

Oregon

April 16, 1996

Ms. Jan Betz
Deputy City Attorney
City of Portland
1220 SW Fifth Ave
Portland, OR 97204

DEPARTMENT OF
ENVIRONMENTAL
QUALITY

NORTHWEST REGION

Re: Voluntary Cleanup Agreement,
Longview City Laundry & Cleaners

Dear Ms. Betz:

Enclosed are two copies of the Voluntary Cleanup Letter Agreement we have prepared to cover our review of investigation and/or cleanup activities performed for the Longview City Laundry & Cleaners site, and any additional investigation/cleanup activities that may need to be performed.

The Oregon Department of Environmental Quality will review any existing file information and supplied investigation reports, conduct a site visit, and prepare a File Review Memo summarizing site information. The File Review Memo will include our conclusions regarding whether additional investigation and/or cleanup is required.

Please sign both copies of the Letter Agreement and return one copy directly to me at the Department of Environmental Quality along with a deposit check for \$5,000.00.

Please contact me directly at 229-6825 if you have any questions.

Sincerely,



James M. Anderson
Voluntary Cleanup/Site Assessment Section
Northwest Region

Enclosure

cc: Tom Bispham, NWR/DEQ (w/o enclosure)
Mike Rosen, NWR/DEQ (w/o enclosure)
Tina Leppaluoto, NWR/DEQ (w/o enclosure)

John A. Kitzhaber
Governor



2020 SW Fourth Avenue
Suite 400
Portland, OR 97201-4987
(503) 229-5263 Voice
TTY (503) 229-5471

DEQ-1

April 16, 1996

Ms. Jan Betz
Deputy City Attorney, City of Portland
1220 SW Fifth Ave
Portland, OR 97204

SUBJECT: Voluntary Cleanup Agreement
Longview City Laundry & Cleaners
Portland, OR

Dear Ms. Betz:

This letter responds to your request to investigate and/or clean up contaminated property under the review and oversight of the Oregon Department of Environmental Quality (DEQ) Voluntary Cleanup Program. This letter also serves as an agreement between DEQ and the City of Portland (City) regarding DEQ review and oversight of the investigation and/or cleanup of hazardous substances at the former Longview City Laundry & Cleaners (LCL&C) property at 2737 NW Nela Street in Portland, Oregon. As part of DEQ's assessment of the investigation and/or cleanup required at the site, DEQ will determine if a more formal Agreement outlining site specific findings and including a scope of work detailing specific deliverables and time frames is warranted.

DEQ agrees to review environmental documents submitted by the City or on the City's behalf regarding the investigation and/or cleanup of the above referenced site. Additional DEQ oversight details will be established upon review of the initial site data.

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 costs which DEQ will incur. The advance deposit must be in the form of a check payable to DEQ. When you have signed this letter to formalize your request, and the City's 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 from April 12, 1996.

John A. Kitzhaber
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*LCL&C Site
VCS Letter Agreement*

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 DEQ and of the Waste Management and Cleanup Division (WMCD). Indirect costs are those allocable to DEQ oversight of this Letter 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. Review and oversight costs shall not include any unreasonable costs or costs not otherwise recoverable by DEQ under ORS 465.255.

DEQ will provide the City with a monthly statement, a sample of which is attached. Because of the limited scope of work envisioned under this Letter Agreement, accounting details above the level of the sample attached will not be provided by DEQ. 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 an administrative agreement if an agreement for further action is necessary.

Either DEQ or the City 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 any applicable law.

The City will hold DEQ harmless and indemnify DEQ for any claims (including but not limited to claims of property damage or personal injury) arising from activities at LCL&C site that are reviewed or overseen under this Letter Agreement.

This Letter Agreement is not and shall not be construed as an admission by the City 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 the City or any other person or as a waiver of any enforcement authority DEQ may have with respect to the City or the property. Upon DEQ's request and as necessary to the oversight of the City's work under this Letter Agreement, the City will provide DEQ with data and records related to investigation and cleanup activities at the property, excluding any privileged documents identified as such by the City.

LCL&C Site
VCS Letter Agreement

Jim Anderson is the DEQ Project Manager for the review and oversight of the investigation and cleanup activities associated with the City's property. Please refer all inquiries to Jim at (503) 229-6825.

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

Sincerely,


For

Tom Bispham
Administrator
Northwest Region

If the terms of this Letter Agreement are acceptable to you, please have it executed by an authorized representative in the space provided below and returned to us.

Accepted and agreed to this _____ day of _____, 19__.

By: _____

Title: _____

Attachments

SAMPLE ACCOUNTING SCHEDULE

Department of Environmental Quality
Voluntary Cleanup Section
Accounting Schedule
COMPANY NAME

00/01/92 - 00/31/92

	Current Month	To Date	
Beginning Balance:	\$ 0.00	\$ 0.00	\$ 0.00
Receipts:	\$ 0.00	\$ 0.00	\$ 0.00
Expenditures:			
Personal Services & OPE	\$ 0.00	\$ 0.00	
Attorney General	0.00	0.00	
Travel Expenses	0.00	0.00	
Services & Supplies	0.00	0.00	
Professional Services	0.00	0.00	
Agency Indirect Costs	0.00	0.00	
ECD Overhead	0.00	0.00	
Total Operating Expenditures:	\$ 0.00	\$ 0.00	\$ <u>0.00</u>
Balance Due (or available):	\$ 0.00	\$ 0.00	\$ <u>0.00</u>