



Oregon

Tina Kotek, Governor

Department of Environmental Quality

Eastern Region Bend Office

475 NE Bellevue, Suite 110

Bend, OR 97701

(541) 388-6146

FAX (541) 388-8283

TTY 711

February 26, 2024

via email

Teresa Foreman
City of Chiloquin
127 South First Ave
Chiloquin, OR 97624

RE: Voluntary Cleanup Agreement
for Markwardt Building (former); ECSI #6462

Dear Teresa Foreman:

This letter responds to your request to investigate and/or clean up contaminated property under the review and oversight of the Department of Environmental Quality's 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 the former Markwardt Building property located at 103 E Chocktoot Street, Chiloquin, 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 if necessary. 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 as an advance against costs which DEQ will incur. DEQ is waiving the deposit for this Letter Agreement. When you have signed this letter to formalize your request, 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 will provide you with a monthly invoice. 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.

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.

Under the Letter Agreement dated June 3, 2021, DEQ agreed to perform up to \$5,000 of work, including indirect costs and expenses. DEQ agreed to undertake additional worker in excess of \$5,000 with prior agreement between DEQ and the City of Chiloquin. Due to additional effort by DEQ to provide oversight and review of documents, the previously agreed upon amount of \$5,000 will be exceeded. Under this new agreement, DEQ will perform up to \$10,000 of work. Additional work in excess of this revised amount may occur with prior agreement between DEQ and the City of Chiloquin.

DEQ appreciates your continued interest in the Voluntary Cleanup Program and looks forward to continuing to work with you. Please contact Kara Master at (503) 229-5585 with any questions.

Sincerely,

Ann M. Farris

Ann Farris, Manager
Cleanup, Emergency Response, and Hydrogeology Programs, Eastern Region

If the terms of this Agreement are acceptable to the City of Chiloquin, please have it executed by an authorized representative in the space provided below. Please return a signed agreement (all three pages) by mail.

Accepted and agreed to this _____ day of _____, 2024.

By: _____

Title: _____