



NARRATIVE INFORMATION SHEET

FY2019 Hazardous Substance Brownfield Cleanup Grant Application Prosper Portland – Former USPS Processing & Distribution Property

Gustavo J. Cruz, Jr.
Chair

Francesca Gambetti
Commissioner

Dr. Alisha Moreland-Capua
Commissioner

William Myers
Commissioner

Peter Platt
Commissioner

Ted Wheeler
Mayor

Kimberly Branam
Executive Director

1. Applicant Identification: Prosper Portland
222 NW 5th Avenue
Portland, OR 97209
2. Funding Requested:
 - a. Cleanup Grant Type: Single Site Cleanup
 - b. Federal Funds Requested: \$500,000
 - c. Contamination: Hazardous Substances
3. Location:
 - a. City: Portland
 - b. County: Multnomah
 - c. State: Oregon
4. Property Information: Former USPS Processing & Distribution Property
715 NW Hoyt Street
Portland, OR 97009
5. Contacts:

<ol style="list-style-type: none"> a. <u>Project Director</u> Colin Polk (503) 823-3211 polkc@prosperportland.us 222 NW 5th Avenue Portland, OR 97209 	<ol style="list-style-type: none"> b. <u>Executive Director</u> Kimberly Branam (503) 823-3200 branamk@prosperportland.us 222 NW 5th Avenue Portland, OR 97209
---	--
6. Population: 647,805 (population of Portland, Oregon)

prosperportland.us

222 NW Fifth Avenue
Portland, OR
97209-3859

503-823-3200 Main
503-823-3368 Fax
503-823-3366 TTY



7. Other Factors Checklist:

Other Factors	Page #
Community population is 10,000 or less.	N/A
The applicant is, or will assist, a federally recognized Indian tribe or United States territory.	N/A
The proposed brownfield site is impacted by mine-scarred land.	N/A
Secured firm leveraging commitment ties directly to the project and will facilitate completion of the project/redevelopment; secured resource is identified in the Narrative and substantiated in the attached documentation.	3, Narrative Attachment
The proposed site is adjacent to a body of water (i.e., the border of the site is contiguous or partially contiguous to the body of water or would be contiguous or partially contiguous with a body of water but for a street, road, or other public thoroughfare separating them).	N/A
The proposed site is in a federally designated flood plain.	N/A
The redevelopment of the proposed cleanup site will facilitate renewable energy from wind, solar, or geothermal energy; or any energy efficiency improvement projects.	2, 3

8. Letter from State Environmental Authority: Attached.



Oregon

Kate Brown, Governor

Department of Environmental Quality

Northwest Region

700 NE Multnomah Street, Suite 600

Portland, OR 97232

(503) 229-5263

FAX (503) 229-6945

TTY 711

January 11, 2019

Susan Morales

U.S. Environmental Protection Agency, Region 10

1200 Sixth Avenue, Suite 900 (ECL-122)

Seattle, WA 98101-3140

Re: DEQ Support for Prosper Portland's Application for a Brownfield Cleanup Grant at the Former United States Postal Service Processing and Distribution Property

Dear Ms. Morales:

The Oregon Department of Environmental Quality (DEQ) supports Prosper Portland's EPA Brownfield Cleanup Grant application for the former U.S. Postal Service (USPS) Processing and Distribution Center in Portland. If awarded grant funding, Prosper Portland will remove and properly dispose of over 1,800 tons of contaminated soil that exceed human health hot spot screening levels, and conduct asbestos abatement of two large buildings prior to their demolition. These cleanup actions will support the larger site redevelopment effort at the 14-acre site.

The former USPS property is located within the Broadway Corridor, which suffers from an insufficient supply of affordable housing and a disproportionate level of crime, including assault and theft. EPA's grant funding would support Prosper Portland's mixed-use redevelopment plan for the property, including park and open space, commercial uses, and 2,400 units of urban residential construction (30% of which would be affordable housing). In addition to creating an estimated 4,000 jobs, site redevelopment would be expected to significantly reduce blight and crime.

Prosper Portland is a City department governed by a board of commissioners who are Portland citizens. Prosper Portland's Strategic Plan includes supporting the Broadway Corridor Steering Committee, comprised of community members that promote equity and collaboration in all aspects of job creation and community development.

Beginning in the early 1990s, DEQ oversaw a series of environmental investigations at the USPS property. In 2010, DEQ issued a Record of Decision that contained two separate remedial elements: one for ongoing USPS operation on the site ("existing"), and a second for redevelopment following USPS departure ("future"). The existing remedy required maintenance and/or enhancement of the site protective cap (buildings and paving), and a prohibition on groundwater use, both memorialized in an Easement and Equitable Servitude. The future site

remedy, associated with site redevelopment, requires soil hot spot removal and permanent capping, with institutional controls to be updated as necessary. Soil vapor controls would also be implemented, as necessary, to control vapor intrusion risk to future site users.

In 2016, DEQ entered into a Prospective Purchaser Agreement (PPA) with Prosper Portland, incorporating remedial actions associated with pre-construction activities that included: 1) removal of hot spot soil; 2) maintenance and inspections of the protective cap; 3) development and implementation of a Master Remedial Action Work Plan; 4) coordination with developers of sub-parcels to ensure the site is safe for future users; and 5) coordination with the City on needed zoning changes and on selecting a master development partner for part of the property. Throughout the assessment and cleanup remedy selection process, DEQ and Prosper Portland have worked collaboratively to engage the public and to implement protective actions to promote site redevelopment.

DEQ recognizes and supports the role Brownfield cleanup and redevelopment plays in providing opportunities for affordable housing and economic development. Therefore, DEQ encourages EPA to fund Prosper Portland's work on this critical project in an under-served part of downtown Portland. Please contact Rebecca Wells-Albers, DEQ Northwest Region Brownfield Coordinator, at 503-229-5585 if you have any questions.

Sincerely,



Nina DeConcini
Administrator, DEQ Northwest Region

cc (email): Dan Hafley, NWR/DEQ
Rebecca Wells-Albers, NWR/DEQ
Paul Seidel, NWR/DEQ
Patricia Atkins, NWR/DEQ
Cheryl Grabham, NWR/DEQ
Colin Polk, Prosper Portland
Len Farr, Stantec

1. PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION

1.a. Target Area & Brownfields

1.a.i. Background and Description of Target Area: The City of Portland (City) is the largest city in Oregon and the Multnomah County seat. It is located at the north end of the Willamette Valley near the confluence of the Willamette and Columbia rivers. The Willamette Valley is a 150-mile north-south oriented valley that is home to 70% of Oregon’s population. Portland (population 612,206) covers 145 square miles, while the Portland metropolitan statistical area (MSA) (population 2.4 million) covers 6,684 square miles. It is the 25th most populous MSA in the United States (US). Portland began to be populated in the 1830s near the end of the Oregon Trail. Its water access provided convenient transportation of goods, and the timber industry was a major force in the City’s early economy. Portland’s first link to the national railroad network was established in 1883, providing another mode of transport to facilitate trade outside the region.

The 24-acre Target Area is located proximal to Portland’s central business district and is referred to as the Broadway Corridor. This area was first developed for industrial, locomotive fueling and repair, and railroad trade and commerce use in the 1880s, resulting in contamination of soil and groundwater and the creation of brownfields when these historical uses left the area. Today, the area is the oldest and lowest income neighborhood (Old Town Chinatown or hereafter “Old Town”) within Portland’s central city. Old Town is characterized by a high number of brownfields and blight, resulting in disproportionate impacts on the sensitive populations that call Old Town home. Proximity to the central business district means substantial redevelopment potential, but this potential is yet to be realized due to brownfield challenges substantially impacting the economic and social well being of the community.

The project scope involves soil cleanup and limited asbestos abatement that must occur prior to redevelopment. Prosper Portland (Prosper), the city’s redevelopment agency, has constrained financial resources for cleanup and redevelopment, and delivery of robust community benefits, but has budgeted for the gap between EPA funding and cleanup/abatement costs. Prosper has a proven track record of using public/private partnerships to facilitate redevelopment projects as private investment is key to the success of projects of this magnitude.

1.a.ii. Description of the Brownfield Site: There are a number of brownfields located within the Broadway Corridor, the Target Area, the largest being the 14-acre former US Postal Service (USPS) Property (“PROPERTY”), where the cleanup funding will be used. Prosper acquired the PROPERTY in September 2016. USPS mail processing operations ceased in June 2018 and except for a small retail post office, the PROPERTY has remained vacant since.

The PROPERTY was first developed for railroad use in the 1880s. A Manufactured Gas Plant (MGP) operated in the northwest corner of the PROPERTY from 1893 to the 1930s, producing gas for lighting railroad cars. Railroad operations dominated the PROPERTY vicinity as well. Union Station, Portland’s rail passenger depot, opened in 1896 adjacent and east of the PROPERTY. More than 50 acres of railyard also was located north (now redeveloped for mixed-use) and east (now redeveloped for multi-family residential use) of the PROPERTY. PROPERTY use changed in 1962 when it became a USPS mail processing facility. In June 2018, mail processing operations were relocated, leaving the following buildings vacant: 1) a 400,000 square-foot main building, 2) a 9,200 square-foot vehicle maintenance facility (VMF), and 3) a 448 stall multi-story parking garage. Demolition of the main building and VMF is planned in 2020/2021. Prior to demolition of these structures, regulated building materials must be abated.

Elevated concentrations of polycyclic aromatic hydrocarbons and metals, a legacy of railroad operations, are present in shallow soils across the PROPERTY. While PROPERTY buildings and asphalt pavement currently contain these contaminants, redevelopment of the PROPERTY cannot occur until these contaminants have been remediated. Contaminant concentrations in some PROPERTY areas exceed cleanup levels protective of human health by more than 100X, which by Oregon statute results in designation of a highly concentrated hot spot and triggers a preference for treatment, eliminating engineering and institutional controls as a remedial option.

The PROPERTY is surrounded by some of Portland’s newest (Pearl District) and oldest (Old Town) commercial and residential development. The highest density of unsheltered homeless

population (345 individuals¹) in Portland is located in Old Town. Due to the level of contamination and the proximity of residents and a vulnerable homeless population, there is a high potential for adverse health effects due to exposure to contaminants associated with the PROPERTY.

1.b. Revitalization of the Target Area

1.b.i. Redevelopment Strategy and Alignment with Revitalization Plans: Revitalization of the Broadway Corridor is considered a once-in-a-generation opportunity to add to Portland’s economy and vitality and to deliver community benefits for all Portlanders. Ownership of the PROPERTY by Prosper, whose mission is to “create economic growth and opportunity for Portland”, and whose vision includes “encouraging broad prosperity and fostering great places” also provides a unique opportunity to maximize community benefits during PROPERTY redevelopment.

The PROPERTY is identified in the City of Portland’s Central City 2035 Plan² as a key opportunity site for high-density employment and signature city attractions. As a result, significant effort is being expended in planning for PROPERTY revitalization. A high-level concept plan for the Target Area entitled the *Broadway Corridor Framework Plan*³ was published by Prosper in October 2015. It describes the strategic vision for the Broadway Corridor and the PROPERTY, develops a number of redevelopment alternatives, and identifies a preferred alternative selected with significant community input. The preferred alternative organizes buildings around a two-block North Park Blocks extension from the south onto the PROPERTY, with an opportunity for significant building height at the center. It utilizes existing infrastructure and accommodates 4,000 jobs and 2,400 housing units, with 3.8 million square feet of total floor space. A key preferred alternative public benefit is affordable housing at the rate of 30% of dwelling units built.

In summer 2018, a process to refine the redevelopment concept for the Broadway Corridor began and will culminate in a land use review approval and redevelopment strategy in summer 2019. A steering committee representing diverse community interests is key to this process, as is outreach to the broader community. Three development concepts have emerged and are being vetted as described in *Section 2.b.ii*. The concepts will deliver the following project guiding principles:

- **Accountable:** Implement a robust and proactive strategy that is a responsible expenditure of public funds, attracts private investment, and delivers targeted and equitable public benefits
- **Connected:** Leverage regional and local assets to strengthen multimodal transportation connections and improve accessibility to and through the area for all
- **Equitable:** Promote social equity, reduce disparities, and extend community benefits
- **Prosperous:** Foster economic and wealth prosperity for all through opportunities for innovation, creativity, education, and economic growth in the region
- **Resilient:** Demonstrate leadership in sustainability, health and integration of the built and natural environments and promote human interaction with the environment.
- **Vibrant:** Create an aesthetically stunning community that reflects diversity, integrates private and public spaces, and enriches the quality of life for all Portlanders

The Broadway Corridor is an urban redevelopment project that will permanently change Portland’s downtown landscape, knit the City together, and catalyze significant private investments. The Broadway Corridor project acknowledges historic disparities; considers what is being created for future generations; fosters culture, social equity and inclusion in a genuinely transparent and equitable way; and reimagines how people live, work, enjoy and move through the City. The project is envisioned as a unique, diverse, vibrant, sustainable, mixed-use, dense urban district seamlessly integrated with a regional multi-modal transportation hub.

1.b.ii. Outcomes and Benefits of Redevelopment Strategy: PROPERTY redevelopment will create 4,000 jobs, an employment density commensurate with Portland’s central business district. Further, these jobs will be readily accessible to all economic classes via public transit, and no additional roadway construction will be required to support them. One of Portland’s largest livability challenges is affordable housing. One project outcome will be the creation of 720 affordable housing units. These new housing units will benefit households up to 60% of area median income and will result in stable housing for lower income families, which studies have

¹ 2017 Point-In-Time Count of Homelessness in Portland/Gresham/Multnomah County, Oregon

² <https://www.portlandoregon.gov/bps/77289>

³ <http://prosperportland.us/wp-content/uploads/2016/07/Broadway-Corridor-Framework-Plan-and-Appendices.pdf>

shown will lead to better health, educational attainment and financial outcomes. This concept of affordability will extend to commercial development as well. This will be accomplished through implementation of a tenanting approach that seeks to assist underrepresented businesses, preserve the vitality of small businesses, and provide business development opportunities that in turn offer needed goods and services to the community. Other benefit categories that the community aspires the project to deliver include:

- Workforce development
- History, art and culture elements
- Multi-modal transit options
- Urban Placemaking
- Parks and Open Space
- Green infrastructure

Prosper has committed to negotiating and implementing a community benefits agreement with community stakeholders and development partner(s) for the PROPERTY. Such an agreement would be legally binding and ensure that aspirational benefit goals become a reality.

1.c. Strategy for Leveraging Resources

1.c.i. Resources Needed for Site Reuse: Prosper’s general fund has been cut ~5% year-over-year for the last several years, and this trend is expected to continue. Much of Prosper’s project funding is sourced from tax-increment financing (TIF); the PROPERTY is located within a TIF district, the River District Urban Renewal Area (URA). Currently, the URA budget is insufficient to cover the extensive costs anticipated for predevelopment and the delivery of public benefits concurrent with and following the PROPERTY redevelopment. Prosper’s FY2018/2019 (July 1 – June 30) budget for PROPERTY redevelopment includes \$7.97 million, and the forecasted budget for FY2019/2020 is \$14 million. Prosper is pursuing opportunities to increase project funding, including grants and other public and/or institutional partnerships. Prosper will utilize EPA grant funding to advance remediation and building asbestos abatement, which will stimulate significant private investment by private development partners.

Prosper has leveraged \$20K in funding for ABCA preparation from the Oregon Brownfield Program. Substantial in-kind and financial leverage, estimated at \$62,000 to date has been obtained from our project partners, and more has been pledged, for PROPERTY redevelopment planning.

Once made redevelopment ready (EPA cleanup funding is critical to accomplishing this) the development of the PROPERTY will bring over \$1 billion in private investment that will fund the construction of approximately 3.8 million square feet of development including streets (~17% of PROPERTY) and public open space (~11% of PROPERTY). The PROPERTY is located within an Opportunity Zone that provides federal tax incentives. The PROPERTY also is located within an Enterprise Zone that exempts businesses from local property taxes on new investments for up to 5 years. These designations will greatly encourage private investment. Other sources of funding or resources that Prosper has or will receive are summarized in the table provided below.

Source	Description	Amount	Status
<i>Oregon Brownfield Program</i>	<i>ABCA completion and public meeting</i>	<i>\$20,000</i>	<i>Secured (see Attachment A)</i>
<i>Prosper Portland</i>	<i>FY2018/2019 adopted budget</i>	<i>\$7.97 million</i>	<i>Secured (see Attachment A)</i>
	<i>FY2019/2020 proposed budget</i>	<i>\$14 million</i>	<i>Pending resource</i>
<i>Community Partners</i>	<i>In-kind and monetary redevelopment planning (past and future)</i>	<i>\$77,000</i>	<i>Secured (see Attachment A)</i>
<i>Private Investment</i>	<i>Private redevelopment investment</i>	<i>>\$1 billion</i>	<i>Pending resource</i>

1.c.ii. Use of Existing Infrastructure: Prosper completed an evaluation of infrastructure investments required to redevelop the PROPERTY. The redevelopment plan for the PROPERTY estimates 2,400 new housing units and 4,000 jobs, supported by approximately \$40 million in public/private funding invested for infrastructure. If this growth were to occur in lower density outer neighborhoods it would need 400 acres of land and approximately \$105 million in infrastructure investment⁴. The 448-stall parking garage on the PROPERTY will be reused on an interim basis to support early redevelopment phases, reducing the amount of parking required to support redevelopment. All new infrastructure investments will occur on the PROPERTY and will be tied into available existing transportation and utility infrastructure around the PROPERTY.

⁴ <http://prosperportland.us/wp-content/uploads/2016/07/Broadway-Corridor-Framework-Plan-and-Appendices.pdf>

2. COMMUNITY NEED AND COMMUNITY ENGAGEMENT

2.a. Community Need

2.a.i. The Community’s Need for Funding: Over the last decade Prosper has been downsized significantly. In 2008, Prosper had 223 employees. Prosper’s FY2018-19 budget includes only 80 permanent staff positions⁵. Prosper faces significant financial constraints due to declining TIF revenues as the River District URA approaches retirement. For the 2018-19 fiscal year (FY), River District URA TIF proceeds are projected at \$28 million and 30% of these funds have been budgeted to prepare the PROPERTY for redevelopment at the expense of other URA projects. Projected TIF revenues are \$13 million and \$11 million in FY2019-20 and FY2020-21, respectively. Retirement of the River District URA will occur in FY2021-22, meaning the end of TIF funding in the PROPERTY area.

The equitable development project focus will insure that the low-income population in Old Town and in the rest of the city will benefit from the project. See *Section 2.a.ii.3* for information regarding the low-income nature of the Old Town neighborhood that will benefit from this grant.

2.a.ii. Threats to Sensitive Populations:

2.a.ii.1. Health or Welfare: The primary welfare challenges for sensitive populations in the Target Area include an inadequate supply of affordable housing, and blight and safety concerns. Old Town’s sensitive populations include: **Low Income** - Old Town has the lowest household median income (\$30,600) of any Portland neighborhood; **Minority** - 3.6% more blacks than the Portland average, 47.6% of whom are unemployed or not in the workforce⁶; **Homeless** – the highest density of unsheltered homeless population found anywhere in Portland is located in Old Town

Portland has a housing crisis at all income levels. Between 2006 and 2015, rents in the Portland metropolitan area increased 63% while renter incomes increased only 39%⁷. The 17 affordable housing properties in Old Town are insufficient as indicated by a long wait list for all of these properties. PROPERTY redevelopment plans include 720 new affordable housing units. Further, redevelopment plans include 4,000 new jobs, so future PROPERTY residents will have a walking commute if they live and work on the PROPERTY or easy access to public transit if they don’t.

Blight and crime are ongoing challenges for the livability and economic health of Old Town. From Oct. 2017 to Oct. 2018, 2,238 crimes (primarily drug, theft and assault) were recorded in Old Town, ranking it 1st among Portland neighborhoods⁸. This criminal activity has had an impact on the market’s perception of the neighborhood and deters investment where it is desperately needed⁹. Redevelopment of the PROPERTY will directly eliminate blight and help activate an area that currently experiences a high-level of crime in part due to a lack of “eyes on the street”. As proven by many studies, a reduction in blight will have a commensurate impact in reducing crime.

2.a.ii.2. Greater Than Normal Incidence of Disease and Adverse Health Conditions: Old Town census blockgroups 1002 and 1003 environmental indicators obtained from the EPA’s Environmental Justice Screening and Mapping Tool (EJ Screen) indicated adverse air quality conditions in the PROPERTY area associated with vehicle and industrial facility emissions.

The large homeless population in Old Town is exposed to these conditions 24 hours per day. Further, individuals who are homeless have disproportionately high rates of health problems (e.g. HIV infection, alcohol and drug abuse, mental illness, tuberculosis, etc.) even when compared to low-income populations¹⁰.

Indicator	%ile State	%ile Region	%ile US
<i>National-Scale Air Toxics Assessment (NATA) Diesel PM</i>	99	95-100	95-100
<i>NATA Cancer Risk</i>	99	95-100	95-100
<i>NATA Respiratory Hazard Index</i>	99	95-100	95-100
<i>Traffic Proximity and Volume</i>	95	95	93

⁵ Prosper Portland Adopted Budget – FY18-19, June 2018

⁶ <https://statisticalatlas.com/neighborhood/Oregon/Portland/Old-Town-Chinatown/Overview>

⁷ <http://www.oregonmetro.gov/news/you-are-here-snapshot-portland-area-housing-costs>

⁸ <https://www.portlandoregon.gov/police/71978>

⁹ Old Town Five-Year Action Plan, July 2014

¹⁰ Fact Sheet - Homelessness & Health: What’s the Connection?

<i>Risk Management Plan Proximity</i>	96	97	96
---------------------------------------	----	----	----

2.a.ii.3. Economically Impoverished/Disproportionately Impacted Populations: In addition to the lowest median household income of all Portland neighborhoods, the following data¹¹ indicate the impoverished conditions in Old Town: **Poverty** – 34% of households (compared to 12.3% nationally) live in poverty and of those living in poverty 62% are black; **Food Insecure** – 25.1% of households receive food stamps compared to 19% in Portland overall, including 44.5% of black households; **Employment** – Unemployment in Old Town (5.4%) is only slightly higher than in Portland (5.2%), but 37.9% (as compared to 30.4% in Portland) of Old Town residents (including 97.6% of black females and 47.5% of black males) are not in the work force. These statistics likely do not capture the large homeless population (345 individuals) present in Old Town all of whom would be considered food insecure, unemployed, and living below the poverty line.

2.b. Community Engagement

2.b.i. Community Involvement: The project team is committed to true and authentic community engagement, intentionally involving underserved and underrepresented communities in redevelopment planning for the PROPERTY. Prosper’s robust engagement efforts for Broadway Corridor redevelopment planning started with establishment of a steering committee comprised of 41 respected community members¹². The role of the steering committee is to advise Prosper regarding: 1) criteria for the selection of development partner(s); 2) the mix of housing and employment opportunities; 3) placemaking; and 4) priorities for equitable engagement and community benefits. The steering committee has met on a monthly basis since June 2017. The table below characterizes the make-up of the committee (insufficient space to list all 41 members [see footnote below for link to full list of members¹¹]).

Abridged List of Project Partners

Partner Organization	Point of Contact	Role in Cleanup and Redevelopment Planning
Verde 503.290.8570	Tony DeFalco tonydefalco@verdenw.org	Advocated for communities of color and low-income communities in cleanup/redevelopment planning
Ecotrust 503.227.6225	Nathan Kadish @ecotrust.org	Advocate for social equity and environmental well-being in cleanup/redevelopment planning
Oregon Tradeswomen 503.335.8200	Emma Brennan emma@tradeswomen.net	Promote equity in the building trades (EPA brownfields job-training grant recipient)
Latino Network 503.283.6881	Anna Munoz ana@latnet.org	Advocated for Latino youth, families and communities during cleanup/redevelopment planning
Innovative Housing Inc. 503.226.4368	Sarah Stevenson sstevenson@innovativehousing.com	Advocate for including a high proportion of high-quality, affordable housing in the redevelopment project

Prosper also recognizes the importance of private partnerships in redevelopment projects. In November 2017 Prosper issued a Request for Proposal (RFP) for a development partner. In April 2018, after reviewing input for a community-led evaluation committee, the redevelopment project team selected Continuum Partners. Continuum is serving as a developer advisor during the planning phase and has exclusive negotiation rights for the redevelopment of the PROPERTY. Continuum’s commitment to equity and the environment were key in its selection.

2.b.ii. Incorporating Community Input: Prosper has held multiple public outreach meetings and monthly steering committee meetings to engage and inform the local community regarding the strategic vision and development approach for the Broadway Corridor and the PROPERTY. All meetings included childcare and interpreters. Prosper has created a project website that is has used, and will continue to use, to conduct virtual open houses (in English and Spanish), and to provide the public access to project documents¹³. Phase 1: Broadway Corridor Framework Plan began in 2015, during which three public open houses were held. Input received from the community during these meetings was incorporated into the strategic vision and preferred development concept in the plan. A community visioning workshop was held in December 2016 to kick-off Phase 2: Preferred Alternative Refinement. Between July 2017 and December 2018 four open houses were held at

¹¹ <https://statisticalatlas.com/neighborhood/Oregon/Portland/Old-Town-Chinatown/Overview>

¹² <https://www.broadwaycorridorpx.com/steering-committee-members/>

¹³ <https://www.broadwaycorridorpx.com/>

locations throughout Portland soliciting community input on development partner selection and the creation and refinement of redevelopment concept alternatives. Utilizing the community input received, the redevelopment team will complete a Development Plan by summer 2019. During both project phases Prosper also conducted one-on-one interviews at major public transit stations and community events aimed at capturing a broader range of feedback on the project from those communities who might be underrepresented in traditional public participation forums. Prosper will continue using similar outreach techniques in seeking community input as cleanup work begins, including holding evening pre- and post-cleanup community meetings. During the pre-cleanup community meeting, a final Analysis of Brownfield Cleanup Alternatives (ABCA) prepared for the PROPERTY will be available for review.

3. TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS

3.a. Proposed Cleanup Plan: EPA cleanup funding will be used to implement soil hot spot cleanup, and as funding permits, asbestos abatement prior to building demolition.

Media Addressed	Cleanup Method	Disposal Requirements
Soil	Excavation and off-site disposal	RCRA Subtitle D landfill
Asbestos	Removal and off-site disposal	RCRA Subtitle D landfill

The overall cleanup plan for the PROPERTY has been stipulated by the Oregon Department of Environmental Quality (DEQ) in its Record of Decision dated July 14, 2010. The table below describes the cleanup actions required and indicates the funding source that will be used to implement each action. Cleanup actions funded by EPA or Prosper will be performed to prepare the PROPERTY for redevelopment, while those indicated as being funded by the developer will be performed concurrent with redevelopment.

Cleanup Action	Funding Source
Excavation and off-site disposal at a DEQ-approved facility of soils containing hazardous substances exceeding hot spot concentrations.	EPA
Removal of two pockets of petroleum contamination beneath PROPERTY buildings.	Prosper
Capping of areas where soil contains contaminants at concentrations exceeding acceptable risk levels but below hot spot levels concurrent with public street and park construction.	City of Portland
Capping of areas where soil contains contaminants at concentrations exceeding acceptable risk levels but below hot spot levels within private development areas.	Private Developer
Installation of vapor mitigation systems beneath buildings constructed in the former MGP area of the PROPERTY.	Private Developer
Implementation of controls during redevelopment to prevent unacceptable construction worker exposure to contaminated soils.	Private Developer

In preparing the PROPERTY for redevelopment, Prosper also plans to demolish the former mail processing building and VMF. Prior to demolition, all asbestos-containing materials (ACMs) present in these two buildings must be abated. A survey of asbestos within these buildings identified the following primary ACMs: 1) 2,300 hard fittings, 2) 254,000 square feet (ft²) of floor tile, 3) 5,000 ft² of black wall tar, 4) 156,000 linear feet of duct felt, 5) 10,000 linear feet of sealant, and 6) 150 fire doors¹². The estimated cost to abate all identified ACMs is \$2.1 million¹⁴. EPA and Prosper cost share funding not expended on hot spot soil remediation will be utilized to fund ACM abatement. It is estimated that \$109,600 (technical contractor costs of \$75,000 and abatement contractor costs of \$34,600) will be expended on ACM abatement activities.

3.b. Description of Tasks and Activities: Cleanup activities will be completed within the 3-year grant period, as summarized below. Budget calculations are shown in Section 3.c.

Task 1 - Community Outreach:

Public Meetings: Prosper (supported by technical contractor and DEQ) will convene a pre-cleanup public meeting to inform and solicit input from the public regarding the project cleanup plan. A second public meeting will be held post-cleanup to share final cleanup details with the community, including how cleanup was successful in addressing risks to human health.

¹⁴ Pre-Demolition Hazardous Building Materials Survey Report, dated July 25, 2018.

Fact Sheets: Prosper (supported by technical contractor) will prepare two cleanup fact sheets (one for soil cleanup and one for asbestos abatement). These will be distributed at public meetings and made available on our Broadway Corridor webpage.

Webpage: Prosper will include cleanup project information (summary project description, fact sheets and ABCAs) on its Broadway Corridor webpage. Regular updates will be made to the webpage as the project progresses.

Task No.	Task Name	Description	FY2020				FY2021				FY2022			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	Community Outreach	Public Meetings				+					+			
		Fact Sheets	■											
		Webpage Updates	→											
3	Cleanup Activities	QAPP Preparation/Approval	■	■										
		NHPA and ESA Requirements	■	■										
		Work Plan and Specifications Preparation/Approval	■	■										
		Cleanup/Abatement Contractor Selection			■	■								
		Soil Cleanup Activities					■	■	■	■				
		Asbestos Abatement Activities					■	■	■	■				
3	Oversight/ Reporting Activities	Closure Reporting						■	■	■	■			
		Quarterly Reporting		■	■	■	■	■	■	■	■			
		Annual DBE Reports					■	■	■	■	■	■		
		ACRES Database Submittals	Property profile will be created 1Q19 and updated as appropriate.											
		Final Report								■	■	■	■	

Task 2 – Cleanup Activities: Prosper (Colin Polk supported by Dan Spero) will direct Tasks 2A-Soil Cleanup and 2B-Asbestos Abatement. Our technical and cleanup contractors will lead cleanup activities. DEQ, through its VCP (PROPERTY already enrolled), will oversee all cleanup activities. Task 2A cleanup activities will include the following.

1. Prosper will issue a work order to one of its on-call technical contractors (selected through a competitive RFP process compliant with 2 CFR 200.317-326 requirements) to prepare:
 - a. A final Analysis of Brownfield Cleanup Alternatives (ABCA) for the PROPERTY.
 - b. A detailed Cleanup Plan and specifications that will be reviewed/approved by the DEQ.
 - c. A Quality Assurance Project Plan (QAPP) that will govern all assessment activities.
 - d. EPA required threatened or endangered species (ESA §7(a)(2)) and National Historic Preservation Act (NHPA §106) activities.
2. A cleanup contractor selected through a competitive RFP process compliant with 2 CFR 200.317-326 requirements will:
 - a. Complete all permitting and pre-work submittals including a health and safety plan.
 - b. Set-up of all controls (e.g security fencing, traffic control, erosion control, etc.) to secure the PROPERTY and prevent off-site contaminant migration.
 - c. Excavate, load, transport, and dispose ~1,800 tons of highly concentrated hot spot soils.
 - d. Placement and compaction of clean backfill material to grade. Asphalt restoration will not be required as redevelopment of the PROPERTY is imminent.
3. Prosper will utilize its technical contractor as owner’s agent, overseeing the work of the cleanup contractor, and completing:
 - a. Confirmation soil sampling to document cleanup of the highly concentrated soil hot spot.
 - b. Air sampling to document no airborne off-site migration during cleanup.
 - c. A Closure Report documenting all cleanup activities for DEQ review/approval.

Task 2B-Asbestos Abatement activities will include the following.

1. Prosper will issue a work order to an on-call technical contractor (previously retained through a competitive RFQ process compliant with 2 CFR 200.317-326 requirements) to prepare:
 - a. A detailed Abatement Plan and specifications that will be reviewed/approved by the DEQ.
 - b. A QAPP that will govern all air clearance sampling and testing activities.
 - c. National Historic Preservation Act (NHPA §106) activities.
2. An abatement contractor selected through a competitive RFP process will:
 - a. Remove all asbestos-containing materials (ACMs) from PROPERTY buildings in accordance with all state and federal protocols and requirements;
 - b. Properly contain all removed ACM for transport (burrito-wrap); and
 - c. Transport all removed ACM to a RCRA Subtitle D landfill permitted to accept ACM.

3. Prosper will utilize its technical contractor as owner’s agent, overseeing the work of the abatement contractor, and completing:
 - a. Air clearance sampling as asbestos abatement within each containment area established by the abatement contractor is completed.
 - b. A Closure Report documenting all abatement activities for DEQ review/approval.

Task 3 – Cooperative Agreement Oversight and Reporting: Prosper (Colin Polk supported by Tony Barnes) and its technical contractor will work collaboratively in completing all EPA reporting requirements, and in tracking project progress and budget to ensure that funds are spent fully, and in accordance with this application. This task includes: 1) quarterly progress reporting; 2) annual disadvantaged business enterprise reporting; 3) Property Profile Form submission in the ACRES reporting system; 4) a final report summarizing accomplishments, expenditures, outcomes, outputs, lessons learned, and resources leveraged during the project; and 5) expenses associated with grantee attendance of two educational brownfield conferences.

As Prosper is seeking \$500,000 in EPA cleanup funding, a \$100,000 cost share (20%) is required. This cost share will be met through monetary funding provided by Prosper to complete all asbestos abatement activities not covered by EPA funding (estimated to be \$1,963,600).

3.c. Cost Estimates and Outputs: Prosper will not charge the EPA grant for salary dollars or administrative costs and will perform all Prosper personnel functions described in this application using its own resources.

Budget Categories		Project Tasks			TOTALS
		Task 1 – Community Outreach	Task 2 – Cleanup Activities	Task 3 – Oversight & Reporting	
Direct Costs	Personnel	\$0.00	\$0.00	\$0.00	\$0.00
	Fringe	\$0.00	\$0.00	\$0.00	\$0.00
	Travel	\$0.00	\$0.00	\$3,600.00	\$3,600.00
	Equipment	\$0.00	\$0.00	\$0.00	\$0.00
	Supplies	\$0.00	\$0.00	\$0.00	\$0.00
	Contractual	\$7,500.00	\$541,400.00	\$20,000.00	\$568,900.00
	Other (DEQ VCP Fees)	\$2,500.00	\$25,000.00	\$0.00	\$27,500.00
Total Direct Costs		\$10,000.00	\$566,400.00	\$23,600.00	\$600,000.00
Total Indirect Costs		\$0.00	\$0.00	\$0.00	\$0.00
Total Federal Funding		\$10,000.00	\$466,400.00	\$23,600.00	\$500,000.00
Prosper Cost Share		\$0.00	\$100,000.00	\$0.00	\$100,000.00
TOTAL BUDGET		\$10,000.00	\$566,400.00	\$23,600.00	\$600,000.00

Task 1 - Community Outreach: (Total Budget: \$10,000) Prosper will utilize in-house staff to lead community outreach for the project. Both our technical contractor and the DEQ will support outreach activities. Prosper is requesting \$7,500 (60 hours at \$125 per hour) in contractual funding and \$2,500 (12.5 hours at \$200 per hour) in funding for DEQ participation in community outreach.

Outputs: Public meeting materials, two project fact sheets, periodic website updates.

Task 2 – Cleanup Activities: (Total Budget: \$2,530,000, \$466,400 funded by EPA, \$100,000 funded by Prosper cost share, and \$1,963,600 funded by additional Prosper monetary contribution)

1. Technical contractor costs of \$55,000 (400 hours @ \$125/hr + \$5,000 in lab testing) for Task 2A-Soil Cleanup. Technical contractor costs of \$75,000 (520 hours @ \$125/hr + \$10,000 in lab testing) for Task 2B-Asbestos Abatement.
2. DEQ oversight costs of \$25,000 (125 hours at \$200 per hour).
3. Cleanup Contractor costs of \$375,000 (\$105K for pre-work submittal preparation, mobilization, and asphalt/concrete cutting, \$171K for soil excavation/transport/disposal [1,800 tons at \$95/ton], and \$99K for excavation backfill [1,800 tons @ \$55/ton]) for Task 2A-Soil Cleanup.
4. Abatement Contractor costs of \$2,100,000 for Task 2B-Asbestos Abatement¹⁵. However, only \$36,400 in EPA grant funds will be used to cover this cost. The remainder includes Prosper’s match of \$100K, and \$1,963,600 in funding contributed by Prosper.

¹⁵ Pre-Demolition Hazardous Building Materials Survey, dated July 25, 2018.

Estimated Cleanup and Abatement contractor costs assume that prevailing wages under the Davis-Bacon Act rules apply.

Outputs: Final ABCAs, QAPPs, Cleanup Plans, Bid Specs and Contractor RFPs, Contractor Pre-Work Submittals, ESA/NHPA Screening, Laboratory Testing Reports, and Closure Reports.

Task 3 – Cooperative Agreement Oversight and Reporting: (Total Budget: \$23,600) This task includes: 1) travel expenses for conference attendance; 2) quarterly progress reporting; 3) annual disadvantaged business enterprise (DBE) reporting; 4) Property Profile Form submission in the ACRES reporting system; 5) a final report summarizing accomplishments, expenditures, outcomes, outputs, lessons learned, and resources leveraged during the project. The budget includes \$3,600 in expenses for Colin Polk to attend one national and one state/regional brownfield conference. Estimated travel costs include airfare (\$600/conference = \$1,200) and hotel/meal/transportation costs (\$400/day/2x3-day conferences = \$2,400). In addition, \$20,000 (160 hrs @ \$125/hr) is budgeted for contractual costs for reporting and other eligible activities to support tasks outlined above.

Outputs: Quarterly Progress Reports, ACRES Updates, Annual DBE Reports, Financial Reports, Project Closeout Report.

3.c. Measuring Environmental Results: Prosper will expand upon the high-level Gantt Chart schedule included in Section 3.a to create a comprehensive tool to track, measure and evaluate progress in output completion. The specific outputs associated with each task described in Section 3.b will be incorporated into the schedule. This tool will be invaluable in tracking progress, thereby ensuring that grant funds are expended in a timely and efficient manner. A copy of the schedule will be referenced within, and included in, each project Quarterly Progress Report in order to keep the EPA continually apprised of project progress.

Environmental Cleanup Outcomes: Our cleanup outcomes for this project will include: 1) mass of hot spot soil remediated and 2) quantity of asbestos abated.

Redevelopment Outcomes: Eventual redevelopment outcomes that will be tracked, measured and evaluated include: 1) Number of acres for which environmental issues have been resolved and made ready for reuse, 2) Number of jobs created, 3) Number of housing units (affordable and market-rate) built, 4) Square feet of commercial space built, 5) Square feet of LEED certified buildings constructed, 6) Acres of land redeveloped for open space/parks, 7) Dollars of public and private funding leveraged, and 8) Amount of additional property tax revenue generated. All outputs and outcomes completed during and after the three-year grant period will be reported in the ACRES database system.

4. PROGRAMMATIC CAPABILITY & PAST PERFORMANCE

4.a. Programmatic Capability

4.a.i Organizational Structure: Prosper Portland has planning, economic development, environmental, legal, and other staff with proven experience and expertise in the management of all aspects of brownfield redevelopment projects, including cleanup projects. Prosper also has the finance infrastructure necessary to manage large federal grant programs. During fiscal years 2014 and 2015 our budget included \$7.63 million in grant funding, 30% of which was sourced from various federal agencies.

Colin Polk – (Role: Technical Lead) Mr. Polk recently celebrated his 8-year anniversary as Environmental Coordinator at Prosper Portland. In this role, Mr. Polk manages environmental investigation and remediation activities for Prosper redevelopment projects. Mr. Polk managed all environmental due diligence work completed by Prosper prior to its acquisition of the USPS Property. Prior to his current employment with Prosper Portland, Mr. Polk worked as an environmental consultant for 11 years.

Sarah Harpole – (Role: Community Outreach Lead) Ms. Harpole is a Senior Project Manager and currently leads all project management activities related to redevelopment of the Broadway Corridor and the PROPERTY from community engagement to contract management.

Dan Spero – (Role: Procurement Lead) Mr. Spero oversees the procurement, information technology, risk and records management functions. In 2008, Mr. Spero earned his professional certification from the National Institute of Governmental Purchasing. Dan was instrumental in leading the adoption of Prosper’s “Sustainable Purchasing Policy.”

Tony Barnes – (Role: Financial Lead) Mr. Barnes, Finance Manager for Prosper manages all budget and accounting functions for the agency. Mr. Barnes joined Prosper in June 2000 and was promoted to Budget Officer in 2011 and Finance Manager in 2017. Mr. Barnes holds an MBA and is a Certified Professional Finance Officer of Government Finance Officers Association.

4.a.ii. Acquiring Additional Resources: Prosper routinely acquires additional resources to complete projects, including environmental cleanup projects. As an example of our ability to acquire additional expertise/resources, in 2017 Prosper published 24 RFPs in obtaining additional expertise/resources, including the selection of a planning firm to act in an advisory capacity related to PROPERTY redevelopment planning. Prosper most recently published a request for proposal for environmental cleanup services in December 2014, selecting a contractor to assist with the cleanup/demolition work at the Centennial Mills property located near the PROPERTY. Prosper contracting procedures comply with 2 CFR 200.317-326 requirements. Prosper does not anticipate utilizing subrecipients in completing the project. Prosper purchasing and contracting objectives include promoting diversity, retaining and building sustainable communities with local resources, and promoting minority, women-owned and emerging small businesses.

4.b. Past Performance & Accomplishments

4.b.i. Currently Has or Previously Received an EPA Brownfields Grant: Prosper Portland (formerly Portland Development Commission) has previously received four EPA hazardous substance brownfield cleanup grants, each for \$200,000. Details regarding each grant, accomplishments, and compliance with grant requirements are provided below.

Grant Type	Fiscal Year	EPA Funding	Use of Funds
Cleanup	2004	\$200,000 Haz. Substance	North Macadam URA, Parcel 1
Cleanup	2005	\$200,000 Haz. Substance	North Macadam URA, Public Storage Site
Cleanup	2009	\$200,000 Haz. Substance	Gateway Discovery Park

4.b.i.1. Accomplishments: *North Macadam – Parcel 1:* Concrete rubble coated with asbestos-containing paint generated during the demolition of the Lincoln Steam Plant was buried on a nearby property. This EPA cleanup grant was utilized to excavate and properly dispose of the rubble. The site has been redeveloped with a 203-room hotel completed in 2016. The project included \$55 million in private investment, and created 150 temporary construction jobs, and 50 permanent jobs. While owned by Prosper, the site generated no property tax revenue. 2016 tax revenues were \$53,990. *North Macadam – Public Storage:* This EPA Cleanup Grant was utilized to deconstruct site buildings, remove 1,250 tons of contaminated soil, decommission two underground storage tanks, and design and construct a surface cap to prevent exposure to low-level residual contamination in soil. Today the site is home to Elizabeth Caruthers Park. The project leveraged approximately \$3.95 million in additional funding to acquire the land and construct the park. *Gateway Discovery Park:* During prior-to-purchase due diligence performed by Prosper tetrachloroethene was detected in soil at the site. In May 2010, 6,677 tons of impacted soil was excavated and disposed at the Hillsboro Landfill. A no further action finding was secured from the DEQ in October 2011. Park amenities include a programmed urban plaza, green space, inclusive nature playground, and picnic area. The park opened in August 2018, and now serves 1,800 households that previously did not have ready access to a park or natural area.

4.b.i.2. Compliance with Grant Requirements: Prosper complied with work plan, schedule, and terms and conditions requirements during implementation of all three of its prior EPA Brownfield Cleanup Grants. All grant funds and an additional \$986,404 in funding leveraged from other sources were expended in completing cleanup at the three sites. ACRES reporting for all prior cleanup projects has been completed (in some cases long after grant-funded project was finished).

Narrative Attachment:

Documentation Indicating Committed Leveraged Resources

1. Business Oregon Grant Contract
2. Prosper River District Urban Renewal Area Financial Summary
3. Spreadsheet Documenting Steering Committee In-Kind Labor Contribution, Past and Future

OREGON BUSINESS DEVELOPMENT DEPARTMENT
BROWNFIELDS REDEVELOPMENT FUND
GRANT CONTRACT

Project Name: USPS Building ABCA Project

Project Number: N18003

This financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Business Development Department (“OBDD”), and Prosper Portland (formerly know as Portland Development Commission)(“Recipient”) for financing of the project referred to above and described in Exhibit B (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$21,000.

“Grant Amount” means \$20,000.

“Project Closeout Deadline” means 90 days after the earlier of the actual Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 24 months after the date of this Contract.

SECTION 2 - GRANT AWARD

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified as a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

Notwithstanding the above, the aggregate total of the Grant disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Grant will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Grant on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) The Recipient shall demonstrate, to the satisfaction of OBDD, that it has obtained all other funds that are necessary to complete the Project.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that any requested pre-award expenditures meet all programmatic eligibility requirements, including, but not limited to, the nature of the activity, when the activity took place, and cost.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Grant only for the activities described in Exhibit B and according to the budget in Exhibit C. The Recipient may not modify line items or amounts in the budget without the prior written consent of OBDD. Recipient will not use the Grant moneys to retire any debt.
- B. Costs of the Project. The Recipient shall apply the Grant to the Costs of the Project in accordance with the Act and Oregon law, as applicable. The Grant cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project.
- C. Costs Paid for by Others. The Recipient may not use any of the Grant to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is a municipality, validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or other instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract for the financing and undertaking and completion of the Project.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, and the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) State labor standards and wage rates found in ORS chapter 279C.
- These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- D. Regulatory Oversight. The Recipient shall comply with regulatory oversight through the appropriate Oregon Department of Environmental Quality Program.
- E. Notifications. The Recipient shall reasonably acknowledge in some public fashion, such as in promotional materials, on its web site and in public statements, that the Project was funded in part with Oregon State Lottery Funds administered by the Oregon Business Development Department.
- F. Project Completion Obligations. The Recipient shall:
- (1) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
 - (2) Within thirty (30) days after completion of the Project, but no later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD.
- G. Financial Records. The Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- H. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- I. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Grant for a minimum of three years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

- J. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- K. Certified Firms. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- L. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- M. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
 - (1) Terminating OBDD’s commitment and obligation to make the Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.

- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
 - (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD: Assistant Director, Economic Development
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem OR 97301-1280

If to Recipient: Director of Development and Investment
Prosper Portland
222 NW 5th Ave
Portland OR 97209-3812

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

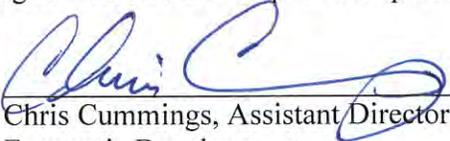
K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through the
Oregon Business Development Department

PROSPER PORTLAND

By: 
Chris Cummings, Assistant Director
Economic Development

By: 
Kyta Straussman, Director
Development and Investment

Date: 10-12-17

Date: 9-27-17

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

Exhibit A: General Definitions
Exhibit B: Project Description
Exhibit C: Project Budget

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285A.185 through 285A.188, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 14 August 2017.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Grant under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

Recipient will complete Analysis of Brownfields Cleanup Alternative report(s) on real property located at 715 NW Hoyt Street, Portland, Multnomah County, Oregon in Section 34, Township 1 North, Range 1 East, of the Willamette Baseline and Meridian.

Recipient shall submit documentation to Oregon Department of Environmental Quality for review and approval.

EXHIBIT C - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Analysis of Brownfields Cleanup Alternatives Report	\$17,000	\$0
Oregon Department of Environmental Quality Regulatory Oversight	3,000	1,000
Total	\$20,000	\$1,000

Financial Summary Five-Year Forecast

<u>River District URA Fund</u>	<u>Revised 2 FY 2017-18</u>	<u>Adopted FY 2018-19</u>	<u>Forecast FY 2019-20</u>	<u>Forecast FY 2020-21</u>	<u>Forecast FY 2021-22</u>	<u>Forecast FY 2022-23</u>
Resources						
Beginning Fund Balance	32,879,165	49,186,022	43,626,945	18,609,719	9,623,556	2,483,863
Revenue						
Fees and Charges	89,812	6,002	3,380	3,578	3,616	2,110
Grants - Federal except HCD	1,458,266	-	-	-	-	-
Interest on Investments	862,006	562,174	427,014	327,014	227,014	227,014
Loan Collections	623,137	436,981	452,629	479,258	484,220	505,802
TIF - Short Term Debt	31,968,000	27,972,000	12,987,000	11,140,985	-	-
Other Debt	0	11,700,000	-	-	-	-
Rent and Property Income	2,290,790	2,285,190	2,245,190	2,245,190	2,245,190	2,466,015
Reimbursements	226,000	136,000	100,000	100,000	100,000	-
Transfers In	0	-	39,900,000	-	-	-
Total Revenue	37,518,011	43,098,347	56,115,213	14,296,026	3,060,040	3,200,942
Total Resources	70,397,176	92,284,369	99,742,158	32,905,745	12,683,596	5,684,804
Requirements						
Administration						
A00025-Debt Management-RVD	639,372	1,033,098	36,523,319	33,098	33,098	33,098
Administration Total	639,372	1,033,098	36,523,319	33,098	33,098	33,098
Traded Sector						
A00110-Business Development-RVD	50,000	50,000	-	-	-	-
Community Economic Development						
A00084-OT/CT Action Plan-RVD	65,000	65,000	-	-	-	-
Economic Development Total	115,000	115,000	-	-	-	-
Housing						
A00166-Affordable Housing-RVD	4,908,956	7,949,097	6,333,710	5,642,199	2,101,855	-
Housing Total	4,908,956	7,949,097	6,333,710	5,642,199	2,101,855	-
Infrastructure						
Public Facilities						
A00483-Union Station Grant-RVD	2,122,833	200,000	-	-	-	-
Infrastructure Total	2,122,833	200,000	-	-	-	-
Property Redevelopment						
Real Estate						
A00278-4th and Burnside-RVD	18,800	10,000	10,000	10,000	10,000	10,000
A00285-Block Y-RVD	49,045	59,049	59,049	59,049	59,049	69,390
A00286-Union Station-RVD	1,232,334	1,187,792	1,179,930	1,172,854	1,166,486	1,268,268
A00288-Centennial Mills-RVD	104,834	308,657	48,239	48,239	48,239	48,239
A00289-Station Place Lot 5-RVD	655,000	-	-	-	-	-
A00290-Station Place Prkng-RVD	563,527	410,694	405,818	401,430	397,480	337,752
A00291-Block R-RVD	164,800	86,510	11,510	11,510	11,510	1,710
A00292-One Waterfront North-RVD	10,200	8,200	8,200	8,200	8,200	8,200
A00293-Old Fire Station Mgmt-RVD	772,466	367,771	89,594	97,771	97,771	81,771
A00295-Real Estate Mgmt-RVD	0	-	-	-	-	10,250
A00558-RD Small Lots - 9th & Naito-RVD	0	3,000	3,000	3,000	3,000	3,000
Redevelopment Strategy						
A00276-Post Office-RVD	194,034	7,970,000	14,385,000	9,885,000	385,000	385,000
A00279-Broadway Corridor-RVD	728,438	2,095,000	570,000	-	-	-
A00280-10th & Yamhill Redev-RVD	2,000,000	3,000,000	-	-	-	-
A00284-Multnomah County-RVD	0	9,500,000	-	-	-	-
A00517-OT/CT Investment & Parking-RVD	1,000,000	7,000,000	15,675,882	-	-	-
Redevelopment Grants						
A00390-CLG-General-RVD	260,000	100,000	100,000	100,000	-	-
A00497-Prosperity Investment Program (PIP) Grant-RVD	290,000	450,000	450,000	450,000	450,000	-
Property Redevelopment Total	8,043,478	32,556,674	32,996,222	12,247,053	2,636,735	2,223,581
Total Program Expenditures	15,829,639	41,853,869	75,853,251	17,922,350	4,771,688	2,256,679
Personnel Services	792,363	1,058,843	615,487	627,111	636,485	645,647
Total Fund Expenditures	16,622,002	42,912,711	76,468,738	18,549,461	5,408,173	2,902,326
Interfund Transfers - Indirect Charges	4,589,152	5,744,713	4,663,701	4,732,728	4,791,560	2,541,412
Contingency	49,186,022	43,626,945	18,609,719	9,623,556	2,483,863	241,067
Total Fund Requirements	70,397,176	92,284,369	99,742,158	32,905,745	12,683,596	5,684,804

EPA Grant Application - Broadway Corridor Project Community Engagement Spending

Actual as of 1/11/2019

	Cost (\$)	Hours	Burdened Rate	Value
Steering Committee				
Steering Committee Hours		1239	\$50	\$ 61,950.00
Prosper Portland Staff Hours				
June Reyes Hours		2235		
Melissa Olivera Hours		597.5		
Consultant Costs				
Lara Media Services	\$ 162,428.20			
Jahmese Myres, ELP Advisors	\$ 27,279.67			
Randy Blazak (Community Engageme	\$ 900.00			

Estimated until June 30, 2019

	Cost (\$)	Hours		
Steering Committee				
Steering Committee Hours		300	\$50	\$ 15,000.00
Prosper Portland Staff Hours				
June Reyes Hours		700		
Melissa Olivera Hours		180		
Consultant Costs				
Lara Media Services	\$ 40,000.00			
Jahmese Myres, ELP Advisors	\$ 15,600.00			

THRESHOLD CRITERIA RESPONSE
FY2019 Hazardous Substance Brownfield Cleanup Grant Application
Prosper Portland – Former USPS Processing & Distribution Property

1. Applicant Eligibility

Prosper Portland is a “general purpose unit of local government” as that term is defined under 2 Code of Federal Regulations (CFR) 200.64 and therefore meets the applicant eligibility requirements.

Created by Portland voters in 1958, Prosper Portland is City of Portland’s urban renewal and economic development agency. Prosper is headed by an executive director, who reports to a five-member Board of Commissioners appointed by the mayor and approved by Portland City Council.

2. Previously Awarded Cleanup Grants

The proposed Property for this cleanup grant has not received funding from a previously awarded US Environmental Protection Agency (EPA) Brownfields Cleanup Grant.

3. Property Ownership

Prosper Portland is the sole owner of the Property. The title is fee simple. The two tax parcels forming the Property were acquired by Prosper on September 8, 2016.

4. Basic Property Information

- (a) *Name of Site:* Former USPS Portland Processing & Distribution Center
- (b) *Property Address:* 715 NW Hoyt Street, Portland, OR 97208
- (c) *Current Owner:* Prosper Portland
- (d) *If not the current owner, the date you plan to acquire ownership of the Property:* Not applicable

5. Status and History of Contamination at the Property

- (a) *Whether this Property is contaminated by hazardous substances or petroleum:*

Contaminants of concern at the Property include hazardous substances. Prosper Portland is applying for hazardous substance cleanup funding.

Contaminants of concern (COCs) detect in subsurface soils at the Property at concentrations above potentially applicable Oregon Department of Environmental Quality (DEQ) risk-based concentrations (RBCs) include:

- lead, iron, and arsenic;
- ethylbenzene; and
- polynuclear aromatic hydrocarbons (PAHs) including benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, chrysene, dibenzo(a,h)anthracene, indeno(1,2,3-cd)pyrene, and naphthalene.

- (b) *The operational history and current use(s) of the site:*

The eastern area of the Property (9.0-acre tax lot 100) was owned by the Northern Pacific Terminal Company (NPTC, later becoming Portland Terminal Railroad Company or PTRR) from 1882 to 1959. The same entity owned the western portion of the Property (4.4-acre tax lot 200) from 1882 to 1974. NPTC/PTRR used the entire Property for

railyard operations. Rail operations included numerous track lines and, for a brief period of time, a railroad turntable. Rail car repair and cleaning were performed in the west portion of the Property in the 1890s and early 1900s (Coach Cleaning Area), while freight depots operated in the eastern portion of the Property from the 1890s to the late 1950s. A manufactured gas plant (MGP) operated in the northwest corner of the Property from approximately 1893 to the 1930s, producing compressed gas from naphtha-grade oil for the lighting of railroad cars. MGP process equipment included an above-ground gas holder, high-pressure tanks, a tar well, and oil tanks.

USPS purchased the eastern half of the Property in 1959, and subsequently sold it in 1960. The USPS then leased and began operation of a mail processing facility in the eastern portion of the Property in 1962. In 1974 USPS purchased the eastern and western halves of the Property, forming the Property as it is configured today. The mail processing and vehicle maintenance buildings were constructed in 1962. The Property parking structure was constructed in 1987.

Current operations at the Property include only USPS machinery removal and retail post office operations.

(c) *Environmental concerns, if known, at the site:*

Two discrete hot spots of soil contamination have been identified at the Property for which cleanup funding is being sought. They include the former MGP Area, and an area designated as the Utility Vault Area. COCs present at concentrations exceeding hot spot levels include the PAHs benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, and indeno(1,2,3-cd)pyrene.

(d) *How the site became contaminated, and to the extent possible, describe the nature and extent of the contamination:*

Soil Contamination

Metals and PAHs have been detected at elevated concentrations in a number of Property areas. Outside of the northwest Property corner (MGP Area), contamination is present primarily in shallow soil (less than 5 feet below ground surface) and appears to be associated with historical use of the Property as a railyard. Arsenic detections commonly exceed DEQ's default background concentration of 7 milligrams per kilogram (mg/kg), with a maximum of 50.9 mg/kg detected in the northern portion of the Property.

Lead is similarly elevated above background in a number of Property areas with the maximum detected concentration of 3,020 mg/kg in the Coach Cleaning Area, but typically is below DEQ's residential RBC of 400 mg/kg in other areas of the Property. PAHs are notably elevated in the Utility Vault and MGP Areas. Impacts in the former are shallow, but in the latter extend below the top of the water table.

Groundwater Contamination

Groundwater contamination at the Property is confined mainly to the MGP Area and is related to MGP releases. Detected groundwater contaminants in the MGP Area include volatile organic compounds (VOCs) and PAHs. Naphthalene and benzo(a)pyrene were detected to 3,900 and 27.5 ug/L, respectively. Benzene and other VOCs were also detected.

In the Utility Vault Area, low level PAHs (<1 ug/L) were detected in limited groundwater investigation work. Given the apparent absence of deeper soil impacts, groundwater sampling was not performed in the Former Coach Cleaning Area, Parking Garage Area, or the eastern portion of the Property (including beneath the mail processing building).

6. Brownfields Site Definition

Affirm that the Property is:

(a) *Not listed or proposed for listing on the National Priorities List.*

The Property is not currently, nor has it ever been listed or proposed for listing on the National Priorities List.

(b) *Not subject to unilateral administrative orders, court orders, administrative orders on consent, or judicial consent decrees issued to or entered into by parties under CERCLA.*

The Property is not currently, nor has it ever been subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decrees issued to or entered into by parties under CERCLA.

(c) *Not subject to the jurisdiction, custody, or control of the U.S. government.*

The Property is not subject to the jurisdiction, custody, or control of the US government. As negotiated as part of Prosper's purchase agreement with the USPS, Prosper is responsible for providing the USPS space for a retail post office. Until redevelopment of the Property occurs Prosper will lease USPS its existing retail space on the Property.

7. Environmental Assessment Required for Cleanup Grant Proposals

Numerous Property assessment reports have been prepared for the Property. These reports all make progress in adequately determining the nature, extent, and concentration of hazardous substance contamination present in soil and groundwater at the Property. A list of the most comprehensive assessment reports with completion dates is provided below. These reports all meet the ASTM International E1903-11 standard.

Alisto Engineering Group, 2001. *Preliminary Site Assessment, Portland Processing and Distribution Center*. March 8, 2001.

ARCADIS, 2006. Final Remedial Investigation Report, USPS Portland P&DC. April 21, 2006.

GeoEngineers, Inc., 1997. *Report of Limited Subsurface Environmental Assessment, Proposed Utility Construction, USPS P&DC*. January 16, 1997.

The environmental assessment findings from these and other assessment reports are summarized in Section 5d above.

8. Enforcement or Other Actions

No enforcement actions are known or anticipated for the Property. There have been no inquiries, or orders from federal, state or local government entities that the applicant is aware of regarding the responsibility of any party (including the applicant) for the hazardous substances at the Property. There are no environmental liens on the Property.

9. Sites Requiring a Property-Specific Determination

None of the special classes of property that require a property-specific determination in order to be eligible for funding apply to the Property.

10. Threshold Criteria Related to CERCLA/Petroleum Liability

Landowner Liability Protections from CERCLA Liability – Bona Fide Prospective Purchaser Liability Protection

The Property is contaminated with hazardous substances. Prosper Portland affirms that it meets the requirements for asserting the bona fide prospective purchaser liability protection per CERCLA § 101(40) as described below.

- *The owner must have acquired title to a property after January 11, 2002.*

Prosper Portland acquired title to the Property on September 8, 2016.

- *The owner must have conducted all appropriate inquiries (AAI) prior to acquiring the property. AAI, typically met by conducting a Phase I Environmental Site Assessment using the ASTM E1527-13 standard practice, must be conducted or updated within one year prior to the date the property is acquired (i.e., the date on which the entity takes title to the property). In addition, certain aspects of the AAI or Phase I Environmental Site Assessment must be updated, prior to property acquisition, if the activities were conducted more than six months prior to the date of acquisition.*

A Phase I ESA prepared in accordance with ASTM E1527-13 was completed by Hart Crowser, Inc. on behalf of Prosper Portland in August 2016 prior to its acquisition of the Property on September 8, 2016.

- *The owner must not be liable in any way for contamination at the site or affiliated with a responsible party. Affiliations include familial, contractual, financial, or corporate relationships that are the result of a reorganization of a business entity with potential liability.*

Prosper Portland affirms it is not liable in any way for contamination at the Property or affiliated with a responsible party.

- *All disposal of hazardous substances at the site occurred before the person acquired the site.*

Disposal of hazardous substances at the Property occurred prior to its acquisition by Prosper Portland. The source of hazardous substances is believed to be railyard operations that occurred prior to the 1970s.

- *The owner must exercise appropriate care by taking reasonable steps to address releases, including stopping continuing releases and preventing threatened future releases and exposures to hazardous substances on the site.*

There are no continuing releases at the Property. Prosper is preventing threatened future releases and exposures to hazardous substances on the Property by restricting Property operations to machinery removal and a small-scale retail post office operation. Public access to the Property is controlled with security fencing, except for patrons of the retail post office.

- *The owner must comply with any land use restrictions and not impede the effectiveness or integrity of any institutional controls associated with response actions at the site.*

Prosper Portland agrees to:

- Prosper has and will continue to maintain the existing Property cover (paving and buildings over the entire Property), which is serving as an engineering control to prevent exposure to contaminated soil.
- Prohibit use of groundwater for drinking or any other purposes where human contact might occur.

Prosper Portland conducts periodic inspections to ensure the integrity of the Property surface cap, which is mandated by the DEQ as a temporary remedial action measure pending redevelopment of the Property, as detailed in the Record of Decision for the Property issued by the DEQ on July 14, 2010.

- *The owner must provide full cooperation, assistance, and access to authorized persons.*

Prosper agrees to provide full cooperation, assistance, and access to authorized persons.

- *The owner must comply with any CERCLA information requests and administrative subpoenas and provide all legally required notices with respect to the discovery or release of any hazardous substances found at the site.*

Prosper agrees to comply with any CERCLA information requests and administrative subpoenas and provide all legally required notices with respect to the discovery or release of any hazardous substances found at the Property.

- *The owner must not impede performance of a response action or natural resource restoration.*

Prosper has not and will not impede performance of a response action or natural resource restoration.

Demonstration of Meeting the Requirements of the BFPP CERCLA Liability Protections

(a) Information on the Property Acquisition

i) How you acquired or will acquire ownership

Prosper Portland negotiated purchase of the Property from the USPS.

ii) The date you acquired the property

September 8, 2016

iii) The nature of your ownership

The type of ownership is fee simple.

iv) The name and identity of the party from whom you acquired ownership

USPS

- v) *All familial, contractual, corporate, or financial relationships or affiliations you have or had with all prior owners or operators (or other potentially responsible parties) of the property (including the person or entity from which you acquired the property)*

Prosper Portland has no familial, contractual, corporate or financial relationships or affiliations with any prior owner or operator of the Property, or any potentially responsible parties with one exception: Prosper has leased the Property to USPS since acquiring it.

(b) *Pre-Purchase Inquiry*

- i) *The types of site assessments performed (e.g., ASTM Phase I), the dates of each assessment, and the entity for which they were performed*

A Phase I ESA prepared in accordance with ASTM E1527-13 was completed by Hart Crowser, Inc. on behalf of Prosper Portland on August 16, 2016.

- ii) *Who performed the AAI investigation or Phase I environmental site assessments and identify his/her qualifications to perform such work*

As stated in the Hart Crowser Phase I ESA, personnel involved in its preparation have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the Property, and have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

- iii) *If your original AAI investigation or Phase I environmental site assessment was conducted more than 180 days prior to the date you acquired the property, affirm that you conducted the appropriate updates in the original assessment within 180 days prior to your acquisition of the property in order to take advantage of the bona fide prospective purchaser, innocent landowner, or contiguous property owner provision.*

Not applicable. A Phase I ESA was conducted within 180 days of Property acquisition.

(c) *Timing and/or Contribution Toward Hazardous Substances Disposal*

Disposal of all hazardous substances at the Property for which cleanup funding is being sought occurred before Prosper Portland acquired the Property and before the USPS acquired the Property. Hazardous substance disposal for which cleanup funding is being sought is believed to have occurred during railyard operations that preceded USPS ownership and operations.

Prosper Portland did not cause or contribute to any release of hazardous substances at the Property. Additionally, Prosper Portland affirms it has not, at any time, arranged for the disposal of hazardous substances at the Property or transported hazardous substances to the Property.

(d) *Post-Acquisition Uses*

Since its acquisition of the Property, Prosper has leased it to the USPS. For a period of approximately 22 months (until June 2018) following Prosper's acquisition of the Property, full-scale USPS operations continued, and included retail post office, mail processing, and fleet parking, maintenance and fueling operations. USPS moved all operations to its new Portland facility in June 2018. Since that time, USPS operations

have included only retail post office operations and dismantling of machinery, and shipment of the machinery off-Property. The current Prosper/USPS lease ends February 1, 2019, at which time the only continuing USPS operation will be a retail post office. Other than its lease with USPS, Prosper Portland has no familial, corporate, contractual or financial relationships or affiliations with USPS.

(e) Continuing Obligations

i) *Stop any continuing releases:*

Prosper Portland has no knowledge of continuing releases during its period of Property ownership.

ii) *Prevent any threatened future releases:*

Prosper Portland's lease agreement with the USPS required that the Property UST system be operated in accordance with all state and federal regulations, including the operation of a leak detection system. UST system operations were discontinued in June 2018. None of the funding being sought with this application will be used for activities associated with the UST system.

iii) *Prevent or limit exposure to any previously released hazardous substance:*

Prosper Portland's lease agreement with the USPS requires that USPS:

- Maintain the existing Property cover (paving and buildings over the entire Property) as a cap.
- Prevent unacceptable occupational worker exposure by maintaining existing limited use in the portions of the MGP and Utility Vault Areas.
- Use engineering and institutional controls (personal protective equipment as necessary and USPS ongoing limitations on property access) to prevent unacceptable exposure of excavation workers to contaminated soils and groundwater.
- Prohibit use of groundwater for drinking or any other purposes where human contact might occur.

Prosper Portland conducts periodic inspections to ensure that USPS complies with these lease requirements, which are mandated by the DEQ as part of remedial actions under an "existing site use" land use scenario, as detailed in the Record of Decision for the Property issued by the DEQ on July 14, 2010.

Prosper Portland is committed to 1) complying with all land-use restrictions and institutional controls; 2) assisting and cooperating with those performing the cleanup and to provide access to the Property; 3) complying with all information requests and administrative subpoenas that have or may be issued in connection with the Property; and 4) providing all legally required notices.

11. Cleanup Authority and Oversight Structure

(a) Describe how you will oversee the cleanup at the site

Prosper Portland's environmental coordinator Colin Polk will manage all cleanup work at the Property. Mr. Polk has 19 years of experience conducting environmental cleanup projects.

Prosper Portland has executed a DEQ Voluntary Cleanup Program Agreement for the Property, and thereby will receive oversight of all cleanup activities from the DEQ. Dan Hafley is the DEQ Project Manager for the Property.

Prosper Portland will procure a cleanup contractor to implement Property hot spot soil remediation, and the cleanup contractor will be selected in accordance with the competitive procurement provisions of 2 CFR 200.317 through 200.326

(b) Impact of cleanup response activities on neighboring properties

Access to neighboring properties will not be required because remedial actions will be performed wholly within Property boundaries.

12. Community Notification

Prosper provided the community with notice of its intent to apply for an EPA Brownfield Cleanup Grant and allowed the community an opportunity to comment on the draft grant application package, including the draft Analysis of Brownfield Cleanup Alternatives (ABCA) prepared for the Property. Community notification details are provided below.

(a) Draft Analysis of Brownfield Cleanup Alternatives

A draft ABCA summarizing information about 1) the Property and contamination issues, cleanup standards, and applicable laws, 2) the cleanup alternatives considered (for each alternative and the alternative chosen include information on the effectiveness, the ability of the applicant to implement, the resilience to address potential adverse impacts caused by extreme weather events, the cost, and an analysis of the reasonableness), and 3) the proposed cleanup was prepared. A copy of the draft ABCA is provided in Attachment 1.

(b) Community Notification Ad

A community notification ad was published in the Daily Journal of Commerce on January 9, 2019. The ad indicated the following:

- that a copy of this grant proposal, including the draft ABCA(s), was available for public review and comment;
- how to comment on the draft proposal;
- where the draft proposal was located; and
- the date and time of the public meeting.

A copy of the ad is provided in Attachment 2.

(c) Public Meeting

Prosper Portland held a public meeting to discuss the draft proposal and consider public comments on January 17, 2019. Required meeting materials are provided in Attachment 3.

(d) Submission of Community Notification Documents

Community notification documents are provided as indicated below.

Draft ABCA – Attachment 1.

Notification Ad – Attachment 2.

Public Meeting Materials – Attachment 3.

13. Statutory Cost Share

- (a) *Demonstrate how you will meet the required cost share, including the sources of the funding or services, as required for this cleanup grant.*

As Prosper Portland is seeking \$500,000 in EPA cleanup funding, a \$100,000 cost share (20%) is required. This cost share will be met through monetary funding provided by Prosper to complete all asbestos abatement activities not covered by EPA funding (estimated to be \$1,963,600).

- (b) *If you are requesting a hardship waiver of the cost share, provide an explanation for the basis of your request as part of your proposal*

Proper Portland is not requesting a hardship cost share waiver.

COMMUNITY NOTIFICATION DOCUMENTS - ATTACHMENT 1

DRAFT ABCA

**ANALYSIS OF BROWNFIELD
CLEANUP ALTERNATIVES – SOIL
HOT SPOTS & ASBESTOS
ABATEMENT
United States Postal Service
Processing & Distribution
Center**

**715 NW Hoyt Street
Portland, Oregon 97209
(ECSI #2183)**



Prepared for:
Prosper Portland
222 NW 5th Avenue
Portland, Oregon 97209

Prepared by:
Stantec Consulting Services Inc.
9400 SW Barnes Rd., Suite 200
Portland, OR 97225

January 11, 2019

Sign-off Sheet

This document entitled ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT United States Postal Service Processing & Distribution Center was prepared by Stantec Consulting Services Inc. ("Stantec") for the account of Prosper Portland (the "Client"). Any reliance on this document by any third party is strictly prohibited without the written consent of Stantec, which may be granted at Stantec's sole discretion. The material in it reflects Stantec's professional judgment in light of the scope, schedule and other limitations stated in the document and in the contract between Stantec and the Client. The opinions in the document are based on conditions and information existing at the time the document was published and do not take into account any subsequent changes. In preparing the document, Stantec did not verify information supplied to it by others. Any third-party use of this document is wholly the responsibility of such third party. Any reliance granted to a third party will require the use and acceptance of Stantec's form of reliance letter.

Prepared by _____
(signature)

Leonard Farr Jr., RG

Reviewed by _____
(signature)

Carrie Rackey, CHMM

Reviewed by _____
(signature)

Patrick Vaughan, CEM

Table of Contents

ABBREVIATIONS	IV
1.0 INTRODUCTION	1.1
1.1 PROPERTY LOCATION	1.2
1.2 PROPERTY HISTORY.....	1.2
1.3 PRIOR ENVIRONMENTAL INVESTIGATIONS	1.3
1.3.1 Investigation Under DEQ UST (LUST #26-92-0068) and Voluntary Cleanup (ECSI #2183) Programs	1.3
1.3.2 Independent Investigations Reported to DEQ.....	1.5
1.3.3 Investigations Governed by DEQ/USPS Intergovernmental Agreement	1.6
1.3.4 Investigations Performed with DEQ Oversight	1.7
1.3.5 2018 Pre-Demolition Hazardous Building Materials Survey Report.....	1.9
1.4 PROSPECTIVE PURCHASER AGREEMENT (PPA).....	1.10
1.5 REQUIRED REMEDIAL ACTION	1.10
1.5.1 Existing Site Use.....	1.10
1.5.2 Hypothetical Future Site Use	1.11
1.6 REDEVELOPMENT PLAN	1.12
2.0 REMEDIAL ACTION TEAM ORGANIZATION AND RESPONSIBILITIES	2.13
3.0 APPLICABLE REGULATIONS AND CLEANUP STANDARDS	3.13
3.1 POTENTIALLY APPLICABLE CLEANUP STANDARDS.....	3.13
3.2 LAWS AND REGULATIONS APPLICABLE TO THE HOT SPOT CLEANUP	3.14
4.0 EVALUATION OF REMEDIAL ACTION ALTERNATIVES	4.16
4.1 REMEDIAL ACTION ALTERNATIVES CONSIDERED.....	4.16
4.1.1 Alternative 1 - No Action	4.16
4.1.2 Alternative 2 - Removal Action using 100X Urban Residential (0- 15 feet bgs) RBCs for Carcinogens as Cleanup Standards.....	4.16
4.1.3 Alternative 3 - Removal Action using 100X Urban Residential RBC for Carcinogens (0-3 feet bgs) and Construction Worker (3-15 feet bgs) RBCs for Carcinogens as Cleanup Standards.....	4.16
4.1.4 Alternative 4 - Removal Action using 100X Dense Urban Residential (0-3 feet bgs) and Construction Worker (3-15 feet bgs) RBCs for Carcinogens as Cleanup Standards	4.17
4.2 REMEDIAL ACTION ALTERNATIVE EVALUATION	4.17
4.2.1 Effectiveness.....	4.17
4.2.2 Long-Term Reliability.....	4.19
4.2.3 Implementability.....	4.19
4.2.4 Implementation Risk.....	4.20
4.2.5 Cost	4.20
4.3 RECOMMENDED REMEDIAL ACTION ALTERNATIVE	4.21
5.0 REFERENCES	5.1

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS
United States Postal Service Processing & Distribution Center
715 NW Hoyt Street, Portland, Oregon

LIST OF TABLES

TABLE 1	POTENTIALLY APPLICABLE COC HOT SPOT CLEANUP STANDARDS
TABLE 2	SOIL HOT SPOT REMEDIAL ALTERNATIVE SCREENING
TABLE 3	ROM COST ESTIMATES - SOIL HOT SPOT CLEANUP ALTERNATIVES

LIST OF FIGURES

FIGURE 1	PROPERTY LOCATION MAP
FIGURE 2	PROPERTY MAP
FIGURE 3	PREFERRED PROPERTY LAYOUT FROM BROADWAY CORRIDOR FRAMEWORK PLAN

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS
United States Postal Service Processing & Distribution Center
715 NW Hoyt Street, Portland, Oregon

Abbreviations

ABCA	Analysis of Brownfield Cleanup Alternatives
bgs	Below Ground Surface
BTEX	Benzene, Toluene, Ethylbenzene, Xylenes
CMMP	Contaminated Media Management Plan
COC	Contaminant of Concern
cPAH	Carcinogenic Polynuclear Aromatic Hydrocarbon
DEQ	Oregon Department of Environmental Quality
ECSI	Environmental Cleanup Site Information
EES	Easement and Equitable Servitude
EPA	United States Environmental Protection Agency
EWEB	Eugene Water & Electric Board
µg/L	Microgram Per Liter
mg/kg	Milligram Per Kilogram
mg/L	Milligram Per Liter
MGP	Pintsch Manufactured Gas Plant
NFA	No Further Action
OAR	Oregon Administrative Rules
PAH	Polynuclear Aromatic Hydrocarbon
P&DC	Processing and Distribution Center
Prosper	Prosper Portland
Property	715 NW Hoyt Street, Portland, Oregon
RBC	Risk-based Concentration
ROD	Record of Decision
ROM	Rough Order of Magnitude
Stantec	Stantec Consulting Services Inc.
TGA	Troutdale Gravel Aquifer
TPH	Total Petroleum Hydrocarbons
USPS	United States Postal Service
UST	Underground Storage Tank
VMF	Vehicle Maintenance Facility
VOC	Volatile Organic Compound

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION
January 11, 2019

1.0 INTRODUCTION

This Analysis of Brownfield Cleanup Alternatives (ABCA) has been prepared by Stantec Consulting Services Inc. (Stantec) for the United States Postal Service (USPS) Processing & Distribution Center (P&DC) property (Property). The Property is an approximately 13.4-acre site located at 715 NW Hoyt Street, Portland, Multnomah County, Oregon, in Section 34, Township 1 North, Range 1 East, of the Willamette Baseline and Meridian, as depicted on **Figure 1**.

The anticipated transition from current USPS use to a future condition of redevelopment will involve several phases. The current phase (“Lease-Back”) includes Prosper Portland (Prosper) acquisition of title to the Property (occurred on September 8, 2016), followed by lease-back of the Property to the USPS while a replacement P&DC facility is constructed. The second phase is “Pre-Construction”, which will include activities intended to prepare the Property for redevelopment. The third phase is “Redevelopment” of the Property.

The second phase of the Property transition to Redevelopment is Pre-Construction. Pre-Construction activity is intended to make the Property more attractive to prospective developers. One activity planned for execution during Pre-Construction is removal of highly concentrated soil contamination (aka “hot spots”). The purpose of this ABCA is to outline soil hot spot cleanup alternatives and to inform selection by DEQ of a hot spot remedy based on a systematic evaluation of the alternatives. Each alternative is evaluated using the following factors: 1) effectiveness, 2) long-term reliability, 3) implementability, 4) implementation risk, and 5) cost. This ABCA was completed in general accordance with United States Environmental Protection Agency (EPA) guidelines for conducting removal actions (National Contingency Plan 300.415[a][4][i]) and Oregon Department of Environmental Quality (DEQ) removal authority (Oregon Administrative Rules [OAR] 340-122-0040). The recommended remedy will be implemented upon: 1) EPA and DEQ approval of the ABCA, and 2) DEQ approval of a detailed work plan describing implementation of the chosen hot spot remedial alternative. At a minimum, the hot spot removal action work plan, will include a description of:

- Soil excavation, management (including storage as necessary), transport, and disposal methods that will be utilized;
- The approximate area and volume of hot spot soils anticipated to be removed;
- Cleanup levels for each hazardous substance present in soil above hot spot levels to be removed; and
- Confirmation soil sample collection and laboratory testing methods.



ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION
January 11, 2019

1.1 PROPERTY LOCATION

The Property is an approximately 13.4-acre, roughly rectangular-shaped parcel located within the Pearl District in downtown Portland, Oregon. The Property is comprised of tax lots 100 and 200 on Multnomah County tax map 1N 1E 34BC. The Property is bounded by the Lovejoy Street Ramp to the Broadway Bridge to the north, by the NW Broadway Ramp to the Broadway Bridge to the east, NW Hoyt Street to the south, and NW 9th Avenue to the west.

The USPS P&DC processes all outgoing mail for the state of Oregon, and includes a 398,000-square-foot P&DC Building, a 10,025-square-foot Vehicle Maintenance Facility (VMF), a 157,400-square-foot multi-story parking structure, and surface parking and maneuvering areas for postal vehicles (**Figure 2**). The entire Property is covered by either structures or paving, with the exception of a few small landscaped areas along the southern Property boundary adjacent to NW Hoyt Street and NW 9th Avenue. Public access is restricted to all portions of the Property except the post office situated at the south end of the P&DC building along NW Hoyt Street.

The Property is zoned EXd (Central Employment), as is property to the immediate north and west. Property to the immediate east and south is zoned CXd (Commercial). Both the EXd and CXd zoning designations allow residential development. The nearest surface water body is the Willamette River, located at its closest approximately 700 feet to the northeast of the Property (**Figure 1**).

1.2 PROPERTY HISTORY

The eastern area of the Property (9.0-acre tax lot 100) was owned by the Northern Pacific Terminal Company (pre-1882), later becoming Portland Terminal Railroad Company (1882 to 1959). The same entity (Portland Terminal Railroad Company) owned the western portion of the Property (4.4-acre tax lot 200) from 1882 to 1974. The railroad used the entire Property for railyard operations. Rail operations included numerous track lines and, for a brief period of time, a railroad turntable. Rail car repair and cleaning were performed along the west side of the Property in the 1890s and early 1900s (Coach Cleaning Area), while freight depots operated in the eastern portion of the Property from the 1890s to later 1950s. A Pintsch Manufactured Gas Plant (MGP) operated in the northwest corner of the Property from approximately 1893 to the 1930s, producing compressed gas from naphtha-grade oil for the lighting of railroad cars. MGP process equipment included retorts, an above-ground gas holder, high-pressure tanks, a tar well, and oil tanks. No definitive information has been found regarding operations and waste disposal practices at the former MGP.

USPS purchased the eastern half of the Property in 1959, and subsequently sold it to? in 1960. The USPS then leased and began operation of the mail processing center (P&DC) on the eastern

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION
January 11, 2019

portion of the Property in 1962. In 1974, USPS purchased the eastern and western halves of the Property, forming the Property as it is configured today (**Figure 2**). The P&DC and Vehicle Maintenance Facility (VMF) buildings were constructed in 1962, and the parking structure in 1987.

1.3 PRIOR ENVIRONMENTAL INVESTIGATIONS

A number of phases of environmental investigation and cleanup have been performed to date at the Property, largely focused on the following areas associated with hazardous substances from historical (railroad) operations:

- Former MGP;
- Former Coach Cleaning;
- Electrical Utility Vault; and
- Storm Sewers.

USPS also has conducted underground storage tank (UST) investigations related to its operations at the Property in the vicinity of the VMF, and supplemental assessment activities in the Northeast Corner Area. Investigation work completed under DEQ UST and Voluntary Cleanup Programs is discussed in subsection 1.3.1, investigation work performed independently of DEQ is discussed in subsection 1.3.2, and work performed under an Intergovernmental Agreement between USPS and DEQ in subsection 1.3.3.

1.3.1 Investigation Under DEQ UST (LUST #26-92-0068) and Voluntary Cleanup (ECSI #2183) Programs

VMF and South Side of P&DC Building. Six USTs used by the USPS to store diesel, gasoline, waste oil, and heating oil were decommissioned by removal in 1992 and 1993. Five USTs were located at the USPS VMF, and one was located on the south side of the P&DC Building. Contamination was detected in both areas, and soil remediation was completed. DEQ's Northwest Region UST program issued a no further action (NFA) determination for the UST decommissioning activities on June 13, 1997, but noted that some pockets of elevated petroleum contamination were left in both areas because of inaccessibility. Elements of these UST activities are discussed below.

1993 UST Decommissioning Report Review & Soil Investigation. This report, prepared by Dames & Moore, presents the results of soil boring and test pit work that was completed at the VMF in the course of decommissioning five USTs: a 300-gallon waste oil UST; a 1,000-gallon and two 5,000-gallon diesel USTs; and a 10,000-gallon gasoline UST. Hand auger borings (B1 through B18, and EX-1) were advanced to a maximum of 4 feet below ground surface (bgs), with one to two soil samples from each analyzed for total petroleum hydrocarbons (TPH). Three deeper test pits were

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION

January 11, 2019

dug south of the VMF, and selected soil samples were analyzed for TPH. In the hand auger samples, TPH (diesel and/or heavy oil) was detected at a number of locations to a maximum concentration of 71,000 milligrams per kilogram (mg/kg)). Deeper test pit samples were generally non-detect.

1994 UST Decommissioning & Soil Investigation Report. A 25,000-gallon Bunker C UST located immediately south of the existing P&DC Building was decommissioned in 1993. In the course of removal, contamination was observed in the area of the product line, which had been hit during shoring activities. Soil was not observed to be visibly contaminated in the UST excavation. Numerous soil samples were collected during decommissioning of the UST. Results from investigation and confirmatory sampling are documented in *Geotechnical Investigation, 25,000 Gallon UST Removal* (June 8, 1993) and *UST Decommissioning & Soil Investigation Report* (February 10, 1994) prepared by Dames & Moore. Impacted soil was removed from this location, and transported offsite for disposal. A pocket of residual contamination (up to 770 mg/kg diesel) was left in place next to the P&DC Building foundation as noted in DEQ's June 13, 1997 NFA letter for the UST removal. A monitoring well was installed in 1993 by Dames & Moore near the southeast corner of the garage associated with the UST decommissioning at this location. Groundwater was analyzed for benzene, toluene, ethylbenzene, and xylenes (BTEX). No BTEX was detected in groundwater.

2001 Preliminary Assessment Report. Alisto Engineering Group completed a Preliminary Site Assessment for the Property dated March 8, 2001. Work included the advancement of borings to a maximum of 32 feet bgs at nine locations in the northwest corner of the Property (MGP Area), and the collection of deeper soil samples (8 to 32 feet bgs) and shallow groundwater samples from the same areas. Soil samples were analyzed for TPH, BTEX, polynuclear aromatic hydrocarbons (PAHs), and metals, while grab groundwater samples from boreholes were analyzed for TPH and BTEX. Three monitoring wells (MW-1 to MW-3) were subsequently installed and sampled in August 2000. Sample results are discussed below in subsection 1.3.3.

2006 Northeast Corner Area. Arcadis conducted a supplemental investigation in the Northeast Corner Area of the Property in September 2006. Low levels of diesel-range and heavy oil-range petroleum hydrocarbons (270 mg/kg and 2,000 mg/kg, respectively) were detected at one location in the surface sample collected from EH-6. Petroleum was not detected in the other three samples in the Northeast Corner Area. The concentrations detected at EH-6 were significantly below DEQ's risk-based levels of concern. Lack of field evidence of contamination, discussions with the laboratory, and a review of the gas chromatogram for Sample EH-6 indicates that the low petroleum hydrocarbon detections are likely due to a mixture of heavy oil and asphalt or coal particles being present in the soil sample. Soil borings completed for this investigation show that appreciable petroleum hydrocarbon impacts do not extend south and/or west of boreholes EH-3, EH-4, and EH-5 completed for the Remedial Investigation.

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION
January 11, 2019

1.3.2 Independent Investigations Reported to DEQ

1987 Parking Garage Geotechnical Investigation. Geotechnical borings (B-1 and B-2 and CC-1 to CC-4) were completed in 1986 and 1987 in association with construction of the Parking Garage. It appears from DEQ records that the 1986 work was completed by Cornforth Consultants and the 1987 work by Geotechnical Resources. Borings were advanced to 45 feet bgs. No visual evidence of contamination was noted. No samples were submitted for laboratory analysis.

1993 Geotechnical Investigation. In association with decommissioning of the 25,000-gallon Bunker C UST located south of the P&DC Building, one soil and one groundwater sample were collected near the UST. No petroleum hydrocarbons were detected in the samples.

1996/1997 Limited Subsurface Environmental Assessment, Proposed Utility Construction. In preparation for utility construction west of the P&DC Building, shallow soil samples were collected from three of four soil borings (B-1 through B-4). In addition, a groundwater sample was collected in late 1996 from monitoring well MW-A. Soil samples were analyzed for TPH, PAHs, and total metals. The groundwater sample was analyzed for TPH, PAHs, and BTEX. The well was resampled in November 1997. There were no analyte detections in either groundwater sample with the exception of fluoranthene at a concentration of <1 microgram per liter ($\mu\text{g/L}$) in the 1996 groundwater sample, and dissolved lead at a concentration of 1.5 $\mu\text{g/L}$ in the 1997 groundwater sample.

1997 Work Plan, Excavation Monitoring and Oversight. Data collected during excavation of the utility trench discussed above were included in the GeoEngineers *Work Plan, Excavation Monitoring and Oversight* (May 16, 1997). A composite sample (SS-1/SS-2) collected from stockpiled soil from the utility trench contained diesel and heavy oil concentrations up to 5,170 mg/kg and 3,880 mg/kg, respectively. Individual PAH concentrations up to 292 mg/kg also were detected in the composite sample. A soil sample collected from the utility trench following excavation (TS-1) had reduced levels of hazardous substances. Soil Sample USPS-1 contained elevated levels of hazardous substances.

1997 Report of Excavation Observation and Monitoring. The GeoEngineers report contained confirmatory sampling data from five shallow utility trenches that were excavated to facilitate utility construction. Confirmatory samples were collected from depths varying from 1.5 to 13 feet bgs, and analyzed for TPH, metals, volatile organic compounds (VOCs), and PAHs. Elevated TPH, metals (arsenic and lead), and PAHs were detected. At location USPS-T#5-2 (3.5 feet bgs), diesel and heavy oil were detected at 175,000 mg/kg and 128,000 mg/kg respectively. Benzo(a)pyrene and naphthalene were detected at 73.1 mg/kg and 246 mg/kg, respectively.

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION

January 11, 2019

2000/2001 Natural Gas Line. Soil sampling was completed in 2000 and 2001 in conjunction with rerouting of a natural gas line situated along the east side of the Property and in NW Broadway Street. TPH, PAHs, and metals were detected in the soil samples collected.

1.3.3 Investigations Governed by DEQ/USPS Intergovernmental Agreement

MGP Area. Investigation of the former MGP Area located in the northwest Property corner was initiated in 2000. Initial work focused on soil sampling, and VOCs, PAHs, and TPH were detected. Three shallow groundwater wells (MW-1 to MW-3) were subsequently installed by Alisto and monitored between 2000 and 2003. Contaminants detected in soil and groundwater included primarily petroleum hydrocarbons, VOCs, and PAHs that are likely attributable to MGP operations and historical railyard activities in the area. Impacts to groundwater were primarily located in the vicinity of MW-3.

Petroleum hydrocarbons and VOCs were not detected in MW-1 or MW-2, located south (upgradient) and east (side-gradient) of the MGP footprint. PAHs were detected in both wells at concentrations of less than 1 µg/L. At MW-3, located within the footprint of the MGP, maximum detections of diesel, heavy oil, naphthalene, and benzene were 13,000 µg/L, 3,920 µg/L, 3,900 µg/L, and 1,020 µg/L, respectively. Monitoring of MW-1 and MW-2 was discontinued in 2003 based on a lack of significant detections. Monitoring of MW-3 was discontinued in 2005 when DEQ determined that groundwater impacts had been adequately delineated.

In 2004, 12 borings (P-3, P-6, and P-9; PP-1 through PP-7, and SS-2 and SS-3) were advanced in the MGP Area. Samples were collected at depths ranging from 3 to 90 feet bgs. Most borings were advanced for collection of shallow soil samples to assess near-surface impacts in the MGP Area to augment the deeper investigation completed in 2001. Boring PP-6 was advanced to the top of the Troutdale Gravel Aquifer (TGA) to determine the depth (elevation) of the TGA on the Property. Borings SS-2 and -3 were advanced to 32 feet bgs to evaluate contaminant conditions in the vicinity of the former (abandoned) Tanner Creek Sewer located west of the Property below NW 9th Avenue. Analysis included BTEX, VOCs, PAHs, and petroleum hydrocarbons.

Petroleum hydrocarbons, particularly PAHs, were commonly detected, with the highest concentrations found in deeper unsaturated soil and extending into the top of the water table (7 to 16 feet bgs). The presence of elevated contamination at depth was surmised to be from fill placed on the Property following MGP and railroad activities.

At the presumed location of the former MGP "tar well", a boring was advanced to the top of the TGA at approximately 90 feet bgs, and samples collected from multiple intervals for analysis. Hazardous substances typical of historical MGP and railyard activities were observed in soil and groundwater, but attenuated with depth. Non-aqueous phase liquid was not observed in the TGA. A monitoring well (TGA-1) was subsequently installed near this location, and groundwater

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION

January 11, 2019

samples collected from December 2004 through September 2005. Petroleum hydrocarbons, benzene, and naphthalene were detected up to 0.78 milligrams per liter (mg/L), 1.72 µg/L, and 2.27 µg/L, respectively. Based on a lack of significant impacts, USPS requested and received DEQ approval to discontinue sampling of TGA-1.

1.3.4 Investigations Performed with DEQ Oversight

Storm Sewer. Investigation at the Union Station-Horse Barn site and within NW Lovejoy Street during construction of the new ramp in 2003 identified petroleum hydrocarbon, VOC, and PAH contamination in soil and shallow groundwater along the eastern margin of NW 9th Avenue. MGP wastes are considered the likely source of this contamination. Subsequent video survey of the sewer and sampling of stormwater within a 27-inch sewer beneath NW Lovejoy in the mid-2000s identified MGP waste (benzene, naphthalene, and other PAHs) within the sewer, but at low levels that did not exceed risk-based screening values at sample collection points (manholes) downstream of the Station Place site. Water quality samples were collected during both low and high stormwater flow conditions.

To evaluate conditions in the northwestern area of the Property and in the vicinity of the former (abandoned) Tanner Creek Sewer, two borings (SS-2 and SS-3) were advanced as close to the sewer line as possible at DEQ's request in 2004. Soil samples were collected from depths between 16 and 32 feet bgs and analyzed for BTEX, VOCs, PAHs, petroleum hydrocarbons, and metals. Petroleum hydrocarbons (up to 1,380 mg/kg), PAHs, and VOCs (excluding benzene and others) were detected, indicating that MGP contamination extends off of the Property and beneath NW Lovejoy Street. Groundwater adjacent to the sewer was similarly impacted.

During construction of the new Lovejoy Ramp in the early 2000s, an unknown petroleum product was observed by DEQ seeping from shallow soil in an excavation sidewall. DEQ recalls that the seepage was observed near the northwest corner of the VMF. In contrast, the City indicated that seeps were observed near the northwest corner of the Property and not near the VMF (City of Portland, 2004 as cited in ARCADIS, 2006). The City of Portland noted that the seep was encountered during installation of a light pole adjacent to the Station Place property on the north side of vacated NW Lovejoy Street. According to DEQ staff, the area of seepage was subsequently covered and the source of the contamination not identified.

Contamination from past releases from the Property historically migrated to adjacent properties, generally to the north and west of the northwest corner of the Property. Contamination associated with past MGP releases has been identified within the abandoned Tanner Creek Sewer located below NW 9th Avenue (north of NW Irving Street and extending north towards the Willamette River). DEQ determined in the Record of Decision (ROD) that additional off-site investigation of MGP-related releases was not warranted by the owner of the Property,

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION

January 11, 2019

anticipating completion of this work by former Property owner Portland Terminal Railroad (which was the Property owner during MGP operations). A 2015 *Abandoned Tanner Creek Sewer and 9th and Lovejoy Street Investigation Summary Report* prepared on the behalf of Portland Terminal Railroad was reviewed by DEQ. DEQ noted that impacts from the former MGP operations may extend north to the Centennial Mills property located adjacent to the Willamette River. DEQ will work with Portland Terminal Railroad to evaluate the need for remedial action.

Electrical Utility Vault. Subsurface petroleum contamination was encountered in 1996 during geotechnical drilling associated with an electrical utility vault expansion west of the P&DC Building. Near-surface soil was visually impacted, and subsequent laboratory analysis identified petroleum hydrocarbons, VOCs, PAHs, and lead in the soil. Impacted soil was excavated and transported offsite for disposal at the Hillsboro Subtitle D Landfill. A monitoring well (MW-A) was installed in the impacted area in 1996 by GeoEngineers and groundwater samples were collected during low and high water conditions; the well was again sampled in October 2004. Significant groundwater impacts were not detected.

During subsequent investigations completed by Arcadis in 2004, additional borings (UV-1 through UV-8) were advanced, generally to 15 feet bgs, to further delineate contamination in the area. One boring (UV-8) was advanced to 30 feet bgs and a temporary shallow groundwater monitoring point was constructed. Soil and groundwater samples from the boring and well (UV-8 and MW-A) were analyzed for BTEX, PAHs, and petroleum hydrocarbons. Elevated contaminants including PAHs were detected in soil. Two PAHs were detected in groundwater in the UV-8 boring; none were detected in monitoring well MW-A.

Coach Cleaning Area. According to Sanborn Fire Insurance Maps and other sources, the cleaning of railroad passenger (coach) cars historically was performed in the west-central portion of the Property. To evaluate environmental conditions in this area, seven borings (CC-1 to CC-7) were advanced to 15 feet bgs in this area in 2004, and two samples (surface and subsurface) at each location were collected and analyzed for VOCs, petroleum hydrocarbons, PAHs, and metals. Organic contaminants generally were detected at low concentrations, or were absent above their respective laboratory reporting limits. Arsenic and lead concentrations in soil were notably elevated. Detected arsenic ranged from 22 mg/kg to 48 mg/kg, and lead from 244 mg/kg to 1,080 mg/kg. In 2006, three additional borings (CC-8 to CC-10) were advanced in the area. Elevated lead and arsenic were detected up to 3,020 mg/kg and 50.9 mg/kg, respectively.

Parking Garage. As part of the 2004 remedial investigation conducted on behalf of the USPS by ARCADIS, shallow and deeper soil samples were collected from a boring located immediately south of the Parking Garage on the Property (EH-1) in 2004 and analyzed for petroleum

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION

January 11, 2019

hydrocarbons, VOCs and PAHs. Soil samples were not analyzed for metals. Low levels of a few PAHs were detected.

Northeast Corner. Sampling was completed in the northeast corner of the Property in 2004. Soil samples were collected (surface and at depth) at three locations (EH-3 through EH-5), with notable detections of petroleum hydrocarbons at EH-3. Soil samples were not analyzed for metals. Soil samples were later collected at two additional locations (EH-6 and EH-7). Petroleum hydrocarbons were detected at 2,000 mg/kg at one location (EH-6), and arsenic at both (to 17.2 mg/kg).

1.3.5 2018 Pre-Demolition Hazardous Building Materials Survey Report

PBS Engineering + Environmental (PBS) performed a pre-demolition hazardous materials survey of accessible building areas in July 2018. The purpose of the survey was to locate, identify, and quantify accessible friable and non-friable hazardous building materials for removal prior to demolition. PBS previously surveyed this site in 1995/1996 and 2008 and presented the survey results in Asbestos Survey Reports dated January 1996 and April 2008. PBS utilized the 2008 report to verify the asbestos-containing materials already identified on site and to update the asbestos-containing materials list with any new materials observed during this survey. PBS' focus was on asbestos containing building materials (ACM), lead-containing paint (LCP or lead-based paint [LBP]), mercury-containing light tubes and polychlorinated biphenyls (PCB) light ballasts.

The following hazardous materials and quantities were identified:

ACM

- 12" X 12" Floor Tile and Mastic – 11,272 square feet
- 9" X 9" Floor Tile and Mastic – 243,508 square feet
- Black Wall Tar – 5,000 square feet
- Duct Felt Tape – 155,588 linear feet
- Gasket Material - 2
- Insulating Wrap – 2 linear feet
- Pipe Joint Insulation – 2,300 hard fittings
- Sealant – 10,000 linear feet
- Fire Doors – 150
- Window Glazing – 20 windows

LCP

- Both exterior and interior painted surfaces were determined to the lead-based paint.

Mercury Light Tubes

- 10,868 fluorescent light tubes were observed

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION
January 11, 2019

1.4 PROSPECTIVE PURCHASER AGREEMENT (PPA)

On September 8, 2016, a Consent Judgement was recorded (Document No. 2016-112772) in Multnomah County, Oregon between the Oregon Department of Environmental Quality (DEQ) and the Portland Development Commission (now Prosper). The mutual objectives of the Consent Judgement were to: (a) to protect public health, safety, and welfare and the environment in accordance with ORS 465.200 through 465.410, and regulations promulgated thereto; (b) to facilitate productive reuse of property; and, (c) to provide PDC with protection from potential liabilities in accordance with applicable law.

The Consent Judgement included Exhibit C, Scope of Work (SOW) for activities to be performed during the different phases of Property use (e.g., Lease-Back, Pre-Construction and Redevelopment); and, Attachment A1 to Scope of Work, the Master Remedial Action Work Plan (MRAP). The MRAP forms the basis for all remedial actions including those proposed as part of this ABCA evaluation.

1.5 REQUIRED REMEDIAL ACTION

A ROD was issued for the Property on July 14, 2010. In the ROD, remedial actions were selected by DEQ under two different remedial action scenarios: “Existing Site Use” scenario under which USPS operations continue unchanged, and a “Hypothetical Future Site Use” scenario under which the Property will be redeveloped.

1.5.1 Existing Site Use

The selected remedial actions for soil and groundwater contaminants under the Existing Site Use scenario include:

1. Maintenance of the cap (paving and buildings over the entire Property).
2. Minimizing occupational worker exposure to impacted soil by maintaining existing limited use in the Former Pintsch Manufactured Gas Plant (MGP) and Electrical Utility Vault areas of the Property.
3. Use of Engineering Controls and Institutional Controls (personal protective equipment as necessary and limitations on Property access) to prevent exposure of excavation workers to contaminated soils and groundwater.

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION

January 11, 2019

4. Recording of an easement and equitable servitude (EES) with the Property deed summarizing information on Property contamination, worker notification and protection requirements, cap inspection and maintenance requirements, acknowledging the requirements set forth in the CMMP, and prohibiting use of groundwater for drinking or any other purposes.

These Existing Site Use remedial actions have been, and will continue to be, implemented at the Property while the USPS leases the Property from Prosper, and continues to operate the P&DC facility.

1.5.2 Hypothetical Future Site Use

To redevelop the Property, the components of the Hypothetical Future Site Use scenario remedial action stipulated in the ROD and PPA? and listed below must be implemented:

1. Maintenance of the existing Property cover (paving and buildings) until future redevelopment occurs, and temporary capping and access restrictions if cover is compromised or removed.
2. Concurrent with redevelopment, capping of areas where soil exceeds acceptable risk levels with a demarcation layer and a minimum of two feet of clean fill (landscape areas) or hardscape (buildings and paved areas). Cap specifications for paved/building areas to be determined in a remedial design document and subject to DEQ approval.
3. Excavation of soil exceeding hot spot concentrations (concentration more than 100 times the applicable risk-based concentration [RBC] for individual carcinogenic compounds, or 10 times higher for non-carcinogens including petroleum hydrocarbons) in the Electrical Utility Vault and MGP areas. Excavated soil requires offsite disposal at a Subtitle D landfill or other DEQ-approved facility. This action will require confirmatory sampling to ensure that all hot spot soils are removed.
4. Installation of a vapor mitigation system beneath future buildings constructed in the MGP and Electrical Utility Vault areas to prevent potential exposure of future users to contamination via vapor intrusion, or additional investigation to demonstrate that a vapor mitigation system is not needed to protect human health.
5. Removal of two pockets of petroleum contamination beneath existing Property buildings, as discussed in DEQ's June 13, 1997 approval letter for decommissioning of Property USTs. Alternatively, completion of a risk analysis confirming that the residual contamination does not pose a risk to human health or the environment under the appropriate Property use scenarios also will be acceptable.

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION

January 11, 2019

6. Implementation of Engineering Controls for soil following hot spot removal and any other soil removal related to Property development to prevent excavation worker exposure to contaminated soils. Implementation of Engineering Controls for groundwater to prevent excavation worker exposure to contaminated groundwater in an excavation in the former MGP Area. Controls are to be outlined in a Contaminated Media Management Plan (CMMP), including protocols for worker notification and requirements for personal protective equipment, dust suppression, soil management protocols, site access restrictions, etc.
7. Recording of an EES with the Property deed (unless the 2011 EES recorded by USPS is determined to be adequate) for the entire Property, or any Property sub-areas should the Property be subdivided for any reason. The EES(s) must outline hazards, describe cap inspection and maintenance requirements, include a prohibition of groundwater use for any purpose, and acknowledge the requirements set forth in the CMMP prepared for the Property.

This Hypothetical Future Site Use remedial action must be implemented across the entire Property, or on subdivided portions of the Property, when USPS operations cease, and redevelopment is initiated.

1.6 REDEVELOPMENT PLAN

Prosper has a conceptual development framework for the Property. **Figure 3** illustrates this development framework, which includes:

- street development (encompassing approximately 17% of the Property);
- park and open space development (encompassing approximately 11% of the Property);
- and,
- commercial and urban residential (25% of the housing will be affordable) over ground floor commercial development (encompassing approximately 72% of the Property).

While this conceptual development framework reflects Prosper goals for the project and preliminary public input, including the inclusion of parks and affordable housing, the actual composition and layout of the development and placement of infrastructure (i.e., roads, sidewalks, public spaces, etc.) may vary significantly from this framework. However, Prosper does not foresee any development of future single-family residences at the Property.

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

REMEDIAL ACTION TEAM ORGANIZATION AND RESPONSIBILITIES
January 11, 2019

2.0 REMEDIAL ACTION TEAM ORGANIZATION AND RESPONSIBILITIES

The remedial action team for the project will include Prosper (led by Colin Polk, Prosper's environmental coordinator), an environmental consultant (Prosper maintains a list of approved environmental consultants selected through a competitive request for qualifications process), an environmental contractor (to be selected in advance of the project through a competitive request for proposal process), and DEQ (led by Dan Hafley, the project manager who has provided oversight of prior environmental assessment and cleanup activities completed at the Property during the last 9 years). DEQ oversight will be facilitated through DEQ's Voluntary Cleanup Program, and Prosper will pay all oversight fees associated with receipt of DEQ oversight.

3.0 APPLICABLE REGULATIONS AND CLEANUP STANDARDS

3.1 POTENTIALLY APPLICABLE CLEANUP STANDARDS

This ABCA addresses soil hot spot soil at the Property. Hot spots areas are considered to represent levels corresponding to an estimated lifetime excess cancer risk of 1×10^{-4} (one in ten-thousand) and a hazard quotient of 10 for non-carcinogens. Hot spots are 100X the applicable DEQ direct contact RBC for carcinogens and 10X the RBC established for non-carcinogens. The following hot spots were identified at the Property (Arcadis, 2008).

- For a hypothetical future construction worker, the hot spot consists of both surface and subsurface soils to a depth of 15 feet bgs.
- For hypothetical occupational workers and urban residents, the hot spot consists of surface soils (0 to 3 feet bgs).

Contaminants of concern (COCs) detected at concentrations exceeding potentially applicable hot spot levels (DEQ Generic Hot Spots Concentrations, revised November 2015) consist of the following carcinogenic PAHs (cPAHs):

- benzo(a)anthracene;
- benzo(a)pyrene;
- benzo(b)fluoranthene;
- dibenzo(a,h)anthracene; and
- indeno(1,2,3-cd)pyrene.

**ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

APPLICABLE REGULATIONS AND CLEANUP STANDARDS
January 11, 2019

In Table 1 below, 100X various RBCs are summarized as potential cleanup standards for soil hot spot cleanup. In addition to standard DEQ exposure scenarios (urban residential, occupational, and construction worker), a dense urban residential standard is provided. This cleanup standard was approved for use by the DEQ at the Eugene Water & Electric Board (EWEB) Headquarters Property in Eugene, Oregon. The basis for approval of this exposure scenario was that anticipated land use did not include yards, and included very little landscaping on a per residential unit basis. As a result, the exposure duration of 175 days per year or 11.5 hours per day used in calculating the standard urban residential RBC was deemed overly conservative, and more appropriate for use in a suburban apartment or condominium setting. For the dense urban residential RBC, an exposure duration of 60 days per year or 4 hours per day was utilized. Based upon similar anticipated future land use on and in the vicinity of the Property, as discussed in the *Broadway Corridor Framework Plan* (Prosper, 2015), those exposure assumptions appear to be consistent with possible Property use.

Table 1 Potentially Applicable COC Hot Spot Cleanup Standards

COC	Urban Residential Hot Spot Cleanup Value	Dense Urban Residential Hot Spot Cleanup Value	Occupational Hot Spot Cleanup Value	Const. Worker Hot Spot Cleanup Value
Benzo(a)anthracene	34 mg/kg	100 mg/kg	290 mg/kg	2,400 mg/kg
Benzo(a)pyrene	3.4 mg/kg	10 mg/kg	29 mg/kg	240 mg/kg
Benzo(b)fluoranthene	34 mg/kg	100 mg/kg	290 mg/kg	2,400 mg/kg
Dibenzo(a,h)anthracene	3.4 mg/kg	10 mg/kg	29 mg/kg	240 mg/kg
Indeno(1,2,3-cd)pyrene	34 mg/kg	100 mg/kg	290 mg/kg	2,400 mg/kg

Note: Based on DEQ RBCs, November 1, 2015.

3.2 LAWS AND REGULATIONS APPLICABLE TO THE HOT SPOT CLEANUP

The following laws and regulations are applicable to soil hot spot cleanup at the Property.

Title 10 of the Portland City Code known as the Erosion and Sediment Control Regulations which are intended to control the creation of sediment and to prevent the occurrence of erosion at the source during construction and development. The Erosion and Sediment Control Regulations seek to: 1) Reduce the sediment and pollutants contained in erosion caused by construction and development; 2) Reduce the amount of sediment and pollutants entering storm drainage systems and surface waters from all ground disturbing activity; 3) Reduce the amount of erosion placing dirt and mud on the public right-of-way and surrounding properties during construction and development; and, 4) Reduce the amount of soil and dust placed into



ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

APPLICABLE REGULATIONS AND CLEANUP STANDARDS

January 11, 2019

the air during ground disturbing activity. All ground disturbance activities whether or not a permit is required shall conform to the City of Portland Bureau of Development Services Erosion and Sediment Control Manual (March 2008 or later version).

In OAR 340-122-0040 (2) it states that *"In the event of a release of a hazardous substance, remedial actions shall be implemented to achieve (a) Acceptable risk levels as defined in OAR 340-122-0115."*

In OAR 340-122-0085 (7) it states that *"For hot spots of contamination in media other than groundwater or surface water that have been identified under OAR 340-122-0080(7) or section (6) of this rule, the feasibility study shall evaluate the feasibility of treatment, and the feasibility of excavation and offsite disposal at an authorized disposal facility, to a point where the concentration or condition making the hazardous substance a hot spot would no longer occur at the facility, based upon a balancing of the remedy selection factors set forth in OAR 340-122-0090 and an application of the higher threshold for evaluating the reasonableness of the cost of treatment and of the cost of excavation and offsite disposal of hot spots of contamination."* This regulation establishes a threshold for the degree of hot spot cleanup and application of a higher threshold for evaluating cost reasonableness.

In OAR 340-122-0090(4)(b) it states that *"For hot spots of contamination in media other than water, the Director shall select or approve treatment or excavation and offsite disposal at an authorized disposal facility or the combination of treatment or excavation."*

OAR 340-122-0115 (2) defines acceptable risk level as *"(a) For deterministic risk assessments, a lifetime excess cancer risk of less than or equal to one per one million for an individual at an upper-bound exposure."* This is the basis for the calculation of RBCs. Therefore, cleanup to RBC concentrations is considered to adequately protect human health in the absence of hot spot concentrations.

OAR 340-122-0115 (32) defines hot spots of contamination as *"(b) For media other than groundwater or surface water, (e.g., contaminated soil, debris, sediments, and sludges; drummed wastes; "pools" of dense, non-aqueous phase liquids submerged beneath groundwater or in fractured bedrock; and non-aqueous phase liquids floating on groundwater), if hazardous substances present a risk to human health or the environment exceeding the acceptable risk level, the extent to which the hazardous substances: (A) Are present in concentrations exceeding risk-based concentrations corresponding to: (i) 100 times the acceptable risk level for human exposure to each individual carcinogen; (ii) 10 times the acceptable risk level for human exposure to each individual noncarcinogen"* must be evaluated. Cleanup to levels below these concentrations would, consistent with OAR 340-122-0085(7) eliminate the hot spot. Additional mitigation of remaining soil may still be required, but without a preference for treatment.

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

EVALUATION OF REMEDIAL ACTION ALTERNATIVES
January 11, 2019

Under OAR 340-122-090, the Director shall select a remedy that is a) protective; b) considers/applies the balancing factors; and c) treats hot spots to the extent feasible.

Though not a regulation, in April 1998, the DEQ issued *Guidance for the Identification of Hot Spots*, (Oregon DEQ, Land Quality Division, April 23, 1998) which sets forth procedures for identifying hot spots in soil and/or water.

4.0 EVALUATION OF REMEDIAL ACTION ALTERNATIVES

4.1 REMEDIAL ACTION ALTERNATIVES CONSIDERED

Each of the following remedial action alternatives considered, are briefly described below.

4.1.1 Alternative 1 - No Action

No action (e.g. not removing highly concentrated soil hot spots or any hazardous building materials) is the baseline against which all other alternatives will be measured.

4.1.2 Alternative 2 - Removal Action using 100X Urban Residential (0-15 feet bgs) RBCs for Carcinogens as Cleanup Standards

This hot spot remedial alternative includes excavation, transport, and off-site disposal at the Waste Management Hillsboro Landfill of all soil containing cPAHs at concentrations exceeding 100X the DEQ's urban residential direct contact RBC. Although application of the urban residential RBC is applied to soil extending to 3-feet in depth, this Alternative is included in the event that deeper soil may be brought to the surface and remain there, or the grade of the property is changed allowing direct contact to deeper soils by future residents.

This alternative also includes the abatement of all hazardous building materials.

4.1.3 Alternative 3 - Removal Action using 100X Urban Residential RBC for Carcinogens (0-3 feet bgs) and Construction Worker (3-15 feet bgs) RBCs for Carcinogens as Cleanup Standards

This hot spot remedial alternative includes excavation, transport, and off-site disposal at the Waste Management Hillsboro Landfill of all soil containing cPAHs at concentrations exceeding 100X the DEQ's urban residential direct contact RBC in the depth interval 0-3 feet bgs, and exceeding 100X the DEQ's construction worker direct contact RBC for cPAHs in the depth interval 3-15 feet bgs.

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

EVALUATION OF REMEDIAL ACTION ALTERNATIVES
January 11, 2019

This alternative also includes the abatement of all hazardous building materials.

4.1.4 Alternative 4 - Removal Action using 100X Dense Urban Residential (0-3 feet bgs) and Construction Worker (3-15 feet bgs) RBCs for Carcinogens as Cleanup Standards

This hot spot remedial alternative includes excavation, transport, and off-site disposal at the Waste Management Hillsboro Landfill of all soil containing cPAHs at concentrations exceeding 100X the dense urban residential direct contact RBC calculated by Stantec and approved by the DEQ for use at the EWEB Headquarters Property in Eugene, Oregon in the depth interval 0-3 feet bgs, and exceeding 100X the DEQ's construction worker direct contact RBC in the depth interval 3-15 feet bgs.

This alternative also includes the abatement of all hazardous building materials.

4.2 REMEDIAL ACTION ALTERNATIVE EVALUATION

To assist DEQ in the selection and approval of the a proposed remedial action, the following criteria (OAR 340-122-0090(4)[b-f]) were used in selecting the recommended hot spot cleanup alternative:

- Effectiveness;
- Long-term reliability;
- Implementability;
- Implementation risk; and
- Cost.

For each criterion, numerical scoring has been completed, and is summarized in **Table 2** (attached). Justification for the scoring is provided in the subsections that follow. As all alternatives include hazardous building materials abatement, this was not included in the alternative evaluation.

4.2.1 Effectiveness

The primary effectiveness variable for the four remedial action alternatives being evaluated is the risk associated with residual contaminant concentrations following alternative implementation (e.g. the cleanup standard applied). Since the cleanup methodologies used for Alternatives 2-4 are the same (excavation, removal, and off-Property disposal of soil); the adequacy of treatment technologies in meeting treatment objectives; and, the time until the remedial action objectives would be achieved, are generally the same, discussion of the

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

EVALUATION OF REMEDIAL ACTION ALTERNATIVES
January 11, 2019

effectiveness of each remedial alternative in the following subsections includes only the degree of cleanup provided.

4.2.1.1 Alternative 1

No action is not effective in meeting OAR requirements, and is inconsistent with the ROD issued for the Property.

4.2.1.2 Alternative 2

This alternative would could result in removing the greatest quantity of contaminated soil, and accordingly, the most contaminant mass of the four alternatives being considered. Therefore, this alternative is considered to have the highest degree of effectiveness.

DEQ risk assessment guidelines indicate that risk to occupational and residential receptors need only consider contaminant concentrations in the subsurface depth interval 0-3 feet bgs. However, this alternative includes cleanup to urban residential hot spot cleanup standards to a much greater depth: 15 feet bgs. This alternative would ensure the protection of urban residential receptors even if 1) the surface elevation grade at the Property is lowered, or 2) soil containing contaminant concentrations exceeding urban residential hot spot levels is inadvertently moved from below 3 feet bgs to above 3 feet bgs during the Redevelopment phase of the project.

4.2.1.3 Alternative 3

Although this alternative could result in removal of a smaller volume of contaminated soil than Alternative 2 based on consideration of the construction receptor, it would still result in the removal of the soil hot spots in accordance with DEQ requirements.

4.2.1.4 Alternative 4

The degree of effectiveness of Alternative 4 is similar to Alternative 3, and also would result in the complete removal of the soil hot spots in accordance with DEQ requirements. Implementation of this alternative will require DEQ approval of the application at the Property of the dense urban residential exposure scenario and associated RBCs.

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

EVALUATION OF REMEDIAL ACTION ALTERNATIVES
January 11, 2019

4.2.2 Long-Term Reliability

4.2.2.1 Alternative #1

The no action alternative has no long-term reliability as highly concentrated soil hot spots would remain at the Property.

4.2.2.2 Alternative 2

The removal and off-site disposal of soil is considered to have a high degree of long-term reliability. Alternative 2 is considered to have the highest degree of long-term reliability. This is the result of more contaminant mass reduction through the application of the urban residential RBC to the total depth of the remedial excavation (15 feet).

4.2.2.3 Alternative 3

Alternative 3 is also considered to have a high degree of long-term reliability. It would ensure that occupational and residential receptors would not be exposed to soil hot spots if soils are properly managed in accordance with the ROD in the future, and the Property surface grade does not change.

4.2.2.4 Alternative 4

Alternative 4 would involve the least amount of soil removal and off-site disposal of Alternatives 2-4. Nevertheless, it affords a degree of long-term reliability comparable to Alternative 3, with the same caveats.

4.2.3 Implementability

4.2.3.1 Alternative 1

No action is the most implementable alternative since it involves no activities.

4.2.3.2 Alternatives 2-4

Alternatives 2-4 all are considered equally implementable. Implementation actions would include: 1) the selection of a contractor and oversight consultant, 2) excavating, loading, transporting and disposing of contaminated soils, 3) restoring the excavation area (backfill and pavement restoration) by the contractor, and 4) working with the DEQ to ensure that the alternatives are completed in accordance with applicable regulations.

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

EVALUATION OF REMEDIAL ACTION ALTERNATIVES
January 11, 2019

4.2.4 Implementation Risk

4.2.4.1 Alternative 1

There is no implementation risk associated with Alternative 1.

4.2.4.2 Alternative 2

There are inherent risks associated with any excavation and off-site disposal project. There are risks to the community at large from exposure to: 1) contaminated soil that could be spilled from a truck transporting soil to the disposal facility, 2) contaminated soil tracked into a roadway adjoining the Property, or 3) soil blown from the remediation site to adjacent property during the project. There are risks to the workers performing the work. The greatest risks are physical hazards such as working around heavy equipment, but workers also could be exposed to contaminated soils as they are excavated and loaded at the Property. Risks to the environment include migration of contaminated soil to the nearby Willamette River via the stormwater management system, or exposure of terrestrial or aquatic receptors to contaminated soil spilled during transit to the disposal site. The more soil excavated, the longer the duration of the project, and the greater these and other risks to the community, workers, and the environment would be.

Alternative 2 likely would include the most soil excavation, transport and disposal, has the greatest implementation risk amongst Alternatives 2-4.

4.2.4.3 Alternatives 3 and 4

Alternatives 3 and 4 have the same types of implementation risks as Alternative 2. However, since less soil is excavated and transported in implementing these alternatives, the implementation risk for these alternatives would be lower than for Alternative 2. The difference in implementation risk between Alternatives 3 and 4 is negligible.

4.2.5 Cost

Rough order of magnitude (ROM) cost estimates for Alternatives 2-4 are provided in **Table 3**. Estimates of soil volumes for each remedial alternative are sourced from *Final Focused Feasibility Study, USPS Portland P&DC, 715 NW Hoyt Street, Portland, Oregon 97208* prepared by Arcadis, and dated June 30, 2008.

4.2.5.1 Alternative 1

There is no cost associated with this alternative.



ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

EVALUATION OF REMEDIAL ACTION ALTERNATIVES
January 11, 2019

4.2.5.2 Alternative 2

The ROM cost estimate for soil cleanup for Alternative 2 is \$965,500, approximately double that of Alternatives 3 and 4. The ROM cost estimate for hazardous materials abatement is \$2.2 million, which includes \$100,000 in design/consulting/air monitoring fees.

4.2.5.3 Alternative 3

The ROM cost estimate for soil cleanup for Alternative 3 is \$462,500. The ROM cost estimate for hazardous materials abatement is \$2.2 million, which includes \$100,000 in design/consulting/air monitoring fees.

4.2.5.4 Alternative #4

The ROM cost estimate for soil cleanup for Alternative 4 is \$397,300. The ROM cost estimate for hazardous materials abatement is \$2.2 million, which includes \$100,000 in design/consulting/air monitoring fees.

4.3 RECOMMENDED REMEDIAL ACTION ALTERNATIVE

Based on the scoring in Table 2, the recommended cleanup alternative is Alternative #3. Although Alternative 3 soil cleanup costs are roughly 14 percent higher than Alternative 4, it does not depend on DEQ approval of a site-specific dense urban receptor RBC. Alternative 3 is effective, reliable over the long-term, and has a lower implementation risk than Alternative 2.

ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES – SOIL HOT SPOTS & ASBESTOS ABATEMENT UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

REFERENCES

January 11, 2019

5.0 REFERENCES

Alisto Engineering Group, 2001. Preliminary Site Assessment, Portland Processing and Distribution Center. March 8, 2001.

Arcadis, 2005. September 2005 Sampling Results, TGA-1, USPSP&DC. December 8, 2005.

Arcadis, 2005. Remedial Investigation Report, USPS Portland P&DC. December 8, 2005.

Arcadis, 2006. Final Remedial Investigation Report, USPS Portland P&DC. April 21, 2006.

Arcadis, 2008. Focused Feasibility Study, USPS Portland P&DC. June 30, 2008.

CH2MHILL, 2015. Abandoned Tanner Creek Sewer and 9th and Lovejoy Street Investigation Summary Report. January 2015.

Dames & Moore, 1993. Geotechnical Investigation, 25,000 Gallon UST Removal, USPS General Mail Facility. June 8, 1993.

Dames & Moore, 1993. UST Decommissioning Report Review & Soil Investigation, Portland Main Post Office (GMF/VMF). September 23, 1993.

Dames & Moore, 1994. UST Decommissioning & Soil Investigation Report, Portland General Mail Facility. February 10, 1994.

DEQ, 2010. Record of Decision for the USPS-P&DC Site, Portland, Oregon. July 14, 2010.

DEQ, 2012. Conditional No Further Action Determination, USPS Portland Processing and Distribution Center (P&DC), ECSI 2183. September 25, 2012.

GeoEngineers, Inc., 1997. Report of Limited Subsurface Environmental Assessment, Proposed Utility Construction, USPS P&DC. January 16, 1997

GeoEngineers, Inc., 1997. Work Plan, Excavation Monitoring and Oversight. May 16, 1997.

PBS, 2018. Pre-Demolition Hazardous Building Materials Survey Report, USPS Processing & Distribution Facility, 715 NW Hoyt Street, Portland, OR 97208. July 25, 2018.

Prosper Portland (formerly Portland Development Commission), 2015. Broadway Corridor Framework Plan. October 5, 2015.

Stantec, 2016. Master Remedial Action Work Plan, USPS Processing & Distribution Center. May 4, 2016.



Tables

TABLE 2
Soil Hot Spot Remedial Alternative Screening
715 NW Hoyt Street, Portland, OR

Hot Spot Cleanup Alternative	Achieves Regulatory Requirements (OAR 340-122-0085 [7])	Balancing Factors					Total Score
		Effectiveness	Long-Term Reliability	Implementability	Implementation Risk	Cost	
Alternative 1 No Action	No	0	0	6	6	6	18
Alternative 2 Removal Action using 100X Urban Residential RBC (0-15 feet bgs)	Yes	6	6	5	4	2	23
Alternative 3 Removal Action using 100X Urban Residential RBC (0-3 feet bgs) and 100X Construction Worker RBC (3-15 feet bgs)	Yes	5	5	5	5	4	24
Alternative 4 Removal Action using 100X Dense Urban Residential RBC (0-3 feet bgs) and 100X Construction Worker RBC (3-15 feet bgs)	Yes	5	5	5	5	5	25

Remedial Alternative Ratings/Scores:

Good	6
Good/Fair	5
Fair	4
Fair/Poor	3
Poor	2
Unacceptable	0

TABLE 3
ROM Cost Estimates - Soil Hot Spot Cleanup Alternatives - MGP Area
715 NW Hoyt Street, Portland, OR

Units	Unit Costs	Alternatives					
		2		3		4	
		# of Units	Cost	# of Units	Cost	# of Units	Cost
Work Plan & Specifications	\$25,000	1	\$25,000	1	\$25,000	1	\$25,000
Contractor Pre-Work Submittals & Mobilization	\$60,000	1	\$60,000	1	\$60,000	1	\$60,000
Cut & Removal Asphalt (square yards)	\$50	900	\$45,000	900	\$45,000	675	\$45,000
Excavation (tons)	\$20	5000	\$100,000	1800	\$36,000	1400	\$28,000
Transport (to Hillsboro Landfill)	\$37.00	5000	\$185,000	1800	\$66,600	1400	\$51,800
Disposal (tons)	\$38.00	5000	\$190,000	1800	\$68,400	1400	\$53,200
Confirmation Soil Testing (1 sample per 100 tons removed)	\$200	50	\$10,000	25	\$5,000	14	\$2,800
Backfill (Purchase/Place/Compact) (tons)	\$55	5000	\$275,000	1800	\$99,000	1400	\$77,000
Contractor Oversight (250 tons per day)	\$1,500	20	\$30,000	8	\$12,000	6	\$9,000
Closure Reporting	\$18,000	1	\$18,000	1	\$18,000	1	\$18,000
DEQ Oversight	\$27,500	1	\$27,500	1	\$27,500	1	\$27,500
TOTAL			\$965,500		\$462,500		\$397,300

Assumptions:

All costs are rough order of magnitude (ROM) and shown in net present value (2018 dollars).

All soil volumes use in estimating costs sourced from *Final Focused Feasibility Study* (Arcadis, 2008)

The level of accuracy of these estimated costs is ROM, as defined by the American Association of Cost Engineers. The accuracy is approximately plus 50% and minus 30%. Cost estimates at this level may be used to compare alternatives, but should not be used to plan, finance, or develop projects.

Non-hazardous waste disposal at Hillsboro Landfill in Hillsboro, Oregon.

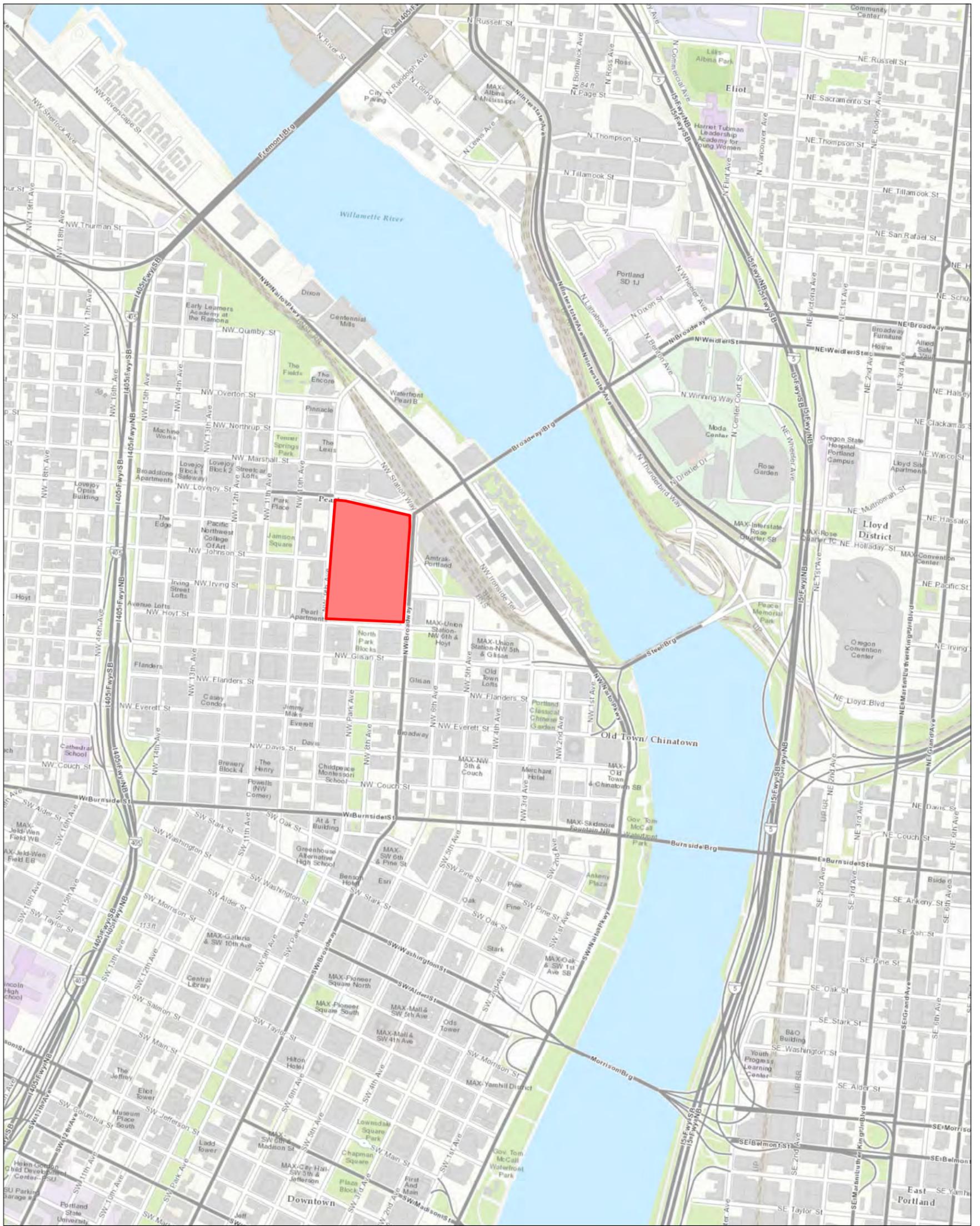
Cost estimates were developed to support ROM estimates and are based on comparisons with similar projects and engineering judgment.

Actual subcontractor estimates were not requested/used to develop estimates.

Costs assume that no groundwater will be encountered in excavations.

1.5 tons loose, excavated soil per cubic yard of in-situ soil.

Figures



Legend

 Approximate Property Area

0 0.1 0.2
miles
1:10,000 (At Original document size of 11x17)



Project Location: 185750980
 715 NW Hoyt Street Prepared by JB on 2017-10-03
 Portland, Oregon 97208 Technical Review by LF on 2017-10-03
 Independent Review by CR on 2017-10-03

Client/Project

Prosper Portland
USPS ABCA

Figure No.

1

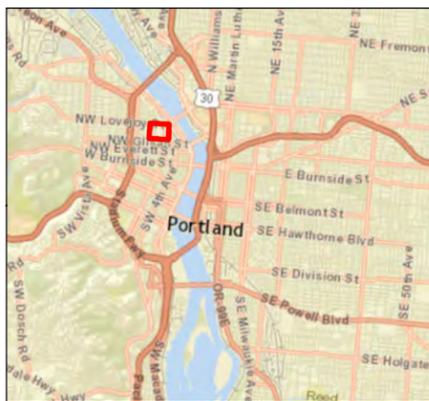
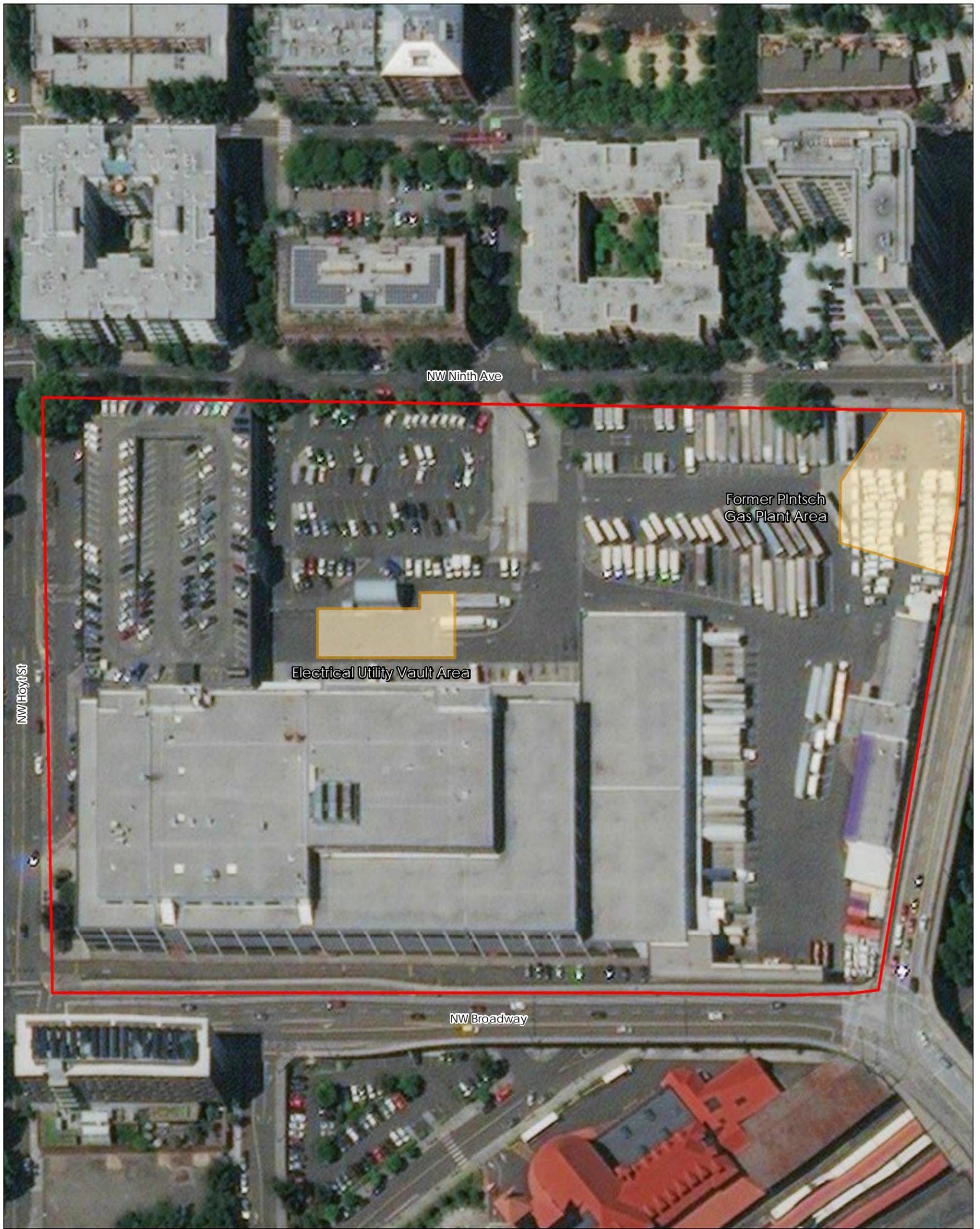
Title

Property Location Map

- Notes
1. Coordinate System: NAD 1983 2011 StatePlane Nevada East FIPS 2701 Ft US
 2. Data Sources Include: ESRI, Open Street Maps, Google Street Maps, GIS User Community

3. Orthophotography: None.

Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the content or provision of the data.



Legend

- Hypothetical Risk Level Exceedance Area
- Approximate Property Area

0 100 200 Feet
1:1,300 (At Original document size of 11x17)



Project Location
715 NW Hoyt Street
Portland, Oregon 97208

185750980
Prepared by JB on 2017-10-03
Technical Review by LF on 2017-10-03
Independent Review by CR on 2017-10-03

Client/Project
Prosper Portland
USPS ABCA

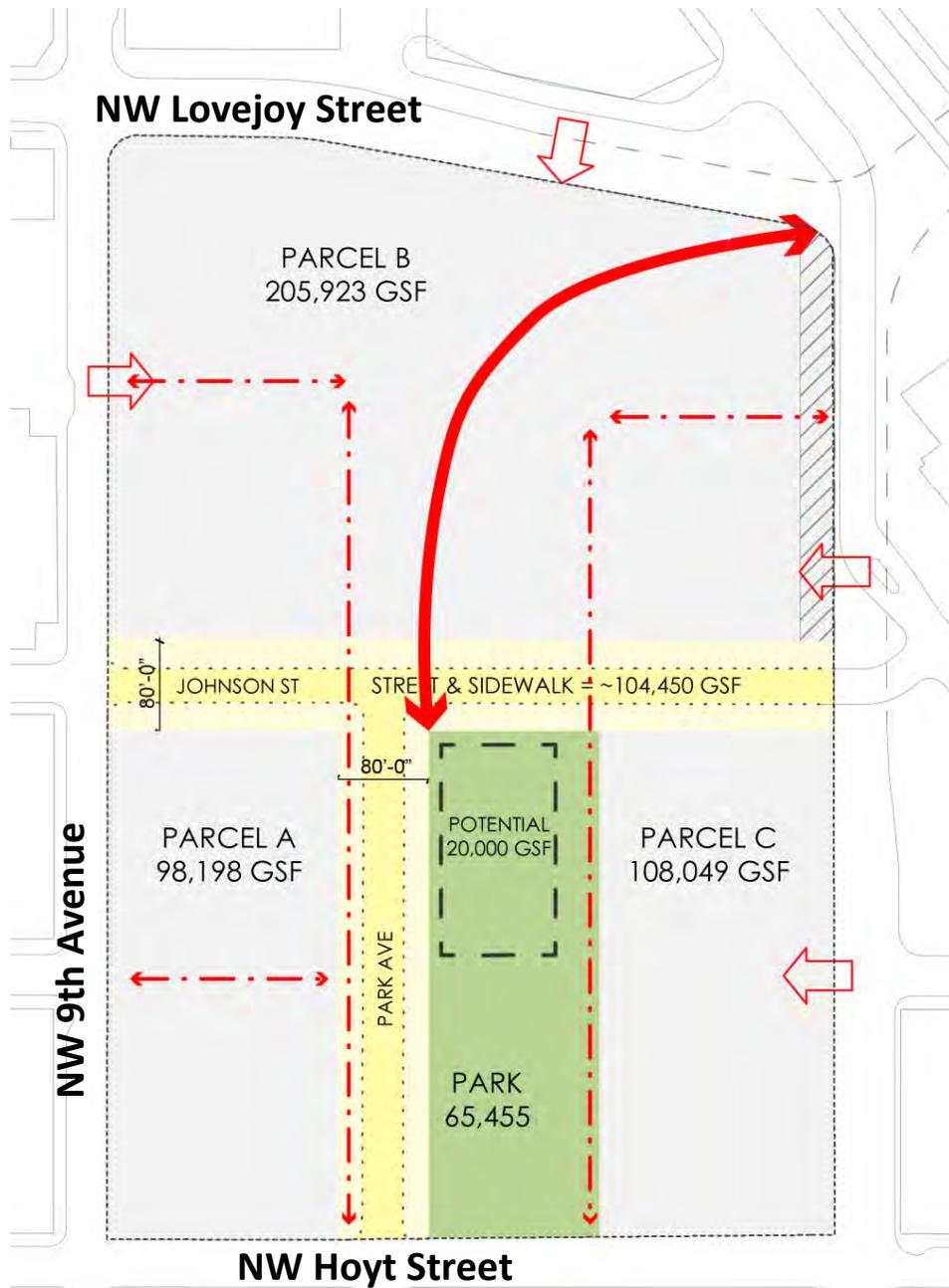
Figure No.
2

Title
Property Map

- Notes
1. Coordinate System: NAD 1983 2011 StatePlane Nevada East FIPS 2701 Ft US
 2. Data Sources Include: ESRI, Open Street Maps, Google Street Maps, GIS User Community
 3. Orthophotography: ESRI

Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the content or provision of the data.

FIGURE 3 - Preferred Property Layout from Broadway Corridor Framework Plan



COMMUNITY NOTIFICATION DOCUMENTS - ATTACHMENT 2

COMMUNITY NOTIFICATION AD

Published: Jan. 9, 2019.
In Al-Khaili
Personal Representative
W Battaglia Ave
Am, Oregon 97030
(28) 951-6173
rgstrom
ER & LEINWEBER
onal Representative
venue
77201
243-2608
73
w.com
11675195

STATE OF OREGON
DEBAKEFELT
ESTATED PERSONS
(18PB09057)
Court of the State of
County of Washington,
ent.
of the Estate of
nt, Deceased.
y given that Kevin
en appointed as the
entative of the above
s having claims against
ured to present them to
personal representative
undersigned attorney at:
l Avenue, Suite 700,
on, 97201 within four
date of first publication
s stated below, or such
arred.
whose rights may be
ceedings in this estate
ditional information from
the Court, the personal
or the attorney for the
entative.
ublished: Jan. 9, 2019.
In Bakkefelt
onal Representative
SE 10th Street
ndee, Oregon 97115
phone: (503) 330-7333
LEINWEBER OSB

ARER & LEINWEBER
Personal Representative
a
Avenue
in 97201
(3) 243-2608
7373
llaw.com
11673445

CIRCUIT COURT OF
THE STATE OF OREGON FOR
THE COUNTY OF
MULTNOMAH
PROBATE DEPARTMENT
Case No. 18PB07874
INTERESTED PERSONS
of the Estate of Victor
an, Deceased.
y given that the under-
appointed and has qual-
Personal Representative of
All persons having claims
state are hereby required to
ame, with proper vouchers,
) months after the date of
on of this notice, as stated
Personal Representative,
in, or they may be barred.
s whose rights may be
e proceedings in this estate
additional information from
of the Court, the Personal
e or the attorney for the
representative.
ublished: Jan. 9, 2019.
PERSONAL
REPRESENTATIVE:
Allison Bollman

Outlaw, Deceased.
Notice is hereby given that Takashi Hashimoto has been appointed as the personal representative of the above estate. All persons having claims against the estate are required to present them to the undersigned personal representative in care of the undersigned attorney at: 121 SW Morrison St Ste 1520, Portland, OR 97204, within four months after the date of first publication of this notice, as stated below, or such claims may be barred. All persons whose rights may be affected by the proceedings in this estate may obtain additional information from the records of the Court, the personal representative or the attorney for the personal representative.
Dated and first published Jan. 9, 2019.
Takashi Hashimoto
Personal Representative
Christopher M Brooks, OSB# 031634
Brooks Estate Law, PC
Attorney for Personal Representative
121 SW Morrison St Ste 1520
Portland, OR 97204
11674743

IN THE CIRCUIT COURT OF
THE STATE OF OREGON FOR
THE COUNTY OF
WASHINGTON
PROBATE DEPARTMENT
Case No. 18PB09468
NOTICE TO INTERESTED PERSONS
In the Matter of the Estate of: **BONNIE PERKINS, Deceased.**
NOTICE IS HEREBY GIVEN that Christopher Perkins has been appointed personal representative. All persons having claims against the estate are required to present them, with vouchers attached, to the personal representative at the office of the lawyer for the personal representative, Barbara Smythe, Elder Law Portland LLC, 12275 SW Second Street, Beaverton, OR 97005, within four months after the date of first publication of this notice, or the claims may be barred. All persons whose rights may be affected by the proceedings may obtain additional information from the records of the Court, the personal representative, or the lawyer for the personal representative.
Published Jan. 9, 16 & 23, 2019.
11674777

ESTATE OF
FRED DALE RANDALL
NOTICE TO INTERESTED PERSONS
(Case No. 18PB03911)
The estate of Fred Dale Randall, deceased, is pending in the county of Clackamas, Oregon.
The personal representative, Barbara Randall, will receive claims sent c/o Joseph Q. Kaufman to 405 W Arlington St. Gladstone, OR 97027. All persons having claims against the estate must present them within four months after the date of the first publication of the notice, January 9, 2019, to the personal representative at the above address. All persons whose rights may be affected by this proceeding may obtain additional information from the records of the court, the personal representative, or the personal representative's attorney, Joseph Q. Kaufman.
Dated and first published Jan. 9, 2019.
Barbara Randall
Personal Representative
Joseph Q. Kaufman, Esq.,
OSB#872702
Law Office of Joseph Q. Kaufman
Attorney for Personal Representative
405 W Arlington St
Gladstone, OR 97027-2308
11673720

380 A Avenue
Lake Oswego, OR 97034
As space is limited, we kindly request that interested parties RSVP by Wednesday, January 16, 2:00 p.m. (PST) by emailing Mr. Anthony Hooper at ahooper@ci.oswego.or.us. Please indicate P3 Industry Forum in the subject line.
Agenda
9:00 a.m. - 9:10 am Opening Remarks
Scott Lazenby, City Manager
9:10 a.m.-9:30a.m. Project Background and Context
Anthony Hooper, Deputy City Manager/ Project Manager
9:30 a.m. - 9:45 a.m. Public-Private Partnership (P3) Solicitation
Jill Jameison, Managing Director, JLL
9:45 a.m. - 10:00 a.m. Questions and Answers
10:00 a.m. - 11:00 a.m. Local Business Networking Opportunity
11:15 a.m. - 12:00 p.m. Foothills Area and Tryon Creek Wastewater Treatment Plant Site Visit
1:30 p.m. - 5:00 p.m. City Representatives Meeting (Optional)
Interested parties may register their request for a 15-minute one-on-one meeting with City representatives following the site tour. Such meetings will be assigned on a first-come-first serve basis and be limited to the date of the Industry Forum. Please email Mr. Anthony Hooper to request a time at ahooper@ci.oswego.or.us
Published Jan. 9 & 11, 2019.
11675280

OFFICIAL PUBLICATION
PROSPER PORTLAND
PUBLIC OPEN HOUSE FOR PROSPER PORTLAND'S U.S. EPA BROWNFIELD CLEANUP GRANT APPLICATION SUBMITTAL & ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVE COMMENT
January 17, 2019 at 4:00 pm
Green Room, 1st Floor
222 NW 5th Avenue, Portland, OR
Notice is hereby given that Prosper Portland intends to apply for a United States Environmental Protection Agency (U.S. EPA) Brownfield Cleanup Grant for the US Postal Service Site located at 715 NW Hoyt Street in Portland, Oregon. The DRAFT Analysis of Brownfield Cleanup Alternatives and proposal documents are available online at <https://www.broadwaycorridorpx.com/resources>, or by attending a public open house meeting (see meeting info above). All persons are welcome to attend and comment. Comments pertaining to the proposed applications should be sent to Prosper Portland, Collin Polk, polk@prosperportland.us, 222 NW 5th Avenue, Portland, OR 97209-3859, and will be accepted until January 22, 2019.
Published Jan. 9, 2019. 11674908

CORPORATION NOTICES
NOTICE OF DISSOLUTION
SRB HOLDINGS, INC.
SRB Holdings, Inc., an Oregon corporation (the "Company"), has been dissolved. Persons with claims against the Company must notify the Company of any claims, including the claimed amount, the reason for the claimed amount, and the date incurred. Notice should be sent to TT Administrative Services, LLC, 888 SW 5th Avenue, Suite 1600, Portland, OR 97204. Failing to commence a proceeding to enforce

NOTICE OF DISSOLUTION
SRB HOLDINGS, INC.
SRB Holdings, Inc., an Oregon corporation (the "Company"), has been dissolved. Persons with claims against the Company must notify the Company of any claims, including the claimed amount, the reason for the claimed amount, and the date incurred. Notice should be sent to TT Administrative Services, LLC, 888 SW 5th Avenue, Suite 1600, Portland, OR 97204. Failing to commence a proceeding to enforce

3. Grantor's failure to pay the following sums: arrearage in the sum of \$1,552,551.72 as of October 2, 2018, plus additional payments, property expenditures, taxes, liens, assessments, insurance, late fees, attorney's and trustee's fees and costs, and interest due at the time of reinstatement or sale.
By reason of said defaults, the beneficiary has declared all sums owing on the obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit:
Payoff in the sum of \$1,552,551.72 as of October 2, 2018, plus taxes, liens, assessments, property expenditures, insurance, accruing interest, late fees, attorney's and trustee's fees and costs incurred by beneficiary or its assigns.
WHEREFORE, notice hereby is given that the undersigned trustee will on **March 5, 2019**, at the hour of 11:00 a.m., in accord with the standard time established by ORS 187.110, at the following place: **Inside the Front Doors of the East Front Entrance of the Multnomah County Courthouse, 1021 S.W. Fourth Avenue, Portland, Oregon**, sell at public auction to the highest bidder for cash the interest in the above-described Property, which the grantor had or had power to convey at the time of the execution by grantor of the said Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee.
Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, and in addition to paying said sum or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.778.
In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said Trust Deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.
Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.
The **NOTICE TO RESIDENTIAL TENANTS, attached hereto as Exhibit A, is incorporated herein by reference. [Exhibit A, NOTICE TO RESIDENTIAL TENANTS, is not published pursuant to ORS 86.774(2)(b).]**
DATED: October 9, 2018.
/s/ Eleanor A. DuBay
Eleanor A. DuBay, OSB #073755
Authorized By:
Tomasi Salyer Martin PC, Successor

balance in full when it was due, 2018 as follows: \$1,552,551.72 as of October 2, 2018, plus additional payments, property expenditures, taxes, liens, assessments, insurance, attorney's and trustee's fees and interest due at the time of sale; and
4. Grantor's failure to pay the following sums: arrearage in the sum of \$1,552,551.72 as of October 2, 2018, plus additional payments, property expenditures, taxes, liens, assessments, insurance, attorney's and trustee's fees and costs, and interest due at the time of reinstatement or sale.
By reason of said defaults, the beneficiary has declared all sums owing on the obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit:
Payoff in the sum of \$1,552,551.72 as of October 2, 2018, plus taxes, liens, assessments, property expenditures, insurance, accruing interest, late fees, attorney's and trustee's fees and costs incurred by beneficiary or its assigns.
WHEREFORE, notice hereby is given that the undersigned trustee will on **March 5, 2019**, at the hour of 11:00 a.m., in accord with the standard time established by ORS 187.110, at the following place: **Inside the Front East Front Entrance of the Multnomah County Courthouse, 1021 S.W. Fourth Avenue, Portland, Oregon**, sell at public auction to the highest bidder for cash the interest in the above-described Property, which the grantor had or had power to convey at the time of the execution by grantor of the said Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee.
Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, and in addition to paying said sum or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.778.
In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said Trust Deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.
Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.
The **NOTICE TO RESIDENTIAL TENANTS, attached hereto as Exhibit A, is incorporated herein by reference. [Exhibit A, NOTICE TO RESIDENTIAL TENANTS, is not published pursuant to ORS 86.774(2)(b).]**
DATED: October 9, 2018.
/s/ Eleanor A. DuBay
Eleanor A. DuBay, OSB #073755
Authorized By:
Tomasi Salyer Martin PC, Successor

COMMUNITY NOTIFICATION DOCUMENTS - ATTACHMENT 3

PUBLIC MEETING MATERIALS

- No comments were received in response to the public notification published January 9, 2019, or during the public open house held on January 17, 2019.
- As no comments were received, no responses to comments were prepared.
- No persons attended the public open house held on January 17, 2019. As a result, no meeting notes were generated, and no meeting sign-up sheet completed. Colin Polk from Prosper Portland was present for a full hour after the appointed 4PM meeting start time.

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text" value="01/29/2019"/>	4. Applicant Identifier: <input type="text"/>
--	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name: <input type="text" value="Portland Development Commission"/>	
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="936013584"/>	* c. Organizational DUNS: <input type="text" value="1949154840000"/>

d. Address:

* Street1: <input type="text" value="222 NW 5th Ave"/>
Street2: <input type="text"/>
* City: <input type="text" value="Portland"/>
County/Parish: <input type="text"/>
* State: <input type="text" value="OR: Oregon"/>
Province: <input type="text"/>
* Country: <input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code: <input type="text" value="97209-3859"/>

e. Organizational Unit:

Department Name: <input type="text"/>	Division Name: <input type="text"/>
---------------------------------------	-------------------------------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text"/>	* First Name: <input type="text" value="Colin"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Polk"/>	
Suffix: <input type="text"/>	

Title: <input type="text" value="Environmental Coordinator"/>

Organizational Affiliation: <input type="text" value="Prosper Portland"/>

* Telephone Number: <input type="text" value="5038233211"/>	Fax Number: <input type="text"/>
---	----------------------------------

* Email: <input type="text" value="polkc@prosperportland.us"/>
--

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

*** 12. Funding Opportunity Number:**

EPA-OLEM-OBLR-18-07

* Title:

FY19 GUIDELINES FOR BROWNFIELDS CLEANUP GRANTS

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Prosper Portland Cleanup Grant funds will be used to complete soil hot spot cleanup and partial asbestos abatement at the USPS Property (715 NW Hoyt Street) and associated community involvement.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="500,000.00"/>
* b. Applicant	<input type="text" value="100,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="600,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed: