

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8

2008 JUN 25 AM 10:09

IN THE MATTER OF:) Docket No. RCRA-08-2008-0005
)
James K. Laducer and Debra Werner) **MOTION TO AMEND COMPLAINT**
)
United C-Store)
BIA 7 South)
Belcourt, ND 58316)
EPA ID Number 3050006)
)
Respondents.)


Complainant, U.S. Environmental Protection Agency Region 8 (EPA), by its undersigned attorney, files this MOTION TO AMEND COMPLAINT pursuant to 40 C.F.R. §§ 22.14(c) and 22.16(a). Specifically, Complainant proposes to dismiss James K. Laducer as a Respondent from, and name Mike Werner as an additional Respondent to, the initial Complaint and Notice of Opportunity for Hearing filed in the above-referenced matter on April 1, 2008. Because Mr. Laducer has not filed an answer and this matter has not yet been referred to the Office of Administrative Law Judges, this motion is being submitted to the Regional Judicial Officer for decision pursuant to 40 C.F.R. § 22.16(c).

Respondent Debra Werner, joined by her husband Mike Werner who Complainant seeks to name as an additional Respondent, filed an answer to the initial complaint on May 12, 2008, wherein they reserved their right to hearing and to contest the facts alleged and/or the penalty proposed. In the Presiding Officer's decision on this motion, Complainant requests clarification whether Mike and Debra Werner are required to file an answer to the Amended Complaint, or whether their answer previously filed shall suffice absent any additional information or affirmative defenses they should choose to submit.

Respectfully submitted,

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION 8,
Complainant,

Date: 6/25/2008

BY: 
Amy Swanson, Enforcement Attorney
U.S. EPA Region 8
1595 Wynkoop Street (8ENF-L)
Denver, Colorado 80202-1129
Telephone: (303) 312-6906
Facsimile: (303) 312-6953

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the original and one copy of the MOTION TO AMEND COMPLAINT and MEMORANDUM IN SUPPORT OF MOTION TO AMEND COMPLAINT with Exhibits 1 and 2 were hand-carried to the Regional Hearing Clerk, EPA, Region 8, 1595 Wynkoop Street, Denver, Colorado, and that a true copy of the same was mailed by certified mail to:

James K. Laducer
Laducer & Associates, Inc.
201 Missouri Drive
Mandan, ND 58554

Mr. Mike Werner and/or Ms. Debra Werner
United Oil and Gas of Bottineau
P.O. Box 386
Bottineau, ND 58318

Date: 6/25/08

By: Judith M. McTernan

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8

IN THE MATTER OF:)	Docket No. RCRA-08-2008-0005
)	
James K. Laducer and Debra Werner)	MEMORANDUM IN SUPPORT OF
)	MOTION TO AMEND COMPLAINT
United C-Store)	
BIA 7 South)	
Belcourt, ND 58316)	
EPA ID Number 3050006)	
)	
Respondents.)	

Introduction

This memorandum is filed in support of a motion brought by Complainant, U.S. Environmental Protection Agency Region 8 (EPA), to amend the Complaint and Notice of Opportunity for Hearing filed in the above-referenced matter on April 1, 2008. Specifically, Complainant proposes to dismiss James K. Laducer as a Respondent from, and name Mike Werner as an additional Respondent to, the above-referenced matter.

Background

On April 1, 2008, Complainant issued a Complaint and Notice of Opportunity for Hearing (Complaint) in the above-referenced matter to James K. Laducer as facility owner, and Debra Werner as facility operator, for alleged violations of section 9003 of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6991b, and the underground storage tank (UST) regulations set forth in 40 C.F.R. Part 280, subpart D. The Complaint alleges that Mr. Laducer and Ms. Werner are “owners” and “operators” within the respective meanings of RCRA §§ 9001(3) and (4), 42 U.S.C. §§ 6991(3) and (4), and 40 C.F.R. § 280.12, and “persons” as defined by section 9001(5) of RCRA, 42 U.S.C. § 6991(5). At the time the Complaint was filed, and the underlying inspection conducted, the only operator identified to EPA was Ms. Werner.

Post-filing the Complaint, Complainant learned in discussions with Mr. Laducer and Mr. Werner, and from reviewing related business records submitted by Mr. Laducer, that Mr. Werner jointly operates the United C-Store facility with his wife Debra, including two UST systems. Complainant learned further that Mr. Laducer has a written agreement with Mike and Debra Werner (hereafter referred to collectively as “the Werners”) concerning UST compliance and responsibility for the period of the lease.

Mike Werner, as Manager of United Oil and Gas of Bottineau, entered into a written lease agreement commencing June 1, 2006 with James K. Laducer for the property located at BIA 7 South in Belcourt, North Dakota, commonly known as Speedy Stop Convenience Store. The Werners, doing business as the unincorporated company United Oil and Gas of Bottineau, operate the facility, including the two UST systems, as a for-profit gas station and convenience store commonly known as the United C-Store.

Pursuant to the written lease agreement between James K. Laducer and Mike Werner on behalf of United Oil and Gas of Bottineau, under the “Environmental Assurance” section, the parties expressly agreed that United Oil would:

“comply with all state and federal laws and requirements regarding the operation of a gas station facility. This includes appropriate periodic testing and compliance, if any, with orders or directives as required by the Environmental Protection Agency or North Dakota State Department of Health. Laducer shall have the right to review any environmental records, including copies of inspection reports, from regulatory agencies which impact the facility during the term of the Lease.”

Mr. Laducer provided Complainant with a copy of the lease agreement on April 28, 2008 (Attached as Exhibit 1).

Additional information, including written correspondence between Mr. Laducer and Mr. Werner, indicate that the parties had an understanding specific to UST operation and maintenance whereby Mr. Laducer agreed to pay or reimburse the Werners for any repairs associated with the USTs upon request by the Werners. Exhibit 2. The Werners were responsible for scheduling the UST repairs. A review of billing statements and invoices confirms that Mr. Laducer fully performed his commitments in a timely manner. Any UST repair delays resulting in noncompliance with the UST regulations appear to have been the responsibility of the Werners.

EPA has learned based on new and additional information that Mr. Laducer does not share in any of the profit from the United C-Store. Mr. Laducer charges the Werners \$612.00 per month to cover a Small Business Administration loan in the amount of \$600.00 and monthly insurance costs of \$12.00. Mr. Laducer derives no economic benefit from the operation of the United C-Store, including the UST systems.

EPA determined based on conversations with both Mr. Laducer and Mr. Werner post-filing the Complaint that Mike Werner is an “operator” of the UST systems at the United C-Store facility within the meaning of RCRA § 9001(3), 42 U.S.C. § 6991(3). Mr. Werner plays an active role in the operation of the United C-Store facility including conducting facility lease negotiations, representing United C-Store in business dealings with Mr. Laducer and the general business community, and performing routine facility operation and maintenance. In the Answer filed by Mr. Werner on May 12, 2008, he refers throughout the document as “we” on behalf of himself and his wife in responding to the allegations set forth in the initial Complaint.

In the initial Complaint, Complainant named Mr. Laducer as a Respondent based on his role as property owner, in addition to naming Debra Werner as operator. EPA sought to name Mr. Laducer based on the assumption that he maintained a degree of control and authority over the facility and UST systems based on his status as property owner. Upon review and consideration of the information provided by Mr. Laducer after filing the Complaint, however, it is apparent that Mr. Laducer delegated UST operation and maintenance control to the Werners, and the Werners knowingly accepted this responsibility. Further, the additional information establishes that Mr. Laducer and the Werners had an agreement concerning UST compliance and responsibilities, and that Mr. Laducer satisfied his obligations. The Werners, to the contrary, did not meet their obligations agreed to under the lease agreement specifically concerning UST compliance, and environmental compliance in general. The UST violations alleged in the Complaint resulted from the Werners failure to properly operate and maintain the USTs within the scope of their control and authority.

Standard for Amending a Complaint

Section 22.14(c) of the Rules of Practice, 40 C.F.R. § 22.14(c), provides that the Complainant may amend the complaint once as a matter of right at any time before the answer is filed, and otherwise the Complainant may amend the complaint only upon motion granted by the presiding judge. This particular matter presents somewhat of a unique situation in that one named Respondent filed an answer to the initial complaint and the other did not. To avoid any prejudice or inequity to Ms. Werner who filed an answer already in this matter, Complainant is erring on the side of caution by seeking to amend the complaint by motion.

The Rules of Practice do not provide a standard for determining when leave to amend should be granted. Rule 15(a) of the Federal Rules of Civil Procedure provides that “leave [to amend a complaint] shall be freely given when justice so requires.” The Supreme Court has interpreted Rule 15(a) to mean that leave to amend pleadings should be given freely in the absence of any apparent or declared reason, such as undue delay, bad faith, or dilatory motive on the movant’s part, repeated failure to cure deficiencies by previous amendment, undue prejudice, or futility of amendment. *In the Matter of City of St. Charles, Illinois*, Docket No. CWA-04-2008-5192, 2008 EPA ALJ EEXIS 15 (April 8, 2008), citing *Foman v. Davis*, 371 U.S. 178, 182 (1962).

The most significant of the *Foman* factors is whether the amendment would unduly prejudice the opposing party. *Carroll Oil Company*, 10 E.A.D. 635, 650, 2002 EPA App. LEXIS 14 (EAB 2002). Undue prejudice has been discussed as follows:

[N]early every amendment results in some prejudice to the non-moving party. New discovery and some delay inevitably follow when a party significantly supplements its pleadings. The test in each case, then, must be whether *undue* prejudice would result. The district court, in exercising its discretion, must balance the general policy behind [FRCP] Rule 15 that controversies should be decided on the merits--against the prejudice that would result from permitting a particular amendment. Only where the prejudice outweighs the moving party's right to have the case decided on the merits should the amendments be prohibited. * * * In balancing these interests, the court will consider the position of both parties and the effect the request might have on them. Thus, the court will inquire into the hardship to the moving party if leave to amend is denied, the reasons for the moving party failing to include the material to be added in the original pleading, and the injustice resulting to the party opposing the motion should it be granted.

McCann v. Frank B. Hall & Co., 109 F.R.D. 363, 365, 1986 U.S. Dist LEXIS 29844

(N.D. Ill. Jan. 30, 1986)(citing, *inter alia*, *Alberto-Culver Co. v. Gillette Co.*, 408 F.

In the Matter of James K. Laducer and Debra Werner
Memorandum in Support – Page 5

Supp. 1160, 1161 (N.D. Ill. 1976) and 6 Wright, Miller & Cooper, Federal Practice & Procedure § 1487 at p. 429 (2nd ed. 1990).

A review of judicial actions wherein the judge considered whether amending the complaint may unduly prejudice the opposing party supports Complainant's Motion in this matter. The Court held in *Nesselrotte v. Allegheny Energy, Inc.*, that no prejudice existed where the trial date was not set, the case was less than a year old, and additional discovery could be worked into case schedule. *Nesselrotte v. Allegheny Energy, Inc.*, Civ. No. 06-01390 2007 U.S. Dist. LEXIS 79147 *14-15 (W.D. Pa., Oct. 25, 2007). Prejudice that is sufficient to deny a motion to amend a pleading must be such that the non-moving party was "unfairly disadvantaged or deprived of the opportunity to present facts or evidence which it would have offered had the ... amendments been timely." *Bechtel v. Robinson*, 886 F.2d 644, 652 (3rd Cir. 1989)(quoting *Heyl & Patterson Int'l v. F.D. Rich Housing*, 663 F.2d 419, 426 (3 Cir. 1981). In addition, "the court should consider judicial economy and whether the amendments would lead to expeditious disposition of the merits of the litigation." *Chitimacha Tribe of Louisiana v. Harry L. Laws Co.*, 690 F.2d 1157, 1163 (5th Cir. 1982). In this particular matter, Debra or Mike Werner's opportunity to contest the facts alleged and/or penalty proposed will not be disadvantaged or delayed by amending the complaint as no prehearing order or hearing date has yet to be scheduled.

Discussion

No undue prejudice exists in this case, as it is still in the very early stages of litigation. Only Ms. Werner has filed an answer to the complaint. No answer has been filed as of yet by Mr. Laducer. Because of Mr. Laducer's outstanding answer, the case has not been

referred to the Office of the Administrative Law Judges for assignment, and no Prehearing Order has been issued establishing dates for the filing of the parties' prehearing exchanges or a date for hearing. In order to ensure a fair and equitable process, it is necessary for the Motion to be granted dismissing Mr. Laducer from this proceeding for good cause shown. It is equally imperative that Mr. Werner be added as a Respondent so that the action addresses all persons subject to the relevant statutory and regulatory requirements. All other substantive components of the Complaint will remain unchanged, including the proposed penalty amount of \$42,896.

LEASE

MAILED
OFF TOP
6-15-06

Office
COPY

THIS LEASE, Made the day and year hereafter written, between JAMES K. LADUCER, of 4616 Earhart Lane, Bismarck, North Dakota 58504, as landlord, hereafter called LADUCER, and UNITED OIL AND GAS OF BOTTINEAU, of PO Box 386, Bottineau, North Dakota 58318, as tenant, hereafter called UNITED OIL.

WITNESSETH: That Laducer, as owner of the following described lands, does let and United Oil does lease, the following described real property on the terms and conditions hereafter stated:

DESCRIPTION OF PROPERTY: The property covered by this Lease (the premises) is:

BIA #7 South
commonly known as Speedy Stop Convenience Store, Belcourt, North Dakota
Consisting of a one floor building of approximately 2,145 square feet

TERM OF LEASE: This Lease shall be for a term of one (1) year, commencing on June 1, 2006 and ending on May 31, 2007.

USE OF PROPERTY: The property described herein is to be used for the purpose of a convenience store and gas station. United Oil shall restrict the use of the premises to such purpose, and shall not use or permit the use of the property for any other purpose without the written consent of Laducer.

RENT: United Oil shall pay rent in the sum of Six Hundred Fifteen Dollars (\$615.00) per month, payable in advance, first payment due on or before June 1, 2006, and a like payment on or before the first day of each month thereafter, during the term of this Lease.

DELIVERY OF POSSESSION: If Laducer, for any reason, cannot deliver possession of the premises to United Oil at the commencement of the Lease term, this Lease shall not be void or voidable, nor shall Laducer be liable to United Oil for any loss or damage resulting therefrom. However, in this event there shall be a prorata reduction of rent covering the period between the stated commencement of the Lease term and the time when Laducer can deliver possession.

UTILITIES: United Oil agrees to timely pay, when due, all charges for utilities.

including, but not limited to, all charges for water and water service, refuse removal, electricity, telephone and natural gas, incurred during the entire term of this Lease.

TAXES AND ASSESSMENTS: United Oil shall pay all real estate taxes and special assessments, if any, levied against the premises during the term of the Lease.

INSURANCE: United Oil shall insure the improvements on the premises against loss by fire, lightning, explosion, windstorm, and other casualty with loss clauses payable to Laducer. Upon the occurrence of any loss, Laducer may elect not to repair the premises, and should Laducer elect not to repair the premises, United Oil may elect to thereupon terminate the Lease with no further obligation. If Laducer elects to repair the premises, this Lease shall continue except that United Oil's rent shall abate during the period United Oil is unable to use the premises during the repair period. United Oil shall be responsible for insurance coverage on its own property on said premises. It is further agreed by the parties, if permitted by their applicable policies of insurance, that each party does release the other from any claim for recovery for any loss or damage which is insured under valid and collectible insurance policies, to the extent of any recovery collectible under such insurance.

PERSONAL INJURY LIABILITY INSURANCE: United Oil shall maintain in effect throughout the term of this Lease personal injury liability insurance covering the premises and its appurtenances (including sidewalks and driveways fronting thereon) in the amount of \$500,000.00 for injury to or death of any one person, and \$1,000,000.00 for injury to or death of any number of persons in one occurrence. This insurance shall specifically insure United Oil against all liability assumed by it hereunder, as well as liability imposed by law. The policy of insurance shall be written by a company and in form satisfactory to Laducer. United Oil shall pay all the premiums therefor and deliver such policy, or certificate thereof, to Laducer, and in the event of the failure of United Oil to do so, Laducer shall be entitled, but shall have no obligation, to secure such insurance and pay the premium therefor, which premium shall be forthwith repayable to Laducer, and the failure to repay the same shall carry with it the same consequence as failure to timely pay rent. The insurer shall agree, by endorsement on the policy issued by it, or by independent instrument furnished to United Oil, that it will give to United Oil

thirty (30) days written notice before the policy will be altered or cancelled. Leducer agrees that it will not unreasonably withhold its approval as to the form or the insurance company selected by United Oil.

ENVIRONMENTAL ASSURANCE: United Oil agrees to comply with all state and federal laws and requirements regarding the operation of a gas station facility. This includes appropriate periodic testing and compliance, if any, with orders or directives as required by the Environmental Protection Agency or North Dakota State Department of Health. Leducer shall have the right to review any environmental records, including copies of inspection reports, from regulatory agencies which impact the facility during the term of the Lease.

AFFIXING AND REMOVING PROPERTY: United Oil may affix personal property to the premises as may be required in its business operations, which fixtures shall remain the property of United Oil. If not then in default, United Oil shall have thirty days after the expiration of the Lease to remove any of said property, but shall not be obligated to do so. Should United Oil remove any of said personal property so affixed, United Oil shall repair any holes or damage and shall restore the surface on which the fixture was installed to its pre-installation condition. Further, should any of United Oil's affixed property replace property now on the premises, such affixed property shall become the property of Leducer. Should United Oil be in default Leducer shall have a possessory lien on all United Oil's personal property so affixed, and the fixtures may not be removed until the default is cured.

ALTERATION: No alteration, improvement or addition to the premises shall be made without the written consent of Leducer, and they shall become the property of Leducer, unless prior to the making thereof, United Oil obtains Leducer's written consent to remove them upon termination of the Lease, which consent shall be deemed automatically rescinded should this Lease be terminated because of default by United Oil.

SNOW REMOVAL: United Oil agrees to timely remove snow and ice accumulation from the public sidewalks adjoining the premises, and to save Leducer harmless from responsibility therefore.

MAINTENANCE AND REPAIRS: United Oil agrees to timely keep, maintain and

repair the premises, and the improvements located thereon, in good, orderly, and clean condition, ordinary wear and depreciation excepted, all at no cost to Laducer, provided, that that part of any repair to the building structure, roof (exclusive of replacement of glass), heating, air conditioning and electrical system and plumbing, which is agreed to, in writing, by Laducer, shall be paid through a reduction in monthly payments, if Laducer is first given notice of the need for repair. Laducer shall be responsible for timely replacement of all glass.

SAVE HARMLESS: United Oil agrees to comply with all laws and ordinances and not to do or permit the doing of things on the premises which may injure or endanger the premises or other persons or property and United Oil agrees to save Laducer harmless from any claim for damages or injury arising out of United Oil's use and occupation of the premises.

WARRANTY OF TITLE: Laducer agrees to warrant and defend United Oil's peaceable enjoyment of the premises and United Oil shall have the right to redeem from default, any mortgage, tax or other lien owing by United Oil, and upon so doing, shall be subrogated to the rights of the lien holder, and may offset such redemption against rents due under the Lease.

ASSIGNMENT AND SUBLETTING: The credit, reputation and ability of United Oil is part of the inducement to Laducer to enter into this Lease, and, therefore, United Oil may not assign this Lease or sublet part or all of the premises without Laducer's written consent, and any consented to assignee or sub-lessee shall take the premises subject to the terms of this Lease.

RIGHT OF ENTRY: Laducer or his designated agents shall have the right to enter upon the premises at all reasonable times for the purpose of inspecting the premises or showing it to prospective purchasers, and shall be free to place for rent signs thereon during the last thirty (30) days of the Lease term.

CONDEMNATION: If the whole of the premises, or such portion thereof as will make the premises unsuitable for the purposes herein leased, is condemned for any public use or purpose by any legally constituted authority, then in either event this Lease shall cease from the time when possession is taken by such public authority and the rent shall be accounted for and prorated to the date of the surrender of possession. Such termination shall be without prejudice to the rights of either Laducer or United Oil to recover compensation from the condemning

authority for any loss or damage to their respective rights caused by such condemnation. Neither Laducer nor United Oil shall have any rights in or to any award made to the other by the condemning authority.

LATENT DEFECTS: United Oil shall not be liable for any latent defects in the leased property or in any building or improvement thereon.

HOLD OVER: Should United Oil hold over after the expiration of the Lease, or any renewal of the Lease, it is agreed that the hold over shall be deemed a tenancy by the month only, and either party may terminate such tenancy by giving thirty (30) days written notice.

NOTICES: Any notice given under this Lease may be given by mailing written notice, postage prepaid, to the addresses stated above, time to commence on date of mailing. Written notice of change of address may be given at any time.

POSSESSION: United Oil shall have possession of the premises on June 1, 2006.

DEFAULT: Should either party fail to perform any of their agreements herein contained, and fail to cure their default within thirty (30) days after notice by the injured party, then the injured party may elect to forthwith terminate this Lease or bring action to enforce the Lease and for this purpose, shall have all remedies allowed or provided by North Dakota law, which remedies shall be cumulative.

RIGHT OF FIRST REFUSAL ON SALE: Laducer agrees not to sell the premises or the improvements located thereon during the Lease term or any renewal thereof without giving United Oil the right of first refusal to purchase. In this connection, Laducer agrees to give United Oil written notice of the price and terms of any proposed sale by Laducer. United Oil shall have thirty (30) days of the date of said notice to accept said price and terms. Should United Oil fail to accept said price and terms within said time, Laducer shall be free to sell the property on said price and terms free of this right. Should Laducer reduce the price or change the terms, Laducer agrees to give United Oil ten (10) additional days to accept said reduced price or changed terms. It is agreed that a sale of the premises by Laducer terminates this Lease or any renewal then in effect.

INTEREST: Should United Oil fail to timely pay rent or pay when due any other sums

required of it under the Lease, and which other sums are paid by Laducer, said delinquent rent and other sums shall bear interest at eighteen percent (18%) from the due date until paid.

DEPENDENT COVENANTS: United Oil's obligation to timely pay rent is conditioned on Laducer's timely performance of all its obligations as landlord under the Lease and should Laducer fail to timely perform, after written notice, within thirty (30) days of written notice (or within a reasonable time if performance cannot be accomplished within said time) United Oil may elect to either terminate the lease or offset the reasonable cost of performance from future rents due hereunder.

SALE OF PREMISES: Should Laducer decide to sell the premises, United Oil may elect to terminate this Lease upon giving Laducer at least thirty (30) days advance written notice.

ENTIRE AGREEMENT: This Lease constitutes the entire agreement of the parties and it may not be changed, modified or terminated, only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

OPTION TO RENEW: United Oil shall have the option to renew this Lease for an additional one (1) year term on the same terms and conditions except that the rent shall be adjusted upward pursuant to agreement. This option to renew must be exercised by United Oil giving written notice to Laducer at least thirty (30) days before the expiration of the term.

THIS AGREEMENT, Shall be binding upon the parties hereto, their heirs, administrators, executors, successors or assigns.

Dated at Bellevue, North Dakota, this 10 day of June, 2006.



JAMES K. LADUCER

UNITED OIL AND GAS OF BOTTINEAU

By Mike Warner

MIKE WARREN WERNER
Its Manager

April 28, 2008

Ms. Amy Swanson
US Environmental Protection Agency Region 8
1595 Wynkoop Street
Denver, CO 80202-1129

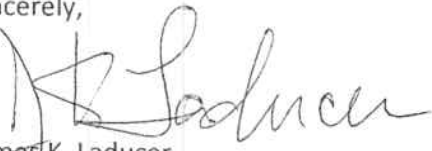
Dear Ms. Swanson,

RE: In the Matter of James Laducer and Debra Werner, United C-Store Facility
Docket No. RCRA-08-2008-0005
Complaint and Notice of Opportunity for Hearing

Per conversation on Monday, April 28, 2008, you will find enclosed the Lease Agreement between James K. Laducer and United Oil, per your request.

Please call with any questions or comments you may have at **701-667-1980**.

Sincerely,



James K. Laducer
Owner/President

Quam Petroleum Service, Inc.
 4720 HWY. 6 S
 Mandan, ND 58554
 USA

Statement

Statement Date:
 Aug 3, 2007

Voice: 701-663-3732
 Fax: 701-663-3650

Customer Account ID:
 UNITED C - STORE

Account Of: UNITED C - STORE
 PO BOX 386
 Bottineau, ND 58318

% Speedy Stop

Amount Enclosed
 \$ _____

Date	Due Date	Invoice	Paid	Description	Amount	Balance
5/18/07	5/28/07	10677		PO# %SPEEDY STOP	242.00	242.00
7/11/07	7/21/07	10723		PO# %SPEEDY STOP	3,180.37	3,422.37
7/17/07	7/27/07	10730			45.99	3,468.36
8/3/07	8/13/07	10739		<i>% Speedy stop</i>	90.00	3,558.36

Jim,
 Following highlighted # amounts are what Mike Werner said to bill to you. The total is \$3,512.37

Jim I have also enclosed 2 - outstanding invoices for Speedy Stop from when Leon had the store, + the balances of them.

If you have any? please call me @ 663-3732 Thank

Ardis Quam.

Total	3,558.36
-------	----------

0 - 30	31 - 60	61 - 90	Over 90 days
3,316.36	0.00	242.00	0.00

Quam Petroleum Services, Inc.
 4720 HWY. 6 S
 Mandan, ND 58554
 USA

Invoice
 Invoice Number:
 10677

Invoice Date:
 May 18, 2007

Voice: 701-663-3732
 Fax: 701-663-3650

Page:
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Sold To: *James Hadjicou* Ship to:
~~UNITED C - STORE~~
~~PO BOX 386~~ *201 Missouri Rd.*
~~Bottineau, ND 58318~~ *Mandan, ND 58554*

Customer ID	Customer PO	Payment Terms	
UNITED C - STORE	%SPEEDY STOP	Net 10 Days	
F.O.B. Mandan	Shipping Method	Ship Date	Due Date
	Courier		5/28/07

Quantity	Item	Description	Unit Price	Extension
1.00		OMPS 200 POWER SUPPLY	135.00	135.00
1.00		SERIAL LINK	7.00	7.00
1.00		SLTA-10	50.00	50.00
1.00		MODEM	50.00	50.00

Subtotal 242.00
 Sales Tax
 Freight
 Total Invoice Amount 242.00
 Payment Received
TOTAL 242.00

Check No:

Quam Petroleum Services, Inc.
 4720 HWY. 6 S
 Mandan, ND 58554
 USA

Invoice
 Invoice Number:
 10723

Invoice Date:
 Jul 11, 2007

Voice: 701-663-3732
 Fax: 701-663-3650

Page:
 1

Duplicate

Sold To: *James Ladouceur* Ship to:
~~UNITED C - STORE~~ *201 Missouri Dr.*
~~PO BOX 386~~ *Mandan, ND 58554*
~~Bottineau, ND 58318~~

Customer ID	Customer PO	Payment Terms	
UNITED C - STORE	%SPEEDY STOP	Net 10 Days	
F.O.B. Mandan	Shipping Method	Ship Date	Due Date
	Courier		7/21/07

Quantity	Item	Description	Unit Price	Extension
12.00		HRS. LABOR - JERRY ARRIVED ON SITE & REPAIRED PUMP#1, TESTED OK. REWIRED PRO-LINK, PROGRAMMED, TESTED, TESTED OK. SUBMERSIBLE	72.50	870.00
12.00		HRS. LABOR - JEREMIAH ASSIST IN ABOVE COMPLETED WORK.	45.00	540.00
1.00		SERIAL LINK	525.00	525.00
2.00		RJ RELAY BOXES	100.00	200.00
1.00		SHOP SUPPLIES	50.00	50.00
1.00		NIGHT SUBSISTANCE	150.00	150.00
200.00		MILEAGE	3.50	700.00
		NOTE - WILL ORDER TRANSDUCER & SEND FOR SOUTH SUBMERSIBLE. ALSO WILL SEND OUT 18" MANHOLE, OM-100 PAPER, 2 - RIBBONS. WILL BILL THESE ITEMS WHEN SENT OUT. AS PER JERRY - CREDITS AS FOLLOWS		
-1.00		RELAY BOXES	50.00	-50.00

SUBSISTANCE

Check No:

Subtotal	Continued
Sales Tax	Continued
Freight	
Total Invoice Amount	Continued
Payment Received	
TOTAL	Continued

Invoice

Quam Petroleum Services, Inc.
 4720 HWY. 6 S
 Mandan, ND 58554
 USA

Invoice Number:
 10723

Invoice Date:
 Jul 11, 2007

Voice: 701-663-3732
 Fax: 701-663-3650

Page:
 2

Duplicate

Sold To: ~~UNITED C - STORE
 PO BOX 386
 Bottineau, ND 58318~~ *Game Laducee* Ship to:
201 Missouri Dr.
Mandan, ND 58554

Customer ID	Customer PO	Payment Terms	
UNITED C - STORE	%SPEEDY STOP	Net 10 Days	
F.O.B. Mandan	Shipping Method	Ship Date	Due Date
	Courier		7/21/07

Quantity	Item	Description	Unit Price	Extension
-1.00			25.00	-25.00
-1.00		MILEAGE	200.00	-200.00
-2.00		HRS LABOR - JERRY	72.50	-145.00
-2.00		HRS LABOR - JEREMIAH	45.00	-90.00
1.00		244-006-5 - TRANSDUCER - sent out on 7-24-07	650.00	650.00
1.00		FREIGHT OUT ON TRANSDUCER	5.37	5.37

Subtotal	3,180.37
Sales Tax	
Freight	
Total Invoice Amount	3,180.37
Payment Received	
TOTAL	3,180.37

Check No:

Invoice

Invoice Number:
10739

Invoice Date:
Aug 3, 2007

Page:
1

Quam Petroleum Services, Inc.
4720 HWY. 6 S
Mandan, ND 58554
USA

Voice: 701-663-3732
Fax: 701-663-3650

Sold To: ~~UNITED C - STORE
PO BOX 388
Bottineau, ND 58318~~ *Jerome Hadjicec* Ship to:
*201 Missouri St.
Mandan, ND 58554*

Customer ID	Customer PO	Payment Terms	
UNITED C - STORE		Net 10 Days	
F.O.B. Mandan	Shipping Method	Ship Date	Due Date
	Courier		8/13/07

Quantity	Item	Description	Unit Price	Extension
1.00		18" MANHOLE - TO BE PICKED UP BY CUSTOMER - <i>Mike Werner</i>	90.00	90.00

Subtotal 90.00
Sales Tax
Freight
Total Invoice Amount 90.00
Payment Received
TOTAL 90.00

Check No:

Quam Petroleum Services, inc.
4720 HWY. 6 S
Mandan, ND 58554
IISA

Statement

Statement Date:
 Aug 3, 2007

Voice: 701-663-3732
 Fax: 701-663-3650

Customer Account ID:
 Speedy Stop

Account Of: Speedy Stop
 Box 487
 BIA #7
 Belcourt, ND 58316

Amount Enclosed
 \$ _____

Date	Due Date	Invoice	Paid	Description	Amount	Balance
12/31/05				Balance Fwd		1,400.00
					Total	1,400.00

0 - 30	31 - 60	61 - 90	Over 90 days
0.00	0.00	0.00	1,400.00

Invoice

Invoice Number:
9750

Quam Petroleum Services, Inc.
2325 Hwy 10
Mandan, ND 58554
USA

Invoice Date:
May 20, 2004

Voice: 701-663-3732
Fax: 701-663-3650

Page:
1

Duplicate

Sold To:
Speedy Stop
Box 487
BIA #7
Belcourt, ND 58316

Ship to:

Customer ID	Customer PO	Payment Terms	
Speedy Stop		Net 10 Days	
F.O.B. Mandan	Shipping Method	Ship Date	Due Date
	Courier		5/30/04

Quantity	Item	Description	Unit Price	Extension
12.00		LABOR - JERRY ARRIVE ON SITE 5-17-04, PULLED OLD CABLES OUT OF CONDUIT, REPLACED W/NEW MONITOR CABLE. REPROGRAMMED TANK MONITOR, RUN TESTS & LINE TEST.	65.00	780.00
12.00		LABOR - JEREMIAH 5-17-04, ASSIST IN ABOVE MENTIONED WORK.	45.00	540.00
300.00		FT. OF MONITOR CABLE INSTALLED	1.00	300.00
1.00		NIGHT SUBSISTANCE	150.00	150.00
5.00		LABOR - JERRY BACK ON SITE 5-18-04, REPLACED 1- TRANSDUCERS, & 1- FUNCTIONAL ELEMENT, TESTED OK. ONE TRANSDUCER STILL BAD, WILL SEND OUT & RETURN TO INSTALL. CHECKED NORTH TANK PSI, LINE IS GOOD. SEALED ALL CONNECTIONS. ALSO REPLACED 2 - ARM ASSEMBLIES IN PUMP #1 & #2, TESTED OK.	65.00	325.00
5.00		LABOR - JEREMIAH 5-18-04, ASSIST	45.00	225.00

IN ABOVE MENTION WORK

Check No:

	Subtotal	Continued
	Sales Tax	Continued
	Freight	
	Total Invoice Amount	Continued
	Payment Received	
	TOTAL	Continued

Invoice

Quam Petroleum Services, Inc.
 2325 Hwy 10
 Mandan, ND 58554
 USA

Invoice Number:
 9750

Invoice Date:
 May 20, 2004

Voice: 701-663-3732
 Fax: 701-663-3650

Page:
 2

Duplicate

Sold To:
 Speedy Stop
 Box 487
 BIA #7
 Belcourt, ND 58316

Ship to:

Customer ID	Customer PO	Payment Terms	
Speedy Stop		Net 10 Days	
F.O.B. Mandan	Shipping Method	Ship Date	Due Date
	Courier		5/30/04

Quantity	Item	Description	Unit Price	Extension
1.00		RJ TRANSDUCERS INSTALLED. WILL	600.00	600.00
		BILL 2ND TRANSDUCER UPON INSTALL.		
1.00		RJ PRECISION FUNCTIONAL ELEMENT	104.00	104.00
		INSTALLED		
1.00		TOKHEIM ARM ASSEMBLIES INSTALLED	75.00	75.00
1.00		SHOP SUPPLIES	50.00	50.00
180.00		MILEAGE	2.75	495.00

Subtotal 3,644.00
 Sales Tax
 Freight
 Total Invoice Amount 3,644.00
 Payment Received
TOTAL 3,644.00

Check No:

Bal Due to
 Yma
 Vc #797 74

Invoice

Invoice Number: 9762

Invoice Date: Jun 8, 2004

Page: 1

Quam Petroleum Services, Inc.
2325 Hwy 10
Mandan, ND 58554
USA

Voice: 701-663-3732
Fax: 701-663-3650

Duplicate

Sold To:
Speedy Stop
Box 487
BIA #7
Belcourt, ND 58316

Ship to:

Customer ID	Customer PO	Payment Terms	
Speedy Stop		Net 10 Days	
F.O.B. Mandan	Shipping Method	Ship Date	Due Date
	Courier		6/18/04

Quantity	Item	Description	Unit Price	Extension
2.00		LABOR - JEREMIAH ARRIVED ON SITE 6-7-04, & INSTALLED 2ND TRANSDUCER, TESTED , TESTED OK.	22.50	45.00
1.00		MILEAGE - NOTE NO CHARGE FOR THIS TRIP AS PER JERRY QUAM.		
1.00		TRANSDUCER INSTALLED	600.00	600.00

Subtotal 645.00
Sales Tax
Freight 7.26
Total Invoice Amount 652.26
Payment Received
TOTAL 652.26

Check No:

Induser & Associates, Inc.

VENDOR ID		NAME	PAYMENT NUMBER	CHECK DATE	24767			
QUAM		Quam Petroleum, Inc.	00000000000017301	8/13/2007				
OUR VOUCHER NUMBER	YOUR VOUCHER NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	WRITE-OFF	NET	
0000000000017862	10677	7/31/2007	\$242.00	\$242.00	\$0.00	\$0.00	\$242.00	
0000000000017863	10723	7/31/2007	\$3,180.37	\$3,180.37	\$0.00	\$0.00	\$3,180.37	
0000000000017864	10739	7/31/2007	\$90.00	\$90.00	\$0.00	\$0.00	\$90.00	
0000000000017885	9762	7/31/2007	\$652.26	\$652.26	\$0.00	\$0.00	\$652.26	
0000000000017886	9750	7/31/2007	\$747.74	\$747.74	\$0.00	\$0.00	\$747.74	
			\$4,912.37	\$4,912.37	\$0.00	\$0.00	\$4,912.37	

COMMENT

MOEN ELECTRIC
 1301 SINCLAIR ST.
 P.O. BOX 303
 BOTTINEAU, ND 58318

Invoice

DATE 8/7/07
 INVOICE NO. 4715

BILL TO

LADUCER ASSOCIATES INC
 BELCOURT, ND 58316

SHIP TO

work done at Speedy Stop in Belcourt
 on: 6/1, 6/26, 6/27, 7/10, and 8/2
 Broke up concrete, ran new conduit
 to tanks, moved monitor, and replaced
 tank sensor.

TERMS Due on receipt
 DUE DATE 8/7/07
 SHIP DATE 8/7/07
 PROJECT

QTY	ITEM	DESCRIPTION	RATE	AMOUNT
30	260	FT. 1/2" RIGID CONDUIT	2.26	67.80T
130	261	FT. 3/4" RIGID CONDUIT	2.60	338.00T
10	222	FT 3/4" EMT CONDUIT	0.98	9.80T
2	225	3/4" WT CONNECTOR	0.89	1.78T
1	527	HUB MEYERS 1"	5.45	5.45T
4	UNY105	1/2 INCH MALE UNION	16.56	66.24T
2	EYS116	CRH-1/2 FEM/MALE COND SEAL	24.21	48.42T
14	210	1/2X3/4 RE BUSH	3.30	46.20T
4	UNY205	CRH UNY215 3/4 MALE UNION	23.55	94.20T
6	EYS216	EYS216 3/4 FEM/MALE CONDUIT SEAL	28.50	171.00T
6	GUP215	CRH GUP215 JCT BOX	107.50	645.00T
3	627	NIPPLE 1/2 X 2"	1.10	3.30T
2	633	NIPPLE 3/4 X 3"	1.40	2.80T
2	634	NIPPLE 3/4 X 5"	1.05	2.10T
1	A4424RT	HOF A4424RT NEMA 3R TROUGH	80.80	80.80T
500	880B	FT. #14 THHN WIRE	0.15	75.00T
1,250	881	FT #12 THHN	0.26	325.00T
4	212	FT 1/2" EMT CONDUIT	0.46	1.84T
2	222	FT 3/4" EMT CONDUIT	0.98	1.96T
5	235	1" WT CONN	1.08	5.40T
5	239	1" EMT STRAP	0.25	1.25T

Thank you!

Total

WE NOW HAVE A DROP BOX AT THE SHOP, ON THE DOOR.

MOEN ELECTRIC
 1301 SINCLAIR ST.
 P.O. BOX 303
 BOTTINEAU, ND 58318

Invoice

DATE INVOICE NO.
 8/7/07 4715

BILL TO

LADUCER ASSOCIATES INC
 BELCOURT, ND 58316

SHIP TO

work done at Speedy Stop in Belcourt
 on: 6/1, 6/26, 6/27, 7/10, and 8/2
 Broke up concrete, ran new conduit
 to tanks, moved monitor, and replaced
 tank sensor.

TERMS	DUE DATE	SHIP DATE	PROJECT
Due on receipt	8/7/07	8/7/07	

QTY	ITEM	DESCRIPTION	RATE	AMOUNT
1	4S	4" SQ. 2 1/8 DEEP BOX	2.08	2.08T
1	045	COVER 4" SQ BLANK	0.70	0.70T
1	211	3/4X1" RE BUSH	3.05	3.05T
4	1/2 CON	1/2 CABLE CONNECTOR	9.10	36.40T
2	COMP	SEALING COMPOUND 8 OZ.	4.25	8.50T
		SUBTOTAL OF TAXABLE ITEMS		2,044.07
41	L	HR LABOR LOREN (incl. road time)	40.00	1,640.00
165	MILEAGE	CHG. PER MI. FROM BOTNO ONE WAY (5 trips)	1.00	165.00
		SALES TAX	5.00%	102.20

Thank you!

Total \$3,951.27

WE NOW HAVE A DROP BOX AT THE SHOP, ON THE DOOR.

VENDOR ID		NAME	PAYMENT NUMBER	CHECK DATE	25032
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MOEN	Moen Electric	00000000000017596	10/12/2007
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OUR VOUCHER NUMBER	YOUR VOUCHER NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	WRITE-OFF	NET
00000660000018215	4715	10/12/2007	\$3,951.27	\$3,951.27	\$0.00	\$0.00	\$3,951.27
			\$3,951.27	\$3,951.27	\$0.00	\$0.00	\$3,951.27

COMMENT

DELUXE BUSINESS FORMS, INC. 25033

VENDOR ID		NAME	PAYMENT NUMBER	CHECK DATE				
RAND		Randy's Concrete Const.	0000000000017597	0/12/2007				
OUR VOUCHER NUMBER	YOUR VOUCHER NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	WRITE-OFF	NET	
0000000000018216	289497	10/12/2007	\$650.00	\$650.00	\$0.00	\$0.00	\$650.00	
			\$650.00	\$650.00	\$0.00	\$0.00	\$650.00	

COMMENT



Fargo Glass and Paint Co.

INVOICE

A FRIENDLY HOUSE
 HWY 2 & 52 BYPASS
 P.O. Box 1287
 MINOT, ND 58702-1287
 Tel 701-852-3576
 Fax 701-852-0209

Invoice #	962632
Invoice Date	9/25/2007
Completed	0/0/0000

UNITED C-STORE
 PO BOX 386

S C STORE
 H
 I
 P BELCOURT

BOTTINEAU

ND
 58318-0000

ND 58316-0000

Account # UNITBOTT06	Ship Date	Ship Via INSTALL	Ticket 912870	Job # 77-39
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Reference	Salesman 020	Purchase Order	Order Date 9/25/2007	Keyed by MCC	Terms NET ON COMPLETION
-----------	-----------------	----------------	-------------------------	-----------------	----------------------------

Description	Quantity Shipped	Price	Total
ONE STEEL ENTRANCE FURNISHED AND INSTALLED AS PER QUOTE.	1.00	2,097.00	2,097.00

Please Mail all Payments to
 PO Box 1287
 Minot, ND 58702

Subtotal	2,097.00
Tax	
Misc/Drop	
Labor	
Freight	
Total	2,097.00

Comments

WALSH & ASSOCIATES, INC. VENDOR ID NAME PAYMENT NUMBER CHECK DATE 25034

FARGO Fargo Glass and Paint Co. 00000000000017598 10/12/2007

OUR VOUCHER NUMBER	YOUR VOUCHER NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	WRITE-OFF	NET
00000000000018217	962632	10/12/2007	\$2,097.00	\$2,097.00	\$0.00	\$0.00	\$2,097.00
			\$2,097.00	\$2,097.00	\$0.00	\$0.00	\$2,097.00

COMMENT

MAY 24 2006

(2)

Boston

Per our conversation this morning. United Oil + Gas Inc is interested in leasing The Speedy Stop building etc located in Belmont North Dakota for the sum of \$600.00 per month. The monthly lease will stay at this price per our conversation. United Oil + Gas Inc will be responsible for monthly rent, utilities, renters insurance and property taxes effective June 1st, 2006. As discussed a gas pump needs new reader boards Gas monitoring system needs to be repaired and working. Also lighting at gas pump island and front lighting on building needs repairs. This per our conversation would be paid for by Boston Fuelers. After this initial repair list United Oil + Gas would be responsible for the general repairs on said equipment.

United Oil + Gas Inc is interested in this lease agreement provided Leon Morin is to stay managing the station which Leon has agreed to do.

1

P.O. Box 386
Bottineau, ND 58318
Phone: 701-228-3000
Fax: 701-228-3012



Fax



To: Boston Saducer From: Mike Wrennan
 Fax: 701-667-2970 Pages: 2 including cover
 Phone: 701-667-1980 Date: 5-25-06
 Re: _____ CC: _____

Urgent For Review Please Comment Please Reply Please Recycle



Mobil



Comments: Boston army further questions
give Delr or I a call any time.
@ 1-888-333-9767 or 701-228-3000



United Propane
 A Division of United Oil & Gas, Inc.

Boston Fueler

These are 2 other bills relating to the repairs done to the gas pump monitoring system which was not put in correctly and mandatory to have in place and working properly. Which was discussed prior to us taking it over.

Moer Electric \$ 3951.27

Randy's Concrete \$ 650.00

The only other bill will be from Fargo Glass + Paint for front door. I will forward it to you when completed.

Boston So far we have spend over \$ 8000.00 ourselves on the store.

Replaced casher counter + drawers

New deck under counters.

New siding outside + paint

Lights, balasts etc.

Computer boards for pumps

3- Loads compaction gravel for yard + Bobcat work

We still have approximately \$ 2000 to \$ 2500.00 more to put into the store inside which we are paying for as well.

9-18-07

Boston you mentioned possibly raising the rent because of what you have had to pay out. This was discussed before.

We are not asking for anything for the \$10,000.00 + we have and are putting into the store.

If you plan on raising it we hope this can wait at least until we can benefit something out of that store ourselves. So far we have not.

Sincerely Mike Weiner

P.S. If you have any questions give me a call 701-228-3000.

Boston

Here is the final bill for
the front door on the C-Store
in Belmont. You have any questions
give me a call.

Thanks Sincerely
Mike Werner