



Oregon

Tina Kotek, Governor

Department of Environmental Quality

Northwest Region

700 NE Multnomah Street, Suite 600

Portland, OR 97232

(503) 229-5263

FAX (503) 229-6945

TTY 711

December 11, 2023

9220 N Whitaker Rd LLC
c/o Kris Edwards
4380 S Macadam Ave, Suite 440
Portland, OR 97239

RE: UST Compliance Inspection
DEQ UST # 10269
North Portland Express Care

Attention 9220 N Whitaker Rd LLC,

The Oregon Department of Environmental Quality (DEQ) is conducting underground storage tank (UST) inspections throughout Oregon. The purpose of this letter is to inform you that your facility, among others, has been selected for inspection. A thorough inspection of your facility will be conducted to determine compliance with state and federal UST requirements. The inspection will include a file review, compliance testing documentation, and a site visit. **The date you receive this letter is the date that the inspection starts.** If you have work done after that date, you will need to have the previous set of records available for evaluation in addition to the most recent records.

If I do not hear from you, the site visit for this inspection for this facility is scheduled for January 17, 2024, starting at approximately 3 PM. Please note that the inspection will require uninterrupted participation and attendance by you or a knowledgeable assistant. For the site visit part of the inspection, you need to provide access to tank fill ports. DEQ will not touch the equipment or enter the facility; if you are unable to assist with equipment access, please have your UST Service Provider there.

To complete this inspection, you will need to have required proof of financial responsibility and proof of A/B operator training available on-site on the day of the inspection or sent to me prior to the inspection at dave.pardue@deq.oregon.gov. If the records are not available during the day of the inspection, you will have five (5) business days to provide the records to me electronically, after which time this facility may be subject to enforcement actions.

Our records indicate that the USTs at your facility are in Temporary Closure. During the site visit, the DEQ will verify that the tanks are empty as defined by OAR 340-150-0010(32) and the equipment is secure as indicated in OAR-340-0167.

At a minimum the following records are required to complete this inspection:

- Financial responsibility mechanism.
- Cathodic protection testing (if applicable).
- Tank lining records (if applicable).

As stated previously, DEQ will not touch any equipment and if you are unable to assist with equipment access, please have your UST Service Provider there to remove fill port lids and be prepared to stick the tanks to show the presence of any liquid.

If violations are found at the time of the inspection without prior notification, DEQ is required to initiate enforcement action. For UST violations, enforcement usually begins with a field citation option, which includes paying a monetary fine and conducting corrective actions.

Some enforcement may be referred to the Office of Compliance and Enforcement for further review which may result in civil penalties.

Thank you for your cooperation. I can be reached at 503-360-4287 or dave.pardue@deq.oregon.gov to answer any questions you may have and assist you in the preparation for your inspection.

Sincerely,

Dave Pardue

Dave Pardue
Underground Storage Tank Program Coordinator

CC: File

Mark Drouin
UST Program
Mark.drouin@deq.oregon.gov
541-213-1204

Sean Colletta
1800 Wazee St Ste 500
Denver, CO 80202-2526



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OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
Underground Storage Tank Program

CATHODIC PROTECTION TEST REPORT
FORM COVER PAGE AND INSTRUCTIONS

Steel underground storage tank (UST) systems are required to have cathodic protection (CP) systems in order to prevent corrosion and possible failure of UST system components. These CP systems are required to be inspected and tested at regular intervals in order to demonstrate they are providing the necessary protection. This report form is intended to provide a format, technical references, and guidelines for adequate performance and documentation of cathodic protection (CP) system testing.

CP System Testing Frequency and Reporting - Oregon Administrative Rule (OAR) 340-150-0325(2), requires inspection and testing of CP systems within six months of installation and at least every three years thereafter. Owners and permittees of UST systems are required to report any failed CP system test results within 24 hours and submit a report of the test results. Passing CP system test results do not need to be reported to the DEQ. However, owners and permittees are required to keep records of CP system tests and must have the last two test results available for review during an inspection. Although only the last two CP test results are required to be kept, DEQ recommends that copies of all CP tests results be maintained for the operating life of the UST system.

CP Testing Standards & References - Oregon rules specify that inspection and testing of CP systems must be done in accordance with the National Association of Corrosion Engineers (NACE RP-0285), "Standard Recommended Practice: Corrosion Control of Underground Storage Tank Systems by Cathodic Protection." In addition, some UST manufacturers have specific procedures described for testing a CP system. For example, the Steel Tank Institute (STI), which manufactures the commonly found STI-P3 tanks, has a recommended practice for CP testing as well as a manufacturer's certification for testing STI tanks.

CP Test Station - Oregon Rules also require a permanent CP "test station" be installed or a written CP system test procedure be established. As described in OAR 340-150-0320(3)(d), a CP "test station" must have an electrical connection to the structure (tank and/or pipe) and access for placing a reference cell. A written test procedure must contain sufficient detail to ensure repeatable test procedures.

Steel Tank Integrity Assessment - Of critical importance in designing, installing, and testing of all CP systems is assessing the integrity or condition of the steel tank to be protected. Steel tanks and piping that have had CP systems installed must complete an integrity assessment of the steel tank as described by OAR 340-150-0560. Documentation of the integrity assessment must be kept with the permanent facility records and be available for review at the time of a DEQ inspection.

Protection Of All UST System Components - Oregon Administrative Rule 340-150-0325(1), requires CP for all UST system components that routinely contain product. This

includes all stainless steel flex-lines, steel fittings, and steel piping, including those in dispensers and sumps, that may be in contact with soil, backfill material, and water. These steel UST system components must be isolated from the soil, backfill and water or have a CP system installed. CP systems installed to protect these portions of a UST system must be tested just as the CP systems that protect the tank(s).

UST System Modifications & Repairs Notifications – Both 30 & 3 day notices are required to “modify” a UST system. Modifying a UST system includes installation of a CP system that did not previously exist. For example, installation of spike anodes or ankle bracelets to pipe and/or fittings that did not previously have CP. Another modification example would be installing an impressed current CP system after a galvanic system has failed. An example of a CP system repair would be installing new anodes after failure of existing anodes

UST Supervisor & Service Provider Licenses – Installation, modification, testing, repair and replacement work with CP systems always requires both an Oregon CP Supervisor license and an Oregon Service Provider license. Design of field-installed CP systems must be done by a corrosion expert or engineer with appropriate background in CP system design.

USE OF THIS FORM

Use of this form is voluntary. DEQ offers this form with the intent to establish a format that captures all the relevant information collected during an impressed current or galvanic (sacrificial) cathodic protection test. A complete report for record keeping consists of either:

Cathodic Protection Test Information Page (1) **and either** Galvanic CP Test Results Report Page **or** Impressed Current CP Test Results Report Page.

HELP WITH THIS FORM

If you have any questions about this CP system test report form, please phone your nearest DEQ Regional Office (see below for telephone numbers). You can also phone the UST Program’s toll-free Oregon number, 1-800-742-7878. This is a message answering machine for calls made in Oregon. Underground Storage Tank Program staff will return your call within 24 hours (one business day). You can also obtain UST program information from our web page at

<http://www.deq.state.or.us/lq/tanks/ust/index.htm>

NORTHWEST REGION / PORTLAND

Phone: (503) 229-5263

WESTERN REGION / COOS BAY

Phone: (541) 269-2721

WESTERN REGION / MEDFORD

Phone: (541) 776-6010

EASTERN REGION/BEND

Phone: (541) 388-6146

WESTERN REGION / EUGENE

Phone: (541) 686-7838

Oregon Department of Environmental Quality

Cathodic Protection Test Information Page

UST Owner		UST Facility	
NAME: James Lee, General Manager		NAME: Valvoline Express Care	ID# 10269
ADDRESS: 9330 N. Whitaker Rd.		ADDRESS: 9330 N. Whitaker Rd.	
CITY: Portland	STATE: Oregon	CITY: Portland	STATE: Oregon
Cathodic Protection Tester			
TESTER'S NAME: Greg Babcock		CP TESTER'S LICENSE: Oregon # 14272	
COMPANY NAME: Universal Applicators, Inc.		EXPIRATION DATE: 10/2025	
ADDRESS: 10350 N. Vancouver Way Ste 329		PHONE NUMBER: 503-236-6359	
CITY: Portland	STATE: Oregon	NACE CERTIFICATION #:	
Cathodic protection system is: ☒ Galvanic ☐ Impressed current		Date Last Tested: 11 February 2016	
Weather Conditions at Time of Testing/Inspection: cool, dry			
Temperature 45° Soil/Backfill Conditions (circle): moist dry sand gravel soil Describe: moist soil and fill			

Cathodic Protection System Certification

Identify which of the following testing situations is being recorded:

- ☐ Test required within 6 months of installation of CP system (installation date was ___/___/___)
☒ Test required at least every 3 years after installation/test noted above
☐ Test required within 6 months of any repair activity

The cathodic protection system is effective, testing was performed according to NACE Standards RP-0285-2002 and TM0101-2001, and is providing cathodic protection to all tanks and product lines: **[X] Yes [] No**

Signature of Tester



Date 20 December 2023

UST SYSEM INFORMATION

TANK #	YR TANK INSTALLED	CAPACITY	TANK MATERIAL	LINED? Y/N Date	YR CP INSTALLED	PIPING MATERIAL	YR CP INSTALLED
BAACF	1988	2,000	STIP3	N	2016	steel	1998
BAACG	1988	1,000		N		steel	
BAACH	1988	1,000		N		steel	

UST SITE PLAN -- On the back draw a diagram showing the important parts of the facility (tanks, lines, manway locations, turbines, vents, rectifier, pump islands, buildings). Indicate reference cell locations where structure-to-soil potential or continuity measurements have been made and label(R-1, R-2, R-3); location of all anodes and wires; location of CP test stations.

GALVANIC (SACRIFICIAL) CP TEST REPORT PAGE**STRUCTURE TO SOIL POTENTIAL MEASUREMENTS**

ID	STRUCTURE	CONTACT POINT	REFERENCE CELL LOCATION	mV	COMMENTS
1	TANK #1	INSIDE TANK	NORTH	-1202	ALL PASS
2	TANK #1	INSIDE TANK	OVER TANK	-1101	
3	TANK #1	INSIDE TANK	SOUTH	-1227	
4	TANK #2	INSIDE TANK	NORTH	-1090	
5	TANK #2	INSIDE TANK	OVER TANK	-1090	
6	TANK #2	INSIDE TANK	SOUTH	-1039	
7	TANK #3	INSIDE TANK	NORTH	-1006	
8	TANK #3	INSIDE TANK	OVER TANK	-1060	
9	TANK #3	INSIDE TANK	SOUTH	-1130	
10	DRAIN LINE	IN SVCE BAY	4 ft west of riser	-1069	east wall at pump
11	SUPPLY LINE	AT RISER	4 ft west of riser	-1133	at NW corner of container

CP TEST STATION REQUIREMENTS

Have previous CP system test records been reviewed? Y

Has this CP test been consistent with previous CP system test. N

If test procedures have changed since last test please explain:

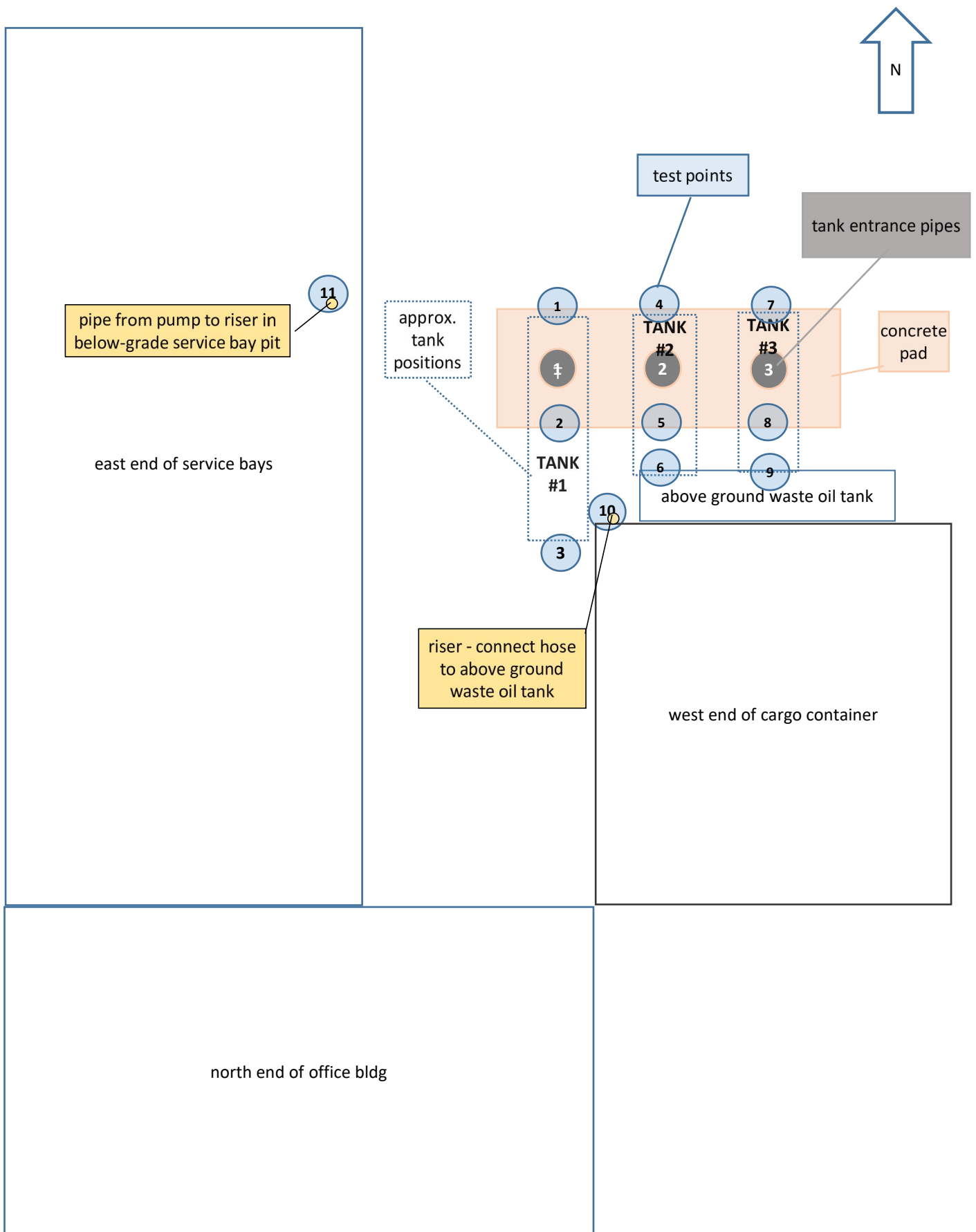
Piping from subsurface service bay has changed. Station is no longer using underground tanks and has set up an above-ground waste oil tank. A single line connects the service bay pump to a riser near the above-ground tank. Two measurements were taken: one at the pipe entering the ground in the service bay and the other at the riser a ground surface where a hose to the above-ground waste oil tank is connected

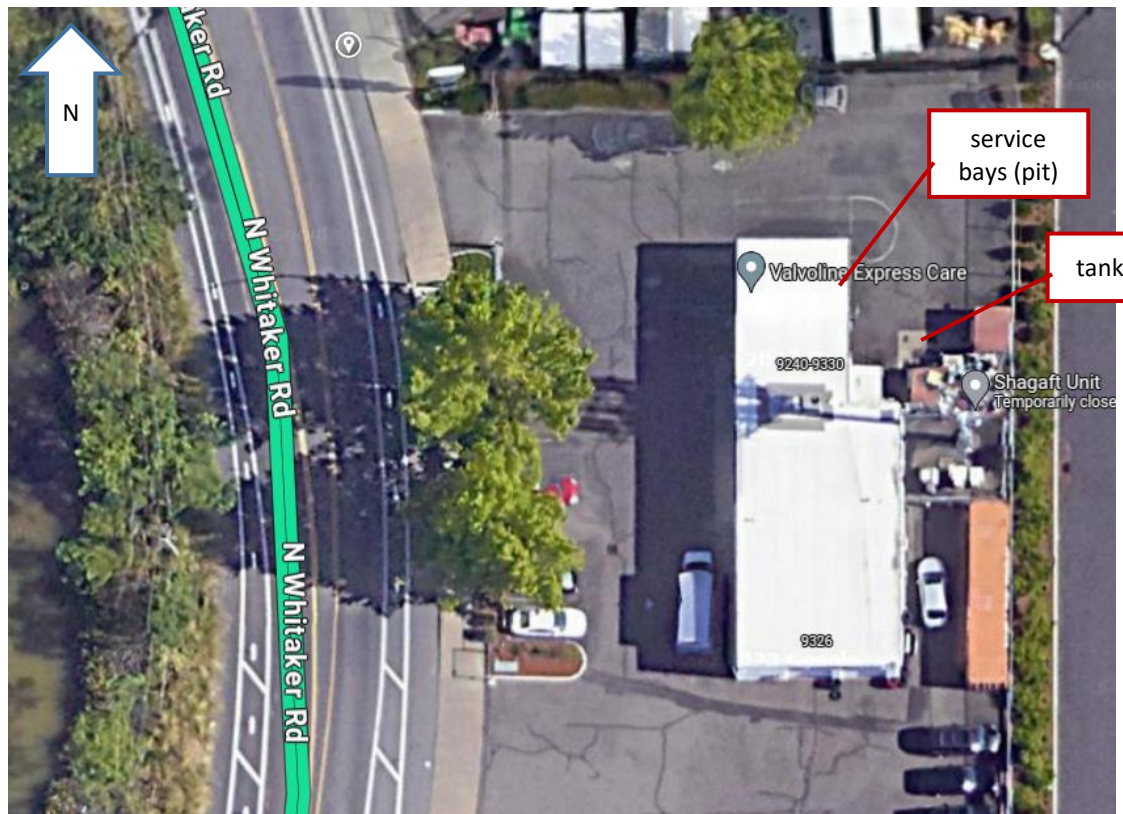
Have potential measurements been made at all tanks and piping including any buried flex-connectors? yes

COMPLETE IF ANY REPAIRS OR MODIFICATIONS TO THE CP SYSTEM ARE MADE OR ARE NECESSARY

Describe any repairs or modifications to the cathodic protection system that are made or are necessary.

No repairs necessary.







IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 118

Policy Number: ISPILLSCLTBC001

Effective Date of Endorsement: December 29, 2023

Insured Name: Prologis, LP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

STORAGE TANK FINANCIAL RESPONSIBILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) – ALL

It is hereby agreed that the Policy to which this endorsement is attached is amended as follows:

Solely with respect to a **Claim** made by a regulatory body to whom the Company has issued a certificate of financial responsibility pursuant to 40 CFR Part 280, or any State equivalent, it is hereby agreed that the Policy to which this endorsement is attached is amended as follows:

1. COVERAGE TO DEMONSTRATE FINANCIAL RESPONSIBILITY

Section **I. COVERAGE GRANTS**, paragraphs **A.**, **B.** and **C.** are amended by the addition of the following at the end of each paragraph:

Coverage pursuant to this paragraph is effective solely provided that the **Claim** is one for which the **Insured** is required to demonstrate financial responsibility pursuant to 40 CFR Part 280, or any State equivalent.

2. POLICY PERIOD OF COVERAGE PROVIDED PURSUANT TO THIS ENDORSEMENT

The **Policy Period** set forth in the Declarations is deleted in its entirety and replaced with the following:

Item 3.a. Policy Period – Year 1: Effective: 12/29/2023 Expiration: 09/01/2024.

Item 3.b. Policy Period – Year 2: Effective: 09/01/2024 Expiration: 09/01/2025.

3. LIMITS OF THIS FINANCIAL RESPONSIBILITY ENDORSEMENT

- a. The Item entitled Coverages, Coverage Section Limits, and Deductibles set forth in the Declarations is deleted in its entirety and replaced with the following:

Endorsement Each Incident Limit:

Total Combined Limit for Section **I. COVERAGE GRANTS**, paragraphs **A.**, **B.** and **C.** is \$1,000,000 for each **Claim** or **Claims** arising from the same **Pollution Incident**.

- b. The deductible for coverage provided pursuant to this Endorsement shall be \$500,000 for each **Claim** or **Claims** arising from the same **Pollution Incident**.
- c. The following are added to the **Declarations**:

Endorsement Aggregate Limit – Year 1 for Coverage Required Pursuant to 40 CFR Part 280:
\$1,000,000.

Endorsement Aggregate Limit – Year 2 for Coverage Required Pursuant to 40 CFR Part 280:
\$1,000,000.

- d. Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraphs **A.**, **B.**, **C.** and **D.** are deleted in their entirety, and the following Paragraphs **A.**, **B.**, **C.** and **D.** are added to the Policy:

A. ENDORSEMENT AGGREGATE LIMIT OF LIABILITY

The most the Company will pay for the total of all **Loss** due to or associated with **Claims** first made and reported, or **Pollution Incidents** first discovered, during each annual **Policy Period** set forth in the Declarations, as amended by this endorsement, or any applicable **Extended Reporting Period**, and covered under Section **I. COVERAGE GRANTS**, Paragraphs **A.**, **B.** or **C.**, as amended by this endorsement, shall not exceed the “Endorsement Aggregate Limit” set forth in the Declarations, as amended by this Endorsement.

B. ENDORSEMENT EACH INCIDENT LIMIT OF LIABILITY – Coverages A., B. and C.

Subject to Paragraph **A.** above, the most the Company will pay for the total of all **Loss** due to or associated with **Claims** first made and reported, or **Pollution Incidents** first discovered, during each annual **Policy Period** set forth in the Declarations, as amended by this Endorsement, or any applicable **Extended Reporting Period**, and covered under Section **I. COVERAGE GRANTS**, paragraphs **A.**, **B.** and **C.** arising out of the same, related or continuous **Pollution Incident(s)** is the “Endorsement Each Incident Limit” amount (\$1,000,000) set forth in the Declarations, as amended by this endorsement.

C. DEDUCTIBLE

Subject to Paragraphs **A.** and **B.** above, the Company will pay for all **Loss** in excess of the greater of the applicable deductible amount set forth above in this Endorsement or any applicable deductible amount set forth in an Endorsement to this Policy. The deductible is the obligation of the **Named Insured** and applies to all **Loss** arising out of the same, related or continuous **Pollution Incident(s)**. However, if the **Insured** is unable or unwilling to pay any or all amounts of the Deductible, the Company shall pay such amounts.

Notwithstanding anything herein to the contrary, the Company shall be liable for the payment of amounts within any deductible applicable to the Policy to the provider of corrective action or a damaged third-party. The **Named Insured** shall promptly reimburse the Company for advancing any amounts within the deductible upon the Company's request.

D. LEGAL COSTS SUBLIMIT – 25% OUTSIDE THE LIMITS

The most the Company will pay for the total of all **Legal Costs** due to or associated with **Claims** first made and reported, or **Pollution Incidents** first discovered, during each annual **Policy Period** set forth in the Declarations, as amended by this Endorsement, or any applicable **Extended Reporting Period**, and covered under Section I. **COVERAGE GRANTS**, Paragraphs **A.**, **B.** or **C.**, as amended by this Endorsement, shall not exceed 25% of the "Endorsement Aggregate Limit" set forth in the Declarations, as amended by this Endorsement, for each corresponding annual **Policy Period**. The payment of such **Legal Costs** shall not erode the "Endorsement Aggregate Limit of Liability", the "Endorsement Each Incident Limit" or the "Policy Aggregate" limit set forth in the Declarations.

4. EXTENDED REPORTING PERIOD – 180 DAYS

Section **VIII. EXTENDED REPORTING PERIOD**, Paragraph **A.** is deleted in its entirety and replaced with the following:

VIII. EXTENDED REPORTING PERIOD

A. AUTOMATIC EXTENDED REPORTING PERIOD

The **Named Insured** shall be entitled to an Automatic **Extended Reporting Period** for a period of one-hundred eighty (180) days following the effective date of termination of this Policy for no additional premium. This Automatic **Extended Reporting Period** shall not apply where:

1. The **Named Insured** has purchased the Optional **Extended Reporting Period** available under paragraph **B.** below;
2. The Policy is terminated by the Company for fraud or non-payment of premium; or
3. The **Insured** has purchased other insurance to replace the insurance provided under this Policy.

The Automatic **Extended Reporting Period** shall apply as follows:

1. A **Claim** first made against the **Insured** during the **Policy Period** and reported to the Company, in writing, during the one-hundred eighty (180) days immediately following the effective date of such termination will be deemed to have been made on the last day of the **Policy Period**, provided that the **Claim** is otherwise covered under this Policy.
2. A **Claim** first made against the **Insured** and reported to the Company, in writing, during the one-hundred eighty (180) days immediately following the effective date of such termination will be deemed to have been made on the last day of the **Policy Period**, provided such **Claim** arises from a **Pollution Incident** which commenced prior to such termination and is otherwise covered under this Policy.

5. CANCELLATION – 60 DAYS

The paragraph entitled **CANCELLATION** set forth in Section **VII. CONDITIONS** is deleted in its entirety and replaced with the following:

CANCELLATION

Coverage provided pursuant to this Endorsement may be cancelled by the **Named Insured** by surrendering it to the Company or by mailing to the Company written notice stating when thereafter cancellation shall be effective.

Coverage provided pursuant to this Endorsement may be cancelled by the Company by mailing to the **Named Insured** at its address set forth in the Declarations, a notice stating when, not less than sixty (60) days (or ten (10) days for nonpayment of premium, fifteen (15) days for nonpayment of premium in Virginia) thereafter such cancellation shall be effective. The Company may cancel the coverage provided pursuant to this Endorsement for only the following reasons:

1. Fraud or misrepresentation;
2. Any **Insured's** failure to comply with the terms, conditions or contractual obligations under this Policy including failure to pay the deductible when due;
3. Nonpayment of premium when due; or
4. The erosion of the Policy Aggregate Limit set forth in the Declarations.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period** for the coverage provided pursuant to this Endorsement. Actual delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing.

If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium amount set forth in the Declarations, provided that the minimum earned premium amount shall be 100% in the event a claim has been made under this Policy. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time of cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition precedent to the effectiveness of cancellation. Notwithstanding anything herein to the contrary, there shall be no return premium unless the entire Policy is cancelled, and there shall be no return premium in the event that coverage provided pursuant to this Endorsement is cancelled due to the erosion of the Policy Aggregate Limit set forth in the Declarations.

6. REIMBURSEMENT CONDITION

The following is added to Section **VII. CONDITIONS**:

REIMBURSEMENT OF AMOUNTS PAID IN EXCESS OF POLICY AGGREGATE

The **Insured** hereby agrees to immediately reimburse the Company for any amounts paid by the Company in excess of the Policy Aggregate Limit set forth in the Declarations.

Further, all terms, conditions, and limitations in the Policy to which this endorsement is attached shall remain in full force and effect as binding between the **Named Insured** and the Company. The **Named Insured** agrees to reimburse the Company for any payment made by the Company on account of any breach of the terms of this Policy, or for any payment that the Company would not have been obligated to make under the provisions of the Policy except for the agreements contained in this Endorsement.

7. EXCESS LIMITS CONDITION

The following is added to Section **VII. CONDITIONS**:

EXCESS LIMITS CONDITION

In the event that coverage is provided pursuant to both this Endorsement and the Policy had this endorsement not been attached, it is hereby agreed that the limits of this Endorsement shall apply first.

In the event that the Endorsement Each Incident Limit of Liability set forth in the Declarations, as amended by this Endorsement, is eroded, it is hereby agreed that the Company shall continue to pay all **Loss** up to the Policy Each Incident Limit of Liability set forth in the Declarations (the amount stated on the Declarations without regard to the amendment contained in this Endorsement) to the extent that such Policy Each Incident Limit of Liability amount exceeds the Endorsement Each Incident Limit of Liability. In such case, the **Insured** shall only be responsible for a single deductible amount.

In the event that Endorsement Aggregate Limit of Liability for any annual **Policy Period** set forth in the Declarations, as amended by this Endorsement, is eroded, it is hereby agreed that the Company shall continue to pay all **Loss** up to the Policy Aggregate Limit of Liability set forth in Item 4. of the Declarations (the amount stated on the Declarations without regard to the amendment contained in this Endorsement) to the extent that such Policy Aggregate Limit of Liability amount exceeds the Endorsement Aggregate Limit of Liability. In such case, the **Insured** shall only be responsible for a single deductible amount.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



State of Oregon
Department of
Environmental
Quality

Program Enforcement No. _____

Department of Environmental Quality Underground Storage Tank Program

Field Citation For UST Violations

This section for
DEQ use only

Page 1 of 3

DEQ Information		UST Facility Information	
Inspection Date:		Facility ID#:	
Inspector:		Facility Name:	
DEQ Office:		Facility Address:	
Phone #:		County:	

Oregon DEQ inspected the facility listed above and identified the UST violations listed on page 3 of this Field Citation.

Field Citation Issued:	☐ In Person	☐ By Mail	☐ Both	Date Issued:
Facility Representative Present During Inspection:		☐ Permittee ☐ Owner ☐ Other		
Name of Permittee or Owner:				
Mailing Address:				

Field Citation Penalty – See Page 3 for detailed listing of each violation.	\$	.00
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This Field Citation is issued in accordance with the requirements for the expedited enforcement of underground storage tank (UST) violations, OAR 340-150-0250.

Owner or Permittee should select Option 1 or Option 2 below and return a signed copy of this form to DEQ by the following date: _____

DEQ Revenue Section
700 NE Multnomah St. #600
Portland, Oregon 97232

Check one option

- ☐ **Option 1** - I acknowledge that the listed violation(s) have occurred and I am remitting the listed field citation penalty.
- ☐ **Option 2** - I do not want to participate in the expedited enforcement process and understand that my file will be referred to the Department's Office of Compliance and Enforcement for formal enforcement action.

Name:	Owner / Permittee
Signature:	Date:

Important

Read pages 2 and 3 for more information about your options and a detailed listing of violations and compliance requirements.

Field Citation Requirements

The permittee or owner should select Option 1 or Option 2 and return a signed copy of Page 1 of the Field Citation form within thirty (30) days of issuance of the Field Citation. If the permittee or owner fails to sign and send Page 1 of the Field Citation form back or pay the penalty within thirty days, Option 1 expires, the Field Citation will serve as a Pre-Enforcement Notice (PEN) and the permittee and owner will be subject to formal enforcement including the imposition of civil penalties in accordance with OAR Chapter 340, Division 12.

The permittee or owner must complete the actions required to correct the violations listed on the Field Citation by the date specified to prevent further enforcement action by DEQ.

Option 1:

By checking Option 1 the permittee or owner acknowledges that the violations listed on Page 3 of this Field Citation have occurred and agrees to pay the established penalty.

By submitting payment of the penalty amount, the responding permittee or owner agrees to accept the field citation as a final order of the Environmental Quality Commission (commission) and waives any and all rights and objections to the form, content, manner of service and timeliness of the Field Citation; to a contested case hearing and judicial review of the Field Citation [OAR 340-150-0250(6)]; and to service of a copy of this Final Order (*i.e.*, no other copy will be provided).

Upon the Department's receipt of payment of the penalty amount set forth in the Field Citation, the Field Citation becomes a Final Order of the Commission that:

1. Imposes upon the permittee or owner a civil penalty in the amount listed on Page 1 of this Field Citation; and
2. Requires the permittee or owner to satisfactorily complete the requirements and actions necessary to correct the violations documented by the dates set forth on Page 3 of this Field Citation.

Failure by the permittee or owner to complete the actions set forth on Page 3 of the Field Citation by the specified date violates the Commission Order and subjects the permittee and owner to a formal enforcement action including the imposition of additional civil penalties.

Option 2:

The permittee or owner may deny that the violations as listed on Page 3 of this Field Citation have occurred or contest the Field Citation process by checking Option 2 and submitting to the Department a signed copy of Page 1 of the Field Citation. In that event, the Field Citation will serve as a Pre-Enforcement Notice (PEN) and the permittee and owner will be subject to formal enforcement for those violations set forth in the Field Citation, including the imposition of civil penalties in accordance with OAR Chapter 340, Division 12. Civil penalties that will be imposed by the formal enforcement process will exceed the Field Citation penalties for the same violation(s).

**The Department appreciates your cooperation and efforts to
comply with the regulations for underground storage tank
systems.**

UST FIELD CITATION**DATE ISSUED:****PROGRAM ENFORCEMENT No.:****FACILITY ID:****Page 3 of 3****Violation #1:*****TCR: Y N**

Corrective Action:

Rule Citation: **OAR 340-150-**

Penalty Amount: \$.00

Correct Violation by:

Date Violation Corrected:

Violation #2:***TCR: Y N**

Corrective Action:

Rule Citation: **OAR 340-150-**

Penalty Amount: \$.00

Correct Violation by:

Date Violation Corrected:

Violation #3:***TCR: Y N**

Corrective Action:

Rule Citation: **OAR 340-150-**

Penalty Amount: \$.00

Correct Violation by:

Date Violation Corrected:

Violation #4:***TCR: Y N**

Corrective Action:

Rule Citation: **OAR 340-150-**

Penalty Amount: \$.00

Correct Violation by:

Date Violation Corrected:

Violation #5:***TCR: Y N**

Corrective Action:

Rule Citation: **OAR 340-150-**

Penalty Amount: \$.00

Correct Violation by:

Date Violation Corrected:

Violation #6:***TCR: Y N**

Corrective Action:

Rule Citation: **OAR 340-150-**

Penalty Amount: \$.00

Correct Violation by:

Date Violation Corrected:

Total Penalty Amount (This Page): \$.00

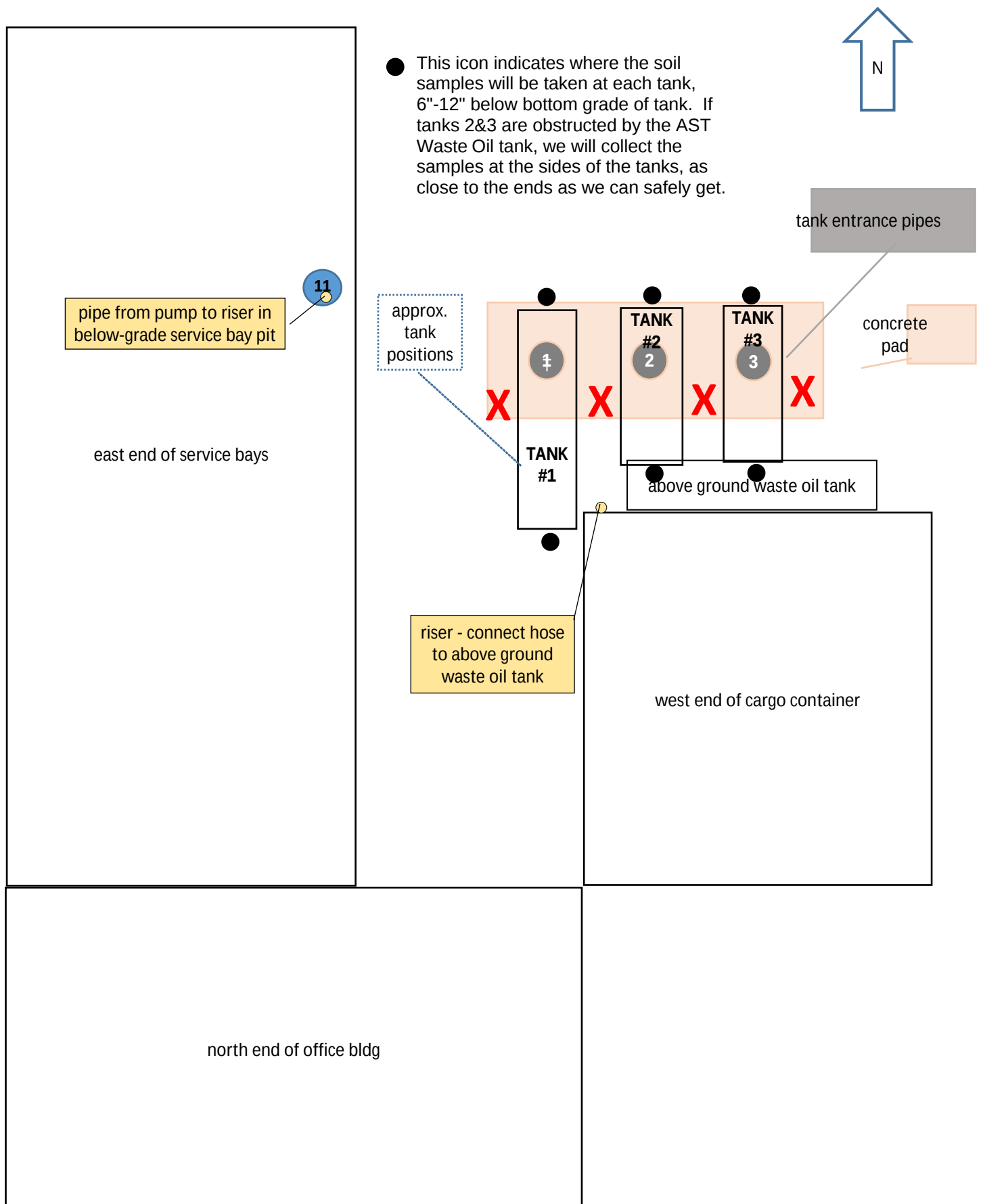
Total Penalty Amount (All Pages): \$.00

YOU MUST CORRECT THE VIOLATIONS AS REQUIRED, ENTER THE DATES CORRECTED, SIGN THE STATEMENT BELOW AND RETURN THIS FORM TO THE DEQ INSPECTOR LISTED ON PAGE 1 ON OR BEFORE: _____

Retain a copy of this form and all documentation of corrective actions for your records.

I hereby certify that the UST violations noted above have been corrected: _____ / _____
Permittee/Owner Signature *Date*

*TCR: Technical Compliance Rate





Oregon

Tina Kotek, Governor

Department of Environmental Quality

Northwest Region

700 NE Multnomah Street, Suite 600

Portland, OR 97232

(503) 229-5263

FAX (503) 229-6945

TTY 711

April 8, 2024

Kristine Edwards
Prologis
4380 S Macadam Ave, Suite 440
Portland, OR 97239

RE: UST Compliance Determination
DEQ UST Facility #10269
Citation # 2024-FC-8959
Portland

Attention Licensee,

The Oregon Department of Environmental Quality (DEQ) finalized the underground storage tank (UST) full compliance inspection that was conducted at the facility listed above on January 25, 2024. The purpose of this letter is to inform you of the results of this inspection. Based on the records available and site conditions, the DEQ inspector observed the following violations of applicable State of Oregon UST rules:

1. Failure to maintain Financial Responsibility (340-151-0010),
2. Failure to conduct Corrosion Protection Testing (340-150-0325(2)(b), and
3. Failure to extend Temporary Closure status (340-150-(0167)(2).

The DEQ appreciates your efforts to comply with the Corrective Actions for the above infractions, and finds that Compliance has been attained in each case by decommissioning all the USTs at the above facility.

DEQ considers the matter of Citation #2024-FC-8959 closed; no further action is required.

Please contact me if you have any questions about this matter at the 503-360-4287 or dave.pardue@deq.oregon.gov.

Regards,

Dave Pardue
Underground Storage Tank Program Coordinator

