



# Oregon

Tina Kotek, Governor

Department of Environmental Quality

Northwest Region

700 NE Multnomah Street, Suite 600

Portland, OR 97232

(503) 229-5696

FAX (503) 229-6124

TTY 711

January 17, 2024

SABI, Inc.  
Attn: Tek Sandhu  
900 NW 216th St  
Ridgefield, WA98642-7893

RE: UST Compliance Inspection  
DEQ UST # 7487 42930 Old Hwy 30

Dear SABI, Inc.,

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 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 inspection for these facilities is scheduled for February 28th, 2024 starting at approximately 9:30 am at the DEQ UST # listed below.**

**1. DEQ UST # 42930 Old Hwy 30, Astoria**

Please note that the inspection will require uninterrupted participation and attendance by you or a knowledgeable assistant. For the inspection you need to provide access to tank sumps, under dispenser areas, cathodic protection rectifiers, and leak monitoring equipment. 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. This inspection may also include review of Stage I Vapor Recovery.

DEQ staff will not assist with operating tank gauges.

The DEQ requests the following documentation be submitted electronically prior to the inspection:

- Line and leak detector testing results for the past three years,
- Monthly tank leak detection records,
- Class A, B, and C training documentation,
- Financial responsibility mechanism,
- Annual tank gauge certification,
- Spill prevention testing records,
- Monthly walkthroughs,
- Overfill Prevention Equipment testing,
- Cathodic protection testing (if applicable).

Please submit these records to [ingrid.gaffney@deq.oregon.gov](mailto:ingrid.gaffney@deq.oregon.gov) for review. If these records cannot be submitted prior to the inspection, please have them available for review at the facility.

Owners must also be able to operate the tank gauge and print out applicable reports such as the tank setup and in-tank alarm reports. Owners also must be able to sound high fill over alarm from the tank gauge, if applicable.

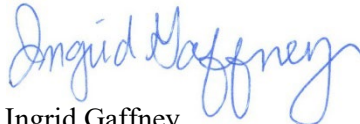
DEQ will not touch any equipment, if you are unable to assist with equipment access, please have your UST Service Provider there. DEQ will need to observe what equipment is in the tank top sumps and under the dispensers. If ball floats are the primary overfill protection device, these will need to be verified during the inspection, please be able to locate and remove the ball floats.

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 is much like paying a traffic ticket and making corrections.

Some enforcement situations including repeat violations will go through a longer and more formal process including civil penalties.

Thank you for your cooperation. I can be reached at 503-229-5048 [ingrid.gaffney@deq.oregon.gov](mailto:ingrid.gaffney@deq.oregon.gov) to answer any questions you may have and assist you in the preparation for your inspection.

Sincerely,



Ingrid Gaffney  
UST Compliance Specialist  
Northwest Region

**Oregon Department of Environmental Quality - Underground Storage Tank Program**  
**Technical Compliance Inspection - UST Inspection Report**

Inspector: Ingrid Gaffney

Date: 2/28/2024

Time: 9:30AM

Facility: 7487

**I. Site Information**

Facility Name: <u>Knappa Mini Mart</u>	Permittee: <u>SABI, Inc.</u>	Contact: <u>(Sabi) Tek Sandhu</u>
Site Address: <u>42930 Old Hwy 30</u>	Organization: <u>Sandhu &amp; Brar, LLC</u>	Phone: <u>360-601-752</u>
City: <u>Astoria, OR 97103</u>	Phone: <u>503-458-6352</u>	

**II. Tank Information**

DEQ Permit #	<u>BAKBE</u>	<del>BAKBE</del>	<del>BBGAB</del>	<u>BBGAB</u>	<u>BHHEK</u>
Estimated Gallons	<u>12,000</u>	<u>16,000</u>	<u>8,000</u>	<u>4,000</u>	<u>12,000</u>
Substance	<u>Gasoline</u>	<u>GASOLINE</u>	<u>DIESEL</u>	<u>GASOLINE</u>	<u>GASOLINE</u>
Tank Material	<u>STI</u>	<u>Steel w/ Fiberglass</u>			
Tank Install Date	<u>9/27/2021</u>	<u>9/27/2021</u>	<u>9/27/2021</u>		
Pipe Material	<u>Smith Fibercast</u>				
Pipe Type	<u>pressure</u>				
Pipe Install Date	<u>9/28/2021</u>				
Overfill Device	<u>Alarm</u>				

**Notes and Comments from the UST database:**

8 tanks  
new install 2021

☒ Check file before conducting inspection

If tanks are manifolded, which tanks:

**III. Operating Certificate**

<input checked="" type="checkbox"/> Current	<input checked="" type="checkbox"/> Accurate	<input checked="" type="checkbox"/> Posted for delivery drive to observe	Compliance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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**IV. Operator Training**

Class A/B Operator	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Name: <u>Govrdan Singh</u>	Date: <u>8/13/2016</u>
Class C Operator	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Cardlock	

**V. Financial Responsibility**

Type of coverage: <u>Insurance</u>	Begin Date: <u>11/22/2023</u>	End Date: <u>11/22/2025</u>
Coverage amount correct: <u>\$1,000,000</u>	Number of tanks covered: <u>4</u>	
Financial responsibility could also be in the form of self insurance, bonds, local government, trust fund, and or guarantee		

**VI. Walkthrough Requirements**

Spill prevention and release detection equipment checked monthly?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Tank top sumps checked annually?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No



7487

VII. Release Detection

Compliance

☒ Yes

☐ No

a) Annual Release Detection Operability Testing (Sometimes referred to as Tank Gauge Certification)

Date of last testing:

6/20/2023

8/3/2022  
6/3/2021

Last three tests available?

☒ Yes

☐ No

b) Piping Release Detection (Check all that apply)

6/15/2020

☐ Pressurized Piping

☒ Mechanical Leak Detector (MLLD) ☒ Electronic Leak Detector (ELLD) - check for swiftcheck requirement

Date of last testing:

6/20/2023

8/3/2022  
6/3/2021  
6/15/2020

Last three tests available?

☒ Yes

☐ No

Number of lines tested:

4

Number of LD tested:

4

Leak detector manufacturer make and model:

VL 99 LD 2000

Tank gauge manufacturer make and model:

INCON EVO 550

MLLD on turbine manifold?

☐ Yes

☐ No

MLLD product appropriate? (Example, diesel Red Jacket FX series on diesel system?)

☐ Yes

☐ No

If ELLD and no line testing: Annual 0.1 gph results from tank gauge?

☐ Yes

☐ No

☐ Interstitial Monitoring

[Monthly records must include, date system was checked, observations made, initials of person checking. Electronic records must include power status (on or off), alarm indication status (yes or no) and sensor malfunction notes (yes or no).]

Date of last sump testing:

2021

→

2023

Last two tests available?

☒ Yes

☐ No

Date of last sensor testing:

6/20/2023

Last three tests available?

☐ Yes

☐ No

Float sensors installed correctly?

☒ Yes

☐ No

Interstitial space opened to sump?

☒ Yes

☐ No

Presence of water in sumps?

☐ Yes

☒ No

☐ Safe Suction

Check valve directly below suction pump?

☐ Yes

☐ No

c) Monthly Tank Release Detection (Check all that apply)

☒ Tank Gauge

☐ CSLD

☒ SCALD

☐ Static

Are correct tank sizes programmed at tank gauge?

☒ Yes

☐ No

Tank diameter/length seem appropriate?

☒ Yes

☐ No

Are tanks manifolded?

☐ Yes

☐ No

If so, tank gauge testing setup for manifolded tanks?

☐ Yes

☐ No

If Veeder Root tank gauge leak detection

☐ CSLD set at 99%

☐ Thermal coefficient set correctly?

(Gasoline 0.00070; Diesel 0.00045)

If Incon/Franklin tank gauge leak detection

☒ If SCALD is Vol Qual set to 14% (or 99% confidence)

☒ If API gravity set correctly?

(Regular 63.5; Plus 62.8; Super 51.3; Diesel 32.8)

For all tank gauges doing static tests

(Static tests require tank to be 50% full for a valid test)

☒ Interstitial Monitoring [Monthly records must include, date system was checked, observations made, initials of person checking.

Electronic records must include power status (on or off), alarm indication status (yes or no) and sensor malfunction notes (yes or no).]

☐ SIR

Ensure pass or fail results within 30-day period. Inconclusive result means release detection requirement not met

4 chambers in each of the two tanks.

no interstitial required?

Tank release detection records available during inspection

8 tanks

2024	2024	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
T1: <input type="checkbox"/> Jan <input type="checkbox"/> Feb	<input type="checkbox"/> Mar	<input type="checkbox"/> Apr	<input type="checkbox"/> May	<input type="checkbox"/> Jun	<input type="checkbox"/> Jul	<input type="checkbox"/> Aug	<input type="checkbox"/> Sep	<input type="checkbox"/> Oct	<input type="checkbox"/> Nov	<input type="checkbox"/> Dec	
T2: <input type="checkbox"/> Jan <input type="checkbox"/> Feb	<input type="checkbox"/> Mar	<input type="checkbox"/> Apr	<input type="checkbox"/> May	<input type="checkbox"/> Jun	<input type="checkbox"/> Jul	<input type="checkbox"/> Aug	<input type="checkbox"/> Sep	<input type="checkbox"/> Oct	<input type="checkbox"/> Nov	<input type="checkbox"/> Dec	
T3: <input type="checkbox"/> Jan <input type="checkbox"/> Feb	<input type="checkbox"/> Mar	<input type="checkbox"/> Apr	<input type="checkbox"/> May	<input type="checkbox"/> Jun	<input type="checkbox"/> Jul	<input type="checkbox"/> Aug	<input type="checkbox"/> Sep	<input type="checkbox"/> Oct	<input type="checkbox"/> Nov	<input type="checkbox"/> Dec	
T4: <input type="checkbox"/> Jan <input type="checkbox"/> Feb	<input type="checkbox"/> Mar	<input type="checkbox"/> Apr	<input type="checkbox"/> May	<input type="checkbox"/> Jun	<input type="checkbox"/> Jul	<input type="checkbox"/> Aug	<input type="checkbox"/> Sep	<input type="checkbox"/> Oct	<input type="checkbox"/> Nov	<input type="checkbox"/> Dec	
T5: <input type="checkbox"/> Jan <input type="checkbox"/> Feb	<input type="checkbox"/> Mar	<input type="checkbox"/> Apr	<input type="checkbox"/> May	<input type="checkbox"/> Jun	<input type="checkbox"/> Jul	<input type="checkbox"/> Aug	<input type="checkbox"/> Sep	<input type="checkbox"/> Oct	<input type="checkbox"/> Nov	<input type="checkbox"/> Dec	
T6: <input type="checkbox"/> Jan <input type="checkbox"/> Feb	<input type="checkbox"/> Mar	<input type="checkbox"/> Apr	<input type="checkbox"/> May	<input type="checkbox"/> Jun	<input type="checkbox"/> Jul	<input type="checkbox"/> Aug	<input type="checkbox"/> Sep	<input type="checkbox"/> Oct	<input type="checkbox"/> Nov	<input type="checkbox"/> Dec	
T7: <input type="checkbox"/> Jan <input type="checkbox"/> Feb	<input type="checkbox"/> Mar	<input type="checkbox"/> Apr	<input type="checkbox"/> May	<input type="checkbox"/> Jun	<input type="checkbox"/> Jul	<input type="checkbox"/> Aug	<input type="checkbox"/> Sep	<input type="checkbox"/> Oct	<input type="checkbox"/> Nov	<input type="checkbox"/> Dec	
T8: <input type="checkbox"/> Jan <input type="checkbox"/> Feb	<input type="checkbox"/> Mar	<input type="checkbox"/> Apr	<input type="checkbox"/> May	<input type="checkbox"/> Jun	<input type="checkbox"/> Jul	<input type="checkbox"/> Aug	<input type="checkbox"/> Sep	<input type="checkbox"/> Oct	<input type="checkbox"/> Nov	<input type="checkbox"/> Dec	



Inspector:

Date:

Time:

Facility:

7487

## VIII. Spill Prevention

## Compliance

☒ Yes☐ No

Date(s) of testing:

6/26/2023

2021

Number of spill buckets tested?

4

Did spill bucket pass most recent testing?

☒ Yes☐ No

If no, was spill bucket replaced/repaired?

☐ Yes☐ No

During inspection, visual damage to spill bucket?

☐ Yes☒ No☒ Hydrostatic testing (test takes one hour to complete)☐ Vacuum test (test takes 1 minute, ending vacuum must be 26 inches water column or greater)

## IX. Overfill Prevention

## Compliance

☒ Yes☐ No

Date(s) of testing:

8/3/2022

Due 2025

1/10/2022

11/8/2021

Overfill device pass most recent testing?

☒ Yes☐ No

If no, overfill device replaced?

☐ Yes☐ No

Overfill method that was tested:

☒ Alarm☐ Flapper☐ Ball FloatOverfill Alarm

Alarm sounds when tank is 90% full

☒ Yes☐ No

Driver can see or hear alarm at point of transfer?

☒ Yes☐ No

Sound alarm from tank gauge during inspection?

☒ Yes☐ NoFlapper Valve

Testing verified the valve automatically restricts flow at 95%

☐ Yes☐ No

Visual observation of flapper on day of inspection?

☐ Yes☐ NoBall Float

Testing verified the ball float automatically restricts flow at 90%

☐ Yes☐ No

Visual observation of ball float during inspection?

☐ Yes☐ No

## X. Corrosion Protection

## Compliance

☐ Yes☐ No☐ Cathodic☐ Galvanic☐ Impressed Current

Steel tank with cathodic?

☐ Yes☐ No

Steel pipes with cathodic?

☐ Yes☐ No

Steel flex-lines with cathodic?

☐ Yes☐ No

Date of cathodic test: \_\_\_\_\_

Last two tests available?

☐ Yes☐ No

Did last test pass?

☐ Yes☐ No

If not:

Was failed test reported to DEQ?

☐ Yes☐ No

Was system repaired?

☐ Yes☐ No

Date of repair? \_\_\_\_\_

Cathodic retested within 6 mos. of repair?

☐ Yes☐ No

Date of retesting? \_\_\_\_\_

If impressed current system:

Rectifier Operational?

☐ Yes☐ No

Rectifier log maintained?

☐ Yes☐ No

Rectifier been operating continuously

☐ Yes☐ No☐ Tank Lining

Date of last test? \_\_\_\_\_

Pressure test conducted after tank lining inspection?

☐ Yes☐ No

XI. General notes from inspection

Representative onsite: "Sabi" Tek Sandhu email: brargarry85@yahoo.com

- \* spill bucket from install? ✓
- \* no interstitial required for the lines? ✓
- \* need sensor printouts for a year was able to see until July 2023 - ✓

Photo #1 = UDC # 1/2 Pny

Photo #2 = UDC # 3/4 Pny

Photo #3 = UDC # 5/6 Pny

~~Photo #4 = UDC #~~

~~Photo #5 = UDC #~~

\* UDC # 9/10<sup>(dry)</sup> no sensor! why? — missing (required)

Compliance Determination:

☐ No Violations Observed

☒ Observed violations resulting in enforcement

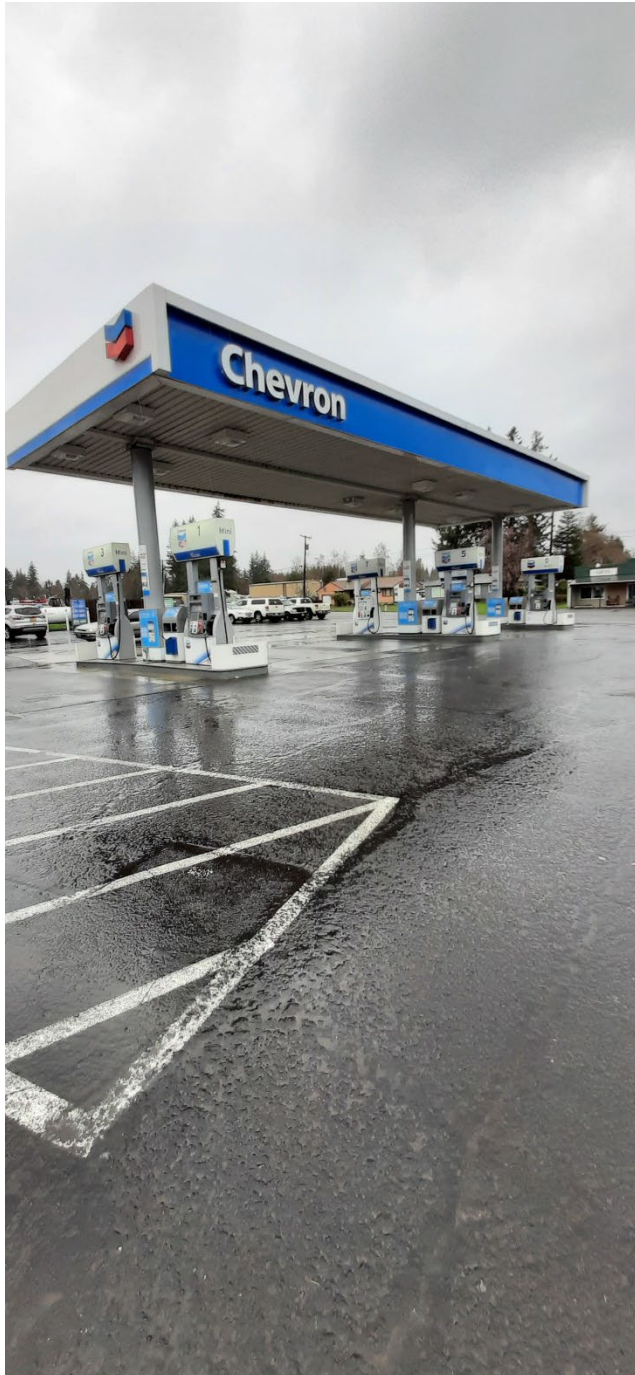
Inspector Signature:

Ingrid Maffrey

Date:

2/28/2024





1: 42930 Old Hwy 30, Astoria, OR 97103



2: Tank nest looking North





3: Regular sump

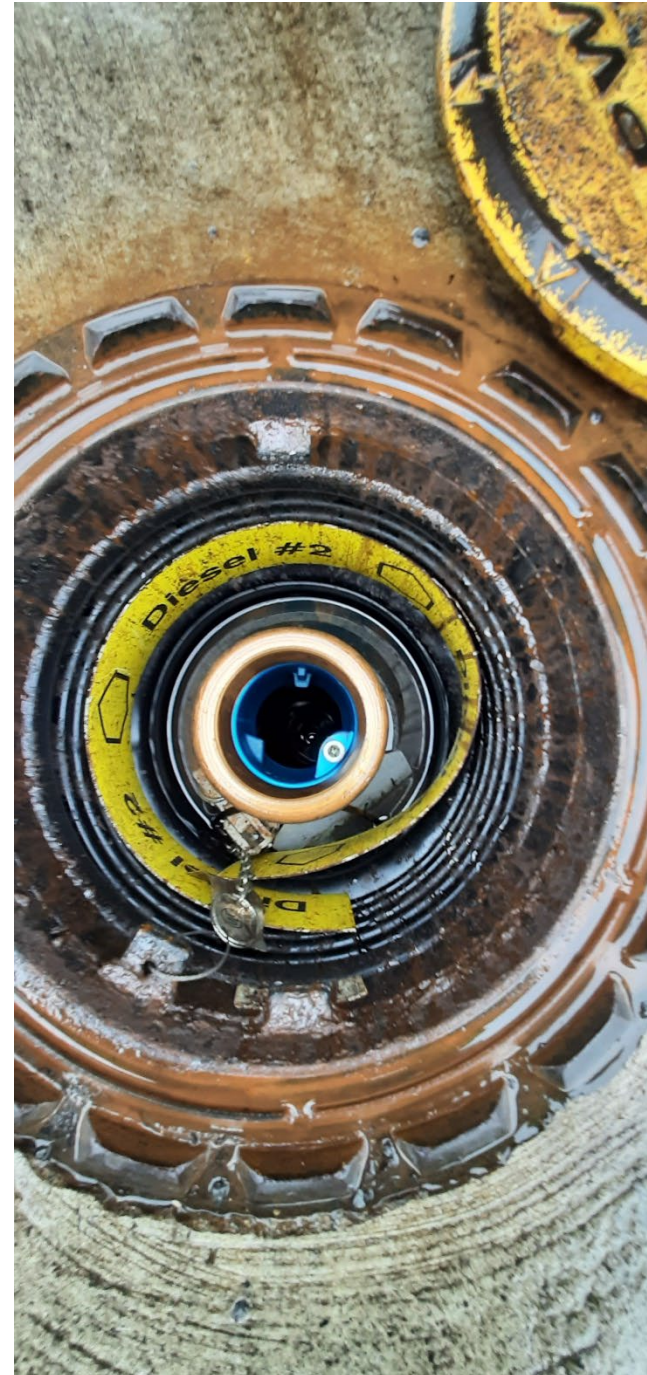


4: Regular fill





5: Regular fill

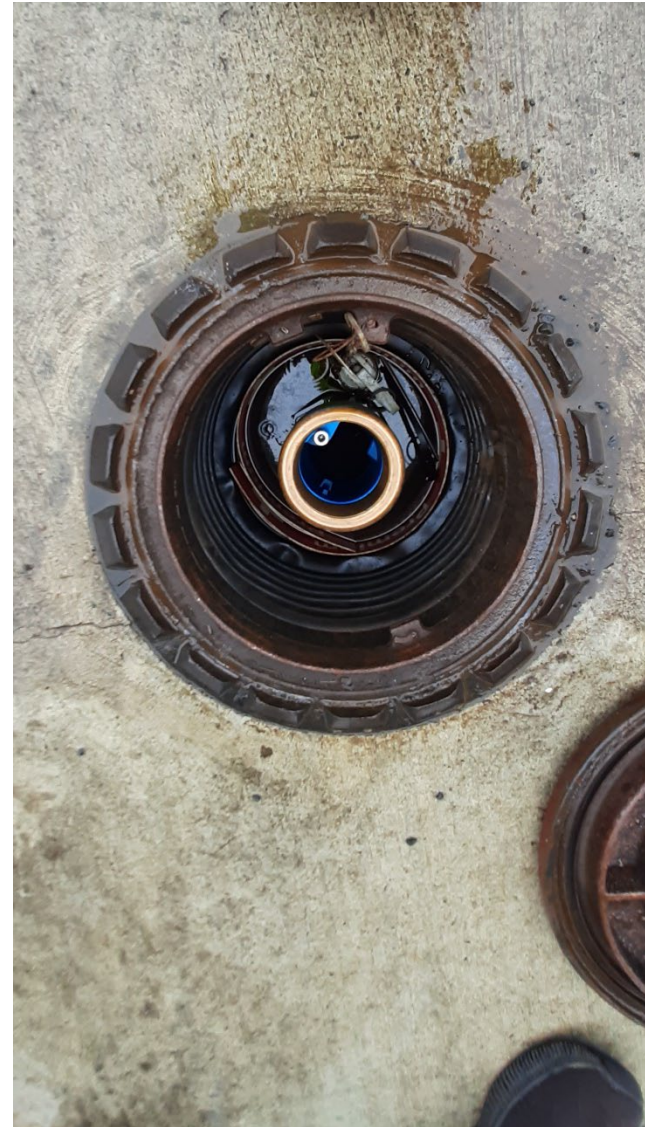


6: Diesel fill





7: Diesel sump



8: Premium fill





9: Non ethanol fill



10: Premium sump





11:Non ethanol sump



12: UDC #1/2





13: UDC #3/4



14: UDC #5/6







State of Oregon  
Department of  
Environmental  
Quality

Program Enforcement No. 2024-FC-9178

## 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:	02/28/2024	Facility ID#:	7487
Inspector:	Ingrid Gaffney	Facility Name:	Knappa Mini Mart
DEQ Office:	700 NE Multnomah St, Ste 600 Portland, OR 97232	Facility Address:	42930 Old Hwy 30 Astoria, OR 97103
Phone #:	503-875-1246	County:	Clatsop

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: 03/27/2024

Facility Representative Present During Inspection: Tek Sandhu ☒ Permittee ☐ Owner ☐ Other

Name of Permittee or Owner: SABI, Inc.

Mailing Address: 900 NW 216th St, Ridgefield, WA 98642-7893

Field Citation Penalty – See Page 3 for detailed listing of each violation. \$ 300 .00

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: 04/26/2024

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: 03/27/2024

PROGRAM ENFORCEMENT No.: 2024-FC-9178

FACILITY ID: 7487

Violation #1: \*TCR: ☒ Y ☐ N  
Failure to use interstitial monitoring equipment in UDC #9/10 to monitor pressurized piping for a release daily and/or failure to record results on a daily basis for each month.

Corrective Action: Install RD equipment that is installed, operated, and/or maintained as per manufacturer's specifications within 60 days. Submit Notification and/or Installation / Modification Checklists as required Maintain Records Submit Compliance Certification Statement

Rule Citation: OAR 340-150-0465(4) Penalty Amount: \$ 300 .00 Correct Violation by: 5/27/2024 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): \$ 300 .00 Total Penalty Amount (All Pages): \$ 300 .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: 04/26/2024

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. / Date

Permittee/Owner Signature

\*TCR: Technical Compliance Rate



Since 1960

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

www.mascotttec.com

# INVOICE

Number	599578
Date	04/11/2024
Page	1

Bill-to Account #: 3579  
SABI INC DBA  
KNAPPA MINI MARKET  
42930 OLD HWY 30  
KNAPPA, OR 97103

Ship-to #: 1  
KNAPPA CHEVRON  
42930 OLD HWY 30  
503-458-6352  
KNAPPA, OR 97103

Reference #	Shipped	Salesperson	Terms	Tax Code	Doc #	Wh	Freight	Ship Via
SABI	04/11/2024	HOWELLS	NET 10 DAYS	OR NOTAX	483416	01	BILL	SERVICE

Item	Description	Ordered	Shipped	Backordrd	UM	Price	UM	Extension
INFMP-ULS	9/10 UDC MISSING SENSOR							
LABOR-PD	SENSOR, UNIVERSAL LIQUID SUMP	1	1	0	EA	398.00	EA	398.00
TRIP CHARGE-PD40	LABOR, (On-Site/Shop Service)	1.00	1.00	.00	EA	125.00	EA	125.00
FUEL SURCHARGE-PD40	LABOR, TRAVEL 21-40 MILEAGE	1	1	0	EA	178.00	EA	178.00
	FUEL SURCHARGE	1	1	0	EA	11.10	EA	11.10
	04/03 - TECH SJC INSTALLED, WIRED, PROGRAMMED AND TESTED SENSOR ON #9/10. LEFT WORKING 04/03/24 - JAM							

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

Merchandise	Misc	Discount	CAT Tax	Freight	Total Due
712.10	.00		3.20	.00	715.30

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 ...

SOINV



01-599578



## 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 cost, will be 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 part 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 shall 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 breach 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 breach, 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 MERCHANTABILITY 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 REPRESENTATION:** 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.

- ☐ PORTLAND  
435 N.E. HANCOCK  
PORTLAND, OR 97212  
503-282-2587
- ☐ TRICITIES  
200 S. 20TH AVE.  
PASCO, WA 99301  
509-543-2018
- ☐ SEATTLE  
6530 5TH PLACE SOUTH  
SEATTLE, WA 98108  
206-763-7867
- ☐ ANCHORAGE  
ANCHORAGE, AK  
907-242-3921

ACCOUNT NUMBER

JOB SITE	
ORDER DATE	JOB PHONE

WORK ORDERED BY
-----------------

SOLD TO	
ADDRESS	
CITY	STATE

JOB NAME	
ADDRESS	
CITY	STATE

CUSTOMER P.O. NUMBER	TECHNICIAN	MFG AUTHORIZATION (if necessary)
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MODEL	SERIAL NUMBER	MODEL	SERIAL NUMBER
-------	---------------	-------	---------------

PROBLEM REPORTED:

### MATERIAL USED

QTY.	WH	PART NUMBER	DESCRIPTION	PRICE	AMOUNT

TIME ARRIVED	AM PM (circle one)	TIME DEPARTED	AM PM (circle one)	Customer Initials
--------------	--------------------	---------------	--------------------	-------------------

WORK DESCRIPTION:

WARRANTY <input type="checkbox"/>	COMPLETE <input type="checkbox"/>	PENDING <input type="checkbox"/>
-----------------------------------	-----------------------------------	----------------------------------

SERVICEMAN	CHARGES	QTY.	RATE	AMOUNT
TUBAR Key Returned	STANDARD LABOR			
	OVERTIME LABOR			
	TRAVEL TIME			
DATE COMPLETED	MILEAGE			
TERMS:	TOTAL MATERIAL			
NET 10TH PROX	MISC. MATERIAL			
PRINT CUSTOMER NAME	LAP TOP FEE			
CUSTOMER AUTHORIZED SIGNATURE	SUB TOTAL			
	SALES TAX			
	TOTAL AMOUNT DUE			



April 11 2024

units:gph

# TANKS (MONTHLY)

Tank 1  
Tank 1/Unleaded  
SCALD  
Slope -0.07  
▶ 04/04/2024 03:32:11  
▶ 04/04/2024 05:00:05  
Volume Qualify % >= 14

Tank 2  
Tank 2/Supreme  
SCALD  
Slope -0.08  
▶ 04/04/2024 04:37:33  
▶ 04/04/2024 06:46:22  
Volume Qualify % >= 14

Tank 3  
Tank3/Diesel  
SCALD  
Slope 0.01  
▶ 04/04/2024 04:16:18  
▶ 04/04/2024 05:43:23  
Volume Qualify % >= 14

Tank 4  
Tank4/Clear  
SCALD  
Slope -0.02  
▶ 04/04/2024 06:24:10  
▶ 04/04/2024 08:06:37  
Volume Qualify % >= 14

# 2 WIRE SENSOR (MONTHLY)

Disp 3\4  
04/03/2024 12:00:00

Disp 1\2  
04/03/2024 12:00:00

Disp7\8  
04/03/2024 12:00:00

Disp 5\6  
04/03/2024 12:00:00

Disp 11\12  
04/03/2024 12:00:00

Unleaded STP  
04/03/2024 12:00:00

Supreme STP  
04/03/2024 12:00:00

Clear STP  
04/03/2024 12:00:00

Diesel STP  
04/03/2024 12:00:00

Interstitial

Knappa Chevron  
42930 Old Highway 101  
Knappa, Oregon 97103  
503-458-6352  
USA

04/04/2024 08:13:57

SENSOR REPORT  
Last Available

2 WIRE SENSOR

Disp 3\4  
Ok

04/04/2024 08:13:57

Disp 1\2  
Ok  
04/04/2024 08:13:57

Disp7\8  
Ok  
04/04/2024 08:13:57

Disp 5\6  
Ok  
04/04/2024 08:13:57

Disp 11\12  
Ok  
04/04/2024 08:13:57

Disp 9\10  
Ok  
04/04/2024 08:13:57

Unleaded STP  
Ok  
04/04/2024 08:13:57

Supreme STP  
Ok  
04/04/2024 08:13:57

Clear STP  
Ok  
04/04/2024 08:13:57

Diesel STP  
Ok  
04/04/2024 08:13:57

Interstitial  
Ok  
04/04/2024 08:13:57

3 WIRE SENSOR

No Records Found

MAG SENSOR

No Records Found

Knappa Chevron  
42930 Old Highway 101  
Knappa, Oregon 97103  
503-458-6352  
USA

04/04/2024 08:13:32

SCALD REPORT  
Last Available

units:gal, in, °F

# TANKS

Tank 1/Unleaded  
Unleaded  
Capacity: 12,010.0

Begin	End
04/04/2024 03:32:11	04/04/2024 05:00:05
Result	Pass
Slope	-0.07
Status	0
Volume Qualify %	>= 14

Tank 2/Supreme  
Supreme  
Capacity: 5,047.0

Begin	End
04/04/2024 04:37:33	04/04/2024 06:46:22
Result	Pass
Slope	-0.08
Status	0
Volume Qualify %	>= 14

Tank3/Diesel  
Diesel  
Capacity: 8,016.0

Begin	End
04/04/2024 04:16:18	04/04/2024 05:43:23
Result	Pass
Slope	0.01
Status	0
Volume Qualify %	>= 14

Tank4/Clear  
Product 4  
Capacity: 5,047.0

Begin	End
04/04/2024 06:24:10	04/04/2024 08:06:37
Result	Pass
Slope	-0.02
Status	0
Volume Qualify %	>= 14



From: [ingrid.gaffney@deq.or.gov](mailto:ingrid.gaffney@deq.or.gov)  
To: [gary.blair@yale.com](mailto:gary.blair@yale.com)  
Cc: [gary.blair@yale.com](mailto:gary.blair@yale.com)  
Date: 04/28/2024 10:00 AM  
Subject: RE: DEQ UST Inspection Determination: Knappa Mini Mart #7487

Thank you, Seth. We'll look out for it.

Regards,

Ingrid Gaffney  
UST Compliance Inspector  
DEQ UST Program  
700 NE Multnomah St, Ste 600  
Portland, OR 97232  
<https://www.oregon.gov/deq/Pages/index.aspx>  
sgr/ter

From: Gary Blair <[gary.blair@yale.com](mailto:gary.blair@yale.com)>  
Sent: Thursday, May 30, 2024 8:53 AM  
To: 'Ingrid Gaffney' <[ingrid.gaffney@deq.oregon.gov](mailto:ingrid.gaffney@deq.oregon.gov)>  
Subject: RE: DEQ UST Inspection Determination: Knappa Mini Mart #7487

Good morning! I Mail the original paper I Mail with the payment and also I email you please let me know if you received it

[Yahoo Mail Search, Organize, Compare](#)

On Tue, May 28, 2024 at 2:24 PM, GAFFNEY Ingrid <[DEQ-ingrid.gaffney@deq.oregon.gov](mailto:DEQ-ingrid.gaffney@deq.oregon.gov)> wrote:

Great, thank you.

Regards,

Ingrid Gaffney  
UST Compliance Inspector  
DEQ UST Program  
700 NE Multnomah St, Ste 600  
Portland, OR 97232  
<https://www.oregon.gov/deq/Pages/index.aspx>  
sgr/ter

From: Gary Blair <[gary.blair@yale.com](mailto:gary.blair@yale.com)>  
Sent: Tuesday, May 28, 2024 2:59 PM  
To: GAFFNEY Ingrid <[ingrid.gaffney@deq.oregon.gov](mailto:ingrid.gaffney@deq.oregon.gov)>  
Subject: RE: DEQ UST Inspection Determination: Knappa Mini Mart #7487

I Mail the payment today and send you the paperwork now

[Yahoo Mail Search, Organize, Compare](#)

On Thu, May 23, 2024 at 7:27 AM, GAFFNEY Ingrid <[DEQ-ingrid.gaffney@deq.oregon.gov](mailto:DEQ-ingrid.gaffney@deq.oregon.gov)> wrote:

Hi Seth,

Just a reminder that DEQ needs to receive the payment for the field citation and the work order for the install of the sensors. Please make sure this happens asap.

Thank you,

Regards,

Ingrid Gaffney  
UST Compliance Inspector  
DEQ UST Program  
700 NE Multnomah St, Ste 600  
Portland, OR 97232  
<https://www.oregon.gov/deq/Pages/index.aspx>  
sgr/ter

From: Gary Blair <[gary.blair@yale.com](mailto:gary.blair@yale.com)>  
Sent: Thursday, April 4, 2024 8:57 AM  
To: GAFFNEY Ingrid <[ingrid.gaffney@deq.oregon.gov](mailto:ingrid.gaffney@deq.oregon.gov)>  
Subject: Re: DEQ UST Inspection Determination: Knappa Mini Mart #7487

Knappa market

We install the clear sumps sensor and test all done im sending you the report

Knappa Chevron  
42930 Old Highway 101  
Knappa, Oregon 97103  
503-458-6352

USA  
04/04/2024 08:13:01

REGULATORY REPORT  
(Passed Tests)  
April 2024

units:gph

TANKS (MONTHLY)

Tank 1  
Tank 1/Unleaded  
SCALD  
Slope -0.07  
▶ 04/04/2024 03:32:11  
▶ 04/04/2024 05:00:05  
Volume Qualify % >= 14

Tank 2  
Tank 2/Supreme  
SCALD  
Slope -0.08  
▶ 04/04/2024 04:37:33  
▶ 04/04/2024 06:46:22  
Volume Qualify % >= 14

Tank 3  
Tank 3/Diesel  
SCALD  
Slope 0.01  
▶ 04/04/2024 04:16:18  
▶ 04/04/2024 05:43:23  
Volume Qualify % >= 14

Tank 4  
Tank 4/Clear  
SCALD  
Slope -0.02  
▶ 04/04/2024 06:24:18  
▶ 04/04/2024 08:06:37  
Volume Qualify % >= 14

2 WIRE SENSOR (MONTHLY)

Disp 3\4  
04/03/2024 12:00:00

Disp 1\2  
04/03/2024 12:00:00

Disp 7\8  
04/03/2024 12:00:00

Disp 5\6  
04/03/2024 12:00:00

Disp 11\12  
04/03/2024 12:00:00

Unleaded STP  
04/03/2024 12:00:00

Supreme STP  
04/03/2024 12:00:00

Clear STP  
04/03/2024 12:00:00

Diesel STP  
04/03/2024 12:00:00

Interstitial  
04/03/2024 12:00:00

Knappa Chevron  
42930 Old Highway 101  
Knappa, Oregon 97103  
503-458-6352

USA

04/04/2024 08:13:57

SENSOR REPORT  
Last Available

2 WIRE SENSOR

Disp 3\4  
Ok  
04/04/2024 08:13:57

Disp 1\2  
Ok  
04/04/2024 08:13:57

Disp 7\8  
Ok  
04/04/2024 08:13:57

Disp 5\6  
Ok  
04/04/2024 08:13:57

Disp 11\12  
Ok  
04/04/2024 08:13:57

Disp 9\10  
Ok  
04/04/2024 08:13:57

Unleaded STP  
Ok  
04/04/2024 08:13:57

Supreme STP  
Ok  
04/04/2024 08:13:57

Clear STP  
Ok  
04/04/2024 08:13:57

Diesel STP  
Ok  
04/04/2024 08:13:57

Interstitial  
Ok  
04/04/2024 08:13:57

3 WIRE SENSOR

No Records Found

MAG SENSOR

No Records Found

Knappa Chevron  
42930 Old Highway 101  
Knappa, Oregon 97103  
503-458-6352

USA

04/04/2024 08:13:32

SCALD REPORT  
Last Available

units:gal, in, °F

TANKS

Tank 1/Unleaded  
Unleaded  
Capacity: 12,010.0

Begin End  
04/04/2024 04/04/2024  
03:32:11 05:00:05  
Result Pass  
Slope -0.07  
Status 0  
Volume Qualify % >= 14

Tank 2/Supreme  
Supreme  
Capacity: 5,047.0

Begin End  
04/04/2024 04/04/2024  
04:37:33 06:46:22  
Result Pass  
Slope -0.08  
Status 0  
Volume Qualify % >= 14

Tank 3/Diesel  
Diesel  
Capacity: 8,016.0

Begin End  
04/04/2024 04/04/2024  
04:16:18 05:43:23  
Result Pass  
Slope 0.01  
Status 0  
Volume Qualify % >= 14

Tank 4/Clear  
Product 4  
Capacity: 5,047.0

Begin End  
04/04/2024 04/04/2024  
06:24:18 08:06:37  
Result Pass  
Slope -0.02  
Status 0  
Volume Qualify % >= 14

Knappa Mini Search - Oregon, Chevron

On Sun, Mar 31, 2024 at 9:20 AM, Garry Blair

mailto:garraib@knappa.com wrote:

Knappa mini market

Knappa Mini Search - Oregon, Chevron

----- Forwarded Message -----

From: "GARFNEY Ingrid" <DEI-4@knappa.com>

To: "Garry Blair" <garraib@knappa.com>

Cc: "UST Duty Office" <DEI-1@ustduty.com>



Sent: Wed, Mar 27, 2024 at 9:00 AM  
Subject: DEQ UST Inspection Determination: Knappa Mini Mart #7487  
Hello Sabi,

Thank you for meeting with DEQ onsite February 28, 2024, to inspect the underground storage tanks at 42930 Old Hwy 30, Astoria, OR. It was a pleasure to meet you.

Since DEQ observed a missing sensor in UDC #910 at 42930 Old Hwy 30, Astoria, DEQ must issue a field citation, per enforcement guidance. Please see the attached citation.

**CORRECTIVE ACTION:**

1. Install RD sensor that is installed, operated, and/or maintained as per manufacturer's specifications within 60 days. Submit Notification and/or Installation / Modification Checklists as required. Maintain Records. Submit to DEQ.

This field citation will help DEQ keep track of the necessary repairs and testing required due to the missing sensor. The field citation states Sabi, Inc. has **60 days** to perform or schedule the repairs and necessary repair testing. If you require more time, please let DEQ know. Please make sure to only hire licensed DEQ contractors. Here is the list: <https://www.oregon.gov/dep/air/Pages/UST-Service.aspx>

**Observation of code:**

- Please print all sensor status each month and keep a record of each print-out.

**Please contact the UST Duty Officer at 503-229-5034 or [ust.dutyofficer@deq.oregon.gov](mailto:ust.dutyofficer@deq.oregon.gov) for the investigation and repairs and be sure to CC UST duty officer email when sending over the final documentation.**

Thank you and reach out to me with questions or if you required this to be mailed as a hard copy.

Regards,

Ingrid Gaffney  
UST Compliance Inspector  
DEQ UST Program  
700 NE Multnomah St, Ste 600  
Portland, OR 97232  
<https://www.oregon.gov/dep/air/Pages/index.aspx>  
sghf/ner

**DEPARTMENT OF ENVIRONMENTAL QUALITY  
TRANSMITTAL ADVICE  
UST EXPEDITED ENFORCEMENT PROG**

CK #	TRAN AMNT	FOR THE ACCOUNT OF	CIVIL PENALTY #
CHECK NAME		REASON FOR PAYMENT	INV # RCPT #
270237	300.00	ASTRO #202	2024-FC-9243
WSCO PERTROLEUM CORP		FIELD CITATION FOR UST VIOLATION	FC-9243
10070	300.00	KNAPPA MINI MART	2024-FC-9178
SABI INC		FIELD CITATION FOR UST VIOLATION	FC-9178
	600.00	TOTAL	





DataBase Connection: **PROD**

Program Enforcement Maintenance



Program Enforcement

Violations List (1)

Corrective Actions (0)

Link Actions

File #

7487

Create PEN

Create OCE Enforcement

Name

KNAPPA MINI MARKET

Location

42930 OLD HIGHWAY 30 / ASTORIA / CLATSOP

Permit

UST General Permit.4-7487-2023-OPER.Active

Recipient Information:

Show Recipient Selection

Name / Title

Sandhu, Tek /

Address

42930 Old Highway 30 / Astoria / OR / 97103-8653

Phone / Fax / Email

503-458-6352 / 503-458-5462 / sandhutek@comcast.net

Edit

Delete

Program Enforcement Number

2024-FC-9178

Regulatory Program

Underground Storage Tanks

Staff Assigned

Ingrid Gaffney

Enforcement Type

Field Citation

Enforcement Action Issued Date

03/27/2024

Show Calendar

Response Received Date

Show Calendar

Payment Due Date

04/26/2024

Show Calendar

Payment Received Date

05/31/2024

Show Calendar

Penalty Amount

\$300.00

PEN Referral Date

Show Calendar

Closed Date

Show Calendar

Withdrawn Date

Show Calendar

Link To Complaint

Comments

Install new sensor in the UDC #9/10 due by 5/27/2024  
PAID ON 5/31/24; PAID BY SABI INC; CK# 10070; AMT 300; XIAN

Edit

Delete

Create By

03/27/2024 08:07:50

\*\*\*

Last Update By

05/31/2024 02:47:00

\*\*\*

Record ID

9178

Create PEN

Create OCE Enforcement

Related Items

View Selected

	ID	Name/Reference	Date
Select	SV: 21305	Full Compliance Inspection (FCI)	02/28/2024
Select	PE: 9178	Field Citation	03/27/2024
Select	SV Vio: 19823	(J8) Interstitial - TCR	02/28/2024

Records Found = 3

Legend

ID Type	Description
SV	Site Visit
PE	Program Enforcement
SV Vio	Site Visit Violation

Compliance Events Report

Post a Comment or Report a Problem

https://webp01.deq.state.or.us/aces/ACESProgramEnforcement.aspx

1/1



State of Oregon  
Department of  
Environmental  
Quality

Program Enforcement No. 2024-FC-9178

**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:	02/28/2024	Facility ID#:	7487
Inspector:	Ingrid Gaffney	Facility Name:	Knappa Mini Mart
DEQ Office:	700 NE Multnomah St, Ste 600 Portland, OR 97232	Facility Address:	42930 Old Hwy 30 Astoria, OR 97103
Phone #:	503-875-1246	County:	Clatsop

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

Field Citation Issued:	<input type="radio"/> In Person <input checked="" type="radio"/> By Mail <input type="radio"/> Both	Date Issued:	03/27/2024
Facility Representative Present During Inspection:	Tek Sandhu <input checked="" type="radio"/> Permittee <input type="radio"/> Owner <input type="radio"/> Other		
Name of Permittee or Owner:	SABI, Inc.		
Mailing Address:	900 NW 216th St, Ridgefield, WA 98642-7893		

Field Citation Penalty – See Page 3 for detailed listing of each violation.	\$ 300 .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: 04/26/2024

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:	<u>Govindar Singh</u>	<input checked="" type="radio"/> Owner <input type="radio"/> Permittee
Signature:	<u>Govindar Singh</u>	Date: <u>05/28/24</u>

**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: 03/27/2024

PROGRAM ENFORCEMENT No.: 2024-FC-9178

FACILITY ID: 7487

Page 3 of 3

**Violation #1:**\*TCR: ☐ Y ☒ N

Failure to use interstitial monitoring equipment in UDC #9/10 to monitor pressurized piping for a release daily and/or failure to record results on a daily basis for each month.

## Corrective Action:

Install RD equipment that is installed, operated, and/or maintained as per manufacturer's specifications within 60 days. Submit Notification and/or Installation / Modification Checklists as required Maintain Records Submit Compliance Certification Statement

Rule Citation: **OAR 340-150-0465(4)**

Penalty Amount: \$ 300

.00

Correct Violation by: 5/27/2024

Date Violation Corrected: 04/03/24

**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): \$ 300

.00

Total Penalty Amount (All Pages): \$ 300

.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: 04/26/2024

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



☐ PORTLAND  
435 N.E. HANCOCK  
PORTLAND, OR 97212  
503-282-2587

☐ TRICITIES  
200 S. 20TH AVE.  
PASCO, WA 99301  
509-543-2018

☐ SEATTLE  
6530 5TH PLACE SOUTH  
SEATTLE, WA 98108  
206-763-7867

☐ ANCHORAGE  
ANCHORAGE, AK  
907-242-3921

ACCOUNT NUMBER

JOB SITE	
ORDER DATE	JOB PHONE
WORK ORDERED BY	
JOB NAME	
ADDRESS	
CITY	STATE
CUSTOMER P.O. NUMBER	TECHNICIAN
MFG AUTHORIZATION (if necessary)	
MODEL	SERIAL NUMBER
MODEL	SERIAL NUMBER

SOLD TO	
ADDRESS	
CITY	STATE

CUSTOMER P.O. NUMBER	TECHNICIAN	MFG AUTHORIZATION (if necessary)
MODEL	SERIAL NUMBER	MODEL
SERIAL NUMBER		

PROBLEM REPORTED:

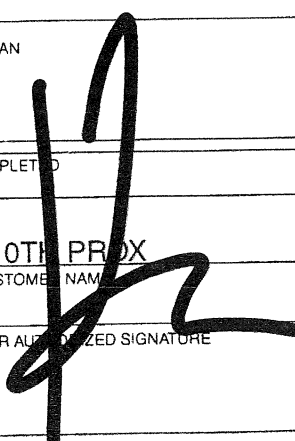

### MATERIAL USED

QTY.	WH	PART NUMBER	DESCRIPTION	PRICE	AMOUNT

TIME ARRIVED	AM PM (circle one)	TIME DEPARTED	AM PM (circle one)	Customer Initials
--------------	--------------------	---------------	--------------------	-------------------

WORK  
DESCRIPTION:


WARRANTY ☐ COMPLETE ☐ PENDING ☐

SERVICEMAN	CHARGES	QTY.	RATE	AMOUNT
	STANDARD LABOR			
	OVERTIME LABOR			
	TRAVEL TIME			
	MILEAGE			
	TOTAL MATERIAL			
DATE COMPLETED	MISC. MATERIAL			
TERMS:	LAP TOP FEE			
NET 10TH PROX	SUB TOTAL			
PRINT CUSTOMER NAME	SALES TAX			
CUSTOMER AUTHORIZED SIGNATURE	TOTAL AMOUNT DUE			