



Oregon

Theodore R. Kulongoski, Governor

Government Ethics Commission

3218 Pringle Rd SE Ste 220

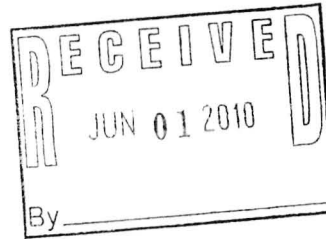
Salem, OR 97302-1544

503-378-5105

E-mail: ogec.mail@state.or.us

Web Site: www.oregon.gov/ogec

May 26, 2010



Rod Park
600 NE Grand Ave
Portland, OR 97232

Re: Rod Park
Case No. 10-147ENJ

Dear Mr. Park:

The Oregon Government Ethics Commission (Commission) has received a complaint from Marni Zollinger regarding you.

The Commission's jurisdiction is very specific and relates to matters involving Oregon Lobby Regulation laws pursuant to ORS 171.725, executive session provisions of Oregon Public Meetings law pursuant to ORS 192.660, and Oregon Government Ethics law, which prohibits the use of public office for personal gain pursuant to ORS Chapter 244.

The issues raised in the complaint do not appear to involve these areas of Commission jurisdiction. The Commission has taken no action on the submitted material, but is providing copies of it to you for informational purposes. Please feel free to contact this office if you have questions.

Sincerely,

Ronald A. Bersin
Executive Director

Enclosure

ethicsNC3



RECEIVED

MAY 17 2010

OREGON
GOVERNMENT ETHICS COMMISSIONOREGON GOVERNMENT
ETHICS COMMISSION

COMPLAINT FORM

Case No. _____
(assigned by commission)

See page two of form for important information

(please type or print clearly)

1. Identify the public official(s) you believe may be involved in the alleged violation: (If you are alleging that more than one person may have violated the law, you must provide complete information for each individual. You may attach additional sheets if necessary.)

Name: Rod Park
Address: 600 NE Grand Ave
Portland, OR 97232
Public Position: Councilor District 1, METRO
Telephone: (work) 503-797-1540 (home) _____
(include area code)

2. Describe in detail the circumstances, incidents or events that lead you to believe a violation has occurred. Provide information that would answer such questions as who, what, how, where and when. Enclose any supporting documents, minutes, recordings, statements, news clippings, etc. The information you provide must support your belief that a violation occurred and the named official was responsible. (You may attach additional sheets if necessary.)

I was aware that Scott Robinson had
directed me toward a lobbyist to
pay for compliance METRO was responsible
to extend.

↓
collusion.

↓
kick back?

See reference Document
for details

I understand that if an inquiry is initiated upon review of this complaint, the public official subject to this complaint will be notified of the nature of the complaint, my identity and will be provided copies of this complaint and any enclosures.

Signature: [Signature]

Date: 5/6/2010

Printed Name: Marni Zollinger

Mailing Address: 552 SW 24th St.
Troutdale, OR 97060

Telephone: (work) 801-637-8984 (home) _____
(include area code)

IMPORTANT

The jurisdiction of the OGEC is limited to the following areas:

- Use of public office for financial gain (ORS Chapter 244)
- Conflict of interest (ORS Chapter 244)
- Statements of Economic Interest (Chapter 244)
- Executive session provisions of Public Meetings law (ORS 192.660)
- Lobbying regulation law (ORS Chapter 171.725 – 171.785; 171.992)

(Statutes can be viewed on our web site at www.ogec.state.or.us)

If you have questions about this form, your complaint or the jurisdiction of the OGEC, it is suggested that you call 503-378-5105 to discuss the issue briefly with a staff investigator before you file.

Please complete all sections of the form. **Complaints will not be accepted without a signature.**

You will receive verification of receipt of your complaint and will be given any further instructions by return mail. The public official subject to this complaint will be notified of the nature of the complaint, your identity and will be provided with copies of this complaint and any enclosures.

The OGEC is required by law to conduct the preliminary review confidentially. The OGEC will make no public disclosure or comment related to this matter other than to acknowledge that a complaint is pending if an inquiry is made. The confidentiality requirement applies only to OGEC personnel. The ability of any other persons to publicly comment about this matter is not affected. At the conclusion of the preliminary review, all information concerning this matter will become available to the public.

Submit your form to: Oregon Government Ethics Commission
3218 Pringle Rd SE, Suite 220
Salem, OR 97302-1544

Telephone: 503-378-5105

To: Oregon Attorney General

Executive Summary:

5 In March 2009 I, Marni Zollinger, brought a proposal to Mayor Kight of Troutdale, Oregon for a technology called "ZESC". Part of that technology converts municipal solid waste "MSW" into energy or building products without a smokestack. We also intended to implement a superconducting motor with a standard generator. I had previously acquired an interim phase debt investment commitment from Mr. Mark Alexander, a sophisticated partner with a rich energy and forex background. Embracing this proposal
10 requires that I have BTUs (the unit of measuring energy reserves, which are discounted to a net present value as per the TriStone Energy Survey) to replace Mr. Alexander's collateral under the terms of an ISDA Master Agreement with rights of collateral substitution. Such was the basis of our interim to permanent financing transaction. In layman's terms, our proposal provided a mechanism for investment into green, clean energy and waste remediation without any assets, capital or credit from anywhere in Oregon
15 (contingent upon my ability to secure the rights to solid waste, which rights were needed to secure the permanent loan which replaces the interim phase or construction loan).

When I made my proposal to Mayor Kight he assisted me in procuring a verbal MSW/BTU commitment from METRO. That verbal commitment was from Mr. Scott Robinson, Deputy Chief Operating Officer.
20 METRO exerts "flow-control" over all solid waste in this region of Oregon. I assisted Mayor Kight in meeting with and obtaining from Oregon Senator Wyden a verbal commitment to assist the City of Troutdale in obtaining CREBs (Clean Renewable Energy Bonds). This was so the City might realize an ownership interest and generate non-tax revenues from a ZESC facility.

25 Mayor Kight was hit from behind by a staffer who was fully cognizant that the proposal did not involve city assets, capital or "full faith and credit" upon which the City Council might make a decision. Prudence compelled Mayor Kight to present the opportunity to the full city council. The City Council approved the proposal subject to due diligence. The staff of the city and Councilor Matt Wand then moved behind the scenes to destroy my reputation and impede my forward momentum. Mayor Kight, sensing a battle that he
30 couldn't win, joined in the efforts to destroy my reputation and derail the proposal. They settled on defaming me and the record suggests that this defamation existed within the city, beyond the city to the State contacts that I had made, to our Oregon Senator's staff and inflicted that treatment on others.

35 Mayor Kight elected to pursue a secondary energy transaction (wind farm). To my knowledge Mayor Kight would not divulge information to the Council or the public. Councilor Hartmann asserted to me that at no time did he proxy his voting rights or his authority to advise or consent on matters related to the proposed wind farm. Were public funds expended on the wind farm without the board's knowledge or consent?

40 I believe Troutdale meant to destroy my previous oral arrangement with METRO. METRO was subject to Oregon's Waste Law (HB 3744). METRO arranged a meeting with a lobbyist, Waste Management's David White, who wanted to be paid. Mr. White confirmed that he had been present in "meetings" in which elected officials related to or directly from Troutdale asserted that they would not allow a ZESC facility to exist anywhere in their service area without financial consideration.
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Sensing that Troutdale would purposely intervene on any ZESC proposal in the area, I withdrew my proposal. I engaged another application involving the Wood Village Enterprise Zone. I was determined to inject energy revenues back into the local community. Marketing wholesale-priced renewable electrical energy under my FERC certified 'market based rate authority' might generate much needed payments to
50 the Reynolds School District, which was struggling financially. I required commercial finance using standard energy means known as dNPV, or discounted net present value. Most "fossil" fuel energy financings at commercial banks utilize this "future flow" as collateral (not municipal assets, capital or credit). My efforts were to assist any political subdivision with soliciting ARRA 09 Section 1603 grant funds in lieu of tax credits. I would forego that grant benefit in favor of the West Columbia Gorge
55 Consortium. The Consortium is an economic development authority funded by a 4-city "east county" group

of communities: Troutdale, Wood Village, Fairview and Cascade Lockes. Mr. David Eatwell led me to believe that with Troutdale under new management (interim City Administrator, Ron Garzini) any and all signatures required for allowing the Consortium to accept the benefits of a ARRA 09 federal grant funding of an equity contribution might be forthcoming.

At our first meeting, Mr. Garzini indicated that he had sufficient energy finance background to comprehend my request for dNPV financing. At our second meeting, Mr. Garzini insisted that I was perpetrating a fraud. Mr. Garzini staged an unfounded attack upon me by falsely inducing me to attend a meeting for Consortium approval. Garzini called in the Chief of Police and the FBI. The FBI agent, Mr. Joe Boyer, agreed that Mr. Alexander should have 1) ownership 2) and possession of the interim collateral for the Troutdale transaction (which was null and void at the time of the meeting). Mr. Boyer omitted declaring that Mr. Alexander would not participate with Troutdale or any Oregon political sub-division without my contribution of BTU collateral and without the political subdivision having already acquired and agreeing to contribute CREBs, other grant money, or ARRA09 stimulus funds. Certain City officials provided slander, defamation and intimidation instead of a financial contribution. Mr. Alexander was prepared and able to contribute at that point in time. Mr. Boyer's office was put in contact with Mr. Alexander who agreed to send 1 bond (of 4) to Portland by FEDEX for 5 days whereupon it would be returned. As soon as Mr. Boyer had the bond, he claimed he was unable to confirm ownership and possession of the bond and set about conducting a "US Patriot Act" due diligence investigation of Mr. Alexander's transaction. Agent Boyer told me that he would be asking the Venezuelan banking officials to discuss the details of a private debt transaction that they entered into with Mr. Alexander and others. No financial institution needs to divulge counterparties when validating a financial contract involving Mr. Alexander. Mr. Alexander provided the means to verify the identity of the counterparties (source and date of electronic interbank messages). Efforts that lead to any repudiation of a valid financial contract are subject to claims of damages. Mr. Boyer made his audience in "east county" question Mr. Alexander's credibility as they had done with others and me. That was a pattern of behavior. When provided with the mechanisms to validate the financial contract that controls the collateral, Mr. Boyer chose to ignore the 8-year paper trail in favor of an approach which could harm the validity of the financial contract. Mr. Alexander took precautions to safeguard his financial contract by contacting Venezuelan banking authorities. A forensic document examiner confirmed that his financial contract was an original and that the US government would have to accept full responsibility for any damages from Mr. Boyer's flagrant disregard of the 8-year paper trail and the prior US Patriot Act compliance measures or "due diligence". Mr. Boyer chose to consistently misunderstand the basis of our financial transaction dynamics or that the transaction with Troutdale was voided by reason of Troutdale's deceit. Mr. Boyer may have a prior relationship to some of the sources of my defamation, intimidation and slander. The FBI is holding Mr. Alexander's \$84 Million dollar bond (2022) without permission or cause. Mr. Alexander has repeatedly demanded the return of his property.

The history of defamation, collusion, slander and intimidation in "east county" involve job threats (anonymous complainant) and physical intimidation (anonymous complainant) and slander (myself) as well as deploying the art of "crafted omissions" will be outlined. I will describe these events in detail that appear to have overtones of creating the atmosphere to induce kickbacks or bribes.

ZESC proposal in Multnomah County, OR

In March 2009, I contacted Troutdale City Administrator David Nelson. I provided spreadsheets, a draft utility developmental agreement, and about 10 other items of information prior to the meeting with Mayor Jim Kight, City Attorney David Ross and Mr. Nelson. *1 Total disclosures within the first two months numbered approximately 17. The agenda for the meeting: to discuss an innovative TALF transaction and the City of Troutdale's potential for earning a pro-rata participation interest or assignment of revenues if the City were able to procure an allotment of CREBs- Clean Renewable Energy Bonds.

At the March 2009 meeting with Mayor Kight, Administrator Nelson and City Attorney Ross, I physically walked some documents into our meeting so that the officials could observe original signatures. I presented the parameters of my proposal - a public/private business combination that would not require city assets, capital or their full faith and credit. The income potential was from their equity contribution in order to acquire an Assignment of Proceeds from an advanced renewable energy facility utilizing 2

different advanced commercial technologies. The potential to create jobs and new green infrastructure for the city and community were presented. City Attorney David Ross spent much of the meeting going over the Oregon code that would require the facility to obtain siting and permitting through the Oregon Siting Committee. I assured him that high efficiency electrical generators which operate without combustion processes are granted a special exemption. Mr. Nelson introduced himself to me as the economic development official for the City of Troutdale. I discussed the 12% escalation and contingency allowances in the financial projections and stated that we were satisfied with this figure and the 15% interest rate. This is overly conservative for a commercial energy transaction of this type. Mr. Nelson smiled back and stated that he would "get back with me". I later came to understand that Mr. Nelson had no prior economic development training or experience. Mr. Nelson had just within the month been promoted to City Administrator from his former position as City Police Chief. Mayor Kight was favorably disposed at this meeting and wanted to proceed. I suggested that since no city assets, capital or full faith and credit were involved the option to assert that the City wanted to obtain a revenue stream through the public/private business combination was subject to authority granted under the City Charter.

Over the next few weeks Mayor Kight vacillated, giving positive signals but being unwilling to draft a written expression of interest. I copied the city on all CREBs matters pertaining to Mr. Polfer of the IRS and M Pridgeon of the OMB's EOP. In all communications I expressed a willingness to engage, communicate, meet with, and provide whatever materials were required to resolve their concerns. I encouraged the Mayor to seek assistance from the state agencies if needed.

Mayor Kight arranged a contact with Mr. Scott Robinson, Deputy Chief Operating Officer at METRO Council. This is a Metropolitan Service District covering a tri-county area including Multnomah County. METRO has "flow-control" authority over the movements and entrainment of all MSW (solid waste) generated within this tri-county service area. METRO controls all recycling income. I met with Mr. Robinson and provided our basic requirements: 500 tons of MSW (municipal solid waste) per day (this is roughly 1/5 of what is currently entrained by Metro's licensed contractors). I stipulated that our facility would incur \$Zero "tipping fees" (compared to \$60+/ton in Oregon landfills). I required that the BTUs would be pledged as collateral by myself in order to procure permanent financing along with the 'future flow' (future income) from wholesale electrical sales. I requested that MSW which was being buried should be supplied to the ZESC facility. On April 24, 2009, Scott Robinson of METRO verbally approved my proposal for the MSW (BTU) commitment to the ZESC facility. *2a *2b

Oregon Senator Ron Wyden was scheduled to have a Multnomah County "town hall" meeting on April 5, 2009. I suggested to Mayor Kight that we attend and attempt to obtain the Senator's express written commitment to assist the City in obtaining CREBs through the US Treasury (IRS). *3 Senator Wyden provided a verbal commitment to assist the City. *4

On May 6, 2009, I got a call from City Administrator David Nelson. Mr. Nelson informed me that he was threatening to "blow the whistle" on Mayor Kight. Mr. Nelson wanted my proposal presented before the City Council in a public setting. Mr. Nelson insisted that although he understood that the financing did not involve City assets, capital or credit his concern was that the City Council should be a party to the decision of whether or not to proceed with procuring federal aid (CREBs) or seeking another grant application which could have provided the city with equity participation at the permanent loan phase.

At the May 26, 2009 "work session" I met the 6 City Councilors and the Mayor. Councilman Matt Wand presented his business card and suggested we have lunch. The City Council determined to move forward upon Due Diligence. I was asked to work with Mr. Nelson in order to clarify any concerns. These explicit statements upon this were erased from the audio record and the written record at some later point in time, however the general intent is still preserved (though the record may of course be further altered).

The day after the Council decision, I expressed my availability. Mr. Nelson responded. *5 Mr. Nelson seemed to be implying that a minority of Council was against the option of obtaining revenues for the City, which would negate the prior full-council decision. Mr. Nelson acknowledged the Council's explicit direction to perform Due Diligence.

I suggested that due diligence might settle the lingering reservations.

5 In mid-June, Councilor David Hartmann called me to discuss my emails. My emails sought to clarify whether or not the City Administrator wanted to reverse the decision of the city council. My concerns were about a decision made in the public light that was reversed behind closed doors. Councilor Hartmann agreed that a conflict was in evidence and promised to uphold the commitment to conduct due diligence.

10 On July 7, 2009, Councilor Wand wrote an email to our independent electrical engineer. This gentleman is a respected electrical engineer and Ph.D. who chairs a department at an Oregon university. Councilor Wand implied that the City would contribute money to the project. That implication was false. I had claimed before that this electrical engineer was providing an independent analysis of output capacity. Councilor Wand implied that our relationship with the electrical engineer was that of an on-going contract. Any on-going relationship with an independent engineer would have been a violation of engineering standards. ***6 Councilor Wand used his status as a lawyer and as a city councilor to intimidate this electrical engineer. That pattern of behavior was creating fear over possible recriminations which became a standard.** The electrical engineer stated that he would *never* respond to Councilor Wand under any circumstances, if at all possible. ***7** Later communications with the Legal Counsel of the Oregon Board of Examiners for Engineering and Surveying confirmed that the electrical engineer responded to Councilor Wand. Councilor Wand was attempting to lure him into an ethics violation of sufficient magnitude to cause the revocation of his engineering license; refusal to answer is a proper response. Due to Councilor Wand's aggressive email, this electrical engineer declined to provide any further engineering assessments or reviews when requested by me to provide such services.

25 It was reported that on/near July 8, 2009 at a City meeting an unidentified City Council member **turned off the recording equipment in order** to discuss Mr. Nelson's attempt at due diligence. Mr. Nelson **may have asserted that I had never provided full disclosures about the ZESC proposal. Mr. Nelson claimed that I flirted with him during our single meeting.** All communications at the meeting had been across a table with Mr. Nelson seated between the Mayor and the City Attorney. I had not met with the Mayor, the City Attorney or Mr. Nelson at any time prior to our initial meeting and I have never met with Mr. Nelson at any time between those meetings including on the date of his testimony. My emails had a professional tone and I usually copied others. **Councilor Wand, who had given me his card and invited me to lunch, declared to the City Council that I had been stalking him/his staff at his law office.** My prior calls had not been returned involving his lunch invitation which I abandoned. In my opinion their intent was never to conduct a proper due diligence. **Councilor Wand then composed a Cease and Desist letter against my project and myself after this off-the-record meeting with unknown attendees. *8** The letter included the request that I not represent myself as a City employee/official? The letter implies that I cease contacting congressional representatives.

40 I was not informed of this off-the-record meeting until many months later.

45 Councilor Hartmann contacted me and stated that in his opinion the City had acted improperly with regard to the C&D letter. The City already rendered a decision to conduct due diligence on May 26, 2009. Councilor Hartmann started performing that due diligence in earnest. Councilor Hartmann's professional experiences included project management. For several months, Councilor Hartmann asked questions -- by phone -- and requested follow up materials and further clarifications by email. Councilor Hartmann told the majority of his fellow councilors that he was conducting the due diligence that the City had promised but had failed to perform.

50 By July 2009, I was preparing a CREB's application for the City at no charge. The filing deadline was August 4, 2009. I asked Councilor Hartmann if he would be able to go on a fact-finding mission to Washington DC during the filing period.

55 In Washington, DC, Mayor DeBerry of Holly Springs, Mississippi and I visited Mississippi Senator Roger Wicker and met with staff. Ultimately, Senator Wicker's staff provided support letters specifically addressed to all 3 primary contacts at various federal agencies. ***10 *11** Mayor DeBerry had granted me an LPOA to act in the best interests of their City. ***12**

After communicating with Oregon's Senator Wyden's office I made arrangements to meet with Senator Wyden's senior energy advisor, Mr. Dave Berick. Mayor DeBerry and I met with Mr. Berick. Senator Wyden is my Senator because I live in Oregon. I proposed a bi-partisan effort between Senator Wicker and Senator Wyden. Senator Wyden made a bold statement of support on the record to assist with our CREBs application. In the interim period of time something or someone intervened to derail that pledge. We sought to distill Senator Wyden's expression of support into an express writing. That written pledge never materialized. Mr. Berick understood that the ZESC proposals to the DOE, the Treasury or the USDA would not require federal program funds. Berick understood that a standard credit enhancement without collateral substitution provided one-way benefits. We offered an innovative alternative. Mr. Berick decided our solution was a "Goldman Sachs" solution? That assessment was unfounded. ISDA Master Agreements with rights of collateral substitution and dNPV finance are mainstay, ordinary and routine financing parameters. The draft documents are widely accepted and proven to work in the international interbank community as formalized framework agreements. *13(scroll down page) samples Assuming that the US government had agreed to provide the City of Troutdale with collateral instead of equity that collateral would earn the City income not the federal government.

Councilor Hartmann was able to visit Washington, DC, missing Mayor DeBerry by two days. Councilor Hartmann scheduled a meeting with Dave Berick on August 3, 2009. Councilor Hartmann appeared to fact-find. He sought to assure himself that all portions of the government were working equitably for all energy. Councilor Hartmann confirmed my financing proposal and Mayor DeBerry's efforts of seeking equal access to capital and a lender. Hartmann acknowledged my dNPV contribution and the City's prospective CREBs contribution. *14 Councilor Hartmann audio-recorded that meeting and made it available to the City. Councilor Hartmann completed the due diligence process.

Invitations were made to hold a special meeting to discuss the due diligence findings in public and to allow me a Q&A session. That meeting was scheduled for early September at McMinamin's Black Rabbit Restaurant on September 11, 2009. Present at that meeting were former Mayor of Troutdale Mr. Paul Ptolifer, former Troutdale City Councilor David Ripma, current Councilor Matt Wand, and current Councilor David White.

Following this meeting, I was told that Councilor Wand stated to Councilor Hartmann that upon ascertaining as fact that the proposal was non-recourse to Troutdale and would provide jobs, then he would support this project. I provided Councilor Wand with proof of the non-recourse objective in writing *15 *15b and the job estimate *15c. I provided them all with the TriStone Energy Survey (again). Councilor Wand backed out of his oral commitment. Councilor Glenn White sought sufficient sureties to warrant clean up of the site after cessation of operations at some point in the future. Councilor White remained true to his stipulation and his support. By law no more than the 3 City Councilors could be present at any location so a separate breakfast was arranged with Councilor Hartmann, and Councilor Norm Thomas. Councilor Thomas specified his terms for support which he has held constant to this day. A meeting with Councilor Barbara Kyle was not conducted due to conflicts in her schedule.

On October 13, 2009 Councilor Hartmann was able to obtain a Council decision to provide a city LOI in support of the US Treasury/IRS CREBs application. *16 One day later, **Mayor Kight produced an email from Senator Wyden's staffer, Mary Gautreaux, which asserted that I "trashed" Senator Wyden. Mayor Kight used the email to insist that cooperation with ZESC should cease. *17 In December 2009 Ms. Gautreaux admitted on tape that she had *not* been aware of any attempt on my part to "trash" Senator Wyden. Ms. Gautreaux relied solely upon information provided to her by Mayor Kight. *86 compare to *87 I suspect that Ms. Gautreaux was also attempting to "erase" the Senator's April 09 commitment and omit the slander and defamation items... including their sources. Senator Wyden's public commitment to pass a progressive bill calling for equal tax treatment for renewable energy was a matter of public record. *18 Dave Berick's unwillingness to concede that renewables *should* be allowed to access the same financing mechanisms as all other fossil fuel proponents was a conflict. Senior staff could not be overcome. *93 Senator Wyden's staff continued to request materials that were not part of my proposal in order to deflect the Senator's oral commitment to support Troutdale's CREBs application. Mary Gautreaux requested a federal program fund application number for using federal program funds. That was not the**

ZESC proposal and Senator Wyden had not committed to support such an effort. Ms Gautreaux suggested that Troutdale request Senator Merkley's endorsement. **Mayor Kight may have begun circulating a "Wyden email" in October 2009, which voided our prior understanding and express written commitment.**

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I assert that Mayor Kight was circulating the false statement that since the CREBs application failed I had solicited Troutdale to procure capital, assets, or full faith and credit. I assert that Mayor Kight claimed that the city's (tax exempt) bond status (full faith and credit) would be utilized. I have stated in writing that recycling above 35% of a waste-stream is not IRS-compliant which voids tax-exempt bond financing by the City. *19 – (which I had distributed at the *May 26th meeting*). The City does not have sufficient capital to contribute an equity interest. *51 The city has asserted it has insufficient money for road repair. On October 6 2009. *20 *21 the request was made to be **entered on the agenda. It was denied.**

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Councilor Hartmann convened "mediation" meetings. Councilor Doug Daoust was the mediator. Mayor Kight presented documents that had been provided to Senator Wyden's staffer, Mary Gautreaux, including a letter from the Reynolds School District. Unidentified City Council members/city staff objected to a portion of the facility revenues being assigned to the Reynolds School District. I was not aware of the fact that the Reynolds School District had proxied their financial decisions to officials of the City.

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The mediation meetings were concluded when it discovered that Mayor Kight may have engaged a third party to apply for a state grant in support of a wind farm for Troutdale. Assuming Mayor Kight entered into an oral arrangement utilizing no city assets, capital or pledging the full faith and credit of the City then action was taken which was much different than the slander, intimidation, and defamation that my application and proposal had elicited to date. **Mayor Kight refused to disclose details or identify the wind farm proposal proponents. Councilor Hartmann requested full disclosure. Mayor Kight has not provided any information on that application or that proposal. The identity of the grant-writer or the costs incurred was not made available in the public record. Councilor Hartmann asserted that he has never proxied his authority to review, approve, advise or consent on a wind farm and is aware of no due diligence efforts regarding that proposal. Councilor Hartmann made those concerns known to the FBI and has expressed concerns that our proposal was singled out and treated differently than this alternative proposal.** I have submitted a FOIA (open records) request to obtain materials. I would request emails from and to METRO and Senator Wyden involving Mayor Kight and Councilor Wand but I suspect records will be altered. "Crafted omission" seems to be the special treatment we have been allotted that I suspect is discriminatory in nature.

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At this point in time I decided that Troutdale should yield to the greater needs of the Reynolds School District. The School District positively expressed their desire to obtain any alternative revenues/income including that from a ZESC facility. The School District prefaced their commitment on non-recourse terms and not having to contribute capital, assets or full faith and credit and being exempt from ZESC-related liability. That was when the ARRA09 option became a viable alternative to the CREBs applications which had lapsed. Having the School District as a public beneficiary gave Councilor Hartmann the means to mediate Troutdale's cooperation in extending federal grants for those less inclined to assert unsavory methods and means such as were demonstrated by certain Troutdale officials.

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On December 3, 2009, Councilor Hartmann and I returned to the METRO Council in order to formally request the written MSW/BTU commitment. I cited HB 3744 which in my opinion required that METRO encourage recycling. Our ZESC facility proposal was the ultimate recycling option prior to resorting to a policy of last resort which was a policy of entrainment of more MSW into the public landfill. All landfills outgas methane which is more lethal than CO2. METRO Deputy Chief Operating Officer Scott Anderson, METRO Solid Waste Operations Paul Ehinger, another METRO employee, and METRO Counsel Marvin Fjordbeck, were present at this meeting. *24 *25 *26 It is possible that Councilor Hartmann may have recorded this meeting.

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The meeting quickly degraded. Mr. Robinson opened the meeting by declaring that I would not receive any formal answer to my request. Mr. Robinson insisted that he wanted to follow standard municipal

procedures for utilizing public credit beyond the IRS statutory limit on recycling: I was not allowed to present the legal opinion on the IRS definition of recycling solid waste for profits. Mr. Robinson demanded that my investor agree to underwrite a prototype facility. I responded that we were not interested in underwriting a small-scale facility. We were not seeking METRO capital, assets, or full faith and credit in any way, shape or form. Mr. Robinson objected that I was representing interim (construction risk) financing predicated upon permanent financing and equity contributions from the Reynolds School District. I informed them that our financing methodology protected the IP (intellectual property) from any lien, claim or encumbrance because we did not own it we would license it. Mr. Robinson stated with certainty that he (METRO) had conducted a study and that no investors had been found to be interested in waste to energy advances. I responded that different technology and levels of investor sophistication merit different risk appetites. Mr. Robinson was solicited to call Mr. Alexander himself and satisfy himself that Mr. Alexander was a sophisticated investor. Mr. Robinson inferred that my investor was not fully accredited and that I was in possible violation of federal securities laws. That same charge would be repeated by Mr. Garzini in the months to come.

I suggested that METRO's legal obligations were simple, clear and in line with the recycling goals and rules promulgated by the IRS, which prohibited tax-exempt bond finance above 35% recycling limitations. I suggested that METRO's legal obligation were in line with Oregon's ruling to minimize as much as possible entrainment. I concluded that we were willing to work with METRO recyclers to determine which Materials Resource Recovery Facilities (MRRFs) might lower the costs of trucking or delivering our feedstocks. I represented that current Oregon law supported my request and that I should be able to contract with any local area haulers. It appeared to me that METRO's authority was not to be questioned. No hauler would act without METRO's consent for fear of losing their contracts. Mr. Elhinger and the other officials offered their advice that a waste to energy facility was already in operation in METRO's Service Area and that the local haulers were prohibited from taking the MSW elsewhere.

On December 7, 2009, I followed up that meeting with an email re-tracing our conversation highlights. ^{*27} On December 11, 2009 I asked Mr. Robinson if he had rendered METRO's decision. He responded by avoiding the language of the law cited (crafted omission) and he referred me to a lobbyist for (my competition) Waste Management ~ Mr. David White. ^{* 28}

Mr. David White and I communicated for roughly a month. Mr. White confirmed that he met with the waste-haulers and was their representative. Mr. White suggested that he could introduce my proposal at "meetings". I asked Mr. White to convey this proposal: 500 tpd of MSW, no tipping fee. Mr. White agreed that the terms were highly attractive, but Mr. White refused to convey my proposal. **In my opinion, Mr. White would have conveyed my proposal if I had retained his services. When I would not follow Mr. White's suggestion, Mr. White angrily told me that he knew for a fact, through "meetings" that he had had with third parties, that under no circumstances would a ZESC facility be allowed to be constructed anywhere in the METRO service area. I asked him what "meetings" he had been at, and where he had heard such things. He refused to describe those "meetings" in detail. Mr. White refused to describe the participants at those "meetings". Mr. White stated for a fact that "public officials" were telling him that a ZESC facility would not be allowed to be constructed without prior consideration. Mr. White maintained that he would carry "Troutdale's" assurances to me and not any of my assertions back to METRO or Troutdale. Mr. White refused to cooperate any further. Though METRO had sent me to negotiate a BTU proposal with Mr. White it was apparent that METRO could not compel Mr. White to adhere to the same law that METRO was not willing to acknowledge (crafted omission). METRO was delegating their compliance and I returned to Mr. Robinson of METRO to no avail ^{*30} with another month lost. I questioned how Mr. White could report results prior to METRO's decision.**

On January 18, 2010 I crafted a hybrid solution for METRO – a *non-responsive* statement similar to our prior oral understanding - that haulers were exempt from requirements to entrain MSW when there was another opportunity to recycle —which I proposed as a middle ground. ^{*31} page 2,3 The solution would have allowed METRO to comply with the law of Oregon and the IRS tax code. I copied all METRO contacts including my elected official, Councilor Rod Park. **Marvin Fjordbeck, the METRO Legal**

Counsel, authored a specimen. *32 I contacted Councilor Rod Park requesting his intervention. *33 He failed to respond.

Overlapping this period of time I expressed my dismay about working with Troutdale to Mr. David Eatwell the Economic Development Director of the West Columbia Gorge Consortium. I was looking for a location free of Mayor Kight's and Councilor Wand's reach. Mr. Eatwell presented maps of available tracts of land beyond Troutdale. He suggested that I approach another political subdivision, Wood Village, which had an attractive piece of undeveloped land near the old Reynolds Aluminum Plant that might become available. I obtained an LOI from Wood Village, for that purpose *34. I obtained a lease/sell, option agreement. *35 I began to conduct negotiations for Enterprise Zone benefits. *36

Wood Village began to stall. I suspected that Mayor Kight and/or Councilor Wand were again spreading false statements, slander, or defamation of my character. Several parties mentioned to me that Mayor Kight was friendly with Mayor Fuller. After early cooperation, I could not develop a continuous rapport with the City of Wood Village. Problems began by failing to return written requests or answering messages. During the same period, METRO was repeating Senator Wyden's lack of responsiveness. I sought out Councilor Hartmann's intervention with Senator Wyden and other federal officials. Councilor Hartmann supported equal tax treatment and open access to capital or equal access to credit and lenders by independent renewable energy developers such as myself. I made arrangements to meet with my local state representative, Mr. Nick Kahl. Representative Kahl stated that he would support Councilor Hartmann's Facebook page on "energy independence" but was worried that support from himself might detract from Councilor Hartmann's objectives by highlighting the election season "campaign battle" between Representative Kahl and his challenger, Troutdale City Councilor Matthew Wand. The State Senator's staff endorsed equal tax treatment and equal financing. *37 During my visit with Senator Monnes Anderson's staff, my Senator herself appeared and I made the request for her support. She verbally provided that support. I suggested modifying language about a certain Oregon biomass tax credit pending at that time. The issue was tax implications of removing biomass from a landfill. They requested the IRS tax-opinion on waste recycling. I supplied it for them. *38 They mentioned Mayor Kight's failed Wind Facility grant request. I expressed general support of all renewable projects. Lastly, the state senator's monthly "E-blast" report circulated to several thousand supporters. After requesting language from Councilor Hartmann in order to include an announcement on behalf of equal tax and financing treatment, *39 Senator Monnes Anderson's staff suddenly would not print the announcement, admitting to Councilor Hartmann by phone-message that **Mayor Kight, had called Salem. As a result of that phone call they determined not to voice their support of equality and energy independence. To this date, I am not aware of what Mayor Kight would have represented to my Oregon State Senator's office regarding Wood Village or my character.** An announcement concerning Mayor Kight's Wind Farm Facility was substituted on the E-Blast. *40

On February 9, 2010, 4 out of 7 Troutdale City Councilors endorsed Councilor Hartmann's support of Senator Wyden's bill for obtaining equitable federal IRS tax treatment and equal access to financing for local independent renewable energy developers. *41 Councilor Matt Wand declined, stating that ***he would not be able to support equal treatment until he understood all the reasons for unequal treatment (that favor fossil fuel energy developers).*** Doug Daoust did not elaborate upon his decision. Mayor Kight was prodded into making a statement which he began by disclaiming knowledge or understanding. Following this evening, a pattern of intimidation has been reported against Councilor Wand. *42

A Gresham Outlook article reported, by Shannon Wells. *43 Note the extraordinary anonymous attacks in the comments section. This same periodical posted an inaccurate Letter to the Editor by Mike Goss of Troutdale. *44 I responded in the comments section. I do not believe that Mr. Goss ever attended these meetings (May-09 or Feb-10) (I suggest the OR AG office physically obtain sign in sheets *before* launching any investigation, to avoid modifications to records. If Councilor Hartmann or I ask for the sheets I believe they will be altered as Troutdale has a history of alternation of records). I do not believe that Mr. Goss made a FOIA request of the city in order to obtain the May 26, 2009 Minutes. Mr. Goss made a public statement that was false and included misleading information about my business intentions. I speculate that **Mr. Goss was probably provided with false information by a city council member(s) or the Mayor.**

I posted a response in the Gresham Outlook ^{*45} but my response is buried behind another Letter to the Editor. Councilor Barbara Kyle thanked me for setting the public record straight. ^{*46} Councilor Kyle, Councilor Norman Thomas, and Councilor Glenn White acted honorably or abstained but have not spoken up enough to defend my reputation, honor and business intentions.

On March 3, 2010 I met with Mr. Steve Novick to obtain his advice, which I followed. He suggested that any of the affected parties (myself, Wood Village, School District, debt investor) should retain him.

In early March 2010, a new interim City Administrator was hired in Troutdale, Mr. Ron Garzini. Mr. Garzini has a reputation as a strong, fix-it/clean-it-up man with extensive prior experience in local government. I believed that his strong personality might positively affect the dynamics in Troutdale. I did not attempt to revive the proposal with Troutdale itself.

Many parties have made false assertions and allegations that a ZESC facility financing was contingent solely upon Mr. Alexander's commitment to pledge interim collateral. That commitment was *always subject* to the ISDA Master Agreement with the right of collateral substitution. Mr. Alexander's commitment was contingent upon our having the necessary equity contributions (ARRA 09 Section 1603) grant funds being contributed from a political subdivision which fact has never materialized in Oregon. It was contingent upon my commitment of BTU collateral for substitution. Mr. Garzini was supposed to have expertise in these sorts of financial affairs. Mr. Garzini had Mr. Eatwell and Councilor Hartmann at his disposal in order to defer to or to consult with upon our financing methodology. Mr. Garzini was informed that "due diligence" had resolved these issues. Mr. Garzini chose not to consult with either resource. The TriStone Energy Survey was part of the original due diligence package made available to the City of Troutdale as early as March 2009. An energy banking industry standard known as the "discount rate" is used in calculating the present value of the "future flow" of revenues, which is a standard valuation parameter, and in my opinion must not be known to Mr. Garzini or Mr. Garzini was serving an alternate agenda. Mr. Garzini, preferred "crafted omission" to acknowledgement of the full extent of his prior commercial energy finance expertise. ^{*47}

Mr. Eatwell contacted me requesting to meet. He explained that by drawing on his previous career in packaging and presenting information for jurists, he might advise me in my communication strategy with the local leaders in a way that he felt might overcome the "Troutdale-affect." I mentioned that the cooperation that would be most valuable to me would be to have a public entity prepare to submit application for the 1603 grant funds that I could suggest foregoing the same in exchange for dNPV treatment. Mr. Eatwell confirmed that the cities of the Consortium were in critical need of sources of funds. Mr. Eatwell requested proper language that he could attach to Consortium letterhead for approval of the City Administrators of the Consortium. I provided this. ^{*48} After two weeks I requested an update from Mr. Eatwell. He responded that inasmuch as the 4 cities understood that Mr. Garzini had established himself as a strong administrator, a 'signal' was spread between the cities (per Mr. Eatwell's description to me) that the other cities would sign if Mr. Garzini did.

Near this time, I was encouraged by an experienced government performance auditor to take my complaint to the METRO Auditor, Suzanne Flynn. She committed to meet with me. ^{*49} She requested my materials prior to the meeting and upon review of materials she refused to meet with me. ^{*49b}

On March 26, 2010, I became concerned about the financing negotiations. I worried that a communication could go from any of our parties to Wood Village (a federal employee could mistake that Wood Village had assumed the role of public/private partner when in fact Wood Village provided only Enterprise Zone benefits) or to Troutdale (a federal employee could wrongly-guess that Troutdale was still included due to the failed CREB application). To address this, I sent an email to the two city administrators, as a notice that I as a constituent was requesting landmark dNPV financing treatment for renewable energy and hoped that they would support me as a constituent. I showed that our financing discussions were on slide 30 here ^{*50}

Mr. Garzini responded by sending out a damaging email to all administrators in the 4-city area. ^{*53} I responded by showing him the Troutdale LOI (^{*16}), which belied his disclaimer that Troutdale might have

any reason for accidentally being included in a contact, and again requested that he support my access, as a constituent, to standard energy financing. ^{*54} I also requested that we meet at 2 pm that day to go over my request.

5 When we met Mr. Garzini had a witness there, the Public Works Director of Troutdale. Mr. Garzini had all the materials of my recent email, including attachment of the obsolete Troutdale CREB LOI, printed out and highlighted with colored pens on his desk. Placing his fingers on the Troutdale CREB LOI, his opening statement on the issue that brought us to the meeting was, "I didn't know about this." Mr. Garzini asserted that the previous City Administrator (Mr. Nelson) could not have known to whom it was addressed
10 (Mr. Polfer of the Tax Exempt Bond Division of the IRS). It appeared to me that Mr. Garzini was implying that the CREB LOI letter was suspect. I stated that the City had been copied on communications to Mr. Polfer and had been supplied with the full IRS CREB application solicitation. Mr. Garzini questioned why the IRS would use a non-Washington DC application mailbox. I could not supply the IRS's motivation. I suggested that inasmuch as the City's CREB application had not been awarded CREBs the IRS's motivations could be considered moot. Mr. Garzini stated that he had felt offended by my assumption that he did not already know energy finance terms. I apologized for the assumption on my part that energy-terminology might be difficult. Mr. Garzini then provided what to me sounded like a reasonable précis of why energy facilities usually engage in public/private combinations with the local municipality. I stated that I would have appreciated public/private business combination but as it could not be obtained through Troutdale or Wood Village, I would proceed to prepare a benefit for the Reynolds School District without it. Mr. Garzini stated that he did not like the Reynolds School District letter. Mr. Garzini stated that he would prefer it if I would work with the Consortium. I answered that I had the same preference, which is why I had submitted the letter for his approval. Mr. Garzini committed to do some work to assure himself that the facility financing would indeed be 1) non-recourse and 2) not tie the Consortium to liability as an "owner" whereupon he would then sign the letter the following week.
25 According to Mr. Eatwell's report that would likely result in signatures from all 4 cities.

On March 29, 2010 Mr. Garzini wrote me an email with an unmeasured tone inviting me to come into his office. It appeared to my eye to be carefully worded to pretend enthusiasm but not commit performance.
30 ^{*55} When I arrived for the meeting on March 31, 2010, Mr. Garzini met me and brought me directly into a room with Mr. Scott Anderson, the City Sheriff, and Mr. Joe Boyer of the FBI. Mr. Garzini did not elaborate on why he had insisted that he understood dNPV finance in my previous visit, and at this time suspected dNPV finance was fraudulent. My efforts to the community ^{*56} (example) to show that I have been open and accessible were harmed by needlessly creating the impression that extreme measures were needed to ask me questions, a slander-by-suggestion.
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The questions took a hard turn. Mr. Boyer began by asking me about other business dealings. They had no bearing whatsoever upon the proposal in Troutdale which Mr. Boyer did not acknowledge to be previously voided. Mr. Boyer stated that he wanted to ascertain my intentions in Florida. In Florida, I had pitched a battle on an issue: for lack of viable power purchase agreements, FL PSC non-compliance with OCC Letter #1051 allows Florida IOUs to void the intention of Florida Statute 377.709. Agent Boyer asked about my dealings in Holly Springs, Mississippi where I have operated as negotiator and federal filing specialist under an LPOA that the Mayor, as Chief Executive Office of the City. I sought relevance to my proposal in Oregon. Agent Boyer asked about our federal contacts— including the USDA the its White House federal program liaison, Deutsche Bank Securities, the Federal Financing Bank and others. On notes that Mr. Boyer was using, the FFB was underlined with a handwritten statement, "does not exist." Mr. Boyer asked about our proprietary technologist leads/engineering consultants. I gave general answers. Mr. Boyer responded, "So, are they in on it, too?" I responded that all technologists want the opportunity to place advanced machinery into operation. Mr. Boyer implied that if Mr. Alexander did not have the Venezuelan Bonds, it would be his responsibility to alert all of our contacts. **I asked if Mr. Boyer would commitment to limiting his investigation to the points that he himself had identified as key: verification that Mr. Alexander possessed the bonds. Mr. Boyer agreed that upon such verification, the FBI would entirely withdraw from all the ZESC proposals.** Mr. Anderson witnessed Mr. Boyer's commitment. Prior to leaving, I paused to alert Mr. Garzini (who had absented himself at the beginning without explanation) of Mr. Boyer's commitment. I committed to all three gentlemen to request permission of Mr. Alexander to send the authentication materials to Mr. Boyer.
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55

Within two hours, I had provided the basic materials I had committed to provide in the meeting. *57 I then elaborated with another email. *58 Particularly, I wanted to emphasize the information on BTU financing to underscore the dNPV transaction, particularly the Tristone Energy Survey. I felt that had that document received proper attention before the latest meeting, perhaps the meeting agenda would have been as Mr. Garzini had implied to me - to sign the Consortium document.

Near this time, Mr. Garzini requested a meeting with Councilor Hartmann. Councilor Hartmann has not divulged the meeting to me, except to say that he obtained Mr. Garzini's commitment that, if Mr. Alexander and Marni Zollinger were found to be operating in good faith, that Mr. Garzini would personally give the ZESC project his 100% backing and support in all of the east county area. All parties agreed that a swift and sure determination was merited.

Mr. Garzini responded that he required to know that Mr. Alexander's entity, IFFG, was legitimate which suggested that **Mr. Garzini appeared not to be limiting himself per his previous reasonable parameters.** *51 Mr. Garzini had no reason to request this: the Troutdale proposal was long-voided. Still, I conveyed material on Mr. Alexander's entity, SWIFT history and extensive energy background. *59

Shortly after this point, I was alerted by a contact that someone from Troutdale had called the City of Holly Springs. Mississippi is a "strong mayor" state. *61 The Troutdale party *did not* contact the Mayor, the IT Director or the Holly Springs Utility Department of Holly Springs. The ZESC proposal in Holly Springs did not involve city assets or credit. The caller from Troutdale did not contact any Holly Springs official known to Troutdale to have knowledge of the ZESC proposal in Holly Springs. I believe the Troutdale caller *sought out a party without knowledge or authority* (only the Mayor had proper authority) in order to obtain a false negative "check" regarding my history in Holly Springs. I believe investigation will show that Troutdale used this false negative as a rational to allow officials of Troutdale to disregard all communications from myself and as explanation to discard my FOIA requests. My Holly Springs LPOA is in full force today.

Mr. Boyer called Mr. Alexander. Mr. Alexander answered all questions posed to him and offered Mr. Boyer the choice of visiting Mr. Alexander in his home and viewing a bond, or having one temporarily sent to Portland for inspection. On 6 April 2020 the bond with maturity value in 2022 of roughly \$84M was sent FEDEX *64. A second envelope was provided for the return of the bond five days later.

Near this time, an east county official was warned away from "involvement" and threatened with immediate termination. *85

On April 9, 2010 Councilor Hartmann and I visited Agent Boyer in his Portland office. Councilor Hartmann and I inspected the bond. *62 Mr. Boyer had more questions for me. Mr. Boyer asked more questions about my personal history (not relevant). I suggested that Mr. Boyer perform accepted methods to authenticate a valuable bond: I asked Mr. Boyer if he had or would contact the party, Mr. Enrique Barrera of the Mexican Banking Commission, who had originally received the bonds from the Venezuelan agency directly (standard chain of custody investigation). Mr. Enrique Barrera had created an account and deposited the bonds, an authentication by itself. **Mr. Boyer would not commit. Councilor Hartman seconded my request. Mr. Boyer again declined.** Mr. Boyer stated that his intention instead was to send an agent to Venezuela's institutions to inquire using a copy of the bond (which no institution should recognize). I conveyed Mr. Alexander's objection. It appeared to me that Mr. Boyer sought to obtain information on the private transaction. **Mr. Boyer's proposal seemed crafted to obtain a false negative or worse - to cause the officials of Venezuela to consider that the debt owed to the private American citizen, Mr. Alexander, could be repudiated by tacit permission of the FBI.** I related my unease to Mr. Alexander. Mr. Alexander found a forensic document examiner used by the FBI itself, who subsequently provided opinion that the contract is original and authentic. *65

On April 12, 2010, I forwarded to all concerned parties the documentation upon the creation of the contract and bonds with the officials in Venezuela, including emails and contacts, details of the account created by Mr. Barrera for the first deposit of the bonds, Mr. Alexander's SWIFT information, documented assets that

support Mr. Alexander's status as a QIB. In my email, I listed specific minimal requirements of an equitable fraud investigation. *72

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10 On April 23, 2010 as 1) Mr. Alexander had provided multiple forms of authentication on all points and provided the materials widely and to all parties, and 2) I had satisfied Mr. Garzini's requirements I tested if Mr. Garzini was prepared to honor his 2 commitments (the commitment to me and the commitment to Councilor Hartmann). *81 Mr. Garzini separated his email response from my email request. Mr. Garzini broke his commitments by the separation and pretending that I had made a new proposal to Troutdale. *82 I responded. I placed a FOIA request. *83

15 I have been warned that Troutdale is considering a pre-emptive public smear campaign to insinuate that my proposal would have benefited Hugo Chavez of Venezuela. Venezuela owns Diamond Shamrock/CITGO and 7-11 retail gasoline outlets and supplies the US with 100% of our heating oil and thus Americans do supply profits to Venezuela. Alternatively, my proposal would have had the opposite effect (if I had been able to obtain the MSW/BTU commitment (permanent loan collateral) allowing me to engage Mr. Alexander's offered interim collateral which, in worst case scenario or "cure" would have resulted in *preventing* American dollars from leaving the country to Venezuela). My proposal offered zero ownership participation to Venezuela/Hugo Chavez; due to the exhaustive detail provided to all on this topic, Troutdale knows this fact. My reporting to the ORAG and Troutdale's effort to further defame me might be simultaneous. Any more FOIA requests by me may trigger this last-ditch slander effort to commence. Troutdale officials have been monitoring my preparations for this report *90. Check non-updated bio here: *91 and track-record here *95. In the region, draconian measures are being taken to exert pressure on City Councilors who are reporting abuses *92 and yet *94.

30 CONCLUSION:

Assertion of intention to Harm Mr. Alexander: Mr. Boyer is out of reasonable bounds and performing his work in a manner either calculated to harm or too cavalier to prevent harm. Mr. Boyer's plan tacitly induces Venezuela to consider repudiating a standing contract with Mr. Alexander on a private debt transaction. The USDOJ has already been supplied with a recent certification that the Venezuela-Alexander contract is authentic and original. If Mr. Boyer's continued poor practice causes Mr. Alexander to have to renegotiate or lose his contract, the US government can be demonstrated to have understood, at *several points prior to Mr. Boyer's intrusion*, that the bonds had the value stated. The US Government/City of Troutdale would then become responsible for replacement bonds of equal or greater value. I believe Troutdale omitted information to mislead/mis-educate Mr. Boyer and provoke harm.

45 Damages against myself: What caused me to fail to obtain the BTUs needed to trigger Mr. Alexander's commitment to underwrite the interim/construction phase of the project here in Oregon? Under no circumstances should any renewable energy developer have had any difficulty obtaining Metro's cooperation in compliance with the Waste Law HB 3744. Lost revenue is damage. **I believe the record supports the finding that I would not have been allowed to obtain the MSW/BTU commitment without a kick back, bribe, or "lobby" payment.**

50 I believe that Troutdale's visible hostility and clear abuse of me caused many parties withhold cooperation because of intimidation - specifically the Reynolds School District and the City of Wood Village. The school district had nothing to lose and revenues to gain but could not sustain any hint of political heat due to their own troubles under former leadership. The School District could only hope that I was able to overcome the slander from Troutdale in order to route some revenue in their direction. The record suggests that the City of Wood Village was also intimidated into silence; the city had nothing to lose and all to gain

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I request the assistance of the ORAG and Oregon Ethics Committee in righting the current problems in evidence: sunshine law violations both overt (erasing/modifying/turning off tapes) and by omission (refusing to allow public discourse), defamation (the unwarranted c&d, public statements calling me "egregious," implying that the City had spent \$10k evaluating my proposal, inter alia) refusal to comply with Oregon's Waste Laws and general best practices. The record suggests that slander and defamation has extended to my elected officials, to the state representative, state senator and Oregon senator and even across state lines. I have been informed that the City of Troutdale, complicit in the machinery that caused Mr. Alexander's bond to become unlawfully withheld from him, deleted our communications and FOIA request. Loss of public standing and good name are damages. I am reluctant to place any more FOIA requests - particularly for phone calls/emails/meeting minutes/sign-in sheets-- to officials of Metro, Troutdale, or David White or associates, because I believe it is certain that the records will be altered or deleted (spoilage) before they arrive to me.

Marni Zollinger - ZESC Developer

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10 suspected dNPV finance was fraudulent. My efforts to the community *56 (example) to show that I have been open and accessible were harmed by needlessly creating the impression that extreme measures were needed to ask me questions, a slander-by-suggestion.

15 The questions took a hard turn. Mr. Boyer began by asking me about other business dealings. They had no bearing whatsoever upon the proposal in Troutdale which Mr. Boyer did not acknowledge to be previously voided. Mr. Boyer stated that he wanted to ascertain my intentions in Florida. In Florida, I had pitched a battle on an issue: for lack of viable power purchase agreements, FL PSC non-compliance with OCC Letter #1051 allows Florida IOUs to void the intention of Florida Statute 377.709. Agent Boyer asked about my dealings in Holly Springs, Mississippi where I have operated as negotiator and federal filing
20 specialist under an LPOA that the Mayor, as Chief Executive Office of the City. I sought relevance to my proposal in Oregon. Agent Boyer asked about our federal contacts— including the USDA the its White House federal program liaison, Deutsche Bank Securities, the Federal Financing Bank and others. On notes that Mr. Boyer was using, the FFB was underlined with a handwritten statement, "does not exist." Mr. Boyer asked about our proprietary technologist leads/engineering consultants. I gave general answers. Mr. Boyer responded, "So, are they in on it, too?" I responded that all technologists want the opportunity to place advanced machinery into operation. Mr. Boyer implied that if Mr. Alexander did not have the Venezuelan Bonds, it would be his responsibility to alert all of our contacts. **I asked if Mr. Boyer would commitment to limiting his investigation to the points that he himself had identified as key: verification that Mr. Alexander possessed the bonds. Mr. Boyer agreed that upon such verification, the**
30 **FBI would entirely withdraw from all the ZESC proposals.** Mr. Anderson witnessed Mr. Boyer's commitment. Prior to leaving, I paused to alert Mr. Garzini (who had absented himself at the beginning without explanation) of Mr. Boyer's commitment. I committed to all three gentlemen to request permission of Mr. Alexander to send the authentication materials to Mr. Boyer.

35 Within two hours, I had provided the basic materials I had committed to provide in the meeting. *57 I then elaborated with another email. *58 Particularly, I wanted to emphasize the information on BTU financing to underscore the dNPV transaction, particularly the Tristone Energy Survey. I felt that had that document received proper attention before the latest meeting, perhaps the meeting agenda would have been as Mr. Garzini had implied to me - to sign the Consortium document.

40 Near this time, Mr. Garzini requested a meeting with Councilor Hartmann. Councilor Hartmann has not divulged the meeting to me, except to say that he obtained Mr. Garzini's commitment that, if Mr. Alexander and Marni Zollinger were found to be operating in good faith, that Mr. Garzini would personally give the ZESC project his 100% backing and support in all of the east county area. All parties agreed that a
45 swift and sure determination was merited.

Mr. Garzini responded that he required to know that Mr. Alexander's entity, IFFG, was legitimate which suggested that **Mr. Garzini appeared not to be limiting himself per his previous reasonable parameters.** *51 Mr. Garzini had no reason to request this: the Troutdale proposal was long-voided. Still, I conveyed material on Mr. Alexander's entity, SWIFT history and extensive energy background. *59
50

Shortly after this point, I was alerted by a contact that someone from Troutdale had called the City of Holly Springs. Mississippi is a "strong mayor" state. *61 The Troutdale party *did not* contact the Mayor,

serving an alternate agenda. Mr. Garzini, preferred “crafted omission” to acknowledgement of the full extent of his prior commercial energy finance expertise. *47

5 Mr. Eatwell contacted me requesting to meet. He explained that by drawing on his previous career in packaging and presenting information for jurists, he might advise me in my communication strategy with the local leaders in a way that he felt might overcome the “Troutdale-affect.” I mentioned that the cooperation that would be most valuable to me would be to have a public entity prepare to submit application for the 1603 grant funds that I could suggest foregoing the same in exchange for dNPV treatment. Mr. Eatwell confirmed that the cities of the Consortium were in critical need of sources of funds. Mr. Eatwell requested proper language that he could attach to Consortium letterhead for approval of the City Administrators of the Consortium. I provided this. *48 After two weeks I requested an update from Mr. Eatwell. He responded that inasmuch as the 4 cities understood that Mr. Garzini had established himself as a strong administrator, a ‘signal’ was spread between the cities (per Mr. Eatwell’s description to me) that the other cities would sign if Mr. Garzini did.

15 Near this time, I was encouraged by an experienced government performance auditor to take my complaint to the METRO Auditor, Suzanne Flynn. She committed to meet with me. *49 She requested my materials prior to the meeting and upon review of materials she refused to meet with me. *49b

20 On March 26, 2010, I became concerned about the financing negotiations. I worried that a communication could go from any of our parties to Wood Village (a federal employee could mistake that Wood Village had assumed the role of public/private partner when in fact Wood Village provided only Enterprise Zone benefits) or to Troutdale (a federal employee could wrongly-guess that Troutdale was still included due to the failed CREB application). To address this, I sent an email to the two city administrators, as a notice that I as a constituent was requesting landmark dNPV financing treatment for renewable energy and hoped that they would support me as a constituent. I showed that our financing discussions were on slide 30 here *50

30 **Mr. Garzini responded by sending out a damaging email to all administrators in the 4-city area. *53** I responded by showing him the Troutdale LOI (*16), which belied his disclaimer that Troutdale might have any reason for accidentally being included in a contact, and again requested that he support my access, as a constituent, to standard energy financing. *54 I also requested that we meet at 2 pm that day to go over my request.

35 When we met Mr. Garzini had a witness there, the Public Works Director of Troutdale. Mr. Garzini had all the materials of my recent email, including attachment of the obsolete Troutdale CREB LOI, printed out and highlighted with colored pens on his desk. Placing his fingers on the Troutdale CREB LOI, his opening statement on the issue that brought us to the meeting was, “I didn’t know about this.” Mr. Garzini asserted that the previous City Administrator (Mr. Nelson) could not have known to whom it was addressed (Mr. Polfer of the Tax Exempt Bond Division of the IRS). It appeared to me that Mr. Garzini was implying that the CREB LOI letter was suspect. I stated that the City had been copied on communications to Mr. Polfer and had been supplied with the full IRS CREB application solicitation. Mr. Garzini questioned why the IRS would use a non-Washington DC application mailbox. I could not supply the IRS’s motivation. I suggested that inasmuch as the City’s CREB application had not been awarded CREBs the IRS’s motivations could be considered moot. Mr. Garzini stated that he had felt offended by my assumption that he did not already know energy finance terms. I apologized for the assumption on my part that energy-terminology might be difficult. Mr. Garzini then provided what to me sounded like a reasonable précis of why energy facilities usually engage in public/private combinations with the local municipality. I stated that I would have appreciated public/private business combination but as it could not be obtained through Troutdale or Wood Village, I would proceed to prepare a benefit for the Reynolds School District without it. Mr. Garzini stated that he did not like the Reynolds School District letter. Mr. Garzini stated that he would prefer it if I would work with the Consortium. I answered that I had the same preference, which is why I had submitted the letter for his approval. Mr. Garzini committed to do some work to

from Councilor Hartmann in order to include an announcement on behalf of equal tax and financing treatment, *39 Senator Monnes Anderson's staff suddenly would not print the announcement, admitting to Councilor Hartmann by phone-message that **Mayor Kight, had called Salem. As a result of that phone call they determined not to voice their support of equality and energy independence. To this date, I am**
 5 **not aware of what Mayor Kight would have represented to my Oregon State Senator's office regarding Wood Village or my character.** An announcement concerning Mayor Kight's Wind Farm Facility was substituted on the E-Blast. *40

On February 9, 2010, 4 out of 7 Troutdale City Councilors endorsed Councilor Hartmann's support of Senator Wyden's bill for obtaining equitable federal IRS tax treatment and equal access to financing for local independent renewable energy developers. *41 Councilor Matt Wand declined, stating that **he would not be able to support equal treatment until he understood all the reasons for unequal treatment (that favor fossil fuel energy developers).** Doug Daoust did not elaborate upon his decision. Mayor Kight was prodded into making a statement which he began by disclaiming knowledge or understanding.
 10 Following this evening, a pattern of intimidation has been reported against Councilor Wand. *42
 15

A Gresham Outlook article reported, by Shannon Wells. *43 Note the extraordinary anonymous attacks in the comments section. This same periodical posted an inaccurate Letter to the Editor by Mike Goss of Troutdale. *44 I responded in the comments section. I do not believe that Mr. Goss ever attended these
 20 meetings (May-09 or Feb-10) (I suggest the OR AG office physically obtain sign in sheets *before* launching any investigation, to avoid modifications to records. If Councilor Hartmann or I ask for the sheets I believe they will be altered as Troutdale has a history of alternation of records). I do not believe that Mr. Goss made a FOIA request of the city in order to obtain the May 26, 2009 Minutes. Mr. Goss made a public statement that was false and included misleading information about my business intentions. I speculate
 25 that **Mr. Goss was probably provided with false information by a city council member(s) or the Mayor.**

I posted a response in the Gresham Outlook *45 but my response is buried behind another Letter to the Editor. Councilor Barbara Kyle thanked me for setting the public record straight. *46 Councilor Kyle, Councilor Norman Thomas, and Councilor Glenn White acted honorably or abstained but have not spoken
 30 up enough to defend my reputation, honor and business intentions.

On March 3, 2010 I met with Mr. Steve Novick to obtain his advice, which I followed. He suggested that any of the affected parties (myself, Wood Village, School District, debt investor) should retain him.

35 In early March 2010, a new interim City Administrator was hired in Troutdale, Mr. Ron Garzini. Mr. Garzini has a reputation as a strong, fix-it/clean-it-up man with extensive prior experience in local government. I believed that his strong personality might positively affect the dynamics in Troutdale. I did not attempt to revive the proposal with Troutdale itself.

40 Many parties have made false assertions and allegations that a ZESC facility financing was contingent solely upon Mr. Alexander's commitment to pledge interim collateral. That commitment was *always subject* to the ISDA Master Agreement with the right of collateral substitution. Mr. Alexander's commitment was contingent upon our having the necessary equity contributions (ARRA 09 Section 1603) grant funds being contributed from a political subdivision which fact has never materialized in Oregon. It
 45 was contingent upon my commitment of BTU collateral for substitution. Mr. Garzini was supposed to have expertise in these sorts of financial affairs. Mr. Garzini had Mr. Eatwell and Councilor Hartmann at his disposal in order to defer to or to consult with upon our financing methodology. Mr. Garzini was informed that "due diligence" had resolved these issues. Mr. Garzini chose not to consult with either resource. The TriStone Energy Survey was part of the original due diligence package made available to
 50 the City of Troutdale as early as March 2009. An energy banking industry standard known as the "discount rate" is used in calculating the present value of the "future flow" of revenues, which is a standard valuation parameter, and in my opinion must not be known to Mr. Garzini or Mr. Garzini was

Mr. David White and I communicated for roughly a month. Mr. White confirmed that he met with the waste-haulers and was their representative. Mr. White suggested that he could introduce my proposal at "meetings". I asked Mr. White to convey this proposal: 500 tpd of MSW, no tipping fee. Mr. White agreed that the terms were highly attractive, but Mr. White refused to convey my proposal. In my opinion, Mr. White would have conveyed my proposal if I had retained his services. When I would not follow Mr. White's suggestion, Mr. White angrily told me that he knew for a fact, through "meetings" that he had had with third parties, that under no circumstances would a ZESC facility be allowed to be constructed anywhere in the METRO service area. I asked him what "meetings" he had been at, and where he had heard such things. He refused to describe those "meetings" in detail. Mr. White refused to describe the participants at those "meetings". Mr. White stated for a fact that "public officials" were telling him that a ZESC facility would not be allowed to be constructed without prior consideration. Mr. White maintained that he would carry "Troutdale's" assurances to me and not any of my assertions back to METRO or Troutdale. Mr. White refused to cooperate any further. Though METRO had sent me to negotiate a BTU proposal with Mr. White it was apparent that METRO could not compel Mr. White to adhere to the same law that METRO was not willing to acknowledge (crafted omission). METRO was delegating their compliance and I returned to Mr. Robinson of METRO to no avail ^{*30} with another month lost. I questioned how Mr. White could report results prior to METRO's decision.

On January 18, 2010 I crafted a hybrid solution for METRO – a *non-responsive* statement similar to our prior oral understanding - that haulers were exempt from requirements to entrain MSW when there was another opportunity to recycle —which I proposed as a middle ground. ^{*31} page 2,3 The solution would have allowed METRO to comply with the law of Oregon and the IRS tax code. I copied all METRO contacts including my elected official, Councilor Rod Park. **Marvin Fjordbeck, the METRO Legal Counsel, authored a specimen.** ^{*32} I contacted Councilor Rod Park requesting his intervention. ^{*33} He failed to respond.

Overlapping this period of time I expressed my dismay about working with Troutdale to Mr. David Eatwell the Economic Development Director of the West Columbia Gorge Consortium. I was looking for a location free of Mayor Kight's and Councilor Wand's reach. Mr. Eatwell presented maps of available tracts of land beyond Troutdale. He suggested that I approach another political subdivision, Wood Village, which had an attractive piece of undeveloped land near the old Reynolds Aluminum Plant that might become available. I obtained an LOI from Wood Village, for that purpose ^{*34}. I obtained a lease/sell, option agreement. ^{*35} I began to conduct negotiations for Enterprise Zone benefits. ^{*36}

Wood Village began to stall. I suspected that Mayor Kight and/or Councilor Wand were again spreading false statements, slander, or defamation of my character. Several parties mentioned to me that Mayor Kight was friendly with Mayor Fuller. After early cooperation, I could not develop a continuous rapport with the City of Wood Village. Problems began by failing to return written requests or answering messages. During the same period, METRO was repeating Senator Wyden's lack of responsiveness. I sought out Councilor Hartmann's intervention with Senator Wyden and other federal officials. Councilor Hartmann supported equal tax treatment and open access to capital or equal access to credit and lenders by independent renewable energy developers such as myself. I made arrangements to meet with my local state representative, Mr. Nick Kahl. Representative Kahl stated that he would support Councilor Hartmann's Facebook page on "energy independence" but was worried that support from himself might detract from Councilor Hartmann's objectives by highlighting the election season "campaign battle" between Representative Kahl and his challenger, Troutdale City Councilor Matthew Wand. The State Senator's staff endorsed equal tax treatment and equal financing. ^{*37} During my visit with Senator Monnes Anderson's staff, my Senator herself appeared and I made the request for her support. She verbally provided that support. I suggested modifying language about a certain Oregon biomass tax credit pending at that time. The issue was tax implications of removing biomass from a landfill. They requested the IRS tax-opinion on waste recycling. I supplied it for them. ^{*38} They mentioned Mayor Kight's failed Wind Facility grant request. I expressed general support of all renewable projects. Lastly, the state senator's monthly "E-blast" report circulated to several thousand supporters. After requesting language

At this point in time I decided that Troutdale should yield to the greater needs of the Reynolds School District. The School District positively expressed their desire to obtain any alternative revenues/income including that from a ZESC facility. The School District prefaced their commitment on non-recourse terms and not having to contribute capital, assets or full faith and credit and being exempt from ZESC-related liability. That was when the ARRA09 option became a viable alternative to the CREBs applications which had lapsed. Having the School District as a public beneficiary gave Councilor Hartmann the means to mediate Troutdale's cooperation in extending federal grants for those less inclined to assert unsavory methods and means such as were demonstrated by certain Troutdale officials.

On December 3, 2009, Councilor Hartmann and I returned to the METRO Council in order to formally request the written MSW/BTU commitment. I cited HB 3744 which in my opinion required that METRO encourage recycling. Our ZESC facility proposal was the ultimate recycling option prior to resorting to a policy of last resort which was a policy of entrainment of more MSW into the public landfill. All landfills outgas methane which is more lethal than CO2. METRO Deputy Chief Operating Officer Scott Anderson, METRO Solid Waste Operations Paul Ehinger, another METRO employee, and METRO Counsel Marvin Fjordbeck, were present at this meeting. *24 *25 *26 It is possible that Councilor Hartmann may have recorded this meeting.

The meeting quickly degraded. Mr. Robinson opened the meeting by declaring that I would not receive any formal answer to my request. Mr. Robinson insisted that he wanted to follow standard municipal procedures for utilizing public credit beyond the IRS statutory limit on recycling: I was not allowed to present the legal opinion on the IRS definition of recycling solid waste for profits. Mr. Robinson demanded that my investor agree to underwrite a prototype facility. I responded that we were not interested in underwriting a small-scale facility. We were not seeking METRO capital, assets, or full faith and credit in any way, shape or form. Mr. Robinson objected that I was representing interim (construction risk) financing predicated upon permanent financing and equity contributions from the Reynolds School District. I informed them that our financing methodology protected the IP (intellectual property) from any lien, claim or encumbrance because we did not own it we would license it. Mr. Robinson stated with certainty that he (METRO) had conducted a study and that no investors had been found to be interested in waste to energy advances. I responded that different technology and levels of investor sophistication merit different risk appetites. Mr. Robinson was solicited to call Mr. Alexander himself and satisfy himself that Mr. Alexander was a sophisticated investor. Mr. Robinson inferred that my investor was not fully accredited and that I was in possible violation of federal securities laws. That same charge would be repeated by Mr. Garzini in the months to come.

I suggested that METRO's legal obligations were simple, clear and in line with the recycling goals and rules promulgated by the IRS, which prohibited tax-exempt bond finance above 35% recycling limitations. I suggested that METRO's legal obligation were in line with Oregon's ruling to minimize as much as possible entrainment. I concluded that we were willing to work with METRO recyclers to determine which Materials Resource Recovery Facilities (MRRFs) might lower the costs of trucking or delivering our feedstocks. I represented that current Oregon law supported my request and that I should be able to contract with any local area haulers. It appeared to me that METRO's authority was not to be questioned. No hauler would act without METRO's consent for fear of losing their contracts. Mr. Ehinger and the other officials offered their advice that a waste to energy facility was already in operation in METRO's Service Area and that the local haulers were prohibited from taking the MSW elsewhere.

On December 7, 2009, I followed up that meeting with an email re-tracing our conversation highlights. *27 On December 11, 2009 I asked Mr. Robinson if he had rendered METRO's decision. He responded by avoiding the language of the law cited (crafted omission) and he referred me to a lobbyist for (my competition) Waste Management ~ Mr. David White. * 28

remained true to his stipulation and his support. By law no more than the 3 City Councilors could be present at any location so a separate breakfast was arranged with Councilor Hartmann, and Councilor Norm Thomas. Councilor Thomas specified his terms for support which he has held constant to this day. A meeting with Councilor Barbara Kyle was not conducted due to conflicts in her schedule.

- 5 On October 13, 2009 Councilor Hartmann was able to obtain a Council decision to provide a city LOI in support of the US Treasury/IRS CREBs application. *16 One day later, **Mayor Kight produced an email from Senator Wyden's staffer, Mary Gautreaux, which asserted that I "trashed" Senator Wyden. Mayor Kight used the email to insist that cooperation with ZESC should cease. *17 In December 2009 Ms. Gautreaux admitted on tape that she had not been aware of any attempt on my part to "trash" Senator Wyden. Ms. Gautreaux relied solely upon information provided to her by Mayor Kight. *86 compare to *87 I suspect that Ms. Gautreaux was also attempting to "erase" the Senator's April 09 commitment and omit the slander and defamation items... including their sources. Senator Wyden's public commitment to pass a progressive bill calling for equal tax treatment for renewable energy was a matter of public record. 10 *18 Dave Berick's unwillingness to concede that renewables *should* be allowed to access the same financing mechanisms as all other fossil fuel proponents was a conflict. Senior staff could not be overcome. *93 Senator Wyden's staff continued to request materials that were not part of my proposal in order to deflect the Senator's oral commitment to support Troutdale's CREBs application. Mary Gautreaux requested a federal program fund application number for using federal program funds. That was not the ZESC proposal and Senator Wyden had not committed to support such an effort. Ms. 15 Gautreaux suggested that Troutdale request Senator Merkley's endorsement. **Mayor Kight may have begun circulating a "Wyden email" in October 2009, which voided our prior understanding and express written commitment.****
- 20 I assert that Mayor Kight was circulating the false statement that since the CREBs application failed I had solicited Troutdale to procure capital, assets, or full faith and credit. I assert that Mayor Kight claimed that the city's (tax exempt) bond status (full faith and credit) would be utilized. I have stated in writing that recycling above 35% of a waste-stream is not IRS-compliant which voids tax-exempt bond financing by the City. *19 – (which I had distributed at the *May 26th meeting*). The City does not have sufficient capital to contribute an equity interest. *51 The city has asserted it has insufficient money for road repair. On October 6 2009. *20 *21 the request was made to be **entered on the agenda. It was denied.**
- 25
- 30

- 35 Councilor Hartmann convened "mediation" meetings. Councilor Doug Daooust was the mediator. Mayor Kight presented documents that had been provided to Senator Wyden's staffer, Mary Gautreaux, including a letter from the Reynolds School District. Unidentified City Council members/city staff objected to a portion of the facility revenues being assigned to the Reynolds School District. I was not aware of the fact that the Reynolds School District had proxied their financial decisions to officials of the City.

- 40 The mediation meetings were concluded when it discovered that Mayor Kight may have engaged a third party to apply for a state grant in support of a wind farm for Troutdale. Assuming Mayor Kight entered into an oral arrangement utilizing no city assets, capital or pledging the full faith and credit of the City then action was taken which was much different than the slander, intimidation, and defamation that my application and proposal had elicited to date. **Mayor Kight refused to disclose details or identify the wind farm proposal proponents. Councilor Hartmann requested full disclosure. Mayor Kight has not provided any information on that application or that proposal. The identity of the grant-writer or the costs incurred was not made available in the public record. Councilor Hartmann asserted that he has never proxied his authority to review, approve, advise or consent on a wind farm and is aware of no due diligence efforts regarding that proposal. Councilor Hartmann made those concerns known to the FBI and has expressed concerns that our proposal was singled out and treated differently than this alternative proposal.** I have submitted a FOIA (open records) request to obtain materials. I would request emails from and to METRO and Senator Wyden involving Mayor Kight and Councilor Wand but I suspect records will be altered. "Crafted omission" seems to be the special treatment we have been allotted that I suspect is discriminatory in nature.
- 45
- 50

Councilor Hartmann contacted me and stated that in his opinion the City had acted improperly with regard to the C&D letter. The City already rendered a decision to conduct due diligence on May 26, 2009. Councilor Hartmann started performing that due diligence in earnest. Councilor Hartmann's professional experiences included project management. For several months, Councilor Hartmann asked questions – by phone -- and requested follow up materials and further clarifications by email. Councilor Hartmann told the majority of his fellow councilors that he was conducting the due diligence that the City had promised but had failed to perform.

By July 2009, I was preparing a CREB's application for the City at no charge. The filing deadline was August 4, 2009. I asked Councilor Hartmann if he would be able to go on a fact-finding mission to Washington DC during the filing period.

In Washington, DC, Mayor DeBerry of Holly Springs, Mississippi and I visited Mississippi Senator Roger Wicker and met with staff. Ultimately, Senator Wicker's staff provided support letters specifically addressed to all 3 primary contacts at various federal agencies. *10 *11 Mayor DeBerry had granted me an LPOA to act in the best interests of their City. *12

After communicating with Oregon's Senator Wyden's office I made arrangements to meet with Senator Wyden's senior energy advisor, Mr. Dave Berick. Mayor DeBerry and I met with Mr. Berick. Senator Wyden is my Senator because I live in Oregon. I proposed a bi-partisan effort between Senator Wicker and Senator Wyden. Senator Wyden made a bold statement of support on the record to assist with our CREBs application. In the interim period of time something or someone intervened to derail that pledge. We sought to distill Senator Wyden's expression of support into an express writing. That written pledge never materialized. Mr. Berick understood that the ZESC proposals to the DOE, the Treasury or the USDA would not require federal program funds. Berick understood that a standard credit enhancement without collateral substitution provided one-way benefits. We offered an innovative alternative. Mr. Berick decided our solution was a "Goldman Sachs" solution? That assessment was unfounded. ISDA Master Agreements with rights of collateral substitution and dNPV finance are mainstay, ordinary and routine financing parameters. The draft documents are widely accepted and proven to work in the international interbank community as formalized framework agreements. *13(scroll down page) samples Assuming that the US government had agreed to provide the City of Troutdale with collateral instead of equity that collateral would earn the City income not the federal government.

Councilor Hartmann was able to visit Washington, DC, missing Mayor DeBerry by two days. Councilor Hartmann scheduled a meeting with Dave Berick on August 3, 2009. Councilor Hartmann appeared to fact-find. He sought to assure himself that all portions of the government were working equitably for all energy. Councilor Hartmann confirmed my financing proposal and Mayor DeBerry's efforts of seeking equal access to capital and a lender. Hartmann acknowledged my dNPV contribution and the City's prospective CREBs contribution. *14 Councilor Hartmann audio-recorded that meeting and made it available to the City. Councilor Hartmann completed the due diligence process.

Invitations were made to hold a special meeting to discuss the due diligence findings in public and to allow me a Q&A session. That meeting was scheduled for early September at McMinamin's Black Rabbit Restaurant on September 11, 2009. Present at that meeting were former Mayor of Troutdale Mr. Paul Ptolifer, former Troutdale City Councilor David Ripma, current Councilor Matt Wand, and current Councilor David White.

Following this meeting, I was told that Councilor Wand stated to Councilor Hartmann that upon ascertaining as fact that the proposal was non-recourse to Troutdale and would provide jobs, then he would support this project. I provided Councilor Wand with proof of the non-recourse objective in writing * 15 *15b and the job estimate *15c. I provided them all with the TriStone Energy Survey (again). Councilor Wand backed out of his oral commitment. Councilor Glenn White sought sufficient sureties to warrant clean up of the site after cessation of operations at some point in the future. Councilor White

At the May 26, 2009 "work session" I met the 6 City Councilors and the Mayor. Councilman Matt Wand presented his business card and suggested we have lunch. The City Council determined to move forward upon Due Diligence. I was asked to work with Mr. Nelson in order to clarify any concerns. These explicit statements upon this were erased from the audio record and the written record at some later point in time, however the general intent is still preserved (though the record may of course be further altered).

The day after the Council decision, I expressed my availability. Mr. Nelson responded. *5 Mr. Nelson seemed to be implying that a minority of Council was against the option of obtaining revenues for the City, which would negate the prior full-council decision. Mr. Nelson acknowledged the Council's explicit direction to perform Due Diligence.

I suggested that due diligence might settle the lingering reservations.

In mid-June, Councilor David Hartmann called me to discuss my emails. My emails sought to clarify whether or not the City Administrator wanted to reverse the decision of the city council. My concerns were about a decision made in the public light that was reversed behind closed doors. Councilor Hartmann agreed that a conflict was in evidence and promised to uphold the commitment to conduct due diligence.

On July 7, 2009, Councilor Wand wrote an email to our independent electrical engineer. This gentleman is a respected electrical engineer and Ph.D. who chairs a department at an Oregon university. Councilor Wand implied that the City would contribute money to the project. That implication was false. I had claimed before that this electrical engineer was providing an independent analysis of output capacity. Councilor Wand implied that our relationship with the electrical engineer was that of an on-going contract. Any on-going relationship with an independent engineer would have been a violation of engineering standards. *6 Councilor Wand used his status as a lawyer and as a city councilor to intimidate this electrical engineer. That pattern of behavior was creating fear over possible recriminations which became a standard. The electrical engineer stated that he would *never* respond to Councilor Wand under any circumstances, if at all possible. *7 Later communications with the Legal Counsel of the Oregon Board of Examiners for Engineering and Surveying confirmed that the electrical engineer responded to Councilor Wand. Councilor Wand was attempting to lure him into an ethics violation of sufficient magnitude to cause the revocation of his engineering license; refusal to answer is a proper response. Due to Councilor Wand's aggressive email, this electrical engineer declined to provide any further engineering assessments or reviews when requested by me to provide such services.

It was reported that on/near July 8, 2009 at a City meeting an unidentified City Council member **turned off the recording equipment in order** to discuss Mr. Nelson's attempt at due diligence. Mr. Nelson may have asserted that *I had never provided full disclosures about the ZESC proposal.* Mr. Nelson claimed that *I flirted with him during our single meeting.* All communications at the meeting had been across a table with Mr. Nelson seated between the Mayor and the City Attorney. I had not met with the Mayor, the City Attorney or Mr. Nelson at any time prior to our initial meeting and I have never met with Mr. Nelson at any time between those meetings including on the date of his testimony. My emails had a professional tone and I usually copied others. **Councilor Wand, who had given me his card and invited me to lunch, declared to the City Council that I had been stalking him/his staff at his law office.** My prior calls had not been returned involving his lunch invitation which I abandoned. In my opinion their intent was never to conduct a proper due diligence. **Councilor Wand then composed a Cease and Desist letter against my project and myself after this off-the-record meeting with unknown attendees.** *8 The letter included the request that I not represent myself as a City employee/official? The letter implies that I cease contacting congressional representatives.

I was not informed of this off-the-record meeting until many months later.

transaction and the City of Troutdale's potential for earning a pro-rata participation interest or assignment of revenues if the City were able to procure an allotment of CREBs- Clean Renewable Energy Bonds.

5 At the March 2009 meeting with Mayor Kight, Administrator Nelson and City Attorney Ross, I physically walked some documents into our meeting so that the officials could observe original signatures. I presented the parameters of my proposal - a public/private business combination that would not require city assets, capital or their full faith and credit. The income potential was from their equity contribution in order to acquire an Assignment of Proceeds from an advanced renewable energy facility utilizing 2
10 different advanced commercial technologies. The potential to create jobs and new green infrastructure for the city and community were presented. City Attorney David Ross spent much of the meeting going over the Oregon code that would require the facility to obtain siting and permitting through the Oregon Siting Committee. I assured him that high efficiency electrical generators which operate without combustion processes are granted a special exemption. Mr. Nelson introduced himself to me as the
15 economic development official for the City of Troutdale. I discussed the 12% escalation and contingency allowances in the financial projections and stated that we were satisfied with this figure and the 15% interest rate. This is overly conservative for a commercial energy transaction of this type. Mr. Nelson smiled back and stated that he would "get back with me". I later came to understand that Mr. Nelson had no prior economic development training or experience. Mr. Nelson had just within the month been
20 promoted to City Administrator from his former position as City Police Chief. Mayor Kight was favorably disposed at this meeting and wanted to proceed. I suggested that since no city assets, capital or full faith and credit were involved the option to assert that the City wanted to obtain a revenue stream through the public/private business combination was subject to authority granted under the City Charter.

25 Over the next few weeks Mayor Kight vacillated, giving positive signals but being unwilling to draft a written expression of interest. I copied the city on all CREBs matters pertaining to Mr. Polfer of the IRS and M Pridgeon of the OMB's EOP. In all communications I expressed a willingness to engage, communicate, meet with, and provide whatever materials were required to resolve their concerns. I encouraged the Mayor to seek assistance from the state agencies if needed.

30 Mayor Kight arranged a contact with Mr. Scott Robinson, Deputy Chief Operating Officer at METRO Council. This is a Metropolitan Service District covering a tri-county area including Multnomah County. METRO has "flow-control" authority over the movements and entrainment of all MSW (solid waste) generated within this tri-county service area. METRO controls all recycling income. I met with Mr.
35 Robinson and provided our basic requirements: 500 tons of MSW (municipal solid waste) per day (this is roughly 1/5 of what is currently entrained by Metro's licensed contractors). I stipulated that our facility would incur \$Zero "tipping fees" (compared to \$60+/ton in Oregon landfills). I required that the BTUs would be pledged as collateral by myself in order to procure permanent financing along with the 'future flow' (future income) from wholesale electrical sales. I requested that MSW which was being buried
40 should be supplied to the ZESC facility. On April 24, 2009, Scott Robinson of METRO verbally approved my proposal for the MSW (BTU) commitment to the ZESC facility. *2a *2b

Oregon Senator Ron Wyden was scheduled to have a Multnomah County "town hall" meeting on April 5, 2009. I suggested to Mayor Kight that we attend and attempt to obtain the Senator's express written
45 commitment to assist the City in obtaining CREBs through the US Treasury (IRS). *3 Senator Wyden provided a verbal commitment to assist the City. *4

On May 6, 2009, I got a call from City Administrator David Nelson. Mr. Nelson informed me that he was threatening to "blow the whistle" on Mayor Kight. Mr. Nelson wanted my proposal presented before the
50 City Council in a public setting. Mr. Nelson insisted that although he understood that the financing did not involve City assets, capital or credit his concern was that the City Council should be a party to the decision of whether or not to proceed with procuring federal aid (CREBs) or seeking another grant application which could have provided the city with equity participation at the permanent loan phase.

credit). My efforts were to assist any political subdivision with soliciting ARRA 09 Section 1603 grant funds in lieu of tax credits. I would forego that grant benefit in favor of the West Columbia Gorge Consortium. The Consortium is an economic development authority funded by a 4-city "east county" group of communities: Troutdale, Wood Village, Fairview and Cascade Lockes. Mr. David Eatwell led me to believe that with Troutdale under new management (interim City Administrator, Ron Garzini) any and all signatures required for allowing the Consortium to accept the benefits of a ARRA 09 federal grant funding of an equity contribution might be forthcoming.

At our first meeting, Mr. Garzini indicated that he had sufficient energy finance background to comprehend my request for dNPV financing. At our second meeting, Mr. Garzini insisted that I was perpetrating a fraud. Mr. Garzini staged an unfounded attack upon me by falsely inducing me to attend a meeting for Consortium approval. Garzini called in the Chief of Police and the FBI. The FBI agent, Mr. Joe Boyer, agreed that Mr. Alexander should have 1) ownership 2) and possession of the interim collateral for the Troutdale transaction (which was null and void at the time of the meeting). Mr. Boyer omitted declaring that Mr. Alexander would not participate with Troutdale or any Oregon political sub-division without my contribution of BTU collateral and without the political subdivision having already acquired and agreeing to contribute CREBs, other grant money, or ARRA09 stimulus funds. Certain City officials provided slander, defamation and intimidation instead of a financial contribution. Mr. Alexander was prepared and able to contribute at that point in time. Mr. Boyer's office was put in contact with Mr. Alexander who agreed to send 1 bond (of 4) to Portland by FEDEX for 5 days whereupon it would be returned. As soon as Mr. Boyer had the bond, he claimed he was unable to confirm ownership and possession of the bond and set about conducting a "US Patriot Act" due diligence investigation of Mr. Alexander's transaction. Agent Boyer told me that he would be asking the Venezuelan banking officials to discuss the details of a private debt transaction that they entered into with Mr. Alexander and others. No financial institution needs to divulge counterparties when validating a financial contract involving Mr. Alexander. Mr. Alexander provided the means to verify the identity of the counterparties (source and date of electronic interbank messages). Efforts that lead to any repudiation of a valid financial contract are subject to claims of damages. Mr. Boyer made his audience in "east county" question Mr. Alexander's credibility as they had done with others and me. That was a pattern of behavior. When provided with the mechanisms to validate the financial contract that controls the collateral, Mr. Boyer chose to ignore the 8-year paper trail in favor of an approach which could harm the validity of the financial contract. Mr. Alexander took precautions to safeguard his financial contract by contacting Venezuelan banking authorities. A forensic document examiner confirmed that his financial contract was an original and that the US government would have to accept full responsibility for any damages from Mr. Boyer's flagrant disregard of the 8-year paper trail and the prior US Patriot Act compliance measures or "due diligence". Mr. Boyer chose to consistently misunderstand the basis of our financial transaction dynamics or that the transaction with Troutdale was voided by reason of Troutdale's deceit. Mr. Boyer may have a prior relationship to some of the sources of my defamation, intimidation and slander. The FBI is holding Mr. Alexander's \$84 Million dollar bond (2022) without permission or cause. Mr. Alexander has repeatedly demanded the return of his property.

The history of defamation, collusion, slander and intimidation in "east county" involve job threats (anonymous complainant) and physical intimidation (anonymous complainant) and slander (myself) as well as deploying the art of "crafted omissions" will be outlined. I will describe these events in detail that appear to have overtones of creating the atmosphere to induce kickbacks or bribes.

ZESC proposal in Multnomah County, OR

In March 2009, I contacted Troutdale City Administrator David Nelson. I provided spreadsheets, a draft utility developmental agreement, and about 10 other items of information prior to the meeting with Mayor Jim Kight, City Attorney David Ross and Mr. Nelson. *1 Total disclosures within the first two months numbered approximately 17. The agenda for the meeting: to discuss an innovative TALF

5 I request the assistance of the ORAG and Oregon Ethics Committee in righting the current problems
in evidence: sunshine law violations both overt (erasing/modifying/turning off tapes) and by omission
(refusing to allow public discourse), defamation (the unwarranted c&d, public statements calling me
"egregious," implying that the City had spent \$10k evaluating my proposal, inter alia) refusal to
10 comply with Oregon's Waste Laws and general best practices. The record suggests that slander and
defamation has extended to my elected officials, to the state representative, state senator and Oregon
senator and even across state lines. I have been informed that the City of Troutdale, complicit in the
machinery that caused Mr. Alexander's bond to become unlawfully withheld from him, deleted our
communications and FOIA request. Loss of public standing and good name are damages. I am
reluctant to place any more FOIA requests – particularly for phone calls/emails/meeting minutes/sign-in
sheets-- to officials of Metro, Troutdale, or David White or associates, because I believe it is certain that
the records will be altered or deleted (spoilage) before they arrive to me.

Marni Zollinger – ZESC Developer

To: Oregon Attorney General

Executive Summary:

5 In March 2009 I, Marni Zollinger, brought a proposal to Mayor Kight of Troutdale, Oregon for a technology called "ZESC". Part of that technology converts municipal solid waste "MSW" into energy or building products without a smokestack. We also intended to implement a superconducting motor with a standard generator. I had previously acquired an interim phase debt investment commitment from Mr. Mark Alexander, a sophisticated partner with a rich energy and forex background. Embracing this
10 proposal requires that I have BTUs (the unit of measuring energy reserves, which are discounted to a net present value as per the TriStone Energy Survey) to replace Mr. Alexander's collateral under the terms of an ISDA Master Agreement with rights of collateral substitution. Such was the basis of our interim to permanent financing transaction. In layman's terms, our proposal provided a mechanism for investment into green, clean energy and waste remediation without any assets, capital or credit from anywhere in
15 Oregon (contingent upon my ability to secure the rights to solid waste, which rights were needed to secure the permanent loan which replaces the interim phase or construction loan).

When I made my proposal to Mayor Kight he assisted me in procuring a verbal MSW/BTU commitment from METRO. That verbal commitment was from Mr. Scott Robinson, Deputy Chief Operating Officer.
20 METRO exerts "flow-control" over all solid waste in this region of Oregon. I assisted Mayor Kight in meeting with and obtaining from Oregon Senator Wyden a verbal commitment to assist the City of Troutdale in obtaining CREBs (Clean Renewable Energy Bonds). This was so the City might realize an ownership interest and generate non-tax revenues from a ZESC facility.

25 Mayor Kight was hit from behind by a staffer who was fully cognizant that the proposal did not involve city assets, capital or "full faith and credit" upon which the City Council might make a decision. Prudence compelled Mayor Kight to present the opportunity to the full city council. The City Council approved the proposal subject to due diligence. The staff of the city and Councilor Matt Wand then moved behind the scenes to destroy my reputation and impede my forward momentum. Mayor Kight, sensing a battle that
30 he couldn't win, joined in the efforts to destroy my reputation and derail the proposal. They settled on defaming me and the record suggests that this defamation existed within the city, beyond the city to the State contacts that I had made, to our Oregon Senator's staff and inflicted that treatment on others.

Mayor Kight elected to pursue a secondary energy transaction (wind farm). To my knowledge Mayor
35 Kight would not divulge information to the Council or the public. Councilor Hartmann asserted to me that at no time did he proxy his voting rights or his authority to advise or consent on matters related to the proposed wind farm. Were public funds expended on the wind farm without the board's knowledge or consent?

40 I believe Troutdale meant to destroy my previous oral arrangement with METRO. METRO was subject to Oregon's Waste Law (HB 3744). METRO arranged a meeting with a lobbyist, Waste Management's David White, who wanted to be paid. Mr. White confirmed that he had been present in "meetings" in which elected officials related to or directly from Troutdale asserted that they would not allow a ZESC facility to exist anywhere in their service area without financial consideration.

45 Sensing that Troutdale would purposely intervene on any ZESC proposal in the area, I withdrew my proposal. I engaged another application involving the Wood Village Enterprise Zone. I was determined to inject energy revenues back into the local community. Marketing wholesale-priced renewable electrical energy under my FERC certified 'market based rate authority' might generate much needed payments to the Reynolds School District, which was struggling financially. I required commercial finance using
50 standard energy means known as dNPV, or discounted net present value. Most "fossil" fuel energy financings at commercial banks utilize this "future flow" as collateral (not municipal assets, capital or



Metro | *People places. Open spaces.*

COUNCILOR ROD PARK, DISTRICT 1

December 10, 2010

United States Water Prize Secretariat
Clean Water America Alliance
1816 Jefferson Place, NW
Washington, DC 20036

Re: United States Water Prize – City of Gresham Green Street Retrofits for Healthy Watersheds

Dear Sir or Madam:

I am writing on behalf of Metro, the Portland metropolitan area's regional government, to express my strong support for the City of Gresham's application for the United States Water Prize for its extensive work to retrofit streets with green storm water features to improve the health of its watersheds.

As a Metro Councilor whose district includes Gresham, I have been impressed with their commitment to make their city greener. Their work to transform standard streets to Green Streets has reduced the quantity of storm water runoff from these areas while improving water quality, improving the natural resource functions of the region's watersheds and beautifying the city streetscape, collectively improving livability and economic desirability. The City of Gresham serves as a model to other jurisdictions in our region for its interdisciplinary approach to Green Streets and for prioritizing these practices in street design.

Continued retrofitting of impervious surfaces with storm water management measures in Gresham will help meet the requirements of the Endangered Species Act, Clean Water Act and Safe Drinking Water Act. The cost-benefit, technical design and performance information gained on green technologies will be useful both regionally and nationally, as communities work to comply with storm water permits and regulations, in an effort to improve watershed health and function.

Thank you for your serious consideration of this award application.

Sincerely,

Rod Park
Metro Councilor, District 1