



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

April 1, 2024

Northwest Housing Alternatives

Attn: Kyle Ferguson

2316 SE Willard Street

Milwaukie, OR 97222

RE: Independent Cleanup Agreement
for Powellhurst Place
ECSI # 6595

Dear Kyle Ferguson:

The Department of Environmental Quality (DEQ) received your Intent to Participate and Initial Site Screening forms for the property located at 5415 Southeast 122nd Avenue in Portland, Oregon (Township 1S, Range 2E, Section 15; Tax Lot 9300). 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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Attn: Kyle Ferguson

2316 SE Willard Street

Milwaukie, OR 97222

RE: Independent Cleanup Agreement
for Powellhurst Place
ECSI # 6595

Dear Kyle Ferguson:

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 5415 Southeast 122nd Avenue in Portland, Oregon (Township 1S, Range 2E, Section 15; Tax Lot 9300).

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.

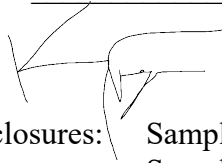
Kevin Parrett, Manager
Northwest Region Cleanup

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 10 day of April, 2024.

By: Kyle Ferguson

Title: Housing Developer

A handwritten signature in black ink, appearing to be 'K. Ferguson', is written over a horizontal line.

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
	<hr/>

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:
Amount Enclosed:

HSRAF23-XXXX

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