



DEPARTMENT OF THE ARMY
TULSA DISTRICT CORPS OF ENGINEERS
1645 SOUTH 101ST EAST AVENUE
TULSA, OKLAHOMA 74128-4609

AUG 14 2015

Real Estate Division
Management

SUBJECT: Fort Gibson Lake, OK; Lease No. DACW56-1-15-317, Expiring Lease No. DACW56-1-10-150

Eddie G. Sinor
Carolyn J. Sinor
PO Box 130
Choteau, Oklahoma, 74337

Dear Mr. & Mrs. Sinor:

I am enclosing two copies of a proposed Lease renewal, No. DACW56-1-15-317, for your review which will authorize continued use and operation of Pryor Creek Marina. Please sign both copies of the lease, as well as the Inventory and Condition Survey (Exhibit F).

Documents entitled Corporate Certificate and "Request for Grantee Social Security Number and/or Taxpayer Identification Number" is enclosed for you to complete in its entirety. The lease **cannot** be processed without these forms.

Although not in your former lease, a recent Executive Order and its implementing rules have necessitated the inclusion of Condition 35 in this renewal lease.

Please sign and date all documents, where indicated, and return them, to the District Engineer, Tulsa District, Corps of Engineers, ATTN: Real Estate Division, Management, 1645 South 101st East Avenue, Tulsa, OK 74128. Once the signed instruments are returned, we will send you an executed copy of the lease for your records.

If you have any questions concerning this matter, please contact (b)(6) USACE Employee Info

Sincerely,

Terry Rupe
Chief, Real Estate Division
Real Estate Contracting Officer

Enclosure
CF (wo/encl):CESWT-OD-EG

(b)(6) USACE Employee Info

(b)(6) USACE Employee Info

R
Rupe
7681

From: [Carolyn Sinor](#)
To: (b)(6) USACE Employee Info
Subject: [EXTERNAL] .lease
Date: Monday, August 24, 2015 8:36:11 PM

Are all Leases worded the same? I am not referring to
The parts about our so-called "violations". I am reading
The parts saying it will be decided by the Grantor "hat we did something to the property and if it is not fixed back to
the Grantor's
Satisfaction, we must pay whatever the Grantor say we should.
IS THIS THREAT PUT IN ALL of only OURS?????

Sent from my iPhone

From: [Carolyn Sinor](#)
To: (b)(6) USACE Employee Info
Subject: [EXTERNAL] Lease
Date: Monday, August 24, 2015 8:38:38 PM

Are all leases worded made the same? Except for parts regarding
Things still needing to be corrected, is every lease worded as this one is?

Sent from my iPhone



DEPARTMENT OF THE ARMY
TULSA DISTRICT CORPS OF ENGINEERS
1645 SOUTH 101ST EAST AVENUE
TULSA, OKLAHOMA 74128-4609

Real Estate Division
Management

SEP 02 2015

SUBJECT: Fort Gibson Lake, Oklahoma; Compliance Inspection Follow-up at Pryor Creek Concession, DACW56-1-15-317

Eddie G. and Carolyn J. Sinor
P.O. Box 130
Chouteau, OK 74337

Dear Mr. and Mrs. Sinor:

A follow up visit by members of my staff and Operation Division was conducted on August 27, 2015. The purpose of this visit was for you to visually see the listed non-compliance deficiencies identified in your lease renewal. It has come to my attention that during this visit you made racial, derogatory comments towards a member of my staff.

This behavior is a direct violation of lease Condition 13 Non-Discrimination. "The Lessee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion." This condition protects not only members of the public, but also members of my staff from discriminatory behavior.

The Tulsa District takes these matters very seriously and this behavior will not be tolerated. Please understand that any future discriminatory behavior towards members of the public or members of my staff will result in immediate revocation of your lease.

Sincerely,

A handwritten signature in cursive script, reading "Terry D. Rupe", is positioned above the typed name.

Terry D. Rupe
Chief, Real Estate Division
Real Estate Contracting Officer

From: [Carolyn Sinor](#)
To: (b)(6) USACE Employee Info
Subject: [EXTERNAL] To: Chief Terry Rupe, Rea.I Estate Division
Date: Tuesday, September 08, 2015 4:22:54 PM

Chief Rupe:

When we first met with you, after you became Chief of the Tulsa District, you made the statement that we would "probably hate" you in the future. You have done everything you possibly could do to our business and ourselves (using your employees to do the "dirty work" log course) to make this come true. What you did not realize, was that I was trained,for over ten years, by both the Federal and State, to deal and cope with then develop people.

(b)(6) PII



ent from my iPhone

From: [Carolyn Sinor](#)
To: (b)(6) USACE Employee Info
Subject: [EXTERNAL] Have not received lease
Date: Friday, September 11, 2015 10:10:07 AM

We are not going to give up 32 years of
Our life's investment for nothing. Eddie would not have said what he did if the
Spider bite on his ankle didn't hurt and
U had not been constantly threatening .
Besides, you laughed when he said it!
No one likes her, but you will do anything to take our lease away, or make it u sellable!
The fence is being built to clean out
Storage, but the Corps removed the
Boats and storage from our business and they should have to pay.
Sent from my iPhone

From: [Polk, Jonathan SWT](#)
To: (b)(6) USACE Employee Info; [Roberts, Dean A SWT](#); (b)(6) USACE Employee Info
Subject: FW: Chouteau Bend Trailer Park Notice of Non-Compliance for Consent Order Case No. 15-083 (UNCLASSIFIED)
Date: Friday, September 25, 2015 11:19:06 AM
Attachments: [image001.jpg](#)
[NON 15-083.pdf](#)
[CO 15-083.pdf](#)

Classification: UNCLASSIFIED
Caveats: NONE

FYI

Jonathan Polk (JP)
Lake Manager
Fort Gibson Project Office
8568 St. Hwy. 251A
Fort Gibson, OK 74434
918-682-4314, Ext 3217
<http://corpslakes.usace.army.mil/visitors/states.cfm?state=OK>

-----Original Message-----

From: Goree, Melissa [<mailto:Melissa.Goree@deq.ok.gov>]
Sent: Friday, September 25, 2015 10:23 AM
To: Polk, Jonathan SWT
Cc: Stratton, Robin; Hammons, John T. (Trevor); Austin, Rick; Goree, Melissa
Subject: [EXTERNAL] Chouteau Bend Trailer Park Notice of Non-Compliance for Consent Order Case No. 15-083

Mr. Polk,

Please see the attached Notice of Non-Compliance for Consent Order Case No. 15-083 (also attached) that the Department of Environmental Quality issued to Chouteau Bend Trailer Park on September 25, 2015. If you have any questions or need any further information, please don't hesitate to contact me.

Thank You,

Signature

Melissa Goree

405.702.6186

Department of Environmental Quality

707 N. Robinson, P.O. Box 1677

Oklahoma City, OK 73101

Visit our website at: Blockedwww.deq.state.ok.us <Blockedhttp://www.deq.state.ok.us/>

Classification: UNCLASSIFIED

Caveats: NONE



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

September 25, 2015

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Eddie & Carolyn Sinor
Chouteau Bend Trailer Park
PO Box 130
Chouteau, OK 74337

RE: Surfacing Sewage in Mayes County, Oklahoma
DEQ Complaint Number 140027
DEQ Case Number 15-083

NOTICE OF NON-COMPLIANCE

Dear Mr. & Mrs. Sinor:

On July 16, 2015, the Department of Environmental Quality (DEQ) filed a signed Consent Order (CO) in which you agreed to:

- (a) Upgrade all lift station alarms to meet current OAC 252:641 regulations by July 31, 2015.
- (b) Repair or replace any part of the on-site sewage treatment system on the above-described property by July 31, 2015, to ensure that sewage no longer surfaces.

In the CO, you also agreed to pay DEQ a penalty in the amount of EIGHT HUNDRED DOLLARS (\$800.00), which DEQ agreed to waive if you complied with the terms of the CO.

On September 14, 2015, DEQ personnel inspected your property and observed that you have failed to:

- (a) Upgrade all lift station alarms to meet current OAC 252:641 regulations.
- (b) Repair or replace any part of the on-site sewage treatment system on the above-described property to ensure that sewage no longer surfaces.

As such, DEQ is not waiving the above-stated penalty. Please contact Robin Stratton within fifteen (15) days of receipt of this letter at (918) 293-1600 or at the address listed on the letterhead to discuss your progress in coming into compliance.

You may submit payment for the penalty of \$800.00 by submitting a check or money order (referencing the above case number and made payable to **THE DEPARTMENT OF ENVIRONMENTAL QUALITY REVOLVING FUND**) within the next 30 days to avoid receiving further collection notices. Your payment should be mailed to the following address:



Accounts Receivable
State of Oklahoma
Department of Environmental Quality
P.O. Box 2036
Oklahoma City, Oklahoma 73101-2036

Thank you in advance for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Collins". The signature is fluid and cursive, with the first name "Gary" written in a larger, more prominent script than the last name "Collins".

Gary Collins, Division Director
Environmental Complaints and Local Services

**OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
ENVIRONMENTAL COMPLAINTS AND LOCAL SERVICES DIVISION**

**IN THE MATTER OF:
EDDIE AND CAROLYN SINOR D/B/A
CHOUTEAU BEND TRAILER PARK,**

RESPONDENTS,

COMPLAINT NO. 140027.

CASE NO. 15-083

**OKLAHOMA
DEPT. OF ENVIRONMENTAL QUALITY**

JUL 16 2015

FILED BY:


HEARING CLERK

ORDER

The parties to this case, the Oklahoma Department of Environmental Quality (“DEQ”) and Eddie and Carolyn Sinor d/b/a Chouteau Bend Trailer Park (“Respondents”), agree to this Consent Order (“Order”) to resolve certain environmental compliance issues.

This Order supersedes and closes Notice of Violation No. 15-ECLS-NOV-001 issued by DEQ on January 7, 2015.

FINDINGS OF FACT

1. On November 19, 2014, DEQ personnel performed an inspection on property located 2 miles East of Hwy 69 on Hwy 412 on the south side of road known as Chouteau Bend Trailer Park. Respondents lease this property from The Army Corps of Engineers. During the inspection, DEQ personnel observed that sewage was surfacing in several areas in the trailer park.

2. On December 15, 2014, DEQ personnel performed an inspection on the above-described property. During the inspection, DEQ personnel observed the following violations:

- (1) Numerous cleanouts without proper caps.
- (2) Sewage overflow at one trailer by the small lift station.

- (3) Alarms not in compliance with current OAC 252:641 regulations.
- (4) Sewage overflow at the air relief valve by the lateral field.
- (5) Water lines and sewer lines were located closer than the required 10 feet separation.
- (6) Water leak in a small line between two trailers.

3. Untreated or improperly treated sewage endangers public health because it contains pathogens, or disease causing organisms, such as bacteria or viruses, and protozoa. Common diseases that can be transmitted by sewage include bacterial diseases (E. coli poisoning, salmonellosis, shigellosis, typhoid, cholera, and bacteria dysentery); viral diseases (polio and hepatitis); and protozoal diseases (amoebic dysentery, cryptosporidiosis, and giardiasis).

4. Untreated or improperly treated sewage can endanger the environment if it enters streams and ponds because the organic material can deplete oxygen, which can kill fish and other aquatic life.

5. On January 7, 2015, DEQ issued NOV No. 15-ECLS-NOV-001 which Respondents received on January 10, 2015, as evidenced by a signed return receipt card. The NOV required Respondents to submit a plan to DEQ by January 25, 2015, detailing how the above-stated violations would be corrected.

6. On February 3, 2015, DEQ received a response to NOV No. 15-ECLS-NOV-001.

7. On February 26, 2015, DEQ personnel performed an inspection on the above-described property. During the inspection, DEQ personnel observed the following violations:

- (1) Two cleanouts without proper caps.
- (2) Sewage overflow at one trailer by the small lift station.
- (3) Alarms not in compliance with current OAC 252:641 regulations.
- (4) Sewage overflow at the air relief valve by the lateral field.

8. On April 22, 2015, DEQ personnel performed an inspection on the above-described property. During the inspection, DEQ personnel observed that sewage was still surfacing at one

trailer by the small lift station and the alarms were not in compliance with current OAC 252:641 regulations.

9. Respondents and DEQ agree that it is beneficial to resolve this matter promptly and by agreement. Therefore, the parties agreed to the terms of this Order on May 8, 2015.

10. Respondents and DEQ waive the filing of a petition or other pleading, and Respondents waive the right to a hearing.

CONCLUSIONS OF LAW

11. DEQ has regulatory jurisdiction and authority in this matter, and Respondents are subject to the jurisdiction and authority of DEQ under 27A O.S. § 1-3-101(B).

12. Respondents and DEQ are authorized by 75 O.S. § 309(E) and 27A O.S. § 2-3-506(B) to resolve this matter by agreement.

13. 27A O.S. § 2-6-501(D) states:

The discharge of domestic sewage except to a public or private disposal system approved or authorized by DEQ or the surfacing of effluent from any domestic septic system shall be deemed pollution for purposes of the provisions of Section 2-6-105 of this title.

14. 27A O.S. § 2-6-105 states:

A. It shall be unlawful for any person to cause pollution of any waters of the state or to place or cause to be placed any wastes in a location where they are likely to cause pollution of any air, land or waters of the state. Any such action is hereby declared to be a public nuisance.

B. If the Executive Director finds that any of the air, land or waters of the state have been, or are being, polluted, the Executive Director shall make an order requiring such pollution to cease within a reasonable time, or requiring such manner of treatment or of disposition of the sewage or other polluting material as may in his judgment be necessary to prevent further pollution. It shall be the duty of the person to whom such order is directed to fully comply with the order of the Executive Director.

DEQ alleges Respondents are in violation of 27A O.S. § 2-6-501(D) and 27A O.S. § 2-6-105 for allowing sewage to surface on the above-described property.

15. OKLAHOMA ADMINISTRATIVE CODE (“OAC”) 252:641-1-3(h) states:

The designer and the installer shall comply with the required vertical separation distances in Appendix A, Figures 1 and 2, and the horizontal separation distances listed in Appendix E.

DEQ alleges Respondents are in violation of OAC 252:641-1-3(h) for failing to maintain the required 10 feet separation between water lines and sewer lines listed in Appendix E.

16. OKLAHOMA ADMINISTRATIVE CODE (“OAC”) 252:641-1-4(a)(2) states:

Septic tanks, lift stations, low pressure dosing tanks, flow equalization tanks, aerobic treatment units and lagoons shall be maintained so that they do not leak or overflow.

DEQ alleges Respondents are in violation of OAC 252:641-1-4(a)(2) for allowing sewage to discharge from a valve and failing to maintain the lift stations on the above-described property so that sewage does not surface.

17. OKLAHOMA ADMINISTRATIVE CODE (“OAC”) 252:641-5-2(b) states:

Cleanouts. For all pipe located upstream of a septic tank, a two-way cleanout or two-way cleanout assembly shall be installed:

(1) Within five feet (5') from where the plumbing stubs out of the building or appurtenance to the building;

(2) Within five feet (5') after each change in direction of more than forty-five degrees (45°);

(3) For each one-hundred-foot interval of straight pipe.

Nothing in this paragraph shall require the installation of more than one (1) two-way cleanout or two-way cleanout assembly per one-hundred-foot (100') section of straight pipe. For purposes of this paragraph, straight pipe is pipe that does not have any change of direction of more than forty-five degrees (45°).

DEQ alleges Respondents are in violation of OAC 252:641-5-2(b) for failing to provide proper caps for the cleanouts on the above-described property.

18. OKLAHOMA ADMINISTRATIVE CODE ("OAC") 252:641-9-3(1)(B) states:

There shall be an alarm set to activate and alert the owner/operator if the pump tank becomes more than one-half (1/2) full.

DEQ alleges Respondents are in violation of OAC 252:641-9-3(1)(B) for failing to ensure that the alarms on the lift stations meet current OAC 252:641 regulations.

ORDER

19. Based on the above paragraphs, Respondents and DEQ agree, and the Executive Director orders as follows:

- a. Respondents agree to upgrade all lift station alarms to meet current OAC 252:641 regulations by ~~July 31~~ ^{July 31}, 2015. *RAK [Signature]*
- b. Respondents agree to provide a map of the wastewater collection system and lateral field that shows the location and sizes of sewer lines and the size of the septic tanks and pump tanks by ~~July 31~~ ^{July 31}, 2015. *RAK [Signature]*
- c. Respondents agree to repair or replace any part of the on-site sewage treatment system on the above-described property by ~~July 31~~ ^{July 31}, 2015, to ensure that sewage no longer surfaces. *RAK [Signature]*
- d. Respondents agree to install a flow meter to measure the daily flow to the lateral field by December 1, 2015. Respondents agrees to record daily wastewater flows and submit the data to DEQ by the 10th of each month, beginning on December 10, 2015 and continuing each month thereafter until DEQ advises Respondents the flow data no longer needs to be submitted.
- e. Respondents agree to employ water conservation measures to limit the amount of discharge and ensure that sewage does not flow off the above-described property.

f. Respondents agree to take all necessary steps to prevent sewage from surfacing on the above-described property thereafter.

20. The Oklahoma Environmental Quality Code, 27A O.S. §§ 2-3-502(B) and (K) authorizes DEQ to seek penalties of up to Ten Thousand Dollars (\$10,000.00) per day for each violation of the associated rules. Based on the facts and circumstances of this case, DEQ assesses a total penalty of EIGHT HUNDRED DOLLARS (\$800.00).

DEQ agrees to *waive* this penalty if Respondents comply with the terms of this Order. Respondents agree that within thirty (30) days of receiving written notification from DEQ that the above-stated penalty is not going to be waived due to Respondents' noncompliance with this Order, Respondents agree to pay that amount to DEQ. Payment shall be by check or money order payable to the Oklahoma Department of Environmental Quality (or ODEQ), showing the Case Number of this Order, and delivered to:

Accounts Receivable
Financial & Human Resources Management
Department of Environmental Quality
P.O. Box 2036
Oklahoma City, OK 73101-2036

21. If Respondents fail to pay any penalty, DEQ may bring a separate action for collection of the penalty in district court. An action by DEQ for the collection of a penalty does not affect Respondents' duty to complete the tasks required by this Order.

GENERAL PROVISIONS

22. Respondents agree to allow agents of DEQ entry onto Respondents' property, at reasonable times and without advance notice, for the purposes of inspecting, sampling, testing, records review and other authorized activities to assess compliance with Oklahoma statutes and rules and this Order.

29. The requirements of this Order will be considered satisfied and this Order terminated when Respondents receive written notice from DEQ that Respondents have demonstrated that all the terms of the Order have been completed to the satisfaction of DEQ, and that any assessed penalty has been paid.

30. Respondents and DEQ may amend this Order by mutual consent. Such amendments must be in writing and the effective date of the amendments will be the date on which they are filed by DEQ.

31. The individuals signing this Order certify that they are authorized to sign it and to legally bind the parties they represent.

32. This Order becomes effective on the date of the later of the signatures below.

RESPONDENT:

Eddie G. Siner 6-30-15
Eddie Siner Date

OKLAHOMA DEPARTMENT
OF ENVIRONMENTAL QUALITY:

Jimmy D. Aiken 7-16-15
for Scott A. Thompson Date
Executive Director

RESPONDENT:

Carolyn Siner 6-30-15
Carolyn Siner Date



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

September 25, 2015

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Eddie & Carolyn Sinor
Chouteau Bend Trailer Park
PO Box 130
Chouteau, OK 74337

RE: Surfacing Sewage in Mayes County, Oklahoma
DEQ Complaint Number 140027
DEQ Case Number 15-083

NOTICE OF NON-COMPLIANCE

Dear Mr. & Mrs. Sinor:

On July 16, 2015, the Department of Environmental Quality (DEQ) filed a signed Consent Order (CO) in which you agreed to:

- (a) Upgrade all lift station alarms to meet current OAC 252:641 regulations by July 31, 2015.
- (b) Repair or replace any part of the on-site sewage treatment system on the above-described property by July 31, 2015, to ensure that sewage no longer surfaces.

In the CO, you also agreed to pay DEQ a penalty in the amount of EIGHT HUNDRED DOLLARS (\$800.00), which DEQ agreed to waive if you complied with the terms of the CO.

On September 14, 2015, DEQ personnel inspected your property and observed that you have failed to:

- (a) Upgrade all lift station alarms to meet current OAC 252:641 regulations.
- (b) Repair or replace any part of the on-site sewage treatment system on the above-described property to ensure that sewage no longer surfaces.

As such, DEQ is not waiving the above-stated penalty. Please contact Robin Stratton within fifteen (15) days of receipt of this letter at (918) 293-1600 or at the address listed on the letterhead to discuss your progress in coming into compliance.

You may submit payment for the penalty of \$800.00 by submitting a check or money order (referencing the above case number and made payable to **THE DEPARTMENT OF ENVIRONMENTAL QUALITY REVOLVING FUND**) within the next 30 days to avoid receiving further collection notices. Your payment should be mailed to the following address:



Accounts Receivable
State of Oklahoma
Department of Environmental Quality
P.O. Box 2036
Oklahoma City, Oklahoma 73101-2036

Thank you in advance for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Collins". The signature is fluid and cursive, with the first name "Gary" and last name "Collins" clearly distinguishable.

Gary Collins, Division Director
Environmental Complaints and Local Services



DEPARTMENT OF THE ARMY
TULSA DISTRICT CORPS OF ENGINEERS
1645 SOUTH 101ST EAST AVENUE
TULSA, OKLAHOMA 74128-4609

Real Estate Division
Management

SEP 30 2015

SUBJECT: Fort Gibson Lake, Oklahoma: Oklahoma Department of Environmental Quality(ODEQ) Requirements for Pryor Creek Concession, DACW56-1-15-317

Eddie G. and Carolyn J. Sinor
P.O. Box 130
Chouteau, Oklahoma 74337

Dear Mr. & Mrs. Sinor:

We have been informed by the Oklahoma Department of Environmental Quality (ODEQ) that you have not complied with the July 16, 2015 Consent Order in which you agreed to take the following actions: (a) upgrade all lift station alarms to meet current OAC 252:641 regulations by July 31, 2015; and (b) repair or replace any part of the on-site sewage treatment system on the property by July 31, 2015, to ensure that sewage no longer surfaces. This is the second such notice our office has received from ODEQ.

Please take notice that your failure to comply with applicable federal, state, and local laws, regulations, and ordinances, including those relating to safety, sanitation, and environmental protection are a violation of your Lease conditions 14, 19, 20, and 25. It is your responsibility to maintain the premises in a clean and sanitary condition. Failure to comply with the terms of your lease may impact your lease renewal or result in other action up to and including lease termination.

We will continue to schedule regular visits to your facility to monitor your compliance activities. We will be in contact with you in the near future to schedule our next visit.

Sincerely,

Terry D. Rupe
Chief, Real Estate Division
Real Estate Contracting Officer

CF: CESWT-OD-EG
Oklahoma Department of Environmental Quality

(b)(8) USACE Employee Info

(b)(8) USACE Employee Info

Rupe
7681

From: [Carolyn Sinor](#)
To: (b)(6) USACE Employee Info
Subject: [EXTERNAL] Letter dated Sep 30, 2015, from Cheif Terry Rupe, Real Estate Division
Date: Saturday, October 03, 2015 7:44:05 PM

If you will note in your records, I e-mailed you about

Sent from my iPhone

From: [Carolyn Sinor](#)
To: (b)(6) USACE Employee Info
Subject: [EXTERNAL] Have not heard from you. Know the
Date: Wednesday, October 14, 2015 8:37:24 PM

Rangers have been inspecting or at least, driving around. Eddie

Sent from my iPhone

From: [Carolyn Sinor](#)
To: (b)(6) USACE Employee Info
Subject: [EXTERNAL] Inspection
Date: Wednesday, October 14, 2015 8:49:02 PM

We have not heard from anyone when inspection will be. (b)(6) PII

Sent from my iPhone

MEMORANDUM FOR THE RECORD

SUBJECT: Fort Gibson Lake, OK; Compliance Follow visits for Pryor Creek Concession, Lease No. DACW56-1-15-317

1. 27 AUG 15 The purpose for the visit was to begin lease negotiations with the Sinors and provide the purposed lease. The previous compliance deficiencies noted from the previous lease were never corrected, therefore special requirements were added to the lease to meet the minimum compliance requirements and a one year term was required. During this visit minimal process was shown to the compliance deficiencies. The Sinors showed minimal process in correcting these deficiencies, since APR 2014, therefor a mutually agreed timeline was added to the lease as "Exhibit B". The Sinors initialed each compliance deficiency listed on the Exhibit once they were physically shown the deficiency to be corrected. The Sinor's agreed to the new the new lease terms and executed the lease agreement.

2. It was noted that Mr. Sinor was not present for our scheduled visit at 10:00 am. The visit was rescheduled to 1:00 pm where both parties were present for the lease negotiations. Mr. Sinor's behavior didn't seem to be very pleasant during the visit. Mr. Sinor did make a racial, derogatory comment toward a USACE employee, which was address in a letter date 2 SEP 2015.

3. 25 SEP 15 A DEQ Consent Order was issued for the non-compliance of the sceptic system. USACE address the issue by letter dated 30 SEP 2015.

3. 22 OCT 15 A follow up compliance visit was conducted with the Real Estate Division and the Sinors. The main focus of the visit was to assess the current non-compliance deficiencies on "Exhibit B" that were to be completed by the end of September 2015. Some progress is noted below:

- The visit noted the electrical deficiencies were corrected, but the electrical affidavit from a licensed electrician certifying the property is safe was not provided. We still find the deficiency NOT correct to date.
- The ERGO compliance deficiencies noted some correction. The storage locker east of the store was clean, organized, and all appropriate labels were marked on all liquid containers. The maintenance shop was still dis-organized and unsafe to walk through the building. The two major oil spills noted were not corrected. The overall deficiency is NOT corrected to date.
- The open storage area showed significant progress in removing non-marina related equipment. There were still several items that were non-marina related found on site and were identified to the Sinors. The Sinors plan to continue their efforts in removing the equipment upon the completion of the new permanent location. The Sinors stated the deficiency should be completed by December. The deficiency is still currently NOT corrected to date.

3. A continued effort is shown from the Sinors in correcting the listed deficiencies. A brief discussion was held in their progress for the deficiencies items listed to be corrected in December. The Sinors

stated the new Gas Tank should be arriving within the next couple weeks. I informed the Sinors a construction request is required before any approval will be issued for this work. No progress was shown from the Sinors in providing an adequate construction plan in correcting the access to the marina. The Sinors stated they will be seeking a contractor to provide these structural plans.

(b)(6) USACE Employee Info

Realty Specialist

November 24, 2015

Eddie & Carolyn Sinor
Pryor Creek Concession
P.O. Box 130
Chouteau, OK 74337

Dear Mr. & Mrs. Sinor:

This letter is in regard to your request to replace an existing fuel delivery system at Pryor Creek Concession. Project personnel have reviewed your request s and find them acceptable. All permits, regulations, and work must met federal, state, and local requirements during the entire planning and installation process. All proper licensing and approval must be obtained and copies provided to this office.

If you have any questions concerning the matter, please contact (b)(6) USACE Employee Info of this office.

Sincerely,

(b)(6) USACE Employee Info
Assistant Lake Manager



DEPARTMENT OF THE ARMY
TULSA DISTRICT CORPS OF ENGINEERS
1645 SOUTH 101ST EAST AVENUE
TULSA, OKLAHOMA 74128-4609

DEC 15 2015

Real Estate Division
Management

SUBJECT: Fort Gibson Lake, Oklahoma: Compliance Inspection Follow-up at Pryor Creek Concession, DACW56-1-15-317

Eddie G. and Carolyn J. Sinor
P.O. Box 130
Chouteau, OK 74337

Dear Mr. & Mrs. Sinor:

On September 9th, 2015, a new lease was executed setting forth a timeline for non-compliance deficiency items. A compliance follow up visit was conducted on October 22nd, 2015, to determine whether you met these deadlines, set for September 30th, 2015, which are listed on the attached Exhibit B. According to the follow-up visit, these deficiencies were **not** fully corrected. Your performance in partially correcting these deficiencies was noted during this follow-up visit.

Your continued efforts to correct these deficiencies are appreciated. However, if you're unable to correct these deficiencies within the mutually agreed upon timeline, your lease renewal will be in jeopardy. To avoid this, your immediate action is needed for the deficiency items noted below before the renewal of your lease.

Your bone yard's primary use is to store equipment, materials, and tools, (i.e. foam, maintenance equipment, etc.) used in performing the day to day operations of managing your concession. You are also allowed to delineate a dry storage area to store your patrons' boat trailers or delineate an area to winterize travel trailers or boat storage when not in use; however, storage of non-marina personal vehicles or property is prohibited. The bone yard/compound needs to be neatly organized. There appears to be some unauthorized items stored in your compound/bone yard which still need to be removed, such as privately owned vehicles, trucks, tractors, and RV's, and those you may own which are not directly related to the commercial concession business.

An Environmental Review Guide for Operations (ERGO) inspection was conducted May 28th, 2014, and several deficiency items were identified and listed on the attached Exhibit B. During our follow-up inspection, oil spills were found not to be corrected, and only minimal organization was noted within the building east of the store. These deficiencies are to be corrected immediately before the renewal of your lease.

The remaining deficiency is the electrical certification. Our inspection noted that all electrical deficiencies had been corrected. However, we have not received a signed affidavit. Please return the signed affidavit to my office **immediately** in accordance with condition 14.C of your lease.

We will continue to monitor your progress by notifying you of our next follow-up inspection. Failure to correct these deficiencies could result in non-renewal of your lease upon its expiration on June 30th, 2016. I am confident it is your desire to provide a safe facility for the using public and thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry D. Rupe". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Terry D. Rupe
Chief, Real Estate Division
Real Estate Contracting Officer

Enclosures
CF: CESWT-OD-EG

From: [Palmer, Amanda SWT](#)
To: [Roberts, Dean A SWT](#); (b)(6) USACE Employee Info
Subject: RE: Pryor Creek Concession?
Date: Tuesday, December 29, 2015 8:48:05 AM
Attachments: [IMG_20151228_163116.jpg](#)

I drove thru the Concession area on my way home yesterday, 28 Dec about 4:30pm. The attached picture is the only dock I could find.

Amanda Palmer
918-798-5211

-----Original Message-----

From: Roberts, Dean A SWT
Sent: Monday, December 28, 2015 2:05 PM
To: (b)(6) USACE Employee Info; Palmer, Amanda SWT
<Amanda.Palmer@usace.army.mil>; (b)(6) USACE Employee Info

Subject: Pryor Creek Concession?

Scroll down and take a look at the video of boat docks floating down the Neosho River.....

<http://www.newson6.com/>

Dean Roberts
Operations Project Manager
U.S. Army Corps of Engineers
Ft. Gibson Area Office
918-489-5541 x 6412

