



State of Oregon
Department of
Environmental
Quality

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY LEAKING UNDERGROUND STORAGE TANK PROGRAM

LUST Cost Recovery Agreement

This document serves as an agreement between the undersigned (hereinafter “you”) and the Department of Environmental Quality (DEQ) regarding DEQ review and oversight of the investigation and/or cleanup of petroleum (hazardous substances) at the property located at:

Facility Name: 615 Bower Ave

Address: Nyssa, OR 97913

DEQ File No.: 23-26-0185

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

DEQ requires that persons requesting DEQ review and oversight of investigation and cleanup activities agree to the terms of this cost recovery agreement and pay project oversight costs.

DEQ project oversight 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, including the Land Quality Division (LQ), allocable to DEQ oversight of this agreement and not charged as direct, site-specific costs. Indirect charges are based on 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 costs are due within thirty (30) days of issuance of the monthly statement, by a check made payable to the “Department of Environmental Quality”. Nine percent interest shall be charged on past due accounts.

Electing not to enter into this agreement does not release you from any responsibility that you might have for any reporting requirements, investigation and/or cleanup of petroleum (hazardous substances) at the above – referenced facility. This does not preclude the DEQ from conducting audits or inspections of all or portions of the investigation and cleanup activities associated with this facility. Enforcement action may be initiated if any violation of Oregon Administrative Rules (OAR) or Oregon Revised Statutes (ORS) is found.

Either DEQ or you may terminate this 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 the agreement shall be recoverable under this agreement. Termination of this agreement will not affect any other right DEQ may have for recovery of costs under any applicable law.

You will hold DEQ harmless for any claims (including but not limited to claims of property damage or personal injury) arising from DEQ review and/or oversight activities under this agreement.

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.

The DEQ Tanks Program will be responsible for the review and oversight of the investigation and cleanup activities associated with the property. Please refer all site-specific inquiries to the DEQ Regional Offices in Northwest Region – Portland, Western Region – Salem or Eastern Region – Bend. For locations and phone numbers of the regional offices, please see the DEQ Regional Office list at <http://www.deq.state.or.us/about/locations.htm>

All inquiries regarding cost recovery and/or invoices should be directed to Dawn Ismerio at 503-229-5812.

If the terms of this agreement are acceptable, please have it executed by an authorized officer in the space provided below. In order to more effectively schedule your project, please return this agreement within 30 days of receipt to the regional office responsible for your site.

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

By: _____

Title: _____

Please provide the following information as to where the invoices should be sent.

Individual Name: _____

Title: _____

Company Name: _____

Mail Address: _____

City, State, Zip: _____

Phone Number: _____

E-mail Address: _____