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FAX COVER SHEET

Raintree Nursery
Mel & Lerah Parker
P.O.Box 609
Libby, MT 59923
Lincoln
Fax & Phone
406-293-9705

SEND TO	
Company name E.P.A.	From Mel & Lerah Parker
Attention Paul Peronard	Date July-8/02.
Office location	Office location P.O.Box 609
Fax number 303-312-6962	Phone number 406-293-9705

☐ Urgent ☑ Reply ASAP ☐ Please comment ☐ Please review ☐ For your information

Total pages, including cover: 4

COMMENTS

Paul:
Enclosed is Request Regarding the Most Recent Reimbursement Agreement Sent to us last month.
Lerah has been in N. Carolina for two months and I in Canada off and on.
Thus the Delay in this Response
Thank you
Mel Parker

July-1/02

Paul:

Before leaving for Canada on June-24/02 I received the latest copy of the Reimbursement Agreement from Mr. Tom Lewis, our Attorney.

It has been brought to my attention that this Agreement was not going to be consumated until there was a signed Restoration Plan. I had no idea that this was to be a Requirement. If this is true then was it not possible to expedite the Restoration Plan itself over the past year? I see where concurrence to the Plan has been included in the most recent Reimbursement Plan.

Two other comments Paul:

Under Release of Claims: III (Last Sentence)

You want me to release the E.P.A. "of any and all claims."

Will you folks provide me with written assurance that if Upper Rainy Creek re-contaminates our property prior to or during that phase of "Clean-up" that you will re-enter our land and be willing to repair and compensate?

AT THIS POINT IN TIME, WE HAVE NOT RECEIVED A COPY OF THE C.D.M. PROPOSAL FOR THE RESTORATION OF RAINY CREEK ON OUR PROPERTY. THIS SITUATION, AS YOU ARE WELL AWARE, HAS BEEN ON GOING SINCE PRIOR TO THE SHUT DOWN IN DECEMBER OF 2001.

I HAVE HAD THE HYDROLOGISTS FROM FOUR DIFFERENT ORGANIZATIONS PROVIDE INPUT ON THE CURRENT CONDITION OF RAINY CREEK AS WELL AS THE FUTURE NEEDS. THIS HAS BEEN SUBMITTED TO VOLPE AND MY MOST RECENT RESPONSE FROM E.P.A. IS THAT NONE OF THESE PROPOSALS WILL BE IMPLEMENTED IN THE FINAL PLAN CURRENTLY BEING DRAFTED BY C.D.M.

THEREFORE, I ONCE AGAIN ASK YOU, WILL YOU ONCE AGAIN PROVIDE US WITH WRITTEN ASSURANCE THAT E.P.A. WILL DO WHAT IS NECESSARY IN THE IMMEDIATE FUTURE TO STABILIZE RAINY CREEK ON OUR PROPERTY?

THE SECOND POINT REFERS TO "RESERVATION OF RIGHTS" IV.

- THE E.P.A. SHALL HAVE THE RIGHT TO RECOVER COSTS FROM ANY POTENTIALLY RESPONSIBLE PARTY.

WHY DO YOU INCLUDE THIS? MR. LEWIS HAS BEEN ASKED BY US TO ADDRESS THIS POINT SINCE THE REIMBURSEMENT AGREEMENT WAS FIRST PRESENTED TO US.

WE HAVE STIPULATED TO YOU FOLKS IN A PRIOR REIMBURSEMENT AGREEMENT THAT WE BOUGHT THE PROPERTY WITH NO KNOWLEDGE OF ASBESTOS CONTAMINATION AND.

THE HEAD OF THE E.P.A., MS CHRISTIE TODD WHITMAN, STATED PUBLICLY THAT NEITHER RESIDENTIAL OR BUSINESS PROPERTIES CAUGHT UP IN THE EMERGENCY OR SUPERFUND CLEAN-UP WOULD BE LIABLE FOR E.P.A. COSTS.

PLEASE TAKE A FEW MOMENTS OF YOUR VALUABLE TIME TO ADDRESS THESE CONCERNS AND PROVIDE US WITH A REIMBURSEMENT PLAN THAT IS FAIR AND TIMELY.

SINCERELY,

Mel & Sarah Parker