



Oregon

Tina Kotek, Governor

Department of Environmental Quality
Western Region Eugene Office
165 East 7th Avenue, Suite 100
Eugene, OR 97401
(541) 686-7838
FAX (541) 686-7551
TTY 711

July 2, 2025

Lutfi Thabet
Thabet Management Inc.
1700 Valley River Dr. STE400
Eugene, OR 97401

RE: UST Compliance Inspection
DEQ UST #9361, 9410, 8184, 959
Buy 2 Facilities – TM006, Buy2 20, Buy2 003,
Buy2 022
614 John Long Rd.
Oakland, OR 97462

To Mr. Thabet,

Please read this entire notice and contact the DEQ inspector if you have questions about the upcoming inspection.

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.

The compliance inspection for these facilities is scheduled for July 15, 2025 starting at approximately 0800 am at the Rice Hill station.

You must contact the inspector at least two (2) weeks prior to the date above to reschedule if you are unavailable at the stated time. Failure to reschedule within this timeframe may result in enforcement actions if equipment or records are not made available.

The inspection will require **uninterrupted participation** and attendance by you or a knowledgeable assistant. You should expect that you won't be able to attend to customers or vendors and should staff accordingly. 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 lift lids. **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.

The DEQ requests the following documentation be prepared and available on-site during the inspection

- Line and leak detector testing results (most recent (3) years)
- Monthly tank leak detection records (12 months),
- Annual tank gauge / release detection equipment certification (most recent 3 years)
- Spill prevention testing records (past (2) tests)
- Overfill Prevention Equipment testing (past (2) tests)
- Cathodic protection testing (if applicable | past (2) tests)
- Tank lining records (if applicable)
- Monthly walkthroughs (12 months)
- Annual walkthroughs (most recent (3) years)
- Class A, B, and C training documentation.
- Financial responsibility mechanism.

Any documents not available prior to or on-site during the inspection may result in a violation. Documents submitted after the inspection will only be evaluated as a corrective action and does not alter pursuit of enforcement action per guidance. Ie. Fines are not removed if documents are submitted AFTER the inspection.

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 and significant compliance deficiencies, will go through a longer and more formal process through the Office of Compliance and Enforcement and can potentially lead to larger penalties.

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.

Thank you for your cooperation. I can be reached at 541-215-2368 or dylan.eckert@deq.oregon.gov to answer any questions you may have and assist you in the preparation for your inspection.

Sincerely,

Dylan Eckert

Dylan Eckert
Natural Resource Specialist - Inspector
Underground Storage Tanks Program

Submitted By: dylan.eckert_deq

Submitted Time: July 15, 2025 9:09 AM

Creation Time: September 10, 2025 12:29 PM

Date

July 15, 2025

Time

07:45

UST Facility ID

9,361

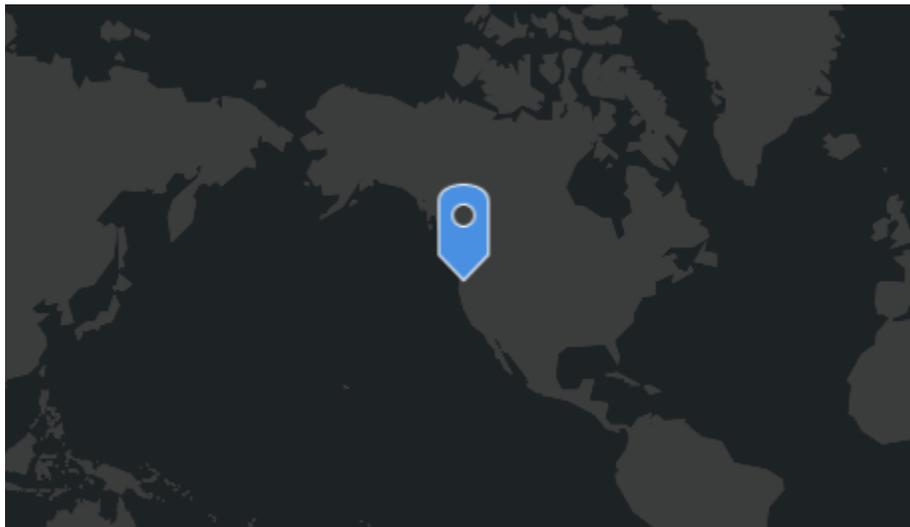
Inspector

Eckert

Type of Inspection

Full Compliance

Location



Photograph



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

Inspector: DEK Date: 15 Jul 2025 Time: 8 Facility: 9361

I. Site Information		
Facility Name: <u>TM 006</u>	Permittee: <u>Bug 2</u>	Contact
Site Address: <u>614 John Long Rd</u>	Organization: <u>Bug 2</u>	Phone
City: <u>Oakland</u>	Phone:	

II. Tank Information			
DEQ Permit #	<u>BDBFB</u>	<u>BDBFL</u>	<u>BDBFD</u>
Estimated Gallons	<u>12k</u>	<u>6k</u>	<u>5k</u>
Substance	<u>F</u>	<u>F</u>	<u>D</u>
Tank Material	<u>DW FRP</u>	<u>O/C</u>	
Tank Install Date	<u>'94</u>		
Pipe Material	<u>DW Flex = environ</u>		
Pipe Type	<u>Pressure</u>		
Pipe Install Date			
Overfill Device	<u>HLA</u>		

Notes and Comments from the UST database: Check file before conducting inspection

No audible hard
busted

If tanks are manifolded, which tanks:

III. Operating Certificate	Compliance	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Current	<input checked="" type="checkbox"/> Accurate	<input type="checkbox"/> Posted for delivery drive to observe	

IV. Operator Training	Compliance	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Class A/B Operator	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Name: <u>Alex - Snow</u>	Date:
Class C Operator	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Cardlock	

V. Financial Responsibility	Compliance	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Type of coverage: _____ Begin Date: _____ End Date: _____
 Coverage amount correct: _____

Financial responsibility could also be in the form of self insurance, bonds, local government, trust fund, and or guarantee

VI. Walkthrough Requirements	Compliance	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Spill prevention and release detection equipment checked monthly?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Stank top sumps checked annually?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

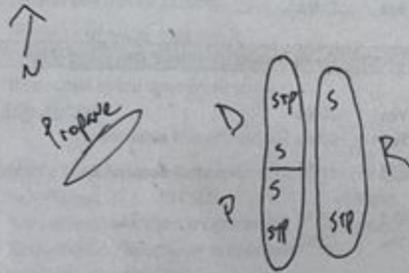
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to sump. Check to ensure MLLDs are on turbine manifold. If manifolded tanks check to ensure siphon line is not in contact with soil. Check sump for product

- Under dispenser containment (UDC): If UDC is not present make sure metal flex lines are not in contact with soil. If interstitial monitoring of piping check UDC for water intrusion and placement of sensors. Check any satellite lines to ensure proper placement of solenoid valves. Check UDC for product
- Spill buckets: Check for holes, also observe any wear and tear. Verify spill buckets are dry and free of debris
- If overflow alarm: Verify alarm can be seen or heard at the point of delivery
- If flapper: Check drop tube for obstructions
- If ball float: Verify ball float and cage are present. Ensure ball moves freely.
- If impressed current from a galvanic system: Verify that rectifier is operational

XI. General notes from inspection

Representative onsite: _____ email: _____

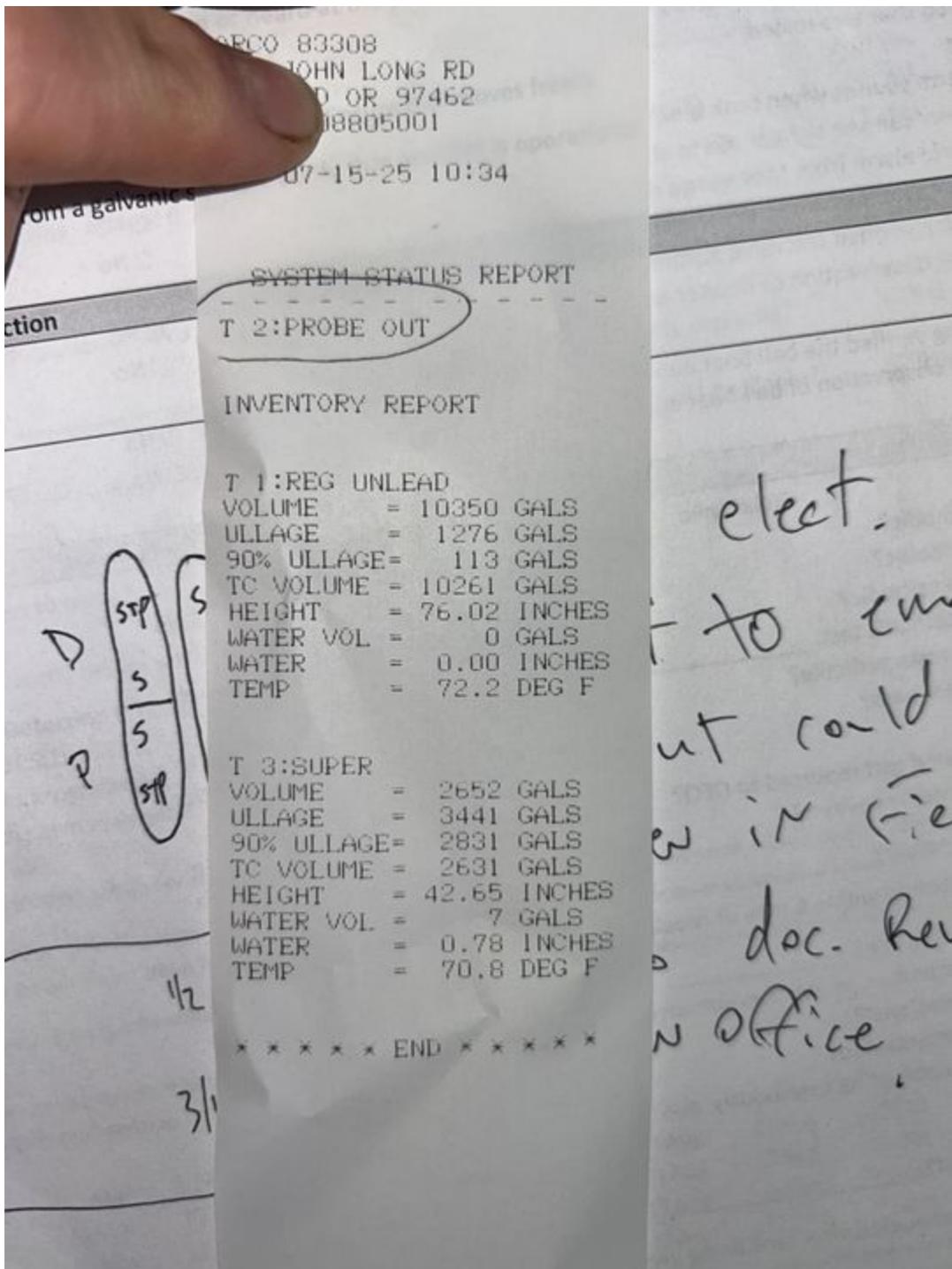


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...ing check UDC for...
 ...te lines to ensure proper...
 ...ts: Check for hc
 ...alarm: Verify ala
 ...: Check drop tub
 ...float: Verify ball floa
 ...pressed current from

IN-TANK SETUP

T 1: REG UNLEAD
 PRODUCT CODE : 1
 THERMAL COEFF : .000700
 TANK DIAMETER : 92.00
 TANK PROFILE : 4 PTS
 FULL VOL : 11626
 69.0 INCH VOL : 9437
 46.0 INCH VOL : 5785
 23.0 INCH VOL : 2205

notes from inspection

ntative onsite: _____

FLOAT SIZE: 4.0 IN. 8496

WATER WARNING : 2.0
 HIGH WATER LIMIT: 3.0

MAX OR LABEL VOL: 15412
 OVERFILL LIMIT : 90%
 : 13870
 HIGH PRODUCT : 95%
 : 14641
 DELIVERY LIMIT : 26%
 : 3082

LOW PRODUCT : 1000
 LEAK ALARM LIMIT: 10
 SUDDEN LOSS LIMIT: 50
 TANK TILT : 0.00

MANIFOLDED TANKS
 T#: NONE

LEAK MIN PERIODIC: 15%
 : 1743

LEAK MIN ANNUAL : 15%
 : 1743

PERIODIC TEST TYPE
 STANDARD

ANNUAL TEST FAIL
 ALARM DISABLED

PERIODIC TEST FAIL
 ALARM DISABLED

GROSS TEST FAIL
 ALARM DISABLED

ANN TEST AVERAGING: OFF
 PER TEST AVERAGING: OFF

TANK TEST NOTIFY: OFF
 TNK TST SIPHON BREAK: OFF

...ure metal flex lines are not in contact with so
 ...l placement of sensors.
 ...lves. Check UDC for product
 ...fy spill buckets are dry and free of debris
 ...elivery
 ...s freely.
 ...operational

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7/4 1/2
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top tube

ify ball floa

current from :

s from inspection

onsite: _____

le

T 2:DIESEL

PRODUCT CODE : 2

THERMAL COEFF : .000450

TANK DIAMETER : 92.00

TANK PROFILE : 4 PTS

FULL VOL : 5382

69.0 INCH VOL : 4330

46.0 INCH VOL : 2685

23.0 INCH VOL : 1005

MAX OR LABEL VOL : 5382

OVERFILL LIMIT : 90%

4843

HIGH PRODUCT : 95%

5112

DELIVERY LIMIT : 22%

1216

LOW PRODUCT : 341

LEAK ALARM LIMIT : 10

SUDDEN LOSS LIMIT : 50

TANK TILT : 0.45

MANIFOLDED TANKS

T#: NONE

LEAK MIN PERIODIC : 15%

807

LEAK MIN ANNUAL : 15%

807

ANNUAL TEST FAIL

ALARM DISABLED

PERIODIC TEST FAIL

ALARM DISABLED

GROSS TEST FAIL

ALARM DISABLED

ANN TEST AVERAGING : OFF

PER TEST AVERAGING : OFF

TANK TEST NOTIFY : OFF

TNK TST SIPHON BREAK:OFF

DELIVERY DELAY : 3 MIN

Delivery

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drop tube for obstructions
 Verify ball float and cage are present. Float moves freely.
 and current from T 3: SUPER is operational

Notes from inspection

Representative onsite:

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N
Profile

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7/4
9/6

State

PRODUCT CODE : 3
 THERMAL COEFF : 000700
 TANK DIAMETER : 95.00
 TANK PROFILE : 1 PT
 FULL VOL : 6093

FLOAT SIZE: 4.0 IN. 8496

WATER WARNING : 2.0
 HIGH WATER LIMIT: 3.0

MAX OR LABEL VOL: 6093
 OVERFILL LIMIT : 90%
 HIGH PRODUCT : 5483
 : 95%
 DELIVERY LIMIT : 5788
 : 20%
 : 1218

LOW PRODUCT : 342
 LEAK ALARM LIMIT: 10
 SUDDEN LOSS LIMIT: 50
 TANK TILT : 0.75

MANIFOLDED TANKS
 T#: NONE

LEAK MIN PERIODIC: 15%
 : 913

LEAK MIN ANNUAL : 15%
 : 913

PERIODIC TEST TYPE
 STANDARD

ANNUAL TEST FAIL
 ALARM DISABLED

PERIODIC TEST FAIL
 ALARM DISABLED

GROSS TEST FAIL
 ALARM DISABLED

ANN TEST AVERAGING: OFF
 PER TEST AVERAGING: OFF

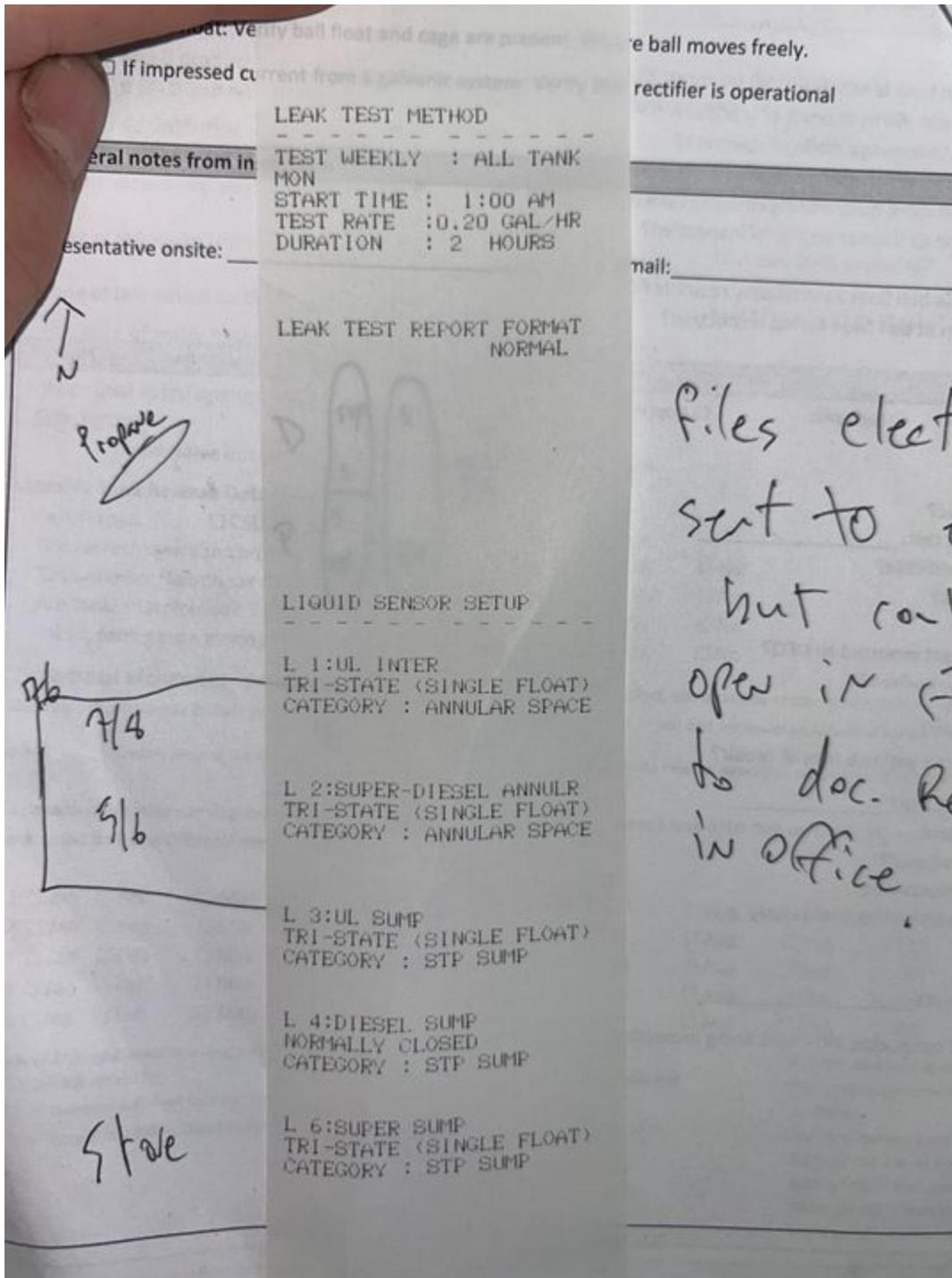
TANK TEST NOTIFY: OFF

TNK TST SIPHON BREAK: OFF

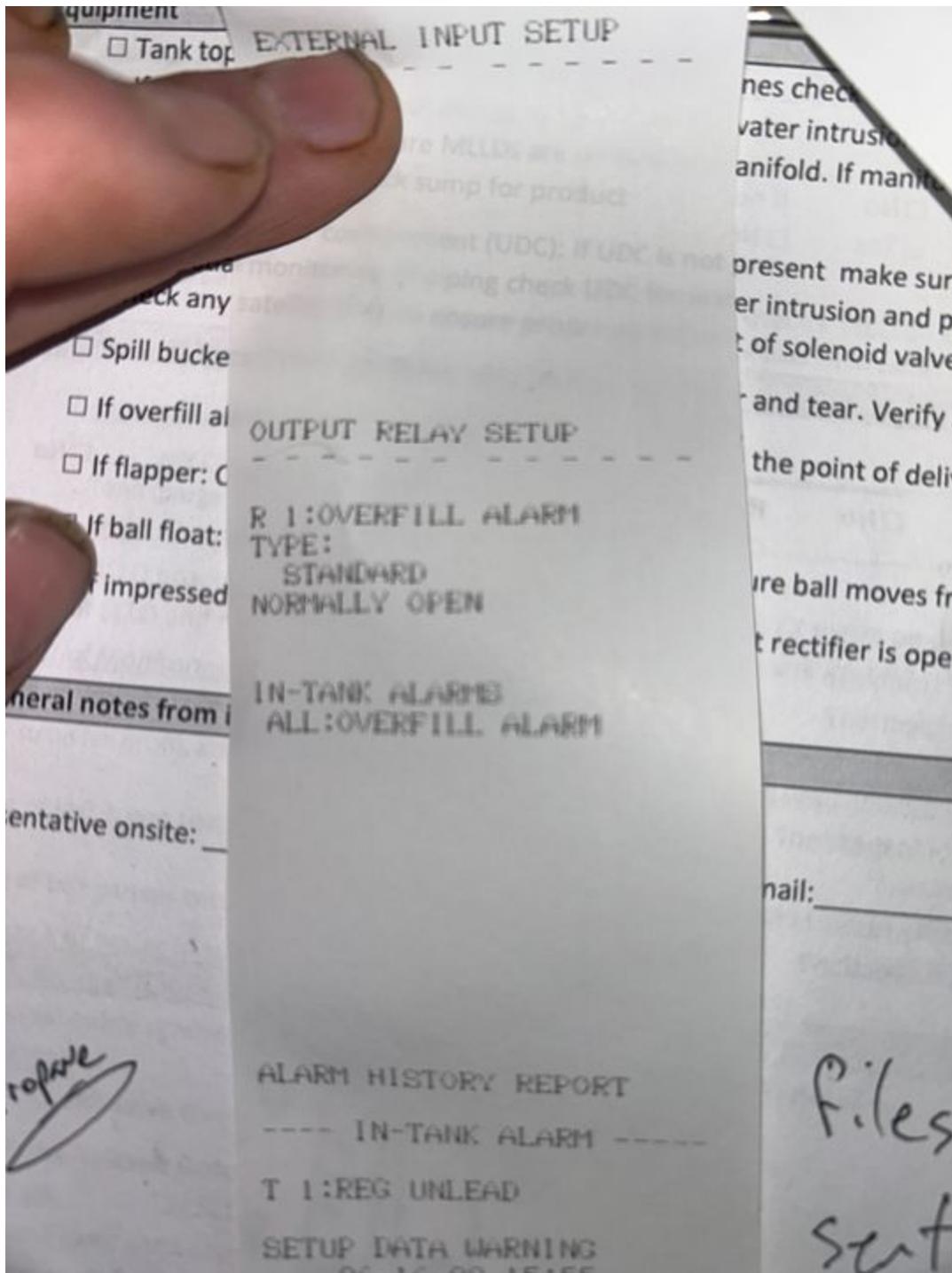
DELIVERY DELAY : 3 MIN

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ALARM HISTORY REPORT

----- IN-TANK ALARM -----

T 1: REG UNLEAD

SETUP DATA WARNING
06-16-98 15:55

LEAK ALARM
08-26-24 2:30
05-19-20 8:59
05-18-20 15:49

HIGH WATER ALARM
06-18-25 12:43
06-20-24 12:46
06-13-23 11:52

OVERFILL ALARM
07-14-25 22:40
06-18-25 12:44
03-09-25 14:09

LOW PRODUCT ALARM
07-10-24 17:10
05-20-24 17:06
04-14-24 12:54

SUDDEN LOSS ALARM
05-19-20 9:59
05-18-20 15:23
02-20-20 15:47

HIGH PRODUCT ALARM
06-18-25 12:46
06-20-24 12:43
06-13-23 11:49

INVALID FUEL LEVEL
06-18-23 14:02
06-13-23 11:48
08-25-21 13:57

PROBE OUT
06-18-25 12:54
06-18-25 12:39
06-13-23 12:02

HIGH WATER WARNING
06-18-25 12:43
06-20-24 12:46
06-13-23 11:52

DELIVERY NEEDED
07-14-25 14:38
07-06-25 16:30
06-28-25 14:25

MAX PRODUCT ALARM
06-18-25 12:46
06-20-24 12:43
06-13-23 11:49

Propane

D

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have

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but could not
review in field.
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ALARM HISTORY REPORT

----- IN-TANK ALARM -----

T 2:DIESEL

LEAK ALARM
 05-19-20 17:29
 05-18-20 16:19

HIGH WATER ALARM
 06-18-25 12:49
 06-20-24 12:46
 06-13-23 11:58

OVERFILL ALARM
 06-18-25 12:40
 11-01-15 9:45
 10-24-15 8:43

LOW PRODUCT ALARM
 06-18-25 12:38
 03-15-23 11:18
 02-19-16 11:32

SUDDEN LOSS ALARM
 05-18-20 20:48

HIGH PRODUCT ALARM
 06-18-25 12:46
 06-20-24 12:43
 06-13-23 11:54

INVALID FUEL LEVEL
 06-18-25 12:56
 06-18-25 12:39
 06-13-23 11:55

PROBE OUT
 07-13-25 10:27
 06-18-25 12:54
 06-18-25 12:39

HIGH WATER WARNING
 06-18-25 12:49
 06-20-24 12:46
 06-13-23 11:58

DELIVERY NEEDED
 06-27-25 15:19
 06-18-25 12:38
 06-04-25 9:39

MAX PRODUCT ALARM
 06-18-25 12:46
 06-20-24 12:43
 06-13-23 11:55

LOW TEMP WARNING
 10-24-15 10:38
 10-24-15 10:20
 10-24-15 4:33

Propane

Ab

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Store

email: _____

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 but could
 open in field.
 to doc. review
 in office.

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ALARM HISTORY REPORT

----- IN-TANK ALARM -----

T 3: SUPER

LEAK ALARM
 05-19-20 12:29
 05-18-20 15:49

HIGH WATER ALARM
 06-18-25 12:43
 06-20-24 12:46
 06-13-23 11:54

OVERFILL ALARM
 06-18-25 12:47
 10-15-15 13:09
 10-15-15 12:47

LOW PRODUCT ALARM
 06-13-23 12:07
 06-13-23 11:49
 09-05-21 12:51

SUDDEN LOSS ALARM
 05-19-20 15:40
 05-18-20 17:11

HIGH PRODUCT ALARM
 06-18-25 12:46
 06-20-24 12:43
 06-13-23 11:50

INVALID FUEL LEVEL
 06-13-23 12:07
 09-05-21 14:56
 07-05-21 14:52

PROBE OUT
 06-18-25 12:53
 06-18-25 12:38
 06-13-23 12:00

HIGH WATER WARNING
 06-18-25 12:43
 06-20-24 12:46
 06-13-23 11:54

DELIVERY NEEDED
 05-12-25 17:40
 01-28-25 9:47
 10-13-24 22:04

MAX PRODUCT ALARM
 06-18-25 12:46
 06-20-24 12:43
 06-13-23 11:50

LOW TEMP WARNING
 10-15-15 12:14
 10-15-15 11:17
 10-15-15 10:39

Propane

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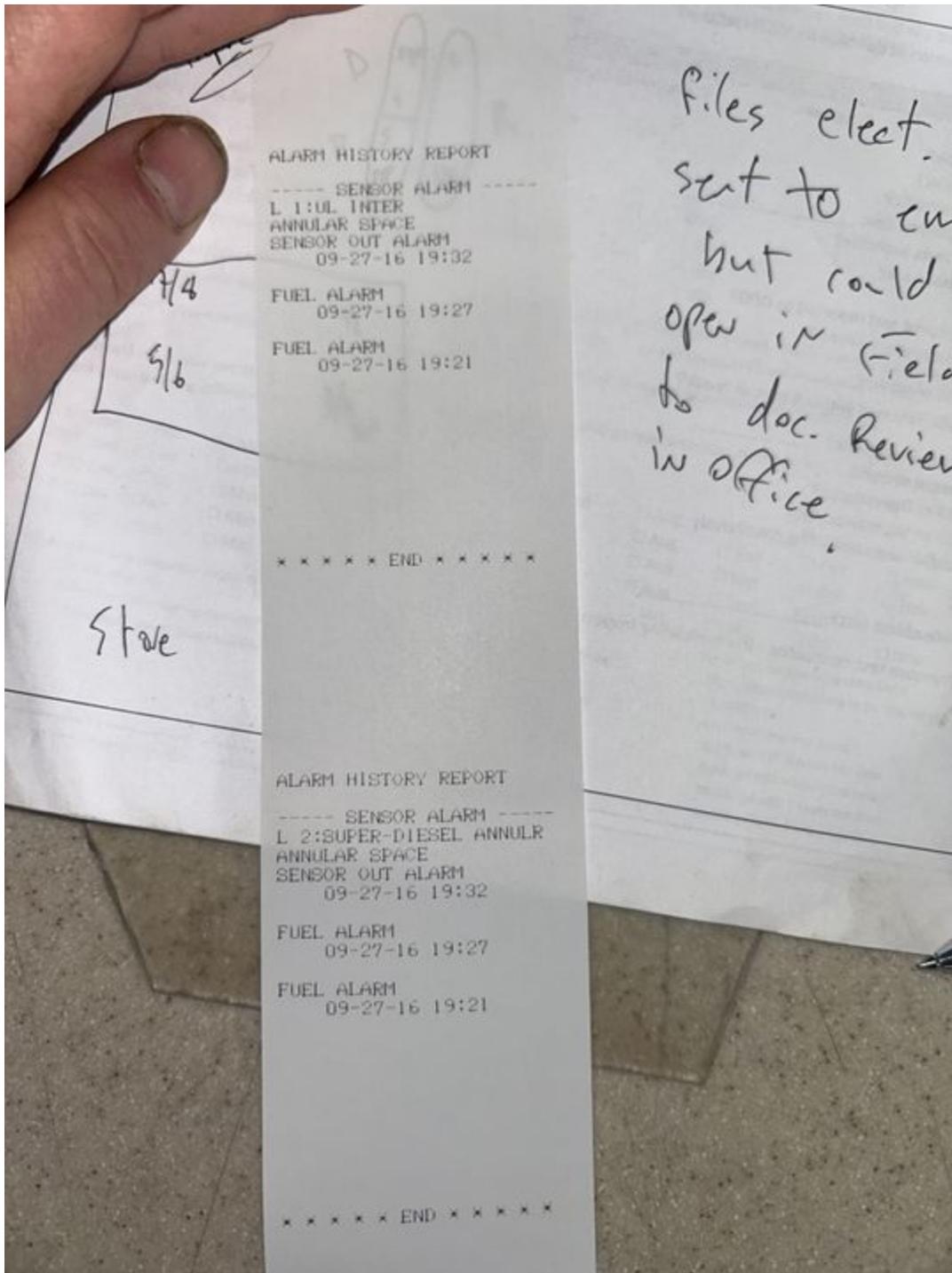
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Store

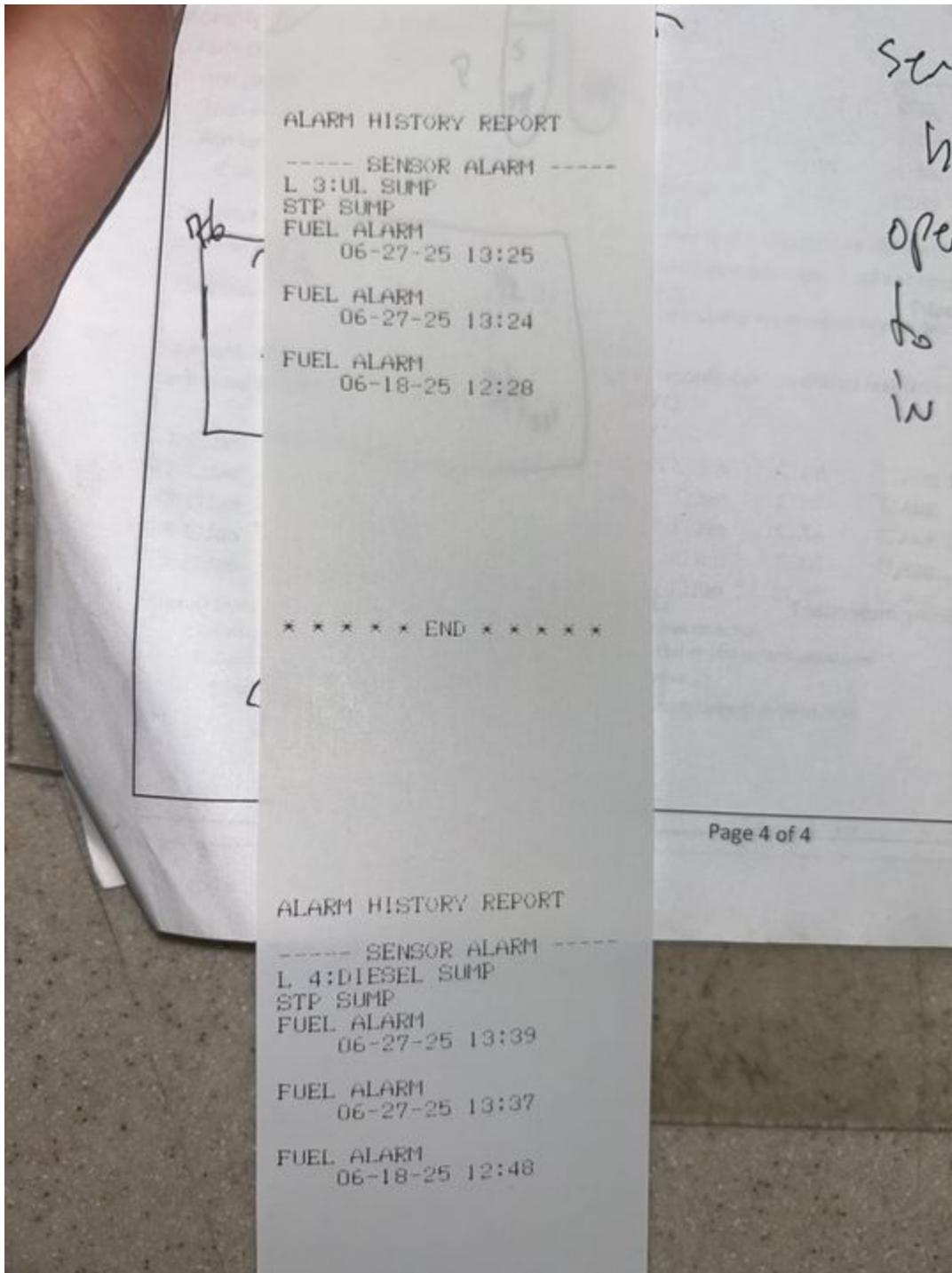
Files elect. sent to com but could open in field to doc. Review in office.

email: _____

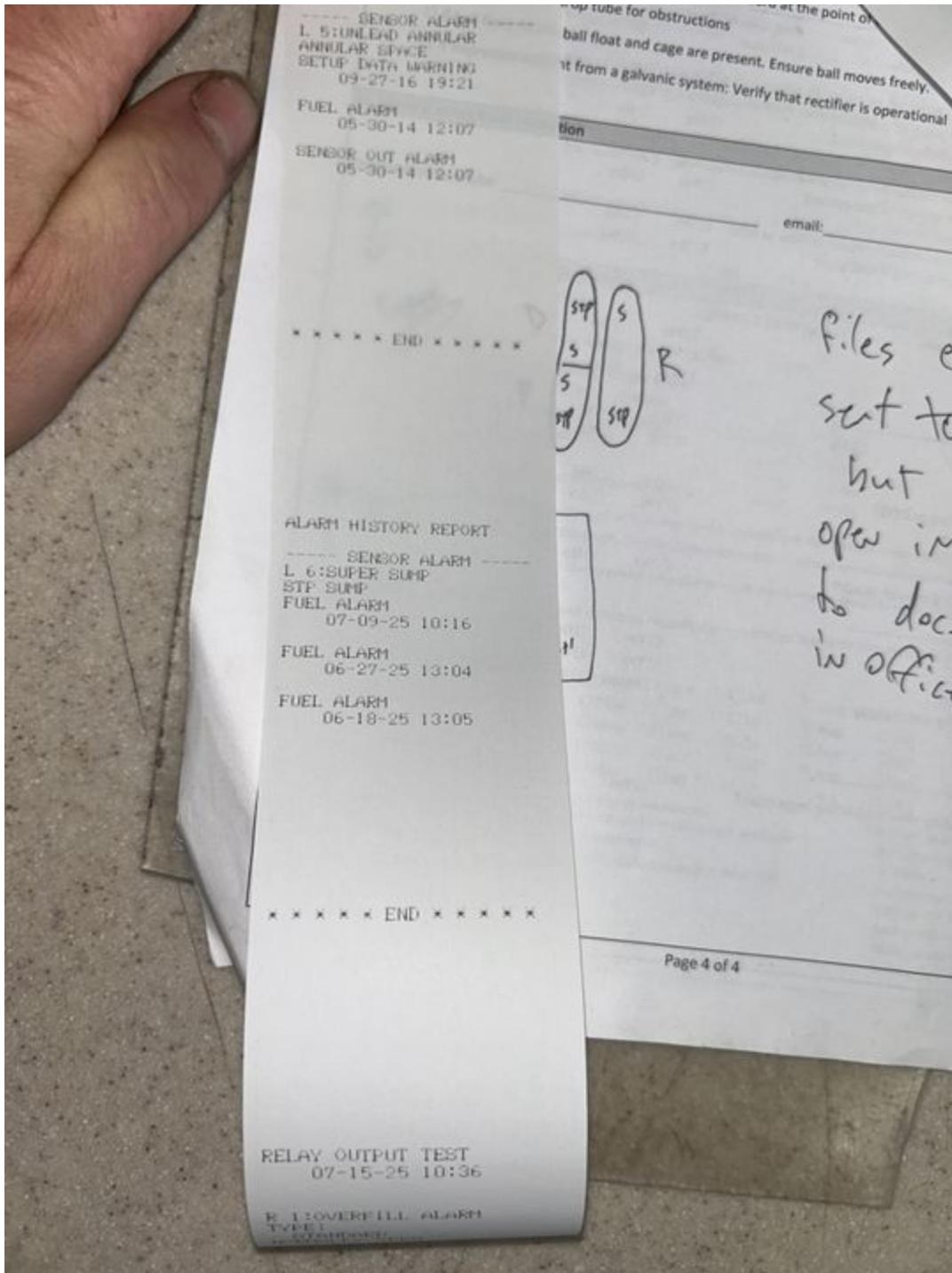
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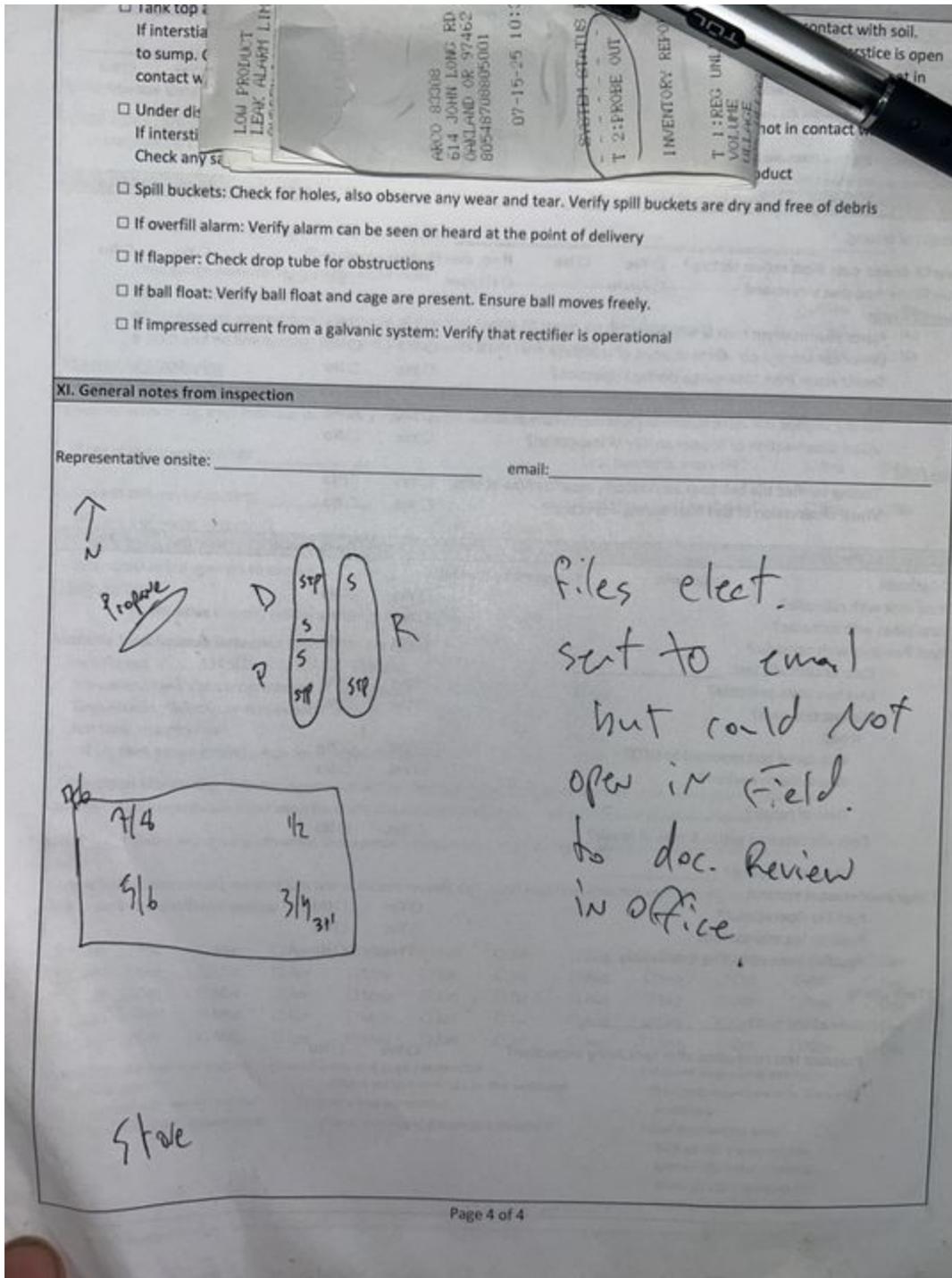
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Oregon Department of Environmental Quality - Underground Storage Tank Program
 Technical Compliance Inspection - UST Inspection Report

Inspector: DJK Date: 15 Jul 2025 Time: 8 Facility: 9361

I. Site Information			
Facility Name:	<u>TM 006</u>	Permittee:	<u>Buy 2</u>
Site Address:	<u>614 John Long Rd</u>	Organization:	<u>Buy 2</u>
City:	<u>Oakland</u>	Phone:	
II. Tank Information			
DEQ Permit #	<u>BDBFB</u>	<u>BDBFL</u>	<u>BDBFD</u>
Estimated Gallons	<u>12k</u>	<u>6k</u>	<u>5k</u>
Substance	<u>F</u>	<u>F</u>	<u>D</u>
Tank Material	<u>Dw FRP</u>	<u>o/c</u>	
Tank Install Date	<u>'94</u>		
Pipe Material	<u>Dw Flex</u>	<u>=environ</u>	
Pipe Type	<u>Pressure</u>		
Pipe Install Date			
Overfill Device	<u>HLA</u>		
Notes and Comments from the UST database: <input type="checkbox"/> Check file before conducting inspection			
<u>No audible hard busted</u>			
If tanks are manifolded, which tanks:			
III. Operating Certificate			
<input checked="" type="checkbox"/> Current	<input checked="" type="checkbox"/> Accurate	<input type="checkbox"/> Posted for delivery drive to observe	Compliance <input type="checkbox"/> Yes <input type="checkbox"/> No
IV. Operator Training			
Class A/B Operator <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name: <u>Alex - Snow</u>	Date:	Compliance <input type="checkbox"/> Yes <input type="checkbox"/> No
Class C Operator <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Cardlock		
V. Financial Responsibility			
Type of coverage:	Begin Date:	End Date:	Compliance <input type="checkbox"/> Yes <input type="checkbox"/> No
Coverage amount correct:			
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?			Compliance <input type="checkbox"/> Yes <input type="checkbox"/> No
Stank top sumps checked annually?			<input type="checkbox"/> Yes <input type="checkbox"/> No

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This section for DEQ use only

State of Oregon
Department of
Environmental
Quality

Department of Environmental Quality
Underground Storage Tank Program

Field Citation
For UST Violations

DEQ Information		UST Facility Information	
Inspection Date:	07/15/2025	Facility ID#:	9361
Inspector:	Dylan ECKERT	Facility Name:	TM 006
DEQ Office:	165 E 7th Ave 100	Facility Address:	614 JOHN LONG RD, OAKLAND, Oregon 97462
Phone #:	541-686-7517	County:	Douglas

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="checkbox"/> In Person	<input checked="" type="checkbox"/> By Email	<input type="checkbox"/> Both	Date Issued: 08/19/2025
Facility Representative Present During Inspection:				<input type="checkbox"/> Permittee <input type="checkbox"/> Owner <input type="checkbox"/> Other
Name of Permittee or Owner:	Thabet Management, Inc.			
Mailing Address:	1700 Valley River Dr Ste 400 , Eugene Oregon 97401			

Field Citation Penalty – See Page 3 for detailed listing of each violation. \$ 450

Check payable to: DEQ Financial Services LBX3615; P.O. Box 3615; Portland OR 97208-3615

Or pay online through your YDO account

This Field Citation is issued in accordance with the requirements for the expedited enforcement of underground storage tank (UST) violations, OAR 340-150-0250.

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

09/19/2025

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

Check one option

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

Name:	Owner / Permittee
Signature:	Date:

Important

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

Field Citation Requirements

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

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

Option 1:

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

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

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

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

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

Option 2:

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

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

DATE ISSUED: 08/19/2025

PROGRAM ENFORCEMENT No.: 2025-FC-9972

FACILITY ID: 9361

Page 3 of 3

Violation #1: Failure to repair or replace spill prevention device that is not properly maintained, is defective, is damaged or may have been tampered with in a manner that prevents proper operation.
***TCR:**

Corrective Action: Spill prevention replaced and retested on 18Jun2024 with passing results. No additional corrective actions requested

Rule Citation: OAR 340-150-0310(1)	Penalty Amount: \$ 150	Correct Violation by: n/a	Date Violation Corrected: 06/18/2025
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Violation #2: Failure to maintain operational overflow prevention equipment. Failure to repair or replace overflow equipment that is defective, improperly installed, damaged or may have been tampered with in a manner that prevents proper operation.
***TCR:**

Corrective Action: Audible overflow alarm replaced and confirmed as functional on 15Jul2025. No further corrective actions requested.

Rule Citation: OAR 340-150-0310(2)	Penalty Amount: \$ 150	Correct Violation by: n/a	Date Violation Corrected: 07/15/2025
---	------------------------	---------------------------	--------------------------------------

Violation #3: Failure to install, operate, maintain or calibrate RD equipment per manufacturer's instructions, including service checks for operability or running condition (i.e. device has been incorrectly installed, is defective, damaged, or may have been tamper
***TCR:**

Corrective Action: monthly liquid status sensor reports (Jan 2025-Aug 2025) received 8/18/25. No additional response required.

Rule Citation: OAR 340-150-0400(1)(c)	Penalty Amount: \$ 100	Correct Violation by: n/a	Date Violation Corrected: 8/18/25
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Violation #4: Failure to comply with a rule or requirement in OAR 340 – Division 150 not otherwise classified in Sections A through L of this Compliance and Enforcement Guidance Manual.
***TCR:**

Corrective Action: 4a - Repair or replace all failed or tampered with shear valves and submit records of repair to DEQ prior to 15Sept2025.
 4b – Perform integrity test of Dispenser 1/2 in an in-situ setup.... At least above the piping penetration fittings. Submit testing results to DEQ prior to 15Sept2025.

Rule Citation: OAR 340-150-0006 (1)	Penalty Amount: \$ 50	Correct Violation by: 09/15/2025	Date Violation Corrected:
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Violation #5: Failure to complete initial overflow, spill prevention or sump testing requirements by October 1, 2020
***TCR:**

Corrective Action: Testing of spill and overflow prevention equipment was completed in 2021. No additional corrective actions requested.

Rule Citation: OAR 340-150-0310(10)	Penalty Amount: \$	Correct Violation by: n/a	Date Violation Corrected: 07/15/2025
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Violation #6:
***TCR:**

Corrective Action:

Rule Citation: OAR	Penalty Amount: \$	Correct Violation by:	Date Violation Corrected:
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Total Penalty Amount	450
(This Page): \$	

YOU MUST CORRECT THE VIOLATIONS AS REQUIRED, SIGN THE STATEMENT BELOW AND

RETURN THIS FORM TO THE DEQ INSPECTOR LISTED ON PAGE 1 ON OR BEFORE: _____ 09/19/2025 _____

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



1590 SE UGLOW AVE.
 DALLAS, OR 97338
 PH: 503.606.3020
 FAX: 503.606.3120
 mainoffice@4-cse.com

ENVIRONMENTAL INC.

Invoice

Date	12/31/2024
Invoice #	4604
Job #	2226-C

Bill To
Lufti Thabet Thabet Management 1700 Valley River Dr. Ste 300 Eugene, OR 97401
Site Address
Arco AM/PM 614 John Long Rd Oakland, OR 97462

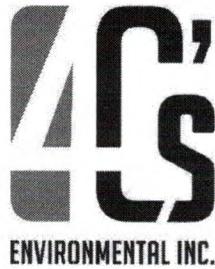
Terms	PO No.
Due Upon Receipt	n/a

Description	Unit	Qty.	Rate	Amount
Spill Bucket Replacement per Proposal 101923-1	LS	1	4,464.74	4,464.74
Oregon CAT Tax	LS	1	22.33	22.33

APPROVED
 01/06/2025

Balance Due	\$4,487.07
--------------------	-------------------

Interest of 1-1/2% will be applied each month plus a \$25.00 billing fee for unpaid balances after 10 days.



Proposal 110123-1

Sam Alghasham
Thabet Management
4105 Franklin Blvd
Eugene, OR 97403

November 1, 2023

Site:

Arco AM/PM
614 John Long Rd
Oakland, OR 97462

4C's is pleased to offer the following petroleum construction services to replace the one spill bucket at your Oakland facility. The following is needed for a complete project.

Task 1: Permits:

- DEQ paperwork only.

Task 2: Demo:

- Provide saw cuts as need around existing manhole to provide access to existing spill bucket.
- Provide air compressor and jack hammer to remove concrete around existing spill bucket and dispose of it offsite.
- Remove existing spill bucket and dispose of it offsite.

Task3: Samples:

- No samples or lab work included we are assuming clean soil or pea rock with no suspected release.

Task 4: Spill Bucket Install:

- If the existing riser from the tank is in good condition, we will make ready for new spill bucket.
- Provide and install (1) OPW 1C-2200D 5-gallon spill containment bucket on existing riser for the premium tank.
- Reuse existing drop tube.
- Provide and pour 4000psi concrete with rebar as needed with a medium broom finish for the spill bucket.
- The spill bucket lid will be painted standard API color or as directed.
- Includes new fill adaptor cap and tank ID collar for premium.

Initial Page 1 of 3

Task 5: Testing:

- The spill bucket will be water tested to DEQ/EPA standards with results passed on to the customer.

4C's Sub Total: \$3,479.33

Supplied Petroleum Equipment: \$1,007.74

Corporate Activity Tax: \$22.33

Project Total: \$4,487.07

Exclusion

- Relocation of any existing utilities has not been included.
- No SLUDGE or HAZARDOUS WASTE will be encountered, pumped, or disposed. Contamination of any kind
- No Special Inspections or Third-Party Testing have been included.
- Painting or image work of any kind.
- All existing electrical must be legal, installed correctly, and in reusable condition or additional charges will apply.
- System design and/or engineering are the responsibility of others, if needed.
- All fees and procurement time to get permits are on a time and material basis. We will provide DEQ notices only. Any changes due to the permit requirements will be considered a change.
- 4C's assumes salvage rights unless in writing prior to award.
- The results of soil samples HCID analysis will be not detected.
- No water will be encountered, sampled, pumped, or disposed.
- Utilities will not impact on the project and/or relocation of any existing utilities has not been included.
- System design and/or engineering is not provided.
- Electrical of any kind included disconnects.
- Existing concrete to be no more than 10" thick and no more than 6" thick elsewhere. Existing asphalt to be no more than 4"
- Existing drop tubes must be able to be removed in one piece. If any drop tube is stuck in the tank riser and needs to be chiseled out or the complete tank riser needs to be removed this will be considered an extra.
- All extras will be discussed with the owner or their agent before the extra work is performed.
- 4C's supplies a standard one-year warranty for their portion of the project for workmanship only. All material provided or installed is covered by the manufacturer's warranty only with no implied warranty beyond that by 4C's Environmental.

Pricing Good For 30 Days

Initial Page 2 of 3 _____

AGREEMENT TO PROVIDE SERVICES

THIS AGREEMENT, dated this _____ day of _____, 2023 is made

BETWEEN the Client, _____

Referred to as "Client", and 4C's Environmental, Inc., referred to as "4C's".

- 1. **Services to Be Provided.** Client agrees to hire 4C's in accordance with proposal number 110123-1 attached hereto and is hereby incorporated into this contract.
- 2. **Payment.** Client agrees to pay 4C's for work to be performed under this contract as noted in the proposal. If 4C's requires a down payment it will be due prior to scheduling. If the down payment is not received the start date may be subject to change.
- 3. **Client's Responsibility.** Client must fully cooperate with 4C's and provide all information relevant to the issues involved in this matter. Client must also pay all bills as required by this Agreement.
- 4. **Taxes:** All taxes for the State of Washington or State of Oregon will be billed as a separate line item.
- 5. **Bills. All invoices are due upon receipt.** Client will be charged interest 1-1/2% monthly, a yearly rate of 18% on any remaining balance not paid within 10 days from the date of the bill and a \$25.00 billing fee for each additional bill sent to Client (not to exceed one bill per month). If the bill is not paid in full after 30 days, the account may be sent to collections and a lien shall be placed against the property. Client agrees to pay all costs of collection, including lien fees and attorney fees, if necessary. If account is sent to collections, there will be a 20% collections fee added.
- 6. **Hidden or Latent Conditions.** 4C's uses care to avoid damaging existing buildings, utilities, and equipment on the job site. If, after reasonable care is exercised by 4C's damage occurs, Client agrees to indemnify and hold 4C's harmless for that damage. 4C's shall not be liable for any special, indirect, or consequential damages, including, without limitation, loss of profits or business interruption, even if the damage is to property beyond the subject matter of this agreement. 4C's shall promptly give notice, verbal or written, to the client of subsurface or latent physical conditions at the site which differ materially from those ordinarily encountered, such as large rocks, water, contaminated soil, and utilities that can add to the overall cost of this agreement. Client agrees to compensate 4C's for these hidden or latent conditions on a time and materials basis for the additional work to be performed. The rates shall be \$75.00 per hour, the costs of any materials furnished and used by 4C's on the job, plus 20% mark-up.
- 7. **Choice of Law.** Any dispute under this Agreement or related to this agreement shall be decided in accordance with the laws of Oregon.
- 8. **Personal Guarantee.** The undersigned agrees to act as a personal guarantor and co-signer to this agreement for all debts incurred both now and in the future for all monies owed.

By: _____
Client Signature

4C's Environmental Inc.
1590 SE Uglow Ave
Dallas, OR 97338
Phone: 503-606-3020
Mobil: 503-320-2992

Printed Name



Since 1960

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

www.mascottec.com

INVOICE

Number	633154
Date	07/17/2025
Page	1

Bill-to Account #: 5238 THABET MANAGEMENT INC 1700 VALLEY RIVER ROAD SUITE 300 EUGENE, OR 97401	Ship-to #: 614 BUY2 006 RICE HILL ARCO AMPM 614 JOHN LONG RD OAKLAND, OR 97462
---	--

Reference #	Shipped	Salesperson	Terms	Tax Code	Doc #	Wh	Freight	Ship Via
WO 19101	07/17/2025	G SWAYNE	NET 10TH	OR NOTAX	511357	01	BILL	SERVICE

Item	Description	Ordered	Shipped	Backordrd	UM	Price	UM	Extension
	CHECK THE ELECTRIFICATION OF THE OVERFILL ALARM AND IF NEEDS TO BE REPLACED THE PARTS AVAILABLE AT SITE.							
LABOR-PD	LABOR, (On-Site/Shop Service)	3.00	3.00	.00	EA	125.00	EA	375.00
TRIP CHARGE-PD20	LABOR, TRAVEL 0-20 MILEAGE	1	1	0	EA	121.00	EA	121.00
FUEL SURCHARGE-PD20	FUEL SURCHARGE	1	1	0	EA	6.70	EA	6.70
	07/15 TECH CC/JC: TESTED THE OVERFILL ALARM, IT WOULD NOT FUNCTION. INSTALLED THE NEW OVERFILL ALARM AND TESTED. STILL WOULD NOT FUNCTION. RAN TEST WIRE FROM VEEDER ROOT TO OVERFILL AND TESTED. ALARM FUNCTIONED PROPERLY. SITE WILL CONTACT AN ELECTRICIAN TO RUN NEW WIRING FOR OVERFILL ALARM. WORK COMPLETE. 07/16 SAP							

INVOICE

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
	502.70	.00		2.51	.00	505.21

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



01-633154



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 unfiled 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.

ARCO 83308
614 JOHN LONG RD
OAKLAND OR 97462
80548708805001

01-01-25 8:33

LIQUID STATUS

01-01-25 8:33

L 1:UL INTER
SENSOR NORMAL

L 2:SUPER-DIESEL ANNULR
SENSOR NORMAL

L 3:UL SUMP
SENSOR NORMAL

L 4:DIESEL SUMP
SENSOR NORMAL

L 6:SUPER SUMP
SENSOR NORMAL

* * * * * END * * * * *

ARCO 83308
614 JOHN LONG RD
OAKLAND OR 97462
80548708805001

02-05-25 7:38

LIQUID STATUS

02-05-25 7:38

L 1:UL INTER
SENSOR NORMAL

L 2:SUPER-DIESEL ANNULR
SENSOR NORMAL

L 3:UL SUMP
SENSOR NORMAL

L 4:DIESEL SUMP
SENSOR NORMAL

L 6:SUPER SUMP
SENSOR NORMAL

* * * * * END * * * * *

ARCO 83308
614 JOHN LONG RD
OAKLAND OR 97462
80548708805001

03-03-25 8:08

LIQUID STATUS

03-03-25 8:08

L 1:UL INTER
SENSOR NORMAL

L 2:SUPER-DIESEL ANNULR
SENSOR NORMAL

L 3:UL SUMP
SENSOR NORMAL

L 4:DIESEL SUMP
SENSOR NORMAL

L 6:SUPER SUMP
SENSOR NORMAL

* * * * * END * * * * *

ARCO 83308
614 JOHN LONG RD
OAKLAND OR 97462
80548708805001

04-01-25 6:27

LIQUID STATUS

04-01-25 6:27

L 1:UL INTER
SENSOR NORMAL

L 2:SUPER-DIESEL ANNULR
SENSOR NORMAL

L 3:UL SUMP
SENSOR NORMAL

L 4:DIESEL SUMP
SENSOR NORMAL

L 6:SUPER SUMP
SENSOR NORMAL

* * * * * END * * * * *

ARCO 83308
614 JOHN LONG RD
OAKLAND OR 97462
80548708805001

05-01-25 8:08

LIQUID STATUS

05-01-25 8:08

L 1:UL INTER
SENSOR NORMAL

L 2:SUPER-DIESEL ANNULR
SENSOR NORMAL

L 3:UL SUMP
SENSOR NORMAL

L 4:DIESEL SUMP
SENSOR NORMAL

L 6:SUPER SUMP
SENSOR NORMAL

***** END *****

ARCO 83308
614 JOHN LONG RD
OAKLAND OR 97462
80548708805001

07-01-25 8:16

LIQUID STATUS

07-01-25 8:16

L 1:UL INTER
SENSOR NORMAL

L 2:SUPER-DIESEL ANNULR
SENSOR NORMAL

L 3:UL SUMP
SENSOR NORMAL

L 4:DIESEL SUMP
SENSOR NORMAL

L 6:SUPER SUMP
SENSOR NORMAL

* * * * * END * * * * *

ARCO 83308
614 JOHN LONG RD
OAKLAND OR 97462
80548708805001

07-31-25 11:35

LIQUID STATUS

07-31-25 11:35

L 1:UL INTER
SENSOR NORMAL

L 2:SUPER-DIESEL ANNULR
SENSOR NORMAL

L 3:UL SUMP
SENSOR NORMAL

L 4:DIESEL SUMP
SENSOR NORMAL

L 6:SUPER SUMP
SENSOR NORMAL

* * * * * END * * * * *

ARCO 83308
614 JOHN LONG RD
OAKLAND OR 97462
80548708805001

08-06-25 11:33

LIQUID STATUS

08-06-25 11:33

L 1:UL INTER
SENSOR NORMAL

L 2:SUPER-DIESEL ANNULR
SENSOR NORMAL

L 3:UL SUMP
SENSOR NORMAL

L 4:DIESEL SUMP
SENSOR NORMAL

L 6:SUPER SUMP
SENSOR NORMAL

* * * * * END * * * * *



Since 1960

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

www.mascottec.com

INVOICE

Number	635724
Date	08/21/2025
Page	1

Bill-to Account #: 5238
 THABET MANAGEMENT INC
 1700 VALLEY RIVER ROAD
 SUITE 300
 EUGENE, OR 97401

Ship-to #: 614
 BUY2 006
 RICE HILL ARCO AMPM
 614 JOHN LONG RD
 OAKLAND, OR 97462

Reference #	Shipped	Salesperson	Terms	Tax Code	Doc #	Wh	Freight	Ship Via
WO 19374	08/21/2025	G SWAYNE	NET 10TH	OREGON	513476	01	BILL	SERVICE

Item	Description	Ordered	Shipped	Backordrd	UM	Price	UM	Extension
	E2 AUTO SHUT-OFF DEVICES WERE WIRED OPEN AND TESTING PORTS WERE LEFT ON, BYPASSING THE MANUFACTURER'S DESIGN SPECIFICATIONS. PARTS ON-SITE							
MISC MATERIAL	3/8" BLACK IRON PLUGS	3	3		0 EA	3.75	EA	11.25
LABOR-PD	LABOR, (On-Site/Shop Service)	2.00	2.00		.00 EA	125.00	EA	250.00
TRIP CHARGE-PD20	LABOR, TRAVEL 0-20 MILEAGE	1	1		0 EA	121.00	EA	121.00
FUEL SURCHARGE-PD20	FUEL SURCHARGE	1	1		0 EA	6.70	EA	6.70
SHOP-PD	Miscellaneous Materials Used	1	1		0 EA	19.73	EA	19.73
	08/20 TECHS CC/JC: ARRIVED ON SITE. SECURED WORK AREA. INSPECTED DSL SHEAR VALVE, FOUND IT TO BE FUNCTIONAL BUT SLOW TO REACT. CLEANED WITH DEGREASER, SHEAR VALVE IS FUNCTIONING CORRECTLY NOW. REMOVED TEST PORTS FROM ALL SHEAR VALVES AND PLUGGED. TESTED FOR LEAKS, NONE FOUND. 08/20 SAP							

INVOICE

	Merchandise	Misc	Discount	CAT Tax	Freight	Total Due
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	408.68	.00		2.04	.00	410.72

**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

01-635724



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 unfiled 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.

Re: 9361 - TM006 | UST Compliance Inspection Follow-up

From LITKE Emily * DEQ <Emily.LITKE@deq.oregon.gov>

Date Wed 10/8/2025 11:48 AM

To TMI Fuel <TMI-Fuel@buy2stores.com>; UST Duty Officer * DEQ <UST.DutyOfficer@DEQ.oregon.gov>

Good morning,

I see that payment of the penalty was processed on 10/7/25. Perfect.

The UST inspection for DEQ facility 9361 TM 006 located at 614 John Long Rd Oakland, OR is officially CLOSED and COMPLETE.

Thank you for the communication throughout this process and keeping your facility in compliance with Oregon rules and regulations.



Emily Litke (she/her)

Duty Officer, Underground Storage Tanks

DEQ Headquarters, Land Quality Division

700 NE Multnomah Street, Suite 600

Portland OR 97232-4100

503-806-9516

Emily.LITKE@deq.oregon.gov

From: TMI Fuel <TMI-Fuel@buy2stores.com>

Sent: Monday, September 22, 2025 10:27 AM

To: LITKE Emily * DEQ <Emily.LITKE@deq.oregon.gov>; UST Duty Officer * DEQ <UST.DutyOfficer@DEQ.oregon.gov>

Subject: Re: 9361 - TM006 | UST Compliance Inspection Follow-up

Hi Emily,

I believe this was sent via check. I will double-check with our accounting team.

Best,

Ali Kulaib

Fuel Director

Thabet Management Inc

O: (+1) 541-565-4472

M: (+1) 541-914-1026

E: tmi-fuel@buy2stores.com

Address: 1700 Valley River Dr. 2nd Floor

Eugene, OR 97401

From: LITKE Emily * DEQ <Emily.LITKE@deq.oregon.gov>

Sent: Monday, September 22, 2025 1:13 PM

To: UST Duty Officer * DEQ <UST.DutyOfficer@DEQ.oregon.gov>; TMI Fuel <TMI-Fuel@buy2stores.com>

Cc: Tom <GTMTS@buy2stores.com>; Karim Tallou <operations@buy2stores.com>; Kevin <GTMTS2@buy2stores.com>; Maintenance director

<Maintenance@buy2stores.com>; Steven DeHart <maintenance2@buy2stores.com>

Subject: Re: 9361 - TM006 | UST Compliance Inspection Follow-up

Good morning,

Please provide an update on the payment of the \$450 penalty - the deadline was 9/19/25

Payment of Field Citation Penalty Instructions

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

[Department of Environmental Quality : Welcome to Your DEQ Online : Online Services : State of Oregon](#)

[PaymentsforEEOs.pdf](#) – step by step instructions for submitting payments online

Questions about online payments and submittals can be directed to the Help Desk at itservicedesk@deq.oregon.gov or [Your DEQ Online Helpdesk - Jira Service Management](#) –



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

Sent: Tuesday, August 26, 2025 4:53 PM

To: TMI Fuel <TMI-Fuel@buy2stores.com>; UST Duty Officer * DEQ <UST.DutyOfficer@DEQ.oregon.gov>

Cc: FOSS Diana * DEQ <Diana.FOSS@deq.oregon.gov>; Tom <GTMTS@buy2stores.com>; Karim Tallou <operations@buy2stores.com>; Kevin <GTMTS2@buy2stores.com>; Maintenance director <Maintenance@buy2stores.com>; Steven DeHart <maintenance2@buy2stores.com>

Subject: Re: 9361 - TM006 | UST Compliance Inspection Follow-up

Good afternoon,

Thank you for sending the invoices and testing reports - everything looks great. The corrective actions are now all complete.

As soon as payment of the \$450 penalty is received, then this UST inspection can be closed. Payment can be made either through check or online.



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: TMI Fuel <TMI-Fuel@buy2stores.com>
Sent: Monday, August 25, 2025 8:52 AM
To: UST Duty Officer * DEQ <UST.DutyOfficer@DEQ.oregon.gov>
Cc: FOSS Diana * DEQ <Diana.FOSS@deq.oregon.gov>; Tom <GTMTS@buy2stores.com>; Karim Tallou <operations@buy2stores.com>; Kevin <GTMTS2@buy2stores.com>; Maintenance director <Maintenance@buy2stores.com>; Steven DeHart <maintenance2@buy2stores.com>
Subject: Re: 9361 - TM006 | UST Compliance Inspection Follow-up

Good Morning,

Please note that Mascott and PCS have addressed the remaining issues. See the attached files.

Best,
Ali Kulaib

Fuel Director
Thabet Management Inc
O: (+1) 541-565-4472
M: (+1) 541-914-1026
E: tmi-fuel@buy2stores.com
Address: 1700 Valley River Dr. 2nd Floor
Eugene, OR 97401

From: TMI Fuel <TMI-Fuel@buy2stores.com>
Sent: Friday, August 22, 2025 11:21 AM
To: UST Duty Officer * DEQ <UST.DutyOfficer@DEQ.oregon.gov>
Cc: FOSS Diana * DEQ <Diana.FOSS@deq.oregon.gov>; Tom <GTMTS@buy2stores.com>; Karim Tallou <operations@buy2stores.com>; Kevin <GTMTS2@buy2stores.com>; Maintenance director <Maintenance@buy2stores.com>; Steven DeHart <maintenance2@buy2stores.com>
Subject: Re: 9361 - TM006 | UST Compliance Inspection Follow-up

Good Morning,

Please note that Mascott and PCS have an address the remaining issues below. Kindly find the attached report from Mascott.

I will be sharing PCS testing results this coming Monday.

Best,
Ali Kulaib

Fuel Director
Thabet Management Inc
O: (+1) 541-565-4472
M: (+1) 541-914-1026
E: tmi-fuel@buy2stores.com
Address: 1700 Valley River Dr. 2nd Floor
Eugene, OR 97401

From: UST Duty Officer * DEQ <UST.DutyOfficer@DEQ.oregon.gov>
Sent: Tuesday, August 19, 2025 5:14 PM
To: TMI Fuel <TMI-Fuel@buy2stores.com>; UST Duty Officer * DEQ <UST.DutyOfficer@DEQ.oregon.gov>
Cc: FOSS Diana * DEQ <Diana.FOSS@deq.oregon.gov>; Tom <GTMTS@buy2stores.com>; Karim Tallou <operations@buy2stores.com>; Kevin <GTMTS2@buy2stores.com>; Maintenance director <Maintenance@buy2stores.com>
Subject: Re: 9361 - TM006 | UST Compliance Inspection Follow-up

Good afternoon,

Please review the attached field citation. **The deadline for payment of the \$450 penalty is 9/19/25. The deadline for the remaining corrective actions associated with violation #4 is 9/15/25.**

Corrective Actions:

1. Spill prevention replaced and retested on 18Jun2024 with passing results. No additional corrective actions requested.
2. Audible overflow alarm replaced and confirmed as functional on 15Jul2025. No further corrective actions requested.
3. ~~Test liquid status sensors required as the primary form of tank leak detection or submit a modification notice to DEQ modifying the declared tank release detection method and submit 1 month of in-tank leak detection records prior to 15Sept2025. COMPLETE~~
4. Repair or replace all failed or tampered with shear valves and submit records of repair to DEQ prior to 15Sept2025.
4b – Perform integrity test of Dispenser ½ in an in-situ setup.... At least above the piping penetration fittings. Submit testing results to DEQ prior to 15Sept2025.
5. Testing of spill and overflow prevention equipment was completed in 2021. No additional corrective actions requested.

Payment of Field Citation Penalty Instructions

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

[Department of Environmental Quality : Welcome to Your DEQ Online : Online Services : State of Oregon](#)

[PaymentsforEEOs.pdf](#) – step by step instructions for submitting payments online

Questions about online payments and submittals can be directed to the Help Desk at itservicedesk@deq.oregon.gov or

[Your DEQ Online Helpdesk - Jira Service Management](#) –



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: TMI Fuel <TMI-Fuel@buy2stores.com>

Sent: Monday, August 18, 2025 9:58 AM

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

Cc: FOSS Diana * DEQ <Diana.FOSS@deq.oregon.gov>; Tom <GTMTS@buy2stores.com>; Karim Tallou <operations@buy2stores.com>; Kevin <GTMTS2@buy2stores.com>; Maintenance director <Maintenance@buy2stores.com>

Subject: Re: 9361 - TM006 | UST Compliance Inspection Follow-up

Good Morning,

Please find the attached LS test result form Jan to August 2025. This is to address "

1. Test liquid status sensors required as the primary form of tank leak detection or submit a modification notice to DEQ modifying the declared tank release detection method and submit 1 month of in-tank leak detection records prior to 15Sept2025.

Please note that we have contacted Mascott and PCS to tackle the remaining issues and will keep you updated once they are fixed.

Best,

Ali Kulaib

Fuel Director

Thabet Management Inc

O: (+1) 541-565-4472

M: (+1) 541-914-1026

E: tmi-fuel@buy2stores.com

Address: 1700 Valley River Dr. 2nd Floor

Eugene, OR 97401

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

Sent: Friday, August 15, 2025 8:57 PM

To: TMI Fuel <TMI-Fuel@buy2stores.com>

Cc: FOSS Diana * DEQ <Diana.FOSS@deq.oregon.gov>; UST Duty Officer * DEQ <UST.DutyOfficer@DEQ.oregon.gov>

Subject: 9361 - TM006 | UST Compliance Inspection Follow-up

Hello Mr. Thabet -

Thank you for allowing me to inspect your facility located at 614 John Long Rd. Oakland, OR on 15Jul2025. Alex and the local manager were on-site during the inspection to provide access to equipment... records were provided electronically.

The facility had a few compliance issues which need to be addressed and will be discussed below.

Records / Testing

E1 – Spill prevention equipment was failed in Jun 2023... and was not replaced until early 2025. That is over a year and a half of operating failed spill prevention equipment.

Testing Information

1. Tank number	1	2	3
2. Product stored	Unleaded	Premium	On-Road Diesel
3. Spill bucket capacity	5 gal	5 gal	5 gal
4. Manufacturer	EMCO	OPW	OPW
5. Construction	<input checked="" type="checkbox"/> Single-walled <input type="checkbox"/> Double-walled	<input checked="" type="checkbox"/> Single-walled <input type="checkbox"/> Double-walled	<input checked="" type="checkbox"/> Single-walled <input type="checkbox"/> Double-walled
	<input checked="" type="checkbox"/> Hydrostatic <input type="checkbox"/> Vacuum <input type="checkbox"/> Single-walled <input type="checkbox"/> Double-walled	<input checked="" type="checkbox"/> Hydrostatic <input type="checkbox"/> Vacuum <input type="checkbox"/> Single-walled <input type="checkbox"/> Double-walled	<input checked="" type="checkbox"/> Hydrostatic <input type="checkbox"/> Vacuum <input type="checkbox"/> Single-walled <input type="checkbox"/> Double-walled
6. Test type	<input checked="" type="checkbox"/> Product <input type="checkbox"/> Vapor	<input checked="" type="checkbox"/> Product <input type="checkbox"/> Vapor	<input checked="" type="checkbox"/> Product <input type="checkbox"/> Vapor
8. Liquid and debris removed from spill bucket.*	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9. Visual inspection (No cracks, loose parts or separation of the bucket from the fill pipe.)?	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail
10. Tank riser cap included in test?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
11. Is drain valve included in test?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
12. Starting level	11"	12"	14"
13. Test start time	10:30am	10:30am	10:30am
14. Ending level	11"	12"	0"
15. Test end time	11:30am	11:30am	11:30am
16. Test period	1 hour	1 hour	1 hour
16. Level change	0"	0"	0"
Test results:	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail	<input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input checked="" type="checkbox"/> Fail

Pass/fail criteria: Must pass visual inspection. Hydrostatic: Water level drop of less than 1/8 inches water column; Vacuum double-walled; maintain at least 12 inches water column.

Comments:

* All liquids and debris must be disposed of properly.

Testing company name: Petroleum Compliance Services LLC Tester's name: _____
 Date (mm/dd/yyyy): 6-13-23 Tester's signature: _____



Invoice

Date	12/31/2024
Invoice #	4604
Job #	2226-C

Bill To
Lufi Thabet Thabet Management 1700 Valley River Dr. Ste 300 Eugene, OR 97401
Site Address
Arco AM/PM 614 John Long Rd Oakland, OR 97462

Terms	PO No.
Due Upon Receipt	n/a

Description	Unit	Qty.	Rate	Amount
Spill Bucket Replacement per Proposal 101923-1	LS	1	4,464.74	4,464.74
Oregon CAT Tax	LS	1	22.33	22.33

Testing Information

1. Tank number	1	2	3
2. Product stored	Regular Unleaded	Premium Unleaded	On-Road Diesel
3. Spill bucket capacity	5 gal	5 gal	5 gal
4. Manufacturer	EMCO	OPW	OPW
5. Construction	<input checked="" type="checkbox"/> Single-walled	<input checked="" type="checkbox"/> Single-walled	<input checked="" type="checkbox"/> Single-walled
	<input type="checkbox"/> Double-walled	<input type="checkbox"/> Double-walled	<input type="checkbox"/> Double-walled
	<input type="checkbox"/> Hydrostatic	<input type="checkbox"/> Hydrostatic	<input type="checkbox"/> Hydrostatic
	<input type="checkbox"/> Vacuum	<input type="checkbox"/> Vacuum	<input type="checkbox"/> Vacuum
6. Test type	<input type="checkbox"/> Single-walled	<input type="checkbox"/> Single-walled	<input type="checkbox"/> Single-walled
	<input type="checkbox"/> Double-walled	<input type="checkbox"/> Double-walled	<input type="checkbox"/> Double-walled
	<input type="checkbox"/> Product	<input type="checkbox"/> Product	<input type="checkbox"/> Product
	<input type="checkbox"/> Vapor	<input type="checkbox"/> Vapor	<input type="checkbox"/> Vapor
7. Spill bucket type	<input type="checkbox"/> Product	<input type="checkbox"/> Product	<input type="checkbox"/> Product
8. Liquid and debris removed from spill bucket?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Visual inspection (No cracks, loose parts or separation of the bucket from the fill pipe, ?)	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
10. Tank riser cap included in test?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
11. Is drain valve included in test?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
12. Starting level	10.5"	11"	10"
13. Test start time	10:00am	10:00am	10:00am
14. Ending level	10.5"	11"	10"
15. Test end time	11:00am	11:00am	11:00am
16. Test period	1 hour	1 hour	1 hour
16. Level change	0"	0"	0"
Test results:	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail

Pass/fail criteria: Must pass visual inspection. Hydrostatic: Water level drop of less than 1/8 inch water column; Vacuum double-walled, maintain at least 12 inches water column.

Comments:

* All liquids and debris must be disposed of properly.

Testing company name: Petroleum Compliance Services LLC Tester's name
 Date (mm/dd/yyyy): 6-18-2025 Tester's signature

E1 – Dispenser ½ had liquid petroleum at a volume reaching a penetration into the containment.... This UDC has not been tested and could result in a release to the environment. The containment will need to be tested in-situ (above the piping penetrations) to determine if the sump is liquid tight... an integrity test needs to be performed and results of that test submitted to DEQ prior to 01Sept2025.



E2 – Automatic Emergency shut-off devices were wired open and testing ports were left on bypassing the manufacturers design specifications.



E3 – There is significant corrosion on the gasoline turbine sumps.



E4 – Filters were dripping and petroleum was seen outside the intended systems.



E5 – At the time of the inspection, the overfill alarm was not audible and working as required. The facility was placed into temporary closure, the alarm was repaired on 15jul2025 and operating certificate reissued.

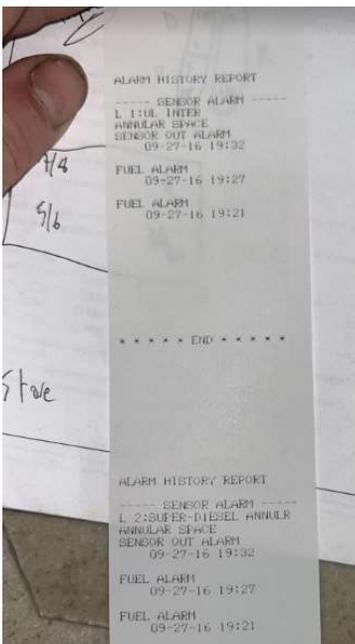


Pipe Install Date				
Overfill Device	HLA			
Notes and Comments from the UST database: <input type="checkbox"/> Check file before conducting inspection				
<i>No audible hard busted</i>				

R1 – DEQ documents tank release detection as interstitial monitoring (annular sensors). Records for release detection are sufficient; however, release detection equipment (sensors) were not tested during any of the compliance inspection and is required to be done annually from previous test. Veeder Root Alarm history shows this last being active in 2016.

VI. SENSORS AND TESTING INFORMATION (liquid sensors, tank interstitial sensors, etc.)								
Sensor as identified on tank gauge	L-3	L-4	L-6					
Is sensor in alarm? (If yes, indicate why in the comments section)	No	No	No	Yes No	Yes No	Yes No	Yes No	Yes No
Sensor installed in the proper location and position?	Yes	Yes	Yes	Yes No				
Sensor triggers alarm, at tank gauge, when placed in test liquid	Yes	Yes	Yes	Yes No				
When alarm is triggered, the sensor is properly identified on the ATG	Yes	Yes	Yes	Yes No				
Alarm history report attached?	Yes	Yes	Yes	Yes No				
VII. TEST RESULTS	Pass	Pass	Pass	Pass Fail				

Any "No" answer indicates the test failed. Failed tests must be remedied and retested immediately.



This email has two intended recipients: you (permittee) and our enforcement/follow-up team. Because of this split audience, there might be some jargon used which is for DEQ internal purposes. I'll be asking for paperwork/documentation by a specific time and will state the violation/corrective action.

Alleged Violations:

1. Failure to continuously operate functional spill prevention equipment (diesel). (C1c)
2. Failure to continuously operate functional overfill prevention equipment. (C2b)
3. Failure to test all release detection equipment at least within 365 days of the previous test (No records of tank annular sensors have been presented and were required to be tested prior to 01oct2020). (G5)
4. Failure to have functioning automatic emergency shut-off valves per OAR 340-150-0163(1), Oregon Fire Code and NFPA 30a 6.3.9.1. (A11)
5. Failure to test spill and overfill prevention equipment prior to 01oct2020. (C1f)

Corrective Action:

1. Spill prevention replaced and retested on 18Jun2024 with passing results. No additional corrective actions requested.
2. Audible overfill alarm replaced and confirmed as functional on 15Jul2025. No further corrective actions requested.
3. Test liquid status sensors required as the primary form of tank leak detection or submit a modification notice to DEQ modifying the declared tank release detection method and submit 1 month of in-tank leak detection records prior to 15Sept2025.
4. Repair or replace all failed or tampered with shear valves and submit records of repair to DEQ prior to 15Sept2025.
4b – Perform integrity test of Dispenser ½ in an in-situ setup.... At least above the piping penetration fittings. Submit testing results to DEQ prior to 15Sept2025.
5. Testing of spill and overfill prevention equipment was completed in 2021. No additional corrective actions requested.

Next Steps :

Please direct your responses to ust.dutyofficer@deg.oregon.gov. This team will work with me on documents you submit or corrective actions completed to ensure the work is sufficient to close the inspection.

These violations will fit into the field citation guidance and that team will issue enforcement based off a preset calculation matrix.

Dylan Eckert

Inspector, Underground Storage Tanks

DEQ - Eugene, Land Quality Division

165 E. 7th Ave Suite 100

Eugene, OR 97401-3049

C 541-215-2368

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https://service.govdelivery.com/accounts/ORDEQ/subscriber/new?topic_id=ORDEQ_546

The UST Program. 60-Minute story: <https://www.youtube.com/watch?v=leYoLtsQ2WQ>

Fee	-	Paid	=	Due
\$ 450.00		\$ 450.00		\$ 0.00

Penalty

▶ 2025-fc-9972 \$ 450.00

📍 UST - Field Citation

1 Results

➕ Add Penalty ➡ Send to FIMS

Payment

▼ Check by Mail 9915301933 \$ 450.00

📅 10/7/2025

📍 56233

Type	Amount
Check by Mail	450
E-Payment Confirmation#	E-Payment Settle Date
	mm/dd/yyyy
Ref#	Payment Date
56233	10/07/2025
Comments	

(Remaining Length: 4000)

Site Info

TM 006



📍 614 JOHN LONG RD, OAKLAND, OR 97462

📍 32398 ✓

📍 242104

📍 CEM_FacilityIdentifier=17628 UST (9361)

📁 Stationary

Inspection Info

10485 Completed

📁 UST

📁 Full Compliance Inspection (FCI) TCR only

📅 Start Date 7/15/2025

📅 End Date 7/15/2025

Created & Updated Info