



LUST/Leaking HOT Cost Recovery Agreement

RID

20619

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Submitter

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 **Pacific Rental Properties LLC**

 **800 Ellendale Drive, Office, Medford, OR 97504**

Responsible Party Contact Information

Paul D. DeAmicis

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 **541-238-4616**

 **800 Ellendale Dr, OFC, Medford, OR 97504-8211**

Invoice Contact Information

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Select Tank Type

Leaking Unregulated UST

Site Identification

Name

Claycomb Plaza

Facility ID

248262

Physical Location

40 N MAIN ST, ASHLAND, OR 97520 (42.1974,-122.716)

Select your project

NW Corner N Main & Waters St

Township

39S

Range

1E

Section

9

Size(acres)

.83

County

Jackson

Tax Lot(s)

Tax Lot(s)
10100

Cost Agreement Certification

Cost Recovery Agreement between you and the Department of Environmental Quality (DEQ)

- 1) This serves as an Agreement between you and DEQ regarding DEQ’s review and oversight of the investigation and/or cleanup of hazardous substances or for the preparation of a Prospective Purchaser Agreement (PPA) at the facility.
- 2) DEQ agrees to review relevant environmental and other documents submitted by you or on your behalf, to review related information available in DEQ’s files, and to conduct a site visit(s) if necessary. Additional details regarding DEQ oversight will be established upon review of the initial site data.
- 3) DEQ will provide public notice and opportunity for comment on any proposal to release a party from liability under Oregon Revised Statutes (ORS) 465.327, any proposed remedial action, or proposed “no further action” determination, as appropriate, in accordance with ORS 465.320 for Voluntary Cleanup Program (VCP) and Independent Cleanup Pathway (ICP) sites or Oregon Administrative Rule (OAR) 340-122-0260 for leaking underground storage tank (LUST) sites.
- 4) DEQ requires an Applicant requesting DEQ review and oversight of investigation and cleanup activities or DEQ preparation of a PPA agree to the terms of this Agreement and pay project oversight costs. DEQ will require an initial deposit, up to \$5,000, for VCP, ICP, and PPA projects as an advance against costs which DEQ will incur.
- 5) Electing not to enter into this Agreement does not release you from any responsibility that you might have for any response actions, reporting requirements, or violations of OAR or ORS.
- 6) 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 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, preparation, and oversight costs shall not include any unreasonable costs or costs not otherwise recoverable by DEQ under ORS 465.255.
- 7) DEQ will provide you with a monthly invoice and direct labor summary. If project costs exceed the account balance, payment is due to DEQ within thirty (30) days of issuance of the monthly invoice. Nine (9) percent interest shall be charged on past due accounts. If project costs do not exceed the account balance, DEQ will refund within 60 days of the close of the project any amount remaining in excess of the actual costs. Prospective Purchaser projects may opt to have DEQ apply the remaining amount towards oversight of actions performed under the PPA.
- 8) 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.
- 9) 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.

10) This Agreement is not and shall not be construed to be an admission by you of any liability under ORS 465.255 or any other law or as a waiver by you of any defense to such liability. This Agreement is not and shall not be construed to be a waiver, release, or settlement of claims that DEQ may have against you or any other responsible person nor is this Agreement a waiver of any enforcement authority that DEQ may have.

11) You will provide DEQ with data and records related to investigation and cleanup activities at the facility, excluding any privileged documents identified as such by you.

I have read and agree to the above agreement