



Oregon

Kate Brown, Governor

Department of Environmental Quality

Western Region Eugene Office

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Eugene, OR 97401

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TTY 711

November 10, 2022

Christian F. Boenisch
Yamhill County
County Counsel
535 NE Fifth Street
McMinnville, OR 97128

Re: Voluntary Cleanup Letter Agreement – Yamhill County
Carol Glover BP Gas Station (Former), LUST #36-93-4164
Tax Lots #R3404AC-01500 and #R3404AC-01501

Dear Mr. Boenisch:

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 a Letter Agreement between you and DEQ, regarding DEQ review and oversight of the investigation and/or cleanup of hazardous substances at Carol Glover BP gas station (former) located at 185 S. Maple Street, Yamhill, Oregon (the "Property"). We understand that funding for the remediation work will come from Business Oregon Brownfields Revolving Loan Fund. Funding for the assessment phase of the project was funded by DEQ's brownfields fund.

DEQ agrees to review environmental documents submitted by you or on your behalf regarding the investigation and/or cleanup of the Property, 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 usually 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 that DEQ will incur. However, DEQ does not require a deposit for municipalities. When you have signed this letter to formalize your request, a sub-account of the Hazardous Substances Remedial Action Fund will be established track project costs as they incur. DEQ will provide you with a monthly invoice.

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.

B.O. 22-350

Review and oversight costs will not include any unreasonable costs or costs not otherwise recoverable by DEQ under ORS 465.255.

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. Provided, however, as has been previously discussed, initial site assessment costs were paid by DEQ, and any subsequent direct or indirect cost of remediation or other remedial action on the Property pursuant to this Letter Agreement will be paid solely from the grant that Yamhill County received from Oregon's Coalition Brownfields Cleanup fund. No Yamhill County funds will be required for the investigation and/or remediation of this Property.

Subject to Article 11, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, 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, if any, excluding any privileged documents identified as such by you.

Don Hanson is assigned as the DEQ Project Manager for initiating the review and oversight of the investigation and cleanup activities associated with your Property. Please refer all inquiries to Don Hanson at (541) 687-7349.

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

Sincerely,

Michael Kucinski
Western Region Cleanup Program Manager

If the terms of this Agreement are acceptable to Yamhill County, please have it executed by an authorized representative in the space provided below, make a copy for your records, and return a copy to us.

Accepted and agreed to this 10th day of November, 2022.

By: *Lindsay Berschauer*

Title: Chair, Board of Commissioners

Accepted by Yamhill County
Board of Commissioners on
11/10/22 by Board Order
22-350