



Oregon

Tina Kotek, Governor

Department of Environmental Quality

Northwest Region

700 NE Multnomah Street, Suite 600

Portland, OR 97232

(503) 229-5263

FAX (503) 229-6945

TTY 711

March 20, 2024

Estate of Elizabeth E. Huser
Attn: George Dunkel
1905 NW 169th Place, #102
Beaverton, OR 97006

RE: Independent Cleanup Agreement
for Huser Property
ECSI # 6591

Dear George Dunkel:

The Department of Environmental Quality (DEQ) received your Intent to Participate and Initial Site Screening forms for the property located at 52391 Southwest Keys Road in Scappoose, Oregon (Township 3N, Range 2W, Section 11; Tax Lots 3211-DA-01600 and 3211-DD-00301). The site appears eligible for DEQ's Independent Cleanup Pathway based on the Initial Site Screening information.

Please find enclosed DEQ's Cost Recovery Agreement for Independent Cleanup. The Agreement covers providing review of the Final Report and preparation of a No Further Action determination, if appropriate. Please sign the Agreement and return to DEQ along with the \$1,500 minimum deposit check made payable to the Department of Environmental Quality.

DEQ is required by statute (ORS 465.320) to provide an opportunity for public comment before selecting or approving a remedial action. We will complete the public notice and comment process prior to issuing a No Further Action determination.

Please contact Rebecca Digiustino, NWR Cleanup Program Representative, at 503-926-2257 or rebecca.digiustino@deq.oregon.gov if you have any questions or are unable to return the Agreement. We look forward to working with you to clean up Oregon's environment.

Sincerely,

Kevin Parrett, Manager
Northwest Region Cleanup

Enclosure: Independent Cleanup Cost Recovery Agreement



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Estate of Elizabeth E. Huser
Attn: George Dunkel
1905 NW 169th Place, #102
Beaverton, OR 97006

RE: Independent Cleanup Agreement
for Huser Property
ECSI # 6591

Dear George Dunkel:

This letter serves as an agreement between you and the Department of Environmental Quality (DEQ) regarding DEQ's review of the investigation and/or cleanup of hazardous substances at the property located at 52391 Southwest Keys Road in Scappoose, Oregon (Township 3N, Range 2W, Section 11; Tax Lots 3211-DA-01600 and 3211-DD-00301).

DEQ agrees to review the Final Report regarding the independent investigation and/or cleanup at the above-referenced site. If adequate documentation of the investigation and current site conditions are provided by you, DEQ will select or approve a remedial action and/or make a "no further action" determination that meets the cleanup standards in ORS 465.315 and OAR 340-122-0040. DEQ will provide public notice and opportunity for comment on the remedial action and/or "no further action" determination in accordance with ORS 465.320.

DEQ requires that persons seeking DEQ review of the Final Report for independent cleanups provide a minimum deposit of \$1,500 as an advance against costs which DEQ will incur. The advance deposit must be in the form of a check payable to the Department of Environmental Quality. When you have signed this letter to formalize your request, and your deposit has been received by DEQ, an account will be established for the project.

DEQ costs 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 DEQ and the Land Quality Division. Indirect costs are those allocable to DEQ oversight of this 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. Costs include only the reasonable costs recoverable by DEQ under ORS 465.255.

DEQ will provide you with a monthly statement and direct labor summary, samples of which are attached. If project costs exceed the account balance, DEQ will submit to you an invoice for all costs in excess of the advance. If project costs do not exceed the 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.

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

You agree to hold DEQ harmless and indemnify DEQ for any claims (including but not limited to claims of property damage or personal injury) arising from activities reviewed under this Agreement.

This Agreement is not an admission by you of any liability under ORS 465.255 or any other law, nor is it a waiver of any defense to such liability. This Agreement is not a waiver, release or settlement of any claims DEQ may have against you or any other person, nor is it a waiver of any enforcement authority DEQ may have with respect to you or the property.

Upon DEQ's request and as necessary to review your work under this Agreement, you will provide DEQ with data and records related to investigation and cleanup activities at the property, excluding any privileged documents identified as such by you.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kevin Parrett', with a long horizontal flourish extending to the right.

Kevin Parrett, Manager
Northwest Region Cleanup

If the terms of this Agreement are acceptable to you, please have it executed by an authorized representative in the space provided below. Please return the signed agreement with the deposit by mail

Accepted and agreed to this _____ day of _____, 2023.

By: _____
DocuSigned by:
George Dunkel, Personal Representative
A64784AEEE58413...

Title: _____

Enclosures: Sample Invoice
Sample Direct Labor Summary

State of Oregon
Department of Environmental Quality
Invoice

Site Name: ABC Corp.
Project No: 123456-00
Authorization:

Invoice Number: HSRAF23-XXXX
Invoice Date: 4/23/2023

ABC Corp.
Attn: Accounts Payable
P O Box 555
Portland, OR 97217-3929

Payment Due: 5/23/2023

Project Expenditures:

Billing Period
From 3/2023 to 3/2023

Personal Services	\$ 0.00
Attorney General	0.00
Travel	0.00

Total Current Charges: \$ 0.00

Previous Balance	Billing Period Expenditures	Interest	Total Balance Due
0.00	0.00	0.00	0.00

----- Cut here and return this portion with payment -----

Remit and make checks payable to:

Check box if your address has changed and
complete back of invoice: ☐

Dept. of Environmental Quality
DEQ - CRIS
P O Box 3052
Portland, OR 97208-3052

Site Name: ABC Corp.
Project No: 123456-00

Invoice Number: HSRAF23-XXXX
Amount Enclosed:

Current	31-60 Days	61-90 Days	90+ Days	Total Due
0.00	0.00	0.00	0.00	0.00

DIRECT LABOR SUMMARY
BUSINESS #100000
ABC, INC.
FOR THE MONTH OF APRIL 2023


DATE	STAFF NAME	ACTIVITY NAME	ACTIVITY HOURS
4/7/23	TOBY SCOTT	Document Review: rev constr., remed. eval.	<u>2.0</u>
		DAILY TOTAL	2.0
4/10/23	TOBY SCOTT	Document Review: review sampling data	<u>1.0</u>
		DAILY TOTAL	1.0
4/12/23	TOBY SCOTT	Coordination: prep for field sampling	1.0
	TOBY SCOTT	Site Visit: Sample killian well	<u>2.0</u>
		DAILY TOTAL	3.0
4/13/23	TOBY SCOTT	Document Review: air emission response	1.0
	TOBY SCOTT	Records Management: sample prep and ship	1.0
		DAILY TOTAL	2.0
4/17/23	TOBY SCOTT	Meetings: mtg. @ ch2mhill	4.0
	TOBY SCOTT	Travel: rdm>pdx	2.0
	MIKE POULSEN	Document Review: Air Modeling	<u>1.0</u>
		DAILY TOTAL	7.0
4/20/23	TOBY SCOTT	Document Review: system startup rpt., constr.	2.0
	MIKE POULSEN	rpt.	<u>4.0</u>
		Air modeling	6.0
		DAILY TOTAL	
4/24/23	TOBY SCOTT	Communication: M Germon, M Poulson	1.0
	TOBY SCOTT	Document Prep. Air Emissions	1.0
	TOBY SCOTT	Document Review: well data, pilot testing, air emission data	<u>2.0</u>
		DAILY TOTAL	4.0
4/26/23	TOBY SCOTT	Document Review: rev. remed. pilot study workplan	<u>2.0</u>
		DAILY TOTAL	2.0
4/27/23	TOBY SCOTT	Document Prep: Killian data	2.0
	TOBY SCOTT	Document Review: Killian rpt.	<u>2.0</u>
		DAILY TOTAL	4.0
LAB	DEANNA EVANS	DAILY TOTAL	.5
	PAUL SCHOENLAUB	DAILY TOTAL	2.0
		TOTAL HOURS	33.5

Certificate Of Completion

Envelope Id: 2FB3D8E8ACC54B93B9067E00D40DFDF2	Status: Completed
Subject: Complete with DocuSign: 6591_ICP Agreement.pdf	
File #:	
State:	
Trans Type:	
Last/LLC/Trust:	
Prop. Address::	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Caitlin Henningfeld
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	P.O. Box 4020
	Scottsdale, AZ 85261
	CHenningfeld@firstam.com
	IP Address: 65.210.204.254

Record Tracking

Status: Original	Holder: Caitlin Henningfeld	Location: DocuSign
3/26/2024 6:16:26 AM	CHenningfeld@firstam.com	

Signer Events	Signature	Timestamp
George Dunkel, Personal Representative dunkelg@comcast.net Security Level: Email, Account Authentication (None)	<div>DocuSigned by:  A64784AEEEE58413...</div> Signature Adoption: Pre-selected Style Using IP Address: 73.96.78.93	Sent: 3/26/2024 6:17:41 AM Viewed: 3/26/2024 6:34:53 AM Signed: 3/26/2024 6:35:22 AM

Electronic Record and Signature Disclosure:
Accepted: 3/26/2024 6:34:53 AM
ID: 0b831583-4cac-4819-b505-22b8d4ea6328

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/26/2024 6:17:41 AM
Certified Delivered	Security Checked	3/26/2024 6:34:53 AM
Signing Complete	Security Checked	3/26/2024 6:35:22 AM
Completed	Security Checked	3/26/2024 6:35:22 AM
Payment Events	Status	Timestamps

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, First American Title (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact First American Title:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: IgniteRE@firstam.com

To advise First American Title of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at IgniteRE@firstam.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from First American Title

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to IgniteRE@firstam.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with First American Title

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to IgniteRE@firstam.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify First American Title as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by First American Title during the course of your relationship with First American Title.