



Oregon

Theodore Kulongoski, Governor

Department of Environmental Quality

Northwest Region Portland Office

2020 SW 4th Avenue, Suite 400

Portland, OR 97201-4987

(503) 229-5263

FAX (503) 229-6945

TTY (503) 229-5471

April 2, 2004

Mr. Trent G. Smith
Human Resources Manager
Williams Controls
14100 SW 72nd Ave.
Portland, Oregon 97224

Re: Voluntary Letter Agreement
Williams Controls, ECSI #4081

Dear Mr. Smith:

This letter responds to your request to investigate your property under the review and oversight of the Oregon Department of Environmental Quality (DEQ) Voluntary Cleanup Program. This letter also serves as a Voluntary Letter Agreement between you and DEQ, regarding DEQ review and oversight of the investigation of hazardous substances at your property, Williams Controls, located at 14100 SW 72nd Ave., Portland, Oregon (Property).

Based on DEQ's review of available data, we have determined this site is a high priority for further action including a remedial investigation and risk assessment. Work to be completed under this Voluntary Letter Agreement will include completion of a Remedial Investigation Proposal. The objective of the Remedial Investigation Proposal is to present the site conceptual model as currently understood and determine whether there are data gaps to completing the nature and extent understanding and for conducting the risk assessment. DEQ will review the Remedial Investigation proposal. Thereafter, either a formal Voluntary RI/FS Agreement will be negotiated with Williams Controls or an order will be set into place.

Under this Letter Agreement, DEQ will perform the following activities:

- Conduct a site visit;
- Conduct a Voluntary Cleanup Kickoff Meeting
- Conduct file and document reviews pertaining to environmental conditions at the Property.
- Confer with you and/or your consultants to discuss the scope of work, methods and schedule for the Remedial Investigation Proposal.
- Review and provide comments on the draft Remedial Investigation Proposal.
- Review and approve the final Remedial Investigation Proposal.
- Prepare the Voluntary Cleanup Program Remedial Investigation/Feasibility Study Agreement or order.

Under this Letter Agreement, you will perform the following work:

- Submit a Draft Remedial Investigation Proposal to DEQ within 45 days of your execution of this Letter Agreement. The Proposal should discuss the approach to the Remedial Investigation, addressing soil, groundwater, sediments, surface water, and air. The proposal should provide the framework for the Remedial Investigation Work Plan and should include the following:
 - ✓ A summary of site-specific issues and a review of the results of previously completed work. The proposal shall include a detailed history of the Property.
 - ✓ A conceptual site model showing contaminant sources, release mechanisms, transport routes and media, potential human and ecological receptors, and relevant exposure scenarios based on current and reasonably likely future land and water use.

- ✓ A general description of each proposed Remedial Investigation phase, including the goals and objectives of each.
- ✓ The estimated schedule for implementation of the RI.
- Finalize documents submitted to DEQ under this Letter Agreement within 30 days of receipt of DEQ's review comments on drafts.

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 project costs incurred by DEQ. 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, a sub-account of the Hazardous Substances Remedial Action Fund will be established to be drawn upon by DEQ as project costs are incurred.

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. Payment is due within 30 days of the invoice date. 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.

This Letter Agreement shall be deemed satisfied and terminated upon the later of completion of all work required by this Letter Agreement, payment of all oversight costs due under this Letter Agreement, and enter into a Formal Agreement or Order for the completion of a Remedial Investigation/Feasibility Study (RI/FS). 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. DEQ may also terminate this Letter Agreement in the event you do not satisfactorily comply with the terms of this Letter Agreement (including both timely performance of work and timely payment of oversight costs). In the event of early termination of this Letter Agreement, DEQ may issue a Unilateral Order to complete the necessary work.

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

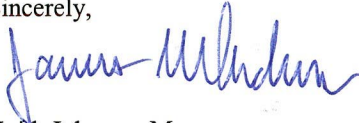
You shall hold DEQ harmless for any claims (including but not limited to claims of property damage or personal injury) arising from activities performed under or relating to this Letter Agreement, including without limitation all activities reviewed or overseen by DEQ.

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.

Heidi Blischke 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 Heidi Blischke at 503-229-5556.

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

Sincerely,


Keith Johnson, Manager
Lower Willamette Section
Northwest Region

for Keith Johnson

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 28th day of APRIL, 2004.

By: Trent H. Sr.

Title: HUMAN RESOURCES MANAGER

Attachments: Sample Invoice & Direct Labor Summary

cc: Heidi Blischke, NWR
ECSI #4081



Oregon

Theodore Kulongoski, Governor

Department of Environmental Quality

Northwest Region Portland Office

2020 SW 4th Avenue, Suite 400

Portland, OR 97201-4987

(503) 229-5263

FAX (503) 229-6945

TTY (503) 229-5471

April 2, 2004

Mr. Trent G. Smith
Human Resources Manager
Williams Controls
14100 SW 72nd Avenue
Portland, Oregon 97224

Re: Voluntary Cleanup Agreement
Williams Controls, ECSI # 4081

Dear Mr. Smith:

Enclosed are two copies of the Voluntary Cleanup Letter Agreement to cover the Oregon Department of Environmental Quality's (DEQ) review of investigation and/or cleanup activities performed for the Williams Controls, and any additional investigation/cleanup activities that may need to be performed.

Please sign both copies of the Letter Agreement and return one copy and the \$5,000 deposit check made payable to the Department of Environmental Quality by April 16, 2004.

Please contact me directly at 503-229-5556 if you have any questions or are unable to return the letter agreement and deposit. We look forward to working with you.

Sincerely,

Heidi Blischke, R.G.
Project Manager
DEQ Northwest Region

Enclosure: Voluntary Cleanup Letter Agreement

cc: ECSI # 4081



Oregon

Theodore Kulongoski, Governor

Department of Environmental Quality

Northwest Region Portland Office

2020 SW 4th Avenue, Suite 400

Portland, OR 97201-4987

(503) 229-5263

FAX (503) 229-6945

TTY (503) 229-5471

April 2, 2004

Mr. Trent G. Smith
Human Resources Manager
Williams Controls
14100 SW 72nd Ave.
Portland, Oregon 97224

Re: Letter Agreement
Williams Controls, ECSI #4081

Dear Mr. Smith:

This letter responds to your request to investigate your property under the review and oversight of the Oregon Department of Environmental Quality (DEQ) Cleanup Program. This letter also serves as a Letter Agreement between you and DEQ, regarding DEQ review and oversight of the investigation of hazardous substances at your property, Williams Controls, located at 14100 SW 72nd Ave., Portland, Oregon (Property).

Based on DEQ's review of available data, we have determined this site is a high priority for further action including a remedial investigation and risk assessment. Work to be completed under this Letter Agreement will include completion of a Remedial Investigation Proposal. The objective of the Remedial Investigation Proposal is to present the site conceptual model as currently understood and determine whether there are data gaps to completing the nature and extent understanding and for conducting the risk assessment. DEQ will review the Remedial Investigation proposal. Thereafter, either a formal Voluntary RI/FS Agreement will be negotiated with Williams Controls or an order will be set into place.

Under this Letter Agreement, DEQ will perform the following activities:

- Conduct a site visit;
- Conduct a Voluntary Cleanup Kickoff Meeting
- Conduct file and document reviews pertaining to environmental conditions at the Property.
- Confer with you and/or your consultants to discuss the scope of work, methods and schedule for the Remedial Investigation Proposal.
- Review and provide comments on the draft Remedial Investigation Proposal.
- Review and approve the final Remedial Investigation Proposal.
- Prepare the Voluntary Cleanup Program Remedial Investigation/Feasibility Study Agreement or order.

Under this Letter Agreement, you will perform the following work:

- Submit a Draft Remedial Investigation Proposal to DEQ within 45 days of your execution of this Letter Agreement. The Proposal should discuss the approach to the Remedial Investigation, addressing soil, groundwater, sediments, surface water, and air. The proposal should provide the framework for the Remedial Investigation Work Plan and should include the following:
 - ✓ A summary of site-specific issues and a review of the results of previously completed work. The proposal shall include a detailed history of the Property.
 - ✓ A conceptual site model showing contaminant sources, release mechanisms, transport routes and media, potential human and ecological receptors, and relevant exposure scenarios based on current and reasonably likely future land and water use.

- ✓ A general description of each proposed Remedial Investigation phase, including the goals and objectives of each.
- ✓ The estimated schedule for implementation of the RI.
- Finalize documents submitted to DEQ under this Letter Agreement within 30 days of receipt of DEQ's review comments on drafts.

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 project costs incurred by DEQ. 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, a sub-account of the Hazardous Substances Remedial Action Fund will be established to be drawn upon by DEQ as project costs are incurred.

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. Payment is due within 30 days of the invoice date. 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.

This Letter Agreement shall be deemed satisfied and terminated upon the later of completion of all work required by this Letter Agreement, payment of all oversight costs due under this Letter Agreement, and enter into a Formal Agreement or Order for the completion of a Remedial Investigation/Feasibility Study (RI/FS). DEQ may also terminate this Letter Agreement in the event you do not satisfactorily comply with the terms of this Letter Agreement (including both timely performance of work and timely payment of oversight costs). In the event of early termination of this Letter Agreement, DEQ may issue a Unilateral Order to complete the necessary work.

Only those costs incurred or obligated by DEQ prior to the effective date of any termination of the Letter Agreement shall be recoverable under this Letter Agreement. Termination of this Letter Agreement will not affect any other right the 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 performed under or relating to this Letter Agreement, including without limitation all activities reviewed or overseen by DEQ.

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.

Heidi Blischke 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 Heidi Blischke at 503-229-5556.

Williams Controls
April 2, 2004
Page 3 of 3

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

Sincerely,



Keith Johnson, Manager
Lower Willamette Section
Northwest Region

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 _____ day of _____, 200__.

By: _____

Title: _____

Attachments: Sample Invoice & Direct Labor Summary

cc: Heidi Blischke, NWR
ECSI #4081

State of Oregon
Department of Environmental Quality

INVOICE

Site Name: ABC, Inc
Project No: 10000000
Authorization:

Invoice Number: HSRAF01-XXXX
Invoice Date: 8/30/2001

John Q. Public Corporation
Attn: John
123 S.W. Bedrock Avenue
Portland, OR 97200

Payment Due: 9/29/2001

Project Expenditures:

Billing Period
7/01

Personal Services	\$ 0.00
Attorney General	0.00
Travel	0.00
Services and Supplies	0.00
Contract Payments	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
Attn.: Business Office
811 SW Sixth Avenue
Portland, OR 97204-1390

Site Name: ABC, Inc
Project No: 10000000

Invoice Number: HSRAF01-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 JULY 2001

DATE	STAFF NAME	ACTIVITY NAME	ACTIVITY HOURS
3/7/01	TOBY SCOTT	Document Review: rev constr., remed. eval.	<u>2.0</u>
		DAILY TOTAL	2.0
3/12/01	TOBY SCOTT	Document Review: review sampling data	<u>1.0</u>
		DAILY TOTAL	1.0
3/14/01	TOBY SCOTT	Coordination: prep for field sampling	1.0
	TOBY SCOTT	Site Visit: Sample killian well	<u>2.0</u>
		DAILY TOTAL	3.0
3/15/01	TOBY SCOTT	Document Review: air emission response	1.0
	TOBY SCOTT	Records Management: sample prep and ship	1.0
		DAILY TOTAL	2.0
3/16/01	TOBY SCOTT	Meetings: mtg. @ ch2mhill	4.0
	TOBY SCOTT	Travel: rdm>pdx	2.0
	MIKE POULSON	Document Review: Air Modeling	<u>1.0</u>
		DAILY TOTAL	7.0
3/19/01	TOBY SCOTT	Document Review: system startup rpt., constr. rpt.	2.0
	MIKE POULSON	Air modeling	<u>4.0</u>
		DAILY TOTAL	6.0
3/22/01	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
3/26/01	TOBY SCOTT	Document Review: rev. remed. pilot study workplan	<u>2.0</u>
		DAILY TOTAL	2.0
3/27/01	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

VOLUNTARY CLEANUP PROGRAM

INTENT TO PARTICIPATE

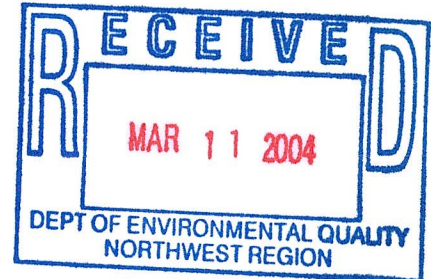
Identification of Site

Site Name: *Williams Control*

Site Address: *14100 SW 72nd Avenue
Portland, Oregon 97224*

Owner/Operator: *Williams Controls Industries, Inc.*

Mailing Address: *14100 SW 72nd Avenue
Portland, Oregon 97224*



Township: 2S Range: 1W Section: 12 Tax Lot #: 2S112aa01000

	Minutes	Degrees	Seconds	
Latitude:	45	25	8.029	N
Longitude:	122	44	57.541	W

Estimation of Oversight Needed

Based on your information about the site, what is your initial estimation of the level of oversight needed from the Department: *Level 2*

Voluntary preliminary assessment - A Preliminary Assessment (PA) is the initial investigation of a site to determine whether a release of hazardous substances requires further investigation or cleanup to protect public health, safety, welfare and the environment.

Level 1 (simple cleanup) - Level 1 sites are those where: (a) hazardous substances are limited to containers or to the unsaturated soil zone only; (b) the extent and type(s) of contamination is well-defined; (c) there are a few contaminants of concerns; and (d) the selected treatment option is a conventional technology.

Level 2 (moderately complex) or Level 3 (complex) cleanup - This category includes all sites that do not meet Level 1 criteria, particularly those involving groundwater contamination.

Unknown at this time because:

Summary of Potential Contamination

Briefly describe the source, volume and type of contaminant(s) present the property (or attach statement:

Chlorinated hydrocarbons (primarily trichloroethene, tetrachloroethene, and 1,2-dichloroethene) have been detected in shallow ground water at the property. Although the specific source has not been identified, trichloroethene was formerly used at the site for degreasing operations. The plume is approximately 100 yards long.

Are hazardous substance contaminants present in the groundwater?

r Yes **XX**

r No

r Unknown

Intent to Participate

The undersigned requests oversight by the Department of Environmental Quality (DEQ) of the investigation and cleanup activities of possible contamination at the property described above and requests the site be placed on DEQ's list of sites for oversight.

The undersigned intends to negotiate in good faith a written agreement with DEQ to provide for voluntary oversight. However, this Intent to Participate does not constitute such an agreement, and neither DEQ nor the undersigned will be bound to proceed with voluntary oversight unless such an agreement is executed. The agreement will describe the project activities of each party and will require the undersigned to reimburse DEQ for all of its oversight costs.

As DEQ moves sites from the waiting list to active status, DEQ will notify the undersigned in writing. Following receipt of such a notice (or earlier) the undersigned will submit a report to DEQ summarizing existing conditions, activities and status at the site. The undersigned understands that DEQ will move sites from the list to active status based on various considerations, only one of which will be the timing of the original placement of a site on the waiting list.

With this Intent to Participate, the undersigned does not admit or assume liability for investigation or cleanup of the site. In addition, the undersigned may terminate the Intent to Participate at any time.

Please execute this Intent to Participate in the space below and return it to:

Rodney Struck, Voluntary Cleanup Representative
Department of Environmental Quality
Voluntary Cleanup Program
2020 SW Fourth Avenue
Portland, OR 97201

Please DO NOT submit a deposit check at this time.

By: Trent G. Smith
(signature of authorized
representative)

Name: TRENT G. SMITH
(print or type)

Title: HR MANAGER

Company: WILLIAMS CONTROLS

Date: 3/10/04

Telephone: 503-684-8600