



Oregon

Kate Brown, 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

February 8, 2019

Arcoa Partners LLC
Attn: Jeff Mincheff
2222 NE Oregon St #201
Portland, OR 97232

RE: Voluntary Cleanup Agreement
for Allyn's Cleaning & Dyeing (Former)
ECSI #6199

Dear Jeff Mincheff:

Enclosed are two copies of the Voluntary Cleanup Letter Agreement to cover the Department of Environmental Quality's review of investigation and/or cleanup activities performed for the Allyn's Cleaning & Dyeing (Former) site located at 1006 SE Grand Ave. in Portland (Tax Lot 1300; 1S 1E Section 02 BC) and any additional investigation and 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. If circumstances have changed since DEQ received your Intent to Participate form on February 7, 2019, a courtesy call is appreciated so that staff may be promptly reassigned to the next priority site.

Please contact Kim Hack, Northwest Region Cleanup Program Representative, at 503-229-6811 if you have any questions about the Letter Agreement or are unable to return the Letter Agreement and deposit. Please contact Kevin Dana, Project Manager, at 503-229-5369 for any other questions. We look forward to working with you.

Sincerely,

Kevin Parrett, Manager
Northwest Region Cleanup

Enclosure: Voluntary Cleanup Letter Agreement

cc: ECSI #6199 File



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RE: Voluntary Cleanup Agreement
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ECSI #6199

Dear Jeff Mincheff:

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 property located at 1006 SE Grand Ave. in Portland (Tax Lot 1300; 1S 1E Section 02 BC).

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. 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 of \$5,000 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, 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. 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.

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.

DEQ appreciates your interest in the Voluntary Cleanup Program 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 a signed agreement (all three pages) by mail.

Accepted and agreed to this _____ day of _____, 20____.

By: _____

Title: _____

Enclosures: Sample Invoice
 Sample Direct Labor Summary



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Kevin Parrett, Manager
Northwest Region Cleanup

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Accepted and agreed to this _____ day of _____, 20____.

By: _____

Title: _____

Enclosures: Sample Invoice
 Sample Direct Labor Summary

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 POULSEN	Document Review: Air Modeling	<u>1.0</u>
		DAILY TOTAL	7.0
3/19/01	TOBY SCOTT	Document Review: system startup rpt., constr.	2.0
	MIKE POULSEN	rpt.	<u>4.0</u>
		Air modeling	6.0
		DAILY TOTAL	
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

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






ECSI6199_Agreement

Final Audit Report

2019-02-09

Created:	2019-02-09
By:	Kim Hack (Hack.Kimberly@deq.state.or.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6FjuXW8J4YRpyrs8QG300DyP_mzgRoUQ

"ECSI6199_Agreement" History

-  Document created by Kim Hack (Hack.Kimberly@deq.state.or.us)
2019-02-09 - 1:21:16 AM GMT- IP address: 159.121.206.56
-  Document emailed to Kevin Parrett (Parrett.Kevin@deq.state.or.us) for signature
2019-02-09 - 1:22:42 AM GMT
-  Document viewed by Kevin Parrett (Parrett.Kevin@deq.state.or.us)
2019-02-09 - 1:55:25 AM GMT- IP address: 159.121.206.56
-  Document e-signed by Kevin Parrett (Parrett.Kevin@deq.state.or.us)
Signature Date: 2019-02-09 - 1:55:59 AM GMT - Time Source: server- IP address: 159.121.206.56
-  Signed document emailed to Kim Hack (Hack.Kimberly@deq.state.or.us) and Kevin Parrett (Parrett.Kevin@deq.state.or.us)
2019-02-09 - 1:55:59 AM GMT