



[DATE]

[NAME]
[COMPANY]
[ADDRESS]
[CITY, STATE ZIP]

RE: Independent Cleanup Agreement
[PROJECT NAME, ECSI #]

Dear [NAME]:

This letter serves as an agreement between the Oregon Department of Environmental Quality (DEQ) and [NAME] regarding DEQ's review of the investigation and/or cleanup of hazardous substances at your property, [SITE], [ADDRESS] in [CITY], Oregon.

DEQ agrees to review the Final Report regarding the independent investigation and/or cleanup at the above referenced site. If adequate documentation of the investigation and current site conditions are provided by [NAME], DEQ will [select or] approve a remedial action and/or make a "no further action" determination that meets the cleanup standards in ORS 465.315 and OAR 340-122-040. DEQ will provide public notice and opportunity for comment on the remedial action and/or "no further action" determination in accordance with ORS 465.320.

DEQ requires that persons seeking review of the Final Report for independent cleanups provide a minimum deposit of \$1,500 as an advance against costs DEQ will incur. The advance deposit must be in the form of a check payable to the Department of Environmental Quality. When you have signed this Agreement to formalize your request, and your deposit has been received by DEQ, an account will be established for the project.

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 the DEQ and of the Land Quality Division. Indirect costs are those allocable to DEQ oversight of this 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. Costs include only the reasonable costs recoverable by DEQ under ORS 465.255.

DEQ will provide you with a monthly statement and direct labor summary, samples of which are attached. If project costs exceed the account balance, DEQ will submit to you an invoice for all costs in excess of the advance. If project costs do not exceed the 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.

Either DEQ or [NAME] 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 any applicable law.

[NAME] agrees 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 of [NAME] reviewed under this Agreement.

This Agreement is not an admission by [NAME] of any liability under ORS 465.255 or any other law, nor is it a waiver of any defense to such liability. This Agreement is not a waiver, release or settlement of any claims DEQ may have against [NAME] or any other person, nor is it a waiver of any enforcement authority DEQ may have with respect to [NAME] or the property.

Upon DEQ's request and as necessary to review your work under this Agreement, [NAME] will provide DEQ with data and records related to investigation and cleanup activities at the property, excluding any privileged documents identified as such by you.

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

Sincerely,

[NAME]

[Eastern/Northwest/Western Region Cleanup Program Manager]

ICP Letter Agreement

Page 3

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

Accepted and agreed to this _____ day of _____, 20__.

By: _____

Title: _____

Enclosure

cc: