

Exhibit A

Exhibit: 10
Date: 8/7/19

----- Original Message -----

From: [Oubonh White](#)

To: [Jody McCaffree](#)

Cc: [Patty Evernden](#) ; [Jill Rolfe](#) ; [Bobbi Brooks](#)

Sent: Tuesday, June 14, 2011 9:55 AM

Subject: Letter to BOC dated 6/13/11

Ms. McCaffree,

I received your letter addressed to the Board of Commissioners yesterday. Thank you very much for passing along Ms. Sherton's opinion. To clarify, the 30 days I mentioned at the Board's meeting within which the County must set a hearing before the BOC upon receiving a written request from an applicant to take up a remand, is found at CCZLDO Section 5.8.800(2). And as your aware the 90 days within which the County must issue a final decision on remand is found at ORS 215.435 and I sincerely appreciate you clarifying that the 90 days may run either from the date of LUBA's final opinion or 90 days from when the County receives a the written request to take up the remand. Staff was being conservative when they calculated those dates and we appreciate the clarification. I should mention however, that the applicant, after learning that the BOC decided to retain a Hearing's officer and take new evidence on the Olympia Oyster have expressed their willingness to provide an extension to provide sufficient time for the revised findings and conclusion to be drafted after the hearing on July 12th.

Further, I must ask you again to PLEASE STOP initiating ex parte contacts with the Board on this matter. As always, feel free to direct your questions and any new evidence or testimony to Staff. As your well aware, any contact with the decision making body (in this case the Hearing's officer and ultimately the Board of Commissioners) must be disclosed and the parties given an opportunity to challenge the same. The more frequent those contacts occur the more difficult it becomes for the Board to adequately disclose every single date and substance of those contacts and unfortunately increases the risk that those contacts will be challenged for bias. Though I doubt, either side of this issue, wishes to delay this matter any further by challenging any of the Commissioners for bias due to these contacts, to protect the integrity of this process and any ultimate decision the Board makes, I must again ask you to direct all correspondence to myself and Planning Staff. Thank you in advance for your cooperation in the future.

Sincerely,

Oubonh P. White
Assistant County Counsel
Coos County Office of Legal Counsel
(541) 396-3121 Ext. 215
owhite@co.coos.or.us

Exhibit B

October 3, 2014: Candidate Interview with the World newspaper in preparation for the November 4th election, Sweet promotes the Jordan Cove project and states that it would be a solution to County problems.

September 15, 2014: A private luncheon with Don Althoff, CEO of Veresen, (Jordan Cove's Parent Company and ½ owner of the Pacific Connector Gas Pipeline) is held at the Mill Casino in North Bend. Several Coos County Commissioners and possibly other public officials were invited to this luncheon in an e-mail invitation sent out by Michael Hinrichs of the Jordan Cove Energy Project on September 4th. Some officials may have also been invited to a round of golf at the Bandon Dunes golf resort. Obviously no thought to this being ex-parte' contact was considered or even later revealed by Coos County Commissioners in their upcoming deliberation and decision on Coos County File No.'s HBCU-13-06 (Pacific Connector Blue Ridge Alternative Route) and ACU-14-08/AP-14-02 (Pacific Connector Application Ext Request).

September 4, 2014: Charter Local Edition Northwest has interview with both Commissioner Sweet and Commissioner Cribbins. Both promote the Jordan Cove project. Sweet saying it would be a game changer. Cribbins saying it would create 5,000 jobs and increase the tax base.

From: Michael Hinrichs <mhinrichs@jordancoveenergy.com>

Date: September 4, 2014 at 3:56:41 PM PDT

Subject: You're Invited! - Lunch with Don Althoff, CEO of Veresen - Sept 15

Hello all,

It would be our great pleasure if you would join us for lunch with Don Althoff, CEO of Veresen (and the biggest champion of Jordan Cove), on Monday, September 15 at 1:00pm at The Mill to meet Don, ask him any questions you have about the project and enjoy a fun lunch with friends.

Don is making his way around Oregon to promote the project and thank all of those who have put in so much of their time and effort to support Jordan Cove. If you have time, we would enjoy seeing you in the Willow Room at the Mill for lunch starting at 1:00pm.

If you have any questions, please feel free to call me at 805-453-1346 (mobile) or email me at mhinrichs@jordancoveenergy.com. We would appreciate RSVPs if you know you can make it.

Thank you,

Michael Hinrichs
Director of Public Affairs
Jordan Cove Energy Project

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Exhibit C



JOHN W. SWEET
BOARD OF COMMISSIONERS
250 No. Baxter Street, Coquille, Oregon 97423
(541) 396-7541
FAX (541) 396-1010 / TDD (800) 735-2900
E-mail: jsweet@co.coos.or.us

April 11, 2016

Ms. Ann F. Miles, Director
Office of Energy Projects
Federal Energy Regulatory Commission
888 First Street NE
Washington, DC 20426

Ref: Jordan Cove LNG Terminal Project and Pacific Connector Pipeline Project
Docket no. Cp 13-483-000 and CP 13-492-000 Klamath, Jackson, Douglas and Coos Counties,
Oregon

Dear Ms. Miles:

The purpose of this letter is to support the above referenced projects. The merits of the projects in terms of drastically needed employment opportunities and an increased tax base are of vital importance to Coos County and its citizens.

Prior to the 1980's, Coos County prospered largely because of sustained harvest yield of our Douglas-fir forests. These forests, both privately and publically owned, provided logging jobs and raw materials for 7 large sawmills, 4 large plywood plants, 1 particleboard plant, and 2 pulp mills. With almost complete curtailment of harvest from state and federal timberlands starting in the 1980's, today the county is left with 2 sawmills and 1 plywood plant. Our employment opportunities and our tax base have both been destroyed.

Poverty levels and unemployment in Coos County run well above state and national levels. Their by-products are deplorable; substance abuse, spousal abuse, child abuse, suicides, the list goes on and on, consistently ranking Coos County's social statistics among the worst in Oregon. Where our county was once a positive contributor to our state and nation, it is now a large, sucking vacuum, drawing welfare and law enforcement dollars away from more positive programs. Our schools, cities and county all struggle to stay afloat due to lack of an adequate tax base. Today, we are truly an "Appalachia" of the West.

Jordan Cove and Pacific Connector Pipeline are opportunities of a lifetime. They will nearly double our tax base, add nearly 200 direct jobs and an estimated 300 indirect jobs, and stimulate our housing and commercial markets. The increased tonnage generated through the Port of Coos Bay will ensure its future as the only deepwater coastal port in the thousand miles between San Francisco and Puget Sound.

Jordan Cove and Pacific Connector Pipeline will be of huge public benefit to Coos County. I encourage FERC to approve these projects.

John W. Sweet
Chair, Coos County Board of Commissioners

Exhibit D

<https://geddry.com/2015/01/11/sweet-no-plan-b/>

Sweet: “There is no plan B”

 geddry.com/2015/01/11/sweet-no-plan-b/

1/11/2015



The League of Women Voters held a discussion yesterday at the Coos Bay Fire Hall about the CEP (Community Enhancement Plan). It was more a promotion than a discussion, actually, because the only people presenting or taking questions were proponents of the plan. Commissioner John Sweet and Coos Bay City Councilwoman Jennifer Groth offered a primer about enterprise zones and when I arrived about 45 minutes late there was the familiar pie chart on the board showing the various allocations of what should public tax money. The South Coast Community Foundation will receive its 50%, 25% to the so-called waterfront improvement plan and the remainder divided between the actual taxing districts.

Roughly thirty people were in attendance and based upon the questions it is clear not all were in favor of either Jordan Cove or the CEP. One woman asked if the CEP work group had actually done an analysis of the actual economic impact of supporting the worker camps and the increase in traffic and crime. “Have you allocated enough funds to cover the city’s expenses?” Sweet explained the work group had not done an actual study but he was confident there would be enough money.

Others asked if the work group had looked at worst case scenarios. “What happens if Jordan Cove doesn’t happen,” asked one teacher. “Worse, what happens if Jordan Cove is built and then shuts down?”

“Are we going to be left with that eyesore and all the pollution,” asked another.

When Sweet replied that “there is no plan B” half the room gasped audibly. Sweet quickly retreated by assuring the crowd there is no need to plan because Jordan Cove was working on contracts with big Asian energy companies that “don’t go out of business” and are “not in China.” Sweet said he had complete confidence in Jordan Cove because they have already spent \$200 million, (a drop in the bucket for oil and gas), and continue to spend \$10 million each month so they are not likely to walk away.

Sweet then asked, “What pollution?” Mouths fell open.

If the company does walk away, or does not receive the required state and federal permits before the end of June 2016, the county will face a \$2 million budget shortfall, according to Commissioner Bob Main. Sweet said that without a payment from Jordan Cove through the CEP the commission will have to “make drastic cuts in services” in this next budget cycle. While there is no firm agreement with Jordan Cove to make payments in lieu of taxes via the CEP, company spokesman Michael Hinrichs doesn’t expect a [FERC approval before 2016](#) and there are other hurdles to cross.

Thanks to Sweet and Cribbins willingness to give part of the county's share to the waterfront enhancement component of the CEP, even if Jordan Cove breaks ground in time to actually begin making payments, it will not be enough money to avoid layoffs at the county.

Mike Graybill was in attendance and asked if it might not be a good idea to avoid "external dependencies" to which Sweet replied, "we have to be dependent." Without Jordan Cove "Coos County will shrivel up and rot!"

Coos County Assessor Steve Jansen, also in attendance, informed the crowd that the worker camp under the McCullough bridge will "cost almost \$750 million" and taxes will be paid to the North Bend Urban Renewal Agency.



[Photo – Commissioner Cribbins Facebook page]

Meanwhile, the commissioners held their first strategic planning town hall meeting Friday in Bandon. Earlier this week I asked Cribbins via email for a copy of the strategic plan and she explained that, "We are not presenting and editing a final plan at this meeting, rather, we are seeking input from the public to add to the input the we have received from county employees, department heads, and elected officials." Considering there is no plan B, this now makes sense.

Exhibit E

BOC only
Consent Agenda
Regular Agenda

LATE AGENDA ITEM COVERSHEET

Agenda Item Title: Addendum to Jordan Cove contract.

Department: Sheriff

Requested Agenda Date: 08-02-2016

Contact Person: Deputy Strain

Phone/Ext.: 7809

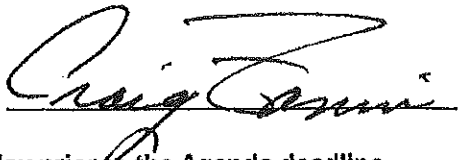
Background and description of need or problem:

The Sheriff's Office is conducting a major Incident Command System exercise on September 21. This action is to exercise various emergency plans within the Sheriff's office. This exercise is at the request of and being funded by Jordan Cove energy. As such we are requesting the Board Of Commissioners sign the addendum attached to this agenda cover sheet. This addendum allows Jordan Cove to provide an additional \$52,815.00 to the Sheriff's Office LNG budget for the mentioned exercise.

Funding Source: Jordan Cove Energy/LNG Planning Division

Requested Action: Approve Addendum

Date: July 25, 2016

Signature of Dept. Head: 

For all matters, forward the document to Counsel no later than the Monday prior to the Agenda deadline. Counsel will forward to Treasurer.

If this is a contract or grant:

- Is the contract or grant an original?
- Is the Contract/Grant Summary Form attached?
- Is the contract signed first by the vendor (except state/federal grants or contracts)?
- If insurance is required, is the Insurance certificate attached?
- Is the Clerk's Coversheet attached or do you want it returned to you for filling?

County Counsel luc

Treasurer OK NOs

Human Resources N/A



CONTRACT / GRANT SUMMARY FORM

Clerk's CJ No.: _____ (complete after filed with Clerk) Contract/Agreement/Grant No.:

Name/Agency Name and Address: Jordan Cove LNG, LLC, 5615 Kirby Dr, Suite 500, Houston, TX 77005

Contact Person: Chris Haddon Phone No. 832-274-5120

Amount of Contract/Grant Award: \$ 57,815

Payment Terms: Advance payment (state lump sum or amount and time of payments)

Start Date: 7/21/2016 End Date: 12/31/2016

County Department and Employee Responsible for Performance: Sheriff Zanni, CCSO

Description: Increase Contract for Reimbursement (CCS-027) by \$57,815 for staging a full scale protest exercise involving all partnering State and Federal agencies.

FINANCIAL INFORMATION

Table with 4 columns: STATE %, OTHER %, FEDERAL % (CFDA # Required), Catalog of Federal Domestic Asst. *(CFDA) Number

*CFDA is a five digit number in the following format: xx.xxx. The first two digits designate the federal agency and the last three the grant description.

The following is a partial listing of the two digit agency identifier:

- 10.xxx USDA 14.xxx HUD 20.xxx USDOT 66.xxx EPA 84.xxx Dept. of Education
11.xxx Dept. of Commerce 16.xxx USDOJ 39.xxx General Svs. Admin. 83.xxx FEMA 93.xxx USDHHS

NOTE: If the contract/grant is associated with more than one CDFA number, each segment must have it's own summary form.

Form with checkboxes for New, Renewal, Modification, Automatic Renewal?, Will unemployment cost be incurred?, Staff Requirements: New, Existing, Subcontract

PUBLIC CONTRACTING INFORMATION

Method of Selection: Bid, Quote, Proposal, None, Other
Type of Contract: New, Renewal, Modification

Type of Contract: Goods and Services, Public Improvement, Personal Services Contract
Under \$10,000, Under \$50,000, Under \$150,000 & Approval from Board

Will project be reported to Bureau of Labor for Prevailing Wages under ORS 279C.800?
Certificate of insurance required?
Form of contract: Oral, Written

Date Approved by BOC: _____ Reviewed by Counsel: _____

Exhibit F

<http://kcby.com/news/local/coos-county-sheriffs-office-turns-to-social-media-for-recruitment>

Coos County Sheriff's Office turns to social media for recruitment

by KCBY / Sept 13, 2016 -



(SBG photo/Jessica Waite)

COQUILLE, Ore. -- The Coos County Sheriff's Office has taken to social media in search of new recruits.

The office has created a [Facebook page](#) and recruitment video.

Officials say their short term goals include building up manpower that would help open up the jail facility to house a few more prisoners.

They say they are currently down about five positions.

Their long term goals depend heavily on the Jordan Cove Project.

Officials say if the plant is completed in the next couple years the sheriff's office may need up to 30 new employees.

"We've been shorthanded for quite some time and our ability to hire good employees has just been in the tank," explained Sgt. Pat Downing. "We're in this situation because the lack of money ... and that our budget has been very, very minimal compared to what we've had in years past."

Officials say they hope to reach a whole different group of people who rely on social media, especially younger prospects.

Jordan Cove officials supplemented the cost of the recruitment video.

http://theworldlink.com/news/local/crime-and-courts/sheriff-talks-jail-levy-staffing-drone-use-in-thursday-presser/article_91545d92-1600-5ae6-a0d8-5adc792db025.html

Sheriff talks jail levy, staffing, drone use in Thursday presser

Department hopes to recruit more deputies

SAPHARA HARRELL and JILLIAN WARD - The World

Sept 9, 2016

COQUILLE — Keeping more criminals in jail is the goal at the Coos County Sheriff's Office. On Sept. 9, Sheriff Craig Zanni held a press conference to discuss strategies to do just that, even if it means going after new taxes.

Zanni said he is trying to fill five open deputy positions in order to help staff the Coos County jail and increase the available occupancy from 49 to 98. Zanni said he is even exploring the possibility of a tax levy.

"This press conference was called because, at this time of year, it's a good time to start thinking about what services the government provides, because it impacts all of us," Zanni said, and referred back to 2015 when the department was required to reduce jail space due to staffing shortages. The jail is capable of holding 250 inmates, but due to lack of funding it can't run at full capacity. Not only that, but the department is struggling to fill what open positions it has.

"We've gained some staff, but lost them to other agencies for greater pay or retirement," Zanni said. "We're in competition with every other agency in the state, and the current forecast is that there will be a shortfall of 500 law enforcement positions in the next year throughout the state. With what's going on nationally, people think twice before they to go into law enforcement."

Zanni said the sheriff's office once advertised open positions in the newspaper, but has now turned to social media outlets like Facebook. To help encourage potential applicants, the Jordan Cove Energy Project funded something akin to an Army recruitment video featuring squad cars set against scenic backdrops while a deep-voiced narrator and theatrical trailer music play in the background.



Jordan Cove paid for the video, as well as training and overtime pay, as a way to help compensate for the potential crime increase that would enter the county if its project to build a liquefied natural gas export plant were ever approved. The company has given roughly \$300,000 to the sheriff's department to cover additional costs its project would incur, as well as new equipment.

One audience member suggested staffing corrections officers instead of patrol deputies, who cost the department more due to higher qualifications. Zanni explained that the department would rather hold all personnel to the higher standard than eventually pay someone who is less qualified the same amount later in their career.

Another audience member raised concern about what criminals do once they're let out of jail.

"I know some of these people at the Devereux Center who laugh because they will never have a job and know they aren't ever going to pay for anything," one man said. "It's all a joke to them. It seems we need chain gangs, maybe take these guys out instead of letting them sit on their butt in a jail cell and think they're in Mayberry."

The department used to take inmates on work release projects, but Zanni said the staffing levels now make that prohibitive.

Zanni also announced the addition of drones, which will help officers carry out search and rescue missions. The drones are especially helpful in inclement weather, because officers are able to operate the machines from the truck.

Zanni said the drone would've come in handy a few years ago when a Bandon woman with dementia went missing and officers weren't able to find her because the weather had turned bad. When the weather got better, Zanni and others went searching in the woods with a canine, but were blocked by a ten-foot ravine filled with water. The next week, Zanni said he went on the other side of the ravine and found the woman's body. He explained that if he had a drone at the time, they might've been able to find the woman before she died.

"If we were an NFL team, we'd be starting the season short," Zanni said. "We are very aware of the current state of crime in our area and are actively looking for a way to stop those activities. If we're able to obtain a levy to allow us to hire a sufficient amount of deputies to reopen the jail, it would create the ability to hold all suspects who may pose a danger to the community and help reduce crime rates and make criminals fully accountable by keeping them incarcerated. It would go a long way to make Coos County safer, as well as the surrounding areas."

Interested applicants can apply [here](#).

Reach Saphara Harrell at (541) 269-1222 ext. 239 or by email at saphara.harrell@theworldlink.com

http://theworldlink.com/news/local/jordan-cove-has-its-own-division-in-the-sheriff-s/article_fd7cddb2-fb52-527a-8f8d-d3507922c06a.html

Jordan Cove has its own division in the sheriff's office

Nicholas A. Johnson - The World

Mar 5, 2018



This is an aerial view of the North Spit, the proposed site for Jordan Cove pipeline.

Alex Derr | OSCC

COOS BAY — The Coos County Sheriff's Office plans to hire nine new employees starting in July to fill out its combined service unit with Jordan Cove LNG.

At preliminary budget hearings last week, the sheriff's office purposed its LNG division budget, which is just over \$3 million for the 2018-2019 fiscal year. The division is completely funded through Jordan Cove LNG, no county dollars are used to fund this combined service unit.

The combined service unit was approved well before Coos County Sheriff Craig Zanni was elected to his position. When he took office he agreed to continue to work with Jordan Cove to develop the LNG division.

“When I became sheriff they asked if I'd be willing to work with this program, and I told them I'm willing to provide security with law enforcement officers, I am not willing to give security people law enforcement powers,” Zanni said.

LNG division deputies, although funded by Jordan Cove LNG, will be employed by the Coos County Sheriff's Office.

“They will be paying for full-time deputies that part of their jobs will be providing the security around the facility out there since obviously it would be a high target area for terrorists or others,” Zanni said.

One of the everyday security responsibilities of the LNG division will be providing security for boats coming in or out of the facility.

“When they’re not doing that, they’ll be working on regular deputy jobs,” Zanni said.

Even though the Jordan Cove LNG facility has not yet been approved, finding qualified applicants and getting them trained does take a lot of time. According to Zanni, it could take between three and five years to get the LNG division fully staffed and trained.

If the facility is not approved most of those hired to the LNG division will lose their jobs, as the county can’t afford to pick up the cost of the eventual 20 to 25 LNG division deputies they hope to hire. Although it would be unfortunate for those deputies to have to find new work the sheriff is confident they will quickly find another job in law enforcement because they will have already been trained.

“When that facility opens we can’t start training them then. They have to be ready to do that task as soon as the facility opens. We foresee that if something should fall through, or this facility is not approved, both through attrition and availability of other jobs we wouldn’t end up with much of a liability if any,” Zanni said.

When the Jordan Cove LNG pipeline was purposed it was stated in its charter that if the project created an additional cost to Coos County, that company would have to pay for it.

“This is one of the ways that they’re making sure they aren’t increasing the cost for the county by having us respond to more call out there if they have threats or whatever. So they’re really just paying for it up front,” Zanni said.

The LNG division is not the only combined service unit the sheriff’s office has. Their Marine division is partially funded by the Oregon State Marine board. The Dunes division is partially funded through the United States Forest Service and the Oregon Department of Transportation.

“It’s also similar to our timber deputies who are partially paid through the private land owners to patrol forest areas,” Zanni said.

However, the LNG division is the only Coos County combined service unit that is completely funded by a private company.

Deputies who are part of the LNG division will receive all the training of normal deputies as well as advanced vessel operations.

According to Zanni, LNG division deputies will serve the community first, and public safety will not be sacrificed to meet the needs of Jordan Cove LNG.

“If they’re going to wear a sheriff’s uniform their first responsibility is still to the citizens of Coos County,” Zanni said.

Exhibit G

file

COOS COUNTY FILING COVER SHEET

TO:	Coos County Clerk's Office	Filed 10/08/2007
FROM:	Office of Legal Counsel	CA # 320

Please file the attached document in the selected category indicated in the box below using the following information:

<input type="checkbox"/>	Board of Commissioners	<input checked="" type="checkbox"/>	Contracts and Agreements
<input type="checkbox"/>	Special Districts	<input type="checkbox"/>	Vacation Proceedings
<input type="checkbox"/>	Registry of Offices	<input type="checkbox"/>	Demand for Just Compensation
<input type="checkbox"/>	Elections	<input type="checkbox"/>	

INDEXING INFORMATION

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Resolution # - - -

Order # - - -

First Party: **Jordan Cove Energy Project, LP**

Second Party: **Board of Commissioners**

SUBJECT OF ITEM BEING FILED: **Interruptible Transportation Agreement**
(Brief Description - minutes, contracts, etc.) **Note: Executed in Counterparts, so two copies of Agreement.**

DOCUMENT REMARKS: Interruptible Transportation Agreement
Purchase Agreement
(Natural Gas Pipeline Project)

MEETING DATE: (or date of document): BOC signed 8/31/07

INTERRUPTIBLE TRANSPORTATION

PURCHASE AGREEMENT

THIS INTERRUPTIBLE TRANSPORTATION PURCHASE AGREEMENT (this "Agreement"), is made and entered into this 31st day of August, 2007, by and between COOS COUNTY, OREGON, acting by and through its Board of Commissioners ("Coos County") and Jordan Cove Energy Project, LP, a Delaware Limited Partnership ("Jordan Cove").

RECITALS:

- A. Coos County owns and operates a natural gas pipeline;
- B. Jordan Cove desires to purchase prepaid interruptible transportation on the Coos County Pipeline at a rate of \$0.10 per MMBtu, escalated as set forth in this Agreement; and
- C. Coos County agrees to sell such prepaid interruptible transportation and to negotiate an interruptible transportation services agreement on the Pipeline with Jordan Cove, on the terms and conditions set forth in this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

"*Abandons all Efforts to Construct an LNG Facility*" means if and when Jordan Cove makes a final decision to cease all efforts to construct a Liquid Natural Gas ("LNG") facility within the boundaries of Coos County, Oregon, and withdraws all applications from the applicable governmental authorities seeking approval for such a facility or, if such applications have not yet been filed, notifying such governmental authorities that Jordan Cove has no intention of seeking such approval. The applicable government authorities shall include, but are not limited to, the Federal Energy Regulatory Commission ("FERC"), the Oregon Public Utility Commission, and the Coos County Planning Department.

"*Construction is Commenced*" means to begin on-site construction or on-site modifications, including site clearing, grading, dredging, or landfill.

"*Commercial Operation*" means the date an LNG facility in Coos County, Oregon receives its first shipment of liquefied natural gas for processing.

"*Effective Date*" means August 15, 2007.

PAGE 1 - INTERRUPTIBLE TRANSPORTATION PURCHASE AGREEMENT

Coos County
Jordan Cove

[Signature]
[Signature]

"Gas" shall mean any mixture of hydrocarbons or of hydrocarbons and non-combustible gases, in a gaseous state, consisting essentially of methane, and of merchantable pipeline quality in conformance with the quality specifications of the receiving pipelines and any other transporting pipelines.

"Interruptible Transportation" shall mean nonfirm transportation of gas on the Pipeline provided pursuant to an interruptible transportation services agreement to be negotiated between the parties in good faith at a later time and reflecting the primary commercial economic terms outlined herein. Coos County may curtail nonfirm service only to the extent necessary to meet transportation obligations to any shipper holding firm transportation rights at the time of curtailment.

"Interruptible Transportation Prepayments" shall have the meaning provided in Section 2.3 below.

"PCGP Interconnection" shall mean the proposed interconnection between the Pipeline and the FERC regulated Pacific Connector Gas Pipeline ("PCGP") that would allow natural gas originating from an LNG facility in Coos County to be delivered into the Pipeline.

"Pipeline" means the natural gas pipeline, running from an interconnection with the Williams Northwest Pipeline -- Grants Pass Lateral, in the vicinity of Roseburg, Oregon, to the Coos Bay City Gate meter station of Northwest Natural Gas Company in Coos Bay, Oregon.

"Prepay Period" shall commence on the Effective Date, and shall terminate at the earlier of (a) August 1, 2021 (except that such date will be extended, month for month, by the duration of any "Suspension", as this term is hereinafter defined); (b) the last day of the calendar month in which Jordan Cove Abandons all Efforts to Construct an LNG Facility within the boundaries of Coos County, Oregon; (c) the last day of the calendar month in which the Pipeline is subscribed for firm transportation of forty million standard cubic feet of natural gas per day flowing in any direction for a minimum consecutive period of twenty-four (24) months; or (d) termination pursuant to default by either party as provided in Sections 2.5 and 2.6 below.

"Prepurchase Rate" shall have the meaning provided in Section 2.1, below.

"Prepaid Interruptible Transportation" shall mean Interruptible Transportation purchased in advance at the rates set forth in this Agreement and redeemable during the Redemption Period as provided in this Agreement.

"Redemption Period" shall commence on the earlier of the Commercial Operation date or the termination of the Prepay Period and shall continue: (a) if commencing on the Commercial Operation date, for a period of twelve (12) years, terminating at 12:00 a.m. midnight on the twelfth anniversary date of the Commercial Operation date, or (b) if commencing on the termination of the Prepay Period, for a period of five (5) years, terminating at 12:00 a.m. midnight on the fifth anniversary of the termination of the Prepay Period.

"Suspension Period" means a decision by Jordan Cove to temporarily delay, for whatever reason, the date upon which Construction is Commenced, or, if construction has

PAGE 2 - INTERRUPTIBLE TRANSPORTATION PURCHASE AGREEMENT

Coos County JP MW Russ
Jordan Cove U

already commenced, to suspend such construction activity. Jordan Cove shall provide Coos County 30 day's written notice of its intent to invoke a Suspension Period specifying the reason and estimated duration of the Suspension Period. A Suspension Period may not start any earlier than the date upon which Jordan Cove receives its FERC certificate and shall end on the earlier of (a) the date that construction activity is actually resumed, (b) another event which terminates the Prepay Period as defined herein, or (c) the expiration of twenty-four (24) total cumulative months of time in suspension. During a Suspension Period Jordan Cove shall not be obligated to make the Interruptible Transportation Prepayments. However, Jordan Cove shall be allowed only two (2) Suspension Periods, and further, to qualify as a Suspension Period, the delay of construction activity must exceed three (3) months. The total cumulative time of both Suspension Periods shall not exceed twenty-four (24) months.

"Uncontrollable Event" means acts of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, terrorism, wars, blockages, insurrection, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, high water, washouts, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the necessity for making non-routine repairs, non-routine alterations to machinery or lines of pipe, freezing lines of pipe, acts of civil or military authority (including, but not limited to, courts, or administrative or regulatory agencies), and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming relief and which, by exercise of due diligence, that party is unable to prevent or overcome.

Uncontrollable Events shall not include, nor are exclusions limited to, scheduled and routine maintenance and repairs of machinery and lines of pipe, financial considerations, or the unavailability of upstream or downstream transportation or supply.

"Zone 1 Rate" means the FERC approved tariff charged by the Pacific Connector Gas Pipeline for the transport of natural gas from an LNG facility in Coos County, the receipt point, to the Williams Northwest Pipeline - Grants Pass Lateral interconnection near Roseburg, Oregon.

"PCGP Rate" means the rate charged by PCGP for the transport of natural gas from an LNG facility in Coos County, the receipt point, to the PCGP Interconnection, the delivery point.

ARTICLE II PREPAYMENT FOR INTERRUPTIBLE TRANSPORTATION

2.1 Grant of Interruptible Transportation. In consideration for the Interruptible Transportation Prepayments, Coos County hereby grants to Jordan Cove (a) the sole and exclusive right to construct and utilize the PCGP Interconnection and (b) to purchase Prepaid Interruptible Transportation at the Prepurchase Rate of One (1) MMBtu per ten cents (US\$.10) redeemable on an interruptible basis during the Redemption Period pursuant to the terms of a mutually agreeable transportation services agreement to be negotiated between the parties in good faith and on commercial reasonable terms at a later time. Starting on the 1st day of July following the date on which Construction is Commenced, and occurring annually thereafter on the anniversary of the Effective Date, the Prepurchase Rate shall be increased or decreased at a rate equal to the increase or decrease in the Consumer Price Index for All Urban Consumers (seasonally adjusted),

PAGE 3 - INTERRUPTIBLE TRANSPORTATION PURCHASE AGREEMENT

Coos County [Signature]
Jordan Cove [Signature]

published by the United States Department of Labor, Bureau of Labor Statistics for the immediately preceding twelve (12) month period.

2.2 Notwithstanding the escalation provisions outlined in Section 2.1 above, the Prepurchase Rate shall not be increased to a rate that exceeds the Zone 1 Rate minus the PCGP Rate minus .5 cents (PCGP Rate – Zone 3 Rate - \$.005).

2.3 Interruptible Transportation Prepayments. In consideration for Prepaid Interruptible Transportation, Jordan Cove shall pay Coos County the sum of \$200,000 upon execution of this Agreement, and shall pay an additional \$25,000 beginning on September 1, 2007 and then each month thereafter (except in the event of a Suspension in accordance with this Agreement), due on the first day of the month, until the termination of the Prepay Period. In addition, Jordan Cove shall pay Coos County an additional \$200,000 due if and when Construction is Commenced on an LNG facility within the boundaries of Coos County, Oregon. (The foregoing payments are referred to as the "Interruptible Transportation Prepayments").

2.4 Obligations of Coos County. Coos County agrees that as long as this Agreement is in effect, Coos County will not (a) sell, lease, dispose of, transfer or encumber any portion or all of the Pipeline to any person, firm or entity, without making such transfer or encumbrance subject to Jordan Cove's rights under this Agreement, or (b) provide the equivalent curtailable transportation services on the Pipeline for a rate that is less than the Prepurchase Rate then in effect with out the consent of Jordan Cove. Nothing in this Agreement shall prohibit, restrict, or limit the price and terms at which Coos County can provide transportations services subordinate to the services prepurchased under this Agreement.

2.5 Default by Coos County. Coos County shall be in default under this Agreement if Coos County fails to cure after thirty (30) days written notice form Jordan Cove that Coos County has failed to fulfill any of the Obligations in Section 2.4, above. In the event Coos County is in default under this Agreement, Jordan Cove shall have the right, after expiration of the above thirty (30) day notice period, to terminate this Agreement by providing written notice to Coos County. If Jordan Cove terminates this Agreement as a result of Coos County's default under this Agreement, Jordan Cove is relieved of any further obligation to make Interruptible Transportation Prepayments and Jordan Cove may seek damages for the reduction in the fair market value of the Agreement to Jordan Cove as a result of Coos County's failure to fulfill its obligations under Section 2.4, above.

2.6 Default by Jordan Cove. Jordan Cove shall be in default under this Agreement if Jordan Cove fails to cure after thirty (30) days written notice from Coos County that Jordan Cove has (a) failed to fulfill any payment obligation pursuant to the terms and conditions of this Agreement, or (b) failed to fulfill any other obligation hereunder. In the event that Jordan Cove is in default under this Agreement, Coos County shall have the right, after expiration of the above thirty (30) day notice period, to terminate this Agreement by providing written notice to Jordan Cove. If Coos County terminates this Agreement as a result of Jordan Cove's default, Coos County shall retain all prior payments that Jordan Cove has made to Coos County and all remaining payments through the end of the Prepay Period, adjusted for present value at a discount rate of four percent (4%) per year, shall immediately become due and payable.

PAGE 4 – INTERRUPTIBLE TRANSPORTATION PURCHASE AGREEMENT

Coos County P. M. KUB
Jordan Cove _____

2.7 Method of Redemption. Prior to the Commercial Operation date, Jordan Cove may commence negotiations with Coos County for the purpose of drafting and executing an interruptible transportation service agreement for the Interruptible Transportation of gas on the Pipeline. Jordan Cove may schedule the Interruptible Transportation of gas on the Pipeline pursuant to such interruptible transportation service agreement and Coos County shall deduct from Jordan Cove's prepurchased account by MMBtu for transportation services provided to Jordan Cove. The Interruptible Transportation Prepayments are made on a "take-or-pay" basis and any prepurchased Interruptible Transportation not redeemed during the Redemption Period shall revert to Coos County.

ARTICLE III
NOTICES

3.1 Notices. All notices, payments, consents or other communications between the parties given under or in relation to this Agreement shall be as directed below. Written notices shall be delivered by letter, facsimile or other mutually acceptable electronic means. Notice by facsimile, overnight mail, courier or hand delivery shall be deemed to have been received on the business day on which it was transmitted or hand delivered, unless transmitted or hand delivered after 5 p.m. local time at the receiving party's address, in which case it shall be deemed to have been received on the next business day. Notice by U.S. Mail shall be deemed to have been received upon arrival at the receiving parties address.

**Payments to Coos County:
Wire Transfers:**

Bank:	Umpqua Bank
Account Name:	Coos County Treasurer
Account Number:	22271034
ABA Routing Number:	123205054

Notices:

Coos County	Coos County Legal Counsel Coos County Courthouse 250 N. Baxter Coquille, OR 97423
Telephone:	(541) 396-3121 ext. 215
Facsimile:	(541) 396-3651

Jordan Cove Energy Project, LP
125 Central Avenue, Suite 380
Coos Bay, OR 97420
Attn: Robert L. Braddock, Project Manager
Telephone: (541) 266-7510
Facsimile: (541) 269-1475

Either party may change its address for notice purposes by written notice to that effect delivered to the other party in accordance with this Article.

ARTICLE IV
ASSIGNMENT

4.1 Assignment and Consent. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns; provided, however, neither party shall assign this Agreement without the prior consent of Coos County, which consent shall not be unreasonably withheld; provided, however, Jordan Cove may make assignments of this Agreement, and its rights hereunder, without the consent of Coos County for assignments or transfers to Affiliates of Jordan Cove or to Northwest Natural Gas Company.

ARTICLE V
GUARANTEE

5.1 Jordan Cove, or its assignee, shall provide a letter of credit from a bank acceptable to Coos County or other acceptable payment guarantee for the benefit of Coos County when Construction is Commenced in the amount of \$3,500,000.

ARTICLE VI
MISCELLANEOUS

6.1 Governing Law. The validity and interpretation of this Agreement shall be governed by the laws of the State of Oregon, without regard to choice of law principles. Coos County's rights and obligations pursuant to ORS 30.310 to ORS 30.400 are expressly preserved.

6.2 Choice of Form. Any dispute or claim by one party against another related in any way to this Agreement shall be initiated and maintained solely in the Circuit Court of Oregon for the County of Coos County unless otherwise required by law.

6.3 Waiver. The failure of any party hereto to exercise any right granted hereunder shall not impair nor be deemed a waiver of that party's privilege of exercising that right at any subsequent time or times.

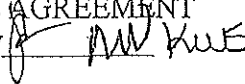
6.4 Entire Agreement. This Agreement is the entire agreement between the parties as to the prepayment of interruptible gas transportation services on the Pipeline, and there are no other contracts, oral or written, as to that subject matter, expressed or implied. This Agreement may be modified only in writing signed by both parties.

6.5 Subject to Applicable Law. This Agreement shall be subject to all applicable state, federal and local laws, rules and regulations, and the parties hereto shall be entitled to regard all those laws, rules and regulations as valid, and may act in accordance therewith until they may be invalidated by final judgment in a court of competent jurisdiction.

6.6 Time is of the Essence. Time is of the essence in all terms, provisions, covenants, and conditions contained in this Agreement.

PAGE 6 - INTERRUPTIBLE TRANSPORTATION PURCHASE AGREEMENT

Coos County
Jordan Cove



6.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by fax or by electronic transmission of a PDF file shall be effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

COOS COUNTY, OREGON
By: The Board of County
Commissioners of Coos County, Oregon

JORDAN COVE ENERGY PROJECT,
LLC

By: [Signature]
Name: John Griffith
Title: Commissioner
Date: 8/31/07

By: _____
Name: _____
Title: _____
Date: _____

By: [Signature]
Name: Nikki Whitty
Title: Commissioner
Date: 8/31/07

By: [Signature]
Name: Kevin Stufflebean
Title: Commissioner
Date: 8/31/07

which when taken together shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by fax or by electronic transmission of a PDF file shall be effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

COOS COUNTY, OREGON
By: The Board of County
Commissioners of Coos County, Oregon

JORDAN COVE ENERGY PROJECT,
~~LLC LP~~ *RLB*

By: _____
Name: John Griffith
Title: Commissioner
Date:

By: *Robert L. Braddock*
Name: ROBERT L. BRADDOCK
Title: VICE PRESIDENT
Date: AUGUST 31, 2007

By: _____
Name: Nikki Whitty
Title: Commissioner
Date:

By: _____
Name: Kevin Stufflebean
Title: Commissioner
Date:

Exhibit H

https://www.gjsentinel.com/news/western_colorado/geopolitical-case-for-jordan-cove/article_cd728716-b64a-11e8-9ed7-10604b9f7e7c.html

Geopolitical case for Jordan Cove

By DENNIS WEBB
Sept 12, 2018



[Print info](#)

Coos County Commissioner, John Sweet, far right, speaks during a meeting on the Jordan Cove project held at Colorado Mesa University on Tuesday, September 11, 2018.

Chancey Bush

Federal administration and elected officials in Grand Junction Tuesday touted not just the job benefits but the geopolitical case for liquefied natural gas export projects like Jordan Cove in Oregon, while an official for that project said space in it is being set aside for gas production from the Rockies.

Jordan Cove project supporters U.S. Sen. Cory Gardner and U.S. Rep. Scott Tipton, both Colorado Republicans, met at Colorado Mesa University in a roundtable discussion on the project that included Francis "Frank" Fannon, assistant secretary of the State Department for energy resources, and Joe Balash, assistant secretary of the Interior Department for land and minerals management. Also participating were local Jordan Cove boosters including county commissioners from Mesa,

Garfield and Rio Blanco counties, and a county commissioner from Coos County, Oregon, where the Jordan Cove project would be built.

"This project is amazing. Colorado gas has the opportunity to really fuel the world," Fannon said.

Balash said energy provides freedom to move and grow.

"That is something that we can export to our friends and allies," he said.

Gardner said Taiwan is closing down its nuclear power production and will need to find energy to replace it.

"We have an opportunity to provide geopolitical security to a great ally like Taiwan and to have those jobs being created here," he said.

He said Russia seeks to control and manipulate other countries that depend on its energy exports, and if the United States provides allies with energy to power their economies and save their sovereignty, "that's a pretty powerful tool."

Said Fannon, "Russians use their gas for power, they use their oil for money."

He said Lithuania was able to counter that power by developing an LNG import facility that forced Russia's Gazprom gas supplier to lower its prices.

Fannon said of Jordan Cove, "This project and this kind of work, I can't overstate the importance of the contribution to global energy security."

Stuart Taylor, senior vice president for marketing and new ventures for Jordan Cove LNG, which is part of Canada-based Pembina, said it was a "huge achievement" for Jordan Cove when the Federal Energy Regulatory Commission recently laid out a schedule under which it expects to decide on the project in late 2019. That would allow Jordan Cove to stick to its planned schedule for beginning to ship gas in 2024, when the global demand for LNG is expected to begin exceeding supply, he said.

"We've had great success. There will continue to be regulatory challenges. We need all the support we can get at the state level, at the federal level, in order to keep progressing," he said.

Said Tipton, "Somebody will supply the (LNG) product. Why not us, why not here?"

He said gas can be supplied in an environmental fashion by Colorado producers.

"Nobody will do it better, nobody will do it more responsibly than we will right here," he said.

Jordan Cove is being touted by backers of Western Slope natural gas production as a likely new and long-term outlet for locally produced gas, although it also is expected to get gas from other sources as well, including Canada.

On Tuesday, Taylor said Jordan Cove plans to specifically hold space in the project for Rockies producers.

That space currently may amount to about 75 million to 150 million cubic feet a day, which Taylor acknowledged doesn't sound like a lot in the context of a project that could initially ship 1.3 billion cubic feet a day. But he explained that what's being envisioned is an opportunity within that reserved space for Rockies producers to specifically receive Asian prices for gas, which even after the costs of liquefying and shipping the gas would mean a considerably higher profit margin compared to selling gas on the open market.

"We're excited to work with the Colorado producers," Taylor said.

As for the initial Rockies gas volume envisioned under such an arrangement, "We'd like to start there and see where we go," he said.

Meanwhile, Jordan Cove more generally should help support western United States gas prices by providing a major new outlet for gas, and Taylor said it also could help replace what's expected to be a shrinking California market.

Diane Schwenke, president and chief executive officer of the Grand Junction Area Chamber of Commerce, said one of the things that most excites her about Jordan Cove is the potential for it to provide 20-year contracts for gas producers, providing stability for not just those companies but the many small businesses they support. Businesses want consistency and a level playing field for future investment, she said.

"From our standpoint that is huge," she said.

Mesa County Commissioner Rose Pugliese said stabilization of the energy industry also helps allow for diversifying the economy, such as by investing in infrastructure that benefits things such as tourism and recreation.

"It opens us up to a lot more opportunities," she said.

Quint Shear, a board member and past president of the West Slope Colorado Oil and Gas Association, said the industry has the production capacity and has made the investments that could help meet the needs of a project like Jordan Cove. He noted the benefits that industry provides to small manufacturers, machine shops, welders and other companies that provide services to it.

Coos County Commissioner John Sweet said the project would be vital for his county, which has struggled for decades with the slowdown in the logging industry, and would benefit from the high-paying jobs and big boost to the property tax base. He said the county currently is struggling badly enough financially it has a hard time keeping its jail open.

While timber and lumber products are still a big part of the economy, "We need another leg to our economic stool and this will help provide that," he said.

Sweet's visit to Colorado this week was to include a stop at a local drilling rig site Tuesday as he works to learn more about natural gas production. While he strongly favors the Jordan Cove project, he said a vocal minority opposes it, in part due to the lack of oil and gas drilling in Oregon and the fears about its impacts that can result.

"I think it's important to be able to respond to the concerns and allegations," he said in explaining his desire to learn more about the industry himself.

Balash used Tuesday's event to tout efforts by the Trump administration to reduce regulatory and bureaucratic hurdles to oil and gas development, such as by imposing deadlines and even page-count limits when it comes to environmental reviews and the documents associated with them.

"We're starting to see some real results there," he said.

Taylor said regulatory certainty is important to Jordan Cove as well.

"I can't tell you enough the cloud of doubt that hangs over this project, and it hurts from a competition perspective. Our competitors use the doubt against us," he said.

He said the market wavers as well, with LNG buyers prone to look elsewhere if they worry about Jordan Cove's prospects in the regulatory process.

And Pembina's own board also looks for certainty about the potential for success for the Jordan Cove project, which is currently costing some \$10 million a month in permitting and other expenses.

Meanwhile, observers from Balash to Gardner worry about what Colorado voters might decide on this fall's ballot, which includes a measure that would require 2,500-foot setbacks between drilling and homes and vulnerable areas such as streams, lakes, parks and open space. The industry and its supporters say the measure could largely shut down drilling in Colorado.

Balash said he thinks there needs to be more consideration about the "moral argument why our energy is important."

"I think that's an element to the conversation that may be missing around here," he said.

Gardner said if energy production is stopped, "The same people who are worried about Russians taking over are going to take away one of the most powerful tools we have in diplomacy to counter Russia."

Exhibit I

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Account Summary



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Account Summary Information for the year 2018

	Amount
Contributions	
Cash Contributions	\$99,910.00
Loans Received (non-exempt)	\$0.00
In-Kind	\$340.00
Total Contributions	\$100,250.00
Expenditures	
Cash Expenditures	\$94,035.95
Loan Payments (non-exempt)	\$0.00
In-Kind	\$340.00
Total Expenditures	\$94,375.95
Cash Balance	
Beginning Balance (Previous Year)	\$76.37
Total Contributions	\$100,250.00
Other Receipts	\$0.00
Loans Received (exempt)	\$0.00
subtotal :	\$100,326.37
Total Expenditures	\$94,375.95
Other Disbursements	\$0.00
Loan Payments (exempt)	\$0.00
subtotal :	\$94,375.95
Balance Adjustments	\$0.00
Ending Cash Balance	\$5,950.42
Financial Status	
Cash Balance	\$5,950.42
Accounts Receivable	\$0.00
subtotal :	\$5,950.42
Total Outstanding Loans	\$600.00
Outstanding Personal Expenditures	\$5,453.07
Accounts Payable	\$0.00
subtotal :	\$6,053.07
Balance Deficit	(\$102.65)

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A		B		C		D		E		F		G	
Tran Id	Tran Date	Filer	Contributor/Payee	Sub Type	Amount	Aggregate							
1													
2	3027857	10/16/2018	Committee to Elect John Sweet	New Media Northwest	Cash Expenditure	4995	65782.58						
3	3027915	10/16/2018	Committee to Elect John Sweet	New Media Northwest	Cash Expenditure	4995	65782.58						
4	3027916	10/16/2018	Committee to Elect John Sweet	Jordan Cove LNG	Cash Contribution	10000	50000						
5	3027917	10/16/2018	Committee to Elect John Sweet	New Media Northwest	Cash Expenditure	7500	65782.58						
6	3024462	10/15/2018	Committee to Elect John Sweet	Miscellaneous Cash Contributions \$100 and under	Cash Contribution	510	0						
7	3024502	10/15/2018	Committee to Elect John Sweet	Elizabeth Johnson	Cash Contribution	500	500						
8	3024516	10/15/2018	Committee to Elect John Sweet	Coos County Alliance for Progress	Cash Contribution	1000	2000						
9	3024532	10/15/2018	Committee to Elect John Sweet	Kirk A. Day	Cash Contribution	250	250						
10	3024551	10/15/2018	Committee to Elect John Sweet	Elizabeth S. Day	Cash Contribution	250	250						
11	3024606	10/15/2018	Committee to Elect John Sweet	Caspar W Sharples	Cash Contribution	100	200						
12	3024661	10/15/2018	Committee to Elect John Sweet	Madge Osborn	Cash Contribution	250	250						
13	3024687	10/15/2018	Committee to Elect John Sweet	Xandra T McKeown	Cash Contribution	300	450						
14	3024735	10/15/2018	Committee to Elect John Sweet	Claudia J Slack	Cash Contribution	125	125						
15	3024780	10/15/2018	Committee to Elect John Sweet	Joseph A Slack	Cash Contribution	125	125						
16	3024862	10/15/2018	Committee to Elect John Sweet	John Knutson	Cash Contribution	100	200						
17	3024863	10/15/2018	Committee to Elect John Sweet	Judy Knutson	Cash Contribution	100	200						
18	3024864	10/15/2018	Committee to Elect John Sweet	Phil Marler	Cash Contribution	250	250						
19	3024870	10/15/2018	Committee to Elect John Sweet	John Whitty	Cash Contribution	100	625						
20	3024871	10/15/2018	Committee to Elect John Sweet	New Media Northwest	Cash Expenditure	7500	48292.58						
21	3024872	10/15/2018	Committee to Elect John Sweet	New Media Northwest	Cash Expenditure	300	48292.58						
22	3011854	10/10/2018	Committee to Elect John Sweet	John Briggs	Cash Contribution	100	200						
23	3011857	10/10/2018	Committee to Elect John Sweet	Oregon Coast Electrical PAC (16073)	Cash Contribution	1000	1500						
24	3011863	10/10/2018	Committee to Elect John Sweet	BnT Promotional Products	Cash Expenditure	1894.06	7976.5						
25	3011875	10/10/2018	Committee to Elect John Sweet	New Media Northwest	Cash Expenditure	4995	40492.58						
26	3011878	10/10/2018	Committee to Elect John Sweet	New Media Northwest	Cash Expenditure	5000	40492.58						
27	3011883	10/10/2018	Committee to Elect John Sweet	New Media Northwest	Cash Expenditure	300	40492.58						
28	3011903	10/10/2018	Committee to Elect John Sweet	KDCQ	Cash Expenditure	300	1800						
29	3011906	10/10/2018	Committee to Elect John Sweet	Farr's True Value	Personal Expenditure for Reimbursement	39.9	213.15						
30	3011912	10/10/2018	Committee to Elect John Sweet	Miscellaneous Personal Expenditures \$100 and under	Personal Expenditure for Reimbursement	11.99	0						
31	3012499	10/10/2018	Committee to Elect John Sweet	Jordan Cove LNG	Cash Contribution	10000	40000						
32	3000320	10/04/2018	Committee to Elect John Sweet	Miscellaneous Cash Contributions \$100 and under	Cash Contribution	100	0						
33	3000326	10/04/2018	Committee to Elect John Sweet	Roseburg Forest Product Co.	Cash Contribution	5000	6000						
34	3000334	10/04/2018	Committee to Elect John Sweet	KDCQ	Cash Expenditure	750	1500						
35	3000335	10/04/2018	Committee to Elect John Sweet	New Media Northwest	Cash Expenditure	2750	30197.58						
36	3000336	10/04/2018	Committee to Elect John Sweet	New Media Northwest	Cash Expenditure	2735.5	30197.58						
37	3000393	10/04/2018	Committee to Elect John Sweet	PacWest Drone Services	Cash Expenditure	425	5925						
38	2993184	10/02/2018	Committee to Elect John Sweet	Jordan Cove LNG	Cash Contribution	10000	30000						
39	2989356	10/01/2018	Committee to Elect John Sweet	New Media Northwest	Cash Expenditure	7286.98	24712.08						
40	2989500	10/01/2018	Committee to Elect John Sweet	Builders First Source	Cash Expenditure	90.29	224.98						
41	2989541	10/01/2018	Committee to Elect John Sweet	Roger Straus	Cash Contribution	125	125						
42	2989549	10/01/2018	Committee to Elect John Sweet	Anita Straus	Cash Contribution	100	200						
43	2989554	10/01/2018	Committee to Elect John Sweet	Rae Seeley	Cash Contribution	100	0						
44	2989555	10/01/2018	Committee to Elect John Sweet	Miscellaneous Cash Contributions \$100 and under	Cash Contribution	240	240						
45	2990377	10/01/2018	Committee to Elect John Sweet	Tim Self	Cash Expenditure	3620.78	17425.1						
46	2983465	09/28/2018	Committee to Elect John Sweet	New Media Northwest	Cash Expenditure	2500	17425.1						
47	2983483	09/28/2018	Committee to Elect John Sweet	BnT Promotional Products	Cash Expenditure	970	6082.44						
48	2983490	09/28/2018	Committee to Elect John Sweet	BnT Promotional Products	In-Kind Contribution	340	590						
49	2983496	09/28/2018	Committee to Elect John Sweet	Yellow Cab Taxi Co.	Cash Contribution	5000	5000						
50	2983505	09/28/2018	Committee to Elect John Sweet	Lone Rock Timber Management Co.	Cash Contribution	500	500						
51	2976228	09/25/2018	Committee to Elect John Sweet	Terrain Tamers Chip Hauling, Inc.	Cash Contribution	200	200						
52	2976242	09/25/2018	Committee to Elect John Sweet	Madison Village LLC	Cash Contribution	500	750						
53	2976247	09/25/2018	Committee to Elect John Sweet	Coos Pacific Sand LLC (dba Box Car Hill Campground	Cash Contribution	500	750						

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John Sweet Page 2

	A	B	C	D	E	F	G
54	2973303	09/24/2018	Committee to Elect John Sweet	Walmart	Personal Expenditure for Reimbursement	46.36	506.81
55	2973325	09/24/2018	Committee to Elect John Sweet	Bi-Mart	Personal Expenditure for Reimbursement	126.7	126.7
56	2973344	09/24/2018	Committee to Elect John Sweet	Coos County Alliance for Progress	Cash Contribution	1000	1000
57	2973363	09/24/2018	Committee to Elect John Sweet	Southport Forest Products, LLC	Cash Contribution	5000	5000
58	2973815	09/24/2018	Committee to Elect John Sweet	Miscellaneous Cash Contributions \$100 and under	Cash Contribution	800	0
59	2973818	09/24/2018	Committee to Elect John Sweet	Jerry Brodie	Cash Contribution	150	150
60	2973823	09/24/2018	Committee to Elect John Sweet	Cathy Brodie	Cash Contribution	150	150
61	2974409	09/24/2018	Committee to Elect John Sweet	John Whitty	Cash Contribution	5000	5000
62	2965836	09/19/2018	Committee to Elect John Sweet	Sause Bros.	Cash Contribution	50	0
63	2965838	09/19/2018	Committee to Elect John Sweet	Miscellaneous Cash Contributions \$100 and under	Cash Contribution	1000	2000
64	2965839	09/19/2018	Committee to Elect John Sweet	AI Peirce Co., LLC	Cash Contribution	50	150
65	2965844	09/19/2018	Committee to Elect John Sweet	Healthy Community Initiative	Cash Expenditure	40	11304.32
66	2965858	09/19/2018	Committee to Elect John Sweet	New Media Northwest	Cash Expenditure	1800	5500
67	2965875	09/19/2018	Committee to Elect John Sweet	PacWest Drone Services	Cash Expenditure	3700	5500
68	2965880	09/19/2018	Committee to Elect John Sweet	PacWest Drone Services	Cash Expenditure	12.49	173.25
69	2965916	09/19/2018	Committee to Elect John Sweet	Farr's True Value	Personal Expenditure for Reimbursement	292.68	0
70	2965918	09/19/2018	Committee to Elect John Sweet	Miscellaneous Personal Expenditures \$100 and under	Personal Expenditure for Reimbursement	139.78	173.25
71	2965946	09/19/2018	Committee to Elect John Sweet	Farr's True Value	Personal Expenditure for Reimbursement	87.77	460.45
72	2965963	09/19/2018	Committee to Elect John Sweet	Walmart	Cash Expenditure	1420.12	5112.44
73	2955778	09/12/2018	Committee to Elect John Sweet	BnT Promotional Products	Cash Expenditure	669.32	11264.32
74	2955789	09/12/2018	Committee to Elect John Sweet	New Media Northwest	Cash Expenditure	750	750
75	2955802	09/12/2018	Committee to Elect John Sweet	KDCQ	Personal Expenditure for Reimbursement	17.82	372.68
76	2955815	09/12/2018	Committee to Elect John Sweet	Walmart	Cash Contribution	500	500
77	2948442	09/06/2018	Committee to Elect John Sweet	Jacques P DePlois	Cash Expenditure	2500	10595
78	2948484	09/06/2018	Committee to Elect John Sweet	New Media Northwest	Cash Expenditure	495	495
79	2948541	09/06/2018	Committee to Elect John Sweet	Emily Burke	Personal Expenditure for Reimbursement	292.76	292.76
80	2948556	09/06/2018	Committee to Elect John Sweet	Rite Aid	Personal Expenditure for Reimbursement	122.16	354.86
81	2948563	09/06/2018	Committee to Elect John Sweet	Walmart	Cash Expenditure	715	3692.32
82	2970129	09/06/2018	Committee to Elect John Sweet	BnT Promotional Products	Cash Expenditure	450	8095
83	2937289	08/30/2018	Committee to Elect John Sweet	New Media Northwest	Cash Expenditure	1450	8095
84	2937290	08/30/2018	Committee to Elect John Sweet	New Media Northwest	Cash Contribution	150	375
85	2937314	08/30/2018	Committee to Elect John Sweet	John Whitty	Cash Contribution	150	275
86	2937315	08/30/2018	Committee to Elect John Sweet	Teri Whitty	Cash Expenditure	220	2977.32
87	2933287	08/28/2018	Committee to Elect John Sweet	BnT Promotional Products	Cash Expenditure	100	0
88	2933310	08/28/2018	Committee to Elect John Sweet	Miscellaneous Cash Expenditures \$100 and under	Cash Expenditure	500	500
89	2933320	08/28/2018	Committee to Elect John Sweet	Amanda Elise Photography	Cash Expenditure	600	600
90	2933357	08/24/2018	Committee to Elect John Sweet	Oregon Elections Division	Cash Contribution	10000	20000
91	2945990	08/17/2018	Committee to Elect John Sweet	Jordan Cove LNG	Cash Expenditure	1195	6195
92	2933282	08/17/2018	Committee to Elect John Sweet	New Media Northwest	Cash Contribution	10000	10000
93	2945989	08/17/2018	Committee to Elect John Sweet	Jordan Cove LNG	Cash Expenditure	2500	5000
94	2914707	08/10/2018	Committee to Elect John Sweet	New Media Northwest	Cash Expenditure	125	0
95	2914709	08/10/2018	Committee to Elect John Sweet	Miscellaneous Cash Expenditures \$100 and under	Cash Contribution	500	500
96	2903240	07/31/2018	Committee to Elect John Sweet	Richard Vigue	Personal Expenditure for Reimbursement	117.22	134.69
97	2903244	07/31/2018	Committee to Elect John Sweet	Builders First Source	Personal Expenditure for Reimbursement	17.47	134.69
98	2903245	07/31/2018	Committee to Elect John Sweet	Builders First Source	Personal Expenditure for Reimbursement	105.14	0
99	2903247	07/31/2018	Committee to Elect John Sweet	Miscellaneous Personal Expenditures \$100 and under	Personal Expenditure for Reimbursement	95.6	232.7
100	2903250	07/31/2018	Committee to Elect John Sweet	Walmart	Cash Expenditure	358.9	2757.32
101	2903277	07/31/2018	Committee to Elect John Sweet	BnT Promotional Products	Cash Contribution	200	200
102	2888736	07/11/2018	Committee to Elect John Sweet	Gordon Joelson	Cash Contribution	100	0
103	2888768	07/11/2018	Committee to Elect John Sweet	Miscellaneous Cash Contributions \$100 and under	Cash Contribution	300	300
104	2888806	07/11/2018	Committee to Elect John Sweet	Coos County Fair	Cash Expenditure	2500	2500
105	2888822	07/11/2018	Committee to Elect John Sweet	New Media Northwest	Cash Expenditure	175.33	175.33
106	2888835	07/11/2018	Committee to Elect John Sweet	Wegfers' Printing & Publications	Cash Expenditure		

Oregon Secretary of State ORESTAR Oct 22, 2018
John Sweet Page 3

	A	B	C	D	E	F	G
107	2888849	07/11/2018	Committee to Elect John Sweet	Miscellaneous Personal Expenditures \$100 and under	Personal Expenditure for Reimbursement	63.36	0
108	2888873	07/11/2018	Committee to Elect John Sweet	Walimart	Personal Expenditure for Reimbursement	62.86	137.1
109	2861943	06/10/2018	Committee to Elect John Sweet	Cocuille Valley Sentinel Newspaper	Cash Expenditure	270	270
110	2861945	06/10/2018	Committee to Elect John Sweet	Miscellaneous Personal Expenditures \$100 and under	Personal Expenditure for Reimbursement	198.98	0
111	2861946	06/10/2018	Committee to Elect John Sweet	Costco	Personal Expenditure for Reimbursement	134.88	134.88
112	2865482	06/01/2018	Committee to Elect John Sweet	Thomas McAndrew	Cash Contribution	200	200
113	2855485	06/01/2018	Committee to Elect John Sweet	Black Market Gourmet	Cash Expenditure	1800	1800
114	2846615	05/16/2018	Committee to Elect John Sweet	Roseburg Forest Product Co.	Cash Contribution	1000	1000
115	2846617	05/16/2018	Committee to Elect John Sweet	Miscellaneous Cash Contributions \$100 and under	Cash Contribution	50	0
116	2835791	05/08/2018	Committee to Elect John Sweet	K Dock Station	Cash Expenditure	390	1390
117	2835795	05/08/2018	Committee to Elect John Sweet	BiCoastal Media	Cash Expenditure	772	3208.5
118	2835796	05/08/2018	Committee to Elect John Sweet	K-Light Inc.	Cash Expenditure	196	761
119	2834493	05/07/2018	Committee to Elect John Sweet	Oregon Coast Electrical PAC (16073)	Cash Contribution	500	500
120	2834499	05/07/2018	Committee to Elect John Sweet	Oregon Laborers Political Action Committee (16480)	Cash Contribution	1000	1000
121	2834523	05/07/2018	Committee to Elect John Sweet	BnT Promotional Products	Cash Expenditure	461.64	2398.42
122	2834555	05/07/2018	Committee to Elect John Sweet	BnT Promotional Products	Cash Expenditure	659.64	2398.42
123	2823998	04/30/2018	Committee to Elect John Sweet	Pamela Plummer	Cash Contribution	250	250
124	2824012	04/30/2018	Committee to Elect John Sweet	Barry K Winters	Cash Contribution	200	200
125	2824013	04/30/2018	Committee to Elect John Sweet	Miscellaneous Cash Contributions \$100 and under	Cash Contribution	100	0
126	2824014	04/30/2018	Committee to Elect John Sweet	Lynda Ellingsen	Cash Contribution	250	250
127	2824015	04/30/2018	Committee to Elect John Sweet	Edwin Ellingsen	Cash Contribution	250	250
128	2824024	04/30/2018	Committee to Elect John Sweet	D.ennis C Beeham	Cash Contribution	1000	1000
129	2824031	04/30/2018	Committee to Elect John Sweet	Cocuille Indian Tribe	Cash Contribution	2500	2500
130	2824039	04/30/2018	Committee to Elect John Sweet	BnT Promotional Products	Cash Expenditure	65	1277.14
131	2822084	04/27/2018	Committee to Elect John Sweet	K-Dock	Cash Expenditure	1317.25	1317.25
132	2822085	04/27/2018	Committee to Elect John Sweet	BiCoastal Media	Cash Expenditure	2436.5	2436.5
133	2822095	04/27/2018	Committee to Elect John Sweet	K-Light Inc.	Cash Expenditure	565	565
134	2822098	04/27/2018	Committee to Elect John Sweet	K Dock Station	Cash Expenditure	1000	1000
135	2822099	04/27/2018	Committee to Elect John Sweet	The World Newspaper	Cash Expenditure	649.5	649.5
136	2822100	04/27/2018	Committee to Elect John Sweet	Myrtle Point Heard	Cash Expenditure	280	280
137	2822113	04/27/2018	Committee to Elect John Sweet	BnT Promotional Products	Cash Expenditure	273.5	1212.14
138	2822117	04/27/2018	Committee to Elect John Sweet	Miscellaneous Personal Expenditures \$100 and under	Personal Expenditure for Reimbursement	200	0
139	2822118	04/27/2018	Committee to Elect John Sweet	Mike Levin	Personal Expenditure for Reimbursement	150	150
140	2818300	04/24/2018	Committee to Elect John Sweet	Sally J. Prouty	Cash Contribution	200	200
141	2818307	04/24/2018	Committee to Elect John Sweet	Michael A Gordon	Cash Contribution	500	500
142	2818311	04/24/2018	Committee to Elect John Sweet	Jon A. Barton	Cash Contribution	200	200
143	2818314	04/24/2018	Committee to Elect John Sweet	David Kronsteiner	Cash Contribution	300	300
144	2818324	04/24/2018	Committee to Elect John Sweet	Miscellaneous Cash Contributions \$100 and under	Cash Contribution	300	0
145	2818336	04/24/2018	Committee to Elect John Sweet	BnT Promotional Products	Cash Expenditure	390	938.64
146	2818342	04/24/2018	Committee to Elect John Sweet	Miscellaneous Cash Expenditures \$100 and under	Cash Expenditure	100	0
147	2818897	04/18/2018	Committee to Elect John Sweet	Yellow Cab Taxi Co.	Cash Contribution	250	250
148	2811111	04/17/2018	Committee to Elect John Sweet	Rubicon PAC (18756)	Cash Contribution	2500	2500
149	2811112	04/17/2018	Committee to Elect John Sweet	Daniel Bunn	Cash Contribution	500	500
150	2811113	04/17/2018	Committee to Elect John Sweet	Georgia L. Bunn	Cash Contribution	500	500
151	2811123	04/17/2018	Committee to Elect John Sweet	Tower Motor Company	Cash Contribution	200	200
152	2811124	04/17/2018	Committee to Elect John Sweet	Miscellaneous Cash Contributions \$100 and under	Cash Contribution	1650	0
153	2811344	04/17/2018	Committee to Elect John Sweet	Beth Goergen	Cash Contribution	200	200
154	2811356	04/17/2018	Committee to Elect John Sweet	John Whitty	Cash Contribution	100	225
155	2811428	04/17/2018	Committee to Elect John Sweet	Xandra T McKeown	Cash Contribution	150	150
156	2811453	04/17/2018	Committee to Elect John Sweet	Joseph B McKeown	Cash Contribution	150	150
157	2811492	04/17/2018	Committee to Elect John Sweet	Blair Holman	Cash Contribution	125	125
158	2811507	04/17/2018	Committee to Elect John Sweet	Ginny Tabor	Cash Contribution	125	125
159	2811584	04/17/2018	Committee to Elect John Sweet	David Oelke	Cash Contribution	150	150

Oregon Secretary of State ORESTAR Oct 22, 2018
John Sweet Page 4

	A	B	C	D	E	F	G
160	2811592	04/17/2018	Committee to Elect John Sweet	Carol Oelke	Cash Contribution	150	150
161	2809219	04/16/2018	Committee to Elect John Sweet	Joseph J. Kearns	Cash Contribution	250	250
162	2809222	04/16/2018	Committee to Elect John Sweet	Cocs Pacific Sand LLC (dba Box Car Hill Campground)	Cash Contribution	250	250
163	2809236	04/16/2018	Committee to Elect John Sweet	Miscellaneous Cash Contributions \$100 and under	Cash Contribution	300	0
164	2804500	04/11/2018	Committee to Elect John Sweet	Al Peirce Co., LLC	Cash Contribution	1000	1000
165	2804501	04/11/2018	Committee to Elect John Sweet	Miscellaneous Cash Contributions \$100 and under	Cash Contribution	100	0
166	2804566	04/11/2018	Committee to Elect John Sweet	Miscellaneous Cash Expenditures \$100 and under	Cash Expenditure	100	0
167	2804570	04/11/2018	Committee to Elect John Sweet	BnT Promotional Products	Cash Expenditure	548.64	548.64
168	2804493	04/02/2018	Committee to Elect John Sweet	Moore Mill Company	Cash Contribution	500	500
169	2803482	03/22/2018	Committee to Elect John Sweet	BnT Promotional Products	Account Payable	548.64	548.64
170	2783495	03/19/2018	Committee to Elect John Sweet	John Whitty	Cash Contribution	125	125
171	2783496	03/19/2018	Committee to Elect John Sweet	Teri Whitty	Cash Contribution	125	125
172	2783493	03/13/2018	Committee to Elect John Sweet	Miscellaneous Accounts Payable \$100 and under	Account Payable	100	0
173	2783453	03/05/2018	Committee to Elect John Sweet	Secretary of State	Personal Expenditure for Reimbursement	600	600
174	2783457	03/05/2018	Committee to Elect John Sweet	Miscellaneous Personal Expenditures \$100 and under	Personal Expenditure for Reimbursement	55	0
175	2783447	11/09/2017	Committee to Elect John Sweet	John W Sweet	Loan Received (Non-Exempt)	100	100
176	2783452	11/08/2017	Committee to Elect John Sweet	Miscellaneous Cash Expenditures \$100 and under	Cash Expenditure	50	0
177	1939123	12/08/2014	Committee to Elect John Sweet	John W Sweet	Loan Received (Non-Exempt)	100	400
178	1939140	12/08/2014	Committee to Elect John Sweet	Myrtle Point Herald	Cash Expenditure	1200	1200
179	1939150	12/08/2014	Committee to Elect John Sweet	Coquille Valley Sentinel Newspaper	Cash Expenditure	540	540
180	1933106	12/01/2014	Committee to Elect John Sweet	Roseburg Forest Product Co.	Cash Contribution	1000	2000
181	1933110	12/01/2014	Committee to Elect John Sweet	Miscellaneous Cash Contributions \$100 and under	Cash Contribution	100	0
182	1912955	11/07/2014	Committee to Elect John Sweet	PACWEST	Cash Expenditure	2000	12350.3
183	1912956	11/07/2014	Committee to Elect John Sweet	PACWEST	Personal Expenditure for Reimbursement	733	12350.3
184	1910617	11/04/2014	Committee to Elect John Sweet	PACWEST	Cash Expenditure	1367.3	9617.3
185	1900215	10/29/2014	Committee to Elect John Sweet	BnT Promotional Products	Cash Expenditure	1270	7727.21
186	1900217	10/29/2014	Committee to Elect John Sweet	Miscellaneous Cash Contributions \$100 and under	Cash Contribution	100	0
187	1889118	10/23/2014	Committee to Elect John Sweet	The World Newspaper	Cash Expenditure	1655.07	2439.47
188	1889120	10/23/2014	Committee to Elect John Sweet	The World Newspaper	Cash Expenditure	784.4	2439.47
189	1889122	10/23/2014	Committee to Elect John Sweet	John W Sweet	Loan Payment (Non-Exempt)	1000	3734.94
190	1889116	10/22/2014	Committee to Elect John Sweet	Coalition for a Healthy Oregon PAC (15808)	Cash Contribution	5000	10000
191	1889117	10/22/2014	Committee to Elect John Sweet	Coos County Alliance for Progress	Cash Contribution	2000	2000
192	1877414	10/20/2014	Committee to Elect John Sweet	HGE, Inc.	Cash Contribution	200	200
193	1877420	10/20/2014	Committee to Elect John Sweet	Stephen Kridelbaugh	Cash Contribution	100	200
194	1877461	10/20/2014	Committee to Elect John Sweet	Little Caesars Pizza	Cash Contribution	200	200
195	1877485	10/20/2014	Committee to Elect John Sweet	Jim Vick Auto Sales	Cash Contribution	250	250
196	1877497	10/20/2014	Committee to Elect John Sweet	Miscellaneous Cash Contributions \$100 and under	Cash Contribution	1370	0
197	1877503	10/20/2014	Committee to Elect John Sweet	South Coast Shopper	Cash Expenditure	1135	1135
198	1877509	10/20/2014	Committee to Elect John Sweet	PACWEST	Cash Expenditure	8250	8250
199	1877538	10/20/2014	Committee to Elect John Sweet	BnT Promotional Products	Cash Expenditure	36	6457.21
200	1877545	10/20/2014	Committee to Elect John Sweet	John W Sweet	Cash Expenditure	166.19	2734.94
201	1877552	10/20/2014	Committee to Elect John Sweet	Miscellaneous Personal Expenditures \$100 and under	Personal Expenditure for Reimbursement	166.19	0
202	1878049	10/20/2014	Committee to Elect John Sweet	John W Sweet	Loan Received (Non-Exempt)	1000	1300
203	1868217	10/14/2014	Committee to Elect John Sweet	John Briggs	Cash Contribution	200	200
204	1868235	10/14/2014	Committee to Elect John Sweet	Coquille Indian Tribe	Cash Contribution	1000	1500
205	1868236	10/14/2014	Committee to Elect John Sweet	Miscellaneous Cash Contributions \$100 and under	Cash Contribution	250	0
206	1855687	10/06/2014	Committee to Elect John Sweet	Southport Forest Products, LLC	Cash Contribution	1500	1500
207	1855708	10/06/2014	Committee to Elect John Sweet	Ann O. Lansing	Cash Contribution	250	375
208	1855718	10/06/2014	Committee to Elect John Sweet	William Lansing	Cash Contribution	250	375
209	1855731	10/06/2014	Committee to Elect John Sweet	Wilbur L. Jensen	Cash Contribution	125	125
210	1855740	10/06/2014	Committee to Elect John Sweet	Judy L. Jensen	Cash Contribution	125	125
211	1855857	10/06/2014	Committee to Elect John Sweet	BnT Promotional Products	Cash Expenditure	889.07	6421.21
212	1855895	10/06/2014	Committee to Elect John Sweet	Gold Star Communications	Cash Expenditure	498	498

Exhibit J



October 4, 2017

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: Jordan Cove Energy Project L.P. – Docket No. CP17-495-000
Supplemental Information

Dear Ms. Bose:

On September 21, 2017, Jordan Cove Energy Project L.P. (“JCEP”) filed an application pursuant to Section 3(a) of the Natural Gas Act (“NGA”), as amended,¹ and Parts 153 and 380 of the regulations of the Federal Energy Regulatory Commission (“Commission”),² for authorization to site, construct, and operate certain liquefied natural gas facilities. In the application, JCEP notified the Commission that its parent, Veresen Inc., had announced that it would be acquired by Pembina Pipeline Corporation (“Pembina”), a Canadian corporation, and that the closing was scheduled for the third or fourth quarter of 2017. Pembina is a publicly-traded corporation, listed on the New York Stock Exchange and the Toronto Stock Exchange, and a leading transportation and midstream service provider that has been active in the energy industry for over 60 years.

On October 2, 2017, Pembina acquired 100 percent of the outstanding shares of Veresen Inc. and JCEP is now a wholly owned subsidiary of Pembina. To reflect the closing of this transaction, enclosed please find a revised Exhibit B to the application and a revised Form of Notice to reflect this supplement, as necessary.

Should you have any questions, please contact me at rose.haddon@jordancovelng.com or (866) 227-9249.

Sincerely,

/s/ Rose Haddon
Rose Haddon
Director, Regulatory Affairs
Jordan Cove Energy Project L.P.
Pacific Connector Gas Pipeline, LP

cc: John Peconom (FERC)

¹ 15 U.S.C. § 717b(a)(2012).

² 18 C.F.R. Pts. 153 and 380 (2017).

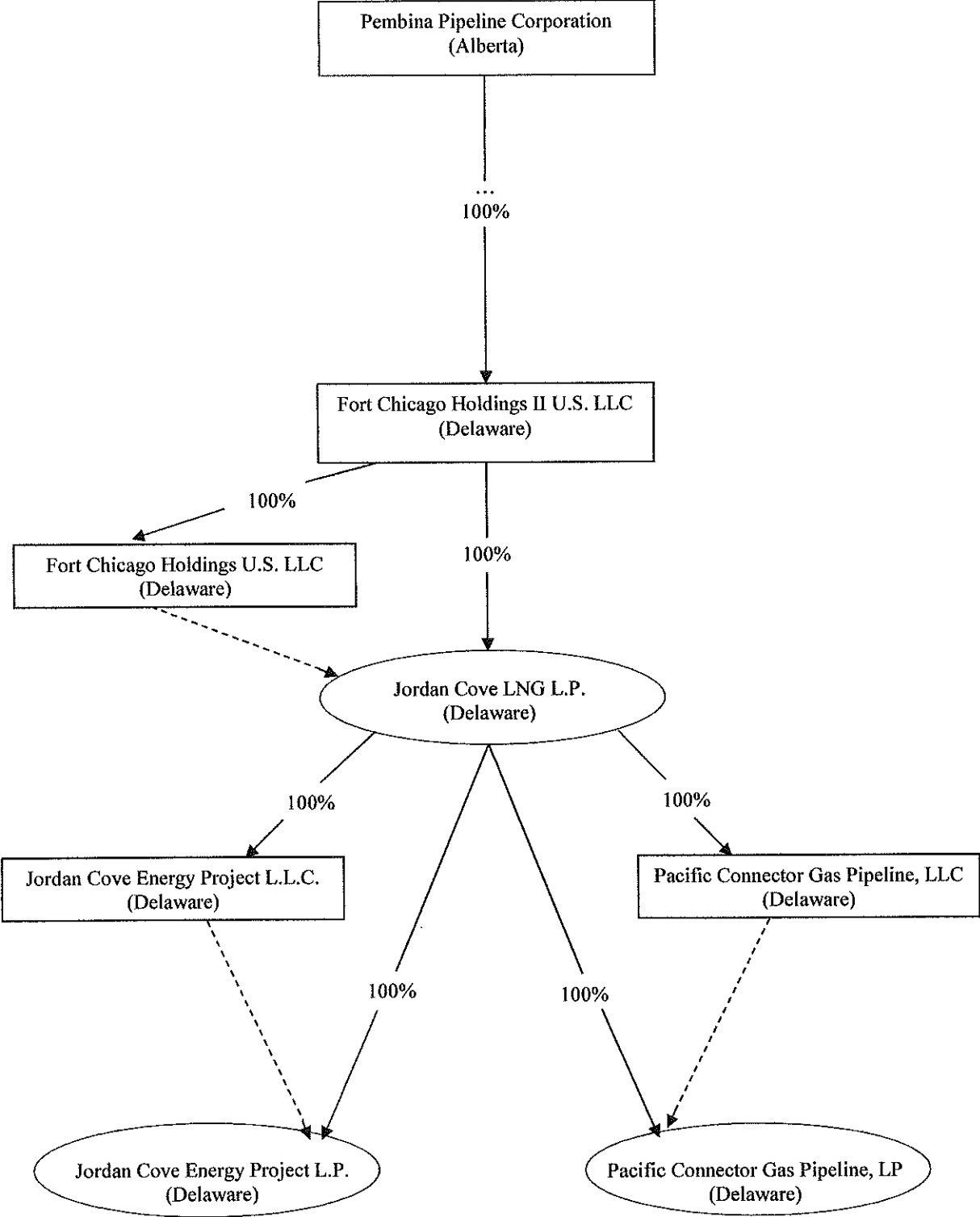
Explanation of Financial and Corporate Relationships

Jordan Cove Energy Project L.P. (“JCEP”) is a Delaware limited partnership with a primary place of business located at 5615 Kirby, Suite 500, Houston, Texas 77005. Jordan Cove Energy Project L.P. is a wholly-owned subsidiary of Jordan Cove LNG L.P. The ultimate parent of JCEP is Pembina Pipeline Corporation (“Pembina”), an Alberta corporation. Pembina is a publicly-traded corporation listed on the New York Stock Exchange and the Toronto Stock Exchange. Please see the attached organizational chart which details the corporate subsidiaries and affiliates of JCEP.

JCEP is also affiliated with Pacific Connector Gas Pipeline, LP. Like JCEP, PCGP is a subsidiary of Jordan Cove LNG L.P., and the ultimate parent of PCGP is Pembina.

JORDAN COVE ENERGY PROJECT

OWNERSHIP DIAGRAM



CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding.

Dated at Washington, DC, this 4th day of October, 2017.

/s/ Victoria R. Galvez
Victoria R. Galvez

HOME

OREGON SECRETARY OF STATE
Corporation Division

business information center **business name search** oregon business guide

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uniform commercial code uniform commercial code search documents & data services

Business Name Search

Business Entity Names returned for:

Name: JORDAN COVE

Using: Exact Words in Any Word Order

For Active and Inactive businesses.

[New Search](#) [Printer Friendly](#)

10-13-2018

18:29

Record No	Entity Type	Entity Status	Registry Number	Name Status	Name	Assoc Search
1	DNP	INA	368133-92	CUR	JORDAN COVE ENERGY GROUP	
2	ABN	INA	235475-99	CUR	JORDAN COVE ENERGY PROJECT	
3	FLLC	ACT	307633-95	CUR	JORDAN COVE ENERGY PROJECT L.L.C.	Search
4	FLP	ACT	307661-90	CUR	JORDAN COVE ENERGY PROJECT L.P.	
5	FLP	ACT	307661-90	CUR	JORDAN COVE ENERGY PROJECT L.P. LIMITED PARTNERSHIP, A LIMITED PARTNERSHIP OF DELAWARE	
6	FLP	ACT	965168-94	CUR	JORDAN COVE LNG L.P.	Search
7	FLLC	ACT	1048559-94	CUR	JORDAN COVE LNG LLC A LIMITED LIABILITY COMPANY OF DELAWARE	

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AMENDED ANNUAL REPORT



Corporation Division
www.filinginoregon.com

E-FILED
Oct 04, 2018
OREGON SECRETARY OF STATE

REGISTRY NUMBER

30763395

REGISTRATION DATE

08/25/2005

BUSINESS NAME

JORDAN COVE ENERGY PROJECT L.L.C.

BUSINESS ACTIVITY

DEVELOPMENT OF LIQUEFIED NATURAL GAS FACILITIES

MAILING ADDRESS

111 SW 5TH AVE STE 1100
PORTLAND OR 97204 USA

TYPE

FOREIGN LIMITED LIABILITY COMPANY

PRIMARY PLACE OF BUSINESS

111 SW 5TH AVE STE 1100
PORTLAND OR 97204 USA

JURISDICTION

DELAWARE

REGISTERED AGENT

329227 - C T CORPORATION SYSTEM

780 COMMERCIAL ST SE STE 100
SALEM OR 97301 USA

If the Registered Agent has changed, the new agent has consented to the appointment.

MEMBER

96516894 - JORDAN COVE LNG L.P.

111 SW 5TH AVE STE 1100
PORTLAND OR 97204 USA



I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, managers, members or agents of the limited liability company on behalf of which the person signs. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE

NAME

KELLY SWANEK

TITLE

AUTHORIZED AGENT

DATE SIGNED

10-04-2018

AMENDED ANNUAL REPORT



Corporation Division
www.filinginoregon.com

E-FILED
Oct 04, 2018
OREGON SECRETARY OF STATE

REGISTRY NUMBER

30766190

REGISTRATION DATE

08/25/2005

BUSINESS NAME

JORDAN COVE ENERGY PROJECT L.P. LIMITED PARTNERSHIP, A LIMITED PARTNERSHIP OF DELAWARE

BUSINESS ACTIVITY

DEVELOPMENT OF LIQUEFIED NATURAL GAS FACILITIES

MAILING ADDRESS

111 SW 5TH AVE STE 1100
PORTLAND OR 97204 USA

TYPE

FOREIGN LIMITED PARTNERSHIP

PRIMARY PLACE OF BUSINESS

111 SW 5TH AVE STE 1100
PORTLAND OR 97204 USA

JURISDICTION

DELAWARE

REGISTERED AGENT

329227 - C T CORPORATION SYSTEM

780 COMMERCIAL ST SE STE 100
SALEM OR 97301 USA

If the Registered Agent has changed, the new agent has consented to the appointment.

GENERAL PARTNER

30763395 - JORDAN COVE ENERGY PROJECT L.L.C.

111 SW 5TH AVE STE 1100
PORTLAND OR 97204 USA



I declare as an authorized signer, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE

NAME

KELLY SWANEK

TITLE

AUTHORIZED AGENT

DATE SIGNED

10-04-2018

AMENDED ANNUAL REPORT



Corporation Division
www.filinginoregon.com

E-FILED
Oct 04, 2018
OREGON SECRETARY OF STATE

REGISTRY NUMBER

30766190

REGISTRATION DATE

08/25/2005

BUSINESS NAME

JORDAN COVE ENERGY PROJECT L.P. LIMITED PARTNERSHIP, A LIMITED PARTNERSHIP OF DELAWARE

BUSINESS ACTIVITY

DEVELOPMENT OF LIQUEFIED NATURAL GAS FACILITIES

MAILING ADDRESS

111 SW 5TH AVE STE 1100
PORTLAND OR 97204 USA

TYPE

FOREIGN LIMITED PARTNERSHIP

PRIMARY PLACE OF BUSINESS

111 SW 5TH AVE STE 1100
PORTLAND OR 97204 USA

JURISDICTION

DELAWARE

REGISTERED AGENT

329227 - C T CORPORATION SYSTEM
780 COMMERCIAL ST SE STE 100
SALEM OR 97301 USA

If the Registered Agent has changed, the new agent has consented to the appointment.

GENERAL PARTNER

30763395 - JORDAN COVE ENERGY PROJECT L.L.C.
111 SW 5TH AVE STE 1100
PORTLAND OR 97204 USA



I declare as an authorized signer, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE

NAME

KELLY SWANEK

TITLE

AUTHORIZED AGENT

DATE SIGNED

10-04-2018

AMENDED ANNUAL REPORT



Corporation Division
www.filinginoregon.com

E-FILED
Oct 04, 2018
OREGON SECRETARY OF STATE

REGISTRY NUMBER

96516894

REGISTRATION DATE

09/18/2013

BUSINESS NAME

JORDAN COVE LNG L.P.

BUSINESS ACTIVITY

DEVELOPMENT OF LIQUEFIED NATURAL GAS FACILITIES

MAILING ADDRESS

111 SW 5TH AVE STE 1100
PORTLAND OR 97204 USA

TYPE

FOREIGN LIMITED PARTNERSHIP

PRIMARY PLACE OF BUSINESS

111 SW 5TH AVE STE 1100
PORTLAND OR 97204 USA

JURISDICTION

DELAWARE

REGISTERED AGENT

329227 - C T CORPORATION SYSTEM

780 COMMERCIAL ST SE STE 100
SALEM OR 97301 USA

If the Registered Agent has changed, the new agent has consented to the appointment.

GENERAL PARTNER

FORT CHICAGO HOLDING U.S. LLC

5615 KIRBY DR STE 500
HOUSTON TX 77005 USA



I declare as an authorized signer, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE

NAME

KELLY SWANEK

TITLE

AUTHORIZED AGENT

DATE SIGNED

10-04-2018



Corporation/Limited Liability Company - Information Change

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 www.oregon.gov/business - Phone: (503) 986-2200 Fax: (503) 378-4381

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

OCT 10 2018

REGISTRY NUMBER: 104855994

ENTITY TYPE: DOMESTIC FOREIGN

OREGON SECRETARY OF STATE

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

For office use only

1. NAME OF CORPORATION OR LIMITED LIABILITY COMPANY:

Jordan Cove LNG LLC A Limited Liability company of Delaware

2. BUSINESS ACTIVITY

Complete only the sections that you are updating.

6. ADDRESS WHERE THE DIVISION MAY MAIL NOTICES:

111 SW 5th Ave STE 1100

Portland OR 97204 USA

3. PRINCIPAL PLACE OF BUSINESS: (Street Address)

111 SW 5th Ave STE 1100

Portland OR 97204 USA

7. THE NEW REGISTERED AGENT HAS CONSENTED TO THIS APPOINTMENT.

8. THE STREET ADDRESS OF THE NEW REGISTERED OFFICE AND THE BUSINESS ADDRESS OF THE REGISTERED AGENT ARE IDENTICAL.

The entity has been notified in writing of this change.

4. THE REGISTERED AGENT HAS BEEN CHANGED TO:

5. REGISTERED AGENT'S PUBLICLY AVAILABLE ADDRESS:

Must be an Oregon Street Address, which is identical to the registered agent's office.

9. INDIVIDUAL WITH DIRECT KNOWLEDGE (Names and Addresses)

List the name and address of at least one individual who is a director, or controlling shareholder of the corporation (member or manager of the LLC) or an authorized representative with direct knowledge of the operations and business activities of the corporation or LLC.

10. NAME(S) AND ADDRESS(ES) OF CORPORATE OFFICERS OR LLC MEMBERS/MANAGERS

Corporations list the name and address of one President and one Secretary (ORS 60.787, ORS 65.787, ORS 62.455, ORS 554.315). Limited Liability Companies list the name and addresses of the managers for a manager-managed limited liability company or the name and address of at least one member for a member-managed limited liability company (ORS 69.787). Please attach a separate sheet of paper if needed. If making changes to this section, list all current names and addresses. This replaces what is currently on the record.

PRESIDENT OR OWNER(S) (MEMBERS): (Names and Addresses)

Pembina U.S. Corporation

5615 Kirby Drive, Suite 500

Houston, TX 77004

SECRETARY OR MANAGER(S): (Names and Addresses)

11. EXECUTION: I declare as an authorized signer, under penalty of perjury, that this document does not fraudulently conceal, obscure, alter, or otherwise misrepresent the identity of any person including officers, directors, employees, members, managers or agents. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

SIGNATURE:

[Handwritten Signature]

PRINTED NAME:

C.S. Scherman
VP, General Counsel
& Corporate Secretary

TITLE:

CONTACT NAME: (To resolve questions with this filing)

Kelly Swanek

PHONE NUMBER: (Include area code)

403-817-7114

JORDAN COVE LNG LLC A LIMITED L



104855994-19407729

AAR

Search program.

Exhibit K

IN THE COURT OF APPEALS FOR THE STATE OF OREGON

JODY MCCAFFREE,
Petitioner,

v.

COOS COUNTY
Respondent.

Land Use Board of Appeals
2018132

A171439

PETITIONER'S OPENING BRIEF AND EXCERPT OF RECORD

EXPEDITED PROCEEDINGS UNDER ORS 197.850

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Attorney for Coos County

July 2019

STATEMENT OF THE CASE

A. Nature of the Proceedings

Petitioner appeals Coos County Ordinance No. 18-09-009PL which adopts legislative text amendments to its land use development ordinances (LDO) including: 1) amendments to LDO section 5.2.600 which were intended to change its implementation of OAR 660-033-140 (initially adopted in 1992) (limiting extensions of conditional use permits on resource lands based upon substantive criteria requiring the permit holder to state the reason for the delay and demonstrate that they were not responsible for the reason for the delay); and 2) amendments to LDO sections 5.0.250 and 5.0.900 related to the implementation of ORS 197.723 and 724 (2011) (allowing an applicant for an industrial use located in a regionally significant industrial area to request an expedited review but only if certain circumstances do not exist). See appendix 1 which provides comparison of the provisions.

In adopting amendments to the LDO the county exceeded its jurisdiction, misconstrued the applicable law, and committed procedural error and thus, LUBA's decision affirming the county's decision is unlawful in substance. LUBA erred when it affirmed the county's adoption of implementing land use regulations which are inconsistent with the state law they purport to implement. And, LUBA

erred when it affirmed the county's failure to follow state legal requirements requiring notice to the Department of Land Conservation and Development (DLCD). The adopted version of the amendment to LDO 5.6.200, purporting to implement OAR 660-033-140, differs significantly from the notice provided to DLCD pursuant to ORS 197.610 (requiring local governments to provide the text of proposed changes to its land use regulations prior to adopting the change) that the notice did not reasonably describe the proposed amendments.

1. The County Initiated Amendment Proceedings in February 2018 - The Citizen Involvement Part - But the Amendments Did Not Include the Amendments at Issue.¹

The Coos County's Planning Director (director) presented forty-one pages of the land use code, some of which contained proposed amendments in a packet to the Coos County Citizens Advisory Committee at a meeting on February 14, 2018. Those proposed amendments did not include the amendment to LDO 5.2.600 or the provisions related to the regionally significant industrial zones, among many others. R-Ex-SLR 1099-1143, *passim*.

Thereafter, several packets of code provisions with some amendments but

¹ Citations to the LUBA record are designated "R;" citations to the county record which is an exhibit to the LUBA record are designated "R-Ex-LR" which is the local record dated 11/16/18, and R-Ex-SLR which is the supplemental local record dated March 3, 2019. As understood there are no significant disputes as to the relevant facts.

not amendments to LDOs 5.2.600, 5.0.250 or 5.0.900 were published: 1) one hundred-three pages of the code, labeled "March 1, 2018" were presented to the planning commission on March 1, 2018 (R-Ex-SLR 991-1098); 2) one-hundred-sixty-eight pages labeled "April Planning Commission" and was discussed at an April 5, 2018, planning commission meeting (albeit the audio discussion references to page numbers differ from the document in the record); 3) an unlabelled version of one hundred sixty-one pages was identified as part of a packet prepared for a Board of Commissioners work meeting scheduled for April 24, 2018, that was cancelled, albeit it appears the board reviewed that version at a meeting on June 14, 2018 (R-Ex-SLR 653-814, 302-304); 4) a further version of the amendments containing one-hundred-sixty six pages was prepared for the planning commission's May 3rd meeting - and was labeled "May 3, 2018 " (R-Ex-SLR 475-641, 644); 5) a packet of the code provisions was made for a citizens advisory committee meeting on May 9, 2018, which was labeled "May 9, 2018 packet for CAC" consisting of about one hundred forty-five pages, which was not considered formally because a quorum of the committee did not convene (R-Ex-SLR 309-474, 306).

2. The Relevant LDOs Were Presented for the First Time to the Planning Commission in July 2018

The first time the relevant amendments to the LDOs are published are in an

unlabeled packet prepared for a July 5, 2018, planning commission meeting. R-Ex-SLR 219-301. This packet for the first time also includes many amendments to chapter 6 of the LDO.

Regarding the amendments related to RSIA's, LDO 5.0.250 and 5.0.900, they are remarkable only by what they do not state related to the statute they implement. See Appendix 1, page 3. The provisions were amended to include all development in the RSIA's to be subject to expedited land division procedures by exempting them from notice and decision time-lines land use regulations applicable to other procedures and making them subject to new provision 5.12 which is a verbatim adoption of ORS 197.365 (although the code provision incorrectly states that it is a quote of ORS 197.360). ER 120.

Regarding the amendment to LDO 5.2.600, it showed the intent to strike the entirety of the 2017 version LDO which specifically adopted OAR 660-033-140 and quoted it and then the amendment restates some of the rule without referencing the rule or stating that the rule is quoted in the LDO. ER 2. It then deemed all such decisions to be ministerial and to deem any reason an applicant gives for the delay to be sufficient for granting an extension.

At that planning commission meeting, the director stated that the LDO 5.2.600 amendment was based upon an administrative rule and a recent LUBA

case from Douglas County that held that resource zone conditional use extensions were not land use decisions. The director stated that because the decisions are not land use decisions, the county could exercise no discretion when determining whether an applicant for a permit extensions complied with the criteria requiring the applicant to state the reason for the delay and to demonstrate that the delay was not the applicant's fault.

This was the reason the director added the language:

Subsection (3) of this rule prevents the county from exercising judgment that could be interpreted as a land use decision described in ORS 197. 015. Therefore, any reason stated by an applicant is [a] reasonable [basis] to conclude that an applicant was unable to begin or continue development during the approval period.

ER 2; July 5, recording at 1:29-1:31.

When a planning commissioner asked if it was possible that the LCDC rule did not, in fact, intend - simply by saying the decision was not a land use decision - to limit the county's ability to exercise discretion, the director stated "no." She explained that county counsel told her the county may not exercise any discretion. In fact, she stated that any reason the applicant gives will be deemed sufficient even if it's "off-the-wall," so long as the applicant does not state that it had done nothing during the prior approval period. July 5 recording at 1:30 - 1:31:24.

The proposal also added subsection 3, deeming all such decisions not to be

“land use decisions” and to be “ministerial decisions,” requiring no notice or opportunity for appeal. ER 2.

3. Subsequent Versions of the Amendments From August to October 2018

Every subsequent version of the amendments included the two provisions related to the regionally significant industrial areas which were unchanged from the amendment published in July.

But that was not the case with the amendment to LDO 5.2.600. Every subsequent published version of the amendment contained additional and different concessions to permit holders which limited the county’s authority to deny an extension. The evolution began with two different versions being published on August 2, 2018.

One of the August 2nd versions was labeled “August 2, 2018 Planning Commission Draft” considered at a meeting of the planning commission on that date. R-Ex-SLR 102-205, 100-101. The amendment to LDO 5.2.600 in that version no longer proposed to add the sentences set out above but added this sentence instead which remained until the final passage:

Coos County has and will continue to accept reasons for which the applicant was not responsible as, but limited too, financial hardship, death or owner, transfer of property, unable to complete conditions of approval and projects that require additional permits.

ER 7. But the amendment also demonstrated an intent to strike out the language proposing to deem all such decisions ministerial and instead leaves in the language from the rule (and the 2017 version of the LDO) stating that such approvals are “administrative decisions” but not land use decisions. ER 7.

For the first time the county also proposed to make all residential conditional uses perpetual - no longer subject to any expiration. The amendment also added ambiguous language that states that changes to criteria in special development considerations and overlays do not “void” the original authorization but that permit holders may have to submit additional applications to ensure “all land use criteria has been addressed,” ostensibly referring to future amendments requiring new or additional special development or overlay zone criteria. ER 7; R-Ex-SLR 100. No other provision of the code was proposed or proposed for amendment to provide guidance or direction for those future applications.

- a. **The Second August 2nd Version - The Proposed Amendment Submitted to DLCD pursuant to ORS 197.610 - Was Not considered at the August 2nd Planning Commission Meeting nor was it what was published before the “First Reading of the Ordinance in September.”**

DLCD did not get the version of the extension LDO amendment considered by the planning commission on August 2, 2018. A different version was published to the Department of Land Conservation and Development (DLCD) that same day

- August 2, 2018. SR 1-96. That version returns to the formatting of the 2017 LDO, stating that it is adopting and quoting the relevant rule, OAR 660-033-0140. *Id.* It removes the language deeming such decisions to be administrative decisions (also part of the 2017 LDO) and adds the language deeming the decisions not to be land use decisions and to be ministerial decisions. It also adds the sentences proposed in the August 2 Planning Commission Draft set out above. ER 13.

The DLCD version does not contain the provisions stating that residential conditional uses do not expire, and, in fact, it leaves in verbatim subsection 3 of the LCDC rule that had been marked as to be stricken in several prior versions. ER 12-14. It does not include the provision stating that new overlay criteria do not “void” the permit but may require future applications.

Finally, two additional versions were published in August, one labeled “August 10, 2018 draft” (R-Ex-R 406-510) and one labeled “August 23, 2018 draft.” R-Ex-R 293-405. See ER 15-20. The August 10th draft was published with a notice of a planning commission hearing set for September 16, 2018. R-Ex-R 283, 286, 511. The planning commission lacked a quorum at that meeting but proceeded to conduct a public hearing after purportedly being designated for the first agenda item as hearings officers under the code. R-Ex-R 283.

b. The Planning Commission’s “First Reading” of the Ordinance

At the commencement of the second agenda item related to the amendments at that September 16, 2018 hearing, the director announced that she would read the proposed ordinance by title and then read the number of the ordinance. R-Ex-R 286. The record does not include any prior notice of the ordinance number that was read, nor does it appear that there was a copy of the proposed ordinance before the planning commission on that date. Only what was proposed to become the exhibit (the actual LDO amendments) to the ordinance was apparently before the planning commission.

Whatever version of the amendments was considered at that meeting, however, was not a settled final version as it still presented an “option” for the less-than-quorum-planning-commissioner-hearings-officers to adopt as the director pointed out on page eighty-one. September 16, audio recording at 23:-23:34. ER 17; R-Ex-R 478 (page 82 of August 10 draft highlighted language was read)). The August 23rd version does not contain the language the director read at the hearing. ER 16-20, *passim*. According to the discussion at the hearing, both the amendment related to the perpetual unexpiring permits for residential uses and the provision determining that extra future possible applications for such were in the version considered at the meeting. 9/16 audio recording at 26:25. The hearings-officers approved them and determined that no formal “amendment” to the proposal was

necessary because they were presented in the packet. *Id.*

c. Board of Commissioners Hearing, the “Second Reading”

Next the Board of Commissioners conducted a hearing on October 2, 2018, at which time it adopted the ordinance leading to this appeal. The minutes reflect that the August 23 draft was considered at that hearing. R 131. At the commencement of the hearing, the director assured the commissioners that the amendments before it had been considered by the citizens advisory committee and planning commission. R 131. Nevertheless, the August 23rd proposal contained additional, new discretion-limiting language to the LDO 5.2.600 criteria. Regarding the not-responsible-for-the-reason-for-the-delay criteria standard of the LCDC rule, the county decided its code provision should state:

Coos County has and will continue to accept reasons for which the applicant was not responsible as, but limited too, financial hardship, death or owner, transfer of property, unable to complete conditions of approval and projects that require additional permits. It is beyond the local authority to question another agencies [sic.] process and how an applicant may or may not have been responsible to complete that process, the fact that a condition of approval has not been fulfilled because it requires another agencies [sic.] approval is a reason enough to consider the application [sic.] is not responsible.

ER 22-23. It also now contained a footnote - footnote 3 - adopting further limitations on the decision-maker’s discretion - by temporally limiting the considerations and adopting a standard that any challenge outside of that period

must be rejected as a collateral attack on the prior permit or extension decision.²

ER 23. This language had not been considered or adopted by the planning commission at any of its meetings, including the first reading of the ordinance.

The August 23, 2018 proposal also proposed new language regarding that new criteria does not void a permit and may require future applications. It now stated:

Changes or amendments to areas subject to natural hazards do not void the original authorization for a use or uses, as they do not determine if a use can or cannot be sited, but how it can be sited with the least amount of risk possible. Overlays and Special Development Considerations may have to be addressed to ensure the use can be sited with an acceptable level risk as established by Coos County.

ER 23.

Petitioner participated in the hearing before the Board of Commissioners and complained that she had not received the individualized notice she had previously

² Footnote 3 states:

The approval period is the time period the original application was valid or the extension is valid. If multiple extensions have been filed the decision maker may only consider the time period that the current extension is valid. Prior approval periods shall not be considered. For example, if this is the third extension request up for review the information provided during the period within last extension time frame shall be considered and not the overall time the application has been approved. This prevents a collateral attack on the original authorization.

ER 22.

requested on numerous occasions. She and others asked the board to allow for additional time to comment on the proposed amendments. The Board sought assurances from staff that proper notice was given and the proceedings were accessible. Staff could not say whether petitioner, as an interested party, received an individualized notice. (10/2 audio 1:16:27)

Nevertheless, petitioner in her five minutes before the Board, was able to raise objections to the adoption of the amendments proposed to LDO 5.2.600 to the extent that they varied from the state rule, including the reference to the decision being ministerial. R-Ex-R 135-36.

During the hearing portion while taking testimony, the board determined to strike the provision deeming the extension decisions to be a ministerial decision. R-Ex-R 137. After the testimony and during deliberations, the board determined not to allow additional time for comments on the proposed amendments. The decision to move forward with the adoption was based upon commissioner Cribbins' finding that "the Citizen Advisory has reviewed it, Planning Commission has reviewed and the Board of Commissioner has reviewed it multiple times" and that she was "reluctant to tell people we have been working on this for a year and staff is going to have to spend more time and money to cover another two-month

delay.”³ R-Ex-R 141. The ordinance declared an emergency.

The version of the amendments attached to the ordinance was not changed, however to exclude the reference to the “ministerial” decisions. It states:

3) Approval of an extension granted under this rule is a ministerial decision, is not a land use decision as described in ORS 197.015 and is not subject to appeal as a land use decision.

ER 23.

Petitioner sought LUBA review.

B. Nature of the Judgment

LUBA upheld the county’s findings and decisions.

1. Petitioner’s challenge to LDO 5.2.600

Petitioner challenged the adoption of the amendments to LDO 5.2.600

because: 1) it is inconsistent with the LCDC rule it purported to implement because it deems the decisions to be ministerial and because it adopted a blanket rule that if an applicant states that it was unable to complete something necessary to initiate

³ Commissioner Melissa Cribbins’ resolution of the request for additional time was based upon a misunderstanding about what, if anything that was before the Board, was reviewed by the CAC because staff did not make it clear:

I guess for me, where I am at is the Citizens Advisory Council has reviewed this three times. The Planning Commission has reviewed it 4 times, this is the second time the Board of Commissioners has reviewed it.

(10/2 recording at 1:18:58).

construction, the applicant was not responsible for the delay and eligible for an extension (ORS 197.829(1)(d)); 2) it exceeded the county's authority because neither the county nor LCDC has authority to legislate an exception to the statutory definition of "land use decision," and 3) it is inconsistent with the county's comprehensive plan because both the blanket rule that a permit holder is not responsible for the delay as long as they are doing something and the new rule that residential permits are perpetual abdicate the counties planning responsibilities as set out in its comprehensive plan; and 4) for the same reasons, the amendment was inconsistent with statewide land use goal 2.

In rejecting petitioner's arguments about the LDO 5.2.600's inconsistency with the rule's statement that such decisions are administrative decisions, LUBA found that the county's amendments were intended to implement the LCDC rule and noted that the LCDC rule states that such extension decisions are "administrative." ER 171. Yet, LUBA found that LCDC does not define "administrative decision." *Id.* And then, LUBA rejected petitioner's argument that the LCDC rule "administrative decision" term means that the decision is subject to a post-decision de novo review hearing similar to the procedure for permits under ORS 215.416 and as "administrative decisions" are defined in the county's LDO. ER 172. LUBA held, without explanation, that "LCDC intended to make

Exhibit L

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BEFORE THE LAND USE BOARD OF APPEALS
OF THE STATE OF OREGON

JODY MCCAFFREE,

Petitioner,

LUBA No. 2018-132

vs.

COOS COUNTY,

PETITIONER'S SUPPLEMENTAL
MEMORANDUM REGARDING
RECORD OBJECTIONS

Respondent

Petitioner, Jody McCaffree, through counsel submits this supplemental memorandum regarding record objections to advise the Board of the parties' agreements and the remaining issue to be resolved.

A. Resolved Objections

As a result of the parties informal attempts to resolve record issues, the County has agreed to include in a Supplemental Record the following documents:

1. documents relevant to the first reading of the Ordinance on September 6, 2018, (agenda, minutes, public participation sign in sheets (if any where public comment was allowed) and documents placed before the decision-maker related to the Ordinance/Amendments.
2. documents relevant to the Citizen's Advisory Committee meetings during which

it reviewed the Amendments/Ordinance including agendas, minutes, public participation sign in sheets (if any where public comment was allowed) and documents placed before the committee at the meetings.

3. documents relevant to work sessions during which the amendments were discussed (agenda, minutes, public participation sign in sheets (if any where public comment was allowed), and documents placed before the participants)
4. documents relevant to other planning commission meetings during which the amendments/ordinance was discussed (including agenda, minutes, public participation sign in sheets (if any where public comment was allowed)), and documents placed before the participants).
5. copies of the documents sent as notice to DLCD.

B. Remaining Objection/Issue

The following objections raised by Ms. McCaffree remain unresolved by the parties and she seeks the Board's decision as follows:

1. Notices published online to interested parties.

The County objects to including in the record the e-mail/ mailing notice list that staff referenced at the hearing before the Board of Commissioners on October 2, 2018, the second reading of the ordinance. The County's position is that Measure 56 did not apply to the legislative amendments. It also takes the position that the Notices/list of those notified were not before the decision-maker despite the staff's reference which was in response to the decision-makers' inquiries about what type of notice was provided. Those inquiries arose in response to the hearing participant's complaints, including Ms. McCaffree's, that they did not receive

specific notice that they had previously requested concerning code amendments and that they needed additional time to review and address the numerous amendments.

The transcript of the proceedings include the following colloquy which begins with Commissioner John Sweet asked the Planner, Jill Rolfe to go over when public notice was given:

1:16:27

Jill Rolfe Planning Director: Notice of the official hearing was posted and mailed on August 10, 2018. Um, we sent it out how we do for all the Legislative Amendments. It did not require what we refer to as a measure 56 notice because it is not affecting a residential use, it's not, ah, the rule., there not being more restrictive with the rules.

Commissioner Melissa Cribbins: So, how did you decide who to send notices to?

Jill Rolfe: So we have a list of special districts and a list of interested parties and we mail it like we always do.

Commissioner Cribbins: So did Jody get notice?

Commissioner John Sweet: Was Jody on the list?

Jill Rolfe: She is an interested party so I would have to look to see why she didn't get e-mailed, because that is what we do. Um, Amy or Crystal does that for me...

* * * *

1:17:25

Jill Rolfe: All of our stuff is on the website. We always post it before every meeting. All the agendas are up, um...

Commissioner Sweet: It would have been posted on the website then on the 10th?

Jill Rolfe: Yeah, it would have been before August 10th.....

* * * *

1:17:39 (Unintelligible)

Jill Rolfe: They go e-mail and then mail. The special districts, some of them we don't have e-mails for so they have to be mailed, um, and we have special district agreements with just about everybody, including SWOCC.

Commissioner Melissa Cribbins: Okay.

Jill Rolfe: So...

(Overtalking)

Commissioner John Sweet: So the notifications to special districts would have been sent through the U.S. Post Office?

Jill Rolfe: Yeah, August 10th

Commissioner John Sweet: August 10th ...And the notifications to individuals would have been e-mailed the same day?

Jill Rolfe: E-mailed the same day.

* * * *

1:18:10

Jody McCaffree: (From audience) Could I have a copy of the e-mailed list?

Jill Rolfe: Yeah

Commissioner Melissa Cribbins: Why don't you get her that for her.

Jill Rolfe: Yeah

* * * *

1:18:58

Commissioner Melissa Cribbins: I guess for me, where I am at is the Citizens Advisory Council has reviewed this three times. The Planning Commission has reviewed it 4 times, this is the second time the Board of Commissioners has reviewed it. I have looked at it, you know, before we had this meeting. It is in pretty good shape as far as I am concerned. Um, there were a couple of little typos that we, that I think we have gone back and addressed, we fixed. We resolved the issue about the ministerial vs administrative decision, which I appreciate Jody bringing forward, and I would be... I would be reluctant to delay at this point. (paper shuffling sound over the next few words) I feel there has been plenty of input and, um, there is value into being done at times and moving the process forward. Especially when we have made a lot of important changes in here that I think clarify the Ordinance and make it a lot better for people that are getting ready to file a planning application that have been hoping we would clean this stuff up and I am really reluctant to spend more staff time on another delay

and telling people, sorry, we are updating the code, and I know it has been a year but we are still updating it and it is going to be another two months or more. The decision-maker's reliance on staff's representation in resolving a request to extend

The comment/open record period, was relevant to the decision and should be included in the record. To date, Ms. McCaffree has not received a copy of it.

Moreover, while the county determined that Measure 56 notice was not required to be given, Ms. McCaffree believes that it should have been given to all property owners in the flood-plain overlay zone. The amendments adopted by the county related to the flood plain overlay zone limit the uses previously allowed by restricting the uses and narrowing the circumstances under which uses prior to the amendment could occur. See Record pages 93-98 attached. The record should include the list of parties notified to determine whether such landowners were provided notice.

Finally, Ms. McCaffree believes the county's failure to send her the notice she specifically requested in combination with its denial of her request to have more time to comment violates the citizen participation policies of Goal 1. Screen shots of the county's web page demonstrates that the materials were not available on line and she had a due process right to rely on representations that she would be notified, thus relieving herself of any duty to scour the local paper for notice of such process. See screen shots attached. While she did not receive notice, if the list demonstrates the county's intent to provide her notice as was stated by staff at the hearing, she may not pursue such ground of appeal.