Program Enforcement No. 2025-FC-9779



This section for DEQ use only

Department of Environmental Quality Underground Storage Tank Program

Field Citation

Environmental Quality	For UST Violations Page 1 of 3				
DEQ Information			UST Facility Information		
Inspection Date:	02/12/2025		Facility ID#:	1204	
Inspector:	Diamond Oden		Facility Name:	JACKSONS FOOD STORE #113	
DEQ Office:	700 NE Multnomah St. Portland, Oregon 97232	#600	Facility Address:	274 COBURG RD, EUGENE, Oregon 97401	
Phone #:			County:	Lane	
Oregon DEQ inspected	d the facility listed abov	e and identified the	e UST violations listed	on page 3 of this Field Citation.	
Field Citation Issued:	☐ In Person	☑ By Email	☐ Both	Date Issued: 02/28/2025	
Facility Representative P	resent During Inspection:			☐ Permittee ☐ Owner ☐ Other	
Name of Permittee or Ov	vner:	Jacksons Food Sto	ores, Inc.		
Mailing Address:		3450 E Commercia	al Ct , Meridian Idaho 83	3642	
Field Citation Penalty	- See Page 3 for detailed I	sting of each violatio	n.	\$ 300	
<u>Ch</u>	eck payable to: DEQ Fin	ancial Services LB)	(3615; P.O. Box 3615	; Portland OR 97208-3615	
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 for to DEQ by the following date: 03/28/2025 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.

Page 2 of 3

			Department of E	nvironmental Quality (DEQ) Undergrouus UST FIELD CITATION	und Storage Tank Program	Facility Repres	entative initials:
DATE ISSUED: 02	/28/2025	Program	ENFORCEMENT No.:		FACILITY ID: 1204		Page 3 of 3
Violation #1: *TCR:	Failure to	investigate or con	firm a suspected ı	release.			
Corrective Action:	Completed 2/19	9/25. No additional r	esponse required.				
Rule Citation: OAR 0163(1)(f)		Penalty Amount: \$	300	Correct Violation by: n/a		Date Violation Corrected:	
Violation #2: *TCR:							
Corrective Action:							
Rule Citation: OAR		Penalty Amount: \$		Correct Violation by:		Date Violation Corrected:	
Violation #3: *TCR:							
Corrective Action:							
Rule Citation: OAR		Penalty Amount: \$		Correct Violation by:		Date Violation Corrected:	
Violation #4: *TCR:							
Corrective Action:							
Rule Citation: OAR		Penalty Amount: \$		Correct Violation by:		Date Violation Corrected:	
Violation #5: *TCR:							
Corrective Action:							
Rule Citation: OAR		Penalty Amount: \$		Correct Violation by:		Date Violation Corrected:	
Violation #6: *TCR:							
Corrective Action:							
Rule Citation: OAR		Penalty Amount: \$		Correct Violation by:		Date Violation Corrected:	
	Total Per	nalty Amount	300				
	(This	Page): \$					
		YOU M	IUST CORRECT TH	E VIOLATIONS AS REQUIRED, SI	GN THE STATEMENT BELOV	V AND	
	R	ETURN THIS FOR	M TO THE DEQ INS	SPECTOR LISTED ON PAGE 1 ON C	OR BEFORE: 03/	28/2025	
			_	orm and all documentation of corr		-	
	I hereby	certify that the U	ST violations note	ed above have been corrected:			
					Permittee/Owner Signature		Date





Remit To: MASCOTT EQUIPMENT CO. 435 NE Hancock Portland, OR 97212 (503) 282-2587 FAX (503) 288-9664

www.mascottec.com

 Number
 622483

 Date
 02/19/2025

 Page
 1

Since 1960

4447

Bill-to Account #: 4447
PACWEST ENERGY
JACKSONS FOOD STORES
3450 E. COMMERCIAL CT
MERIDIAN, ID 83642

Ship-to #: 113 JACKSONS FOOD STORES #113 274 COBURG ROAD 541.485.4340

EUGENE, OR 97401

Reference # Shipped Salesperson Terms Tax Code Doc # Wh Freight Ship Via DEREK **NET 10 DAYS SERVICE** 02/19/2025 C MASCOTT OREGON | 502485 | 01 BILL Item Description Ordered Shipped Backordrd UM Price UM Extension 5/6 LEAKING UNDER DISP LABOR, (On-Site/Shop Service) .50 .50 .00 EA 90.00 EA 45.00 LABOR-PD 1.00 90.00 EA TRIP CHARGE-PD LABOR, (Travel & Mileage) 1.00 .00 EA 90.00 TECH BYRAN 2/14- WILL RETURN W/ SEAL KIT FOR PREM METER. 2/17 TJB 1 0 EA 350.64 EA 350.64 WYWU001636-0001 KIT, O'RING AGRESSIVE FUELS 1 LINE 3 ADDED 2/14/25 MKS Line 3 in RTS 2/14 CB Line 3 shipped to Byran 2/17 CB 0 EA 350.64 EA WYWU001636-0001 KIT. O'RING AGRESSIVE FUELS -1 -1 -350.64PART UNUSED, TRANSFERRED TO TECHNICIAN BYRAN'S INVENTORY 02/18 SAP 350.64 EA 350.64 .WYWU001636-0001 AGGRESSIVE SEAL KIT 0 EA 90.00 EA 67.50 .75 .75 .00 EA LABOR-PD LABOR, (On-Site/Shop Service) SHOP-PD Miscellaneous Materials Used 0 EA 19.73 EA 19.73 02/18 TECH CC: INSTALLED NEW SEALS ON PRODUCT PIPING AND FLOW CONTROL VALVE. TESTED DISPENSER, AND IT IS NO LONGER LEAKING. THE DISPENSER IS NOW FULLY FUNCTIONAL. COMPLETE. 02/18 SAP

1. 25% RESTOCK FEE ON ANY RETURNED MERCHANDISE
2. NO RETURNS ACCEPTED WITHOUT PRIOR APPROVAL
3. THE CONDITIONS AS SET FORTH ON THE REVERSE SIDE
HEREON SHALL APPLY TO THIS SALE
4. 15 DAYS ALLOWED FOR CORE RETURN REFUNDS

Total Due	Freight	CAT Tax	Discount	Misc	Merchandise
575.73	.00	2.86		.00	572.87

PLEASE PAY ON INVOICE - REMIT TO 435 NE HANCOCK - PORTLAND, OR 97212 - NO STATEMENT ISSUED UNLESS REQUESTED PAST DUE ACCOUNTS SUBJECT TO 1.0% INTEREST CHARGE PER MONTH, 12% ANNUAL RATE CREDIT CARD PAYMENTS ARE SUBJECT TO 3% SERVICE FEE.

Do not write below this line

Customer Copy

Continued on next page ...





TERMS AND CONDITIONS

- 1. ACCEPTANCE OF INVOICE: Buyer acknowledges that all quotations and agreements made between Buyer and Mascott Equipment Co., Inc.'s (herein Mascott) agent shall be considered an offer by Buyer, which said offer Shall be subject to acceptance and approval by an officer of Mascott at Mascott's Portland office, subject to credit approval. The parties agree that the terms and conditions of this document shall control and shall constitute the parties' agreement, and any terms and conditions on Buyers purchase order, invoice or other document will have no effect.
- 2. PRICE: Buyer agrees that the purchase price shall be the fair market value of the equipment and/or machinery (hereinafter equipment or goods) on the date of delivery. Therefore, Buyer agrees that Mascott has the right to adjust the balance due at delivery to reflect any fluctuation in market prices for materials and/or labor occurring between the date of this agreement and the delivery date. Mascott may require a payment equal to fifty percent (50%) of the purchase price to be paid at the time this order is placed. Buyer will be charged a restocking fee equal to twenty-five percent (25%) of the purchase price for returned goods. Any additional restocking fees assessed by the manufacturer for returned goods will also be paid by Buyer. When excavating for the installation of underground tanks or equipment, any unusual underground condition which prevents normal excavation and adds significantly to the considered as extra, and will be charged for on a time and material basis. This may include excess water, rock greater than 12 inches in diameter, unstable soil, trash, old piping, etc.
- 3. PAYMENT TERMS: Buyer agrees to pay all invoices when due, which is the essence of all orders or contracts. If Buyer fails to make timely payment, Mascott may, at its sole option: (a) defer further shipments until Buyer makes such payments; or (b) elect to cancel all unfilled orders and contract. Buyer agrees that Mascott may withhold or delay deliveries if Buyer fails to maintain a satisfactory credit history with Mascott or fails to provide satisfactory security to Mascott for payment. IF, UPON MASCOTT'S NOTIFICATION TO BUYER THAT GOODS AND EQUIPMENT ARE READY TO SHIP, AND BUYER DELAYS SHIPMENT FOR MORE THAN THIRTY (30) DAYS FROM THE DATE OF SUCH NOTIFICATION, A CHARGE OF ONE PERCENT (1%) PER MONTH SHALL BE APPLIED TO THE TOTAL BALANCE DUE ON THIS ORDER.
- 4. TAXES: In addition to the Price set forth above, Buyer will pay, or reimburse Mascott upon demand if Mascott pays, all sales, use, excise, occupation, duty or other tax or taxes levied, assessed or imposed by any taxing authority, whether the United States, a State, or a political subdivision of either.
- 5. PERMITS: Buyer shall, at its expense, obtain all necessary public, inspection, license, building, and other permits and shall be responsible for compliance with all applicable laws, ordinances and government regulations regarding the installation and operation of the equipment on Buyer's premises.
- 6. CHARACTER OF EQUIPMENT: The parties intend that the equipment shall, at all times, be considered personal property and not as fixture(s), notwithstanding of the manner in which the equipment may be installed or connected to Buyer's real estate.
- 7. SECURITY AGREEMENT: Buyer hereby grants Mascott a security interest in all of Buyer's right, title and interest, now owned or hereafter acquired, in and to the equipment described above and any portion of such equipment, including any other after acquired, substituted or replacement parts, materials, and equipment, to secure the timely performance and payments of the underlying obligation herein and all indebtedness and obligations of Buyer to Mascott presently existing or hereinafter arising, direct or indirect, and interest thereon. Buyer will not, without the written consent of Mascott, sell, contract to sell, lease, encumber, assign, transfer from its place of installation or otherwise dispose of equipment or any interest therein until this security agreement and all debts secured thereby have been fully satisfied. At the request of Mascott, Buyer will join in executing, or will execute, as appropriate, all necessary financing statements and all other instruments deemed necessary by Mascott and by the cost of filing such documents. Buyer shall not delegate performance nor assign any rights or obligation hereunder.
- 8. RISK OF LOSS: This agreement is a shipment contract FOB Mascott's place of business or FOB manufacturer's facility. The risk of loss, injury, or destruction of the equipment or any pert thereof passes to the Buyer upon due delivery of the equipment to the carrier. The Buyer shall pay the freight and insurance costs. Any such loss, injury, or destruction shall not release Buyer from any obligations under this agreement, including the payment of the full purchase price and shall, at Mascott's option, accelerate the maturity of the unpaid balance of the purchase price to the date of such event.
- 9. DELIVERY: Buyer acknowledges that Mascott may change delivery dates without notice. Mascott shall not be liable for any loss, damage, or delay due to transportation or caused by fire, strike, civil or military authority, insurrection, a riot or any causes beyond Mascott's reasonable control.
- 10. INSPECTION AND ACCEPTANCE: BUYER SHALL INSPECT THE EQUIPMENT WITHIN TEN (10) DAYS AFTER THE DATE OF DELIVERY. A rejection of the goods by Buyer shall not be effective unless it is made and written notice thereof is given within fifteen (15) days after the date of delivery specifying any claim, defect, or any other proper objection to the equipment. Buyer shall thereafter be deemed conclusively to have accepted the equipment as satisfactory. Buyer must send the defective part(s) to Mascott at Portland, Oregon, within ninety (90) days from the date of purchase and tag all defective part(s) showing date and all information necessary to support a claim. A revocation of acceptance shall not be effective unless written notice of the revocation is given within ten (10) days after Buyer has discovered the defect in the goods, or twenty (20) days after acceptance of Buyer, whichever occurs first.
- 11. WAIVER: Mascott shall not, by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this agreement. No waiver whatever stall be valid unless in writing signed by Mascott, and then only to the extent under the terms set forth therein.
- 12. SEVERABILITY: This agreement is divisible. If any provision of this agreement is declared invalid by any tribunal, the remaining provision of this agreement shall not be affected thereby.
- 13. JURISDICTION: This agreement shall be construed and governed in at matters by the law of the State of Oregon. The parties consent to the exclusive jurisdiction of and venue in Multnomah County, Oregon with respect to any and all claims or controversies arising out of or related to this order, and consent to service of process outside the State of Oregon in any action hereunder by registered mail or personal service. The prevailing party in any action commenced hereunder shall be entitled to a reasonable sum as attorney fees, together with all costs. An action brought for a breech of this agreement shall be commenced within one (1) year after the cause of action has accrued.
- 14. DEFAULT: All times specified in this agreement for the performance of the obligations of the parties shall be deemed of the essence. If the Buyer fails to pay, when due, any amount payable on this agreement or on any other indebtedness of Buyer secured hereby, or shall fail to perform any of the provisions of agreement, Buyer shall be in default.
- 15. MASCOTT'S REMEDIES: On any default, and at any time thereafter, Mascott may, at Mascott's option, pursue any rights and remedies provided by this agreement and the Oregon Uniform Commercial Code, including but not limited to: repossess the machines and equipment from Buyer's premises; dispose of the equipment pursuant to a public or private sale; or forfeit the Buyer's rights and retain all sums paid heretofore by Buyer to Mascott in lieu of resale and in satisfaction of Buyer's obligations. Mascott shall be entitled to compensation for all incidental damages, including but not limited to all commercially reasonable charges, expenses, or commissions incurred in stopping delivery under the Code, in the transportation, care and custody of goods after a breach by Buyer and in connection with the return or resale of goods, or any other damages resulting from a breach by Buyer. Mascott's remedies and rights are cumulative and the exercise of one right or remedy does not exclude any other rights or remedies conferred on Mascott by law.
- 16. LIQUIDATED DAMAGES: The parties agree that Mascott shall be entitled to retain all deposits made by Buyer, as liquidated damages, if Buyer shall breach or fail to consummate this sale. The parties agree that liquidated damages are needed because of the difficulty in determining Mascott's damages upon Buyer's breech, Mascott's capital investment in making the equipment and the numerous jurisdictions in which Mascott sells equipment. At its sole option, Mascott may elect the remedies provided in Paragraph 16 instead of liquidated damages.
- 17. LIMITATION ON MASCOTT'S LIABILITY: MASCOTT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR TIME, INTERRUPTION OR LOSS OF EQUIPMENT, OR LABOR IN REPAIRING, SUSTAINED BY BUYER BY REASON OF ANY DEFECT IN THE GOODS, OR ANY PART THEREOF, DELAY IN THE DELIVERY OF THE GOODS, OR BREACH OF WARRANTY, EXCEPT TO THE EXTENT OF REPAIR OR REPLACEMENT AS PROVIDED IN PARAGRAPHS 18 AND 19.
- 18. EXCLUSIVE REMEDY OF THE BUYER: THE PARTIES AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE GOODS IS TO REQUIRE MASCOTT TO DELIVER TO A CARRIER, PROPERLY CONSIGNED TO BUYER, A SUITABLE PART TO REMEDY THE DEFECT. THE REPLACEMENT OF THE DEFECTIVE PART IS THE LIMIT OF THE LIABILITY OF MASCOTT. THE SOLE PURPOSE OF THIS STIPULATED AND EXCLUSIVE REMEDY IS FOR MASCOTT TO REPAIR, AND OR REPLACE, DEFECTIVE PARTS IN THE MANNER HEREIN PROVIDED. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED ON ITS ESSENTIAL PURPOSE SO LONG AS MASCOTT IS WILLING AND ABLE TO REPAIR OR REPLACE DEFECTIVE PARTS IN THE PRESCRIBED MANNER.
- 19. MANUFACTURERS' WARRANTIES: SOME OF THE GOODS AND EQUIPMENT SOLD BY MASCOTT MAY BE COVERED BY MANUFACTURERS' WARRANTIES. IN SUCH CASES, ALL MANUFACTURERS' WARRANTIES SHALL BE PASSED TO BUYER FOR BUYER'S BENEFIT.
- 20. WAIVER OF EXPRESS WARRANTIES: EXCEPT AS PROVIDED IN PARAGRAPH 19, MASCOTT GIVES NO EXPRESS WARRANTIES AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, OF ANY GOODS SUPPLIED BY MASCOTT. MASCOTT IS IN NO WAY RESPONSIBLE FOR THE PROPER USE AND OR SERVICE OF SUCH GOODS. EXCEPT AS PROVIDED HEREIN WITH REGARD TO INSPECTION AND ACCEPTANCE, BUYER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF SUCH GOODS.
- 21. WAIVER OF IMPLIED WARRANTIES: THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE GOODS SHALL BE MERCHANTABLE OR AN IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON MASCOTT'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE, BUYER HAS NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS, AFFIRMATION OF FACT, DESCRIPTION OF GOODS, OR PRODUCT SAMPLES, EXCEPT THOSE EXPRESSLY STATED WITHIN THIS WRITTEN DOCUMENT, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACT HEREOF.
- 22. EXCLUSION OF WARRANTIES: MASCOTT MAKES NO WARRANTY AS TO TITLE OF GOODS, CLAIMS OF THIRD PARTY ARISING FROM PATENT OR TRADEMARK INFRINGEMENT, OR AS TO THE EXISTENCE OF ANY SECURITY INTEREST, LIEN OR OTHER ENCUMBRANCE ON THE GOODS SOLD TO BUYER AT THE TIME OF THE EXECUTION OF THIS AGREEMENT, AT THE TIME OF DELIVERY OF THE GOODS, OR AT ANY OTHER TIME.
- 23. BUYER'S REPRESENATION: Buyer recognizes that: (a) the equipment sold to Buyer pursuant to this agreement may be protected by any number of patents and/or trademarks; and (b) part of the consideration for the sale of the equipment is Buyer's representations, therefore, Buyer represents and warrants that Buyer shall not, at any time, alter any equipment furnished by Mascott under this agreement or do anything that will infringe, impeach or lessen the validity of the patents or trademarks under which Mascott's equipment is made or sold.

From: <u>UST Duty Officer * DEQ</u>

To: <u>UST Duty Officer * DEQ</u>; <u>Alvin Feliciano</u>

Cc: Andrew Marvin

Subject: RE: [** EXTERNAL **] Inspection Concluded Site 1204

Date: Thursday, March 27, 2025 10:41:00 AM

Attachments: <u>image003.png</u>

image004.png image005.png

The UST inspection for **facility 1204 Jacksons food store #113 located at 274 Coburg Rd, Eugene, OR 97401** is officially CLOSED and COMPLETE. Payment was processed on 3/26/25.

Thank you for keeping your facility in compliance with Oregon rules and regulations.



Emily Litke (she/her)

Duty Officer, Underground Storage Tanks DEQ Headquarters, Land Quality Division 700 NE Multnomah Street, Suite 600 Portland OR 97232-4100 503-806-9516

Emily.LITKE@dea.oregon.gov

From: UST Duty Officer * DEQ < UST. Duty Officer@DEQ.oregon.gov>

Sent: Friday, February 28, 2025 10:01 AM

To: Alvin Feliciano <alvin.feliciano@jacksons.com>

Cc: UST Duty Officer * DEQ <UST.DutyOfficer@DEQ.oregon.gov>; Andrew Marvin

<Andrew.Marvin@jacksons.com>

Subject: RE: [** EXTERNAL **] Inspection Concluded Site 1204

Please review the attached field citation. The corrective actions are already completed – thank you for the prompt response. Although there is a penalty of \$300 for the conditions observed at the time of the inspection.

The deadline for payment of the \$300 penalty is 3/28/25.

Payment can be made either through check or online through Your DEQ Online – follow the link below to create an account.

<u>Department of Environmental Quality: Welcome to Your DEQ Online: Online Services: State of Oregon</u>

Questions about online payments and submittals can be directed to the Help Desk at itservicedesk@deq.oregon.gov or call 503-229-5202 Your DEO Online Helpdesk - Jira Service Management

I



Emily Litke (she/her)

Duty Officer, Underground Storage Tanks DEQ Headquarters, Land Quality Division 700 NE Multnomah Street, Suite 600 Portland OR 97232-4100 503-806-9516

From: Alvin Feliciano <alvin.feliciano@jacksons.com>

Emilv.LITKE@dea.oregon.gov

Sent: Wednesday, February 26, 2025 2:25 PM

To: ODEN Diamond * DEQ < <u>diamond.oden@deq.oregon.gov</u>>

Cc: UST Duty Officer * DEQ < <u>UST.DutyOfficer@DEQ.oregon.gov</u>>; Andrew Marvin

<<u>Andrew.Marvin@jacksons.com</u>>

Subject: RE: [** EXTERNAL **] Inspection Concluded Site 1204

Good afternoon,

This was already dispatched.

Please see the attached invoice.

Thank you,

Alvin Feliciano | Environmental Compliance Specialist

Jacksons Food Stores, Inc.
3450 E. Commercial Ct. | Meridian, ID 83642
T 208.955-6282
C 208.908.2529
jacksons.com



CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential or proprietary information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, immediately contact the sender by reply e-mail and destroy all copies of the original message.

From: UST Duty Officer * DEQ < UST. Duty Officer@DEQ.oregon.gov >

Sent: Wednesday, February 26, 2025 2:58 PM

To: Alvin Feliciano ; Andrew Marvin

<<u>Andrew.Marvin@jacksons.com</u>>

Cc: UST Duty Officer * DEQ < <u>UST.DutyOfficer@DEQ.oregon.gov</u>> **Subject:** [** EXTERNAL **] Inspection Concluded Site 1204

Hello,

This email is to serve as the official closing of the inspection for facility 274 Coburg Road in Eugene.

Based on your response and my observations during the inspection the following violation(s) were found:

• . (L2) - Failing to investigate or confirm a suspected release (piping leak into UDC observed while one site)

Corrective Action(s): Stop the leak, investigate the cause, and provide proof that the leak was cleaned and corrected by March 26, 2024

Please reply to this email with proof of corrective actions.

Best,



Diamond Oden

Underground Storage Tank Inspector Oregon Department of Environmental Quality 700 NE Multnomah St., Suite 600 Portland, OR 97232

Phone: (971) 295.8180

1 - 15 of 30 item(s)

FIMS_ACCT_NAME	PAID_AMOUNT	DATE	UST_NAME	UST_ID	COMMENTS	FEE_PROG
JACKSONS FOOD STORE #113	300.0000	3/26/2025 12:00:00 AM	JACKSONS FOOD STORE #113	(1204)		UST - Field Citation
JACKSONS FOOD STORES #541	100.0000	3/26/2025 12:00:00 AM	JACKSONS FOOD STORES #541	(8491)		UST - Field Citation
JACKSONS FOOD STORES #544	450.0000	3/26/2025 12:00:00 AM	JACKSONS FOOD STORES #544	(1388)		UST - Field Citation
JACKSONS FOOD STORES #547	300.0000	3/26/2025 12:00:00 AM	JACKSONS FOOD STORES #547	(8136)		UST - Field Citation
FASTRAK	1250.0000	3/21/2025 12:00:00 AM	FASTRAK	(678)	2025-FC-9762	UST - Field Citation