



# 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

May 10, 2024

TriMet  
101 SW Main Street, Suite 700  
Portland, OR 97204

RE: Cost Recovery Agreement  
for the TriMet Columbia Operations Facility (former Halton Co. Site)  
ECSI # 121

Dear TriMet:

This letter serves as an agreement between the Oregon Department of Environmental Quality (DEQ) Cleanup Program and Tri-County Metropolitan Transportation District of Oregon (TriMet) regarding review and oversight of activities related to institutional controls for the TriMet Columbia Operations Facility located at 4421 NE Columbia Boulevard in Multnomah County, Tax Lot 200 of Section 18B and Tax Lots 200 and 4900 of Section 18BC (respectively, Tax Map Nos. 1N2E18B-00200, 1N2E18BC-00200 & 1N2E18BC-04900), Multnomah County, Township 1 North, Range 2 East, Willamette Meridian. An institutional control is a legal or administrative tool or action taken to reduce the potential for exposure to hazardous substances. TriMet is the current property owner and this agreement is specific to adherence to institutional controls during redevelopment activities planned for the property.

In 2017, DEQ determined that remedial investigation and measures to address environmental contamination at the Halton properties is complete, and no further action is required subject to conditions as described in DEQ's Conditional No Further Action Determination (CNFA) letter dated June 15, 2017. Conditions included institutional controls recorded with the property June 14, 2017 in Multnomah County in the form of an Easement and Equitable Servitudes (EES). The EES identifies the following required actions and restrictions of use:

1. Maintain Existing Ground Surface Conditions.
2. Groundwater Use Restrictions
3. Stormwater Management
4. Compliance with and Adherence to the CMMP
5. Land Use Restrictions

DEQ anticipates coordination with TriMet during redevelopment activities will be generally limited to: maintaining existing ground surfaces or replacement thereof with infrastructure that provides equivalent or greater protection, stormwater management, implementation of a DEQ-approved CMMP for ground-disturbing activities, and consideration of environmental documents to support a revised EES. DEQ agrees to review environmental documents submitted by TriMet or on TriMet's behalf regarding adherence to institutional controls and additional environmental testing for the above-referenced site, to review related information available in DEQ's files, and conduct site visit(s) as needed. DEQ will also

determine, in consultation with TriMet, the form of any further agreement needed to manage the project most effectively.

Pursuant the EES, DEQ also has the right to recover costs actually and reasonably incurred for review and oversight of implementation of, and compliance with, the provisions in this EES, including but not limited to periodic review and tracking of actions required by this EES. When TriMet has signed this letter to formalize agreement of DEQ's scope of oversight and related costs 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 TriMet 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.

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

This Letter Agreement is not and shall not be construed as an admission by TriMet 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 TriMet 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.

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

Sincerely,

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 a signed agreement (all four pages) by mail.

Accepted and agreed to this 16 day of May, 2024.

By: Jamie Snook

Title: Director, Major Projects on behalf of Interim Executive Director, Sean Batty

Enclosures:    Sample Invoice  
                    Sample Direct Labor Summary

# TRIMET

## Memo

**Date:** April 26, 2024

**To:** Executive Team  
Executive Admins  
Amy Fandrich  
Jamie Snook

**From:** Sean Batty, Interim Executive Director for Engineering + Construction

**Subject:** Delegated Authority for Thursday, May 16, 2024 – Thursday, June 13, 2024

---

I will be out of office from Thursday, May 16, 2024 – Thursday, June 13, 2024. During this time I delegate my signature authority as follows:

- Thursday, May 16, 2024 – Friday, May 31, 2024  
Jamie Snook
- Monday, June 3, 2024 – Thursday, June 6, 2024  
Amy Fandrich
- Friday, June 7, 2024  
Jamie Snook
- Monday, June 10, 2024 – Thursday, June 13, 2024  
Amy Fandrich

cc: Engineering + Construction Division