

**City of Newport
Georgia Pacific Task Force
SUMMARY NOTES
Meeting of April 16, 2009**

Meeting Time: 5:00 P.M.

ATTENDANCE

Members: John Clark, Tim Johnson, Roger Hart, Franz Cosenza, Sandy Roumagoux, Charlie Plybon, Gil Sylvia, Dan McCarthy, Peggy Sabanskas (via telephone), and George Ragsdale (via telephone).

Also present: City Councilor Lon Brusselback; City staff Peggy Hawker and Gary Firestone; and Diane Henkels (via telephone).

DISCUSSION

Firestone noted that the next meeting may be held on May 13 rather than May 14 depending on committee availability.

Hart summarized the work of the monitoring plan subcommittee. It was reported that the priorities are health and environmental concerns, economic issues, and video monitoring. A discussion ensued regarding standards. The subcommittee will meet again to refine the elements of the monitoring plan, and report at the next task force meeting.

A discussion ensued regarding the latest revision to the license agreement, and that this version is the current working document. Each section of the agreement was reviewed and discussed.

Section 1. includes definitions of facility/ies and allows GP to operate facilities. The term is ten years and allows a re-opener at approximately five years. A discussion ensued regarding provisions subject to renegotiation, and it was suggested that provisions that cannot be reopened be identified, but not limited. It was noted that Ragsdale would like the provisions as limited as reasonably possible. The attorneys will continue discussion on these issues. A discussion ensued regarding agreement dates, and the dates contained in the agreement are predicated on the agreement being signed this year.

Section 2. will be discussed after additional information becomes available.

Section 3. limits the use of the lines to mill effluent only. The attorneys will continue to discuss the fees for failure to meet discharge standards.

Sections 4., 5., 6., and 7. are acceptable to all parties.

Section 8. is acceptable provided that as-built plans are considered confidential.

Section 9. requires the coordination of construction schedules with other users.

Section 10. is acceptable to all parties, and requires that GP pay for the cost of line relocation at the request of the city; however, if requested by a developer, the developer would be required to pay for the relocation of the line.

Section 11. refers to other discontinuance and applies to future abandonment of lines.

Sections 12., 13, 14., 15., 16., 17., 18., 19., 20., 21. are acceptable to all parties.

Section 22.(b.) and (c.) is awaiting GP response.

Sections 23., 24., 25., 26., 27., and 28. are acceptable to all parties.

Firestone reiterated that the acceptance of provisions is tentative and provisional, subject to agreement on all terms, and that provisions may change based on the decisions to be made regarding payment amount and monitoring.

It was noted that the agreement is not final until approved by the City Council.

The next meeting will be held on April 29, 2009, in Conference Room A of City Hall. The appraiser will be present via telephone and the economist will appear personally. After this discussion, Sections 2. and 3. can be discussed.

It is undecided as to whether to include the north pipeline, though the working agreement applies to both pipelines.

A discussion ensued regarding GP's procedures. Cosenza will e-mail McCarthy a copy of the procedures.

The meeting adjourned at 7:07 P.M.