



Oregon

Kate Brown, Governor

Department of Environmental Quality

Western Region Eugene Office

165 East 7th Avenue, Suite 100

Eugene, OR 97401

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TTY 711

June 17, 2022

Stan Schlosser
Space, LLC
2190 Joseph St
Medford, OR 97501-1337

RE: Additional Work Required for Petroleum Leak
SPACE LLC, 2208 JOSEPH ST, MEDFORD, JACKSON
LUST No. 15-13-1227

Dear Stan Schlosser:

You are receiving this letter because the Oregon Department of Environmental Quality (DEQ) maintains an open file on your leaking underground storage tank (LUST). Additional investigation of the contamination and possible cleanup may be necessary before DEQ can issue a no further action determination indicating the petroleum contamination does not pose an unacceptable risk to human health and the environment. A no further action letter is usually needed to sell or refinance the property.

You are required to assess and clean up petroleum leaks and to submit all reports, plans, laboratory data and other documentation to DEQ per Oregon Administrative Rule 340-122-0217. If you have performed additional investigation or cleanup at the property but have not submitted this information to DEQ, please do so.

DEQ encourages you to sign the enclosed LUST Cost Recovery Agreement and return the agreement to DEQ. A signed agreement will prioritize your site for DEQ review. Once DEQ receives the signed agreement, the project will be assigned to the next available project manager. Information on the Leaking Underground Storage Tank Cleanup Program's cost recovery process may be viewed at <https://www.oregon.gov/deq/tanks/Pages/Cost-Recovery.aspx>.

If you have any questions about the Leaking Underground Storage Tank Cleanup Program, visit our website <https://www.oregon.gov/deq/tanks/Pages/Leaking-Undergr-Tanks.aspx>.

If you have any questions about this letter, please visit <https://www.oregon.gov/deq/tanks/Pages/FAQs-on-cleanup-notice.aspx> for more information, or contact DEQ's LUST Duty Officer at (503) 229-5696 or by email at info.lust@deq.oregon.gov.

Sincerely,

Michael E. Kucinski, Manager
Western Region Cleanup & Emergency Response

Enclosure: Cost Recovery Form, FAQs on Underground Storage Tank cleanup notices
cc: File, LUST# 15-13-1227



OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
LEAKING UNDERGROUND STORAGE TANK PROGRAM

LUST Cost Recovery Agreement

This document serves as an agreement between the undersigned (hereinafter "you") and the Department of Environmental Quality (DEQ) regarding DEQ site-specific technical consultation, review, and oversight of the investigation and/or cleanup of petroleum (hazardous substances) at the property located at:

Facility Name: SPACE LLC

Address: 2208 JOSEPH ST, MEDFORD

LUST No.: 15-13-1227

DEQ agrees to review environmental documents submitted by you or on your behalf regarding the investigation and/or cleanup of the above-referenced site. Additional details regarding DEQ oversight will be established upon review of the initial site data.

DEQ requires that persons requesting DEQ site-specific technical consultation, review, and oversight of investigation and cleanup activities agree to the terms of this agreement and pay project oversight costs.

DEQ project oversight costs will include direct costs and indirect costs. Direct costs include site-specific expenses and legal costs. Indirect costs are those general management and support costs of the DEQ, including the Land Quality Division (LQD), allocable to DEQ oversight of this agreement and not charged as direct, site-specific costs. Indirect charges are based on a percentage of direct personal services costs. Review and oversight costs shall not include any unreasonable costs or costs not otherwise recoverable by DEQ under ORS 465.255.

DEQ costs are due within thirty (30) days of issuance of the monthly statement, by a check made payable to the "Department of Environmental Quality".

Electing not to enter into this agreement does not release you from any responsibility that you might have for any reporting requirements, investigation and/or cleanup of petroleum (hazardous substances) at the above referenced facility. This does not preclude the DEQ from conducting audits or inspections of all or portions of the investigation and cleanup activities associated with this facility. Enforcement action may be initiated if any violation of DEQ requirements is found.

Either DEQ or you may terminate this agreement by giving 15 days advance written notice to the other. Only those costs incurred or obligated by DEQ prior to the effective date of any termination of the agreement shall be 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.

You will hold DEQ harmless for any claims (including but not limited to claims of property damage or personal injury) arising from DEQ review and/or oversight activities under this agreement.

This agreement is not and shall not be construed to be an admission by you of any liability under ORS 465.255 or any other law or as a waiver by you of any defense to such liability. This agreement is not and shall not be construed to be a waiver, release, or settlement of claims that DEQ may have against you or any other responsible person nor is this agreement a waiver of any enforcement authority that DEQ may have.

The DEQ Western Region Cleanup Program will be responsible for the review and oversight of the investigation and cleanup activities associated with the property. Please refer all site-specific inquiries to deqwr.cleanup@deq.oregon.gov.

All inquiries regarding cost recovery and/or invoices should be directed to Dawn Ismerio at 503-229-5812.

If the terms of this agreement are acceptable, please have it executed by an authorized officer in the space provided below. In order to more effectively schedule your project, please return this agreement within 30 days of receipt to: DEQ Western Region Eugene Office, Cleanup Program, 165 East 7th Avenue, Suite 100, Eugene, OR 97401 or you may scan and email the completed form to deqwr.cleanup@deq.oregon.gov.

Accepted and agreed to this _____ day of _____, 2022

Signed By: _____

Print Name: _____

Title: _____

Please provide the following information as to where the invoices should be sent:

Individual Name: _____

Title: _____

Company Name: _____

Mail Address: _____

City, State, Zip: _____

Phone Number: _____

E-mail Address: _____