



# Oregon

## Department of Environmental Quality

Northwest Region-Eastside Office

1550 NW Eastman Parkway, Suite 290

Gresham, OR 97030-3832

September 4, 2008

Ms. Linda Carpenter  
Clackamas County, Business and Community Services  
Sunnybrook Service Center  
9101 SE Sunnybrook Road  
Clackamas, Oregon 97015

Re: **Voluntary Letter Agreement**  
**Fisher Estate**  
**Estacada, Oregon**  
**ECSI No. 2731**

Dear Ms. Carpenter:

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 a Letter Agreement between you and DEQ, regarding DEQ review and oversight of the investigation and/or cleanup of hazardous substances at your property located at 27863 S. Skinner Road, outside Estacada, Oregon.

DEQ agrees to review environmental documents submitted by you or on your behalf regarding the investigation and/or cleanup of the above-referenced site, and to review related information available in DEQ's files, and conduct a site visit. DEQ will then recommend a course of action to complete the project. The course of action may include, but not be limited to, additional investigation, risk assessment, remedial action evaluation and selection, and/or a "no further action" determination consistent with the Environmental Cleanup Law. DEQ will provide public notice and opportunity for comment on any remedial action proposal or "no further action" determination in accordance with ORS 465.320. DEQ will also determine, in consultation with you, the form of any further agreement needed to manage the project most effectively.

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. At your request DEQ agrees to waive the deposit for this project since work is ongoing

and billing has already been established. When you have signed this letter to formalize your request the project billing records will be updated.

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 State of Oregon and DEQ allocable to DEQ oversight of this Letter Agreement and 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 will not include any unreasonable costs or costs not otherwise recoverable by DEQ under ORS 465.255.

DEQ will provide you with a monthly statement and direct labor summary, samples of which are attached. In the event project costs exceed the sub-account balance, DEQ will submit to you an invoice for any costs in excess of the advance. In the event project costs do not exceed the sub-account balance, DEQ will refund within 60 days of the close of the project any amount of the deposit remaining in excess of the actual costs, or will apply the remaining amount toward oversight of work under any further agreement necessary for the project.

Either you or DEQ 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 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 performed by you and reviewed or overseen by DEQ 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.



Bob Williams is currently assigned as the DEQ Project Manager for initiating the review and oversight of the investigation and cleanup activities associated with your property. Please refer all inquiries to Bob at 503-229-6802.

DEQ appreciates your interest in the Voluntary Cleanup Program and looks forward to working with you.

Sincerely,

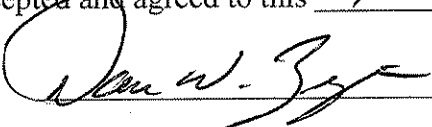


Bruce Gilles

Northwest Region Cleanup Program Manager

If the terms of this Letter Agreement are acceptable to you, please sign in the space provided below and return to us.

Accepted and agreed to this 10<sup>th</sup> day of September 2008.

By: 

Title: DIRECTOR, B.C.S.

cc: Karen Homolac, OECDD

