



Oregon

Kate Brown, Governor

Department of Environmental Quality

Northwest Region

700 NE Multnomah Street, Suite 600

Portland, OR 97232

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TTY 711

October 10, 2016

Eric Durrin
Bullseye Glass Company
3722 SE 21st Avenue
Portland, Oregon 97202

RE: Voluntary Cleanup Cost Recovery Agreement
Bullseye Glass Company

Dear Mr. Durrin:

This letter serves as an agreement ("Agreement") between the Oregon Department of Environmental Quality ("DEQ") and Bullseye Glass Company ("Bullseye") regarding DEQ's review of the investigation of an underground drywell on the southwest corner of the Bullseye property (hereafter, "Drywell #1"), located at 3722 SE 21st Avenue in Portland, Oregon. Drywell #1 was designed to collect stormwater (via roof drains) from a portion of the Bullseye facility roof and dissipate this stormwater into the ground via the drywell.

At DEQ's direction, Bullseye recently uncovered Drywell #1 (from under an asphalt cap) and conducted an inspection. Samples of the sediment (which accumulated in the drywell over a period of many years) and associated stormwater showed elevated levels of certain metals.

Upon receipt of these analytical results, Bullseye retained a qualified contractor to vacuum out and properly dispose of the accumulated media/water and power wash the drywell and inlet lines from the roof drains. DEQ requires further investigation to evaluate any potential impacts from Drywell #1 and to evaluate either cleanup/decommissioning of the drywell and any associated impacts or re-use of the drywell. Bullseye will be undertaking efforts to address these issues. By this Agreement, DEQ will provide oversight, review and approval of any workplans, field operations, investigation and/or proposals related to Bullseye's work under this Agreement. DEQ will also review and approve Bullseye's Final Report regarding the above referenced issues. If adequate documentation of the investigation and current site conditions is provided by Bullseye, DEQ will approve either reuse or any necessary remedial/removal actions and make a "no further action" determination that meets the cleanup standards in ORS 465.315 and OAR 340-122-040. If Drywell #1 is to be decommissioned, a determination will also be made that the decommissioning meets the Underground Injection Control (UIC) standards in OAR 340-044-0040.

DEQ requires 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, 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. 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 Bullseye 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.

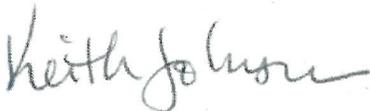
Bullseye agrees to hold DEQ harmless and indemnify DEQ for any claims (including but not limited to claims of property damage or personal injury) arising from activities of Bullseye reviewed under this Agreement.

This Agreement is not an admission by Bullseye 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 Bullseye Glass Company or any other person, nor is it a waiver of any enforcement authority DEQ may have with respect to Bullseye or the property.

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

DEQ looks forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Keith Johnson".

Keith Johnson
Northwest Region Cleanup Manager

If the terms of this Agreement are acceptable to Bullseye Glass Company please have it executed by an authorized representative in the space provided below and returned to us.

Accepted and agreed to this 10TH day of OCTOBER, 2016.

By: *Eric E. Durrin*
ERIC E. DURRIN

Title: *CONTROLLER/V.P.*

Attachments: Sample Invoice