

DEPT OF ENVIRONMENTAL QUALITY
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Oregon

NORTHWEST REGION

March 31, 1997

DEPARTMENT OF
ENVIRONMENTAL
QUALITY

NORTHWEST REGION

Chad Hindman
22 Othello
Lake Oswego, OR 97035

SUBJECT: Voluntary Cleanup Agreement
Wagstaff Battery

Dear Mr. Hindman

This letter responds to your request to investigate and/or clean up contaminated property under the review and oversight of the Oregon Department of Environmental Quality (DEQ) Voluntary Cleanup Program. This letter also serves as an agreement between DEQ and you regarding DEQ review and oversight of the investigation and/or cleanup of hazardous substances at your property located at 2124 N. Williams Avenue, Portland, Oregon.

As part of DEQ's assessment of the investigation and/or cleanup required at the site, DEQ will determine if a more formal Agreement outlining site specific findings and including a Scope of work detailing specific deliverables and time frames is warranted.

DEQ agrees to review environmental documents submitted by you or on your behalf regarding the investigation and/or cleanup of the above referenced site. Additional DEQ oversight details will be established upon review of the initial site data.

DEQ requires that persons seeking DEQ review and oversight of investigation and cleanup activities provide a minimum deposit of \$5,000.00 as an advance against costs which DEQ will incur. The advance deposit has been waived for this site based on the March 12, 1997 letter, in which Bruce Hindman indicates the cleanup has already been a severe financial hardship. However, if timely monthly payments for invoiced expenses are not received, it may be necessary to require a deposit before continuing DEQ oversight or review. When you have signed this letter to formalize your request a sub-account of the Hazardous Substances Remedial Action Fund will be established.

John A. Kitzhaber
Governor



2020 SW Fourth Avenue
Suite 400
Portland, OR 97201-4987
(503) 229-5263 Voice
TTY (503) 229-5471

DEQ-1

DEQ project costs will be incurred beginning March 24, 1997. DEQ project costs will include direct costs and indirect costs. Direct costs include site-specific expenses and legal costs. Indirect costs are those general management and support costs of the DEQ and of the Environmental Cleanup Division (ECD).

Indirect costs are those allocable to DEQ oversight of this Letter Agreement which are not charged as direct, site-specific costs. Indirect charges are based on actual costs and are applied as a percentage of direct personal services costs. Review and oversight costs shall not include any unreasonable costs or costs not otherwise recoverable by DEQ under ORS 465.255. DEQ will provide you with a monthly statement, a sample of which is attached.

Either DEQ or you may terminate this Letter Agreement by giving 15 days advance written notice to the other. Only those costs incurred or obligated by DEQ prior to the effective date of any termination of this Letter Agreement shall be recoverable under this Agreement. Termination of this Letter Agreement will not affect any other right DEQ may have for recovery of costs under any applicable law.

You shall hold DEQ harmless for any claims (including but not limited to claims of property damage or personal injury) arising from activities by yourself reviewed or overseen under this Letter Agreement.

This Letter Agreement is not and shall not be construed as an admission by you of any liability under ORS 465.255 or any other law or as a waiver of any defense to such liability. This Letter Agreement is not and shall not be construed as a waiver, release or settlement of claims DEQ may have against you or any other person or as a waiver of any enforcement authority DEQ may have with respect to you or the property. Upon DEQ's request and as necessary to oversight of your work under this Letter Agreement, you shall provide DEQ with data and records related to investigation and cleanup activities at the property, excluding any privileged documents identified as such by you.

Sheila Monroe is the DEQ Project Manager for the review and oversight of the investigation and cleanup activities associated with your property. Please refer all inquiries to Sheila Monroe at (503) 229-5445.

VCP Letter Agreement
Wagstaff Battery
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DEQ appreciates your interest in the Voluntary Cleanup Program and looks forward to working with you.

Sincerely,

Tom Bispham
to ED

Tom Bispham
Administrator
Northwest Region

If the terms of this Letter Agreement are acceptable to you, please have it executed by an authorized representative in the space provided below and returned to us.

Accepted and agreed to this 7th day of April, 1997

By: *Charles C. Bindman*

Title: *property owner*

Attachment