Program. In addition, OEM supports the State's sheriffs in wilderness search and rescue activities and administers the 9-1-1 program throughout the State.

Emergency Management Assistance Program objectives are to increase the operational capability for emergency management at state and local government levels, including development and maintenance of trained and experienced full-time emergency management professional personnel. In Oregon, 22 counties and three cities are currently participating in the EMA Program.

C. Local Government Programs

The local programs are responsible for the full spectrum of emergency management tasks necessary to plan with and coordinate an emergency services system. These tasks include program development, fiscal management, coordination with nongovernmental agencies and organizations, public information development, personnel training, and development and implementation of exercises to test the system.

An Emergency Services system is defined in ORS 401.025 as "...system composed of all agencies and organizations involved in the coordinated delivery of emergency services." Within the emergency services system, the emergency services are defined as "...local government agencies with emergency operational responsibilities to prepare for and carry out any activity to prevent, minimize, respond to or recover from an emergency. These activities include: coordination, preplanning, training, interagency liaison, fire fighting, oil or hazardous materials spill response, law enforcement, medical, health and sanitation services, engineering and public works, search and rescue activities, warning and public information, damage

assessment, administration and fiscal management. The other component of the system is the administrative framework necessary to ensure the mission of coordinated delivery of emergency services is realized. This framework includes appropriate staffing and funding for emergency management programs. It is this second component which is addressed in this plan.

Those jurisdictions participating in the state's Emergency Management Assistance program are required, according to Oregon Administrative Rules, to develop and submit an annual Comprehensive Cooperative Agreement (workplan), review the jurisdiction's Emergency Operations Plan for consistency with Federal Civil Preparedness Guide (CPG 1-8), conduct emergency operating plan exercises, and attend a minimum of 20 hours of training a year.

Local emergency management programs vary throughout the region by personnel size and placement in county and city structure. Emergency management programs established within cities and counties may be responsible directly to the governing body or may be assigned within another emergency services organization (i.e., fire department or sheriff's office). Depending on that assignment, emergency program managers may have additional responsibilities than those stated above within the parent organization. Like other local governments, programs provided by special district vary in size and complexity.

D. Metro Programs

Recently, Metro started working with the State Department of Geology and Mineral Industries (DOGAMI) to initiate a regional earthquake planning effort with focus on mitigation. Current projects of Metro's earthquake planning program include: 1) developing a seismic hazard database for the Portland quadrangle utilizing Metro's Regional Land Information System (RLIS); 2) establishing a model for regional assessment of damage and loss resulting from an earthquake; 3) disseminating seismic risk and damage and loss information to emergency service planners, land use planners, policy makers, businesses, risk managers, and citizens; and 4) providing a forum (workshop) for everyone to participate in the discussion of earthquake hazards mitigation approaches. Metro's staff has proposed to develop a model zoning regulation and building design guidelines that would: a) correlate geologic and relative earthquake hazards data with land use ordinances; and b) correlate geologic and relative earthquake hazards data with structures and occupancy.

In the 1993\94 fiscal year Metro will be developing an emergency response plan for its facilities in the region and to support some of the efforts of the REMG.

E. American Red Cross Program

The Oregon Trail Chapter of the American Red Cross includes Clackamas, Columbia, Multnomah, Washington and Yamhill Counties. The Chapter has further responsibilities within the state of Oregon, as a State Coordinating Chapter, for ensuring consistent Red Cross response to disaster within Oregon.

The American Red Cross maintains its capability to take immediate action to provide emergency assistance to any number of people affected by, and emergency workers involved in disaster or the threat of disaster. Assistance provided includes: 1) emergency shelter; 2) food; 3) clothes; 4) medicine; 5) verification of the health and welfare of relatives living in

a disaster area; 6) recovery assistance for individuals and families affected by disaster; and 7) preparedness programs that encourage families to prevent, prepare for and cope with disasters. All Red Cross Assistance is an outright grant.

V. PROGRAM FUNDING

A. Federal Program Funding

FEMA receives it's on-going funding from a variety of sources, including the Department of Defense, and other Federal programs such as National Earthquake Hazards Reduction, Radiological Emergency Preparedness, Chemical Stockpile Emergency Preparedness, etc.).

Federal funding for state and local emergency management programs comes primarily from the EMA program. Under this program, participating state and local governments may be reimbursed for up to 50 percent of the cost of maintaining an emergency management program (actual reimbursement is most often less than 30 percent). There are a number of other federal agencies/programs which may make grants to individual state and local governments for specific contingencies or emergency functions.

B. State Program Funding

OEM program funding primarily comes from FEMA. The only state general fund monies that OEM receives are matching funds for the FEMA Emergency Management Assistance Program (EMA). The state may keep one-third of the total amount received through the EMA program and must match that fund with state general fund monies.

C. Local Government Program Funding

The majority of funding for local programs is provided by local government. All county and some city programs in the region are minimally funded by FEMA through the EMA Program, but some city programs receive no outside funding. EMA funding allocated usually amounts to less than 30 percent of a program's budget for 100 percent of the program activity. Some programs receive additional funds from state and federal agencies based on special hazards or projects. Special districts receive no outside emergency management assistance funding.

D. Metro Program Funding

Currently, seismic hazards mapping and public education programs are partly funded by Metro and FEMA. Metro and the Oregon Department of Geology and Mineral Industries will receive additional money from FEMA in 1993 for collecting earthquake hazards data in other quadrangles in the metropolitan area and extending the damage and loss assessment throughout the Portland quadrangle.

E. American Red Cross Program Funding

The local programs of the American Red Cross are funded through Membership Campaigns, Annual Giving Program, Alumni, Leadership Society, Bequests, Remembrances, Special Events and United Way.

Part Two: Initial Workplan

VI. THE REGIONAL ISSUE

The primary regional emergency preparedness issue is that no comprehensive regional emergency management planning has been done and no regional emergency management/response plans exist.

Follow are the elements of the regional issue which have been identified regarding regional emergency preparedness:

1. **Regional Emergency Management Planning**

   While formal programs exist in many jurisdictions and individual agencies, an ad hoc group, the Regional Planning Group (RPG) was formed several years ago through the desires of the region's several emergency management agencies; however, no formal organization exists which can provide policy decision-making at the regional level.

2. **Legal Authority**

   Legal authorities for emergency planning and/or response exist at the city, county, regional, special districts and state levels of government. These authorities are vaguely worded and the relationships among the jurisdictions are poorly defined.

3. **Regional Planning Elements**

   The Regional Planning Group (RPG) has defined many of the elements of an emergency preparedness program. (The summation of these elements is included in Appendix B.) However, the RPG has not been able to identify which of these "elements" apply to a regional emergency management plan and regional emergency response plan.

4. **Compatibility and Consistency**

   All counties, some cities and one special district have formal emergency management programs and have developed emergency response plans. Jurisdiction plans follow a variety of planning formats. It is unknown if the existing emergency management plans of cities, counties, special districts, METRO, the American Red Cross, and the state and other organizations are compatible and consistent with each other for effective coordination of regional response to regional emergencies.

VII. PROPOSED WORKPLAN TASKS

To deal with the Regional Issue and begin to implement the Proposed Regional Goals, the following tasks are proposed to be should be accomplished in the order listed:

1. **Adoption of the Intergovernmental Agreement to establish the Regional Emergency Management Group (REMG).**

   The intent of the agreement is to bring together public officials and emergency management officials in Clackamas, Columbia, Multnomah and Washington counties, the cities and special districts within those counties, Metro and the Oregon Trail Chapter of the American Red Cross to deal with regional emergency management issues.

2. **Identify the members of the Regional Emergency Management Policy Advisory Committee (REMPAC).**

   The REMPAC will be composed of a single representative from each jurisdiction which signs the Intergovernmental Agreement. Jurisdictions will need to identify their representative in preparation for the initial REMPAC meeting.

3. **Identify the members of the Regional Emergency Management Technical Committee (REMTEC).**

   Once the IGA is adopted, the REMTEC shall be formed with one person appointed by each signatory jurisdiction and the Red Cross as members.

4. **Hold the initial REMG meeting to organize and schedule future meetings.**

   The REMG is made up of REMPAC and REMTEC. The initial meeting of the Regional Emergency Management Group (REMG) will be made up of REMPAC and REMTEC. As a minimum, the officers of the Policy Advisory Committee will establish future meeting dates, and the review the proposed regional goals. At this meeting, or at a separate meeting, the officers of the two committees will be selected and their future meeting dates established.

5. **The REMTEC will meet and prepare proposed annual 1994-95 Workplan for review by the REMPAC at their next scheduled meeting.**

   As soon as possible after the initial REMG meeting, the Technical Committee will meet to prepare a proposed 1994-95 Workplan. This Workplan will, at a minimum, contain one or more projects intended to begin development of a regional emergency preparedness system and a regional emergency response plan. The Workplan may call for policy development and/or regional emergency management and response projects.

6. **The REMPAC will meet and review the proposed 1994-95 annual Workplan and considers the proposed Regional Goals (see Appendix A) for recommending adoption by member jurisdictions.**

   REMPAC will meet following completion of the proposed 1994-95 annual Workplan by REMTEC, and review the proposed 1994-95 annual Workplan including the proposed regional goals for recommending to signatory jurisdictions for adoption.

APPENDIX A

PROPOSED REGIONAL GOALS

Assuming that we want to develop and be able to implement a regional emergency management/response plan for responding to a "regional" disaster, the following statement of regional goals has been proposed:

1. **Build a formal, regional machinery that will facilitate REGIONAL EMERGENCY MANAGEMENT and PREPAREDNESS.**

   To accomplish this goal, an intergovernmental agreement (IGA) to authorize regional emergency management planning has been drafted and will be presented to jurisdictions along with this workplan.

2. **Develop a REGIONAL EMERGENCY MANAGEMENT SYSTEM.**

   To accomplish this goal, the elements of a regional emergency management system have been identified (see Appendix C). Those elements appropriate to a regional emergency management system will be selected for regional development and scheduled into yearly work plans.

3. **As part of the regional emergency management system, develop a REGIONAL EMERGENCY RESPONSE PLAN which addresses regional disaster response issues.**

   To accomplish this goal, a technical committee (created through the IGA) will develop a response plan which will focus on the cooperation, coordination and decision-making structures needed for regional response to a region-wide disaster.

4. **Encourage jurisdictions to become a party to the intergovernmental agreement, and encourage jurisdictions and agencies to participate in the planning process.**

   To accomplish this goal, the emergency management agency of each jurisdiction who is a party to the IGA will encourage jurisdictions and agencies within their geographic area to participate in the IGA and in the planning process.

APPENDIX B

STATUS OF EMERGENCY MANAGEMENT IN THE REGION

ORGANIZATION	ORDINANCE	DESIGNATED DIRECTOR/MANAGER	DAY TO DAY EMERGENCY MANAGEMENT CONTACT	CURRENT REMG MEMBER
Multnomah County	Yes	Emergency Manager	Emergency Manager	Yes
Portland	Yes	Fire Chief	Emergency Coordinator	Yes
Gresham	Yes	Fire Chief	Emergency Coordinator	Yes
Troutdale	Yes	Multnomah County Emergency Manager	Multnomah County Emergency Manager	No
Fairview	Yes	Multnomah County Emergency Manager	Multnomah County Emergency Manager	No
Wood Village	Yes	Multnomah County Emergency Manager	Multnomah County Emergency Manager	No
Clackamas County	Yes	Sheriff	Emergency Coordinator	Yes
Barlow	No	-		No
Canby	Yes	Police Chief	Police Chief	No
Estacada	No	City Manager	City Manager	No
Gladstone	Yes	Police	Police Chief	No
Happy Valley	No	-	-	No
Johnson City	No	-	-	No
Lake Oswego	Yes	Fire Chief	Fire Marshall	No
Milwaukie	?	Fire Chief	Fire Chief	No
Molalla	No	Police Chief	Police Chief	No
Oregon City	Yes	Police Chief	Police Officer	Yes
Rivergrove	Yes	Councilor	Councillor	No
Sandy	No	City Manager	Police Chief	No
West Linn	Yes	Fire Chief	Fire Chief	No
Wilsonville	No	Planning Director	Planning Director	No
Washington County	Yes	Emergency Program Mgr.	Emergency Coordinator	Yes
Banks	No	Fire Chief	Fire Chief	No
Beaverton	Yes	Emergency Manager	Emergency Manager	Yes
Cornelius	No	Fire Chief	Fire Chief	No
Durham	No	City Administrator	City Administrator	No
Forest Grove	Yes	Fire Chief	Fire Chief	No
Gaston	No	Fire Chief	Fire Chief	No
Hillsboro	Yes	Fire Chief	Fire Chief	No
King City	No	Police Chief	Police Chief	No
North Plains	No	Public Works Supdnt.	Public Works Supdnt.	No
Sherwood	No	Police Chief	Police Chief	No
Tigard	Yes	Police Chief	Administrative Lt.	No

ORGANIZATION	ORDINANCE	DESIGNATED DIRECTOR/MANAGER	DAY TO DAY EMERGENCY MANAGEMENT CONTACT	CURRENT REMG MEMBER
Tualatin	Yes	Public Works Director	Public Works Director	Yes
Columbia County	Yes	Emergency Manager	Emergency Manager	Yes
Clatskanie	No	-	-	No
Columbia City	No	-	-	No
Prescott	No	-	-	No
Rainier	No	-	-	No
St. Helens	No	-	-	No
Scappoose	No	-	-	No
Vernonia	No	-	-	No
OTHER ORGANIZATIONS				
Metro	Yes	Planning Director	Emergency Coordinator	Yes
American Red Cross	Yes	Emergency Services Director	Emergency Services Director	Yes
Tualatin Valley Fire and Rescue	Yes	Emergency Manager	Emergency Manager	Yes

KEY: - means Unknown/Not Available

APPENDIX C

POTENTIAL REGIONAL PREPAREDNESS PROGRAM ELEMENTS

The purpose of this appendix is to identify potential emergency preparedness elements and related issues which need to be planned for and coordinated at the regional level in order to improve current multi-jurisdictional planning for and response to regional disasters.

The criteria established to identify regional emergency management issues are:

- the issue must cover more than one county;
- the issue must not already be more effectively addressed by the local governments; and
- the issue must be one which may be more efficiently or effectively addressed at the regional level.

Not all elements found in local plans will have a corresponding plan at the regional level. Only those elements which require a regional approach will be included in the Regional Plan.

1. Administration

   Program Description/Regional Issues: A program to establish and administer a regional organization to assure the coordination of regional emergency management activities. This includes outlining the roles and responsibilities of the REMG and the REMPAC and formalizing working relationships among members of jurisdictions, defining the relationship of REMG and REMPAC with other established regional groups.

   Current Status: From time to time representatives from local jurisdictions have come together in an organized fashion to address specific problems and perform specific tasks. Examples include the 1992 Washington County Earthquake Task Force and the Regional Incident Command System (ICS) Steering Committee. While such examples involve regional emergency related planning, and often the same personal, these are initiatives independent of overall regional coordination.

   Goal Statement: Provide structure to and recognition of the REMG, and also create a Policy Advisory Committee to which recommendations for regional emergency management policy will be presented. The goal also is to facilitate groups of other emergency service providers in order to resolve emergency response and recovery issues which could impact the emergency management system in a regional emergency.

2. Alert and Warning

   Program Description/Regional Issues: A common method of providing emergency information and protective action recommendations to public officials, first responders and

the public. This may include use of various emergency communications systems, commercial radio and television stations, and printed materials.

Current Status: Each jurisdiction maintains its individual alert and warning procedures for notification of public officials and resource providers. No outdoor warning systems exist in this region, except for the Trojan Warning System in Columbia County. The Clackamas/Multnomah County Emergency Broadcast System Plan (soon to include Washington and Clark Counties) has been developed to coordinate the use of the media to provide emergency information to the public. All counties are equipped to receive warnings from higher authority by use of the National Warning System (NAWAS).

Goal Statement: Create a coordinated regional Emergency Broadcasting System (EBS) and develop a structured process to provide definitions and criteria which will establish when a "regional" emergency exists, provide notification of appropriate jurisdictions so the regional emergency can be managed, and manage the regional media to provide public alert, warning and instructions.

3. Communications

Program Description/Regional Issues: A system to assure communications (by voice or other method) among emergency service agencies to coordinate emergency response and recovery activities. This may include a variety of emergency communications systems, dispatch centers and emergency service agencies.

Current Status: Common communications systems (including both hardware and frequencies) among regional emergency services providers and local/regional/state emergency management agencies are very limited or nonexistent. Washington County is currently changing to an 800 mhz system with Multnomah County soon to follow. Funding for such a system in Clackamas County is currently not available. A thorough analysis of emergency communications needs and capabilities has not be conducted.

Goal Statement: Design, fund and implement a regional emergency communications system which will enable coordination during emergencies affecting the entire region.

4. Damage Assessment

Program Description/Regional Issues: A system to a) conduct safety inspections for habitability of buildings, homes, etc.; b) estimate financial loss for damage to real property; and c) analyze the economic impact of a disaster.

Current Status: The State Recovery Guide that is being developed by OEM will contain standardized damage assessment procedures that local governments can use. Metro is developing a comprehensive damage and loss assessment database and models for buildings, critical facilities, and lifeline systems for the Portland 7½-Minute Quadrangle. The data and model are resident in the Regional Land Information System (RLIS). The database will be expanded in the future to include the rest of the region as funding permits. Washington

County is also developing a system for initial damage assessment that estimates dollar loss as part of the process of developing a state of emergency request for State and Federal help.

Goal Statement: To develop a system for determining impact and assessing damage following a major emergency to ensure citizen safety, effective resource allocation, timely disaster declaration and the implementation of recovery operations.

5. Debris Removal

Program Description/Regional Issues: A program designed to collect, sort, temporarily store and dispose the potentially massive amount of debris which may accompany a regional disaster.

Current Status: While Metro and local governments within the urban growth boundary has developed a Regional Solid Waste Management Plan, this plan does not cover the REMG region, nor does it have provisions for contingency arrangements for disaster-related debris management.

Goal Statement: Develop a regional plan for disaster response waste management for the entire REMG region.

6. Evacuation

Program Description/Regional Issues: The process of moving people in an orderly fashion from areas threatened or impacted by an emergency. This may include identification of routing alternatives, transportation resources and temporary staging areas.

Current Status: A formal process does not currently exist except for interagency cooperation at the responder level. While this includes cooperation among local agencies currently participating in the REMG, there is no mechanism to manage a regional evacuation effort.

Goal Statement: Develop a mechanism for the development and implementation of regional evacuation guidelines.

7. Exercise

Program Description/Regional Issues: The effectiveness of emergency management plans and training are tested through emergency incident simulations. This may include multi-jurisdictional drills, functional or full scale exercises.

Current Status: There is currently no formal regional exercise program in place. While the State may encourage participation in statewide exercises, each individual jurisdiction usually participates independently of the other jurisdictions in the region. Local agencies may assist each other in design, development, delivery and evaluation of exercises, but these usually

involve response to an emergency in one or possibly two jurisdictions rather than the whole region.

Goal Statement: Develop a program to test regional emergency plan elements.

8. Incident Command Management

Program Description/Regional Issues: A standardized system to manage major incidents. This may include the coordination of inter-jurisdictional emergency response and decision making, and designation of a point of contact for state, federal and private assistance organizations.

Current Status: While National Interagency Incident Management Systems (NIIMS) incident command system (ICS) provides a standard incident management system for local jurisdictions, there is currently no system for regional incident management. Several jurisdictions within the region have adopted and implemented NIIMS, but there is no established focal point for regional policy decision-making.

Goal Statement: Establish a regional system for the allocation of scarce resources and coordinate emergency response to: a) serve as a point of contact for state and federal agencies; and b) facilitate regional decisions that may need to be addressed during and following a regional emergency or disaster.

9. Individual Assistance

Program Description/Regional Issues: A system to provide citizens with services/assistance to meet their basic needs. This may include the provision of food, shelter, water, medical care and other needed goods or services.

Current Status: Emergency managers coordinate individual assistance during emergencies through a variety of government agencies, charitable and other volunteer organizations. There is currently no mechanism in place to provide "one stop" assistance shopping and access to these public assistance programs. During the recovery process individual assistance is provided through a FEMA Disaster Application Center.

Goal Statement: Regional emergency management programs will provide individuals with basic needs in the same way, while streamlining access to such assistance regionally.

10. Judicial Issues

Program Description/Regional Issues: A process to standardize roles and responsibilities, legal mandates and authorities among various levels of governments in judicially oriented functions which may be impacted by a regional emergency. This may include the movement or release of prisoners, court closures, conduct of elections, or other judicial issues.

Current Status: No regional policies or procedures currently exist for dealing with court closures, prisoner release or transfer, cancellation of elections or other court related functions of government during a major disaster.

Goal Statement: Establish procedures for continuation of the Criminal Justice system, compliance with election laws and other judicial issues which may arise during a major disaster.

11. Legal Issues

Program Description/Regional Issues: A process to interpret, define, revise or otherwise clarify existing laws relating to emergency management. This would include the roles and relationships among the counties, cities, service districts and the regional government.

Current Status: There is currently no review underway to identify or resolve legal issues relevant to response to a regional emergency. Some mutual aid agreements exist for the use of emergency services resources, but these are not standardized nor adopted by the entire region. In addition, ORS 401 and the Metro Charter leave much open to interpretation and do not clearly specify the emergency management roles and responsibilities of cities, counties, the regional government, special districts, or the State. Current barriers exist in law at nearly all levels of government.

Goal Statement: Clarify the roles of state and local governments in a disaster to support the continued development of mutual aid cooperative assistance. Create a memorandum of understanding (MOU) for response agencies regionally.

12. Medical

Program Description/Regional Issues: A common system for the delivery of emergency medical services to victims of disaster. This may include the development of protocols for medical treatment or transportation, identification of medical resources, and use of non-licensed medical personnel.

Current Status: Emergency medical services are provided by fire agencies and public/private ambulance companies, with oversight by County Health Departments. The medical community within the region is not standardized and insufficient planning has taken place to identify and resolve regional issues relating to the provision of medical care in a region-wide emergency.

Goal Statement: Develop a Regional Disaster Medical System. The system would include protocols that would be used in all hospitals and by all ambulance services. It also would include a system for effectively utilizing known medical personnel and incorporating those that respond who are from out of the area or out of the state.

13. Mitigation

Program Description/Regional Issues: A program of activities designed to prevent the occurrence of a disaster, or to reduce the effects when a disaster occurs, or to reduce the risk of a recurrence. This may include land use planning, building codes, public education or flood plain management programs.

Current Status: Most emergency managers in the region are familiar with earthquake mitigation references and materials from various sources such as FEMA, the American Red Cross and land use associations, but there is no current regional program or focus on mitigation. The Metro emergency management program work plan includes the development of model zoning ordinance for adopting seismic safety elements into land use planning.

Goal Statement: Include seismic safety strategies in land use regulations, building codes and building engineering to reduce the loss of life and damage to property caused by catastrophic disasters.

14. Public Education (Mitigation and Preparedness)

Program Description/Regional Issues: A program to educate the public in this region regarding hazards, risks and preparedness efforts. This may include self-help information for the public or coordinating emergency plans with businesses.

Current Status: Each jurisdiction and the Oregon Trail Chapter of the American Red Cross will provide public education primarily through the distribution of brochures on disaster preparedness and prevention. Through the distribution of FEMA, ARC and other cooperatively produced brochures, the message is consistent, but not necessarily complete or disseminated in a consistent, ongoing or widespread manner. The citizens on the street do not understand his or her role or governments' roles in emergency preparedness. The Oregon Trail Chapter of the American Red Cross and local emergency management take the lead in organizing a regional effort within the region's school districts for individual, family and organizational earthquake preparedness during the month of April known as "Earthquake Preparedness Month."

Goal Statement: Develop a regional plan for effective, consistent, ongoing public education on hazards faced by this region and prevention, preparedness and response activities for citizen action. Identify and secure funding source(s) for implementation of this plan.

15. Public Information (Response and Recovery)

Program Description/Regional Issues: A system to disseminate and manage information given to the public after an emergency occurs (may or may not follow an alert or warning). This may include official details of the response, instructions for self help, or protective actions and coordination of activities with the media.

Current Status: Most jurisdictions in this region have designated Public Information Officers for response and administrative agencies that operate independently. Many have been trained in NIIMS ICS. No plans or agreements are in place for cooperative functioning in a Joint Information Center (JIC).

Goal Statement: Create a coordinated regional public information system including: b) Joint Information Center; c) common public protective action statements; and d) joint rumor control.

16. Recovery Management

Program Description/Regional Issues: A program to standardize activities to deal with recovery from a catastrophic event. This may include standardized forms, agreements with professional specialists or plans to deal with specific problems.

Current Status: The final draft of the State Recovery Guide will soon be distributed by OEM. Once the final review in completed, this guide will serve as a planning base.

Goal Statement: Identify regional recovery issues and develop a guideline which documents the agreements reached by regional players as to how those elements will operate before, during and after a disaster (while recovery is a process which takes place after the dust settles, certain associated tasks must take place before and even during the disaster response).

17. Resource Management

Program Description/Regional Issues: An integrated system for the collection of resource information and the coordination and utilization of resources. This may include public or privately owned resources, volunteer groups, or other goods or services.

Current Status: Currently management tools for the inter-jurisdictional deployment and use of resources does not exist with the exception of mutual aid agreements specific to certain disciplines or agencies. Washington County has been developing a county-wide resource management model which can be adapted to other counties. This model then can be expanded to include all resource providers in the region. Multnomah County has completed a computerized resource inventory system called EMRIS (Emergency Management Resource Inventory System).

Goal Statement: Promote and facilitate the development of the "hardware" and management "software" to implement a regional resource management system.

18. Shelters

Program Description/Regional Issues: A regional system to provide short-term safe refuge for people displaced by a disaster. This may include the identification of appropriate

facilities, recruitment and training of shelter workers, or the evaluation of the most efficient or effective shelter locations.

Current Status: The American Red Cross has an inventory of reception and care shelters, identified and surveyed through collaborative efforts between the American Red Cross and local government. The American Red Cross will set up and staff shelters to meet the short-term shelter needs of disaster victims. While many local jurisdictions have identified American Red Cross as the agency to provide reception and care shelters, some may have identified others.

Goal Statement: Develop regional self-sufficiency in shelter operations pre-positioned in key locations by: a) increasing inventory to meet the region's shelter needs; b) facilitating regional acceptance of public health and safety standards for shelter facilities, e.g., food handling requirements and inspections, fire and construction code; and c) fostering local jurisdiction cooperation and support to facilitate the training of shelter management staff.

19. Training

Program Description/Regional Issues: A regional program to provide emergency management related training to emergency responders, public officials, media, volunteers and the public. This may include such topics as Incident Command Systems, mitigation strategies or emergency preparedness.

Current Status: The Regional ICS Training Committee is performing incident command system training on a regional basis and this can be used as a model for successful integration of other training needs of REMG.

Goal Statement: Perform an assessment of training needs, resources, and courses as a basis for developing short-term and long-term regional emergency management training programs.

20. Transportation

Program Description/Regional Issues: A system for the movement of goods and people. This may include such activities as route identification, access restoration or priority repair.

Current Status: To date, little analysis has been done to determine, develop or coordinate emergency routes within their jurisdiction or between jurisdictions. Data has not previously existed to allow jurisdictions to clearly identify those areas that will be hardest hit in an earthquake. Some emergency transportation planning has been conducted to deal with winter weather transportation problems, but not for a catastrophic disaster such as an earthquake.Metro's RLIS and other geographic information systems being developed by local governments can be used to develop regional emergency transportation plan.

Goal Statement: Develop a regional emergency transportation plan that identifies emergency transportation routes which will be designated to receive priority for repair and debris

clearance/access restoration, and a method for effective utilization of regional mass transit resources.

21. Urban Search and Rescue

Program Description/Regional Issues: A program to locate and extricate victims from collapsed structures. This may include search activities using search dogs and sensing equipment, technical heavy rescue and medical treatment.

Current Status: Locating and extricating victims from collapsed structures, such as might be required following an earthquake, requires a properly trained and specially equipped cadre of personnel. This need can rarely be met within the confines of a single emergency service agency or jurisdiction. By combining the assets of several organizations, at least a minimum level capability could be achieved and maintained through joint training, exercising and equipment purchase. The federal government has enhanced national capabilities through the development of 25 US&R Task Forces available nationwide to respond to a Presidentially declared emergency in which there is a need for US&R capabilities. There has been no marked progress in efforts to evaluate or enhance US&R capabilities within the region or the State of Oregon.

Goal Statement: Identify most probable areas of need and evaluate and enhance existing capabilities to provide US&R resources for quick response in this region. This program may be most cost-effective if developed on a statewide, rather than region wide, basis.

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EXHIBIT B

INTERGOVERNMENTAL AGREEMENT

FOR

REGIONAL EMERGENCY MANAGEMENT

I. Purpose

The purpose of this Intergovernmental Agreement is to develop an organization to recommend policy and procedures on regional emergency management issues related to planning, mitigation, response and recover; to develop an ongoing, interjurisdictional training and exercise program; to establish mutual aid agreements to ensure effective management of resources during emergency; and to develop a regional emergency management plan. This organization shall be known as the Regional Emergency Management Group (REMG).

II. Statutory Authority

This Agreement is entered into pursuant to ORS 190.003 to 190.030.

III. Parties

Jurisdictions within Washington, Multnomah, Clackamas and Columbia Counties in Oregon, including counties, cities, regional governments and special districts within those counties, may enter into this Agreement.

IV. Terms of Agreement

A jurisdiction shall become a party to this Agreement by entering into this Agreement, and adopting the initial workplan in Part Two of Attachment A by resolution or ordinance. The term of this Agreement shall be ongoing from July 1 to June 30. The parties may renew this Agreement by adopting the Annual Workplan for the succeeding year, with those amendments to Attachment A which reflect the funding and duties required to accomplish the Annual Workplan.

V. Termination

Any party to this Agreement may withdraw upon giving thirty (30) days written notice to the Policy Advisory Committee.

VI. Non-Exclusive

Any of the parties may enter into separate mutual assistance or mutual aid agreements with any other jurisdiction if not inconsistent with the terms of this Agreement. No such separate agreement shall terminate any responsibility under this Agreement, unless this Agreement is terminated as provided in Section V above.

policy goals, address action items and prepare the proposed Annual Workplan.

5. The Technical Committee shall select a Chair, Vice Chair and Secretary. The Technical Committee shall meet at least quarterly.

C. Administrative Support

The activities of the REMG shall be supported administratively by the staffs of the participating jurisdictions. Such support shall include keeping notes, conducting research, printing, producing an agenda, mailing and coordinating the flow of information between the Policy and Technical Committees.

IX. Funding

Funding options necessary for action items in the proposed Annual Workplan shall be identified by the Technical Committee for Policy Advisory Committee review. Funding sources and cost allocations shall be identified and cost share agreements shall be developed as needed and included in each Annual Workplan. All required expenditures identified in the proposed Annual Workplan will be ratified by resolution or ordinance as specified in Section IV above.

X. Ownership of Assets

In the event that any real or personal property is deemed necessary, an amendment to this Agreement shall be negotiated and approved by all the then current members prior to acquisition.

XI. Amendments

Any amendment to the provisions of this Agreement shall be in writing and signed by the parties.

This Agreement dated this _____ day of _____ 1993, by action of the _____

LOCAL GOVERNMENT/AGENCY

_____
Name

_____
Title

_____
Date

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Appendix A. PARAMETER LISTS

Appendix A1. SAMPLING PARAMETERS

GROUNDWATER MONITORING WELLS

#Sampl'g Points	Dupl.	Blanks	Samples/ Event	Method #	PARAMETER TO BE SAMPLED	Source	Sampling Dates	Freq/Yr
32* 5*	N/A	N/A	N/A	N/A	**VISUAL INSPECTION** Visual inspection of well: Evidence of disturbance; Cracking or lifting of the concrete base; Change in vertical orientation; Other changes Does the lock need treating with penetrating lubricant? If the lock requires treating, was it done? H-wells only: Distance (within 1/4") between the top of the 2" stainless steel well casing and the top of the 4-1/2" steel surface monument casing;	Metro	Feb, Aug Feb,May Aug, Nov	2 4
32* 5*	2 4	N/A	N/A	N/A	**WATER LEVEL** Depth to water; Measuring point elevation (ft) ---from survey Water level elevation (ft)	Metro	Feb, Aug Feb,May Aug, Nov (H-wells)	2 4 (H-wells)
31*	3	N/A	34		**LEACHATE INDICATOR PARAMETERS**		Feb, Aug	2
					FIELD PARAMETERS Conductivity Dissolved Oxygen (DO) pH Temperature	DEQ		N/A
				310.1	Alkalinity, Total (CaCO3)	DEQ		
				350.3	Ammonium (HN4-N)	DEQ		
				SM 2320B	Bicarbonate (HCO3) - FIELD FILTERED	Ph I, DEQ		
				6010	Calcium - FIELD FILTERED	Ph I, DEQ		
				SM 2320B	Carbonate (CO3) - FIELD FILTERED	DEQ		
				410.2	Chemical Oxygen Demand (COD)	Ph I DEQ		
				300.0 or 325.3	Chloride - FIELD FILTERED	Ph I, DEQ		
				120.1	Conductance, specific (lab)	DEQ		
				6010	Hardness (CaCO2)	DEQ		
				6010	Iron - FIELD FILTERED	Ph I, DEQ		
				6010	Magnesium - FIELD FILTERED	Ph I, DEQ		
				6010	Manganese, dissolved - FIELD FILTERED	Ph I, DEQ		
				300.0 or 353.3	Nitrate (as N) - FIELD FILTERED	Ph I, DEQ		
				365.3	Phosphurus, dissolved - FIELD FILTERED	Metro		
				6010	Potassium - FIELD FILTERED	Ph I, DEQ		
				6010	Sodium - FIELD FILTERED	Ph I, DEQ		
				300.0 or 375.4	Sulfate (SO4) - FIELD FILTERED	Ph I, DEQ		
				160.1	Solids, total dissolved (TDS)	Ph I DEQ		
				160.2	Solids, total suspended (TSS)	DEQ		
				415.1	Total Organic Carbon (TOC)	Ph I DEQ		

*32 wells include: D-wells, F-well, G-wells, K-wells, and SEA B-4.100
31 wells include: D-wells, F-well, G-wells, K-wells.
5 wells include: H-wells

Table 2a. GROUNDWATER MONITORING WELLS
(cont.)

#Sampl'g Points	Dupl.	Blanks	Samples/ Event	Method #	PARAMETER TO BE SAMPLED	Source	Sampling Dates	Freq./Yr
					CRITICAL PARAMETERS			
31*	3	N/A	34	EPA 6010, 7470, 7421, 7061, 7741	TRACE METALS (Total Recoverable - Unfiltered)	App I, DEQ	Feb, Aug	2
					Antimony (Sb) Arsenic (As) Barium (Ba) Beryllium (Be) Cadmium (Cd) Chromium (Cr) Cobalt (Co) Copper (Cu) Lead (Pb) Nickel (Ni) Selenium (Se) Silver (Ag) Thallium (Tl) Vanadium (V) Zinc (Zn)			

*32 wells include: D-wells, F-well, G-wells, K-wells, and SEA B-4.100
31 wells include: D-wells, F-well, G-wells, K-wells.
5 wells include: H-wells

GROUNDWATER MONITORING WELLS
(cont.)

#Sampl'g Points*	Dupl.	Blanks	Samples/ Event	Method #	PARAMETER TO BE SAMPLED	Source	Sampling Date.	Freq./ Yr.
31*	3	1	35	EPA 8260	VOLATILE ORGANIC COMPOUNDS	App I (Fed.Reg)	Feb, Aug	2
					APPENDIX I (Federal Register) Acetone Acrylonitrile Benzene Bromochloromethane Bromodichloromethane Bromoform (Tribromomethane) Carbon disulfide Carbon tetrachloride Chlorobenzene Chloroethane (Ethyl chloride) Chloroform (Trichloromethane) Dibromochloromethane (Chlorodibromomethane) 1,2,-Dibromo-3-chloropropane (DBCP) 1,2-Dibromoethane (Ethylene dibromide; EDB) o-Dichlorobenzene (1,2-Dichlorobenzene) p-Dichlorobenzene (1,4-Dichlorobenzene) trans-1,4-Dichloro-2-butene 1,1-Dichloroethane (Ethylidene chloride) 1,2-Dichlorethane (Ethylene dichloride) 1,1-Dichloroethylene (1,1-Dichloroethene; Vinylidene chloride) cis-1,2-Dichloroethylene (cis-1,2-Dichloroethene) trans-1,2-Dichloroethylene (trans-1,2-Dichloroethene) 1,2-Dichloropropane (Propylene dichloride) cis-1,3-Dichloropropene trans-1,3-Dichloropropene Ethylbenzene 2-Hexanone (Methyl butyl ketone) Methyl bromide (Bromomethane) Methyl chloride (Chloromethane) Methylene bromide (Dibromomethane) Methylene chloride (Dichoromethane) Methyl ethyl ketone (MEK; 2-Butanone) Methyl iodide (Iodomethane) 4-Methyl-2-pentanone (Methyl isobutyl ketone) Styrene 1,1,1,2-Tetrachloroethane 1,1,2,2,-Tetrachloroethane Tetrachloroethylene (Tetrachloroethene; Perchloroethylene) Toluene 1,1,1-Trichloroethane (Methylchloroform) 1,1,2-Trichloroethane Trichloroethylene (Trichloroethene) Trichlorofluoromethane (CFC-11) 1,2,3-Trichloropropane Vinyl acetate Vinyl chloride Xylenes			
					OTHER VOC's (p.51075, Federal Register) 1,2-dibromo-3-chloropropane 1,2-dibromoethane o-dichlorobenzene p-dichlorobenzene 1,2-dichloropropane 1,1,1,2-tetrachloroethane tetrachloroethylene cis-1,2-dichloroethylen			

*32 wells include: D-wells, F-well, G-wells, K-wells, and SEA B-4.100
31 wells include: D-wells, F-well, G-wells, K-wells.
5 wells include: H-wells

GROUNDWATER MONITORING WELLS
(cont.)

#Sampl'g Points*	Dupl.	Blanks	Samples/ Event	Method #	PARAMETER TO BE SAMPLED	Source	Sampling Dates	Freq./ Yr.
9**	1	1	11	EPA 8150	**HERBICIDES**	SE/E	Aug.	
					Dalapon Diacamba MCPA MCPP Dichloroprop 2,4-D Silvex (2,4,5-TP) 2,4,5-T 2.4-DB Dinoseb Picloram			
9**	1	1	11	EPA 8080	**PESTICIDES/PCBs**	SE/E	Aug.	1
					Pesticides Aldrin Alpha--BHC Beta-VHC Delta-BHC Gamma-BHC (Lindane) Chlordane 4,4-DDD' 4,4'-DDE 4,4'-DDT Dieldrin Endosulfan I Endosulfan II Endosulfan Sulfate Endrin Endrin aldehyde Heptachlor Heptachlor epoxide Methoxychlor Toxaphene Aroclor 1016 Aroclor 1016 Aroclor 1221 Aroclor 1232 Aroclor 1242 Aroclor 1248 Aroclor 1254 Aroclor 1260			
5				420.1/ 9065	Phenols, total			

**9 wells include the 2 onsite sells with the highest concentrations of leachate indicator parameters, 2 offsite upgradient wells, and the offsite floodplain sediments well and sand and gravel well with the highest concentrations of leachate indicator parameters.

GROUNDWATER MONITORING WELLS
(cont.)

#Sampl'g Points*	Dupl.	Blanks	Samples/Event	Method #	PARAMETER TO BE SAMPLED	Source	Sampling Date	Freq./ Yr.
9**	1	1	11	EPA 8270	**EPA ACID/BASE NEUTRAL PRIORITY POLLUTANTS**	SE/E	Aug.	1
					N-Nitrosodimethylamine			
					Aniline			
					Bis(2-chloroethyl) ether			
					1,3-Dichlorobenzene			
					1,4-Dichlorobenzene			
					1,2-Dichlorobenzene			
					Bis(2-chloroisopropyl) ether			
					N-Nitrososdi-n-propyl anine			
					Hexachloroethane			
					Nitrobenzene			
					Isophorone			
					Bis(2-Chloroethoxy)methane			
					1,2,4-Trichlorobenzen			
					Napthalene			
					4-Chloraniline			
					Hexachlorobutadiene			
					2-Methylnapthalene			
					Hexachlorocyclopentadiene			
					2-Chloronaphthalene			
					2-Nitroaniline			
					Dimethylphthalate			
					Acenaphthylene			
					3-Nitroaniline			
					Acenaphthene			
					Dibenzofuran			
					2,4-Dinitrotoluene			
					2,6-Dinitrotoluene			
					Diethylphthalate			
					4-Chlorophenyl phenyl ether			
					Fluorene			
					4-Nitroaniline			
					N-Nitrosodiphenylamine			
					4-Bromophenyl phenyl ether			
					Hexachlorobenzene			
					Phenanthrene			
					Anthracene			
					Dibutylphthalate			
					Fluoranthene			
					Pyrene			
					Butyl benzyl phthalate			
					3,3'-Dichlorobenzidine			
					Benzo(a)anthracene			
					Bis(2-ethylhexyl)phthalate			
					Chrysene			
					Di-n-octyl phthalate			
					Benzo(b)fluoranthene			
					Benzo(k)fluoranthene			
					Benzo(a)pyrene			
					Indeno(1,2,3-c,d)pyrene			
					Dibenzo(a,h)anthracene			
					Benzo(g,h,i)perylene			
					Phenol			
					2-Chlorophenol			
					Benzyl Alcohol			
					2-Methylphenol.			
					4-Methylphenol			
					2-Nitrophenol			
					2,4-Dimethylphenol			
					Benzoic Acid			
					2,4-Dichlorophenol			
					4-Chloro-3-methylphenol			
					2,4,6-Trichlorophenol			
					2,4,5-Trichlorophenol			
					2,4-Dinitrophenol			
					4-Nitrophenol			
					2-Methyl-4,6-dinitrophenol			
					Pentachlorophenol			

**9 wells include the 2 onsite sells with the highest concentrations of leachate indicator parameters, 2 offsite upgradient wells, and the offsite floodplain sediments well and sand and gravel well with the highest concentrations of leachate indicator parameters.

Table 2b. SURFACE WATER MONITORING

#Sampl'g Points*	Dupl.	Blanks	Samples/ Event	Method #	PARAMETER TO BE SAMPLED	Source	Sampling Dates	Freq./ Yr.
			9		**BASICS**		Feb, Aug.	2
8	N/A	N/A	8		FIELD PARAMETERS Conductivity Dissolved Oxygen pH Temperature Water Level (required by DEQ only)	S/B, DEQ		
8	1	N/A	9	405.1	BOD	DEQ	Feb, Aug	2
					NUTRIENTS		Feb, Aug	2
8	1	N/A	9		NO2-NO3-N	S/B		
8	1	N/A	9		Total Kjeldahl Nitorgen (TKN)	S/B, DEQ		
8	1	N/A	9		Total Phosphorus	TMDL, S/B		
8	1	N/A	9		Dissolved Phosphorus (Available Phosphorus)	DEQ		
					BACTERIA		Feb, Aug	2
8	1	N/A	9	SM 9230B, 9230C	Enteroccocci Bacteria	TMDL, DEQ		
8	1	N/A	9	SM 9221C, 9222D	Fecal Coliform Bacteria	TMDL, DEQ		
					TOXINS			
8	1	N/A	9	9020	Total Halogenated Organics (TOX)	DEQ	Feb, Aug.	2
8	????	???	???	???	????*	TMDL	????	????
8	1	N/A	9		**LEACHATE INDICATOR PARAMETERS**		Feb, Aug.	2
					Same parameters as groundwater			
				160.3	Solids, Total	S/B		
					CRITICAL PARAMETERS			
8	1	N/A	9	EPA 6010, 7420, 7421, 7061, 7741	TRACE METALS (Total Recoverable - Unfiltered) Same parameters as groundwater	DEQ	Aug.	1
8	1	1	10	EPA 8260	VOLATILE ORGANIC CONSTITUENTS Same parameters as groundwater	DEQ	Aug.	1

*Subject to DEQ requirements

SEDIMENT SAMPLING

#Sampl'g Points*	Dupl.	Blanks	Samples/ Event	Method #	PARAMETER TO BE SAMPLED	Source	Sampling Dates	Freq/Yr
4	1	N/A	5	6010, 7470, 7421, 7061, 7741	**TOTAL METALS - 1/yr**		Aug.	1
					Arsenic Cadmium Chromium Copper Lead Mercury Zinc			
4	1	1	6	8100	**PAH's - 1/yr** Acenaphthene Acenaphthylene Anthracene Benzo(a) pyrene Benzo(b+k)fluoranthene Benzo(g,h,i)perylene Chrysene Fluoranthene Fluorene Indeno(1,2,3-cd)pyrene and Dibenz(a,h)anthracene Naphthalene Phenanthrene Pyrene	DEQ	Aug.	1
4	1	1	6	8080	**PESTICIDES and PCBs** (listed in EPA, Method 8080) Same parameters as groundwater		Aug.	1
					OTHER			
4	1	1	6	8150	2,4-D		Aug.	1
4	1	N/A	5	4129-82-M	Total Organic Carbon		Aug.	1
4	1	N/A	5	8/91 EPA Draft	Acid Volatile Sulfides (cold acid soluble)		Aug.	1

BIOLOGICAL SAMPLING

#Sampl'g Points*	Dupl.	Blanks	Samples/ Event	Method #	PARAMETER TO BE SAMPLED	Source	Sampling Dates	Freq/Yr
1	1	N/A	2	EPA 7131	INVERTEBRATE - Cadmium, Total		Aug.	1
1	1	N/A	2	EPA 7421	INVERTEBRATE - Lead, Total		Aug.	1
1	1	N/A	2	EPA 7471	INVERTEBRATE - Mercury, Total		Aug.	1
1	1	1	3	EPA 8100	INVERTEBRATE - PAH's	DEQ	Aug.	1
1	1	1	3	EPA 8080 and 3540	INVERTEBRATE - Pesticides and PCBs		Aug.	1
1	1	N/A	2	EPA 7131	FISH TISSUE - Cadmium, Total		Aug.	1
1	1	N/A	2	EPA 7421	FISH TISSUE - Lead, Total		Aug.	1
1	1	N/A	2	EPA 7421	FISH TISSUE - Mercury, Total		Aug.	1
1	1	1	3	EPA 8100	FISH TISSUE - PAH's	DEQ	Aug.	1
1	1	1	3	EPA 8080 and 3540	FISH TISSUE - Pesticides and PCBs		Aug.	1

*Invertebrate will be crayfish or penned Asian clams (Corbicula fluminea)
Fish from prefereably five specimens, from each of three species.

STORMWATER MONITORING

#Sampl'g Points*	Dupl.	Blanks	Samples/ Event	Method #	PARAMETER TO BE SAMPLED	Source	Sampling Dates	Freq/Yr
20	N/A	N/A	N/A		VISUAL OBSERVATIONS - Monthly (when at least one storm event occurs which produces runoff)		Monthly	12
					Color			
					Foam			
					Oil & grease sheen			
5	1	N/A	6	6010, 7470, 7421, 7061, 7741	METALS (Grab Samples) - 2/yr (plus whenever leachate seepage is detected or sewage sludge is disposed of at the site)		Aug.	2
					Arsenic Cadmium Chromium Copper Iron Lead Manganese Mercury Nickel Zinc			
5	1	N/A	6		OTHER - 2/yr (plus oil & grease whenever a visible oil sheen is detected in a stormwater discharge)		Aug.	2
				410.2	Chemical Oxygen Demand (COD) (mg/l)			
				120.1	Conductance, specific (uMHO/cm)			
				SM 9230B, 9230C	Enteroccocci (#/100 ml)			
				SM 9221C, 9222D	Fecal Coliform (#100 ml)			
				413.1	Oil & Grease (mg/l)			
				365.3	Ortho Phosphorus, dissolved (mg/l)			
				365.3	Phosphorus, total (mg/l)			
				150.1	pH			
				415.1	TOC (mg/l)			
				160.2	Solids, total suspended (TSS) (mg/l)			

*Initial number of sampling points. See attached table for changes over time.

LEACHATE COLLECTION SYSTEM MONITORING

#Sampl'g Points*	Dupl.	Blanks	Samples/ Event	Method #	PARAMETER TO BE SAMPLED	Source	Sampling Dates	Freq./Yr
1	N/A	N/A	1	376.2	Sulfide (Grab)	City Permit	Monthly	12
1	N/A	N/A	1	150.1	pH (Grab)	City Permit	Monthly	12
1	N/A	N/A	1	350.3	Ammonia (Grab)	JQ	Monthly.	12
1	N/A	N/A	1	6010	Cadmium (composite)	City Permit	Mar, June, Sept, Dec.	4
1	N/A	N/A	1	6010	Chromium, total (composite)	City Permit	Mar, June, Sept, Dec.	4
1	N/A	N/A	1	6010	Copper (composite)	City Permit	Mar, June, Sept, Dec.	4
1	N/A	N/A	1	7421	Lead (composite)	City Permit	Mar, June, Sept, Dec.	4
1	N/A	N/A	1	6010	Nickel (composite)	City Permit	Mar, June, Sept, Dec.	4
1	N/A	N/A	1	6010	Zinc (zinc)	City Permit	Mar, June, Sept, Dec.	4
1	N/A	N/A	1	300.0	Sulfate (composite)	City Permit	June, Dec.	2
1	N/A	N/A	1	7470	Mercury (composite)	City Permit	June, Dec.	2
1	N/A	N/A	1	413.1	Fats, Oils, and Grease (grab)	City Permit	June, Dec.	2
1	N/A	1	2	608/624/ 625	TTO (grab) - See attached list of parameters	City Permit	Mar, June, Sept, Dec.	4
1	N/A	1	2		Acetone	BES	Mar, June, Sept, Dec.	4
1	N/A	1	2		Aniline	BES	Mar, June, Sept, Dec.	4
1	N/A	1	2		Butyl Acetate	BES	Mar, June, Sept, Dec.	4
1	N/A	1	2		Formaldehyde	BES	Mar, June, Sept, Dec.	4
1	N/A	1	2		Methyl Ethyl Ketone	BES	Mar, June, Sept, Dec.	4
1	N/A	1	2		Methyl IsoButyl Ketone	BES	Mar, June, Sept, Dec.	4
1	N/A	1	2		Pyridine	BES	Mar, June, Sept, Dec.	4
1	N/A	1	2		Styrene	BES	Mar, June, Sept, Dec.	4
1	N/A	1	2		Xylene(s)	BES	Mar, June, Sept, Dec.	4
1	N/A	N/A	N/A		Flow (metered)	City Permit	Cont.	Cont.

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Appendix A2. TTO's

Acenaphthene
Acrolein
Acrylonitrile
Benzene
Benzidine
Carbon tetrachloride (tetrachloromethane)
Chlorobenzene
1,2,4-trichlorobenzene
Hexachlorobenzene
1,2-dichloroethane
1,1,1-trichloroethane
Hexachloroethane
1,1-dichloroethane
1,1,2-trichloroethane
1,1,2,2-tetrachloroethane
Chloroethane
Bis(2-chloroethyl) ether
2-chloroethyl vinyl ether (mixed)
2-chloronaphthalene
2,4,6-trichlorophenol
Parachlorometa cresol
Chloroform (trichloromethane)
2-chlorophenol
1,2-dichlorobenzene
1,3-dichlorobenzene
1,4-dichlorobenzene
3,3-dichlorobenzidine
1,1-dichloroethylene
1,2-trans-dichloroethylene
2,4-dichlorophenol
1,2-dichloropropane
1,3-dichloropropylene(1,3-dichloropropene)
2,4-dimethylphenol
2,4-dinitrotoluene
2,6-dinitrotoluene
1,2-diphenylhydrazine
Ethylbenzene
Fluoranthene
4-chlorophenyl phenyl ether
4-bromophenyl phenyl ether
Bis(2-chloroisopropyl) ether
Bis(2-chloroethoxy) methane
Methylene chloride (dichloromethane)
Methyl chloride (chloromethane)
Methyl bromide (bromomethane)
Bromoform (tribromomethane)
Dichlorobromomethane
Chlorodibromomethane
Hexachlorobutadiene
Hexachlorocyclopentadiene
Isophorone
Naphthalene
Nitrobenzene
2-nitrophenolthylamine
4-nitrophenolenylamine
2,4-dinitrophenol
4,6-dinitro-o-cresol
N-nitrosodimethylamine
N-nitroxodiphenylamine
N-nitrosodi-n-propylamine
Pentachlorophenol
Phenol
Bis(2-ethylhexyl)phthalate
Butyl benzyl phthalate
Di-n-butyl phthalate
Di-n-octyl phthalate
Diethyl phthalate
Dimethyl phthalate
1,2-benzanthracene
(benzo(a)anthracene)
Benzo(a)pyrene(3,4-benzopyrene)
3,4-Benzofluoranthene
(benzo(b)fluoranthene)
11,12-benzofluoranthene
(benzo(k)fluoranthene)
Chrysene
Acenaphthylene
Anthracene
1,12-benzoperylene
(benzo(ghi)perylene)
Fluorene
Phenanthrene
1,2,5,6-dibenzanthracene
(dibenzo(a,h)anthracene)
Indeno(1,2,3-cd pyrene
(2,3-o-phenylene pyrene)
Pyrene
Tetrachloroethylene
Toluene
Trichloroethylene
Vinyl chloride (chloroethylene)
Aldrin
Dieldrin
Chlordane (technical mixture
and metabolites)
4,4-DDT
4,4-DDE(p,p-DEX)
4,4-DDD(p,p-TDE)
Alpha-endosulfan
Beta-endolulfan

TOTAL TOXIC ORGANICS (cont)

Endosulfan sulfate
Endrin
Endrin aldehyde
Heptachlor
Heptachlor epoxide
(BHC-hexachlorocyclohexane)
- Alpha-BHC
- Beta-BHC
- Gamma-BHC
- Delta-BHC

(PCB-polychlorinated biphenyls)
- PCB-1242 (Arochlor 1242)
- PCB-1254 (Arochlor 1254)
- PCB-1221 (Arochlor 1221)
- PCB-1232 (Arochlor 1232)
- PCB-1248 (Arochlor 1248)
- PCB-1260 (Arochlor 1260)
- PCB-1016 (Arochlor 1016)

Toxaphene
2,3,7,8-tetrachlorodibenxo-p-dioxin (TCDD)

Appendix A3. PHASE II PARAMETERS

Appendix II to this Part 258—List of Hazardous Inorganic and Organic Constituents [1]

Common Name [2]	CAS RN [3]	Chemical abstracts service index name [4]	Suggested methods [5]	POL (μg/L) [6]
Acenaphthene	83-32-9	Acenaphthylene, 1,2-dihydro-	8100	200
			8270	10
Acenaphthylene	208-96-8	Acenaphthylene	8100	200
			8270	10
Acetone	67-64-1	2-Propanone	8260	100
Acetonitrile; Methyl cyanide	75-05-8	Acetonitrile	8015	100
Acetophenone	98-86-2	Ethanone, 1-phenyl-	8270	10
2-Acetylaminofluorene; 2-AAF	53-96-3	Acetamide, N-9H-fluoren-2-yl-	8270	20
Acrolein	107-02-8	2-Propenal	8030	5
			8260	100
Acrylonitrile	107-13-1	2-Propenenitrile	8030	5
			8260	200
Aldrin	309-00-2	1,4:5,8-Dimethanonaphthalene, 1,2,3,4,10,10-hexachloro-1,4,4a,5,8,8a-hexahydro- (1α,4α,4aβ,5α,8α,8aβ)-	8080	0.05
			8270	10
Allyl chloride	107-05-1	1-Propene, 3-chloro-	8010	5
			8260	10
4-Aminobiphenyl	92-67-1	[1,1'-Biphenyl]-4-amine	8270	20
Anthracene	120-12-7	Anthracene	8100	200
			8270	10
Antimony	(Total)	Antimony	6010	300
			7040	2000
			7041	30
Arsenic	(Total)	Arsenic	6010	500
			7060	10
			7061	20
Barium	(Total)	Barium	6010	20
			7080	1000
Benzene	71-43-2	Benzene	8020	2
			8021	0.1
			8260	5
Benzo[a]anthracene; Benzanthracene	56-55-3	Benz[a]anthracene	8100	200
			8270	10
Benzo[b]fluoranthene	205-99-2	Benz[e]acephenanthrylene	8100	200
			8270	10
Benzo[k]fluoranthene	207-08-9	Benzo[k]fluoranthene	8100	200
			8270	10
Benzo[ghi]perylene	191-24-2	Benzo[ghi]perylene	8100	200
			8270	10
Benzo[a]pyrene	50-32-8	Benzo[a]pyrene	8100	200
			8270	10
Benzyl alcohol	100-51-6	Benzenemethanol	8270	20
Beryllium	(Total)	Beryllium	6010	3
			7090	50
			7091	2
alpha-BHC	319-84-6	Cyclohexane, 1,2,3,4,5,6-hexachloro-, (1α,2α,3β,4α,5β,6β)-	8080	0.05
			8270	10
beta-BHC	319-85-7	Cyclohexane, 1,2,3,4,5,6-hexachloro-, (1α,2β,3α,4β,5α,6β)-	8080	0.05
			8270	20
delta-BHC	319-86-8	Cyclohexane, 1,2,3,4,5,6-hexachloro-, (1α,2α,3α,4β,5α,6β)-	8080	0.1
			8270	20

Common Name [2]	CAS RN [3]	Chemical abstracts service index name [4]	Suggested methods [5]	PQL (µg/L) [6]
gamma-BHC; Lindane	58-89-9	Cyclohexane, 1,2,3,4,5,6-hexachloro-, (1α,2α,3β,4α,5α,6β)-	8080	0.05
			8270	20
Bis(2-chloroethoxy)methane	111-91-1	Ethane, 1,1'-[methylenebis(oxy)]bis[2-chloro-	8110	5
			8270	10
Bis(2-chloroethyl) ether; Dichloroethyl ether	111-44-4	Ethane, 1,1'-oxybis[2-chloro-	8110	3
			8270	10
Bis-(2-chloro-1-methylethyl) ether; 2,2'-Dichlorodiisopropyl ether; DCIP, See note 7	108-60-1	Propane, 2,2'-oxybis[1-chloro-	8110	10
			8270	10
Bis(2-ethylhexyl) phthalate	117-81-7	1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl) ester	8060	20
Bromochloromethane; Chlorobromomethane	74-97-5	Methane, bromochloro-	8021	0.1
			8260	5
Bromodichloromethane; Dibromochloromethane	75-27-4	Methane, bromodichloro-	8010	1
			8021	0.2
			8250	5
Bromoform; Tribromomethane	75-25-2	Methane, tribromo-	8010	2
			8021	15
			8260	5
4-Bromophenyl phenyl ether	101-55-3	Benzene, 1-bromo-4-phenoxy-	8110	25
			8270	10
Butyl benzyl phthalate; Benzyl butyl phthalate	85-68-7	1,2-Benzenedicarboxylic acid, butyl phenylmethyl ester	8060	5
			6270	10
Cadmium	(Total)	Cadmium	6010	40
			7130	50
			7131	1
Carbon disulfide	75-15-0	Carbon disulfide	8260	100
Carbon tetrachloride	56-23-5	Methane, tetrachloro-	8010	1
			8021	0.1
			8260	10
Chlordane	See Note 8	4,7-Methano-1H-indene, 1,2,4,5,6,7,8,8-octachloro-2,3,3a,4,7,7a-hexahydro-	8080	0.1
			8270	50
p-Chloroaniline	106-47-8	Benzenamine, 4-chloro-	8270	20
Chlorobenzene	108-90-7	Benzene, chloro-	8010	2
			8020	2
			8021	0.1
			8260	5
Chlorobenzilate	510-15-6	Benzeneacetic acid, 4-chloro-α-(4-chlorophenyl)-α-hydroxy-, ethyl ester.	8270	10
p-Chloro-m-cresol; 4-Chloro-3-methylphenol	59-50-7	Phenol, 4-chloro-3-methyl-	8040	5
			8270	20
Chloroethane; Ethyl chloride	75-00-3	Ethane, chloro-	8010	5
			8021	1
			8260	10
Chloroform; Trichloromethane	67-66-3	Methane, trichloro-	8010	0.5
			8021	0.2
			8260	5
2-Chloronaphthalene	91-58-7	Naphthalene, 2-chloro-	8120	10
			8270	10
2-Chlorophenol	95-57-8	Phenol, 2-chloro-	8040	5
			8270	10
4-Chlorophenyl phenyl ether	7005-72-3	Benzene, 1-chloro-4-phenoxy-	8110	40
			8270	10
Chloroprene	126-99-8	1,3-Butadiene, 2-chloro-	8010	50
			8260	20
Chromium	(Total)	Chromium	6010	70
			7190	500
			7191	10
Chrysene	218-01-9	Chrysene	8100	200
			8270	10
Cobalt	(Total)	Cobalt	6010	70
			7200	500
			7201	10
Copper	(Total)	Copper	6010	60
			7210	200
			7211	10
m-Cresol; 3-methylphenol	108-39-4	Phenol, 3-methyl-	8270	10
o-Cresol; 2-methylphenol	95-48-7	Phenol, 2-methyl-	8270	10
p-Cresol; 4-methylphenol	106-44-5	Phenol, 4-methyl-	8270	10
Cyanide	57-12-5	Cyanide	9010	200
2,4-D; 2,4-Dichlorophenoxyacetic acid	94-75-7	Acetic acid, (2,4-dichlorophenoxy)-	8150	10
4,4'-DDD	72-54-8	Benzene 1,1'-(2,2-dichloroethylidene)bis[4-chloro-	8080	0.1
			8270	10
4,4'-DDE	72-55-9	Benzene, 1,1'-(dichloroethyenylidene)bis[4-chloro-	8080	0.05
			8270	10
4,4'-DDT	50-29-3	Benzene, 1,1'-(2,2,2-trichloroethylidene)bis[4-chloro-	8080	0.1
			8270	10
Diallate	2303-16-4	Carbamothioic acid, bis(1-methylethyl)-,S-(2,3-dichloro-2-propenyl) ester.	8270	10

Common Name [2]	CAS RN [3]	Chemical abstracts service index name [4]	Suggested methods [5]	PQL (µg/L) [6]
Dibenz[a,h]anthracene	53-70-3	Dibenz[a,h]anthracene	8100	200
			8270	10
Dibenzofuran	132-64-9	Dibenzofuran	8270	10
Dibromochloromethane; Chlorodibromomethane	124-48-1	Methane, dibromochloro-	8010	1
			8021	0.3
			8260	5
1,2-Dibromo-3-chloropropane; DBCP	96-12-8	Propane, 1,2-dibromo-3-chloro-	8011	0.1
			8021	30
			8260	25
1,2-Dibromoethane; Ethylene dibromide; EDB	106-93-4	Ethane, 1,2-dibromo-	8011	0.1
			8021	10
			8260	5
Di-n-butyl phthalate	84-74-2	1,2-Benzenedicarboxylic acid, dibutyl ester	8060	5
			8270	10
o-Dichlorobenzene; 1,2-Dichlorobenzene	95-50-1	Benzene, 1,2-dichloro-	8010	2
			8020	5
			8021	0.5
			8120	10
			8260	5
			8270	10
m-Dichlorobenzene; 1,3-Dichlorobenzene	541-73-1	Benzene, 1,3-Dichloro-	8010	5
			8020	5
			8021	0.2
			8120	10
			8260	5
			8270	10
p-Dichlorobenzene; 1,4-Dichlorobenzene	106-46-7	Benzene, 1,4-dichloro-	8010	2
			8020	5
			8021	0.1
			8120	15
			8260	5
			8270	10
3,3'-Dichlorobenzidine	91-94-1	[1,1'-Biphenyl]-4,4'-diamine, 3,3'-dichloro-	8270	20
trans-1,4-Dichloro-2-butene	110-57-6	2-Butene, 1,4-dichloro-, (E)-	8260	100
Dichlorodifluoromethane; CFC 12;	75-71-8	Methane, dichlorodifluoro-	8021	0.5
			8260	5
1,1-Dichloroethane; Ethylidene chloride	75-34-3	Ethane, 1,1-dichloro-	8010	1
			8021	0.5
			8260	5
1,2-Dichloroethane; Ethylene dichloride	107-06-2	Ethane, 1,1-dichloro-	8010	0.5
			8021	0.3
			8260	5
1,1-Dichloroethylene; 1,1-Dichloroethene; Vinylidene chloride	75-35-4	Ethene, 1,1-dichloro-	8010	1
			8021	0.5
			8260	5
cis-1,2-Dichloroethylene; cis-1,2-Dichloroethene	156-59-2	Ethene, 1,2-dichloro-, (Z)-	8021	0.2
			8260	5
trans-1,2-Dichloroethylene trans-1,2-Dichloroethene	156-60-5	Ethene, 1,2-dichloro-, (E)-	8010	1
			8021	0.5
			8260	5
2,4-Dichlorophenol	120-83-2	Phenol, 2,4-dichloro-	8040	5
			8270	10
2,6-Dichlorophenol	87-65-0	Phenol, 2,6-dichloro-	8270	10
1,2-Dichloropropane; Propylene dichloride	78-87-5	Propane, 1,2-dichloro-	8010	0.5
			8021	0.05
			8260	5
1,3-Dichloropropane; Trimethylene dichloride	142-28-9	Propane, 1,3-dichloro-	8021	0.3
			8260	5
2,2-Dichloropropane; Isopropylidene chloride	594-20-7	Propane, 2,2-dichloro-	8021	0.5
			8260	15
1,1-Dichloropropene	563-58-6	1-Propene, 1,1-dichloro-	8021	0.2
			8260	5
cis-1,3-Dichloropropene	10061-01-5	1-Propene, 1,3-dichloro-, (Z)-	8010	20
			8260	10
trans-1,3-Dichloropropene	10061-02-6	1-Propene, 1,3-dichloro-, (E)-	8010	5
			8260	10
Dieldrin	60-57-1	2,7:3,6-Dimethanonaphth[2,3-b]oxirene, 3,4,5,6,9,9-hexachloro-1a,2,2a,3,6,6a,7,7a-octahydro-, (1aα,2β,2aα,3β,6β,6aα,7β,7aα)-.	8080	0.05
			8270	10
Diethyl phthalate	84-66-2	1,2-Benzenedicarboxylic acid, diethyl ester	8060	5
			8270	10
0,0-Diethyl 0-2-pyrazinyl phosphorothioate; Thionazin	297-97-2	Phosphorothioic acid, 0,0-diethyl 0-pyrazinyl ester	8141	5
			8270	20
Dimethoate	60-51-5	Phosphorodithioic acid, 0,0-dimethyl S-[2-(methylamino)-2-oxoethyl] ester.	8141	3
			8270	20
p-(Dimethylamino)azobenzene	60-11-7	Benzenamine, N,N-dimethyl-4-(phenylazo)-	8270	10
7,12-Dimethylbenz[a]anthracene	57-97-6	Benz[a]anthracene, 7,12-dimethyl-	8270	10

—Continued

Common Name [2]	CAS RN [3]	Chemical abstracts service index name [4]	Suggested methods [5]	POL (µg/L) [6]
3,3'-Dimethylbenzidine	119-93-7	[1,1'-Biphenyl]-4,4'-diamine, 3,3'-dimethyl-	8270	10
2,4-Dimethylphenol; m-Xylenol	105-67-9	Phenol, 2,4-dimethyl-	8040	5
			8270	10
Dimethyl phthalate	131-11-3	1,2-Benzenedicarboxylic acid, dimethyl ester	8060	5
			8270	10
m-Dinitrobenzene	99-65-0	Benzene, 1,3-dinitro-	8270	20
4,6-Dinitro-o-cresol 4,6-Dinitro-2-methylphenol	534-52-1	Phenol, 2-methyl-4,6-dinitro	8040	150
			8270	50
2,4-Dinitrophenol;	51-28-5	Phenol, 2,4-dinitro-	8040	150
			8270	50
2,4-Dinitrotoluene	121-14-2	Benzene, 1-methyl-2,4-dinitro-	8090	0.2
			8270	10
2,6-Dinitrotoluene	606-20-2	Benzene, 2-methyl-1,3-dinitro-	8090	0.1
			8270	10
Dinoseb; DNBP; 2-sec-Butyl-4,6-dinitrophenol	88-85-7	Phenol, 2-(1-methylpropyl)-4,6-dinitro-	8150	1
			8270	20
Di-n-octyl phthalate	117-84-0	1,2-Benzenedicarboxylic acid, dioctyl ester	8060	30
			8270	10
Diphenylamine	122-39-4	Benzenamine, N-phenyl-	8270	10
Disulfoton	298-04-4	Phosphorodithioic acid, 0,0-diethyl S-[2-(ethylthio)ethyl] ester	8140	2
			8141	0.5
			8270	10
Endosulfan I	959-98-8	6,9-Methano-2,4,3-benzodioxathiepin, 6,7,8,9,10,10-hexachloro-1,5,5a,6,9,9a-hexahydro-, 3-oxide,	8080	0.1
			8270	20
Endosulfan II	33213-65-9	6,9-Methano-2,4,3-benzodioxathiepin, 6,7,8,9,10,10-hexachloro-1,5,5a,6,9,9a-hexahydro-, 3 oxide, (3α,5aα,6β,9β,9aα)-.	8080	0.05
			8270	20
Endosulfan sulfate	1031-07-8	6,9-Methano-2,4,3-benzodioxathiepin, 6,7,8,9,10,10-hexachloro-1,5,5a,6,9,9a-hexahydro-,3-3-dioxide.	8080	0.5
			8270	10
Endrin	72-20-8	2,7:3,6-Dimethanonaphth[2,3-b]oxirene, 3,4,5,6,9,9-hexachloro-1a,2,2a,3,6,6a,7,7a-octahydro-, (1aα, 2β,2aβ,3α,6α, 6aβ,7β,7aα)-.	8080	0.1
			8270	20
Endrin aldehyde	7421-93-4	1,2,4-Methenocyclopenta[cd]pentalene-5-carboxaldehyde, 2,2a,3,3,4,7-hexachlorodecahydro-, (1α,2β,2aβ,4β, 4aβ,5β,6aβ,6bβ,7R*)-.	8080	0.2
			8270	10
Ethylbenzene	100-41-4	Benzene, ethyl-	8020	2
			8221	0.05
			8260	5
Ethyl methacrylate	97-63-2	2-Propenoic acid, 2-methyl-, ethyl ester	8015	5
			8260	10
			8270	10
Ethyl methanesulfonate	62-50-0	Methanesulfonic acid, ethyl ester	8270	20
Famphur	52-85-7	Phosphorothioic acid, 0-[4-[(dimethylamino)sulfonyl]phenyl] 0,0-dimethyl ester.	8270	20
Fluoranthene	206-44-0	Fluoranthene	8100	200
			8270	10
Fluorene	86-73-7	9H-Fluorene	8100	200
			8270	10
Heptachlor	76-44-8	4,7-Methano-1H-indene, 1,4,5,6,7,8,8-heptachloro-3a,4,7,7a-tetrahydro-.	8080	0.05
			8270	10
Heptachlor epoxide	1024-57-3	2,5-Methano-2H-indeno[1,2-b]oxirene, 2,3,4,5,6,7,7-heptachloro-1a,1b,5,5a,6,6a-hexahydro-, (1aα, 1bβ, 2α, 5α, 5aβ, 6β, 6aα).	8080	1
			8270	10
Hexachlorobenzene	118-74-1	Benzene, hexachloro-	8120	0.5
			8270	10
Hexachlorobutadiene	87-68-3	1,3-Butadiene, 1,1,2,3,4,4-hexachloro-	8021	0.5
			8120	5
			8260	10
			8270	10
Hexachlorocyclopentadiene	77-47-4	1,3-Cyclopentadiene, 1,2,3,4,5,5-hexachloro-	8120	5
			8270	10
Hexachloroethane	67-72-1	Ethane, hexachloro-	8120	0.5
			8260	10
			8270	10
Hexachloropropene	1888-71-7	1-Propene, 1,1,2,3,3,3-hexachloro-	8270	10
2-Hexanone; Methyl butyl ketone	591-78-6	2-Hexanone	8260	50
Indeno(1,2,3-cd)pyrene	193-39-5	Indeno(1,2,3-cd)pyrene	8100	200
			8270	10
Isobutyl alcohol	78-83-1	1-Propanol, 2-methyl-	8015	50
			8240	100
Isodrin	465-73-6	1,4,5,8-Dimethanonaphthalene,1,2,3,4,10,10- hexachloro-1,4,4a,5,8,8a hexahydro- (1α,4α,4aβ,5β,8β,8aβ)-.	8270	20
			8260	10
Isophorone	78-59-1	2-Cyclohexen-1-one, 3,5,5-trimethyl-	8090	60
			8270	10
Isosafrole	120-58-1	1,3-Benzodioxole, 5-(1-propenyl)-	8270	10
Kepone	143-50-0	1,3,4-Metheno-2H-cyclobuta[cd]pentalen-2-one, 1,1a,3,3a,4,5,5,5a,5b,6-decachlorooctahydro-	8270	20

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Common Name [2]	CAS RN [3]	Chemical abstracts service index name [4]	Suggested methods [5]	PQL (µg/L) [6]
Lead	(Total)	Lead	6010	400
			7420	1000
			7421	10
Mercury	(Total)	Mercury	7470	2
Methacrylonitrile	126-98-7	2-Propenenitrile, 2-methyl-	8015	5
			8260	100
Methapyrilene	91-80-5	1,2-Ethanediamine, N,N-dimethyl-N'-2-pyridinyl-N1/2-thienylmethyl)-.	8270	100
Methoxychlor	72-43-5	Benzene,1,1'-(2,2,2,trichloroethylidene)bis[4-methoxy-	8080	2
			8270	10
Methyl bromide; Bromomethane	74-83-9	Methane, bromo-	8010	20
			8021	10
Methyl chloride; Chloromethane	74-87-3	Methane, chloro-	8010	1
			8021	0.3
3-Methylcholanthrene	56-49-5	Benz[j]aceanthrylene, 1,2-dihydro-3-methyl-	8270	10
Methyl ethyl ketone; MEK; 2-Butanone	78-93-3	2-Butanone	8015	10
			8260	100
Methyl iodide; Iodomethane	74-88-4	Methane, iodo-	8010	40
			8260	10
Methyl methacrylate	80-62-6	2-Propenoic acid, 2-methyl-, methyl ester	8015	2
			8260	30
Methyl methanesulfonate	66-27-3	Methanesulfonic acid, methyl ester	8270	10
2-Methylnaphthalene	91-57-6	Naphthalene, 2-methyl-	8270	10
Methyl parathion; Parathion methyl	298-00-0	Phosphorothioic acid, 0,0-dimethyl 0-(4-nitrophenyl) ester	8140	0.5
			8141	1
			8270	10
4-Methyl-2-pentanone; Methyl isobutyl ketone	108-10-1	2-Pentanone, 4-methyl-	8015	5
			8260	100
Methylene bromide; Dibromomethane	74-95-3	Methane, dibromo-	8010	15
			8021	20
			8260	10
Methylene chloride; Dichloromethane	75-09-2	Methane, dichloro-	8010	5
			8021	0.2
			8260	10
Naphthalene	91-20-3	Naphthalene	8021	0.5
			8100	200
			8260	5
			8270	10
1,4-Naphthoquinone	130-15-4	1,4-Naphthalenedione	8270	10
1-Naphthylamine	134-32-7	1-Naphthalenamine	8270	10
2-Naphthylamine	91-59-8	2-Naphthalenamine	8270	10
Nickel	(Total)	Nickel	6010	150
			7520	400
o-Nitroaniline; 2-Nitroaniline	88-74-4	Benzenamine, 2-nitro-	8270	50
m-Nitroaniline; 3-Nitroanile	99-09-2	Benzenamine, 3-nitro-	8270	50
p-Nitroaniline; 4-Nitroaniline	100-01-6	Benzenamine, 4-nitro	8270	20
Nitrobenzene	98-95-3	Benzene, nitro-	8090	40
			8270	10
o-Nitrophenol; 2-Nitrophenol	88-75-5	Phenol, 2-nitro-	8040	5
			8270	10
p-Nitrophenol; 4-Nitrophenol	100-02-7	Phenol, 4-nitro-	8040	10
			8270	50
N-Nitrosodi-n-butylamine	924-16-3	1-Butanamine, N-butyl-N-nitroso-	8270	10
N-Nitrosodiethylamine	55-18-5	Ethanamine, N-ethyl-N-nitroso-	8270	20
N-Nitrosodimethylamine	62-75-9	Methanamine, N-methyl-N-nitroso-	8070	2
N-Nitrosodiphenylamine	86-30-6	Benzenamine, N-nitroso-N-phenyl-	8070	5
N-Nitrosodipropylamine; N-Nitroso-N-dipropylamine; Di-n-propylnitrosamine.	621-64-7	1-Propanamine, N-nitroso-N-propyl-	8070	10
N-Nitrosomethylethalamine	10595-95-6	Ethanamine, N-methyl-N-nitroso-	8270	10
N-Nitrosopiperidine	100-75-4	Piperidine, 1-nitroso-	8270	20
N-Nitrosopyrrolidine	930-55-2	Pyrrolidine, 1-nitroso-	8270	40
5-Nitro-o-toluidine	99-55-8	Benzenamine, 2-methyl-5-nitro-	8270	10
Parathion	56-38-2	Phosphorothioic acid, 0,0-diethyl 0-(4-nitrophenyl) ester	8141	0.5
			8270	10
Pentachlorobenzene	608-93-5	Benzene, pentachloro-	8270	10
Pentachloronitrobenzene	82-68-8	Benzene, pentachloronitro-	8270	20
Pentachlorophenol	87-86-5	Phenol, pentachloro-	8040	5
			8270	50
Phenacetin	62-44-2	Acetamide, N-(4-ethoxyphenl)	8270	20
Phenanthrene	85-01-8	Phenanthrene	8100	200
			8270	10
Phenol	108-95-2	Phenol	8040	1
p-Phenylenediamine	106-50-3	1,4-Benzenediamine	8270	10
Phorate	298-02-2	Phosphorodithioic acid, 0,0-diethyl S-[(ethylthio)methyl] ester	8140	2
			8141	0.5
			8270	1

—Continued

Common Name [3]	CAS RN [3]	Chemical abstracts service index name [4]	Suggested methods [5]	PQL (µg/L) [6]
Polychlorinated biphenyls; PCBs; Aroclors	See Note 9	1,1'-Biphenyl, chloro derivatives	8080	50
			8270	200
Pronamide	23950-58-5	Benzamide, 3,5-dichloro-N-(1,1-dimethyl-2-propynyl)-	8270	10
Propionitrile; Ethyl cyanide	107-12-0	Propanenitrile	8015	60
			8260	150
Pyrene	129-00-0	Pyrene	8100	200
			8270	10
Safrole	94-59-7	1,3-Benzodioxole, 5-(2-propenyl)-	8270	10
Selenium	(Total)	Selenium	6010	750
			7740	20
			7741	20
Silver	(Total)	Silver	6010	70
			7760	100
			7761	10
Silvex; 2,4,5-TP	93-72-1	Propanoic acid, 2-(2,4,5-trichlorophenoxy)-	8150	2
Styrene	100-42-5	Benzene, ethenyl-	8020	1
			8021	0.1
			8260	10
Sulfide	18496-25-8	Sulfide	9030	4000
2,4,5-T; 2,4,5-Trichlorophenoxyacetic acid	93-76-5	Acetic acid, (2,4,5-trichlorophenoxy)-	8150	2
1,2,4,5-Tetrachlorobenzene	95-94-3	Benzene, 1,2,4,5-tetrachloro-	8270	10
1,1,1,2-Tetrachloroethane	630-20-6	Ethane, 1,1,1,2-tetrachloro-	8010	5
			8021	0.05
			8260	5
1,1,2,2-Tetrachloroethane	79-34-5	Ethane, 1,1,2,2-tetrachloro-	8010	0.5
			8021	0.1
			8260	5
Tetrachloroethylene; Tetrachloroethene; Perchloroethylene	127-18-4	Ethene, tetrachloro-	8010	0.5
			8021	0.5
			8260	5
2,3,4,6-Tetrachlorophenol	58-90-2	Phenol, 2,3,4,6-tetrachloro-	8270	10
Thallium	(Total)	Thallium	6010	400
			7840	1000
			7841	10
Tin	(Total)	Tin	6010	40
Toluene	108-88-3	Benzene, methyl-	8020	2
			8021	0.1
			8260	5
o-Toluidine	95-53-4	Benzenamine, 2-methyl-	8270	10
Toxaphene	See Note 10	Toxaphene	8080	2
1,2,4-Trichlorobenzene	120-82-1	Benzene, 1,2,4-trichloro-	8021	0.3
			8120	0.5
			8260	10
			8270	10
1,1,1-Trichloroethane; Methylchloroform	71-55-6	Ethane, 1,1,1-trichloro-	8010	0.3
			8021	0.3
			8260	5
1,1,2-Trichloroethane	79-00-5	Ethane, 1,1,2-trichloro-	8010	0.2
			8260	5
Trichloroethylene; Trichloroethene	79-01-6	Ethene, trichloro-	8010	1
			8021	0.2
			8260	5
Trichlorofluoromethane; CFC-11	75-69-4	Methane, trichlorofluoro-	8010	10
			8021	0.3
			8260	5
2,4,5-Trichlorophenol	95-95-4	Phenol, 2,4,5-trichloro-	8270	10
2,4,6-Trichlorophenol	88-06-2	Phenol, 2,4,6-trichloro-	8040	5
			8270	10
1,2,3-Trichloropropane	96-18-4	Propane, 1,2,3-trichloro-	8010	10
			8021	5
			8260	15
0,0,0-Triethyl phosphorothioate	126-68-1	Phosphorothioic acid, 0,0,0-triethylester	8270	10
sym-Trinitrobenzene	99-35-4	Benzene, 1,3,5-trinitro-	8270	10
Vanadium	(Total)	Vanadium	6010	8
			7910	2000
			7911	40
Vinyl acetate	108-05-4	Acetic acid, ethenyl ester	8260	50
Vinyl chloride; Chloroethene	75-01-4	Ethene, chloro-	8010	2
			8021	0.4
			8260	10
Xylene (total)	See Note 11	Benzene, dimethyl-	8020	5
			8021	0.2
			8260	5
Zinc	(Total)	Zinc	6010	20
			7950	50
			7951	0.5

Notes

[1] The regulatory requirements pertain only to the list of substances; the right hand columns (Methods and POL) are given for informational purposes only. See also footnotes 5 and 6.

[2] Common names are those widely used in government regulations, scientific publications, and commerce; synonyms exist for many chemicals.

[3] Chemical Abstracts Service registry number. Where "Total" is entered, all species in the ground water that contain this element are included.

[4] CAS Index are those used in the 9th Collective Index.

[5] Suggested Methods refer to analytical procedure numbers used in EPA Report SW-846 "Test Methods for Evaluating Solid Waste", third edition, November 1986, as revised, December 1987. Analytical details can be found in SW-846 and in documentation on file at the agency. CAUTION: The methods listed are representative SW-846 procedures and may not always be the most suitable method(s) for monitoring an analyte under the regulations.

[6] Practical Quantitation Limits (POLs) are the lowest concentrations of analytes in ground waters that can be reliably determined within specified limits of precision and accuracy by the indicated methods under routine laboratory operating conditions. The POLs listed are generally stated to one significant figure. POLs are based on 5 mL samples for volatile organics and 1 L samples for semivolatile organics. CAUTION: The POL values in many cases are based only on a general estimate for the method and not on a determination for individual compounds; POLs are not a part of the regulation.

[7] This substance is often called Bis(2-chloroisopropyl) ether, the name Chemical Abstracts Service applies to its noncommercial isomer, Propane, 2,2'-oxybis[2-chloro- (CAS RN 39638-32-9).

[8] Chlordane: This entry includes alpha-chlordane (CAS RN 5103-71-9), beta-chlordane (CAS RN 5103-74-2), gamma-chlordane (CAS RN 5566-34-7), and constituents of chlordane (CAS RN 57-74-9 and CAS RN 12789-03-6). POL shown is for technical chlordane. POLs of specific isomers are about 20 µg/L by method 8270.

[9] Polychlorinated biphenyls (CAS RN 1336-36-3); this category contains congener chemicals, including constituents of Aroclor 1016 (CAS RN 12674-11-2), Aroclor 1221 (CAS RN 11104-28-2), Aroclor 1232 (CAS RN 11141-16-5), Aroclor 1242 (CAS RN 53469-21-9), Aroclor 1248 (CAS RN 12672-29-6), Aroclor 1254 (CAS RN 11097-69-1), and Aroclor 1260 (CAS RN 11096-82-5). The POL shown is an average value for PCB congeners.

[10] Toxaphene: This entry includes congener chemicals contained in technical toxaphene (CAS RN 8001-35-2), i.e., chlorinated camphene.

[11] Xylene (total): This entry includes o-xylene (CAS RN 96-47-6), m-xylene (CAS RN 108-38-3), p-xylene (CAS RN 106-42-3), and unspecified xylenes (dimethylbenzenes) (CAS RN 1330-20-7). POLs for method 8021 are 0.2 for o-xylene and 0.1 for m- or p-xylene. The POL for m-xylene is 2.0 µg/L by method 8020 or 8260.

TABLE 1.—ADDITIONS TO APPENDIX II

Common name	CAS RN
2-Chloroethyl ethyl ether	628-34-2
m-Cresol; 3-Methylphenol	108-39-4
Diallate	2303-16-4
cis-1,2-Dichloroethylene	156-59-2
1,3-Dichloropropene; Trimethylene dichloride	142-28-9
2,2-Dichloropropane; Isopropylidene chloride	594-20-7
1,1-Dichloropropene	563-58-6
Dimethoate	60-51-5
Endosulfan sulfate	1031-07-8
Ethyl methanesulfonate	62-50-0
p-Phenylenediamine	106-50-3
o-Toluidine	95-53-4
O,O,O-Triethyl phosphorothioate	126-68-1
sym-Trinitrobenzene	99-35-4

TABLE 2.—DELETIONS FROM APPENDIX II

Common name	CAS RN
Allyl alcohol	107-18-6
Aluminum	7429-90-5
Aniline	62-53-3
Benzidine	92-87-5
Benzoic acid	65-85-0
p-Benzoquinone	106-51-4
Calcium	7440-43-9
2-Chloroethyl vinyl ether	110-75-8
3-Chloropropionitrile	542-76-7
Dibenzo[a,i]pyrene	189-55-9
Dibenzo[a,e]pyrene	192-65-4
Dibenzo[a,h]pyrene	189-64-0
Dibenzofurans (tetra-, penta-, and hexachlorodibenzofurans)	132-64-9
1,4-Dioxane	123-91-1
3,3'-Dimethoxybenzidine	119-90-4
alpha,alpha-Dimethylphenethylamine	122-09-8
1,2-Diphenylhydrazine	122-66-7
Ethylene oxide	75-21-8
Fluoride	16984-48-8
Hexachlorophene	70-30-4
Iron	7439-89-6
Magnesium	7439-39-4
Malononitrile	109-77-3
Manganese	7439-96-5

TABLE 2.—DELETIONS FROM APPENDIX II—Continued

Common name	CAS RN
4,4'-Methylenebis(2-chloroaniline)	101-14-4
N-Nitrosomorpholine	59-89-2
Osmium	7440-04-2
Pentachloroethane	76-01-7
2-Picoline	109-06-8
Potassium	7440-09-7
2-Propyn-1-ol; Propargyl alcohol	107-19-7
Pyridine	110-86-1
Resorcinol	108-46-3
Sodium	7440-23-5
2,3,7,8-Tetrachlorodibenzo-p-dioxin	1746-01-6
Tetraethyl dithiopyrophosphate; Sulfotepp	3689-24-5
Thiophenol; Benzenethiol	108-98-5
Trichloromethanethiol	75-70-7
Tris(2,3-dibromopropyl) phosphate	126-72-7

Appendix B. SAMPLING AND ANALYSIS PLAN

A sampling and analysis plan is included to insure that the water monitoring plan is carried out in a prudent manner. The purpose of this plan is to optimize the accuracy and validity of the collected samples and resulting analysis. The elements of this plan include: presampling procedures; monitoring well purging; sample collection procedures and preservation; chain-of-custody control; and both field and laboratory quality assurance/quality control. The personnel who will implement the water monitoring plan for Metro shall, at a minimum, be required to adhere to the program described in this sampling and analysis plan.

LEACHATE AND GROUND WATER MONITORING WELLS

I. Presampling Procedures.

Several processes shall be undertaken and information collected prior to purging and sampling of a monitoring well.

A. Decontamination of Equipment

1. All equipment that will be placed within the well casing will be cleaned prior to use on the site and after use at each monitoring well.

2. Decontamination of non-dedicated sampling and monitoring equipment shall use the following procedure: wash with a non-phosphate laboratory grade detergent; rinse with tap water and distilled water; and let air dry.

3. Sample containers shall be decontaminated according to Section III.B.10.

B. Static Water Level Elevation

1. Measurements shall be taken from an established reference point on the well. The reference point shall be:

   a. established by licensed surveyor to an established National Geodetic Vertical Datum (NGVD);

   b. periodically re-surveyed;

   c. permanent and easily identified; and

   d. located on the top of the well casing with the locking cap removed.

2. Measurements in all wells for each hydrogeological unit shall be performed as close to low tide as is feasible, and the time of day of each measurement will be recorded.

3. Equipment used shall be sufficiently sensitive so that a measurement to $\pm$ 0.01 foot can be obtained reliably. The equipment shall:

   a. be constructed of inert materials;
   b. be the same water level indicator used to measure levels in all wells; and
   c. be a steel tape or preferably be a electronic device, which has been decontaminated.

C. Total Depth of the Well

1. Measurements shall be taken from an established reference point on the well. The reference point shall be located as described above for static water level elevations.

2. Equipment used shall be sufficiently sensitive so that a measurement to ± 0.01 foot can be obtained reliably. The equipment shall:

   a. be constructed of inert materials;
   b. be the same depth level indicator used to measure depths in all wells; and
   c. preferably be a project-dedicated steel tape.

D. Air Monitoring

1. If needed, the air above the well head shall be monitored for an explosive and toxic environment including but not limited to, methane, hydrogen sulfide, and carbon monoxide.

2. Personal protective equipment and safety procedures shall be suitable to meet health and safety regulations.

E. Documentation

1. A field logbook shall be maintained. Field measurements, procedures, and observations shall be recorded. Copies shall be submitted to Metro with laboratory sample analysis results.

II. Monitoring Well Purging

Standing water in the well and filter pack shall be removed so that formation water can replace the stagnant well water. The equipment used for purging the monitoring wells shall minimize the introduction of contamination into the well. Adherence to a proper procedure should allow for the extraction of a water quality sample representative of the in-situ groundwater.

A. Purging Equipment

1. The equipment used will be:

   a. a positive-gas-displacement, fluorocarbon resin bladder pump; or
   b. a fluorocarbon resin or stainless steel bottom-emptying bailer.
   c. Where the use of the above devices is not feasible, a peristaltic pump, gas-lift pump, centrifugal pump, or venture pump will be utilized.

2. Twenty-four (24) hours will be allowed for the well water to stabilize prior to sampling.

3. Measures will be taken to prevent contact between surface soils and the purging equipment and lines.

4. The equipment and methods used for purging the individual wells shall be consistently used for each well for the life of the monitoring plan.

B. Purging Procedure

1. Well Volume Calculation

   Prior to purging, the volume of water in the well shall be calculated using the following formula:

   CASING VOLUME = $D^2 \times 0.0055 \times (TD - DTW)$, where:
   D = Diameter of the well casing (in),
   TD = Total Depth of Well (ft) from top of casing, and
   DTW = Depth To Water (ft) from top of casing

2. Purging of Low Yielding Wells (incapable of yielding three casing volumes with continuous bailing)

   a. Purge the well dry once, at a rate that does not cause recharge water to be excessively agitated.

   b. The procedure and all readings shall be recorded in the field logbook.

3. Purging of High Yielding Wells (wells capable of yielding three casing volumes with continuous bailing).

   a. Purge the well of a minimum of three casing volumes prior to sampling at a rate that does not cause recharge water to be excessively agitated.

   b. The procedure and all readings shall be recorded in the field logbook.

4. Disposal of Purged Monitoring Well Water.

   a. Water removed from landfill perimeter and offsite groundwater monitoring wells may be disposed of on the surrounding ground unless the well water has been previously shown to contain toxic substances at concentrations above the Maximum Contaminant Levels for drinking water.

   b. Water removed from interior leachate monitoring wells and from monitoring wells previously shown to contain toxic substances at concentration above the Maximum Contaminant Levels shall be deposited in the leachate pump station wet well.

C. Documentation

1. A field logbook shall be maintained. Measurements and procedures shall be recorded. Copies shall be submitted to Metro with laboratory sample analysis results.

III. Sample Collection Procedures and Preservation.

Alteration of the physical and chemical characteristics of the water sample shall be minimized during the sampling process. Adherence to proper protocol should result in delivery to the laboratory of a water quality sample representative of the *in situ* ground water. Sampling of wells shall occur at least 24 hours after purging of wells to allow the wells to stabilize.

A. Sampling Equipment

1. Sampling bailers dedicated to each individual monitoring well will be used. The bailers will be either PVC, fluorocarbon resin, or stainless steel and have bottom emptying valves. Currently, dedicated PVC bailers are being used for purging and sampling.

2. The chain/cable used to lower and raise the bailers will be an inert material. (e.g., polypropylene cord, fluorocarbon resin-coated wire, single strand stainless steel wire, monofilament). Currently, dedicated polypropylene cord is being used.

B. Sample Collection

1. The sampling bailer shall be slowly immersed into the well water;

2. Contents of the bailer shall be slowly emptied directly into the sample container in a manner that minimizes agitation and aeration of the sample;

3. Containers are filled with zero headspace to minimize loss of volatiles. Containers of samples for heavy metal analysis shall not be allowed to overflow;

4. Samples will be collected and containerized in the order of the decreasing volatilization sensitivity of the parameters of interest. In general, the order is as listed below:

   Volatile organics (VOA)
   Purgeable organic carbon (POC)
   Purgeable organic halogens (POX)
   Total organic halogens (TOX)
   Total organic carbon (TOC)
   Extractable organics
   Total recoverable metals
   Dissolved metals
   Phenols
   Cyanide
   Sulfate and chloride
   Turbidity
   Nitrate and ammonia
   Radionuclides

5. Types of sample containers used are dependent on the parameters of interest and are listed in Table 1.

6. Preservation procedures that will be observed are dependent on the parameters of interest and are listed in Table 1. In most cases samples should be immediately stored in a chest of ice.

7. Dissolved metals samples shall be filtered and preserved immediately in the field.

   a. Use a separate 0.45 micron membrane filter for each sample; and

   b. Develop a standard written procedure and equipment list.

8. The sample containers shall be:

   a. cleaned in the laboratory based on the analyte of interest.

      (1) Metals - wash with nonphosphate detergent and tap water; rinse with (1:1) nitric acid, tap water, (1:1) hydrochloric acid, tap water, and Type II water

      (2) Organics - wash with nonphosphate detergent in hot water, rinse with tap water, distilled water, acetone, and pesticide-quality hexane

   b. verified in the laboratory for cleanliness.

9. Chemically unstable parameters will only be determined in the field using a test probe or a field test kit as soon as possible after the sample is collected.

   a. These parameters include:

      (1) temperature
      (2) specific conductance
      (3) pH
      (4) dissolved oxygen

   b. A sample not intended for laboratory analysis shall be used for field readings.

   c. Calibration of any *in situ* or field test probes will be performed twice each day of use according to the manufacturers' specifications and in accordance with EPA, Test Methods for Evaluating Solid Waste - Physical/Chemical Methods, SW-846. A log book shall be used to document all calibration results.

10. Decontamination of Equipment

   a. Prior to use at each well, all test probes that will be placed within the well casing will be cleaned initially and after each use.

   b. Non-dedicated equipment shall be decontaminated using the following procedure: wash with a non-phosphate detergent; rinse with tap water and distilled water; and let air dry.

C. Documentation

1. A field logbook shall be maintained as specified in Section IV. Measurements and procedures shall be recorded. Copies shall be submitted to Metro with laboratory sample analysis results.

IV. Chain of Custody Control

The tracing of the sampling methodologies, the sample possession and sample handling from the time of field laboratory analysis shall be possible with the proper documentation.

A. Field Log

A field logbook will be maintained, including the following information:

Identification of well
Well depth
Static water level depth and measurement technique
Purge volume and pumping rate, if applicable
Time well purged
Well evacuation procedure/equipment, if varies from the sampling/analysis plan
Sample withdrawal procedure/equipment, if varies from the sampling/analysis plan
Date and time of collection
Sampling sequence of samples per well, if varies from the sampling/analysis plan
Preservative(s) used, if varies from the sampling/analysis plan
Field analysis data
Sample distribution and transporter, if unusual
Field observations on sampling event, including:
  Unusual well recharge rates
  Equipment malfunction(s)
  Possible sample contamination
Name(s) of collector(s)
Climatic conditions
Documentation of date, procedure, and maintenance for equipment calibration
Documentation of any deviations from plan approved procedures due to differing or unanticipated site conditions

B. Sample Labels

1. Sample labels shall include a unique sample identification for each sample and provide the following information:

   a. location is St. Johns Landfill
   b. date & time of collection
   c. collector's name
   d. sample test parameter

2. The sample label shall not provide an indication of whether the sample is a quality assurance/quality control sample such as a field blank or duplicate sample.

3. The sample labels shall be marked with permanent waterproof ink.

C. Sample seals shall be placed on the shipping or individual sample containers, if directed by Metro.

D. Chain-of-Custody Record

1. Shall accompany each sample.

2. Shall include the identification number for each sample and provide the following information:

   a. date & time of collection
   b. sample matrix type
   c. number of containers
   d. sample test parameters requested
   e. signatures of all persons involved in the chain-ofpossession, including field, office, and laboratory personnel
   f. inclusive dates of possession

E. Sample Analysis Request Sheet

1. Shall accompany each sample delivered to the laboratory

2. Shall provide the following information:
   a. name of person receiving the sample
   b. date of sample receipt
   c. laboratory sample identification number (may be different than field identification number)
   d. analysis to be performed

F. Laboratory Logbook

1. Shall be maintained a minimum of three (3) years to document the sample processing steps

2. Shall provide the following information:

   a. sample preparation technique (e.g., extraction)
   b. analytical procedures/instrumental methods
   c. experimental conditions

3. Shall be available for review and duplication by Metro representatives for a reasonable period after testing per a written agreement with Metro

V. Field Quality Assurance/Quality Control

The field QA/QC program helps to insure the reliability and validity of the gathered field samples and data. The field QA/QC program consists of carefully following all of the procedures above and recording any unavailable changes. QA/QC samples help assess the validity of the information gained from the field samples. All QA/QC samples shall be coded such that their identity as QA/QC samples is unknown to the analytical laboratory.

A. If a sampling contractor is used, a field quality assurance plan shall be submitted to Metro by the sampling contractor prior to start of the field sampling program.

B. Transport Blanks

1. Transport blanks shall be prepared and analyzed per sampling event if volatile or extractable organics are to be tested;

2. Containers shall be filled at the laboratory with Type II reagent grade water transported and stored with the sample containers, and transported from the sampling site to the laboratory with the sample containers. At no time are these trip blank containers opened or exposed.

3. Transport blanks shall be given a unique identification number, transported, processed, and analyzed at the laboratory like a sample

C. Equipment (Field) Blanks

1. Equipment (field) blanks shall be collected when non-dedicated sampling equipment is used. Date, time, location, and exact procedure used to prepare the equipment blank shall be recorded in the log book.

2. Collection frequency shall be at least one per day or one per ten samples.

3. Equipment (field) blanks shall uniquely identified, transported, processed, and analyzed at the laboratory like a sample.

D. Field Duplicates

1. Field duplicates shall be two samples collected simultaneously or collected one after the other (co-sampled) and shall be analyzed for all parameters;

2. Collection frequency shall be at least one per ten sample locations; and

3. Field duplicates shall be given a unique identification number, transported, processed, and analyzed at the laboratory like a sample

E. Field Measurement Equipment

1. Field measurement equipment shall be calibrated prior to field use; and
2. Field measurement equipment shall be recalibrated in the field twice per day

VI. Laboratory Quality Assurance/Quality Control

The laboratory QA/QC program shall insure the reliability and validity of the sample data. The results from the laboratory QC samples shall be used as a measure of performance or as an indicator of potential sources of cross-contamination. They will be submitted to Metro with the monitoring test results. At a minimum the following shall be included:

A. Laboratory Quality Assurance Plan

1. Shall be submitted in writing to Metro by the laboratory that will perform the sample analysis prior to the start of the field sampling program.

2. Shall include routine equipment calibration procedures to standards of known concentration on a schedule appropriate for the analytes of concern and analytical methods used.

3. Shall include sample analytical methods and results, of laboratory QC samples including blanks,

duplicates, and matrix spikes on a schedule appropriate for the analytes of concern. Water samples shall be spiked to a concentration not more than 10 times the drinking water standard (MCL).

4. Shall report percent recovery of surrogate spikes and matrix spikes in each sample analyzed for organic analytes.

5. Shall include the methods for preparing all sample containers and trip blanks. These shall be of equal or better quality to those listed in this water monitoring sampling and analysis plan.

B. Analytical Laboratory

1. Shall analyze all samples within the specified holding time limit of the analyte(s) of concern. Date of receipt and date of test will be noted on report.

2. Shall report the analytical method(s) used and the method detection limits (MDLs) or method reporting limits (MRLs)and the primary or secondary drinking water Maximum Contaminant (MCL), as applicable, with the laboratory data reports.

3. Shalll use only RCRA or EPA equipment or methods for surface and groundwater samples [SW 846 or 40 CFR 136].

4. Shall achieve Method Detection or Reporting Limits (and practical quantitation limits, if any) which must be met by laboratories participating in the EPA Contract Laboratory program.

SURFACE WATER AND ASSOCIATED SAMPLES

I. Presampling Procedure.

A. Decontamination of Equipment

1. All equipment will be decontaminated prior to use at each sampling location and after each use.

2. Non-dedicated sampling and monitoring equipment shall be decontaminated using the following procedure or equivalent: wash with a non-phosphate laboratory grade detergent; rinse with tap water and distilled water; and let air dry.

3. Sample containers shall be decontaminated according to Section II.D.

II. Sample Collection Procedure.

A. Water Column Sampling

1. Grab samples will be collected at each monitoring location at approximately 6 inches below the water surface.

2. Grab samples shall be collected in a manner which minimizes the risk that the sample will contain floating oil or debris, or water which has touched the hands, outside of the sample container, the boat, the motor, and its combustion products. Collecting the sample in an upstream direction will usually minimize the risks.

3. Chemically unstable parameters will only be measured in the field. These parameters include: temperature, specific conductance, pH, and dissolved oxygen.

B. Sediment Sampling

1. Samples shall be collected from the top six inches or less, utilizing a standard sampler. Caution shall be exerted to prevent sample contamination from the sampler.

   a. Metals - utilize plastic sampler and a decontaminated plastic spoon
   b. Organics - utilize metal sampler and a decontaminated stainless steel spoon

C. Sample Preservation

1. Sample preservation procedures shall be equivalent to groundwater preservation methods addressed in Table 1. In most cases samples should be stored in a chest of ice as soon as feasible. Maximum holding time for bacteria testing is 30 hours.

2. Any modifications to preparation and preservation of the sample for laboratory analysis will be as prescribed by DEQ.

D. Sample Containers

1. Type of sample containers used are dependent on the parameters of interest and are listed in Table 1.

2. Sample containers shall be cleaned in the laboratory using the following procedure:

   a. Bacteria test sample containers - wash with a nonphosphate detergent, rinse with tap water, rinse with distilled water, and sterilize in an autoclave or oven.

   b. Non-bacteria test sample containers - wash with laboratory grade nonphosphate detergent in hot water, rinse with tap water, distilled water, acetone, and pesticide-quality hexane.

3. Cleanliness of the sample containers will be verified by the laboratory.

E. Documentation

1. A field logbook shall be maintained as specified in Section IV, below. Measurements and procedures shall be recorded. Copies shall be submitted to Metro with laboratory sample analysis results.

III. Sample Collection Procedure - Biological Sampling

A. Fish and Invertebrate

1. Edible portions of the sample fish and the crayfish shall be removed using an acid-washed stainless steel filet knife;

2. One composite sample of at least 100 grams of tissue shall be collected for each species sample; and

3. Each sample shall be placed in a clean sample jar and frozen prior to transport and analysis at the laboratory.

IV. Chain of Custody Control Program

The tracing of the sampling methodologies, the sample possession and sample handling from the time of field collection through laboratory analysis shall be possible with the proper documentation. Elements of the program include, field logbook, sample labels, sample seals, chain-of-custody records, sample analysis, request sheet, and laboratory logbook. The documentation and chain of custody program for the surface water monitoring shall be equivalent to the well monitoring chain of custody control program, Section IV, with the omission of references to monitoring wells.

V. Field Quality Assurance/Quality Control Program

The field QA/QC program shall insure the reliability and validity of the gathered field samples and data. Elements of the program include a field quality assurance plan, transport blanks, equipment blanks, field duplicates, spiked samples, and field measurement equipment protocol. The field QA/QC program for the surface water monitoring shall be equivalent to the field QA/QC well monitoring program, section V.

VI. Laboratory Quality Assurance/Quality Control Program

The laboratory QA/QC program shall insure the reliability and validity of the sample data. The results from the QC samples shall be used as a measure of performance or as an indicator of potential sources of cross-contamination. These results will be submitted to DEQ with the surface water monitoring sample results. The laboratory QA/QC program for surface water monitoring shall be equivalent to the QA/QC well monitoring program, Section VI.

STORMWATER

I. Presampling Procedure

A. Decontamination of Equipment

1. All equipment will be cleaned prior to use at each sampling location and after each use.

2. Equipment shall be decontaminated using a procedure equivalent to the surface water decontamination procedure.

3. Sample containers shall be decontaminated according to Section II,D.

II. Sample Collection Procedure

A. Grab Samples (routinely collected)

Grab samples shall be collected beneath the water surface during the first 30 minutes of a storm. event.

B. Flow-weighted Composite Samples (if collected)

1. Shall be collected for the entire discharge or for the first three hours of discharge, whichever is less;

2. Sampling may be continuous or may be a composite of a minimum of three sample aliquots per hour of discharge; and

3. Sampling equipment will include:

a. Parshall flumes at sediment basin outlets

b. automatic proportional sampling device connected to a flow measurement device and programmed (either variable time interval or variable volume) such that the volume of one composite sample is proportional to stormwater flow during the sampling period.

C. Sample Preservation

1. Sample container types, holding times, sampling volumes, and preservation procedures shall be equivalent to groundwater preservation methods addressed in Table 1 and Table 3.

2. Maximum holding time for fecal colilform and fecal streptococcus bacteria is 30 hours[1].

D. Sample container types and methods for cleaning depend on the test parameter of interest and shall be equivalent to the type and methods utilized for surface water sample containers, Section II.D, Table 1, and Table 3.

E. Chemically unstable parameters will only be determined in the field including temperature and specific conductance as per procedures addressed in ground water monitoring sample collection, section III.A.9.

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[1]3/91, Dianna Coulter, Public Health Laboratory, OSHD, personal communication with Dennis O'Neil, Metro.

III. Chain of Custody Control Program

The chain of custody program for the stormwater monitoring shall be equivalent to the well monitoring chain of custody program, section IV.

IV. Field Quality Assurance/Quality Control Program

The field QA/QC program for the stormwater monitoring program shall be equivalent to the field QA/QC program for the well monitoring program, Section V.

V. Laboratory Quality Assurance/Quality Control Program

The laboratory QA/QC program for the stormwater monitoring program shall be equivalent to the laboratory QA/QC program for the well monitoring program, Section VI.

LEACHATE SYSTEM DISCHARGE

I. Presampling Procedure.

Sampling equipment shall be decontaminated as addressed in the surface water decontamination of equipment section, I.A.

II. Sample Collection Procedure.

Sampling procedures shall meet the City of Portland discharge permit #400-018 conditions, Schedule B (included in main text of the water monitoring plan).

A. Grab and composite samples shall be collected from Isco sampler at the landfill bridge.

B. Sample container types and methods for cleaning depend on the test parameter of interest and are similar to the type and methods utilized for surface water sample containers, Section II,D.

C. Chemically unstable parameters will be determined in the field including pH as per procedures addressed in ground water monitoring sample collection, section III.B.9, Table 1, and Table 3.

III. Chain of Custody Control Program

The chain of custody program for the leachate monitoring shall be equivalent to the well monitoring chain of custody program, Section IV.

IV. Field Quality Assurance/Quality Control Program

The field QA/QC program for the leachate monitoring program shall be equivalent to the field QA/QC program for the well monitoring program, Section V.

V. Laboratory Quality Assurance/Quality Control Program

The laboratory QA/QC program for the leachate monitoring program shall be equivalent to the laboratory QA/QC program for the well monitoring program, Section VI.

TABLE 1

SAMPLING AND PRESERVATION PROCEDURES FOR DETECTION MONITORING[a]

Parameter	Recommended Container[b]	Preservative	Maximum Holding Time	Minimum Volume Required for Analysis
Indicators of Ground-Water Contamination[c]				
pH	T, P, G	Field determined	None	~~0-25 ml~~ 100-150 ml*
Specific conductance	T, P, G	Field determined	None	~~100 ml~~ 250 ml*
TOC	G, amber, T-lined cap[e]	Cool 4°C,[d] HCl to pH <2	28 days	4 x 15 ml
TOX	G, amber, T-lined septa or caps	Cool 4°C, add 1 ml of 1.1M sodium sulfite	7 days	4 x 15 ml
Ground-Water Quality Characteristics				
Chloride	T, P, G	4°C	28 days	50 ml
Iron Manganese Sodium	T, P	Field acidified to pH <2 with HNO_3	6 months	200 ml
Phenols	G	4°C/H_2SO_4 to pH <2	28 days	500 ml
Sulfate	T, P, G	Cool, 4°C	28 days	50 ml
EPA Interim Drinking Water Characteristics				
Arsenic Barium Cadmium Chromium Lead Mercury Selenium Silver	T, P Dark Bottle	Total Metals Field acidified to pH <2 with HNO_3 Dissolved Metals 1. Field filtration (0.45 micron) 2. Acidify to pH <2 with HNO_3	6 months 6 months	1,000 ml 1,000 ml
Fluoride	T, P	Cool, 4°C	28 days	300 ml
Nitrate/Nitrite	T, P, G	4°C/H_2SO_4 to pH <2	14 days	1,000 ml

(Continued)

Source: RCRA Ground-Water Monitoring Technical Enforcement Guidance Document September, 1986

*Requested by DEQ

TABLE 1
(cont.)

SAMPLING AND PRESERVATION PROCEDURES FOR DETECTION MONITORING

Parameter	Recommended Container[b]	Preservative	Maximum Holding Time	Minimum Volume Required for Analysis
Endrin Lindane Methoxychlor Toxaphene 2,4 D 2,4,5 TP Silvex	T, G	Cool, 4°C	7 days	2,000 ml
Radium Gross Alpha Gross Beta	P, G	Field acidified to pH <2 with HNO_3	6 months	1 gallon
Coliform bacteria	PP, G (sterilized)	Cool, 4°C	6 hours	200 ml
	Other Ground-Water Characteristics of Interest			
Cyanide	P, G	Cool, 4°C, NaOH to pH >12. 0.6 g ascorbic acid[f]	14 days[g]	500 ml
Oil and Grease	G only	Cool, 4°C H_2SO_4 to pH <2	28 days	100 ml
Semivolatile, nonvolatile organics	T, G	Cool, 4°C	14 days	60 ml
Volatiles	G, T-lined	Cool, 4°C	14 days	60 ml

[a]References: Test Methods for Evaluating Solid Waste - Physical/Chemical Methods. SW-846 (2nd edition, 1982).
Methods for Chemical Analysis of Water and Wastes. EPA-600/4-79-020.
Standard Methods for the Examination of Water and Wastewater. 16th edition (1985).

[b]Container Types:
P = Plastic (polyethylene)
G = Glass
T = Fluorocarbon resins (PTFE, Teflon®, FEP, PFA, etc.)
PP = Polypropylene

(Continued)

TABLE 1
(cont.)

SAMPLING AND PRESERVATION PROCEDURES FOR DETECTION MONITORING

[c]Based on the requirements for detection monitoring (§265.93), the owner/operator must collect a sufficient volume of ground water to allow for the analysis of four separate replicates.

[d]Shipping containers (cooling chest with ice or ice pack) should be certified as to the 4°C temperature at time of sample placement into these containers. Preservation of samples requires that the temperature of collected samples be adjusted to the 4°C immediately after collection. Shipping coolers must be at 4°C and maintained at 4°C upon placement of sample and during shipment. Maximum-minimum thermometers are to be placed into the shipping chest to record temperature history. Chain-of-custody forms will have Shipping/Receiving and In-transit (max/min) temperature boxes for recording data and verification.

[e]Do not allow any head space in the container.

[f]Use ascorbic acid only in the presence of oxidizing agents.

[g]Maximum holding time is 24 hours when sulfide is present. Optionally, all samples may be tested with lead acetate paper before the pH adjustment in order to determine if sulfide is present. If sulfide is present, it can be removed by addition of cadmium nitrate powder until a negative spot test is obtained. The sample is filtered and then NaOH is added to pH 12.

TABLE 2
Field Standard and Sampling Spiking Solutions

Sample Type	Volume	Composition	Field Standard (Concentration)	Stock Solution for Field Spike of Split Samples: Solvent	Concentration of Components	Field Spike Volume
Alkalinity	50 mL	Na^+, HCO_3^-	10.0; 25 (ppm)	H_2O	10,000; 25,000 (ppm)	(50 µL)
Anions	1 L	K^+, Na^+, Cl^-, SO_4^{--}, F^-, NO_3^-, $PO_4^{\equiv}$, Si	25, 50 (ppm)	H_2O	25,000; 50,000 (ppm)	(1 mL)
Cations	1 L	Na^+, K^+, Ca^{++}, Mg^{++}, Cl^-, NO_3^-	5.0; 10.0 (ppm)	H_2O, H^+ (acid)	5,000; 10,000 (ppm)	(1 mL)
Trace Metals	1 L	Cd^{++}, Cu^{++}, Pb^{++}, Cr^{+++}, Ni^{++}, Ag^+, Fe^{+++}, Mn^{++}	10.0; 25.0 (ppm)	H_2O, H^+ (acid)	10,000; 25,000 (ppm)	(1 mL)
TOC	40 mL	Acetone KHP	0.2; 0.5 (ppm-C) 1.8; 4.5 (ppm-C)	H_2O	200; 500 (ppm-C) 1,800; 4,500 (ppm-C)	(40 µL)
TOX	50 mL	Chloroform 2,4,6 Trichlorophenol	12.5; 25 (ppb) 12.5; 25 (ppb)	H_2O/poly* (ethylene glycol)	12,500; 25 (ppm) 12,500; 25 (ppm)	(500 µL)
Volatiles	40 mL	Dichlorobutane, Toluene Dibromopropane, Xylene	25; 50 (ppb)	H_2O/poly* (ethylene glycol)	25; 50 (ppm)	(40 µL)
Extractables A	1 L	Phenol Standards	25; 50 (ppb)	Methanol**	25; 50 (ppm)	(1 mL)
Extractables B	1 L	Polynuclear Aromatic Standards	25; 50 (ppb)	Methanol	25; 50 (ppm)	(1 mL)
Extractables C	1 L	Standards as Required	25; 50 (ppb)	Methanol	25; 50 (ppm)	(1 mL)

*75:25 water/polyethylene glycol (400 amu) mixture.

**Glass distilled methanol.

Source: Barcelona et al., 1981.

TABLE 3

PARAMETER	RECOMMENDED CONTAINER	PRESERVATIVE	MAXIMUM HOLDING TIME	MINIMUM VOLUME
Suspended Solids	P, G	4°c	7 days	100
Biochemical Oxygen Demand	P, G	4°c	2 "	500
Chemical Oxygen Demand	P, G	4°c (H_2SO_4)	7 "	250
			(28 days)	
Total Phosphorus	P, G	4°c (H_2SO_4)	28 "	100
Dissolved Phosphorus	P, G	4°c (filtered)	2 "	100

Appendix C. COSTS

COST PROPOSAL FORM-Summary																				
p.1/5																				
Year:									1993				1994				1995			1996	TOTAL
SUMMARY (from following pages):																					
GROUNDWATER									94,193.00				111,151.00				111,151.00			111,151.00	427,646.00
SURFACE WATER									9,226.00				9,226.00				9,226.00			9,226.00	36,904.00
STORMWATER									3,480.00				3,480.00				3,480.00			3,480.00	13,920.00
SEDIMENT SAMPLING									1,314.00				1,314.00				1,314.00			1,314.00	5,256.00
BIOLOGICAL SAMPLING									1,542.00				3,084.00				3,084.00			2,570.00	10,280.00
LEACHATE COLLECTION SYSTEM									5,677.00				11,576.00				11,576.00			11,576.00	40,405.00
TOTAL									115,432.00				139,831.00				139,831.00			139,317.00	534,411.00

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COST PROPOSAL FORM (cont)																						
p 2/5																						
						1993	1993	1993	1993	1994	1994	1994	1994	1995	1995	1995	1995	1996	1996	1996	1996	Total
		Sample			Samples/	Freq/	Samples/		Total	Freq/	Samples/		Total	Freq/	Samples/		Total	Freq/	Samples/		Total	
	Method	Points	DupL	Blanks	Event	Year	Year	Unit Cost	Cost/yr	Year	Year	Unit Cost	Cost/yr	Year	Year	Unit Cost	Cost/yr	Year	Year	Unit Cost	Cost/yr	
GROUNDWATER																						
Leachate Indicators																						
Alkalinity, CaCO3	310.1	31	3		34	1	34	8.00	272.00	2	68	8.00	544.00	2	68	8.00	544.00	2	68	8.00	544.00	1,904.00
Ammonium, HN4-N	350.3	31	3		34	1	34	10.00	340.00	2	68	10.00	680.00	2	68	10.00	680.00	2	68	10.00	680.00	2,380.00
Bicarbonate, HCO3	SM2320B	31	3		34	1	34	5.00	170.00	2	68	5.00	340.00	2	68	5.00	340.00	2	68	5.00	340.00	1,190.00
Calcium (field filtered)	6010	31	3		34	1	34	6.00	204.00	2	68	6.00	408.00	2	68	6.00	408.00	2	68	6.00	408.00	1,428.00
Carbonate, CO3 (field filtered)	SM2320B	31	3		34	1	34	5.00	170.00	2	68	5.00	340.00	2	68	5.00	340.00	2	68	5.00	340.00	1,190.00
Chemical Oxygen Demand (COD)	410.2	31	3		34	1	34	20.00	680.00	2	68	20.00	1,360.00	2	68	20.00	1,360.00	2	68	20.00	1,360.00	4,760.00
Chloride (field filtered)	00.0 or 325.3	31	3		34	1	34	8.00	272.00	2	68	8.00	544.00	2	68	8.00	544.00	2	68	8.00	544.00	1,904.00
Conductivity	120.1	31	3		34	1	34	5.00	170.00	2	68	5.00	340.00	2	68	5.00	340.00	2	68	5.00	340.00	1,190.00
Hardness, CaCO2	6010	31	3		34	1	34	5.00	170.00	2	68	5.00	340.00	2	68	5.00	340.00	2	68	5.00	340.00	1,190.00
Iron (field filtered)	6010	31	3		34	1	34	6.00	204.00	2	68	6.00	408.00	2	68	6.00	408.00	2	68	6.00	408.00	1,428.00
Magnesium (field filtered)	6010	31	3		34	1	34	6.00	204.00	2	68	6.00	408.00	2	68	6.00	408.00	2	68	6.00	408.00	1,428.00
Manganese, dissolved (field filtered)	6010	31	3		34	1	34	6.00	204.00	2	68	6.00	408.00	2	68	6.00	408.00	2	68	6.00	408.00	1,428.00
Nitrate, as N (field filtered)	00.0 or 353.3	31	3		34	1	34	12.00	408.00	2	68	12.00	816.00	2	68	12.00	816.00	2	68	12.00	816.00	2,856.00
Phosphorus, dissolved	365.3	31	3		34	1	34	10.00	340.00	2	68	10.00	680.00	2	68	10.00	680.00	2	68	10.00	680.00	2,380.00
Potassium (field filtered)	6010	31	3		34	1	34	6.00	204.00	2	68	6.00	408.00	2	68	6.00	408.00	2	68	6.00	408.00	1,428.00
Sodium (field filtered)	6010	31	3		34	1	34	6.00	204.00	2	68	6.00	408.00	2	68	6.00	408.00	2	68	6.00	408.00	1,428.00
Sulfate, SO4 (field filtered)	00.0 or 375.4	31	3		34	1	34	10.00	340.00	2	68	10.00	680.00	2	68	10.00	680.00	2	68	10.00	680.00	2,380.00
Total Dissolved Solids (TDS)	160.1	31	3		34	1	34	8.00	272.00	2	68	8.00	544.00	2	68	8.00	544.00	2	68	8.00	544.00	1,904.00
Total Organic Carbon (TOC)	415.1	31	3		34	1	34	25.00	850.00	2	68	25.00	1,700.00	2	68	25.00	1,700.00	2	68	25.00	1,700.00	5,950.00
Total Suspended Solids (TSS)	160.2	31	3		34	1	34	8.00	272.00	2	68	8.00	544.00	2	68	8.00	544.00	2	68	8.00	544.00	1,904.00
Trace Metals (total recoverable, unfiltered)	EPA 6010,	31	3		34	1	34	87.00	2,958.00	2	68	87.00	5,916.00	2	68	87.00	5,916.00	2	68	87.00	5,916.00	20,706.00
	7470, 7421																					
	7081, 7741																					
Volatile Organic Compounds - Appendix I	EPA 8260	31	3	1	35	1	35	180.00	6,300.00	2	70	180.00	12,600.00	2	70	180.00	12,600.00	2	70	180.00	12,600.00	44,100.00
Volatile Organic Compounds - Other	EPA 8260	31	3	1	35	1	35	50.00	1,750.00	2	70	50.00	3,500.00	2	70	50.00	3,500.00	2	70	50.00	3,500.00	12,250.00
Herbicides	EPA 8150	9	1	1	11	1	11	95.00	1,045.00	1	11	95.00	1,045.00	1	11	95.00	1,045.00	1	11	95.00	1,045.00	4,180.00
Pesticides/PCBs	EPA 608	9	1	1	11	1	11	100.00	1,100.00	1	11	100.00	1,100.00	1	11	100.00	1,100.00	1	11	100.00	1,100.00	4,400.00
EPA Acid/Base Neutral Priority Pollutants	EPA 8270	9	1	1	11	1	11	390.00	4,290.00	1	11	390.00	4,290.00	1	11	390.00	4,290.00	1	11	390.00	4,290.00	17,160.00
SUBTOTAL									23,383.00				40,351.00				40,351.00				40,351.00	144,446.00
PHASE II Parameters (Appendix II)*																						
Metals	6010, 7470,						60	87.00	5,220.00		60	87.00	5,220.00		60	87.00	5,220.00		60	87.00	5,220.00	20,880.00
	7421, 7081,																					
	7741																					
Cyanide	9010						60	28.00	1,680.00		60	28.00	1,680.00		60	28.00	1,680.00		60	28.00	1,680.00	6,720.00
Sulfide	9030						60	30.00	1,800.00		60	30.00	1,800.00		60	30.00	1,800.00		60	30.00	1,800.00	7,200.00
Volatile Organics (60 Analytes)	8260						60	240.00	14,400.00		60	240.00	14,400.00		60	240.00	14,400.00		60	240.00	14,400.00	57,600.00
Semivolatile Organics (103 Analytes)	8270						60	450.00	27,000.00		60	450.00	27,000.00		60	450.00	27,000.00		60	450.00	27,000.00	108,000.00
Chlorinated Pesticides/PCBs (28 Analytes)	8080						60	100.00	6,000.00		60	100.00	6,000.00		60	100.00	6,000.00		60	100.00	6,000.00	24,000.00
Chlorinated Herbicides (4 Analytes)	8150						60	95.00	5,700.00		60	95.00	5,700.00		60	95.00	5,700.00		60	95.00	5,700.00	22,800.00
Organophosphorus Pesticides (9 Analytes)	8140						60	150.00	8,000.00		60	150.00	8,000.00		60	150.00	8,000.00		60	150.00	8,000.00	36,000.00
SUBTOTAL (Phase II only)									70,800.00				70,800.00				70,800.00				70,800.00	283,200.00
SUBTOTAL (All groundwater parameters)									94,193.00				111,151.00				111,151.00				111,151.00	427,646.00

*MS/MSD for Phase II organics charged as samples for sample sets of fewer than 6 samples

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COST PROPOSAL FORM (cont)																							
p.3/5																							
						1993	1993	1993	1993	1994	1994	1994	1994	1995	1995	1995	1995	1996	1996	1996	1996	Total
		Sample			Samples/		Samples/		Total	Freq/	Samples/		Total	Freq/	Samples/		Total	Freq/	Samples/		Total	
	Method	Locations	DupL	Blanks	Event	Freq/yr	year	Unit Cost	Cost/yr	Year	Year	Unit Cost	Cost/yr	Year	Year	Unit Cost	Cost/yr	Year	Year	Unit Cost	Cost/yr	
SURFACE WATER																						
Basics - BOD	405.1	9	1		9	2	18	20.00	360.00	2	18	20.00	360.00	2	18	20.00	360.00	2	18	20.00	360.00	1,440.00
Nutrients																						0.00
NO2-NO3		9	1		9	2	18	12.00	216.00	2	18	12.00	216.00	2	18	12.00	216.00	2	18	12.00	216.00	864.00
Total Kjeldahl Nitrogen (TKN)		9	1		9	2	18	18.00	324.00	2	18	18.00	324.00	2	18	18.00	324.00	2	18	18.00	324.00	1,296.00
Total Phosphorus		9	1		9	2	18	10.00	180.00	2	18	10.00	180.00	2	18	10.00	180.00	2	18	10.00	180.00	720.00
Dissolved Phosphorus (Available Phos.)		9	1		9	2	18	8.00	144.00	2	18	8.00	144.00	2	18	8.00	144.00	2	18	8.00	144.00	576.00
Bacteria																						
Enterococci Bacteria	SM9230B,	9	1		9	2	18	22.00	396.00	2	18	22.00	396.00	2	18	22.00	396.00	2	18	22.00	396.00	1,584.00
	9230C																					
Fecal Coliform Bacteria	SM9221C,	9	1		9	2	18	22.00	396.00	2	18	22.00	396.00	2	18	22.00	396.00	2	18	22.00	396.00	1,584.00
	9222D																					
Toxins-Total Halogenid Org (TOX)	9020	9	1		9	2	18	70.00	1,260.00	2	18	70.00	1,260.00	2	18	70.00	1,260.00	2	18	70.00	1,260.00	5,040.00
Leachate Indicators																						
Ammonium, NH4-N	350.3	9	1		9	2	18	10.00	180.00	2	18	10.00	180.00	2	18	10.00	180.00	2	18	10.00	180.00	720.00
Chemical Oxygen Demand (COD)	410.2	9	1		9	2	18	20.00	360.00	2	18	20.00	360.00	2	18	20.00	360.00	2	18	20.00	360.00	1,440.00
Conductivity	120.1	9	1		9	2	18	6.00	108.00	2	18	6.00	108.00	2	18	6.00	108.00	2	18	6.00	108.00	432.00
Hardness, as Ca CO3	6010	9	1		9	2	18	5.00	90.00	2	18	5.00	90.00	2	18	5.00	90.00	2	18	5.00	90.00	360.00
Total Dissolved Solids (TDS)	160.1	9	1		9	2	18	8.00	144.00	2	18	8.00	144.00	2	18	8.00	144.00	2	18	8.00	144.00	576.00
Total Solids	160.3	9	1		9	2	18	8.00	144.00	2	18	8.00	144.00	2	18	8.00	144.00	2	18	8.00	144.00	576.00
Total Suspended Solids (TSS)	160.2	9	1		9	2	18	8.00	144.00	2	18	8.00	144.00	2	18	8.00	144.00	2	18	8.00	144.00	576.00
Total Organic Carbon (TOC)	415.1	9	1		9	2	18	25.00	450.00	2	18	25.00	450.00	2	18	25.00	450.00	2	18	25.00	450.00	1,800.00
Leachate Indicator - Anions & Cations																						
Bicarbonate, HCO3 (field filtered)	SM2320B	9	1		9	2	18	8.00	144.00	2	18	8.00	144.00	2	18	8.00	144.00	2	18	8.00	144.00	576.00
Calcium, Ca (field filtered)	6010	9	1		9	2	18	7.00	126.00	2	18	7.00	126.00	2	18	7.00	126.00	2	18	7.00	126.00	504.00
Chloride, Cl (field filtered)	300.0	9	1		9	2	18	8.00	144.00	2	18	8.00	144.00	2	18	8.00	144.00	2	18	8.00	144.00	576.00
Iron, Fe (field filtered)	6010	9	1		9	2	18	7.00	126.00	2	18	7.00	126.00	2	18	7.00	126.00	2	18	7.00	126.00	504.00
Magnesium, Mg (field filtered)	6010	9	1		9	2	18	7.00	126.00	2	18	7.00	126.00	2	18	7.00	126.00	2	18	7.00	126.00	504.00
Manganese, Mn (field filtered)	6010	9	1		9	2	18	7.00	126.00	2	18	7.00	126.00	2	18	7.00	126.00	2	18	7.00	126.00	504.00
Nitrate, NO3-N (field filtered)	300.0	9	1		9	2	18	15.00	270.00	2	18	15.00	270.00	2	18	15.00	270.00	2	18	15.00	270.00	1,080.00
Potassium (field filtered)	6010	9	1		9	2	18	7.00	126.00	2	18	7.00	126.00	2	18	7.00	126.00	2	13	7.00	126.00	504.00
Silica, SiO2 (field filtered)	6010	9	1		9	2	18	7.00	126.00	2	18	7.00	126.00	2	18	7.00	126.00	2	18	7.00	126.00	504.00
Sodium, Na (field filtered)	6010	9	1		9	2	18	7.00	126.00	2	18	7.00	126.00	2	18	7.00	126.00	2	18	7.00	126.00	504.00
Sulfate, SO4 (field filtered)	300.0	9	1		9	2	18	10.00	180.00	2	18	10.00	180.00	2	18	10.00	180.00	2	18	10.00	180.00	720.00
Critical Parameters																						
Trace Metals (total recoverable, unfiltered)	6010	9	1		9	1	9	90.00	810.00	1	9	90.00	810.00	1	9	90.00	810.00	1	9	90.00	810.00	3,240.00
VOCs	EPA 8260	9	1	1	10	1	10	190.00	1,900.00	1	10	190.00	1,900.00	1	10	190.00	1,900.00	1	10	190.00	1,900.00	7,600.00
SUBTOTAL									9,226.00				9,226.00				9,226.00				9,226.00	36,904.00

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COST PROPOSAL FORM (cont)																						
p.4/5																						
						1993	1993	1993	1993	1994	1994	1994	1994	1995	1995	1995	1995	1996	1996	1996	1996	Total
		Sample			Samples/		Samples/		Total	Freq/	Samples/		Total	Freq/	Samples/		Total	Freq/	Samples/		Total	
	Method	Points*	Dupl.	Blanks	Event	Freq/yr	year	Unit Cost	Cost/yr	Year	Year	Unit Cost	Cost/yr	Year	Year	Unit Cost	Cost/yr	Year	Year*	Unit Cost	Cost/yr	
SEDIMENT SAMPLING																						
Total Metals	6010, 7470	4	1		5	1	5	111.00	555.00	1	5	111.00	555.00	1	5	111.00	555.00	1	5	111.00	555.00	2,220.00
	7421, 7061																					
	7741																					
PAH's	8100	4	1	1	6	1	6	145.00	870.00	1	6	145.00	870.00	1	6	145.00	870.00	1	6	145.00	870.00	3,480.00
Pesticides and PCBs	8080	4	1	1	6	1	6	140.00	840.00	1	6	140.00	840.00	1	6	140.00	840.00	1	6	140.00	840.00	3,360.00
Other																						
2,4-D	8150	4	1	1	6	1	6	115.00	690.00	1	6	115.00	690.00	1	6	115.00	690.00	1	6	115.00	690.00	2,760.00
Total Organic Carbon	STM 4129-82-M	4	1		5	1	5	30.00	150.00	1	5	30.00	150.00	1	5	30.00	150.00	1	5	30.00	150.00	600.00
Acid Volatile Sulfides (cold acid soluble)	8/91 EPA dr.	4	1		5	1	5	75.00	375.00	1	5	75.00	375.00	1	5	75.00	375.00	1	5	75.00	375.00	1,500.00
SUBTOTAL									3,480.00				3,480.00				3,480.00				3,480.00	13,920.00
BIOLOGICAL SAMPLING																						
Invertebrate																						
Mercury, Total	EPA 7471	1	0		1	1	1	25.00	25.00	1	1	25.00	25.00	1	1	25.00	25.00	1	1	25.00	25.00	100.00
Cadmium, Total	EPA 7131	1	0		1	1	1	20.00	20.00	1	1	20.00	20.00	1	1	20.00	20.00	1	1	20.00	20.00	80.00
Pesticides and PCBs	EPA 8080	1	0	1	2	1	2	150.00	300.00	1	2	150.00	300.00	1	2	150.00	300.00	1	2	150.00	300.00	1,200.00
	& 3540																					
PAH's		1	0	1	2	1	2	145.00	290.00	1	2	145.00	290.00	1	2	145.00	290.00	1	2	145.00	290.00	1,160.00
Lead, Total	EPA 7421	1	0		1	1	1	22.00	22.00	1	1	22.00	22.00	1	1	22.00	22.00	1	1	22.00	22.00	88.00
Fish Tissue																						
Mercury, Total	EPA 7471	1	0		1	1	1	25.00	25.00	1	1	25.00	25.00	1	1	25.00	25.00	1	1	25.00	25.00	100.00
Cadmium, Total	EPA 7131	1	0		1	1	1	20.00	20.00	1	1	20.00	20.00	1	1	20.00	20.00	1	1	20.00	20.00	80.00
Pesticides and PCBs	EPA 8080	1	0	1	2	1	2	150.00	300.00	1	2	150.00	300.00	1	2	150.00	300.00	1	2	150.00	300.00	1,200.00
	& 3540																					
PAH's		1	0	1	2	1	2	145.00	290.00	1	2	145.00	290.00	1	2	145.00	290.00	1	2	145.00	290.00	1,160.00
Lead, Total	EPA 7421	1	0		1	1	1	22.00	22.00	1	1	22.00	22.00	1	1	22.00	22.00	1	1	22.00	22.00	88.00
SUBTOTAL									1,314.00				1,314.00				1,314.00				1,314.00	5,256.00
STORMWATER SAMPLING*																						
Metals	6010, 7470	5	1		6	1	6	95.00	570.00	2	12	95.00	1,140.00	2	12	95.00	1,140.00	2	10	95.00	950.00	3,800.00
	7421, 7061,																					
	7741																					
Other																						
Oil & grease	413.1	5	1		6	1	6	45.00	270.00	2	12	45.00	540.00	2	12	45.00	540.00	2	10	45.00	450.00	1,800.00
Conductivity	120.1	5	1		6	1	6	5.00	30.00	2	12	5.00	60.00	2	12	5.00	60.00	2	10	5.00	50.00	200.00
COD	410.2	5	1		6	1	6	20.00	120.00	2	12	20.00	240.00	2	12	20.00	240.00	2	10	20.00	200.00	800.00
TOC	415.1	5	1		6	1	6	25.00	150.00	2	12	25.00	300.00	2	12	25.00	300.00	2	10	25.00	250.00	1,000.00
Total suspended solids	160.2	5	1		6	1	6	8.00	48.00	2	12	8.00	96.00	2	12	8.00	96.00	2	10	8.00	80.00	320.00
Total phosphorus	365.3	5	1		6	1	6	10.00	60.00	2	12	10.00	120.00	2	12	10.00	120.00	2	10	10.00	100.00	400.00
Dissolved Ortho phosphorus	365.3	5	1		6	1	6	9.00	54.00	2	12	9.00	108.00	2	12	9.00	108.00	2	10	9.00	90.00	360.00
Fecal coliform	SM9221C,	5	1		6	1	6	20.00	120.00	2	12	20.00	240.00	2	12	20.00	240.00	2	10	20.00	200.00	800.00
	9222D																					
Enterococci	SM9230B,	5	1		6	1	6	20.00	120.00	2	12	20.00	240.00	2	12	20.00	240.00	2	10	20.00	200.00	800.00
	9230C																					
SUBTOTAL									1,542.00				3,084.00				3,084.00				2,570.00	10,280.00

*No. of sampling points decreases to 4 in 1996.

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COST PROPOSAL FORM (cont)																						
p.5/5																						
						1993	1993	1993	1993	1994	1994	1994	1994	1995	1995	1995	1995	1996	1996	1996	1996	Total
		Sample			Samples/		Samples/		Total	Freq/	Samples/		Total	Freq/	Samples/		Total	Freq/	Samples/		Total	
	Method	Locations	Dupl.	Blanks	Event	Freq/yr	year	Unit Cost	Cost/yr	Year	Year	Unit Cost	Cost/yr	Year	Year	Unit Cost	Cost/yr	Year	Year	Unit Cost	Cost/yr	
LEACHATE COLLECTION SYSTEM MONITORING																						
Sulfide	376.2	1	0		1	3	3	25.00	75.00	12	12	25.00	300.00	12	12	25.00	300.00	12	12	25.00	300.00	975.00
Ammonia (grab)	350.3	1	0		1	3	3	12.00	36.00	12	12	12.00	144.00	12	12	12.00	144.00	12	12	12.00	144.00	468.00
Cadmium (composite)	6010	1	0		1	2	2	10.00	20.00	4	4	10.00	40.00	4	4	10.00	40.00	4	4	10.00	40.00	140.00
Chromium, Total (composite)	6010	1	0		1	2	2	10.00	20.00	4	4	10.00	40.00	4	4	10.00	40.00	4	4	10.00	40.00	140.00
Copper (composite)	6010	1	0		1	2	2	10.00	20.00	4	4	10.00	40.00	4	4	10.00	40.00	4	4	10.00	40.00	140.00
Lead (composite)	7421	1	0		1	2	2	12.00	24.00	4	4	12.00	48.00	4	4	12.00	48.00	4	4	12.00	48.00	168.00
Nickel (composite)	6010	1	0		1	2	2	10.00	20.00	4	4	10.00	40.00	4	4	10.00	40.00	4	4	10.00	40.00	140.00
Zinc (composite)	6010	1	0		1	2	2	10.00	20.00	4	4	10.00	40.00	4	4	10.00	40.00	4	4	10.00	40.00	140.00
Sulfate (composite)	300.0	1	0		1	1	1	12.00	12.00	2	2	12.00	24.00	2	2	12.00	24.00	2	2	12.00	24.00	84.00
Mercury (composite)	7470	1	0		1	1	1	25.00	25.00	2	2	25.00	50.00	2	2	25.00	50.00	2	2	25.00	50.00	175.00
Fats, oils, and grease (grab)	413.1	1	0		1	1	1	45.00	45.00	2	2	45.00	90.00	2	2	45.00	90.00	2	2	45.00	90.00	315.00
TTO (grab)	608/624/625	1	0	1	2	2	4	940.00	3,760.00	4	8	940.00	7,520.00	4	8	940.00	7,520.00	4	8	940.00	7,520.00	26,320.00
Acetone		1	0	1	2	2	4	50.00	200.00	4	8	50.00	400.00	4	8	50.00	400.00	4	8	50.00	400.00	1,400.00
Aniline		1	0	1	2	2	4	50.00	200.00	4	8	50.00	400.00	4	8	50.00	400.00	4	8	50.00	400.00	1,400.00
Butyl Acetate		1	0	1	2	2	4	50.00	200.00	4	8	50.00	400.00	4	8	50.00	400.00	4	8	50.00	400.00	1,400.00
Formaldehyde		1	0	1	2	2	4	50.00	200.00	4	8	50.00	400.00	4	8	50.00	400.00	4	8	50.00	400.00	1,400.00
Methyl Ethyl Ketone		1	0	1	2	2	4	50.00	200.00	4	8	50.00	400.00	4	8	50.00	400.00	4	8	50.00	400.00	1,400.00
Methyl IsoButyl Ketone		1	0	1	2	2	4	50.00	200.00	4	8	50.00	400.00	4	8	50.00	400.00	4	8	50.00	400.00	1,400.00
Pyridine		1	0	1	2	2	4	50.00	200.00	4	8	50.00	400.00	4	8	50.00	400.00	4	8	50.00	400.00	1,400.00
Styrene		1	0	1	2	2	4	50.00	200.00	4	8	50.00	400.00	4	8	50.00	400.00	4	8	50.00	400.00	1,400.00
Xylene(s)		1	0	1	2	2	4	50.00	200.00	4	8	50.00	400.00	4	8	50.00	400.00	4	8	50.00	400.00	1,400.00
SUBTOTAL									5,677.00				11,576.00				11,576.00				11,576.00	40,405.00
TOTAL									115,432.00				139,831.00				139,831.00				139,317.00	534,411.00

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and Burlington Environmental Inc., whose address is 1011 Western Avenue, Suite 700, Seattle, WA 98104, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II

TERM OF CONTRACT

The term of this Contract shall be for the period commencing October 15, 1993, through and including June 30, 1995.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in Attachment B. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment B.

ARTICLE IV

LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V

TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI

INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of $500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than $1,000,000. METRO, its elected officials departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

ARTICLE VII

PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

ARTICLE VIII

ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX

QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades.

CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X

OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

ARTICLE XI

SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services andtor supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII

RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII

SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV

INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be

amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV

ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

BURLINGTON ENVIRONMENTAL	METRO
By: _____	By: _____
_____	_____
Print name and title	Print name and title
Date: _____	Date: _____

Attachment A
SCOPE OF WORK

1. Contractor shall pick up wastes specified in Schedule A and remove them from Metro HHW facilities or collection sites as needed. Contractor may reject wastes if they are not properly packaged.

2. Contractor shall transport wastes to a TSD facility operated by Contractor. All wastes that are sent from Metro directly to Contractor's TSDF's shall be transported using a hazardous waste manifest. Metro shall be considered the generator for manifesting purposes. Contractor shall ensure that Contractor's TSDF's send signed manifest copies to Metro within standard processing times.

3. Contractor shall process the wastes as specified in Schedule A. Contractor shall ship all processed wastes to final recycling, treatment, or disposal facilities within twelve months of the date that the wastes were received from Metro. A list of approved final facilities is attached as Schedule B. For all wastes that would be fully-regulated hazardous wastes if it were not for the household waste or CEG waste exemption, all final disposal facilities shall be DEQ or EPA registered hazardous waste recycling facilities, or fully permitted hazardous waste treatment storage and disposal facilities (TSDF's).

4. All final disposal facilities that are permitted TSDF's shall have Environmental Impairment Liability in the amount of $1,000,000 per occurrence, $2,000,000 aggregate, covering emissions, discharges, dispersals, disposal, releases, escapes or seepages of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials, irritants, and contaminants that spoil the land, atmosphere, or water.

5. Metro reserves the right to remove any facility from the list of approved facilities. Categories of waste that were designated to go to a facility that has been removed from the approved list may be sent to any other currently approved facility that provides the same disposal method. When this occurs Contractor may negotiate new pricing for these categories. If Contractor is unable to dispose of any category of waste due to Metro's objection, Contractor may return that waste to Metro.

6. If Contractor wishes to ship wastes to a facility not currently approved by Metro, Contractor shall notify Metro thirty days in advance of Contractor's intention to ship to the unlisted facility. Metro shall inform Contractor of non-approval within thirty days of notification. If Metro does not object, the facility shall be added to the approved facilities list.

7. Each calendar year quarter, Contractor shall provide Metro with a report showing summaries of the disposition of all wastes picked up at Metro HHW facilities by Contractor ("Quarterly Waste Report"). The Quarterly Waste Report shall include information on wastes stored at Contractor's facilities and wastes that have been sent to final disposal facilities during the calendar year quarter. The Quarterly Waste Report shall include an indication of the final disposal or recycling facility at which the waste was processed, and shall indicate the disposal method. The Quarterly Waste Report shall be signed by a responsible company

representative.The Quarterly Waste Report shall accompany the next monthly invoice submitted by Contractor to Metro following the end of a calendar year quarter. The first invoice submitted by Contractor afetr the end of a calendar year quarter shall not be acceptable to Metro unless and until it is accompanied by the quartely waste report. If a Quarterly Waste Report is inconsistent with Metro data, Contractor shall assist Metro in determining the source of the inconsistency.

8. Metro shall normally notify Contractor at least five working days (working days are to be considered Monday- Friday) before wastes are to be picked up by Contractor, and shall provide profile numbers and quantities of wastes to be picked up. Contractor shall pick up all properly packaged and labeled wastes that are included in a current approved profile when requested by Metro, provided that the requested pick up time is during Contractor's regular business hours, and Metro has provided proper notice. Metro may require waste pickups on weekends or evenings for special events.

9. Contractor shall assist Metro with filling out Uniform Hazardous Waste Manifests for shipping of wastes when required.

10. Contractor shall assist Metro with obtaining approved waste profiles when required.

11. Metro shall identify all unknown wastes using Metro's identification system based on "HazCat" and WICT (Waste Identification and Classification Test) . Contractor shall handle wastes so identified in the same manner as other wastes are handled, or shall inform Metro of the reasons for the unacceptability of the identification, and of the nature of further testing requirements.

12. Contractor shall purchase and maintain at contractor's expense, the following types of insurance covering the contractor, its employees and agents:

    Broad form comprehensive general liability covering bodily injury, property damage, and personal injury with automatic coverage for premises/completed operations and product liability. The policy must be endorsed with contractual liability coverage.

    Automobile bodily injury and property damage liability, insurance including MCS-90 endorsement.

    Insurance coverage for general liability shall be a minimum of $1,000,000. The aggregate amount for automobile liability insurance coverage shall be in the amount of $5,000,000.

    METRO, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided 30 days prior to the change. Contractor shall provide Metro with a certificate or certificates of insurance prior to execution of the contract, showing that all contract requirements have been satisfied.

    This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

13. Contractor shall perform all services in accordance with all applicable federal, state and local laws, rules, regulations and orders, including, but not limited to: the Resource Conservation and Recovery Act (RCRA), and regulations, rules and orders of the United States Environmental Protection Agency, the U. S. Department of Transportation, Oregon's Department of Environmental Quality, state and federal Occupational Health and Safety authorities, and the Oregon Public Utility Commission.

14. Contractor shall designate one individual as Metro's primary contact for all matters relating to this contract.

15. Contractor shall keep the prices for transport and disposal of wastes specified in this contract the same for at least one full year after execution of the contract.

16. After one year, if Contractor's costs for management of a particular category of waste have increased significantly due to conditions beyond Contractor's control, Contractor may petition for an increase in disposal prices for the affected category. Contractor must provide to Metro specific documentation that industry-wide prices for similar services have undergone similar increases in the Pacific Northwest.

    If Contractor's costs for disposal of a particular category of waste have decreased significantly Contractor shall pass the decrease through to Metro.

    A "significant" increase or decrease means a change of 5% or more as compared to the last cost charged to Metro.

Schedule A
DISPOSAL CATEGORY SPECIFICATIONS

All categories contain wastes from households and/or wastes from conditionally exempt small quantity generators:

Q1 Aerosols- flammable

Description:

All aerosols that are not pesticides, alkaline cleaners, or isocyanates. Includes spray paints.

Packaging specifications:

DOT 1A2, reconditioned OK, loose pack.

Disposal method: Depressurization/ Contents to energy recovery

Q2 Aerosols- corrosive

Description:

Aerosols containing alkaline cleaning products.

Packaging specifications:

DOT 1A2, reconditioned OK, with liner, loose pack.

Disposal method: Depressurization/ incineration of contents, or mixing of contents with category Q1 destined for energy recovery

Schedule B.
APPROVED FINAL
DISPOSAL FACILITIES

Energy recovery:

Systech Environmental Corp.
Ferdonia, KS
KSD980633259

Cadence Chemical Resources
Chanut, Kansas
KSD031203318
or
Forman, AR
ARD981512270

Incineration:

Aptus Inc.
Aragonite, Utah
UTD 981552177

Rollins Environmental Services Inc.
Deer Park, TX
TXD055141378

ATTACHMENT B
COST SCHEDULE

1. Total payments under this contract shall not exceed SIX HUNDRED THOUSAND TWO AND NO 100/ths DOLLARS ($600,002.00) .

2. Contractor shall bill Metro on a monthly basis. Metro shall pay contractor within 30 days of receiving an approved invoice. Payment will be based on the following Schedule:

Disposal Pricing

Q1 Aerosols, flammable	$260.00/55-gallon drum
Q2 Aerosols, corrosive	$260.00/55-gallon drum

Transportation

Number of drums picked up in a single load	Transportation charge per drum
1-10 drums	$25
11-40	$14
41-80	$7

[illegible]
JQ:sfk

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and Chemical Waste Management Inc., whose address is 11330 SW Clay Street, Sherwood, OR 97140, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II

TERM OF CONTRACT

The term of this Contract shall be for the period commencing October 15, 1993, through and including June 30, 1995.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in Attachment B. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment B.

ARTICLE IV

LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V

TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI

INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of $500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than $1,000,000. METRO. its

elected officials departments. employees. and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

ARTICLE VII

PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

ARTICLE VIII

ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX

QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades.

CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X

OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

ARTICLE XI

SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services andtor supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII

RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII

SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV

INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only

amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV

ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

CHEMICAL WASTE MANAGEMENT	METRO
By: _____	By: _____
_____	_____
Print name and title	Print name and title
Date: _____	Date: _____

Attachment A
SCOPE OF WORK

1. Contractor shall pick up wastes specified in Schedule A and remove them from Metro HHW facilities or collection sites as needed. Contractor may reject wastes if they are not properly packaged.

2. Contractor shall transport wastes to Western Compliance Services Inc., 11330 SW Clay Street, Sherwood Oregon, or to Chemical Waste Management of the Northwest, 17629 Cedar Springs Lane, Arlington, OR. All wastes that are sent from Metro to these facilities shall be transported using a hazardous waste manifest. Metro shall be considered the generator for manifesting purposes. Contractor shall ensure that these facilities send signed manifest copies to Metro within standard processing times.

3. Contractor shall provide disposal of wastes received from Metro as specified in Schedule A. Contractor shall ship all wastes received from Metro to final recycling, treatment, or disposal facilities within twelve months of the date that the wastes were received from Metro. A list of approved final facilities is attached as Schedule B. For all wastes that would be fully-regulated hazardous wastes if it were not for the household waste or CEG waste exemption, all final disposal facilities shall be DEQ or EPA registered hazardous waste recycling facilities, or fully permitted hazardous waste treatment storage and disposal facilities (TSDF's).

4. All final disposal facilities that are permitted TSDF's shall have Environmental Impairment Liability in the amount of $1,000,000 per occurrence, $2,000,000 aggregate, covering emissions, discharges, dispersals, disposal, releases, escapes or seepages of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials, irritants, and contaminants that spoil the land, atmosphere, or water.

5. Metro reserves the right to remove any facility from the list of approved facilities. Categories of waste that were designated to go to a facility that has been removed from the approved list may be sent to any other currently approved facility that can provide the same disposal method. When this occurs Contractor may negotiate new pricing for these categories. If Contractor is unable to dispose of any category of waste due to Metro's objection, Contractor may return that waste to Metro.

6. If Contractor wishes to ship wastes to a facility not currently approved by Metro, Contractor shall notify Metro thirty days in advance of Contractor's intention to ship to the unlisted facility. Metro shall inform Contractor of non-approval within thirty days of notification. If Metro does not object, the facility shall be added to the approved facilities list.

7. Each calendar year quarter, Contractor shall provide Metro with a report showing summaries of the disposition of all wastes picked up at Metro HHW facilities by Contractor ("Quarterly Waste Report"). The Quarterly Waste Report shall include information on wastes stored at Contractor's facilities and wastes that have been sent to final disposal facilities during the calendar year quarter. The Quarterly Waste Report shall include an indication of the final disposal or recycling facility at which the waste was processed, and shall indicate the disposal method. The Quarterly Waste

disposal or recycling facility at which the waste was processed, and shall indicate the disposal method. The Quarterly Waste Report shall be signed by a responsible company representative.The Quarterly Waste Report shall accompany the next monthly invoice submitted by Contractor to Metro following the end of a calendar year quarter. The first invoice submitted by Contractor after the end of a calendar year quarter shall not be acceptable to Metro unless and until it is accompanied by the quartely waste report. If a Quarterly Waste Report is inconsistent with Metro data, Contractor shall assist Metro in determining the source of the inconsistency.

8. Metro shall notify Contractor when a waste shipment is required, provide profile numbers and quantities of wastes to be picked up, and negotiate a pickup date with Contractor. The pickup date will normally be within five working days (working days are to be considered Monday-Friday) of notification. Contractor shall pick up all properly packaged and labeled wastes that are included in a current approved profile when requested by Metro, provided that the requested pick up time is during Contractor's regular business hours, and Metro has provided proper notice. Metro shall make all reasonable efforts to insure that the loading process takes less than one hour. Metro may require waste pickups on weekends or evenings for special events.

9. Metro will not actively perform any work in Contractor's work area. Contractor's work area will be considered the bed of the truck onto which wastes are being loaded, as well as any ramp or dock leveler immediately adjacent to the truck bed. Metro will allow Contractor control of these work areas, and will not enter without Contractor's escort.

10. Contractor shall assist Metro with filling out Uniform Hazardous Waste Manifests for shipping of wastes when required.

11. Contractor shall assist Metro with obtaining approved waste profiles when required.

12. Metro shall identify all unknown wastes using Metro's identification system based on "HazCat" and WICT (Waste Identification and Classification Test) . Contractor shall handle wastes so identified in the same manner as other wastes are handled, or shall inform Metro of the reasons for the unacceptability of the identification, and of the nature of further testing requirements.

13. Contractor shall purchase and maintain at contractor's expense, the following types of insurance covering the contractor, its employees and agents:

    Broad form comprehensive general liability covering bodily injury, property damage, and personal injury with automatic coverage for premises/completed operations and product liability. The policy must be endorsed with contractual liability coverage.

    Automobile bodily injury and property damage liability, insurance including MCS-90 endorsement.

    Insurance coverage for general liability shall be a minimum of $1,000,000. The aggregate amount for automobile liability insurance coverage shall be in the amount of $5,000,000.

METRO, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided 30 days prior to the change. Contractor shall provide Metro with a certificate or certificates of insurance prior to execution of the contract, showing that all contract requirements have been satisfied.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

14. Contractor shall perform all services in accordance with all applicable federal, state and local laws, rules, regulations and orders, including, but not limited to: the Resource Conservation and Recovery Act (RCRA), and regulations, rules and orders of the United States Environmental Protection Agency, the U. S. Department of Transportation, Oregon's Department of Environmental Quality, state and federal Occupational Health and Safety authorities, and the Oregon Public Utility Commission.

15. Contractor shall designate one individual as Metro's primary contact for all matters relating to this contract.

16. Contractor shall keep the prices for transport and disposal of wastes specified in this contract the same for at least one full year after execution of the contract.

17. After one year, if Contractor's costs for management of a particular category of waste have increased significantly due to conditions beyond Contractor's control, Contractor may petition for an increase in disposal prices for the affected category. Contractor must provide to Metro specific documentation that industry-wide prices for similar services have undergone similar increases in the Pacific Northwest.

    If Contractor's costs for disposal of a particular category of waste have decreased significantly Contractor shall pass the decrease through to Metro.

    A "significant" increase or decrease means a change of 5% or more as compared to the last cost charged to Metro.

Schedule A
DISPOSAL CATEGORY
SPECIFICATIONS

All categories contain wastes from households and/or wastes from conditionally exempt small quantity generators:

AF1 A-Fuel Liquids

Description:

Pumpable flammable liquids, up to 8% halogenated, up to 15% water, BTU value greater than 6000 BTU/pound, lead less than 2500 ppm. Includes oil-based paints and paint related materials, paint thinners, gasoline, halogenated and non-halogenated solvents, etc. No isocyanates. Antifreeze acceptable, although category H preferable. PCB content < 50 ppm. Asbestos-containing materials acceptable.

Packaging specifications:

DOT 1A1, packing group I drum, new drums only, bulk. Outside of drum should be clean.

Disposal method: Energy Recovery

AF2 A-Fuel Solids

Description:

Non-pumpable flammable materials, chlorides less than 5%. Includes all items under category A, as well as semi-solid solvent-based adhesives and caulks, and tars and other roofing compounds. Asbestos-containing materials acceptable.

Packaging specifications:

DOT 1A2, packing group III drum, new drums only, bulk. Outside of drum clean.

Disposal method: Energy Recovery

AFL Flammables, loosepack

Description:

Small containers of solvent-based materials that are too labor-intensive to bulk by hand. Generally 1/2 pint and smaller metal and glass containers, as well as squeeze tubes and other oddly shaped containers. All materials in categories AF1 and AF2 are acceptable.

Packaging specifications:

DOT 1A2, packing group I drum, reconditioned OK, loose pack.

Disposal method: Energy Recovery

AFP Flammables- high PCB's

Description:

Paints and oils that are likely to be high in PCB's.

Packaging specifications:

see AF1 and AF2

Disposal method: 50-500 ppm: Solidification/Landfill
>500 ppm: Incineration

G Latex/water-based waste

Description:

Water-based glues, polishes, cosmetics, or other water-based, low hazard materials and inert inorganic materials. Water from lab sink goes here. Non-recyclable latex paint OK, but best to go to category GA.

Packaging specifications:

DOT 1A2, packing group III or greater drum, new drums only, bulk. Outside of drum should be clean.

Disposal method: Solidification/Landfill

I2 Batteries- nickel/cadmium

Description:

Rechargeable nickel-cadmium batteries, all sizes.

Packaging specifications:

DOT 1A2 drum, packing group III or greater, reconditioned OK, loose pack, must be lined.

Disposal method: Recycle

I3 Batteries- dry cell

Description:

Household batteries, including regular and alkaline.

Packaging specifications:

DOT 1A2 drum, packing group III or greater, reconditioned OK, must be lined, loose pack.

Disposal method: Recycle

K1 Acids- treatable

Description: Sulfuric, hydrochloric, phosphoric and hydrofluoric acid.

Packaging specifications:

DOT 1A2 drum, packing group I, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Treatment

K3 Acids- inorganic

Description: All inorganic acids besides those in treatable category.

Packaging specifications:

DOT 1A2 drum, packing group I, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Landfill

L1 Alkalis- treatable

Description:

Alkaline drain cleaners, bleach, and certain other alkaline materials

Packaging specifications:

DOT 1A2 drum, packing group I, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Treatment

L2 Alkalis- non-treatable

Description: Cleaners, disinfectants pH 12-14, photo developer, sulfur, other alkaline materials.

Packaging specifications:

DOT 1A2 drum, packing group I, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Landfill

M1 Oxidizers- treatable

Description:

Solid potassium and sodium hypochlorite, as well as analogous pool products, including sodium dichloroisocyanurate, or dichloro-s-triazine trione compounds. Liquid varieties go to L1. Also calcium hypochlorite, hydrogen peroxide.

Packaging specifications:

DOT 1A2 drum, packing group I, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Treatment

M2 Oxidizers- non-treatable

Description: Nitrates, chlorates, chromates, and other oxidizing compounds.

Packaging specifications:

DOT 1A2 drum, packing group I, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Landfill

N1 Pesticides- flammable

Description:

Toxaphene, chlordane, pentachlorophenol, lindane, and certain other pesticides, as well as unknown pesticides identified as flammable.

Packaging specifications:

DOT 1A2 drum, packing group I, reconditioned OK, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Landfill

N2 Pesticides

Description:

All pesticides not in N1 or N3.

Packaging specifications:

DOT 1A2 drum, packing group I, reconditioned OK, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Landfill

N3 Pesticides- acidic (formerly category K2)

Description:

Pesticides with a pH less than 3.

Packaging specifications:

DOT 1A2 drum, packing group I, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Landfill

P1 PCB's- non-TSCA regulated

Description:

Fluorescent ballasts and electronic capacitors that are non-leaking, with total volume less than 100 cubic inches, or with total volume up to 200 cubic inches and total weight less than 9 lbs.

Packaging specifications:

DOT 1A2 drum, reconditioned OK, loose-packed.

Current disposal method: Landfill

Q3 Aerosols- poisons

Description:

Pesticide-containing aerosols.

Packaging specifications:

DOT 1A2, packing group I, reconditioned OK, loose pack.

Disposal method: Depressurization / incineration of contents

R2 Water reactives

Description:

Calcium carbide, sodium hydrosulfite, zinc phosphide >10%, others as added.

Packaging specifications:

DOT 1G or 1H2 fiber or plastic drum, see also TWI "Hatpack" guidelines.

Disposal method: Incineration

R7 Organic peroxides

Description:

Methyl ethyl ketone peroxide (must be less than 50% peroxide, less than 9% available oxygen), benzoyl peroxides, cumene hydroperoxide.

Packaging specifications:

DOT 1G or 1H2 fiber or plastic drum, see also TWI "Hatpack" guidelines.

Disposal method: Incineration

V PPE

Description:

Gloves, tyvek suits, booties, etc., contaminated with HHW/CEG waste. Can also include test tubes, droppers, test papers, contaminated debris, etc.

Packaging specifications:

DOT 1A2, packing group III or greater drum, reconditioned OK.

Disposal method: Landfill

Schedule B
APPROVED FINAL
DISPOSAL FACILITIES

Energy recovery:

River Cement
Festus, MO

Rineco Chemical Industries
Haskell-Benton, AR

Systech Environmental Corp.
Ferdonia, KS

Incineration:

Trade Waste Incineration
Sauget, Il

CWM Inc.- Port Arthur
Port Arthur, Texas

Rollins Environmental Services Inc.
Deer Park, TX

Aptus Inc.
Aragonite, UT

Landfill, solidification:

CWM of the Northwest
Arlington, OR

CWM, Inc.- Emelle
Emelle, AL

Recycling (batteries):

Inmetco
Elwood City, PA

Treatment:

Tektronix
Beaverton, OR

ATTACHMENT B
COST SCHEDULE

1. Total payments under this contract shall not exceed TWO MILLION, ONE HUNDRED FIFTEEN THOUSAND, THIRTY EIGHT AND NO 100/ths DOLLARS ($2,115,038.00).

2. Contractor shall bill Metro on a monthly basis. Metro shall pay contractor within 30 days of receiving an approved invoice. Payment will be based on the following Schedule:

Disposal Pricing

AF1	A-Fuel Liquids	$79.00/55-gallon drum plus $6.08 per gallon sludge
AF2	A-Fuel Solids	$297.00/55-gallon drum
AFL	Flammables, loosepack	$131.00/55-gallon drum
AFP	Flammables- high PCB's	
	50-500 ppm	$364.00/55-gallon drum
	> 500 ppm	$618.00/55-gallon drum
G	Latex/water-based waste	$133/55-gallon drum
I2	Batteries- nickel/cadmium	$0.49/pound
I3	Batteries- dry cell	$54.60/55-gallon drum
K1	Acids- treatable	$116.00/55-gallon drum
K3	Acids- inorganic	$101.40/55-gallon drum
L1	Alklais- treatable	$123.00/55-gallon drum
L2	Alkalis- non-treatable	$101.40/55-gallon drum
M1	Oxidizers- treatable	$116.00/55-gallon drum
M2	Oxidizers- non-treatable	$101.40/55-gallon drum
N1	Pesticides- flammable	$101.40/55-gallon drum
N2	Pesticides	$101.40/55-gallon drum
N3	Pesticides- acidic	$101.40/55-gallon drum

(formerly K2)

P1	PCB's- non-TSCA regulated	$54.60/55-gallon drum
Q3	Aerosols- poisons	$290.00/55-gallon drum
R2	Water reactives	$3.50/pound
R7	Organic peroxides	$3.50/pound
V	PPE	$54.60/55-gallon drum

Transportation

Pickup charge, 1-35 drums per load	$200.00
Pickup charge, > 35 drums per load	$7.00 per drum

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and Spencer Inc., whose address is 914 S. Molalla Avenue, Suite 202, Oregon City, OR 97045, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II

TERM OF CONTRACT

The term of this Contract shall be for the period commencing October 15, 1993, through and including June 30, 1995.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in Attachment B. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment B.

ARTICLE IV

LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V

TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI

INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of $500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than $1,000,000. METRO. its elected officials departments. employees. and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

ARTICLE VII

PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

ARTICLE VIII

ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX

QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades.

CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X

OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

ARTICLE XI

SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services andtor supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this

Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII

RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII

SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV

INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, Scope of Work, and Specifications which were utilized in conjunction with the bidding

of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV

ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

SPENCER, INC.	METRO
By: _____	By: _____
_____	_____
Print name and title	Print name and title
Date: _____	Date: _____

Attachment A
SCOPE OF WORK

1. Contractor shall pick up waste antifreeze, used oil filters, and waste oil-water mixes at Metro South Station, located at 2001 Washington Street, Oregon City, Oregon, and Metro Central Station, located at 6161 NW 61st Avenue, Portland, Oregon. This may include wastes collected at the household hazardous waste facilities at each site, or inside the main transfer station at each site. This may also include wastes collected at other sites within the greater Portland area by mutual agreement.

2. Disposal methods shall be as follows:

   Antifreeze- recycle
   Oil filters- recycling of metal, energy recovery of insides
   Oil-water mixes- energy recovery

3. Contractor shall pick up wastes within five (5) working days of a request by Metro or Metro's designated representative.

4. Contractor may pick up filled drums of material, or pump wastes out of drums into Contractors tank vehicle. Contractor shall return all empty drums to the facility from which they were taken upon the next scheduled service date at that facility.

5. Each calendar year quarter, Contractor shall provide Metro with a report showing summaries of the disposition of all wastes picked up at Metro HHW facilities by Contractor ("Quarterly Waste Report"). The Quarterly Waste Report shall include information on wastes stored at Contractor's facilities and wastes that have been sent to final disposal facilities during the calendar year quarter. The Quarterly Waste Report shall include an indication of the final disposal or recycling facility at which the waste was processed, and shall indicate the disposal method. The Quarterly Waste Report shall be signed by a responsible company representative.The Quarterly Waste Report shall accompany the next monthly invoice submitted by Contractor to Metro following the end of a calendar year quarter. The first invoice submitted by Contractor afetr the end of a calendar year quarter shall not be acceptable to Metro unless and until it is accompanied by the quartely waste report. If a Quarterly Waste Report is inconsistent with Metro data, Contractor shall assist Metro in determining the source of the inconsistency.

6. Contractor shall purchase and maintain at contractor's expense, the following types of insurance covering the contractor, its employees and agents:

   Broad form comprehensive general liability covering bodily injury, property damage, and personal injury with automatic coverage for premises/completed operations and product liability. The policy must be endorsed with contractual liability coverage.

Automobile bodily injury and property damage liability, insurance including MCS-90 endorsement.

Insurance coverage for general liability shall be a minimum of $1,000,000. The aggregate amount for automobile liability insurance coverage shall be in the amount of $5,000,000..

METRO, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided 30 days prior to the change. Contractor shall provide Metro with a certificate or certificates of insurance prior to execution of the contract, showing that all contract requirements have been satisfied.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

7. Contractor shall perform all services in accordance with all applicable federal, state and local laws, rules, regulations and orders, including, but not limited to: the Resource Conservation and Recovery Act (RCRA), and regulations, rules and orders of the United States Environmental Protection Agency, the U. S. Department of Transportation, Oregon's Department of Environmental Quality, state and federal Occupational Health and Safety authorities, and the Oregon Public Utility Commission.

8. Contractor shall designate one individual as Metro's primary contact for all matters relating to this contract.

9. Contractor shall keep the prices for transport and disposal of wastes specified in this contract the same for at least one full year after execution of the contract.

   After one year, if Contractor's costs for management of a particular category of waste have increased significantly due to conditions beyond Contractor's control, Contractor may petition for an increase in disposal prices for the affected category. Contractor must provide to Metro specific documentation that industry-wide prices for similar services have undergone similar increases in the Pacific Northwest.

   If Contractor's costs for disposal of a particular category of waste have decreased significantly Contractor shall pass the decrease through to Metro.

   A "significant" increase or decrease means a change of 5% or more as compared to the last cost charged to Metro.

Attachment B
PAYMENT SCHEDULE

1. CONTRACTOR shall bill Metro ONE DOLLAR AND TWENTY FIVE CENTS ($1.25) per gallon of antifreeze, SIXTY FIVE AND NO/100ths DOLLARS ($65.00) per 55-gallon drum of oil filters, and SIXTY NINE AND NO/100ths DOLLARS ($69.00) per 55-gallons of waste oil-water mix.

2. Contractor shall submit to Metro a monthly invoice which details services performed by Contractor during the previous month. Invoice shall be sent to Metro, Attention: Accounts Payable.

3. Metro shall pay within thirty days of receipt of an approved billing from Contractor.

4. The maximum payment under this Contract shall be TWENTY SEVEN THOUSAND, TWO HUNDRED SIXTY EIGHT AND NO/100ths DOLLARS ($27,268.00).

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PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and Philip Environmental Inc., whose address is 23609 104th Avenue SE, Suite D, Kent, WA 98031, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II

TERM OF CONTRACT

The term of this Contract shall be for the period commencing October 15, 1993, through and including June 30, 1995.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in Attachment B. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment B.

ARTICLE IV

LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V

TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI

INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of $500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than $1,000,000. METRO. its

elected officials departments. employees. and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

ARTICLE VII

PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

ARTICLE VIII

ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX

QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades.

CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X

OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

ARTICLE XI

SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services andtor supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII

RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII

SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV

INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV

ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

PHILIP ENVIRONMENTAL	METRO
By: _____	By: _____
_____	_____
Print name and title	Print name and title
Date: _____	Date: _____

Attachment A
SCOPE OF WORK

1. Contractor shall pick up wastes specified in Schedule A and remove them from Metro HHW facilities or collection sites as needed. Contractor may reject wastes if they are not properly packaged.

2. Contractor shall transport wastes to a Contractor's Ticor facility, located at 4623 Byrne Road, Burnaby, British Columbia, Canada, or Contractor's Tilbury facility, located at 7483 Progress Way, Delta, British Columbia, Canada. All wastes that are sent from Metro to Contractor's facilities shall be transported using a US or Canadian Hazardous Waste Manifest. Contractor shall provide manifests. Metro shall be considered the generator for manifesting purposes. Contractor shall ensure that Contractor's TSDF's send signed manifest copies to Metro within standard processing times.

3. Contractor shall provide disposal of wastes receive from Metro as specified in Schedule A. Contractor shall ship all wastes received from Metro to final recycling, treatment, or disposal facilities within twelve months of the date that the wastes were received from Metro. A list of approved final facilities is attached as Schedule B. All final disposal facilities shall be registered or permitted by the US EPA or state or provincial environmental agencies to perform hazardous waste recycling, treatment, storage or disposal.

4. Metro reserves the right to remove any facility from the list of approved facilities. Categories of waste that were designated to go to a facility that has been removed from the approved list may be sent to any other currently approved facility that can provide the same disposal method. When this occurs Contractor may negotiate new pricing for these categories. If Contractor is unable to dispose of any category of waste due to Metro's objection, contractor may return that waste to Metro.

5. If Contractor wishes to ship wastes to a facility not currently approved by Metro, Contractor shall notify Metro thirty days in advance of Contractor's intention to ship to the unlisted facility. Metro shall inform Contractor of non-approval within thirty days of notification. If Metro does not object, the facility shall be added to the approved facilities list.

6. Each calendar year quarter, Contractor shall provide Metro with a report showing summaries of the disposition of all wastes picked up at Metro HHW facilities by Contractor ("Quarterly Waste Report"). The Quarterly Waste Report shall include information on wastes stored at Contractor's facilities and wastes that have been sent to final disposal facilities during the calendar year quarter. The Quarterly Waste Report shall include an indication of the final disposal or recycling facility at which the waste was processed, and shall indicate the disposal method. Where "ash recycle" is the disposal method designated in Schedule A, the Quarterly Waste Report shall also indicate when ash material is recycled by incorporation into a paint-related product. The Quarterly Waste Report shall be signed by a responsible company representative. The Quarterly Waste Report shall accompany the next monthly invoice submitted by Contractor to Metro following the end of a calendar year quarter. The first invoice submitted

by Contractor after the end of a calendar year quarter shall not be acceptable to Metro unless and until it is accompanied by the Quarterly Waste Report. If a Quarterly Waste Report is inconsistent with Metro data, Contractor shall assist Metro in determining the source of the inconsistency.

7. All final disposal facilities that are permitted TSDF's shall have Environmental Impairment Liability in the amount of $1,000,000 per occurrence, $2,000,000 aggregate, covering emissions, discharges, dispersals, disposal, releases, escapes or seepages of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials, irritants, and contaminants that spoil the land, atmosphere, or water.

8. Contractor shall assist Metro with obtaining approval for Waste Material Questionnaires when required.

9. Metro warrants and represents to Contractor to the best of Metro's knowledge, that all wastes tendered under this contract will conform to the composition and description specified in the Waste Material Questionnaires prepared, and that Metro has sole title to the waste tendered and is under no legal restraint whether statutory, regulatory, administrative, or judicial which prohibits transfer of title to same. If wastes presented for shipment are found to not conform to the appropriate Waste Material Questionnaire, title of the waste shall not pass to Contractor, and shall remain with Metro. At Metro's request, Contractor may as bailee for hire transport and dispose of any non-conforming waste provided to Contractor. Metro shall bear all reasonable additional costs of transportation and disposal of non-conforming waste incurred by Contractor and requested by Metro. To the extent that Contractor is unable or elects not to dispose of non-conforming waste, or if Metro so directs, Metro shall accept delivery of such non-conforming wastes at one of the Metro HHW facilities. All waste that Contractor accepts is accepted AS IS, WITH NO WARRANTIES. METRO DOES NOT WARRANT THAT WASTE ACCEPTED BY CONTRACTOR IS MERCHANTABLE, OR THAT IT IS FIT FOR ANY PARTICULAR USE. METRO SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES STEMMING FROM THE USE OF ANY WASTE DELIVERED TO CONTRACTOR.

10. Contractor shall, at Contractor's risk, load wastes onto transporting vehicles. Metro shall provide access to the waste and shall keep the location from which the wastes will be loaded in such condition as to enable Contractor to carry out the loading in a safe manner. Metro shall be responsible for control of the area and the loading point, and shall take all steps necessary to ensure the health and safety of all persons in the area including Contractor's employees. Transfer of title to the waste shall occur at the time Contractor completes loading of the waste at Metro's facility, subject to the provisions of item 5 above.

11. Contractor shall perform all services in accordance with all applicable US, Canadian, state, provincial and local laws, rules, regulations and orders. Contractor warrants and represents to Metro that it has obtained and is in good standing under and will continue to maintain all licenses and permits required to carry out its obligations under this contract.

12. Metro warrants and represents to Contractor that it is in compliance with all U.S. and state laws and licensing requirements required to carry out its obligations under this contract, and that it has received all permits, licenses, authorizations, and identification numbers required for Metro's activities described in this contract.

13. Metro shall normally notify Contractor at least ten working days (working days are to be considered Monday- Friday) before wastes are to be picked up by Contractor, and shall provide profile numbers and quantities of wastes to be picked up. Contractor shall pick up all properly packaged and labeled wastes that are included in a current approved profile when requested by Metro, provided that the requested pick up time is during Contractor's regular business hours, and Metro has provided proper notice. When possible, Metro shall accumulate a load of 30 to 40 drums for pickup.

14. Metro shall identify all unknown wastes using Metro's identification system based on "HazCat" and WICT (Waste Identification and Classification Test) . Contractor shall handle wastes so identified in the same manner as other wastes are handled, or shall inform Metro of the reasons for the unacceptability of the identification, and of the nature of further testing requirements.

15. Contractor shall purchase and maintain at contractor's expense, the following types of insurance covering the contractor, its employees and agents:

    A. Broad form comprehensive general liability covering bodily injury, property damage, and personal injury with automatic coverage for premises/completed operations and product liability. The policy must be endorsed with contractual liability coverage.

    B. Automobile bodily injury and property damage liability, insurance including MCS-90 endorsement.

    Insurance coverage for general liability shall be a minimum of $1,000,000. The aggregate amount for automobile liability insurance coverage shall be in the amount of $5,000,000.

    METRO, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided 30 days prior to the change. Contractor shall provide Metro with a certificate or certificates of insurance prior to execution of the contract, showing that all contract requirements have been satisfied.

    This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

16. Contractor shall designate one individual as Metro's primary contact for all matters relating to this contract.

17. Contractor shall keep the prices for transport and disposal of wastes specified in this contract the same for at least one full year after execution of the contract.

18. After one year, if Contractor's costs for management of a particular category of waste have increased significantly due to conditions beyond Contractor's control, Contractor may petition for an increase in disposal prices for the affected category. Contractor must provide to Metro specific documentation that industry-wide prices for similar services have undergone similar increases in the Pacific Northwest.

    If Contractor's costs for disposal of a particular category of waste have decreased significantly Contractor shall pass the decrease through to Metro.

    A "significant" increase or decrease means a change of 5% or more as compared to the last cost charged to Metro.

Schedule A
DISPOSAL CATEGORY
SPECIFICATIONS

All categories contain wastes from households and/or wastes from conditionally exempt small quantity generators, as defined under Oregon law:

E Isocyanates

Description:

Any isocyanate-containing product, often in an aerosol-type can, or 1 part of two-part foam systems.

Packaging specifications:

DOT 1A2 drum, reconditioned OK, loose pack.

Disposal method: Treatment

GA Latex waste- ash recycle

Description:

Waste latex, rejected from Metro's on-site recycling sort. Must be paint only.

Packaging specifications:

DOT 17H 55-gallon new only.

Disposal method: Incineration /Ash Recycle

I1 Batteries- button cell

Description:

Small silver button-cell watch and camera batteries. Consists of mixed silver and mercury-containing batteries.

Packaging specifications:

Shippable plastic bucket.

Disposal method: Recycle

J Cleaners & disinfectants

Description:

pH 3-11 water-based cleaners, disinfectants, and surfactants.

Packaging specifications:

Plastic tight-head drum, bulk.

Disposal method: Treatment / Energy recovery for organic phase

K2 Acids- organic

Description:

Organic acids or mixtures of inorganic acids and organic materials.

Packaging specifications:

DOT 17H drum, reconditioned OK, liner required, lab pack. 60% absorbent, 40% waste. Maximum of 21 gallons of liquid, inside glass containers maximum of one gallon of liquid, other containers maximum five gallons liquid, 50 pounds maximum solid. Drum list required.

Disposal method: Treatment / energy recovery

J2 Cleaners- alkaline (formerly category L1)

Description:

Alkaline cleaners, hydroxides, and other alkaline materials.

Packaging specifications:

DOT plastic drum, bulk.

Disposal method: Treatment

Schedule B
APPROVED FINAL
DISPOSAL FACILITIES

Incineration/ash recycle:

Ticor Facility
4623 Byrne Road
Burnaby, British Columbia, Canada

Treatment:

Tilbury Facility
7483 Progress Way
Delta, British Columbia, Canada

Energy recovery:

Canadian Oil Reclamation
Edmonton, Alberta, Canada

Recycle(batteries):

Recovery and Reclamation, Inc.
3000 Western Avenue
Pecos, Texas

ATTACHMENT B
COST SCHEDULE

1. Total payments under this contract shall not exceed SIX HUNDRED FIFTY SEVEN THOUSAND EIGHT HUNDRED SEVENTY EIGHT AND NO 100/ths DOLLARS ($657,878.00) .

2. Contractor shall bill Metro on a monthly basis. Metro shall pay contractor within 30 days of receiving an approved invoice. Payment will be based on the following Schedule:

Disposal Pricing

E Isocyanates	$165.00/55-gallon drum
G Latex waste- ash recycle	$190.00/55-gallon drum
I1 Batteries- button cell	$0.75/pound
J Cleaners and disinfectants	$180.00/55-gallon drum
K2 Organic acids	$140.00/55-gallon drum
J2 Cleaners, alkaline	$175.00/55-gallon drum

Council
10/14/94
GVB hand-out
10.2

HIGH SPEED RAIL

BACKGROUND

- ODOT has completed a Statewide Transportation Plan and a Rail Passenger Plan which calls for the development over the next few years of High Speed Rail services from Eugene to Vancouver B.C.

- The states of Oregon and Washington applied for and received corridor status in 1992, one of five HSR corridors designated nationwide.

- A small, high level steering committee is being organized to lead the project: The High Speed Rail Task Force. Work of this group will be supported by ODOT Staff and coordinated with the WVTS Policy and Technical Committees.

- The X-2000 train demonstration in July 1993 was well received and the manufacturer was impressed with the turn out in the corridor, especially Eugene. Public opinion on HSR is high according to statewide opinion research pole.

- Consensus is that the Eugene-Vancouver Corridor is the leader among the five corridors in having a realistic near term program with state funds committed.

FUNDING

- $500,000 in State Video Lottery dollars have been appropriated for master planning, project development and market analysis work.

- $5,000,000 in State Video Lottery dollars have been appropriated for construction and match with federal HSR Funds and/or interim rail and bus services.

- Another $5 million will be available if Video Lottery receipts exceed estimates by more than 15 percent in any one quarter. It is likely that all or a substantial amount of the additional funds will be available during the biennium unless video lottery receipts take a nose dive.

- There is an expectation, documented in the budget notes, that ODOT can report to the E-Board if higher amounts of federal matching funds for HSR become available. ODOT may request funding from the Emergency Fund and will need to demonstrate a detailed plan for expenditure of the funds.

- Federal High Speed Rail program is in its early formative stages. The current proposal calls for:

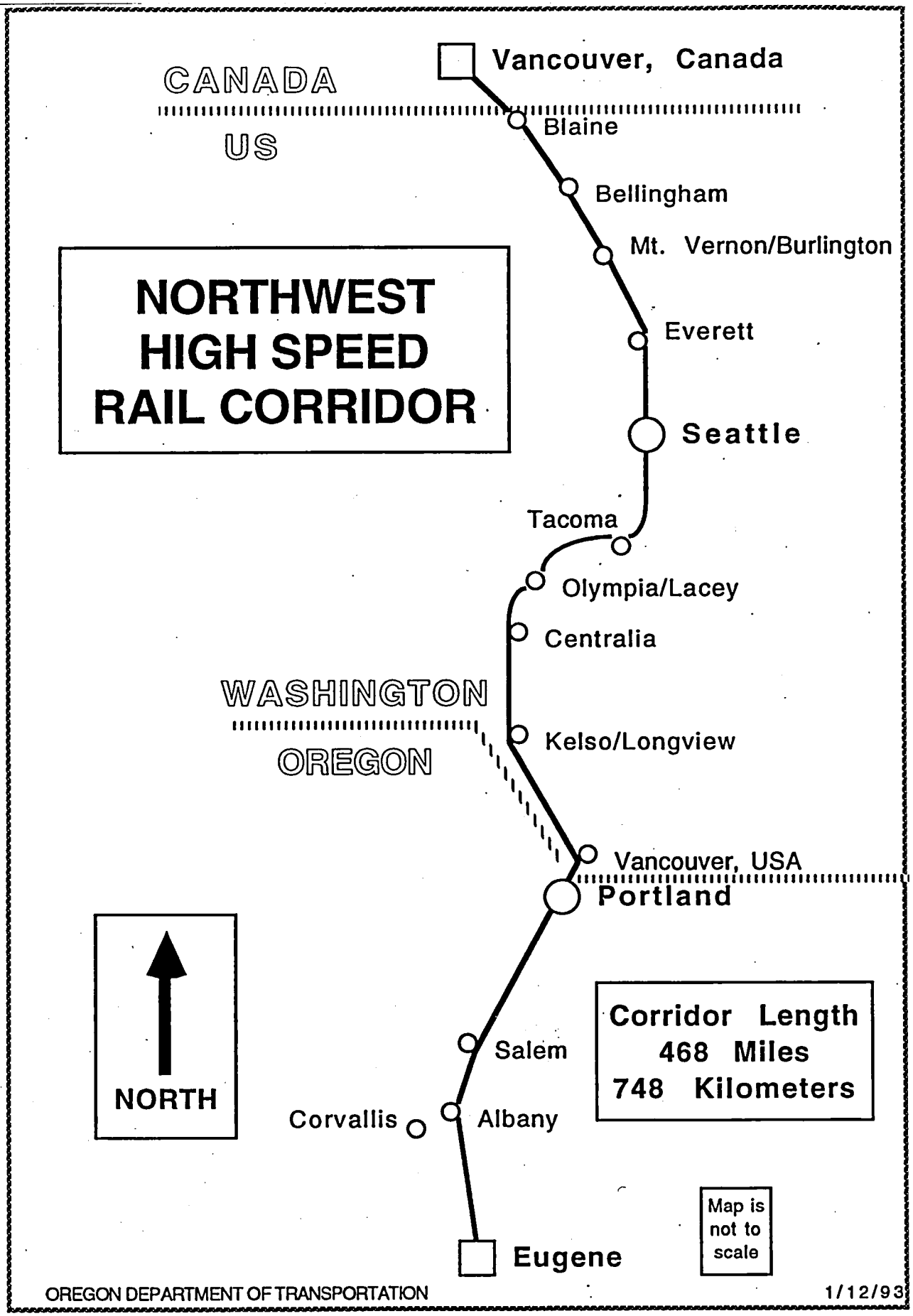
    - 50 percent match ratio compared to 80-90 percent for other federal transportation programs (Planning and Construction)

- No incentive or credit for private involvement
- No federal operating assistance for initial start-up years
- No federal participation in rolling stock
- Amounts available to the corridor have yet to be decided

- A federal 403b appropriation of at least $4 million to Amtrak is required to undertake interim services promised in the corridor by Amtrak.

CURRENT ACTIVITIES

- ODOT is moving to get project development work underway, including a market analysis, rail capacity analysis, and rail system engineering work.
- A limited amount of federal funding is available to address a few line improvements and work on those projects should be getting underway shortly with assistance from PUC.
- Initial discussions between ODOT and Southern Pacific have begun.
- ODOT is working cooperatively with WSDOT on their effort to establish a fourth round trip per day between Portland and Seattle.
- ODOT has let a grant to the Salem Area Transit District to develop the Salem Train Station into an intermodal terminal.



NORTHWEST HIGH SPEED RAIL CORRIDOR

OREGON DEPARTMENT OF TRANSPORTATION

1/12/93

HIGH SPEED RAIL
TYPES OF SERVICE

- **Light Rail (MAX): 60 MPH**
  City and Suburban Service - Frequent Stops

- **Commuter Rail: 79 MPH**
  Local service in and out of Large Cities - Frequent Stops

- **Conventional Intercity Rail (Amtrak): 79 MPH**
  Regional and Long Distance Service - One Stop per City

- **Tilt Train** (X2000/Renfe Talgo)**: 125-150 MPH**
  Uses Existing Track Safely with Minimal Improvements.
  Portland to Eugene in 82 Minutes (1 hour 22 minutes)

- **TGV, Shinkansen, ICE, AVA ("Bullet Trains"): 160-300 MPH**
  New Railroad Construction at $20 to $30 Million per Mile

- **Mag Lev: 300 MPH**
  New Technology - Requires A Totally New Infrastructure

OREGON'S HIGH SPEED RAIL CORRIDOR

OREGON•WASHINGTON STATE LINE TO EUGENE

Length: 133 Miles

Stations: Albany, Eugene, Portland and Salem

Top Speed: 125 MPH

Tilt Train Technology using Improved Existing Track

Running Time Portland - Eugene:

Stage Three: 82 minutes

Main Concerns: Livability & Safety

Estimated Cost: $450 Million

Proposed Design & Construction Time: 6-8 Years

HIGH SPEED RAIL TASK FORCE

1) Susan Brody, Chairperson — Oregon Transp. Commission
High Speed Rail Task Force
3970 University Street
Eugene, Oregon 97405
Phone # 484-3758
FAX # 341-1889

2) Anne Squier, Policy Advisor — Governor Designee
Natural Resources
160 State Capitol
Salem, Oregon 97310
Phone # 378-3548
FAX # 378-4863

3) Roger Hamilton, Commissioner — Public Utility Commission
Public Utility Commission
550 Capitol Street NE
Salem, Oregon 97310
Phone # 378-6611
FAX: # 378-5505

4) Earl Blumenhaur, Commissioner — Portland Commissioner
City of Portland - Public Works
1220 SW Fifth Avenue, Room 407
Portland, Oregon 97204
Phone # 823-3589
FAX: # 823-3596

5) Ed Lindquist, Commissioner — Clackamas Co. Commissioner
Clackamas County Commission
906 Main Street
Oregon City, Oregon 97045-1819
Phone # 655-8581
FAX: # 650-8944

6) Shawn Boles, City Counselor — Eugene City Counselor
City of Eugene Manager's Office
777 Pearl Street
Eugene, Oregon 97401
Phone # 346-3100
FAX: # 341-5894

7) Kent Daniels, Commissioner — Benton Co. Commissioner
Benton County Board of Commissioners
180 NW 5th Street
Corvallis, Oregon 97330
Phone # 757-6800
FAX: # 757-6893

8) Michael Ongerth, Vice-President — Southern Pacific Railroad
Strategic Development
Southern Pacific Lines
Southern Pacific Building
One Market Plaza, Room 639
San Francisco, California 94105
Phone # (415) 541-1812
FAX: # (415) 541-1829

9) Ron Scollaro, Chief Admin. Officer — AmTrak
AmTrak (Los Angeles Office)
800 North Alameda Street
Los Angeles, California 90012
Phone # (213) 891-3400
FAX: # (213) 891-3468

EX-OFFICIO MEMBERS

10) Gil Mallery — Washington State DOT
Wash. State Dept. of Transportation
Transportation Building
Post Office Box 47370
Olympia, Washington 98504-7370
Phone # (206) 705-7900
FAX: # (206) 705-6821

11) Jim Slakey — Washington State DOT
Wash. State Dept. of Transportation
Transportation Building
Post Office Box 47370
Olympia, Washington 98504-7370
Phone # (206) 705-7920
FAX: # (206) 705-6820

Willamette Valley Transportation Strategy

PROJECT CONCEPTS

Purpose

To meet the requirements of the Oregon Transportation Plan for a coordinated, multimodal transportation plan for the Willamette Valley and the implementation of a high speed rail system within the Valley.

Objectives

1. Develop a transportation improvement strategy for the Willamette Valley that coordinates the long range transportation plans of public and private jurisdictions within the Valley.

2. Establish the transportation policy framework within which a high speed rail system can be constructed and in operation by 2000.

3. Establish a Willamette Valley Transportation System Coordination Area.

4. Bring a transportation funding package to the 1995 Legislature which includes funding for Willamette Valley transportation system needs.

Principles

1. The strategy is consistent with the goals and policies of the Oregon Transportation Plan and other federal and state transportation planning laws.

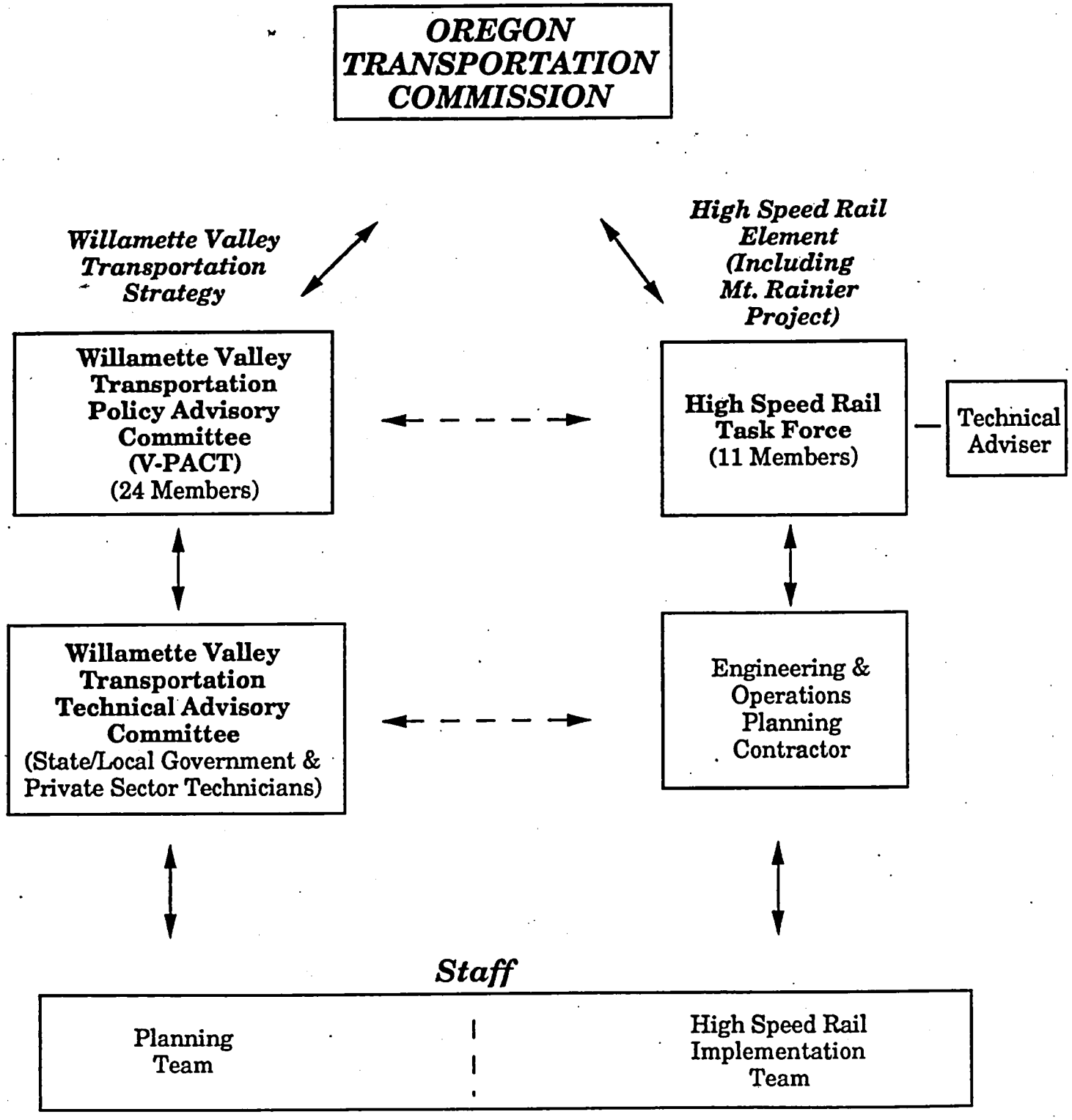
2. The planning process is guided by the Transportation Commission which will adopt the Willamette Valley Strategy.

3. The planning process includes participation by local jurisdictions and the general public through participation in policy and technical advisory committees and public meetings in local communities.

4. The planning process is coordinated with other concurrent ODOT planning projects such as corridor and public transportation planning.

WILLAMETTE VALLEY TRANSPORTATION STRATEGY

PLANNING AND IMPLEMENTATION STRUCTURE



Willamette Valley Transportation Strategy

SCHEDULE

(Revised 9/20/93)

1993

Aug./Sept.	• **Form Committees**
Oct./Nov.	• **Design Studies**
Dec.	• **Select Consultants**

1994

April	• **Complete Strategy Draft**
May/June	• **Public Meetings**
July/Aug.	• **Complete Final Draft**
Sept.	• **Public Hearing**
Oct.	• **Adopt Willamette Valley Strategy**

Willamette Valley Transportation Strategy

PUBLIC PARTICIPATION

Assumptions

- Existing transportation advisory committees in the four MPOs and for corridor strategies will be used as mach as possible for input into the development of the Willamette Valley strategy.
- Strategy development will be coordinated with other ODOT planning projects as much as possible

Participation Schedule

1993	
Sept./Oct.	Produce newsletter to introduce advisory committees and WVTS project Present project to MPO boards and technical committees, and city/county officials.
1994	
Jan./April	Draft policies and strategies through V-PACT and V-TAC
May/June	Produce newsletter which summarizes draft strategies and announces public meetings. Hold 2-3 public meetings in each of the MPO areas.
July/August	V-PACT decides modifications to the policies and strategies based on the public comment.
September	Produce newsletter to summarize public comment and announce public hearing. Hold public hearing.
October	Adopt Willamette Valley Transportation Strategy

WILLAMETTE VALLEY POLICY ADVISORY COMMITTEE ON TRANSPORTATION (V-PACT)

State

Susan Brody, Chair V-PACT
Member, Oregon Transp. Commission
Eugene

Dick Benner, Director
Land Conservation & Development Dept.
Salem

City

Charles Vars, Mayor
City of Corvallis

Craig Lomnicki, Mayor
City of Milwaukie

Jacqueline Zimmer, Councilor
City of Salem

County

Bonnie Hays, Chair
Washington Co. Bd. of Commissioners

Randy Franke, Chair
Marion Co. Bd. of Commissioners

Ed Lindquist, Commissioner
Clackamas Co. Bd. of Commissioners

Metropolitan Planning Organizations/COG

George Van Bergen, Counselor
Metropolitan Service District
Portland

Ralph Blanchard, Polk Co. Com.
Salem-Keizer Area Transp. Study
Salem

Steve Bryant, Albany City Manager
Cascades West Council of Gov't.
Corvallis

Shawn Boles, Eugene City Counselor
Lane Council of Governments
Eugene

Transit District

Tom Walsh, General Manager
Tri-Met
Portland

Pat Hocken, Board Member
Lane Transit District
Eugene

Greg Cook, General Manager
Salem Area Mass Transit District
Salem

Intercity/International Transportation

Port

Dave Lohman, Director
Policy and Planning
Port of Portland

Truck

Billy Sue Etchison, President/CEO
Vail NW
Eugene

Railroad

Bob Melbo, Manager
Willamette & Pacific RR, Inc.
Albany

Air

William S. Ayer, Vice President
Horizon Air Industries
Seattle

Bus

Kim L. Gann, Customer Serv. Mgr.
Greyhound Lines, Inc.
Portland

General Business

Gerry Gaydos, Attorney
President, Eugene Chamber of
Commerce
Eugene

Ray Topping, Regional Mgr.
CH2M Hill
Corvallis

Lay Citizen

Dave Hagueberg, Attorney
Yamhill Co. Parkway Com. Chair
Oregon Tourism Alliance
McMinnville

Robert Lowry
OSU Research Association - Retired
Linn-Benton Loop Committee Chair
OR Association of Railway
Passengers Board
Corvallis

V-PACT POLICY MEMBERS

Susan Brody, Member
Oregon Transp. Commission
3970 University Street
Eugene, OR 97405
(484-3758, FAX 341-1889)

Tom Walsh
General Manager
Tri-Met
4012 SE 17th Avenue
Portland, OR 97202
(238-4832, FAX 239-6451)

Dick Benner, Director
Dept. of Land Conservation
and Development
1175 Court Street, NE
Salem, OR 97310
(373-0060, FAX 362-6705)

Greg Cook
General Manager
Cherriots
3140 Del Webb Avenue, NE
Salem, OR 97303-4165
(588-2885, FAX 588-0209)

George Van Bergen
Counselor
Metropolitan Service District
2336 SE Washington Street
Milwaukie, OR 97222
(659-4440)

Ralph Blanchard
Polk Co. Commissioner
850 Main Street
Dallas, OR 97338
(623-8173, FAX 623-0896)

Steve Bryant
Albany City Manager
P. O. Box 490
Albany, OR 97321
(967-4300, FAX 967-4330)

William S. Ayer
Vice-Pres. Mkt & Plan.
Horizon Air Industries
P. O. Box 48309
Seattle, WA 98148
(206) 431-4514, FAX

Shawn Boles
Eugene City Councilor
Lane Council of Governments
105 N. Adams
Eugene, OR 97402
(346-3100, FAX 687-4099)

Ed Lindquist
Clackamas Co. Commissioner
906 Main Street
Oregon City, OR 97045
(655-8581, FAX 650-8244)

Randall Franke
Marion Co. Commissioner
100 High Street, NE
Salem, OR 97301
(588-5212, FAX 588-5237)

Bonnie L. Hays
Washington Co. Commissioner
155 N. First Avenue
Hillsboro, OR 97124
(648-8611, FAX 648-8895)

Pat Hocken
Board Member
Lane Transit District
2410 W. 22nd Avenue
Eugene, OR 97405
(343-1138)

Kim L. Gann
Customer Service Mgr.
Greyhound Lines, Inc.
550 NW Sixth Avenue
Portland, OR 97209-3744
(243-2355, FAX 243-2368)

David Lohman, Dir.
Policy and Planning
Port of Portland
P. O. Box 3529
Portland, OR 97208
(731-7025, FAX 731-7080)

Bob Melbo
Manager
Willamette & Pacific RR, Inc.
110 W. 10th Avenue
Albany, OR 97321
(928-4875, FAX 928-3151)

Charles Vars
Mayor, City of Corvallis
P. O. Box 1083
Corvallis, OR 97339
(OSU 737-1472; Cor 757-6901,
FAX 757-6936)

Craig Lomnicki
Mayor, City of Milwaukie
10722 SE Main St.
Milwaukie, OR 97222
(659-5171, FAX 652-4433)

Jacqueline Zimmer
Salem City Councilor
1965 Hazel Avenue, NE
Salem, OR 97303
(378-8098, FAX 378-6604)

Gerry Gaydos, Attorney
Pres. Eugene Chamber of Com.
Gaydos, Churnside & Walro
440 E. Broadway, Suite 300
Eugene, OR 97401
(343-8060, FAX 343-1599)

Dave Hagueberg, Attorney
Haugeberg, Rueter, Stone
620 E. Fifth Street
McMinnville, OR 97128
(472-5141, FAX 472-4713)

Ray Topping, Regional Mgr.
CH2M-Hill
2300 NW Walnut Boulevard
Corvallis, OR 97330
(752-4271, FAX 752-0276)

Robert Lowry
2720 NW Mulkey Avenue
Corvallis, OR 97330-2437
(753-5960)

Billy Sue Etchison
President/CEO
Vail NW
85331 Highway 99S
Eugene, OR 97405
(746-1542, FAX 747-0098)

Staff:
Dave Bishop, Project Manager
(373-1279, FAX 373-7194)

Eugene-Corvallis Transportation Issues
VPACT Meeting, 9/30/93

As an example of the need for a Willamette Valley transportation strategy, there are several aspects of travel between Eugene and Corvallis that represent the kinds of issues that could fall between the cracks of the other established planning processes. These include the following:

1--Aspects of travel demand

- Eugene-Corvallis and Corvallis-Eugene commuting, for employment
- Commuting from smaller communities in the "corridor" to either city
- General business travel between the two cities and in the corridor
- U of O/OSU interaction: students, faculty, staff, special events or conferences, etc.
- Access to Eugene Airport, especially for Corvallis residents/businesses and others north of the Eugene area

2--Current transportation facilities and services to address this demand

- I-5 plus Highway 34 (recently improved)--good capacity but out of direction for many people
- Highway 99 W--two lane facility, generally adequate capacity but poor level of service due to alignment, truck usage--not Access Oregon highway
- No current bus or train service between the two cities
- Alternate routes favored (and possibly misused) by some people: e.g. Peoria Road, county road that is superior to Highway 99 W in some respects

3--Potential for Willamette Valley Strategy to address these issues

- "Corridor Study" approach could look at Hwy 99 W and parallel routes to evaluate optimum mix of improvements to address needs
- Consider all modes of travel, including bus and High Speed rail, freight movement by truck and rail, etc.
- Interaction between the two universities: proper mix of transportation modes and non-transportation solutions, such as computer/video connections
- Access to Eugene Airport for northern hinterland: mix of rail, bus, private limo, auto
- Tie to land use: for example, how much commuting do we want between the two cities, even by non-auto modes?

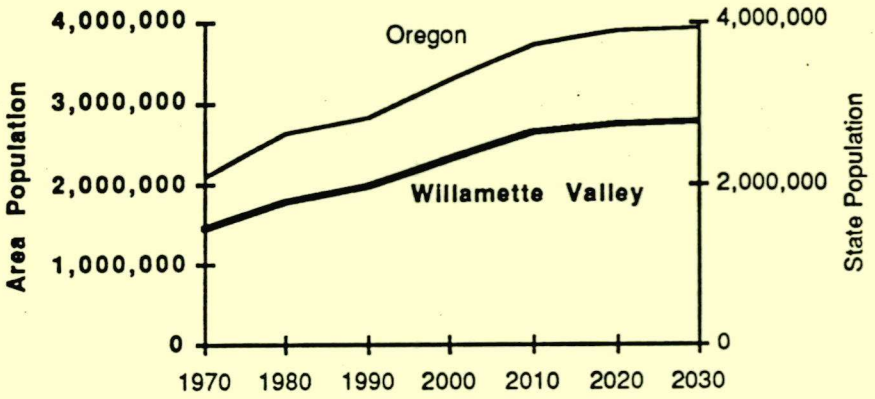
Discussion Paper

WILLAMETTE VALLEY TRENDS AND ISSUES

Washington, Multnomah, Clackamas, Yamhill,
Marion, Polk, Benton, Linn, and Lane Counties

POPULATION AND ECONOMIC ISSUES

State and Area Population Projections



Population

- Population in the Willamette Valley is currently increasing rapidly.

	Portland PMSA	Salem MSA	Eugene-Springfield MSA	Linn-Benton	Total
April 1, 1990 (US Census)	1,239,842	278,024	282,912	162,038	1,962,816
July 1, 1992 (Center for Population Research and Census)	1,308,700	294,500	293,700	167,900	2,064,800
Projected 2012 (ODOT)	1,746,988	367,793	358,493	198,214	2,671,488
Projected Increase 1992-2012	438,288	73,293	64,793	30,314	606,688

*The Portland PMSA is Clackamas, Multnomah, Washington and Yamhill Counties.

- The Executive Department forecasts Oregon's annual growth rate at about 1.7, slowing to 1.5 per year during the rest of the decade; the state is growing faster than the national average.

- The Willamette Valley is expected to contain 71 percent of the state's population in 2030, up from 69 percent in 1990. (ODOT Demographic and Economic Forecasts)

- Commuting patterns contributed to the designation of Columbia County, Oregon and Clark County, Washington as part of the Portland CMSA.

Employment

- The economy of the Willamette Valley accounts for 75 percent of current state nonagricultural employment and is projected to account for 77 percent in 2030. (ODOT Demographic and Economic Forecasts)

- Oregon's job and income growth are expected to continue growing faster (at about 2.2 percent per year) than the national average through the remainder of the decade. (Oregon Economic and Revenue Forecast)

- In the Willamette Valley, the Economic Development Department sees continued decline in timber-related jobs, but continued growth in high tech industries. A variety of mainly high tech and food processing industries are seeking relocations in the Valley, and diversified services and manufacturing are also expected to grow.

Highway Traffic Growth

- Average daily travel on I-5 varies greatly by location and growth rate:

Location	1991 ADT	Annual Growth Rate
Belt Line Road in Eugene	46,350	3%
US 20 at Albany	32,700	3%
Market Street in Salem	61,100	3%
Stafford Road at Wilsonville	78,200	4%
ORE 217 at Tigard	109,900	3%
Marquam Bridge in Portland	88,100	1.6%

- The amount of truck traffic on I-5 varies from 4 to 23 percent of total traffic, depending on location.

TRANSPORTATION SYSTEMS SERVING THE WILLAMETTE VALLEY

- **Roads, streets, and highways** in the Willamette Valley comprise 36.6 percent of the state's total. There are 1,894 miles of state highways available in the Willamette Valley. Its 69.1 percent of state population accounted for 57.6 percent of the state highway vehicle miles traveled in 1990.

- **Rail freight service** is provided by Southern Pacific, Burlington Northern, East Portland Traction Company, Port of Tillamook Bay, Willamina and Grande Ronde, and Willamette Valley Railroad.

- **Maritime port** deep-draft facilities are located at the Port of Portland. In addition, shallow-draft barge transportation is available above Portland on the Columbia and Willamette Rivers. The Port of Siuslaw serves coastal Lane County commercial/sport fishing industry and occasional coastal barge service.

- **Public transportation** in the Portland area is provided by Tri-Met, Molalla Transportation District and Wilsonville Transit; Salem area - Salem Area Mass Transit District, the public and senior transportation district serving Polk County, and Woodburn Transit; Mid-Valley area - the Linn-Benton Loop, and Sweet Home-Albany Loop; Eugene/Springfield - Lane Transit District, and Florence. Another 100 special transportation providers primarily serve the elderly and handicapped.

- **Amtrak** stations are located in Portland, Salem, Albany, and Eugene.

- **Intercity bus** service is provided by Greyhound Lines, Raz Transportation, Cascade Trailways, Valley Retriever, CAC Transportation, Santiam Stages, and Porter Stage Lines.

- **Air carrier** service is available at Portland International Airport, Salem (McNary Field), and Eugene (Mahlon Sweet), while 28 other airports are part of the Oregon aviation system.

SUGGESTED KEY ISSUES

- Increased population and economic development pressures on the existing Willamette Valley freight and passenger network.
- Need for public consensus on urban form and the role of small communities in the growth of the Willamette Valley.
- Lack of structure for coordinating Valley-wide transportation decisions among the state, metropolitan areas and local jurisdictions.
- Implementation of the high speed rail, including the development of a marketing strategy and an integrated transportation network that supports high speed rail service.
- The future role of I-5 and Highways 99W and 99E, their remaining capacity and need for additional lanes or alternatives.
- Improvement in transit and intercity passenger service between major urban centers and outlying communities.
- Lack of convenient transportation interconnections for passengers and freight movements.
- Future economic viability of seldom used railroad branchlines. Alternatives uses for these rail corridors.
- Improved passenger and freight linkages to national and international markets.
- Need for data on transportation facilities, travel patterns and trends.