

Bradford Agr

Oregon

DEPARTMENT OF
ENVIRONMENTAL
QUALITY

NORTHWEST REGION

November 6, 1997

Deborah Chenoweth
US Army Corps of Engineers
Bonneville Lock and Dam
Cascade Locks, OR 97014

SUBJECT: Voluntary Cleanup Agreement

Dear Ms. Chenoweth

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 US Army Corps of Engineers regarding DEQ review and oversight of the investigation and/or cleanup of hazardous substances at your property located at the former Bradford Island landfill at Bonneville Lock and Dam. 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 you or on your 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 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 from 11/5/97.

John A. Kitzhaber
Governor



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.

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

DEQ-1

US Army Corps of Engineers Letter Agreement
Page 2

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 you with a monthly statement, a sample of which is 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 an administrative agreement if an agreement for further action is necessary.

Either DEQ or the US Army Corps of Engineers 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 US Army Corps of Engineers shall hold DEQ harmless and indemnify DEQ for any claims (including but not limited to claims of property damage or personal injury) arising from activities of the US Army Corps of Engineers reviewed or overseen under this Letter Agreement.

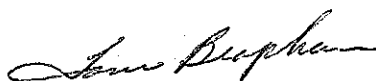
This Letter Agreement is not and shall not be construed as an admission by the US Army Corps of Engineers of any liability under ORS 465.255 or any other law or as a waiver of any defense to such liability. This Letter Agreement is not and shall not be construed as a waiver, release or settlement of claims DEQ may have against the US Army Corps of Engineers or any other person or as a waiver of any enforcement authority DEQ may have with respect to the US Army Corps of Engineers or the property. Upon DEQ's request and as necessary to oversight of your work under this Letter Agreement, the US Army Corps of Engineers 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.

US Army Corps of Engineers Letter Agreement
Page 3

Matt McClincy is the DEQ Project Manager for the review and oversight of the investigation and cleanup activities associated with your property. Please refer all inquiries to Matt at (503) 229-5538.

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

Sincerely,



Tom Bispham
Administrator
Northwest Region

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

Accepted and agreed to this 18th day of February, 1998.

By: 

COL ROBERT T. SLUSAR

Title: _____

DISTRICT ENGINEER

Attachment



George R. Wight
Contracting Officer