

OREGON BUSINESS DEVELOPMENT DEPARTMENT
OREGON BROWNFIELDS CLEANUP FUND PROGRAM
GRANT CONTRACT

Project Name: Yamhill County – Carol Glover BP Cleanup Project

Project Number: Q22002

This financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Business Development Department (“OBDD”), and Yamhill County, Oregon (“Recipient”) for financing of the project referred to above and described in Exhibit B (“Project”). This Contract becomes effective only on the date when fully signed and approved as required by applicable law (“Effective Date”). Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget
Exhibit D	Special Conditions for Federal Funding
Exhibit E	Decision Memorandum
Exhibit F	Community Relations Plan
Exhibit G	DEQ Concurrence Memo
Exhibit H	Information Required by 2 CFR § 200.332(a)(1)

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$260,000.

“Grant Amount” means \$260,000.

“Project Closeout Deadline” means 90 days after the earlier of the actual Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 36 months after the date of this Contract.

SECTION 2 - GRANT AWARD

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified as a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

Notwithstanding the above, the aggregate total of the Grant disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Grant will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Grant on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD’s Obligations. The OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) The Recipient shall demonstrate, to the satisfaction of OBDD, that it has obtained all other funds that are necessary to complete the Project.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that any requested pre-award expenditures meet all programmatic eligibility requirements, including, but not limited to, the nature of the activity, when the activity took place, and cost.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Grant only for the activities described in Exhibit B and according to the budget in Exhibit C. The Recipient may not modify line items or amounts in the budget without the prior written consent of OBDD. Recipient will not use the Grant moneys to retire any debt.
- B. Costs of the Project. The Recipient shall apply the Grant to the Costs of the Project in accordance with the Act and Oregon law, as applicable. The Grant cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project.
- C. Costs Paid for by Others. The Recipient may not use any of the Grant to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
 - (1) The Recipient is a county, validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid, and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
 - (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated and has not received notice of any claimed violation of any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or other instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract for the financing and undertaking and completion of the Project.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, and the Project.
- C. Service Providers. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- D. Regulatory Oversight. The Recipient shall comply with regulatory oversight through the appropriate Oregon Department of Environmental Quality Program.
- E. Project Completion Obligations. The Recipient shall:
 - (1) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
 - (2) Within thirty (30) days after completion of the Project, but no later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD.
- F. Disposition of Project. Until the fifth anniversary of the date the Project is completed, Recipient shall not (i) use any facilities constructed, improved, cleaned-up or acquired as part of the Project other than for the purpose or purposes set forth in Recipient's Application, or (ii) sell, lease, exchange, abandon, transfer or otherwise dispose of all or substantially all or any substantial portion of or interest in the Property or any facilities constructed, improved, cleaned-up or acquired as part of the Project, without advance notification in writing to OBDD or unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of any facilities constructed, improved, cleaned-up or acquired as part of the Project. Until the fifth anniversary of the date the Project is completed or until such time that the Recipient no longer has an interest in the Property, whichever is earliest, Recipient shall maintain any facilities constructed, improved, cleaned-up or acquired as part of the Project in good repair and operating condition.
- G. Financial Records. The Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.

- H. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- I. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project, or the Grant for a minimum of three years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers, and records until the issues are resolved.
- J. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- K. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- L. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- M. Special Conditions. The Recipient shall:
- (1) Provide the community notification/involvement actions detailed in Exhibit E.
 - (2) Cease all work immediately if any cultural material is discovered during cleanup activities and use notification protocols as detailed in the Inadvertent Discovery Plan dated 18 May 2021.
 - (3) Secure all relevant permits prior to commencement of cleanup activities.
 - (4) Coordinate with regulatory oversight through Oregon Department of Environmental Quality's Cleanup Program.

SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in

writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may notify the U.S. Environmental Protection Agency (“EPA”) of such event, pursue any or all remedies in this Contract, and pursue any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
- (1) Terminating OBDD’s commitment and obligation to make the Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449; however, this provision is not to be construed in a way that Recipient’s obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys’ fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient’s remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD’s obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.

in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules, or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements, or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Business Development Department



YAMHILL COUNTY

By: _____
Chris Cummings, Deputy Director

By: Lindsay Berschauer
Lindsay Berschauer, Chair - Board of
Commissioners

Date: _____

Date: 11/10/22

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ David Berryman per email dated 22 September 2022
David Berryman, Assistant Attorney General

- Exhibit A: General Definitions
- Exhibit B: Project Description
- Exhibit C: Project Budget
- Exhibit D: Special Conditions for Federal Funding
- Exhibit E: Decision Memorandum
- Exhibit F: Community Relations Plan
- Exhibit G: DEQ Concurrence Memo
- Exhibit H: Information Required by 2 CFR § 200.332(a)(1)

Approved As To Form
Christian Boenisch
by _____
Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
11/10/22 by Board Order
22-343

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285A.185 through 285A.188, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 28 June 2022.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Grant under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

Recipient shall contract for completion of the following remedial action activities at 185 South Maple Street, Yamhill, Oregon in Yamhill County (Map & Tax Lot #R3404AC-01500):

- Demolition of the 1,200 square foot building along with removal and appropriate disposal of all building material and miscellaneous hazardous substances to an off-site permitted Subtitle D landfill.
- Decommissioning, removal, and disposal of the underground storage tanks and hoists in compliance with regulatory requirements.
- Excavation, removal, and disposal of contaminated soils in compliance with regulatory requirements.
- Recipient shall ensure that activities are conducted according to an Oregon Department of Environmental Quality (“DEQ”) / EPA approved Quality Assurance Project Plan (“QAPP”) and Sampling Analysis Plan (“SAP”).

Additionally, Recipient shall ensure that the following actions are completed:

- Compliance monitoring is conducted to ensure all removal work is completed effectively;
- A Health and Safety Plan (“HASP”) is prepared that identifies potential hazards to worker health and off-site receptors, recommendations for hazard mitigation, and procedures to protect on-site workers;
- An Inadvertent Discovery Plan (“IDP”) is in place.
- All relevant permits for miscellaneous hazardous substances removal and building demolition are obtained.

At project completion, Recipient shall submit a Project Completion Report (“PCR”) to the OBDD and to DEQ for review and approval.

EXHIBIT C - PROJECT BUDGET

Line Item Activity	OBDD Funds	Other / Matching Funds
UST / Hoist / Contaminated Soils Excavation, Removal and Disposal	\$178,000	\$0
Building Demolition	37,000	0
Environmental Consultant and Project Management	25,000	0
DEQ Regulatory Oversight	20,000	0
Total	\$260,000	\$0

EXHIBIT D - SPECIAL CONDITIONS FOR FEDERAL FUNDING

Recipient shall comply with terms and conditions (including but not limited to the federal cross-cutting authorities) in the Cooperative Grant Agreement #BF-00J96001-3 (awarded 9/11/18), as amended from time to time, between the EPA and OBDD that are applicable to Recipient, the Project, or this Contract, including the following:

- A. Recipient shall visibly post a sign at the Project site or, if more than one site is included in the Project, at a site visible to the general public, acknowledging the participation of OBDD and EPA. The sign shall be installed prior to cleanup and shall be maintained for the duration of the cleanup period.
- B. Recipient shall include the following statement on all plans, reports, bid documents, and other documents relating to the Project:
“The preparation of this document was funded (in part) with funding from the U.S. Environmental Protection Agency and administered by the State of Oregon Business Development Department.”
- C. Recipient shall commence work on the Project no later than six months from the Effective Date of this Contract.
- D. Recipient shall comply with and shall complete the Project in accordance with the attached Decision Memorandum and DEQ Concurrence Memorandum. In the event either of these documents of Decision is modified, Recipient shall, at the request of OBDD, authorize, execute, acknowledge, and deliver such further amendment(s) to this Contract as may be necessary or desirable to conform to such amended OBDD’s Decision Memorandum or DEQ Concurrence Memorandum, respectively. Recipient represents that it has entered into the state cleanup program as a requirement of the Contract and covenants that it shall remain in the program through the duration of the Contract.
- E. Recipient shall immediately report to OBDD, in writing, the discovery of hazardous substances, pollutants or contaminants not identified in the Analysis of Brownfields Cleanup Alternatives (“ABCA”) by Apex Companies, LLC (January 2022), or other material conditions or circumstances of the Property not contemplated at the time the ABCA was approved by DEQ. Upon such conditions or circumstances, OBDD may, notwithstanding any other provision of this Contract, terminate OBDD’s obligation to provide the Grant to Recipient.
- F. OBDD’s obligation under this Contract to disburse Grant proceeds to Recipient to cover eligible costs incurred to conduct remedial action activities described in Exhibit B is conditioned on the approval by the OBDD and DEQ of the plans described below. Accordingly, Recipient may not begin the remedial action activities described in Exhibit B until the following are reviewed and approved by DEQ (the Quality Assurance Plan must also be reviewed and approved by EPA):
 1. A detailed Health and Safety Plan for the Project, prepared in accordance with OSHA regulations including 29 C.F.R. 1910.120 and 1926.
 2. A Quality Assurance Plan, prepared in accordance with the standards established in *Quality Assurance Guidance for Conducting Brownfields Site Assessments* (EPA 540-R-98-038, September 1998, as amended).
 3. A Sampling Analysis Plan setting forth the manner and method of collecting samples at the Property which defines a process for obtaining data of sufficient quality and quantity to satisfy the requirements in 40 C.F.R. 300.415(b)(4)(ii).
- G. Recipient shall follow the Community Relations Plan: “Yamhill County, Carol Glover BP Site Cleanup Project, Project No. #Q22002”, set forth in Exhibit F.

- H. As soon as possible, and in any event prior to advertising for bids for work on the Project, Recipient shall submit to OBDD for review:
1. Bid documents.
 2. Documentation that approval for the activities has been obtained from all applicable regulatory agencies.
- I. Recipient shall comply with the federal prevailing wage provisions in accordance with the federal Davis-Bacon Act, as amended. On the fifth (5) day prior to the date bids are opened for work on the Project, Recipient shall check the current Davis-Bacon Wage Decision Modification electronically at <http://www.wdol.gov/> (WageDeterminationsOnLine.gov) and shall ensure the bid packet contains the Davis-Bacon Wage Decision Modification along with the applicable state prevailing wage rates on that date.
- J. Recipient shall comply with the state prevailing wage provisions in accordance with ORS 279C.800 to 279C.870. When applicable, ORS 279C.830 requires the higher of either the state prevailing wage rates or federal Davis-Bacon Act rates be paid to workers on the public works. Recipient may request applicable rates to be paid to workers from the Oregon Bureau of Labor and Industries pursuant to ORS 279C.817.
- K. Within ten (10) days after selecting a contractor for work on the Project, Recipient shall provide a copy of the notice of award to OBDD.
- L. Prior to the execution of any contract for work on the Project, Recipient shall submit the draft contract to OBDD for review.
- M. If Recipient fails to complete the Project by the Project Completion Deadline, OBDD or its designee or designees may, at OBDD's sole discretion, enter the Property and complete the Project in whole or in part or secure the Property and the Project, as OBDD determines necessary or desirable, in its sole discretion, to protect human health and the environment, all at Recipient's sole cost. If OBDD exercises its right under this Section N. and completes all or a portion of the Project or secures the Property or the Project, or has its designee or designees do so, Recipient shall pay the cost thereof to OBDD upon OBDD's demand. Notwithstanding the foregoing, OBDD shall have no obligation to complete all or any portion of the Project or to secure either the Property or the Project.
- N. Recipient shall comply with all applicable federal and state requirements, including but not limited to:
1. Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended (42 U.S.C. Section 9601 *et seq.*).
 2. Uniform Administrative Requirements for Grants and Cooperative Agreements to Institutions of Higher Education, Hospitals, and other Non-Profit Organizations (40 C.F.R. Part 31) and Cost Principles for Non-Profit Organizations (OMB Circular A-122).
 3. National Oil and Hazardous Substances Contingency Plan (40 C.F.R. Part 300).
 4. Executive Order 11246, as amended, and the implementing regulations at 41 C.F.R. 60-4 relating to federally assisted construction contracts.
 5. The EPA's Disadvantaged Business Enterprise ("DBE") Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33. In accordance with 40 C.F.R., Section 33.301, Recipient shall undertake good faith efforts to give opportunities for DBEs whenever procuring construction, equipment, services and supplies for the Project (which is under an EPA financial assistance agreement), and to require that sub-recipients, loan recipients,

and prime contractors also comply. Records documenting compliance with the following six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

When required, the Recipient agrees to provide information necessary for the state's annual "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A), as it may change from time to time. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at <https://www.epa.gov/grants/epa-grantee-forms>. Recipient shall submit the information on the form to be provided by OBDD.

- 6. OSHA Worker Health & Safety Standards for Hazardous waste operations and emergency response at 29 C.F.R. 1910.120.
- 7. Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended, at 49 C.F.R. Part 24.
- 8. Historic Preservation Act.
- 9. Endangered Species Act.
- 10. Permits required by Section 404 of the Clean Water Act.
- 11. Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333)
- 12. Anti Kickback Act (40 U.S.C. 276c).
- 13. Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 19914 and 19920.

14. EPA Order 100.25 and Executive Order 13423, *Strengthening Federal Environmental, Energy, and Transportation Management*, that require Recipient to use recycled paper for all reports which are prepared as a part of this Contract and delivered to OBDD.
 15. State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C, except that Recipient must follow the \$3,000 federal threshold for “micro-purchases” at 2 CFR 200.320(a). Purchases of goods and non-architectural and engineering services up to that threshold may be made without competition. Purchases above that threshold must follow the provisions for three quotes, as described in ORS 279B.070.
 16. The Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- O. The Authorized Representative executing this Contract on behalf of Recipient certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Recipient shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
 3. Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- P. Recipient shall not award a contract for work on the Project to any person or entity that:
1. is presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state, or local transactions;
 2. has, within a three-year period preceding the Effective Date of this Contract, been convicted or had a civil judgment rendered against them for (a) fraud or commission of a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, (b) violation of federal or state antitrust laws, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

3. is presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under subsection ii. above; or
4. has, within the three-year period preceding the Effective Date of this Contract, had a public transaction terminated for cause or default.

EXHIBIT E - DECISION MEMORANDUM



June 28, 2022

To: Memorandum to File

From: Karen Homolac
Brownfields Program Specialist

Subject: **Decision Memorandum – Yamhill County – Carol Glover BP Cleanup Project,
Project #Q22002**

SUMMARY: Yamhill County (County), a municipality, acquired the site through tax foreclosure in February 2018. Legal description of the site is 185 South Maple Street, Yamhill, Oregon in Yamhill County (Map & Tax Lot #R3404AC-01500); and, is referred to as the Carol Glover BP property (Property). The County will undertake cleanup of the Property in accordance with a Remedial Action Plan (SAP, QAPP, HASP) reviewed and approved by the Oregon Department of Environmental Quality (DEQ) and U.S. Environmental Protection Agency (EPA) Region 10.

The site was entered into DEQ's Leaking Underground Storage Tank (LUST) Database on September 9, 1993. The County is participating in DEQ's Voluntary Cleanup Program (VCP). The site is entered in DEQ's LUST database as #36-93-4164. DEQ will continue to provide oversight of the remedial project and the expense for that oversight is included in the project budget.

National Historic Preservation Act (NHPA) and Endangered Species Act (ESA) review was completed by EPA Region 10 as part of the cleanup award process. An Analysis of Brownfields Cleanup Alternatives (ABCA) was developed and made available for regulatory (EPA and DEQ) and public review and comment prior to award of financing for cleanup actions occurring on the site. One comment – with respect to the demolition of the structure on the Property - was received on the ABCA.

In accordance with the Oregon Brownfields Cleanup Fund Work Plan, the County initially applied for a Brownfields sub-grant in December 2021. Additional updates to the County's sub-grant application followed as documentation and cost estimates to complete the cleanup activities were finalized.

I. PURPOSE

This decision memorandum documents the decision to proceed with a Brownfields sub-grant for cleanup of the property.

II. SITE BACKGROUND

A. Location

The former Carol Glover BP Station Property is located at 185 South Maple Street, Yamhill, Oregon in Yamhill County (Map & Tax Lot #R3404AC-01500). The Property is 0.12-acre in size. The Property has one single story building (approximately 1,200 square feet) and is currently paved with asphalt and concrete.

B. Site History

The Property served as a residential property from the 1890s until the 1910s at which time it was subdivided and redeveloped into the Hotel Royal (Hotel). In the 1920s the Hotel was converted into and then used as a residential apartment complex until the early 1950s. By 1954, the Hotel had been demolished and the current automotive service station building (Building) constructed. The Property remained in operation as an automotive service and gas station until the mid-1990s after which time it was occupied by a beauty shop followed by a restaurant and art gallery. On February 13, 2018, the County tax foreclosed on the Property and it has remained unoccupied since then.

The site was entered into DEQ's LUST database and issued LUST #36-93-4164 on September 9, 1993. In 1993, soil contaminated by petroleum and diesel was identified during the installation of a new water line to the Building. In 2001 and 2002, DEQ utilized LUST Trust funds to assess the abandoned on-site underground storage tanks (USTs). As part of the assessment, the USTs were decommissioned in place along with the removal of 701 gallons of petroleum product. A focused site investigation determined that benzene concentrations in soil and groundwater were present at concentrations above risk-based concentrations (RBCs) for residential vapor intrusion and leaching to groundwater, and total petroleum hydrocarbons as gasoline (TPHg) was present at concentrations that exceeded soil matrix cleanup concentrations. Also 1,1-dichloroethane and vinyl chloride were detected in groundwater but at concentrations below RBCs. In April 2021, a geophysical survey of the Property utilizing ground-penetrating radar confirmed (1) the presence of 5 USTs located adjacent to the Building with associated public and private utilities that had been installed above them; and, (2) two vehicle hoists located beneath the concrete flooring within the Building.

A Hazardous Building Materials Survey of the Building, completed in November 2021, indicated that no asbestos-containing materials were present in the Building; however, lead-based paint was identified on the Building's exterior metal siding along with building components and materials containing miscellaneous hazardous substances such as fluorescent light fixtures in the interior of the Building.

Required remediation actions include excavation, removal and proper disposal of USTs and hoists along with soils containing contaminant concentrations above risk-based standards; and, removal of hazardous building components and materials prior to demolition of the Building.

The following activities are complete with respect to the environmental condition of the Property:

1. Pacific Northern Environmental (PNE), 1993. *Letter Report to Ms. Carol Glover* (July 30, 1993);
2. Oregon Department of Environmental Quality (DEQ), 2002. *Abandoned Tanks Project Report; UST Facility ID #9769; LUST Log #36-93-4164* (March 11, 2002);

3. Pre-Demolition Hazardous Building Materials Survey by Cascade Environmental LLC (December 1, 2021);
4. Site Investigation and Analysis of Brownfields Cleanup Alternatives (ABCA) Work Plan by Apex Companies, LLC 2021, (May 18, 2021);
5. Site Investigation and Analysis of Brownfields Cleanup Alternatives (ABCA) Report by Apex Companies, LLC (January 5, 2022).

III. OREGON BROWNFIELDS CLEANUP FUND SUB-GRANT AUTHORIZATION

A. Release

OBDD is authorized through its Cooperative Agreement with the U.S. EPA (BF-00J96001-3) and pursuant to CERCLA 104(k), to determine if funding a cleanup action on the property is appropriate. As such, OBDD has determined that, based on the results of the site investigation, contaminants identified at the Property include Hazardous Substances as defined consistent with CERCLA. DEQ determined, and concurred with OBDD, in its Concurrence Memo dated April 21, 2022, that the Carol Glover BP Property meets eligibility criteria necessary to be eligible to receive petroleum funding from OBDD's Oregon Brownfields Cleanup Fund. Numerous site investigations (see above for summary of activities) have established the presence of contaminants of concern in soil. Removal of USTs, hoists, piping, and contaminated soils undertaken in compliance with DEQ oversight and regulations will require disposal at a permitted Subtitle D landfill. These contaminants are "hazardous substances" within the meaning of ORS 465.200. The presence of hazardous substances at the Property constitutes a "release" of hazardous substances within the meaning of ORS 465.200 and makes the Property a "facility" within the meaning of ORS 465.200. The site was added to DEQ's LUST Database (LUST #36-93-4164) on September 9, 1993. Click on: <https://www.deq.state.or.us/Webdocs/Forms/Output/FPCController.aspx?SourceId=36-93-4164&SourceIdType=12> to view documents on file with DEQ.

Finally, based on a review of the site's historic environmental record, the site is eligible for EPA brownfields grant program funds since the site (1) is not listed, or proposed for listing, on the National Priorities List; (2) is not subject to a unilateral administrative order, a court order, an administrative order on consent or judicial consent decree issued or entered into by parties under CERCLA; and, (3) is not subject to the jurisdiction, custody, or control of the United States government and has been identified by the State's environmental regulatory authority as not being a RCRA site; (4) the site is not subject to corrective action under the SWDA, nor has any corrective action permit or order been issued or modified to require the implementation of corrective measures; (5) the site is not a land disposal unit; (6) on no portion of the site has there been a release of polychlorinated biphenyls (PCBs) that would be subject to remediation under TSCA; no portion of the site has ever received assistance for response activity obtained under subtitle I of the SWDA from the Leaking Underground Storage Tank Trust Fund established under section 9508 of the IRS Code of 1986; and (7) is not subject to the jurisdiction, custody, or control of the United States government and has been identified by the State's environmental regulatory authority as not being a "high-risk" petroleum site.

The US EPA concurred on the Site Eligibility Outline form from Margaret Olson (EPA Region 10 Project Manager) dated May 24, 2022, that the Property is an eligible brownfields property. The Department submitted the background information as required by US EPA to make this

Decision Memo – Yamhill County
Carol Glover BP Cleanup Project
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determination, initiated in a letter from Karen Homolac, Brownfields Program Specialist, to Margaret Olson on May 23, 2022.

B. Grantee Eligibility

Yamhill County, a municipality, acquired the property through tax foreclosure on February 13, 2018, and is the current owner of the Property. Based on a review of the historic ownership of the site, OBDD determined that the County is not potentially liable, or affiliated with any other person that is potentially liable, for cleanup costs through (a) any direct or indirect familial relationship, (b) any contractual, corporate, or financial relationship with previous owners, or (c) otherwise liable under CERCLA Section 107(a) as a prior owner/operator or generator or transporter of hazardous substances to the site. Additionally, the County is not currently suspended, debarred, or otherwise declared ineligible from receiving federal funding (SAM search 5/20/2022).

The US EPA concurred on the Site Eligibility Outline form from Margaret Olson (EPA Region 10 Project Manager) dated May 24, 2022, that the applicant (County) is an eligible entity as a public entity that did not cause or contribute to the contamination on the property since the County acquired the Property through tax foreclosure. The Department submitted the background information as required by US EPA to make this determination, initiated in a letter from Karen Homolac, Brownfields Program Specialist, to Margaret on May 23, 2022.

C. Authorized Substance

As indicated, numerous site investigations established the presence of contaminants of concern in soil. Removal of USTs, hoists, piping, and contaminated soils undertaken in compliance with DEQ oversight and regulations will require disposal at a permitted Subtitle D landfill. These contaminants are "hazardous substances" within the meaning of ORS 465.200. The presence of hazardous substances at the Property constitutes a "release" of hazardous substances within the meaning of ORS 465.200 and makes the Property a "facility" within the meaning of ORS 465.200. Based on DEQ's determination of contamination on the property and the physical and legal description of the property, the site is an eligible "brownfields site" within the meaning of EPA's brownfields grant program as it is real property, the expansion, redevelopment or reuse of which is complicated by the presence of a hazardous substance.

D. Threat to public health

Yamhill County has a significant need to clean up the project site and make it available for development. The project is located in a combined residential/commercial neighborhood and is zoned GC – General Commercial by the City of Yamhill (City) which permits residential as well as commercial uses. Petroleum contaminated soils and miscellaneous hazardous building materials represent a public health risk which must be addressed prior to and as part of the County's continued efforts to prepare and market the Property for redevelopment.

The selected remedial action for the former Carol Glover BP Cleanup Project is protective of present and future public health, safety and welfare and the environment, is based on a balance of effectiveness, long term reliability, implementability, implementation risk, and reasonableness of cost, and includes removal of contamination to the extent feasible. The selected remedy will achieve acceptable risk levels and prevent or minimize future releases and migration of hazardous

substances in a manner that will not result in greater environmental degradation and includes long-term care to assure protection is maintained. The selected remedy therefore satisfies the requirements of ORS 465.315, and OAR 340-122-0040 and 340-122-0090.

OBDD determined that there is substantial public benefit, as required by CERCLA 104(k)(3)(B)(c) the extent to which a sub-grant award to the County will reclaim a blighted commercial-zoned property for future use.

E. Sufficient time

The County acquired the Property through tax foreclosure in early 2018 and removal of the USTs, hoists, and contaminated soils must be addressed prior to and as part of the County's continued efforts to prepare and market the Property for redevelopment. The County plans to complete environmental cleanup work by December 2022. There is sufficient time to allow for appropriate cleanup prior to reuse of this property.

IV. ENDANGERED SPECIES / SECTION 106 REVIEW

a. Endangered Species Act

US EPA (Margaret Olson, EPA Region 10) determined (email from Margaret Olson dated June 8, 2022) that, ESA has "been done in compliance with EPA Terms and Conditions" and, "no further ESA determination is necessary" for this project.

b. National Historic Preservation Act (NHPA) Section 106 Review

US EPA (Margaret Olson, Region 10) reviewed documentation (completed by DEQ / APEX on behalf of the County) outlining the notification and consultation process completed in accordance with Section 106 of the National Historic Preservation Act.

On November 23, 2021, DEQ notified the Tribal Historic Preservation Officers (THPO) for the Confederated Tribes of Grand Ronde and the Confederated Tribes of Siletz Indians via email of its intent to open a 30-day public comment period for the project's ABCA starting December 1, 2021. No comments were received. DEQ also notified the State Historic Preservation Office (SHPO). SHPO concurred, in a letter dated March 18, 2022, that no historic properties would be affected by the proposed cleanup alternative. SHPO also requested that an Inadvertent Discovery Plan (IDP) be in place during any ground disturbing activities. An IDP was developed and included as Exhibit E of the SI & ABCA Work Plan. DEQ received one comment regarding demolition of the building. DEQ responded to the comment that demolition of the building was necessary to facilitate removal of the USTs and hoists.

Even with a review of the project by the Oregon SHPO and no tribal responses requiring adjustments to the proposed cleanup activities, US EPA recommends that OBDD include language in contracts such that contractors stop work immediately should artifacts be uncovered during the cleanup work, and the State and tribe(s) be immediately notified.

Detail of the SHPO / THPO responses was provided to US EPA (Region 10, Margaret Olson) in a letter request from Karen Homolac, Brownfields Program and Policy Specialist dated June 7, 2022.

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Margaret Olson in an email dated June 8, 2022, concurred that NHPA has “been done in compliance with EPA Terms and Conditions. For the cleanup going forward...another NHPA notification to appropriate tribes and the SHPO will be done by ODEQ.”

IV. SELECTED REMEDY AND ESTIMATED COSTS

a. Cleanup Alternatives

The ABCA was finalized January 5, 2022 and defined and evaluated relevant cleanup alternatives that reduce contaminant concentrations to levels that are protective of human health and the environment. The 30-day public comment for the ABCA opened on December 1, 2021 and ended December 31, 2021. Notice of the public comment period was posted in the Oregon Secretary of State Bulletin on December 1, 2021. The Notice was also published in the McMinnville News-Register on December 1, 2021. DEQ received one comment regarding demolition of the building. DEQ responded to the comment that demolition of the building was necessary to facilitate the removal of the USTs and hoists.

The ABCA examined three cleanup alternatives (NB: A Baseline or No Action alternative was examined but determined to not be protective to human exposure pathways and was not retained for further review). Demolition of the Building is common to all three cleanup alternatives, given the proximity of the USTs to the Building along with the two hoists beneath the concrete floor in the Building:

- (1) UST Decommissioning by Removal; Excavation and Off-Site Disposal of Petroleum-Impacted Soil.
- (2) UST Decommissioning in Place; Excavation and Off-Site Disposal of Petroleum-Impacted Soil from the Fuel Island Area.
- (3) UST Decommissioning in Place; In-Situ Treatment of Petroleum-Impacted Soil and Land Use Restrictions.

b. Selected Alternative and Expected Cleanup Results

The preferred remedial action for the property is Alternative #1 which had an initial estimated cost of \$145,000 but which was adjusted upward to \$215,000 to account for recent cost increases due to inflation. With this alternative (including the removal of the Building coincident with the UST removals), Alternative #1 is the lowest cost alternative, provides relatively easy implementability and moderate implementation risk, and promotes beneficial reuse. Moreover, Alternative #1 outperforms all other Alternatives on effectiveness and reliability criteria.

The County is participating in DEQ’s Voluntary Cleanup Program (VCP). The site is entered in DEQ’s LUST database as #36-93-4164. DEQ will continue to provide oversight of the remedial project and the expense for that oversight is included in the project budget.

c. Public Involvement:

The Property’s environmental record is placed in two public repositories. Repositories are located at Yamhill County’s website and DEQ’s LUST database.

During the cleanup project, the County shall provide the following community notification / involvement actions:

1. Communication notification, outreach and updates will be made available on the County's website <https://www.co.yamhill.or.us/> and will include information and materials relating to any Public Meetings that may be scheduled, a Project Fact Sheet highlighting project history, advances and milestones, and a Comment Form for submittal of comments/questions at any time via phone, email, fax or mail.
2. Publication of a notice before start of Remedial/Removal activities (or after award, whichever date is earlier), in local media outlets announcing the funding award, intended cleanup actions at the site and notifying local businesses, residences, and property owners that a repository of information on the project, including environmental assessment, risk assessments, and other environmental information is available for viewing during normal business hours a:
 - (a) DEQ's Western Region Office, located at 165 E. 7th Avenue, Suite 100, Eugene, Oregon, 97401 or electronically at <https://www.deq.state.or.us/Webdocs/Forms/Output/FPController.ashx?SourceId=36-93-4164&SourceIdType=12> ; and,
 - (b) Yamhill County, located at 535 NE 5th Street, McMinnville, Oregon 97128, electronically at <https://www.co.yamhill.or.us/>.
3. Conduct community briefings to interested community and business groups as requested and as feasible.

d. Long-Term Effectiveness

The cleanup alternative for the property will result in the most long-term and effective cleanup of the three Alternatives considered. The County anticipates removal of contaminants of concern prior to reuse of the property will ensure that the site will be protective of human health and the environment.

VI. COST ESTIMATE

The cost estimate for cleanup was prepared by APEX and is based on the selected cleanup alternative(s). The total project cost is anticipated to be \$260,000. Based on experience from past actions with similar contaminants, removal areas and building demolition, OBDD/DEQ concurs with this estimate.

VII. PROJECT SCHEDULE/TIMELINE

The project cleanup is anticipated to take about six weeks to be scheduled for completion by December 30, 2022.

VIII. RECOMMENDATION

It is recommended that a sub-grant be made to the County in the amount of \$260,000 for:

Recipient shall contract for completion of the following remedial action activities at 185 South Maple Street, Yamhill, Oregon in Yamhill County (Map & Tax Lot #R3404AC-01500):

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- Demolition of the 1,200 square foot Building along with removal and appropriate disposal of all building material and miscellaneous hazardous substances to an off-site permitted Subtitle D landfill.
- Decommissioning, removal and disposal of underground storage tanks and hoists in compliance with regulatory requirements.
- Excavation, removal, and disposal of contaminated soils in compliance with regulatory requirements.
- Recipient shall ensure that activities are conducted according to a DEQ / EPA approved Quality Assurance Project Plan (QAPP) and Sampling Analysis Plan (SAP).

Additionally, Recipient shall ensure that the following actions are completed:

- Compliance monitoring is conducted to ensure all removal work is completed effectively;
- A Health and Safety Plan (HASP) is prepared that identifies potential hazards to worker health and off-site receptors, recommendations for hazard mitigation, and procedures to protect on-site workers;
- An Inadvertent Discovery Plan is in place.
- All relevant permits for miscellaneous hazardous substances removal / building demolition are obtained.

At project completion, Recipient shall submit a Project Completion Report to the Department and to DEQ for review and approval.

EXHIBIT F - COMMUNITY RELATIONS PLAN

**Community Relations Plan
Yamhill County
Carol Glover BP Site Cleanup Project
Project No. #Q22002**

Overview of the Community Relations Plan

The purpose of this Community Relations Plan (CRP) is to describe the strategy to be undertaken by Yamhill County (County) and the State to address the needs and concerns of residents located within a specified area that may potentially be affected by the proposed removal of environmental contamination present at the former Carol Glover BP property (LUST #36-93-4164) located at 185 South Maple Street, Yamhill, Oregon (Property). This CRP outlines how the County and the State have involved, and will continue to involve, affected residents, City/County officials and local organizations in the decision-making process regarding the environmental cleanup of the site.

The County acquired the Property through tax foreclosure in February 2018. The Property is located within the core commercial downtown of the City of Yamhill (City) along Highway 47 which is designated as Maple Street within the City limits. The cleanup of the Property which involves demolition of an existing building constructed in the 1950s, removal of several underground storage tanks, and two automotive hoists located beneath the concrete floor of the building, will assist the County with reclaiming and transforming a blighted property into a vibrant and valuable community asset.

In order to help fund the cleanup effort the County was awarded a cleanup grant through the Oregon Business Development Department's (OBDD) Oregon Brownfields Cleanup Fund. Cleanup of the Property is expected to be complete by the end of December 2022.

Spokespersons and Information Repository

Yamhill County's Spokesperson who may be contacted for this project is:

Mr. Christian F. Boenisch, County Counsel
535 NE Fifth Street
McMinnville, OR 97128
Phone: (503) 434-7502
E-mail: boenischc@co.yamhill.or.us

Any questions regarding the Oregon Brownfields Cleanup Fund Program and financing of this project may be directed to:

Karen Homolac, Brownfields Program Specialist
Oregon Business Development Department
775 Summer Street, NE, Suite 200
Salem, Oregon 97301
Phone: (971) 239-9951
E-mail: karen.homolac@biz.oregon.gov

Yamhill County
Carol Glover BP Property Cleanup Project CRP
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Any questions regarding the Oregon Department of Environmental Quality's Voluntary Cleanup Program and Regulatory Oversight of this site may be directed to:

Donald E. Hanson, RG Oregon Department of Environmental Quality 165 East 7 th Avenue, Suite 100 Eugene, OR 97401 Phone: (541) 7349 or (503) 329-7391 (cell) Email: don.hanson@deq.state.or.us	Mary Camarata Oregon Department of Environmental Quality 165 East 7 th Avenue, Suite 100 Eugene, OR 97401 Phone: (541) 687-7435 or (503) 983-2277 (cell) Email: mary.camarata@deq.oregon.gov
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Site specific and/or Funding Program information is available on the following website addresses:

Oregon Business Development Department:
<https://www.oregon.gov/biz/programs/Brownfields/Pages/default.aspx>

Oregon Department of Environmental Quality:
<https://www.deq.state.or.us/Webdocs/Forms/Output/FPCcontroller.ashx?SourceId=36-93-4164&SourceIdType=12>

A. Site Description

Site Location: The former Carol Glover BP Station Property is located at 185 South Maple Street, Yamhill, Oregon in Yamhill County (Map & Tax Lot #R3404AC-01500). The Property is 0.12-acre in size. The Property has one single story building (approximately 1,200 square feet) and is currently paved with asphalt and concrete.

Site History and Background: The Property served as a residential property from the 1890s until the 1910s at which time it was subdivided and redeveloped into the Hotel Royal (Hotel). In the 1920s the Hotel was converted into and then used as a residential apartment complex until the early 1950s. By 1954, the Hotel had been demolished and the current automotive service station building (Building) constructed. The Property remained in operation as an automotive service and gas station until the mid-1990s after which time it was occupied by a beauty shop followed by a restaurant and art gallery. On February 13, 2018, the County tax foreclosed on the Property and it has remained unoccupied since then.

Investigation and Risk Assessment: To date the following activities have been conducted with respect to the environmental condition of the Property: (1) Pacific Northern Environmental (PNE), 1993. *Letter Report to Ms. Carol Glover* (July 30, 1993); (2) Oregon Department of Environmental Quality (DEQ), 2002. *Abandoned Tanks Project Report; UST Facility ID #9769; LUST Log #36-93-4164* (March 11, 2002); (3) *Pre-Demolition Hazardous Building Materials Survey* by Cascade Environmental LLC (December 1, 2021); (4) *Site Investigation and Analysis of Brownfields Cleanup Alternatives (ABCA) Work Plan* by Apex Companies, LLC 2021, (May 18, 2021); and, (5) *Site Investigation and Analysis of Brownfields Cleanup Alternatives (ABCA) Report* by Apex Companies, LLC (January 5, 2022).

Yamhill County
Carol Glover BP Property Cleanup Project CRP
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The County is participating in DEQ's Voluntary Cleanup Program (VCP). The site is entered in DEQ's LUST database as #36-93-4164. DEQ will continue to provide oversight of the remedial project and the expense for that oversight is included in the project budget.

Analysis of Brownfield Cleanup Alternatives and Recommended Remedy: The ABCA, prepared by Apex Companies, LLC, was submitted to DEQ and EPA. The ABCA was open for comment in a 30-day public comment period from December 1, 2021, through December 31, 2021. Notice of the ABCA was published in the December 2021 Secretary of State Bulletin and in the December 1, 2021, McMinnville News-Register, a local newspaper. DEQ received one comment regarding demolition of the building. DEQ responded to the comment that demolition of the building was necessary to facilitate the removal of the USTs and hoists. DEQ issued its Concurrence of Decision recommending Alternative 1 for implementation on April 21, 2021.

The ABCA defined and evaluated relevant cleanup alternatives that reduce contaminant concentrations to levels that are protective of human health and the environment. The ABCA evaluated three cleanup alternatives effectiveness, implementability, and cost. Demolition of the Building was common to all three cleanup alternatives, given the proximity of the USTs to the Building along with the two hoists located beneath the Building's concrete floor. The preferred remedial action for the property is Alternative #1: UST Decommissioning by Removal; Excavation and Off-Site Disposal of Petroleum-Impacted Soil. Alternative #1 meets all of the Remedial Action Objectives outlined for the property, as well as, the implementability and effectiveness criteria at a substantial cost savings over Alternative #2 and 3.

Specific details regarding proposed alternatives and the preferred remedial action is available in the Analysis of Brownfields Cleanup Alternatives: *Site Investigation and Analysis of Brownfields Cleanup Alternatives (ABCA) Report by Apex Companies, LLC (January 5, 2022)* and made available at:

https://www.deq.state.or.us/Webdocs/Controls/Output/PdfHandler.ashx?p=1fa96396-c2b6-47c9-b866-6d96e9bab29bpdf&s=36-93-4164-CarolGlover-SI_and_ABCARepor01-05-2022.pdf

Implementation of selected Alternative will require the following:

- Compliance monitoring to ensure all removal work is completed effectively.
- A Health and Safety Plan to identify potential hazards to workers both on- and off-site.
- An Inadvertent Discovery Plan is in place.
- All relevant permits for miscellaneous hazardous substance removal / building demolition are obtained.
- Continued oversight through cleanup of the site from DEQ.

Nature of Threat to Public Health and Environment: The project is located in a combined residential/commercial neighborhood and is zoned GC – General Commercial by the City which permits residential as well as commercial uses. Petroleum contaminated soils and miscellaneous hazardous building materials represent a public health risk which must be

addressed prior to and as part of the County’s continued efforts to prepare and market the Property for redevelopment.

The selected remedial action for the former Carol Glover BP Cleanup Project is protective of present and future public health, safety and welfare and the environment, is based on a balance of effectiveness, long term reliability, implementability, implementation risk, and reasonableness of cost, and includes removal of contamination to the extent feasible. The selected remedy will achieve acceptable risk levels and prevent or minimize future releases and migration of hazardous substances in a manner that will not result in greater environmental degradation, and includes long-term care to assure protection is maintained. The selected remedy therefore satisfies the requirements of ORS 465.315, and OAR 340-122-0040 and 340-122-0090.

B. Community Background

The Property is located within a mixed-use commercial/residential area of the City of Yamhill and is situated along Highway 47 which is designated as Maple Street with the city limits of the City of Yamhill. The Building is currently vacant and scheduled for demolition.

C. Chronology of Community Notification/Involvement

Date	Subject	Action
1/7/2021	Yamhill Board of Commission Meeting	Board of Commission approved the funding applications and access agreement for the site.
11/23/2021	Tribal Historic Preservation Officers (THPO) Notified of Cleanup Project	DEQ notified THPOs for the Confederated Tribes of Grand Ronde and the Confederated Tribes of Siletz Indians via e-mail of intent to open 30-day comment period for projects ABCA starting December 1, 2021.
11/23/2021	State Historic Preservation Office (SHPO) Notified of Cleanup Project	DEQ notified SHPO of intent to demolish building and conduct cleanup activities on Property. SHPO requested an Inadvertent Discovery Plan be in place during any ground disturbing activities.
12/1/2021 – 12/31/2021	ABCA Public Comment Period	DEQ published Public Comment Notice in Secretary of State’s Bulletin and in McMinnville News-Register. Public comment period was open for 30-days and closed on December 31, 2021. One public comment received regarding demolition of building.
4/14/2022	Yamhill County Board of Commissioners Meeting	County approves through Board Order 22-115 submittal of application to Business Oregon for funding assistance to cleanup Property.

D. Continued Community Notification/Involvement Action Plan

During the cleanup project, the County shall provide the following community notification / involvement actions:

Yamhill County
 Carol Glover BP Property Cleanup Project CRP
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- Communication notification, outreach and updates will be made available on the County's website <https://www.co.yamhill.or.us/> and will include information and materials relating to any Public Meetings that may be scheduled, a Project Fact Sheet highlighting project history, advances and milestones, and a Comment Form for submittal of comments/questions at any time via phone, email, fax or mail.
- Publication of a notice before start of Remedial/Removal activities (or after award, whichever date is earlier), in local media outlets announcing the funding award, intended cleanup actions at the site and notifying local businesses, residences, and property owners that a repository of information on the project, including environmental assessment, risk assessments, and other environmental information is available for viewing during normal business hours:
 - (a) DEQ's Western Region Office, located at 165 E. 7th Avenue, Suite 100, Eugene, Oregon, 97401 or electronically at <https://www.deq.state.or.us/Webdocs/Forms/Output/FPCcontroller.ashx?SourceId=36-93-4164&SourceIdType=12> ; and,
 - (b) Yamhill County, located at 535 NE 5th Street, McMinnville, Oregon 97128, electronically at <https://www.co.yamhill.or.us/>.
- Conduct community briefings to interested community and business groups as requested and as feasible.
- If any cultural material is discovered during remediation activities, all work should cease immediately as per the Inadvertent Discovery Plan until a professional archaeologist can assess the discovery.

EXHIBIT G - DEQ CONCURRENCE MEMO



Memorandum

To: Karen Homolac

From: Mary Camarata

Date: April 21, 2022

Subject: Concurrence for Brownfields Funding for the former Carol Glover Site (LUST # 36-93-4164), in Yamhill, Oregon

Purpose

This memorandum documents the Oregon Department of Environmental Quality's (DEQ's) concurrence of the former Carol Clover Property's eligibility to receive petroleum cleanup funding from the Oregon Coalition Brownfields Cleanup Fund administered by Business Oregon.

Site History and Background

According to DEQ's UST database, five USTs were installed in 1964 at the former service station. Historical aerial photos show that the building was used as a service station since at least 1954. It is believed that auto repair was likely performed at the station because of the present of two automotive hoists inside the building. Petroleum contamination was documented in 1993 and in the early 2000s. DEQ made several attempts including taking enforcement actions to get the property owner, Carol Glover to address the documented releases and to decommission the USTs.

The 1998 City Directory indicates that the Site was converted to a beauty supply store. Prior to 2018, the property was converted again for use as a restaurant and art gallery; and in 2018, Yamhill County foreclosed on the Site and the property is currently unused.

Below is a summary of environmental assessment work that was conducted at the former service station and DEQ's recommendation to address historical contamination.

- In 1993, gasoline and diesel contamination in soil was identified in samples collected from a depth of about 2 feet from a ditch dug for a water line. No sampling was done from the former tank nest or product line runs at that time.
- In 2001 and 2002, DEQ utilized LUST Trust funds to assess the USTs at this abandoned tank site. The DEQ emptied and rinsed the USTs (701 gallons of product and 3,120 gallons of product/water were removed) and conducted a focused site investigation. Total petroleum hydrocarbons as gasoline (TPHg), TPH as diesel (TPHd), and volatile organic compounds (VOCs) were detected in soil samples, and VOCs were detected in

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Memorandum

groundwater. Contaminants were present at concentrations above Risk-Based Concentrations (RBCs) and soil matrix cleanup concentrations.

- On July 22, 2021 DEQ's contractor (Apex) oversaw the completion of eight soil borings (i.e., SB-1 through SB-8) to investigate the presence or absence of impacts to soil and groundwater associated with the USTs.

Chemicals of potential concern (COPCs) were detected in shallow soil in the immediate vicinity of the UST lines near the former pump island at depths between 2 and 3 feet bgs. In soil samples collected at depths greater than 3 feet bgs, COPCs were not detected or were detected at concentrations lower than RBCs. One COPC (lead) is present in groundwater on the southern boundary of the site, but groundwater sampling was limited due to equipment refusal during drilling and additional groundwater contamination may exist. Soil samples were also not collected from beneath the USTs as they remain in place at the Site, so additional soil contamination may be present in the immediate vicinity of the USTs.

- Apex conducted a hazardous building material inspection. No asbestos-containing materials were identified in the structure, and TCLP analysis indicated that the building material is not considered hazardous waste. Two paint samples collected from exterior metal siding were identified as lead-based paint. A visual inspection for the potential presence of hazardous materials such as PCBs, fluorescent light tubes, and ballasts indicated the following potentially hazardous materials: three fluorescent light fixtures containing six fluorescent tubes; and one in-wall air-conditioning unit.
- DEQ recommended removal of USTs, hoists, piping, and soil contamination. In order to remove the USTs near the building and hoists inside the building, the building will need to be demolished.

Analysis of Brownfield Cleanup Alternatives

An Analysis of Brownfield Cleanup Alternatives (ABCA) was completed for the project in November 2021. The ABCA presented various cleanup options based on the site remedial action objectives and other balancing factors including implementability, cost, and protectiveness. The ABCA underwent a 30-day public comment period in December 2021. DEQ received one comment about not demolishing the building. DEQ responded to the comment that demolition of the building was necessary to remove the USTs and hoists.

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Several site documents associated with the site investigation and cleanup are available on DEQ's Leaking Underground Storage Tanks database (LUST No. 36-93-4164) at:
<https://www.deq.state.or.us/Webdocs/Forms/Output/FPCController.aspx?SourceId=36-93-4164&SourceIdType=12>

Eligibility

In order to be eligible for EPA-Brownfield petroleum cleanup funding, the site must meet certain requirements. Those requirements and specifics regarding the former Carol Glover Property's eligibility are presented in the attached DEQ former Carol Glover Property Petroleum Determination letter, dated January 20, 2021.

The former Carol Glover Property meets the requirements for EPA-Brownfield funding and DEQ concurs that the former Carol Glover Property should receive the brownfield award to implement the selected cleanup remedy.

Enc: Oregon DEQ letter, January 20, 2021

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Oregon

Kate Brown, Governor

Department of Environmental Quality
Western Region Eugene Office
165 East 7th Avenue, Suite 100
Eugene, OR 97401
(541) 686-7838
FAX (541) 686-7551
TTY 711

January 20, 2021

Margaret Olson
US EPA Region 10
Oregon Operations
805 SW Broadway, Suite 500
Portland, OR 97205

**Re: ODEQ's Response Grant - RP-97056614
Former Carol Glover Property – Phase II
185 South Maple St.
Yamhill, Oregon 97148
Map & Taxlots # R3404AC-01500 and R3404AC-01501**

Dear Margaret:

The Oregon Department of Environmental Quality (ODEQ) reviewed information provided by the Yamhill County associated with the former Carol Glover Property located at 185 South Maple St., in the City of Yamhill. The tax lots are 1500 and 1501. The former Carol Glover Property is a 0.1-acre parcel zoned commercial. Yamhill County foreclosed on the property on February 13, 2018. The site has a former gas station building with an attached pump island canopy, and unoccupied house. The site has four underground storage gasoline tanks, and one waste oil tank. It is believed there is a hoist inside the former gas station building.

The Property is listed in the ODEQ's Leaking Underground Storage Tank database as LUST # 36-93-4164. It is not listed ODEQ's Environmental Cleanup Site Information database.

Yamhill requested assistance to determine the extent of petroleum contamination. In the process of determining the extent of the contamination, the underground storage tanks need to be decommissioned.

Our review was performed to determine if the Property is eligible to receive funding from US Environmental Protection Agency (EPA) under ODEQ's response grant RP-97056614. Based on the review of available information, ODEQ has determined that the Property meets the eligibility

criteria. Therefore, the Property is eligible to receive EPA grant funding to complete a Phase 2 assessment.

Eligibility Evaluation

In order to determine the site's eligibility, ODEQ used the criteria in Appendix 1 Section 1.3.2 of the EPA's "*FY18 Guidelines for Brownfields Cleanup Grants*" as a guide.

Appendix 1 Section 1.3.2 *Contamination by Petroleum or Petroleum Product* states:

"For a petroleum contaminated site(s) that otherwise meets the definition of a brownfield site to be eligible for funding, EPA or the state must determine:

1. the site is of "relatively low risk" compared with other "petroleum-only" sites in the state; and
2. there is no viable responsible party; and
3. the site will not be assessed, investigated or cleaned up by a person that is potentially liable for cleaning up the site.
4. petroleum-contaminated sites must not be subject to a corrective action order under the Resource Conservation and Recovery Act (RCRA) §9003(h)."

"Relatively Low Risk"

Appendix 1 Section 1.3.2 states that "Our (EPA) preliminary view is that the following types of petroleum-contaminated sites are high risk sites, or are not of "relatively low risk."

1. "High risk" sites currently being cleaned up using LUST trust fund monies.
2. Any petroleum-contaminated site that currently is subject to a response under the Oil Pollution Act (OPA).

Note: Any site that does not fall under any of the provisions listed above would be considered to be of relatively low risk for the purposes of determining eligibility for a brownfields grant."

Response: In 2002, the Property received assessment funding from leaking UST trust monies. However, the Property is not currently receiving leaking UST funding. Also, the Property is not subject to a response under the Oil Pollution Act. Thus, DEQ has concluded that the Property meets the EPA eligibility criteria for "relatively low risk".

"A Site for Which There is No Viable Responsible Party"

Appendix 1 Sections 1.3.2 states "A petroleum-contaminated site may be determined to have no responsible party if the site was last acquired (regardless of whether the site is owned by the applicant) through tax foreclosure, abandonment, or equivalent government proceedings, and that site meets the criteria in (1) below. Any petroleum-contaminated site not acquired by a method will be determined to have a responsible party if the site fails to meet the criteria in both (1) and (2) below.

- 1) No responsible party has been identified for the site through:
 - (a) an unresolved judgment rendered in a court of law or an administrative order that would require any party (including the applicant) to conduct the activities

- (including assessment, investigation, or cleanup) contemplated by the grant proposal;
- (b) an unresolved enforcement action by federal or state authorities that would require any party (including the applicant) to conduct the activities (including assessment, investigation, or cleanup) contemplated by the grant proposal; or
 - (c) an unresolved citizen suit, contribution action or other third party claim brought against the current or immediate past owner for the site that would, if successful, require the activities (including assessment, investigation, or cleanup) contemplated by the grant proposal to be conducted.
- 2) The current and immediate past owner did not dispose of, or own the subject property during the dispensing or disposal of any contamination at the site, did not exacerbate the contamination at the site, and took reasonable steps with regard to the contamination at the site.

Response: The current owner is Yamhill County. The County foreclosed on the Property in February 3, 2018. The previous owner was Carol Glover. She was not cooperative with ODEQ to assess and decommission the gas station fueling tanks in the late 1990s and early 2000s. Because the site was foreclosed on by Yamhill County the previous owner is not considered a viable responsible party.

ODEQ has not identified any judgments rendered in a court of law or an administrative order that would require a party to assess, investigate, or cleanup the Property. ODEQ or EPA do not have any enforcement actions against any party to assess, investigate, or cleanup the Property. No responsible party has been identified through a judgment, federal or state enforcement action, or citizen suit. Therefore, ODEQ concludes that the Property meets the EPA eligibility criteria for no financially viable responsible party.

“Cleaned Up by a Person Not Potentially Liable”

Appendix 1 Section 1.3.2 states “Brownfields funding may be awarded for the assessment and cleanup of petroleum-contaminated sites provided they meet the requests below:

- 1) the applicant has not dispensed or disposed of or owned the property during the dispensing or disposal of petroleum or petroleum-product at the site, and
- 2) the applicant did not exacerbate the contamination at the site and took reasonable steps with regard to the contamination at the site.”

Response: The applicant, ODEQ, has not dispensed petroleum or petroleum-products at the Property, nor have they exacerbated the contamination at the Property.

“Is Not Subject to Any Order Issued under §9003(h) of the Resource Conservation and Recovery Act (RCRA)”

The Property is not subject to a corrective action order under a RCRA §9003(h).

If you have any questions or need clarification of any of the issues addressed in this letter, please do not hesitate to call me at (541) 687-7435.

Former Carol Clover Property
Jan 20, 2021
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Sincerely,

Mary Camarata

Mary Camarata
Western Region Brownfields Coordinator
DEQ Western Region Office

EXHIBIT H - INFORMATION REQUIRED BY 2 CFR § 200.332(A)(1)

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in DUNS): Yamhill County
- (ii) Subrecipient's DUNS number: 062787684
- (iii) Federal Award Identification Number (FAIN): 00J96001-03 (iv) Federal Award Date: 18 September 2014
- (v) Sub-award Period of Performance Start and End Date: 36 months from Contract execution
- (vi) Total Amount of Federal Funds Obligated by this Contract: \$260,000
- (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: \$260,000
- (viii) Total Amount of Federal Award to the pass-through entity: \$2,400,000
- (ix) Federal award project description: Funds will be used for issuance of cleanup loans to public and private borrowers that are cleaning up contaminated properties for redevelopment.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Environmental Protection Agency
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity: Ed Tabor, Programs & Incentives Manager, 503-949-3523
- (xi) CFDA Number and Name: 66.818 Brownfields Assessment and Cleanup Cooperative Agreements
Amount: \$260,000
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: N/A

*For the purposes of this Exhibit H, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.