



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

July 29, 2024

Ruth Zirkle
2929, LLC
2929 NW 29th Ave
Portland, OR 97210-1705

RE: UST Compliance Inspection
DEQ UST #6203
Astro 201 – 3911 SE Powell BLVD

Attention Ruth Zirkle,

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 this facility is scheduled for September 24, 2024, starting at approximately 11:00 am. 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.

To complete this inspection, you will need to have compliance testing records available on-site on the day of the inspection or sent to me prior to the inspection at mark.drouin@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 will be subject to enforcement actions.

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

- Line and leak detector testing results for the past three years,
- Monthly tank leak detection records (12 months),
- Class A, B, and C training documentation.
- Financial responsibility mechanism.
- Annual tank gauge / release detection equipment certification
- Spill prevention testing records
- Overfill Prevention Equipment testing
- Cathodic protection testing (if applicable)
- Tank lining records (if applicable)
- Monthly walkthroughs

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 manway or sump lids. 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 541-213-1204 or mark.drouin@deq.oregon.gov to answer any questions you may have and assist you in the preparation for your inspection.

Sincerely,

Mark Drouin

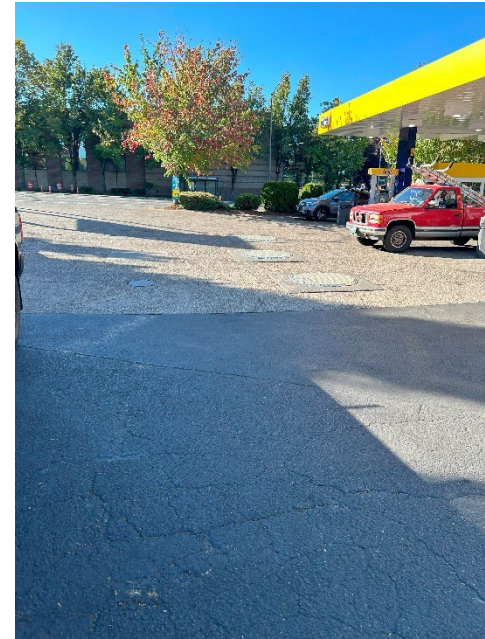
Mark Drouin
UST Compliance Specialist



INSPECTION PHOTOLOG



1: East Side of facility



2: Tank Nest



INSPECTION PHOTOLOG



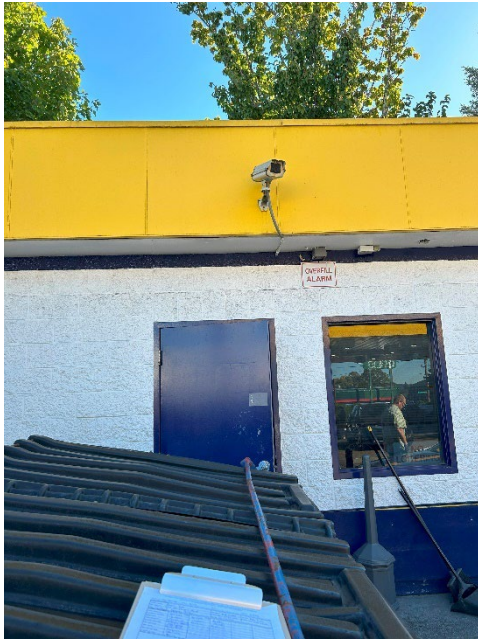
3: Diesel spill bucket



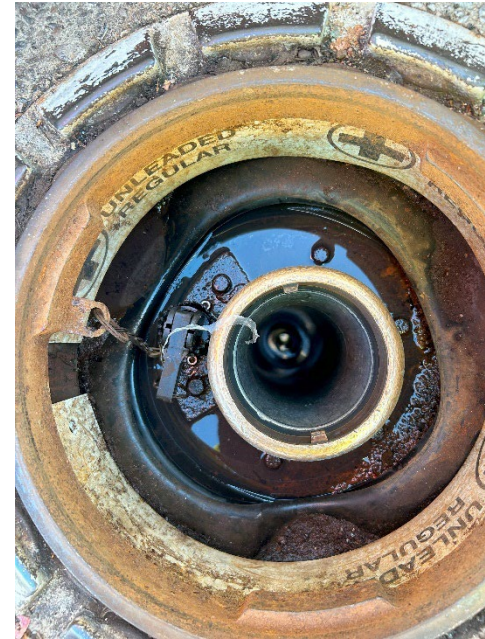
4: Diesel spill bucket



INSPECTION PHOTOLOG



5: Overfill alarm



6: Regular spill bucket



INSPECTION PHOTOLOG



7: Regular vapor recovery



8: Dual point: Regular



INSPECTION PHOTOLOG



9: Premium spill bucket



10: Premium vapor recovery



INSPECTION PHOTOLOG



11: Tank top sump #1



12: Tank top cover #1



INSPECTION PHOTOLOG



13: Tank top sump #2



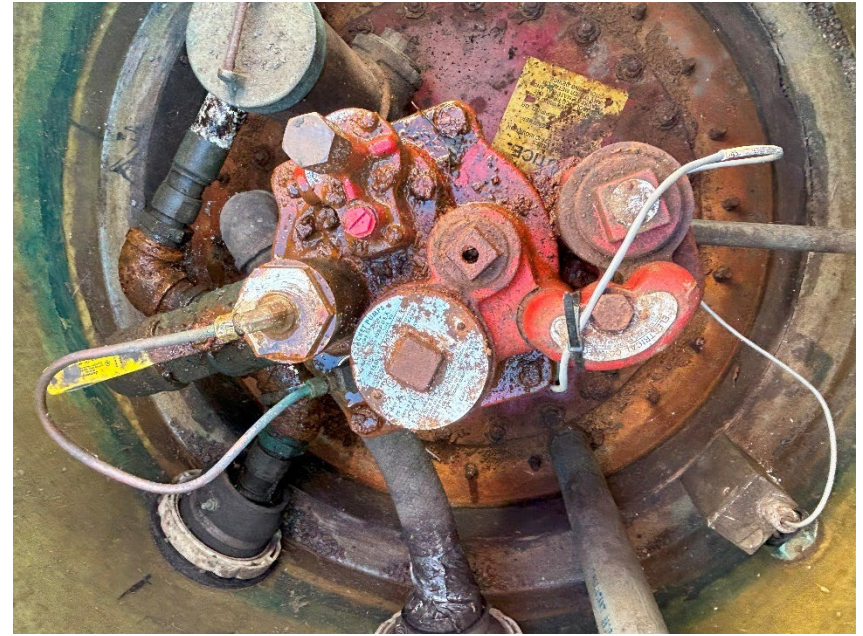
14: Sump #2 – close up of taping



INSPECTION PHOTOLOG



15: Sump #2 – close up of taping



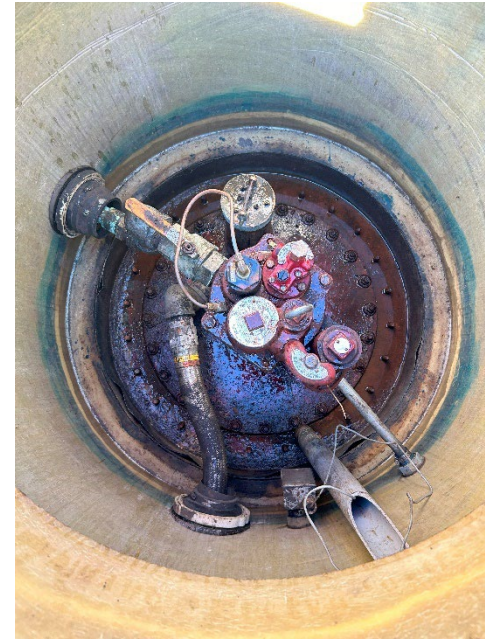
16: Tank top sump #2



INSPECTION PHOTOLOG



17: Tank top sump #3



18: Tank top sump #3



INSPECTION PHOTOLOG



19: UDC – Dispensers 5 & 6



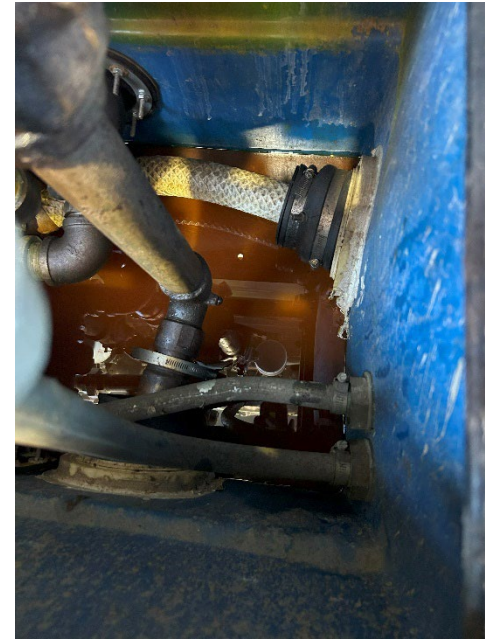
20: UDC – Dispensers 5 & 6



INSPECTION PHOTOLOG



21: Liquid on towel from the bottom of UDC – Dispensers 5 & 6



22: UDC – Dispensers 5 & 6 – Liquid in bottom, product mixed with water.



INSPECTION PHOTOLOG



23: UDC – Dispensers 5 & 6



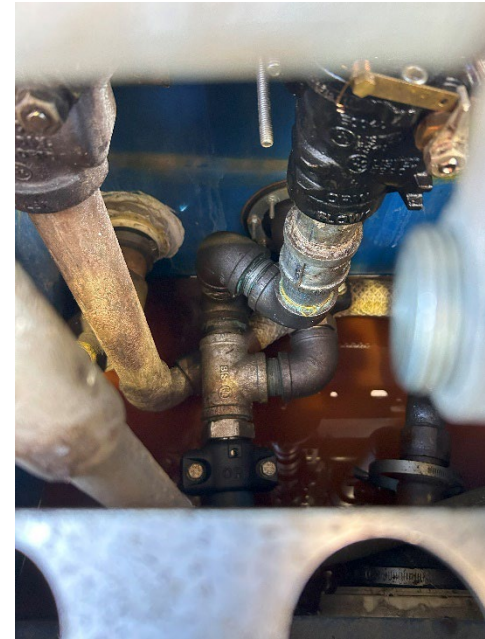
24: UDC – Dispensers 5 & 6



INSPECTION PHOTOLOG



25: UDC – Dispensers 5 & 6



26: UDC – Dispensers 5 & 6 – Liquid in bottom, product mixed with water.



INSPECTION PHOTOLOG



27: UDC – Dispensers 5 & 6



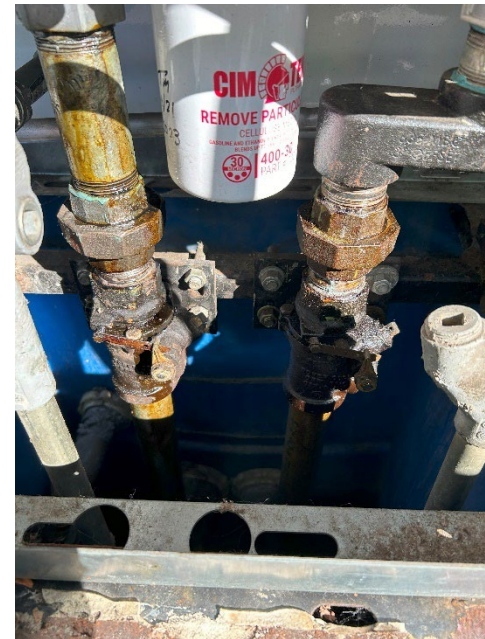
28: Dispenser 6



INSPECTION PHOTOLOG



29: Dispenser 8



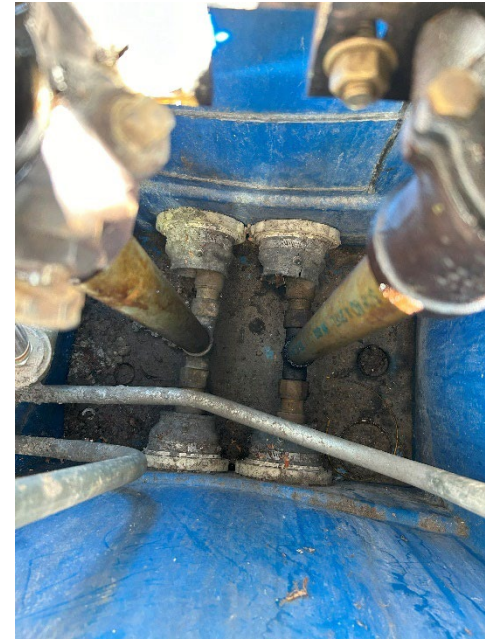
30: UDC – Dispensers 7 & 8



INSPECTION PHOTOLOG



31: UDC – Dispensers 7 & 8



32: UDC – Dispensers 7 & 8



INSPECTION PHOTOLOG



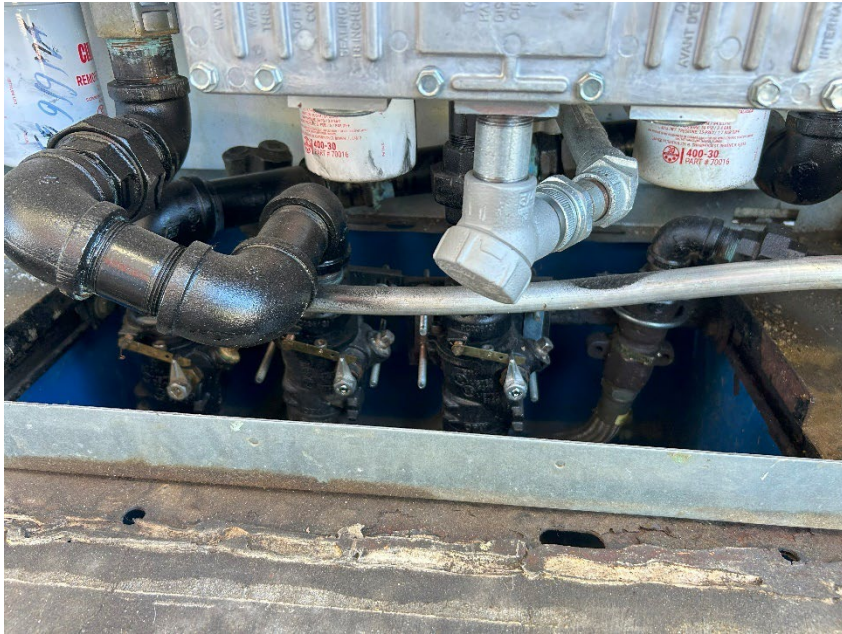
33: UDC – Dispensers 7 & 8



34: Dispenser 3



INSPECTION PHOTOLOG



35: UDC – Dispensers 3 & 4



36: UDC – Dispensers 3 & 4



INSPECTION PHOTOLOG



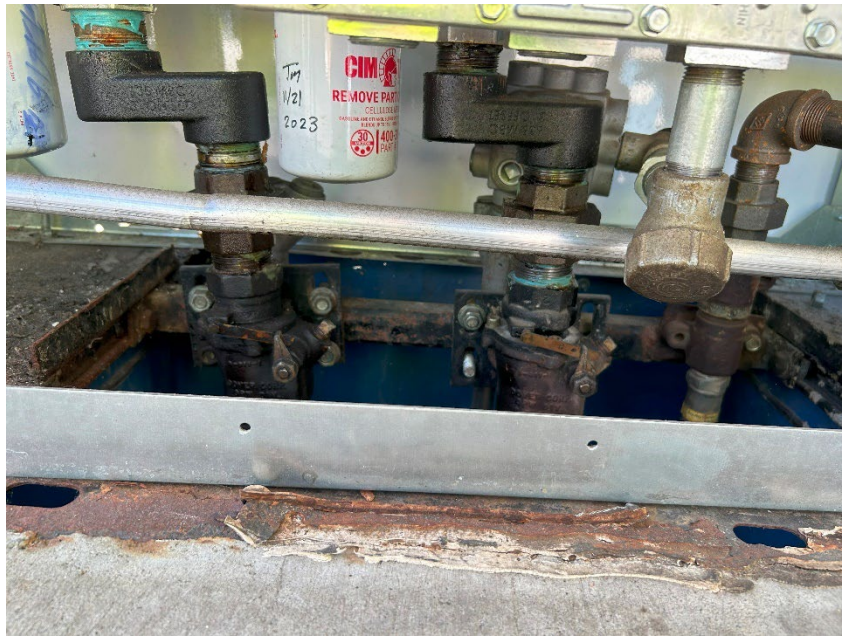
37: UDC – Dispensers 3 & 4



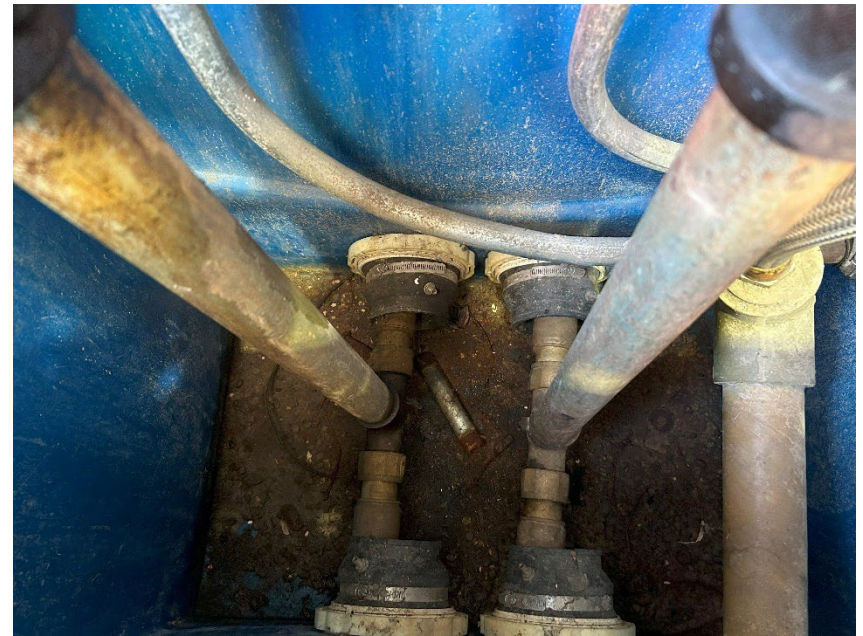
38: Dispenser 1



INSPECTION PHOTOLOG



39: UDC - Dispensers 1 & 2



40: UDC - Dispensers 1 & 2



INSPECTION PHOTOLOG



41: UDC – Dispensers 1 & 2



42: Operating Certificate



INSPECTION PHOTOLOG



43: Operating Certificate

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

Inspector: Alex Spencer Date: 9/24/2024 Time: 10:00 am Facility: 6203

I. Site Information					
Facility Name: <u>Astro 201</u>		Permittee: <u>Ruth Zirkle</u>		Contact: <u>Mike Zirkle</u>	
Site Address: <u>3911 SE Powell Blvd.</u>		Organization: <u>2929, LLC</u>		Phone: <u>503-243-2929</u>	
City: <u>Portland, Oregon 97202</u>		Phone: <u>503 243-2929</u>			
II. Tank Information					
DEQ Permit #	<u>BCJJA (1A)</u>	<u>BCJJB (2B)</u>	<u>BCJJC (3C)</u>		
Estimated Gallons	<u>15,000</u>	<u>10,000</u>	<u>10,000</u>		
Substance	<u>Gasoline</u>	<u>Gasoline</u>	<u>Biodiesel</u>		
Tank Material	<u>Composite steel clad w/fiberglass - double walled</u>				
Tank Install Date	<u>5/6/1994</u>				
Pipe Material	<u>Double walled Flexible Plastic</u>				
Pipe Type	<u>Pressure</u>				
Pipe Install Date	<u>5/6/1994</u>				
Overfill Device	<u>Alarm</u>				
Notes and Comments from the UST database: ☐ Check file before conducting inspection <u>5/21- Stand alone DC404 sensors installed in sumps.</u> <u>(Mod.) Transition into existing sumps. Extended product line to NW & SW dispensers.</u>					
If tanks are manifolded, which tanks:					
III. Operating Certificate			Compliance		
☒ Current ☐ Accurate ☒ Posted for delivery drive to observe			☒ Yes ☐ No		
IV. Operator Training			Compliance		
Class A/B Operator ☒ Yes ☐ No Name: <u>Mike Zirkle</u> Date: <u>8/19/2010</u>			☐ Yes ☐ No		
Class C Operator ☒ Yes ☐ No ☐ Cardlock					
V. Financial Responsibility			Compliance		
Type of coverage: <u>Insurance</u> Begin Date: <u>11/20/2023</u> End Date: <u>11/20/2024</u>					
Coverage amount correct: <u>\$1,000,000</u> Number of tanks covered: <u>3</u>					
Financial responsibility could also be in the form of self insurance, bonds, local government, trust fund, and or guarantee					
VI. Walkthrough Requirements			Compliance		
Spill prevention and release detection equipment checked monthly?			☒ Yes ☐ No		
Tank top sumps checked annually?			☒ Yes ☐ No		

VII. Release Detection

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

Compliance

☐ Yes

☐ No

Date of last testing: 9/11/2024 9/12/2023
9/6/2022

Last three tests available?

☒ Yes

☐ No

b) Piping Release Detection (Check all that apply)

☒ Pressurized Piping

☒ Mechanical Leak Detector (MLLD)

☐ Electronic Leak Detector (ELLD) - check for swiftcheck requirement

Date of last testing: 9/11/2024 9/12/23

Last three tests available?

☒ Yes

☐ No

Number of lines tested: 3

Number of LD tested: 3

Leak detector manufacturer make and model: LD 2000

Tank gauge manufacturer make and model: Veeder Root TLS350

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: N/A

Last two tests available?

☐ Yes

☐ No

Date of last sensor testing: _____

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)

☐ Is 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

Tank release detection records available during inspection

2024

T1: ☒ Jan	☒ Feb	☒ Mar	☒ Apr	☒ May	☒ Jun	☒ Jul	☒ Aug	☒ Sep	☒ Oct	☒ Nov	☒ Dec
T2: ☒ Jan	☒ Feb	☒ Mar	☒ Apr	☒ May	☒ Jun	☒ Jul	☒ Aug	☒ Sep	☒ Oct	☒ Nov	☒ Dec
T3: ☒ Jan	☒ Feb	☒ Mar	☒ Apr	☒ May	☒ Jun	☒ Jul	☒ Aug	☒ Sep	☒ Oct	☒ Nov	☒ Dec
T4: ☐ Jan	☐ Feb	☐ Mar	☐ Apr	☐ May	☐ Jun	☐ Jul	☐ Aug	☐ Sep	☐ Oct	☐ Nov	☐ Dec
T5: ☐ Jan	☐ Feb	☐ Mar	☐ Apr	☐ May	☐ Jun	☐ Jul	☐ Aug	☐ Sep	☐ Oct	☐ Nov	☐ Dec

2023

Inspector: Alex S. Date: 9/24/2024 Time: 10:00 am Facility: 6203

VIII. Spill Prevention

Compliance

☒ Yes ☐ No

Date(s) of testing: 9/11/2024 9/14/2021 Number of spill buckets tested? 3
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: 9/4/2024 9/14/2021
Overfill device pass most recent testing? ☒ Yes ☐ No If no, overfill device replaced? ☐ Yes ☐ No
Overfill method that was tested: ☒ Alarm ☐ Flapper ☐ Ball Float

Overfill 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 ☐ No

Flapper Valve

Testing verified the valve automatically restricts flow at 95% ☐ Yes ☐ No
Visual observation of flapper on day of inspection? ☐ Yes ☐ No

Ball 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: Mike Zirkle

email: Mikez@wscocorp.com

- Healy

- C class training to be emailed

- 2023 walk through emailed

- 8/13 - fuel Alarm - work order

UDC #⁵/6 - liquid in bottom - product/water

Compliance Determination:

☐ No Violations Observed

☐ Observed violations resulting in enforcement

Inspector Signature: _____

Date: _____



State of Oregon
Department of
Environmental
Quality

Program Enforcement No. 2024-FC-9561

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:	09/24/2024	Facility ID#:	6203
Inspector:	Alex Spencer	Facility Name:	Astro 201
DEQ Office:	700 NE Multnomah St, Ste 600 Portland, OR 97232-9535	Facility Address:	3911 SE Powell Blvd. Portland, Oregon 97202
Phone #:	(503) 866-2480	County:	Multnomah

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:	09/26/2024
Facility Representative Present During Inspection:	Mike Zirkle	☐ Permittee ☐ Owner ☒ Other	
Name of Permittee or Owner:	Ruth Zirkle - 2929, LLC		
Mailing Address:	2929 NW 29th Avenue Portland, Oregon 97210-1705		

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: 10/26/2024

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: 09/26/2024

PROGRAM ENFORCEMENT No.: 2024-FC-9561

FACILITY ID: 6203

Page 3 of 3

Violation #1:
***TCR:** ☒ Y ☐ N

Failing to investigate or confirm a suspected release from UDC sump for dispensers #5 & 6.

Corrective Action:

Initiate investigation to confirm suspected release from UDC sump for dispensers #5 & 6 within 5 days. Provide repair and testing report to DEQ within 30 days.

Rule Citation: **OAR 340-150-** 0163(1)

Penalty Amount: \$ 300 .00

Correct Violation by: 10/26/2024

Date Corrected:

Violation #2:
***TCR:** ☐ Y ☐ N

Corrective Action:

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

Penalty Amount: \$.00

Correct Violation by:

Date Corrected:

Violation #3:
***TCR:** ☐ Y ☐ N

Corrective Action:

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

Penalty Amount: \$.00

Correct Violation by:

Date Corrected:

Violation #4:
***TCR:** ☐ Y ☐ N

Corrective Action:

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

Penalty Amount: \$.00

Correct Violation by:

Date Corrected:

Violation #5:
***TCR:** ☐ Y ☐ N

Corrective Action:

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

Penalty Amount: \$.00

Correct Violation by:

Date Corrected:

Violation #6:
***TCR:** ☐ Y ☐ N

Corrective Action:

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

Penalty Amount: \$.00

Correct Violation by:

Date 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: _____

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



Since 1980

SERVICE ORDER

494464

☒ 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
963

JOB SITE

ORDER DATE 09/24/2024

JOB PHONE

WORK ORDERED BY

SOLD TO WSCO PETROLEUM CORP

ADDRESS 2929 NW 29TH AVENUE

CITY PORTLAND STATE OR

JOB NAME WSCO 76 #201

ADDRESS 3911 SE POWELL BLVD 503.236.7628

CITY PORTLAND STATE OR 97202

CUSTOMER P.O. NUMBER MIKE ZIRKLE EMAIL

TECHNICIAN NS

MFG AUTHORIZATION (if necessary)

MODEL SERIAL NUMBER MODEL SERIAL NUMBER

PROBLEM REPORTED: 3" OF LIQUID IN THE BOTTOM OF THE SUMP OF PUMP 5/6. NEED TO CHECK PIPING TO ENSURE NO LEAKS. SITE SAYS THEY CAN SUCK OUT ALL OF THE LIQUID.

MATERIAL USED

QTY.	WH	PART NUMBER	DESCRIPTION	PRICE	AMOUNT

TIME ARRIVED 12:45pm AM PM (circle one)

TIME DEPARTED 2:00pm AM PM (circle one)

Customer Initials

WORK DESCRIPTION: I used a hydrophobic absorbant pad in the fluid in the sump and found some old gas and dsl is in the sump. I pressurized the system and checked the piping, and couldn't find any active leaks. The water could be coming from the UDC penetration boot, but I am unable to find out until the water has been removed. The site will remove the water and monitor.

Work Complete

WARRANTY ☐COMPLETE ☒PENDING ☐

SERVICEMAN	CHARGES	QTY.	RATE	AMOUNT
Nick Soll	STANDARD LABOR			
TUBAR Key Returned N/A	OVERTIME LABOR			
DATE COMPLETED 9-24-24	TRAVEL TIME			
TERMS:	MILEAGE			
PRINT CUSTOMER NAME	TOTAL MATERIAL			
CUSTOMER AUTHORIZED SIGNATURE	MISC. MATERIAL			
	LAP TOP FEE			
	SUB TOTAL			
	SALES TAX			
	TOTAL AMOUNT DUE			



Since 1990

SERVICE ORDER

- ☒ 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

494648

ACCOUNT NUMBER
963

JOB SITE	
ORDER DATE 09/27/2024	JOB PHONE
WORK ORDERED BY	
JOB NAME WSCO 76 #201	
ADDRESS 3911 SE POWELL BLVD 503.236.7628	
CITY PORTLAND	STATE OR 97202

SOLD TO WSCO PETROLEUM CORP

ADDRESS 2929 NW 29TH AVENUE

CITY PORTLAND STATE OR

CUSTOMER P.O. NUMBER MIKE TECHNICIAN CW MFG AUTHORIZATION (if necessary)

MODEL SERIAL NUMBER MODEL SERIAL NUMBER

PROBLEM REPORTED: NO TRIP CHARGE LIQUID WAS IN THE BOTTOM OF SUMP OF FP #5/6. CHECK PIPING TO ENSURE NO LEAKS.

MATERIAL USED

QTY.	WH	PART NUMBER	DESCRIPTION	PRICE	AMOUNT

TIME ARRIVED 9:15 AM PM (circle one) TIME DEPARTED 9:45 AM PM (circle one) Customer Initials *PC*

WORK DESCRIPTION: Found very little of liquid in the sump. Found 2 small trace's of leaks coming from the Shear valve arm and a part of the product line. All above shear valve. Need to return with New shear valve upper and gasket to replace it as well as take apart product piping to Be re-done.
PENDING

WARRANTY ☐ COMPLETE ☐ PENDING ☒

SERVICEMAN	CHARGES	QTY.	RATE	AMOUNT
Curtis Weisberg N/A	STANDARD LABOR			
	OVERTIME LABOR			
	TRAVEL TIME			
DATE COMPLETED 9/27/2024	MILEAGE			
TERMS: PRINT CUSTOMER NAME David Woleg CUSTOMER AUTHORIZED SIGNATURE <i>[Signature]</i>	TOTAL MATERIAL			
	MISC. MATERIAL			
	LAP TOP FEE			
	SUB TOTAL			
SALES TAX				
TOTAL AMOUNT DUE				



Since 1988

SERVICE ORDER

☒ 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

494648

ACCOUNT NUMBER
963

JOB SITE	
ORDER DATE 09/27/2024	JOB PHONE
WORK ORDERED BY	

SOLD TO WSCO PETROLEUM CORP		JOB NAME WSCO 76 #201	
ADDRESS 2929 NW 29TH AVENUE		ADDRESS 3911 SE POWELL BLVD 503.236.7628	
CITY PORTLAND	STATE OR	CITY PORTLAND	STATE OR 97202

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

PROBLEM REPORTED: NO TRIP CHARGE LIQUID WAS IN THE BOTTOM OF SUMP OF FP #5/6. CHECK PIPING TO ENSURE NO LEAKS. 09/27 TECH CW: FOUND VERY LITTLE LIQUID IN THE SUMP. FOUND 2 SMALL TRACES OF LEAKS COMING FROM THE SHEAR VALVE ARM AND A PART OF THE PRODUCT LINE. ALL ABOVE SHEAR VALVE. NEED TO RETURN WITH NEW SHEAR VALVE UPPER AND GASKET TO REPLACE IT AS WELL AS TAKE ADAPT PRODUCT PIPING TO BE DONE. SENDING 09/27/24

MATERIAL USED

QTY.	WH	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
1	1	OPW10FTP-5701	Upper shear valve and gasket		

TIME ARRIVED 11:00 AM PM (circle one)	TIME DEPARTED 12:30 AM PM (circle one)	Customer Initials
---------------------------------------	--	-------------------

WORK DESCRIPTION: Turned off breaker for DSL STP. Pulled product piping and upper shear valve. Re-did all leaking pipe threads and replaced upper shear valve w/ gasket with new. After getting piping all back together and secured. Turned back on DSL STP. Pump test showed no leaks. Removed roughly 1g of product from below dispenser. All functions now normal. Advise site to check on it. Completed

WARRANTY ☐COMPLETE ☒PENDING ☐

CHARGES

QTY.

RATE

AMOUNT

SERVICEMAN Curtis Weisberg

N/A

STANDARD LABOR

OVERTIME LABOR

TRAVEL TIME

MILEAGE

TOTAL MATERIAL

MISC. MATERIAL

LAP TOP FEE

SUB TOTAL

SALES TAX

TOTAL AMOUNT DUE

DATE COMPLETED 10/4/2024

TERMS:

PRINT CUSTOMER NAME

CUSTOMER AUTHORIZED SIGNATURE



Since 1960

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

www.mascotttec.com

5000
01-0201-7640-00

INVOICE

Number	612108
Date	09/25/2024
Page	1

Bill-to Account #: 963
WSCO PETROLEUM CORP
2929 NW 29TH AVENUE
PORTLAND, OR 97210-1705

Ship-to #: 201
WSCO 76 #201
3911 SE POWELL BLVD
503.236.7628
PORTLAND, OR 97202

Reference #	Shipped	Salesperson	Terms	Tax Code	Doc #	Wh	Freight	Ship Via
MIKE ZIRKLE EMAIL	09/25/2024	E HOWELLS	NET 10 DAYS	OREGON	494464	01	BILL	SERVICE

Item	Description	Ordered	Shipped	Backordrd	UM	Price	UM	Extension
LABOR-PD	LABOR, (On-Site/Shop Service)	1.25	1.25	.00	EA	100.00	EA	125.00
TRIP CHARGE-PD20	LABOR, TRAVEL 0-20 MILEAGE	1	1	0	EA	100.00	EA	100.00
FUEL SURCHARGE-PD20	FUEL SURCHARGE	1	1	0	EA	.00	EA	.00
SHOP-PD	Miscellaneous Materials Used	1	1	0	EA	19.73	EA	19.73
09/24 TECH NS: USED A HYDROPHOBIC ABSORBANT PAD IN THE FLUID IN THE SUMP AND SOME OLD GAS AND DSL IS IN THE SUMP. PRESSURIZED THE SYSTEM AND CHECKED PIPING, AND COULDN'T FIND ANY ACTIVE LEAKS THE WATER COULD BE COMING FROM FROM THE UDC PENETRATION BOOT, BUT AM CURRENTLY UNABLE TO FIND OUT UNTIL SITE HAS SUCKED OUT ALL OF THE WATER. THE SITE WILL SUCK OUT THE WATER AND MONITOR. WORK COMPLETE. 09/24 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

Merchandise	Misc	Discount	CAT Tax	Freight	Total Due
244.73	.00		1.10	.00	245.83

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



01-612108



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.

From: [Mike Zirkle](#)
To: [LITKE Emily * DEQ](#); [UST Duty Officer * DEQ](#)
Cc: [FOSS Diana * DEQ](#)
Subject: RE: DEQ UST Inspection Determination: Astro 201 #6203
Date: Friday, October 4, 2024 12:56:50 PM
Attachments: [image002.png](#)
[image003.png](#)
[201_20241004_123307.pdf](#)

Hello Emily and others, attached is a copy of the tech notes on the repairs to pump 5/6. The shear valve was replaced and all piping retightened. Pressure tested with no visible leaks found, the tech also removed the remaining liquid from the bottom of the sump.

We will check the pump after a few days to see if there is any more drips.

At this time I think all repairs are complete.

I'll submit the violation paperwork next week.

Thanks
Mike

From: LITKE Emily * DEQ <Emily.Litke@deq.oregon.gov>
Sent: Friday, October 4, 2024 8:42 AM
To: Mike Zirkle <mikez@wscocorp.com>; UST Duty Officer * DEQ <UST.DutyOfficer@DEQ.oregon.gov>
Cc: FOSS Diana * DEQ <Diana.FOSS@deq.oregon.gov>
Subject: RE: DEQ UST Inspection Determination: Astro 201 #6203

Thank you for addressing the leak and sending the work orders. Let me know when Mascot is scheduled to return with the additional parts and will review the follow up work order. I appreciate the prompt response.

And as a reminder, the deadline for the payment of the \$300 fine is 10/26/24.

Please reach out with any questions or concerns.



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@deq.oregon.gov

From: Mike Zirkle <mikez@wscocorp.com>
Sent: Friday, September 27, 2024 9:58 AM
To: UST Duty Officer * DEQ <UST.DutyOfficer@DEQ.oregon.gov>
Cc: LITKE Emily * DEQ <Emily.Litke@deq.oregon.gov>; FOSS Diana * DEQ <Diana.FOSS@deq.oregon.gov>
Subject: RE: DEQ UST Inspection Determination: Astro 201 #6203

Hello DEQ,
Mascott returned today to look over the piping again and did find some drips off the sheer valve. They will return with parts and ensure all is tight and not leaking.
I've attached the workorder for your review as well.

Thanks
Mike

From: UST Duty Officer * DEQ <UST.DutyOfficer@DEQ.oregon.gov>
Sent: Thursday, September 26, 2024 3:51 PM
To: Mike Zirkle <mikez@wscocorp.com>
Cc: LITKE Emily * DEQ <Emily.Litke@deq.oregon.gov>; FOSS Diana * DEQ <Diana.FOSS@deq.oregon.gov>
Subject: DEQ UST Inspection Determination: Astro 201 #6203

Hello Mike,

Thank you for meeting with DEQ onsite September 24, 2024, to inspect the underground storage tanks at 3911 SE Powell Blvd Portland, OR 97202.

Since DEQ observed a release of product in the UDC for dispensers #5 and #6 (standing product in bottom of UDC) at 3911 SE Powell Blvd Portland, OR 97202. DEQ must issue a field citation, per enforcement guidance. Please see the attached citation.

This field citation will help DEQ keep track of the necessary repairs and testing required due to the observed release. The field citation states Astro 201 has **30 days** to perform or schedule the repairs and necessary repair testing. Thank you for providing the work order from Mascott initiating the investigation into the release. Please follow up with DEQ within 30 days to report on any findings regarding the liquid found in the UDC for dispensers #5 & #6.

If you require more time, please let the DEQ UST Duty Officer know (see contact below).

Please contact the UST Duty Officer at 503-229-5034 or ust.dutyofficer@deq.oregon.gov for the investigation and testing and be sure to email the UST duty officer when sending over the final documentation.

CORRECTIVE ACTIONS:

- 1. Initiate investigation to confirm suspected release into UDC for dispensers # 5 & #6 within 5 days. Provide repair and testing report to DEQ within 30 days.**

Regards,



Alex Spencer

UST Compliance Inspector

DEQ UST Program

700 NE Multnomah St, Suite 600 | Portland, OR 97232

Alex.Spencer@deq.oregon.gov

(503)866-2480

**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 #
271090	300.00	ASTRO 201	2024-FC-9561
WECO PETROLEUM CORP		UST FIELD VIOLATION	FC-9561
25516	1,500.00	PAULS SERVICE STATION LLC	2024-FC-9588
		UST FIELD VIOLATION	FC-9588
	1,800.00	TOTAL	



Oregon Department of Environmental Quality

DataBase Connection: PROD

Program Enforcement Maintenance



Program Enforcement | Violations List (1) | Corrective Actions (0) | Link Actions

File # 6203 [Create PEN](#) [Create OCE Enforcement](#)

Name ASTRO 201

Location 3911 SE POWELL BLVD / PORTLAND / MULTNOMAH

Permit UST General Permit.26-6203-2024-OPER.Active

Recipient Information: [Show Recipient Selection](#)

Name / Title Zirke, Mike / Property Administrator

Address 2929 NW 29th Ave / Portland / OR / 97210-1705

Phone / Fax / Email // mikez@wscocorp.com

[Edit](#) [Delete](#)

Program Enforcement Number 2024-FC-9561

Regulatory Program Underground Storage Tanks

Staff Assigned Alex Spencer

Enforcement Type Field Citation

Enforcement Action Issued Date 09/26/2024 [Show Calendar](#)

Response Received Date [Show Calendar](#)

Payment Due Date 10/26/2024 [Show Calendar](#)

Payment Received Date 10/23/2024 [Show Calendar](#)

Penalty Amount \$300.00

PEN Referral Date [Show Calendar](#)

Closed Date [Show Calendar](#)

Withdrawn Date [Show Calendar](#)

Link To Complaint

Comments PAID BY WECO PETROLEUM CORP; PAID ON 10/23/24; CK # 271090; CK AMT 300.00. XIAN

[Edit](#) [Delete](#)

Create By 09/26/2024 01:31:25 Alex Spencer

Last Update By 10/23/2024 12:39:25 Christian Hector

Record ID 9561 [Create PEN](#) [Create OCE Enforcement](#)

Related Items

[View Selected](#)

	ID	Name/Reference	Date
Select	SV: 22167	Full Compliance Inspection (FCI)	09/24/2024
Select	PE: 9561	Field Citation	09/26/2024
Select	SV Vio: 20535	(L) Spills and Releases Div 150 - TCR	09/24/2024

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](#)



State of Oregon
Department of
Environmental
Quality

Program Enforcement No. 2024-FC-9561

**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:	09/24/2024	Facility ID#:	6203
Inspector:	Alex Spencer	Facility Name:	Astro 201
DEQ Office:	700 NE Multnomah St, Ste 600 Portland, OR 97232-9535	Facility Address:	3911 SE Powell Blvd. Portland, Oregon 97202
Phone #:	(503) 866-2480	County:	Multnomah

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:	09/26/2024
Facility Representative Present During Inspection:	Mike Zirkle	☐ Permittee ☐ Owner ☒ Other	
Name of Permittee or Owner:	Ruth Zirkle - 2929, LLC		
Mailing Address:	2929 NW 29th Avenue Portland, Oregon 97210-1705		

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: 10/26/2024

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>Mike Zirkle</u>	Owner / ☒ Permittee
Signature: <u>[Signature]</u>	Date: <u>10/11/24</u>

Important

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