Appendix C

CORRESPONDENCE

Comment letter No.	Date Received	Commenter
1a	8-4-14	Edward A. Firestone, Esq. on behalf of Gregory Village Partners, L.P.
1b	9-9-14	Gregory Village Partners, L.P. (GVP)
2	8-4-14	The Cronin Law Group (Alan R. Johnston, Esq.) on behalf of Joseph J. Lee and Grace M. Lee
3a	8-4-14	Chevron U.S.A. Inc. (Chevron)
3b	9-9-14	Chevron (A. Todd Littleworth, Esq.)
4	8-4-14	Buchman Provine Brothers Smith LLP (Horace W. Green, Esq.) on behalf of MB Enterprises, Inc.
5a	7-31-14	Barg Coffin Lewis & Trapp LLP (Donald E. Sobelman, Esq.) on behalf of Marjorie P. Robinson
5b	9-9-14	Barg Coffin Lewis & Trapp LLP (Donald E. Sobelman, Esq.) on behalf of Marjorie P. Robinson
6	9-10-14	Barg Coffin Lewis & Trapp LLP (Donald E. Sobelman, Esq.) on behalf of Jane A. Lehrman
7	8-4-14	Paladin Law Group LLP (John R. Till, Esq.) on behalf of Ryan and Anne Schaeffer
8a	8-4-14	Central Contra Costa Sanitary District (Roger S. Bailey, P.E.)
8b	9-10-14	Central Contra Costa Sanitary District (CCCSD)
8c	9-10-14	Meyers Nave (Kenton L. Alm, Esq.) on behalf of Central Contra Costa Sanitary District

Note: A bookmark to each received piece of correspondence is available in the PDF file version.

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August 4, 2014

Mr. Bruce Wolfe, Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612

Subject: Tentative Order – Initial Site Cleanup Requirements for
1643 Contra Costa Boulevard Pleasant Hill, CA ("Site 1")
Regional Board File No. 07S0132 (KEB)

Tentative Order – Initial Site Cleanup Requirements for
1705 Contra Costa Boulevard Pleasant Hill, CA ("Site 2")
Regional Board File No. 07S0204 (KEB)

Dear Mr. Wolfe:

I am writing to you with comments on the above tentative orders on behalf of Gregory Village Partners, L.P ("GVP"). GVP has a very specific reason to place its comments on both orders in a single letter: rather than two orders, an inclusive, single order should be drafted that encompasses both the geographic area and all dischargers associated with that area. Thus, the named dischargers on the single order should be the GVP parties, the Chevron parties and Central Contra Costa Sanitary District ("CCCSD").

GVP's comments are organized into two sections. The first section explains why there should be a single order. The second section discusses the legal and technical justifications for naming CCCSD to this single order.

GVP's also wishes to provide detailed remarks on various portions and paragraphs of the tentative orders and the Cleanup Team Staff Report ("Staff Report"). These remarks are attached as Exhibit G.

I. A Single Order Should be Issued for 1643 Contra Costa Blvd., 1705 Contra Costa Blvd., and CCCSD

The Regional Board should issue a single order because the plumes are commingled.

The Staff Report states on page 11:

> There is evidence that the CVOC plume from Site 2 [Chevron] migrated in groundwater to the north and northwest and beneath the Gregory Village Shopping Center, and commingled with the CVOC plume associated with Site 1 [GVP], which has migrated beneath a residential subdivision north of Site 1.

Plumes that commingle from multiple sites are more effectively handled in a single site order because, as a practical matter, the plumes cannot be adequately addressed separately. In the past, this Regional Board has handled similar situations with a single order[1] and we believe that this is the appropriate manner in which to handle the subject sites.

As currently structured, the two orders will lead to inefficiencies in addressing the requirements, disagreements between parties (and enforcement challenges), and far greater Staff time to manage than a single order would. The inefficiencies go beyond whether or not it makes sense to have two sensitive receptor surveys and public participation plans. Most significantly, both parties are required to investigate the vertical and lateral extent of their plume (but with differing degrees of specificity). Two orders would be duplicative, with the GVP parties and Chevron parties independently performing overlapping investigations of commingled plumes, which makes no sense.

The investigation tasks also illustrate the difficulty of attempting to coordinate two different orders, which should be much easier at this stage compared to when issues arise in the field causing delays for one party or another.[2] While both the GVP parties and the Chevron parties are required to define the vertical and lateral extent of their plumes, the GVP parties' order expressly references the deep zone and the neighborhood but the Chevron parties' order does not. The likelihood, if the orders remain separate, is that Chevron will do an investigation that does not include those items and there will be needless delays for both sites, as well as GVP having to perform additional work to prove what the RWQCB has already concluded – the plume is commingled down gradient of

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[1] Order R2-1989-0038 was issued with respect to two sites in Cupertino, CA. Two separate release areas at two separate locations were the subjects of this single order. The Siemens Site had releases of CVOCs from underground waste solvent tanks and an acid dilution basin. The Intersil Site nearby had releases of CVOCs from underground waste handling systems. In a situation very similar to the situation here, the Intersil/Siemens Order states that "[t]he groundwater pollution plumes from Siemens and Intersil have commingled in the A-zone and have migrated to the B-zone and C-zone. The off-site groundwater pollution plume extends approximately 2500 feet down gradient from the sites" (paragraph 6).

[2] On a side note, GVP would like to point out that it has worked very hard with the Staff under the Spills, Leaks, Investigation and Cleanup program and has cooperated to mitigate detections of PCE in the neighborhood north of the GVP site. In light of this fact, we find it disturbing that the GVP parties are the only ones that are being expressly required by an order to work on any off-site matters or the deep aquifer. It does not appear to be an approach that will encourage cooperation from parties in the future.

P&K cleaners and in the neighborhood. There is no justification to place this extra burden on GVP.

In short, a single order is imperative to avoid confusion, higher costs for all parties, and the unnecessary expenditure of valuable Staff resources in mediating disputes between the parties that would occur with separate orders.

II. CCCSD Must Be Named to the Order

Based on the law and the evidence, CCCSD must be named to the two orders or to a single order for the entire area because, as will be described in detail below, CCCSD is a discharger under the Water Code, and a responsible party under a hybrid Water Code/Superfund (CERCLA) analysis, which the Staff has appeared to have adopted. In addition, as will be discussed below, there is strong evidence that the sewers leaked in both the neighborhood and near the Chevron Site and these leaks are sources of PCE that is detected in soil gas and groundwater.

a) CCCSD Is a Discharger Under Section 13304 of the California Water Code

This matter is straightforward. Section 13304 of the Water Code defines a discharger as "(a) Any person who has discharged or discharges waste into the waters of this state ... who has caused or permitted, causes or permits, or threatens to cause or permit any waste to be discharged or deposited where it is, or probably will be, discharged into the waters of the state and creates, or threatens to create, a condition of pollution or nuisance..." Further, Section 13030 of the Water Code states that a: "Person includes any city, county, district, the state..." (emphasis added).

Section 13304 is a strict liability statute. Strict liability means that an entity has legal responsibility for damages or injuries even if the entity was neither at fault nor negligent. The statute contains no exceptions or defenses. Simply put, if an entity's actions fit into the definition, it is a discharger.[3]

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[3] The Staff Report points out that CERCLA is also a strict liability statute, and that the cases under CERCLA, while "not binding precedent ... do provide useful guidance" (footnote 7 on page 12). We agree. However, the Staff report also states that: "courts have refrained from identifying sewer owner/operators as "responsible parties" (the CERCLA rough equivalent of the Water Code's "discharger") merely because they owned or operated a sewer system". This is not a true statement. The Staff Report quotes language from or refers to the *Fireman's Fund, Lincoln Properties* and *Adobe Lumber* cases. In referring to these cases, the Staff Report is misleading and incomplete. For example, the Staff Report is misleading because the quote from *Fireman's Fund* is in fact "dicta" and not a holding (i.e. not binding law). The Staff quoted that case as follows: "["it is doubtful whether Lodi may be considered a PRP merely as a result of operating its municipal sewer system"]". However, the entire quote from the Court of Appeals in *Fireman's Fund* is: "While we decline to decide whether Lodi is a PRP on the record before us, we note that it is doubtful whether Lodi may be considered a PRP merely as a result of operating its municipal sewer system" (emphasis added). After discussing the various cases on the issue, some of which hold that an owner of a sewer lines is liable for discharges of hazardous waste and some of which hold the opposite, the Court of Appeals remanded (i.e. sent back) to the District Court the question of whether Lodi is a PRP. [On remand, the District Court determined that Lodi is a PRP (a holding based on Lodi's admission in open court that it was a PRP)]. Note also that *Lincoln Properties* does not hold what the Staff asserts. In that case, the court held that as an owner of the sewer system: "...as a matter of law, the County may be liable for releases from its facilities – *viz*, its portion of the sewer ..." (emphasis added) (823 F. Supp. at 1539). The court then found that the County had an affirmative defense under CERCLA [a portion of that defense was later rejected in *Adobe Lumber]*. The Staff Report is misleading because it references *Adobe Lumber* (659 F. Supp.2d 1188 (E.D. Ca. 2009)) to support its statement that: "courts have refrained from identifying sewer owner/operators as

GVP has made this point to you before in letters dated July 3, 2012, December 18, 2012 and May 28, 2013 ("GVP Letters"). Due to the length of the letters, they are not attached in their entirety to these comments, but the letters and associated exhibits are in the Regional Board's files and on GeoTracker. They are an important part of the administrative record for the sites and are incorporated by this reference.

Rather than reiterate the points that were made in the letters here, we want to highlight the fact that this question was answered many years ago by the Office of the Chief Counsel of the State Water Resources Control Board. In a letter to Walt Pettit, Executive Director of the State Water Resources Control Board dated April 27, 1992, William R. Atwater, Chief Counsel, reviewed testimony of the Central Valley Regional Water Quality Control Board as follows:

> The Staff gave testimony that PCE is discharged to the sewer system by dry-cleaning operations, and that it escapes the sewer collection system by various means, including leaks and permeation as a gas. For purposes of this memorandum, it will be assumed that the testimony of the Regional Water Board staff regarding the movement of PCE through sewer pipes is accurate. Making that assumption, this memorandum will address whether such releases from sewer pipes which are part of the collection system of a POTW are adequate grounds for holding the operator of the POTW responsible for cleanup and abatement of the PCE.

Based on the above facts, Mr. Atwater determined the following:

> These owners and operators have sole control over the collection systems and responsibility for proper operation and maintenance. Water Code Section 13304 authorizes the issuance of cleanup and abatement orders to persons who "cause" or "permit" discharges which cause pollution or threaten pollution of ground water. It is clear that owners and operators of POTWs, from which hazardous wastes such as PCE leak or permeate, have caused or permitted such discharges...
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> Under Section 13304, both the owner or operator of the POTW, who controls the collection system and has responsibility for discharges therefrom, and the dry cleaner who places the waste into the collection system, may be held responsible.

A copy of this memorandum is attached as Exhibit A.

"responsible parties" (the CERCLA rough equivalent of the Water Code's "discharger") merely because they owned or operated a sewer system." But that premise is never discussed or considered by the court in the case. Rather, the court found that the City of Woodland was a PRP, that its sewers were "facilities" under CERCLA, and that it was a responsible party under CERCLA. The court refused to dismiss the City from the case and allowed the case to go to trial. It did allow the City to try to carry the burden at trial to establish the innocent party defense under CERCLA §9607(b)(3). Finally, the Staff Report is incomplete because it fails to mention *Westfarm Assocs. v. Wash. Suburban Sanitary Comm'n*, 66 F.3d 669, (4th Cir.1995) in which the Court of Appeals held that a municipal operator of a sewer system is liable under CERCLA for the acts of a third party that discharges hazardous waste into the system.

Given the clarity of the law as described by the Chief Counsel (and that there does not appear to be any dispute over whether CCCSD owns the sewers) the only open question in this analysis is whether the sewers leaked. And CCCSD sewers did in fact leak. It is common knowledge that discharges from sanitary sewers into soil and groundwater around and beneath sanitary sewers continuously occur. By their very design and construction, sanitary sewers leak. If PCE from dry cleaners is placed into a sanitary sewer, it will leak out in many different ways. This fact was discussed in detail in "Dry Cleaners - A Major Source of PCE in Ground Water, Regional Water Quality Control Board, Central Valley Region" (1992), the so-called "Izzo Report", and has been generally accepted by experts in the field since that publication was released. The Izzo Report is attached as Exhibit B.

Additionally, in its records, CCCSD has acknowledged that there have indeed been root intrusions, cracks, and sags in the sewer in the Gregory Village area, which make the likelihood and extent of leakage greater. Finally, the data reflect that leakage from the pipes occurred both near the Chevron property and in the neighborhood downgradient of the Gregory Village property.

GVP's letters present a very detailed analysis describing how the sewers leaked; consequently, those details will not be repeated here. However, because of the critical nature of this fact we would like to remind the Regional Board of the following: 1) CCCSD accepted PCE from dry cleaners into its sanitary sewers; 2) CCCSD's sanitary sewer lines were installed with a substantial allowable leakage tolerance; 3) sanitary sewer lines built in the 1950s and 1960s used joint compounds that failed and leaked; 4) over time, sanitary sewer lines sag and break due to local earth movements caused by earthquakes, large vehicles passing over the lines, etc.; and 5) PCE as liquid and as vapor escapes from sanitary sewers in the ways described in the Izzo Report, including through places where roots have penetrated and through the pipes themselves.

Exhibit C is a short presentation of some of the data by Erler & Kalinowski, Inc. ("EKI") that provides strong evidence that the sewers leaked in both the neighborhood and near the Chevron Site and these leaks are sources of PCE that is detected in soil gas and groundwater.

Exhibit D is a declaration from Bonneau Dickson, P.E. a sanitary sewer expert that provides additional background on sewer construction and operation and discusses how sewers leak in general, and how PCE leaves sewer pipes and enters the environment, including PCE migration in backfill and up-slope as vapor.

b) CCCSD Is Liable Under a Hybrid Water Code/CERCLA Analysis When Appropriate Standards of Proof Are Applied

GVP does not believe any further analysis is necessary to find CCCSD liable as a discharger under the Water Code because the Water Code has a strict liability standard and there is evidence that CCCSD's sewers leaked PCE.

However, the Staff proposes four, new, non-statutory criteria that must be met for CCCSD to be named a discharger. These criteria are 1) there was a release from the sewer main that contributed to the plume; 2) the sewer owner/operator knew of leaks and failed to repair them; 3) the sewers were in poor condition and/or were not maintained; and, 4) the sewer owner/operator was aware of/or permitted discharges into a leaking sewer.

From discussions with the Staff, GVP understands that these criteria are based on the City of Lodi case, where the City, as the sanitary system operator, was named as a discharger.[4] To GVP's knowledge, these criteria (or similar criteria) have never been published or publicly used by the Staff to determine whether an entity is a discharger. The criteria do not appear in the City of Lodi Order. The criteria are not in California law or regulations.

The Staff's creation of the four criteria appears to be based on a wayward adoption of some concept of CERCLA defenses as a justification for not naming CCCSD as a discharger. Under CERCLA, once a party has been determined to be an owner or operator of a facility from which a release has occurred, it can only escape liability if it pleads and proves the elements of an affirmative defense.[5] It is not up to a regulatory agency to make the defense for an otherwise responsible party; the party itself must prove its defense by a preponderance of the evidence.

In creating these criteria, the Staff has adopted an approach that has no connection to the concept of a "discharger" in the Water Code. Additionally, the Staff has converted an affirmative defense to be used only by an already responsible party under CERCLA into something wholly different: a methodology used by a regulator as a pretext to discount and avoid evidence. The Staff is forcing other responsible parties to prove the Staff wrong when, in fact, CCCSD should be proving it qualifies for the defense. By its language, the Staff believes that someone else must present some amount of evidence (and the Staff has not shared what that amount is) to support all four criteria before the Staff will name a sanitary district a discharger.

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[4] It should be noted that there is at least one other applicable California precedent that is not mentioned in the Staff Report. The site is located in Sacramento and is under the jurisdiction of the Central Valley Regional Board. In that case a sanitary district recognized that it was responsible for leaks from its sewer system and voluntarily led the effort to clean up PCE that leaked from its sewers. As presented in that Board's Executive Officer's Report dated 23/24 June 2005, the Sacramento County Sanitation District 1 [CSD] "owns and maintains the sewer lines to which wastewater containing PCE was disposed and from which PCE was released to the soil and groundwater. The CSD is cleaning up the soil and groundwater pollution on behalf of itself and all the other responsible parties, including the former owners and operators of Southgate Norge Dry Cleaners."

[5] CERCLA has an affirmative defense (42 USC Sec. 9607(b)(3)) that can be used by an otherwise liable person. This provision provides: "There shall be no liability under subsection (a) of this section for a person otherwise liable who can establish by a preponderance of the evidence that the release or threat of release of a hazardous substance and the damages resulting therefrom were caused solely by (3) an act or omission of a third party other than an employee or agent of the defendant, or than one whose act or omission occurs in connection with a contractual relationship, existing directly or indirectly, with the defendant ... if the defendant establishes by a preponderance of the evidence that (a) he exercised due care with respect to the hazardous substance concerned, taking into consideration the characteristics of such hazardous substance, in light of all relevant facts and circumstances, and (b) he took precautions against foreseeable acts or omissions of any such third party and the consequences that could foreseeably result from such acts or omissions..."

i) The Staff has not fairly evaluated the available data and provides no clear standard for its evidentiary burden of proof

If, for arguments sake, one were to accept that the burden was on non-CCCSD parties to prove that the four criteria were met, given the available data, GVP believes that the criteria have been met and believes that the Staff has not performed a fair evaluation. Instead, the Staff has accepted every statement by CCCSD regarding CCCSD's evaluation of the data as true and rejected any interpretation that is inconvenient or contradicts CCCSD's position. (This is an odd approach by the Staff given CCCSD's assertion to the Staff that it never allowed PCE from dry cleaners to be discharged into its system, when in reality it allowed these discharges until 2007. This fact alone should have cast serious doubt on CCCSD's credibility.) Rather than objectively analyzing the evidence, or providing clarity as to how it is analyzing the evidence, the Staff instead uses conclusive and inaccurate statements to dismiss any evidence with which it does not agree.[6]

ii) There is clear evidence to support all four criteria

Even though the burden is clearly on CCCSD to exonerate itself, the GVP Letters and Exhibits B, C and D provide the evidence that CCCSD should be named a discharger because the four criteria have been met. Nevertheless, it is instructive to focus, as an example, on information related to CCCSD's maintenance program, which is the core of two of the Staff's criteria.

CCCSD's maintenance practices regarding sewer blockages and sewer backups, which appear to be reactive, have remained substantially the same over time. A CCCSD outreach document from 1975 describes rodding in response to sewer backups into homes, a purely reactive approach to the problem. A copy of that document is attached as Exhibit E. In 1983, the Regional Board requested CCCSD respond as to how it was addressing maintenance issues due to concerns over sewer backups. Again CCCSD

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[6] A review of the Staff's language in Section VI of the Staff Report regarding why CCCSD is not a discharger is revealing. Nowhere is there a clear explanation regarding the amount and type of evidence that is required. What is clear is that burden of proof was mistakenly put on the other responsible parties rather than CCCSD as all the references are to insufficient evidence or lack thereof. More specifically:
- In the second paragraph of the Section, the Staff Report "concludes there is insufficient data to assert that a discharge from CCCSD's sewer lines resulted in the contamination at issue…" (emphasis added).
- In the first paragraph of page 13, the Staff states: "there is no direct evidence that leaking sewer lines under CCCSD ownership have caused or contributed significantly to the groundwater contamination" (emphasis added).
- In item #1 on page 13, the Staff Report states: "While there is evidence of incidental leakage from the sanitary sewer lines, there is no direct evidence the leakage contributed substantially to the creation of the CVOC commingled groundwater plume" (emphasis added).
- On page 14, in the data discussion of Apparent Source Area in the Vicinity of Manhole M46, the Staff Report states: "Staff does not find this single data set to be compelling evidence of a source area…" (emphasis added).
- On page 14, in the data discussion of Suspected Source Area in Linda Drive Along Sewer, the Staff Report states: "There is insufficient soil and groundwater data to reach the conclusion that the older sewer line was a release point" (emphasis added).
- In Instance 2 on page 15, the Staff Report states: "Staff does not find evidence of major repairs [NB: there is no definition of "major repairs"] needed on the CCCSD sewer lines in the area of the groundwater contamination. There is no tangible evidence CCCSD was aware of any needed repair beyond routine maintenance" (emphasis added).

described a reactive maintenance system. A copy of that letter is attached as Exhibit F.

As stated by B. Dixon in his Declaration (Exhibit D, p. 7):

> The CCCSD sewer maintenance program consists of cleaning the sewers at various intervals, responding to blockages and sanitary sewer overflows (SSOs) when they occur, and repairing defects when they are found if the defects are deemed to be significant and to require repair. Root penetrations usually are corrected by cutting out the roots or by chemically treating the roots. These methods of getting rid of the roots do not get rid of the openings through which they entered the pipes, i.e. the maintenance procedures are aimed at restoring flow in the sewers but not at stopping leakage from the sewers…
>
> Cleaning the sewers tends to reduce the number of blockages that occur but does nothing to stop the sewer pipes from leaking. Similarly, clearing blockages merely clears the sewer pipe, but does not address leaks.

Nothing exemplifies this reactive nature better than CCCSD describing the sewer pipe in Linda Drive adjacent to the Chevron Site in 1977 as "in very poor shape has lots of cracks" but taking at least ten years to replace it.

(iii) CCCSD's assertion that the system is currently in good condition and that it has recent awards for operation and maintenance are not relevant in understanding that its sewers released PCE

In its May 28, 2013 response to the Staff's 13267 letter requesting evidence concerning how CCCSD maintained its system, CCCSD provided no material other than the sparse records that had already been produced in response to GVP's Public Records Act request. CCCSD provided no evidence of its operations prior to the 1990's, it merely stated: "the sanitary sewer lines in the Gregory Village area are in good condition, meaning that they were in even better condition in the past…" CCCSD continued: "It is a truism that the capability of sanitary sewer collection systems to retain wastewater does not improve over time and that absent replacement or other major repairs, sewer lines are in the best condition when they are newer" (page 2). "As summarized below, the general condition of the sanitary sewers in the Gregory Village area is good, which means their condition was at least as good, if not better, during the period of time the dry cleaners operated in the area (1956-1991)" (page 3).[7]

However, CCCSD provided no information and attached no records or documents in its letter regarding these earlier time periods to support this "truism" that, incidentally, is not

[7] CCCSD asserts that the "general condition" of the area sewers is "good". In fact, CCCSD's records, including its video logs of the sewers, identify sags, cracks and root penetrations, which calls into question what CCCSD's statement really means.

a "truism." As discussed in Exhibit D (Declaration of B. Dickson), sanitary sewer pipes begin to leak soon after they are installed. The fill in which the pipes were placed settles, causing sags and joint failures in the installed system.

In further response to the Staff's questions concerning maintenance, CCCSD states:

> The District operates an award winning operation and maintenance program for its sanitary sewer collection system. These awards are not given out lightly ... Because these award programs have only been in existence for the past 20-25 years, these awards were received after the dry cleaning operations in the Gregory Village area ceased. However, if awards were available prior, the District is confident that its operation and maintenance programs and personnel would have received them (p. 12).

GVP questions whether the statements that the system is now in good condition and that the program is recently "award winning" has any probative value in this situation. To this day, CCCSD's maintenance system is focused on keeping the sewage flowing, not to prevent leaks from its pipes into the groundwater. Maintenance, short of failure or imminent failure of a pipe, is primarily rodding or chemical treatment to remove roots and other obstructions. These techniques do not repair the cracks or holes created by the roots and, in fact, are reactive – they only address the issue once the roots have substantially penetrated the pipes, long after creating a leakage point (see Exhibit D Declaration of B. Dickson).

iv) Lack of evidence should not be used to CCCSD's benefit

Given the Staff's approach, we note that it is in a sanitary district's best interest to have no evidence or records that may help to establish, under the Staff's criteria, that the district is a discharger. Later in the letter to the Staff, CCCSD admits that it has no maintenance records:

> Up until the early 1990s, maintenance was tracked by a manual card system (cardex system). Although the cardex records were not retained, the system was used to effectively plan and track the maintenance events on individual sanitary sewer lines including the lines in the Gregory Village area.

Given that there is no substantive evidence that the sewers did not leak, the key question remains: What inference should be drawn concerning the behavior of CCCSD and the quality of its operation in the absence of records or where records have been destroyed?

The Staff believes that the lack of records from before 1990 means that it can't be proven that the CCCSD has any liability. However, the Staff has its analysis backward – in the absence of historical evidence, given that the burden of proof is on CCCSD – the Staff must conclude that CCCSD has not met its burden of proof and is thus a discharger.

In short, the evidence is that a) all sanitary sewers leak PCE (see the Izzo Report), b) according to the Staff Report, CCCSD allowed PCE to be discharged to its system (page 16, #4), and c) CCCSD's system leaked. In this circumstance, there should be no controversy: CCCSD should be named a discharger in the order.

c) There are strong policy reasons for holding the CCCSD is a discharger

The Staff has noted that there are policy reasons for not holding CCCSD liable as a discharger, but has failed to enumerate those reasons. It appears that the Staff's policy reason for not holding CCCSD liable is that costs of investigation and cleanup should not be shifted to the taxpayers and ratepayers when there are other parties that might pay.[8] This argument gives little incentive for CCCSD to repair damage caused by root intrusions or heavy traffic rather than just clearing the pipe, which it still does to this day, unless there is an actual or imminent pipe failure.

Another policy argument that could be made is that CCCSD should not be liable a discharger because CCCSD is a mere conveyor of materials doing a public service and that it should not, from a public policy perspective, be held responsible for leaks from its system of material that others placed in its system that subsequently leaked out. But CCCSD is not a "mere conveyor." As noted in the Staff Report (p. 16), CCCSD knowingly accepted CVOCs, including PCE, into its system and thus should be liable for these releases.[9] [10]

To fail to name CCCSD to the order sends a message that sanitary districts are not liable for discharges in violation of the Water Code in the face of clear RWQCB precedent to name sanitary districts for such violations. Sanitary districts are frequently named in orders. Usually this is a result of the sanitary district failing to prevent or control the

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[8] This argument was made in a CERCLA context by another sanitary district that was contesting liability for releases of PCE that had been discharged to that district's sanitary sewer. In that case, the Court of Appeals rejected the argument. See *Westfarm Assocs. v. Wash. Suburban Sanitary Comm'n.* 66 F.3d 669, (4th Cir.1995): "[w]hile the public policy arguments raised by WSSC may be meritorious, we can only presume that those arguments were weighed and rejected by Congress when it enacted CERCLA without including a broad exemption for state and local governments or their POTWs." Similarly, the Water Code contains no "sanitary district" exemption preventing a district from being named a discharger. As noted earlier, "districts" are a "person" subject to Water Code Section 13304. Section 13030 of the Water Code states that a: "Person includes any city, county, district, the state..."(emphasis added).

[9] The Staff has misinterpreted CCCSD's regulations with respect to the amount of PCE it allowed to be discharged into its system. As the Staff correctly states: "Prior to 2007, CCCSD allowed for PCE to be discharged to the sanitary sewer within specified limits. For example, Ordinance No. 99 (adopted on July 11, 1974) allowed the discharge of "Total Identifiable Chlorinated Hydrocarbons" to sanitary sewers at a concentration not exceeding 0.002 mg/L for "50% of time" and not exceeding 0.004 mg/L for "10% of time." But the Staff then incorrectly concludes, with respect to the period prior to 1981: "The allowable PCE discharge concentrations before 2007 were far lower than what would be expected in PCE-impacted wastewater, which would be on the order of 150,000 µg/L." In fact, prior to 1981, CCCSD's restrictions were temporal, which means that extremely high concentrations, including pure PCE, could be discharged to CCCSD's sewers so long as the discharges did not violate the temporal restriction contained in the applicable ordinance.

[10] A close analogy for holding CCCSD liable involves municipal landfills, as stated in *Adobe Lumber*: "*see, e.g., Transportation Leasing Company. v. The State of California (CalTrans),* 861 F. Supp. 931, 939 (C.D.Cal.1993) (holding municipalities liable for contamination from a landfill even though their conduct constituted a "non-contributory exercise of sovereign power")..." Also, the Court of Appeals in *B.F. Goodrich v Murtha, 958 F. 2d 1192, 1199 (2nd Cir.1992)* held that there was no exemption under CERCLA "for municipalities arranging for the disposal of municipal solid waste that contains hazardous substances simply because the municipality undertakes such action in furtherance of its sovereign status."

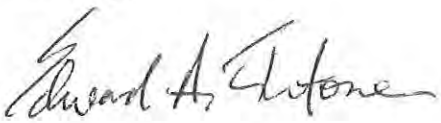
discharge of sewage or chemicals.[11]

Both the Water Code and CERCLA cleanup provisions were drafted to cast a wide net in order to assure the resources necessary to clean up the environment. By making a policy decision to walk away from one of those sources, the Board is walking away from a resource needed to address the problem as most dry cleaners and the owners of single properties do not have the resources to address the issue alone.[12]

III. Conclusion

Because there is a commingled plume, a single order is not only appropriate, but imperative to avoid confusion, higher costs for all parties, and the unnecessary expenditure of valuable Staff resources. There is clear Board precedent for this approach. Further, the California legislature expressly intended that sanitary districts be strictly liable under Section 13304 of the California Water Code for releases from their facilities. CCCSD owns and operates the sewer pipes from which wastewater containing CVOCs has leaked into the subsurface. In addition to being strictly liable, by designing a system that in its very specifications permitted leakage, in operating a failing system, and in failing to repair the system in a timely manner, CCCSD actively discharged CVOC waste into the waters of the state which have become part of a commingled plume. In these circumstances, it is both appropriate and imperative that CCCSD be named a discharger on the single order that names the GVP parties and the Chevron parties.

Sincerely,



Edward A. Firestone

Exhibits Attached

[11] See, for example, Sanitary District #1 of Marin, R2-2012-055; City of Oakland, R2-2009-0078; and City of Calistoga, R2-2010-0107 (which involved the discharge of chlorodibromomethane and dichlorobromomethane).

[12] It is likely that CCCSD has general liability insurance coverage from the pre-1986 period that could be triggered to help pay for the investigation and remediation of CVOCs released from its system. If these policies were triggered and the investigation and cleanup work were covered losses, the burden would fall on insurance that was paid for by taxpayers and ratepayers.

EXHIBIT A

State of California

Memorandum

To : Walt Pettit
Executive Director

Date: APR 27 1992

William R. Attwater
Chief Counsel
OFFICE OF THE CHIEF COUNSEL
From : STATE WATER RESOURCES CONTROL BOARD

Subject: RESPONSIBILITY OF OPERATORS OF PUBLICLY OWNED AND OPERATED SEWER SYSTEMS FOR DISCHARGES FROM THEIR SYSTEMS WHICH POLLUTE GROUND WATER

ISSUE

Is the operator of a publicly owned and operated sanitary sewer system responsible for discharges of waste from its sewer system which pollute or threaten to pollute ground water?[1]

Conclusion

Public agencies which own or operate sanitary sewer systems are responsible for discharges of waste from their collection and treatment systems. If the waste creates or threatens to create a condition of pollution or nuisance, the public agencies may be ordered to clean up the wastes or abate the effects thereof.

Discussion

The Central Valley Regional Water Quality Control Board (Regional Water Board) has requested an opinion concerning whether operators of publicly owned treatment works (POTW) are responsible for releases of waste through their sewer collection systems. The issue arose in the Regional Water Board's

---

1 The issue here involves situations where discharges of volatile organics to publicly owned treatment works escape from the collection system prior to treatment. The chemical releases occur prior to the planned discharge from the system, and also do not occur through any outfall established for overflows. Rather, the releases are considered leaks through the collection system.

consideration of adoption of a cleanup and abatement order (CAO) regarding discharges of solvents used in dry cleaning.

According to testimony of the staff of the Regional Water Board, the use of perchloroethylene (PCE) as a solvent in dry-cleaning operations has resulted in the detection of PCE in ground water and the creation of pollution or threats of pollution of water used for human consumption. The staff gave testimony that PCE is discharged to the sewer system by dry-cleaning operations, and that it escapes the sewer collection system by various means, including leaks and permeation as a gas. The result is that PCE has been detected in ground water and in municipal wells at levels which threaten to exceed drinking water standards.

For purposes of this memorandum, it will be assumed that the testimony of the Regional Water Board staff regarding the movement of PCE through sewer pipes is accurate. Making that assumption, this memorandum will address whether such releases from sewer pipes which are part of the collection system of a POTW are adequate grounds for holding the operator of the POTW responsible for cleanup and abatement of the PCE.

Section 13304(a) of the Water Code describes persons who may be held responsible for cleanup and abatement of pollution or threatened pollution:

> "Any person who has discharged or discharges waste into the waters of this state in violation of any waste discharge requirements or other order or prohibition issued by a regional board or the state board, or who has caused or permitted, causes or permits, or threatens to cause or permit any waste to be discharged or deposited where it is, or probably will be, discharged into the waters of the state and creates, or threatens to create, a condition of pollution or nuisance . ..." (Emphasis added.)

The issue, therefore, is whether operators of POTWs can be found to "cause" or "permit" the discharge of PCE through the sewer pipes and, thence, to ground water where it creates or threatens to create a condition of pollution or nuisance.

The first issue in determining responsibility for discharges from the sewer pipes is whether the operator is the owner of the collection system. POTWs are defined by the federal Environmental Protection Agency (EPA) as:

> "[A]ny device and system which is used in the treatment (including recycling and reclamation) of

> municipal sewage or industrial wastes of a liquid nature which is owned by a 'State' or 'municipality'. This definition includes sewers, pipes, or other conveyances only if they convey wastewater to a POTW providing treatment." 40 CFR Section 122.2.

The language in Section 122.2 clearly includes sewage collection systems within the term "treatment works". Throughout the federal Clean Water Act, responsibilities for such systems is placed upon the public owners of "treatment works". See, e.g., Sections 301(b)(1)(B), 301(h), 402(b)(8). While the PCE in the matter before the Regional Water Board leaked from the sewer pipes prior to treatment, these pipes are clearly intended to convey wastewater to the POTW. See Montgomery Environmental Coalition v. Castle (3d Cir. 1980) 646 F.2d 568 (POTW responsible for discharges from overflow points). It must be concluded that the owner or operator of a POTW is responsible for discharges from the sewer collection system.

The responsibility of owners and operators of POTWs for discharges into the collection system is also reflected in the provisions of the California Water Code. Section 13260 provides that the Regional Water Boards may prescribe waste discharge requirements for all discharges "except discharges into a community sewer system". Section 13260 clearly shifts responsibility to the owner or operator of the POTW once the waste is placed in its system. See State Water Board Order No. WQ 80-2 (permit properly included public entities responsible for conveyance of pollutants to a treatment facility, as well as the public entity responsible for treatment operation). For discharges which are subject to NPDES permits, the POTW owner or operator may in turn place pretreatment requirements upon dischargers to its system. Water Code Section 13370.5. Because owners or operators of POTWs are responsible for discharges into the collection system, it follows that they must be responsible for releases therefrom. These owners and operators have sole control *over* the collection systems and responsibility for proper operation and maintenance. Water Code Section 13304 authorizes the issuance of cleanup and abatement orders to persons who "cause" or "permit" discharges which cause pollution or threaten pollution of ground water. It is clear that owners and operators of POTWs, from which hazardous wastes such as PCE leak or permeate, have caused or permitted such discharges.

It is important to note that unlike Section 13260, Section 13304 of the Water Code does not restrict its application to dischargers to POTW. Instead, Section 13304 more broadly applies to any person:

> "[W]ho has caused or permitted, causes or permits, or threatens to cause or permit any waste to be

discharged or deposited where it is, or probably will be, discharged into the waters of the state . ..."

Under Section 13304, both the owner or operator of the POTW, who controls the collection system and has responsibility for discharges therefrom, and the dry cleaner who places the waste into the collection system, may be held responsible.

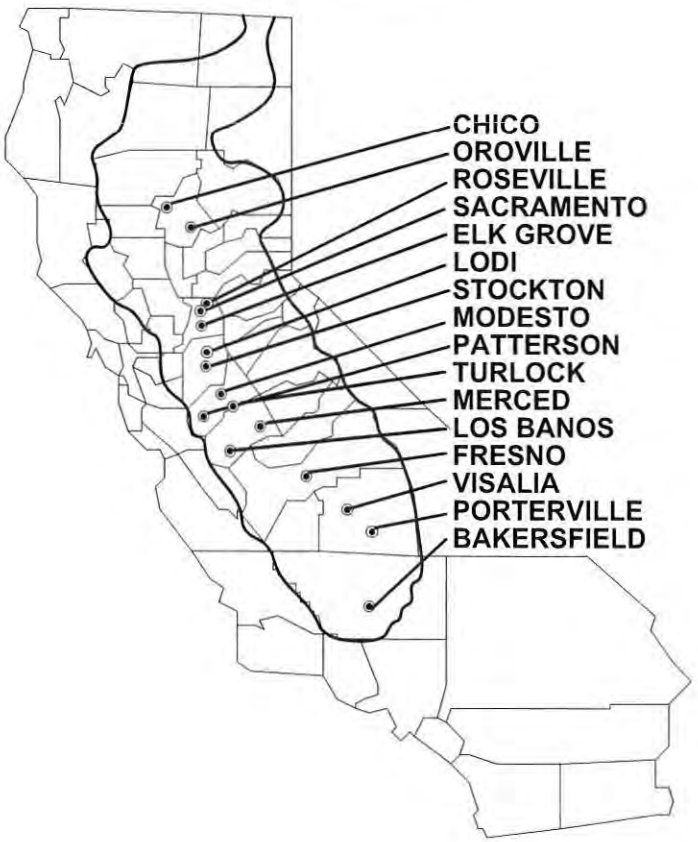
cc: Dale Claypoole, EXEC

EXHIBIT B

DRY CLEANERS— A MAJOR SOURCE OF PCE IN GROUND WATER

27 March 1992

CENTRAL VALLEY
CITIES WHERE MUNICIPAL WELLS ARE AFFECTED BY
TETRACHLOROETHYLENE (PCE)



WELL INVESTIGATION PROGRAM

STATE OF CALIFORNIA
Pete Wilson, Governor

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
James M. Strock, Secretary

REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION
John S. Corkins, Chair
Karl E. Longley, Vice Chair
Hank Abraham, Member
A. Vernon Conrad, Member
Hugh V. Johns, Member
W. Steve Tompkins, Member
Clifford C. Wisdom, Member

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DISCLAIMER

This publication is a technical report by staff of
the California Regional Water Quality Control Board,
Central Valley Region.
No policy or regulation is either expressed or intended.

DRY CLEANERS—A MAJOR SOURCE OF PCE IN GROUND WATER

VICTOR J. IZZO
Associate Engineering Geologist

Approved by the California Regional Water Quality Control Board, Central Valley Region on 27 March 1992

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EXECUTIVE SUMMARY

Tetrachloroethylene (PCE), a known carcinogen, has degraded at least 215 wells in the Central Valley of California. Figure 1 illustrates the extent of the problem. The majority of these wells are large system municipal wells of 200 connections of more. The Chico, Sacramento, Modesto, Fresno, Turlock, Lodi and Merced areas all have wells with levels of PCE above 0.8 ppb which is the estimated one in a million incremental cancer risk (8). The Maximum Contaminant Level (MCL) set by the Department of Health Services for drinking water is five ppb. Forty-seven of the 215 wells have PCE levels above the MCL.

The Well Investigation Program of the Central Valley Regional Water Quality Control Board so far has identified the likely PCE sources in 21 of the wells; in 20 of those wells, dry cleaners are the likely source. In areas where PCE well investigations were done, dry cleaners are the only present large quantity users of this volatile organic chemical (VOC). The Halogenated Solvent Industry Alliance 1987 white paper on PCE states that dry cleaners use 56% of the PCE used in United States (5). All dry cleaners in the vicinity of degraded supply wells show evidence of major ground water degradation. Monitoring wells drilled adjacent to dry cleaners had concentration from 120 ppb to 32,000 ppb, well above the MCL.

The main discharge point for dry cleaners is the sewer line. The discharge from most dry cleaning units contains primarily water with dissolved PCE, but also contains some pure cleaning solvent and solids containing PCE. Being heavier than water, PCE settles to the bottom of the sewer line and exfiltrates through it. This liquid can leak through joints and cracks in the line. PCE, being volatile, also turns into gas and penetrates the sewer wall. Sewer lines are not designed to contain gas. The PCE then travels through the vadose zone to the ground water.

Where a source investigation has been done in connection with PCE contamination, the evidence has shown that dry cleaners have degraded the ground water. The data strongly indicate that leakage through

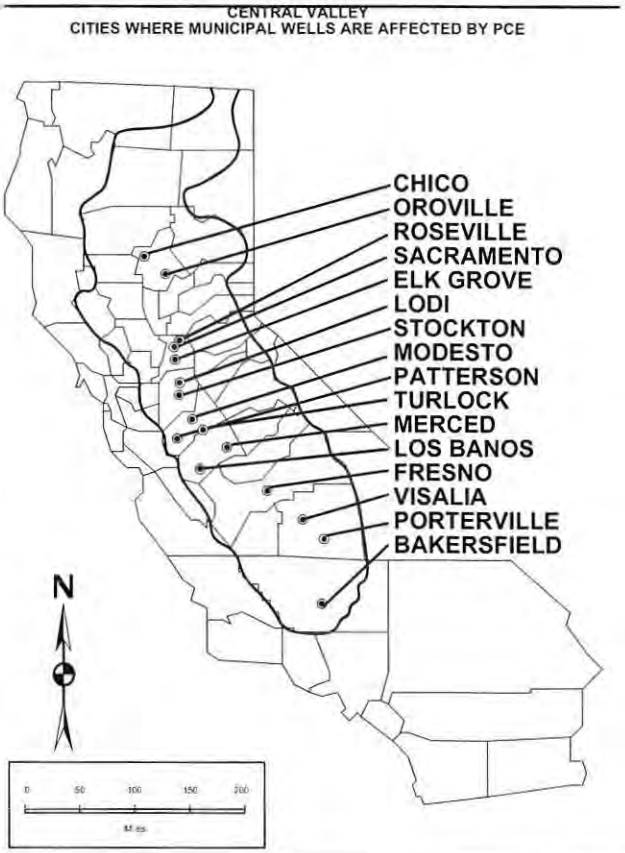


Figure 1

the sewer lines is the major avenue through which PCE is introduced to the subsurface. With approximately 285 dry cleaners in just the metropolitan areas of Sacramento, Chico, Lodi, Modesto, Turlock, Stockton and Merced, one would expect that many more wells will be degraded by PCE in the future. Most of the wells degraded by PCE and most of the dry cleaners are in residential and retail areas. Based on the data collected to date and the location of most of the degraded wells with confirmed PCE, a great majority of these wells will have dry cleaners as the source.

The solution to part of the problem is to halt the disposal of waste from dry cleaning units to the sewer line. Regulation of this discharge to the sewer could be achieved through new legislation and city ordinance. Since this problem exists throughout the state, a statewide policy seems appropriate.

The other part of the problem is ground water cleanup

which is required so that cities can continue to provide safe water. A state wide fund may be needed to help pay for cleanup.

INTRODUCTION

Over 750 wells have been reported to the California Regional Water Quality Control Board, Central Valley Region, with confirmed levels of volatile organic chemicals (VOCs). Greater than 35% of the reported wells contain tetrachloroethylene (PCE). Municipal drinking water supplies have been affected by PCE throughout the Central Valley (Figure 1). At least one city is already treating contaminated ground water in order to continue its water supply.

This report discusses some of the data and conclusions about PCE movement to ground water, the source of the PCE, and possible solutions. The report is divided into six sections.

*Introduction

* Tetrachloroethylene (PCE)
  A brief description of the use of PCE and its physical and chemical properties.

* Source Identification for PCE Degraded Wells
  A description of how Board staff determines the source of VOC(s) in a well and the results of PCE source investigations.

* Dry Cleaning Operations and Discharge Locations
  General discussion of dry cleaning operations and waste discharge points.

* Evidence and Theory on How PCE is Leaving the Sewer

* Conclusion and Recommendations

TETRACHLOROETHYLENE (PCE)

PCE was first formulated in 1821 (22). By the 1960's and early 1970's, it had become a widely used solvent in dry cleaning, metal degreasing and other industries (18). In the late 1970's, most industries moved away from the use of PCE. The exception was the dry cleaning industry. By the early 1980's, dry cleaners used the majority of the PCE in this nation (18). In the late 1980's, dry cleaners used 56% of the PCE used in United States (5).

Compared to many VOCs, PCE is very mobile, with relatively low solubility and vapor pressure. In its liquid state, it is heavier and less viscous than water and will sink through it. In the vapor phase, PCE's density is greater than air. PCE biodegradability is low in the subsurface. The following are some of the physical and chemical properties of PCE: [3]

Molecular Weight	165.85 g
Solubility	150 mg/l at 25°C
Vapor Pressure	14 torr
Density	1.63 g/cm
Boiling Point	121 °C
Kinematic Viscosity	0.54 (water=1)
Henry's Law Constant	0.0131 atm-m /mole
Vapor Density	5.83 (air=1)
Specific Gravity	1.63 at 20° (water=1)
Relative Velocity	1.8 (water=1)

PCE is generally found in three phases in the subsurface: liquid, vapor, and dissolved in water. More than one phase usually exists in the subsurface after discharge. Figure 2 shows three possible scenarios at a discharge point.

VOCs will not adsorb to subsurface materials to any significant degree when those materials are nearly pure minerals which contain little organic matter. Most high-yield aquifers are nearly free of organic matter. The majority of fresh water aquifers and the vadose zone in the Central Valley are fan deposits from the Sierra Nevada and the Coast Range, and are composed primarily of low organic soils and substrata. Therefore, retention of VOCs in the Central Valley by soil and subsurface strata probably is very low.

PCE is a known carcinogen. The Water Quality Advisories for a 1-in-a-million incremental cancer risk

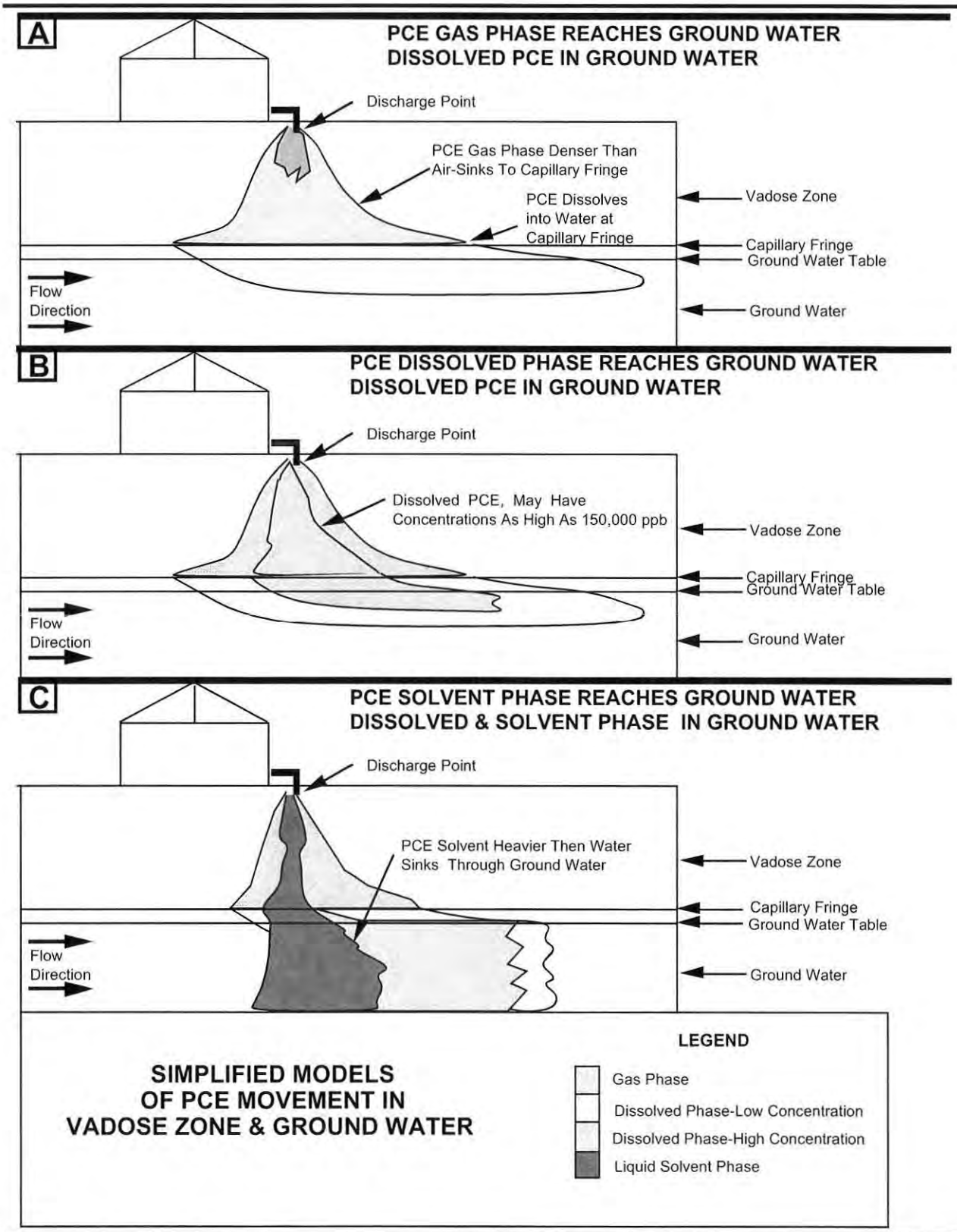

A
PCE GAS PHASE REACHES GROUND WATER
DISSOLVED PCE IN GROUND WATER
Discharge Point
PCE Gas Phase Denser Than
Air-Sinks To Capillary Fringe
PCE Dissolves
into Water at
Capillary Fringe
Vadose Zone
Capillary Fringe
Ground Water Table
Flow
Direction
Ground Water
B
PCE DISSOLVED PHASE REACHES GROUND WATER
DISSOLVED PCE IN GROUND WATER
Discharge Point
Dissolved PCE, May Have
Concentrations As High As 150,000 ppb
Vadose Zone
Capillary Fringe
Ground Water Table
Flow
Direction
Ground Water
C
PCE SOLVENT PHASE REACHES GROUND WATER
DISSOLVED & SOLVENT PHASE IN GROUND WATER
Discharge Point
PCE Solvent Heavier Then Water
Sinks Through Ground Water
Vadose Zone
Capillary Fringe
Ground Water Table
Flow
Direction
Ground Water
SIMPLIFIED MODELS
OF PCE MOVEMENT IN
VADOSE ZONE & GROUND WATER
LEGEND
Gas Phase
Dissolved Phase-Low Concentration
Dissolved Phase-High Concentration
Liquid Solvent Phase

Figure 2

estimate is 0.8 ppb (8). The State of California Department of Health Services Maximum Contaminant Level (MCL) for PCE is five ppb.

SOURCE IDENTIFICATION FOR PCE DEGRADED WELLS

A source investigation is conducted by Board staff to identify the source(s) of contaminant found in a drinking water supply well. This section is divided into two parts: a description of the steps in a source investigation and a general discussion of the results of a PCE source investigation.

SOURCE INVESTIGATION

There are five general steps conducted in a source investigation as follows:

1. Well reported degraded by VOCs
2. Identify possible sources of the VOCs
3. Inspect the users of the VOCs
4. Identify ground water characteristics
5. Conduct a soil gas survey

In step 1, a drinking water well is reported degraded by a VOC to the Board. The main sources of this information are the California Department of Health Services, counties, municipalities and private water companies. The information starts the Board's formal source investigation.

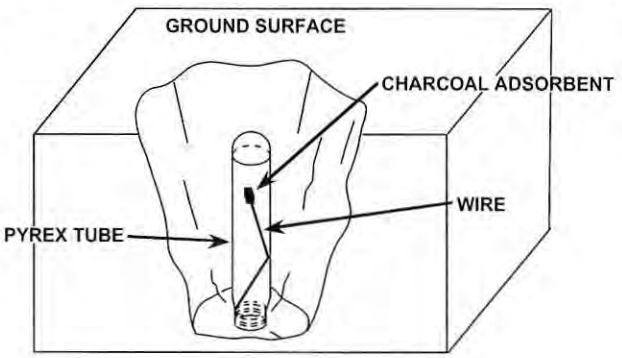
In step 2, staff attempts to identify all possible uses of the VOC(s) of concern. For example, is it used as solvent or refrigerant? Then they identify the type of businesses that would use the VOC(s). At this point staff does research using business directories, phone books, and county and city records to identify those facilities (potential sources) in the past and present that might use or have used the VOC(s) found in the well. This search for potential sources is done for an area approximately 1/2 mile in radius around the well. Some record searches for have gone as far back as the 1930's.

In step 3, inspecting possible sources, a questionnaire is first mailed to potential sources asking the facility operators about their uses of VOCs. This is the initial screening and reduces the quantity of field inspections. For example, if a facility is listed as a dry cleaner in the phone book and the questionnaire response says it is only a transfer station and no solvents are used, then the site would be removed from the potential source list and not inspected.

Staff inspects the facilities that use VOCs and determines if the potential source should be investigated further. If an investigation continues on a facility, then staff samples all discharges leaving the facility (discharges to land, water and sewer).

In step 4, identifying ground water characteristics, staff collects information from government and private ground water studies. The data collected from these studies are correlated to give a general understanding of the stratigraphy and ground water characteristics. This is not site-specific and is done after identifying possible sources so there is not a bias to upgradient sources.

In step 5, the soil gas survey is used to identify areas of VOCs in the soil and ground water. A survey involves placing glass tubes, each containing a carbon coated wire, open end down, 10-12 inches below the soil surface (Figure 3). After placement, the tubes are covered with soil. The evaporating VOC gasses disperse through the soils and reach the survey



SOIL GAS TUBE

Figure 3

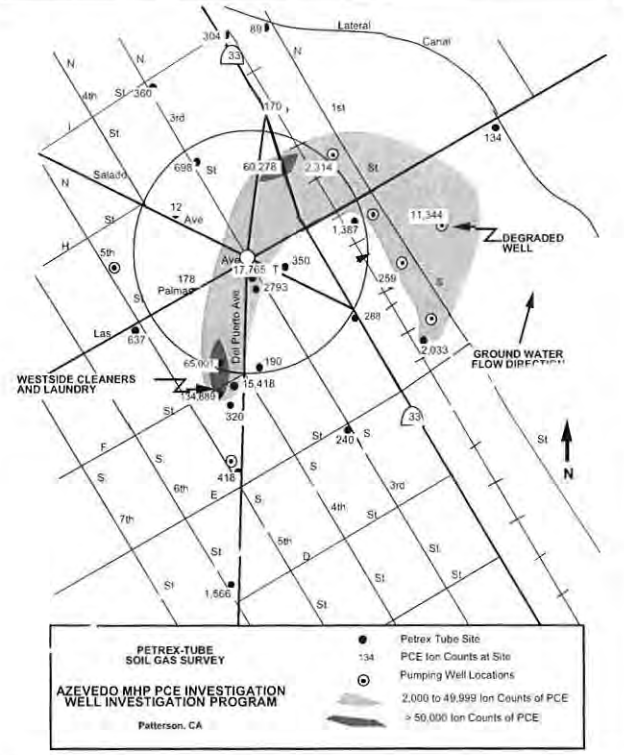


Figure 4

equipment. Approximately six week later, the tubes are removed and sent to the laboratory for VOC analysis. The results are in numbers of a specific VOC molecule retained by the carbon coated wire. The numbers are not concentrations, but are relative to each other. Locations with high counts have more of that VOC in the soil vapor than areas with low counts. Figure 4 is an example of the results of one of these surveys.

At this point the potential sources have been reduced to a few likely sources. It is at this time that site investigations are requested from the likely sources.

RESULTS OF PCE SOURCE INVESTIGATIONS

Staff source investigations have found that PCE is used in several industries (Figure 5) and is a component of several over-the-counter products such as brake and carburetor cleaners and spot removers. Staff surveys of industries other than dry cleaners which used these products show that PCE is not the main constituent in most of them. These products are usually less than 30% PCE, while dry cleaning solvent

IDENTIFIED SOLVENT USERS

- ***Auto/Boat Industry**
  - Service Stations
  - Auto Dealerships
  - Boat Dealerships
  - Truck Repairs
  - Auto Maintenance Facilities
- ***Telephone Companies**
- **Elevator Service Companies**
- **Public Schools**
- **Mobile Home Parks**
- ***Dry Cleaners**
- **Laundries**
- **Print Shops**
  - Newspapers
  - *Copying and Printing Businesses
- **Machine Shops**
  - Electric Motor Repair
  - Sheet Metal & Welding
- **Lumber/Timber Industry**
- ***Over-the-Counter Products**
- **Furniture**
  - Strippers
  - Antique Shops
  - Upholstery Repair
- **Power Stations**
- **Paint Dealers**

* - Industries where at least one product has PCE

Figure 5

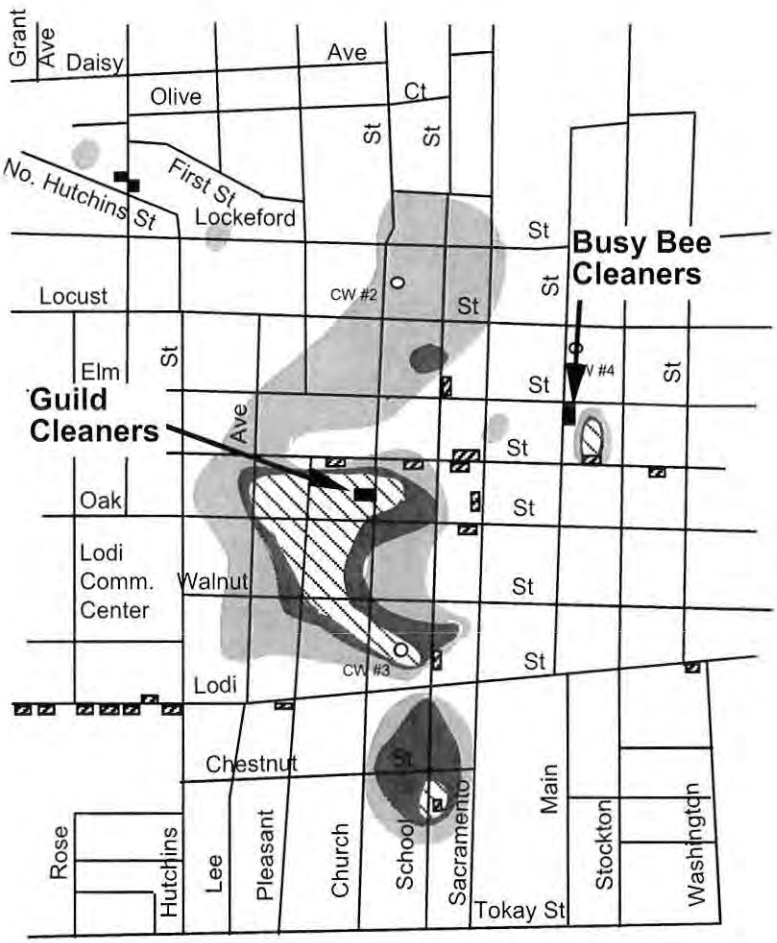
is 100% PCE. Dry cleaning uses a large quantity of PCE solvent compared to other potential sources. The typical cleaner uses between 15 and 40 gallons a month of pure PCE. Many of the other industries also collect the solvent after use for recycling and do not discharge waste liquids to the land or sewer. Also, many of the solvents used that contain PCE are in aerosol cans. The solvent is sprayed on the part to remove grease and as the part dries, the PCE volatilizes into the air. Most industries other than dry cleaners which use solvents have no daily discharge of waste liquids containing PCE.

The staff soil gas surveys, which include all solvent users, show dry cleaners as the source areas. Figures 6 and 7 are two examples. None of the soil gas surveys have shown PCE vapor plumes near other solvent users.

Based on questionnaires, inspections, handling practices and soil gas surveys, staff concludes that dry cleaning is a major source of PCE ground water degradation in the Central Valley.

LODI

SEWER LINES



EXPLANATION

N

- Currently operating dry cleaners
- Past dry cleaners
- < 10,000 PCE ion counts
- 100,000 - 200,000 PCE ion counts
- 10,000 - 100,000 PCE ion counts
- > 200,000 PCE ion counts

SCALE

0.0 0.1 0.2 0.3 0.4 0.5 Miles

Figure 6

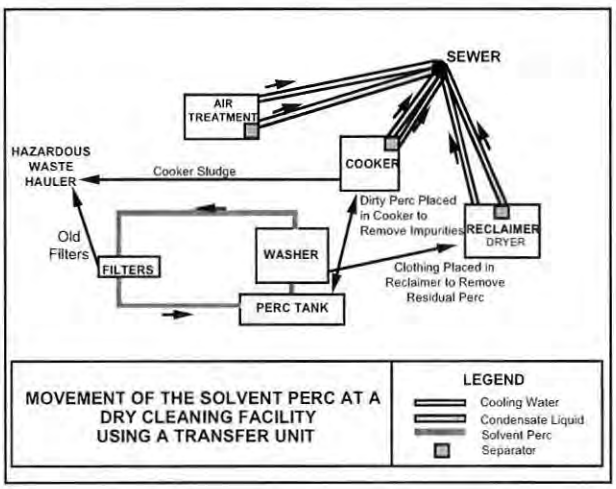
CITY OF MERCED
WELLS 3 & 5
PCE
INVESTIGATION
SOIL GAS SURVEY - JANUARY 1991
PCE COUNTS
5,000 - 10,000
10,000 - 100,000
> 100,000
CITY OF MERCED WELL
GROUND WATER INVESTIGATION
KNOWN DISCHARGE OF PCE TO SOILS, UNDER INVESTIGATION
SCALE
0
1000
in feet
N
MERCED LAUNDRY
SIMPSON CLEANERS
Sunshine Cleaners
ONE HOUR MARTINIZING
CITY OF MERCED WELL 5
CITY OF MERCED WELLS 3A,1B&2
HIGHWAY 99
RAILROAD
PACIFIC
SOUTHERN
WEST 21th STREET
WEST 20th STREET
WEST 19th STREET
WEST 14th STREET
WEST 15th STREET
WEST 13th STREET
WEST 12th STREET
MAIN STREET
16TH STREET
CANAL STREET
G STREET
H STREET
I STREET
J STREET
K STREET
N STREET
O STREET
P STREET
R STREET
S STREET
Y STREET

Figure 7

DRY CLEANERS OPERATION AND DISCHARGE LOCATIONS

There are two basic types of dry cleaning machines, transfer and dry-to-dry. Both have similar types of discharges with the dry-to-dry machine being more efficient. The only major difference is that the dry-to-dry unit does the washing and drying of the clothing in the same machine, while a transfer unit use separate machines. The following section is a general description of a facility containing a transfer unit.

Dry cleaning transfer systems include a dry cleaning wash unit, PCE storage tank (generally part of the wash unit), reclaimer (dryer), cooker and vapor condenser (Figure 8). Pure PCE solvent is added directly from the PCE tank to the wash unit. A small amount of water and soap is usually added to remove stains that PCE will not. Most facilities send the spent solvent (after washing cycle) through solid filter canisters to remove solids and then return it to the PCE tank in a closed system. The solvent in the PCE tank also is periodically purified by physical transfer to the cooker, which separates solvent from solids through distillation and forms a sludge at the bottom.



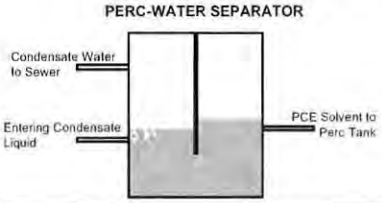


Figure 8

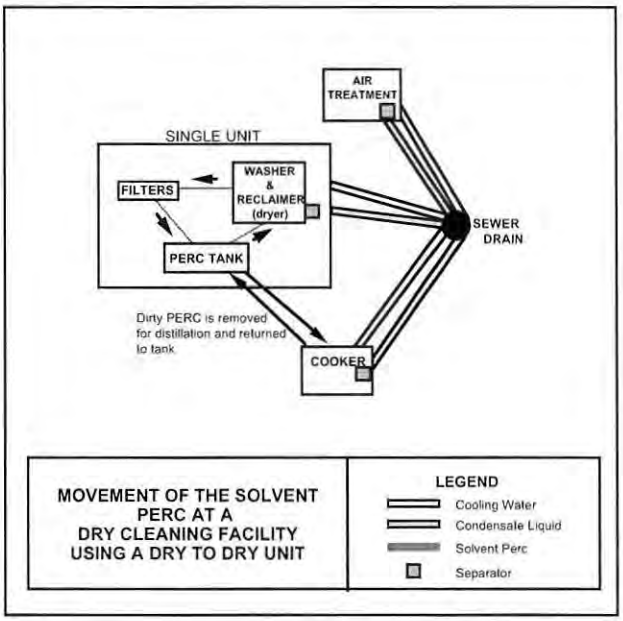
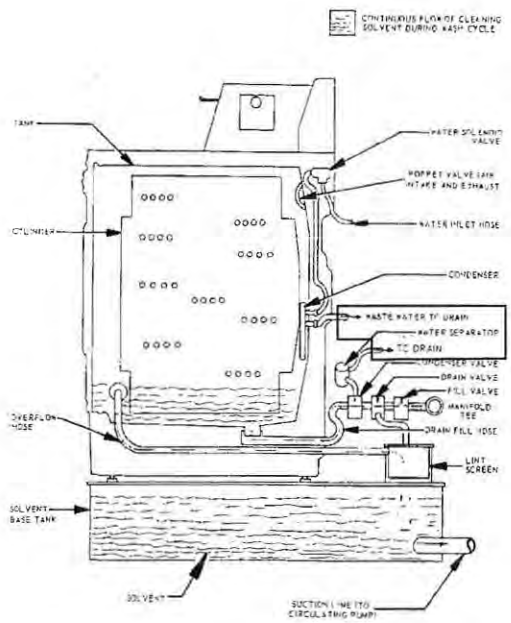


Figure 9

After washing, the clothing is removed from the wash unit and placed in the reclaimer to remove residual solvent. This drying process removes PCE solvent by heating the clothing which causes the solvent and any water to evaporate. The vaporized solvent and water is then removed from the drying portion of the machine and condensed. The PCE-water separator, which is connected to the back of the unit, takes the condensed liquid that contains PCE and water and allows the heavier PCE to settle to the bottom for reuse. The air scrubber (sniffer) extracts and cleans vapors from the other dry cleaning components and the air. These vapors also are condensed and the PCE and water separated.

In general, information provided by dry cleaner operators, inspections done by staff, and manufacturers' service manuals show that dry cleaning equipment is designed to discharge wastewater to the sewer. Figures 8 and 9 are schematics showing the two main types of wastewater discharges from dry cleaning equipment: liquid from the PCE-water separators and cooling water. Figure 10 is a schematic from one manufacturer's service manual that shows that wastewater should be discharged to the drain (11). This is typical of service manuals.



COIN-OP DRY TO DRY UNIT

Graphic From - Norge Sales Corporation, Service Instruction and Parts Catalog, 1961

Figure 10

The water from the PCE-water separators has been in direct contact with PCE. Water samples from separators at some cleaners have had such high concentrations of PCE that after the sample bottle sat for a day, solvent had separated out. As much as 30 percent of some samples has been pure solvent. PCE-water separator waste liquid has had PCE levels up to 1,119,300 ug/l (ppb), with an average of 151,800 ppb and median 64,000 ppb (Figure 11). Cooling water samples at dry cleaners have usually ranged from 3 to 70 ppb PCE, but some have been as high as 4,000 ppb (Figure 12).

EVIDENCE AND THEORY ON HOW PCE IS LEAVING THE SEWER LINES

Based on site inspections, the majority of the cleaners had only one discharge point and that was to the sewer. Because of these discharges, staff investigated sewer lines as a possible discharge point for PCE to the soils. Samples taken from these lines indicated that liquids or sludges with high concentrations of PCE are lying on the bottom of the sewer. Soil gas surveys

DRY CLEANERS SAMPLING RESULTS FROM CONDENSATE LIQUID

CLEANER	CITY	DATE	RESULT in ppb	UNIT
Busy Bee	Lodi	9/11/90	60,699	Reclaimer
Turlock Cleaners	Turlock	4/29/91	62,755	Cooker
Snow White	Turlock	1/26/89	140	Reclaimer
			56	Cooker
Durite Cleaners	Turlock	1/30/89	15,000	Sniffer & Reclaimer II
			150,000	Reclaimer I
Brite Cleaners	Turlock	5/11/89	66,000	Reclaimer
Southgate Norge	Sacramento	3/20/91	247,000	Sniffer & Reclaimer
Tillet Cleaners	Roseville	4/11/89	74,000	Reclaimer
Merced Laundry	Merced	11/29/88	130,000	Sniffer
Modesto Steam	Modesto	4/30/91	1,119,300	Reclaimer
			139,087	Cooker
			8,120	Chiller
			53,618	Recalimer
		Median	64,000	
		Average	151,800	

Figure 11

CONCENTRATION OF ORGANIC CHEMICALS IN COOLING WATER FROM DRY CLEANERS

DRY CLEANERS	CITY	DATE	RESULTS in ppb	
Busy Bee	Lodi	8/24/89	0.66	PCE
			2.1	TCE
			0.69	1.1-DCE
		8/28/90	1.2	PCE
			1	TCE
DuRite	Turlock	11/29/91	6.3	PCE
			4.7	PCE
			1.7	PCE
			5.3	PCE
Turlock	Turlock	5/21/90	0.8	PCE
			1.3	PCE
Bright	Turlock	5/11/89	2.7	PCE
Tillet	Roseville	11/30/88	67	PCE
			32	Chloroform
		2/10/89	1.1	PCE
			23	Chloroform
Deluxe	Roseville	2/26/89	0.8	PCE
			69	Chloroform
Elwood's	Modesto	4/30/91	14	PCE
Parkway	Merced	9/8/88	69	PCE
Simpson	Merced	9/8/88	38	PCE
Southgate Norge	Sacramento	1/12/89	28	PCE
Merced Laundry	Merced	11/29/89	4000	PCE

Figure 12

done by staff and by private consultants illustrate high PCE vapor concentrations along the sewer lines. Work done by the City of Merced shows that intact sewer lines can and have discharged PCE to the soil.

Below are descriptions of sampling done and our interpretation of the data. Following these descriptions is a section on the theories of how PCE escapes from the sewer pipes.

SOIL GAS SURVEYS

Soil gas surveys related to PCE in ground water have been done by Board staff in Sacramento, Lodi, Merced, Modesto, Stockton, Roseville and Turlock. Every place PCE molecules have exceeded 100,000 counts and monitoring wells have been installed, PCE levels in ground water exceeded the MCL. In most cases, the PCE concentration in ground water has exceeded 300 ppb, which is 60 times the MCL. Thus, this survey technique has been very successful.

Figures 13 through 16 are maps showing results of soil gas surveys from Turlock, Modesto, Lodi and Merced which illustrate that PCE vapors are higher along the sewer lines. The highest counts are usually near the cleaners, but the counts continue high from the sites down the sewer line.

Around several dry cleaners near Stockton, a private consultant performed a soil vapor survey for PCE. The consultant extracted a volume of air from the soils

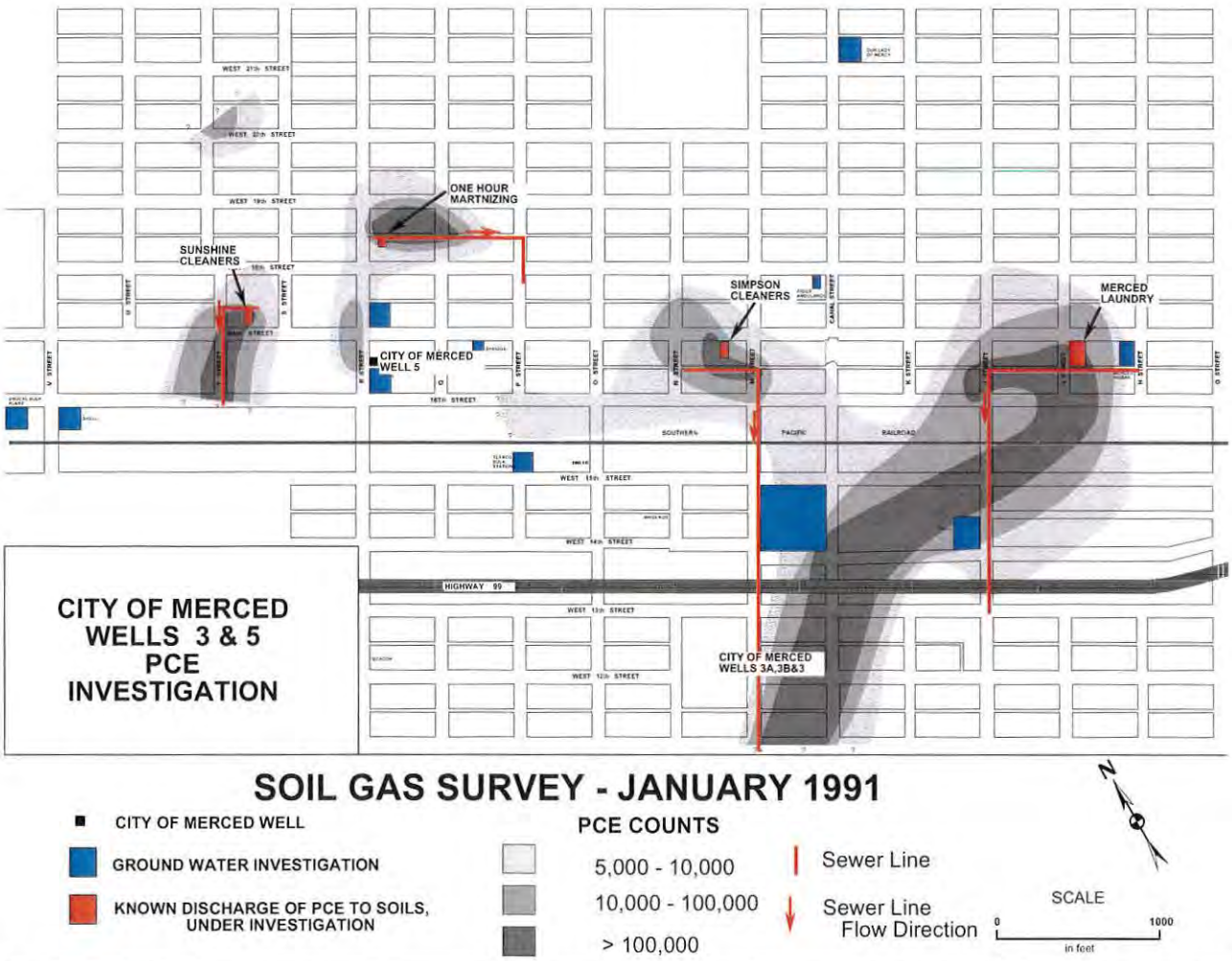


FIGURE 13

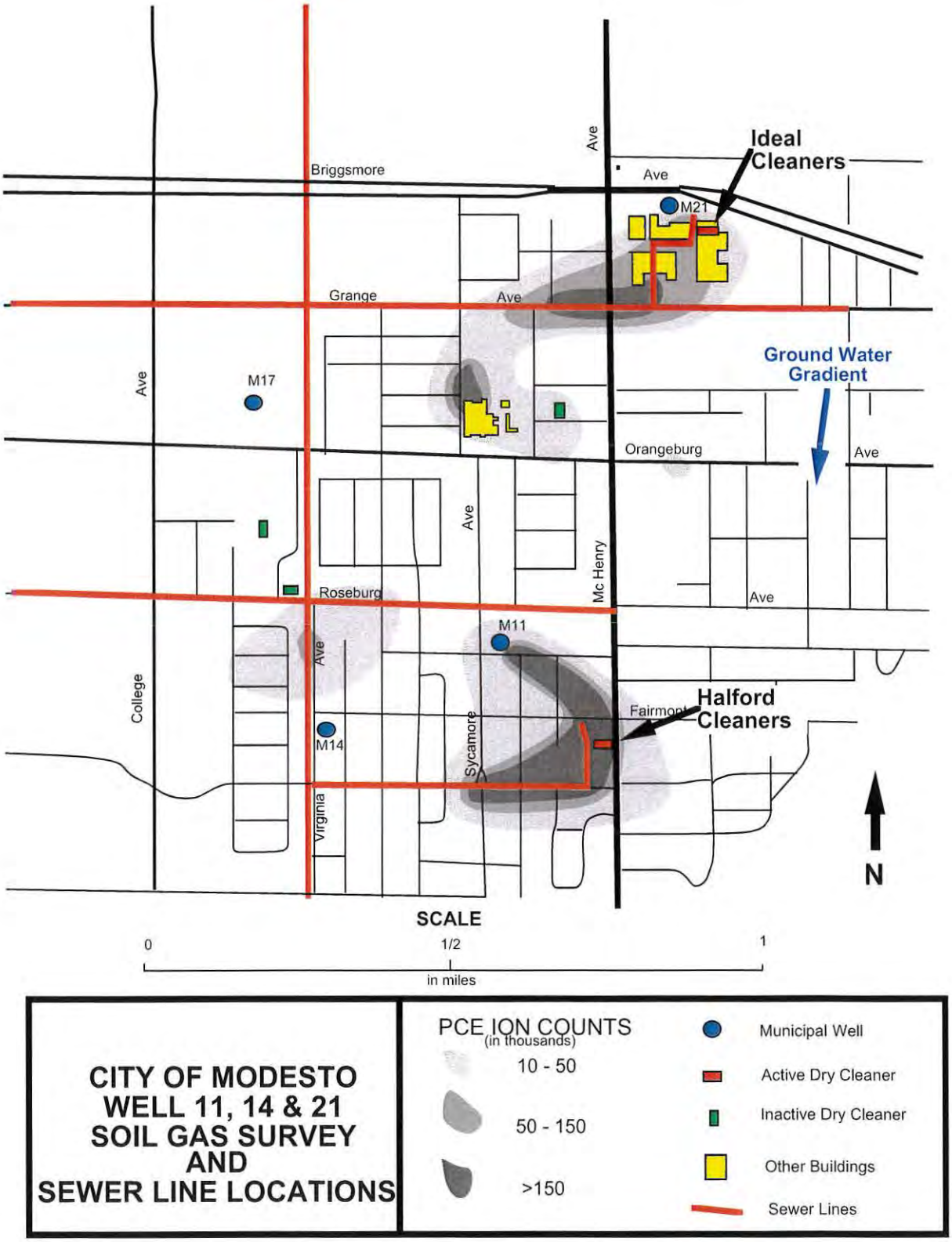

Ideal Cleaners
Briggsmore
Ave
M21
Grange
Ave
Ground Water Gradient
M17
Ave
Orangeburg
Ave
Ave
Mc Henry
Roseburg
Ave
M11
College
Ave
Halford Cleaners
Fairmont
M14
Sycamore
Virginia
N
SCALE
0
1/2
1
in miles
CITY OF MODESTO
WELL 11, 14 & 21
SOIL GAS SURVEY
AND
SEWER LINE LOCATIONS
PCE ION COUNTS
(in thousands)
10 - 50
50 - 150
>150
Municipal Well
Active Dry Cleaner
Inactive Dry Cleaner
Other Buildings
Sewer Lines

Figure 14

LODI

SEWER LINES

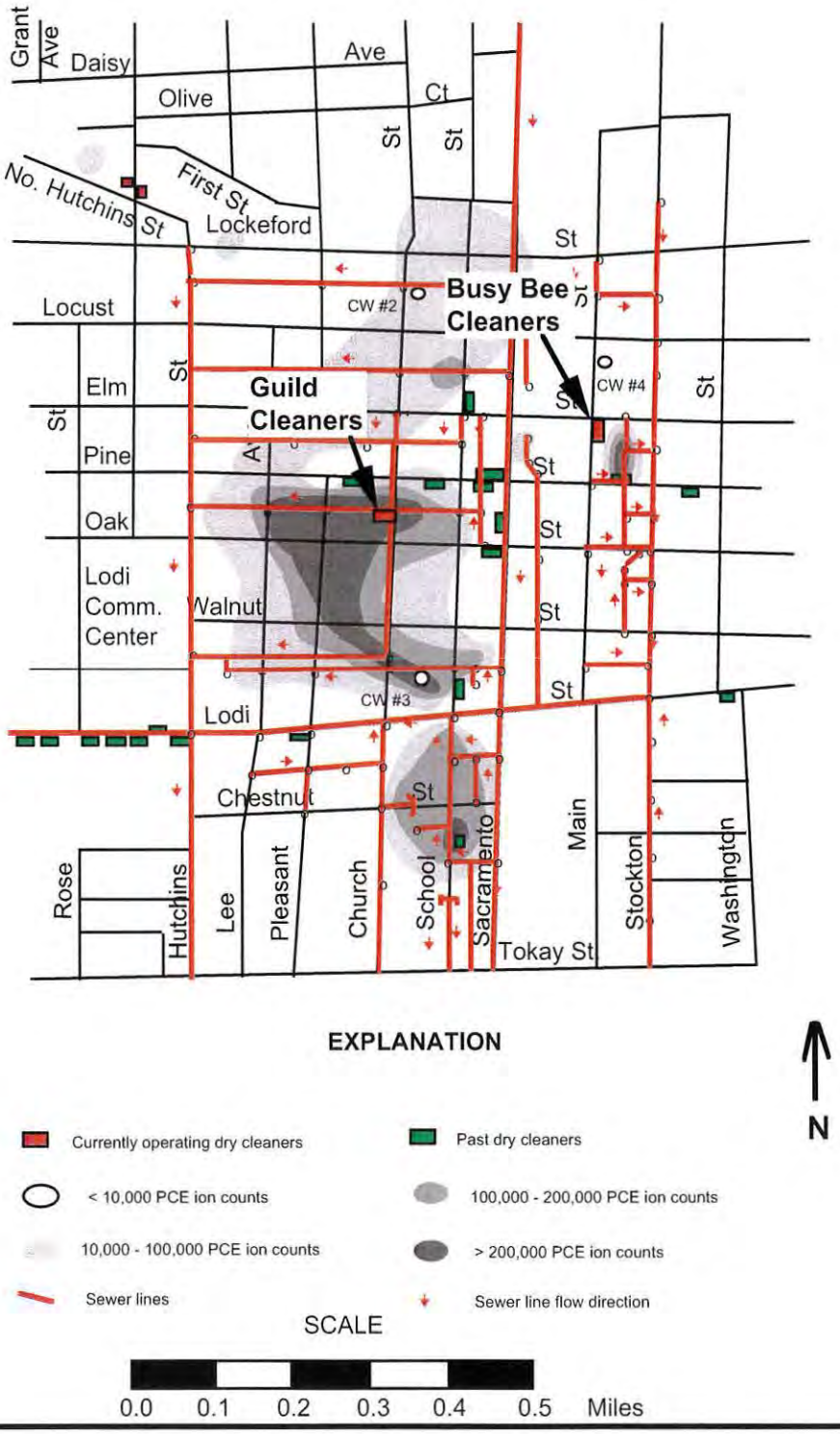


Figure 15

TURLOCK SOIL GAS SURVEY

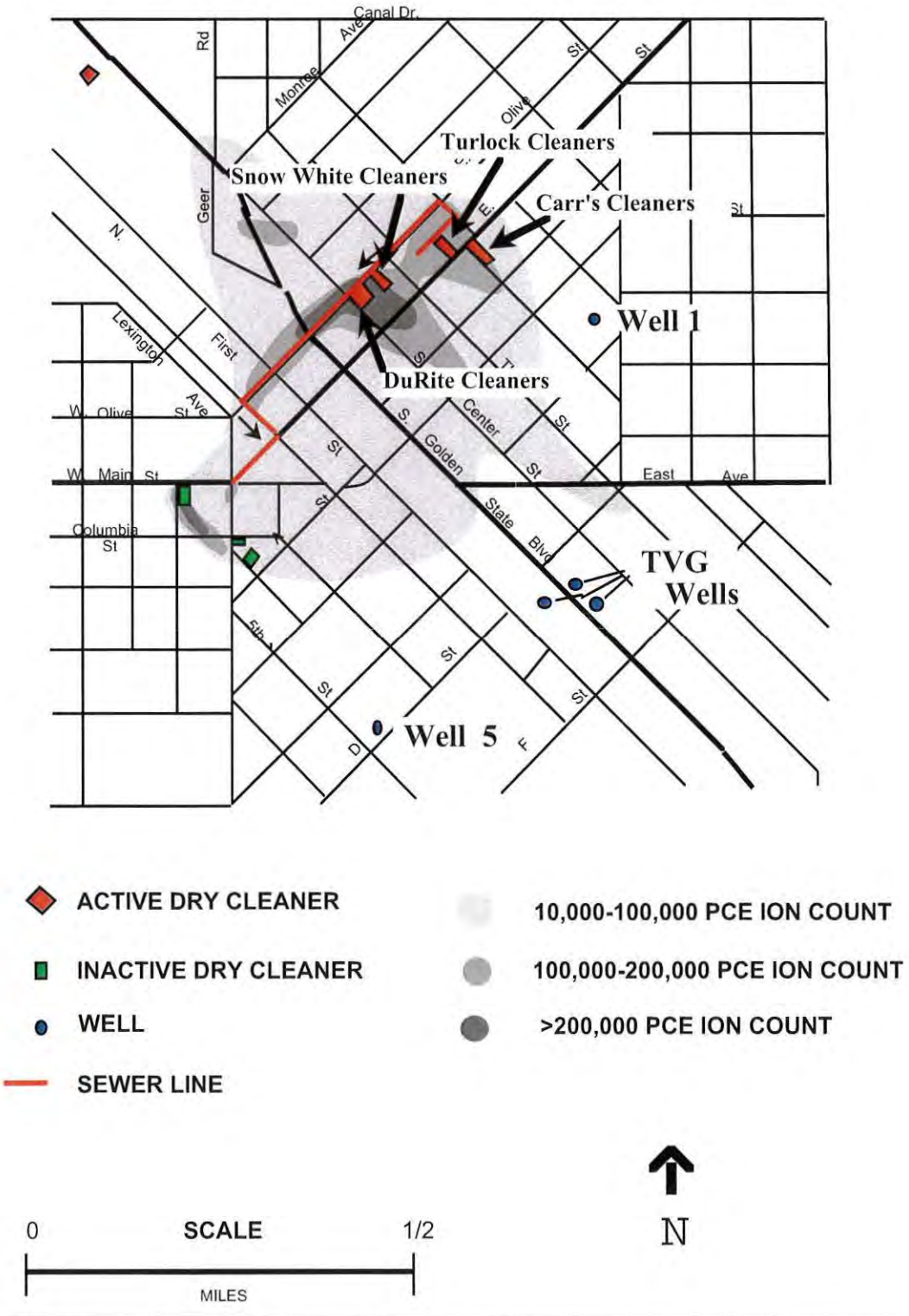


Figure 16

and ran the sample through a gas chromatograph. This survey also indicates high concentrations of PCE vapor along the sewer line (Figure 17). There are similar surveys done by other private consultants with the same results.

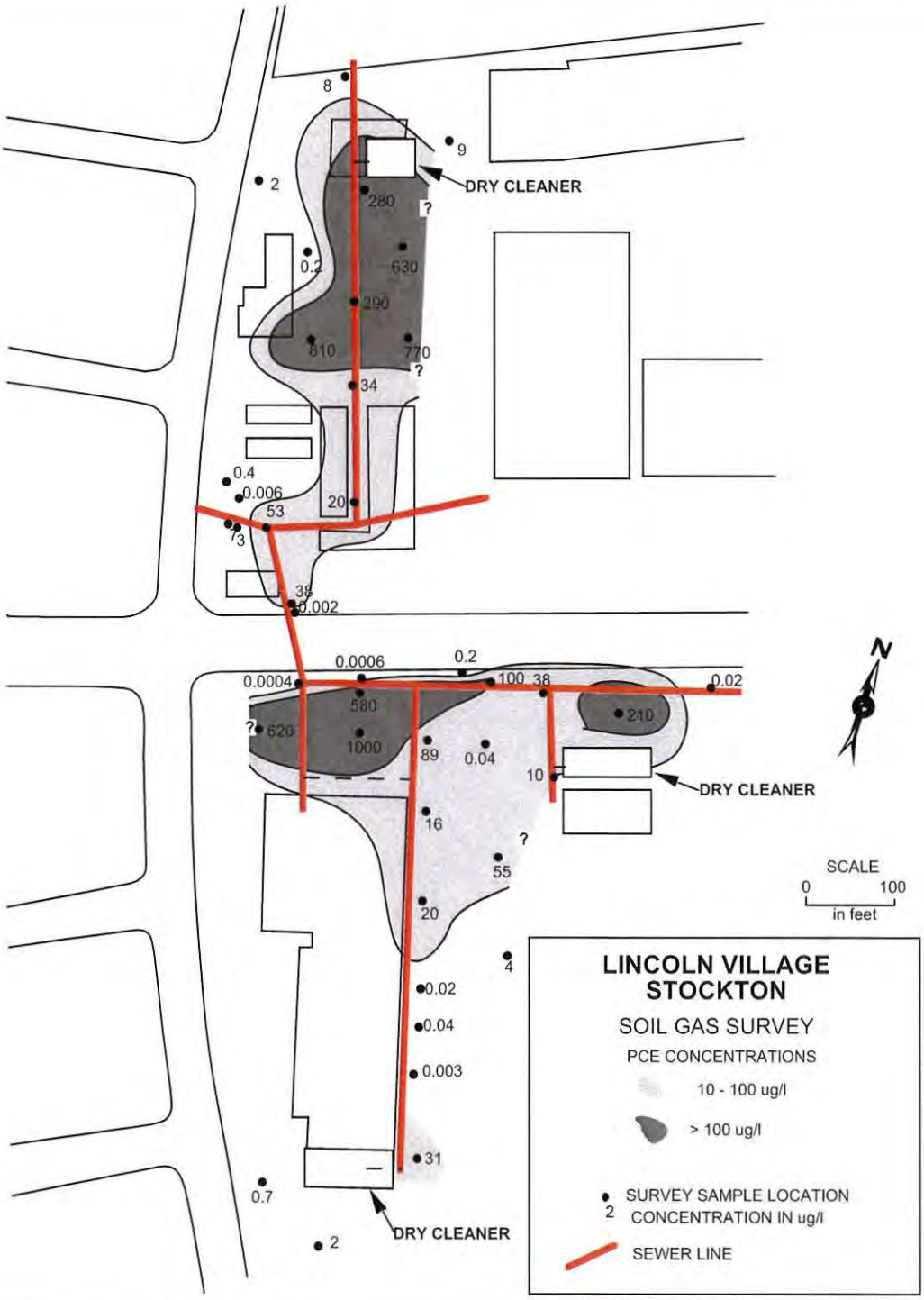


Figure 17

SEWER MAIN SAMPLING

Three samples are usually taken from the sewer: an upgradient, a downgradient and a flush sample. The upgradient (background) and downgradient samples are taken at the sewer access just above and below where the dry cleaner's sewer lateral enters the main (Figure 18). All samples are taken by placing a jar on a pole and scooping liquid into the jar. The liquid is then poured into volatile organic analysis (VOA) bottles and sent to a California certified lab for analysis. The flush sample is taken after stirring up the bottom sediment by adding large quantities of water (and sometimes running a ball down the line). The flush sample is taken at the downgradient sewer access, when an increase of flow is noted (Figure 18).

The concentration of PCE in the downgradient sample has always exceeded that in the upgradient sample, and in most cases PCE in the upgradient sample was not detected. When flush samples were taken, their PCE content almost always exceeded that in the downgradient sample. Since water is being added to the system, one would expect the PCE concentration to decrease in the flush sample because of dilution. Therefore, the increase indicates that PCE liquids or sludges are sitting on the bottom of the sewer line.

SEWER SAMPLING ADJACENT TO DRY CLEANERS

	Upgradient in ppb	Downgradient in ppb	Flush in ppb
MERCED			
Merced Laundry	-	180	-
One Hour Martinizing "R"	NF	110	23,000
One Hour Martinizing "G"	NF	730	96,000
Simpson Cleaners	-	-	6,300
Sunshine Cleaners	NF	-	167,000
Parkway Cleaners	NF	853	280,000
SACRAMENTO			
Southgate Norge Cleaners	NF	350	830
ROSEVILLE			
Deluxe Cleaners	-	120	260
Tillets Cleaners	NF	28	380
TURLOCK			
Carr's Cleaners	<0.5	14	2.5
Snow White Cleaners	1,800	3,800	220
Turlock Cleaners	NF	3,500	<25
Bright Cleaners	<0.5	0.6	23,000
Durite Cleaners	35	190	<5
LODI			
Busy Bee	NF	700	280,000
Woodlake Cleaners	-	620	210,000
Guild Cleaners	<0.5	24	<5
	Median	190	3,565
	Average	748	67,937

NF - NO FLOW

Figure 18

CITY OF MERCED

Between 12 January and 2 February 1989, the City of Merced conducted soil sampling near four dry cleaners. The City staff did a video scan of the sewer lines at each of the cleaners to check for possible leaks. After these scans, they drilled a soil boring adjacent to the sewer line downgradient of each facility where a problem was seen on the video tape. If the tape showed no problem, they drilled adjacent to the sewer line near the dry cleaner. In each boring they took several soil samples and had them analyzed for VOCs by EPA Method 8010. They also took soil vapor measurements using a Sensidyne-Gastec system (similar to Draeger tubes) with a detection limit of 400 ppb.

In addition to the City's work, each dry cleaning facility had a monitoring well (MW) drilled as required by staff. Soil samples were taken every five feet during drilling and analyzed for VOCs using EPA Method 8010. One ground water sample was taken from each well and analyzed for VOCs using EPA Method 601.

Parkway Cleaners

Figure 19 contains the data from the Parkway Cleaners site. The MW was drilled approximately 22 feet from Parkway's sewer lateral and 15 feet from the sewer main. Soil samples from the well boring had low levels of PCE (<5 ppb). The concentration of PCE in the ground water was 160 ppb.

The City's video scan of the sewer main showed no breaks in the clay pipe. Because of this, the City arbitrarily selected a soil boring site adjacent to the sewer line, six feet downgradient from Parkway Cleaners' sewer lateral. The PCE concentration in the soil sample in the City soil boring was 120 times

PARKWAY CLEANERS

MERCED

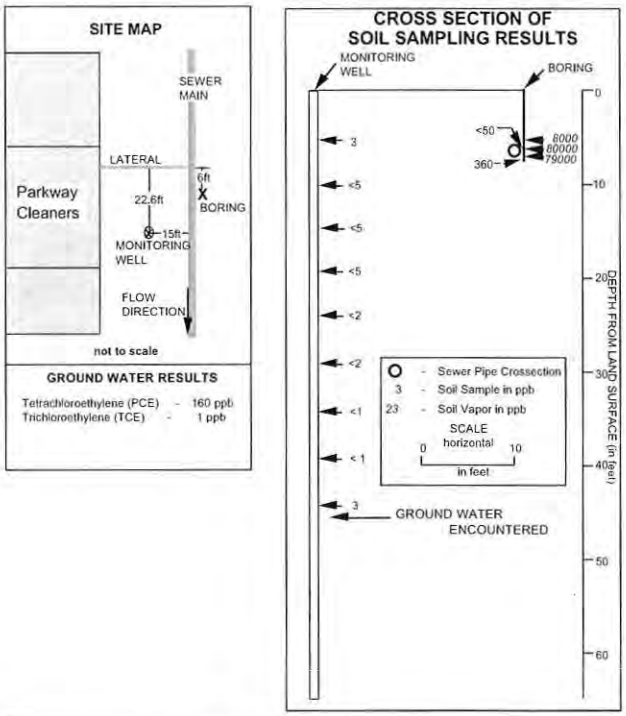


Figure 19

higher than was found in the MW. Also, soil vapor samples in the City boring contained up to 80,000 ppb PCE.

At this location the levels in the soil are much higher adjacent to the sewer line than in the MW. Also the data from the sampling adjacent to the sewer line indicate that PCE has moved from the line into the adjacent soils.

Simpson's Cleaners

Figure 20 illustrates the data from the Simpson's Cleaners site. Soil samples taken during the drilling of the MW at the southwest corner of the facility had PCE levels from non-detect to 71 ppb. The shallow ground water sample had 270 ppb PCE and also contained 29 ppb trichloroethylene (TCE), 65 ppb cis-1,2dichloroethene (DCE), two ppb trans-1,2-DCE, and 6 ppb 1,2-dichloroethane, all of which are breakdown

SIMPSON'S CLEANERS

MERCED

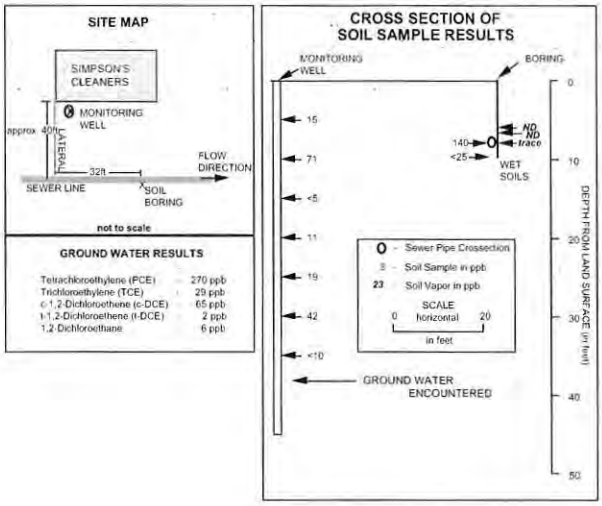


Figure 20

products of PCE. The MCL for TCE is 5 ppb and for DCE is 6 ppb.

The City's video scan of the clay sewer main adjacent to the cleaners showed a break at one of the joints. This break is approximately 40 feet downstream along the sewer line from the southeast corner of Simpson's Cleaners. While drilling alongside this joint the soil became very wet. One of the soil samples had 140 ppb PCE, higher than samples taken from the MW boring. The soil gas measurement readings were non-detect.

Again the soil sample adjacent to the sewer line contained higher PCE levels than samples taken from the MW boring. One probable reason the soil gas measurements were non-detect at the joint was the soils were very wet, which means the soil pores were probably full of water leaving no available room for the soil vapor.

Sunshine Cleaners

Figure 21 contains the data from the Sunshine Cleaners site. The MW was drilled near the northeast corner of the cleaners, 9.5 feet from its sewer lateral. The soil samples from the MW had PCE concentrations up to

SUNSHINE CLEANERS

MERCED

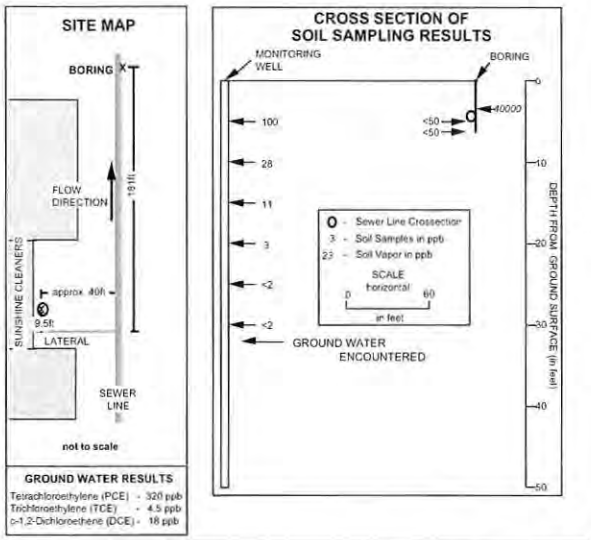


Figure 21

100 ppb. The ground water sample had 320 ppb PCE, 4.5 ppb TCE and 18 ppb DCE.

The City's video scan of the sewer line showed no breaks in the concrete sewer main. The City personnel chose a sag in the sewer main where the water pools for the location of the adjacent soil boring. This site was 181 feet downgradient of the cleaner's sewer lateral. PCE in the soil samples was nondetect, but the detection limit was high at 50 ppb. The Sensidyne-Gastec vapor system had a reading of 40,000 ppb in the boring.

The high levels detected by the Sensidyne-Gastec system indicates even at a distance of 181 feet downgradient from the dry cleaner, the concentration of PCE in the soil gas is significant. No comparison of soil samples between the MW and City's soil boring can be made because of the high detection limit from the City's samples.

One Hour Martinizing "R" Street

Figure 22 shows the data from the One Hour Martinizing "R" Street site. The MW was drilled eight feet northwest of the sewer line approximately 16 feet

ONE HOUR MARTNIZING

R STREET, MERCED

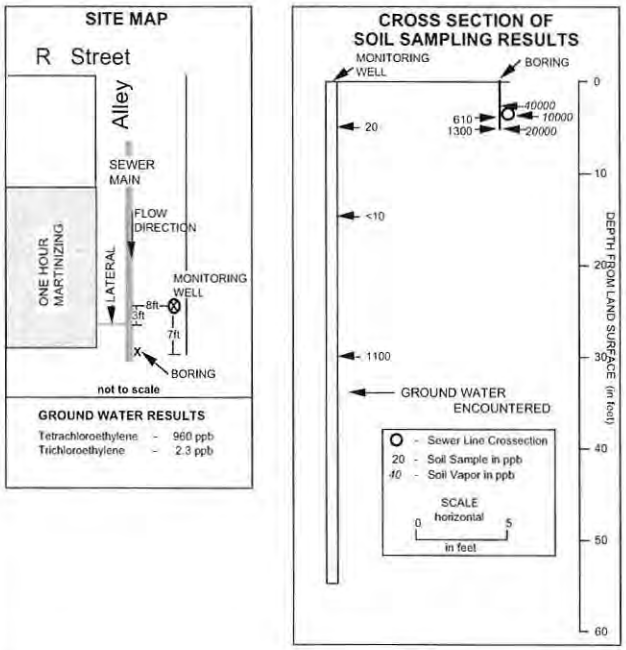


Figure 22

from the cleaner's northwest wall. PCE levels in the soil samples taken during drilling of the MW were low in the upper 20 feet ranging from nondetect to 20 ppb, but near the ground water a soil sample had 1,100 ppb PCE. The ground water sample had PCE and TCE with concentrations of 960 ppb and 2.3 ppb, respectively.

The City's video scan of the clay sewer line showed no breaks. The City personnel decided to drill adjacent to a bell joint four feet downgradient from where the cleaner's sewer lateral intersects the sewer main. Soil samples in this boring had PCE at 610 ppb (depth 461') and 1,300 ppb (depth 63"). The City took three Sensidyne-Gastec system measurements at the following depths from the surface: 361' (above the main), 461' (bottom side of pipe) and 631' (below the main), and the readings were 40,000 ppb, 10,000 ppb and 20,000 ppb, respectively.

Along the sewer main, the soil gas measurements and

the soil samples had high levels of PCE, indicating that at this location the sewer main is discharging PCE.

THEORIES ON HOW PCE LEAKS FROM SEWER LINES

Based on staff field work and research, there are five likely methods by which PCE can penetrate the sewer line:

1. Through breaks or cracks in the sewer pipes
2. Through pipe joints and other connections
3. By leaching in liquid form directly through sewer lines into the vadose zone
4. By saturating the bottom of the sewer pipe with a high concentration of PCE-containing liquid and then PCE volatilizing from the outer edge of the pipe into the soils
5. By penetrating the sewer pipe as a gas

The literature indicates that all sewer lines leak to some extent. According to Metcalf and Eddy, Inc., "When designing for presently unsewered areas or relief of overtaxed existing sewers, allowance must be made for unavoidable infiltration..." (6). If the soils become saturated and liquids can infiltrate, then a conclusion can be made that liquids on the inside of the pipe can exfiltrate when soils are not saturated.

Below is a brief description of the five methods.

Methods 1 and 2

Methods 1 and 2 are similar in that leakage of liquid is caused by a failure of the sewer pipe system. The failure could be catastrophic, causing large volumes of liquids to leave the system, or could consist of many small leaks causing constant smaller flow. These discharged liquids then would move down through the vadose zone to the ground water. Methods 1 and 2 also apply to PCE in vapor form which can move easily through breaks, cracks, joints, and other connections.

Many of the sewer lines have low spots in which liquids accumulate. These low spots are caused by settlement or poor construction which causes the sewer line to bend. Sewer pipes are brittle, so when the line bends, fractures are likely to occur, increasing the leakage of the pipe. Since PCE is heavier than water (1.63 times the weight of water at 20°C), it tends to collect in these low spots and then flow through the pipe fractures into the vadose zone.

At pipe joints and other connections, PCE can move out of the sewer as liquid or gas. Also, as the pipes shift after installation, they could separate at the joints, allowing PCE to discharge even more easily to the vadose zone. Current gasket technology and reduction in leakage factors of pipes by the industry has reduced discharges at this point. But most commercial and retail districts in the cities of the Central Valley have pipes that predate this technology.

Method 3

By this method, PCE-containing wastewater or PCE liquid penetrates a sewer pipe without any breaks. In this case liquid leaves the pipe and enters the vadose zone (Figure 23). Sewer pipe is not impermeable to water or PCE. When liquid collects in a low spot of the sewer pipe, it cause an increase in the hydraulic

head in the line. This extra head provides a larger driving force downward through the pipe.

From sewer sampling we know that PCE-containing sludges and/or liquids collect on the bottom of the sewer line. Video taping of sewer mains have shown that almost all lines have low points where liquids and sludges collect. Because PCE is heavier than water and is attracted to organic matter, it would have a tendency to collect in these low spots. Also, PCE viscosity is less than that of water (0.9 for PCE versus 1 for water), making it flow easier through a pipe wall than water. This makes the pipe more permeable for PCE.

Method 4

This is similar to Method 3 except that the hydraulic head in the pipe is not large enough to force liquid

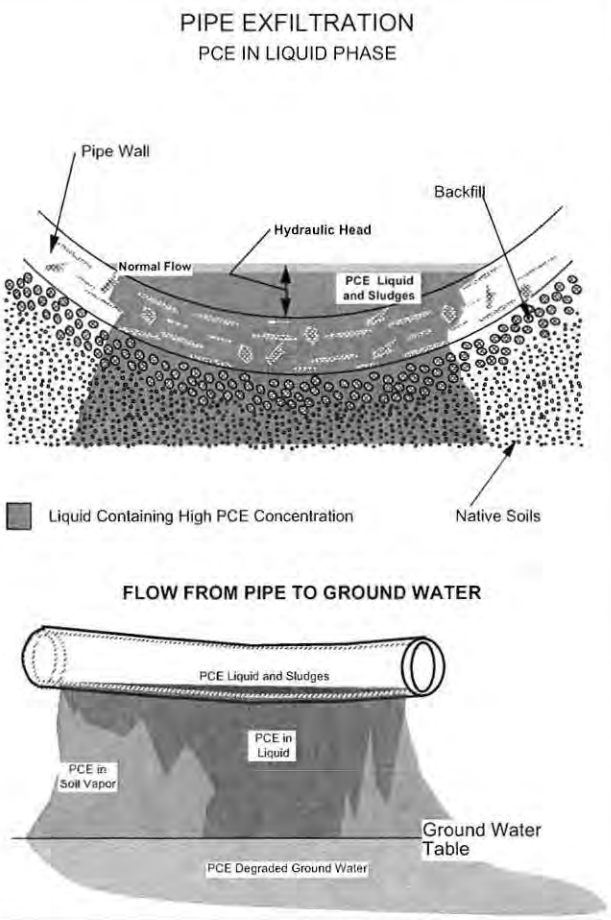


Figure 23

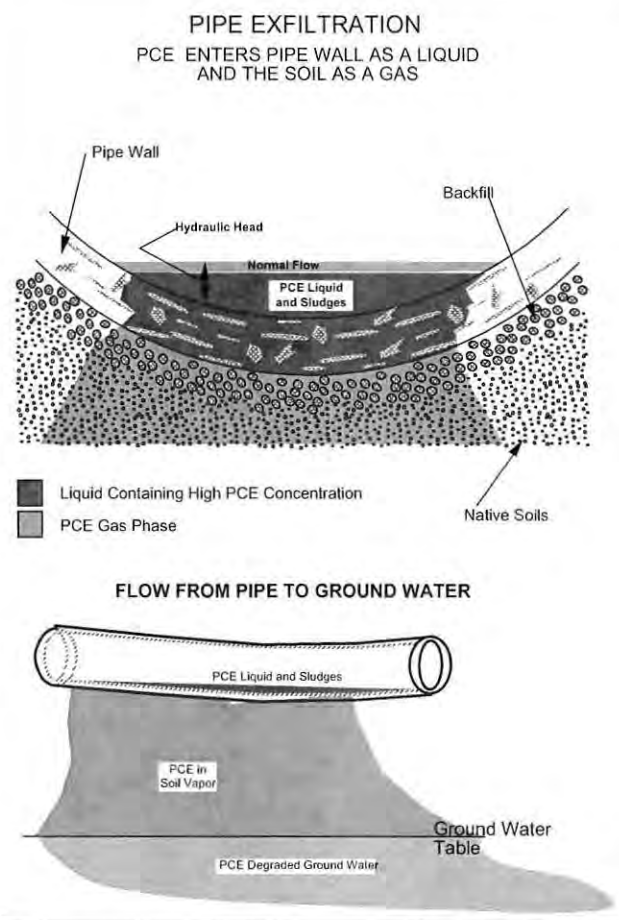


Figure 24

into the vadose zone. In this method, the pipe walls still have a high concentration of PCE-containing liquids (Figure 24). Being volatile, PCE turns into a gas at the liquid-soil vapor interface at the outer edge of the pipe. Since the vapor density of PCE is 5.83 times greater than air, the PCE gas in soil vapor would sink towards ground water, causing ground water degradation.

Method 5

In this method, PCE volatilizes inside the pipe and moves as a gas through the sewer pipe wall (Figure 25). The piping material is not designed to contain gas. The concentration of PCE gas in the pipe is greater than in the surrounding soils causing a concentration gradient. This causes a dispersion through the sewer pipe to the less concentrated area.

Another reason gas will penetrate the pipe is due to pressure. The gasses inside the pipe may increase the pressure above atmospheric. This would cause a pressure gradient from higher pressure in the pipe to lower pressure in the vadose zone. The gradient would force PCE gas into the vadose zone. As described above, PCE gas is heavier than air and so would tend to sink towards ground water.

Summary of Methods

Methods 3, 4 and 5 probably occur in all piping. They would cause a constant influx of PCE into the vadose zone downgradient from a dry cleaner. This liquid containing PCE or PCE in gas form then moves downward and eventually degrades the ground water.

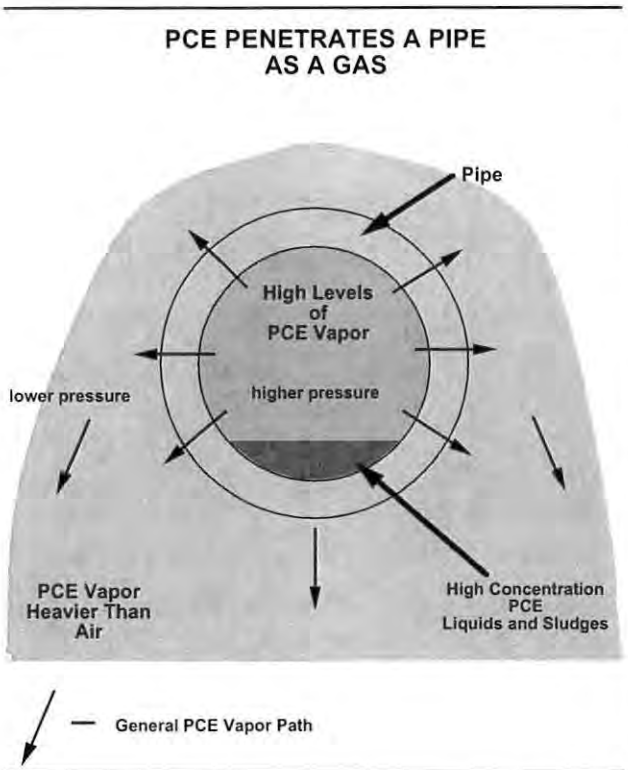


Figure 25

Leakage through small fractures in Method 1 is likely in most of these brittle pipes as they settle. Small fractures occur causing an increase in the permeability of the pipe. This would cause a constant leakage. These small fractures cannot be seen by video taping the inside of the sewer pipe.

CONCLUSION AND RECOMMENDATION

The Board has identified the potential sources of PCE in 21 wells, and 20 of those are affected by one or more dry cleaners. Because of the location of the remaining wells (i.e. in residential and retail areas), the staff expects that the majority of the wells with PCE will have dry cleaners as the source.

The evidence from five years of investigations shows PCE has been found in the ground water and vadose zone near dry cleaners throughout the Central Valley. In most dry cleaners, the only liquid discharge of PCE-containing wastewater is to the sewer line. The substantial evidence collected by dry cleaners' consultants, muncipalities, and staff, shows or demonstrates that PCE has discharged from the sewer lines directly into the vadose zone. The PCE then migrates through the unsaturated subsurface to the ground water. Based on information collected from operators of dry cleaners, dry cleaning literature and staff site inspections, the dry cleaning equipment at most facilities is designed to discharge to sewer lines.

Presently, all the dry cleaners investigated in a well source investigation have been identified as sources of PCE in the ground water. All of the dry cleaners that have drilled monitoring wells have had shallow ground water contamination well above the MCL of 5 ppb set by the State Department of Health Services (monitoring well levels range from 120 - 32,000 ppb). With approximately 285 dry cleaners in the cities of Sacramento, Chico, Lodi, Modesto, Turlock, Stockton and Merced, and numerous more in other cities, staff expects that many more wells will be degraded by PCE in the future.

In conclusion, the PCE discharges from dry cleaners to sewer laterals, then to sewer systems and then to soils have caused soil and ground water degradation.

Two major issues need to be resolved on the dry cleaners' PCE discharges:

1. Who should define the extent of ground water degradation and do the cleanup?

2. How do we prevent further degradation of the ground water by dry cleaners?

Ground water cleanup is required so that water supply agencies can continue to provide safe water. Deciding who should investigate and cleanup ground water is a complex political/legal issue since the PCE discharges from the dry cleaners were all approved, standard practice and those from the sewers were unsuspected. Because most dry cleaners are small businesses, which may not have the financial capability to define the contamination plume and conduct cleanup, other resources may be needed. A statewide cleanup fund may be appropiate. If no one else cleans

up the ground water, water supply agencies will have to do it by default.

To prevent further degradation, the most obvious solutions are to set a limit for PCE discharge levels to the sewer line that will protect ground water or to disallow all future discharges to the sewers from dry cleaning. Two possible ways to accomplish this:

1. State legislation to set limits or prohibit discharge of PCE from dry cleaning facilities to sewer systems.

2. City ordinances to set limits or prohibit any discharge of PCE from a dry cleaning facility to the sewer line.

Since dry cleaners exist throughout the state a state-wide policies are needed.

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EXHIBIT C

EXHIBIT C

SOURCE AREAS IN NORTHERN NEIGHBORHOOD AND NEAR CHEVRON SITE

1) Neighborhood Area

a) Source Area Near the Intersection of Shirley Drive and Cynthia Drive

There was a release of CVOCs from the Central Contra Costa Sanitary District ("CCCSD") sewer near the intersection of Shirley Drive and Cynthia Drive. The release source is identified by soil vapor data obtained during investigations completed by Gregory Village Partners, L.P. (see Erler & Kalinowski, Inc.'s *Off-Site Property-Specific Soil Vapor and Sub-Slab Vapor Investigation Repor*t, dated 19 January 2011). The soil vapor results show that the concentrations of PCE are high in the vicinity of Shirley Drive and Cynthia Drive, near manhole M54, i.e., MSVP-6 = 52,100 micrograms per cubic meter ("ug/m^3"), SVP-15 = 35,000 ug/m^3, SVP-16 = 38,000 ug/m^3, and SVP-25 = 21,000 ug/m^3, and that this area is distinguished from areas of lower concentrations that surround it (Exhibit 8 attached).

Importantly, soil vapor samples taken on Cynthia Drive in a line perpendicular to the sewer line demonstrate that the locations of highest vapor concentration are closest to the sewer with diminishing concentrations moving away from the sewer (Exhibit 9 attached). The separation in areas of higher CVOCs in soil vapor concentration between the Shirley Drive / Cynthia Drive area and the P&K Cleaner Site, and the diminishing concentrations of CVOCs in soil vapor with distance from the sewer, both point to the existence of a release from the CCCSD sewer in this area which explains the detected vapor profile.

b) Source Area Near Manhole M46

Both groundwater and soil vapor data establish that there is a source of PCE and other CVOCs in the vicinity of CCCSD manhole M46. The sanitary sewer that enters manhole M46 from the south received waste from both the Chevron Site and the P&K Cleaner Site. Also, this sewer is located at or below the water table and thus any release of CVOCs from it would result in detecting CVOCS at the highest levels in soil vapor nearest to the water table. Of the three soil vapor sample depths at MSVP-17, which is located near manhole M46, the soil vapor sample nearest to the sewer and to the water table had the highest PCE concentration. PCE was detected in a grab groundwater sample at a concentration of nearly 2,000 micrograms per liter ("ug/L"), which is the

highest PCE concentration measured to date in groundwater north of the P&K Cleaner Site. Lower PCE and CVOC concentrations near Doray Drive, i.e., between the P&K Cleaner Site and the manhole M46 area, indicate that a separate release or contribution of PCE to groundwater occurred near that manhole (Exhibit 2 attached). In addition, PCE concentrations in soil vapor are higher in the vicinity of manhole M46 (extending to the Shirley Drive and Cynthia Drive area) than in the area between manhole M46 and the P&K Cleaner Site, i.e., within the Doray Drive area (Exhibit 8 attached). The best explanation for the detections of CVOCS near M46 is that there was a CVOC release from the sewer in that area.

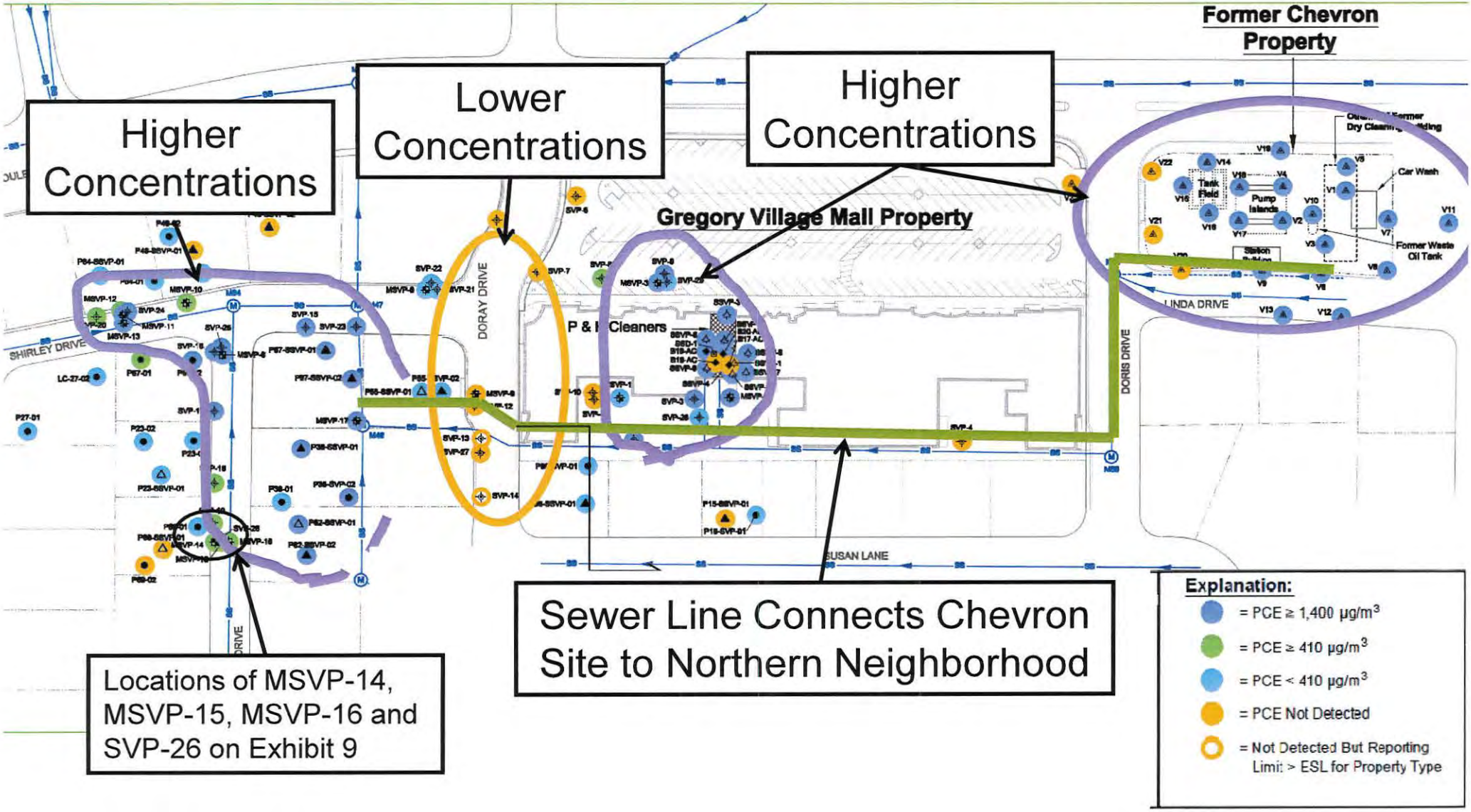
2) Linda Drive Adjacent to Chevron Site

a) Source in Linda Drive Near the Sewer

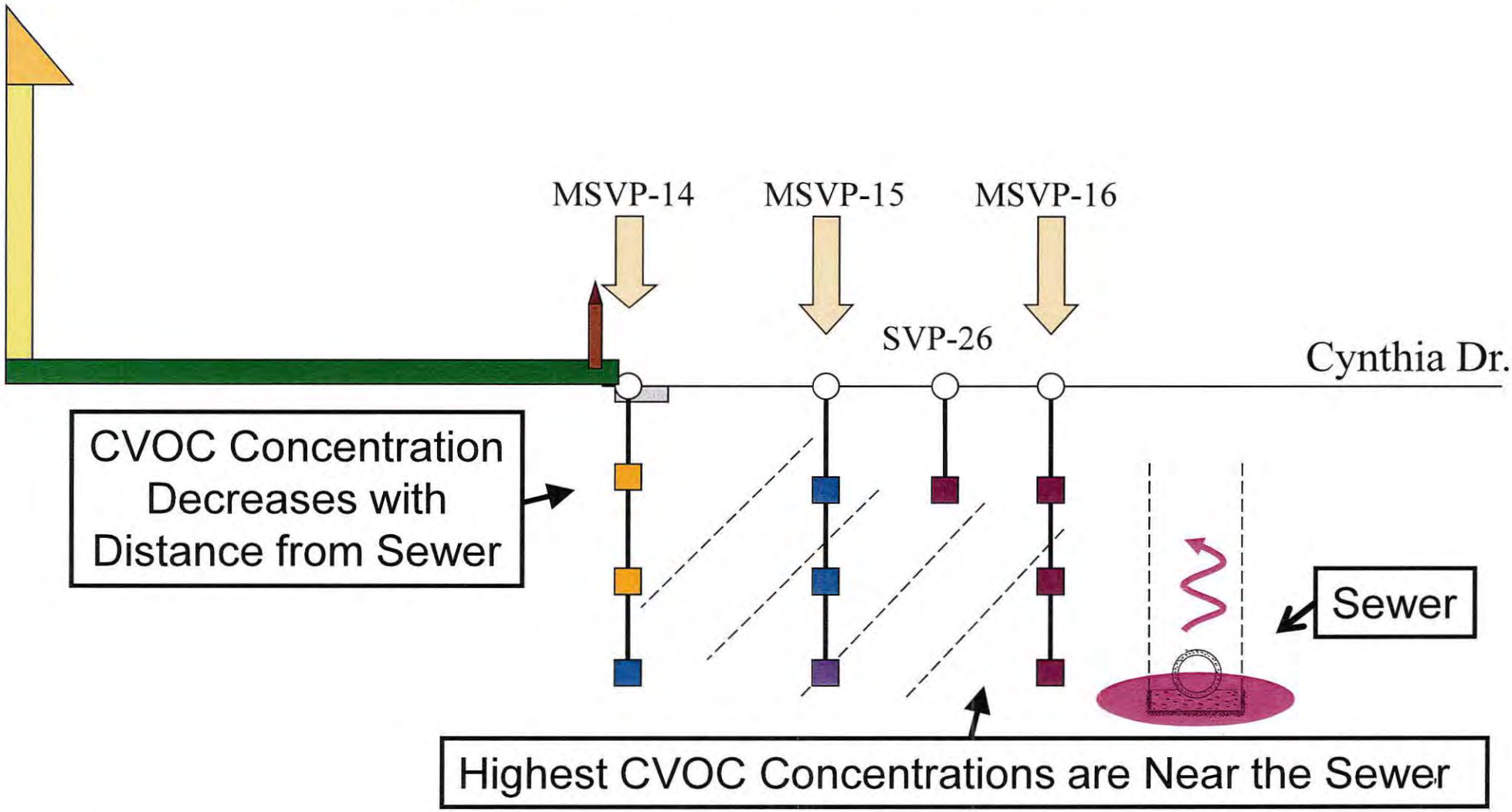
The highest concentration of PCE in groundwater anywhere at the Chevron Site is in Linda Drive near the CCCSD sewer at former monitoring well EA-3 located cross-gradient from the Chevron Site. Chevron's investigations show very high concentrations of PCE and other CVOCs in soil, soil vapor, and groundwater on the Chevron Site and in Linda Drive near the sewer line (*Report of Investigation* by EA Engineering, Science and Technology, Inc., 3 February 1989, and *Additional Site Investigation Report and Site Conceptual Model* by Conestoga-Rovers & Associates, Inc., 2 March 2012). At monitoring well EA-3 in Linda Drive, Chevron detected PCE in soil at 328 micrograms per kilogram from a sample that would have been collected from above the groundwater table and thus resulted from sewer leakage. PCE was detected in groundwater at 5,000 ug/L (Exhibit 10 attached), the highest concentration detected anywhere at Sites 1 and 2, at the same location. A 1977 CCCSD sewer inspection report for Linda Drive describes the sewer as "in very poor shape has lots of cracks," but the replacement apparently did not occur until 10 years later (see Firestone 7/3/2012 letter to B. Wolfe (see Exhibit 23 to that letter)).

Exhibit 8

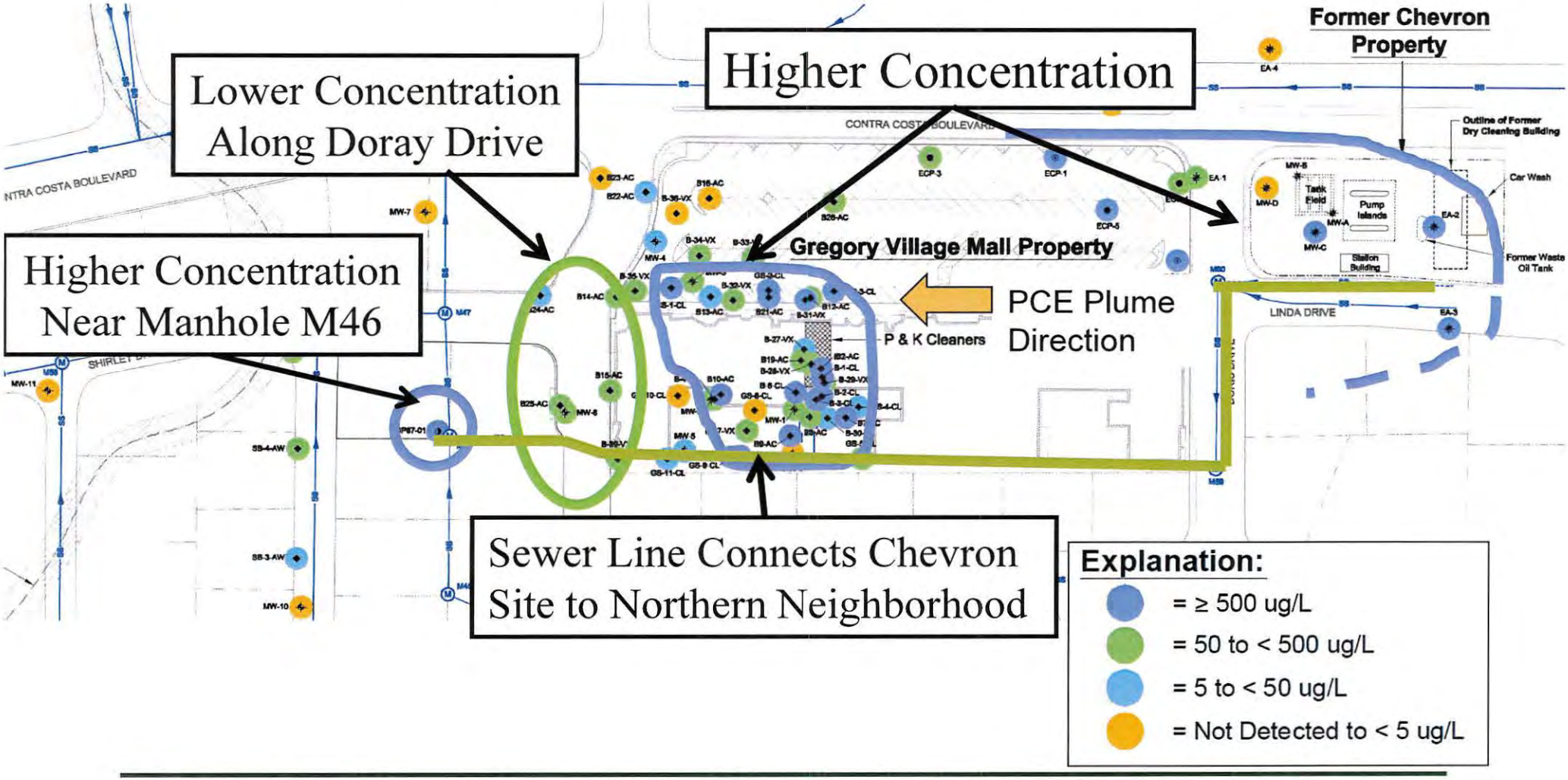
Separate Areas of High PCE Concentrations in Soil Vapor Indicate Separate Releases



CVOC Concentrations In Soil Vapor are Highest Near the Sewer



Separate Areas of High PCE Concentrations in Groundwater Indicate Separate Releases



PCE in Groundwater in Linda Drive Cross-Gradient from Chevron Site Indicative of a Sewer Leak

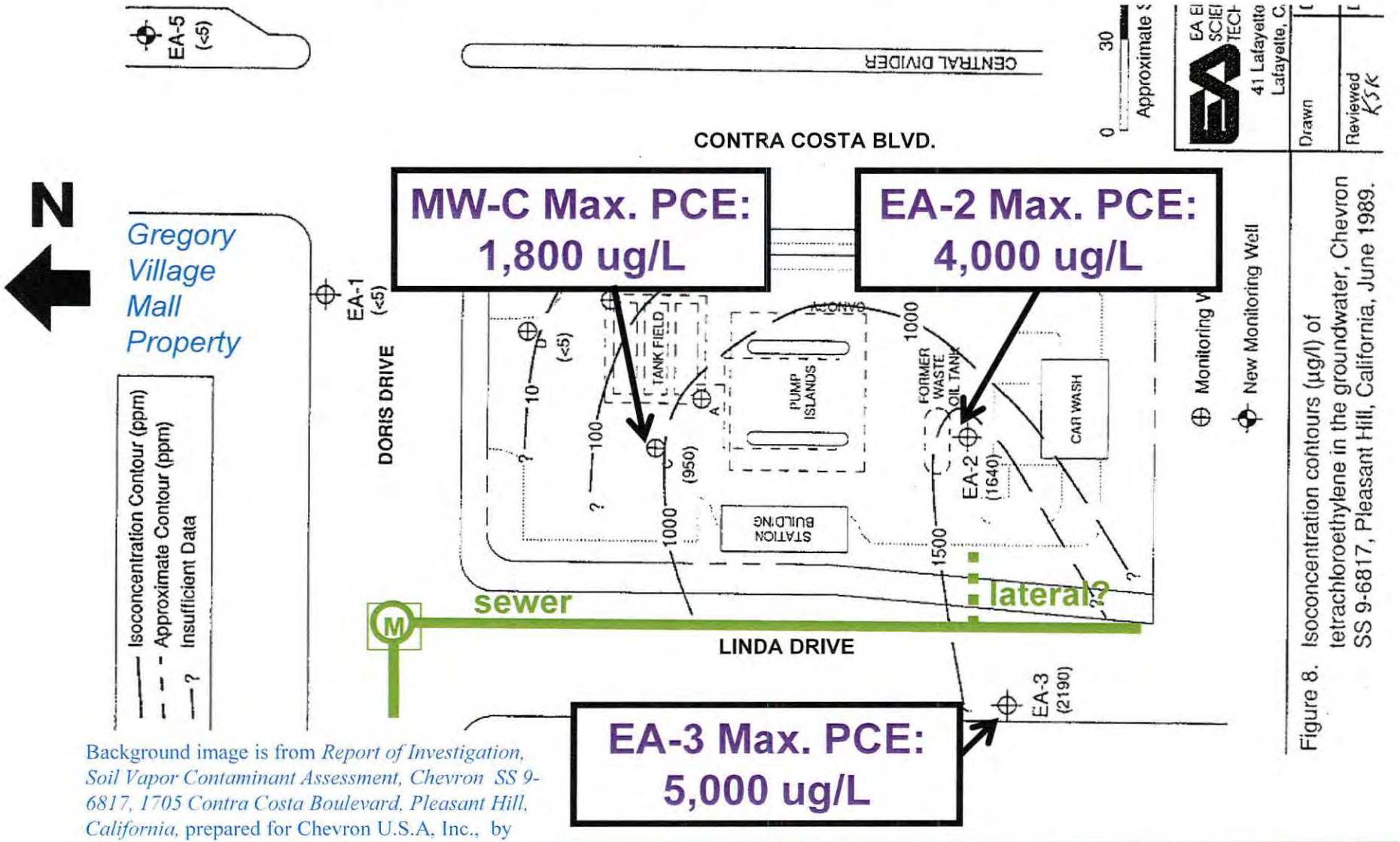


Figure 8. Isoconcentration contours (µg/l) of tetrachloroethylene in the groundwater, Chevron SS 9-6817, Pleasant Hill, California, June 1989.

Background image is from *Report of Investigation, Soil Vapor Contaminant Assessment, Chevron SS 9-6817, 1705 Contra Costa Boulevard, Pleasant Hill, California,* prepared for Chevron U.S.A, Inc., by EA Engineering, Science, and Technology, Inc., dated 9 August 1989.

EXHIBIT D

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Bonneau Dickson, P.E.

Consulting Sanitary Engineer

DECLARATION OF BONNEAU DICKSON, PE

I, BONNEAU DICKSON, P.E., do declare and state as follows:

1. I am currently a Registered Professional Engineer in the State of California in the area of Civil Engineering. I have over 40 years of experience in the field of Sanitary Engineering. I have participated in the design and/or construction management of approximately 300 water, wastewater and stormwater projects, ranging in size from a single septic tank or well to a 120 MGD pure oxygen wastewater treatment plant and I was the project manager on many of these projects. I have served as a forensic technical consultant, expert witness or claims analyst on over 100 legal cases. Approximately 50 of my cases involved sanitary sewer overflows (SSOs) and approximately ten of my cases have involved PCE contamination.

2. I have a Bachelor of Science Degree in Civil Engineering and a Master of Science Degree in Sanitary Engineering from the Georgia Institute of Technology. I also have a Master of Arts Degree in Sanitary Engineering from Harvard University and a Master of Business Administration from the Harvard Business School. I have been employed by several engineering firms in various engineering capacities. I have been self-employed as a consulting sanitary engineer since 1993.

3. I am a member of the:

Water Environment Federation.
California Water Environment Association.
American Water Works Association.
WateReuse.
Pipe Users Group Of Northern California.
National Onsite Wastewater Association.
California Onsite Wastewater Association.

4. After being retained as an expert consultant in this matter, I have reviewed, among other things, the following documents:

"Off-Site Property-Specific Soil Vapor and Sub-Slab Vapor Investigation Report", Erler & Kalinowski, 1/19/2011.

"Updated Conceptual Site Model For Gregory Village", PowerPoint presentation to the San Francisco Bay Regional Board by Erler & Kalinowski, 2/17/2011.

The letter from Edward A Firestone, Esq. to Bruce Wolfe, Executive Director of the San Francisco Bay Regional Water Quality Control Board, 7/3/2012.

The letter from Leah S. Goldberg, Esq. of Meyers/Nave to Bruce Wolfe, Executive Director of the San Francisco Bay Regional Water Quality Control Board, dated 8/10/2012, responding to Ed Firestone's letter of 7/3/2012.

The letter from Edward A. Firestone, Esq. to Bruce Wolfe, Executive Director of the San Francisco Regional Water Quality Control Board, dated 12/8/2012, responding to Ms. Goldberg's letter of 8/10/2012.

The letter from Mary Haber, Esq. of Gregory Village Partners, L. P. to Bruce Wolfe, Executive Director of the San Francisco Regional Water Quality Control Board, dated 5/28/2013, responding to specific questions posed by the Regional Board.

The letter from Tim Potter of the Central Contra Costa Sanitary District (CCCSD) to Bruce Wolfe of the San Francisco Regional Water Quality Control Board, dated 5/28/2013, responding to specific questions posed by the Regional Board in a letter dated 2/25/2013.

The letter from Curtis W. Swanson, of the Central Contra Costa Sanitary District (CCCSD) to Chuck Headlee of the San Francisco Regional Water Quality Control Board, dated 12/18/2013, responding to specific questions posed by the Regional Board.

The San Francisco Regional Water Quality Control Board Tentative Orders, Self Monitoring Plan, and Cleanup Team Staff Report, July 2, 2014.

"The Evolution Of Jointing Vitrified Clay Pipe", Evans, Jack and Spence, Marlene N., Advances in Underground Pipeline Engineering, Pipeline Division, ASCE/Madison, WI/ August 27-29, 1985.

"Dry Cleaners--A Major Source Of PCE In Ground Water", Victor Izzo, Regional Water Quality Control Board, Central Valley Region, CA, March, 1992.

5. Based upon my experience and my review of documents in this matter, I have developed the following opinions:

LIST OF OPINIONS

Opinion 1. Gravity sewers never were and still are not designed or constructed to be free of leaks.

Opinion 2. Immediately after the sewers were installed in the area of the Gregory Village site and the Chevron site ("sites"), it is likely that the sewer lines sagged and the joints failed.

Opinion 3. The sewers in and around the sites are certain to have had significant infiltration of groundwater and exfiltration of waste from inside the sewers beginning from the time they were built through this day.

Opinion 4. The design and installation of the CCCSD sanitary system in the area of the two sites makes sewer maintenance and sewer cleaning difficult.

Opinion 5. The sanitary sewer industry generally accepts as true the mechanisms described in the Izzo Report relating to the release of PCE from sewer lines.

Opinion 6. The CCCSD operation and maintenance ("O&M") program always was and still is designed to keep the wastewater flowing through the sewers but not to prevent leaks from the sewer system, unless the leaks are significant or catastrophic.

Opinion 7. Varying flows of waste due to minor or major blockages in the CCCSD sewer system could have forced chlorinated volatile organic compounds (CVOCs), either in a pure or dissolved state, upstream into other branches of the sewer system.

Opinion 8. Vapor in the sewer lines, including PCE vapor, can move preferentially upstream in sewers and/or in the backfill around the sewers.

OPINION DETAILS

Opinion 1. Gravity sewers never were and still are not designed or constructed to be free of leaks.

The evidence I have reviewed indicates that the CCCSD sewers in the vicinity of 1643 Contra Costa Boulevard, Pleasant Hill, CA were built no later than the early 1950s and that they are mostly made of vitrified clay pipe ("VCP"). With the exception of a segment in Linda Drive and a segment across Doray Drive, the current configuration of the sewer system has not changed since it was originally built. The configuration of the sewer system and the manhole (MH) numbering system are shown in Exhibit i of this declaration, which was Exhibit 7 of the Firestone 7/3/12 letter.

Leakage problems from sewers that were built with vitrified clay pipe (VCP) in the 1940s-50s are well known among cities and sewerage agencies. The joints of the sewer therefore are likely to be cement mortar or a poured bituminous material, both of which tend to be brittle. See Exhibits 8, 9 and 10 to the Firestone 7/3/12 letter attached here as Exhibits ii, iii, and iv. This type of joint frequently breaks if there is any movement, such as from an earthquake or the passing of a heavy vehicle. Moreover, 8-inch clay pipe usually was furnished in lengths of 3-feet in the 1940s and 1950s, so there are many joints.

Problems with VCP pipes during the 1940s and 1950s are discussed in "The Evolution Of Jointing Vitrified Clay Pipe", Evans, Jack and Spence, Marlene N., Proceedings, Advances In Underground Pipeline Engineering, Pipeline Division, ASCE/Madison, WI/August 27-29, 1985, which is included as Exhibit v of this declaration. At least one of the authors of this article worked for a manufacturer of clay pipes. The article obviously was intended to tout the virtues of VCP, but the discussion of the problems with earlier jointing methods and materials is revealing.

The article discusses that little attention was paid to leakage in sewers until after World War II. On the fourth page, the article says, "Early studies of sewers found problems of infiltration to be widespread. The difficulties and expense encountered with the treatment of this extraneous flow into sewer systems lent a bad name to vitrified clay pipe." On the same page, it is noted that the first ASTM specification for VCP joints with resilient properties was not issued until 1958. (See the underlining). Elastomeric joints for VCP did not become available in California until around 1965. Although the writers were discussing "infiltration", obviously if water can enter the sewer through the pipe from the outside, water and CVOCs can leave the pipe as "exfiltration".

Opinion 2. Immediately after the sewers were installed in the area of the Gregory Village site and the Chevron site ("sites"), it is likely that the sewer lines sagged and the joints failed.

Beginning in the 1950s when the sewers were installed, defects and failures in the sewer system were likely similar to the defects and failures reported by CCCSD during the period of 1994 to 2014.

While it is true that sewer systems do tend to deteriorate over time, it is likely that many of the defects that were observed in recent years also existed much earlier.

It is well known in geotechnical engineering that most of the settlement of re-compacted soil takes place in the first year after construction. As discussed above, the type of joints used on VCP sewers during the era when the sewers were built were brittle and would crack and leak if there was the slightest movement of the pipes. Thus it is likely that many of the joints opened very shortly after the initial construction. It is also likely that sags developed shortly after the initial construction.

Moreover, tree roots very rapidly search out sewer pipes as a source of water and nutrients. In many sewer systems, it is necessary to cut out or chemically treat tree roots every two to three years. Thus it is likely that there was significant root intrusion into the pipes within a few years after they were initially laid.

Opinion 3. The sewers in and around the sites are certain to have had significant infiltration of groundwater and exfiltration of waste from inside the sewers beginning from the time they were built through this day.

Factors that would have caused the sewers around the site to leak include: a high leakage allowance at the time of installation; the fact that the sewers were made of vitrified clay pipes (VCP), which comes in short lengths and thus has numerous joints; the brittleness of VCP; the requirement that the clay pipes be unglazed, which allows vapor to pass through the walls more easily than for glazed pipe; and the poor gasketing materials. These factors are summarized well starting on Page 5 of the Firestone 7/3/12 letter. Exhibit ii of this declaration (Exhibit 8 to the Firestone 7/3/2012 letter) presents CCCSD sewer specifications from around 1950 that allowed an exfiltration rate of up to 1,400 gallons per day per inch of diameter per mile. Later versions of the CCCSD specifications also included exfiltration and/or infiltration tolerances, although at lesser rates than the earlier specifications.

To this day, the latest version of the CCCSD specifications (the 2011 Edition) allows some leakage into (and out of) the sewers.

For example, in CCCSD's current specifications, the last paragraph on Page 32, section 4-01 B., (Design Standards) discusses that a groundwater infiltration (GWI) rate of 170 gpd/acre shall be used in estimating the wastewater flow rate for design. Obviously this means that even new sewers are expected to leak. Section 15.02730 3.4 of the current CCCSD specifications discusses air and hydrostatic testing of sewers. Sewers larger than 17-inches in diameter must be tested hydrostatically, i.e. by how much exfiltration occurs.

CCCSD reduced the exfiltration and/or infiltration tolerances over the years, likely due to the infiltration of large volumes of groundwater and stormwater that adversely impacted the wastewater treatment plant.

The topography of the site is relatively flat, so the slopes of the sewers were small to minimize the depths of the sewers. As discussed in the Firestone 7/3/2012 letter, the slopes of the sewers are less than the current standard of 0.0077.

The flat slopes result in low velocities and long residence time in the sewers. The low velocities allow solids to strand, creating small dams. The pools behind these small dams allow undissolved PCE to collect at the bottoms of the pools because undissolved PCE is denser than water. Where there are leaks at the bottoms of the pipes, PCE will leak out even more than water.

Opinion 4. The design and installation of the CCCSD sanitary system in the area of the two sites makes sewer maintenance and sewer cleaning difficult.

A factor that undoubtedly affects maintenance of the sewer system in the area of the sites is the excessive distances between manholes. The longer the distance between manholes, the more difficult it is to clean the sewer segment. The sewer rodding machines or the hydroflushing hoses must be extended out long distances and are more and more difficult to control effectively as they get farther out.

The current CCCSD design standard for manholes requires that the distance between manholes be not more than 500-feet. The sewer segment between MH59 and MH46 is 706-feet long. See Exhibit i of this declaration.

Moreover, this sewer segment has a peculiar jog in alignment where it crosses Doray Drive. Good practice would have been to place manholes at these changes in direction such as was done between MH28 and MH29 on the backlot sewer line between Doris Drive and Kathryn Drive. It is understood that the "jog" part of this segment was replaced with iron pipe rather than VCP when the original pipe collapsed but details of why this was done have not been found.

It is also noted that some of the defect reports noted difficulties in trying to video and/or clean the pipe to and through the jog.

Some of the sewer segments in Luella, Cynthia, Margie, Hazel, Doris, Vivian and Mazie Drives exceed 400-feet in length and some cases are well over 600-feet in length. Maintenance of the sewers in these streets is also made more difficult because many of the sewers are only 6-inches in diameter. Current practice requires a minimum diameter of 8-inches. Accumulations of solids in these sewer lines would eventually move downstream, where they would likely contribute to additional blockages.

A CCCSD record from 1977 describes the original sanitary sewer in Linda Drive as "very poor shape has lots of cracks" (see the Firestone 7/3/2012 letter (see Exhibit 23 to that letter)). Based on the available records, it appears that that line was not replaced for at least ten years after problems in the line were noted. As at the jog at Doray Drive, the older VCP was replaced with iron pipe.

Opinion 5. The sanitary sewer industry generally accepts as true the mechanisms described in the Izzo Report relating to the release of PCE from sewer lines.

The Izzo report is attached as Exhibit B to the Firestone letter dated 8/4/14. Izzo identified five likely methods by which PCE can escape from a sewer line. These were:

1. Through breaks or cracks in the sewer pipes.

2. Through pipe joints and other connections.

3. By leaching in liquid form directly through sewer lines into the vadose zone.

4. By saturating the bottom of the sewer pipe with a high concentration of PCE-containing liquid and the PCE volatilizing from the outer edge of the pipe into the soils.

5. By penetrating the sewer pipe as a gas.

Page 19 of the Izzo report states, "The literature indicates that all sewer lines leak to some extent...allowance must be made for unavoidable infiltration...if...liquids can infiltrate, then a conclusion can be made that liquids on the inside of the pipe can exfiltrate...."

Opinion 6. The CCCSD operation and maintenance ("O&M") program always was and still is designed to keep the wastewater flowing through the sewers but not to prevent leaks from the sewer system, unless the leaks are significant or catastrophic.

The CCCSD sewer maintenance program consists of cleaning the sewers at various intervals, responding to blockages and sanitary sewer overflows (SSOs) when they occur, and repairing defects when they are found if the defects are deemed to be significant and to require repair. Root penetrations usually are corrected by cutting out the roots or by chemically treating the roots. These methods of getting rid of the roots do not get rid of the openings through which they entered the pipes, i.e. the maintenance procedures are aimed at restoring flow in the sewers but not at stopping leakage from the sewers. As stated by T. Potter, Environmental Compliance Superintendent, CCCSD, in his letter dated 5/2813 to B. Wolfe at the Regional Board (p. 5): "The goal of routine cleaning is keep [sic] the sewer lines clear of obstructions to retain their capacity to convey wastewater to the District's treatment plant." Nothing in this statement discusses a goal of correcting leakage.

Cleaning the sewers tends to reduce the number of blockages that occur but does nothing to stop the sewer pipes from leaking. Similarly, clearing blockages merely clears the sewer pipe, but does not address leaks. As noted in Opinion 4, the length of the pipe segments in the area and location of jogs makes maintenance and cleaning difficult.

As discussed the Firestone 7/3/2012 letter, CCCSD's repairs of defects often were not made until years after the defects were discovered. Thus whatever leakage was caused by the blockages or exacerbated by the blockages went on over extended periods of time.

As noted in the Cleanup Team Staff Report (Staff Report), the CCCSD ordinances allowed PCE to be discharged to the sewer system but the CCCSD operation and maintenance program did not prevent leaks of the PCE from the sewer system.

On Page 13 of the Staff Report, the first sentence under Section 1 says, "While there is evidence of incidental leakage from the sanitary sewer lines, there is no direct evidence the leakage contributed substantially to the creation of the CVOC comingled groundwater plume." This statement ignores the fact that a leak in a sewer pipe releasing only a small quantity of PCE is all that is required to create the PCE detected in groundwater in the area. The commingled plumes likely contain only a few dozen gallons of PCE.

The pipe specifications in effect around 1950 would have allowed exfiltration of as much as 2 gallons per day per linear foot of 8-inch pipe. The sewers from Linda Drive to Doray Drive are about 1,000-feet long. Thus the amount of leakage from these segments of the sewers could have been as much as 2,000 gallons per day.

The dry cleaners that used PCE were in operation for approximately 30 years. Many dry cleaning machines piped their separator water directly to the sanitary sewer. As noted by the Staff Report, under CCCSD's regulations, PCE was allowed to be discharged into the sewers. Separator water from dry cleaners contains up to 150,000 ppb of PCE, which is the amount of PCE that can be dissolved in water. Often pure PCE was contained in the separator water if the operator was not careful in the separation. Over the thirty or so years that both cleaners operated, substantial amounts of separator water went into CCCSD's sewers. Given the concentrations of PCE in the separator water, it would not take much of it to leak out to create the concentrations detected in the groundwater in the area.

Opinion 7. Varying flows of waste due to minor or major blockages in the CCCSD sewer system could have forced chlorinated volatile organic compounds (CVOCs), either in a pure or dissolved state, upstream into other branches of the sewer system.

It is likely that blockages occurred in the sewers in the area of the sites because of the flat slopes of the sewer lines or inability to completely clear blockages due to the length of the pipe segments and location of jogs. Such blockages could have surcharged the sewer system until enough depth of water was built up to break the blockages loose. Such occurrences might not have resulted in an overflow to the surface or into buildings or residences; thus no one would be aware that they had occurred. As a result of the blockages, PCE contained in the blocked waste can flow "upstream" in the sewer line to other branches.

Opinion 8. Vapor in the sewer lines, including PCE vapor, can move preferentially upstream in sewers and/or in the backfill around the sewers.

PCE vapor can and does move upstream through gravity sewers and through the backfill in the sewer trenches, which is always more permeable than the surrounding native soil because it was disturbed when the trench was dug. This would be true even if the native soil contained considerable amount of clay. As the sewers slope downward and go below the water table, vapor can no longer pass through the saturated backfill and may preferentially move toward the higher parts of the sewer system either through

the pipes or through the unsaturated backfill. Thus, PCE could be detected in soil vapor "upstream" of a sewer line leak or penetration.

For example, in a case in Arizona that I was a consultant on, there were two side-by-side strip malls, separated by a wide driveway and walkway area, but connecting to a common manhole in the driveway area between them. Hydrogen sulfide gas was being generated in the far end of one of the strip malls. This hydrogen sulfide gas made its way down the gravity drains and sewer from the first strip mall, then up the sewer and drains of the second strip mall over a distance of several hundred feet.

August 4, 2014

Bonneau Dickson

BONNEAU DICKSON, P.E.

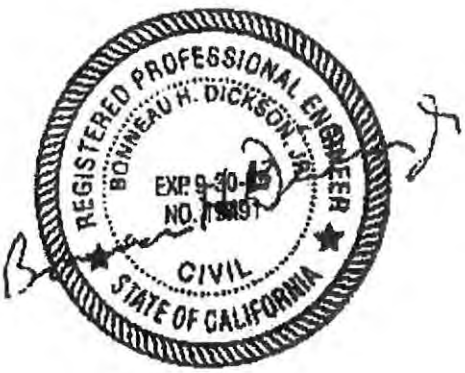


Exhibit i

CONTRA COSTA BOULEVARD

Gregory Village Mall Property

Former Chevron Property

Outline of Former Dry Cleaning Building

P & K Cleaners

LINDA DRIVE

DORIS DRIVE

SUSAN LANE

SHIRLEY DRIVE

SYLVIA DRIVE

LUELLA DRIVE

CYNTHIA DRIVE

DORAY DRIVE

MARGIE DRIVE

HAZEL DRIVE

REA DRIVE

M45 M58 M54 M67 M47 M46 M45 M53 R57 R52 M44 M48 M49 M60 R61 R99 M59 R39 R36 R33

N

0 120 240

(Approximate Scale in Feet)

Legend:

- Manhole
- Rodding Inlet or Flushing Inlet
- SS Sanitary Sewer
- SS Former Sanitary Sewer
- Parcel Boundary

Erler & Kalinowski, Inc.

Sewer Location Map

Gregory Village
Pleasant Hill, CA
June 2012
EKI A80038.03

C:\EKI\A80038.03\2012-06\Sewer Line.dwg 6/26/12

Exhibit ii

SPECIFICATIONS FOR SEWERING

MAIN LINES

SUBDIVISIONS

SIDE SEWERS

IN THE

Central Contra Costa Sanitary District

1822 MOUNT DIABLO BOULEVARD

WALNUT CREEK, CALIFORNIA

Telephone: Walnut Creek 6727

PRICE 50¢

scribed by the Industrial Accident Commission of the State of California. Sheet piling and other timbering shall be withdrawn in such a manner as to prevent caving of the walls of excavations or damage to piping or other structures. No sheathing or timbering shall be left in the trench. Ladders of sufficient length and number shall be provided to facilitate inspection of the sewer work.

The Contractor shall remove all water which may accumulate in the excavation during the progress of the work so that all work, except the laying of vitrified clay pipe with a rubber compression fitting (or approved equal), can be done dry. Trenches shall be kept free from water while the pipe or other structures are installed, until the joint or structure material is set, and until backfill has progressed to a sufficient height to anchor the work against possible flotation or leakage. Water shall be disposed of in such a manner as to cause no injury to public or private property, or be a menace to the public health. Underdrains shall be installed in trenches as necessary to prevent dangerous accumulation of ground water.

Excavated material shall be laid alongside of the trench, and kept trimmed up so as to cause as little inconvenience as possible to public travel and the normal use of adjacent properties. Free access must be provided to all fire hydrants, mail boxes, water gates, meters and private drives, and means shall be provided whereby storm and waste water can flow in the gutters uninterruptedly.

All material excavated from streets, roadways and rights of way, not required for backfilling, shall be immediately removed and disposed of in a manner satisfactory to the Engineer.

All utility conduits must be properly supported where lying along or crossing the trench. Damaged utility conduits must be reported to the proper utility company immediately by the Contractor.

PIPE FOR SEWERS, WYE BRANCHES, DROP CONNECTIONS, FLUSHING INLETS, ET CETERA

Pipe and wye branches shall be designated by their interior diameter. All pipes for sewers, wye branches, drop connections and flushing inlets shall be first quality, unglazed vitrified clay sewer pipe, sound and well burned throughout their thickness, and shall conform in all respects to the Tentative Specifications for Standard Strength Clay Sewer Pipe, of the American Society for Testing Materials, Serial Designation C13-44T, with subsequent amendments.

VITRIFIED CLAY SEWER JOINT COMPOUNDS

The bituminous sewer joint compound shall be CPI-2 Sewer Joint Compound, manufactured by the Koppers Company (or specifically approved equal) or JC-60 Sewer Joint Compound, manufactured by the Atlas Mineral Products Company (or specifically approved equal). When directed by the Engineer, the pipe joints shall be primed with the proper primer in an approved manner. A sewer joint compound to be acceptable must conform to the performance standards as set by the National Clay Pipe Manufacturers Institute (N.C.P.M.I.) Laboratory.

LAYING PIPE, MAKING JOINTS

The CPI-2 or JC-60 Sewer Joint Compound for the pipe joints shall be heated in a container of sufficient size to hold material for pouring of not less than twenty-five (25) joints for eight (8) inch pipe; said container to be so constructed as to insure a uniform temperature throughout. During the period of melting, the joint compound shall be stirred frequently to prevent local heating. The temperature of the joint compound in the container shall be maintained at from 430 to 460 degrees Fahrenheit for JC-60, and from 375 degrees Fahrenheit in warm weather to 425 degrees Fahrenheit in cold weather for CPI-2. At all times of pouring joints the contractor shall have on the job a thermometer suitable for the above work.

Each section of pipe must be laid to the correct line and grade and the sockets of the pipe shall be laid in the crosscuts previously cut in the trench. The sewer line shall be laid without break upgrade from structure to structure with the socket or bell end forward, unless otherwise permitted by the Engineer. A string line in the bottom of the ditch shall be used for line and grade.

The pipe must be pressed along into the sockets so that the spigot end will be butted against the shoulder of the socket. After the pipe is properly on grade and line, a gasket of dry untreated jute or oakum shall be tightly caulked into the joint, by use of an approved caulking iron, leaving a depth of not less than two-thirds (2/3) of the bell for the joint compound. This gasket shall be of sufficient length to reach entirely around the pipe and of such thickness as to bring the inverts of the two (2) lengths of pipe to the same grade. A runner treated to prevent adhesion with the joint compound shall then be put around the pipe and forced securely up against the bell to prevent the joint compound from running out of the joint. It shall be clamped at the top so as to leave a small triangular opening through which the joint shall be poured.

PAVEMENT REPLACEMENT

Where repaving of trenches is to be accomplished the repavement shall be equal to that taken out, with the following minimum conditions of replacement applying:

(1) The minimum base shall be a ~~six (6)~~ 12 inch crusher base properly compacted with an eight (8) to ten (10) ton roller.

(2) The pavement wearing surface shall be a three (3) course armor coat or two and one-half (2½) inch plant mix as used by the Contra Costa County Road Department.

Repaving of any trench cut in which the backfill has been consolidated by jetting or puddling shall not be done prior to fifteen (15) days after the backfill has been consolidated, nor later than thirty (30) days after consolidation.

Repaving of any trench cut in which the backfill has been consolidated by mechanical tamping or power rolling may be done at any time after the backfill has been consolidated, but not later than forty-five (45) days after installation.

HYDROSTATIC LEAKAGE TEST

If, in the course of thoroughly jetting the sewer trench, as hereunder prescribed, no leakage is observed or if the sewer grade is very steep, the line may not, in the judgment of the Engineer, be given the following described leakage hydrostatic test:

Unless excessive ground water is encountered, each section of the sewer, between two (2) successive structures, shall be tested by closing the lower end of the sewer to be tested and the inlet sewer of the upper structure with stoppers, and filling the pipe and structure with water to a point four (4) feet above the invert of the open sewer in the above structure. However, in no case shall the head of water exceed nine (9) feet, and if such would be the case due to the grade of the sewer, intermediate wyes or tees between successive structures shall be installed and used as testing points.

The allowable leakage will be computed by the formula:

$$Q = 1400 \text{ g L/Day}$$

in which Q is the allowable leakage in gallons per inch of diameter, L is the length of the sewer being tested in miles, and does not include the length of house connections entering the sewer being tested, H is the difference in elevation, in feet, between the invert of the closed sewer in the lower structure and the surface of water in the upper structure or intermediate wye or tee.

If the leakage as shown by the test is greater than allowed by the formula, the pipe shall be overhauled, and relaid if necessary, until the joints satisfactorily hold this test. All tests must be completed before trench or street is resurfaced.

Where grades are very steep, if the above test is waived by the Engineer, the Contractor shall "ball" the joints with cement mortar.

TESTS FOR INFILTRATION

If, in the construction of a section of the sewer between structures, excessive ground water is encountered, the test for leakage, described herein, shall not be used, but instead the end of the sewer at the upper structure shall be closed sufficiently to prevent the entrance of water; and pumping of the ground water shall be discontinued for at least three days after which the section shall be tested for infiltration. The infiltration shall not exceed 1400 (fourteen hundred) gallons, per inch of diameter, per mile of main line sewer being tested and does not include the length of house connections entering that section.

Where any infiltration in excess of this amount is discovered before completion and acceptance of the sewer, the sewer shall be immediately uncovered and the amount of infiltration reduced to a quantity within the specified amount before the sewer is accepted.

Should, however, the infiltration or hydrostatic test be less than the specified amount, the Contractor shall stop any individual leaks that may be observed when ordered to do so by the Engineer.

The Contractor shall, at his own expense, furnish all materials for making the tests required under direction of the Engineer.

All tests must be completed before street or trench is resurfaced.

FINAL INSPECTION OF SEWER LINE

Before accepting the sewer line it will be inspected by District personnel with a representative of the Contractor. The line shall be flushed, and where possible, a rubber ball or bladder of proper size passed through the sewer line.

SECTION II

SIDE SEWER SPECIFICATIONS

TRENCHES

Trenches for lateral sewers shall be excavated and backfilled and the pavement restored in the streets in accordance with the laws, ordinances and regulations of the State

Exhibit iii

CENTRAL CONTRA COSTA SANITARY DISTRICT
WALNUT CREEK, CALIFORNIA

STANDARD SPECIFICATIONS

GERRY A. HORSTKOTTE, JR.
ENGINEER

MARCH 1956

PRICE 1.00

CLASS 1. Mortar or grout shall be a one to one mixture of sand and cement.

CLASS 2. Mortar or grout shall be CLASS 1 mortar or grout containing fifteen (15) percent Pozzolan. The Pozzolan shall be of the calcined reactive siliceous type.

CLASS 3. Mortar or grout shall be CLASS 1 mortar or grout containing twenty-five (25) percent Embeco.

Grout shall be composed of mortar diluted with water to flow readily.

No mortar or grout shall be used later than thirty (30) minutes after the water has been introduced into the mix.

2-06. CASTINGS. Castings shall conform to ASTM A-48, Class 30, or better.

2-07. PIPE . All pipe shall be of the size and material shown on plans and as specified herein. The use of new pipe products shall be determined by the Engineer and authorized in writing.

All pipe sizes refer to inside diameter of pipe.

All pipe and pipe joints between structures shall be of the same material and design, unless otherwise specified.

a. Vitrified clay pipe shall be new, first quality bell and spigot, conforming to Federal Specification SS-P-361a extra strength, unglazed pipe and ASTM C-200, except that pipe fittings shall be of a quality equal to the straight pipe.

All pipe and fittings to be installed with rubber rings shall be marked to identify its use with rubber ring joints.

b. Cast iron pipe and fittings for main sewers shall be bell and spigot Class 150 and shall conform to the following specifications: Federal Specification WW-P-421 with Amendment 3 thereto, ASA A 21.6 and ASA A 21.8.

Cast iron pipe and fittings for side sewers shall be new, first quality bell and spigot pipe. The pipe shall withstand not less than forty-three (43) pounds per square inch water-working pressure. The pipe fittings shall be of a quality equal to,

The cement lining shall extend to the ends of the pipe.

The cement coating, if required, shall be held back three (3) inches from each end of the pipe.

The ends of pipe shall be clean of all concrete, grease, scale and dirt and ready for making field joints by welding.

A protective shop coating shall be applied to the exposed metal portions of the pipe.

2. CL & C Pipe with rubber gasket type of pipe joints shall conform to Federal Specification SS P 381.

f. Smooth lined corrugated metal sewer pipe shall conform to Armco Specifications for smooth lined asbestos bonded corrugated metal sewer pipe.

g. Corrugated metal pipe fabrication and material shall conform to Section 47 of the State Standard Specifications. The gauge shall be as specified on the plans.

h. Black steel pipe shall be standard weight black seamless steel pipe conforming to ASTM A-120.

2-08. JOINT MATERIALS. Joint materials, as hereinafter referred to, are to be used in conjunction with the jointing of pipe for which the materials or devices were designed. All pipe joint materials shall be as specified herein, unless otherwise specified, and the use of new products or materials for joints shall be submitted to the Engineer and authorization for use be specified by the Engineer in writing.

Rubber rings and/or couplings for pipe joints shall be purchased from or through the firm supplying the pipe.

a. Vitrified clay pipe joint materials are as follows:

1. Hot poured joint compound shall comply with Specifications for Clay Pipe Jointing Compound CPI 2 of the National Clay Pipe Manufacturers Inc., JC 60 Sewer Joint Compound as manufactured by the Atlas Mineral Products Co., or approved equal.

Priming materials for pipe shall be as recommended by the joint compound manufacturer. For joint compound JC 60, use a No. 60 primer. For joint compound CPI 2, use a Bitumastic No. 50 primer.

All caulking yarn used with vitrified clay pipe shall be Sealite Caulking Yarn. Caulking yarn shall be installed in accordance with the manufacturer's prescribed installation procedures. Caulking yarn for pipe shall be one-sixteenth (1/16) inch larger in size than the annular space of the pipe bell. For pipe sizes twenty-one (21) inch through thirty-nine (39) inch, the caulking yarn shall be one-eighth (1/8) inch larger in size than the annular space. The annular space shall be measured at a point one-half (1/2) inch from the bottom of the bell socket. All bell and spigot pipe which is to be laid with hot poured joints shall be primed.

2. Rubber rings for vitrified clay pipe shall be Brant Rings manufactured by R. J. Brant, Inc., or their licensed representative.

3. Tubular joints shall be of the two valve type and shall conform to the design as specified by the Clay Pipe Institute.

b. Cast iron pipe joint materials shall be hot poured lead conforming to ASTM B-29 for pig lead, Grade III common.

Caulking yarn for all bell and spigot cast iron pipe joints shall be approved braided or twisted jute packing yarn of uniform quality and free from tar.

c. Asbestos-cement pipe joint materials shall conform to Johns-Manville Ring-Tite Coupling for sewers when used on main line sewers, or Ring-Tite Couplings for House Connections when used on side sewers.

d. Reinforced concrete pipe joint materials are as follows:

1. The concrete bell and spigot pipe joint material shall consist of a rubber gasket conforming to Section 3.4 of the AWWA C 302.

2. The concrete double spigot pipe joint material shall consist of an approved steel joint sleeve, two rubber gaskets conforming to Section 3.4 of the AWWA C 302, and CLASS 2 mortar

shall be a fire hydrant or a water tank with a pressure of sixty (60) pounds per square inch. All "bridges" in backfill shall be completely broken down during the jetting process. Jet points along the line of the ditch shall be staggered from side to side at intervals not to exceed six (6) feet center to center or as necessary to insure that the backfill takes full possible subsidence while water is being introduced into it through the jet pipe. When this method of consolidation is to be used, the backfill shall be placed in lifts or steps not exceeding ten (10) feet in height and then jetted prior to placement of each succeeding lift.

3-17. CLEANING AND TESTING. The work under this section includes cleaning and testing of sewer lines. This work shall be completed within the fifteen (15) day cleanup period. Any further delay will require the written permission of the Engineer.

All cleaning and testing shall be done in the presence of the Engineer.

Tools, materials, and appurtenances required for testing the sewers as specified shall be furnished by the Contractor.

a. Prior to acceptance of sewer lines, other than side sewers, the Contractor shall clean all lines with a Wayne Sewer Cleaning Ball or approved equal. Any stoppage or foreign matter shall be removed in a manner satisfactory to the Engineer.

b. The allowable leakage or infiltration in any individual section or in the entire sewer job shall not exceed five hundred (500) gallons per inch diameter per mile of pipe per day. If the leakage or infiltration exceeds the allowable amount, the test section shall be removed and replaced.

1. Hydrostatic Test. The hydrostatic test shall be made prior to acceptance by closing the lower end of the sewer line to be tested and the inlet or inlets of the next upstream structure with stoppers and filling the sewer line and structure with water to a point four (4) feet above the crown of the open sewer in the structure. The hydrostatic head shall be maintained between a minimum of five (5) feet and a maximum of eighteen (18) feet while testing.

ALLOWABLE INFILTRATION CHART

500 GALS. PER INCH DIA. PER MILE OF PIPE PER DAY

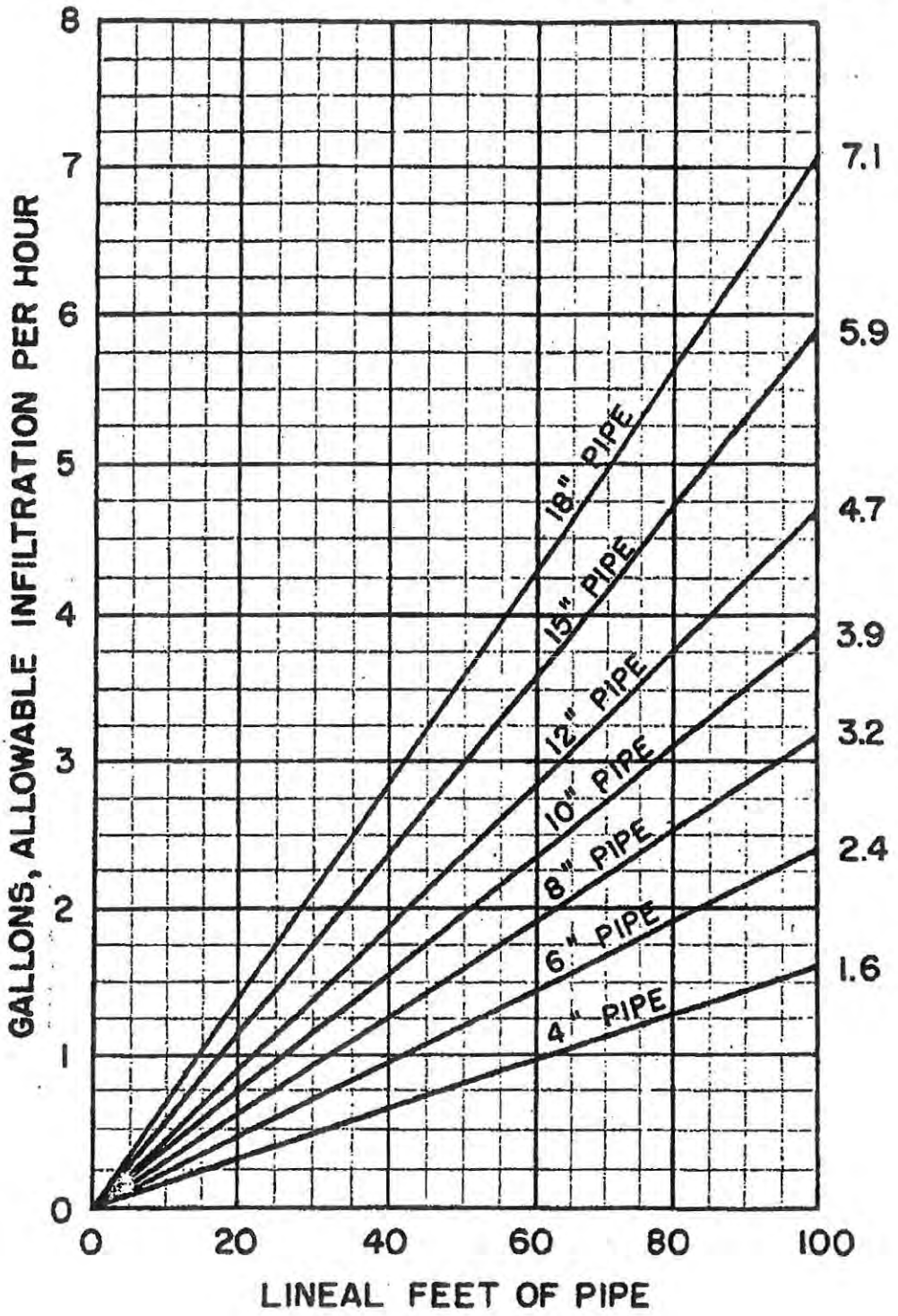


Exhibit iv

CENTRAL CONTRA COSTA SANITARY DISTRICT
WALNUT CREEK, CALIFORNIA

STANDARD SPECIFICATIONS

GERRY A. HORSTKOTTE, JR.
ENGINEER

1959

14-02. PIPE BEDDING FOR SEWERS OTHER THAN CAST IRON

Main sewers and side sewers other than cast iron shall be embedded in compacted TYPE I backfill material from a level two (2) inches below the barrel of the pipe to a level six (6) inches above the barrel of the pipe. Earth trench dams shall be placed at locations designated by the Engineer. Special pipe bedding for trunk sewers will be as specified in the special provisions or as determined by the Engineer.

14-03. CAST IRON PIPE

All cast iron pipe shall be laid with the barrel of the pipe on firm, undisturbed trench bottom. Pipe bedding around and over cast iron pipe is not required, except where specified for special cover conditions, backfill, or road conditions.

14-04. PAYMENT

Full compensation for performing all work and furnishing all bedding material as specified above shall be considered as included in the prices paid for the various contract items of work in place.

SECTION 15

SEWER PIPE LINES

15-01. DESCRIPTION

Sewer pipe lines shall be installed as shown on the plans or ordered by the Engineer and in accordance with the following provisions:

15-02. MANUFACTURE OF MATERIALS

A. Pipe- All pipe shall be of the size and material shown on plans and as specified herein. The use of new or unapproved pipe products shall be determined by the Engineer and authorized in writing.

All pipe sizes refer to inside diameter of pipe.

All pipe and pipe joints between structures shall be of the same type, design and size unless otherwise specified.

The Contractor shall submit at his own expense shop and material details of all special pipe for approval, before the pipe shall be manufactured or used on the work. All pipes and fittings shall be marked with the trade or brand name of the manufacturer, and inventory identification marks.

1. Vitrified clay pipe and fittings shall be new, first quality pipe and shall conform to ASTM C-200 extra strength, unglazed, except that pipe fittings shall be of a quality equal to the straight pipe.

2. Cast iron pipe and fittings for main sewers shall be bell and spigot Class 150 and shall conform to Fed. Spec. WW-P-421a, and shall include pipe made with Tyton or mechanical joints.

Cast iron pipe and fittings for side sewers shall be new, first quality bell and spigot pipe. The pipe shall withstand not less than forty-three (43) pounds per square inch working pressure.

The cement coating shall be held back three (3) inches from each end of the pipe, unless otherwise specified.

The ends of the pipe shall be clean of all concrete, grease, scale and dirt and ready for making field joints by welding.

A protective shop coating shall be applied to the exposed metal portion of the pipe.

Field replacement of coating at joints shall be to manufacturer's specifications or as directed by the Engineer.

b. Fabrication of CL & C pipe or CL pipe for underground or syphon beams shall conform to the steel cylinder thickness, class, and joints called for on the plans. Concrete lining and/or coating for pipe under twelve (12) inches in diameter shall conform to the above requirements for suspended crossing pipe, except that the minimum cylinder gauge shall be ten (10) gauge.

Special fittings shall be fabricated as shown on the plans and shall have a maximum deflection of fifteen (15) degrees at any one angle break within the fitting.

6. Smooth lined corrugated metal sewer pipe shall conform to Armco Specifications for smooth lined asbestos bonded corrugated metal sewer pipe.

B. Joint Types and Materials- Joint materials, as hereinafter referred to, are to be used in conjunction with the jointing of the pipes for which the materials or devices were designed. All pipe joint materials shall be as specified herein, and the use of new or unapproved products or materials for joints shall be determined by the Engineer and authorized in writing. Care will be exercised in the intermixing of different shipments of materials to insure well-fitted joints. All rubber gaskets and/or couplings for these pipe joints shall be purchased from or through the firms supplying the pipe.

Joint Types- Unless otherwise specified, the approved types of joint materials used with various pipes and fittings shall be as follows:

Types of Pipe	Joint Materials	Types or Trade Names
MAIN SEWERS (6 through 15 inches in diameter)		
Vitrified Clay	Plastisol Gaskets	Plastisol Joint
	Rubber Couplings	Ceramicweld Coupling
Cast Iron (Class 150)	Rubber Gaskets	Tyton Joint
	Rubber Gaskets	Standard Mechanical Joint
TRUNK SEWERS (18 inches and larger in diameter)		
Vitrified Clay	Plastisol Gaskets	Plastisol Joint
	Hot Poured Compounds	CPI 2 Joint Compound
	Hot Poured Compounds	JC 60 Joint Compound
	Rubber Couplings	Ceramicweld Coupling
Reinforced Concrete	Rubber Gaskets	Rubber Joint
SIDE SEWERS (4 inches and larger in diameter)		
Vitrified Clay	Plastisol Gaskets	Plastisol Joint
	Rubber Gaskets	Mechanical Compression
	Rubber Couplings	Ceramicweld Coupling
Cast Iron (Soil-Class 40)	Lead	Lead Joints
Cast Iron (Class 150)	Rubber Gaskets	Tyton Joint
	Rubber Gaskets	Standard Mechanical Joint

Types of Pipe	Joint Materials	Types or Trade Names
Asbestos-Cement	Rubber Gaskets	Ring-Tite or Fluid-Tite Coupling

BY SPECIAL APPROVAL for Main or Trunk Sewer unless otherwise specified above.

Concrete Steel Cylinder)
Reinforced Concrete) Joints for these pipes shall
Asbestos-Cement) be individually approved.
Smooth Lined Corrugated Metal)

Joint Materials-

1. Plastisol Gaskets- Plastisol gaskets for bell and spigot vitrified clay pipe shall consist of an approved type of resilient, interlocking, mechanical compression joint formed on the pipe at the factory. The gaskets formed on the pipe shall be made of plastisol conforming to specifications established by the National Clay Pipe Research Corporation.

2. Rubber Couplings- Rubber Couplings used to join plain end vitrified clay pipe shall conform to the requirements set up by Pacific Clay Products for "Ceramicweld Couplings."

3. Rubber Gaskets-

a. Rubber gaskets used for jointing cast iron pipe having Tyton joints shall conform to the requirements set up by U. S. Pipe and Foundary Company.

b. Rubber gaskets used for jointing cast iron pipe having Standard Mechanical joints shall conform to the requirements of Fed. Spec. WW-P-421a, Section 3.12.

c. Rubber gaskets used for jointing asbestos-cement pipe with Ring-Tite or Fluid-Tite couplings shall conform to the requirements established by Johns-Mansville or Keasbey and Mattison.

d. Rubber gaskets used for jointing reinforced concrete pipe with bell and spigot ends shall conform to Section 3.4 of AWWA C-302. Rubber gaskets conforming to ASTM C-362 require prior written approval of the Engineer.

e. Rubber gaskets used for jointing reinforced concrete pipe with double spigot ends and approved steel joint sleeves shall conform to Section 3.4 of AWWA C-302.

4. Hot Poured Compounds- Hot poured compounds used for jointing vitrified clay bell and spigot pipe shall conform to specifications for Clay Pipe Jointing Compound CPI 2 as established by National Clay Pipe Manufacturers, Inc. or to specifications for JC 60 Sewer Joint Compound as established by Atlas Mineral Products, Co.

All pipe to be jointed with hot poured compound shall be primed prior to being used. Priming materials shall be as recommended by the joint compound manufacturer. When using compound CPI 2, prime with Bitumastic No. 50 primer and when using compound JC 60, prime with No. 60 primer.

All caulking yarn used with vitrified clay pipe shall be 310R Sealite Caulking Yarn. Caulking yarn shall be installed in accordance with the manufacturer's prescribed installation procedures. Caulking yarn for pipe sizes up to twenty-one (21) inches shall be one-sixteenth (1/16) inch larger in size than the annular space of the pipe bell. For pipe sizes twenty-one (21) inches through thirty-nine (39) inches, the caulking yarn shall be one-eighth (1/8) inch larger in size than the annular space. The annular space shall be

1. The Hydrostatic test shall be made by closing the lower end of the sewer line to be tested and the inlet or inlets of the next upstream structure with stoppers and filling the sewer line and structure with water to a point four (4) feet above the crown of the open sewer in the upstream structure. The hydrostatic head shall be maintained between a minimum of four (4) feet and a maximum of eighteen (18) feet while testing. The test period for sewers of reinforced concrete pipe shall be no less than four (4) hours and the pipe shall be filled with water fifteen (15) hours prior to test.

Test tees the full size of the sewer line shall be used when the hydrostatic test cannot be satisfactorily made through pressure relief wyes. The tees shall be kept open until the line meets the requirements of this Section. The hydrostatic test shall be made only after a section of line is complete and has a minimum of three (3) feet of backfill over it. The method of plugging the lines shall be approved by the Engineer prior to testing.

Measured quantities of water shall be added to maintain the level in the test tee or structure to determine the rate of leakage.

2. The Air Pressure Test shall be performed by inserting stoppers and applying regulated air pressure to the section being tested after completion of paving or final backfilling. Maximum permissible drop in pressure related to time and pipe volume shall be determined by the Engineer. Preliminary air loss tests prior to backfilling of pipe shall be made in a similar manner when ordered by the Engineer.

3. Jetting Test- During the normal process of jetting, which shall conform to Section 12, a check shall be made by the Engineer to determine the amount of infiltration through each section of sewer line. The amount of infiltration shall be within the limits prescribed below.

C. Allowable Leakage- The allowable leakage or infiltration in any individual section or in the entire sewer job shall not exceed five hundred (500) gallons per inch of diameter per mile of pipe per day or equivalent air loss. If the leakage or infiltration or air loss exceeds the allowable amount, the test section shall be removed and replaced, or approved corrective measures taken.

D. Cleaning- Prior to acceptance of sewer lines, other than side sewers, the Contractor shall clean all lines with a Wayne Sewer Cleaning Ball, or an approved equal cleaning device, in a manner prescribed by the manufacturer. Any stoppage or foreign matter shall be removed in a manner satisfactory to the Engineer from all lines, including side sewers.

15-06. MEASUREMENT AND PAYMENT

The final determination of the quantity of sewer pipe laid in accordance with the plans and specifications shall be by the following method of measurement.

Sewer lines shall be measured horizontally along the center line of the sewer from the center of structure to the center of structure, without deduction for structure, unless otherwise specified in the special provisions.

The price paid per linear foot for sewer pipe lines in place shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved in furnishing and installing the sewer line complete in place as herein specified, including excavation, backfill, compaction, cleaning, testing, paving, and any specified or required connections to existing sewers.

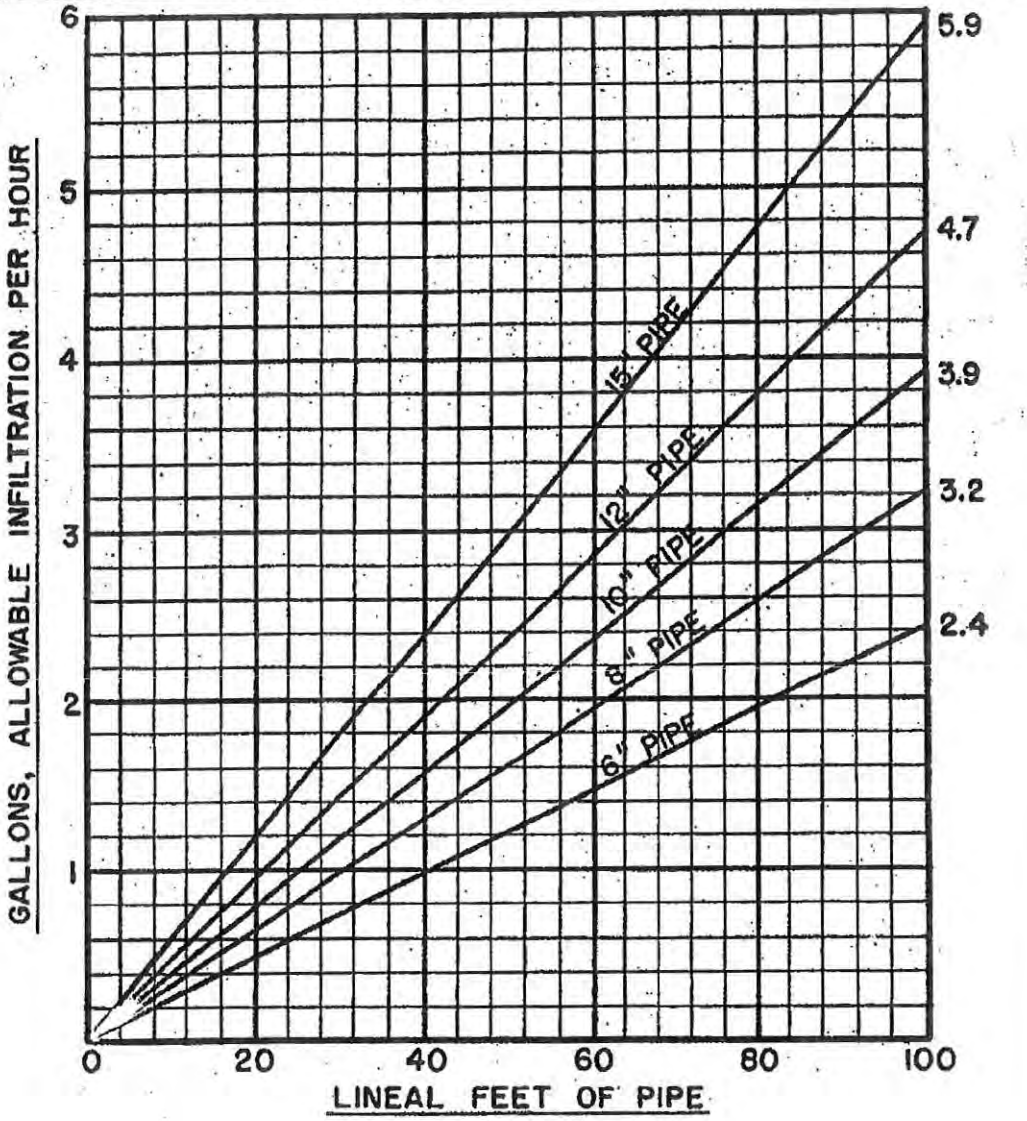
CENTRAL CONTRA COSTA SANITARY DISTRICT

WALNUT CREEK, CALIFORNIA

ALLOWABLE INFILTRATION CHART

FOR MAIN SEWERS

ALLOWABLE LEAKAGE- 500 GALS. PER INCH DIA. PER MILE OF PIPE PER DAY



CONVERSION TABLE

DIAMETER OF PIPE OR M.H. IN INCHES	GALLONS PER FOOT OF DEPTH IN PIPE OR M.H.	GALLONS PER INCH OF DEPTH IN PIPE OR M.H.
6 PIPE	1.5 GAL./FT.	.125 GAL./IN.
8 "	2.6 "	.217 "
10 "	4.1 "	.342 "
12 "	5.9 "	.492 "
15 "	9.2 "	.766 "
48 M.H.	94. "	7.83 "
60 "	147. "	12.25 "

Exhibit v

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The Evolution of Jointing Vitrified Clay Pipe

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Marlene N. Spence**

Abstract

Advances made in the jointing of vitrified clay pipe during the last half century, illustrate the concern of the clay pipe industry to provide top quality jointing methods. Prior to this, the lack of standards for joint integrity meant testing for infiltration and exfiltration was seldom implemented. Sewers were often designed simply to convey surface water, excessive groundwater and untreated sewage to area lakes, rivers, streams, estuaries and bays. Leakage was even designed into the system for cleaning purposes associated with high flow rates.

Early 19th century clay pipe jointing often utilized a field applied cement mortar, or other specialty jointing materials. The watertightness of these rigid joints depended on many factors including the skill of the work force and the stability of the bedding materials.

The need to replace rigid joints to provide a degree of flexibility in the pipe system caused a variety of flexible materials such as tars and mastics to come into use. However, they were not always successful in eliminating infiltration/exfiltration problems.

After World War II, increased population density along with economic and health considerations led to a rise in separate storm and wastewater systems. It was at this time that the watertightness of sewer lines became a requirement.

The clay pipe industry endeavored to meet the challenge of joint integrity. The development of polymers yielded a broad variety of new materials applicable for use in jointing vitrified clay pipe.

Today the clay pipe industry offers choices of many excellent jointing methods. Factory applied compression joints adhere to strict performance standards. The introduction of low profile plain end pipe led to the development of additional jointing alternatives. These along with reducer couplings, adaptors, repair collars, and o-rings are a few of the methods available from the clay pipe industry to meet today's needs of minimal infiltration/exfiltration, ease of installation flexibility, durability and to prevent root intrusion.

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History of Jointing Vitrified Clay Pipe

Prior to 1940 the disposal of sewage in most cities was performed by the most expedient method available. Metcalf and Eddy in American Sewerage Practice, reported; "As late as 1924, 88 percent of the population in cities of 100,000 or over in the United States disposed of their sewage by dilution without prior treatment." The design of sewers was concerned with the conveyance of sewage, surface drainage and in some instances as an acceptable method of eliminating excessive ground water. Infiltration was designed into some systems to increase flow and dilute the contents. Many cities had combined sewers and it was common practice for sewer outfalls to discharge directly into lakes, rivers, streams, estuaries and bays.

It is not surprising; therefore, that the subject of jointing materials for sewer pipe was not high on a list of priorities. Testing for infiltration was not a major factor and when it was exercised, allowances as high as 1500 gallons per inch diameter, per mile, per day, were common.

Prior to World War II the most common and probably the first type or class of jointing clay pipe was with oakum and cement mortar. The joints produced were rigid and not resistant to earth movement. The joints were made in the trench by the workmen and the workmanship could be excellent or it could be poor. Water testing was infrequent, air testing and televising lines unknown.

After World War II rapid population growth and the attendant increase in sewage flow opened new horizons in the design of sewerage systems. The construction of separate sewers was a matter of economic necessity, and sewage treatment plants were a must. It was not long before it was apparent that the increased flows and excessive infiltration would tax the capacities of treatment plants and pumping stations and greatly increase operating costs.

The clay pipe industry was approached by the engineering profession to undertake a study to come up with an improved method of jointing clay pipe. The request did not fall upon deaf ears and the National Clay Pipe Institute made this its number one priority.

The second type or class of joints for vitrified clay pipe was a group known as "Hot-Pour Compounds" put on the market in a number of varieties by numerous compound manufacturers. Recognizing that some of these compounds were failing to fulfill the objective for which they were intended, the Research Laboratory of the National Clay Pipe Manufacturers, Inc., undertook a complete survey of all hot-pour compounds and evaluated them on their ability to meet the following permanent performance requirements:

1) Tightness
2) Root resistance
3) Flexibility
4) Corrosion resistance

All of the compounds examined failed in one or more of the essentials forcing the Research Laboratory to direct its efforts towards developing a compound which would meet all the necessary requirements to qualify as a satisfactory and acceptable hot-pour compound. Such a compound was ultimately developed and its specification made available to all manufacturers of compound material. The name brands most commonly used were bitumastic compounds, CPI-2, GK, and JC-60, a plastic base sewer joint compound.

Hot-pour joints were made by the installer in the trench but were considerably more difficult than the cement mortar joint. It was essential that the kettle for heating the compound be thoroughly cleaned before using. This was particularly true if the kettle had been previously used for sulfur-bearing compounds. The compound was heated to a temperature of from 350 degrees to 450 degrees F, depending upon which compound was used, and the temperature maintained. Before pouring, the joint surfaces had to be clean and dry and a gasket of dry twisted jute caulked in the annular space.

After the joint was properly yarned a suitable runner was placed and the joint poured in a single pour so that the compound ran around the pipe, completely filling the annular space. The compound must (1) melt and flow freely at the pouring temperature, (2) adhere firmly to the surface of the sewer pipe and (3) have sufficient flexibility to permit a slight movement of the pipe without injury to the joint. It was very necessary that the compound be properly heated in order to assure getting a satisfactory joint.

Another joint for bell and spigot pipe introduced to the market about that time was the Tubular Joint which consisted of a specially designed hollow, collapsed, rubber ring capable of fitting within the annular space of a bell and spigot pipe, and of being inflated with a suitable grout mixture (Portland cement, TJ-41 and water) to a pressure of 50 to 60 psi, so as to produce a tight, flexible joint. The gasket (tube) had only one opening, a short tubing, similar in shape to the valve-stem of an inner tube, but of such size as to readily admit the grout mixture. Although the tubular joint had considerable merit it was a slow and cumbersome method of operation involving a relative high labor cost.

Although vast improvement was made over the cement mortar joint, results were still far short of the ultimate goal insofar as requirements for flexibility were concerned.

On the West Coast a rubber ring was introduced; but its success depended on the manufacturer supplying select pipe having both spigot and bell dimensions within small tolerances; it was not found to be economically feasible.

There was considerable activity throughout the entire industry and soon two new types of joint material were made available. The first had a plastic ring bonded to both the bell and spigot, while the second had a rectangular shaped rubber gasket mounted on a bonded plastic spigot ring.

Still not satisfied, the clay pipe industry engaged in further research for a jointing system that would be:

1) factory applied to perform to close tolerances.
2) flexible enough to be unaffected by possible earth movement.
3) resistant to sewer acids.
4) easily assembled.
5) tight enough to eliminate infiltration/exfiltration problems and root penetration.

A plastisol resin ring molded in the bell and on the spigot end was developed. This factory fabricated compression joint came very close to meeting all the performance requirements. Prefabricated compression joints quickly became the standard of the industry. In 1958 the adoption of ASTM C 425, The Tentative Specification for Vitrified Clay Pipe Joints Using Materials Having Resilient Properties, introduced a means to test compliance of joints to both end - users' and manufacturers' requirements.

Early Jointing Systems

There has been confusion about the quality of vitrified clay pipe jointing systems brought on by studies of inflow and infiltration required by the Environmental Protection Agency. In order for many cities to be eligible for sewer grant money from the EPA, there must be compliance with EPA requirements. Early studies of sewers found problems of infiltration to be widespread. The difficulties and expense encountered with the treatment of this extraneous flow into sewer systems lent a bad name to vitrified clay pipe. The erroneous and undeserved correlation of infiltration problems and vitrified clay pipe was to a great extent due to two things. First, as stated earlier, early sewer systems represented the state-of-the-art in their day and were, in many cases not designed to prevent infiltration. Second, since the majority of sewers in the country were vitrified clay pipe, it stood to reason that more problems would be found with clay than any other material.

Modern Jointing of Vitrified Clay Pipe

The development of a prefabricated compression joint underwent many stages of evolution. Various materials and designs were evaluated in research sponsored by members of the National Clay Pipe Manufacturers' Institute. The factory applied compression joint has continued to have widespread industry acceptance.

Today's modern vitrified clay sewer pipe adheres to stringent requirements outlined by the American Society for Testing and Materials. Many manufacturers also have a set of quality standards they follow, as well as those standards set by municipalities across the United States.

ASTM standards were developed to aid in the elimination of infiltration problems. ASTM C 425 addresses several currently used basic joint designs. All are compression joints. One type has sealing elements bonded to the bearing surfaces. Others have independent sealing elements. Elastomeric components used in joints must pass tests of chemical resistance, showing no weight loss when exposed to solutions of sulfuric acid and hydrochloric acid. Rubber components must pass the chemical tests and also meet requirements of tensile strength, ozone resistance, oven aging, water absorption, compression set and hardness. Any metal parts introduced into the joint must be resistant to corrosion.

After the individual materials used in jointing systems are tested for adherence to all specifications, completed joints are tested for performance. In 1958, infiltration of 500 gallons per inch of nominal diameter per mile of line per day, was an acceptable rate. The rate most commonly used today is 60 percent less or 200 gallons per inch diameter per mile per day. Representative specimens of pipe must pass plant tests performed under hydrostatic, misalignment, shear load and combination conditions. Pipe and joints must withstand an internal pressure of 4.3 psi without leaking. A shear load of 150 pounds per inch of nominal diameter with the same internal pressure must also be passed. Misalignment, or deflection, is based upon pipe diameter and length of the specimen. The test is also performed while maintaining hydrostatic pressure. ASTM testing of vitrified clay pipe joints was designed to insure earth loads, pipe line settling and certain degrees of improper bedding would not allow exfiltration of the sewer contents, as well as infiltration of excessive amounts of ground water.

Vitrified clay pipe lines are also examined after installation. Air tests, infiltration tests and/or television checks are standard practice.

Types of Prefabricated Joints

There are a variety of joints available from vitrified clay pipe manufacturers that adhere to the strict requirements of ASTM. Traditional bell and spigot pipe is available with several jointing materials. Through the use of a factory cast polyurethane elastomer, bell and spigot compression joints are formed by an interference fit. A bead molded onto the bell casting insures a tight compression assembly. The assembly of the joint is simply a matter of applying a manufacturer supplied lubricant to the elastomer and pushing the pipe home.

Another system available on bell and spigot pipe is a polyester and o-ring joint. The polyester resin is cast onto the bell portion of the pipe with a lead in taper. The spigot end is cast with a groove or gland. At the job site, the o-ring, a flexible gasket, is positioned into the spigot groove. Joint lubricant is applied and the pipe can be shoved home.

Both the polyurethane and the polyester/o-ring joint are designed and manufactured under rigid dimensional control. Resins of the highest quality are incorporated to yield lasting joints. Both systems have the advantages of being factory applied using thermo-setting resins. Cure is induced by combining two components. In some instances, heat is added to economically speed cure of slow catalysts.

Other jointing systems have also been developed. A new low profile joint is based on principles in a design used over 2,000 years ago in ancient Ephesus. Plain end pipe, as it is known, has been made with diverse coupling systems. Fiberglas-reinforced polyester (FRP) bells have been wound directly onto pipe as large as 36 inch inside diameter. Spigots were poured with urethane. These low profile plain end pipe allow longer lengths to be produced.

In some areas, FRP bells have been replaced with a more economical PVC (polyvinyl chloride) collar. Since the load in the ditch is carried by the vitrified clay pipe and not the PVC, ring deflection is not a problem. The PVC collars are cut from extruded tube stock and heat formed to close diametric dimensions. Interference beads are molded during this process. Both ends of the plain end pipe are cast with urethane couplings. The PVC collar is installed with an air bladder and cylinder device on the factory end. The field end is sized to allow ease of field installation through the use of joint lube and a pipe puller or hand shove.

Another type of plain end pipe uses a urethane spigot and PVC bell. In this joint the urethane on the spigot end contains the interference bead and the PVC collar is smooth. The PVC collar is attached to the bell end of the pipe through the combined use of an adhesive and the heat shrinking of the collar.

A system that is in use for both normal installation and repair work of VCP is a flexible rubber coupling with heavy duty shear rings. For normal installations, the pipe is delivered with the factory end of the coupling in place. Stainless steel take up clamps on both ends allow a tight, but flexible, compression seal. This coupling can also be utilized as a repair sleeve with a split stainless steel shear ring around the outside diameter replacing the interior shear ring. This coupling simplifies branching of existing lines.

Connections into existing lines of dissimilar materials have been facilitated through the production of a wide range of fittings, adaptors and transition joints.

The joints in use in today's modern sewer systems provide many benefits. Limited infiltration and exfiltration reduce sewage treatment plant loads, and prevent contamination of ground water supplies. The durable, high compression joints inhibit root penetration, thus reducing maintenance costs. The ease of assembly due to factory prefabrication reduces labor costs in the field, and lessens the possibility of poor field installation. The flexibility of today's vitrified clay pipe joints adjusts to minor trench settlement and pipe movement.

Dedication and modern methodology within the industry have resulted in a tremendous improvement in the jointing of clay pipe. Commitment by the industry continues as research into new jointing elastomers is conducted. Like the profession it serves, vitrified clay sewer pipe joints have advanced from the pre-treatment days to today's scientific age of sewage treatment.

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EXHIBIT E

CHARLES J. GIBBS
RICHARD J. MITCHELL
GEORGE A. RUSTICIAN

MAILING ADDRESS P.O. BOX 5266
WALNUT CREEK, CALIFORNIA 94596
TEL. 934-6727 AREA CODE 415

Secretary

July 18, 1975

For more information call:
G. A. Horstkotte, Jr.
General Manager-Chief Engineer
934-6727

PLUMBING PROBLEMS

Plumbing problems? Instead of calling a plumber, you might save yourself a bundle by dialing the Central Contra Costa Sanitary District.

Central San is responsible for most of the collector sewage lines that run down central Contra Costa streets. "If the problem is traced to one of these lines, we will make the repairs free," said Bob Hinkson, maintenance chief for the District.

"We have never made it a secret that we offer this service. In fact, we ev advertise in the Yellow Pages, yet many people neglect to call us when they get a collector line problem."

Headquartered in Walnut Creek, Central San serves about 300,000 people in th communities of Danville, Alamo, Martinez, Pleasant Hill, Clayton, Walnut Creek, Orinda, Mor ga and Lafayette. Concord sends its sewage to Central San for treat ment, but maintains its own lines.

"Most problems occur within the household system," Hinkson continued. "Her the resident will have to fix the pipe or remove the obstruction, or call a plumber."

Hinkson listed the following as signs of collector line problems:

--some or all of the drains in a household back up.

--several homes along a block experience sewage problems.

--if you flush the toilet or wash the dishes and the drainage bubbles up i the bathtub or at some other point.

"If you just suspect you have a problem related to the collector lines, gi us a ring," Hinkson advised. "We have a crew on call 24 hours a day, seven day a week, and we will check free anything suspicious. At the least, the resident will know where the problem isn't."

District headquarters are located at 1250 Springbrook Road, phone number 934-6727.

Central San has a fleet of 56 assorted vehicles, including backhoes and du trucks, and 43 people in the maintenance division.

The District services, maps and maintains an 845-mile collection system wo $97.5 million. This figure does not include the $72.8 million treatment plant District is building north of Concord.

"When repairs have to be made, we try to do them as quickly as possible wi the least in convenience to the property owner," Hinkson said.

"Roots are our biggest headache. They get in between the pipe joints and the lines.

"Next comes grease, mainly the slurry from sink grinders. It coagulates i the lines and catches debris and pretty soon you have a blockage.

"Then there are objects dropped accidently in the toilet or down the drain hair, which can be a real problem. Sometimes kids will drop something down a m hole and cause problems, but we have had relatively little vandalism.

"Occasionally a pipe will just collapse, either because of a flaw or becau it has been eroded by the hydrogen sulfide gas found in sewer lines," Hinkson explained.

"A good rodding solves most of our problems. Sometimes we'll have to dig a line.

↳ they clear the line but don't fix the damage to the pipe

"Since 1970 we have been using a small television camera to inspect sewer lines and this has enabled us to head off many small problems before they grow into major ones."

Hinkson emphasized that residents should have no hesitancy about calling the District. "We are a public agency. When we come out to do a job, we are merely doing what you are paying us, through your taxes, to do."

EXHIBIT F

STATE OF CALIFORNIA—[illegible] AGENCY

George Deukmejian, Governor

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION
1111 JACKSON STREET, ROOM 6040
OAKLAND 94607

Phone: Area Code 415
464-1255

File No. 2119.1008 (FHD)pmh

March 1, 1983

Mr. Roger Dolan, General Manager - Chief Engineer
Central Contra Costa Sanitary District
P.O. Box 5266
Walnut Creek, CA 94596

Dear Mr. Dolan:

This office has been contacted by several residents within the District who claim to have suffered substantial property damage as a result of sewage backing up into their homes from the District collection system. A resident of the District appeared before the Regional Board during the February 16, 1983 meeting public forum and described such a problem and I have been instructed to submit a report at the Board's April 1983 meeting. We request that you provide the Board with information on the following by March 18, 1983:

1. An estimate of the number of homes affected by backups in the last five years and their general locations, and the cause of these backups ie., whether caused by wet weather flows or blockages.

2. A description of the District's program for the prevention of each of these kinds of backups. We understand that this program includes both maintenance of the collection system to minimize blockages and notification of vulnerable residences. We would like details on these programs. If the backups are caused by wet weather flow surcharges, you are requested to report on the District's plans and time schedules for eliminating these problems.

3. A discussion of the nature, extent of use, and effectiveness of backflow devices in use within the District. We are especially interested in your response to a complaint that the device recommended by the District is unreliable.

We wish to make it clear that under the terms of Section F.2 of the District's self-monitoring program, overflows from the collection system whether they are backups into peoples homes or could enter waters of the State that are reported to the District should in turn be reported to the Regional Board.

Please contact me if you have questions.

Sincerely,

FRED H. DIERKER
Executive Officer

J. J. CARNIATO
Counsel for the District
Tel. (415) 283-1552
CLYDE M. HOPKINS
Secretary

CENTRAL CONTRA COSTA SANITARY DISTRICT

5019 IMHOFF PLACE
MARTINEZ, CALIFORNIA 94553
(415) 686-3800

ROGER J. DOLAN
General Manager—Chief E
DAVID G. NILES
Deputy General Mana

April 12, 1983

California Regional Water Quality Control Board
San Francisco Bay Region
Fred H. Dierker, Executive Officer
1111 Jackson Street, Room 6040
Oakland, CA 94607

Dear Mr. Dierker,

Roger Dolan, General Manager-Chief Engineer, of Central Contra Costa Sanitary District, has asked me to prepare the following information for you regarding the complaints to your office from several residents of suffering substantial property damage as a result of sewage backing into their homes from the District's system.

I trust this will be of assistance to you in preparing a report for your Board on the matter.

Yours very truly,

R. H. Hinkson

R. H. Hinkson,
Manager, Collection System Operations

RHH/vg

Enclosure

Central Contra Costa Sanitary District

In the past five years, the District has paid 44 claims for damages as a result of a sewage backup in a residence or building. This averages out to be 8.8 claims per year. The total paid for damages was $75,560. This amounted to an annual claims bill to the District of $14,999, at an average cost per claim of $1,717.

This includes $15,240.55 paid to date to Mr. Ray Horne of 25 Rheem Blvd., in Orinda, who described his problem at your February board meeting. Mr. Horne is suing the District for $50,000 in general damages.

In a large collection system with many small diameter lines such as Central San's, it is not cost effective to maintain the system to a standard of zero overflows. For example, it is not clear that the District could provide a fail-safe system even if the collection system maintenance effort were doubled from 1.8 million to 3.6 million dollars per year. This, assuming it would be possible, would cost over $200,000 per eliminated overflow damage claim. The fail-safe approach is, therefore, difficult to justify from a public funding standpoint when each overflow damage claim now costs less than $2,000.

QUERY #1 An estimate of the number of homes affected by backups in the last five years and their general locations, and the cause of these backups i.e., whether caused by wet weather flows or blockages.

In the last five years, 55 homes or buildings (44 resulted in damage claims) out of the 70,169 connected to the District system were affected by backups. Fifty-three of them were the result of pipeline blockages. On 49 occasions these were caused by root intrusion and on 4 occasions by grease and solids depositions. The final 2 were the result of direct wet weather surcharges. Wet weather has additional influence since most backups occur in those months, 36 of the 55, and the increased flow is a factor in the severity of the property damage. The backups generally take place in the tree covered hills of Walnut Creek, Orinda, Lafayette, Pleasant Hill, and Martinez. (See Figure I)

The reason for this is terrain. In hill areas the sewer main serves the homes on both the high and low sides of the street, a stoppage in that line can result in sewage backup in the low side home. Expansive soil prevalent in central Contra Costa County often fractures rigid pipe joints, roots need no further invitation to penetrate the sewer line than a small crack and if not removed will plug it. Almost 90 miles of District clay pipelines are heavily root intruded now. We face the same potential for stoppage in the remaining 290 miles of 6" and 8" clay system in the District. This possibility makes it essential that the District maintain an effective stoppage prevention program.

QUERY #2 A description of the District's program for the prevention of each of these kinds of backups. We understand that this program includes both maintenance of the collection system to minimize blockages and notification of vulnerable residences. We would like details on these programs. If the backups are caused by wet weather flow surcharges, you are requested to report on the District's plan and time schedules for eliminating these problems.

We have an extensive wastewater collection system maintenance program at C.C.C.S.D.. Its most important goal is to minimize pipeline stoppages, to minimize property damage, and to minimize the public's exposure to health hazards.

The maintenance program employs pipeline cleaning by mechanical, hydraulic, and chemical means; pipeline inspection by the C.C.T.V. system; and pipeline correction by repair and replacement.

Since the overwhelming majority of sewage backups are the result of stoppages caused by root intrusion, and to a lesser degree, grease and solids deposition, the program's major component is pipeline cleaning.

This effort is concentrated in our 844 miles of 6" and 8" main line pipes; these sizes are most prone to plug and to which most of the District's homes connect. It is further concentrated on those parts of the system affected by the major source of blockages -- roots and grease.

One thousand, seven hundred, and twelve (1,712) individual sewer mains involving 89.3 miles are heavily intruded by roots and are scheduled for cleaning by mechanical means as frequently as every three months.

We use a chemical root control on 26 miles of the most heavily root intruded pipeline on an annual, bi-annual, and tri-annual basis.

11% of the District's main line system is effected by root intrusion. In 1982, 139 miles of the year's cleaning production (596 miles) was in root lines.

The same basic schedule is maintained for the 48 miles of pipeline affected by grease and solids deposition. This represents another 5% of the main line system. In 1982, grease line cleaning (95 miles) represented 16% of the year's cleaning total.

In the past five years, we have cleaned 2,590 miles of District pipelines. Of those miles cleaned, 1,036 were scheduled root and grease lines. The other 1,554 miles were cleaned in a systematic "routine" manner in order to detect potential blockages due to roots, grease, or pipe defects.

In preventing stoppages and backups, we use C.C.T.V. inspection to tell us the general condition of the pipeline; to identify potential stoppages; to tell us the cause of an actual stoppage; and to assist in establishing repair or replacement priority. In the past five years, we have televised 100 miles of District pipelines.

In some cases, the ultimate solution to a pipeline prone to stoppage is to repair or replace it. We have corrected seven miles by this method in the last five years.

As to the success of the program, only 55 (44 resulted in damage claims) residences had sewer backups in five years, an average of 11 per year. This equates to one residential backup for every 6,379 residential connections in the District.

In order to minimize the public's exposure to health hazards, we have worked with Contra Costa County health authorities to determine clean-up and disinfection techniques to use in homes where sewage backup has taken place. Through this joint effort, the following procedures were developed.

All liquid waste is picked up by wetvac's and disposed of in the sewer system.

Any carpeting not replaced with new, by the District, is professionally cleaned and sanitized.

All floors affected by the spill are throughly cleaned and disinfected with Virex, particular effort is given to flooring seams, baseboards, mouldings, and other difficult to clean areas.

The success of these methods can be measured by the fact that no health related incident as a result of sewage backup or spill has ever been reported to the District.

We are currently pilot testing a public notification program involving handout material, (See Figure II), that describes the potential for damage to the building from sewage backup, and the procedures to follow to prevent it. The warning notice is hand delivered to the occupant of a home or attached to the door latch after department personnel, through a field check at the site, have determined that the home is susceptible to damage from backed up sewage. We estimate the cost to the owner for installing a protective device to run from a low of $75 to a high of $950, and that the median, based on the use of the backwater overflow device, to be $250. Previous experience has shown us that property owners are reluctant to pay the expense of installing a backwater protection device because the odds of it ever being needed at their homes are extremely remote (currently 6,379 to 1).

We believe this program has a better chance for success than any other notification course we might have undertaken. At this time, it's still too early to assess its worth.

A study of two backups caused by wet weather surcharges is underway. There does not appear to be major obstacles to alleviating the surcharge problems which should be corrected by December 1, 1983.

QUERY #3 A discussion of the nature, extent of use, and effectiveness of backflow devices in use within the District. We are especially interested in your response to a complaint that the device recommended by the District is unreliable.

The District allows the use of two backwater overflow devices. (See Figure III) One is an overflow system and the other is a backwater check valve and shut off system. The overflow device is a domed fitting that can be screwed into the top of a building cleanout and has a ball float for odor prevention. The overflow system is required when the floor level of a house to be connected to the main sewer is below a point 12 inches above the top of the nearest upstream sewer manhole or other structure and where sewage can, without serious property damage, overflow.

The other is a backwater check valve and shut off system that uses two cleanouts, a gate valve, and a backwater check valve. This system is reguired where sewage cannot overflow without serious damage. It should be considered for installation wherever additional protection is desired.

In regards to the number of each device in current use, it is my estimate that the overflow device would number in the thousands and the backwater check valve and shut off system in the hundreds.

As to their effectiveness, they are very effective, we have witnessed the backwater overflow device successfully protecting residences and buildings in the District on many occasions, for over 25 years. Of the thousands installed, we know of only three locations where they gave less than total protection. We do not know of any location where they provided a home no protection whatsoever.

The use of this practical and inexpensive device has spread to other sewage agencies in the Bay Area, the State of California and in many other states throughout the country. However, the District makes no claim that either of its backflow prevention systems will provide absolute protection.

As to its reliability, we have just testified to the effectiveness of the overflow devices. The device is as reliable as it is effective but does not guarantee absolute fail-safe protection. We would appreciate more specific evidence of its unreliability, than that of supposition and theory, in order to respond reasonably to this complaint.

We have routinely advised the CRWQCB of sewage spills which were significant in terms of quantities and location. We are willing to consider a reporting system which would inform the CRWQCB of all known instances of sewage overflows should you wish.

The District is acutely aware of the distress, discomfort, and financial burden its residents may suffer as a result of sewage backup in their homes. The District's principal response to the problem has been through its collection system maintenance program.

The department has a 45 person staff, 37 are assigned to field operations, the remainder to shop and administrative tasks. There are 11 field crews, 6 of which have full time pipeline cleaning assignments. They are equipped with 2 power rodders; 2 hydraulic pressure cleaners, with a 3rd on order; a vaporoot chemical applicator; and assorted other hand and power tools. The District's capital investment in C.S.O. department vehicles, equipment, and tools it needs to perform its mission is $1,200,000. Its Springbrook Rd. maintenance facility in Walnut Creek, a complex of offices, shops, warehouse, storage dock, vehicle service facility, parking lot, and pipe yard, is valued at $1,750,000.

Department personnel have been course instructors in the E.P.A. financed Collection System Maintenance Educational Program. They also played an instrumental role in the development of the Sacramento State College course for collection system workers. This is better known as the Professor Ken Kerri course and is the model for the industry.

The District's C.S.O. department staff is experienced, capable, well trained, thoroughly competent, and totally familiar with the District's terrain and pipeline system. They take particular pride in their ability to provide fast and responsive service in emergencies and have received numerous commendations from District residents.

The department's concept of a preventative maintenance program received national recognition in 1981, when the department manager, Robert H. Hinkson, was awarded the Water Pollution Control Federation's Collection System Award for outstanding contributions to the state-of-the-art of wastewater collection.

EXHIBIT G

EXHIBIT G

Gregory Village Partner's Comments, including Erler & Kalinowski, Inc.'s comments, on Tentative Orders Related to the Properties at 1643 Contra Costa Boulevard and 1705 Contra Costa Boulevard, Pleasant Hill, California

- Tentative Order – Site Cleanup Requirements for 1643 Contra Costa Boulevard ("P&K Cleaner Site" or "Site 1"),
- Tentative Order – Site Cleanup Requirements for 1705 Contra Costa Boulevard ("Chevron Site" or "Site 2"), and
- Cleanup Team Staff Report for File Nos. 07S0132 and 07S0204 ("Staff Report").

1) Comments on Order for 1643 Contra Costa Boulevard ("Site 1")

a) Order Finding 3 - Named Dischargers

i) *Discharger Not Named (item 3, third paragraph, page 3):* The Order broadly states that it is "common knowledge that releases occurred during routine dry cleaner operations involving chlorinated solvents" but fails to point out that it is also common knowledge to State of California agencies that dry cleaner operations routinely discharged contaminated wastewaters to sanitary sewers and that it is common knowledge that sewers leak (Exhibit B to Firestone letter to Bruce Wolfe dated 4 August 2014 - *Dry Cleaners – A Major Source of PCE in Groundwater*, by Victor Izzo, dated 27 March 1992). This paragraph in the Order should be modified to add these two points. Both of these points highlight the role of the sanitary sewers and, as explained below, the responsibility of the Central Contra Costa Sanitary District ("CCCSD") for releases from the sewers.

ii) *Sewer Leaks Contributed to the Off-site Groundwater Plume (page 3, item 3, third paragraph):* This paragraph states that the dry cleaner pollutants "are present in groundwater at and downgradient of the former dry cleaner in concentrations that generally diminish with distance" from the P&K Cleaner Site. This statement ignores the fact that groundwater at sewer manhole M46 (sample GGP87-01) had the highest detected concentration of tetrachloroethene ("PCE") in groundwater in the off-site northern neighborhood and higher than the levels found at the well furthest downgradient on the P&K Cleaner Site, a concentration that is due to a sewer leak near manhole M46 (Exhibits 1 and 2). This paragraph in the Order should be modified to acknowledge that sewer leaks are "additional releases" of PCE and have "contributed" to the pollutant plume in groundwater in the

northern neighborhood, as well as upgradient of Site 1 in the vicinity of Linda Drive from discharges from Site 2 of PCE containing wastewater to the old sewer in Linda Drive, which was subsequently replaced by CCCSD.

b) Order Finding 4 – Regulatory Status. Although the Site is not subject to a Regional Water Board order, it was voluntarily entered into the Spills, Leaks, Investigations and Cleanup (SLIC) Program in March 2002. This fact should be noted in this paragraph.

c) Order Finding 9 - Nearby Sites

   i) *Joint Investigation Needed (page 6, item 9, first paragraph):* The last sentence states that the petroleum and chlorinated volatile organic compound ("CVOC") releases from the Chevron Site have commingled with the CVOC plume from the P&K Cleaner Site. We agree with this RWQCB conclusion and thus a single order should be issued to require the responsible parties for both the P&K Cleaner Site and the Chevron Site to jointly investigate and remediate the commingled plume, including in the northern neighborhood. At a minimum, as stated below, the Order for Site 2 should include Tasks with the same specificity as provided in the Order for Site 1, e.g., requirements for installation and sampling of monitoring wells, soil vapor probes, sub-slab and indoor vapor concentrations, and a deep groundwater investigation, and inclusion of a Self-Monitoring Program for Site 2. In addition, it should be noted that the Chevron Site discharged waste, including dry cleaner separator water containing CVOCs, into the CCCSD sanitary sewer, which is located next to the Chevron Site in Linda Drive and continues north, then east and then north again, adjacent to the Gregory Village Shopping Center (Exhibit 1). P&K Cleaners used the same sewer line for its wastewater disposal. These discharges of wastewaters from both dry cleaners to the same sewer line, which then entered manhole M46 (Exhibit 1) should be noted in this paragraph of the Order.

d) Clarifications and Corrections

   i) *2. Site History (first sentence at top of page 2):* CVOCS and benzene were detected in the indoor air at "two" houses not "several."

   ii) 7. Remedial Investigation (page 5, table summarizing maximum detected concentrations): The data identified as "Maximum Concentration Detected" include results for chemicals in vapor samples that are listed as not detected with the maximum laboratory report limit shown. Where detected, the

maximum concentrations for trichloroethene ("TCE"), cis-1,2 dichloroethene ("cis-1,2-DCE") and vinyl chloride in soil vapor were 6,240 micrograms per cubic meter ("ug/m^3"), 947 ug/m^3, and 188 ug/m^3, respectively.

iii) *Self- Monitoring Program, 2. Monitoring:* The current monitoring program at the P&K Cleaner Site includes semi-annual measurement of groundwater elevations, not quarterly. The SMP should continue semi-annual measurement of groundwater elevations in available monitoring wells.

e) B. Tasks

i) The Staff has created unrealistic dates for Tasks 1, 2, and 3. Significant preparatory work needs to be completed in coordination with other responsible parties prior to initiating these tasks. New, appropriate dates need to be negotiated with the Staff, with particular recognition to the facts that the P&K Cleaner Site parties have limited resources and that Gregory Village Partners, L.P. ("GVP") has already voluntarily performed significant work in the neighborhood and on the P&K Cleaner Site in cooperation with the Regional Board. The unrealistic time schedule is punitive and unnecessary, especially in light of the fact that GVP has voluntarily investigated and mitigated potential human health risks in the neighborhood and on the P&K Cleaner Site without assistance from other potentially responsible parties for several years. In addition, the tasks in this tentative order are different than the tasks in the tentative order for the Chevron Site (Site 2). As noted below, there should be a single order for both sites. In the absence of a single order, all task paragraphs and schedules for tasks should be identical in orders for Site 1 and Site 2 with respect to common issues, i.e., deeper groundwater, the northern residential neighborhood, etc.

2) Comments on Order for 1705 Contra Costa Boulevard ("Site 2")

a) Order Finding 3. Named Dischargers: The Chevron Site discharged wastes, including dry cleaner separator water containing CVOCs, into the CCCSD sanitary sewer which is located next to the Chevron Site in Linda Drive. The evidence from the monitoring well on Linda Drive shows that CCCSD's sewers leaked in this area; thus CCCSD should be named as a discharger on this order. This should be noted in this paragraph.

b) Order Finding 7 – Remedial Investigation

i) *Plumes Are Commingled (page 4, item 7, first paragraph):* This paragraph states ambiguously that Chevron Site releases have "likely" commingled with the CVOC groundwater plume associated with the P&K Cleaners Site. However, the Staff Report (Section V) provides clear evidence that Chevron Site plume has traveled onto and through the P&K Cleaner Site and commingled with the P&K Cleaner Site plume and that this commingled plume has migrated to the residential neighborhood north of the P&K Cleaner Site. Because of this fact, the Regional Board should issue a single order for both Sites. In the event it does not do so, the Order for Site 2 should be changed to remove any ambiguity regarding the comingling of the plumes, and it should require that the parties responsible for the Chevron Site participate in any and all investigations and remediation associated with the commingled groundwater plume, including soil vapor that may emanate from it, i.e., Tasks 1 through 6 should read the same in both Orders. Furthermore, CCCSD's sewer leaks have also commingled with both the Chevron Site plume upgradient of the P&K Cleaner Site and commingled with both the Chevron and P&K Cleaner plumes in downgradient areas.

ii) *Many Significant Data Gaps (page 4, item 7, last paragraph):* The RWQCB states that there are several data gaps for the investigation of the Chevron Site with regards to the "vertical and lateral distribution of CVOCs in soil, soil vapor, and groundwater, both on-Site and off-Site." At a minimum, the most important of these data gaps should be identified in the Order and include a) the lack of data regarding CVOCs in soil vapor that may have migrated under the Gregory Village Mall building from releases at Site 2, b) the complete absence of monitoring wells to further assess CVOCs in shallow and deep groundwater from releases on Site 2 on the Gregory Village Mall Property and in the vicinity of Linda Drive, c) an understanding of CVOCs in groundwater and soil vapor in the residential neighborhood areas adjacent to the Chevron Site and upgradient of the P&K Cleaners Site, and d) a requirement that the parties responsible for the Chevron Site participate in the shallow and deep groundwater investigation in the commingled plume area on the Gregory Village Mall Property and in the northern neighborhood.

c) Order Section B, Tasks

i) *Lack of Specific Survey Requirement (page 10, Section B, Task 1):* In Task 1, the RWQCB requires that a sensitive receptors survey and conduit study be conducted but omits this very specific requirement that is included in the P&K

Cleaner Order. Because the RWQCB acknowledges that the Chevron Site plume is commingled with the P&K Cleaner Site plume, the Order for Site 2 should state the same requirements as in the P&K Cleaner Order, which should include the same requirement that "A door-to-door well survey shall be completed in the residential subdivisions to the north and west of the shopping plaza." We also recommend that such a survey be completed by the parties responsible for the Chevron Site in the adjacent residential neighborhood areas and upgradient of the P&K Cleaners Site.

ii) *Lack of Specific Investigation Requirements (page 10, Section B, Task 3):* In Task 2, unlike the P&K Cleaner Order which requires that specific investigations be conducted, the Chevron Order does not identify any specific investigations that must be conducted. A 2011 investigation at the Chevron Site found PCE at 2,500,000 ug/m^3 in soil vapor (VP-1) and the highest detection of PCE in soil (20 mg/kg) was at the deepest depth sampled at the Chevron source (approximately 35 feet bgs at CPT-14) (Exhibit 3.) These data strongly suggest the need to delineate the extent of vapor migration and the impact to deep groundwater, both on and off the Chevron Site. The Chevron Order should specify certain required investigations, including assessment of CVOCs in soil vapor that may have migrated under the Gregory Village Mall building, the installation of monitoring wells to further assess the lateral and vertical extents of CVOCs in shallow and deep groundwater migrating onto the Gregory Village Mall Property and in the vicinity of and downgradient of Linda Drive, and the investigation of shallow and deep groundwater in the commingled plume area on the Gregory Village Mall Property and in the northern neighborhood.

iii) *No Requirement for a Self-Monitoring Program:* Chevron Site releases have significantly impacted groundwater but surprisingly the Chevron Site has no groundwater monitoring wells except for one off-site shallow monitoring well that is located in the wrong place, i.e., so-called "compliance point" well EA-5, which is not located within the path of the CVOC contaminant plume that has migrated from the Chevron Site (Exhibit 4). The Order for Site 2 should require new shallow and deep groundwater monitoring wells that are routinely monitored in accordance with an appropriate Self-Monitoring Program.

3) Comments on Staff Report

a) Report Section III, Substantial Evidence of CVOC Releases from the Former Steel Waste Oil UST and Former Dry Cleaner at Site 2

i) *Extent of Chevron Plume on Gregory Village Mall Not Delineated (page 10, fourth paragraph):* In the Staff Report, the discussion that provides justification for reopening the RWQCB case on the Chevron Site, includes a comment stating that that the groundwater plume from the Chevron Site underlies the eastern part of the shopping center. It is important to point out that the only investigation to date by the parties responsible for the Chevron Site plume on the shopping center property has been on the eastern side of the Gregory Village Mall Property. No investigation of the groundwater plume has been conducted under or on the western side of the mall building, or along the southern side of the building along Doris Drive, even though PCE from the Chevron Site was found at 3,380 micrograms per liter in groundwater on the Mall property a short distance east of the Mall building (sampling location ECP-2 on Exhibit 4). In addition, there has been no investigation by Chevron of soil vapor under the southern end of the Mall building or elsewhere on the southern end of the Gregory Village Mall Property in the areas where the Chevron site plume is known to have migrated onto the Mall property or where likely to have done so.

b) Report Section IV, Basis for Naming Chevron Under The Water Code as a Discharger at Site 2;

i) *Chevron was the Former Landowner Where the Dry Cleaner Operated (page 8).* In addition to the precedent of State Water Board Orders, there are CERCLA precedents to naming Chevron. In this case, Chevron purchased the dry cleaner property and subsequently built a car wash on that property while it owned it. Chevron's activity was not passive. Chevron graded the dry cleaner property, moved soil, dug utility trenches, excavated for footings and poured foundations in the subsurface. [Note that Chevron analyzed groundwater samples for CVOCs as early as 1988 and was thus aware of significant groundwater contamination during most of the period it owned the property.] Chevron moved that soil around the Site. 42 U.S.C §9607(a)(2) states that a responsible party is "any person who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed of." CERCLA defines "disposal" through the Solid Waste Disposal Act. See 42 U.S.C. § 9601(29) and 42 U.S.C. § 6903(3). The definition in its entirety reads: "The term "disposal" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the

environment or be emitted into the air or discharged into any waters, including ground waters." Courts have held that that the movement or spreading of contaminated soil to uncontaminated portions of the property is a disposal under CERCLA. Chevron is thus a responsible party under CERLCA. See *Carson Harbor Village, Ltd. v. Unocal Corp. 270 F.3d 863 (9th Cir. 2001), Kaiser Aluminum v. Catellus Dev. 976 F.2d 1338 (9th Cir. 1993), Tanglewood East Homeowners v. Charles-Thomas, Inc. 849 F.2d 1568 (5th Cir. 1988), PCE Nitrogen Inc. v. Ashley II of Charleston LLC, 714 F3. 161 (4th Cir. 2013).* [Note that CCCSD dug up and replaced the sanitary sewer in Linda Drive adjacent to the Chevron Site apparently in about 1988. CCCSD moved PCE contaminated soil during its excavation and pipe replacement making it a responsible party under CERCLA.]

c) Report Section VI, Central Contra Costa Sanitary District is Not a Discharger

i) *Very Limited Sewer Records When Dry Cleaners Operated (page 12, Section VI, second paragraph):* The Staff Report asserts that the sewer lines in the Gregory Village area are in "good condition." However, there is no basis for such a statement that can be relevant to the time when dry cleaner wastewater discharges were occurring from Sites 1 and 2 because the CCCSD has extremely little information concerning the condition of the sewers or how well they were operated and maintained prior to the mid-1990s, which is a data gap of nearly 50 years from the time the sewers were constructed (Exhibit 5). Given the period of dry cleaner operations at the P&K Cleaners Site (approximately 1964 to 1991) and at the Chevron Site (approximately 1956 to 1986), the claims made by CCCSD regarding the conditions of the sewers since the mid-1990s are irrelevant. (See B. Dickson Declaration - Exhibit D to Firestone letter to Bruce Wolfe, dated 4 August 2014.)

ii) *Evidence of Pollutant Releases and Contributions to Plumes from Sewer Leaks (page 12, Section VI, fifth paragraph extending to top of page 13):* The Staff Report states that there is no direct evidence that leaking sewer lines caused or contributed significantly to groundwater contamination. That is not a true statement. On the contrary, there is abundant evidence that such contamination has occurred and the CCCSD should be required to investigate its contributions to pollutant plumes. Evidence shows that a) under its regulations, CCCSD accepted PCE in its system with a temporal, rather than a concentration limit to the discharge, b) both dry cleaner operations discharged to sanitary sewer lines, and c) local CCCSD sewers had cracks, sags, root intrusions, and joints at which leaks undoubtedly occurred. Further, it is clear

that the local sewer lines were constructed near, at or below the groundwater table (Exhibit 6). Thus, it is no surprise that soil vapor concentrations have been found to increase with sampling depths nearer to the groundwater table.

iii) *Evidence of Pollutant Releases and Contributions to Plumes from Sewer Leaks (page 13, Section VI, at top of page):* Investigation results to date provide evidence of leaks of PCE from sewer lines, with particular attention to the evidence near Manhole M46, the intersection of Shirley Drive and Cynthia Drive, and in Linda Drive (Exhibit 5). As pointed out in the Staff Report (page 4, regarding Groundwater Data), "high groundwater concentrations generally reflect a specific release point/area", and such is the case at manhole M46 where the highest off-site concentration of PCE in groundwater was detected at nearly 2,000 ug/L. Thus, it is inconsistent for Staff to state that high concentrations reflect releases / sources on Sites 1 and 2 but not at the "single data set" at manhole M46, for example (Staff Report at top of page 14).

iv) *Evidence of Pollutant Releases and Contributions to Plumes from Sewer Leaks (page 13, Section VI, at top of page) :* The technical evidence in all available groundwater sampling data and multiple depth soil vapor sampling data shows that there are two contributors to the CVOCs detected in the groundwater and soil vapor plumes in the northern neighborhood area: a) migration of CVOCs in shallow groundwater and b) sewer leaks. In all of our collective past experiences with similar plume conditions at sites overseen by the RWQCB, there is sufficient evidence to name all three parties as dischargers and to task them with the joint responsibility of investigating, remediating, and sharing liability for pollutant plume conditions.

d) Report Section VI.1, No Evidence that the Sewer System Contributed to the Groundwater Plume

i) *Assertion That Sewers Are In Good Condition Is Not Supported by CCCSD's Records (page 13, Section VI.1, second paragraph):* The Staff assertion that the sewer lines have been well maintained and were, by inference, in generally good condition – in the past – is unsupported by CCCSD records because there are no or sparse records regarding sewer maintenance or conditions over a nearly a 30-year period during which dry cleaning operations resulted in wastewater discharges to the sewers. More to the point, the reason the sewers needed to be in "maintained" is that they have been found to have cracks, sags, root intrusions, and joints that leak. Further, these sewers in the 1940s and 1950s were designed and constructed with a tolerance for leaks (Exhibit

5) even before there were cracks or root penetrations. See the Dickson Declaration in Exhibit D to Firestone letter to Bruce Wolfe, dated 4 August 2014.

ii) *Modeling Does Not Confirm the Source of Contaminants in Groundwater (page 13, Section VI.1, third paragraph):* The Staff Report states that the transport modeling conducted by PES Environmental, Inc. on behalf of the CCCSD "adequately demonstrates that the levels and locations of contamination in the environment resulted from the releases of CVOCs directly from past dry cleaning operations and automotive repair businesses, including releases from private sewers laterals, but not directly from the sewage conveyance system owned and operated by the CCCSD."

This conclusion is an over reach. PES used a relatively simple analytical tool that made broad assumptions regarding general soil properties and that does not preclude other possible and more likely explanations for the presence of PCE in groundwater in the northern neighborhood. The calculations by PES were simple groundwater velocity and retarded pollutant migration velocity estimates calculated assuming uniform soil properties and other generalized hydrologic parameters, i.e., a simple plume velocity under these simplified assumptions. Such calculations are typically highly uncertain and are thus capable of only stating in broad ranges information concerning pollutant releases. For example, such assumptions and calculations produce such a broad range of results as to provide vague or meaningless conclusions: e.g., that the pollutant releases happened 5 to 50 years ago or that the plume migrated 100 to 1000 feet in some assumed period. This calculation does nothing to refute that sewer leaks contributed additional amounts of CVOCs to the plume, e.g., the elevated 2,000 ug/L of PCE found near manhole M46. Thus, the explanations for the CVOCs found in shallow groundwater in the northern neighborhood, i.e., that detected concentrations resulted from both 1) leaks of CVOCs from the CCCSD's sewers and 2) the migration of CVOCs from the releases from sites that that had dry cleaning operations and automotive repair businesses, is completely consistent with PES' calculations.

The following comments elaborate on the limitations to this "modeling" approach:

(1) PES's "fate and transport modeling" is actually only a back-of-the-envelope type calculation using an over simplification of Site hydrogeology and stratigraphy that does not reflect the well-documented geologic complexity found at the Site. Actual site data, however, indicate

a significantly heterogeneous subsurface, both vertically and horizontally, with bedded sands, silts and clays that are laterally and vertically complex.

(2) PES calculates a Darcy-equation analytical seepage velocity that treats the entire subsurface from south of Doris Drive to north of Luella Drive as a uniform fine sand. These calculations assume an ideal homogeneous and isotropic porous media and, based on several assumptions and generalizations, provide an average transport velocity for the "center of mass" of an assumed "slug" of dissolved-phase PCE moving in groundwater.

(3) PES calculation appears to assume a slug of dissolved-phase PCE in groundwater noting a "peak concentration" (a rise, followed by decline) moving past monitoring well MW-8 in approximately 2007 or 2008. The PES figure titled "MW-8 VOC/MTBE Concentrations and Groundwater Elevations" is a logarithmic concentration-versus-time plot over the short period of October 2006 to late 2012 of the aqueous concentrations in monitoring well MW-8 of several chemicals in groundwater more than a decade after both dry cleaning operations ceased. PES interprets these limited data to show "the PCE center of mass migrating through it [the well location] in the 2007-2008 timeframe". However, the actual time series plot referenced does not support PES' interpretation, rather it shows a general decline of detected PCE concentrations over the graphed time span. The data are consistent with natural attenuation of dissolved PCE in the groundwater, not a slug of PCE passing through well MW-8.

iii) *CVOC Release from Sewers At or Near Manhole M46 (page 13, Section VI.1, second bullet):* GVP believes that the available data for the manhole M46 area are sufficient for the RWQCB to require the CCCSD to investigate contributions of CVOCs leaked from sewers to the pollutant plume in this area.

(1) The Staff Report points out that the soil gas concentrations near manhole M46 are higher near the water table than at shallow depths and concludes that CVOCs in soil vapor in this area originated from groundwater. However, CVOCs leaked from the sewer to groundwater at or near this location because the sewer and bottom of manhole M46 are located at or below the groundwater table in this area (Exhibits 6 and 7). Leakage of wastewater containing CVOCs from the sewer system in this area would contribute directly to the detected, elevated pollutant concentrations in shallow groundwater and, therefore, the measured CVOC soil vapors are,

at least, in part a consequence of sewer leaks. The potential for CVOCs from a sewer leak entering the groundwater in this area is particularly plausible because wastewaters from both dry cleaners at Site 1 and Site 2 drain directly to manhole M46 (Exhibits 1, 2 and 8).

(2) The Staff concludes that the concentrations of CVOCs in groundwater near manhole M46 are from plumes that have migrated from the P&K Cleaner Site and Chevron Site, dismissing the potential for a separate additional release from the sewer system near manhole M46. As described in prior submittals to the RWQCB (EKI's *Off-Site Property Specific Soil Vapor and Sub-Slab Vapor Investigation Repor*t, dated 19 January 2011 and Exhibit 5), there is a general separation in the specific areas of higher CVOC concentrations in groundwater and soil vapor between the manhole M46 vicinity and upgradient source locations. This separation is evident based on both groundwater data (Exhibit 2) and soil vapor data (Exhibit 8) that is evidence of a separate release / contribution of CVOCs to groundwater and soil vapor near M46.

(3) Regarding the presence of CVOCs detected at the parcels in soil vapor and groundwater between manholes M44 and M46, the Staff Report should also acknowledge migration of CVOCs in soil vapor through sewer pipes and in groundwater from the vicinity of manhole M46 through more permeable backfill associated with the sewer pipe between the two manholes, and hence to downgradient areas under residences.

iv) *CVOC Release from Sewers Near the Intersection of Shirley Drive and Cynthia Drive (page 13, Section VI.1, first bullet):* As previously reported to the RWQCB, investigations in the vicinity of this intersection provide evidence of a release from sewers in this area (EKI's *Off-Site Property Specific Soil Vapor and Sub-Slab Vapor Investigation Repor*t, dated 19 January 2011 and Exhibit 5).

(1) The CCCSD should investigate the occurrence of CVOC releases or migration along permeable backfill material along the sewer, which is nearly flat in this area of Shirley Drive.

(2) The leakage of wastewater containing CVOCs from sewers and the migration of CVOC vapors from sewers is supported by the results of a multi-depth vapor sampling investigation conducted in several locations by GVP. For example, as illustrated on Exhibit 9, soil vapor samples taken on Cynthia Drive in a line perpendicular to the sewer line

demonstrate that the locations of highest vapor concentration are closest to the sewer with diminishing concentrations moving away from the sewer. If the source of the CVOC vapors were only a plume in the groundwater, equivalent CVOC levels would be detected horizontally above the groundwater across the plume. Here, however, the data correlates to a release in the middle of Cynthia Drive and the sewer line located in the middle of Cynthia Drive.

v) *CVOC Release from Sewers in Linda Drive (page 14, Section VI.1, third bullet):* A CCCSD record from 1977 describes the sanitary sewer in Linda Drive as in "very poor shape has lots of cracks" (Exhibit 5 (see Exhibit 23 to that letter)). The dry cleaner and Chevron, both at Site 2, used this sewer line to discharge their waste. The Chevron Site is a site known to have high concentrations of CVOCs in soil, soil vapor, and groundwater due to releases from dry cleaner and auto repair operations, as well as elevated concentrations of PCE and TCE on the far western side of Linda Drive as early as 1988. Groundwater at former monitoring well EA-3 located on the western side of Linda Drive near the sewer, and cross gradient from Site 2, was found to have the highest PCE concentration (5,000 ug/L) of all groundwater samples collected for the early investigations of the Chevron Site (Exhibit 10). The proximity of location EA-3 to the sewer and on the opposite side of the street is evidence that that the sewer leaked waste containing CVOCs. The potential for releases for a sewer line described as having many cracks appears high, and such releases should be investigated by CCCSD and the parties responsible for the Chevron Site. The Staff Report notes the need for investigation of CVOCs in and downgradient of Linda Drive, but the Order for Site 2 fails to specify any such required investigations nor is there any current requirement for CCCSD to do so.

e) Report Section VI.2, No Evidence of the Sewer Operator's Knowledge that the Sewer System is Leaking or Needs Repair

i) *There is Evidence of Sewer leaks Despite Sparse CCCSD Records (page 14, Section VI.2):* The Staff Report states that CCCSD asserts it has no knowledge that its sanitary sewer system leaked significantly in the past. First, with respect to CVOCs, small leaks can create high concentrations of CVOCs in groundwater and extensive plumes. The use of the word "significantly" thus must be called into question. Second, the only arguable evidence to support for this supposed "lack of knowledge" is the lack of records describing the sewer conditions for a period of approximately 50 years, i.e., spanning the years when both dry cleaners discharged wastewater

to this sewer system as noted above. Where CCCSD records are available, there are several instances where cracks, sags, root intrusions, and/or potentially leaky joints have been reported, with some repaired many years after discovery. Gregory Village has provided the RWQCB staff with information that describes several potential sewer leaks that CCCSD should be required to investigate (Exhibit 5 and Firestone letter dated 18 December 2012).

ii) *There is Evidence of Sewer leaks Despite Sparse CCCSD Records (page 14, Section VI.2):* Again, the CCCSD qualification that its knowledge regarding "significant" leaks apparently dismisses leaks it considers insignificant. Given the very low concentration thresholds for CVOCs allowed by the tentative Orders (i.e., drinking water standards and the RWQCB's Environmental Screening Levels), all leaks are potentially significant. The Staff Report points out that there are "many instances were minor leaks in the sewer mains were detected and repaired." It should be noted that not all minor leaks were repaired – tree roots were cleared but the penetration was not repaired. In addition, any repairs would have been made after the leaking condition was discovered, and based on CCCSD records since the mid-1990s, there typically was an interval of a number of years between inspections.

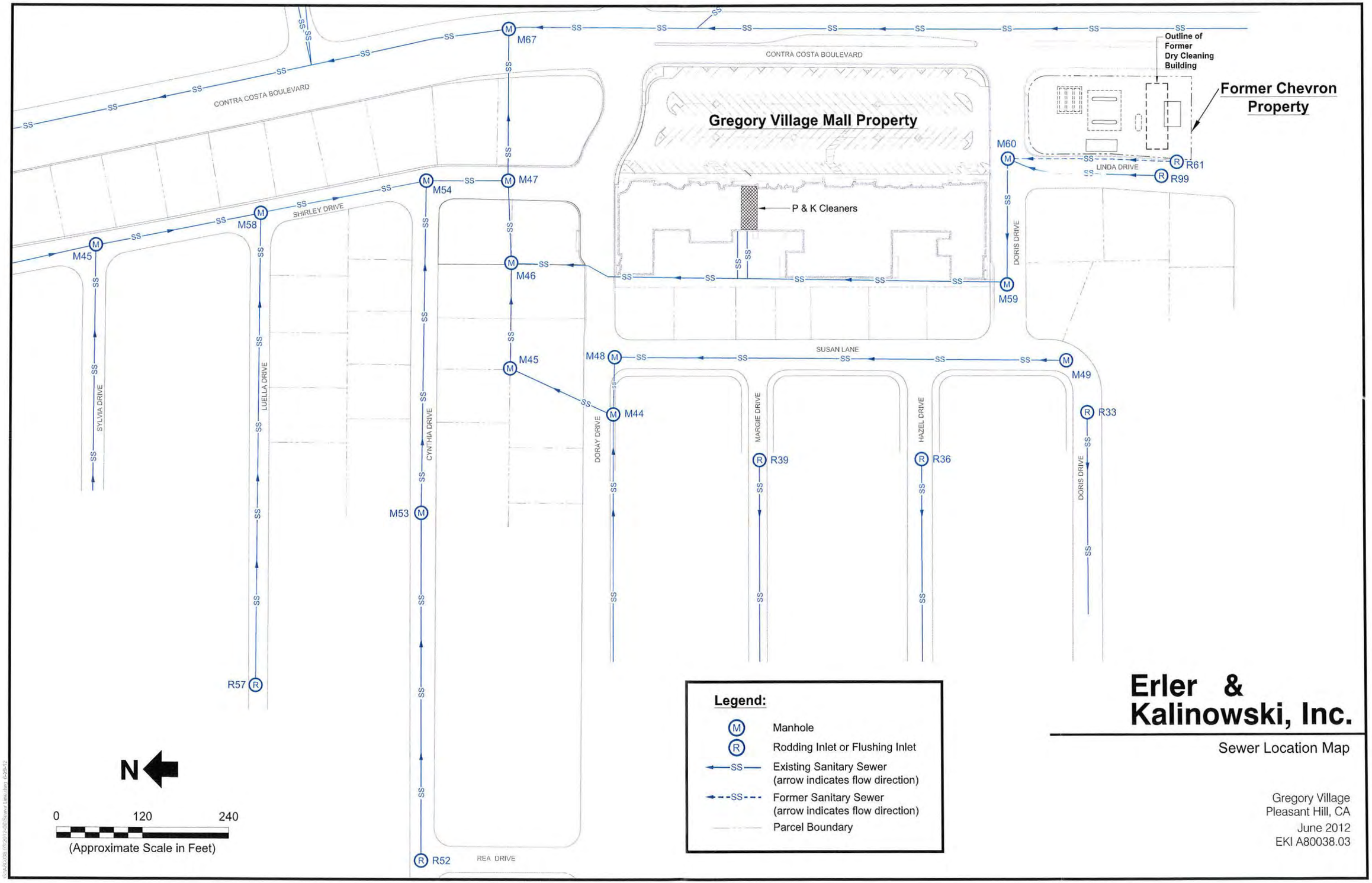
iii) *Lack of Records Does Not Establish That There Were No Leaks (page 15, item V.2):* The Staff Report appears to ignore the significance of the lack of CCCSD records prior to the mid-1990s. The Staff Report responds to two instances that GVP identified as illustrating the poor condition of the sewers (Exhibit 5). As noted in the Izzo Report, sunken or low spots in sewers are locations where PCE leaks from sewer pipes. Instance 1, a sunken spot in the sewer in Shirley Drive at Luella Drive, was repaired in 2003, even though a CCCSD inspection noted the problem in 1994. It thus could have been leaking at that location for more than 9 years! Surprisingly, the Staff Report says this instance suggests reasonable sewer maintenance. Instance 2 is the sewer in Linda Drive next to Chevron site that had many cracks in 1977 as mentioned above. The Staff Report states that the Linda Drive location needs to be investigated, but the RWQCB does not specifically require Chevron or CCCSD to do it.

f) Clarifications and Corrections

i) Groundwater Data (page 4, second paragraph): The January 1989 concentrations of PCE and TCE in groundwater at monitoring well EA-2 were 1,700 micrograms per liter ("ug/L") and 2,900 ug/L, respectively. At the

same time, monitoring well EA-3 located in Linda Drive was sampled and had PCE and TCE in groundwater at 5,000 ug/L and 750 ug/L, respectively.

Exhibit 1



Legend:

- M — Manhole
- R — Rodding Inlet or Flushing Inlet
- SS — Existing Sanitary Sewer (arrow indicates flow direction)
- SS — Former Sanitary Sewer (arrow indicates flow direction)
- Parcel Boundary

Erler & Kalinowski, Inc.

Sewer Location Map

Gregory Village
Pleasant Hill, CA
June 2012
EKI A80038.03

Separate Areas of High PCE Concentrations in Groundwater Indicate Separate Releases

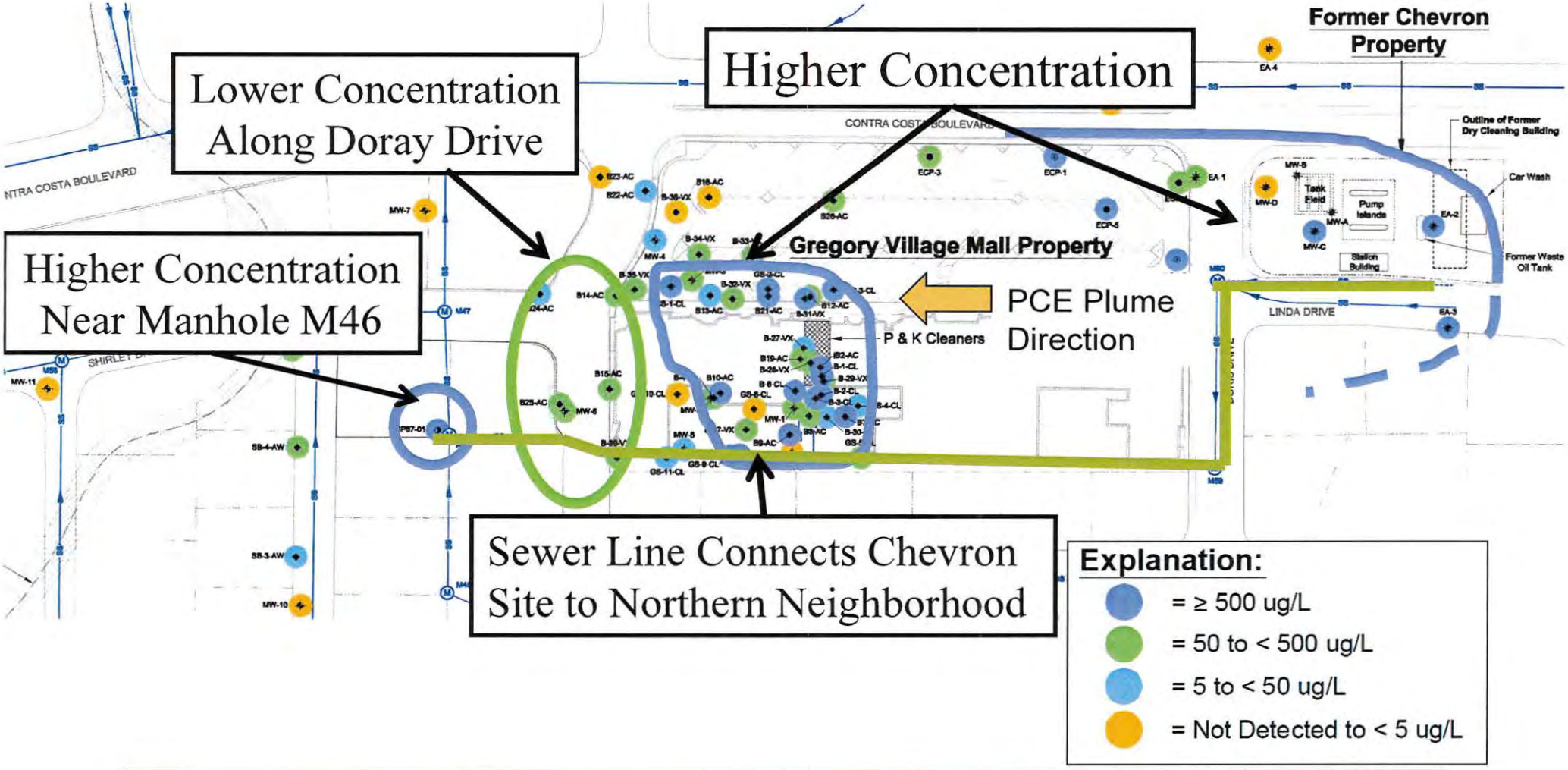


TABLE 2

SOIL ANALYTICAL DATA
CHEVRON SERVICE STATION 96817
1705 CONTRA COSTA BOULEVARD
PLEASANT HILL, CALIFORNIA

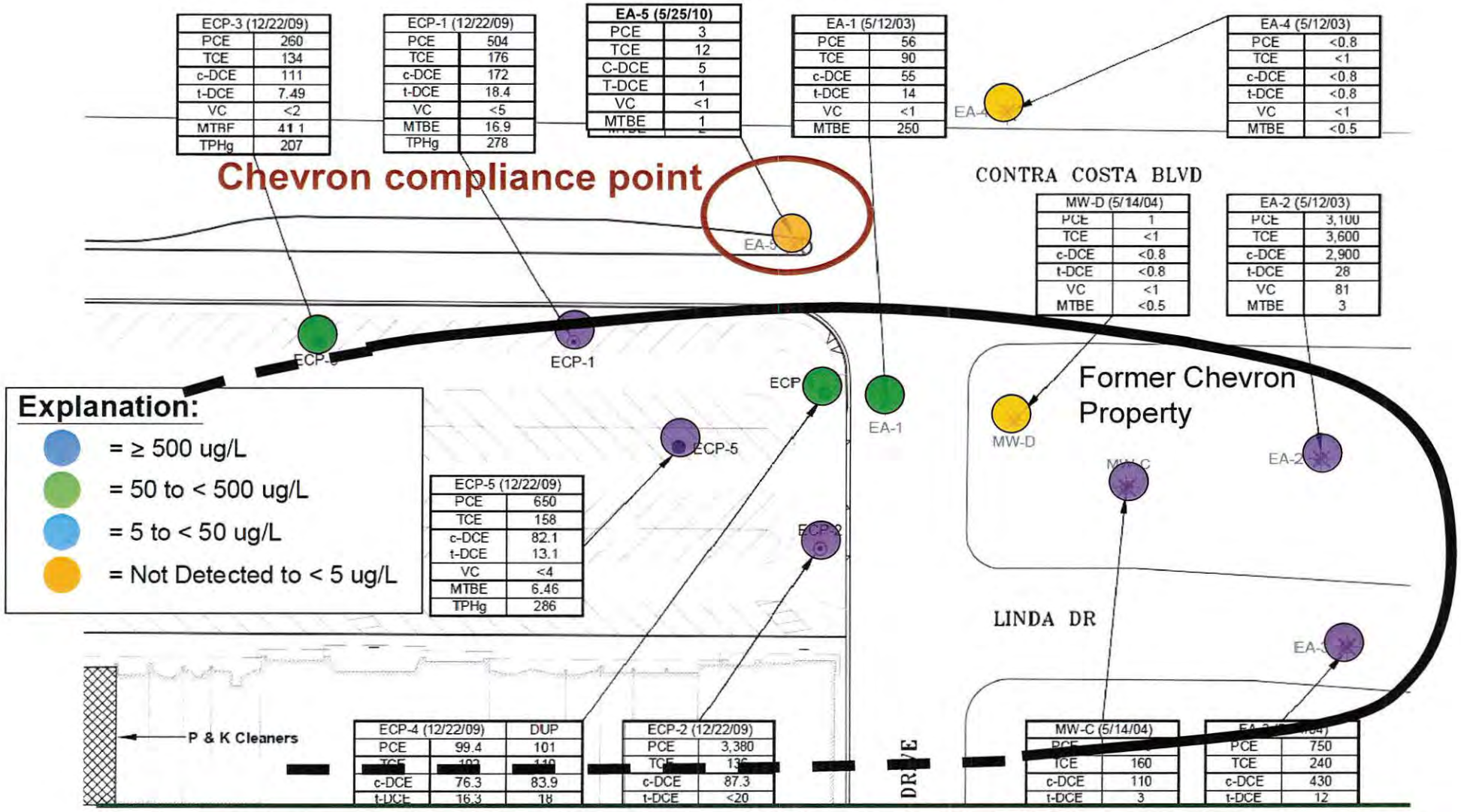
			HYDROCARBONS	*PRIMARY VOCS*											*ADDITIONAL VOCS*									*PAHS*
Location	Date	Depth	*TPH-GRO*	*B*	*T*	*E*	*m&p-Xylenes*	*o-Xylene*	*MTBE by SW8260*	*TBA*	*DIPE*	*ETBE*	*TAME*	*EDB*	*1,1-DCE*	*1,2-DCA*	*CHB*	*CF*	*c-1,2-DCE*	*PCE*	*t-1,2-DCE*	*TCE*	*VC*	*Naphthalene*
	Units	ft	*mg/kg*	*mg/kg*	*mg/kg*	*mg/kg*	*mg/kg*	*mg/kg*	*mg/kg*	*mg/kg*	*mg/kg*	*mg/kg*	*mg/kg*	*mg/kg*	*mg/kg*	*mg/kg*	*mg/kg*	*mg/kg*	*mg/kg*	*mg/kg*	*mg/kg*	*mg/kg*	*mg/kg*	*mg/kg*
CPT-13	12/20/2011	9.5	<1	<0.0005	<0.001	<0.001	<0.001	<0.001	0.0005	<0.020	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	0.18	0.34	0.009	0.21	<0.001	<0.001
CPT-13	12/20/2011	20	<1	<0.0005	<0.001	<0.001	<0.001	<0.001	<0.0005	<0.019	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	0.004	<0.001	<0.001	0.002	<0.001	<0.001
CPT-13	12/20/2011	29.5	<1	<0.0005	<0.0009	<0.0009	<0.0009	<0.0009	<0.0005	<0.019	<0.0009	<0.0009	<0.0009	<0.0009	<0.0009	<0.0009	<0.0009	<0.0009	0.004	0.002	<0.0009	0.002	<0.0009	<0.0009
CPT-14	12/19/2011	10	7.5	<0.024	<0.048	<0.048	<0.048	<0.048	<0.024	<0.96	<0.048	<0.048	<0.048	<0.048	<0.048	<0.048	<0.048	<0.048	0.24	19	<0.048	0.27	<0.048	<0.048
CPT-14	12/19/2011	20	<1	<0.0005	<0.001	<0.001	<0.001	<0.001	<0.0005	<0.019	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	0.001	0.014	<0.001	<0.001	<0.001	<0.001
CPT-14	12/19/2011	34.5	6.2	<0.023	<0.047	<0.047	<0.047	<0.047	<0.023	<0.94	<0.047	<0.047	<0.047	<0.047	<0.047	<0.047	<0.047	<0.047	<0.047	20	<0.047	0.085	<0.047	<0.047
CPT-15	12/16/2011	10	44	<0.025	<0.050	<0.050	<0.050	<0.050	<0.025	<0.99	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	<0.050	0.090
CPT-15	12/16/2011	19.5	<10	<0.0005	<0.001	<0.001	<0.001	<0.001	<0.0005	<0.020	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001
CPT-15	12/16/2011	34.5	<1	<0.0005	<0.001	<0.001	<0.001	<0.001	<0.0005	<0.020	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	0.002	0.009	<0.001	0.004	<0.001	<0.001
CPT-16	12/19/2011	12	390	0.23	<0.047	0.39	<0.047	<0.047	<0.024	<0.95	<0.047	<0.047	<0.047	<0.047	<0.047	<0.047	<0.047	<0.047	<0.047	0.46	<0.047	<0.047	<0.047	4.2
CPT-16	12/19/2011	20.5	<1	0.001	<0.0009	<0.0009	<0.0009	<0.0009	<0.0005	<0.019	<0.0009	<0.0009	<0.0009	<0.0009	<0.0009	<0.0009	<0.0009	<0.0009	<0.0009	0.069	<0.0009	0.005	<0.0009	<0.0009
CPT-16	12/19/2011	34.5	<0.9	<0.0005	<0.001	<0.001	<0.001	<0.001	<0.0005	<0.019	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	0.001	0.15	<0.001	0.042	<0.001	<0.001

TABLE 4

SOIL VAPOR ANALYTICAL DATA
CHEVRON SERVICE STATION 96817
1705 CONTRA COSTA BOULEVARD
PLEASANT HILL, CALIFORNIA

		HYDROCARBONS	*PRIMARY VOCS*						*VOCS*													
Location	Date	*TPH-GRO*	*B*	*T*	*E*	*m&p-Xylenes*	*o-Xylene*	*MTBE*	*EDB*	*1,1-DCE*	*1,2-DCA*	*CHB*	*CF*	*C-1,2-DCE*	*PCE*	*T-1,2-DCE*	*TCE*	*VC*	*Naphthalene*	*Ethanol*	*1,1,1-Trichloroethane*	*1,1,2,2-Tetrachloroethane*
	Units	*ug/m3*	*ug/m3*	*ug/m3*	*ug/m3*	*ug/m3*	*ug/m3*	*ug/m3*	*ug/m3*	*ug/m3*	*ug/m3*	*ug/m3*	*ug/m3*	*ug/m3*	*ug/m3*	*ug/m3*	*ug/m3*	*ug/m3*	*ug/m3*	*ug/m3*	*ug/m3*	*ug/m3*	*ug/m3*
VP-1	12/13/2011	<420,000	<6,500	<7,700	<8,800	<8,800	<8,800	<7,300	<16,000	<8,100	<8,200	<9,400	<9,900	410,000	2,500,000	19,000	2,100,000	<5,200	<43,000	<15,000	<11,000	<14,000
VP-1-DUP	12/13/2011	<320,000	<5,000	<5,800	<6,700	<6,700	<6,700	<5,600	<12,000	<6,100	<6,300	<7,100	<7,600	350,000	2,200,000	10,000	1,900,000	<4,000	<32,000	<12,000	<8,400	<11,000
VP-2_5	12/13/2011	23,000	<2.7	7.0	<3.7	6.7	14	<3.1	<6.6	<3.4	<3.5	7.2	22	<3.4	<5.8	<3.4	<4.6	<2.2	<18	<6.5	<4.7	<5.9
VP-2_7.5	12/13/2011	20,000	4.9	33	4.0	5.9	24	<2.9	<6.2	<3.2	<3.2	25	31	<3.2	21	<3.2	16	<2.0	<17	<6.1	<4.4	<5.5
VP-3_5	12/13/2011	<1,200	<19	<23	<26	<26	<26	<22	<47	<24	<25	<28	<30	<24	14,000	<24	850	<16	<130	<46	<33	<42
VP-3_7.5	12/13/2011	<4,200	<66	<78	<89	<89	<89	<74	<160	<82	<83	<95	<100	<82	53,000	<82	2,200	<53	<430	<160	<110	<140

Chevron Compliance Point and Only Well is NOT in the Chevron Plume



Note: Except at the Chevron compliance point (existing well EA-5), the color dots are one time grab sample locations or wells that have been destroyed by Chevron.

Exhibit 5

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July 3, 2012

Mr. Bruce Wolfe, Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612

Subject: Central Contra Costa Sanitary District Sanitary Sewer
In Vicinity of 1601-1699 Contra Costa Boulevard
Pleasant Hill, California
Regional Board File No. 07S0132

Dear Mr. Wolfe:

This letter is in response to California Regional Water Quality Control Board, San Francisco Bay Region's ("RWQCB") decision not to issue a Water Code Sec. 13267 letter ("13267 letter") to the Central Contra Costa Sanitary District ("CCCSD") that would request a report regarding the release(s) of hazardous materials from CCCSD's sanitary sewer system in the vicinity of the Gregory Village Mall ("GV Mall") in Pleasant Hill, California ("Site"). Further, should the RWQCB determine that it will issue a Cleanup and Abatement Order ("CAO") for the Site, this letter serves to provide information to support the naming of CCCSD to such a CAO.

It is Gregory Village Partners, L.P.'s ("GVP") understanding that the RWQCB's determination not to issue a 13267 letter was based on discussions with individuals in the Central Valley Regional Water Quality Control Board, Sacramento Office ("Central Valley Board") and information presented by CCCSD to RWQCB staff on March 28, 2011. In what the RWQCB staff reported to us about its discussions with the Central Valley Board, we understand that staff learned that, from the Central Valley Board's perspective, unless a sewer district's behavior is egregious or there is willful misconduct, a sewer district should not be deemed to be a discharger for releases of hazardous materials from its sewer system under the Porter-Cologne Water Quality Control Act, Water Code Secs. 13000, et seq. ("Porter-Cologne"). Based on those conversations with the Central Valley Board and the information provided by CCCSD, the RWQCB decided not to issue a 13267 letter to CCCSD.

However, if what we understood the RWQCB staff's report to us is true, the Central Valley Board's unwritten policy is contrary to law and is in conflict with one of its own issued orders. Additionally, as a result of GVP's research, GVP has learned that CCCSD's representatives made statements to RWQCB staff in its meeting with the staff that were either false, incomplete or misleading concerning whether and when it prohibited tetrachlorethene ("PCE") discharge to its sewers. Further, CCCSD omitted a considerable amount of unfavorable information concerning the construction, operation and maintenance of its sanitary sewer system near the Site. Consequently, GVP requests that the Regional Board reconsider its position.

As discussed in more detail below:

1. Porter-Cologne provides for strict liability for dischargers, and there is no legal basis for treating CCCSD differently from any other discharger regarding the standard required to hold it as a "discharger";

2. Based on the materials provided by CCCSD pursuant to a Public Records Act request, CCCSD regulations appeared to specifically allow the discharge of PCE from dry cleaners into the sewer system until apparently 2007 and apparently continue to allow such discharges from other sources today;

3. CCCSD's specifications for sewer construction by their very nature allowed/permitted the significant discharge of materials* from the sewer into the subsurface (including groundwater);

4. According to CCCSD's own records, the sewers were maintained (or improperly maintained) such that there were various failures of the sewers in the vicinity of the Site; and

5. Groundwater and soil vapor testing results clearly show chlorinated hydrocarbons was released into the waters of the state from the sewer system consistent with findings regarding CCCSD's construction specifications and maintenance procedures.

This letter is based primarily on documents produced by CCCSD as a result of a California Public Records Act request made by GVP, a copy of which is attached for your convenience as Exhibit 1. In all likelihood there is more information that would support GVP's position in that (a) there are likely relevant documents in CCCSD files that CCCSD was not required to produce in order to comply with a Public Records Act request; (b) information needed to interpret the documents (such as the meaning of abbreviations and codes) was not provided; (c) a considerable amount of the information is not legible due to age of documents and copying constraints; and (c) few inspection or maintenance records prior to the mid-1990s were made available.

Strict Liability Under Porter-Cologne

Porter-Cologne states that "any person who has discharged or discharges waste into the waters of the state in violation of any waste discharge requirements or other order or prohibition issued by a regional board or the state board, or who has caused or permitted, causes or permits, or threatens to cause or permit any waste to be discharged or deposited where it is, or probably will be, discharged into the waters of the state," is responsible for the investigation, clean up and abatement of same.[i] The statute expressly includes "districts" in the definition of person, making it clear that the legislature fully intended these semi-governmental agencies to be held to the requirements of the statute.[ii]

CCCSD is a discharger because it operated, and continues to operate, a sewer system that leaks sewage and its constituents into the subsurface as discussed in more detail below. Further, CCCSD knowingly accepted, and continues to accept, hazardous substances, such as PCE, into its sewer system[iii] and permitted those substances to leak into the waters of the state from its pipes. In fact, while CCCSD banned PCE discharges from dry cleaners in 2007, it apparently continues to accept such discharges of chlorinated hydrocarbons from other operations.[iv] Finally, CCCSD is a discharger merely because it owns the sewers, whether or not its actions caused the discharge. State Water Resources Control Board ("SWRCB") and RWQCB orders have long stated that owners of property from which a discharge has

* Trichloroethene (TCE) has also been detected at various concentrations in the vicinity of the Site. The source of TCE is either the result of PCE degradation or TCE that has been discharged into the environment/sanitary sewers by TCE users or a combination of both. TCE and PCE are both chlorinated hydrocarbons and behave similarly in sewers and the environment.

occurred are dischargers because they owned the property during and after the time of the activity that resulted in the discharge, had knowledge of the discharge or the activities that caused the discharge, and had the legal ability to prevent the discharge.[v]

While the Central Valley Board appears to have an unwritten policy that it will not hold a sewer district liable as a discharger chlorinated hydrocarbon wastes unless there has been egregious behavior or willful misconduct, which the RWQCB appears to be adopting, there is no legal basis for treating CCCSD any differently than any other potential discharger. Such a policy contradicts express provisions of the Water Code and its application likely violates provisions of California administrative law as well. It is, however, of interest to note that the CAO in which the Central Valley Board found the City of Lodi to be a discharger does not require egregious behavior or willful misconduct.[†] Of additional note is that, even if there were a legal basis for the Central Valley Board's unwritten policy, an examination of the facts surrounding CCCSD's sewer system near the Site, as discussed in more detail below, establishes that CCCSD's behavior was both egregious and willful in allowing releases of dry cleaning waste from the sewer system.

Based on current law, (a) given CCCSD's active operation of the sewers, (b) its ability to have prevented the discharges, (c) it's ability to investigate and remediate the releases from the sewers, and (d) its control over the sewer system, the RWQCB should conclude that CCCSD is a discharger.[vi] Further, CCCSD: (a) knowingly accepted PCE into its system from dry cleaners until 2007, (b) constructed a sewer system that allowed for significant exfiltration of liquids (and release of gasses), (c) failed to repair significant known leaks, and (d) knowingly permitted PCE and other chlorinated hydrocarbons to leak from its sewers into

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[†] *In re City of Lodi*, CAO No. R5-2004-0043. According to the CAO, the City of Lodi owned and operated the City's sanitary sewer system. A portion of the sewer line ran into an alleyway and received PCE waste from a dry cleaner and printer. Groundwater near the sewer contained PCE and its degradation products in excess of water quality objectives. In addition, soil in the vicinity of the sewer line contained PCE that threatened groundwater quality. PCE vapor intrusion to indoor air was documented in two buildings and threatened in others. The City of Lodi was named a discharger. The CAO states as follows:

> 2. The City of Lodi is the owner and operator of Lodi sanitary sewer system, of which the alleyway sewer line is a part. The City of Lodi operates its sanitary sewer system pursuant to an NPDES permit, # CA0079243, issued by the Regional Board. The City of Lodi is subject to this Order because as owner and operator of a waste disposal conveyance system the City has caused or permitted waste to be discharged to waters of the state where it has created and threatens to create a condition of pollution or nuisance. The City has had actual or constructive (legally presumed) knowledge of discharges from its sewers, and the ability to prevent further sewer discharges, since at least 1992.
>
> 12. Regional Board staff also requested that the City of Lodi repair the leaking, sagging sewer line in the area of the pure phase liquid PCE release in the Central Plume pollution source area. Although PCE is not currently being discharged into the sewer in this area, the repair was necessary to prevent sewer leakage from causing further migration of PCE already present in the soil. In response to the Regional Board staff's request, the City recently slipped-lined that section of the sewer.

Nowhere in the CAO is there a provision that states that the City of Lodi is being named because its behavior is in any way egregious or there is willful misconduct. Rather, the CAO simply states:

> 23. Based on the facts stated herein and the evidence referenced in the Staff Report, including the Exhibits attached to the Staff Report, the testimony presented at the hearing, and the technical reports submitted with regard to investigation of the sites subject to this Order, the Regional Board finds that City of Lodi... [has] caused or permitted, or [is] causing or permitting, waste, i.e., PCE, to be discharged or deposited where it is, or probably will be, discharged into the waters of the state, specifically the groundwater beneath the central area of the City of Lodi, and [has] created, or threaten to create, a condition of pollution or nuisance, as provided in Water Code Section 13304.

The fact pattern involving CCCSD at the Site is almost identical to the fact pattern involving the City of Lodi. Under California law, it is only necessary to establish that there has been a discharge and that the entity is a discharger; the behavior of the party is neither relevant nor appropriate for a Regional Board to consider in determining a party's status as a discharger.

the environment. Thus, even if the RWQCB were to follow this misguided unwritten policy of the Central Valley Board, CCCSD would still qualify as a discharger.

CCCSD Regulations Expressly Allowed for the Discharge of PCE Until 2007

In its slide presentation on March 28, 2011, CCCSD representatives informed the RWQCB that "CCCSD has excellent source control program – PCE discharge prohibited" (slide 2); "Adopted ordinance in 1963 prohibiting discharge of harmful substances into the sewer system (e.g. PCE); Further strengthened ordinance in 1974 to address specific pollutants including chlorinated hydrocarbons; Ordinance revisions in 1981 and 1991 to further prohibit discharges such as PCE and TCE into sewers" (slide 8); and "CCCSD acted prudently and has a strong history of: Source control prohibitions, Pollution prevention programs, Excellent sewer maintenance" (slide 21). These statements are false, incomplete or misleading.

At all times during the operation of the dry cleaners at the GV Mall (i.e., until 1992), CCCSD did not prohibit the discharge of PCE from dry cleaners to its sewers. Based on the records provided by CCCSD, it apparently did not put such a prohibition in place until 2007. CCCSD quoted general provisions of its code to the RWQCB in its March 28, 2011 Power Point presentation and ignored specific provisions of its regulations that expressly allowed for the discharge chlorinated hydrocarbons into the sewer. Under rules of statutory construction, all language in a statute must be given meaning and should be read whenever possible so as not to create a conflict between the provisions. The only way to interpret the CCCSD code under this rule is that chlorinated hydrocarbons, in general, and PCE specifically, did not fall within the definitions of prohibited substances prior to 2007. A more detailed discussion of specific regulations follows.

From the 1950s through 2007, CCCSD ordinances are either silent on the issue of PCE discharges or expressly allow anyone, including dry cleaners, to discharge PCE into the sewers.[vii] GVP does not have a copy of the 1963 ordinance referenced in the Power Point materials (slide 8) from CCCSD's presentation to the RWQCB. The 1974 ordinance referenced in those materials, contrary to the assertion of the CCCSD, expressly allows the discharge of chlorinated hydrocarbons within certain concentrations.[viii] The 1981 and 1991 ordinances also provide for and permit the discharge of chlorinated hydrocarbons in general and PCE specifically.[ix] It appears that CCCSD did not prohibit the discharge of PCE from dry cleaners to its sewers until 2007 and it appears that CCCSD continues to permit the discharge of PCE from other sources.[x] (Copies of the ordinances referenced in this paragraph and elsewhere in this letter are provided for the RWQCB's convenience as Exhibit 2.)

In addition, CCCSD itself interpreted its regulations to allow for the discharge of PCE into the sewer. Evidence of this includes a letter sent to all dry cleaners in June 1992 that notifies the dry cleaners of the establishment of a PCE discharge limit of 0.5 parts per million (ppm). Interestingly, CCCSD also notes, "[a] recent study[xi] of groundwater and soil contamination in the Central Valley has shown that perchlorethylene exfiltration from sewer lines may cause contamination of the soil and groundwater." (A copy of this letter and applicable portions of the study ("Izzo Report") are attached for your convenience as Exhibits 3 and 4, respectively.) Thus, in direct contradiction to the statements it made to the RWQCB, CCCSD allowed the discharge of PCE to its sewers, even after it was well aware that sanitary sewers were an important source of PCE detected in the environment.

Finally, additional evidence that the CCCSD allowed discharge of PCE into its sewers can be found in the Annual CCCSD Pretreatment Program Reports (copies of which will be provided upon request) which indicate that the CCCSD knew of, tested for, and consistently found measurable PCE concentrations in influent and/or effluent sampling from 1986 to 2010[xii] (excluding only 2005).

CCCSD Knowingly Built a Leaking Sewer System

CCCSD plans show that the sanitary sewers in the vicinity of the GV Mall were constructed by the 1950s. A Plan of Sanitary Sewers for the Gregory Gardens residential development located adjacent to the GV Mall is dated 1949 and notes that 1) sewers will be clay pipe as specified by the Contra Costa County Sanitation District and 2) all work to be done to Central Contra Costa Sanitary District Specifications (Exhibit 5). Also, a 1950 Plan and Profile of Sanitary Sewer shows the sewer extending from Linda Drive, through Doris Drive and the alley behind the GV Mall to manhole M46 (Exhibit 6). See Exhibit 7 for a map showing locations of streets, manholes ("M"), and rodding inlets ("R") referred to in this letter.

Sewer Specifications, which are undated but appear to be from the early 1950's or earlier, expressly provide for an exfiltration tolerance of 1400 gallons per inch of diameter for the length of the sewer in miles per day (Exhibit 8). The sewer line serving the Linda Drive area through the GV Mall to the northern neighborhood (i.e., R61 to M60 to M59 to M46) is 8-inches in diameter (Exhibit 6). The sewer down pipe of M46 to M67 in Contra Costa Boulevard is 15-inches in diameter. The sewer from M44 to M46 to M47 to M67 is 15-inches in diameter and was in existence in 1949 (Exhibit 5). Applying the specifications to these sewer lines, up to two gallons per day per foot of 8-inch diameter pipe and nearly four gallons per day per foot of 15-inch diameter pipe are allowed to exfiltrate into the subsurface. Subsequent specifications in 1956 (Exhibit 9) and 1959 (Exhibit 10) also expressly allow exfiltration. Later specifications do not provide allowed exfiltration amounts but discuss infiltration allowances and allowable air leaks during testing of up to one pound per square inch during a two minute test period – meaning that, by permitting leakage, the system design requirements still allow exfiltration. Based on these regulations, CCCSD intentionally and knowingly built a sewer system that leaked.

Some sewer pipes appear to have been constructed relatively flat, which increases the potential for the accumulation of waste material as well as leakage and/or back-flow through the pipes. The 8-inch diameter sewer from M58 to M47 in Shirley Drive is shown by plan (Exhibit 11) to have a slope of 0.003 feet/foot (0.3%) and the 8-inch diameter sewer behind GV Mall is shown by plan (Exhibit 6) to be at a slope of 0.005 feet/foot (0.5%); both are less than the current CCCSD recommendation of 0.0077 feet/foot (0.77%) (Exhibit 12).

Additionally, the early Sewer Specifications require all pipes for sewers, wye branches, drop connections and flushing inlets to be "un-glazed vitrified clay sewer pipe (Exhibit 8, 9, and 10)." Bituminous (i.e., asphalt) joint compound was used and gaskets were specified as jute or oakum (Exhibit 8, 9 and 10). The Izzo Report found that PCE was released from sewer pipes including intact pipes, stating "Work done by the City of Merced shows that intact sewer lines can and have discharged PCE to the soil" (Izzo, p. 11). The Izzo Report further states: "In this method, PCE volatilizes inside the pipe and moves as a gas through the sewer pipe wall...The piping material is not designed to contain gas" (Izzo, p. 20). The Izzo Report comments: "Sewer pipe is not impermeable to water or PCE" (Izzo, p. 19). Thus, sewer pipes allow PCE vapor to be transported anywhere along their length where it (and wastewater) can migrate from the pipe into the environment.

In addition, the Izzo Report found that older pipe joints and other connections are one of the five likely methods by which PCE can penetrate the sewer line: "At pipe joints and other connections, PCE can move out of the sewer as liquid or gas. Also, as the pipes shift after installation, they could separate at the joints, allowing PCE to discharge even more easily to the vadose zone. Current gasket technology and reduction in leakage factors of pipes by the industry has reduced discharges at this point. But most commercial and retail districts in the cities of the Central Valley have pipes that predate this technology." (Izzo, p. 19). Also the Izzo Report states "Sewer pipes are brittle, so when the line bends, fractures are

likely to occur, increasing the leakage of the pipe. Since PCE is heavier than water (1.63 times the weight of water at 20°C), it tends to collect in these low spots and then flow through the pipe fractures into the vadose zone" (Izzo, p. 19). The potential for leakage is increased where there are low spots in sewer pipes and PCE collects in the low spots (Izzo, p. 19).

CCCSD Operated a Failing Sewer System and Failed to Inspect and/or Maintain the Sewer System in an Appropriate Manner

From the perspective of strict liability for a discharge (as specified by the Water Code), the question of whether a) the sewer system simply failed or b) the failure was due to poor maintenance, are not relevant. But given the RWQCB's reliance on an unwritten policy respecting a sewer district's behavior, CCCSD's records provide evidence that it knowingly operated a failing, leaking sewer system and failed to maintain it properly. Note that this information is based on the limited files that CCCSD provided in response to a Public Records Act request. That request sought records, specifically including maintenance records, from the beginning of CCCSD operations. However, in its response, CCCSD provided sparse information concerning maintenance in early operational timeframes even though the sewers in the area were constructed in the late 1940s and early 1950s. Thus, despite the positive representations of CCCSD in its meeting with RWQCB staff, GVP has little information concerning how well or how poorly the system operated or how well or how poorly CCCSD inspected and maintained the system near the Site prior to the mid-1990s – a gap in history of close to fifty years.

The following information establishes that the sewer system near the Site was not only failing and leaking, but that CCCSD failed to maintain or repair it in a timely fashion. The locations of the sanitary sewer sections discussed below are displayed on Exhibit 7. Copies of the referenced materials are attached, except where noted.

Louella Drive (between R57 and M58; see Exhibit 13)

- A Collection System Operations ("CSO") Maintenance Report for the time period from 1994 through February 2011 for pipes in Louella Drive reflects significant gaps in maintenance including no inspections between February 1995 and October of 1997 and October of 1997 and February of 2003.
- A CSO Work Order reflects knowledge of root intrusion caused by cracked pipes in Shirley Drive ten feet upstream of M58 on October 28, 1997, with the work to repair the cracked pipes not completed until May 22, 2003, over 5½ years from the initial discovery.
- A January 25, 2007 CCTV inspection also reports root penetrations at 19 locations along this sewer.

Shirley Drive (between M45 and M58; see Exhibit 14)

- January 19, 1979 CCCSD inspection notes identify a sunken spot in Shirley Drive at Luella Drive.
- A CCCSD TV Inspection report from 1994 identifies locations with cracks and roots and a low section.

Shirley Drive (between M54 and M58; see Exhibit 15)

- The CSO Maintenance Report for 1985 through 2011 for the pipe on Shirley Drive between Cynthia Drive and Luella Drive reports a trench failure, cracks, and sunken area in 1994 as well as a crack in 1997.

- A CCTV Pipeline Inspection Report performed on December 12, 2006 states that the pipe in Shirley Drive between Luella and Cynthia Drives sags from position 3 to 191.1 and that the camera was underwater from position 8.4 to 191.1.
- An open joint and cracked pipes were discovered in this area and farther north on Shirley Drive in January 13, 1994 along with roots but the CCCSD report remarks "not urgent repairs." Another TV Inspection Daily Work Report of cracks and a "dropped joint" is dated October 10, 1997 and appears to be at the same locations as noted in 1994. The cracks in existence in 1994 do not appear to have been fixed until May 22, 2003, over 9 years after the discovery.

Shirley Drive (between M47 and M54; see Exhibit 16)

- The CSO Maintenance Report establishes that this sewer has required increasingly frequent maintenance by hydroflushing; from once each 4 years from 1994 to 2002, to once each year from 2002 to 2008, then once each 6 months from 2008 to 2010.

Shirley Drive to Contra Costa Drive (between M47 and M67; see Exhibit 17)

- The CSO Maintenance Report identifies only two maintenance events for this sewer, in 1998 and 2006.
- An inspection video for December 19, 2006 shows root penetration at 97 ft from M47.

Cynthia Drive (between R52 and M53; see Exhibit 18)

- CCTV pipeline inspections of the sewer were conducted on March 22, 2004, January 27, 2005, and January 23, 2007 that identified root penetrations into the sewer and an offset joint. No report of sewer repair was received.
- Multiple logs reference sunken trench areas as a result of deteriorating sewer pipes in this area. An April 1, 2005 report indicates that soil was excavated and recompacted but there is no indication of sewer pipe repair.

Cynthia Drive (between M53 and M54; see Exhibit 19)

- The CSO Maintenance Report from 1994 through 2011 indicates no maintenance between August 23, 1996 and March 22, 2004. Additionally, "sunken areas" related to problems with the sewer pipe are recorded on July 23, 1996, March 22, 2004, April 26, 2006, October 13, 2006, and February 23, 2007.
- CCTV Pipeline Inspection Reports indicate separated joint and/or root intrusions on January 27, 2005 and January 23, 2007.
- An inspection on March 22, 2004 indicated sunken trenches all over the street.
- Multiple repairs along this line have occurred including on or about April 26, 2006, March 7, 2007, April 1, 2008, and February 25, 2008. These repairs appear limited to excavation and recompaction of soil, no repair to the pipeline is identified.

Sewer between Doray Drive and Cynthia Drive near Shirley Drive (M44 to M45 to M46 to M47)

- No inspection, maintenance or repair records prior to 2006 were provided by the CCCSD for these sections of pipe.

Doray Drive (between M44 and M48; see Exhibit 20)

- A February 15, 2006 CCTV inspection report found a hole in the sewer pipe. The report states ""Hole in Pipe" was found around the manhole ring. It was not found in the previous inspection (see below). Therefore, this is not a potential source of contamination." The prior inspection referred to was conducted on May 27, 2005.

Alley Parallel to Susan Lane (between M59 and M46; see Exhibit 21)

- There is a May 3, 2000 CCCSD TV inspection report that states: "pipe out at bend," referring to the bend in the sewer pipe at the south edge of Doray Drive (558 feet down pipe from M59).
- This report also identifies infiltration, roots and/or cracks at four other locations, at 122, 132, 401, and 406 feet down pipe (north) from M59. There is no record for repair of these sections of the pipe.
- Also on May 3, 2000, a CCCSD TV inspection was conducted from M46 south to Doray Drive where a bend in the sewer alignment prevented the inspection from including the pipe under Doray Drive. The inspection report states that at the north edge of Doray Drive (106 feet south of M46) there is a "severe bend and cracks." In addition, the report says that an 11 feet long section of pipe with cracks is located 83 to 94 feet south of M46. There is no record that this cracked pipe was repaired.
- A May 9, 2000 notation on a CCCSD Work Order states that a repair was completed in Doray Drive, on the south side of the street.
- A December 18, 2006 CCTV Pipeline Inspection Report identifies that a "sag begins" at 416 feet from M59. In addition, the video from this inspection shows that a change in pipe material (from vitrified clay to galvanized iron) begins at about 77 feet south of M46 and extends to at least Doray Drive where the video stops due to a bend in the pipe. The change in pipe material suggests that a repair of the sewer pipe was needed and completed, extending approximately 30 feet north of Doray Drive.

Doris Drive (between M59 and M60; see Exhibit 22)

- The CSO Maintenance Report from 1994 to 2010 indicates no maintenance from May 1994 to July 2004. Additionally, an almost three and half year gap exists between February 2005 and July 2008.
- A December 11, 2006 report indicates a sag in this line and that the line is partially under water.

Linda Drive (between M60 and R99/R61; see Exhibit 23)

- The CSO Maintenance Report provided for this area consists solely of the 2004 to 2009 time period.
- A March 10, 1977 Daily Maintenance Report describes the condition of the sewer main in Linda Drive during the installation of a tee connection. The line at the tee connection located "153' up from M.H. at Linda Dr and Doris Dr" is described as "in very poor shape has lots of cracks."
- The CSO Maintenance Report states that the main was replaced in on April 9, 2004. However, the CCCSD also prepared a Sewer Relocation plan, dated March 3, 1988, that has a Record Drawing date of September 12, 2008, more than 20 years later. It is not clear based on the available information whether sewer replacement work was implemented when planned in 1988 or not until much later in 2004, or if there was a need to replace the sewer in both 1988 and 2004.
- A December 12, 2006 CCTV inspection video and a September 2, 2008 CCTV inspection report provide somewhat different results. The 2006 video indicates a sag of approximately 120 feet in this line. The 2008 report does not mention a sag.

Groundwater and Soil Vapor Data Shows Sewers Leaked

Groundwater and soil vapor investigations conducted by GVP identify at least three suspected sewer leakage locations that have resulted in chlorinated hydrocarbon releases and detections in the subsurface. A summary of environmental sampling data that implicates the sewers as a source of chlorinated hydrocarbons to the subsurface follows.

Apparent Source Area Near the Intersection of Shirley Drive and Cynthia Drive

A discussion of this leak area is provided in Section 4.1 of Erler & Kalinowski, Inc.'s ("EKI's") *Off-Site Property-Specific Soil Vapor and Sub-Slab Vapor Investigation Report*, dated 19 January 2011. The data suggest a source and release of PCE and other chlorinated hydrocarbons from the sewer line in the proximity of Shirley Drive and Cynthia Drive, as follows:

- The soil vapor results for sampled off-Site properties and streets indicate that concentrations of PCE and other chlorinated hydrocarbons are high in the vicinity of Shirley Drive and Cynthia Drive, near manhole M54. PCE was measured at high concentrations at several sampling locations in this area; MSVP-6 (at 6 feet below ground surface ("bgs")) = 52,100 micrograms per cubic meter ("ug/m^3"), SVP-15 = 35,000 ug/m^3, SVP-16 = 38,000 ug/m^3, and SVP-25 = 21,000 ug/m^3. This area of higher PCE concentration is distinguished from generally lower concentrations (i.e. below RWQCB Environmental Screening Levels ("ESL")) east of Shirley Drive and north of Cynthia Drive, with the exception of parcel P67 located at the intersection of Shirley and Cynthia Drives. South of the intersection, the subsurface vapor data show a sharp decline in PCE concentrations moving southward on parcel P55, i.e., south of the east-west trending sanitary sewer line that traverses parcel P55/P87. This finding provides support for a separation between elevated soil vapor concentrations detected on-Site at the location of the former P&K Cleaners and the elevated PCE concentrations in subsurface vapor observed in proximity to the suspected off-Site sanitary sewer lines to the north. This separation is illustrated on Figure 5 of the January 2011 EKI report (see Exhibit 24) by the general demarcation of the area found to contain subsurface vapor above the ESL for PCE along the sewer line that traverses parcel P55/P87 and that runs at the southern boundary of parcels P38 and P82.

Apparent Source Area in the Vicinity of Manhole M46

A discussion of the leak area near M46 is also provided in EKI's 19 January 2011 report. The environmental sampling data suggest a source of PCE and other chlorinated hydrocarbons in close proximity to M46 and generally north of the sewer line that runs between M45 and M47, approximately halfway between Cynthia Drive and Doray Drive. This sanitary sewer receives the wastewater flow (at M46) from the sewer lines that serve the GV Mall and the surrounding commercial and residential properties, including the Chevron property located at 1705 Contra Costa Boulevard (locations of former dry cleaning and auto repair facilities). High concentrations of PCE are present (a) in soil vapor and in shallow groundwater near M46 and (b) in soil vapor sampled near the segment of sanitary sewer that is located between M45 and M46 (see Exhibit 24). Data supporting these findings are summarized as follows:

- Concentrations of PCE in soil vapor samples collected from MSVP-17 located near M46 increase with depth, which indicates that chlorinated hydrocarbons found in shallow groundwater are the source of chlorinated hydrocarbons in soil vapor in this area, and the sanitary sewer at this location is generally at the depth of, or just below, the groundwater table.
- The PCE concentration (1,960 micrograms per liter, "ug/L") measured in the grab groundwater sample (GG-P87-01) collected approximately five feet north of MSVP-17 and approximately 13 feet north of M46 is the highest concentration of PCE measured to date in groundwater in the off-Site area north of the GV Mall.
- Coupled with elevated sub-slab and soil vapor concentrations of PCE measured at parcels P38 and P82 located adjacent on the northern side of the sewer from M45 to M46 and the observed lower subsurface vapor concentrations at parcel P55 south of M46, these recent sampling data

indicate the proximity of PCE and chlorinated hydrocarbon releases near M46 with additional releases or migration of chlorinated hydrocarbons along the segment of sewer line and its associated backfill from M46 to M45.

- The sanitary sewer line from M44 to M46, which runs along the back (southern side) of these residential properties is located in the uphill direction from the segment of sanitary sewer entering from the south and into which the former P&K Cleaners discharged; the confluence of these two sewer lines is at M46. The slope of the sewer line between M45 and M46 is relatively shallow, i.e., approximately 0.04 feet per foot. Flow backed up within this segment of sewer line or preferential migration of chlorinated hydrocarbons in shallow groundwater or in vapor phase along the sewer line backfill are plausible explanations for the elevated concentrations of PCE measured in the SSVP samples at parcel P82 and in the soil vapor at P38-SVP-02.
- The soil vapor sample at P38-SVP-02 (PCE = 2,800 ug/m^3) was collected at a depth of approximately 5 feet bgs in a location in the back yard approximately 10 feet north of the sewer line between M45 and M46. The soil vapor sample at P38-SVP-01 (220 ug/m^3 PCE) was collected at a depth of approximately 5 feet bgs in a location in the front yard, approximately 75 feet north of the sewer line between M45 and M46.

Suspected Source Area in Linda Drive Along Sewer

As presented in Chevron site investigation reports dated in 1989 and 2012 (Exhibit 25 and the *Additional Site Investigation Report and Site Conceptual Model Report* by Canestoga-Rovers & Associates, dated 2 March 2012), very high concentrations of chlorinated hydrocarbons have been found on the Chevron property in soil vapor (maximum PCE = 3,250,000 ug/m^3) and in groundwater (maximum PCE = 4,000 ug/L) and high concentrations have migrated off the Chevron property onto the adjoining streets (Linda Drive and Doris Drive) and onto the GV Mall property. In a Chevron site investigation report dated 3 February 1989 (Exhibit 25), groundwater and soil sampling data were reported at former monitoring well EA-3 located in Linda Drive near the sanitary sewer directly west of and across the street from the Chevron site. Chevron reported that PCE and TCE were present in 1988 soil samples collected at location EA-3 at concentrations of 328 micrograms per kilogram ("ug/kg") and 86 ug/kg, respectively, which would have been above the groundwater table at this location and thus may have resulted from leakage from the sewer. Groundwater sampled in monitoring well EA-3, on 3 January 1989, had a reported PCE concentration of 5,000 ug /L and a TCE concentration of 750 ug/L providing further data suggesting a source of PCE and other chlorinated hydrocarbons in the proximity of sewer line in Linda Drive and extending along Linda Drive to the GV property. High concentrations of chlorinated hydrocarbons have migrated in groundwater from the area of the Chevron property onto the GV Mall property (maximum PCE = 3,380 ug/L; EKI's *Quarterly Groundwater Monitoring Report*, Fourth Quarter 2009, dated 16 February 2010).

As shown by the sewer inspection reports provided by the CCCSD, there are many sewer leak locations in Linda Drive, Doris Drive and along the sewer in the alley behind the GV Mall building that would act as release locations for chlorinated hydrocarbons discharged to the sewer from the Chevron property by former dry cleaning and auto repair operations. To summarize, these damaged sewer locations are as follows:

- *Linda Drive (between M60 and R99/R61):* A 1977 report describes the condition of the sewer main in Linda Drive as "in very poor shape has lots of cracks." A 2006 inspection identifies a sag in the sewer line. The sewer line in this area was replaced by CCCSD. The records provided by CCCSD do not discuss why this line was replaced.

- *Doris Drive (between M59 and M60):* A 2006 report identifies a sag in the sewer line.

- *Alley Parallel to Susan Lane (between M59 and M46):* In 2000, inspection reports identify infiltration, roots and/or cracks at 122, 132, 401, and 406 feet down pipe from M59 and "pipe out at bend" at the south edge of Doray Drive at 558 feet from M59. The reports also identified a "severe bend and cracks" at the north edge of Doray Drive (106 feet south of M46) and an 11 feet long section of pipe with cracks located 83 to 94 feet south of M46.

Conclusion

The California legislature expressly intended that districts be strictly liable under the Porter-Cologne Water Quality Control Act for releases from their facilities. CCCSD owns and operates the sewer pipes from which sewage leaks occur or have occurred into the subsurface. In addition to being strictly liable, by designing a system that in its very specifications permitted leakage, in operating a failing system, and in failing to repair the system in a timely manner, CCCSD actively discharged waste into the waters of the state. As such, CCCSD must be named as a discharger.

Please call if you have any questions.

Sincerely,

Edward A. Firestone

Enclosures

cc: K. Alm, Esq. (with enclosures)

---

[i] Water Code Secs. 13267 and 13304.

[ii] Water Code Sec. 13050(c).

[iii][iii][iii][iii][iii] The fact that such activity may have been permitted under the laws at the time does not alleviate CCCSD of responsibility for addressing the current issues. *In the Matter of the Petitions of Aluminum Company of America; ALCOA Construction Systems; and Challenge Developments, Inc,* WQ Order No. 93-9.

[iv] Currently, we understand that the discharge of PCE to the sanitary sewer is apparently allowed from some non-dry cleaner operations so long as the amount of Total Toxic Organics ("TTO"), which include PCE, do not exceed 2.10 milligrams per liter. A copy of the "CCCSD List of Total Toxic Organic (TTO) Pollutants Subject To TTO Local Limit Or TTO Management Plan" is the last page of Exhibit 2.

[v] A partial list of the numerous cases supporting this proposition include: *In re Zoecon*, Order No. WQ 86-2 (2/20/86); *In Petition of Southern California Edison Co.* WQ Order 86-11 (7/17.86); and *In the matter of Wenwest, Inc. et al*, Order No. 92-13 (10/22/92); *Ford Aerospace, et al.*, SFRWQCB Order No. R2-2007-0022.

[vi] See v.

[vii] A partial list of ordinances addressing this issue is as follows:

1. Ordinance 23 –Adopted June 4, 1953, prohibits the discharge of any substance other than human excrement in the sewers *unless under permit from CCCSD.*

2. Ordinance 99 – Adopted July 11, 1974 amends Article 4 of Chapter 8 of the Code of the CCCSD relating to Control of Industrial Waste. This amendment permits the discharge of chlorinated hydrocarbons provided that the concentrations not exceed 0.002 mg/l 50% of the time and 0.004 mg/l 10% of the time. Hence, it appears that CCCSD permitted higher concentrations of chlorinated hydrocarbons to be discharged to the sanitary sewer, so long as the time restrictions for such discharges were not violated. Sec 8-403.B(12).
3. Ordinance 147 – Adopted August 27, 1981 replaces the prior Source Control Ordinance. This ordinance expressly allows for the disposal of specific toxics into the sewer within specified limits. Sec 8-402.A4 and D (limit on total chlorinated hydrocarbons plus PCE listed in Appendix A as a toxic for which an effluent limit will set.)
4. Ordinance 147 – Adopted August 27, 1981 replaces the prior Source Control Ordinance. This ordinance expressly allows for the disposal of specific toxics into the sewer within specified limits. Sec 8-402.A4 and D (limit on total chlorinated hydrocarbons plus PCE listed in Appendix A as a toxic for which an effluent limit will set.)
5. Ordinance 176 – Adopted April 18, 1991, provides for the disposal of specific pollutants with specified constituent levels. Sec. 10.80.70. Resolution 91-024 allows for the discharge of Total Identifiable Chlorinated Hydrocarbons with a discharge limit of 0.5 mg/l.
6. Source Control Ordinance, Title 10, Effective July 12, 1991 as amended April 2, 1992, August 3, 1992 (Ordinance 183), August 1, 1996 (Ordinance No. 198), February 15, 2007 (Ordinance 242) and October 2, 2008. A review of the assorted amendments between 1991 and 2008 show that the discharge of PCE into the sewer system by dry cleaners was not prohibited until 2007. (See Sec. 10.080.040.P first added in 2007.)

[viii] See vii 2.

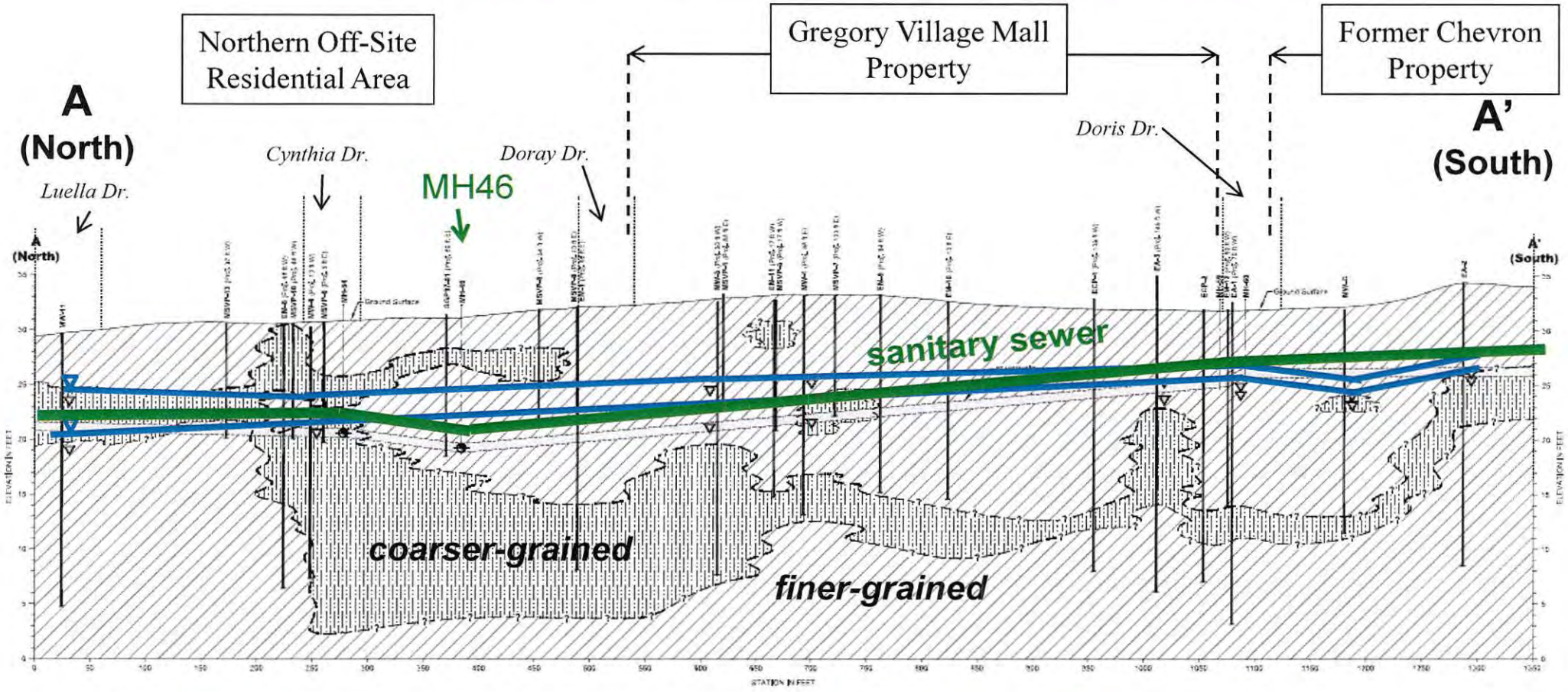
[ix] Ordinance 147 – Adopted August 27, 1981 replaces the prior Source Control Ordinance. This ordinance expressly allows for the disposal of specific toxics into the sewer within specified limits. Sec 8-402.A4 and D (limit on total chlorinated hydrocarbons plus PCE listed in Appendix A as a toxic for which an effluent limit will set). Ordinance 176 – Adopted April 18, 1991, provides for the disposal of specific pollutants with specified constituent levels. Sec. 10.80.70. Resolution 91-024 allows for the discharge of Total Identifiable Chlorinated Hydrocarbons with a discharge limit of 0.5 mg/l.

[x] Source Control Ordinance, Title 10, Effective July 12, 1991 as amended April 2, 1992, August 3, 1992 (Ordinance 183), August 1, 1996 (Ordinance No. 198), February 15, 2007 (Ordinance 242) and October 2, 2008. A review of the assorted amendments between 1991 and 2008 show that the discharge of PCE into the sewer system by dry cleaners apparently was not prohibited until 2007. (See Sec. 10.080.040.P first added in 2007.)

[xi] "Dry Cleaners – A Major Source of PCE in Ground Water", V. I. Izzo, 27 March 1992, p.2 ("Izzo" and "Izzo Report").

[xii] Years 1990-1992 not provided by CCCSD, so cannot verify for that time period.

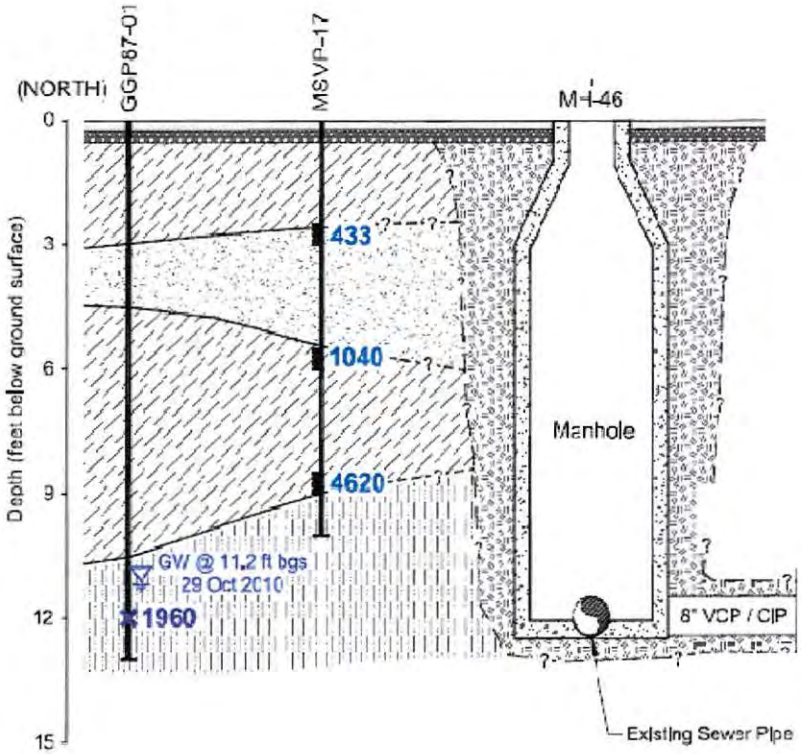
CCCSD's Sanitary Sewer is Installed Near or Below the Water Table



General Direction of Groundwater Flow

Blue lines are the water table range

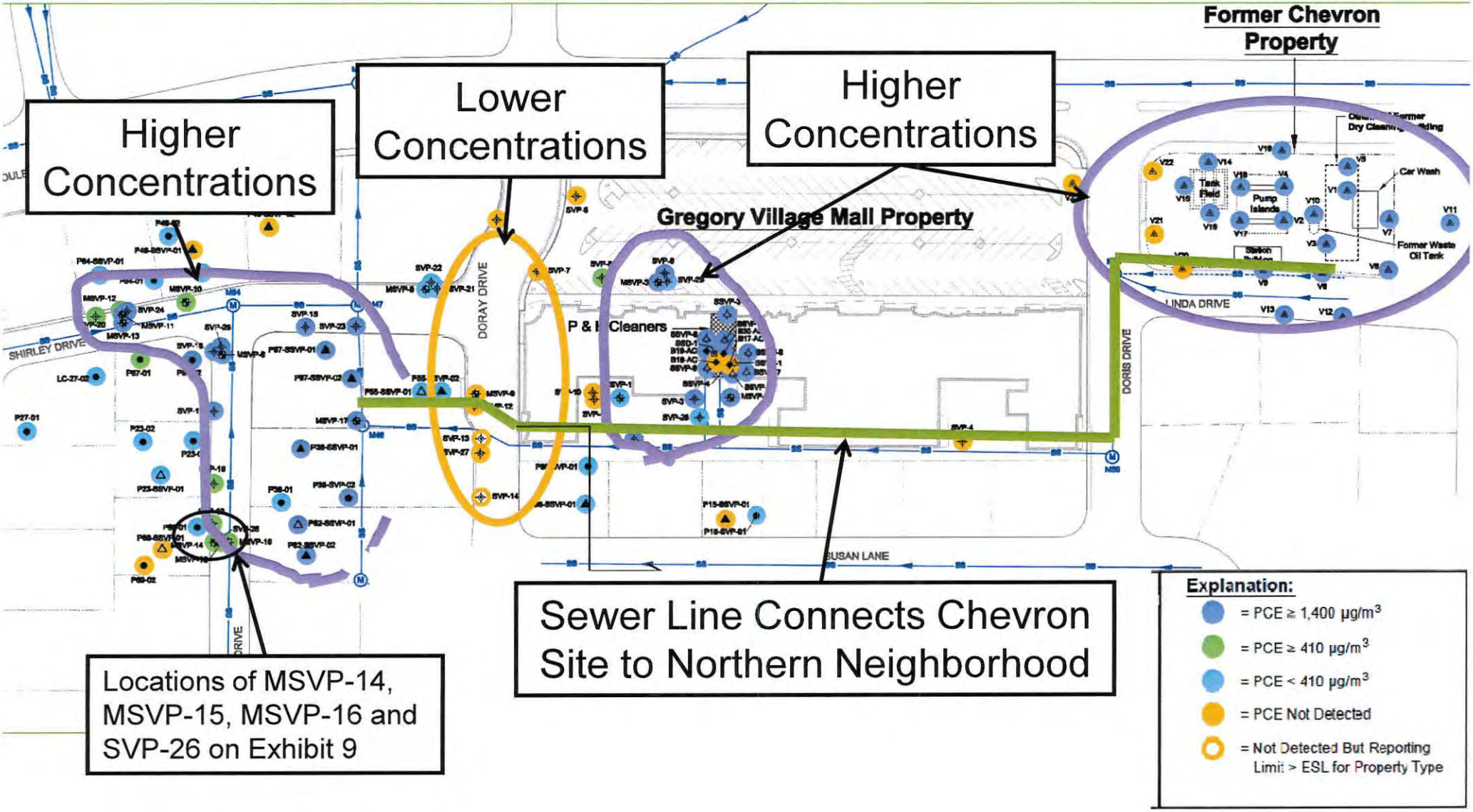
PCE in Soil Vapor and Groundwater Near Manhole M46 is Consistent with a Sewer Leak



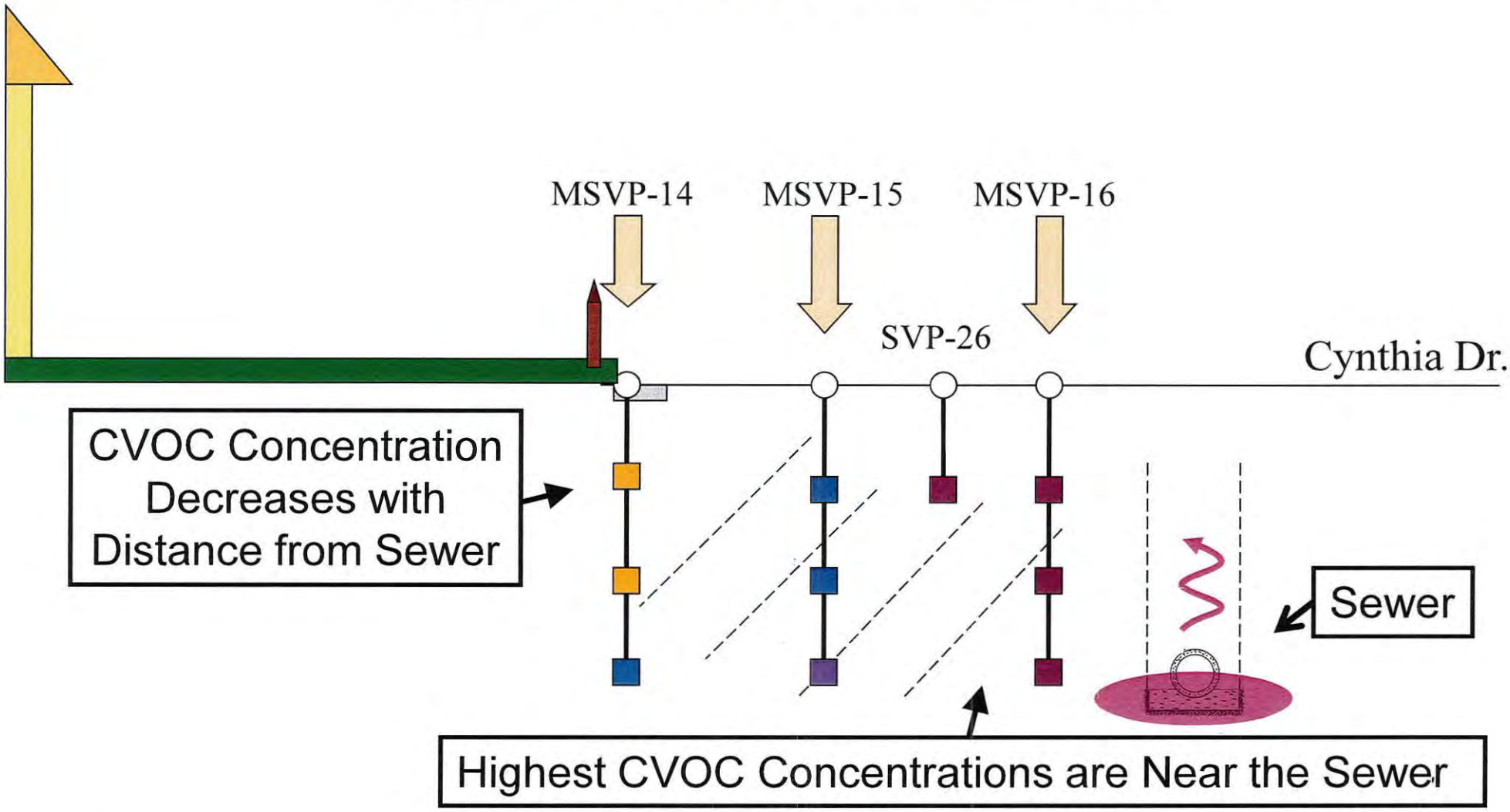
Sewer line and bottom of manhole M46 are at or below the water table

Exhibit 8

Separate Areas of High PCE Concentrations in Soil Vapor Indicate Separate Releases



CVOC Concentrations In Soil Vapor are Highest Near the Sewer



PCE in Groundwater in Linda Drive Cross-Gradient from Chevron Site Indicative of a Sewer Leak

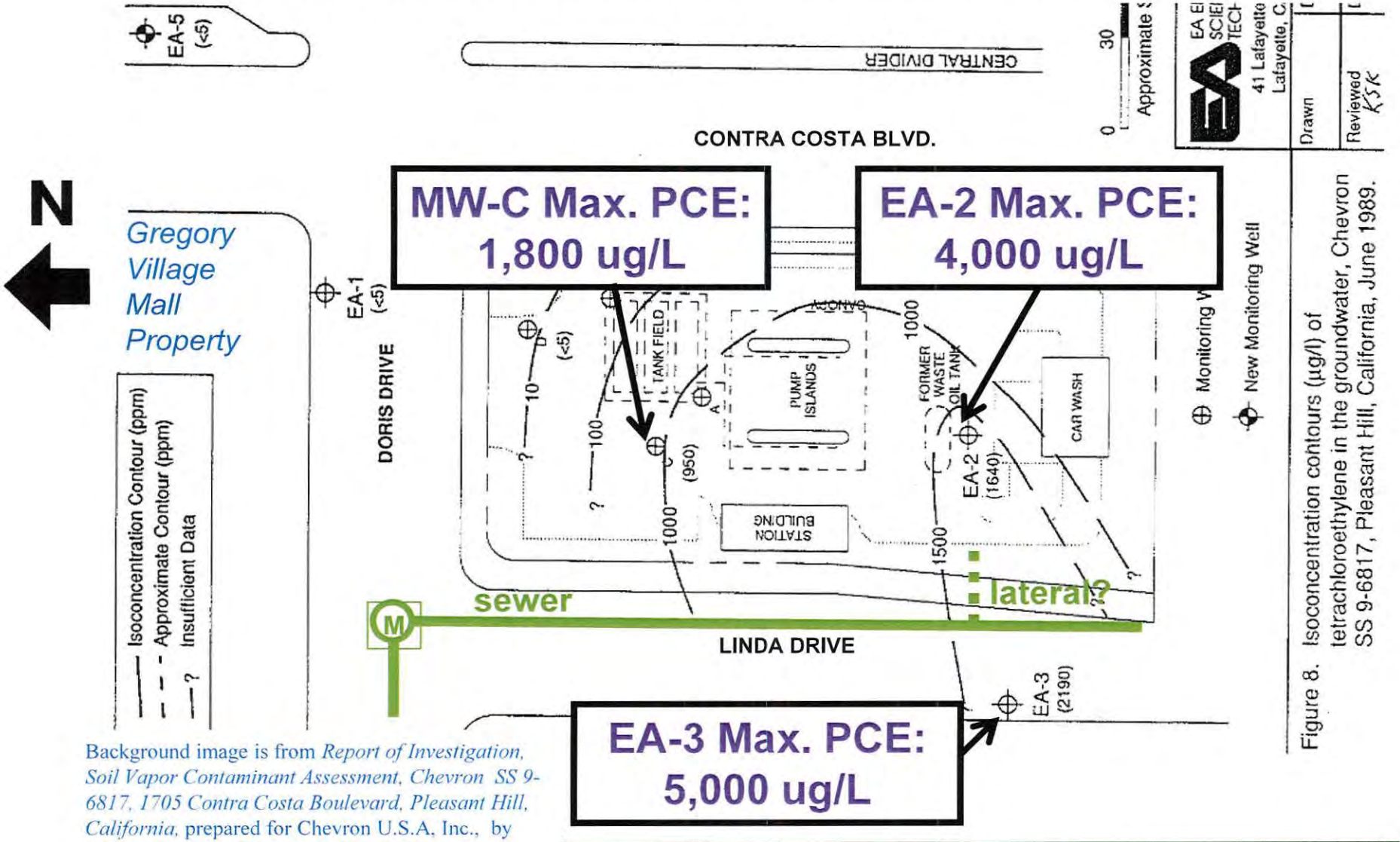


Figure 8. Isoconcentration contours (µg/l) of tetrachloroethylene in the groundwater, Chevron SS 9-6817, Pleasant Hill, California, June 1989.

Background image is from *Report of Investigation, Soil Vapor Contaminant Assessment, Chevron SS 9-6817, 1705 Contra Costa Boulevard, Pleasant Hill, California*, prepared for Chevron U.S.A. Inc., by EA Engineering, Science, and Technology, Inc., dated 9 August 1989.

GREGORY VILLAGE PARTNERS, L.P.

[illegible]

9 September 2014

Mr. Bruce Wolfe
Executive Officer
San Francisco Bay Region -
Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, CA 940612

Re: Request for Reduction in Groundwater Monitoring Frequency
and Tentative Order - Initial Site Clean Up
1601-1699 Contra Costa Boulevard, Pleasant Hill, California
(Former P&K Cleaners) Regional Board File No. 07S0132

Dear Mr. Wolfe:

Gregory Village Partners, L.P. ("Gregory Village") submits this request for approval of a reduction in the frequency of sample collection at seven existing groundwater monitoring wells that are part of ongoing groundwater monitoring activities performed at the property located at 1601-1699 Contra Costa Boulevard, Pleasant Hill, California (the "Site"). This request is also a comment on the monitoring requirements set forth in the tentative order for the site.

Current Groundwater Monitoring Program

Groundwater monitoring at the Site began in 1999 with construction and sampling of groundwater at wells MW-1, MW-2, and MW-3. Additional monitoring wells were constructed in 2004 (MW-4, MW-5, and MW-6), 2006 (MW-7 and MW-8), and 2007 (MW-9, MW-10, and MW-11) for a total of eleven wells that have been routinely monitored since they were constructed. Groundwater samples were collected quarterly from monitoring wells MW-3, MW-4, and MW-7 through MW-11 until 2013, since which time they have been sampled semi-annually. At wells MW-1, MW-2, MW-5, and MW-6, samples are collected annually during the third quarter (samples were collected quarterly before 2008). The depth of groundwater was measured quarterly at all wells until 2013, since which time such measurements have been taken semi-annually. Groundwater samples are analyzed for volatile organic compounds ("VOCs") by U.S. EPA Method 8260B. In addition, once a year during the third quarter, groundwater samples have been analyzed for nitrate and sulfate by U.S. EPA Method 300.0, total alkalinity by SM2320B, ferrous iron by SM3500Fe-B, carbon dioxide, methane, ethane, and ethane, and ethene by U.S. EPA Methods RSK-175, chloride by U.S. EPA Method 300.0, sulfide by SM4500S2-D, and total organic carbon by SM5310C (collectively, "Water Chemistry Constituents").

Request for Modification

Gregory Village proposes to reduce the frequency of sample collection and analysis from semi-annual. As summarized in Table 3 of EKI's Groundwater Monitoring Report – First Half 2014, dated 30 April 2014, samples have been collected from these wells and analyzed for VOC's since they were constructed. During that time, the concentrations of VOC's generally have been stable or declined. Based on these data, we believe that a reduction to annual sample collection is warranted in all wells that are currently being sampled semi-annually.

We request that the Regional Water Quality Control Board approve the following modifications to the groundwater monitoring program for the site:

- Modify the frequency for sample collection at the seven monitoring wells currently being monitored semi-annually to annually during the third quarter.
- Modify the constituents being sampled in all eleven wells to eliminate Water Chemistry Constituents.
- Modify the frequency for measurement of depth to groundwater at all eleven wells from semi-annual to annual.
- Modify the frequency for submission of monitoring reports from semi-annual to annual, with reports due one month after the end of the third quarters.

No other changes are proposed to the groundwater monitoring program for the Site.

We appreciate your consideration of this request. Please call if you have any questions.

Sincerely,

GREGORY VILLAGE PARTNERS, L.P.,
a California limited partnership

By: VPI, Inc., a California corporation
its general partner

By: _____
Mary Haber, General Counsel

cc: Steve Miller (EKI)
Ed Firestone, Esq.
Kevin Brown (RWQCB)

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August 4, 2014

Mr. Bruce H. Wolfe
Executive Officer
Mr. Kevin Brown
California Regional Water Quality Control Board -
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612

Re: Comments on Staff Report and Tentative Orders – Site Cleanup Requirements for 1643 and 1705 Contra Costa Boulevard, Pleasant Hill
File Nos.: 07S0123 (KEB) and 07S0204 (KEB)

Dear Messrs. Wolfe and Brown:

By letter dated July 2, 2014 the San Francisco Bay Regional Water Quality Control Board (the "Regional Board") transmitted its Staff Report and Tentative Orders (Site Cleanup Requirements) for 1643 Contra Costa Boulevard and 1705 Contra Costa Boulevard, in Pleasant Hill; file numbers 07S0132 (KEB) and 07S0204 (KEB). Joseph J. Lee and Grace M. Lee, deceased (Grace Lee died in 1997), are among the parties named in the Tentative Site Cleanup Order (the "TSCO") regarding 1643 Contra Costa Boulevard. We represent Joseph J. Lee and Grace M. Lee.

The Regional Board's July 2, 2014 letter transmitting the Tentative Site Cleanup Orders sets an August 4, 2014 deadline for the submission of written comments to the Regional Board. We write to provide you with our comments.

Comment No. 1: There Is No Basis To Issue The TSCO Against Grace M. Lee, Because Grace Lee Passed Away On February 17, 1997 (More Than 17 Years Ago), And Thus, Is Without Capacity To Be Named In The TSCO Or To Respond To It In Any Way, If Named.

Grace M. Lee was the wife of Joseph J. Lee. Mrs. Lee passed away more than 17 years ago, on February 17, 1997. As a decedent, Grace Lee lacks capacity to be named in the TSCO, or to respond to it in any way if named. Without capacity, there is no basis on which the Regional Board may properly issue the TSCO against Grace Lee, and so, the TSCO must not be issued against her.

Comment No. 2: The TSCO Must Not Be Issued Against Joseph Lee and Grace Lee Because They Are Not "Dischargers" Under Water Code § 13304(a).

The Tentative Site Cleanup Order for 1643 Contra Costa Boulevard identifies 1643 Contra Costa Boulevard as a cleaners that operated within the Gregory Village Shopping Center, located at 1601-1699 Contra Costa Boulevard. The TSCO notes that the cleaners at 1643 Contra Costs Boulevard operated from that space from at least 1965 to the present, and that during this 49 years, it was known by various names, including "Gregory Cleaners", "P&K Cleaners", "Nob Hill Cleaners", and "Park Avenue Cleaners".

The TSCO names various individuals who reportedly operated the cleaners during its 49 year history, including: Joseph William O'Malley, Floyd G. Taylor, Alan Choi, Kauen Choi, Joseph Lee, and Grace Lee.

In this 49 year history of operations by the numerous individuals reported to have operated the cleaners at 1643 Contra Costa Boulevard, Joseph Lee and Grace Lee were only involved with the cleaners for 3 ½ years in the mid-late 1980s. Specifically, Joseph Lee and Grace Lee were lessees of the premises known as 1643 Contra Costa Boulevard, Pleasant Hill, CA from about August 1, 1984 to about March 6, 1988, but they only ran the garment cleaners - called P&K's Cleaners - that was located at that address, for about 3 years, from about August 1, 1984 to about December 21, 1987.[1]

---

[1] Inconsistent with this paragraph, the TSCO inaccurately indicates the period of Joseph Lee and Grace Lee's involvement with the cleaners. (See, for example, TSCO at

The TSCO names Joseph Lee and Grace Lee (along with Joseph William O'Malley, Floyd G. Taylor, Alan Choi, and Kauen Choi) as dischargers "because of substantial evidence that they discharged pollutants to soil and groundwater at the Site". (TSCO at p.3) The TSCO does not refer to any specific evidence or discharge event, but rather, states:

> "[I]t is common knowledge that releases occurred during routine operations involving chlorinated solvents in dry cleaning; these same pollutants are present in soil and groundwater directly beneath and in the immediate vicinity of the dry cleaner; and these same pollutants are present in groundwater at and downgradient of the dry cleaner in concentrations that generally diminish with distance. Each of these dischargers new of the discharge or activities that caused the discharge, and each had the legal ability to control the discharge during their respective period of operating the dry cleaner." (TSCO at p.3)

Contrary to these allegations, and other similar allegations in the TSCO, during Joseph Lee and Grace Lee's short three year tenure running the cleaner, neither they, nor anyone else that worked there, did anything to cause or contribute to the contamination, nor release or dispose of any chemical or cleaner. All chemicals and cleaners utilized were properly and carefully stored, handled, used, and disposed of, and no evidence has been identified by the Regional Board or anybody else to suggest otherwise. Similarly, no evidence has been identified by the Regional Board or anybody else to suggest that Joseph Lee, Grace Lee, or anyone else that worked with them, ever released, discharged, or disposed of any chemical, cleaner, or waste into the environment.

The Porter Cologne Water Quality Control Act ("Act") is codified in the California Water Code at section 13000, et seq. Section 13304 of the Act allows the Regional Board to issue cleanup and abatement orders, but only to a person who has:

> "[D]ischarged or discharges waste into the waters of this state in violation of any waste discharge requirement or other order or prohibition issued by a regional board or the state board, or who has caused or permitted, causes or permits, or threatens to cause or permit any waste to be discharged or deposited where it is, or probably will be, discharged into the waters of the state and creates, or threatens to create, a condition of pollution or nuisance . . . ." (Water

Code § 13304(a).)

As discussed above, Joseph Lee and Grace Lee never discharged waste or caused or permitted waste to be discharged into the environment during their short 3 ½ year tenure at 1643 Contra Costa Boulevard. Thus, when the Regional Board issues its final version of the TSCO, it should not be issued against Joseph Lee and Grace Lee, and they should not be named in it, nor identified in it as "Dischargers".

Comment No. 3: Joseph Lee and Grace Lee Have No Access To The Site Which Is Owned By Gregory Village Partners, L.P., And, Thus, Joseph Lee and Grace Lee Have No Ability To Comply With The TSCO Or Conduct The Tasks Ordered Therein.

As noted in the TSCO, Gregory Village Partners, L.P., is the owner of the Site, and has been since approximately 1998. Thus, Joseph Lee and Grace Lee have no ability to access the Site. Without access to the Site, the Joseph Lee and Grace Lee lack the ability to conduct the tasks set forth in the TSCO. Thus, even if the Joseph Lee and Grace Lee had the ability to respond and conduct the ordered tasks (which they don't – see discussion below), they could not do so as a result of its total lack of access to the Site.

For this reason, the TSCO should not be issued against Joseph Lee and Grace Lee, since, from this practical standpoint, they simply won't be able to respond to it, or comply with it.

Comment No. 4: Joseph Lee and Grace Lee Do Not Have The Ability to Comply With The TSCO Because They Do Not Have The Resources or Insurance To Do So.

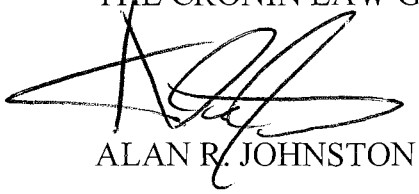
Joseph Lee and Grace Lee do not have sufficient financial resources to comply with the TSCO, nor do they have insurance coverage to enable them to comply with it. There is no coverage for administrative cleanup and abatement orders under your typical CGL insurance policy. Administrative orders are not "suits" triggering a defense, nor "damages" triggering an indemnity obligation. (See *Foster-Gardner, Inc. v. National Union Fire Ins. Co.* (1998) 18 Cal.4th 857, and *Certain Underwriters at Lloyd's of London v. Sup.Ct. (Powerine Oil Co., Inc.)* (2001) 24 Cal.4th 945.) Policies in this time period (i.e. post early 1970's policies) do not define suits to include administrative orders, and hence, no defense or indemnity obligation exists.

For this additional reason, the TSCO should not be issued against Joseph Lee and Grace Lee, since, from a financial/insurance standpoint, they simply won't be able to respond to it, or comply with it.

Thank you for your attention to this matter. And again, please do not hesitate to call us with any questions/comments you may have, or in the event you need further information from us.

Very truly yours,

THE CRONIN LAW GROUP



ALAN R. JOHNSTON

ARJ/kb

Todd Littleworth
Senior Counsel
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August 4, 2014

VIA U.S. MAIL AND E-MAIL

Mr. Bruce H. Wolfe
Executive Officer
San Francisco Bay Regional Water Quality Control Board
1515 Clay St., Suite 1400
Oakland, CA 94612

Re: Tentative Order – Adoption of Initial Site Cleanup Requirements for Property Located at 1705 Contra Costa Boulevard, Pleasant Hill
R2-2014-00XX (File No. 07S0204 (KEB))

Dear Mr. Wolfe:

I write to provide Chevron U.S.A. Inc.'s ("Chevron") comments on the above referenced Draft Tentative Order. The San Francisco Bay Regional Water Quality Control ("RWQCB") provided a copy of the draft order by letter dated July 2, 2014. The transmittal letter also provided a copy of a draft tentative order for property located at 1643 Contra Costa Boulevard, Pleasant Hill, and a "Cleanup Team Staff Report" dated July 2, 2014, that relates to both draft tentative orders.

Accompanying this letter are comments prepared on behalf of Chevron by Conestoga-Rovers & Associates dated August 4, 2014 ("CRA Comment Letter").

The referenced property currently contains a Chevron-branded service station. Chevron owned the property from 1986 to 2003. Before Chevron bought the property a dry cleaning business operated on a portion of it. Between 1986 and 2005 Chevron investigated and cleaned up releases associated with the service station. You signed a case closure letter in January 2005 confirming that releases associated with the service station's underground storage tanks (including two used oil USTs) had been addressed to the RWQCB's satisfaction.

The Tentative Order identifies dry cleaning solvent ("PCE"), and its breakdown products, as the primary chemicals of concern. As is discussed in greater detail below, we do not believe that there is factual or legal support for naming Chevron as a discharger for these releases. We have communicated with your staff many times to discuss these issues over the past several years, and

have been dismayed by the staff's willingness to ignore scientific evidence in order to name Chevron as a discharger. The staff report, which is not signed by a registered professional (or anyone else), contains numerous inaccurate statements, as discussed in greater detail in the CRA Comment Letter.

While we agree that further assessment of the dry cleaning releases at the property is appropriate, we do not believe that there is any legal or factual basis for naming Chevron on any order requiring such work, and we thus urge the RWQCB to revise the draft order to delete its references to Chevron as a discharger.[1]

Background.

The property currently known as 1705 Contra Costa Boulevard was formerly two separate parcels with two addresses. The Southern Parcel (former APN 150-103-012) was identified as 1709 Contra Costa Boulevard. A dry cleaner operated on the Southern Parcel until 1986. The Northern Parcel (former APN 150-103-011) has been identified as 1705 Contra Costa Boulevard and is where a Chevron-branded service station is currently located. Chevron purchased both parcels on December 31, 1986, and the parcels were consolidated into a single parcel bearing the 1705 Contra Costa Boulevard address. Chevron sold the consolidated property to the current owner in 2003.

Site Investigations and Site Closure.

The CRA Comment Letter describes the lengthy history of the environmental investigation and cleanup of the property currently known as 1705 Contra Costa Boulevard. This investigation identified petroleum hydrocarbon impacts as well as the presence of chlorinated hydrocarbons, primarily the common dry cleaning solvent PCE. As is discussed above, a dry cleaner operated on a portion of the property before Chevron purchased it. From 1991 to 1996 Chevron implemented a groundwater extraction and clean-up program that addressed both petroleum hydrocarbons and chlorinated solvents.

In January 2005, the RWQCB confirmed "completion of a site investigation and a remedial action for the underground storage tank(s) formerly located at the [site]." (January 14, 2005 Case Closure letter from Bruce H. Wolfe to Chevron Environmental Management Company.) The Closure Letter further stated that "no further action related to the underground storage tank(s) release is required." The RWQCB's January 3, 2005, Site Closure Summary identified a 1,000 gallon used oil UST as one of the USTs that was the subject of the closure. The Site

[1] The RWQCB's transmittal letter set an August 4, 2014, deadline for submission of comments. The RWQCB's statement that comments submitted after that date "will not be considered by the Regional Water Board" is not supported by law. Chevron reserves the right to supplement the comments included in this letter, and attachments, through any meeting to consider the draft tentative order, currently scheduled for September 10, 2014.

Closure Summary found that "petroleum hydrocarbons and [halogenated volatile organic compounds (HVOCs)] are stable, and both the petroleum hydrocarbons and HVOCs appear to be naturally attenuating, though the petroleum hydrocarbons are attenuating more rapidly." A condition of site closure was annual confirmation sampling at a sentry well. The conditions of closure set "alert thresholds" for a variety of constituents sampled at the sentry well, including PCE. Chevron has monitored the sentry well annually since closure. Concentrations of the constituents sampled, including PCE, have been below the alert thresholds that the RWQCB established during every single post-closure monitoring event.

The RWQCB's Theory of Chevron's Liability is Wrong.

The draft order states that Chevron has been named as a discharger for two reasons. First, "because of substantial evidence that it discharged CVOCs to soil and groundwater at the Site" from a former used oil UST. (Draft Order, p. 3.) And second, with regard to releases from the dry cleaners, because Chevron "owned the property during the time of discharge of CVOCs to soil and groundwater, had knowledge of the discharge and/or the activities that caused the discharge, and had the legal ability to control the discharge." (*Id.*)

Chevron is not liable as a discharger for alleged releases from the former used oil USTs. First, there is no evidence that CVOCs were released from the used oil UST, and the Staff Report's discussion of soil, soil vapor, and groundwater data to support its conclusion that there was a release of CVOCs from the tank are technically deficient. (See discussion in CRA Comment Letter, at Sections 2.3, 2.4, 2.8, 3.4-3.8.)

Second, even if there had been a release from the used oil UST, any such release was minor and has been adequately investigated and characterized, and would on its own meet closure criteria, as reflected in the RWQCB's issuance of site closure in 2005. The existing impacts that require action are a result of releases from the dry cleaning business, that, if there had been a release from the used oil UST, have commingled with that minor release. As the State Water Resources Control Board ("State Water Board") recently stated in *In the Matter of the Petition of James Salvatore* (Order WQ 2013-0109), p. 12, "if a party's unauthorized release has been adequately characterized and there are sufficient data to determine that the individual release could get closed, then the party for that release may be relieved from responsibility even though the release has commingled with another release."

The Tentative Order also claims that Chevron is a discharger by virtue of its past ownership of property where releases from the dry cleaning business had occurred before Chevron bought the property. Without citation to any legal authority, the Staff Report states as follows:

> "A former landowner can be named to a cleanup order if it meets all of these three criteria:

1. Former Landowner owned the property at the time of the discharge;

2. Former landowner had knowledge of the activities that resulted in the discharge;

3. Former landowner had the legal ability to prevent the discharge.

In this case, Chevron meets all three criteria above."

Staff Report, pp. 8-9.

The Staff Report's analysis is wrong.

First, Chevron did not own the property at the "time of the discharge." The dry cleaner was no longer operating when Chevron bought the property. (CRA Comment Letter, at Section 2.4.)

Second, Chevron's knowledge of the activities is irrelevant, because it was not the "landowner" at the time of the dry cleaner discharge.

And third, because Chevron was not the "landowner" at the time of the dry cleaner discharge, it did not have "the legal ability to prevent the discharge."

The Staff Report states that the migration of contaminants through the subsurface constitutes a "discharge" for which Chevron would be liable by virtue of its status as a landowner from 1986 to 2003, citing a single State Water Board decision, *In the Matter of the Petition of Zoecon Corporation*, Order No. WQ 86-2 (February 20, 1986) ("*Zoecon*"). *Zoecon* says no such thing. The Petitioner in *Zoecon* was the current owner and operator of the site and argued it was not a "discharger" under Water Code Section 13304 because it had never discharged waste on the property. The State Water Board found that "the waste discharge requirements were imposed on Zoecon not because it had [caused the discharge of chemicals], but because ***it owns*** contaminated land which is directly discharging chemicals in the water." (*Zoecon* at 5.)(Emphasis added.) Further, the petitioner had "exclusive control over access to the property." (*Id.* at 10.) The Order makes clear that it is Zoecon's status as the current owner of the property that provided the basis for it to be named a discharger. (*Id.* at 10 [providing the State Water Board's reasoning for naming "present property owners" as responsible parties].) Here, Chevron sold the 1705 Contra Costa Boulevard property in 2003 and is thus not the current owner.

The Staff Report also criticizes Chevron's remediation efforts, claiming that they were neither "timely" nor "effective." (Staff Report, p. 9.) These criticisms lack factual support. As discussed in the September 13, 2004, Closure Request, a pump and treat system that operated on the property from 1991 to 1996 treated 1,900,000 gallons of impacted groundwater and removed

41.1 pounds of chlorinated hydrocarbons. Further, monitoring data demonstrated that the chlorinated solvent plume mass was stable at the time of closure. The RWQCB's January 14, 2005, case closure letter, which you signed, confirmed that "[t]he petroleum hydrocarbons and HVOCs are stable, and both the petroleum hydrocarbons and HVOCs appear to be naturally attenuating."

The State Water Board considered whether a former landowner, such as Chevron, was a "discharger" under Water Code Section 13304 in the seminal decision *In the Matter of the Petitions of Wenwest, Inc.*, Order No. 92-013, 1992 Cal. ENV LEXIS 19 (1992) ("*Wenwest*"), which was not addressed by the Staff Report. There, the State Water Board recognized that "[n]o order issued by this Board has held responsible for a cleanup a former owner who had no part in the activity which resulted in the discharge of the waste and [its] ownership interest did not cover the time during which that activity was taking place." (*Id.* at *6.)

The State Water Board's analysis in *Wenwest* – of whether a former owner is a discharger under Water Code Section 13304 – is directly applicable to the 1705 Contra Costa Blvd. property. Petitioner Wendy's International purchased a former service station property after a discharge had occurred and the USTs causing the discharge had been closed. (*Id.*) It did not continue operation of the service station. Wendy's International then sold the property. While the current owners and owners at the time of the discharge were found to be properly named in the CAO, the State Water Board found it inappropriate to name Wendy's International. (*Id.* at *4-10 [policy arguments for naming current owner do not necessarily apply to former owner].) The State Water Board found that while Wendy's International was aware of a "pollution problem" at its property and "took no steps to remedy this situation," Wendy's International also "did nothing to make the situation any worse." (*Id.* at *7.) The State Water Board concluded that Wendy's International was not a "discharger" under Section 13304 for a number of factors, including that it "had nothing to do with the activity that caused the leaks. (In previous orders in which we have upheld naming prior owners, they have been involved in the activity which created the pollution problem.)" (*Id.*)

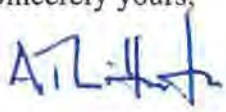
Chevron is in a similar position to that of Wendy's International. It purchased the former dry cleaning property after any discharge of dry cleaning solvent had occurred and after the dry cleaning business had closed. Chevron did not continue the operation of the dry cleaner and is not the current owner of the property. And Chevron did not "make the situation worse," and in fact made the situation better.

The *Wenwest* holding that a former owner is not a "discharger" when it had nothing to do with the activity that caused the contamination is consistent with California nuisance law, upon which the Legislature "explicitly relied" in enacting the Porter Cologne Act, and Water Code Section 13304. (*City of Modesto Redevelopment Agency v. Superior Court*, 119 Cal.App.4th 28, 38 (2004).) Courts have consistently held that a property owner is liable for nuisance only when it has actively participated in creating the nuisance, or failed to act after becoming aware of the

nuisance. (*See, e.g., Resolution Trust Corporation v. Rossmoor Corporation*, 34 Cal.App.4th 93, 104-05 (1995); *Redevelopment Agency v. BNSF Ry.*, 643 F.3d 668, 678 (9th Cir. 2011).) Here, Chevron played no role in the dry cleaner's release of chlorinated solvents, which occurred before Chevron owned the property. And Chevron took action while it owned the property, resulting in the RWQCB's issuance of a closure letter. We are aware of no California case that has found a party to be liable for nuisance on such facts.

In sum, Chevron should not be named as a discharger in the Tentative Order. Releases associated with the service station, including any releases from the used-oil USTs, have been characterized and the UST case was properly closed in 2005. The conditions of closure continue to be met. Chevron bought the property after the dry cleaner ceased operations, and thus was not the owner at the time of any discharge of chlorinated solvents by the dry cleaner. Chevron took all appropriate steps to investigate and remediate the site while it owned the property, to the satisfaction of the RWQCB. There is thus no legal basis for the RWQCB to name Chevron as a "discharger" in the Tentative Order.

Sincerely yours,



A. Todd Littleworth

cc: Brian Waite
Robert C. Goodman, Esq.

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August 4, 2014 Reference No. 311741

Via U.S. Mail and E-mail

Mr. Bruce H. Wolfe
Executive Officer
San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, California 94612

Re: Comments to Tentative Order dated July 2, 2014
Chevron Service Station 96817
1705 Contra Costa Boulevard
Pleasant Hill, California
RWQCB Cases 07-0437 and 07S0204

Dear Mr. Wolfe:

1.0 Introduction

Conestoga-Rovers & Associates, Inc. (CRA) prepared this letter on behalf of Chevron U.S.A. Inc. (Chevron) in response to the July 2, 2014 San Francisco Bay Regional Water Quality Control Board's (RWQCB) *Transmittal of Staff Report and Tentative Orders-Site Cleanup Requirements for 1643 Contra Costa Boulevard and 1705 Contra Costa Boulevard, Pleasant Hill, Contra Costa County*, which requested comments by August 4, 2014. This letter provides comments on the Tentative Order – Adoption of Initial Site Cleanup Requirements for 1705 Contra Costa Boulevard (Tentative Order) as well as the Tentative Order for Initial Site Cleanup Requirements for 1646 Contra Costa Boulevard. We request that these comments be included in the administrative record for this matter.

The Tentative Order was issued to address chlorinated volatile organic compounds (CVOCs) detected at 1705 Contra Costa Boulevard (Site). A Chevron-branded service station is currently located at 1705 Contra Costa Boulevard. From the 1950s until 1986 a dry cleaner operated at the southern side of the Site.

In early 2005 the RWQCB confirmed "completion of a site investigation and a remedial action for the underground storage tank(s) formerly located at the [site]." (January 14, 2005, Case

Closure letter from Bruce H. Wolfe to Chevron Environmental Management Company and *Site Closure Summary*).[1] The referenced underground storage tanks (USTs) included two used-oil USTs. The RWQCB concurred that "no further action related to the underground storage tank(s) release is required." The *Site Closure Summary* found that "petroleum hydrocarbons and [halogenated volatile organic compounds (HVOCs)] are stable, and both the petroleum hydrocarbons and HVOCs appear to be naturally attenuating, though the petroleum hydrocarbons are attenuating more rapidly." The HVOCs identified in the Site Closure Summary were PCE and its breakdown products (TCE, vinyl chloride, and DCE). As part of the closure, "alert thresholds" were established at a sentry well, which was to be sampled annually. Chevron has conducted annual monitoring at the sentry well to confirm that site conditions are below the alert thresholds. Site conditions have continued to satisfy the requirements of closure of the UST case. The Tentative Order does not reference this nearly ten year history of compliance with the conditions of closure.

CRA completed an additional source area soil assessment in June 2014 that confirms interpretations made in the March 2, 2012 *Additional Site Investigation Report and Site Conceptual Model* that the former dry cleaner at the south end of the Site is the source of CVOCs detected across the Site.[2] The highest concentrations of CVOCs detected in soil samples collected from location CPT-23 at the west end of the former dry cleaner building include 720 milligrams per kilogram (mg/kg) of tetrachloroethylene (PCE), and 1.6 mg/kg of trichloroethylene (TCE), which are significantly higher than historical concentrations detected at or near the former used-oil USTs that were located at the portion of the Site then occupied by the gasoline service station from 1971 to 1988. The concentrations and distribution of CVOCs at the former dry cleaner building support previous conclusions that the former dry cleaner is the source of CVOCs that have been detected in groundwater downgradient of the Site. Any potential releases from the former used-oil USTs at the service station do not represent a source for CVOCs in soil or groundwater that would warrant any additional assessment or remediation.

[1] We request that this document be included in the administrative record.

[2] RWQCB staff have referred to HVOCs and CVOCs interchangeably, and they represent the same substances, which would include PCE and its daughter product TCE.

The 2014 data is presented in CRA's August 4, 2014 *Additional Site Investigation Report*.[1] CRA recommends that the RWQCB defer issuing a Tentative Order until the new data can be reviewed and considered in connection with any order.

2.0 Comments on Tentative Order for 1705 Contra Costa Boulevard

This section presents the comments on the Tentative Order for 1705 Contra Costa Boulevard (the Site). Each subsection will reference a section and from the Tentative Order and Chevron's response. Language from the Tentative Order is italicized.

2.1 Page 1, Section 2, Paragraph 1 and 2

Automotive repairs were undertaken on the Site from approximately 1950 to 1987.

Chevron Comment:

There is no evidence to support this statement. Based on maps in Chevron files dated March 9, 1969, May 15, 1970, and July 14, 1987 (historical maps), an automotive repair facility did not operate until at least 1971 when the station was remodeled and a 1,000-gallon used-oil UST, referred to as waste oil tank throughout the Tentative Order, was installed east of the southeast corner of the automotive repair section of the station building. See Attachment A for historical maps. In addition, the Tentative Order, and Staff Report do not include any evidence that Chevron (or any predecessor of Chevron) ever operated an automotive repair facility at the Site. From at least 1971 to the present, the service station was operated by independent dealers, who would have been responsible for automotive repairs undertaken at the Site (June 18, 2009, Technical Report on Site History, p. 1).[1]

In 1971, two commercial parcels, a northern lot at 1705 Contra Costa Boulevard (Assessor's Parcel No. 150-103-01) and a southern lot at 1709 Contra Costa Boulevard (Assessor's Parcel No. 103-012-012) were merged to form one parcel

[1] We request that this document be included in the administrative record.

Chevron Comment:

The assessor's parcel numbers referenced in the Tentative Order should be corrected as follows: 1705 Contra Costa Boulevard was 150-103-011 and 1709 Contra Costa Boulevard was 150-103-012 as stated previously in CRA's January 31, 2014 *Requirement to Submit Technical Report* to the RWQCB.

2.2 Page 2, Section 2, Paragraph 1

According to information provided by the Contra Costa County Assessor's office, prior to the construction of the new service station building in 1972, the common (central) property line between 1705 and 1709 Contra Costa Boulevard was shifted to the south approximately 35 feet to create a bigger lot. The southern part of the new building, along with a steel waste oil UST, were then located in a section over the original dry cleaner property

Chevron Comment:

Neither the Tentative Order nor the Staff Report identifies the "information" provided by the Contra Costa County Assessor's office. Based on the review of site plans, it appears that the property line between the two parcels was moved south to accommodate the station renovations of the 1970s as indicated by the historical maps from Chevron from 1969, 1970, 1987. The historical maps indicate that the former property line between the two parcels was located along the south side of the current station building running east-west (Attachment A).

The station configurations presented on the 1969 and 1970 maps indicate that the size of the service station parcel was increased to include the drive through area of the former dry cleaner business, which was at the time located north of the former dry cleaner building. Based on the historical maps, it appears that a used-oil UST was then installed within what formerly had been the drive through area of the former dry cleaner. Copies of the historical maps are presented in Attachment A.

2.3 Page 2, Section 2, Paragraph 3

Unauthorized releases of volatile organic compounds (VOCs) and related constituents, including chlorinated volatile organic compounds (CVOCs), chiefly tetrachloroethylene (PCE) and trichloroethylene (TCE), and various petroleum hydrocarbons (e.g., benzene, toluene,

ethylbenzene, xylenes, etc.), were documented at the Site, mainly from former leaking USTs. It is common knowledge that PCE and TCE have been used at automotive repair stations for many years to clean brakes, carburetors, and fuel injection systems and to degrease engines and other parts, and oftentimes USTs were used to store waste oil and related products.

Chevron Comment:

Neither the Tentative Order nor the Staff Report contain evidence that CVOCs were utilized at the service station located at the Site or that there were releases of CVOCs from any UST. Instead, the Tentative Order and Staff Report rely on "common knowledge" that PCE and TCE have been used at "automotive repair stations," citing to 3 generic documents – one a draft document prepared by the United States Environmental Protection Agency (USEPA) in 1993, one a report prepared for the California Air Resources Board (CARB) in 1997, and one a report prepared for the California Department of Toxic Substances Control (DTSC) and the City of Santa Monica.

Reliance on "common knowledge" represents little more than speculation. In addition, the cited documents do not support the Tentative Order's conclusion that PCE and TCE were used at this service station.

The 2006 report prepared for DTSC ("Automotive Aerosol Cleaning Products: Low-VOC, Low Toxicity Alternatives") does not refer to either TCE or PCE. Rather, it refers generically to "chlorinated solvents," which it states were used in automotive aerosol cleaning products.

The CARB report ("Perchloroethylene Needs Assessment for Automotive Consumer Products") (CARB 1997), focused on brake cleaners, finding that 63% of the brake cleaning products did not contain PCE (CARB 1997, Table III-1) The CARB report states that of the 37 "brake service facilities" visited, only 16 "used Perc-containing products in their brake service process" (CARB 1997, p. 7). And even when a PCE-containing brake cleaner was used, "ARB staff concluded that 100 percent of the Perc contained in aerosol brake cleaners is emitted into the air when used." (CARB 1997, p. 8).

The draft USEPA document ("Economic Impact Analysis of the Halogenated Solvent Cleaning NESHAP – Draft," November 1993) (USEPA 1993) states that "Automotive Repair Shops" comprise 50% of the "users of degreasing equipment," and also states that "Gasoline Service

Stations, also do such work [automotive repairs]." (USEPA 1993, pp. 38, 40). The draft USEPA report concludes that "degreasing end-uses" accounts for only 13% of PCE consumption, in contrast to 90% of TCE consumption (*Id*., at p. 85). Isotopic analysis of chlorinated solvents at the Site completed by Zymax Forensics (Zymax) demonstrate that the TCE detected at the Site is actually a breakdown product of PCE, which EPA found that PCE was rarely used for "degreasing end-uses." (Zymax's, *Forensic Report for Groundwater Samples Collected in Pleasant Hill, California*, October 9, 2013, p. 18) (Zymax 2013).[1]

Beyond the fact that there is no evidence that TCE or PCE were ever used at the service station, or placed in the former used-oil USTs, the evidence shows that any release from the former used-oil USTs were de minimis, and would not require any further investigation or remediation. When the original used-oil UST was removed and replaced in 1986, soil beneath the tank was sampled for total oil and grease (TOG). TOG was detected immediately below the tank at a concentration of only 11 mg/kg. Soil beneath the second tank contained 50 mg/kg TOG when it was removed in 1988. Because used oil was being stored in the tank, these results are not indicative of a significant release from the former used-oil USTs. If a significant release had occurred, TOG concentrations would likely be much higher in magnitude (See August 20, 2012, Response to Erler & Kalinowski, Inc. *Comments on Additional Site Investigation* report and Conceptual Model, pp. 9-10).[1]

The Central Valley Regional Water Board has concluded that "dry cleaning uses a large quantity of PCE solvent compared to other potential sources," and that "PCE vapor plumes" were found only near dry cleaners (*Dry Cleaners, A Major Source of PCE in Ground Water,* Central Valley Regional Water Quality Control Board, March 27, 1992, p. 6).

2.4 Page 3, Section 3, Paragraphs 3 and 4

Chevron is named as a discharger with respect to the discharge and migration of CVOCs from a former waste oil tank and the former dry cleaner, both located on the Site. First, with respect to CVOC releases from a former on-Site leaking waste oil UST, Chevron is named as a discharger because of substantial evidence that it discharged CVOCs to soil and groundwater at the Site. This evidence includes Standard Oil/Chevron's operation of the waste oil UST for many years, and the pattern of CVOC and petroleum contamination subsequently detected in the vicinity of

[1] We request that this document be included in the administrative record.

the former waste oil UST. As of at least 1986, Chevron knew of the discharge or the activities that caused the discharge and had the legal ability to prevent the discharge.

Second, with respect to CVOC releases from the former on-Site dry cleaner, Chevron is a discharger because it owned the property during the time of a discharge of CVOCs to soil and groundwater, had knowledge of the discharge and/or the activities that caused the discharge, and had the legal ability to control the discharge.

Chevron Comment:

The legal issues raised in this section are addressed in the letter from A. Todd Littleworth, which is being submitted with this letter.

As is discussed in Section 2.1 above, there is no evidence that Chevron, or a predecessor, ever operated the used-oil UST. A used-oil tank was not installed until 1971, and at least from that date to the present the service station was operated by independent dealers. As is discussed in Section 2.3 above, there is no evidence that there were releases of CVOCs from the used-oil UST. Moreover, even if there were releases, Chevron has addressed those releases to the satisfaction of the RWQCB. As discussed in the introduction, the RWQCB confirmed "completion of a site investigation and a remedial action for the underground storage tank(s) formerly located at the [site]" in January 2005. Site conditions have continued to satisfy the requirements of closure.

The Tentative Order is wrong in its statement that Chevron "owned the property during the time of a discharge of CVOCs to soil and groundwater" by the dry cleaner. In fact, the dry cleaning business had vacated the Site at the time that Chevron purchased the Site (CRA's *Technical Report*, April 7, 2014, p. 7, Attachment B). After learning of the presence of chlorinated solvents, Chevron took all actions required by the RWQCB to address the presence of these substances while it owned the Site (See discussion in prior paragraph). Chevron did not own the Site at the time of the dry cleaner discharge, and thus it did not have the "legal ability to control the discharge."

2.5 Page 4, Section 5, Paragraph 2; Page 4, Section 6; Page 4, Section 7

Groundwater flow direction in the shallow zone has been mainly to the north at an average gradient of approximately 0.005 feet per foot. [Section 5]

the residential subdivision downgradient of the Site. [Section 6]

beneath and downgradient (north and northwest) of the Site [Section 7]

Chevron Comment:

The Tentative Order and Staff Report do not provide any support for the assertion that groundwater flow from the Site is north-northwest, and the RWQCB's position contradicts many years of data collected at the Site. As presented in the October 30, 2013, Memorandum from Arcadis U.S. Inc. to the RWQCB (Arcadis 2013), multiple rounds of groundwater monitoring data contradict the RWQCB's assertion, and support a groundwater flow that is north-northeast (Arcadis 2013, p. 1-3).[1]

Historical groundwater monitoring data for the Site shows a groundwater flow direction consistently toward the northeast as presented in Terradex Inc.'s *Closure Request* dated September 13, 2004 with an overall gradient beneath the Site from 0.005 to 0.01 ft/ft. This is also consistent with and supported by the groundwater plume dimensions presented in Terradex's October 12, 2004 *Closure Request-Supplemental Information*. Copies of Terradex's figures are presented in Attachment C (See also Arcadis 2013).

2.6 Page 5, Section 7, Paragraph 1, footnote 5

These concentrations [in Sentinel Well EA-5] are much lower than on-Site concentrations of CVOCs and in groundwater samples collected more recently and to the west of EA-5 (as discussed below), indicating EA-5 is probably not located in an appropriate area to function as a "sentinel" well.

[1] We request that this document be included in the administrative record.

Chevron Comment:

This statement is incorrect and not supported by the evidence. As is discussed in Section 2.5, above, multiple rounds of groundwater monitoring data have shown that onsite groundwater flow is to the north-northeast, and as a result Sentinel Well EA-5 is properly placed in a downgradient location. As discussed below, in Section 2.7, the Tentative Order improperly compares data from groundwater monitoring wells with "grab" groundwater samples. Laboratory results for grab groundwater samples from open boreholes can be routinely higher than results from monitoring well samples as discussed in the California LUFT Manual: September 2012, Chapter 15, page 15-25. In addition, it is a standard practice to use monitoring well data for a more representative data set (See California LUFT Manual: September 2012, Chapter 15 for recommended sampling methods and equipment to obtain representative grab-groundwater samples). The alert thresholds set as part of site closure are based on samples collected from a groundwater monitoring well.

2.7 Page 5, Section 7, Table

The table is misleading because it presents maximum concentrations collected between 1986 through 2011 without considering concentration trends or citing to source data. In particular, the groundwater data includes data from grab groundwater samples as well as data from developed groundwater monitoring wells. The soil data represents pre- and post-remediation soil conditions which makes it difficult evaluate changes in soil conditions over time.

2.8 Page 5, Section 7, Paragraph 3

The data demonstrates that CVOC concentrations in groundwater are generally higher near the former steel waste oil UST,

Chevron Comment:

This statement wrongly suggests that the former used-oil UST is the source of the "higher" CVOC concentrations, and ignores the fact that the former used-oil UST is downgradient of the actual source of the CVOCs – the former dry cleaner – and was simply in the path of releases from the dry cleaner. The dry cleaner, which was directly upgradient of the former used-oil UST, operated from the 1950s until 1986. The highest concentrations of CVOCs have been detected in soil ***upgradient*** of the former used-oil UST under the former dry cleaning building,

and concentrations diminish as they pass through and flow downgradient from the former used-oil UST.

2.9 Page 6, Section 8, Paragraph 1

Chevron reported that the pump and treat system did little to reduce the high concentrations of CVOCs dissolved in groundwater.

Chevron Comment:

This statement is false. Chevron operated a groundwater extraction system from August 1991 to July 1996. Approximately 1,900,000 gallons of groundwater were extracted from wells EA-2 and MW-D, removing an estimated 11.5 pounds of dissolved TPHg and 41.1 pounds of dissolved chlorinated hydrocarbons. Furthermore, the extraction of 1,900,000 gallons of groundwater also slowed down the migration of the CVOCs plume. In Cambria Environmental Technology, Inc.'s August 6, 1996, *Site Summary Remediation Evaluation* (p. 11), Cambria concluded that the sorption of "chlorinated hydrocarbons to the clayey soils beneath the Site appeared to have limited the remediation effectiveness". It is incorrect to interpret this technical evaluation as meaning that the remediation system "did little to reduce the high concentrations of CVOCs dissolved in groundwater."

2.10 Page 6, Section 9, Paragraph 1

A commercial property to the north, 1601-1699 Contra Costa Boulevard and currently the Gregory Village Shopping Center, is directly downgradient of the Site.

Chevron Comment:

This statement is incorrect. The Gregory Village Shopping Center is not "directly downgradient of the Site." See discussion in Section 2.5 above.

2.11 Page 7, Section 9, Paragraph 1

Two other dry cleaners, located at 1946 Contra Costa Boulevard (07S0088; Former Dutch Girl Cleaners and currently the "Hosanna Cleaners") and 2001 Contra Costa Boulevard, are upgradient of the Site.

Chevron Comment:

This statement is incomplete. In CRA's April 7, 2014, *Technical Report* (p. 8 and 9), CRA referenced former dry cleaners upgradient of the Site from City of Pleasant Hill public library phone book records that was uploaded to Geotracker by the RWQCB staff on December 17, 2013 and from Contra Costa County Record's office records. The following upgradient historical dry cleaners were referenced:

- 1942 Linda Drive
- 1745 Contra Costa Boulevard

2.12 Page 9, Section 14, Paragraph 1

[E]ach of the dischargers has caused or permitted waste to be discharged or deposited, causing contamination of groundwater. Contamination of groundwater creates and threatens to create conditions of pollution and nuisance.

Chevron Comment:

The legal issues raised in this section are addressed in the letter from A. Todd Littleworth, which is being submitted with this letter.

As is discussed above in Section 2.3 and 2.4, there is no evidence supporting the assertion that there were releases of CVOCs while Chevron owned the Site. The dry cleaning business, which is the source of CVOCs, had ceased operation when Chevron purchased the Site. Any potential releases from the former used-oil USTs would de minimis, and would not require any further investigation or remediation.

2.13 Page 10, Section B Tasks

This Section provides for a number of deliverables "acceptable to the Executive Officer" to be submitted by specified dates. Chevron objects to the submission date being conflated with "acceptable to the Executive Officer." This suggest that even if a deliverable is timely submitted, a responding party may be deemed out of compliance if the Executive Officer determines at some later date that some portion of the deliverable is not "acceptable" and should be modified. The deliverables should be due on a specified date, for review by the Executive Officer. Should RWQCB request modifications, then a new deadline would be established for submission of any modification.

In addition, given the scope of the next assessment phase and required updates to the conceptual site model, it would be difficult to meet the schedule in the Tentative Order. Below is a list of the tasks and appropriate compliance date:

1. Sensitive Receptor Survey and Conduit Study, submit with Remedial Investigation/Data Gap Work Plan (Work Plan) by December 12, 2014
2. Public Participation, December 12, 2014
3. Work Plan, no change (December 12, 2014)
4. Remedial Investigation, 90 days after and the laboratory reports are available (assume the field work will take at least 1 month to complete)
5. Human Health Risk Assessment (RA), no change
6. Draft Remedial Action Plan Including Draft Cleanup Standards, 120 days after Executive Officer approval of RA

2.14 Tentative Order for Initial Site Cleanup Requirements 1646 Contra Costa Boulevard, Page 6, Section 9

The property at 1705 Contra Costa Boulevard, directly south of the shopping center, is currently a Chevron-branded gas station. Between 1972 and 1986, a former steel waste oil Underground Storage Tank (UST) leaked petroleum hydrocarbons and CVOCs into soil and groundwater at this property.

Chevron Comment:

As is discussed in Comments 2.1 through 2.13, there is no evidence of releases of CVOCs from the used-oil USTs at the Site. Any such releases would have been de minimis, and would likely not require any further assessment or remediation.

3.0 CEMC Comments on "Cleanup Team Staff Report"

This section presents the comments on the unsigned "Cleanup Team Staff Report" dated July 2, 2014, attached to the Tentative Order for the Site.

3.1 Page 1

RWQCB refers to "Site 2" as 1705 Contra Costa Boulevard in Pleasant Hill, which was formerly parcels 150-103-011 and 150-103-012 (1709 Contra Costa Boulevard) and became one parcel 150-103-016 with the referenced addressed. 1709 Contra Costa Boulevard was the location of the former dry cleaner.

3.2 General Comment on Section III, CVOC Releases from the Former Steel Waste Oil UST

This section claims to provide evidence of releases of CVOCs from the former steel used-oil UST that was located at the service station property from 1972 to 1986. This issue is discussed extensively above in comments 2.3 and 2.4.

3.3 Section III, p. 2, Paragraph 2

An automotive fueling facility existed on the northern portion of Site 2 for over 60 years. Standard Oil, the predecessor of Chevron, operated from 1950 until 1977. Standard Oil, the predecessor of Chevron, operated from 1950 until 1977. Chevron operated at Site 2 from 1977 until 2003. Automotive repair work was conducted on Site 2 from approximately 1950 to 1987. In 1972, Standard Oil installed a 1,000-gallon steel waste oil UST at the time a large automotive repair and maintenance building was constructed at Site 2. A waste oil UST was used at Site 2 from 1972 to 1988.

Chevron Comment:

As is discussed above, there is no evidence that "automotive repair work was conducted" at the service station prior to 1972. Also as discussed above, the service station was operated by independent dealers from at least 1972 to the present.

3.4 Section III, p. 3, Paragraph 1

In May 1986, fourteen years after the steel waste oil UST was installed, the UST was removed by Chevron and replaced with a double-walled, fiberglass waste oil UST. During the removal of the steel UST, the tank was severely damaged, and multiple holes were discovered.

Chevron Comment:

The Contra Costa County Underground Tank Inspection Program field notes state that the used-oil UST was damaged while it was being removed in 1986. The notes state that there were an unspecified number of approximately ¼ inch holes on the top and bottom of the used oil UST, and that the UST contained approximately 20 gallons of sludge. The Staff Report correctly recognizes that the replacement used-oil UST was found to be intact, with no holes or damage, upon its removal in 1988.

3.5 Section III, p. 3, Paragraph 2

It is common knowledge that PCE and TCE were used at automotive repair and maintenance facilities to clean brakes, carburetors, and fuel injection systems, and to degrease engines and other parts. USTs were commonly used to store waste oil and other chemicals by the automotive repair industry. Staff's conclusion that the contamination emanating from Site 2 comes from these sources is consistent with Chevron's consultant's data. A February 3, 1989, report from EA Engineering, Science, and Technology, Inc. (EA) to Chevron regarding Site 2 states "The chlorinated hydrocarbons detected at the Pleasant Hill site are tetrachloroethylene (PCE), trichloroethylene (TCE), cis-1,2-dichloroethylene (DCE), trans-1,2-dichloroethylene (also DCE), vinyl chloride (VC), chloromethane, methylene chloride, chloroform, and 1,2-dichloroethane.

Chevron Comment:

As is discussed in Sections 2.3 and 2.4 above, this statement consists of speculation, not evidence of the use of PCE and TCE at the service station. There is also no evidence that these solvents were "stored" in the used-oil UST. The Staff Report misleadingly fails to state that TCE, DCE and VC are all breakdown products of the dry cleaning solvent PCE. Further, the Staff Report fails to acknowledge the Zymax isotopic analysis, which found that TCE onsite was a breakdown product of PCE. Finally, the RWQCB's closure of the UST case in 2005 recognized that to the extent that there had been releases from the used-oil USTs, any such releases had been adequately addressed.

The statement that the Staff's conclusions are "consistent with Chevron's consultant's data" is misleading and circular. While Chevron's consultants have detected the cited solvents in the vicinity of the used-oil USTs, the consultants have consistently noted the presence of a former dry cleaning operation adjacent to the service station, and identified it as the likely source of the CVOCs. Later data confirm that TCE present at the Site is a breakdown product of PCE, the common dry cleaning solvent.

Chevron consultant's data from the 1980s to current have consistently identified the former dry cleaner as the probable source of PCE and TCE beneath the Site. Data collected in 2011 and 2014 identifies the west side of the former dry cleaner building (dry cleaner source area) as the source with the highest concentrations and deepest penetration of the CVOCs in soil beneath the Site. 2014 soil data also indicates even higher concentrations of PCE and TCE at the dry cleaner source area in soil boring CPT-23. The following CRA reports and letters discuss 2011 and 2014 data referencing the former dry cleaner as a source area:

- March 2, 2012 Additional Site Investigation Report and Site Conceptual Model
- August 20, 2012 Response to Erler & Kalinowski, Inc. Comments on Additional Site Investigation Report and Conceptual Model
- April 7, 2014 Technical Report
- August 4, 2014 Additional Site Investigation Report[1]

[1] We request that these documents be included in the administrative record.

3.6 Pages 3-4, Section III, Soil Data

High CVOC soil concentrations generally reflect a specific release point/area. Figures 4 and 7 show the maximum concentrations of PCE and TCE detected in various soil samples collected within and near the former steel waste oil UST.

A soil sample collected within the tank pit at 10 feet below grade in 1988 contained 0.2 mg/kg of PCE and 0.035 mg/kg of TCE. In December 2011, a soil sample collected at a depth of five feet within the former waste oil UST excavation from vapor probe boring VP-1 contained PCE and TCE at 1.2 mg/kg and 1.4 mg/kg, respectively. Another soil sample collected at a depth of 9.5 feet from boring CPT-13, which was also advanced adjacent to/within the former waste oil UST pit, contained PCE at 0.34 mg/kg and TCE at 0.21 mg/kg, respectively.

For comparison, soil concentrations of 0.7 mg/kg for PCE and 0.46 mg/kg for TCE are sufficient to cause leaching to groundwater, according to this Regional Water Board's Environmental Screening Levels (ESLs).

The soil data depicted on Figures 4 and 7 indicates a distinct CVOC release from the former steel waste oil UST.

Chevron Comment:

Historical maps indicate that prior site plans did not accurately locate site features, or the post-1972 property line between the service station property and the dry cleaner property (CRA's August 4, 2014 *Additional Site Investigation Report*, p. 2). CRA has updated the site plan based on information in the historical maps. Based on the updated site plan (CRA Figure 2 in Attachment A) CPT-13 and VP-1 are located south (upgradient) of the former used-oil UST in the former drive through area of the former dry cleaner. It is therefore possible that fill encountered in these borings is associated with the demolition of the drive through area and not associated with the former used-oil UST pit, as was believed during CRA's 2011 investigation.

As discussed above in Sections 2.3 and 2.4, there is no evidence of a significant release from the used-oil UST. As stated in CRA's April 7, 2014 *Technical Report*, total oil and grease (TOG) concentrations detected in soil during the removal of the former used-oil USTs are not indicative of a significant release from the former used-oil USTs:

- On May 16, 1986, TOG was detected at a concentration of only 11 milligrams per kilogram (mg/kg) at 8 fbg
- On January 1, 1988, during the removal of the second used-oil UST, only relatively low concentrations of TOG and CVOCs were detected at 10 fbg: 50 mg/kg TOG, 0.200 mg/kg PCE and 0.035 mg/kg TCE.

The petroleum concentrations detected are de minimis and the PCE and TCE concentrations detected in the 1988 soil sample are consistent with a nearby upgradient source of PCE, at the former dry cleaner business at CPT-14 and CPT-23 for the following reasons:.

- CPT-23 and CPT-14 soil concentrations of PCE and TCE are significantly higher than any maximum pre- and post-remediation concentrations detected at the former used-oil UST.
- No TCE and only low concentrations of PCE were detected in soil at EA-2 below the groundwater table between 10 and 25 fbg which represents pre-remediation soil conditions.
- Overall, the highest TCE concentrations have been detected in soil samples collected from the former dry cleaner source area (CPT-14 and CPT-23). The lower CVOC concentrations detected beneath the used-oil UST are consistent with a single source at the dry cleaner site; higher concentrations were detected in the former dry cleaner source area and decrease with distance from this source area.

Also as discussed above, the isotopic analysis of groundwater samples establishes that the TCE that is present at the Site originated from PCE.

Although this “Soil Data” section is specific to the used-oil UST, the last sentence fails to reference that higher CVOC concentrations were detected at the west side of the former dry cleaner building as indicated by 2011 soil data at boring CPT-14. See the above paragraphs in this regarding soil data under the “CVOC Release from the Former Dry Cleaner” for additional comments.

The soil data section of the Tentative Order should be updated to include the 2014 investigation results which confirm a release from the dry cleaner operations with higher concentrations and deeper distribution in soil than anywhere else beneath the Site.

See section 3.9 for a discussion of the soil figures and data presented on Table 1.

3.7 Page 4, Section III, Soil Vapor Data

The soil vapor data depicted on Figures 5 and 8 indicates a distinct CVOC release occurred from the former steel waste oil UST.

Chevron Comment:

This section fails to acknowledge that soil vapor was not investigated where CVOCs appear to have been released at the west side of the former dry cleaner building near CPT-14 and CPT-23. CVOCs detected in soil from CPT-14, and especially CPT-23, clearly indicate a release that is the source of CVOCs across the Site. The current data does not support the assertion of a distinct CVOC release from the former used-oil UST as discussed previously. In its report presenting the results of the 1988 soil gas survey, EA Engineering, Science and Technology, Inc. notes that the dry cleaner source area "could not be explored with the [soil vapor contaminant assessment], so the interpolations of concentrations must be considered more uncertain than for other areas of the site.[2]

See section 3.9 for a discussion of the soil vapor figures and data presented on Table 1.

3.8 Page 5, Section III, Groundwater Data

Based on the above information and the groundwater data depicted on Figures 6 and 9, Staff conclude that a distinct CVOC release from the former steel waste oil UST occurred.

Chevron Comment:

The "information" referenced in this sentence does not support the conclusion. Rather, the information consists of a restatement of groundwater sampling results during a several year period that show elevated concentrations of CVOCs. Staff's reliance on these data to support the conclusion that there was a distinct CVOC release from the former used-oil UST, ignores data from the CVOC source immediately upgradient at the dry cleaning operation. Well EA-2

[2] *Report of Investigation, Chevron SS 9-6817, 1705 Contra Costa Boulevard*, EA Engineering, Science and Technology, Inc., May 1988, pp. 14-15.

along with all other site wells MW-C, MW-D EA-1, EA-3, and EA-4 were destroyed in March 2005 with approval by the RWQCB in the case closure letter dated January 14, 2005. Because the RWQCB closed this site, it is apparent that previous staff did not believe additional assessment or remediation was warranted for releases from the USTs located at the service station site, including the former used-oil USTs.

See section 3.9 for a discussion of the groundwater figures and data presented on Table 1.

3.9 Comments on Table 1 and Figures

The table and figures are misleading and misrepresent site conditions. The table and figures present soil data from the 1980s along with data collected more than 30 years later in 2011 (pre- and post-remediation). Data should be presented separately as pre- and post-remediation. Historical maximum soil concentrations presented in Table 1 may be incorrect based on CRA review. Please verify concentrations for vinyl chloride (VC), benzene, total petroleum hydrocarbons as gasoline (TPHg) and methyl tertiary butyl ether (MTBE) and provide the source. Soil vapor concentrations presented in the staff report mix 1988 and 2011 data. The source of the TPHg soil vapor concentrations are not provided, and should be. Based on the CRA review of the historic Site 1 (P&K Cleaners) data, some of the maximum concentrations are incorrect. The groundwater concentrations presented on Table 1 for Site 1 use monitoring well and grab-groundwater data, while the data for Site 2 is only well data, these should be consistent. The maximum TCE and cis-1,2-DCE (dichloroethylene) concentrations in groundwater on Table 1 for Site 1 are incorrect.

3.10 Comments on Page 6, Section III, CVOC Release from Former Dry Cleaner, Soil Data, Paragraph 1

The soil data section of the Tentative Order should be updated to include the 2014 data that confirms a CVOCs release at the former dry cleaner.

3.11 Page 7-8, Section III, Conclusion

PCE and TCE soil concentrations are high at the former steel waste oil UST location, while only PCE soil concentrations are high at the former dry cleaners. This data are consistent with a release from the former steel waste oil UST.

Chevron Comment:

This statement is not consistent with data from the 2011 and 2014 assessments. The highest PCE and TCE concentrations were detected at the west side of the former dry cleaner at CPT-14 and CPT-23. The "high" concentrations referred to beneath the used-oil UST location are consistent with the distribution of CVOCs expected from the release at the former dry cleaner where concentrations are orders of magnitude higher (See discussion above at Sections 2.3 and 3.6).

3.12 Comments on Pages 8-11, Section IV, Basis for naming Chevron Under Water Code as Discharger

The legal issues raised in this section are addressed in the letter from A. Todd Littleworth, which is being submitted with this letter.

3.13 Section IV, p. 10, paragraph 4

Additional new information clearly demonstrates the groundwater plume was not adequately characterized and, in fact, underlies the eastern part of the shopping center and commingles with a different CVOC plume associated with the former P&K Cleaners (Site 1).

Chevron Comment:

The Staff Report does not identify the "new information" to which it refers. As is discussed, below, in Section 3.14 contamination from the USTs associated with the service station have been adequately characterized. CVOCs detected beneath the Gregory Village Mall parking lot are likely associated with the Site 2 dry cleaning business (or other upgradient dry cleaning business) and have migrated via the former sanitary sewer line or backfill associated with the sewer that was located along the western Chevron property boundary (Arcadis, 2013).

3.14 Comments on Page 11, Section V, Evidence of Commingled Plume bullet points

This Section incorrectly assumes that groundwater flows from the service station property toward the north-northwest. As is discussed in Section 2.4 above, results from several years of routine groundwater monitoring have demonstrated that groundwater flow beneath the Site is toward the north-northeast. In addition, the Staff Report fails to take into consideration the

fact that PCE detected beneath the Gregory Village Shopping Mall parking lot is significantly less weathered than PCE downgradient (north-northeast) of the service station, and that this PCE may have migrated via the sewer line or the backfill of the sewer line along Linda Avenue. (Arcadis 2013, Slides 3 and 4 discussions).

Bullet 1

GS-3 is not located upgradient of P&K Cleaners. Based on groundwater monitoring data in the available 2011 through 2013 P&K quarterly groundwater monitoring reports, groundwater beneath P&K flows northerly with a couple variations north-northeasterly. Therefore, GS-3 is crossgradient of P&K. Additionally, according to groundwater monitoring data from the Chevron wells, groundwater beneath the site flows northeasterly.[3] Furthermore, GS-3 located approximately 20 feet from P&K Cleaners had grab-groundwater concentrations in 1997 of 830 micrograms per liter (µg/L) PCE and 240 µg/L TCE while between 1988 and 1997 the highest concentrations detected in EA-1, located immediately north of Site 2, were only 73 µg/L PCE and 300 µg/L TCE. PCE concentrations immediately downgradient of the 1705 Contra Costa Boulevard property have always been one order of magnitude lower than GS-3. Therefore, the concentrations detected in the 1997 GS-3 boring appear to be sourced from the P&K Cleaners release and/or PCE that may have migrated via the sewer line or the backfill of the sewer line along Linda Avenue.

Bullet 2

Before it was destroyed, EA-2, located adjacent to the former used-oil UST, contained CVOC concentrations of 3,100 µg/L PCE, 3,600 µg/L TCE, 2,900 µg/L cis-1,2-DCE, and 81 µg/L VC on May 12, 2003. However these data are insufficient evidence to assert a commingled plume. On May 12, 2003, Chevron wells MW-D and EA-1, located downgradient of EA-2 contained maximum concentrations of 56 µg/L PCE, 90 µg/L TCE, 55 µg/L cis-1,2-DCE, and no VC. These concentrations are two orders of magnitude lower than were detected in EA-2. This indicates concentrations are decreasing with distance downgradient of destroyed well EA-2.

Bullet 3

As is discussed above, CVOCs detected beneath the Gregory Village Shopping Center parking lot are not related to service station operations, and are most likely associated with releases of

[3] Terradex September 13, 2004 *Closure Request*

CVOCs from the dry cleaning business at Site 2, or other dry cleaners upgradient of Site 2, which migrated through the sanitary sewer or sanitary sewer backfill.

Bullet 4

In 2011, the grab-groundwater sample collected from CPT-1 at 15 fbg was initially reported as containing 380 µg/L TPHg and 3 µg/L MTBE; and, no BTEX was detected. However, as described in CRA's August 20, 2012 *Response to Erler & Kalinowski Inc. Comments on Additional Site Investigation Report and Conceptual Model* the 380 µg/L TPHg is a false positive of PCE. The library search of the chromatogram peaks in the TPHg range indicated the presence of TPHg in only 1 (CPT-6) of the original 24 groundwater samples that previously had TPHg detections when all peaks detected between C6 and C12 were added into the TPHg total, regardless of whether or not these components were actually petroleum hydrocarbons. Therefore, concentrations detected in CPT-1 are insufficient to assert a comingled plume.

3.15 Comments on Pages 14-17, Central Contra Costa County Sanitary (CCCSD) Discharger

The sanitary sewer line that appears to have run north-south along the east of Linda Drive (landscaped area of the service station) serving the service station and the dry cleaning operation was replaced in 1987. The former dry cleaner on the Southern parcel ceased operation by 1986.

There has been no investigation beneath the former sewer line that serviced the dry cleaning business formerly located at the southern portion of the Site. It is well understood that dry cleaning operations discharge PCE-laden water to sanitary sewers and that sanitary sewers are frequently release points for this contamination to be discharged to the environment. (*Dry Cleaners, A Major Source of PCE in Ground Water,* Central Valley Regional Water Quality Control Board, March 27, 1992) PCE detected in groundwater beneath the Gregory Village Shopping Center parking lot "may have migrated via the sewer line, or the backfill of the sewer line, along Linda Avenue[.]" (Arcadis 2013, p. 7). Additional investigation is needed to confirm whether the sewer lines and/or backfill are a source of CVOCS and whether the old sewer line was a discharge point of PCE from upgradient dry cleaners south of the site. Attachment D includes copies of CCCSD maps.

The Staff Report's statement that this sewer line served "the former Standard Oil automotive repair station" is misleading. In fact, there is no evidence of any discharge of CVOCs to the

sanitary sewer by the service station. And there is no evidence that an auto repair business was associated with the service station prior to 1972. The service station and associated repair business was operated by independent dealers who have not been named in the Tentative Order.

Yours truly,

CONESTOGA-ROVERS & ASSOCIATES

Brandon S. Wilken, PG 7564

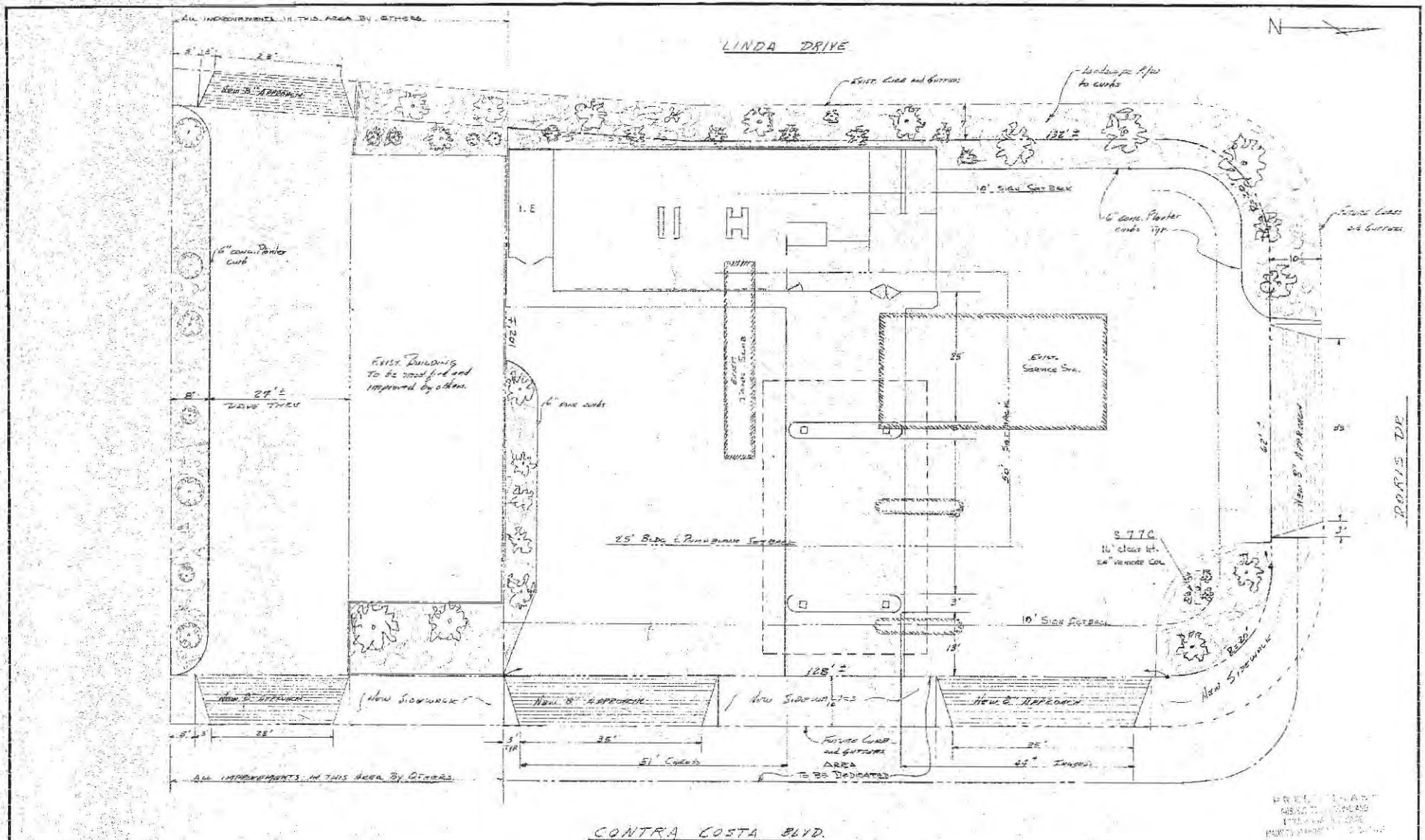
CH/aa/7
Encl.

Attachment A	Historical Maps
Attachment B	CRA'S April 7, 2014 Technical Report
Attachment C	Terradex Closure Figures
Attachment D	CCCSD Sanitary Sewer Maps

cc: Mr. Brian Waite, Chevron
A. Todd Littleworth, Esq., Chevron
Robert C. Goodman, Esq., Rogers Joseph O'Donnell, PC
Mr. Stephen Hill, RWQCB-SF
Mr. Kevin Brown, RWQCB-SF

ATTACHMENT A

HISTORICAL MAPS



LEGEND

Property Line	Telephone	Road Sign
Fence	Bldg. Lights	Stop Sign
Concrete Curb	Electrolier	Traffic Signal
Concrete Ramp	Street Electrolier	Fire Hydrant
Gasoline Lines	Electrolier, Air & Water	Chevron
Vent Lines	Air Outlet	Poster Board
Air Lines	Water Outlet or Post	Price Sign
Water Lines	Air & Water	Tree
Sewer Lines	Flag Pole	Manhole
Elec. Conduit	Telephone or Power Pole	Water Meter
Elec. Panel	Trolley Pole	
Junction Box	Guy Pole or Deadman	

EQUIPMENT

NAME	CAPACITY	TYPE	KIND	NO.
Pumps				1
				2
				3
Tanks				4
Ser. Sta. Bldg.				5
Service Bldg.				6
Compressor				7
Auto Lift				8
				9
				10

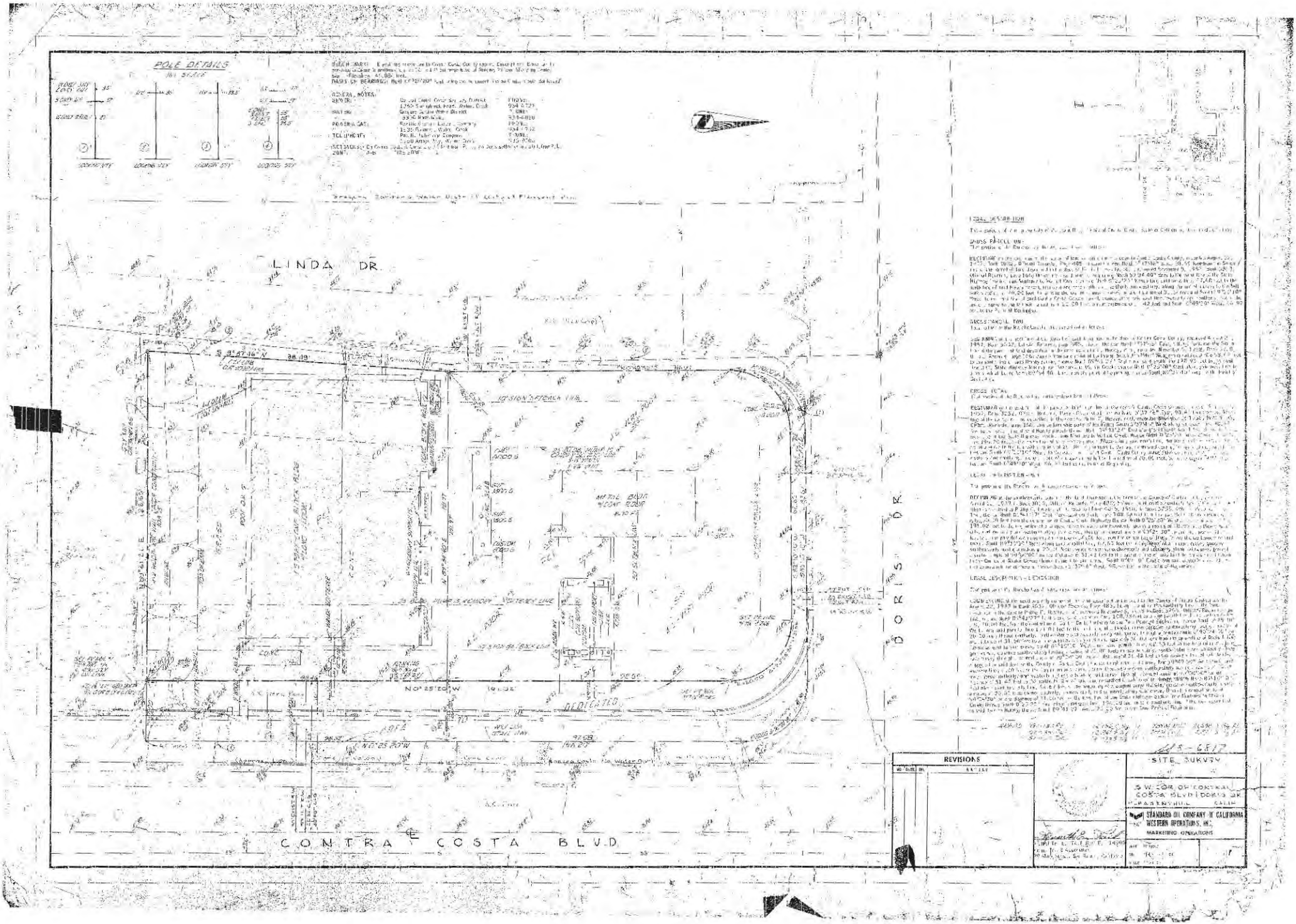
REVISIONS

NO.	NATURE	NAME	DATE	CHKD	APPR

PROPOSED
RECONSTRUCTION SS3-6817
PLEASANT HILLS

DATE 5/13/70
DR. DRZ. TR. CK. AP.
SCALE 1"=10'

CVXRSCHF0003967



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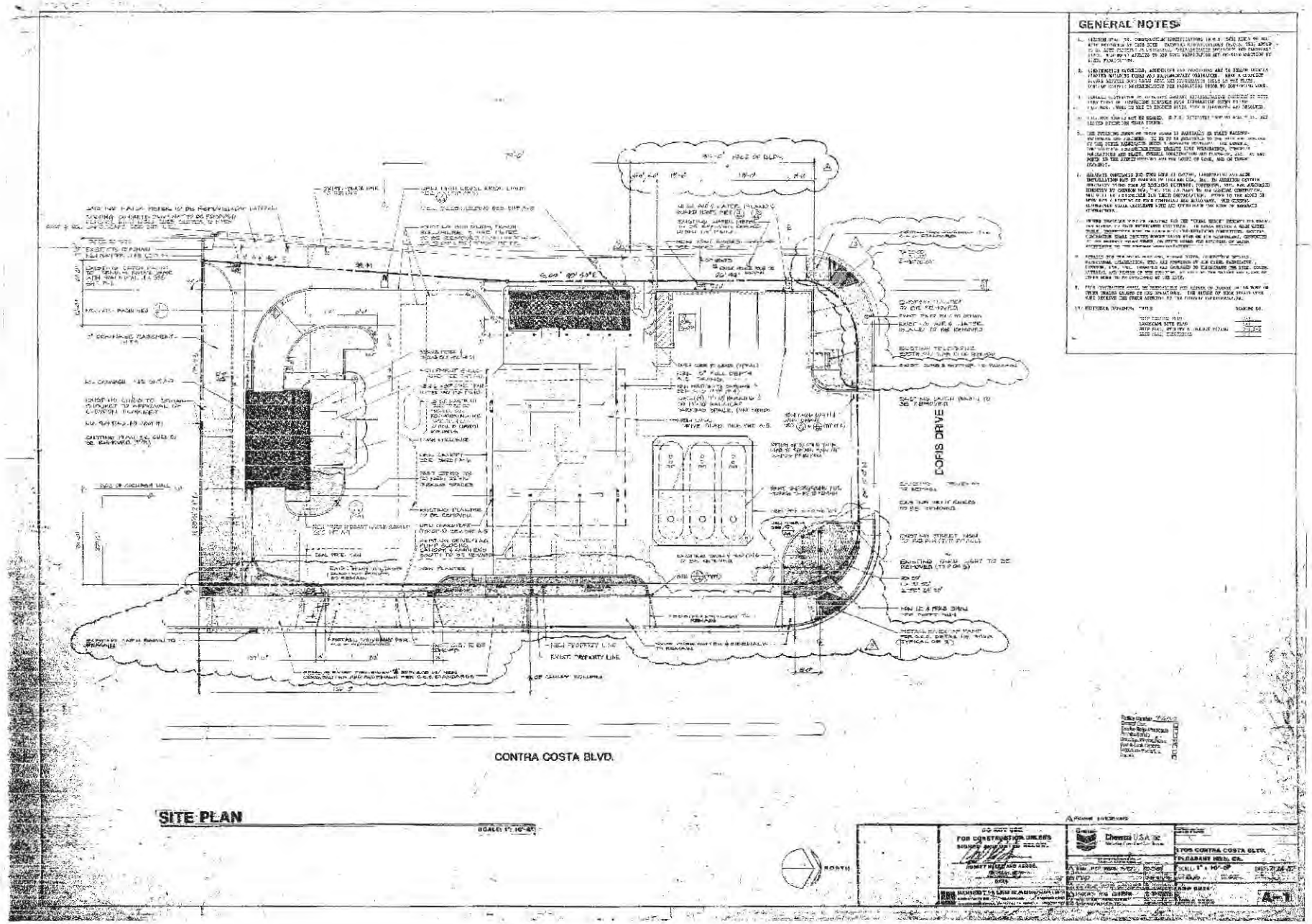


CVXRSCHF0004681

CONTRA COSTA BOULEVARD

DORIS DRIVE

LINDA AVENUE

N

0 10 20ft

LEGEND

- PARCEL BOUNDARY
- CPT BORING (2011)
- CPT BORING (2014)
- SOIL BORING (2014)
- CONFIRMATION SOIL SAMPLE
- TEMPORARY VAPOR PROBE
- PERMANENT VAPOR PROBE (2011)
- ABANDONED WELL
- TRAFFIC BOLLARD

NOTE: LOCATIONS OF BORINGS, VAPOR PROBES, AND ABANDONED WELLS ARE APPROXIMATE AND BASED ON HISTORICAL PLANS. OTHER SITE FEATURES ARE BASED ON HISTORICAL PLANS AND AERIAL IMAGERY.

VP-2
V22
CPT-15
C-1/MW-D
V15
V14
B
USTs
A
V16
V18
V17
P4
P5
V4
DISPENSER ISLANDS
P3
ESTIMATED LOCATION OF FORMER USED OIL UST EXCAVATION
V2
P2
P1
V19
CPT-11
CPT-29
CPT-28
V5
APPROXIMATE LOCATION OF FORMER DRY CLEANER
CPT-12
CPT-21
CPT-30
CPT-27
V1
UTILITY ELECTRIC
CAR WASH
TRASH ENCLOSURE
STORAGE
CPT-31
V10
#1
EA-2
CPT-26
CPT-13
V7
VP-1
CPT-32
CPT-25
SB-22/CPT-22
V3
CPT-24
APPROXIMATE LOCATION OF FORMER REMEDIATION PAD
CPT-33
SB-34
CPT-23
CPT-14
V8
V21
C-2/MW-C
VP-3
STATION BUILDING
VENT PIPES
V20
V9
V6
CPT-16
CPT-17
CPT-18
EA-3
V13
V12

Figure 2

SITE PLAN
CHEVRON SERVICE STATION 96817
1705 CONTRA COSTA BOULEVARD
Pleasant Hill, California

311741-2014(011)GN-EM002 JUL 31/2014

ATTACHMENT B

CRA'S APRIL 7, 2014 TECHNICAL REPORT

CONESTOGA-ROVERS & ASSOCIATES

5900 Hollis Street, Suite A
Emeryville, California 94608
Telephone: (510) 420-0700 Fax: (510) 420-9170
http://www.craworld.com

April 7, 2014 Reference No. 311741

Bruce H. Wolf
Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612

Re: Technical Report
Chevron Station 96817
1705 Contra Costa Boulevard
Pleasant Hill, California
RWQCB Cases 07-0437 and 07S0204

Dear Mr. Wolf:

Conestoga-Rovers & Associates (CRA) is submitting this *Technical Report* on behalf of Chevron Environmental Management Company (CEMC) in response to your letter dated March 5, 2014, to Todd Littleworth of the Chevron Corporation Law Department (Attachment A). CEMC is managing the investigation of the referenced property on behalf of Chevron U.S.A. Inc. (Chevron). The Regional Water Quality Control Board (RWQCB) requested additional information regarding the former dry cleaning operation located at 1709 Contra Costa Boulevard. In its letter, the RWQCB also made a number of statements that it claimed constituted "evidence" that the dry cleaning solvent, tetrachloroethylene (PCE), as well as the common industrial solvent, trichloroethylene (TCE), were released from former used-oil underground storage tanks (UST) at the referenced property. The additional requested information is presented as Attachment B and C, and a technical response to the RWQCB's assertions about PCE and TCE being released from used-oil USTs is presented below.

ADDITIONAL INFORMATION

The RWQCB requested the following additional information:

1. The December 1, 1986, *Land Status* document (Attachment B)
2. The isoconcentration maps referenced by Terradex, Inc. in their October 13, 2004 *Closure Request – Supplemental Information* (Attachment C)

3. Any information to show that tetrachloroethylene (PCE) was specifically used at the former dry cleaner parcel

Items 1 and 2 are presented as Attachments B and C.[1]

Regarding "information to show that PCE was specifically used at the former dry cleaner parcel," as you know, the dry cleaning business had vacated the 1709 Contra Costa Boulevard property prior to the time that Chevron purchased the property. Chevron thus has no knowledge concerning the operations of that business, and encourages the RWQCB to exercise its legal authority to gather information on historical operations. Based on our review of the GeoTracker site for the former dry cleaning business at 1709 Contra Costa Boulevard, it appears that the RWQCB issued a letter to One Hour Martinizing on September 17, 2013, requiring submission of a technical report concerning historical dry cleaning operations at the referenced property. GeoTracker does not include any response from One Hour Martinizing. In addition, it appears that on December 17, 2013, a member of your staff, Kevin Brown, uploaded a document characterized as "phonebook records from Pleasant Hill public library" to GeoTracker. These records include a 1966 telephone directory advertisement for a "One Hour Martinizing" business at 1709 Contra Costa Boulevard that states "We operate our own cleaning plant[.]" For your convenience we have attached this information that was posted to GeoTracker as Attachment D. It is unclear whether the RWQCB has sought information from former owners of the dry cleaning business at 1709 Contra Costa Boulevard. A "Notice of Bulk Transfer" filed with the Contra Costa Recorder's office on December 13, 1968, identifies Charles Grant Bostwick and Joanne Bostwick as the owners of the business, with Morris Elias Jorgenson and Jenoise M. Jorgenson as the purchasers. The "Notice of Bulk Transfer" is attached as Attachment E. Finally, as is discussed in greater detail below, the data from site investigations at the subject property also support the conclusion that the dry cleaning business is the likely source of PCE contamination that is present at the property.

RESPONSE TO FORMER DRY CLEANER OPERATIONS TIMEFRAME

RWQCB Comment, Page 1 We respectively disagree with your conclusion that there is no evidence of a dry cleaner on 1709 Contra Costa Boulevard property after December 31, 1986. A December 1, 1987, "Application for Permit" from the City of Pleasant Hill Building Department to a Chevron contractor states "DEMOLITION OF CHEVRON STATION & DRY CLEANERS

1 Confidential financial information in the Land Status document has been redacted.

FOR NEW CARWASH/MINI MART." The permit indicates the Dry Cleaner building was still on the property for nearly a year after Chevron purchased the 1705 and 1709 Contra Costa Boulevard parcels.

CRA RESPONSE

The RWQCB appears to confuse an operating dry cleaning business with a vacant building that formerly housed an operating dry cleaning business. Here, the building at 1709 Contra Costa Boulevard existed after December 31, 1986, but it was not a "dry cleaner" because it was vacant and there were no dry cleaning operations taking place. In the December 1, 1986, *Land Status* document (Attachment B) the building located at the former 1709 Contra Costa Boulevard property is described as "vacant." The *Land Status* document also states that "recently the dry cleaners' manager retired and removed all equipment." This is consistent with the telephone directory search that Mr. Brown uploaded to GeoTracker. The 1984 telephone directory includes a listing for a "J's Pleasant Hill Cleaners" at 1709 Contra Costa Boulevard, along with a number of other "J's" cleaners throughout Contra Costa County. The 1986 telephone directory includes no listing for a "J's" dry cleaning business at 1709 Contra Costa Boulevard.

RESPONSE TO RWQCB "EVIDENCE" CONCERNING PCE AND TCE RELEASE AT FORMER CHEVRON-BRANDED GASOLINE SERVICE STATION

This section is in response to the series of bullet points at pages 2 and 3 of your letter that purport to present "evidence" of a PCE and TCE release from the former service station's used-oil USTs. We address each of these bullet points below. As a general comment, the RWQCB continues to rely on historical data that have been shown to have several gaps as demonstrated by data collected in 2011. Furthermore, the RWQCB continues to primarily focus on data collected only in or adjacent to the former used-oil USTs location, ignoring the entire data set that shows a much larger source of PCE located directly upgradient of the used-oil USTs, on the former dry cleaner site. The RWQCB's 10 bullet points, and CRA's responses, are presented below.

Bullet 1 In January 1988, following the exhumation of a relatively new fiberglass waste oil UST by Chevron, the chlorinated solvents PCE and TCE, and several petroleum-related constituents, were detected in soil samples collected within the tank pit at a depth of 10 feet (2 feet below the bottom of the fiberglass UST). The fiberglass UST was installed in 1986 by

Chevron as a replacement for a former steel waste oil UST (which had been installed in 1972 on the original dry cleaner parcel by Chevron). The available soil data, and notes and photos of the steel UST documenting its condition after it was removed, indicates the former steel tank was a "leaker."

CRA RESPONSE

CRA reviewed the City and County records uploaded to Geotracker by RWQCB (Kevin Brown) between October 2013 and January 2014. No reference to a former used-oil UST removed in 1986 and 1988 being characterized as a "leaker" was located. Contra Costa County inspector notes dated May 16, 1986, state that the used-oil UST had ¼-inch holes on the bottom and side of the UST and approximately 20-gallons of sludge was still present in the UST. Notes dated January 6, 1988, state "no leaks." These notes are included in Attachment F.

The statement in Bullet 1 does not provide evidence of a release of PCE or TCE from the used-oil USTs. As a preliminary matter, no support is provided for the statement that a used-oil UST was installed on the dry cleaner parcel (1709 Contra Costa Boulevard) in 1972. Chevron did not lease that property, which was occupied by a completely unrelated business – the dry cleaner. Both used-oil USTs were placed north of the boundary between the two parcels[2] not "on the original dry cleaner parcel" as stated above in the RWQCB's statement.

Historical and recent 2011 soil data (CRA, 2012b) collected from beneath the former used-oil UST does not indicate the former used-oil UST as a source of the PCE or TCE (Arcadis, 2013, pg. 5). The concentration of PCE detected in soil samples collected from the location of the former dry cleaning facility during the 2011 investigation [CPT-13, CPT-14 and VP-1] indicates the presence of a residual source area for PCE in the vicinity of the former dry cleaner operation (Arcadis, 2013, pg. 4). This PCE source area is directly upgradient of the former used-oil UST; therefore the chlorinated solvent concentrations detected in and around the former used-oil UST are likely from the former dry cleaner located directly upgradient.

In addition, total oil and grease (TOG) concentrations detected in soil during the removal of the former used-oil USTs are not indicative of a significant release from the former used-oil USTs:

2 Site plans in Blaine Tech Services, Inc.'s reports documenting the former used-oil UST removal activities dated May 29, 1986 and February 22, 1988 show the former used-oil USTs located on the north side of the "property boundary".

- On May 16, 1986, TOG was detected at a concentration of only 11 milligrams per kilogram (mg/kg) at 8 feet below grade (fbg), and
- On January 1, 1988, during the removal of the second used-oil UST TOG was detected at 50 mg/kg at 10 fbg

If a significant release had occurred, TOG concentrations would likely be much higher in magnitude. Furthermore, PCE and TCE were detected in a 1988 soil sample collected below the second used-oil UST at concentrations that are consistent with an upgradient groundwater source of PCE. (PCE and TCE results: 0.200 and 0.035 mg/kg, respectively) (CRA, 2012a, pg. 9).

Bullet 2 ***A May 24, 1988, report from EA Engineering, Science, and Technology, Inc. (EA) to Chevron U.S.A. Inc. states "Since tetrachloroethylene (PCE) is the predominant solvent used in dry cleaning in the United States, there is a high probability that PCE was stored at the site while the dry cleaner existed. PCE is used as a metal cleaning solvent, may also have gotten into the waste oil tank, which although it is more probable that the tank had trichloroethylene (TCE), since this is the major chlorinated solvent used in metal cleaning."***

CRA RESPONSE

The May 24, 1988, EA report includes no evidence that either PCE or TCE was present in the used-oil UST. EA merely stated the fact that PCE was a primary solvent used in historical dry cleaning operations and that TCE is used in metal cleaning. Your letter ignores EA's statement (in the May 24, 1988, report) that "[b]ecause biological dechlorination of PCE to TCE can occur, the dry cleaner could be the source of all the contaminants." As is discussed elsewhere in this response, additional data have been collected since 1988 that indicate a significant PCE source area directly upgradient of the former used-oil UST. In addition, the isotopic analysis of groundwater samples indicates that the TCE detected in groundwater is a result of PCE degrading to TCE and cis-1,2-dichloroethylene (DCE), which are degradation by-products of PCE (Arcadis, 2013, pg. 5, item b).

Bullet 3 ***In 1988, numerous soil vapor samples were collected on- and off-site by EA, and the highest concentrations of PCE and TCE were detected in a vapor sample collected within the pit where the former steel waste oil UST was located.***

And

Bullet 4 ***A February 3, 1989, EA report to Chevron states "In general, the levels of PCE were approximately 10 times as high as those found for TCE. The survey indicated high levels of chlorinated hydrocarbons in the southern area of the site, in the vicinity of the former waste oil tank."***

And

Bullet 5 ***The February 3, 1989, EA report contains this conclusion:***

- ***The chlorinated hydrocarbons detected at the Pleasant Hill site are tetrachloroethylene (PCE), trichloroethylene (TCE), cis-1,2-dichloroethylene (DCE), trans-1,2-dichloroethylene (also DCE), vinyl chloride (VC), chloromethane, methylene chloride, chloroform, and 1,2-dichloroethane. There are two suspected sources of these compounds at the site: the former dry cleaner and the former waste oil tank. PCE is the major dry cleaning solvent used in the United States (Reich 1979). TCE is only rarely used in dry cleaning but is frequently used in metal degreasing (Schneberger 1979; Kimbrough et al. 1985).***

And

Bullet 6 ***A groundwater pump and treat remediation system, operated by Chevron for about 5 years as an interim measure to mitigate high concentrations of on-site chlorinated solvents and petroleum hydrocarbons in shallow groundwater beneath the property, mainly utilized monitoring well EA-2, a well installed directly adjacent to the former steel waste oil tank. A 1989 report stated "Well EA-2 was installed near SVCA point V10 (the location of the former waste oil tanks), the point of highest chlorinated hydrocarbons in the soil gas."***

CRA RESPONSE

None of these four statements includes any evidence that either PCE or TCE was used by the independent third party dealers who operated the service station.

Beyond that, the statements ignore actual evidence that has been submitted to the RWQCB. The distribution of PCE and TCE soil vapor concentrations collected and depicted by EA are an artifact of the distribution of sample points. The February 3, 1989, EA report stated that soil vapor in the dry cleaner source area "could not be explored," and thus "the interpolations of concentrations in this area must be considered more uncertain than for other areas of the site."

As shown on Figure 2, the only vapor samples collected upgradient of temporary soil vapor probe V10 and the used-oil UST are temporary soil vapor probes V7 and V8, which are located upgradient of the former dry cleaner (not in the footprint of the former dry cleaner and PCE source area). The highest historical PCE concentrations in soil were detected in soil samples collected from boring CPT-14, which is located in the footprint of the former dry cleaner. The nearest soil vapor sample to CPT-14 is over 30 feet away.

Prior to 2011, no soil or grab-groundwater data were collected upgradient from well EA-2 to further investigate the dry cleaner as the source of chlorinated hydrocarbons. Therefore, the RWQCB is drawing conclusions about the source of chlorinated solvent concentrations in soil vapor, soil, and groundwater with a data set that contains significant data gaps. CRA submitted the *Work Plan for Additional Site Investigation* to the RWQCB dated December 18, 2013 to further investigate the source of chlorinated solvents in subsurface soils and groundwater. CRA is currently coordinating to complete this scope of work to provide additional data.

Bullet 7 On May 12, 2003, PCE and TCE were detected in a groundwater sample from monitoring well EA-2 at very high concentrations (3,100 µg/L and 3,600 µg/L, respectively).

CRA RESPONSE

This statement does not identify any evidence that either PCE or TCE was used by the independent third party dealers who operated the service station.

The concentrations of PCE and TCE detected at EA-2 are consistent with the existence of an upgradient dry cleaner source. In addition, concentrations of PCE and TCE at EA-3, which is upgradient to crossgradient of the used-oil USTs, were actually higher than concentrations of PCE and TCE in EA-2. Arcadis states in the Arcadis Memo (pg. 5, "Groundwater Data", bullet 2):

> The highest concentration of PCE in groundwater (maximum detection of 5,000 µg/L) was detected at well EA-3 in January, 1989, slightly more than 2 years after the dry cleaner reportedly ceased operations. EA-3 is located adjacent to the sewer line in Linda Avenue. This location is upgradient from the location of the former dry cleaner when considering groundwater flow direction and indicates potential migration via a preferential pathway associated with the sewer piping and/or backfill associated with

that piping from the former dry cleaning facility to the sewer line, and/or a potential upgradient source, and subsequent release to groundwater.

EA-3 had the highest concentration of PCE detected in groundwater and was located over 70 feet upgradient to crossgradient of the former used-oil UST and EA-2. EA-3 was located near a sewer line that was associated with the former dry cleaning facility, which indicates the former dry cleaner as a source of PCE or another unknown upgradient source(s). Once again, the RWQCB continues to primarily focus on data collected only in or adjacent to the former used-oil USTs location, ignoring the entire data set that shows a large source of PCE located directly upgradient on the former dry cleaner site.

Furthermore, based on isotopic analysis of samples, the TCE detected in groundwater is a result of PCE degrading to TCE and DCE as it moves through the petroleum hydrocarbon plume (Arcadis, 2013, pg. 5, item b).

Bullet 8 On December 7, 2011, a soil sample collected at a depth of 5 feet from vapor probe boring VP-1, a boring advanced adjacent to the former waste oil UST, contained PCE and TCE at 1.2 mg/kg and 1.4 mg/kg, respectively.

And

Bullet 9 On December 20, 2011, a soil sample collected at a depth of 9.5 feet from boring CPT-13, advanced adjacent to/within the former waste oil tank pit, contained PCE at 0.34 mg/kg and TCE at 0.21 mg/kg.

CRA RESPONSE

These statements do not identify any evidence that either PCE or TCE was used by the independent third party dealers who operated the service station.

The RWQCB ignores the fact that VP-1 and CPT-13 are located directly downgradient of the former dry cleaner. The highest PCE concentrations in soil were detected in CPT-14 located in the footprint of the former dry cleaner, which suggests the source is the former dry cleaner or another unknown upgradient source(s). Regarding potential upgradient sources, we note that a *Notice of Intended Sale* recorded with the Contra Costa County Recorder's Office on April 21, 1961, refers to a sale of the Gregory Village Annex Launderette located at 1745 Contra

Costa Highway. A copy of this *Notice of Intended Sale* is attached as Attachment G. Similarly, the 1956 telephone directory page that Mr. Brown uploaded to GeoTracker references a "One Hour Martinizing No. 2" located at 1942 Linda Drive, slightly south and west (upgradient) of the service station property. It is unknown whether the 1745 Contra Costa Boulevard and 1942 Linda Drive properties have ever been investigated. The 1745 Contra Costa Boulevard property is adjacent to the former Deen Pierce paint store at 1725 Contra Costa Boulevard, where USTs containing mineral spirits were reportedly removed in 1986. It is unknown whether soil and groundwater were sampled for the presence of PCE and TCE at the time of the UST removal.

As stated previously, CRA is preparing to implement the *Work Plan for Additional Site Investigation* to further investigate the source of chlorinated solvents in subsurface soils and groundwater.

Bullet 10 Soil vapor samples collected on December 13, 2011, from VP-1 contained PCE and TCE at 2,500,000 µg/m³ and 2,100,000 µg/m³, respectively.

CRA RESPONSE

This statement does not identify any evidence that either PCE or TCE was used by the independent third party dealers who operated the service station.

Vapor probe VP-1 was installed in fill material likely related to the former used-oil USTs excavation, which is located directly downgradient of the former dry cleaner. The fill material has higher soil permeability than the surrounding fine grain soils that are predominate at the Site. This makes the former used-oil UST excavation a good environment to accumulate soil vapor. In addition, the presence of oxygen and the lack of water in the vadose zone soils (fill material) within the used-oil UST excavation would inhibit the degradation of PCE and TCE in soil vapor. Furthermore, no soil vapor data has been collected within the PCE source area located in the former dry cleaner footprint and upgradient of the former used-oil USTs.

As stated previously, the PCE and TCE detected in soil vapor are reflective of PCE and TCE detected in groundwater (Arcadis Memo, "Soil Gas Data", bullet 1, pg. 4). Zymax Forensics (Zymax) isotope analysis of several groundwater samples collected in 2011 also indicates the source of TCE detected in groundwater beneath the service station property is the degradation of PCE (Arcadis Memo, "Isotope Data", bullet 1, pg. 6). Based on the previous (1988-1989) and

recent (2011) data and evaluations referenced in Arcadis U.S, Inc. (Arcadis), Zymax and CRA, the source of the PCE at the service station property is the former dry cleaner and/or an unknown upgradient source(s). In addition, CRA is preparing to implement the *Work Plan for Additional Site Investigation* dated December 18, 2013 to further investigate the source of chlorinated solvents in subsurface soils and groundwater. The scope of work includes additional borings to gather more soil data and install shallow and deep groundwater monitoring wells onsite and offsite to the north to confirm grab-groundwater data collected in 2011 and to better understand the groundwater gradient.

CONESTOGA-ROVERS & ASSOCIATES

April 7, 2014 Reference No. 311741

CLOSING

We appreciate your cooperation on this project. Please contact Brandon Wilken at (925) 849-1001 with any questions or comments regarding this submittal.

Sincerely,

CONESTOGA-ROVERS & ASSOCIATES

Celina Hernandez, PG 8931 Brandon S. Wilken, PG 7564

CH/mws /8

Figure 1 Vicinity Map
Figure 2 Site Plan

Attachment A Regulatory Correspondence
Attachment B Land Status Document
Attachment C Historical Isoconcentration Maps
Attachment D Pleasant Hill Public Library Phonebook Records
Attachment E Notice of Bulk Transfer
Attachment F Contra Costa County Health Services Department Records
Attachment G Notice of Intended Sale

cc: Mr. Brian Waite, Chevron *(electronic copy)*
Mr. Todd Littleworth, Chevron *(electronic copy)*
Mr. Robert Goodman, Rogers, Joseph, O'Donnell *(electronic copy)*
Mr. Peter Biffar, Terradex
M B Enterprises, Inc., Property Owner
Ms. Sue Loyd, CCCHSD

REFERENCES

Arcadis U.S., Inc. (Arcadis), *Memorandum*, October 30, 2013.

Conestoga-Rovers & Associates, Inc. (CRA), 2012a, *Response to Erler & Kalinowski, Inc. Comments on Additional Site Investigation Report and Conceptual Model,* August 20, 2012.

CRA, 2012b, *Additional Site Investigation Report and Site Conceptual Model*, March 2, 2012.

Zymax Forensics (Zymax), 2013, *Forensics Report for Groundwater Samples Collected in Pleasant Hill, California*, October 9, 2013.

FIGURES

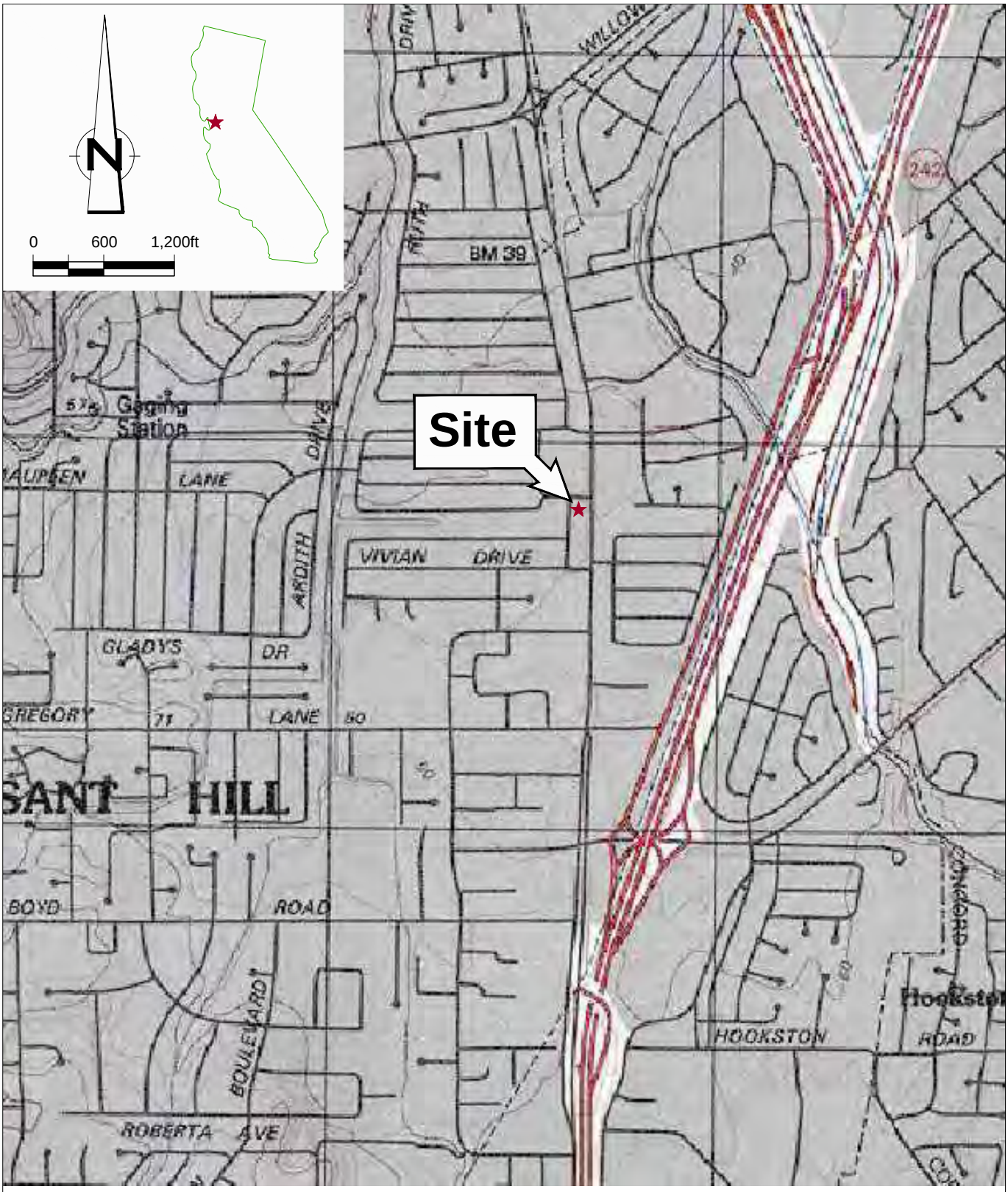
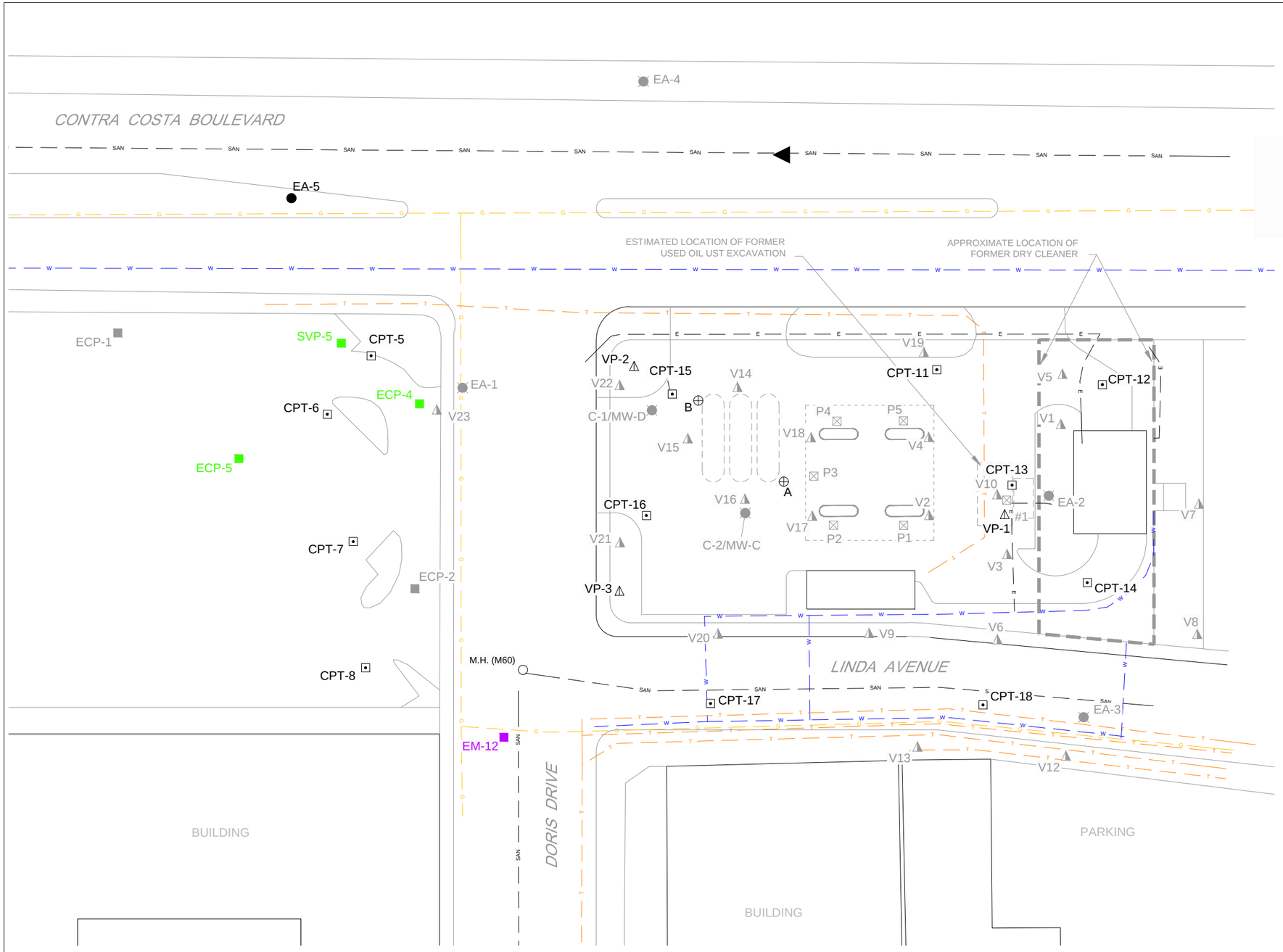


Figure 1

VICINITY MAP
CHEVRON SERVICE STATION 96817
1705 CONTRA COSTA BOULEVARD
Pleasant Hill, California

311741-95(008)GN-EM001 MAR 28/2014



LEGEND

- SAN — SANITARY SEWER
- E — ELECTRIC
- T — COMMUNICATION
- W — WATER
- G — GAS
- PARCEL BOUNDARY
- BORING LOCATION
- PERMANENT VAPOR PROBE LOCATION
- MONITORING WELL LOCATION
- ABANDONED WELL LOCATION
- TANK OBSERVATION WELL LOCATION
- P&K CLEANERS CPT BORING LOCATION
- P&K CLEANERS BORING LOCATION
- P&K CLEANERS MIP BORING LOCATION
- P&K CLEANERS MONITORING WELL LOCATION
- P&K CLEANERS MULTI-DEPTH SOIL VAPOR PROBE LOCATION
- P&K CLEANERS PREVIOUS BORING LOCATION
- M.H. (M59) MANHOLE (SEE NOTE 3)
- TEMPORARY SOIL VAPOR PROBE LOCATION
- CONFIRMATION SOIL SAMPLE LOCATION

NOTES:

1. ALL LOCATIONS ARE APPROXIMATE.
2. THE SELECTED APPROXIMATE PARCEL BOUNDARIES SHOWN WERE OBTAINED FROM THE CONTRA COSTA COUNTY ASSESSOR'S MAPS, BOOK 150, PAGE 05 AND 04, AND BOOK 152, PAGE 22.
3. MANHOLE NUMBERS CORRESPOND TO THE NUMBERING SYSTEM EMPLOYED BY THE CCCSD. ALL OTHERS ARE INVESTIGATION ARE SHOWN IN BOLD.
4. FIGURE BASED ON ERLER & KALINOWSKI, INC. DRAWING.
5. USED OIL UST LOCATION IDENTIFIED BY THE PRESENCE OF FILL IN BORINGS VP-1 AND CPT-13.

Figure 2

SITE PLAN
CHEVRON SERVICE STATION 96817
1705 CONTRA COSTA BOULEVARD
Pleasant Hill, California

SOURCE: MORROW SURVEYING, DATED 12/29/11.

ATTACHMENT A

REGULATORY CORRESPONDENCE

CALIFORNIA
Water Boards

EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIQUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

San Francisco Bay Regional Water Quality Control Board

March 5, 2014
File Nos. 07-0437, 07S0204 (KEB)

Chevron U.S.A Inc. – Chevron Law Department
Attn.: A. Todd Littleworth
6001 Bollinger Canyon Road
San Ramon, CA 94583

Sent via email: TLittleworth@chevron.com

SUBJECT: Requirement to Submit a Technical Report - Chevron Service Station #9-6817 and Former Dry Cleaner, 1705 Contra Costa Boulevard, APN 150-103-016, Pleasant Hill, Contra Costa County

Dear Mr. Littleworth:

This letter requires Chevron U.S.A Inc. (Chevron) to submit environmental data for the subject property, and a technical report is due in our office by April 7, 2014. This requirement to submit a technical report is separate from the upcoming issuance of a Site Cleanup Requirements order for the site.

Your January 31, 2014, letter requested copies of building permits and aerial photographs showing that the dry cleaner was still present at the site in 1987. This information has been uploaded to GeoTracker. We gathered the above-referenced information from public agencies and an Internet search after your last PRA request of December 6, 2013, which is why they were not previously produced. This detail was discussed with Chevron's environmental consultant, CRA, during a telephone conversation on January 15, 2014. Please advise whether you also desire hard copies, and we will have our custodian of records send them to you with an invoice.

We respectfully disagree with your conclusion that there is no evidence of a dry cleaner on the 1709 Contra Costa Boulevard property after December 31, 1986. A 1987 aerial photograph (taken between June and September 1987) clearly shows a building within the southern portion of the property; the building is likely the former dry cleaner, and the location is consistent with site plans and related information recently provided by Chevron. A December 1, 1987, "Application for Permit" from the City of Pleasant Hill Building Department to a Chevron contractor states "DEMOLITION OF CHEVRON STATION & DRY CLEANERS FOR NEW CARWASH/MINI MART." The permit indicates the dry cleaner building was still on the property for nearly a year after Chevron purchased the 1705 and 1709 Contra Costa Boulevard parcels. If you have documents that indicate otherwise, please forward that information to us.

Your letter also requests evidence of a release of tetrachloroethylene (PCE) from former waste oil USTs at the site (we also believe TCE was released from a former steel waste oil UST). That evidence includes, but is not limited to, the following:

- In January 1988, following the exhumation of a relatively new fiberglass waste oil UST by Chevron, the chlorinated solvents PCE and TCE, and several petroleum-related constituents, were detected in soil samples collected within the tank pit at a depth of 10 feet (two feet below the bottom of the fiberglass UST). The fiberglass UST was installed in 1986 by Chevron as a replacement for a former steel waste oil UST (which had been installed in 1972 on the original dry cleaner parcel by Chevron). The available soil data, and notes and photos of the steel UST documenting its condition after it was removed, indicates the former steel tank was a "leaker."
- A May 24, 1988, report from EA Engineering, Science, and Technology, Inc. (EA) to Chevron U.S.A. Inc. states "Since tetrachloroethylene (PCE) is the predominant solvent used in dry cleaning in the United States, there is a high probability that PCE was stored at the site while the dry cleaner existed. PCE is used as a metal cleaning solvent, may also have gotten into the waste oil tank, which although it is more probable that the tank had trichloroethylene (TCE), since this is the major chlorinated solvent used in metal cleaning."
- In 1988, numerous soil vapor samples were collected on- and off-site by EA, and the highest concentrations of PCE and TCE were detected in a vapor sample collected within the pit where the former steel waste oil UST was located.
- A February 3, 1989, EA report to Chevron states "In general, the levels of PCE were approximately 10 times as high as those found for TCE. The survey indicated high levels of chlorinated hydrocarbons in the southern area of the site, in the vicinity of the former waste oil tank."
- The February 3, 1989, EA report contains this conclusion:
    - *The chlorinated hydrocarbons detected at the Pleasant Hill site are tetrachloroethylene (PCE), trichloroethylene (TCE), cis-1,2-dichloroethylene (DCE), trans-1,2-dichloroethylene (also DCE), vinyl chloride (VC), chloromethane, methylene chloride, chloroform, and 1,2-dichloroethane. There are two suspected sources of these compounds at the site: the former dry cleaner and the former waste oil tank. PCE is the major dry cleaning solvent used in the United States (Reich 1979). TCE is only rarely used in dry cleaning but is frequently used in metal degreasing (Schneberger 1979; Kimbrough et al. 1985).*
- A groundwater pump and treat remediation system, operated by Chevron for about five years as an interim measure to mitigate high concentrations of on-site chlorinated solvents and petroleum hydrocarbons in shallow groundwater beneath the property, mainly utilized monitoring well EA-2, a well installed directly adjacent to the former steel waste oil tank. A 1989 report stated "Well EA-2 was installed near SVCA point V10 (the location of the former waste oil tanks), the point of highest chlorinated hydrocarbons in the soil gas."

- On May 12, 2003, PCE and TCE were detected in a groundwater sample from monitoring well EA-2 at very high concentrations (3,100 µg/L and 3,600 µg/L, respectively).
- On December 7, 2011, a soil sample collected at a depth of five feet from vapor probe boring VP-1, a boring advanced adjacent to the former waste oil UST, contained PCE and TCE at 1.2 mg/kg and 1.4 mg/kg, respectively.
- On December 20, 2011, a soil sample collected at a depth of 9.5 feet from boring CPT-13, advanced adjacent to/within the former waste oil tank pit, contained PCE at 0.34 mg/kg and TCE at 0.21 mg/kg.
- Soil vapor samples collected on December 13, 2011, from VP-1 contained PCE and TCE at 2,500,000 µg/m^3 and 2,100,000 µg/m^3, respectively.

There is little doubt a dry cleaner once operated on the southern part of the property. According to telephone books reviewed at the Pleasant Hill Public Library, a dry cleaning business operated on the former 1709 Contra Costa Blvd. property from at least 1962 through 1984. A permit from the City of Pleasant Hill Building Department, dated August 17, 1971, describes proposed construction activities at 1709 Contra Costa Blvd. to consist of "REMODEL DRY CLEANERS." (The renovation of the dry cleaner coincided with a major rebuilding of the Standard Oil service station site at 1705 Contra Costa Blvd.). The telephone book records and building permit are available in GeoTracker.

An undated "LEASE AGREEMENT" (previously provided to the Regional Water Board by Chevron on October 26, 2011), reportedly covering the dry cleaner parcel and covering a five year time period between September 1, 1981, and August 31, 1986, states "Lessees shall use the premises for a dry cleaning establishment ..." The lease agreement contains the names of prior property owners, Ned and Marjorie P. Robinson and Philip M. Lehrman and Jane A. Lehrman, and a previous operators of the dry cleaner, Morris E. Jorgenson and Genoise M. Jorgenson.

In that same vein, please provide our office with the December 1, 1986, *Land Status* document (see Page 5 of Chevron's June 18, 2009, *Technical Report on Site History*). The document, which purports to contain information that all dry cleaner-related equipment had been removed by the Jorgensons before December 1, 1986, has not been furnished to the Regional Water Board. (We have also not received previously-requested isoconcentration maps that were referenced in a report from Terradex).

We have located no documents, such as hazardous waste manifests or permits, to indicate PCE was used at the former dry cleaner; it most likely was used in dry cleaning activities, but again we have no specific documentation. If Chevron has specific records showing PCE was used at the former dry cleaner, please provide that information to us.

Requirement for Technical Report

Chevron is hereby required to submit a technical report containing the following information by April 7, 2014:

- The December 1, 1986, *Land Status* document;

- The isoconcentration maps referenced by Terradex, Inc. in their October 13, 2004, report, *Closure Request – Supplemental Information*; and
- Any information to show that PCE was specifically used at the former dry cleaner parcel.

This requirement for a report is made pursuant to Water Code Section 13267, which allows the Regional Water Board to require technical or monitoring program reports from any person who has discharged, discharges, proposes to discharge, or is suspected of discharging waste that could affect water quality. The attachment provides additional information about Section 13267 requirements. Any extension to the above deadline must be confirmed in writing by Regional Water Board staff.

Please submit all documents in electronic format to the State Water Resources Control Board's Geotracker database. Guidance for electronic information submittal is available at http://www.waterboards.ca.gov/cwphome/ust/cleanup/electronic_reporting/index.html. All reports submitted should have the Regional Board file numbers 07-0437 and 07S0204 on the first page of the report. Copies of all reports and other correspondence should be sent to the Contra Costa County Health Services Department (CCCHSD) in Martinez.

If you have any questions, please contact Kevin Brown of my staff at (510) 622-2358 or via e-mail at KEBrown@waterboards.ca.gov.

Sincerely,

Digitally signed by Stephen Hill
Date: 2014.03.05 12:55:09 -08'00'

Bruce H. Wolfe
Executive Officer

Attach: Fact Sheet – Requirements For Submitting Technical Reports Under Section 13267 of the California Water Code

cc: Mailing List

Mailing List

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EFirestone@aol.com

Gregory Village Properties, L.P.
Attn: Mary Haber, Esq.
121 Spear Street, Suite 250
San Francisco, CA 94105
Mary_Haber@villageprop.com

EKI
Attn: Steve Miller, P.E.
1870 Ogden Drive
Burlingame, CA 94010-5306
SMiller@ekiconsult.com

Cornerstone Law Group
Attn: Leah S. Goldberg, Attorney at Law
575 Market Street, Suite 3050
San Francisco, CA 94105
LGoldberg@cornerlaw.com

Meyers Nave
Attn: Kent Alm, Attorney at Law
555 12th Street, Suite 1500
Oakland, CA 94607
KAlm@meyersnave.com

CCCSD
Attn: Timothy Potter
5019 Imhoff Place
Martinez, CA 94553-4392
TPotter@centralsan.org

Paladin Law Group LLP
Attn: John R. Till, Attorney at Law
1176 Boulevard Way
Walnut Creek, CA 94595
JTill@PaladinLaw.com

Contra Costa County Public Health
Attn: Wendel Brunner, MD
651 Pine Street, North Wing
Martinez, CA 94553
DBarr@cd.cccounty.us

City of Pleasant Hill
Attn: June Catalano, City Manager
100 Gregory Lane
Pleasant Hill, CA 94523
JCatalano@ci.pleasant-hill.ca.us

CALIFORNIA
Water Boards

Edmund G. Brown Jr.
Governor

Matthew Rodriguez
Secretary for
Environmental Protection

San Francisco Bay Regional Water Quality Control Board

Fact Sheet – Requirements for Submitting Technical Reports under Section 13267 of the California Water Code

What does it mean when the Regional Water Board requires a technical report?
Section 13267[1] of the California Water Code provides that "...the regional board may require that any person who has discharged, discharges, or who is suspected of having discharged or discharging, or who proposes to discharge waste...that could affect the quality of waters...shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires."

This requirement for a technical report seems to mean that I am guilty of something, or at least responsible for cleaning something up. What if that is not so?
The requirement for a technical report is a tool the Regional Water Board uses to investigate water quality issues or problems. The information provided can be used by the Regional Water Board to clarify whether a given party has responsibility.

Are there limits to what the Regional Water Board can ask for?
Yes. The information required must relate to an actual or suspected or proposed discharge of waste (including discharges of waste where the initial discharge occurred many years ago), and the burden of compliance must bear a reasonable relationship to the need for the report and the benefits obtained. The Regional Water Board is required to explain the reasons for its request.

What if I can provide the information, but not by the date specified?
A time extension may be given for good cause. Your request should be promptly submitted in writing, giving reasons.

Are there penalties if I don't comply?
Depending on the situation, the Regional Water Board can impose a fine of up to $5,000 per day, and a court can impose fines of up to $25,000 per day as well as criminal penalties. A person who submits false information or fails to comply with a requirement to submit a technical report may be found guilty of a misdemeanor. For some reports, submission of false information may be a felony.

Do I have to use a consultant or attorney to comply?
There is no legal requirement for this, but as a practical matter, in most cases the specialized nature of the information required makes use of a consultant and/or attorney advisable.

What if I disagree with the 13267 requirements and the Regional Water Board staff will not change the requirement and/or date to comply?
You may ask that the Regional Water Board reconsider the requirement, and/or submit a petition to the State Water Resources Control Board. See California Water Code sections 13320 and 13321 for details. A request for reconsideration to the Regional Water Board does not affect the 30-day deadline within which to file a petition to the State Water Resources Control Board.

If I have more questions, whom do I ask?
Requirements for technical reports include the name, telephone number, and email address of the Regional Water Board staff contact.

Revised May 2012

[1] All code sections referenced herein can be found by going to www.leginfo.ca.gov

ATTACHMENT B

LAND STATUS DOCUMENT

REDACTED

Net Book Value:

Land - 0; facilities - $

RCIP Team Review Date:

Endorsed on October 6, 1986. Approved for GXC or GIC with graduated volume of GPM over three years. Acquisition of existing service station site and adjacent parcel required.

LAND STATUS:

We presently lease the station property from Phil Lehrman and Ned Robinson. They own the station property and the dry cleaning operation next door. Our efforts over the past years have been to buy both parcels in order to reconstruct in the future.

The Lehrman/Robinson partnership has been less than amiable, and past attempts to purchase the parcels have been futile. Lehrman is involved in real estate and has always wished to sell. Robinson is a prominent Walnut Creek/Oakland attorney and has not been motivated to sell as the lease rental will be an income source during retirement.

Recently the dry cleaners' manager retired and removed all equipment. The building is 36 years old and in need of major repairs. Robinson has the opportunity to reopen and lease the building to a dry cleaning firm at rental terms of $1.10/SF or $33M/year. Due to the cost of repairs, the motivation of the Lessors to dissolve the partnership and our consistent negotiating sessions, our Lessors have agreed to sell both parcels and the vacant structure for They wish to close escrow by December 31, 1986.

REDACTED

Land Value - Appraised Market Value:

Appraiser	Date	Amount

REDACTED

Appraisal Analysis:

REDACTED

ATTACHMENT C

HISTORICAL ISOCONCENTRATION MAPS

TERRADEX

October 14, 2004

Mr. Martin Musonge
California Regional Water Quality Control Board – San Francisco Bay Region
1515 Clay St. Suite 1400
Oakland, CA 94612

Re: Closure Request – Supplemental Information
Chevron Service Station 9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California 94523
Regional Board Case # 07-0437
Local Agency Case # 62918

Dear Mr. Musonge:

Pursuant to your request on October 8, 2004 at a meeting to review closure of the subject site, the following information is transmitted:

- **Concentration Trend Charts by Well.** Two charts per well are transmitted. The first contains historical petroleum concentrations with constituent compounds. This chart also presents historical groundwater quality elevation. A second chart represents halogenated volatile organic compounds. Only those halogenated compounds that showed significant concentrations at the site were charted. We examined the use of an arithmetic y-axis, and found that the range of data did not permit presenting the historical record; therefore, we continued to use a logarithmic basis on the axis.

- **Iso Concentration Maps.** Isoconcentration maps for the years 1989, 1985 and 2003 are presented. These are the only years when all site wells were sampled, so best represent the site wide conditions. Within a given year the maximum concentration for a well is presented. We selected total petroleum hydrocarbons as gasoline as representative of petroleum trends, and tetrachloroethene as representative of halogenated volatile organic trends. The interpretation represents a stable and attenuating plume.

After your review of these exhibits, and anticipating there acceptance, Terradex will prepare a site closure summary form for your use. Please call Bob Wenzlau at 866-461-5100 if you have any questions or comments.

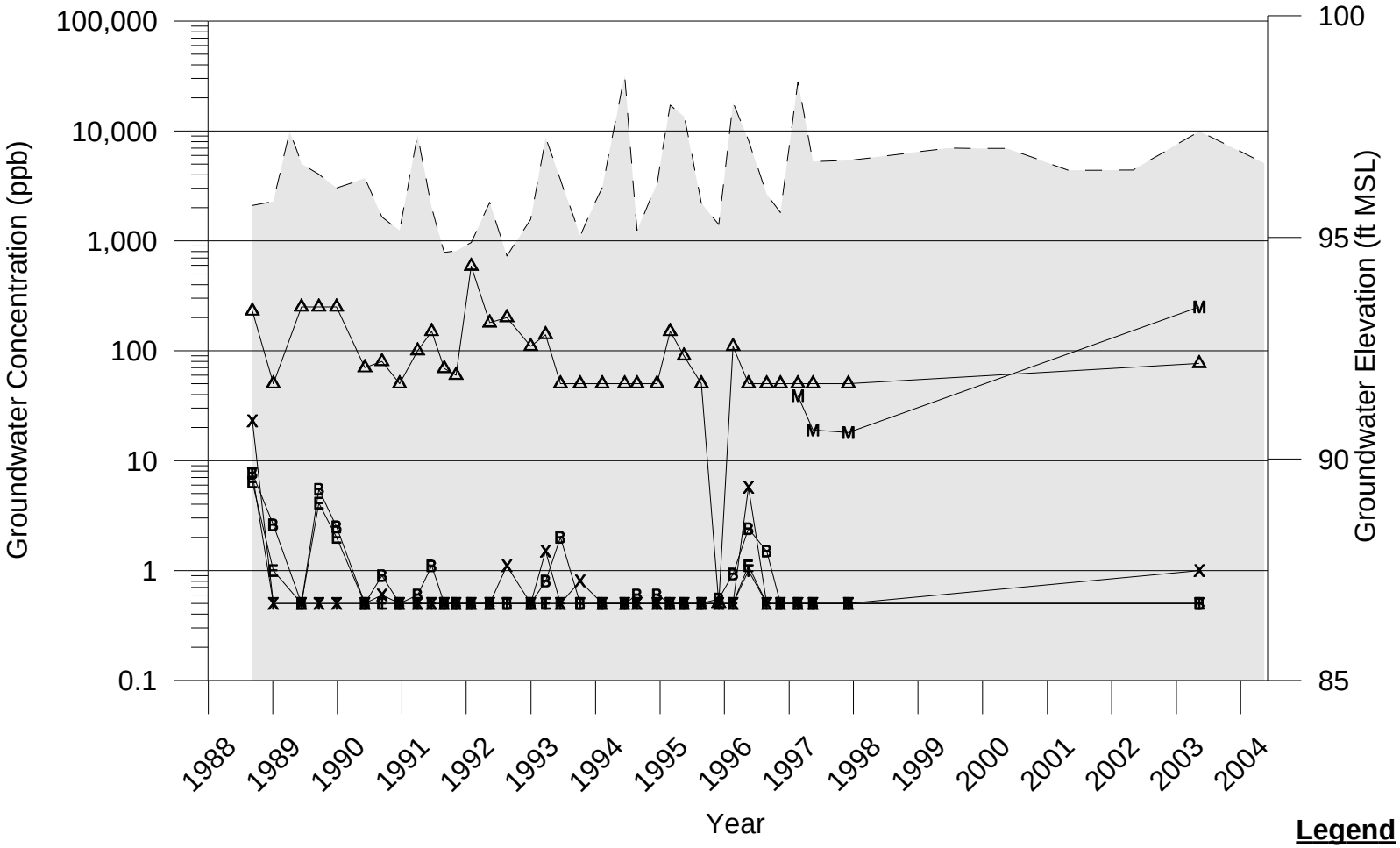
Sincerely,

Terradex, Inc.

Robert K. Wenzlau, P.E.
Senior Engineer

cc. Tom Bauhs, CEMC
Chuck Headlee, CRWQCB

Enclosures: Groundwater Trend Charts
Isoconcentration Charts



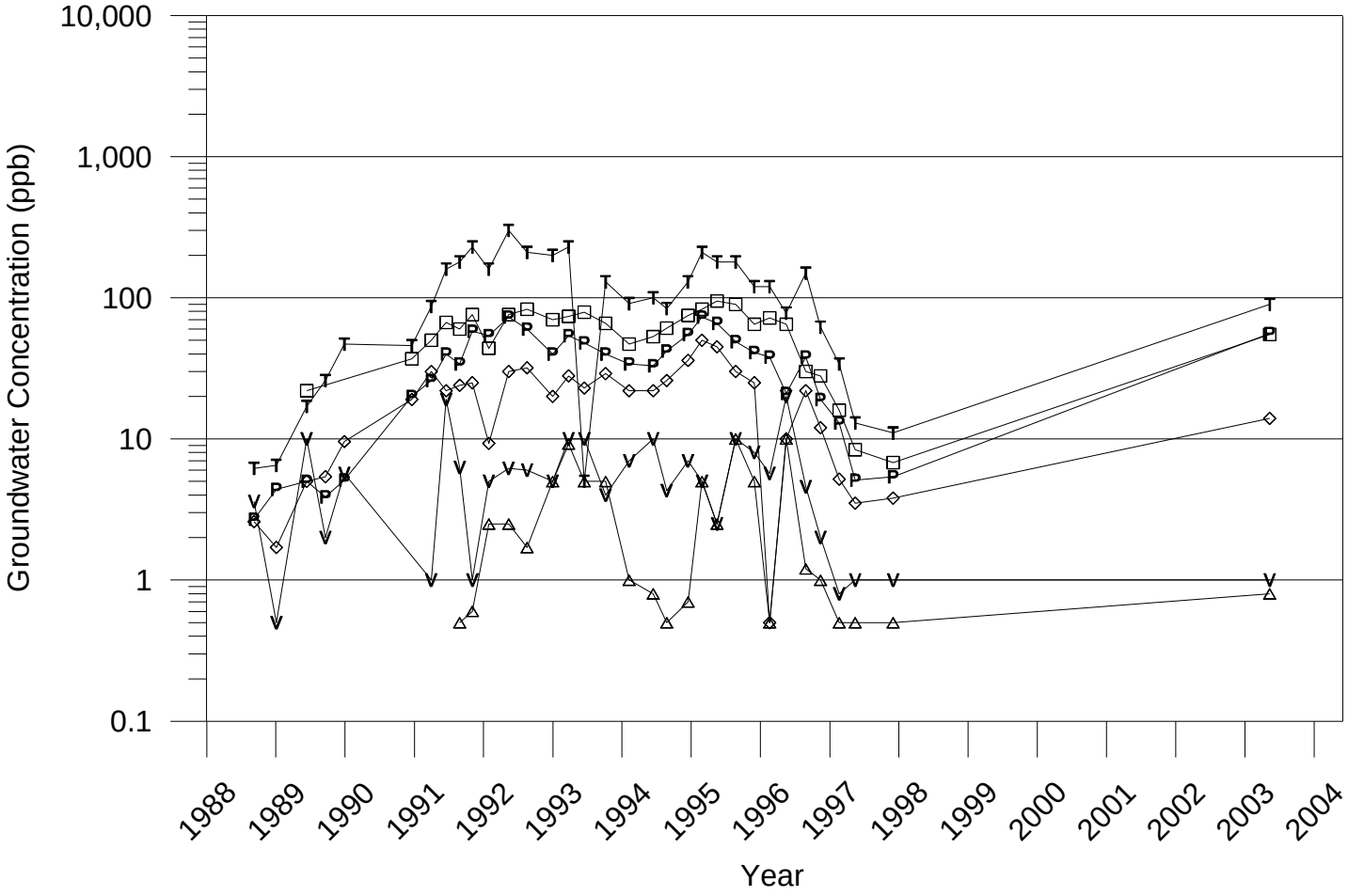
Legend

- TPH-g (ppb)
- Benzene (ppb)
- Toluene (ppb)
- Ethylbenzenes (ppb)
- Xylenes (ppb)
- MtBE (ppb)
- Groundwater Elevation (ft msl)

Monitoring Well EA-1 Groundwater Trends

Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX



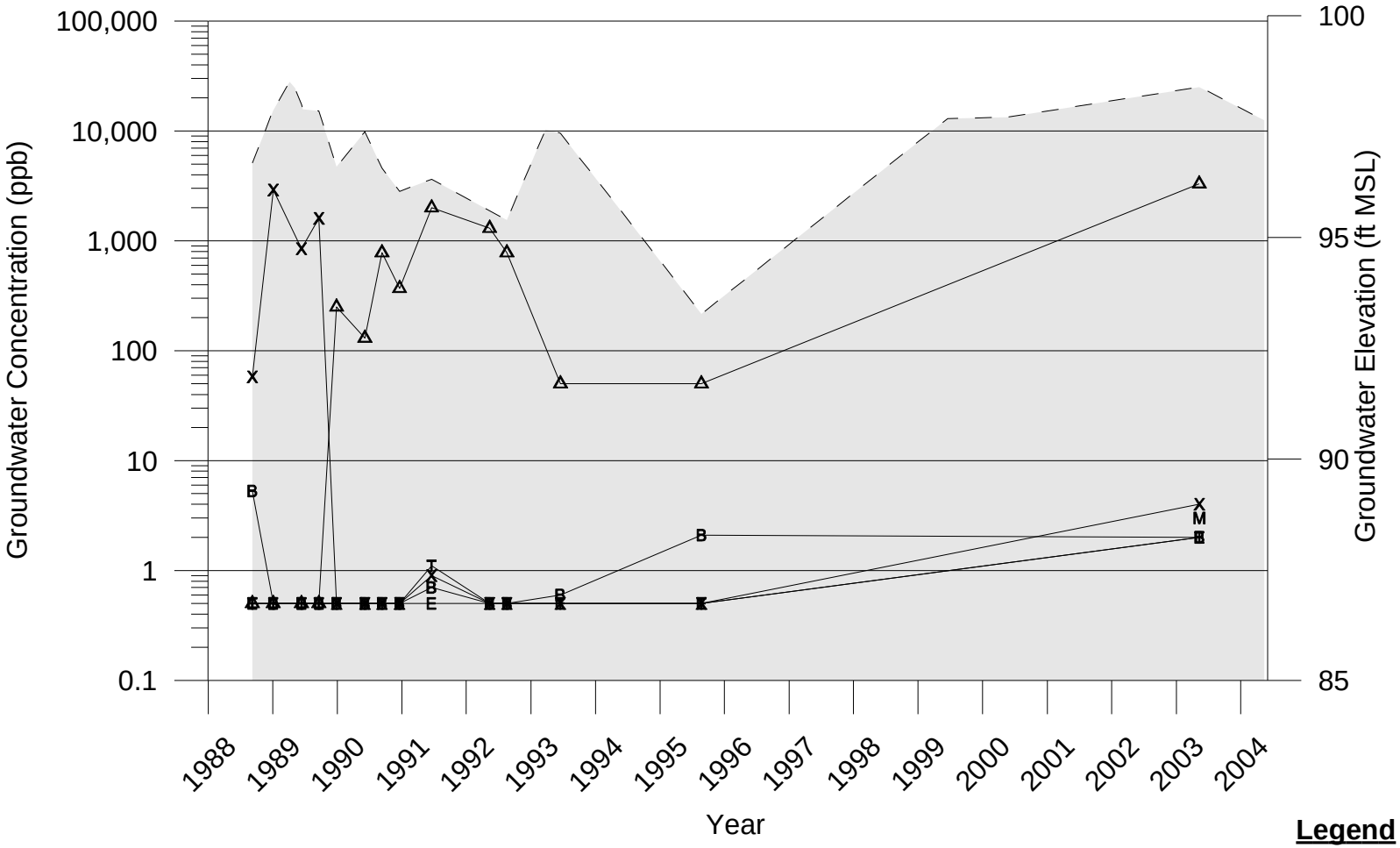
Legend

- Tetrachloroethene (ppb)
- Trichloroethene (ppb)
- cis-1,2-Dichlorethene
- trans-1,2-Dichlorethene (ppb)
- 1,1 Dichloroethene (ppb)
- Vinyl Chloride (ppb)

Monitoring Well EA-1 Halogenated Volatile Organic Trends

Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX



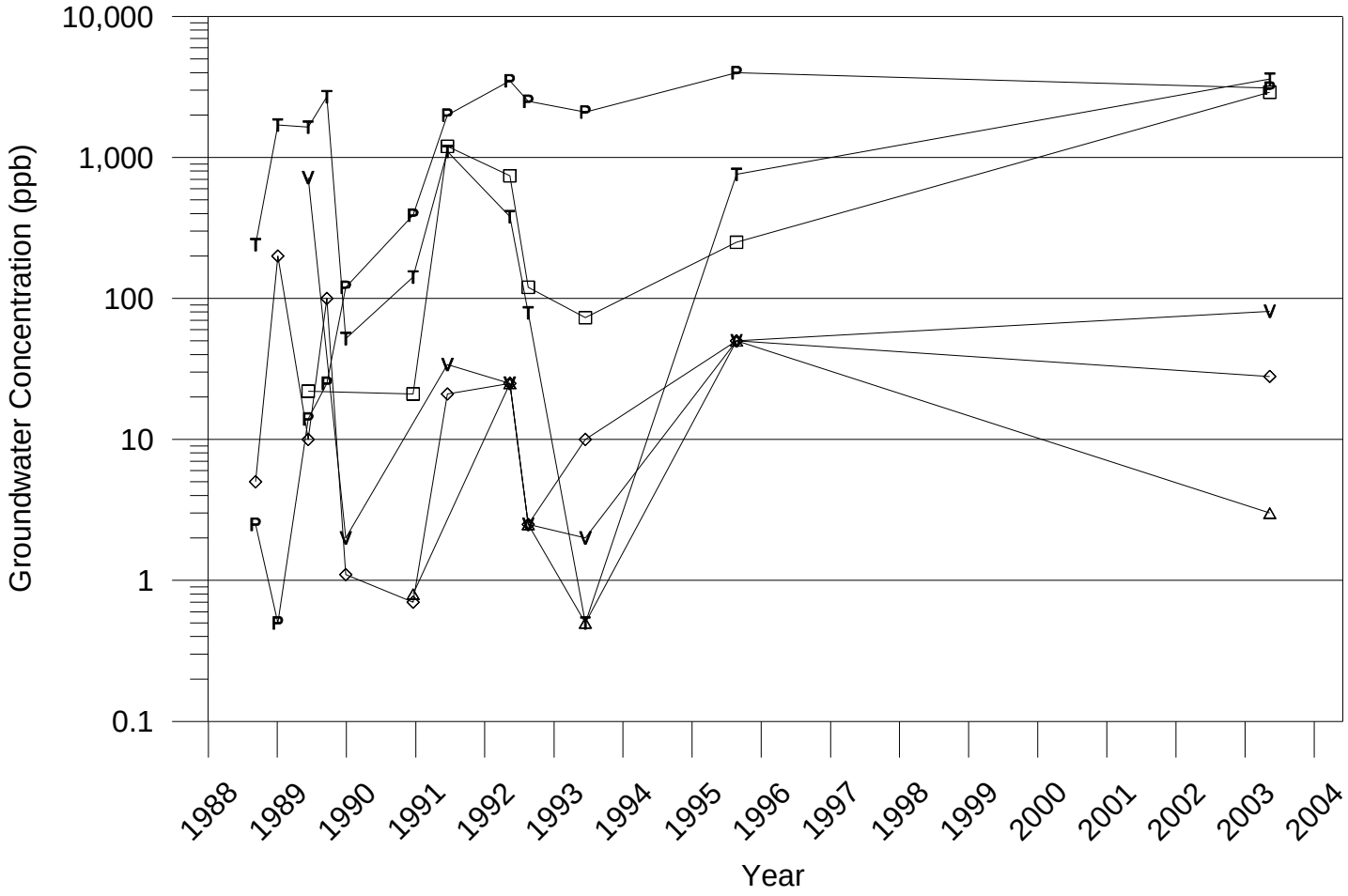
Legend

- TPH-g (ppb)
- Benzene (ppb)
- Toluene (ppb)
- Ethylbenzenes (ppb)
- Xylenes (ppb)
- MtBE (ppb)
- Groundwater Elevation (ft msl)

Monitoring Well EA-2 Petroleum and Groundwater Trends

Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX



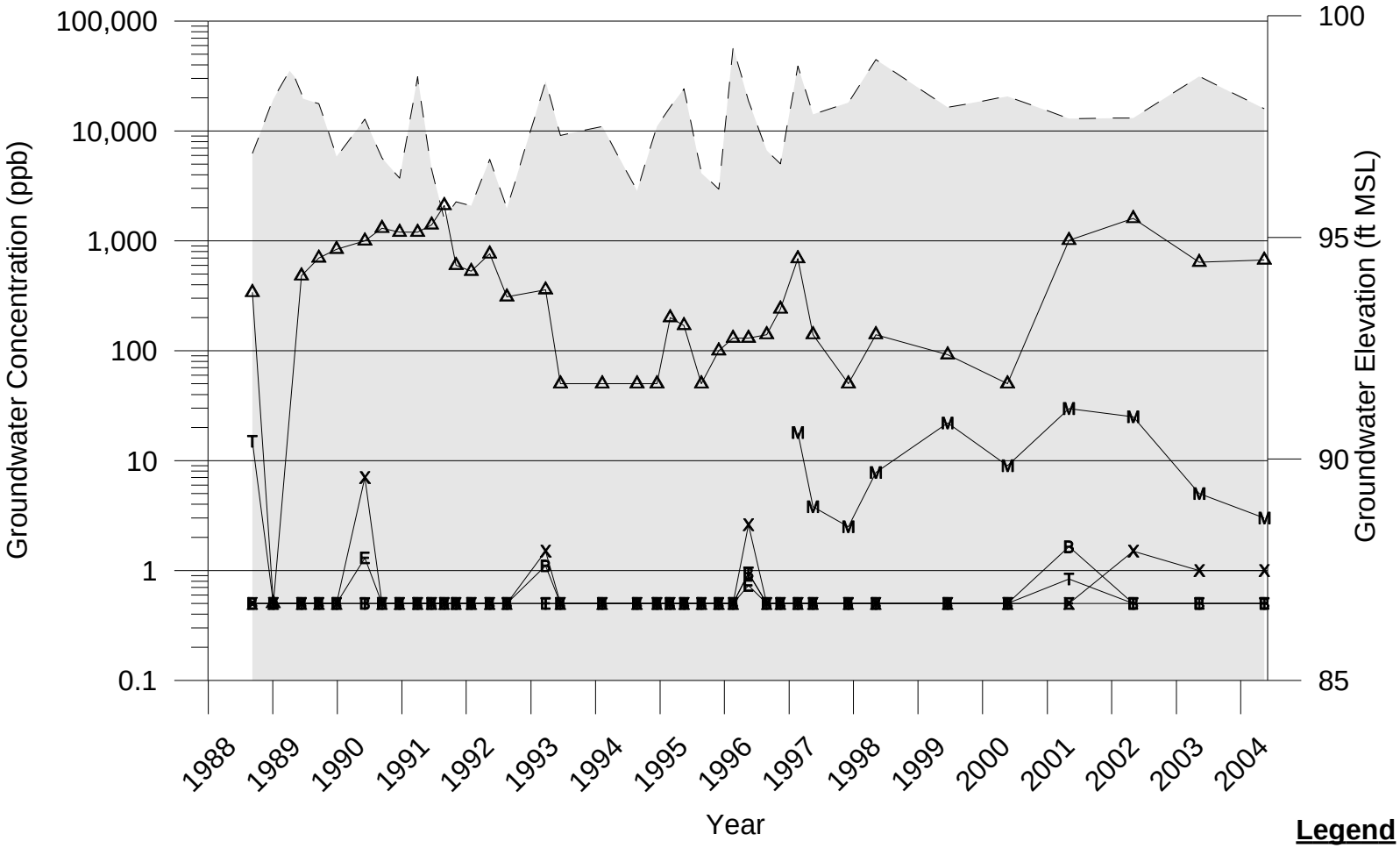
Legend

- P P P Tetrachloroethene (ppb)
- T T T Trichloroethene (ppb)
- cis-1,2-Dichlorethene
- trans-1,2-Dichlorethene (ppb)
- 1,1 Dichloroethene (ppb)
- V V V Vinyl Chloride (ppb)

Monitoring Well EA-2 Halogenated Volatile Organic Trends

Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX



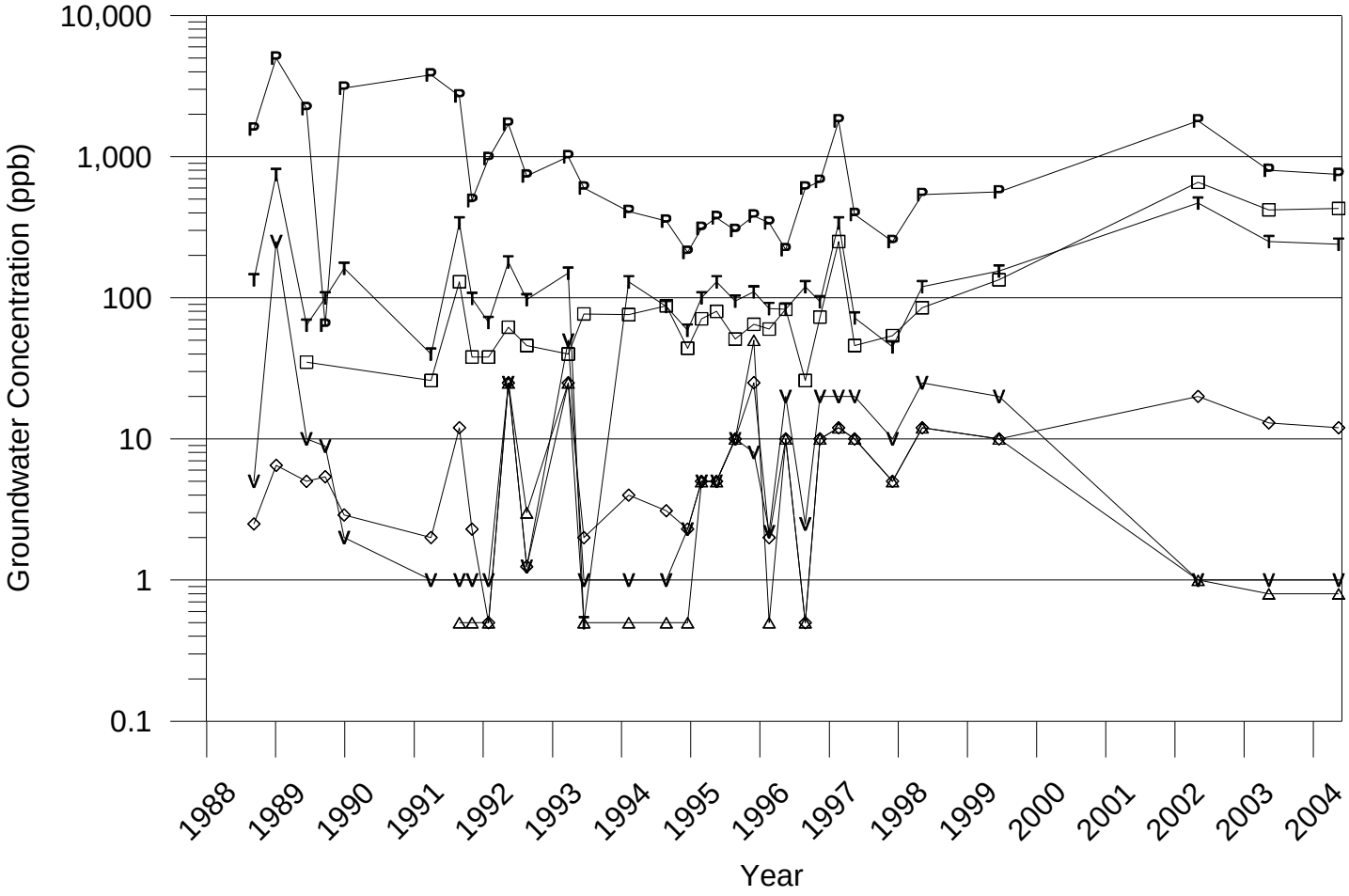
Legend

- TPH-g (ppb)
- Benzene (ppb)
- Toluene (ppb)
- Ethylbenzenes (ppb)
- Xylenes (ppb)
- MtBE (ppb)
- Groundwater Elevation (ft msl)

Monitoring Well EA-3 Groundwater Trends

Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX



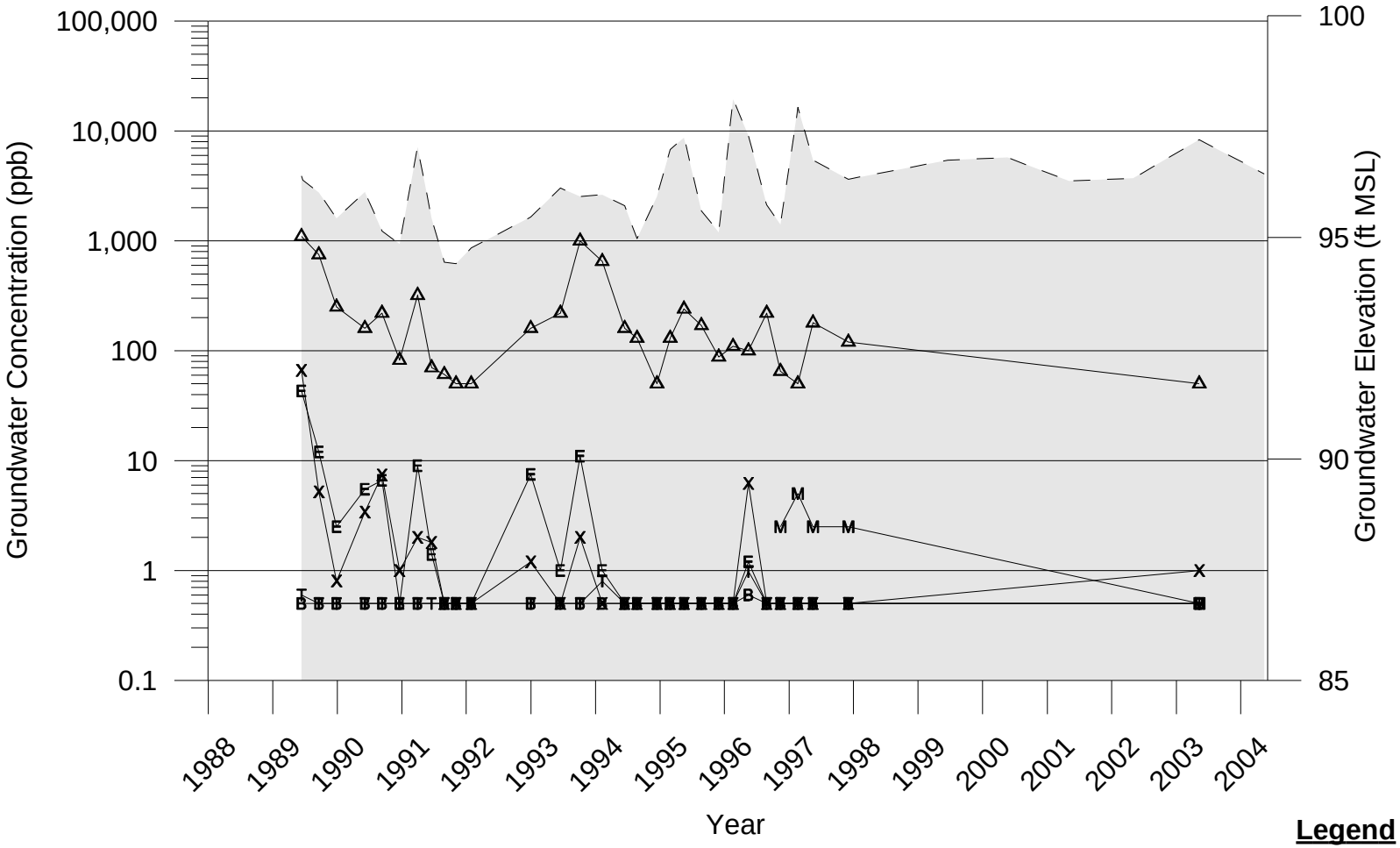
Legend

- Tetrachloroethene (ppb)
- Trichloroethene (ppb)
- cis-1,2-Dichlorethene
- trans-1,2-Dichlorethene (ppb)
- 1,1 Dichloroethene (ppb)
- Vinyl Chloride (ppb)

Monitoring Well EA-3 Halogenated Volatile Organic Trends

Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX



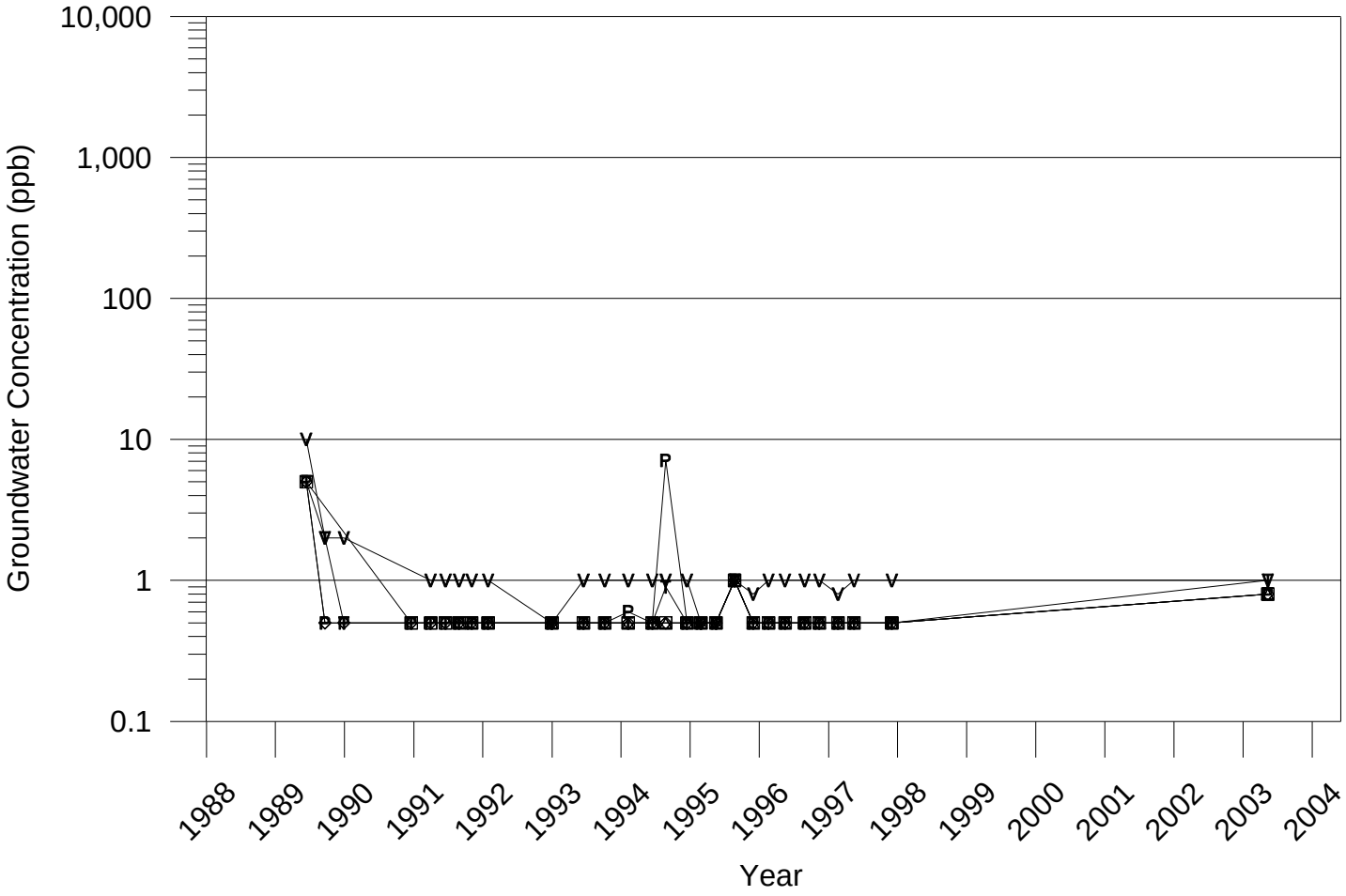
Legend

- TPH-g (ppb)
- Benzene (ppb)
- Toluene (ppb)
- Ethylbenzenes (ppb)
- Xylenes (ppb)
- MtBE (ppb)
- Groundwater Elevation (ft msl)

Monitoring Well EA-4 Groundwater Trends

Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX



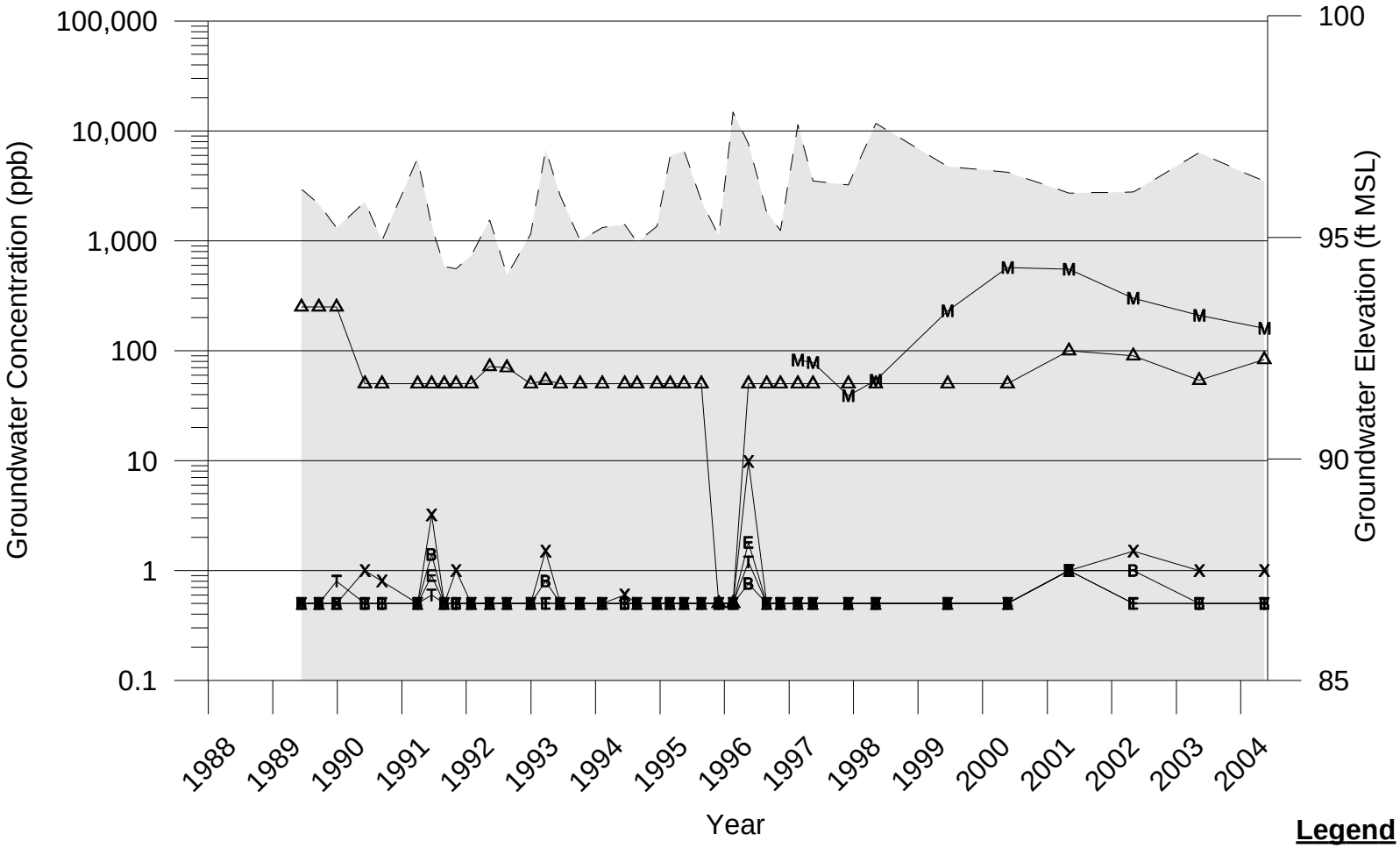
Legend

- Tetrachloroethene (ppb)
- Trichloroethene (ppb)
- cis-1,2-Dichlorethene
- trans-1,2-Dichlorethene (ppb)
- 1,1 Dichloroethene (ppb)
- Vinyl Chloride (ppb)

Monitoring Well EA-4 Halogenated Volatile Organic Trends

Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX



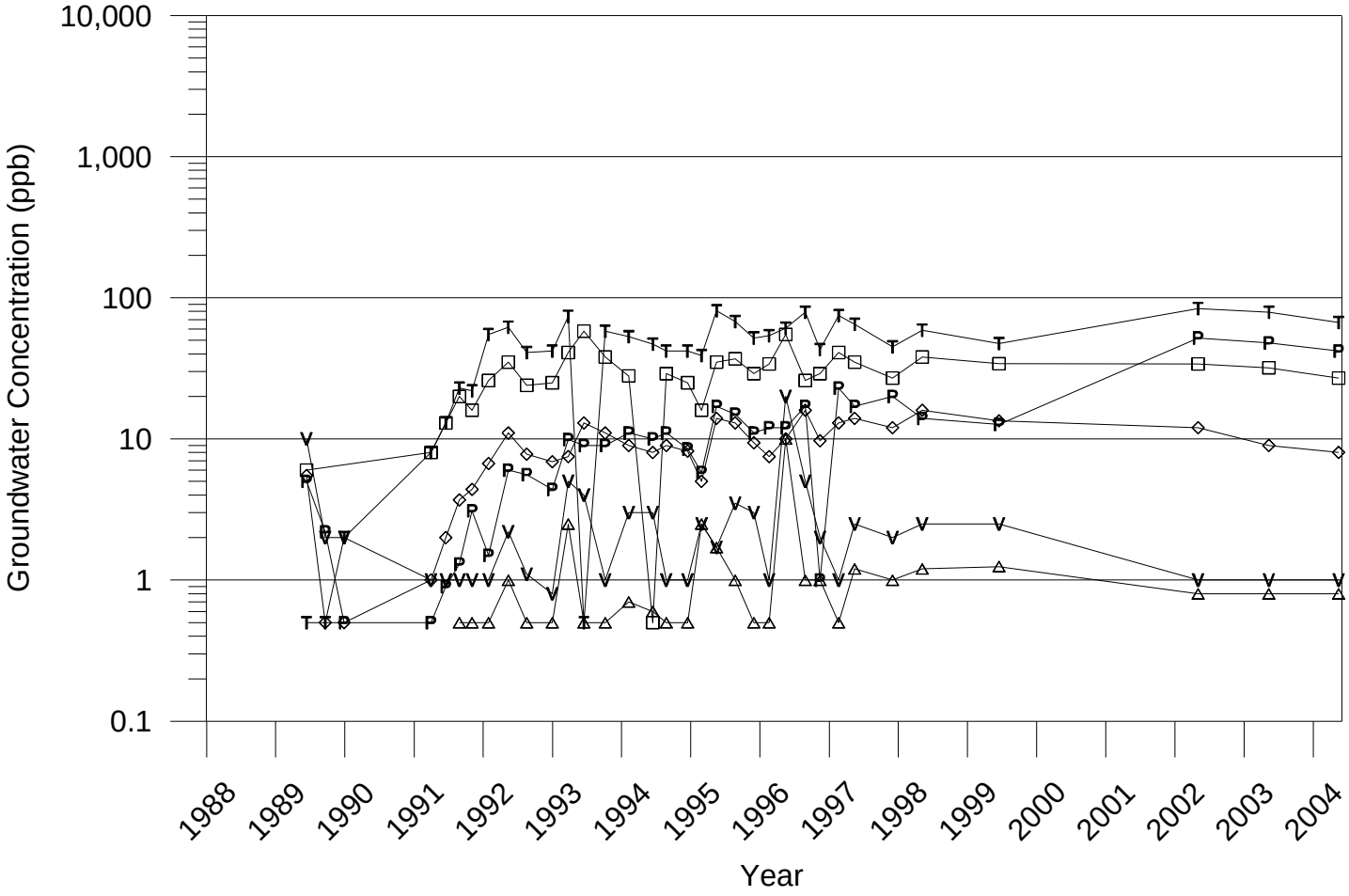
Legend

- TPH-g (ppb)
- Benzene (ppb)
- Toluene (ppb)
- Ethylbenzenes (ppb)
- Xylenes (ppb)
- MtBE (ppb)
- Groundwater Elevation (ft msl)

Monitoring Well EA-5 Petroleum and Groundwater Trends

Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX



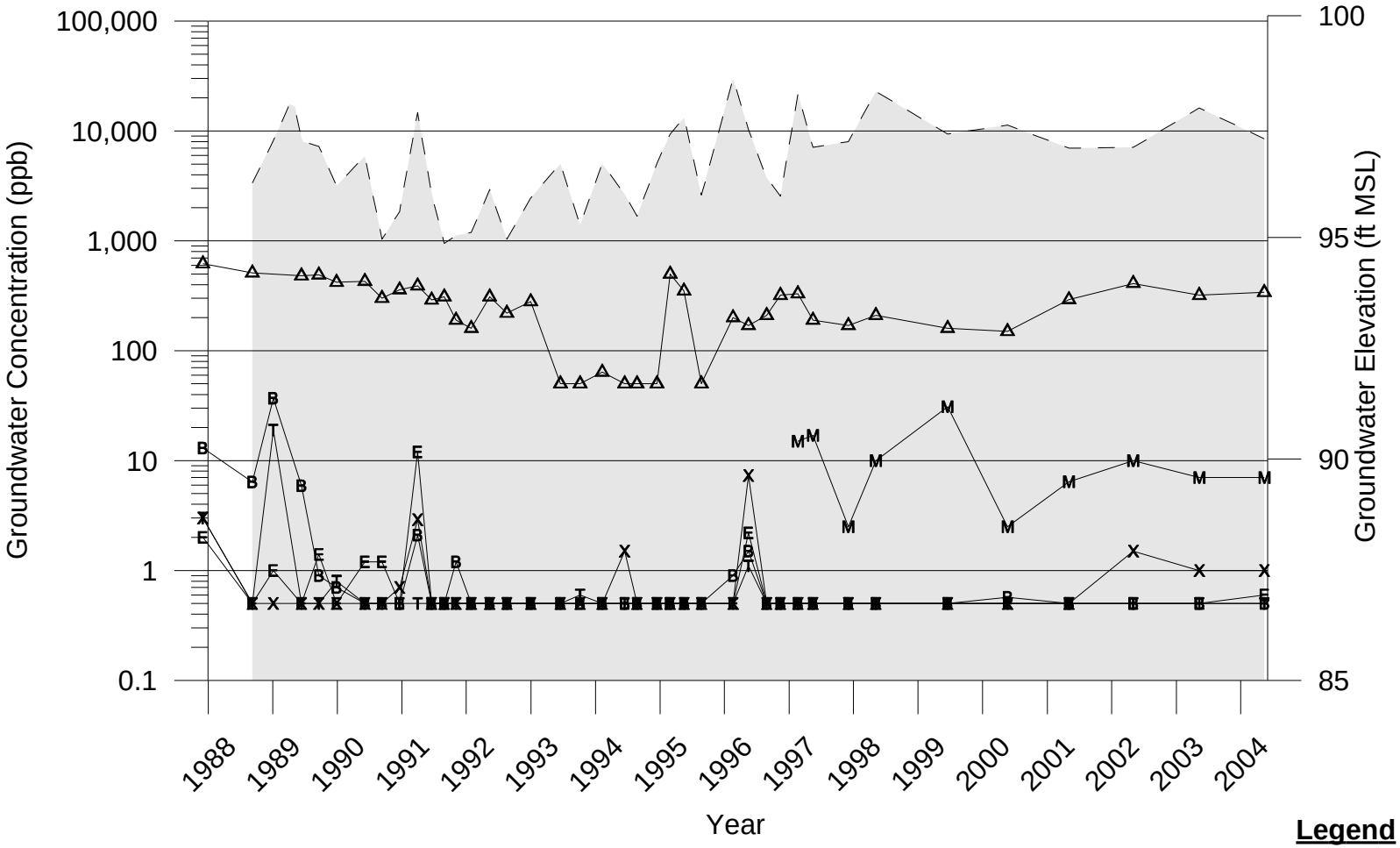
Legend

- Tetrachloroethene (ppb)
- Trichloroethene (ppb)
- cis-1,2-Dichlorethene
- trans-1,2-Dichlorethene (ppb)
- 1,1 Dichloroethene (ppb)
- Vinyl Chloride (ppb)

Monitoring Well EA-5 Halogenated Volatile Organic Trends

Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX



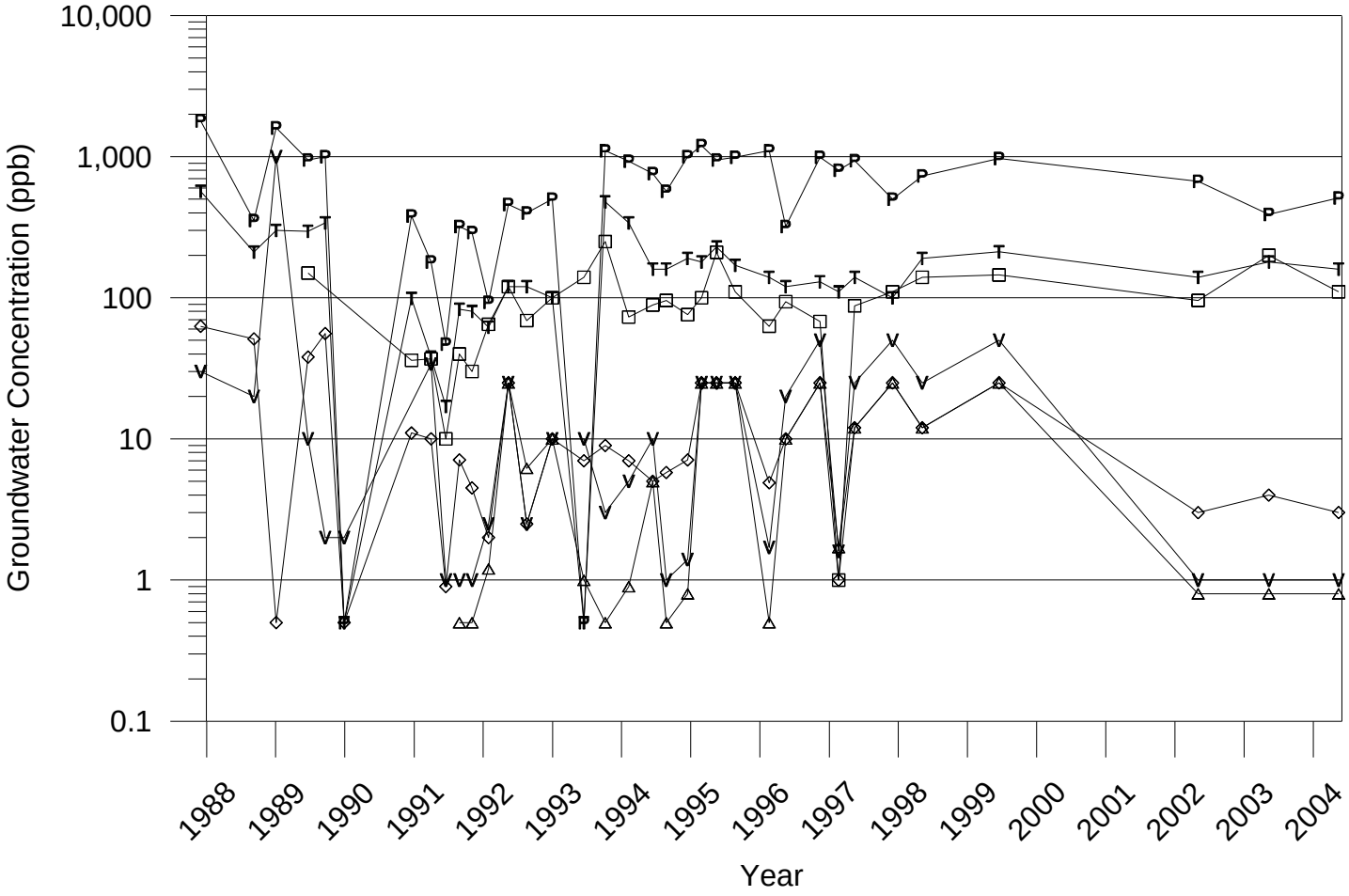
Legend

- TPH-g (ppb)
- Benzene (ppb)
- Toluene (ppb)
- Ethylbenzenes (ppb)
- Xylenes (ppb)
- MtBE (ppb)
- Groundwater Elevation (ft msl)

Monitoring Well MW-C Groundwater Trends

Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX



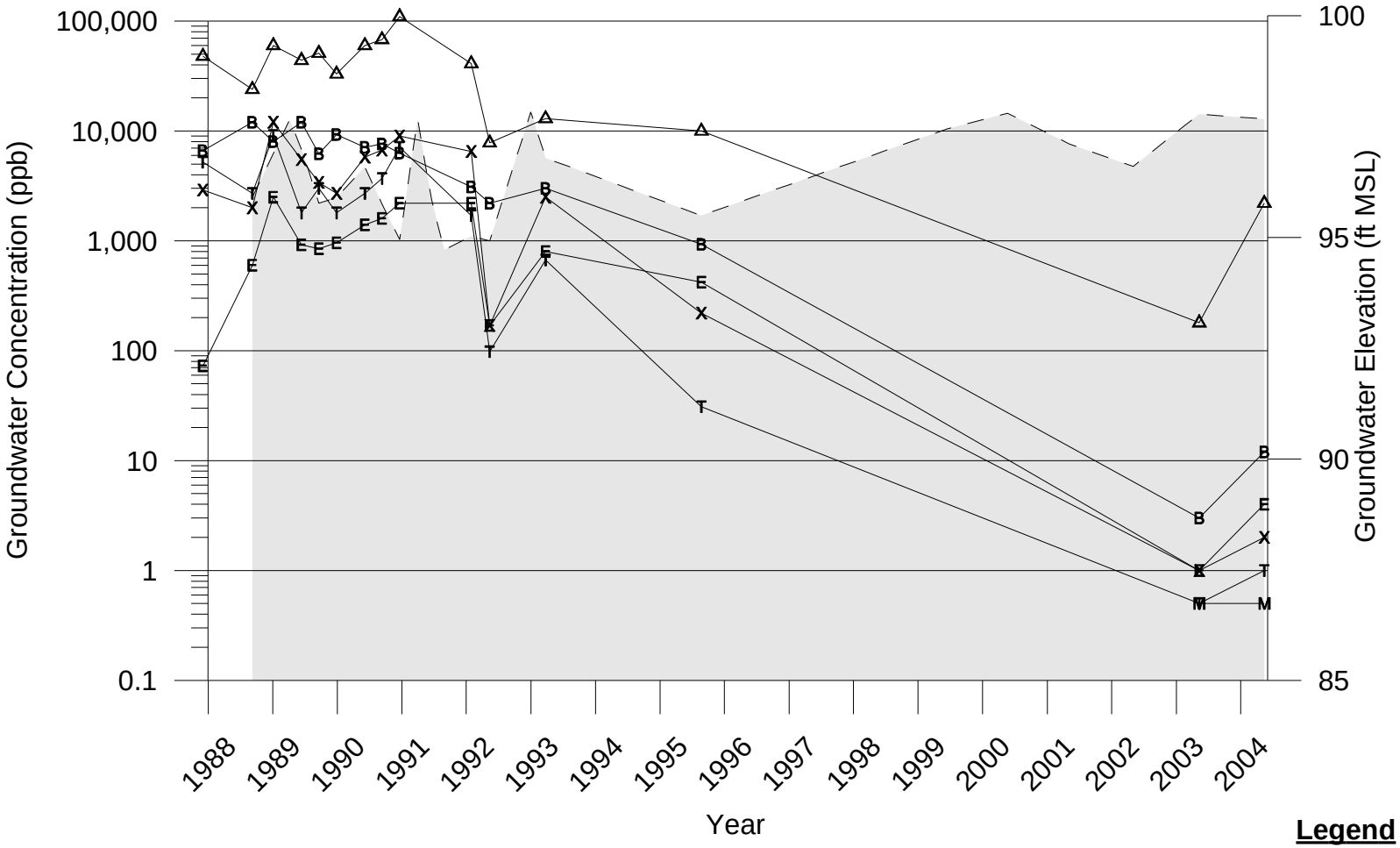
Legend

- Tetrachloroethene (ppb)
- Trichloroethene (ppb)
- cis-1,2-Dichlorethene
- trans-1,2-Dichlorethene (ppb)
- 1,1 Dichloroethene (ppb)
- Vinyl Chloride (ppb)

Monitoring Well MW-C Halogenated Volatile Organic Trends

Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX



Legend

- TPH-g (ppb)
- Benzene (ppb)
- Toluene (ppb)
- Ethylbenzenes (ppb)
- Xylenes (ppb)
- MtBE (ppb)
- Groundwater Elevation (ft msl)

Monitoring Well MW-D Groundwater Trends

Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

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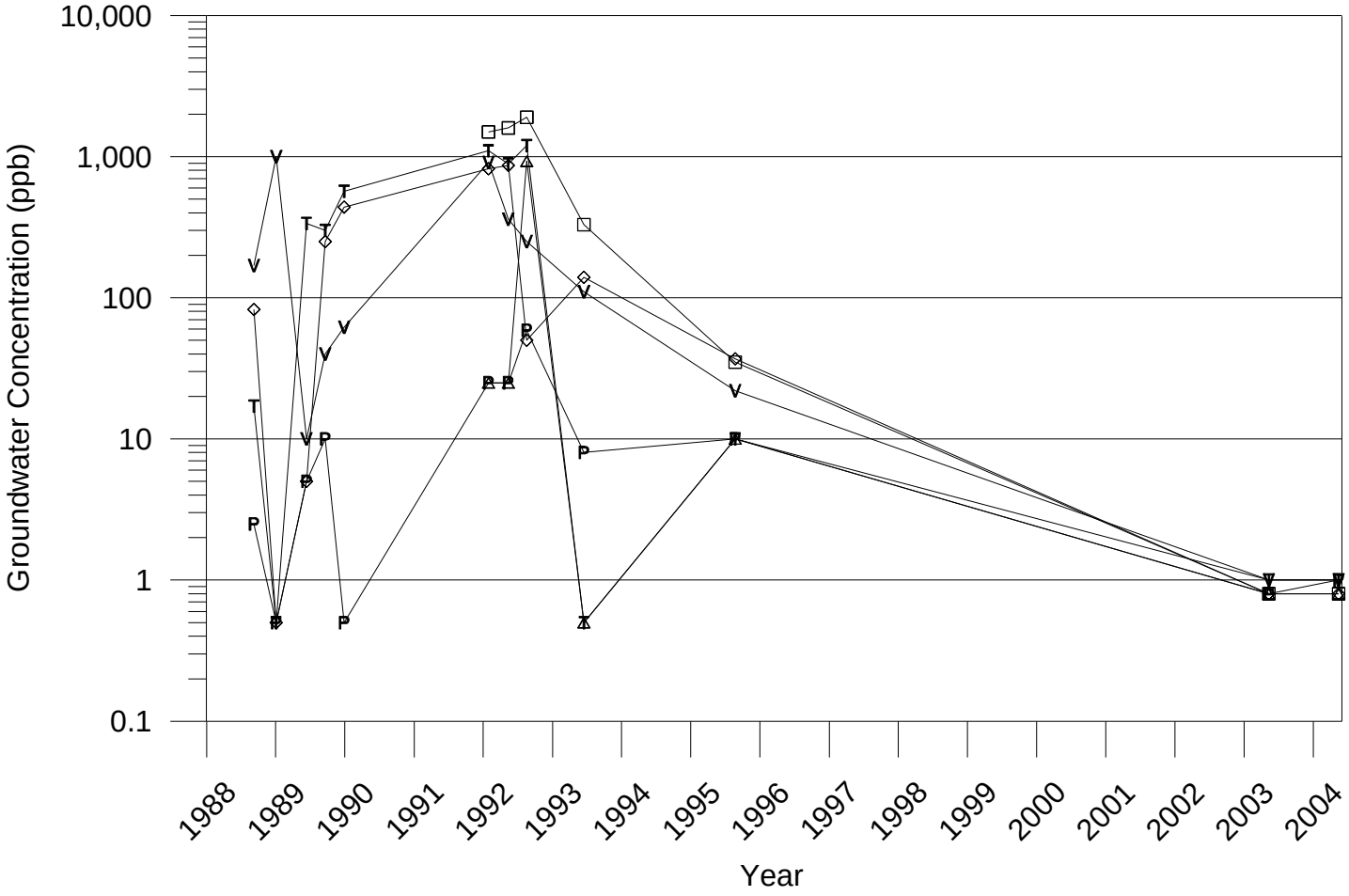


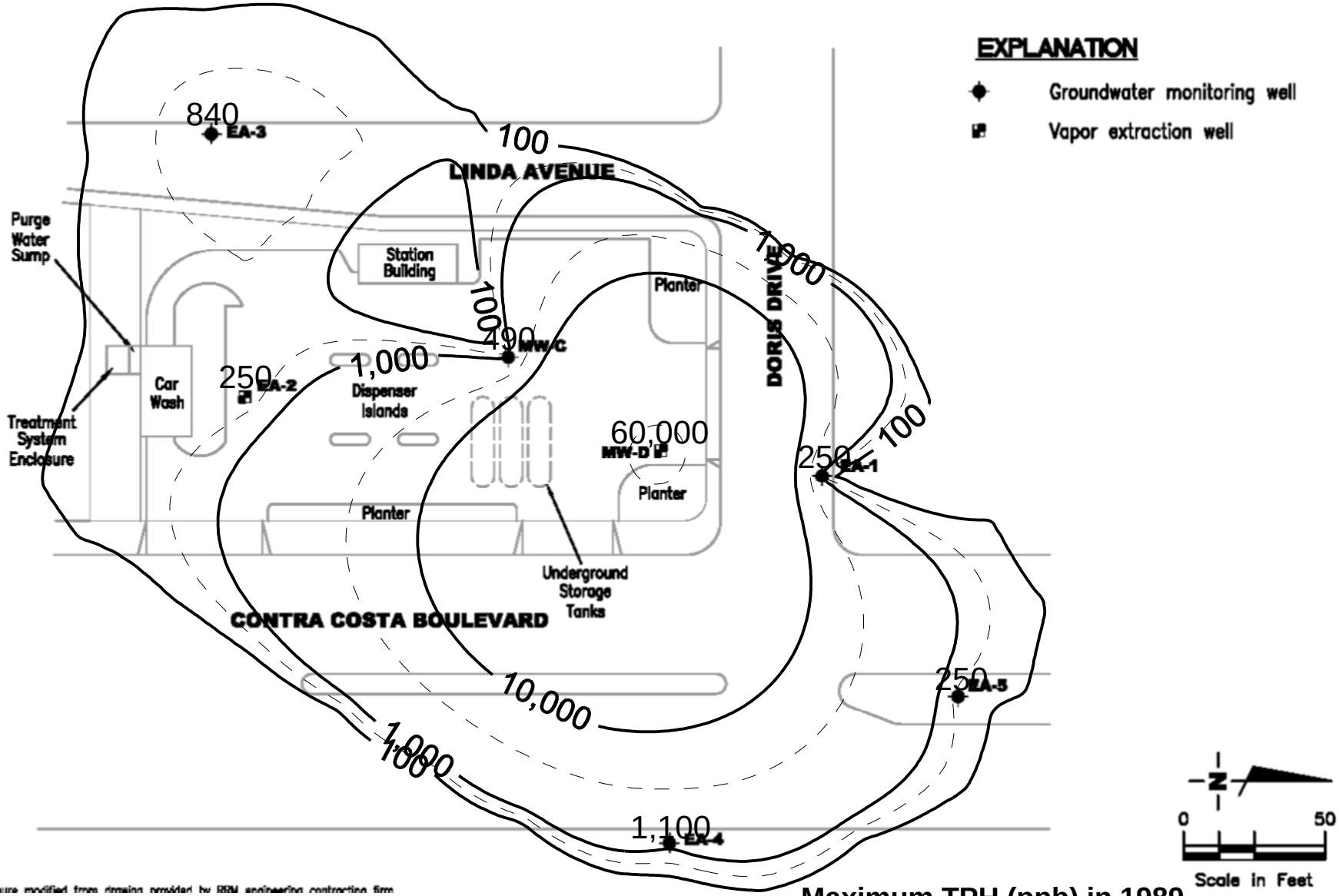
Legend

- Tetrachloroethene (ppb)
- Trichloroethene (ppb)
- cis-1,2-Dichlorethene
- trans-1,2-Dichlorethene (ppb)
- 1,1 Dichloroethene (ppb)
- Vinyl Chloride (ppb)

Monitoring Well MW-D Halogenated Volatile Organic Trends

Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX

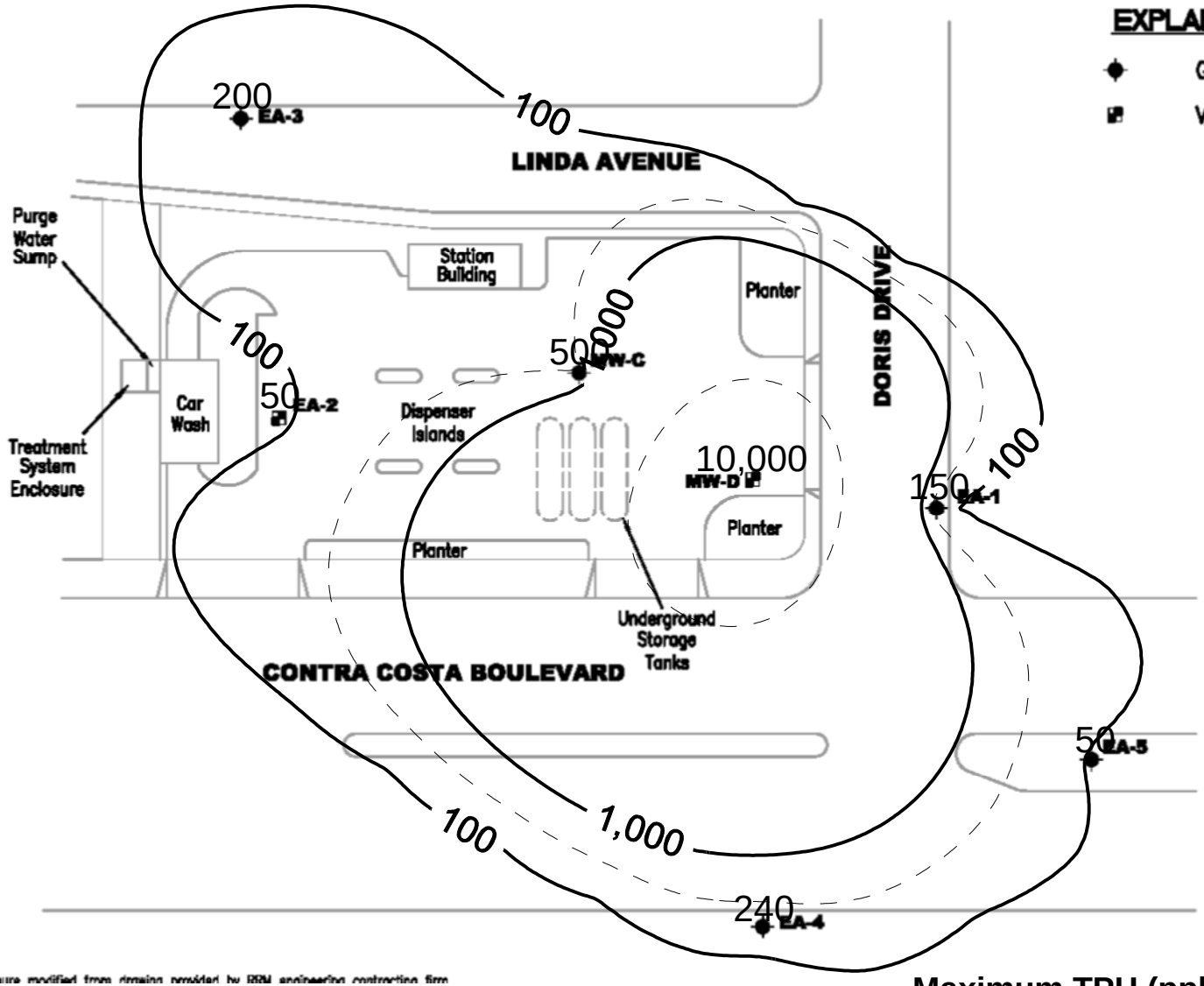


Note: Control points are placed near boundary of drawing to control extrapolation of contours.

Maximum TPH (ppb) in 1989

Chevron Service Station 9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX



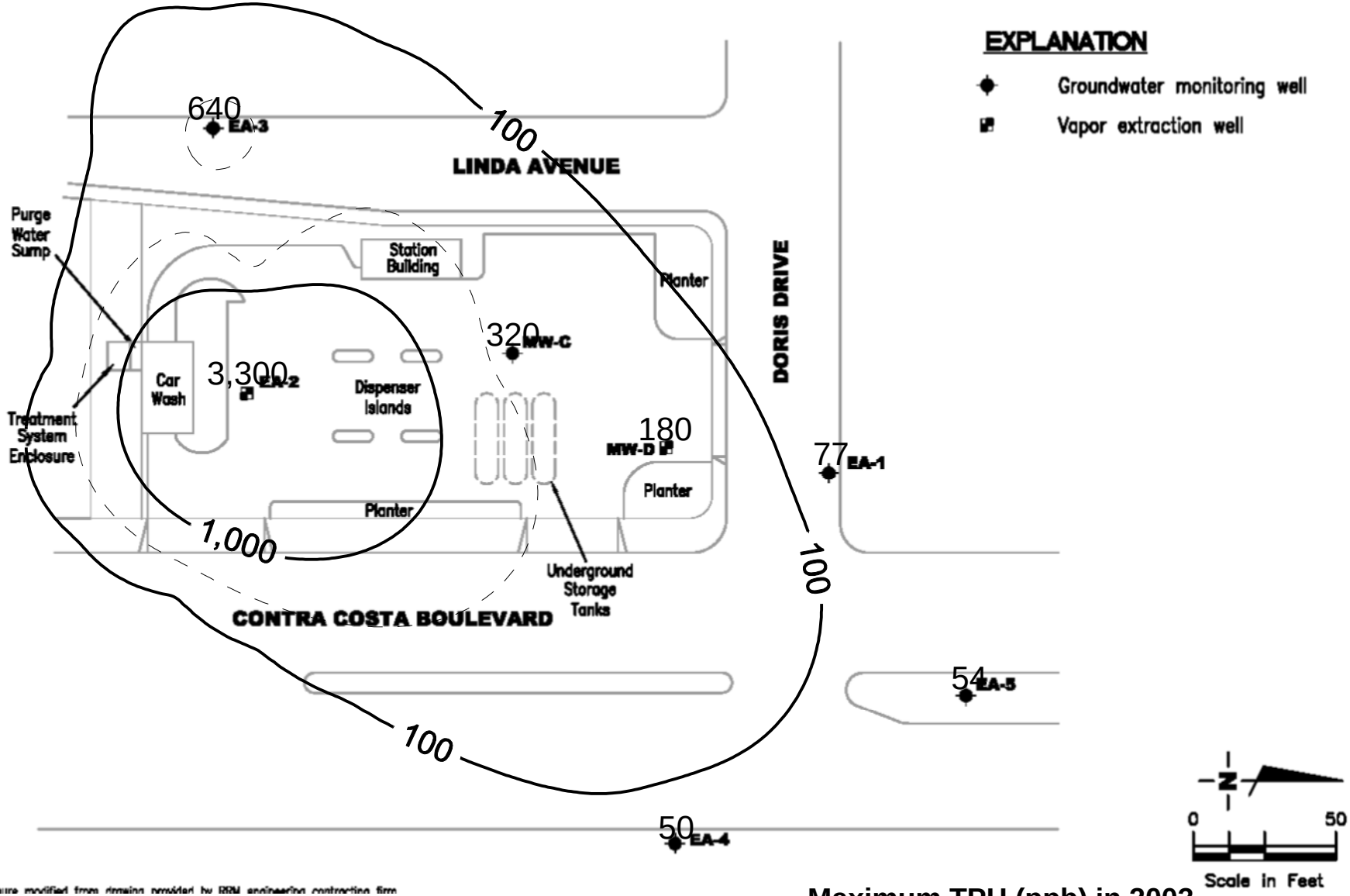
Note: Figure modified from drawing provided by RRM engineering contracting firm

Note: Control points are placed near boundary of drawing to control extrapolation of contours.

Maximum TPH (ppb) in 1995

Chevron Service Station 9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX



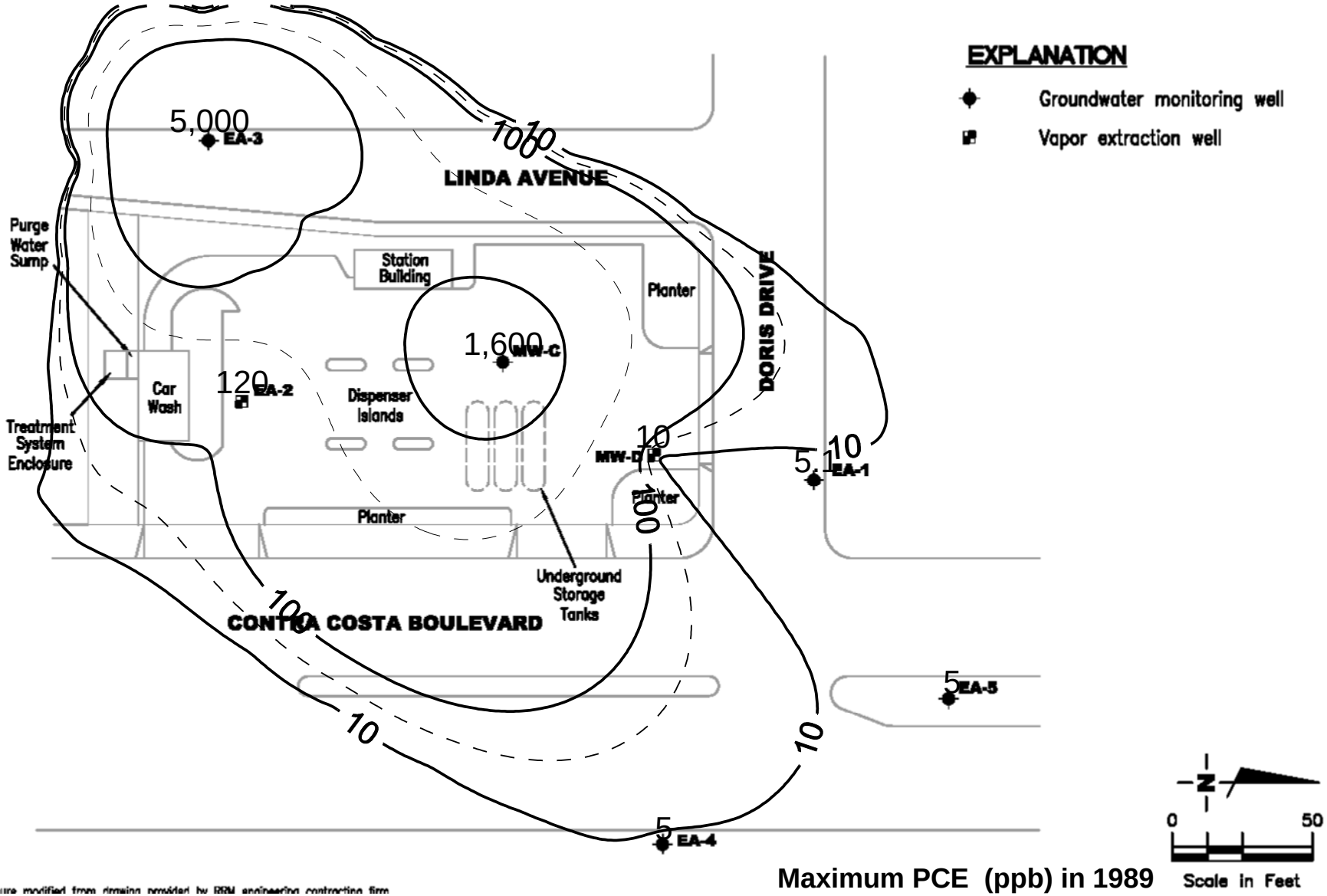
source: Figure modified from drawing provided by RRM engineering contracting firm

Note: Control points are placed near boundary of drawing to control extrapolation of contours.

Maximum TPH (ppb) in 2003

Chevron Service Station 9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX



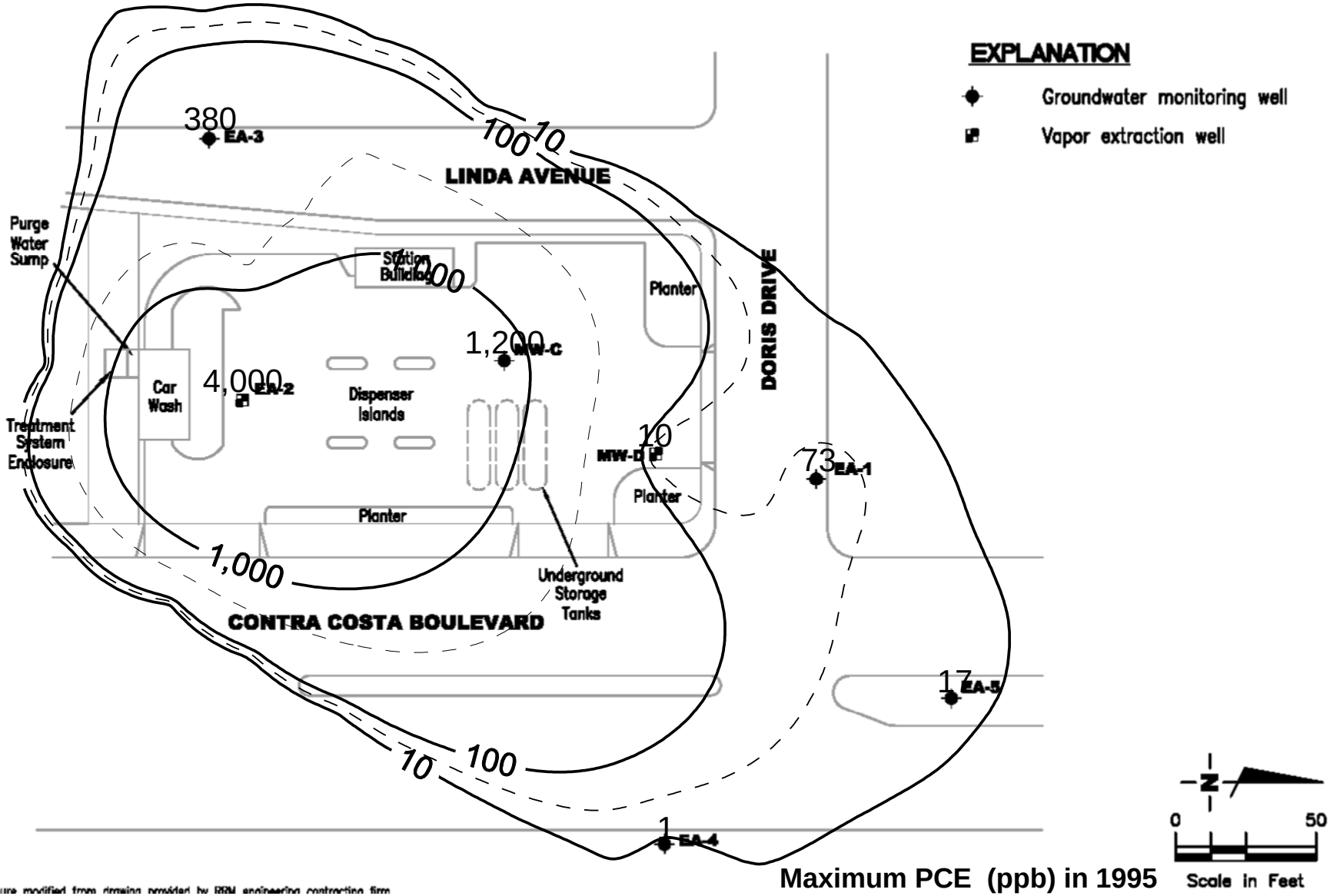
Source: Figure modified from drawing provided by RRM engineering contracting firm

Maximum PCE (ppb) in 1989

Note: Control points are placed near boundary of drawing to control extrapolation of contours.

Chevron Service Station 9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX



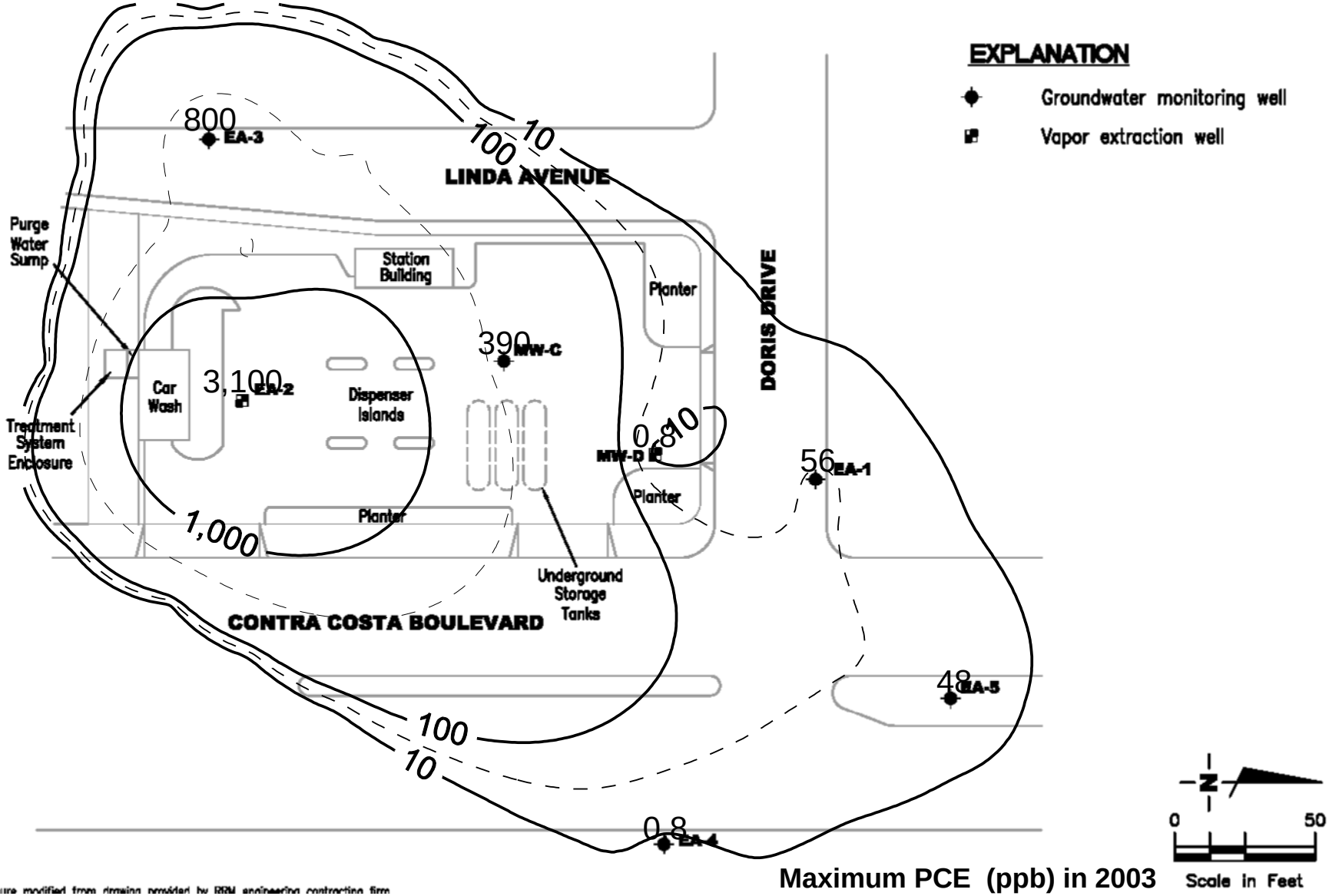
Source: Figure modified from drawing provided by RRM engineering contracting firm

Maximum PCE (ppb) in 1995

Note: Control points are placed near boundary of drawing to control extrapolation of contours.

Chevron Service Station 9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX



Source: Figure modified from drawing provided by RRM engineering contracting firm

Maximum PCE (ppb) in 2003

Note: Control points are placed near boundary of drawing to control extrapolation of contours.

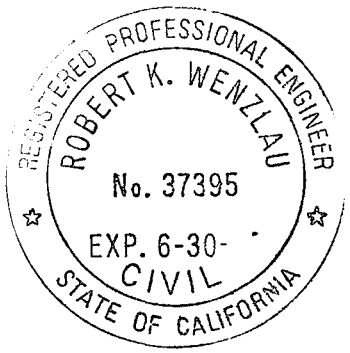
Chevron Service Station 9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX

Sincerely,

Terradex, Inc.

Robert K. Wenzlau, P.E.
Senior Engineer



cc. Tom Bauhs, CEMC
Chuck Headlee, CRWQCB

Enclosures: Groundwater Trend Charts
Isoconcentration Charts

GETTLER-RYAN INC.

TRANSMITTAL

July 1, 2008
G-R #386345

TO: Ms. Celina Hernandez
Conestoga-Rovers & Associates
5900 Hollis Street, Suite A
Emeryville, California 94608

CC: Mr. Y. M. Tuan
Chevron Environmental
Management Company
145 S. State College Blvd.
Room 4090
Brea, California 92821

FROM: Deanna L. Harding
Project Coordinator
Gettler-Ryan Inc.
6747 Sierra Court, Suite J
Dublin, California 94568

RE: Chevron Service Station
#9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

WE HAVE ENCLOSED THE FOLLOWING:

COPIES	DATED	DESCRIPTION
2	June 26, 2008	Groundwater Monitoring and Sampling Report Annual Event of May 23, 2008

COMMENTS:

Pursuant to your request, we are providing you with a copy of the above referenced report for **your use and distribution if necessary to the following:**

Mr. Bob Wenzlau, Terradex Inc., 855 El Camino Real, Palo Alto, California 94301

Enclosures

WELL CONDITION STATUS SHEET

Client/Facility #: Chevron #9-6817 Job # 386345

Site Address: 1705 Contra Costa Blvd. Event Date: 5/23/8

City: Pleasant Hill, CA Sampler: AC-AM

WELL ID	Vault Frame Condition	Gasket/ O-Ring (M)missing	BOLTS (M) Missing (R) Replaced	Bolt Flanges B= Broken S= Stripped R=Retap	APRON Condition C=Cracked B=Broken G=Gone	Grout Seal (Deficient)	Casing (Condition prevents tight cap seal)	REPLACE LOCK Y / N	REPLACE CAP Y / N	WELL VAULT Manufacture/Size/ # of Bolts	Pictures Taken Yes / No
EA-5	OK							✓	✓	12" Morrison -2	

Comments

GETTLER-RYAN INC.

June 26, 2008
G-R Job #386345

Mr. Y. M. Tuan
Chevron Environmental Management Company
145 S. State College Blvd., Room 4089
Brea, CA 92821

RE: Annual Event of May 23, 2008
Groundwater Monitoring & Sampling Report
Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

Dear Mr. Tuan:

This report documents the most recent groundwater monitoring and sampling event performed by Gettler-Ryan Inc. (G-R) at the referenced site. All field work was conducted in accordance with G-R Standard Operating Procedure - Groundwater Sampling (attached).

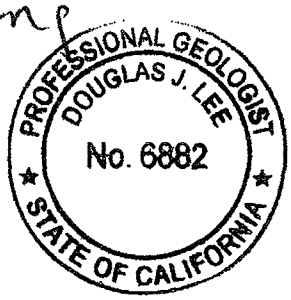
A static groundwater level was measured and the well was checked for the presence of separate-phase hydrocarbons. Static water level data, groundwater elevations, and separate-phase hydrocarbon thickness (if any) are presented in the attached Table 1. A Groundwater Elevation Map is included as Figure 1.

Groundwater samples were collected from the monitoring well and submitted to a state certified laboratory for analyses. The field data sheets for this event are attached. Analytical results are presented in the table(s) listed below. The chain of custody document and laboratory analytical report are also attached. All groundwater and decontamination water generated during sampling activities was removed from the site, per the Standard Operating Procedure.

Please call if you have any questions or comments regarding this report. Thank you.

Sincerely,

Deanna L. Harding
Project Coordinator



Douglas J. Lee
Senior Geologist, P.G. No. 6882

Figure 1: Groundwater Elevation Map
Table 1: Groundwater Monitoring Data and Analytical Results
Table 2: Groundwater Analytical Results - Oxygenate Compounds
Table 3: Groundwater Analytical Results
Attachments: Standard Operating Procedure - Groundwater Sampling
Field Data Sheets
Chain of Custody Document and Laboratory Analytical Reports

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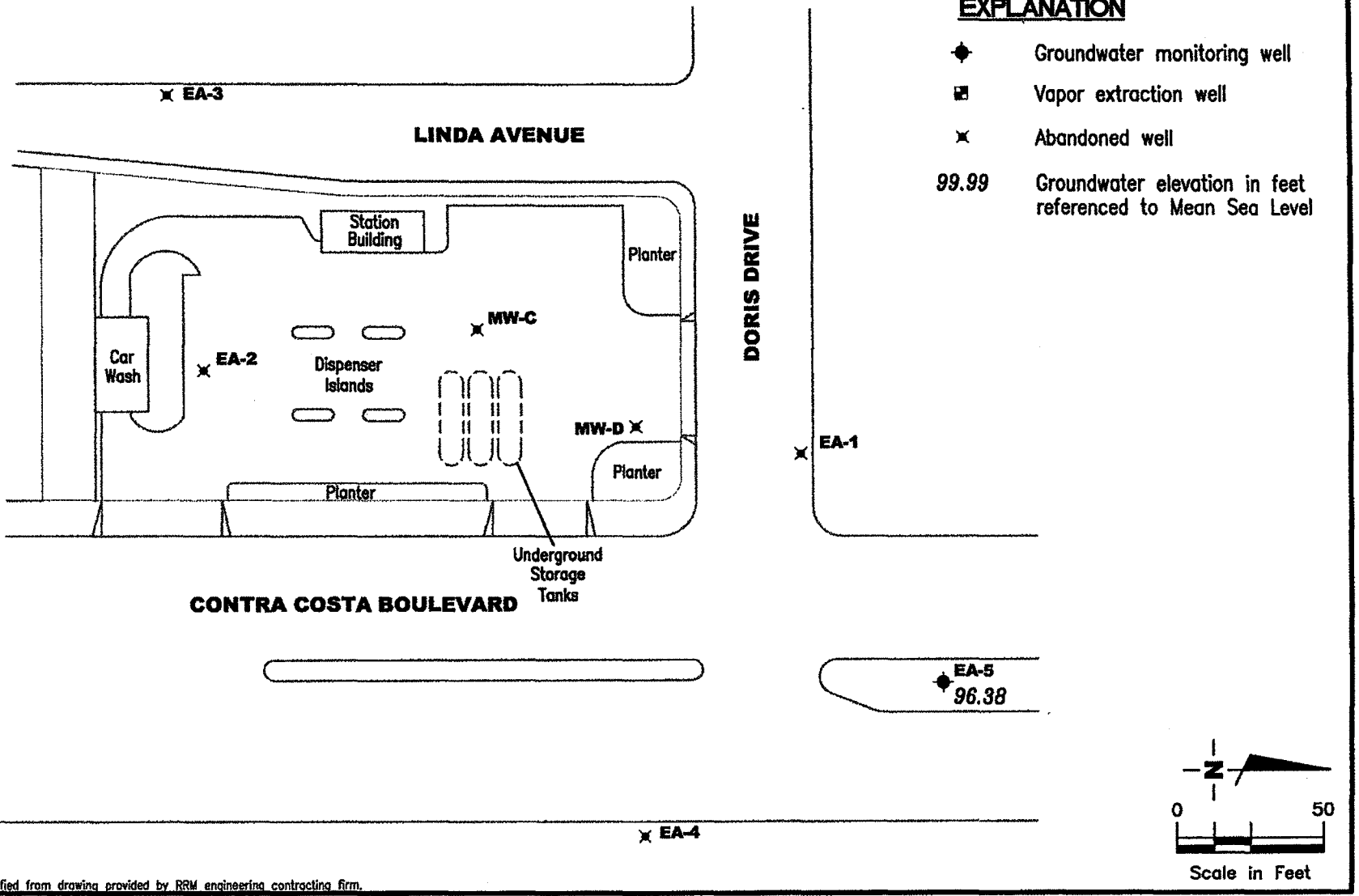

Source: Figure modified from drawing provided by RRM engineering contracting firm.

GETTLER - RYAN INC.
6747 Sierra Court, Suite J
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GROUNDWATER ELEVATION MAP
Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

FIGURE
1

PROJECT NUMBER	REVIEWED BY	DATE	REVISED DATE
386345		May 23, 2008	

FILE NAME: P:\Enviro\Chevron\9-6817\008-9-6817.dwg | Layout Tab: Pot2

Table 3

Groundwater Analytical Results
Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

WELL ID/ DATE	TCE (ppb)	PCE (ppb)	T-1,2,-DCE (ppb)	V.C. (ppb)	C-1,2-DCE (ppb)	1,2-DCA (ppb)	CHB (ppb)	CF (ppb)	1,1-DCE (ppb)
EA-5									
06/12/89	<0.5	<5.0	<5.5	<10	6.0	--	--	--	--
06/20/89	--	--	--	--	--	--	--	--	--
09/19/89	<0.5	2.2	<0.5	<2.0	--	--	--	--	--
12/28/89	2.0	<0.5	<0.5	<2.0	--	--	--	--	--
06/06/90	--	--	--	--	--	--	--	--	--
09/11/90	--	--	--	--	--	--	--	--	--
12/19/90	--	--	--	--	--	--	--	--	--
03/31/91	8.0	<0.5	1.0	<1.0	8.0	<0.5	<0.5	--	--
06/18/91	13	0.9	2.0	<1.0	13	<0.5	<0.5	<0.5	--
08/29/91	23	1.3	3.7	<1.0	20	<0.5	<0.5	<0.5	<0.5
11/04/91	22	3.1	4.4	<1.0	16	<0.5	<0.5	<0.5	<0.5
01/29/92	55	1.5	6.7	<1.0	26	<0.5	<0.5	<0.5	<0.5
05/12/92	62	6.0	11	2.20	35	<1.0	<1.0	<1.0	<1.0
08/18/92	41	5.6	7.8	1.10	24	<0.5	<0.5	<0.5	<0.5
12/31/92	42	4.4	6.9	0.80	25	<0.5	<0.5	<0.5	<0.5
03/25/93	74	9.9	7.5	<5.0	41	<2.5	<2.5	<2.5	<2.5
06/16/93	<0.5	9.0	13	4.00	58	<0.5	<0.5	<0.5	<0.5
10/06/93	58	9.0	11	1.00	38	<0.5	<0.5	<0.5	<0.5
02/08/94	53	11	9.0	3.00	28	<0.5	<0.5	<0.5	0.7
06/15/94	47	10	8.0	3.00	<0.5	1.0	<0.5	<0.5	0.6
08/24/94	42	11	9.0	1.00	29	1.0	<0.5	<0.5	<0.5
12/15/94	42	8.5	8.2	<1.0	25	1.3	<0.5	<0.5	0.5
02/27/95	39	5.8	5.0	<2.5	16	<2.5	<2.5	<2.5	<2.5
05/18/95	81	17	14	<1.7	35	<1.7	<1.7	<1.7	<1.7
08/24/95	68	15	13	3.50	37	1.5	<1.0	<1.0	<1.0
11/30/95	52	11	9.4	3.00	29	1.2	<0.5	<0.5	<0.5
02/19/96	54	12	7.5	<1.0	34	1.0	<0.5	<0.5	<0.5
05/16/96	61	12	<10	<20	55	<10	<10	<10	<10
08/28/96	79	17	16	<5.0	26	1.0	<0.5	<0.5	1.0
11/13/96	43	<1.0	9.7	<2.0	29	1.1	<1.0	<4.0	<1.0
02/20/97	75	23	13	1.00	41	1.1	<0.5	1.4	<0.5
05/16/97	65	17	14	<2.5	35	<1.2	<1.2	<2.5	<1.2
12/02/97	45	20	12	<2.0	27	<1.0	<1.0	<1.0	<1.0

Table 3
Groundwater Analytical Results
Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

WELL ID/ DATE	TCE (ppb)	PCE (ppb)	T-1,2,-DCE (ppb)	V.C. (ppb)	C-1,2-DCE (ppb)	1,2-DCA (ppb)	CHB (ppb)	CF (ppb)	1,1-DCE (ppb)
EA-5 (cont)									
05/07/98	59	14	16	<2.5	38	<1.2	<1.2	<1.2	<1.2
06/17/99	47.5	12.7	13.4	<2.5	34.1	<1.25	<1.25	<1.25	<1.25
05/03/02	84	52	12	<1	34	0.9	<0.8	<0.8	<0.8
05/12/03	79	48	9	<1	32	1	<0.8	<0.8	<0.8
05/14/04	67	42	8	<1	27	0.6	<0.8	<0.8	<0.8
05/05/05	71	44	9	<1	35	0.7	<0.8	<0.8	<0.8
05/31/06	31	13	3	<1	13	0.5	<0.5	<0.8	<0.8
05/11/07	48	20	6	<1	28	0.6	<0.8	<0.8	<0.8
05/23/08	**33**	**11**	**4**	**<1**	**20**	**<0.5**	**<0.8**	**<0.8**	**<1**
MW-C									
12/01/87	570	1,800	63	30.00	--	--	--	--	--
09/07/88	211	353	51.2	<20	--	--	--	--	--
01/03/89	300	1,600	<0.5	<1,000	--	--	--	--	--
04/06/89	--	--	--	--	--	--	--	--	--
05/05/89	--	--	--	--	--	--	--	--	--
06/12/89	--	--	--	--	--	--	--	--	--
06/20/89	296	950	38	<10	150	--	--	--	--
09/19/89	340	1,000	56	<2.0	--	--	--	--	--
12/28/89	<0.5	<0.5	<0.5	<2.0	--	--	--	--	--
06/06/90	--	--	--	--	--	--	--	--	--
09/11/90	--	--	--	--	--	--	--	--	--
12/19/90	99	380	11	--	36	<0.5	--	--	--
03/31/91	38	180	10	34.00	37	<0.5	--	--	--
06/18/91	17	47	0.9	<1.0	10	<0.5	<0.5	<0.5	--
08/29/91	83	320	7.1	<1.0	40	<0.5	<0.5	<0.5	<0.5
11/04/91	80	290	4.5	<1.0	30	<0.5	<0.5	<0.5	<0.5
01/29/92	62	93	2.0	<2.5	65	<1.2	<1.2	<1.2	<1.2
05/12/92	120	460	<25	<25	120	<25	<25	<25	<25
08/18/92	120	400	<2.5	<2.5	69	<2.5	<2.5	<2.5	6.2
12/31/92	100	500	<10	<10	100	<10	<10	<10	<10
03/25/93	--	--	--	--	--	--	--	--	--
06/16/93	<0.5	<0.5	7.0	10.00	140	<0.5	<0.5	<0.5	1.0

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MW-C (cont)									
10/06/93	480	1,100	9.0	3.00	250	<0.5	<0.5	<0.5	<0.5
02/08/94	340	930	7.0	5.00	73	<0.5	<0.5	<0.5	0.9
06/15/94	160	760	<5.0	<10	89	<5.0	<5.0	<5.0	<5.0
08/24/94	160	570	5.8	1.00	96	<0.5	<0.5	<0.5	0.5
12/15/94	190	1,000	7.1	1.40	76	<0.5	<0.5	<0.5	0.8
02/27/95[1]	180	1,200	<25	<25	100	<25	<25	<25	<25
05/18/95	230	950	<25	<25	210	<25	<25	<25	<25
08/24/95	170	990	<25	<25	110	<25	<25	<25	<25
11/30/95	--	--	--	--	--	--	--	--	--
02/19/96	140	1,100	4.9	1.70	63	<0.5	<0.5	<0.5	<0.5
05/16/96	120	320	<10	<20	94	<10	<10	<10	<10
11/13/96	130	990	<25	<50	68	<25	<25	<25	<25
02/20/97[2]	110	800	<1.0	<1.6	<1.0	<1.0	<1.0	1.1	1.7
05/16/97	140	940	<12	<25	88	<12	<12	<12	<12
12/02/97	100	500	<25	<50	110	<25	<25	<25	<25
05/07/98	190	730	<12	<25	140	<12	<12	<12	<12
06/17/99	212	972	<25	<50	145	<25	<25	<25	<25
05/03/02	140	670	3	<1	96	<0.5	<0.8	<0.8	<0.8
05/12/03	180	390	4	1	200	<0.5	<0.8	<0.8	<0.8
05/14/04	160	510	3	1	110	<0.5	<0.8	<0.8	<0.8
ABANDONED									
MW-D									
12/01/87	--	--	--	--	--	--	--	--	--
09/07/88	17.1	<2.5	82.5	169.00	--	--	--	--	--
01/03/89	<0.5	<0.5	<0.5	<1,000	--	--	--	--	--
04/06/89	--	--	--	--	--	--	--	--	--
05/05/89	--	--	--	--	--	--	--	--	--
06/12/89	337	<5.0	<5.0	<10	--	--	--	--	--
06/20/89	--	--	--	--	--	--	--	--	--
09/19/89	300	<10	250	<40	--	--	--	--	--
12/28/89	570	<0.5	440	62.00	--	--	--	--	--
06/06/90	--	--	--	--	--	--	--	--	--
09/11/90	--	--	--	--	--	--	--	--	--

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MW-D (cont)									
12/19/90	--	--	--	--	--	--	--	--	--
03/31/91	--	--	--	--	--	--	--	--	--
06/18/91	--	--	--	--	--	--	--	--	--
08/29/91	--	--	--	--	--	--	--	--	--
11/04/91	--	--	--	--	--	--	--	--	--
01/29/92	1,100	<25	820	910.00	1,500	<25	<25	<25	<25
05/12/92	890	<25	870	360.00	1,600	<25	<25	<25	<25
08/18/92	1,200	59	<50	250.00	1,900	<50	<50	<50	930
12/31/92	--	--	--	--	--	--	--	--	--
03/25/93	--	--	--	--	--	--	--	--	--
06/16/93	<0.5	8	140	110.00	330	<0.5	<0.5	<0.5	<0.5
10/06/93	--	--	--	--	--	--	--	--	--
02/08/94	--	--	--	--	--	--	--	--	--
06/15/94	--	--	--	--	--	--	--	--	--
08/24/94	--	--	--	--	--	--	--	--	--
12/15/94	--	--	--	--	--	--	--	--	--
02/27/95	--	--	--	--	--	--	--	--	--
05/18/95	--	--	--	--	--	--	--	--	--
08/24/95	<10	<10	37	22.00	35	<10	<10	<10	<10
11/30/95	--	--	--	--	--	--	--	--	--
02/19/96	--	--	--	--	--	--	--	--	--
05/16/96	--	--	--	--	--	--	--	--	--
11/13/96	Discontinued								
05/12/03	<1	<0.8	<0.8	<1	<0.8	<0.5	<0.8	<0.8	<0.8
05/14/04	<1	1	<0.8	<1	<0.8	<0.5	<0.8	<0.8	<0.8
ABANDONED									
EA-1									
12/01/87	--	--	--	--	--	--	--	--	--
09/07/88	6.2	2.7	2.6	3.60	--	--	--	--	--
01/03/89	6.5	4.4	1.7	<0.5	--	--	--	--	--
04/06/89	--	--	--	--	--	--	--	--	--
05/05/89	--	--	--	--	--	--	--	--	--

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EA-1 (cont)									
06/12/89	17	<5.0	<5.0	<10	22	--	--	--	--
06/20/89	--	--	--	--	--	--	--	--	--
09/19/89	26	3.9	5.4	<2.0	--	--	--	--	--
12/28/89	47	5.1	9.6	5.70	--	--	--	--	--
06/06/90	--	--	--	--	--	--	--	--	--
09/11/90	--	--	--	--	--	--	--	--	--
12/19/90	46	20	19	--	37	<0.5	--	--	--
03/31/91	87	26	30	<1.0	50	<0.5	--	--	--
06/18/91	160	40	22	19.00	67	<0.5	<0.5	--	--
08/29/91	180	34	24	6.30	60	<0.5	<0.5	<0.5	<0.5
11/04/91	230	58	25	<1.0	76	<0.5	<0.5	<0.5	0.6
01/29/92	160	54	9.3	<5.0	44	<2.5	<2.5	<2.5	<2.5
05/12/92	300	73	30	6.20	76	<2.5	<2.5	<2.5	<2.5
08/18/92	210	60	32	6.00	83	<1.7	<1.7	<1.7	<1.7
12/31/92	200	40	20	<5.0	70	<5.0	<5.0	<5.0	<5.0
03/25/93	230	54	28	<10	74	<5.0	<5.0	<5.0	9.2
06/16/93	<5.0	48	23	<10	79	<5.0	<5.0	<5.0	<5.0
10/06/93	130	40	29	4.00	66	<5.0	<5.0	<5.0	<5.0
02/08/94	91	34	22	7.00	47	4.0	<0.5	<0.5	1.0
06/15/94	100	33	22	10.00	53	3.0	<0.5	<0.5	0.8
08/24/94	84	42	26	4.30	61	1.9	<0.5	<0.5	<0.5
12/15/94[3]	130	55	36	7.00	75	3.2	<0.5	<0.5	0.7
02/27/95	210	73	50	<5.0	83	<5.0	<5.0	<5.0	<5.0
05/18/95	180	66	45	<2.5	95	<2.5	<2.5	<2.5	<2.5
08/24/95	180	49	30	<10	90	<10	<10	<10	<10
11/30/95	120	41	25	<8.0	65	<5.0	<5.0	<5.0	<5.0
02/19/96	120	38	<0.5	5.70	72	1.2	<0.5	<0.5	<0.5
05/16/96	78	21	<10	<20	65	<10	<10	<10	<10
08/28/96	150	38	22	4.60	30	<0.5	<0.5	<0.5	1.2
11/13/96	62	19	12	<2.0	28	<1.0	<1.0	<1.0	<1.0
02/20/97	34	13	5.2	<0.8	16	0.5	<0.5	<0.5	<0.5

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EA-1 (cont)									
05/16/97	13	5.1	3.5	<1.0	8.4	1.1	<0.5	<0.5	<0.5
12/02/97	11	5.4	3.8	<1.0	6.8	1.1	<0.5	<0.5	<0.5
05/12/03	90	56	14	<1	55	0.6	<0.8	<0.8	<0.8
ABANDONED									
EA-2									
09/07/88	241	<2.5	<5.0	--	--	--	--	--	--
01/03/89	1,700	<0.5	<200	--	--	--	--	--	--
04/06/89	--	--	--	--	--	--	--	--	--
05/05/89	--	--	--	--	--	--	--	--	--
06/12/89	1,640	14	<10	720.00	22	--	--	--	--
06/20/89	--	--	--	--	--	--	--	--	--
09/19/89	2,700	<25	<100	--	--	--	--	--	--
12/28/89	52	120	1.1	<2.0	--	--	--	--	--
06/06/90	--	--	--	--	--	--	--	--	--
09/11/90	--	--	--	--	--	--	--	--	--
12/19/90	142	389	0.7	--	21	0.7	<0.5	<0.5	<0.8
03/31/91	--	--	--	--	--	--	--	--	--
06/18/91	1,100	2,000	21	34.00	1,200	--	--	--	--
08/29/91	--	--	--	--	--	--	--	--	--
11/04/91	--	--	--	--	--	--	--	--	--
01/29/92	--	--	--	--	--	--	--	--	--
05/12/92	380	3,500	<25	<25	740	<25	<25	<25	<25
08/18/92	79	2,500	<2.5	<2.5	120	<2.5	<2.5	<2.5	<2.5
12/31/92	--	--	--	--	--	--	--	--	--
03/25/93	--	--	--	--	--	--	--	--	--
06/16/93	<0.5	2,100	10	2.00	73	1.0	<0.5	<0.5	<0.5
10/06/93	--	--	--	--	--	--	--	--	--
02/08/94	--	--	--	--	--	--	--	--	--
06/15/94	--	--	--	--	--	--	--	--	--
08/24/94	--	--	--	--	--	--	--	--	--
12/15/94	--	--	--	--	--	--	--	--	--
02/27/95	--	--	--	--	--	--	--	--	--
05/18/95	--	--	--	--	--	--	--	--	--

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1705 Contra Costa Boulevard
Pleasant Hill, California

WELL ID/ DATE	TCE (ppb)	PCE (ppb)	T-1,2,-DCE (ppb)	V.C. (ppb)	C-1,2-DCE (ppb)	1,2-DCA (ppb)	CHB (ppb)	CF (ppb)	1,1-DCE (ppb)
EA-2 (cont)									
08/24/95	760	4,000	<50	<50	250	<50	<50	<50	<50
11/30/95	--	--	--	--	--	--	--	--	--
02/19/96	--	--	--	--	--	--	--	--	--
05/16/96	--	--	--	--	--	--	--	--	--
05/12/03	3,600	3,100	28	81	2,900	<2	<3	<3	<3
ABANDONED									
EA-3									
09/07/88	134	1,570	<2.5	<5.0	--	--	--	--	--
01/03/89	750	5,000	6.5	<250	--	--	--	--	--
04/06/89	--	--	--	--	--	--	--	--	--
05/05/89	--	--	--	--	--	--	--	--	--
06/12/89	64	2,190	<5.0	<10	35	--	--	--	--
06/20/89	--	--	--	--	--	--	--	--	--
09/19/89	100	64	5.4	8.90	--	--	--	--	--
12/28/89	162	3,060	2.9	<2.0	--	--	--	--	--
06/06/90	--	--	--	--	--	--	--	--	--
09/11/90	--	--	--	--	--	--	--	--	--
12/19/90	--	--	--	--	--	--	--	--	--
03/31/91	40	3,800	2.0	<1.0	26	<0.5	2.0	--	--
06/18/91	--	--	--	--	--	--	--	--	--
08/29/91	340	2,700	12	<1.0	130	<0.5	<0.5	<0.5	<0.5
11/04/91	99	490	2.3	<1.0	38	<0.5	<0.5	<0.5	<0.5
01/29/92	67	970	<0.5	<1.0	38	<0.5	<0.5	<0.5	<0.5
05/12/92	180	1,700	<25	<25	62	<25	<25	<25	<25
08/18/92	97	730	<1.25	<1.25	46	<1.25	<1.25	<1.25	3.0
12/31/92	--	--	--	--	--	--	--	--	--
03/25/93	150	1,000	<25	<50	40	<25	<25	<25	<25
06/16/93	<0.5	600	2.0	<1.0	77	<0.5	<0.5	<0.5	<0.5
10/06/93	--	--	--	--	--	--	--	--	--
02/08/94	130	410	4.0	<1.0	76	<0.5	<0.5	<0.5	<0.5
06/15/94	--	--	--	--	--	--	--	--	--
08/24/94	87	350	3.1	<1.0	88	<0.5	<0.5	<0.5	<0.5
12/15/94	59	210	2.3	2.30	44	<0.5	<0.5	<0.5	<0.5

Table 3

Groundwater Analytical Results
Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

WELL ID/ DATE	TCE (ppb)	PCE (ppb)	T-1,2,-DCE (ppb)	V.C. (ppb)	C-1,2-DCE (ppb)	1,2-DCA (ppb)	CHB (ppb)	CF (ppb)	1,1-DCE (ppb)
EA-3 (cont)									
02/27/95	100	310	<5.0	<5.0	71	<5.0	<5.0	<5.0	<5.0
05/18/95	130	370	<5.0	<5.0	80	<5.0	<5.0	<5.0	<5.0
08/24/95	95	300	<10	<10	51	<10	<10	<10	<10
11/30/95	110	380	25	<8.0	65	<50	<50	<50	<50
02/19/96	84	340	2.0	2.20	60	<0.5	<0.5	<0.5	<0.5
05/16/96	83	220	<10	<20	83	<10	<10	<10	<10
08/28/96	120	600	<0.5	2.50	26	<0.5	<0.5	<0.5	<0.5
11/13/96	94	670	<10	<20	73	<10	<10	<10	<10
02/20/97	340	1,800	<12	<20	250	<12	<12	<12	<12
05/16/97	72	390	<10	<20	46	<10	<10	<10	<10
12/02/97	45	250	<5.0	<10	54	<5.0	<5.0	<5.0	<5.0
05/07/98	120	540	<12	<25	85	<12	<12	<12	<12
06/17/99	155	564	<10	<20	134	<10	<10	<10	<10
05/03/02	470	1,800	20	<1	660	<0.5	<0.8	<0.8	1
05/12/03	250	800	13	<1	420	<0.5	<0.8	<0.8	<0.8
05/14/04	240	750	12	1	430	<0.5	<0.8	<0.8	<0.8
ABANDONED									
EA-4									
06/12/89	<5.0	<5.0	<5.0	<10	<5.0	--	--	--	--
06/20/89	--	--	--	--	--	--	--	--	--
09/19/89	<2.0	0.5	<0.5	<2.0	--	--	--	--	--
12/28/89	<0.5	<0.5	<0.5	<2.0	--	--	--	--	--
06/06/90	--	--	--	--	--	--	--	--	--
09/11/90	--	--	--	--	--	--	--	--	--
12/19/90	<0.5	<0.5	<0.5	--	<0.5	<0.5	--	--	--
03/31/91	<0.5	<0.5	<0.5	<1.0	<0.5	<0.5	<0.5	--	--
06/18/91	<0.5	<0.5	<0.5	<1.0	<0.5	<0.5	<0.5	<0.5	--
08/29/91	<0.5	<0.5	<0.5	<1.0	<0.5	<0.5	<0.5	<0.5	<0.5
11/04/91	<0.5	<0.5	<0.5	<1.0	<0.5	<0.5	<0.5	<0.5	<0.5
01/29/92	<0.5	<0.5	<0.5	<1.0	<0.5	<0.5	<0.5	<0.5	<0.5
05/12/92	--	--	--	--	--	--	--	--	--
08/18/92	--	--	--	--	--	--	--	--	--

Table 3

Groundwater Analytical Results

Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

WELL ID/ DATE	TCE (ppb)	PCE (ppb)	T-1,2,-DCE (ppb)	V.C. (ppb)	C-1,2-DCE (ppb)	1,2-DCA (ppb)	CHB (ppb)	CF (ppb)	1,1-DCE (ppb)
EA-4 (cont)									
12/31/92	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5
03/25/93	--	--	--	--	--	--	--	--	--
06/16/93	<0.5	<0.5	<0.5	<1.0	<0.5	<0.5	<0.5	<0.5	<0.5
10/06/93	<0.5	<0.5	<0.5	<1.0	<0.5	<0.5	<0.5	<0.5	<0.5
02/08/94	<0.5	0.6	<0.5	<1.0	<0.5	<0.5	<0.5	<0.5	<0.5
06/15/94	<0.5	<0.5	<0.5	<1.0	<0.5	<0.5	<0.5	<0.5	<0.5
08/24/94	0.9	7.1	<0.5	<1.0	<0.5	<0.5	<0.5	<0.5	<0.5
12/15/94	<0.5	<0.5	<0.5	<1.0	<0.5	<0.5	<0.5	<0.5	<0.5
02/27/95	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5
05/18/95	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5
08/24/95	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0
11/30/95	<0.5	<0.5	<0.5	<0.8	<0.5	<0.5	<0.5	<0.5	<0.5
02/19/96	<0.5	<0.5	<0.5	<1.0	<0.5	<0.5	<0.5	<0.5	<0.5
05/16/96	<0.5	<0.5	<0.5	<1.0	<0.5	<0.5	<0.5	<0.5	<0.5
08/28/96	<0.5	<0.5	<0.5	<1.0	<0.5	<0.5	<0.5	<0.5	<0.5
11/13/96	<0.5	<0.5	<0.5	<1.0	<0.5	<0.5	<0.5	<0.5	<0.5
02/20/97	<0.5	<0.5	<0.5	<0.8	<0.5	<0.5	<0.5	<0.5	<0.5
05/16/97	<0.5	<0.5	<0.5	<1.0	<0.5	<0.5	<0.5	<0.5	<0.5
12/02/97	<0.5	<0.5	<0.5	<1.0	<0.5	<0.5	<0.5	<0.5	<0.5
05/12/03	<1	<0.8	<0.8	<1	<0.8	<0.5	<0.8	<0.8	<0.8
ABANDONED									
TRIP BLANK									
01/20/92	<0.5	<0.5	<0.5	<1.0	<0.5	<0.5	<0.5	<0.5	<0.5
05/12/92	<0.5	<0.5	<0.5	<1.0	<0.5	<0.5	<0.5	<0.5	<0.5
10/06/93	<0.5	<0.5	<0.5	<1.0	<0.5	<0.5	<0.5	<0.5	<0.5

Table 3
Groundwater Analytical Results
Chevron Service Station #9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

EXPLANATIONS:

Groundwater laboratory analytical results prior to May 3, 2002, were compiled from reports prepared by Blaine Tech Services, Inc.

TCE = Trichloroethene
PCE = Tetrachloroethene
T-1,2-DCE = Trans-1,2-Dichloroethene
V.C. = Vinyl Chloride
C-1,2-DCE = Cis-1,2-Dichloroethene
1,2-DCA = 1,2-Dichloroethane
CHB = Chlorobenzene
CF = Chloroform
1,1-DCE = 1,1-Dichloroethene
-- = Not Analyzed

[1] MW-C reported as MW-6 on analytical results.
[2] Methylene chloride was detected at 1.7 ppb. Results are taken from two levels of diluted analysis.
[3] Cis-1,3-dichloropropene detected at 0.9 ppb.

NOTE: All other HVOCs by EPA Method 8260 were less than the reporting limit unless indicated above.

ATTACHMENT D

PLEASANT HILL PUBLIC LIBRARY PHONEBOOK RECORDS

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One-Hour Cleaners
43 Danville Sq Danvle-VErnon 7-6500
ONE HOUR MARTINIZING
No 1 2595 Contra Costa Hwy(PH)-YElostn 5-0429
No 2 1942 Linda Dr(PH)-------MUlbery 2-4060
Orinda Cleaners 37 Moraga Hwy(O)...CLifrd 4-3524
Park & Shop Cleaners & Launderette
1762 Salvio(C)-MUlbery 5-6887
Parkway Cleaners 2482 Salvio(C)....MUlbery 5-7288
PAYLESS CLEANERS
3540 Clayton Rd(C)----------MUlbery 2-1148
(See Advertisement This Page)
PAYLESS CLEANERS
2375 Contra Costa Hwy(PH)-----YElostn 4-5730
PAYLESS CLEANERS 995 East(P)--HEmstd 2-4127
PAYLESS CLEANERS 712 Main--------Martnz 38
Payless Cleaners
1703 Mt Diablo Bl(WC)-YElostn 4-9972
Payless Cleaners 3568 Mt Diablo Bl(L)-ATlntc 3-6660
Payless Cleaners 2123 Pacheco(C)---MUlbery 2-4220
Plaza Cleaners 3537 Mt Diablo Blvd(L).ATlntc 4-9941
(See Advertisement Page 109)
PLAZA CLEANERS 2171 Salvio(C)..MUlbery 5-7612
(See Advertisement Page 109)
PLEASANT HILLS CLEANERS
Complete Cleaning & Laundry Service
110 Astrid Dr(WC)----------YElostn 5-5115
Port Chicago Laundromat
314 Main(PC)----------GLadstn 8-2305
Rodeo Cleaners & Tailors 528-1st .....Rodeo 4582

ST PAUL CLEANERS

Exclusive SANITONE Cleaning
KNIT SPECIALISTS
We Operate Our Own Plant
LOCATED IN THE BROADWAY SHOPPING CENTER
1258 Broadway(WC) .....YElowstn 4-9669

(Continued Next Page)

Classified Directory advertising brings new prospects into your store, reminds old customers to come back again.

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Parkway Cleaners 2482 Salvio(C). . . .MUlbery 5-72
Pay-Less Cleaners
193 N Hartz Av Danvle-VErnon 7-70
PAYLESS CLEANERS
3540 Clayton Rd(C)----------MUlbery 2-11
(See Advertisement This Page)
PAYLESS CLEANERS
2375 Contra Costa Hwy(PH)-----YElostn 4-57
PAYLESS CLEANERS 712 Main--------Martnz
Payless Cleaners
1703 Mt Diablo Bl(WC)-YElostn 4-9
Payless Cleaners
3568 Mt Diablo Bl(L) ATlntc 3-6
PAYLESS CLEANERS
2123 Pacheco(C)-MUlbery 2-42
(See Advertisement Page 123)
Payless Cleaners 424 W 4th Antch--PLateau 7-04
PAYLESS CLEANERS
305 E 10th(P)-HEmstd 2-4
PLAZA CLEANERS 2171 Salvio(C). .MUlbery 5-7
(See Advertisement Page 123)
Plaza Cleaners Lafayette
3537 Mt Diablo Bl(L)-ATlntc 3-2
PLEASANT HILLS CLEANERS
Complete Cleaning & Laundry Service
110 Astrid Dr(PH)----------YElostn 5-5
Rodeo Cleaners & Tailors 528-1st . . . . . Rodeo 4

(Continued Next Page)

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San Ramon Village

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Wy(L)-------283-251
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1 Vine Av(M)-AC 8-312

ILAR SERVICE
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& Delivery
NUT CREEK

Plant
WC)------YE 4-3238

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cago Hwy(C)-MU 2-851

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LAUNDRY &
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(C)------MU 5-3773

----------MU 5-515
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Pickup-Deliver
----------PL 7-177

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(Next Page)

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INDEX TO CLASSIFIED HEADINGS—SEE GREEN PAGES

AUGUST 1961 - NO LISTING

Cl

Cleaners & Dyers-(Cont'd)

ght-Conover
12 Locust(WC) ----------YE 4-3329
Rothe Cleaners 1860 A(A)-----PL 7-5940
NDROMAT
945 Boulevard Cir(WC)------YE 4-6676
ie's Quality Cleaners
1918 Oak Park Bl(WC)-YE 5-3776
LIE'S QUALITY CLEANERS
490-2d Av(WC) ----------YE 5-1640
(Please See Advertisement Page 123)
RSHALL STEEL
alnut Creek Stores
512 Locust(WC) ----------YE 4-3329
E Newell Av & S Main(WC)----YE 4-1160
oncord Store Salvio & Adobe(C)-MU 2-6320
afayette-Orinda Stores
Mt Diablo Bl & Happy
Valley Rd(L) ----------283-2132
k Park Store
Oak Park Bl &
Patterson Bl(WC) ---------YE 5-0218
(Please See Advertisement Page 124)
RTINEZ LAUNDRY & DRY CLEANERS
e Elite for Your Local Listing
Estudillo & Escobar(M)-------AC 8-1950
tinizing One Hour
385 N Main(WC)----------YE 4-6324
tinizing One Hour
385 N Main(WC)----------YE 5-9967

ETRO TAILORS & CLEANERS
IN PITTSBURG
Quality Dry Cleaning
LOWEST PRICES IN THIS AREA
3 Hrs. Free Parking
318 Black Diamond(P)-----HE 2-7108

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NTE GARDENS CLEANERS
3616 Willow Pass Rd(C)------MU 2-0311
View Automatic Laundry
2401 Martinez Av(M)-AC 8-5166
tional Cleaners 45 E 4th(P)----HE 2-2673
(Please See Advertisement This Page)
-Way Cleaners
618 Las Juntas(M)----------AC 8-3209
(Please See Advertisement Page 124)
Cleaners & Laundry Service
365 Diane Av(P)----------HE 9-8182
e Hour Martinizing
2610 Clayton Rd(C)---------MU 5-4225
NE HOUR MARTINIZING
43 Danville Sq(D)----------VE 7-6500
NE HOUR MARTINIZING
3580 Mt Diablo Bl(L)---------284-9876
(Please See Advertisement This Page)
e Hour Sparklizing
514 S Danville Hwy(D)--------VE 7-7878
rk & Shop Cleaners & Launderette
1762 Salvio(C) ----------MU 5-6887
(Please See Advertisement Page 124)
rkway Cleaners 2482 Salvio(C)-MU 5-7288
yless Cleaners
3540 Clayton Rd(C)----------MU 2-1148
7375 Contra Costa Hwy(P)----YE 4-5730
993 N Hartz Av(D)----------VE 7-7027
1703 Mt Diablo Bl(WC)--------YE 4-9972
3568 Mt Diablo Bl(L)----------283-6660
3123 Pacheco(C) ----------MU 2-4220
YLESS CLEANERS
712 Main(M)-AC 8-3565
yless Cleaners 226 Pacific Av--Rodeo 2511
yless Cleaners 424 W 4th(A)---PL 7-0481
YLESS CLEANERS
305 E 10th(P)----------HE 2-4127
AZA CLEANERS
2171 Salvio(C)-MU 5-7612
(Please See Advertisement Page 123)
AZA CLEANERS LAFAYETTE
3537 Mt Diablo Bl(L)---------283-2888
EASANT HILLS CLEANERS
Complete Cleaning & Laundry Service
110 Astrid Dr(PH)----------YE 5-5115
odeo Cleaners & Tailors 528-1st-Rodeo 4582

TO FILL CRACKS

Cracks in wooden walls, etc., can e permanently repaired by filling em with a thick paste made of pproximately 1 part linseed oil, 2 arts hot glue, 3 parts whiting and

ST PAUL CLEANERS
1381 E Newell(WC)----------YE 4-9669
(Please See Advertisement This Page)
Sure-Save Cleaners
814 Escobar(M) ----------AC 8-6510
(Please See Advertisement This Page)
THRIFTY CLEANERS
2320 San Pablo Av Pinole-----PL 8-2449
Troy Laundry & Dry Cleaners
331 Black Diamond(P)-HE 2-7033
Vieira's Pittsburg Cleaners
385 Central Av(P)-HE 2-6367
(Please See Advertisement Page 124)

VILLAGE CLEANERS
IN ORINDA
ALTERATIONS & REPAIRS FOR MEN & WOMEN
Free Parking In the Rear
BLUE CHIP STAMPS
Opposite Golf Course
83 Orinda Wy(O)----------CL 4-2543

VIRGINIA CLEANERS & LAUNDRY
46 YEARS OF RELIABLE CLEANING
SPREADS — FANCY LINENS
CURTAINS — DRAPES — BLANKETS
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OVER 25 YRS. SERVICE
Cleaning As It Should Be
In Our Stoddard Solvent Plant
Two Locations to Serve You
1341 Main(WC) ----------YE 4-2404
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Walnut Creek Cleaners
1237 Boulevard Wy(WC)-YE 5-6410
Willow Pass Diaper Service & Laundromat
2748 Willow Pass Rd(C)-MU 2-0469

WORLEY'S ORINDA CLEANERS
We Operate Our Own Plant
SPECIAL SERVICE ON REQUEST
"Particular — For the Particular"
Across from Theatre
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1. Look up the number in the latest directory. Write it down.
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ONE HOUR MARTINIZING
"THE MOST IN DRY CLEANING"
1-Hour Service
NO EXTRA CHARGE
★ LAUNDRY SERVICE
★ ALTERATIONS
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3580 MT. DIABLO BLVD.
LAFAYETTE

Sure Save Cleaners
FOR SAFE ECONOMY
LOW PRICES — FAST SERVICE
MARTINEZ — Corner of Escobar & Ferry Sts. — AC 8-6
PLEASANT HILL—Gregory Lane Next to Louis Store YE 5-0
SAVE ON CASH & CARRY

Hamli
FINE Cleaning
For Cleaning Tailored t
By Research Fabric
★ FORMALS ★ WEDDING GOWNS
★ KNITTED GARMENTS EXPERTLY BLOCKED
★ DECORATOR FOLD DRAPERY CLEANING
• SERVING
• ORINDA
• LAFAYETTE
EXPERT ALTERATIONS
PICK-UP & DELIVERY
CASH & CARRY
283-2510
Charge Accts. Invited
3425 GOLDEN GATE WAY

St. Paul CLEANERS
IN WALNUT
1381 E. NE
These Famous Clothiers proudly recommend the FINEST in DRY CLEANING
SACONY
SANITO
WORSTED-TEX
YE 4-9669
"COMPARISON PROVES OUR QUALITY"

IN PITTSBURG
ONE OF THE FINEST
DRY CLEANING
PLANTS TOP QUALITY SERVICE
FREE PICK-UP & DELIVERY
• KNITS — SWEATERS
• FORMALS
• DRAPES — DECORATOR FOLD
LINT FREE — CLING FREE
CALL
HE 2-2673
National Cleaners
45 E. 4th PITTSBURG

FAULTLESS CI
IN PITTSBURG
Pick-Up & Delivery
Hrs. 7 A.M. 6 P.M.

KNIT WEAR BLO
CLEANING A SI
4-HOUR SERVICE B
REASONABLE
HE 2-25

& Dyers–(Cont'd)

nover
ocust(WC) ----------YE 4-3329
Cleaners 1860 A(A)-----PL 7-5940
MAT
Boulevard Cir(WC)------YE 4-6676
ality Cleaners
1918 Oak Park Bl(WC)-YE 5-3776
QUALITY CLEANERS
d Av(WC) ----------YE 5-1640
se See Advertisement Page 123)
LL STEEL
Creek Stores
Locust(WC) ----------YE 4-3329
ll Av & S Main(WC)----YE 4-1160
Store Salvio & Adobe(C)-MU 2-6320
e-Orinda Stores
iablo Bl & Happy
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Store
Park Bl &
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se See Advertisement Page 124)
EZ LAUNDRY & DRY CLEANERS
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ng One Hour
N Main(WC)----------YE 4-6324
ng One Hour
N Main(WC)----------YE 5-9967

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Willow Pass Rd(C)------MU 2-0311
Automatic Laundry
2401 Martinez Av(M)-AC 8-5166
Cleaners 45 E 4th(P)----HE 2-2673
se See Advertisement This Page)
Cleaners
Las Juntas(M)----------AC 8-3209
ease See Advertisement Page 124)
ers & Laundry Service
Diane Av(P)----------HE 9-8182
r Martinizing
Clayton Rd(C)---------MU 5-4225
OUR MARTINIZING
anville Sq(D)----------VE 7-6500
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Danville Hwy(D)--------VE 7-7878
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ease See Advertisement Page 124)
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Cleaners
Clayton Rd(C)----------MU 2-1148
Contra Costa Hwy(PH)----YE 4-5730
Hartz Av(D)----------VE 7-7027
Mt Diablo Bl(WC)--------YE 4-9972
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SPREADS – FANCY LINENS
CURTAINS – DRAPES – BLANKETS
3635 Mt Diablo Bl(L)------284-7820

WALNUT CREEK CLEANERS
OVER 25 YRS. SERVICE
Cleaning As It Should Be
In Our Stoddard Solvent Plant
Two Locations to Serve You
1341 Main(WC) ----------YE 4-2404
1237 Boulevard Wy(WC)---YE 5-6410

Walnut Creek Cleaners
1237 Boulevard Wy(WC)-YE 5-6410

Willow Pass Diaper Service & Laundromat
2748 Willow Pass Rd(C)-MU 2-0469

WORLEY'S ORINDA CLEANERS
We Operate Our Own Plant
SPECIAL SERVICE ON REQUEST
"Particular – For the Particular"
Across from Theatre
37 Moraga Hwy(O)--------CL 4-3524

Here's how you may be sure of getting your party more often when you dial:

1. Look up the number in the latest directory. Write it down.
2. Listen for dial tone.
3. Dial carefully.
4. Wait a minute before you decide your party isn't home.

Cleaners & Dyers–(Cont'd)

Like New Cleaners 1220 Wanda---Crockt 4776
MARSHALL STEEL
Concord Store Salvio & Adobe(C)-682-6320
Lafayette-Orinda Stores
Mt Diablo Bl & Happy Valley Rd(L) ----------283-2132
Pleasant Hill Store
Oak Park & Patterson Bl(PH)--935-0216
Walnut Creek Stores
6 Convenient Stores to Serve You
1512 Locust(WC) ----------934-3329
E Newell Av & S Main(WC)----934-1160
(Please See Advertisement Page 136)
MARTINEZ LAUNDRY & DRY CLEANERS
See Elite for Your Local Listing
Estudillo & Escobar(M) -------228-1950
Martinizing One Hour
1385 N Main(WC)----------934-6324
Martinizing One Hour
1385 N Main(WC)----------935-9967

METRO TAILORS & CLEANERS
IN PITTSBURG
Quality Dry Cleaning
REASONABLE PRICES
EXPERT ALTERATIONS
3 Hrs. Free Parking
318 Black Diamond(P)------432-7108

MODERN CLEANERS
500-4th(A) ----------757-0737
MONTE GARDENS CLEANERS
3616 Willow Pass Rd(C)-------682-0311
Mt View Automatic Laundry
2401 Martinez Av(M)----------228-5166
National Cleaners 45 E 4th(P)-----432-2673
(Please See Advertisement Page 139)
Nu-Way Cleaners
618 Las Juntas(M) ----------228-3209
(Please See Advertisement This Page)
OK Cleaners & Laundry Service
265 Diane Av(P) ----------439-8182
One-Hour Cleaners
7841 Amador Valley Bl(SRV)---821-9998

(Continued Next Page)

Cleaners & Dyers–(Cont'd)

One Hour Martinizing
2610 Clayton Rd(C)----------685-4225
(Please See Advertisement Page 137)
One Hour Martinizing
1709 Contra Costa Hwy(PH)----685-4226
ONE HOUR MARTINIZING
43 Danville Sq(D)----------837-6500
ONE HOUR MARTINIZING
3580 Mt Diablo Bl(L)----------284-9876
(Please See Advertisement This Page)
ONE HOUR MERCURY DRY CLEANERS & MACHINERY CO
2714 Pinole Valley Rd Pinole----758-2161
One Hour Sparklizing
514 San Ramon Valley Bl(D)----837-7878
PARK & SHOP CLEANERS & LAUNDERETTE 1762 Salvio(C)--685-6887
Parkway Cleaners 2482 Salvio(C)--685-7288
Payless Cleaners
3540 Clayton Rd(C)----------682-1148
2375 Contra Costa Hwy(PH)-----934-5730
193 N Hartz Av(D)----------837-7027
1850 Mt Diablo(WC)----------934-0161
3568 Mt Diablo Bl(L)----------283-6660
2123 Pacheco(C) ----------682-4220
Payless Cleaners
31 Clayton Valley Center(C)----685-0273
PAYLESS CLEANERS
712 Main(M) ----------228-3565
Payless Cleaners 226 Pacific Av--Rodeo 2511
Payless Cleaners 424 W 4th(A)---757-0481
PAYLESS CLEANERS
305 E 10th(P) ----------432-4127
PLAZA CLEANERS
2171 Salvio(C) ----------685-7612
(Please See Advertisement This Page)
PLAZA CLEANERS LAFAYETTE
3537 Mt Diablo Bl(L)----------283-2888
Rodeo Cleaners & Tailors 528-1st-Rodeo 4582
Rose's Personalized Dry Cleaning
6 Days A Week-9 AM till 5:30 PM
617 Main(M) ----------228-5131
ST PAUL CLEANERS
1381 E Newell(WC) ----------934-9669
(Please See Advertisement Page 138)
SANITONE—
ST PAUL CLEANERS
1381 E Newell(WC)--------934-9669
Shore Acres Dry Cleaning Store
72 Port Chicago Hwy(P)-------458-3935
Sure-Save Cleaners
814 Escobar(M) ----------228-6510
(Please See Advertisement Page 138)
THRIFTY CLEANERS
2352 San Pablo Av Pinole------758-2449
Troy Laundry & Dry Cleaners
331 Black Diamond(P) --------432-7033
Valeteria Service Center
2918 N Main(WC)----------935-5925
Vieira's Pittsburg Cleaners
385 Central Av(P)----------432-6367
(Please See Advertisement Page 138)

"Finding it Fast in the YELLOW PAGES" is a national habit. Purchasing agents, production men and engineers as well as housewives refer to the YELLOW PAGES when they are ready to buy.

Cleaners & Dyers–(Cont'd)

VILLAGE CLEANERS
IN ORINDA
ALTERATIONS & REPAIRS
FOR MEN & WOMEN
Free Parking In the Rear
BLUE CHIP STAMPS
Opposite Golf Course
83 Orinda Wy(O) ----------254-2543

VIRGINIA CLEANERS & LAUNDRY
47 YEARS OF
RELIABLE CLEANING
WEARING APPAREL
BEDSPREADS – FANCY LINENS
CURTAINS – DRAPES – BLANKETS
3635 Mt Diablo Bl(L)------284-7820

Walnut Creek Cleaners
1237 Boulevard Wy(WC)-------935-6410
Walnut Creek Cleaners
1341 Main(WC) ----------934-2404
(Please See Advertisement Page 138)

WORLEY'S ORINDA CLEANERS
We Operate Our Own Plant
SPECIAL SERVICE
ON REQUEST
"Particular – For the Particular"
Across from Theatre
37 Moraga Hwy(O)--------254-3524

Cleaners' & Dyers' Equipment

HOFFMAN EQUIPMENT—
WESTERN EQUIPMENT CO
340-29th Av Oakland----KEIog 4-6689

WESTERN EQUIPMENT CO
HOFFMAN
Exclusive Distributor
SHIRT LAUNDRIES AND
ONE HOUR DRYCLEANING
PLANTS OUR SPECIALTY
COIN DRYCLEANING
COIN LAUNDERETTES
Largest Used Equipment
Inventory in the West
340-29th Av Oakland-------KE 4-6689

EXPLOSION IN OVEN

If you burn the inside of the oven with an exploded potato or something, soak a cloth in ammonia and let it stay on the burned places an hour or so, after which you can scrape the spots clean without harming the enamel.

...aners & Dyers–(Cont'd)

...Hour Martinizing
...10 Clayton Rd(C)----------685-4225
(Please See Advertisement Page 137)
...Hour Martinizing
...09 Contra Costa Hwy(PH)----685-4226
...E HOUR MARTINIZING
...0 Danville Sq(D)----------837-6500
...E HOUR MARTINIZING
...580 Mt Diablo Bl(L)---------284-9876
(Please See Advertisement This Page)
...E HOUR MERCURY DRY CLEANERS & ...CHINERY CO
...714 Pinole Valley Rd Pinole----758-2161
...Hour Sparklizing
...24 San Ramon Valley Bl(D)----837-7878
...K & SHOP CLEANERS & ...UNDERETTE 1762 Salvio(C)--685-6887
...way Cleaners 2482 Salvio(C)--685-7288
...ess Cleaners
...40 Clayton Rd(C)----------682-1148
...75 Contra Costa Hwy(PH)-----934-5730
...33 N Hartz Av(D)----------837-7027
...50 Mt Diablo(WC)----------934-0161
...68 Mt Diablo Bl(L)---------283-6660
...23 Pacheco(C) ----------682-4220
...ess Cleaners
...31 Clayton Valley Center(C)----685-0273
...LESS CLEANERS
...12 Main(M) ----------228-3565
...ess Cleaners 226 Pacific Av--Rodeo 2511
...ess Cleaners 424 W 4th(A) ----757-0481
...LESS CLEANERS
...05 E 10th(P) ----------432-4127
...ZA CLEANERS
...71 Salvio(C) ----------685-7612
(Please See Advertisement This Page)
...ZA CLEANERS LAFAYETTE
...557 Mt Diablo Bl(L)---------283-2888
...o Cleaners & Tailors 528-1st-Rodeo 4582
...'s Personalized Dry Cleaning
...ays A Week-9 AM till 5:30 PM
...17 Main(M) ----------228-5131
...PAUL CLEANERS
...1081 E Newell(WC) ---------934-9669
(Please See Advertisement Page 138)
...NTONE–
...ST PAUL CLEANERS
...1381 E Newell(WC)------- 934-9669
...e Acres Dry Cleaning Store
...7 Port Chicago Hwy(P)-------458-3935
...-Save Cleaners
...34 Escobar(M) ----------228-6510
(Please See Advertisement Page 138)
...RIFTY CLEANERS
...352 San Pablo Av Pinole------758-2449
...Laundry & Dry Cleaners
...31 Black Diamond(P) ---------432-7033
...teria Service Center
...118 N Main(WC)----------935-5925
...e's Pittsburg Cleaners
...65 Central Av(P)----------432-6367
(Please See Advertisement Page 138)

"Finding it Fast in the YELLOW ...GES" is a national habit. Pur...sing agents, production men ...engineers as well as housewives ...er to the YELLOW PAGES ...n they are ready to buy.

Cleaners & Dyers–(Cont'd)

VILLAGE CLEANERS
IN ORINDA
ALTERATIONS & REPAIRS
FOR MEN & WOMEN
Free Parking In the Rear
BLUE CHIP STAMPS
Opposite Golf Course
83 Orinda Wy(O) ----------254-2543

VIRGINIA CLEANERS & LAUNDRY
47 YEARS OF
RELIABLE CLEANING
WEARING APPAREL
BEDSPREADS – FANCY LINENS
CURTAINS – DRAPES – BLANKETS
3635 Mt Diablo Bl(L)------284-7820

Walnut Creek Cleaners
1237 Boulevard Wy(WC)-------935-6410
Walnut Creek Cleaners
1341 Main(WC) ----------934-2404
(Please See Advertisement Page 138)

WORLEY'S ORINDA CLEANERS
We Operate Our Own Plant
SPECIAL SERVICE
ON REQUEST
"Particular – For the Particular"
Across from Theatre
37 Moraga Hwy(O)--------254-3524

Cleaners' & Dyers' Equipment

HOFFMAN EQUIPMENT–
WESTERN EQUIPMENT CO
340-29th Av Oakland----KElog 4-6689

WESTERN EQUIPMENT CO
HOFFMAN
Exclusive Distributor
SHIRT LAUNDRIES AND
ONE HOUR DRYCLEANING
PLANTS OUR SPECIALTY
COIN DRYCLEANING
COIN LAUNDERETTES
Largest Used Equipment
Inventory in the West
340-29th Av Oakland-------KE 4-6689

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If you burn the inside of the oven with an exploded potato or something, soak a cloth in ammonia and let it stay on the burned places an hour or so, after which you can scrape the spots clean without harming the enamel.

Cleaners & Dyers–(Cont'd)

HORTON TOMMIE
Cash & Carry 7:30-6 PM Sat 8-12:30
235 Brookwood Rd(O)---------254-2657
Ideal Laundry 428 W 10th(P)-----439-5494

KEEP-U-NEAT CLEANERS
Home Owned-Home Operated
No Exchg-1 Hr Serv-Pickup-Deliver
1815 A(A) ----------757-1775

Keep-U-Neat Cleaners
Main Oakley ----------625-2824
Lamothe Cleaners 1860 A(A)------757-5940

LESLIE'S VALET-ERIA SERVICE CENTER 2918 N Main(WC)-----935-3776
(Please See Advertisement Page 139)

MARSHALL STEEL CERTIFIED DRY CLEANING
Quality Laundering
Drapery & Curtain Cleaning
MARSHALL STEEL
"The Nicest Thing That Ever Happened to Your Clothes"

"FOR INFORMATION CALL"

PICK UP & DELIVERY SERVICE

Marshall Steel Cleaners & Launderers
Mt Diablo Bl & Happy Valley Rd
(L) ----------283-2132

CASH & CARRY STORES

WALNUT CREEK

MAIN OFFICE

Marshall Steel Cleaners & Launderers
1512 Locust(WC) ---------934-3329

BRANCH STORE

Marshall Steel Cleaners & Launderers
E Newell Av & S Main(WC)-934-1160

CONCORD

Marshall Steel Cleaners & Launderers
Salvio & Adobe(C)--------682-6320

LAFAYETTE

Marshall Steel Cleaners & Launderers
Mt Diablo Bl & Happy Valley Rd
(L) ----------283-2132

Marshall Steel Cleaners & Launderers
Pick Up & Delivery Service
Mt Diablo Bl & Happy Valley Rd
(L) ----------283-21
Cash & Carry Stores
Concord Store
Salvio & Adobe(C)----------682-63
Orinda Store 74 Moraga Wy(O)--254-85
Pleasant Hill Store
Oak Park & Patterson Bl(PH)-935-02
Walnut Creek Stores
1512Locust(WC) ----------934-33
E Newell Av & S Main(WC)---934-11

MARTINEZ LAUNDRY & DRY CLEANERS
See Elite for Your Local Listing
Estudillo & Escobar(M) -------228-19

MODERN CLEANERS
500-4th(A) ----------757-07

MONTE GARDENS CLEANERS
3616 Willow Pass Rd(C)-------682-03

Mt View Automatic Laundry
2401 Martinez Av(M)---------228-51

National Cleaners 45 E 4th(P)-----432-26
(Please See Advertisement This Page)

NU-WAY CLEANERS
618 Las Juntas(M)----------228-32

OK Cleaners & Laundry Service
265 Diane Av(P) ----------439-81

One-Hour Cleaners
7841 Amador Valley Bl(SRV)---828-99

One Hour Martinizing
2610 Clayton Rd(C)----------685-42
(Please See Advertisement Page 140)

One Hour Martinizing
1709 Contra Costa Bl(PH)-----685-42

ONE HOUR MARTINIZING

One Hour Martinizing
1385 N Main(WC)----------934-63

One Hour Martinizing
1385 N Main(WC)----------935-9

ONE HOUR MARTINIZING
3580 Mt Diablo Bl(L)---------284-9
(Please See Advertisement This Page)

One Hour Sparklizing
514 San Ramon Valley Bl(D)----837-7

Park & Shop Cleaners & Launderette
1762 Salvio(C) ----------685-6
(Please See Advertisement This Page)

Parkway Cleaners 2482 Salvio(C)--685-7

Payless Cleaners
3540 Clayton Rd(C)----------682-1
2375 Contra Costa Bl(PH)------934-5
193 N Hartz Av(D)----------837-7
1850 Mt Diablo(WC)----------934-0
3568 Mt Diablo Bl(L)----------283-6
2123 Pacheco(C) ----------682-4

Payless Cleaners
31 Clayton Valley Center(C)----685-0

Cleaners & Dyers–(Cont'd)

TO PAINT SCREENS

To paint a screen, or cover it with insect repellent, fasten a piece of old carpet to a block of wood. By using this implement instead of a brush, you will save lots of time and avoid lots of splattering.

(Continued on Pages 167 & 16

Cleaners & Dyers–(Cont'd)

One Hour Cleaners
2168 Solano Wy(C)----------689-5283

ONE HOUR MARTINIZING
2715 Clayton Rd Cncd---------685-4225

One Hour Martinizing
3164 Danville Bl Alamo--------837-1180

ONE HOUR MARTINIZING
3580 Mt Diablo Bl(L)---------284-9876
(Please See Advertisement This Page)

ONE HOUR MARTINIZING
1385 N Main(WC)----------935-9967
2857 Ygnacio Vly Rd(WC)-------939-5081
(Please See Advertisement Page 148)

One Hour Martinizing
1385 N Main(WC)----------934-6324

ONE HOUR MARTINIZING
21 Orinda Wy Orinda----------254-4167
(Please See Advertisement This Page)

ONE HOUR MARTINIZING
Rheem Center Moraga---------376-6800

ONE-HOUR MARTINIZING
442 Sun Valley Mall Cncd------687-3760

ONE HOUR MARTINIZING
1823 Willw Ps Rd(C)----------687-0630
(Please See Advertisement Page 147)

PARK LANE FRENCH DRAPERY CLEANERS
60 Frances Wy WC----------933-27
(Please See Advertisement Page 148)

Park & Shop Cleaners
1762 Salvio(C)----------685-66

PARK VIEW CLEANERS
2352 San Pablo Av Pinole------758-24

Parkway Cleaners 2482 Salvio(C)--685-72

PAYLESS CLEANERS
1633 A Ant----------757-04
3540 Clayton Rd(C)----------682-11
11811 Dublin Bl Dublin--------828-41
193 N Hartz Av(D)----------837-22
712 Main Mrtnz----------228-35
1261 Monument Bl Cncd--------682-81
3568 Mt Diablo Bl(L)---------283-66
1850 Mount Diablo Bl WC------934-01
1906 Oak Park Bl(PH)---------934-57
23E Orinda Wy Orinda---------254-59
2123 Pacheco Cncd----------682-42
305 E 10th Pit----------432-41

PLAZA CLEANERS
2171 Salvio(C)----------685-76
(Please See Advertisement Page 149)

PLEASANT HILL ONE HOUR CLEANERS

PRICELESS DRAPERY CLEANERS
2570 N Main WC----------933-05
(Please See Advertisement Page 147)

QUALITY CLEANERS
3827 Shopping Heights Ln Pit--439-56

Quick Way Cleaners
6924 Village Pkwy Dbln-------828-92

ROSE'S PERSONALIZED DRY CLEANING
6 Days a Week-9 AM til 5:30 PM
Specializing in Alterations-Knits
617 Main(M)----------228-51

(Continued Next Page)

1975

Cleaners & Dyers (Cont'd)

Thousands of people use these Yellow Pages as a buyers' guide.

(Continued Next Page)

Behind on orders? Let I Classified introduce the sup you need. It's fast. It's co ient. Wise buyers say there's ing like the Yellow Pages of telephone book for gettir touch with almost everyone a who sells things, fixes things things. Try Classified once you'll use it often.

ers (Cont'd)

Y & DRY CLEANERS
Ln PH---------938-1123
RS
Av Dan----------837-2236
UR CLEANERS
S
on Valley Bl Dan--820-1040
Advertisement Page 190)
ERS
l Cncd ---------825-2733
Advertisement This Page)

RS
onte Shopping Center
eaving & Alteration
eaning - Knitting Blocked
Rd Cncd-------825-8910

& Dry Cleaners
WC ----------935-5600
ners & Dyers
Oakind----------655-5252
RS THE
Av Oakind-------444-2741
wing exchanges only
Walnut Creek

for---------Entrprise 18828
Advertisement Page 186)

hopping Center
---------- 685-9872
Advertisement This Page)

& CARPET CLEANERS
'S LARGEST DRAPERY CLEANERS
CT PLEAT FOLDING
INKAGE – EVEN HEMS
Removal & Re-Installation
g – Water Damage Removal
nates Pick-Up & Delivery
FOR DRAPERY CLEANERS
WC----------933-0514

CONCORD CLEANERS
SPECIALIZING IN
DRAPERIES - FORMALS
FIRST CLASS
ALTERATIONS
2028 Salvio Cncd---------685-8524

DANA CLEANERS
IN THE DANA PLAZA
ONE HOUR
CLEANERS & LAUNDRY
LEATHER & SUEDES
Alterations & Reweaving
OPEN MON-SAT
32 Dana Plaza Cncd--------687-7729

DE FREITAS COIN-OP DRY CLEANERS & LAUNDRY
3506 Mt Diablo Bl(L)---------284-9961
DIABLO CLEANERS
1335 S Main(WC)----------935-6670
Discount Cleaners
5425 Clayton Rd Clytn--------689-9757
Discount Cleaners
3437 Mount Diablo Bl Laf------283-0293
Duraclean Carpet Cleaners
P O Box 23422 PH----------937-1585
Edwards Cleaners
Rheem Center Rheem --------376-5224
Elite Laundry & Dry Cleaners
Estudillo & Escobar Mrtnz------228-1951
Elite Laundry & Dry Cleaners Retail
Division 701 Escobar Mrtnz----228-9330
(Please See Advertisement Page 190)
EL MONTE CLEANERS
3456 Clayton Rd(C)----------682-9335
Fashion Cleaners
581 Ygnacio Valley Rd WC----939-5734
FOUR CORNERS CLEANERS
1941 Monument Bl Cncd-------685-8578

(Continued Next Page)

he Yellow Pages. Every hello is a good buy.

IN WALNUT CREEK

NORGE VILLAGE

NORGE

LAUNDRY & CLEANING
VILLAGE

★ DRAPERIES
★ BEDSPREADS
★ SHAG RUGS

DRY CLEANING . . . NO WAITING
PROFESSIONAL & SELF SERVICE DRY CLEANING & LAUNDRY
LAUNDERETTE - 16 TOP LOADERS - 8 DRYERS
2 - 30 LB WASHERS
OPEN TUESDAY THRU SATURDAY
8 A.M. TO 6 P.M.
CLOSED SUNDAY & MONDAY

935-9893

1375 S. CALIFORNIA BL. WALNUT CREEK
NEAR NEWELL AVE

BEL AIR

JNDRY & DRY CLEANING

Professional & Coin-Op

UNDERETTE
LB. WASHER
LARGE RUGS

SELF SERVICE PRESS SHOP
(NORGE)

DRAPERIES

Professional or Coin

FREE USE OF PROFESSIONAL DRAPERY FOLDER

ONE DAY SERVICE
OUR THREE LOCATIONS

CONCORD
BEL AIR CLEANERS
825-2733
4478 TREAT BL.
NORGE LAUNDRY
689-2520
3486 CLAYTON RD.
WALNUT CREEK
FASHION CLEANERS
939-5734
581 YGNACIO VALLEY RD

Biggest Problem one to us!"

IN PLEASANT HILL

SERVING
ALL CONTRA COSTA COUNTY

DRY CLEANING

WE OFFER,
PROFESSIONAL DRY CLEANING
ALSO COIN-OP CLEANING

1 HOUR SERVICE
NO EXTRA CHARGE

GARMENTS - BEAUTIFULLY CLEANED • SPOTTED • HAND FINISHED
• *WOOLENS* • *KNITS* • *CASHMERES*
• *LEATHERS & SUEDES* • *SILKS* • *FORMALS*

WEDDING GOWNS PRESERVED IN KEEPSAKE PACK

DRAPERIES

PROFESSIONAL REMOVAL & REHANGING SERVICE
1 DAY SERVICE ON REQUEST
• EVEN HEMS • HAND PLEATING • NO SHRINKAGE

ATTENTION
APT OWNERS
HOTELS & MOTELS
ASK US ABOUT OUR
SPECIAL RATES ON
DRAPERY CLEANING

DON & DONNA
CLAIRE'S
CLEANCO
CLEANERS

- PRESSING WHILE YOU WAIT
- MOTH PROOFING
- ALTERATIONS
- DEODERIZING
- WATERPROOFING

FREE PICK-UP & DELIVERY
OPEN 7 DAYS A WEEK
CALL
685-9872

IN THE CONTRA COSTA SHOPPING CENTER
BEHIND MONTGOMERY WARDS

WE OPERATE OUR OWN PLANT

...ners & Dyers (Cont'd)

TEC LAUNDRY & DRY CLEANERS
11 Gregory Ln PH---------938-1123
B CLEANERS
55 N Hartz Av Dan----------837-2236
B'S ONE HOUR CLEANERS & DRAPERIES
92 San Ramon Valley Bl Dan--820-1040
(Please See Advertisement Page 190)
AIR CLEANERS
478 Treat Bl Cncd ---------825-2733
(Please See Advertisement This Page)

AY CLEANERS
In El Monte Shopping Center
Reweaving & Alteration
Leather Cleaning - Knitting Blocked
523 Clayton Rd Cncd-------825-8910

al Laundry & Dry Cleaners
29 Locust WC ----------935-5600
of Paris Cleaners & Dyers
16 Adeline Oakind----------655-5252
N CLEANERS THE
0 W Grand Av Oakind-------444-2741
om the following exchanges only
Danville Walnut Creek
Lafayette
o Charge)
& Operator for--------Entrprise 18828
(Please See Advertisement Page 186)
co Cleaners
ntra Costa Shopping Center
---------- 685-9872
(Please See Advertisement This Page)

DRAPERY & CARPET CLEANERS
WORLD'S LARGEST DRAPERY CLEANERS
PERFECT PLEAT FOLDING
NO SHRINKAGE – EVEN HEMS
Professional Removal & Re-Installation
Fireproofing – Water Damage Removal
Free Estimates Pick-Up & Delivery
SEE OUR AD FOR DRAPERY CLEANERS
625 Locust WC----------933-0514

CONCORD CLEANERS
SPECIALIZING IN
DRAPERIES - FORMALS
FIRST CLASS
ALTERATIONS
2028 Salvio Cncd---------685-8524

DANA CLEANERS
IN THE DANA PLAZA
ONE HOUR
CLEANERS & LAUNDRY
LEATHER & SUEDES
Alterations & Reweaving
OPEN MON-SAT
32 Dana Plaza Cncd--------687-7729

DE FREITAS COIN-OP DRY CLEANERS & LAUNDRY
3506 Mt Diablo Bl(L)---------284-9961
DIABLO CLEANERS
1335 S Main(WC)----------935-6670
Discount Cleaners
5425 Clayton Rd Clytn--------689-9757
Discount Cleaners
3437 Mount Diablo Bl Laf------283-0293
Duraclean Carpet Cleaners
P O Box 23422 PH----------937-1585
Edwards Cleaners
Rheem Center Rheem --------376-5224
Elite Laundry & Dry Cleaners
Estudillo & Escobar Mrtnz------228-1951
Elite Laundry & Dry Cleaners Retail Division 701
Escobar Mrtnz----228-9330
(Please See Advertisement Page 190)
EL MONTE CLEANERS
3456 Clayton Rd(C)----------682-9335
Fashion Cleaners
581 Ygnacio Valley Rd WC----939-5734
FOUR CORNERS CLEANERS
1941 Monument Bl Cncd-------685-8578

(Continued Next Page)

Shop in the Yellow Pages.

Every hello is a good buy.

IN WALNUT CREEK

NORGE VILLAGE

NORGE

LAUNDRY & CLEANING
VILLAGE

★ DRAPERIES
★ BEDSPREADS
★ SHAG RUGS

DRY CLEANING . . . NO WAITING
PROFESSIONAL & SELF SERVICE DRY CLEANING & LAUNDRY
LAUNDERETTE - 16 TOP LOADERS - 8 DRYERS
2 - 30 LB WASHERS
OPEN TUESDAY THRU SATURDAY
8 A.M. TO 6 P.M.
CLOSED SUNDAY & MONDAY

935-9893

1375 S. CALIFORNIA BL. WALNUT CREEK
NEAR NEWELL AVE

BEL AIR

LAUNDRY & DRY CLEANING

Professional & Coin-Op

LAUNDERETTE
50 LB. WASHER
FOR: LARGE RUGS

SELF SERVICE PRESS SHOP
(NORGE)

DRAPERIES
Professional or Coin

"Your Biggest Cleaning Problem a little one to us!"

FREE USE OF PROFESSIONAL DRAPERY FOLDER

ONE DAY SERVICE
OUR THREE LOCATIONS

CONCORD
BEL AIR CLEANERS
825-2733
4478 TREAT BL.
NORGE LAUNDRY
689-2520
3486 CLAYTON RD.
WALNUT CREEK
FASHION CLEANERS
939-5734
581 YGNACIO VALLEY RD

IN PLEASANT HILL

SERVING
ALL CONTRA COSTA COUNTY

DRY CLEANING

WE OFFER,
PROFESSIONAL DRY CLEANING
ALSO COIN-OP CLEANING

1 HOUR SERVICE
NO EXTRA CHARGE

GARMENTS - BEAUTIFULLY CLEANED • SPOTTED • HAND FINISHED
• *WOOLENS* • *KNITS* • *CASHMERES*
• *LEATHERS & SUEDES* • *SILKS* • *FORMALS*
WEDDING GOWNS PRESERVED IN KEEPSAKE PACK

DRAPERIES
PROFESSIONAL REMOVAL & REHANGING SERVICE
1 DAY SERVICE ON REQUEST
• EVEN HEMS • HAND PLEATING • NO SHRINKAGE

ATTENTION
APT OWNERS
HOTELS & MOTELS
ASK US ABOUT OUR
SPECIAL RATES ON
DRAPERY CLEANING

DON & DONNA
CLAIRE'S
CLEANCO
CLEANERS

FREE PICK-UP & DELIVERY
OPEN 7 DAYS A WEEK

- PRESSING WHILE YOU WAIT
- MOTH PROOFING
- ALTERATIONS
- DEODERIZING
- WATERPROOFING

CALL
685-9872

IN THE CONTRA COSTA SHOPPING CENTER
BEHIND MONTGOMERY WARDS

WE OPERATE OUR OWN PLANT

1984

Cleaners (Cont'd)

HIGHLANDER CLEANERS
3805 Alhambra Av Mrtnz 229 3133
Please See Advertisement This Page

HOLBROOK CLEANERS
3373 Port Chicago Hwy Cncd 689 0566

HOLIDAY CLEANERS & COIN LAUNDRY
2918 N Main WC 939 2117
Please See Advertisement Previous Page

HORTON CLEANERS
IN ORINDA
Professional
DRY CLEANING
SUEDES & GLOVES - REWEAVING
REGULAR & FRENCH LAUNDRY
7 AM-6 PM Sat 8 AM-4:30 PM
235 Brookwood Rd Orinda 254 2657

JK CLEANING COMPANY
1680 Willow Pass Rd Cncd 671 7011
Please See Advertisement Page 357

J's French Cleaners
414 Sycamore Valley Road West
Dan 837 5745
Please See Advertisement This Page

J's French Cleaners
140 Village Square Orinda 254 6409

J's Pleasant Hill Cleaners
1709 Contra Costa Bl PH 685 4226

J's Village Cleaners
2234 Oak Grove Rd WC 930 0602

J's Vineyard Cleaners
5100 Clayton Rd Cncd 687 2229

Jordack Cleaners
2699 Monument Bl Cncd 827 9442

Kings Drive Thru Cleaners
372 N Hartz Av Dan 838 9593

Lafayette Cleaners & Formal Wear
3568 Mount Diablo Bl Laf 283 6660
Please See Advertisement This Page

LAMORINDA CLEANERS
QUALITY DRY CLEANING
ALTERATIONS - FRENCH LAUNDRY
WEDDING GOWNS HEIRLOOMED
LEATHER CLEANING - DRAPERIES
RUG DOCTOR RENTALS
Mon-Fri 7-7/Sat 9-5
RAPID SHOE REPAIR SERVICE
629 Moraga Rd Mga 376 0770

MARIA'S FRENCH CLEANERS
382 Park Mga 376 1223
Please See Advertisement Previous Page

Mark's One Hour Cleaners
692 San Ramon Valley Bl Dan ... 820 1040

MARVEL CLEANERS
All Work Done On Premises
1531 Monument Bl Cncd 689 6875

MARY ANN'S CLEANERS
1616 Locust WC 934 3329
Please See Advertisement Previous Page

MEADERS DRAPERY & CARPET CLEANERS
See Our Display Ad Drapery Cleaners
800 W Grand Av Oakland 945 1762

MIRANDE'S ONE HOUR CLEANERS
43 Danville Sq Dan 837 6500
Please See Advertisement This Page

MORAGA CLEANERS & LAUNDRY
MORAGA-RHEEM
Old Fashioned
Professional Care
Complete Cleaning
And Laundry Service.
Same Day Service Available
Open Mon-Fri 8 AM-6 PM
Saturdays 8:30 AM-5:30 PM
Moraga Shopping Center Mga ... 376 5150

NORGE CLEANING & LAUNDRY VILLAGE
1375 S California Bl WC 944 9738
Please See Advertisement Previous Page

NORGE VILLAGE CLEANERS
1611 Palos Verdes Mall WC 939 6299
Please See Advertisement This Page

Nu-Way Cleaners
618 Las Juntas Mrtnz 228 3209

Oak Park Cleaners
1906 Oak Park Bl PH 934 5730

One Hour Cleaners
508 Contra Costa Bl PH .....

ONE HOUR MARTINIZING
3580 Mount Diablo Bl Laf...

ONE HOUR MARTINIZING
Rheem Center Mga .....

One Hour Martinizing
1823 Willow Pass Rd Cncd ..

ORINDA CLEANERS
37 Moraga Wy Orinda .....

ORINDA MARTINIZING CLEA
21 Orinda Wy Orinda .....
Please See Advertisement

P & K'S GREGORY CLEANEI
1643 Contra Costa Bl PH ....

Parkway Cleaners
2482 Salvio Cncd .....

PESHON'S CARPET DRAPEI UPHOLSTERY CLEANERS
2133 N Broadway WC .....

PLAZA CLEANERS
"LET GEORGE DO
FULL SERVICE DRY CLI
DRAPERY CLEAN
THE MAGIC PLEAT
FREE DELIVERY
BANKAMERICARD - MASTI
IN YGNACIO PLAZA CI
1831 Ygnacio Valley Rd WC..

Quick Way Cleaners
7061 Village Pkwy Dbln.....

RODGERS CLEANERS
ALTERATIONS & FITT
Complete Cleaning & Launc
Across From Rheem Shopping
339 Rheem Bl Mga.....

ROSE'S PERSONALIZED DRY CLEANING
6 Days a Week-8 AM til 5 30 P
Specializing In Expert Tailoring
617 Main Mrtnz .....

ROYALE CLEANERS
4583 Clayton Rd Cncd .....
704 Contra Costa Bl PH .....
Please See Advertisement P.

ST PAUL CLEANERS
1381 Newell Av WC .....
Please See Advertisement Pre

SISTERS HILLCREST DRY CI
IN PLEASANT HILL
MON
7:30
WED. EV
TILL
SAT 9:3
"WE TAKE CARE OF
SPECIALIZING I
WEDDING DRESSES AN
2215 Morello Av PH.....

SNOW LEATHER CLEANING
SERVING THE INDUSTRY SINCE 1910
Retail and Wholesal
FOR THE LOCATION NEARE
"CALL"
MAIN OFFICE & PLA
SNOW CLEANERS INC
2678 Coolidge Av Oakland ..

SPARKLIZING CLEANERS & LAUNDRY
Rossmoor Store
1958 Tice Valley Bl WC .....
Alamo Store
3225 Danville Bl Alamo.....
Danville Store
514 San Ramon Valley Bl Dan

SUNNY BRITE CLEANERS
FULL SERVICE CLEAN
DRAPERIES - UNIFORMS - AL
DELIVERY SERVIC
3608 Willow Pass Rd Cncd....

SUNSHINE CLEANERS
3516 Golden Gate Wy Laf ....
Please See Advertisement Th

Swanson Cleaners
5425 Clayton Rd Clytn .....

Swanson's Cleaners
1831 Mount Diablo Bl WC.....
1847 Willow Pass Rd Cncd ....
2787 Clayton Rd Cncd .....
11 Diablo Rd Dan.....

Swanson's Cleaners
3437 Mount Diablo Bl Laf.....

(Continued Next Page)

(Cont'd)

IERS

LOW PRICES Same Day Full Service

CLEANING & LAUNDRY
RIES - WEDDING GOWNS
LEATHER - SUEDE
ONS - REPAIRS - REWEAVING

za Cncd 687 7729

COIN-OP DRY & LAUNDRY
Diablo Bl Laf **284 9961**
. . . . . 283 4069
n Tailors
Cncd 682 0505

ANERS
WC **935 6670**
's Of Orinda
orante Orinda 254 2783

ALTERATIONS
Diablo Bl Laf **284 1717**

CLEANERS
t Diablo Bl WC . . . **943 7058**
t Diablo Bl Laf . . . **284 1717**
a Costa Bl PH **827 3376**
e Advertisement Page 371
aners
al Dblin 833 8998
Cleaners
WC 932 2888

EANERS
Valley Rd WC . . . **939 5734**

ERS CLEANERS

ON PREMISES

QUALITY
Y CLEANING

RMENTS - DRAPERY
AUNDRY SERVICE

TAILORING & ALTERATIONS

EKDAYS 8:30 TO 6PM
TURDAYS 9 TO 5 PM

ment Bl Cncd 685 8578

E HOUR CLEANERS
le Bl Alamo **837 1180**
Advertisement Previous Page

CLEANERS
Rd Laf **283 3318**
ners
Cncd 682 5762
ers
or Valley Bl Dblin 829 3444

IUM THE
way Oakland **658 8660**
Advertisement Previous Page

Hacienda Iii 361 Rheem Bl Mga . . 376 4231
Harvey's One Hour Cleaners
8917 San Ramon Rd Dblin 828 7214

HERALD CLEANERS

1 HOUR SERVICE

DOWNTOWN WALNUT CREEK Between Main St. And Locust

DRY CLEANING & LAUNDRY
COMPLETE ALTERATIONS
AND FITTINGS - DRAPERY & RUG
CLEANING - SUEDE & LEATHER
OPEN 8 AM TO 6 PM MON-FRI. 9-5 SAT
1525 Cypress WC. 934 3238

HIGHLANDER CLEANERS
MARTINEZ
1 Hour Service
3805 Alhambra Av Mrtnz 229 3133

HOLBROOK CLEANERS
3373 Port Chicago Hwy Cncd . . **689 0566**

HOLIDAY CLEANERS & COIN LAUNDRY
2918 N Main WC **939 2117**
Please See Advertisement Previous Page

JK Cleaning Company
1680 Willow Pass Rd Cncd 680 7011
Please See Advertisement This Page

J's Clayton Cleaners
6200 Center Clytn 672 2224

J's Countrywood Cleaners
2064H Treat Bl WC 939 9580

J's French Cleaners
414 Sycamore Valley Road West
Dan 837 5745
Please See Advertisement This Page

J's French Cleaners
3204 Danville Bl Alamo 831 9786

J's French Cleaners
140 Village Square Orinda 254 6409

J's Treat Cleaners
4475 Treat Bl Cncd 676 0518

J's Village Cleaners
2234 Oak Grove Rd WC 930 0602

J's Vineyard Cleaners
5100 Clayton Rd Cncd 687 2229

(Continued Next Page)

land. In photographs from 1958 and 1965, automobiles, an apparent fuel dispenser canopy, and a potential service building are visible at the adjacent site. The spatial layout of the canopy and building is the same as that shown on site plans associated with the 1970's building and fire department permits, as discussed further below. Figures 3 and 4 show enlargements of the adjacent site in 1958 and 1965, respectively. The photographs from 1982 and subsequent years indicate that the canopy and service building in the 1958 and 1965 images were no longer present and also indicated the same arrangement of structures that presently exist at the adjacent site.

Historical Topographic Map

SECOR purchased historical topographic maps from EDR of the years 1915, 1948, 1949, 1959, 1959, 1968, 1973, 1980 and 1993. No apparent information relevant to the history of the adjacent site could be gathered from these maps.

Certified Sanborn Map Report

SECOR requested a search for historical Sanborn fire insurance maps for the adjacent site and found that it was listed as an "unmapped property" and that no maps covering the targeted property were available.

GeoTracker Database Review

The GeoTracl
related activity
approximately
contamination

Based on the
Contra Costa

Contra Costa

SECOR revie
discovered list
1958 to 1967
McPherson Fly
advertisements
listings and advertisements can be found in Attachment 4.

· 680 N
· TRIM - LEFT
· RT ON N. MAIN STREET PAST BLACK MOVE
· 2ND LIGHT - LEFT
· AT SIGNAL - RT ON OAK PARK BLVD.

1962 → FIRST LISTING K BLVD.

ATTACHMENT E

NOTICE OF BULK TRANSFER

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name: Bank of America NT&SA
Street Address: Escrow Department
City & State: 1200 Broadway, Oakland, California

Escrow No. 7915

92518

BOOK 5770 PAGE 17

DEC 13 1968 RECORDED AT REQUEST OF Bank of America

'68 DEC 13 AM 8:48

OFFICIAL RECORDS
CONTRA COSTA CO., CAL.
W.T. PAASCH, RECORDER
FEE $ 2.00 pd

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF BULK TRANSFER

(Secs. 6101 - 6107 U.C.C.)

Notice is hereby given to the Creditors of CHARLES GRANT BOSTWICK and JOANNE BOSTWICK, _____, Transferor(s), whose business address is 1703 Oak Grove Road, (Street Address) Concord (City), County of Contra Costa, State of California, that a bulk transfer is about to be made to MORRIS ELIAS JORGENSON and JEANOISE M. JORGENSON, Transferee(s) whose business address is 1709 Contra Costa Boulevard, Pleasant Hill, (Street Address) _____ (City), County of Contra Costa, State of California.

The property to be transferred is located at ~~1703 Oak Grove Road, Concord, and 1709 Contra Costa~~ (Street Address) respectively Blvd., Pleasant Hill (City) County of Contra Costa, State of California.

Said property is described in general as: **All stock in trade, fixtures, equipment and good will of ~~the~~** the businesses ~~business~~ (Type of Business) known as YONACIO CLEANERS and ONE HOUR CLEANERS (fmly ONE HOUR Martinizing) (Name of Business) and located at 1703 Oak Grove Road, Concord, and 1709 Contra Costa Boulevard, Pleasant Hill, (Street Address) (City) respectively County of Contra Costa, State of California.

The bulk transfer will be consummated on or after the 31st day of December, 19 68, at BANK OF AMERICA NT & SA - Escrow Department - 1200 Broadway (Street Address), Oakland (City), County of Alameda, State of California.

So far as known to the Transferee(s), all business names and addresses used by Transferor(s) for the three years last past, if different from the above, are:

Business Name	Street Address	City	County	State
One Hour Martinizing,	1709 Contra Costa Blvd.,	Pleasant Hill,	California	

Dated: Nov. 27, 1968.

Signed by:

Morris E. Jorgenson, Transferee.

Jeanoise M. Jorgenson, Transferee

INSTRUCTIONS: Unless signatures above are clearly legible, please type or print names on duplicate copy. Mail original and one copy to us and we will record the original and publish the duplicate as required by law.

The Inter-City Express
614 MADISON STREET • OAKLAND 7, CALIFORNIA
TELEPHONE GLENCOURT 1-4773

Form 38

END OF DOCUMENT

ATTACHMENT F

CONTRA COSTA COUNTY HEALTH SERVICES DEPARTMENT RECORDS

Contra Costa County
Health Services Department

ENVIRONMENTAL HEALTH DIVISION

HAZARDOUS MATERIALS / OCCUPATIONAL HEALTH

PERMIT FOR:

X Piping modification ($330/site)
__ Tank modification, repair or lining ($260/tank)
__ Tank installation (See attached fee schedules)

SITE ID: #9-6817 62918

I. SITE NAME & ADDRESS Hamilton Chevron
1705 Contra Costa Blvd, Pleasant Hill, CA. 94523
PHONE NO. (510) 685-5691

II. APPLICANT: Robert H. Lee & Assoc.
CONTACT: Jean Castro
PHONE: (707) 765-1660

III. DESCRIPTION OF WORK: New product piping, containment sumps and monitoring system.
CONTRACTOR: To be determined
DATE PLANS RECEIVED: 9/22/95 CC
APPLICATIONS: 9/22/95 FEES: $ 1110.00 CC
DATE APPROVED: 9/29/95 BY: Bruce Ca
COMMENTS: _____

PLANS RETURNED: _____ DATE: _____

IV. FIELD INSPECTION (To be completed by Inspector)

__ HOLIDAY TEST DATE INSPECTED: _____ BY: _____

__ VACUUM VERIFICATION DATE INSPECTED: _____ BY: _____

X AIR TEST DATE INSPECTED: 12/4/95 BY: [signature]

X AIR TEST 2nd Verification DATE INSPECTED: 12/7/95 BY: [signature]

X FINAL DATE INSPECTED: 1/8/96 BY: Dave Kaiser (HMD)

PRECISION TANK TEST PERFORMED BY: _____ DATE: _____

SIGNATURE VERIFIES SUBMISSION OF TEST REPORT TO CCCHSD

PRINT NAME/DATE _____ SIGNATURE _____

INSTRUCTIONS

Complete Sections I through III. Submit with appropriate fees, application forms, and two sets of plans. Your copies of the permit will be returned with approval plans. Permit must be kept on-site for sign off by a health inspector and precision tank tester. Upon completion of required inspections and documentation, submit white copy to CCCHSD for issuance of operating permit.

RECEIVED
FEB 05 2013
Contra Costa Health
Hazardous Materials

SWRCB, January 2002

Secondary Containment Testing Report Form

This form is intended for use by contractors performing periodic testing of UST secondary containment systems. Use the appropriate pages of this form to report results for all components tested. The completed form, written test procedures, and printouts from tests (if applicable), should be provided to the facility owner/operator for submittal to the local regulatory agency.

1. FACILITY INFORMATION

Facility Name:	Chevron Dhaliwal 96817	Date of Testing:	1/30/2013
Facility Address:	1705 Contra Costa Blvd. Pleasant Hill, Ca. 94523		
Facility Contact:	Manager	Phone:	685-5691
Date Local Agency Was Notified of Testing:	1-25-2013		
Name of Local Agency Inspector *(if present during testing)*:			

2. TESTING CONTRACTOR INFORMATION

Company Name:	R.L Stevens Co.		
Technician Conducting Test:	David Pereira		
Credentials:	[x] CSLB Licensed Contractor	☐ SWRCB Licensed Tank Tester	
License Type:	c-6-dw-40-Haz-Mat	License Number: 415807	

Manufacturer Training

Manufacturer	Component(s)	Date Training Expires
Incon	Sump Tester	1-2014
ICC	Service Tech	6-2014

3. SUMMARY OF TEST RESULTS

Component	Pass	Fail	Not Tested	Repairs Made	Component	Pass	Fail	Not Tested	Repairs Made
T-1 SECONDARY PIPE	X	☐	☐	X		☐	☐	☐	☐
T-2 SECONDARY PIPE	X	☐	☐	X		☐	☐	☐	☐
T-3 SECONDARY PIPE	X	☐	☐	X		☐	☐	☐	☐
	☐	☐	☐	☐		☐	☐	☐	☐
T-3 PIPING SUMP	X	☐	☐	X		☐	☐	☐	☐
	☐	☐	☐	☐		☐	☐	☐	☐
# 1-2 UDC	X	☐	☐	X		☐	☐	☐	☐
	☐	☐	☐	☐		☐	☐	☐	☐
	☐	☐	☐	☐		☐	☐	☐	☐
	☐	☐	☐	☐		☐	☐	☐	☐
	☐	☐	☐	☐		☐	☐	☐	☐
	☐	☐	☐	☐		☐	☐	☐	☐

If hydrostatic testing was performed, describe what was done with the water after completion of tests:

Water put in 55 gallon drum left at site.

CERTIFICATION OF TECHNICIAN RESPONSIBLE FOR CONDUCTING THIS TESTING

To the best of my knowledge, the facts stated in this document are accurate and in full compliance with legal requirements

Technician's Signature: _____ Date: 1-30-2013

CONTRA COSTA COUNTY
HEALTH SERVICES DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
OCCUPATIONAL HEALTH/HAZARDOUS MATERIALS

UNDERGROUND HAZARDOUS SUBSTANCE STORAGE TANK
Abandonment Information Form

Type of Facility SERVICE STATION Date APRIL 2, 1986

Facility Owner CHEVRON USA INC.

Address 2 ANNABEL LANE, SUITE 200, SAN RAMON, CA.

Phone Number 415-838-5000

Facility Location 1705 CONTRA COSTA BLVD/DORIS
PLEASANT HILL, CA, 94523

No. of Tanks 4

INSPECTION FEE ($100/TANK): Total Fee Paid $400.00

Storage Use History: Used from 1971 to 1986

Material(s) stored in tank(s) 3 TANKS-GASOLINE, 1 TANK WASTEOIL.

Composition of tank(s) STEEL Capacity (2) 10,000, (1) 5000, (1) 550

Tank Removal: Name/Address of Contractor TO BE DETERMINED.

Phone No.

Are inventory records available? YES

Has there been an indication of leakage? NO TANK LEAKAGE

(Explain)

RECEIVED
APR 9 1986
CONTRA COSTA COUNTY
ENVIRONMENTAL HEALTH

Have tanks been tested prior to removal? YES.

Tanks tested by (Name/Address) R.L. STEVENS CO.
P.O. BOX 3601, SAN LEANDRO, CA. 94577.

Method PETROTITE.

Expected date of removal APRIL 24, 1986.

Contact Person DARYL FUERSTENAU Phone No. 415-838-5366.

UNDERGROUND TANK PROGRAM

Facility Name:

DATE	ACTIVITY	TIME
1-6-88	A1000 Double wall Waste oil Was Removed To	
	Removing Eriksen.	
	Fire Soil Sampling. TIGHT.	RR
	No Leaks	
6/26/89	Manager Not Available - Alice Hamilton	14:34
	will be in 6/27/89 0700-1200. Left	
	card for inspection tomorrow A.M.	
6/27/89	Facility Inspection. Need current annual	10:30
	Pipeline Leak Detector Certification.	
	Found Leak in Dispenser 1/2 that needs	
	Repair. Would like clarification on Secondary	
	Monitor use on Product lines. JH	
12-7-89	Site assessment JR	
7-25-91	File Review JR	
12-6-91	File Review JR	

Facility Location:

UNDERGROUND TANK PROGRAM

DATE	ACTIVITY	TIME
9-8-87	I talked with Kelly we dont	
	have the soil results from the	
	5-86 removals. She will locate Helen	
9-9-87	Gordon of Chevron call will send report	
	and monitor well report ASAP Helen	
9-14-87	REC. SAMPLE RESULTS - EXCEEDED LIMITS, Hank	
9-15-87	Gordon @ Chevron 838-5225 said that the engineers	
	are doing a site evaluation now will	
	be done in 3wks. Reg Water ~~Board~~	
	has been involved also Helen	
10.21.87	See "New Installation" file for	
	revised Piping Only replacement Jan	
1/5/88	WITNESSED P.W. UST TEST - Air at 80PSI	
	TEST SATISFACTORY Hank	

UNDERGROUND TANK PROGRAM

Facility Name: Chevron 96817
1705 Contra Costa, Pleasant Hill

DATE	ACTIVITY	TIME
10-10-86	Report Heat Variance > ± 75 gals	
10 10 86	Sept Had a Total Overage of 451.9 gal SUP.	
	+226 for Rpt - +493 UNloaded.	
	No monitoring plan The STATion must have An Electronic Alarm System that IT Does Not Have. Rpt?	
2-23-87	Called Kelly at Chevron Requested appl & mon plan for new tanks.	
4/1/87	File Review. Need – Precision tests on 3 product tanks.	
	– Monitor plan for continuous monitoring of double-wall tanks.	
	– New applications.	
4.23.87	Rec'd applications. Still need precision tests on product tanks.	
*	See new install file for new piping detail. Jan	
5.26.87	Tanks removed before 9.4.86	
7-1-87	ISSUED Credit & Requested Refund	
C		

underground tank

HAZARDOUS ~~WASTE GENERATOR~~ INSPECTION PROGRAM

Chevron Station 1705 Contra Costa Blvd P.H.

DATE	ACTIVITY	TIME
5/15/86	Witnessed removal of 5K steel gasoline tank - tank slightly pitted both sides of holes - Tank to be hauled off by Winner/Gonzalez of Rio Vista for scrap - with samples taken on 5/14/86 by Bladetech of San Jose	
5/16/86	G.L. witnessed removal of (1000 gal) waste oil tank - ~~tank~~ tank torn open - 3 foot gash on removal - tank has holes on bottom + top side (±1/4") - tank is standing on end - soil sample still to be taken: (bucket set aside + covered for sample to be taken from) - waste oil tank still has 8 ± 20 Gals sludge in it; not to be moved from site until pumped out + CCC health reinspects + gives OK	
5/19/86	Instructed Contractor to take extra precautions in transporting waste oil tank - cover bottom of truck bed w/ plastic cover	

UNDERGROUND TANK PROGRAM

Facility Name:

DATE	ACTIVITY 551 Airport	TIME
5/13/86	G L. Gomes Excavating : Rio Vista	
	↳ (707) 374-2881	
	TANKS GOING TO ABOVE ADDRESS	
→	Icing : 150 lbs / tank 1 @ 1:30	
	200 lbs / tank 2 @ 1:00	
	— Tanks pumped out by ...	
	→ SIT PHONE # (415) 685-5691	
	(INSPECTOR Demillot Geary Rd Station) → FIRE DEPT. INFORMED BUT WERE NOT PRESENT	
	+ 2 tanks pulled 5/13, one left	
	1 TANKS APPEAR PITTED BUT INTACT	
	-1 tank to be removed 5/14/86 soil samples also need to be taken	

LEASE PRINT — TANK TESTER

1. OWNER Property [X] Tank(s) [X]
Chevron USA INC.
Name: Chevron — Address: 1300 Fourth Corp. Rd. — Representative: [illegible] — Telephone:

2. OPERATOR
Same
Name — Address — Telephone

3. REASON FOR TEST (Explain Fully)
State requirment

4. WHO REQUESTED TEST AND WHEN
Mack A. Nelson — Name — Engineer — Title — Chevron USA INC. — Company or Affiliation — Date
Two Annabel Lane Suite 200 San Ramon, Ca. 415-838-5303
Address — Telephone

5. WHO IS PAYING FOR THIS TEST?
Chevron USA, INC. — Company, Agency or Individual — Mark A. Nelson — Person Authorizing — Engineer — Title — Telephone
Two Annabel Lane Suite 200 — Billing Address — San Ramon, Ca. — City — State — Zip
Attention of: — Order No. — Other Instructions

6. TANK(S) INVOLVED

Identify by Direction	Capacity	Brand/Supplier	Grade	Approx. Age	Steel/Fiberglass
Station South side of Station	1500	Chevron	Waste oil Tank	5 months	Fiberglass

7. INSTALLATION DATA

Location	Cover	Fills	Vents	Siphones	Pumps
Station — North inside driveway, Rear of station, etc.	Concrete — Concrete, Block Top, Earth, etc.	4" — Size, Theifil make, Drop tubes, Remote Fills	1½ — Size, Manifolded	n/A — Which tanks?	n/A — Suction, Remote, Make if known

8. UNDERGROUND WATER
Depth to the Water table _____"
Is the water over the tank? ☐ Yes ☐ No

9. FILL-UP ARRANGEMENTS
Tanks to be filled _____ ht. _____ Date — Arranged by _____ Name — Telephone
Extra product to "top off" and run TSTT. How and who to provide? Consider NO Lead.
Terminal or other contact for notice or inquiry _____ Company — Name — Telephone

10. CONTRACTOR, MECHANICS, any other contractor involved
Scott Co. only

11. OTHER INFORMATION OR REMARKS
Additional information on any items above. Officials or others to be advised when testing is in progress or completed. Visitors or observers present during test etc.

12. TEST RESULTS
Tests were made on the above tank systems in accordance with test procedures prescribed for petro tite as detailed on attached test charts with results as follows:

Tank Identification	Tight	Leakage Indicated	Date Tested
Waste oil Tank	passed	.049	

13. CERTIFICATION
12/17/86 — Date
1017 — Serial No. of Thermal Sensor

This is to certify that these tank systems were tested on the date(s) shown. Those indicated as "Tight" meet the criteria established by the National Fire Protection Association Pamphlet 329.

Dave Weinert — Technicians
Scott Co. — Testing Contractor or Company — By: Signature
200 Jennings St. San Francisco Ca — Address

Contra Costa County

HEALTH SERVICES DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1111 WARD STREET, MARTINEZ, CALIFORNIA 94553
(415) 372-2286

PERMIT NO. UG

SITE ID #

PERMIT TO OPERATE UNDERGROUND STORAGE TANK

☒ 5 YEAR ☐ 1 YEAR ☐ AMENDED ☐ TEMPORARY

DATE ISSUED 09/01/87

DATE EXPIRES 09/01/91

I. OWNER

CHEVRON U.S.A. INC.
ATTN: COMPLIANCE SPECIALIST
2 ANNABEL LANE, SUITE 200
SAN RAMON, CA 94583

PHONE

(415) 838-8822

II. FACILITY

CHEVRON SS# 9561
1705 CONTRA COSTA BLVD
PLEASANT HILL, CA 94523

PHONE

(415) 685-5691

III. UNDERGROUND TANKS

CONTAINER ID #	CAPACITY (GAL)	SUBSTANCE CONTAINED	MONITORING ALTERNATIVE	YEAR INSTALLED
1	10000	UNLEADED	CONTINUOUS	1986
2	10000	REGULAR	CONTINUOUS	1986
3	10000	PREM. UNLEADED	CONTINUOUS	1986
~~4~~ Removed	~~1000~~	~~WASTE OIL~~	~~CONTINUOUS~~	~~1986~~

RECEIVED
SEP 22 1987
Contra Costa Health
Environmental Health

IV. REINSPECTION DUE

TANK TEST DUE NONE NECESSARY

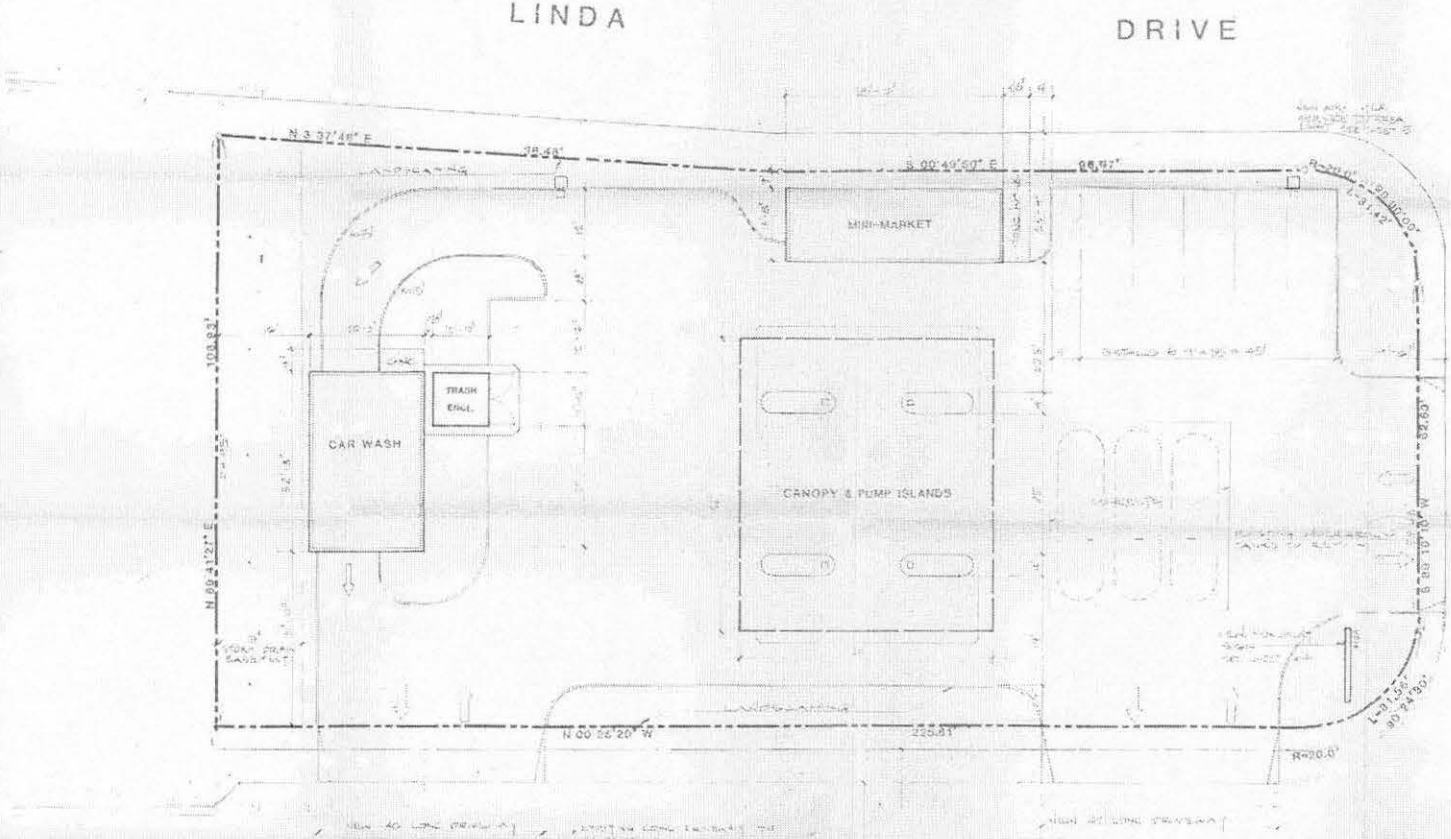
V. THIS PERMIT REQUIRES COMPLIANCE WITH CALIFORNIA ADMINISTRATIVE CODE, TITLE 23 WATERS, CHAPTER 3 WATER RE CONTROL BOARD, SUBCHAPTER 16 UNDERGROUND TANK REGULATIONS. SIGNATURE OF OWNER / OPERATOR EVIDENCES K OF REQUIREMENTS.

Bobbi M. Mathis
PERMIT APPLICANT

ISSUING AGENT

- CHANGE OF OWNERSHIP MUST BE REPORTED IMMEDIATELY.
- THIS PERMIT MAY BE REVOKED FOR CAUSE.
- PERMIT FEE IS TRANSFERABLE.

HSD/EHD CERTIFIED FILE RECEIPT



ACCEPTED
CONTRA COSTA COUNTY
HEALTH SERVICES DEPARTMENT
7-22-87 Brian Bunke
must submit 2 sets must be used
exhibit plans must be stamped

RECEIVED
JUL 1 0 1987
Contra Costa Health
Environmental Health

SITE PLAN

Chevron
Chevron U.S.A. Inc.

SERVICE STATION #6817
DORIS DRIVE & CONTRA COSTA BLVD
PLEASANT HILL, CA.

ROBERT H. LEE & ASSOCIATES

1 OF 5

CONTRA COSTA COUNTY
HEALTH SERVICES DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
OCCUPATIONAL HEALTH/HAZARDOUS MATERIALS

UNDERGROUND TANK FACILITY INSPECTION

Facility Name: CHEVRON S.S. # 96817 **ID:** # 62918

Permit Information is Correct ☒ **Incorrect** ☐ **Changes:**

Pipeline Leak Detector Installed: Yes ☒ No ☐; Not Necessary ☐
(Mechanical) (Suction system)

IF NO: DETECTOR(S) MUST BE INSTALLED AND FACILITY REINSPECTED WITHIN 60 DAYS.

Date last tested: UNKNOWN Comments: Detectors must be tested annually:
NEED CURRENT ANNUAL CERTIFICATION.

Electronic Tank/Pipe Annular Space Monitor Required: Yes ☒ No ☐

System Check: Pass ☒ Fail ☐ Installed: Yes ☒ No ☐

IF FAIL: SYSTEM MUST BE REPAIRED AND FACILITY REINSPECTED WITHIN 60 DAYS.
SCULLY DYNA CHECK.
Comments: Document compliance with manufacturer's maintenance recommendations.
MONITOR SEEMS TO ONLY MONITOR TANK ANNULAR SPACE AND NOT PRODUCT LINES. NEED CLARIFICATION

Electronic In-Tank Gauge System Installed: Yes ☒ No ☐

Functioning: Yes ☒ No ☐; IF NO: Manually gauge tank until gauging device is functioning correctly. REINSPECTION REQUIRED WITHIN 30 DAYS.

Date last checked : UNKNOWN Comments: GILBARCO MONITORING UNIT

Inventory Control: Electronic ☒ Reconciliation ☐ Gauging ☐

Adequate: ☐ Not Adequate: ☐ Comments: CONTINUOUS MONITOR

Copy of Revised Record-keeping to be mailed in by: _____ (date) No ☒

REINSPECTION DATE: _____ Yes ☐ No ☒

Hazardous Waste Generator? Yes ☐ No ☒; Licensed? Yes ☐ No ☒

Type of waste(s): _____

Additional Remarks: DISPENSOR 1/2 HAS A LEAK - NEEDS REPAIR
NO CONTAINMENT AROUND S.T.P. - CAN NOT OBSERVE SEC. CONT. PIPES OR MONITOR

Site Rep: ROD HAMILTON **Date:** 6/27/89

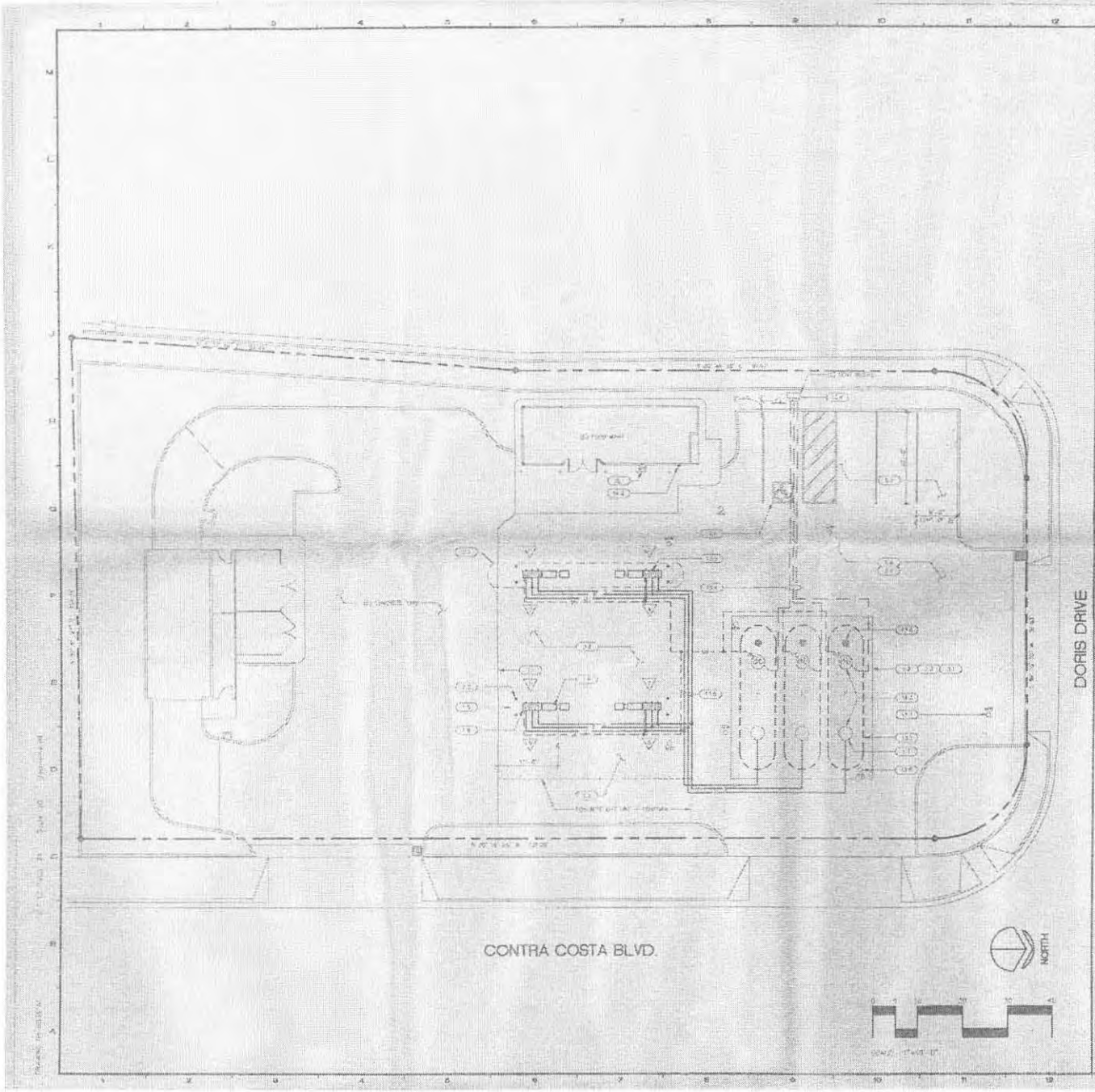
Title: DEALER James A. Hallum
Signature of Inspector

The Contra Costa County Health Services Department (CCCHSD) has inspected this facility as required by California Health & Safety Code Div. 20, Chapter 6.7, Section 25288. A photocopy of this form will be sent to the facility within 5 days. Any questions regarding this inspection may be directed to:

Hazardous Materials/Occupational Health
1111 Ward St., Martinez, CA 94553 **Phone: (415) 646-2286**

2008

479



NOTES

KEY NOTES

SITE PLAN ABBREVIATIONS AND LEGEND

SITE PLAN

9-5617
1705 CONTRA COSTA BLVD.
PLEASANT HILL, CA

Chevron
Northwest Region

PIDGEON, H. LEE & ASSOCIATES, INC.

A-1

Contra Costa County
Health Services Department

ENVIRONMENTAL HEALTH DIVISION
OCCUPATIONAL HEALTH / HAZARDOUS MATERIALS

UNDERGROUND TANK FACILITY INSPECTION

[]Normal []Follow-up []Complaint [X]Removal []Install []Install-Final DATE: 11-12-95

FACILITY NAME: Chevron SS# 9681 T ID #: 62918
FACILITY ADDRESS: 1705 Contra Costa Blvd
Permit information correct yes [X] no [ ]
Changes:_____ Number of active/billable tanks:_____
Annular space monitor, if required:
Not Operating []01 Not Tested []02 Not Installed []03
Pipe sump monitor, if required: Not Operating []04 Not Installed []05
Pipeline leak detector (Mechanical/Electronic) if required:
Not Operating []06 Not Tested []07 Not Installed []08
Date of last test:_____
Tank Gauge, if required: Not Operating []09 Not Tested []10 Not Installed []11
Tank Gauging Systems must be tested annually: Date of last test:_____
Performs tank tests [] Tests pipelines [] Acts as a pipeline leak detector []
Inventory Control: Adequate []12 Not Adequate []13
Inventory control (single walled tanks only): Electronic tank gauge [] Manual daily []
Manual internal [] SIR program []
Precision tank testing, if required: Test Overdue []14
Tank testing frequency required: Annual [] Biennial [] Test performed by on-site device[]
Pipeline testing, if required: Test overdue []15
Pipeline test method:_____
No Violations Observed [] Other Violations []16
Reinspection required: Yes [] Date:_____ No []
Signature of site Representative: Signature of Inspector:
Bruce Vessels
COMMENTS: observed soil sampling after pipeline removed
HB

Entered 11-29-95 JA

The Contra Costa County Health Services Department has inspected this facility as required by California Health & Safety Code Division 20, Chapter 6.7, Section 65288. Any questions regarding this inspection may be directed to:
Hazardous Materials/Occupational Health
4333 Pacheco Blvd., Martinez, CA 94553
Phone: ((510) 646-2286 FAX: (510) 646-2073

UGTFRMI.SAL

CERTIFIED UNIFIED PROGRAM AGENCY
Contra Costa Health Services - Hazardous Materials Programs
4333 Pacheco Blvd, Martinez, CA 94553
HAZARDOUS WASTE AND HAZARDOUS MATERIALS
MANAGEMENT REGULATORY PROGRAM

Date: December 23, 2003 **Permit Number: 76-2918**

Mailing Address
CHEVRON PRODUCTS CO
PERMIT DESK
PO BOX 6004
SAN RAMON CA 94583

Facility Operator, Name, and Address
M B ENTERPRISES
CHEVRON STATION #96817
1705 CONTRA COSTA BLVD
PLEASANT HILL, CA 94523

Notice of Violation

The following are results of inspections made of your facility on the date(s) indicated. The violations are to be corrected and reinspected by the due date shown. Please call this agency to schedule a reinspection.

HMBP Inspection

Violation	Inspector	Inspect Date	Due Date
1 Title 19 CCR Section 2732 requires the business to implement a training program for employees including methods for safe handling chemicals, coordination of emergency response personnel, and use of emergency equipment.	DENA HUTCHIN	10/24/2001	11/24/2001

Hazardous Waste Generator Inspection

Violation	Inspector	Inspect Date	Due Date
1 CCR 66265.16 (a)(1) requires that facility personnel successfully complete a program of classroom instruction or on-the-job training that teaches them to perform their duties in a way that ensures the facilities compliance with hazardous waste regulations.	DENA HUTCHIN	10/24/2001	11/24/2001

Sincerely,

Dena Hutchin /JR

DENA HUTCHIN
Hazardous Materials Specialist

762918

OFFICE OF THE DISTRICT ATTORNEY
CONTRA COSTA COUNTY

Mark A. Peterson
DISTRICT ATTORNEY

August 20, 2013

MB Enterprises Inc.
Bhagdeep Dhaliwal
Massoud Ebrahimi
4430 Deerfield Way
Danville, CA 94506

Re: Underground storage tank ("UST") violations at the following property:
Pleasant Hill Chevron
1705 Contra Costa Blvd.
Pleasant Hill, CA 94506
Site No. 762918

Dear Mr. Dhaliwal and Mr. Ebrahimi:

My office received an enforcement referral from the Contra Costa Health Services Hazardous Materials Program ("CCHSHMP") regarding various UST violations which were observed during inspections at your business. I am in the process of investigating this referral for the purpose of deciding if formal enforcement action is warranted in this matter.

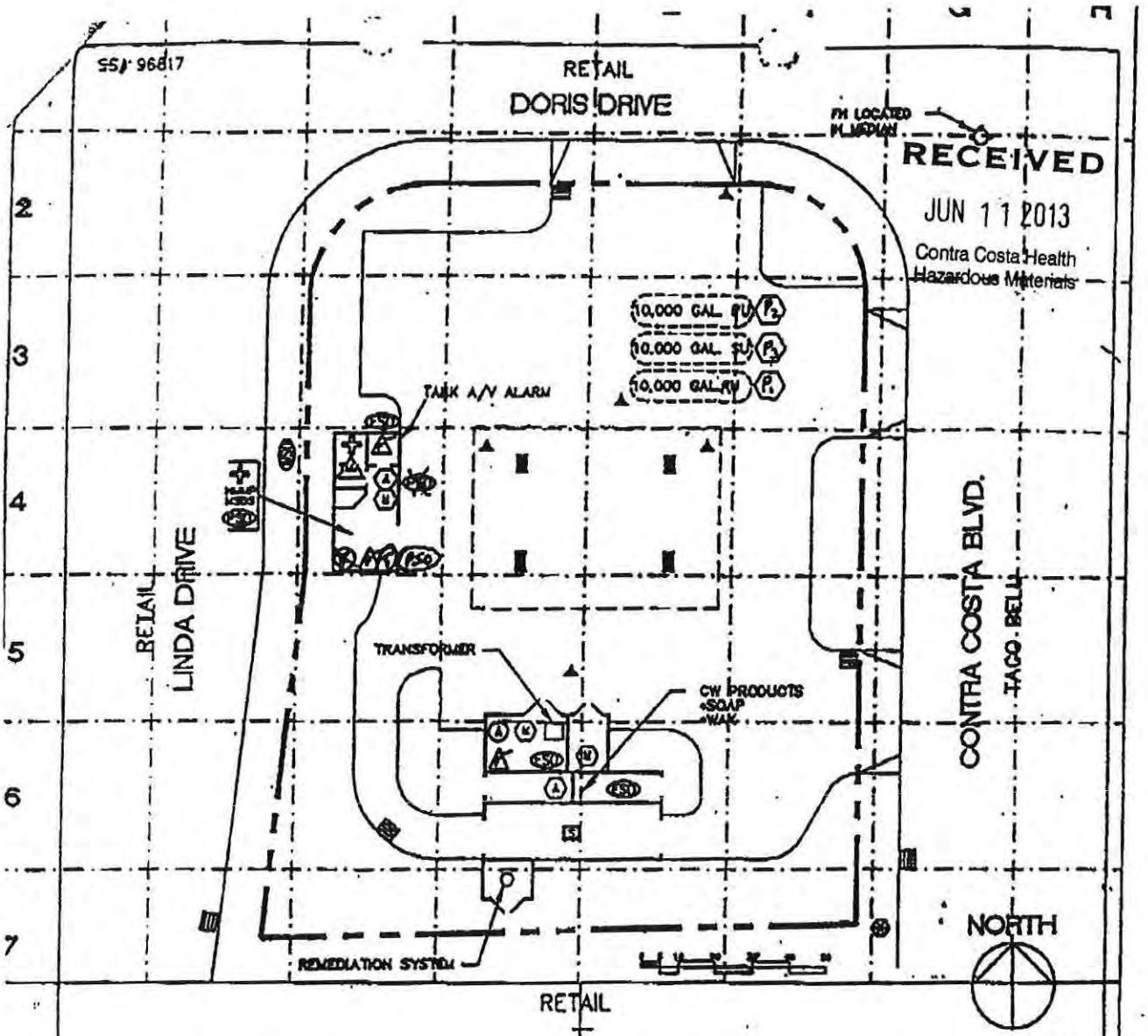
If you would like to discuss this matter prior to my final enforcement decision, please contact me at (925) 957-8787.

Sincerely,
MARK A. PETERSON
District Attorney

Stacey N. Grassini
Deputy District Attorney
Special Operations Division

Special Operations Division
900 Ward Street, Fourth Floor
P.O. Box 670
Martinez, California 94553

(925) 957-8604
Fax (925) 646-4683



SELF SERVICE STATION LEGEND			
EMERGENCY PUMP SHUT-OFF	MONITORING WELLS	SCALE 1"=30'-0"±	DATE 01/02/96
ELECTRICAL PANEL SHUT-OFF	OBSERVATION WELLS	SITE PLAN	
NATURAL GAS SHUT-OFF	ANTIFREEZE	1705 CONTRA COSTA BLVD.	
WATER SHUT-OFF	MOTOR/TRANSMISSION OIL	PLEASANT HILL, CALIFORNIA 94523	
TANK MONITORING ALARM	A.G. PRODUCT TANK	SS# 96817	
TELEPHONE	U.G. PRODUCT TANK	Chevron	
FIRST AID KIT	U.G. WASTE OIL TANK	Chevron U.S.A. Inc.	
FIRE EXTINGUISHER	ABSORBENT	ROBERT H. LEE & ASSOCIATES, INC.	
STORM DRAIN			
SANITATION SEWER			
EMERGENCY ASSEMBLY AREA			
PUMP, SUMP AND MSDS LOCATION			
FIRE HYDRANT			

ATTACHMENT G

NOTICE OF INTENDED SALE

APR 21 1961 26937

NOTICE OF INTENDED SALE

LIBER 3851 PAGE 427

212004-M-313

Notice is hereby given that E. EUGENE LEONHART

, intended vendor, whose address is 1665 Grand Avenue City of Piedmont, , County of Alameda , State of California, intends to sell, and LLOYD F. SCOTT and ANN B. SCOTT intended vendees, whose address is 445 Nora Court City of Pleasant Hill , County of Contra Costa , State of California, intends to purchase that certain Launderette Business operated under the firm name and style of GREGORY VILLAGE ANNEX LAUNDERETTE situated at 1745 Contra Costa Highway City of Pleasant Hill County of Contra Costa , State of California, a general statement of the character of the merchandise or property intended to be sold being as follows:

That certain Launderette business, together with name, equipment, fixtures, inventory and good will.

The purchase price or consideration will be paid at the hour of 10:30 o'clock A. M. on Tuesday the 2nd day of May 1961 at GUARDIAN TITLE COMPANY, 16637 East 14th Street, San Leandro, California Escrow 31104 (Address of Place Where Sale is to Be Held)

Dated at San Leandro , California April 20th 19 61

RECORDING DATA — (Do Not Write Here)

RECORDED AT REQUEST OF
CALIFORNIA PACIFIC TITLE COMPANY
CONTRA COSTA DIVISION
APR 21 1961
AT 12 O'CLOCK M
CONTRA COSTA COUNTY RECORDS

W. T. PAASCH
COUNTY RECORDER
FEE $ 2.00

When Recorded Mail To:

Guardian Title Company
16637 E. 14th St.
San Leandro, Calif.

E. Eugene Leonhart
Intended Vendor

L. F. Scott

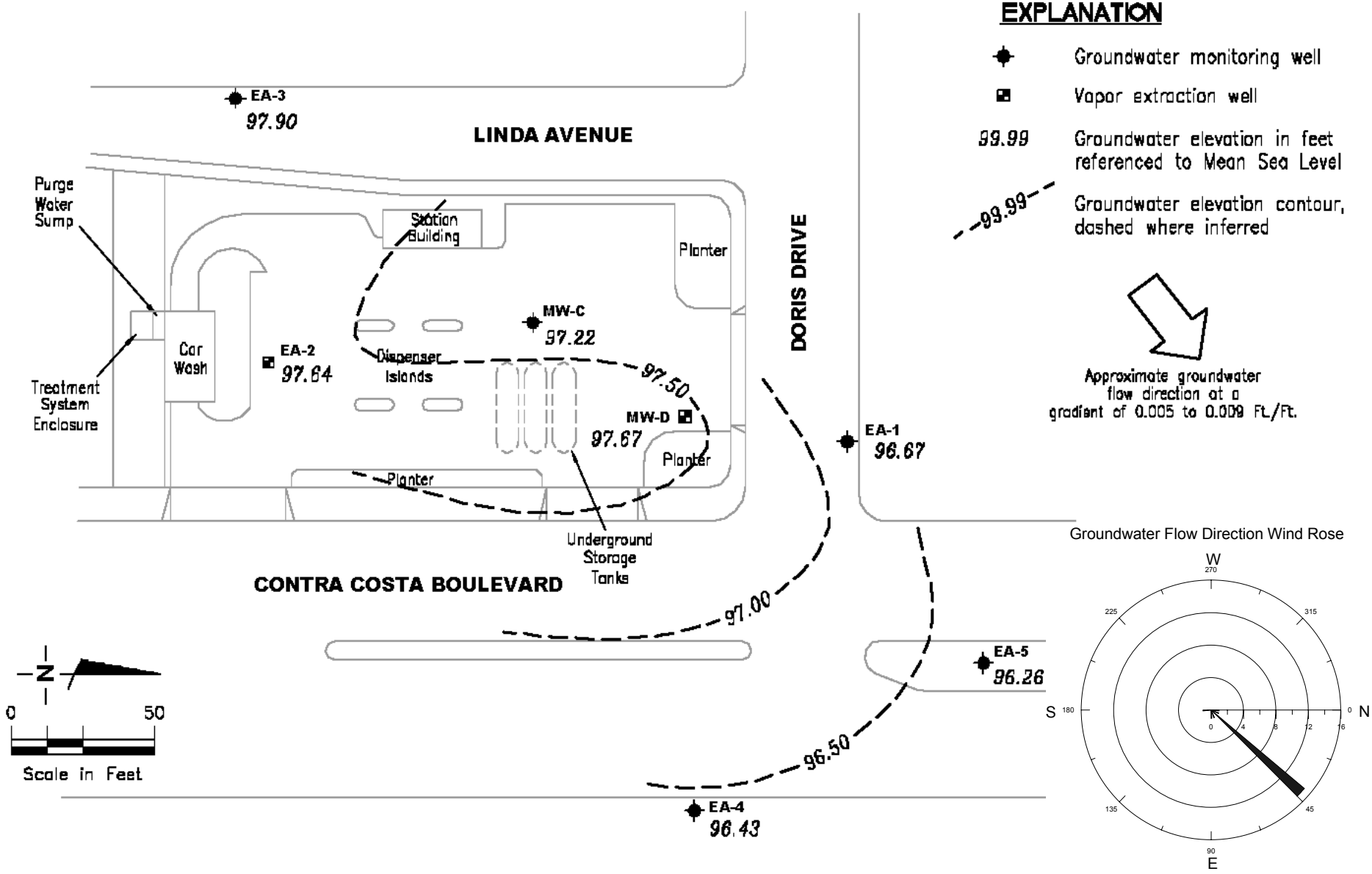
Intended Vendee

Form N.I.S.—Sam Hopkins Legal Forms Printing Service, 2328 Fruitvale Ave., Oakland, Calif.

END OF INSTRUMENT

ATTACHMENT C

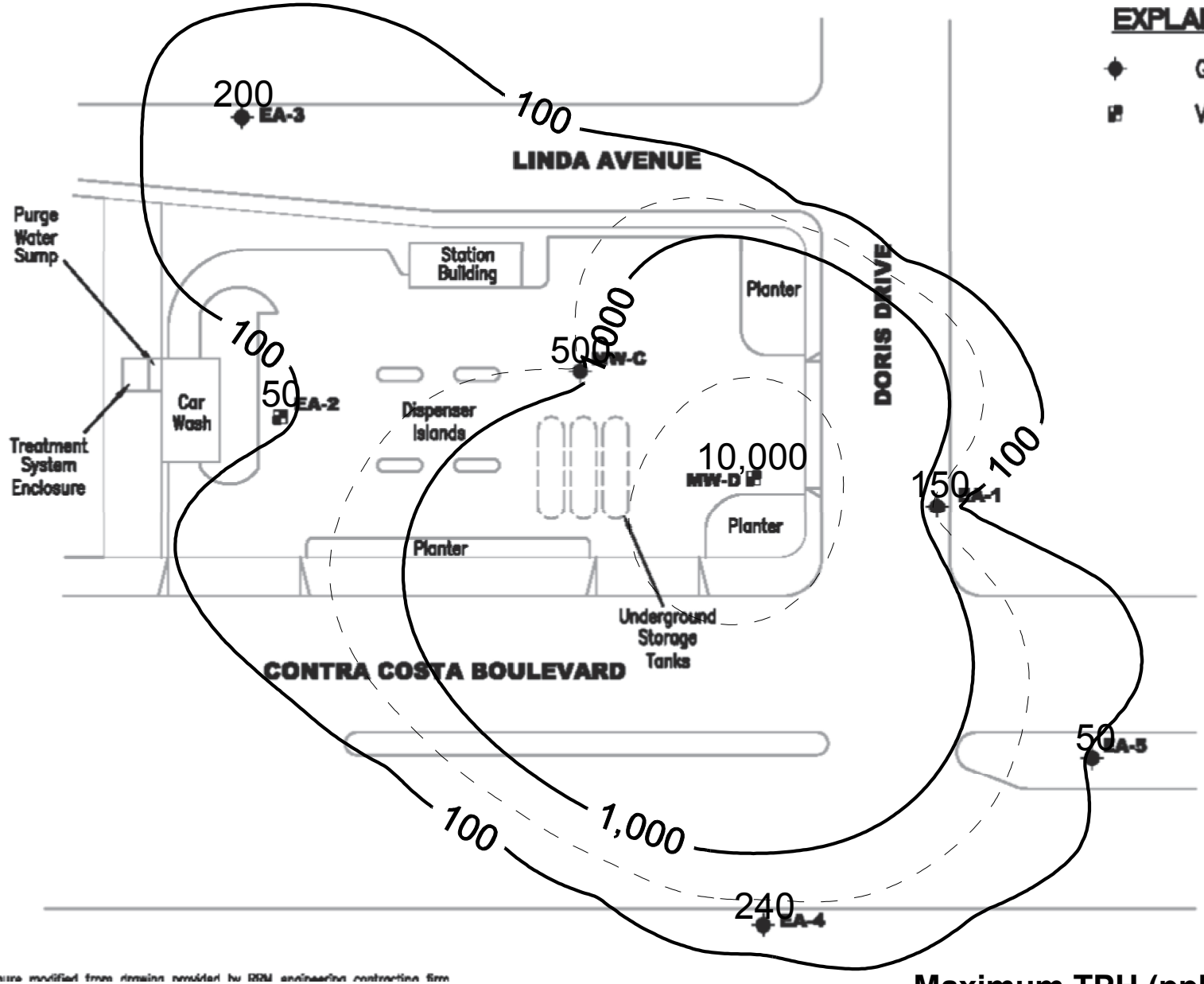
TERRADEX CLOSURE FIGURES



TERRADEX

Recent Groundwater Contours (May 2004)
Chevron Service Station 9-6817
1705 Contra Costa Boulevard, Pleasant Hill, California

Figure
3



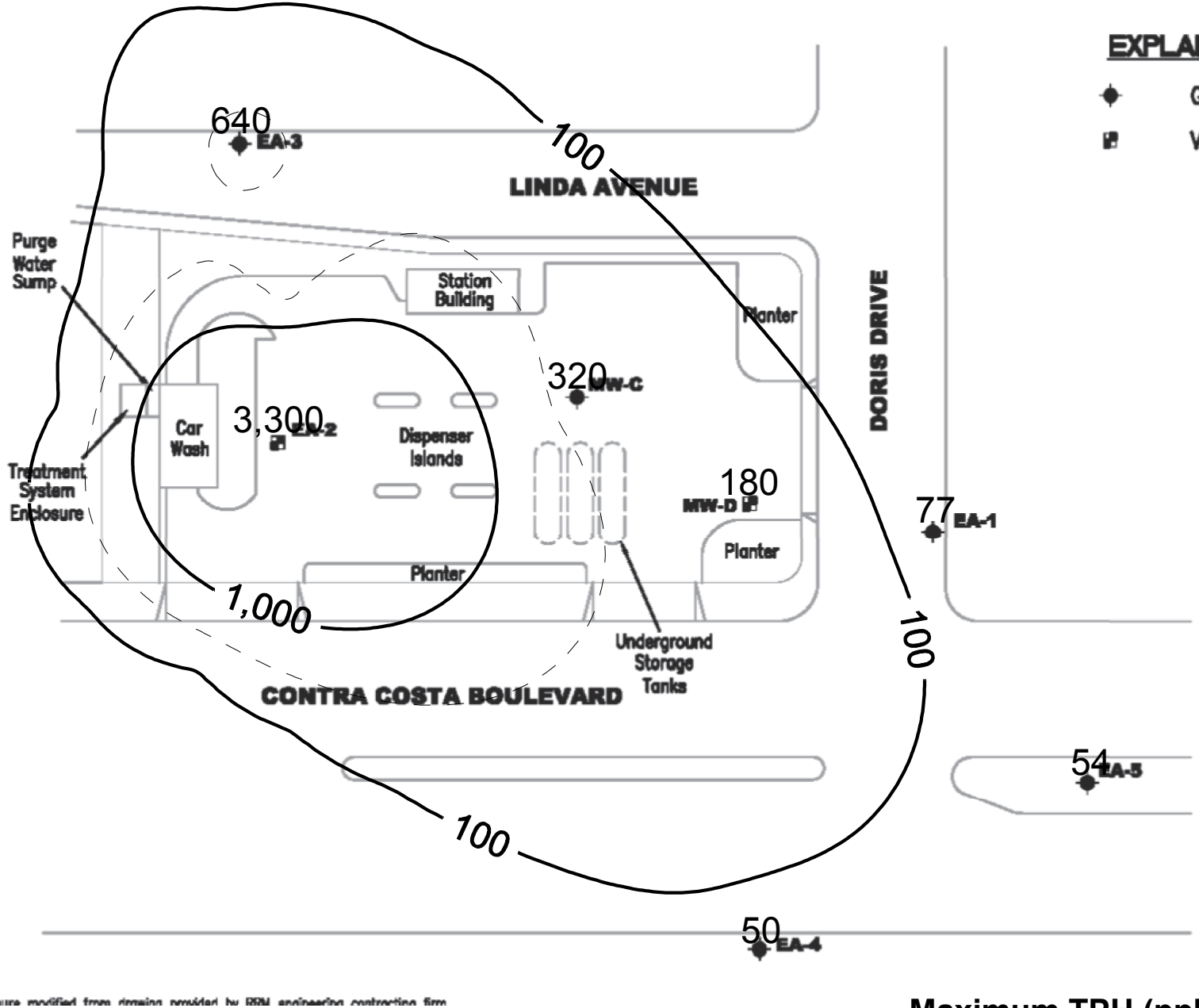
Source: Figure modified from drawing provided by RRM engineering contracting firm

Note: Control points are placed near boundary of drawing to control extrapolation of contours.

Maximum TPH (ppb) in 1995

Chevron Service Station 9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX

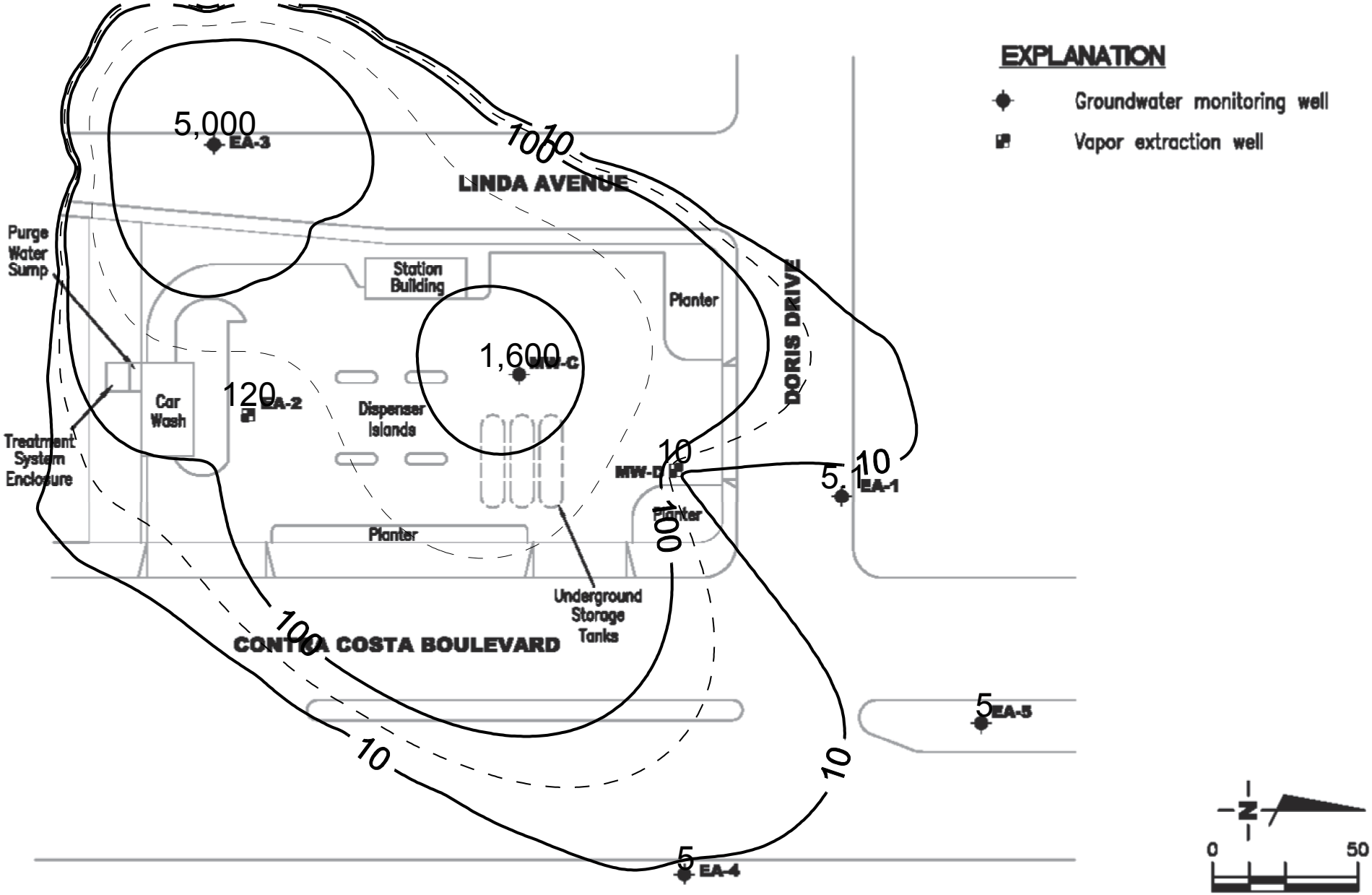


Note: Control points are placed near boundary of drawing to control extrapolation of contours.

Maximum TPH (ppb) in 2003

Chevron Service Station 9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX



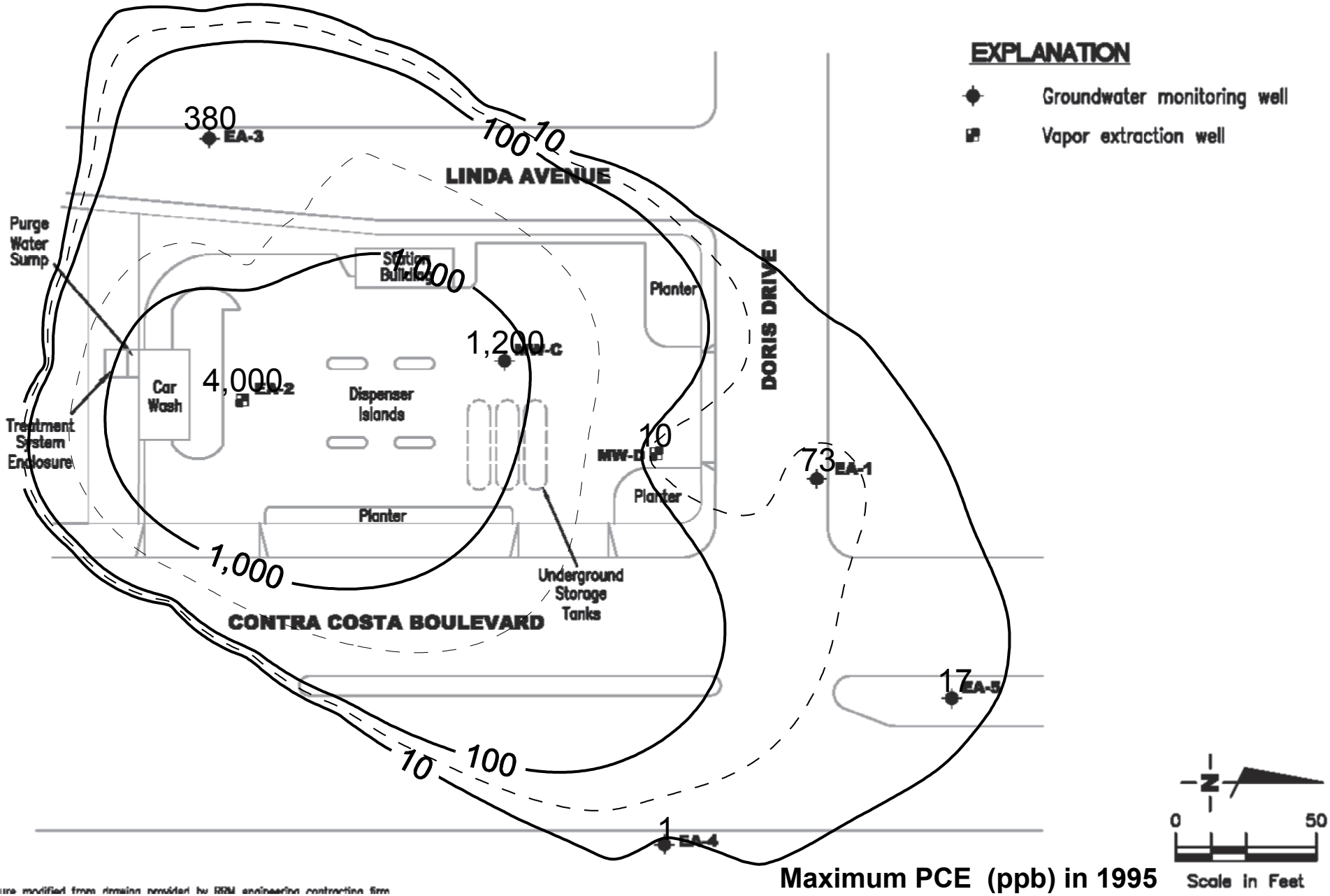
source: Figure modified from drawing provided by RRM engineering contracting firm

Maximum PCE (ppb) in 1989

Note: Control points are placed near boundary of drawing to control extrapolation of contours.

Chevron Service Station 9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX

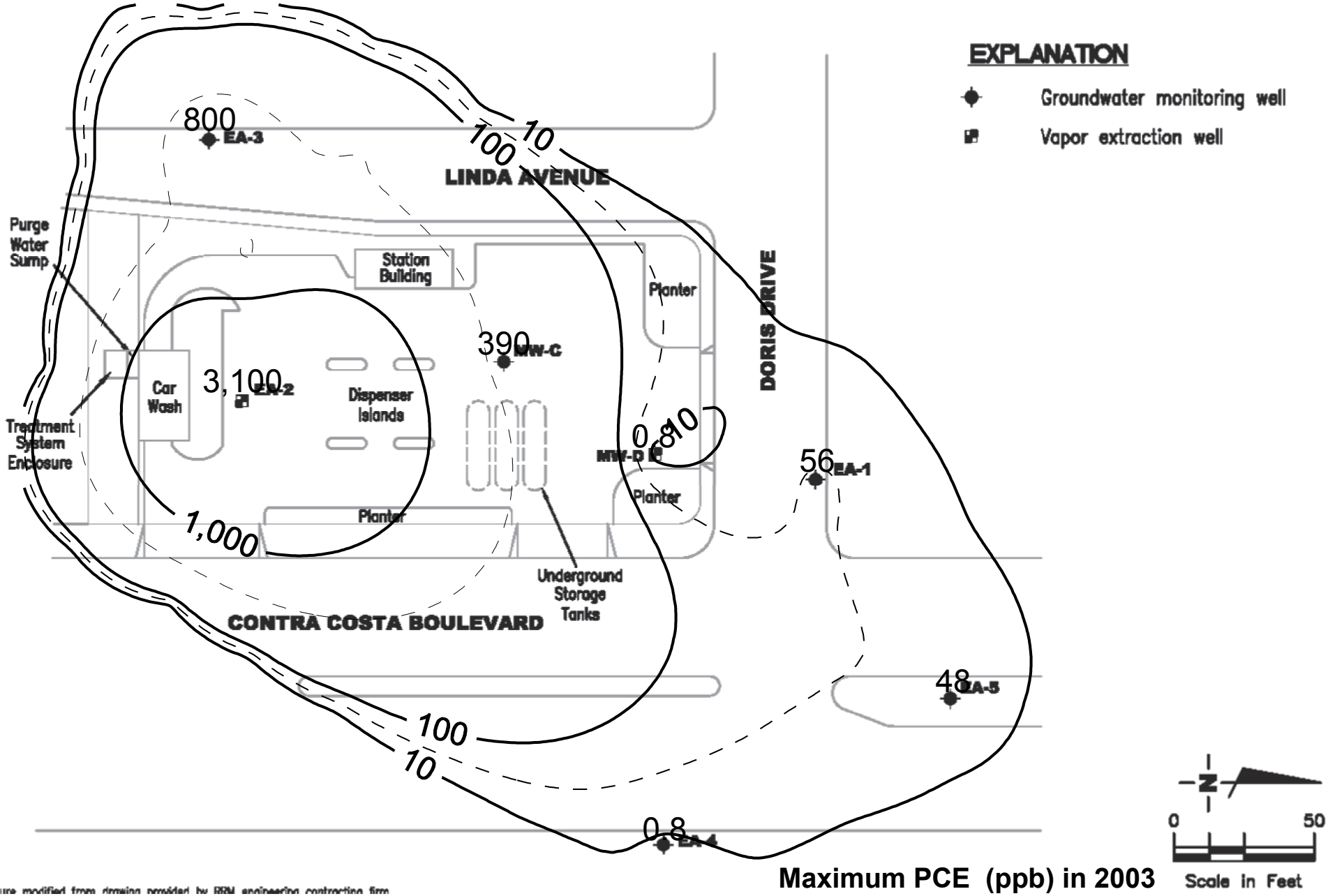


Maximum PCE (ppb) in 1995

Note: Control points are placed near boundary of drawing to control extrapolation of contours.

Chevron Service Station 9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX



Maximum PCE (ppb) in 2003

Note: Control points are placed near boundary of drawing to control extrapolation of contours.

Chevron Service Station 9-6817
1705 Contra Costa Boulevard
Pleasant Hill, California

TERRADEX

ATTACHMENT D

CCCSD SANITARY SEWER MAPS

Attachment G-1 – 2 pages

PROFILE
HORZ. 1"=20'
VERT. 1"=2'

SEWER PLAN DETAIL
1"=20'

SYSTEM MAP & SEWER PLAN
1"=100'

SYSTEM MAP

SANITARY SEWER QUANTITY

DODGING INLET	2 EA
6" C.I. - MAIN	80 L.F.
6" C.I. - LATERAL	80 L.F.
6" C.I. - LATERAL	68 L.F.
WYE BRANCHES	6 EA.
6" P.C. LATERAL	48 L.F.

GENER

All work shall n r f
onsta to Sa tary
Tre h backfill ha l r
directed by th ns ctor (Main Line)
3. Pavement sta hall resurfaced w th 2" A.C. over 6" Agg. Base (Min.) or as directed y the inspector.
4. It shall be the Contractors respons bility to locate and protect any utilities within the area of work.
5. BENCH MARK: Contra Costa County datum, Description: Brass tag in concrete fastener in northeast end of 16' x 17' concrete base of Gregory Village Shopping Center sign, Elevation: 45.884 feet.

AS BUILT PLANS
APPROVED BY:
BASIS
FOR DIRECTOR
INSPECTOR
ENGR. ASST.

Engineer's Note to Contractor:
The existence and location of any underground utilities, pipes, and or structures shown on these plans were obtained by a search of available records. To the best of our knowledge, there are no existing utilities except as shown on these plans. The contractor shall ascertain the true location of any underground utilities and shall be responsible for damage to any public or private utilities, pipes or real property thereof.

HOLM TAIT & ASSOCIATES

SEWER CONSTRUCTION PLANS

KATHRYN DR. AT LINDA DR.

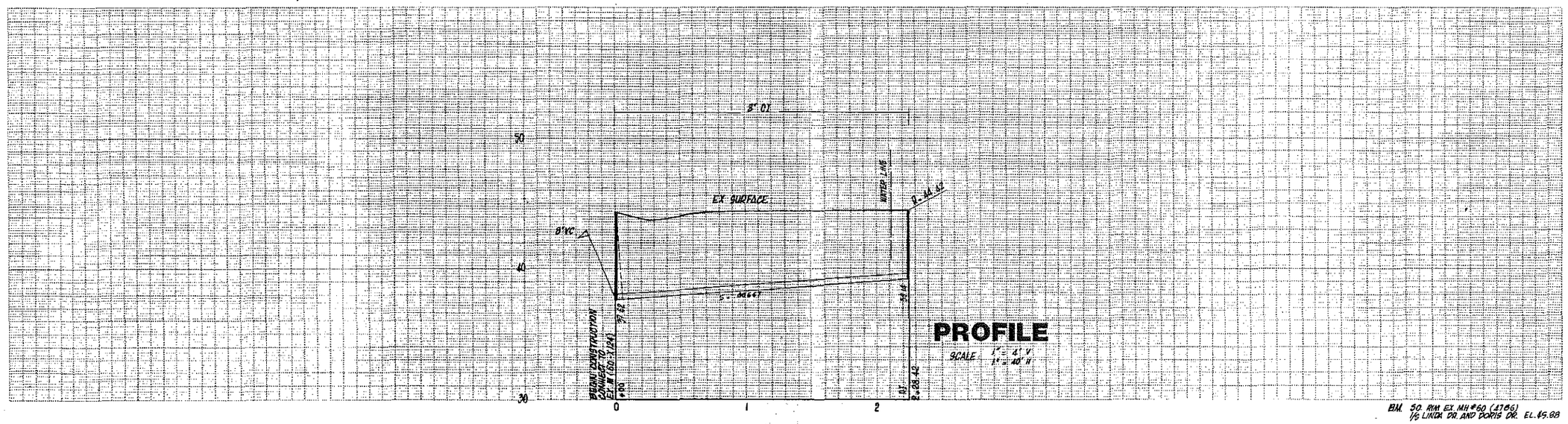
PLEASANT HILL CALIFORNIA

HOLM, TAIT & ASSOCIATES
29 MARY STREET, SAN RAFAEL, CALIF
(415) 457-4800

R.E. TAIT RCE 14900

DESIGN:
SCALE: AS SHOWN
JOB No 505F 310-0
SHT 1 OF 1

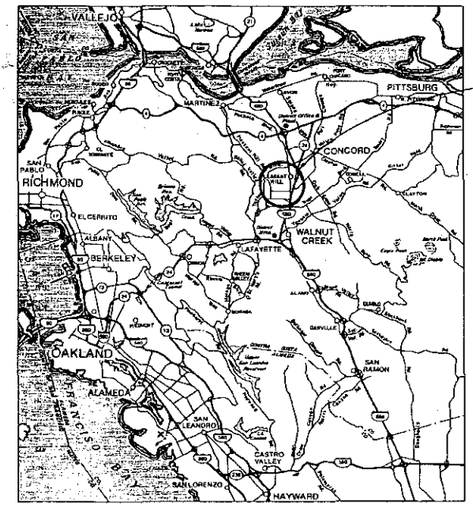
C.C.C.S.D. JOB # 8023 ATLAS 47B6 BASE 1551 & 532



PROFILE

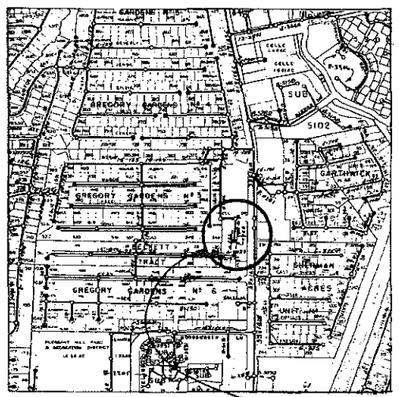
SCALE: 1" = 4' V
1" = 40' H

BM SD RIM EX. MH #60 (1706)
1/S LINDA DR. AND DORIS DR. EL. 45.88



VICINITY MAP

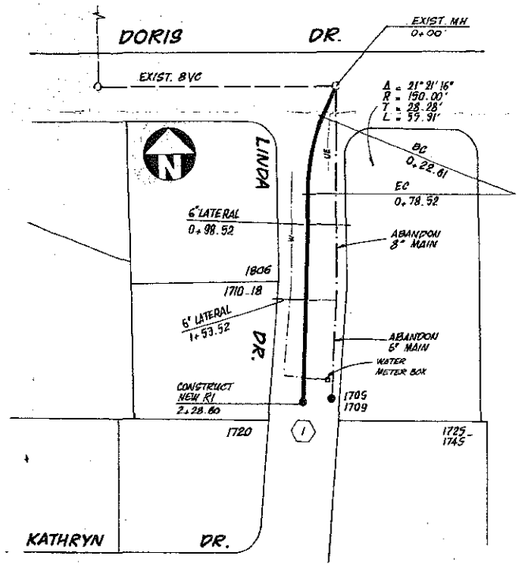
PROJECT LOCATION



PROJECT LOCATION

SYSTEM MAP

SCALE: 1" 600'



PLAN

SCALE: 1" = 50'

RECONNECT 6"VC FROM # 1705, 1709 AND 6"CI FROM # 1707, 18 TO NEW LINE EXACT LOCATIONS MAY VARY FROM STATIONING. CONTRACTOR SHALL MAKE EFFORT TO AVOID DAMAGE TO LAWNS AND TREES.

SEWER QUANTITIES:

STD DI	1EA
8" CI	229 L.F.
6" LATERAL	2EA
RECONNECT EXISTING SIDE SEWERS	2EA

R/W LOG

(1) ENCROACHMENT PERMIT FROM THE CITY OF PLEASANT HILL

SALVAGED METAL CASTINGS SUCH AS FRAMES AND COVERS AND OTHER METAL APPURTENANCES FROM CCCSD STRUCTURES, UNLESS OTHERWISE SPECIFIED, SHALL BE DELIVERED FREE OF ALL EXCESS CONCRETE OR MORTAR, TO THE DISTRICT YARD, 1260 SPRINGBROOK ROAD, WALNUT CREEK, CA.

MATERIALS AND CONSTRUCTION OF SANITARY SEWERS SHALL CONFORM TO THE CENTRAL CONTRA COSTA SANITARY DISTRICT'S STANDARD SPECIFICATIONS AND STANDARD DETAIL DRAWINGS WHEN THE LOWEST FLOOR LEVEL OF A HOUSE TO BE CONNECTED TO THE MAIN SEWER IS BELOW A POINT 12' ABOVE THE TOP OF THE NEAREST UPSTREAM STRUCTURE. THERE SHALL BE A BACKWATER OVERFLOW DEVICE OR CHECK VALVE INSTALLED ON THE SIDE SEWER NEXT TO THE CLEANOUT.

PRIOR TO STARTING ANY WORK, IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN AN INQUIRY IDENTIFICATION NUMBER (I.I.N.) AS ISSUED BY THE APPROPRIATE REGIONAL NOTIFICATION CENTER (UNDERGROUND SERVICES ALERT, TELEPHONE 800-642-2444), IN ACCORDANCE WITH CALIFORNIA GOVERMENT CODE SECTION 4215.5. NO DISTRICT INSPECTION WILL BE PROVIDED UNTIL CONTRACTOR PROVIDES I.I.N. AT JOB SITE.

TENTATIVE

Rev.	Date	By	Description

Designed
Drawn SHN
Checked
Date 3-11-88

Submitted:
Reviewed:
Recommended:

Approved for Construction: REGISTERED PROFESSIONAL ENGINEER ROBERT A. BAKER No. 31431 CIVIL STATE OF CALIFORNIA

Central Contra Costa Sanitary District
5019 Imhoff Place
Martinez, California 94553

SEWER RELOCATION

LINDA DRIVE — PLEASANT HILL

Drawing No. 1

Sheet No. 1 of 1

X4463 1548B532 47B6

Chevron

Todd Littleworth
Senior Counsel

Environmental & Safety Law Group
Chevron Law Department
Chevron Corporation
6001 Bollinger Canyon Road
San Ramon, CA 94583
Tel 925 842 9159
Fax 925 842 8595
tlittleworth@chevron.com

September 9, 2014

VIA U.S. MAIL AND E-MAIL

Kevin Brown
Engineering Geologist
San Francisco Bay Regional Water Quality Control Board
1515 Clay St., Suite 1400
Oakland, CA 94612

Re: Tentative Order – Adoption of Initial Site Cleanup Requirements for Property Located at 1705 Contra Costa Boulevard, Pleasant Hill
R2-2014-00XX (File No. 07S0204 (KEB)(Site 2)

Tentative Order – Adoption of Initial Site Cleanup Requirements for Property Located at 1643 Contra Costa Boulevard, Pleasant Hill
R2-2014-00XX (File No. 07S0132 (KEB)(Site 1)

Dear Mr. Brown:

I write to provide Chevron U.S.A. Inc.'s ("Chevron") response to comments submitted by other parties concerning the referenced Draft Tentative Orders. Please include these comments in the administrative record for this matter.

Comments of Gregory Village Partners, L.P.

An attorney, Edward L. Firestone, submitted comments on behalf of Gregory Village Partners, L.P. ("Gregory Village") in a letter dated August 4, 2014 ("Gregory Village Comments"). The Gregory Village Comments make four main points. First, that a single order should be issued for the two sites at issue. Second, that the Central Contra Costa Sanitary District should be have been named as a "discharger" on both orders. Third, that Chevron should be named as a "discharger" for Site 2 as a result of construction activities undertaken in 1987 and 1988. And fourth, that the tasks in the draft order for Site 2 should be modified.

Chevron agrees that the sewer district should be named as a discharger on both orders. However, Chevron disagrees with the other points made, as discussed below.

Issuance of a separate order for each of the two sites is appropriate. The Regional Water Quality Control Board has proposed issuing one order for the dry cleaner source located at the Gregory Village shopping mall and a second order for the dry cleaner source formerly located at 1709 Contra Costa Boulevard (currently a Chevron-branded gasoline service station). Gregory Village argues that there

should be a single order for the two distinct sites because a single order would be more efficient and because releases from the two sites have "commingled." Neither point has merit, and Chevron advocates issuance of two orders, each tailored to the specific sources at the two sites.

Issuance of a single order would not result in efficiencies and in fact would likely lead to additional disputes and disagreements among the parties. Each of the draft orders involves a specific site with a chlorinated solvent release. The responsibilities of the named dischargers on the two orders are clear – to assess the release at each of the two sites. A single order would create significant administrative inefficiencies by requiring the large number of dischargers to negotiate which dischargers perform which work, likely requiring significant staff time to address disputes. Beyond that, a single order would likely create significant inequities. For example, with a single order would the former landlords for the dry cleaner at Site 2 be compelled to investigate releases from the Gregory Village dry cleaner should Gregory Village fail to comply with the order? Would Gregory Village be compelled to investigate releases associated with the Site 2 dry cleaner if the alleged Site 2 dischargers failed to comply with the order? With two orders the responsibilities of the two sets of dischargers are clear. And staff retains flexibility as the investigations progress to modify the orders as appropriate based on data developed in the investigations.

Gregory Village's claim that there is a "commingled" plume consisting of releases from the two sites is incorrect, as explained in comments submitted by Conestoga-Rovers & Associates dated August 4, 2014. ("CRA Comment Letter," at 3.13 and 3.14.) As the CRA Comment Letter explains, while there is likely dry cleaning solvent contamination beneath the Gregory Village shopping center from the 1709 Contra Costa Boulevard dry cleaner, this contamination likely migrated either through releases from the sanitary sewer or through the sanitary sewer backfill. The Gregory Village Comments recognize this fact, noting the poor condition of the sewer line that served the dry cleaning business at 1709 Contra Costa Boulevard. (Gregory Village Comments, Exhibit G, p. 12.)

Chevron is not a "discharger" under the Water Code as a result of the construction activities in 1987 and 1988. The Gregory Village Comments also claim that Chevron should be named a "discharger" because Chevron's contractor allegedly moved contaminated soil on the service station site during re-construction of the service station and construction of a car wash in 1987 and 1988. (Gregory Village Comments, Exhibit G, pp. 6-7.) The Gregory Village Comments provide no evidence that construction at the site resulted in the movement of contaminated soil, nor do the comments provide any evidence that the construction activities caused or contributed to the movement of impacted groundwater offsite. The cases that are cited in the comments involve liability under the federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), and are inapt.

The Gregory Village Comments assume that there was a "disposal under CERCLA" because construction activities took place at the site. Naming a party as a discharger pursuant to Water Code Section 13304 must be based on evidence in the record, not speculation and assumptions. (*In the Matter of the Petition of Exxon Company, U.S.A. Inc.*, 1985 WL 20026 *6, Order No. WQ 85-7 (Cal.St.Wat.Res.Bd. August 22, 1985.) In *Kaiser Aluminum v. Catellus Development* 976 F.2d 1338 (9th Cir. 1992), relied on in the comments, it was alleged that a party had exacerbated the existing contamination by excavating contaminated soil and depositing it on uncontaminated portions of a 346 acre property. The court found that a party could potentially be held liable pursuant to CERCLA as an operator or transporter if the

evidence supported these allegations. The court did not consider liability under Water Code Section 13304. Moreover, there is no evidence here that construction activities at the site in any way exacerbated the contamination, resulted in a discharge into the water of the state, or created a condition of pollution or nuisance.

There is no need to further define the tasks in the draft order for Site 2. The Gregory Village Comments ask that the tentative order for Site 2 be modified in several respects. Gregory Village requests that the tasks set forth in both orders be "identical." Chevron disagrees. The minor differences between the tasks in the two orders reflects the differences in the site and the historical work that has taken place and, other than the dates on which tasks are due, Chevron sees no need to modify the specific tasks in the draft orders.

Paladin Law Group LLP Comments

A law firm, the Paladin Law Group, also submitted comments on the draft orders. The comments make two main points. First, that a single order should be issued. And second, that Chevron should be named a "discharger" because of construction and remedial activities[1] at the 1705 Contra Costa Boulevard property in 1987 and 1988. Neither point has merit, as is discussed in greater detail above.

Thank you for your attention to these comments. Please feel free to contact me if you have any questions or would like to discuss these issues further.

Sincerely yours,

Todd Littleworth

cc: Stephen Hill, RWQCB
Laurent Meillier, RWQCB
Tamarin Austin, Esq., RWQCB
Brian Waite
Robert C. Goodman, Esq.

[1] The comments also vaguely assert that contamination was spread during groundwater pumping. This appears to refer to the pump and treat system operated at the site from August 1991 to July 1996. This system removed contaminants from the groundwater and slowed their migration. There is no evidence that this caused a "discharge," within the meaning of the Water Code.

BUCHMAN PROVINE BROTHERS SMITH LLP

Reply to:

Horace W. Green
hgreen@bpbsllp.com

August 4, 2014

BY HAND DELIVERY

Bruce H. Wolfe, Executive Director
San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, CA 94612

Re: Tentative Site Cleanup Order
1705 Contra Costa Blvd.
Pleasant Hill, CA
Our File No.: 70538.004

Dear Mr. Wolfe:

This office represents MB Enterprises, Inc. with respect to the Board's Tentative Site Cleanup Order regarding the address set forth above. Pursuant to your letter of July 2, 2014, the purpose of this letter is to comment on the Tentative Order and the proposed actions.

MB Enterprises purchased the automotive fueling facility on the site in June 2003 (close of escrow). As noted, the site was an open environmental case from 1986 until 2005. In January 2005, the Board issued a site closure letter and approved a Site Management Plan.

Since that date, MB Enterprises' operation of the automotive fueling facility has not involved the use or emission of tetracholoroethylene (PCE) or trichloroethylene (TCE). To the extent that the operation of the facility has included the use of any other potentially hazardous materials, all such materials have been safely handled and disposed of. The vendors who have handled such materials include Evergreen Oil, Inc.; Evergreen Environmental Services; Filter Recycling Services; Blue Jay Environmental Services, Inc.; and Environmental Logistics, Inc.

The Staff Report which accompanies the Tentative Order asserts that the soil samples reveal release of chlorinated volatile organic compounds (CVOCs) from former waste oil underground storage tanks which were removed prior to MB Enterprises' operation of the automotive fueling facility. The Staff Report also asserts that soil samples indicate a possible release of CVOCs by a dry cleaner which operated on the site many years before MB Enterprises took possession of the automotive fueling facility. However, the Staff Report does not establish any relationship between the CVOCs contained in the soil samples and any activity undertaken by MB Enterprises during its ownership and operation of the fueling facility.

The Tentative Order names MB Enterprises as a Discharger based on the rationale that "it is the current owner of the property on which there is an ongoing discharge of pollutants, has knowledge of the discharge, and had the legal ability to control the discharge."

MB Enterprises objects to being identified as a "discharger" on the grounds that "it is the current owner of the property on which there is an ongoing discharge of pollutants." MB Enterprises denies that there is "an ongoing discharge of pollutants" on the property. The Staff Report does not identify any ongoing discharge of pollutants; to the contrary, the Report identifies only historical discharges by a former underground storage tank and by the operation of a former dry cleaner. As such, the Staff Report does not support this tentative finding. MB Enterprises calls the Board's attention to an August 12, 2012 letter to Mr. Kevin Brown from Conestoga-Rovers & Associates (CRA). At page 10 of this letter, CRA stated "CRA concurs with EKI that a source for CVOCs may remain in the vicinity, but the source is . . . not service station operations."

MB Enterprises further objects to being identified as a "discharger" on the grounds that MB Enterprises "has knowledge of the discharge." MB Enterprises was unaware, at the time it purchased the facility, of the contamination caused by the former underground storage tank and/or the dry cleaners. Neither of these structures was on site in 2003 when MB Enterprises purchased the facility.

MB Enterprises requests that the Board delete these statements from the Tentative Order before the Order becomes final. We will attend the September 10, 2014 hearing, and will be available at that time to respond to any questions you may have.
Very truly yours,

BUCHMAN PROVINE
BROTHERS SMITH LLP

Horace W. Green

HWG:dhm

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ATTORNEYS
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Tel (415) 228-5400 Fax (415) 228-5450
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July 31, 2014

VIA E-MAIL AND OVERNIGHT DELIVERY

Mr. Bruce H. Wolfe
Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612
bwolfe@waterboards.ca.gov

Re: Comments on Tentative Orders
(1) Adoption of Initial Site Cleanup Requirements, 1705 Contra Costa Boulevard, Pleasant Hill, Contra Costa County
(2) Adoption of Initial Site Cleanup Requirements, 1643 Contra Costa Boulevard, Pleasant Hill, Contra Costa County

Dear Mr. Wolfe:

I am writing on behalf of Marjorie P. Robinson to provide comments regarding the above-referenced tentative order adopting initial site cleanup requirements ("Tentative Order") for the property located at 1705 Contra Costa Boulevard, Pleasant Hill ("Property"), to be considered by the Regional Water Quality Control Board ("Regional Board") at its regular meeting on September 10, 2014.[1]

As explained in detail below, there is no substantial evidence to support naming Mrs. Robinson as a discharger in the Tentative Order under either Water Code section 13267 or Water Code section 13304.

Moreover, the burden that would be imposed by the requirements of the Tentative Order on Mrs. Robinson – who is 84 years old and has no insurance policy that could pay either her legal fees or the costs of complying with the Requirements – does not bear a reasonable

[1] One comment in this letter is also applicable to the other tentative order that the Regional Board will consider on September 10, related to the nearby property located at 1643 Contra Costa Boulevard, Pleasant Hill. See Part II.D, below and accompanying footnote 3.

relationship to the benefits to be obtained from naming her as a discharger under the Tentative Order. As such, the Regional Board may not impose those requirements on Mrs. Robinson under Water Code section 13267.

Finally, certain factual assertions in the Tentative Order must be corrected or deleted, as they are either contradicted by undisputed evidence or are not supported by substantial evidence.

For these reasons, as more fully explained below, Mrs. Robinson objects to the Tentative Order and reserves all rights to further challenge any Regional Board action adopting the Tentative Order or imposing other requirements on Mrs. Robinson related to the Property.

Health permitting, Mrs. Robinson intends to appear before the Regional Board and present testimony at the September 10, 2014 hearing on the Tentative Order, and she reserves the right to supplement these comments at that time. To accommodate Mrs. Robinson, we request that a seat be reserved for her near the podium in the hearing room, and that the hearing on the Tentative Order be set as the first matter on the Regional Board's agenda, following any uncontested matters. Mrs. Robinson and I will be happy to answer any questions that the Regional Board may have at that time.

I. RELEVANT FACTS AND EVIDENCE

A. The 2011 Robinson Declaration Demonstrates That Mrs. Robinson's Role Was Limited To Being the Spouse of a Passive Real Estate Investor

Mrs. Robinson first became aware of the Regional Board's involvement at the Property, including the prior environmental investigations and remediation by Chevron U.S.A. Inc. ("Chevron"), when she received a Requirement To Submit a Work Plan, issued by the Regional Board on July 20, 2011, to both Mrs. Robinson and her deceased husband, Ned, pursuant to Water Code section 13267.

In response to that Requirement, Mrs. Robinson submitted to the Regional Board a declaration signed under penalty of perjury, which enclosed relevant deeds and other documents recorded for the Property that had been located by her counsel. That declaration, dated October 5, 2011, is attached to this letter as **Exhibit 1**. Mrs. Robinson's declaration includes the following facts:

- Mrs. Robinson and her husband Ned were married in 1951. Ned was a full-time attorney from January 1954 until he retired in approximately 2004. Ned died in December 2009.

- From reviewing the deeds that her counsel obtained, Mrs. Robinson understands that she and Ned, in conjunction with Phillip and Jane Lehrman, owned some or all of the Property from 1965 to December 1986.

- During the entire time they had an ownership interest in the Property, Ned was working as an attorney in Oakland. Mrs. Robinson was a homemaker who was raising four children and then, in 1978, went to work outside the home as an office manager for a local company. Separate from his legal career, Ned purchased ownership interests in several commercial real estate properties over time, apparently including the Property, as family investments. At that time in their marriage, she left those decisions to Ned. She had no role in purchasing the Property or in making decisions related to that investment while Ned held it.

- Mrs. Robinson had very limited or no contact with the co-owners or any purported tenants of the Property. She has a non-specific recollection of meeting the Lehrmans socially a few times, but had no business contacts or significant personal contacts with them. She did not know the Jorgensons, who purportedly leased a portion of the property, nor did she have any personal or business contacts with them.

- Based on her understanding of Ned's commercial real estate investments, it was his normal investing practice to be a passive landowner and long-term investor in commercial property. Ned did not actively manage the properties he invested in, and he did not have any significant contact with tenants about their operations. She has no reason to believe that Ned's involvement with the Property, or any tenants at the Property, differed from his normal practice.

- The Robinsons never owned, managed, or operated a dry cleaner, at the Property or at any other location, and have never been otherwise involved in the dry cleaning industry.

- To the best of her knowledge, she never visited the Property when they owned it. She never brought any chemicals to the property (including PCE, which she understands to be the chemical used in dry cleaning machines), used chemicals at the Property, or disposed of chemicals at the Property. She has no reason to believe that Ned did so, either.

- She personally possesses no documents related to the Property or any dry cleaner business that may have operated there. After receiving the July 20, 2011 Requirement from the Board, she diligently searched for any documents or records related to the Property which may have been in Ned's possession before he died. She was not able to locate any such documents or records. In particular, she did not find any materials related to insurance policies, land purchase/sale agreements, or lease agreements related to the Property.

- Because she has been unable to identify any insurance policy related to the Property, all money that she must spend in responding to the Board's directives

related to the Property – including legal fees – are being and will continue to be paid out of her own retirement savings and income.

B. Property Records Demonstrate That Mrs. Robinson's Ownership Interest in the Property Was Limited to the Time Frame of 1965 to 1986

The deeds attached to Mrs. Robinson's declaration (see **Exhibit 1**) demonstrate that the Robinsons held an undivided 1/2 interest in the Property between 1965 and 1986, except with respect to some frontage that was deeded to the City of Pleasant Hill in 1971. The relevant chain of title documents, which also indicate that the Property (now parcel 150-103-016) was created from the merger of two parcels whose numbers changed over time, include the following:

- a grant deed dated June 25, 1965, recorded in July 1965, transferring two contiguous parcels (150-103-004 and 150-103-005) from William Fries, Stephen M. Heller, and Patricia S. Heller to Ned and Marjorie P. Robinson (an undivided 1/2 interest) and to Philip M. and Jane A. Lehrman (an undivided 1/2 interest);

- a grant deed recorded in July 1971, under which the Robinsons and Lehrmans deeded all of the frontage of the two parcels along Contra Costa Boulevard and Doris Drive to the City of Pleasant Hill, along with a drainage easement on the southern (004) parcel; and

- four grant deeds, all dated December 26, 1986 and all recorded at 2:00 p.m. on December 31, 1986, which accomplished the following:
  1) transfer of the Lehrmans' undivided 1/2 interest in the two parcels (now renumbered 150-103-011 and 150-103-012) to Max W. Parker;
  2) transfer of Parker's interest to Chevron, U.S.A., Inc.;
  3) transfer of the Robinsons' undivided 1/2 interest in the two parcels to the Merle D. Hall Company, a California Corporation; and
  4) transfer of the Merle D. Hall Company's interest to Chevron, U.S.A., Inc.

C. Other Relevant Evidence Demonstrates Mrs. Robinson's Limited Involvement with the Property from 1965 to 1986 and Fails to Show Any Releases of Contaminants During That Time Period

Since 2011, the Regional Board has identified only a limited amount of additional evidence relating to Mrs. Robinson's involvement with the property from June 1965 to December 1986:

- A 1971 lease agreement and amendment regarding a portion of the Property, signed by the Robinsons, Lehrmans, and Chevron's predecessor (Standard Oil of California), and a 1971 deed of trust for the Property, signed by the Robinsons and Lehrmans. See **Exhibit 2** to this letter.

- An agreement purporting to lease a portion of the Property to the Jorgensons for five years (1981-1986) for a dry cleaning business. The lease is not dated and is not fully executed (it was signed by the Jorgensons and Robinsons, but not the Lehrmans). See **Exhibit 3** to this letter.

The Regional Board has not identified any evidence of contaminant releases at the Property occurring between 1965 and 1986:

- As to the dry cleaning operation, not only is there is no evidence that a release specifically occurred during that time period, there is no concrete, site-specific evidence that PCE was used at the dry cleaners *at all*. In fact, on December 20, 2013, the Regional Board stated in a letter to Chevron: "We do not have any specific information to confirm PCE use at the former dry cleaner." On March 5, 2014, the Regional Board similarly stated in a letter to Chevron: "We have located no documents, such as hazardous waste manifests or permits, to indicate PCE was used at the former dry cleaner; it most likely was used in dry cleaning activities, but again we have no specific documentation." (These letters are attached as **Exhibit 4**.) The only support for the Regional Board claim that PCE was "most likely" used at the dry cleaner appears to be that found at page 5 of the July 2, 2014 Cleanup Team Staff Report accompanying the Tentative Order. There, staff note that (1) "telephone directories further provide evidence that One Hour Martinizing Cleaners operated at the Site in August 1961 and continued until at least late 1966"; and (2) "It is common knowledge that One Hour Martinizing revolutionized the use of PCE in their dry cleaning machinery."

- As to the waste oil tank at the automotive fueling facility, the Regional Board has set forth no evidence to demonstrate that a release occurred during the time period 1965-1986, as opposed to before or after that time period.

II. THE REGIONAL BOARD'S FINDING THAT MRS. ROBINSON IS A DISCHARGER IS NOT SUPPORTED BY SUBSTANTIAL EVIDENCE

A. Liability May Be Imposed on Dischargers Under Water Code Section 13267 and Water Code Section 13304 Only Where Substantial Evidence Exists

The Tentative Order states that it is being issued by the Regional Board pursuant to its authority under both Water Code section 13267 and Water Code section 13304.

Water Code section 13267 states, in relevant part:

> In conducting an investigation specified in subdivision (a), the regional board may require that any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to

> discharge waste within its region . . . shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires. The burden, including costs, of these reports shall bear a reasonable relationship to the need for the report and the benefits to be obtained from the reports. [section 13267(b)(1) (emphasis added)]

When acting under the authority of Section 13267, the Regional Board must "identify the evidence that supports requiring that person to provide the reports." Water Code § 13267(b)(1). Such evidence must be more than uncorroborated assertions or speculation: evidence supporting issuance of requirements under Section 13267 is "relevant evidence on which responsible persons are accustomed to rely in the conduct of serious affairs." Id. at § 13267(e).

Water Code section 13304 states, in relevant part:

> Any person . . . who has caused or permitted, causes or permits, or threatens to cause or permit any waste to be discharged or deposited where it is, or probably will be, discharged into the waters of the state and creates, or threatens to create, a condition of pollution or nuisance, shall upon order of the regional board, clean up the waste or abate the effects of the waste, or, in the case of threatened pollution or nuisance, take other necessary remedial action, including, but not limited to, overseeing cleanup and abatement efforts. [section 13304(a) (emphasis added)]

The State Water Resources Control Board ("State Board") has confirmed that the Regional Board must rely on "substantial evidence" to name a party as a discharger under these statutory provisions:

> There must be a reasonable basis on which to name each party. There must be substantial evidence to support a finding of responsibility for each party named. This means credible and reasonable evidence which indicates the named party has responsibility.

In the Matter of the Petition of Exxon Company, USA, State Board Order WQ 85-7. *See also In the Matter of the Petition of Stinnes-Western Chemical Corporation*, State Board Order WQ 86-19 ("[I]n order to uphold a Regional Board action, we must be able to find that the action was based on substantial evidence."). *Cf.* State Board Resolution No. 92-49, Policies and Procedures for Investigation and Cleanup and Abatement of Discharges Under Water Code Section 13304, at I.A (requiring "substantial" and "sufficient" evidence to support a Board determination as to the source of a discharge).

The State Board has applied this standard to overturn Regional Board decisions that are not based on substantial evidence. *See, e.g., Exxon, supra* (finding no substantial evidence in the record upon which to base a finding that petitioners should be named in Cleanup and Abatement Order issued under section 13304); *In the Matter of the Petition of Larry and Pamela Canchola*,

State Board Order No. WQO 2003-00020 (Regional Board did not have substantial evidence under section 13267 where uncontroverted evidence showed that former owners did not use or store pollutant at issue – MTBE – during their ownership of the site); *In the Matter of the Petition of Chevron Products Company*, State Board Order No. WQO 2004-0005 (Regional Board did not have substantial evidence to issue requirements to Chevron under section 13267 where the evidence provided by Chevron showing another party's responsibility for the discharges outweighed the evidence relied upon by the Regional Board to name Chevron as a discharger).

B. There Is No Substantial Evidence Allowing the Regional Board to Name Mrs. Robinson as a Discharger in the Tentative Order

Here, the Board has not produced substantial evidence to support naming Mrs. Robinson as a discharger in the Tentative Order pursuant to Water Code section 13267. In light of Mrs. Robinson's declaration and the absence of any contrary evidence, it is clear that no "credible and reasonable evidence" exists to support a conclusion that Mrs. Robinson discharged contaminants at the Property. Although the term "discharge" as used in section 13267 is not defined, it has been defined in the context of Water Code Section 13304 to mean "to relieve of a charge, load, or burden," "to give outlet to," "pour forth," or "emit." *Lake Madrone Water District v. State Water Resources Control Board*, 209 Cal.App.3d 163, 174 (1989). There is no evidence of any such activity by Mrs. Robinson, no evidence that Mrs. Robinson owned, managed, or operated the dry cleaner or the service station at the Property, and no evidence that PCE or other contaminants were used by Mrs. Robinson at the Property. In fact, Mrs. Robinson's declaration provides substantial evidence negating each of these points, and the Regional Board offers no evidence to the contrary.

The Board has also not produced substantial evidence to support naming Mrs. Robinson as a discharger in the Tentative Order pursuant to Water Code section 13304, as someone who has "caused or permitted" a discharge. Courts interpreting the "caused or permitted" language have held that Section 13304 requires "active, affirmative or knowing conduct" with regard to the contamination. *Redevelopment Agency of City of Stockton v. BNSF Railway Co.*, 643 F.3d 668, 678 (9th Cir. 2011) (finding that where the alleged discharger engaged in no active, affirmative or knowing conduct with regard to the contamination, it could not be liable for causing or permitting a discharge under Section 13304); *City of Modesto Redevelopment Agency v. Superior Court*, 119 Cal. App. 4th 28, 44 (2004) (Section 13304's "causes and permits" language was not intended "to encompass those whose involvement with a spill was remote or passive"). To the extent that State Board decisions reach different conclusions regarding the scope of liability under the Water Code, those decisions have been superseded by these decisions by the state and federal courts.

The totality of the evidence now before the Regional Board demonstrates that Mrs. Robinson's actions related to the Property were "remote and passive" and did not constitute "active, affirmative, or knowing conduct" with respect to the contamination at issue. Mrs. Robinson's 2011 declaration is substantial evidence of her role as the spouse of a passive

landowner. See **Exhibit 1**. The fact that her husband had the Property recorded in both their names, and asked Mrs. Robinson to execute leases and deeds of trust for the Property as an owner of record (see **Exhibits 2 and 3**), is entirely consistent with this role. No evidence in the record raises any inference that Mrs. Robinson was actively involved in operating or managing the dry cleaner or the automotive fueling facility at the Property, or had any knowledge of whether or how any potential contaminants were used, stored, handled, or disposed of at those businesses. As such, she did not "cause or permit" a discharge triggering liability under Water Code section 13304.

Not only is there a lack of substantial evidence that Mrs. Robinson had a sufficient relationship to any contamination to name her as a discharger, there is also a lack of substantial evidence that contaminants were, in fact, released during the period of her passive ownership interest in the Property. The Board has twice admitted that it has found no specific evidence that PCE was even used at the dry cleaner at the Property (see **Exhibit 4**), but instead relies on "common knowledge" that One Hour Martinizing used PCE, and the fact that a One Hour Martinizing appears to have operated at the Property from August 1961 until "at least late 1966." See Part I.C, above. This is not the type of "credible and reasonable evidence" that the State Board has found sufficient to hold a party responsible as a discharger. Moreover, even if this were to constitute substantial evidence of PCE use by the dry cleaner until late 1966, the time period at issue only overlaps Mrs. Robinson's ownership period (June 25, 1965 to December 26, 1986) by, at most, approximately eighteen months. And there is absolutely no evidence, let alone substantial evidence, of a PCE release at the dry cleaner between June 25, 1965 and late 1966. More broadly, as set forth at Part I.C, above, the Regional Board has produced no evidence that discharges occurred at either the dry cleaner or the automotive fueling facility during the 1965-1986 period, when Mrs. Robinson had an ownership interest in the Property, as opposed to before or after that time period.

In sum, there is no substantial evidence that a discharge of contaminants occurred during the period when Mrs. Robinson had an interest in the Property, that Mrs. Robinson herself discharged contamination at the Property, or that she engaged in any active, affirmative, or knowing conduct with regard to a discharge of PCE or other contaminants at the Property. As the spouse of a passive landowner who merely held an ownership interest and signed documents in that capacity, Mrs. Robinson cannot be named as a discharger responsible for the requirements in the Tentative Order, under either Water Code section 13267 or Water Code section 13304.

C. The Burdens of the Tentative Order on Mrs. Robinson Do Not Bear a Reasonable Relationship to the Benefits of the Order

As noted above, Water Code section 13267(b)(1) requires that the financial and other burdens imposed by the Regional Board's requirements "shall bear a reasonable relationship to the need for the report and the benefits to be obtained from the reports." The Tentative Order does not meet this standard with respect to Mrs. Robinson.

The Board is essentially asking Mrs. Robinson – who is 84 years old and has no insurance policy that could pay either her legal fees or the costs of complying with the Tentative Order – to undertake a multi-year site investigation that will likely cost several hundred thousand dollars, if not millions of dollars. The Tentative Order also names as a discharger another party that can fully fund and complete the investigation: Chevron, a sophisticated corporation with over $250 billion in assets and annual net income of over $21 billion,[2] and extensive experience in environmental investigations. Requiring Mrs. Robinson to also participate in and fund the work required by the Tentative Order would be financially and practically unreasonable, does not satisfy any legitimate need, and will not provide any additional benefits. Burdening an 84-year old widow with an expensive and long-term environmental investigation cannot be in the best interests of the People of the State of California, and it cannot be what the Legislature intended in giving the Regional Board significant power under Water Code section 13267. As such, independent of the other deficiencies discussed in this letter, the Regional Board is not authorized to name Mrs. Robinson as a discharger under section 13267.

D. Certain Factual Assertions in the Tentative Order Are Unsupported by Substantial Evidence and Must Be Corrected Or Deleted

In addition to improperly identifying Mrs. Robinson as a discharger, the Tentative Order contains certain factual assertions that are either contradicted by undisputed evidence or are not supported by substantial evidence.

- The Tentative Order, at page 2, lists Ned and Marjorie Robinson and Philip and Jane Lehrman as owning the Property from 1960 to 1986. As demonstrated by the undisputed evidence cited in Part I.B, above, these persons only owned the Property from June 25, 1965 to December 26, 1986.

- The Tentative Order, at page 2, states there is "no clear evidence of property ownership" for Merle D. Hall Company and Max W. Parker. The undisputed evidence cited in Part I.B, above, shows that they each were conveyed a one-half interest in the Property on December 26, 1986, which they then reconveyed the same day to Chevron.

- The Tentative Order, at various points, states that the contaminants present in groundwater beneath and downgradient from the Property have "likely commingled" with a groundwater plume associated with P&K Cleaners. The Regional Board has not presented substantial evidence to support this conclusion. In fact, until the remedial investigation required by the Tentative Order is completed, such a conclusion is unverifiable and, therefore, unreasonable.[3]

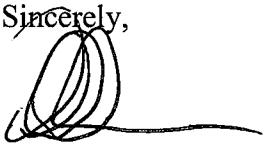
[2] http://en.wikipedia.org/wiki/Chevron_Corporation (statistics cited for 2013).
[3] This same error is contained in the tentative order issued by the Regional Board for 1643 Contra Costa Boulevard.

These erroneous factual assertions must be corrected or deleted, if the Tentative Order is to reflect only the substantial evidence before the Board.

III. Conclusion

For the reasons discussed above, (1) the Regional Board is not authorized to name Mrs. Robinson as a discharger in the Tentative Order pursuant to either Water Code section 13267 or Water Code section 13304, and (2) factual assertions in the Tentative Order that are not supported by substantial evidence must be corrected or deleted. Mrs. Robinson objects to the Tentative Order on those grounds, and respectfully requests that she be removed from the Tentative Order before it is approved by the Regional Board.

Sincerely,



Donald E. Sobelman

Attachments:

Exhibit 1: October 2011 declaration of Marjorie P. Robinson and attachments
Exhibit 2: 1971 service station lease; deed of trust documents
Exhibit 3: Purported lease with dry cleaner operators
Exhibit 4: Regional Board letters of December 20, 2013 and March 5, 2014

cc: Stephen Hill (via e-mail only: shill@waterboards.ca.gov)
Kevin Brown (via e-mail only: kebrown@waterboards.ca.gov)

EXHIBIT 1

DECLARATION OF MARJORIE P. ROBINSON

I, Marjorie P. Robinson, declare:

1. I have personal knowledge of the facts stated in this declaration. I would competently testify to those facts if called as a witness, under oath, in an administrative hearing or other sworn proceeding.

2. I am 81 years old. I reside in Lafayette, California at the family home where I and my husband, Ned Robinson, lived together from 1957 until his death on December 20, 2009.

3. Ned and I were married in 1951 and have four children (born in 1953, 1956, 1957, and 1959). Ned served two years in the military during the Korean conflict, then returned to the Bay Area and began working for a law firm in Oakland. He remained at that firm until he opened his own law office in Lafayette in or around 1986-87. Ned was a full-time attorney from January 1954 until he retired in approximately 2004. Although he did obtain a realtors' license in the late 1980s, he never ended up using it. Outside of his career as an attorney, Ned spent most of his time with his family and as a volunteer with numerous civic and community organizations.

4. I first learned of the Regional Water Quality Control Board ("Board") proceedings related to the property now known as 1705 Contra Costa Boulevard in Pleasant Hill ("the Property"), including the prior environmental investigations and cleanup, when I received the Board's letter, dated July 20, 2011. I have reviewed the chain of title documents attached to this declaration as **Exhibit A**, which I am informed pertain to the Property. I understand from these documents that Ned and I, in conjunction with Phillip and Jane Lehrman, owned some or all of the Property from 1965 to December 1986. I recognize signatures on the 1971 and 1986 deeds as belonging to Ned and me. I have a non-specific recollection of our driving by the gas station at the Property and Ned telling me we owned the land, and I recollect that Ned told me after he sold it, but otherwise do not have any information or recollection regarding the Property.

5. I have also reviewed a June 18, 2009 *Technical Report on Site History* for the Property prepared by Conestoga-Rovers and Associates. In particular, I reviewed the discussion at pages 3-6, which includes the statement that Morris and Genoise Jorgenson owned a dry cleaning business and leased the Property from us and the Lehrmans for some period of time. I cannot confirm or deny the accuracy of this statement, as I do not have any information or documentation regarding the Property, the Jorgensons, or any other persons or businesses that may have leased the Property.

6. During the entire time we had an ownership interest in the Property, Ned was working as an attorney in Oakland. I was a homemaker in Lafayette who was raising four children and then, in 1978, went to work outside the home as an office manager for a local company. Separate from his legal career, Ned purchased ownership interests in several commercial real estate properties over time, apparently including the Property, as family investments. At that time in our marriage, I left those decisions to Ned. I had no role in purchasing the Property or in making decisions related to that investment while Ned held it. I did not know the Jorgensons, nor did I have any personal or business contacts with them. I have a non-specific recollection of meeting the Lehrmans socially a few times, but I had no business contacts or significant personal contacts with them.

7. Based on my understanding of Ned's commercial real estate investments, it was his normal investing practice to be a passive landowner and long-term investor in commercial property. Ned did not actively manage the properties he invested in, and he did not have any significant contact with tenants about their operations. I have no reason to believe that Ned's involvement with the Property, or any tenants at the Property, differed from his normal practice.

8. Ned and I never owned, managed, or operated a dry cleaner, at the Property or at any other location, and we have never been otherwise involved in the dry cleaning industry. To the best of my knowledge, I never visited the Property when we owned it. I certainly never brought any chemicals to the property (including PCE, which

I understand to be the chemical used in dry cleaning machines), used chemicals at the Property, or disposed of chemicals at the Property. I have no reason to believe that Ned did so, either.

9. I personally possess no documents related to the Property or any dry cleaner business that may have operated there. Since I received the July 20, 2011 letter from the Board, I have diligently searched for any documents or records related to the Property which may have been in Ned's possession before he died. I have located no such documents or records, and have no information where any such documents or records – if they exist – would be located. In particular, I have not found any materials related to insurance policies, land purchase/sale agreements, or lease agreements related to the Property.

10. Because I have been unable to identify any insurance policy that may cover costs related to this matter, all money that I must spend in responding to the Board's requirements related to the Property – including legal fees – are being and will continue to be paid out of my own retirement savings and income.

I swear under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this declaration on October 5, 2011, in Lafayette, California.

Marjorie P. Robinson

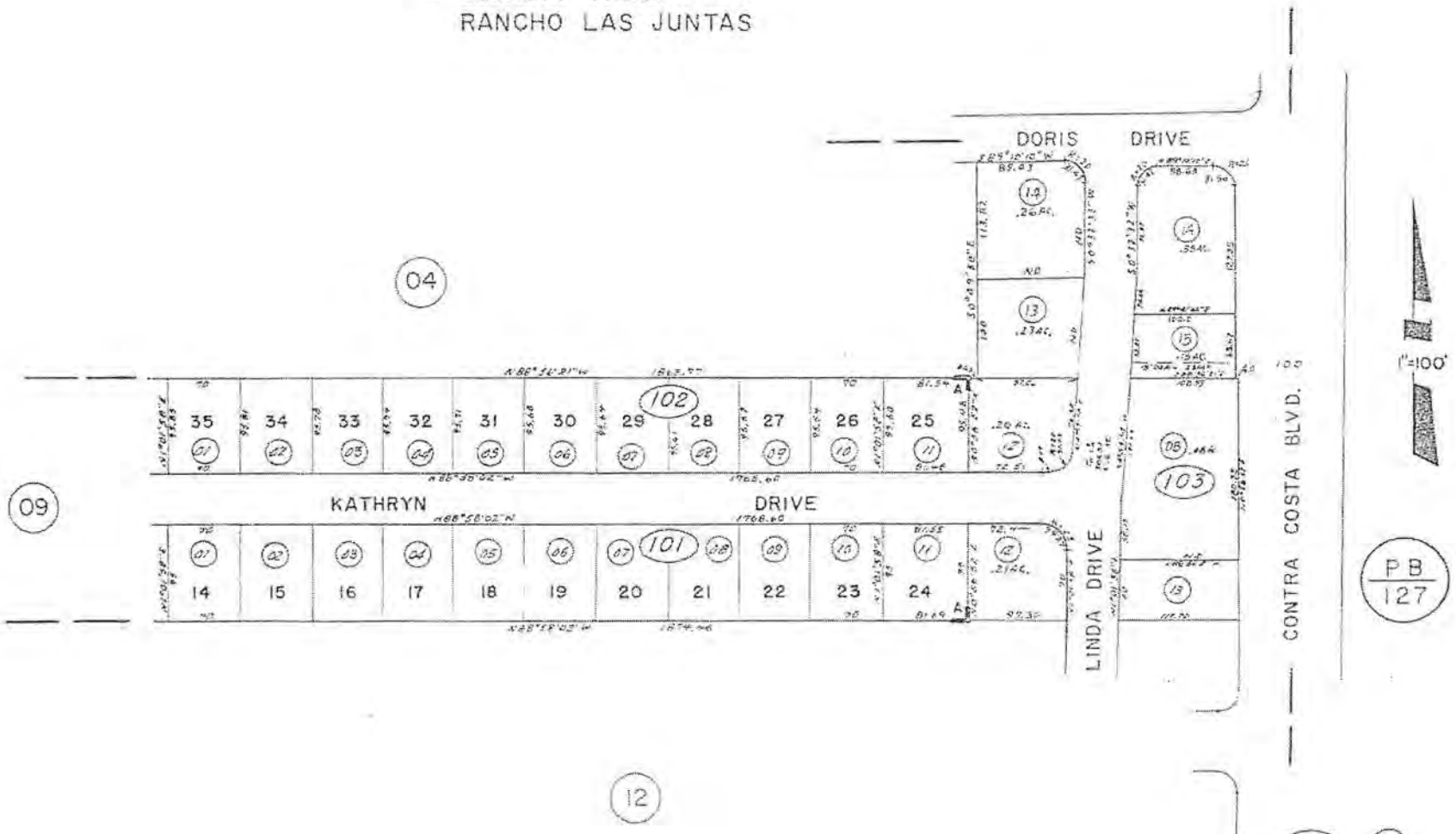
MARJORIE P. ROBINSON

EXHIBIT A

A BECKETT TRACT M B 46-41
RANCHO LAS JUNTAS

ASSESSOR'S MAP
BOOK 150 PAGE 10

A BECKETT TRACT M B 45-41
RANCHO LAS JUNTAS



101
102
103

ASSESSOR'S MAP
BOOK 150 PAGE 10
CONTRA COSTA COUNTY, CALIF.

101
102
103

2-5-86

ASSESSOR'S MAP
BOOK 150 PAGE 10
CONTRA COSTA COUNTY, CA
30-65

Recorded at the request of:

Return to:

TREVOR & CO.
368 Bush Street
San Francisco, California

54621
JUL -8 1965

BOOK 4905 PAGE 495

RECORDED AT REQUEST OF
TITLE GUARANTY COMPANY
Contra Costa County Title Co.
JUL -8 1965
AT 11 O'CLOCK A. M.
CONTRA COSTA COUNTY RECORDS
FEE $2.00 W. T. PAASCH
COUNTY RECORDER

THIS BOX FOR EXCLUSIVE USE OF COUNTY RECORDER

150-103-004
150-103-005
77.

GRANT DEED
(Corporation Grantor)

Order No. W-287887 289113
ap

For value received

THE KENLOW CORPORATION, a corporation,

GRANT to WILLIAM FRIES, II, an unmarried man, as to an undivided 1/2 interest; STEPHEN M. HELLER and PATRICIA S. HELLER, his wife, as joint tenants, as to an undivided 1/2 interest

*

all that real property situate in the City of Pleasant Hill, County of Contra Costa, State of California, described as follows:

Portion of the Rancho Las Juntas, described as follows:

Beginning on the south line of the parcel of land described in the deed to Philip F. Heraty, et al, recorded November 5, 1958, Book 3258, Official Records, page 166, at the east line of the parcel of land described in the deed to Contra Costa County, recorded August 22, 1957, Book 3032, Official Records, page 485; thence from said point of beginning north 89° 41' 27" east, 128.93 feet to the west line of the State Highway leading from Martinez to Walnut Creek; thence north 0° 25' 20" west, along said west line, 196.2 feet to the north line of said Heraty parcel; thence along said north line, northerly and westerly, along the arc of a curve to the left with a radius of 20 feet, tangent to the last mentioned course, an arc distance of 31.36 feet and south 89° 10' 10" west, to the east line of said Contra Costa County parcel; thence along said Contra Costa County parcel as follows: Westerly and southerly, along the arc of a curve to the left with a radius of 20 feet, an arc distance of 31.42 feet; south 0° 32' 22" west, 96.97 feet and south 4° 59' 58" west, 98.49 feet to the point of beginning.

GUARANTY CO. COUNTY DIVISION RECORDED

IN WITNESS WHEREOF, said Corporation has executed these presents by its officers thereunto duly authorized, this 1st day of February, 19 65.

SEAL AFFIXED

THE KENLOW CORPORATION

By _____ President

Attest _____ Secretary

* For joint tenancy deed add after grantee names "as joint tenants"

STATE OF CALIFORNIA

City and County of San Francisco
County in which acknowledgment is taken

On June 21, 1965 before me, Esther M. Pearson, a Notary Public, in and for said** City & County and State, personally appeared Kenneth B. Lowry and Robert E. McCarthy

known to me to be President and Secretary respectively of the corporation that executed the within instrument and also known to me to be the persons who executed it on behalf of such corporation and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

SEAL AFFIXED

Esther M. Pearson
In addition to signature type or print name of notary
NOTARY PUBLIC
In and for the City and County of San Francisco, State of California

** If notary is commissioned in another County strike "said" and name County.

My Commission Expires August 16, 1966

Form No. 1 GRANT DEED (Corporation Grantor)—Tenancy in Common or Joint Tenancy

END OF DOCUMENT

Description: Contra Costa, CA Document-Book.Page 4905.495 Page: 1 of 1
Order: cc Comment:

Recorded at the request of:

Return to:

Philip M. Lehrman
P. O. Box 286
Walnut Creek, California
150-103-004
150-103-005

54625
JUL -8 1965

BOOK 4905 PAGE 502

RECORDED AT REQUEST OF
WESTERN TITLE GUARANTY COMPANY
CONTRA COSTA COUNTY DIVISION (Escrow)
Contra Costa County, State of Calif.
JUL -8 1965
AT 11 O'CLOCK A. M.
CONTRA COSTA COUNTY RECORDS
FEE $ 2.00
W. T. PAASCH
COUNTY RECORDER

THIS BOX FOR EXCLUSIVE USE OF COUNTY RECORDER

GRANT DEED

(Individual Grantor)

Order No.

For value received WILLIAM FRIES, II, an unmarried man, as to an undivided 1/2 interest; STEPHEN M. HELLER and PATRICIA S. HELLER, his wife, as joint tenants, as to undivided 1/2 interest,

GRANT to NED ROBINSON and MARJORIE F. ROBINSON, his wife, as to an undivided 1/2 interest; PHILIP M. LEHRMAN and JANE A. LEHRMAN, his wife, as to an undivided 1/2 interest,

all that real property situate in the City of Pleasant Hill, County of Contra Costa, State of California, described as follows:

Portion of the Rancho Las Juntas, described as follows:

Beginning on the south line of the parcel of land described in the deed to Philip F. Heraty, et al, recorded November 5, 1958, Book 3258, Official Records, page 166, at the east line of the parcel of land described in the deed to Contra Costa County, recorded August 22, 1957, Book 3032, Official Records, page 485; thence from said point of beginning north 89° 41' 27" east, 128.93 feet to the west line of the State Highway leading from Martinez to Walnut Creek; thence north 0° 25' 20" west, along said west line, 196.2 feet to the north line of said Heraty parcel; thence along said north line, northerly and westerly, along the arc of a curve to the left with a radius of 20 feet, tangent to the last mentioned course, an arc distance of 31.36 feet and south 89° 10' 10" west, to the east line of said Contra Costa County parcel; thence along said Contra Costa County parcel as follows: Westerly and southerly, along the arc of a curve to the left with a radius of 20 feet, an arc distance of 31.42 feet; south 0° 32' 22" west, 96.97 feet and south 4° 59' 58" west, 98.49 feet to the point of beginning.

CHARLOTTE V. GEIGER
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO

WITNESS OUR hand S this 25th day of June 1965

* THIS WITH GRANT DEED SHALL APPEAR GRANTEE NAMES AS SIGNATURES

William Fries, II
William Fries II

Stephen M. Heller
Stephen M. Heller

Patricia S. Heller
Patricia S. Heller

STATE OF CALIFORNIA
City and County of San Francisco } ss.

On June 25 1965 before me, Charlotte V. Geiger
(Notary's official name of notary)

a Notary Public in and for said City and County and State, personally appeared William Fries II, Stephen M. Heller and Patricia S. Heller

known to me to be the person S whose name S subscribed to the within instrument, and acknowledged to me that they executed the same.

Charlotte V. Geiger
(In addition to signature type or print name of notary)

** If notary is commissioned in another County strike "said" and name County.

My commission expires Notary Public January 29 1968

Form No. S.F.32 GRANT DEED (Individual)—Tenancy in Common or Joint Tenancy

* END OF DOCUMENT *

Order No. 121882
Escrow No. 121882-091
Loan No.

86 242959

RECORDED AT REQUEST OF
FIRST AMERICAN TITLE CO.

DEC 31 1986
AT 2 O'CLOCK P.M.
CONTRA COSTA COUNTY RECORDS
J.R. GISSON
COUNTY RECORDER

13364 PAGE 940

WHEN RECORDED MAIL TO
Philip & Jane Lehrman
P.O. box A
Genoa, Nevada 89411

CONTRA COSTA CO.
TRANSFER TAX
PAID $ 275.00

SS#9-6817

MAIL TAX STATEMENTS TO
CHEVRON U.S.A. INC.
Property Tax Division
P.O. Box 7611
San Francisco, CA 94120

SURVEY MONUMENT FEE $1.00

FEE $

The undersigned grantor(s) declare(s):
CITY TRANSFER TAX IS $
DOCUMENTARY TRANSFER TAX IS $ 275.00
SURVEY MONUMENT PRESERVATION FUND IS $
X Computed on the consideration or value of property conveyed, OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale.

A.P.# 150-101-011 and 012

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PHILIP M. LEHRMAN and JANE A. LEHRMAN, his wife

hereby GRANT(S) to

MAX K. PARKER, a Widower

the real property in the City of Pleasant Hill
County of Contra Costa State of California, described as

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Dated December 26, 1986

STATE OF CALIFORNIA
COUNTY OF Contra Costa ss.
On December 30, 1986 before me, the undersigned, a Notary Public in and for said State, personally appeared PHILIP A. LEHRMAN

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature Malena Bartolucci

Philip M. Lehrman

Jane A. Lehrman

OFFICIAL SEAL
MALENA BARTOLUCCI
NOTARY PUBLIC-CALIFORNIA
CONTRA COSTA COUNTY
My Commission Expires Dec 9, 1989

MAIL TAX STATEMENTS AS DIRECTED ABOVE

13364 PAGE 941

STATE OF CALIFORNIA
COUNTY OF Contra Costa

On December 30, 1986 before me, the undersigned, a Notary Public in and for

said State, personally appeared PHILIP N. LEHRMAN

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is

subscribed to the within instrument as the Attorney-in-Fact of JANE A. LEHRMAN

and acknowledged to me that he subscribed the name of

JANE A. LEHRMAN

thereto as principal and his own name as Attorney-in-Fact

WITNESS my hand and official seal.

Signature Amelia Bartolero

OFFICIAL SEAL
AMELIA BARTOLERO
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Expires Jan 11, 1989

OFFICIAL SEAL
AMELIA BARTOLERO
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Expires Jan 11, 1989

86 242959

EXHIBIT "A"

Order No. 121882
Page 2

13364 PAGE 942

LEGAL DESCRIPTION

Real property in the State of California, County of Contra Costa, City of Pleasant Hill, described as follows:

Portion of the Rancho Las Juntas, described as follows:

Beginning on the south line of the parcel of land described in the deed to Philip F. Heraty, et al, recorded November 5, 1958, Book 3258, Official Records, Page 166, at the east line of the parcel of land described in the deed to Contra Costa County, recorded August 22, 1957, Book 3032, Official Records, Page 485; thence from said point of beginning north 89° 41' 27" east, 128.93 feet to the west line of the State Highway leading from Martinez to Walnut Creek; thence north 0° 25' 20" west, along said west line, 196.2 feet to the north line of said Heraty Parcel; thence along said north line, northerly and westerly, along the arc of a curve to the left with a radius of 20 feet, tangent to the last mentioned course, an arc distance of 31.36 feet and south 89° 10' 10" west, to the east line of said Contra Costa County Parcel; thence along said Contra Costa County Parcel as follows. Westerly and southerly, along the arc of a curve to the left wtih a radius of 20 feet, an arc distance of 31.42 feet; south 0° 30' 00" west, 95.97 feet and south 4° 59' 58" west, 98.49 feet to the point of beginning.

EXCEPTING THEREFROM:

That portion thereof described as Parcels One & Two in the deed to City of Pleasant Hill, recorded October 22, 1971, Book 6504, Page 501, Official Records

A.P. No.: 150-103-011 and 012

First American Title Guaranty Company

121882
121882-HOU

86 242960

RECORDED AT REQUEST OF
FIRST AMERICAN TITLE CO.

DEC 31 1986
AT 2 O'CLOCK M.
CONTRA COSTA COUNTY RECORDS
J.R. CISSON
COUNTY RECORDER
FEE $

SURVEY MONUMENT FUND
$10

13564 PAGE 343

MAIL RECORDED DEED TO:

CHEVRON U.S.A. INC.
Attn: V.V. Chodsky
P.O. Box 5050
San Ramon, CA 94583-0905

SS89-6817

MAIL TAX STATEMENTS TO:

CHEVRON U.S.A. INC.
Property Tax Division
P.O. Box 7611
San Francisco, CA 94120

The undersigned grantor(s) declare(s):
CITY TRANSFER TAX IS $ FILER REQUESTS THAT STAMPS
DOCUMENTARY TRANSFER TAX IS $ NOT BE RECORDED.
SURVEY MONUMENT PRESERVATION FUND IS $
Computed on the consideration or value of property conveyed; OR
Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

A.P.# 150-103-011 and 012

GRANT DEED

FOR A VALUABLE CONSIDERATION receipt of which is hereby acknowledged,

MAX K. PARKER, a widower

hereby GRANT(S) to

CHEVRON U.S.A. INC., a Pennsylvania corporation

the real property in the City of Pleasant Hill
County of Contra Costa, State of California, described as

Portion of the Rancho Las Juntas, described as follows:

Beginning on the south line of the parcel of land described in the deed to Philip F. Neraty, et al, recorded November 5, 1938, Book 3258, Official Records, Page 166, at the east line of the parcel of land described in the deed to Contra Costa County, recorded August 22, 1957, Book 3933, Official Records, Page 485; thence from said point of beginning north 89°41'27" east, 128.93 feet to the west line of the State Highway leading from Martinez to Walnut Creek; thence north 0°25'20" west, along said west line, 196.2 feet to the north line of said Neraty Parcel; thence along said north line, northerly and westerly, along the arc of a curve to the left with a radius of 20 feet, tangent to the last mentioned course, an arc distance of 31.22 feet and south 89°10'10" west, to the east line of said Contra Costa County Parcel; thence along said Contra Costa County Parcel as follows: Westerly and southerly, along the arc of a curve to the left with a radius of 20 feet, an arc distance of 31.42 feet; south 0°32'29" west, 96.97 feet and south 4°59'58" west, 98.49 feet to the point of beginning.

EXCEPTING THEREFROM:

That portion thereof described as Parcels One & Two in the deed to City of Pleasant Hill, recorded October 27, 1971, Book 6503, Page 501, Official Records.

Dated December 26, 1986

Max K. Parker

STATE OF CALIFORNIA
COUNTY OF Contra Costa ss.
On December 30, 1986
before me the undersigned, a Notary Public in and for
said State, personally appeared
MAX K. PARKER

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Notary Public

OFFICIAL SEAL
HELEN I. SARIOLO
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Commission Expires Jan. 17, 1987

(This area for official notarial seal)

TAX STATEMENTS AS DIRECTED ABOVE

86 242961

RECORDED AT REQUEST OF

FIRST AMERICAN TITLE CO.

DEC 31 1986 2 O'CLOCK M.

AT CONTRA COSTA COUNTY RECORDS
J.R. OLSSON
COUNTY RECORDER

FEE $

CONTRA COSTA CO.
$ 275.00

121882
121882-002

Ned Robinson &
Marjorie P. Robinson
1195 Glen Road
Lafayette, California
94549
S878-6812

MAIL TAX STATEMENTS TO

CHEVRON U.S.A. INC.
Property Tax Division
P.O. Box 7611
San Francisco, CA 94120

The undersigned grantor(s) declares(s):
CITY TRANSFER TAX IS $
DOCUMENTARY TRANSFER TAX IS $ 275.00
SURVEY MONUMENT PRESERVATION FUND IS $
X Computed on the consideration or value of property conveyed, OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale.

150-103-011 and 012

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

NED ROBINSON and MARJORIE P. ROBINSON, his wife

hereby GRANT(S) to

MERLE D. HALL COMPANY, a California corporation

An undivided one-half interest

the real property in the City of Pleasant Hill
County of Contra Costa State of California, described as

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

BOOK 13364 PAGE 944

WITNESS:

Robert W. Felton

Dated December 2b, 1986

Ned Robinson

Marjorie P. Robinson

STATE OF CALIFORNIA
COUNTY OF

On

before me, the undersigned, a Notary Public in and for said State, personally appeared NED ROBINSON and MARJORIE P. ROBINSON

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

[redacted]

13364 945

Contra Costa

December 30, 1986

ROBERT W. FELTON

[redacted]

WALNUT CREEK

JED ROBINSON and
MARJORIE P. ROBINSON

OFFICIAL SEAL
MELINA BARTOLO
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Expires Jan 11, 1988

Melina Bartolo

[redacted]

86 242961

13364 946

Page No. 121402
Page 2

LEGAL DESCRIPTION

Real property in the State of California, County of Contra Costa, City of Pleasant Hill, described as follows:

Portion of the Rancho Las Juntas, described as follows:

Beginning on the south line of the parcel of land described in the deed to Philip F. Heraty, et al, recorded November 5, 1958, Book 3258, Official Records, Page 166, at the east line of the parcel of land described in the deed to Contra Costa County, recorded August 22, 1957, Book 3032, Official Records, Page 485; thence from said point of beginning north 89° 41' 27" east, 128.93 feet to the west line of the State Highway leading from Martinez to Walnut Creek; thence north 0° 25' 20" west, along said west line, 196.2 feet to the north line of said Heraty Parcel; thence along said north line, northerly and westerly, along the arc of a curve to the left with a radius of 20 feet, tangent to the last mentioned course, an arc distance of 31.36 feet and south 89° 10' 10" west, to the east line of said Contra Costa County Parcel; thence along said Contra Costa County Parcel as follows: Westerly and southerly, along the arc of a curve to the left wtih a radius of 20 feet, an arc distance of 31.42 feet; south 0° 32' 22" west, 96.9 feet and south 4° 59' 58" west, 98.49 feet to the point of beginning.

EXCEPTING THEREFROM:

That portion thereof described as Parcels One & Two in the deed to City of Pleasant Hill, recorded October 22, 1971, Book 6504, Page 501, Official Records

A.P. No.: 150-103-011 and 012

END OF DOCUMENT

First American Title Guaranty Company

86 242962

121882
121882-002

RECORDED AT REQUEST OF
FIRST AMERICAN TITLE CO.

DEC 31 1986
AT 2 O CLOCK M.
CONTRA COSTA COUNTY RECORDS
J.R. OLSSON
COUNTY RECORDER

13364 PAGE 94

MAIL TO:
CHEVRON U.S.A. INC.
Attn: V.Y. Chodsky
P.O. Box 5050
San Ramon, CA 94583-0905

SS#9-6817

SURVEY MONUMENT FUND $10

FEE $

MAIL TAX STATEMENTS TO:
CHEVRON U.S.A. INC.
Property Tax Division
P.O. Box 7611
San Francisco, CA 94120

The undersigned grantor(s) declare(s):
CITY TRANSFER TAX IS $
DOCUMENTARY TRANSFER TAX IS: $ FILER REQUESTS THAT STAMPS NOT BE RECORDED
SURVEY MONUMENT PRESERVATION FUND IS $
Computed on the consideration or value of property conveyed, OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale.

A.P.# 150-103-011 and 012

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MERLE D. HALL COMPANY, a California corporation

hereby GRANT(S) to

CHEVRON U.S.A. INC., a Pennsylvania corporation

the real property in the City of Pleasant Hill
County of Contra Costa, State of California, described as

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Dated December 26, 1986

MERLE D. HALL COMPANY, a California corporation

By: Merle D. Hall, President

STATE OF CALIFORNIA
COUNTY OF

On

before me, the undersigned, a Notary Public in and for said State, personally appeared

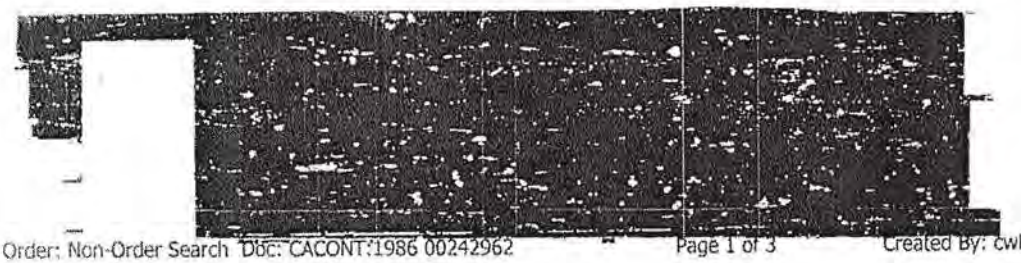
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same

WITNESS my hand and official seal.

Signature

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE



[redacted]

BK 13364 PAGE 948

STATE OF CALIFORNIA
COUNTY OF Contra Costa

On December 30, 1986 before me, the undersigned, a Notary Public in and for said State, personally appeared MERLE D. BALL and personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as President and Secretary, on behalf of MERLE D. BALL COMPANY the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Malena Bartolucci

OFFICIAL SEAL
MALENA BARTOLUCCI
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Expires Jan. 11, 1988

(This area for official notarial seal)

[redacted]

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the State of California, County of Contra Costa, City of Pleasant Hill, described as follows:

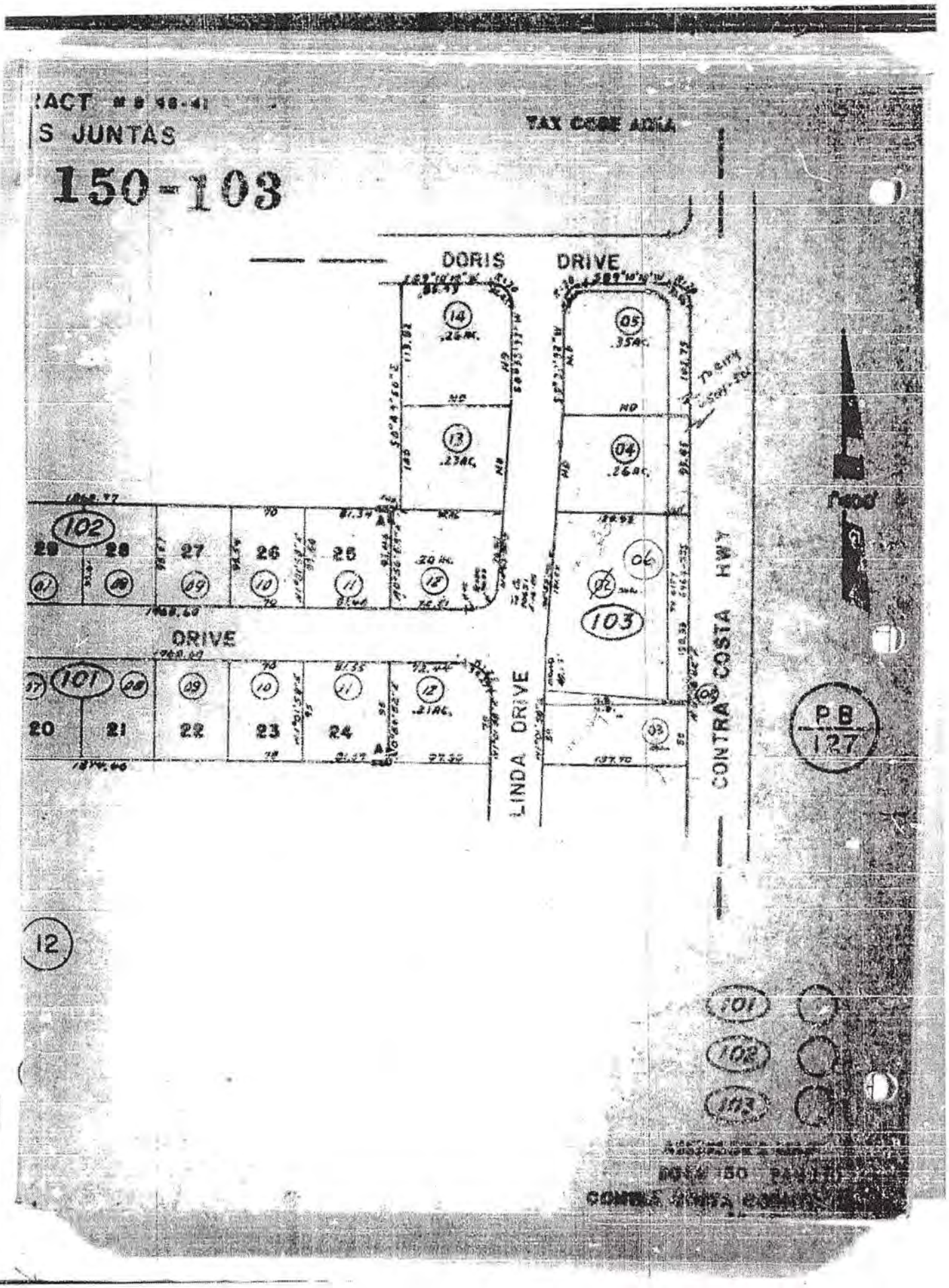
Portion of the Rancho Las Juntas, described as follows:

Beginning on the south line of the parcel of land described in the deed to Philip F. Meraty, et al, recorded November 5, 1958, Book 3258, Official Records, Page 166, at the east line of the parcel of land described in the deed to Contra Costa County, recorded August 22, 1957, Book 3032, Official Records, Page 485; thence from said point of beginning north 89° 41' 27" east, 123.93 feet to the west line of the State Highway leading from Martinez to Walnut Creek; thence north 0° 25' 20" west, along said west line, 196.2 feet to the north line of said Meraty Parcel; thence along said north line, northerly and westerly, along the arc of a curve to the left with a radius of 20 feet, tangent to the last mentioned course, an arc distance of 31.36 feet and south 89° 10' 10" west, to the east line of said Contra-Costa-County-Parcel; thence along said Contra Costa County Parcel as follows: Westerly and southerly, along the arc of a curve to the left wtih a radius of 20 feet, an arc distance of 31.42 feet; south 0° 32' 22" west, 96.97 feet and south 4° 59' 58" west, 98.49 feet to the point of beginning.

EXCEPTING THEREFROM:

That portion thereof described as Parcels One & Two in the deed to City of Pleasant Hill, recorded October 22, 1971, Book 6604, Page 501, Official Records

A.P. No.: 150-103-011 and 012


TRACT
S JUNTAS
150-103
TAX CODE AREA
DORIS
DRIVE
DRIVE
LINDA DRIVE
CONTRA COSTA HWY
102
101
103
PB
127
12
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.26 AC.
.23AC.
.35AC.
.26 AC.
.21AC.
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RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

City of Pleasant Hill
City Hall
Pleasant Hill, Calif.

Name
Street Address
City & State

MAIL TAX STATEMENTS TO

Name
Street Address
City & State

BOOK 6504 PAGE 501

OCT 22 1971

69731

RECORDED AT REQUEST OF
WESTERN TITLE GUARANTY COMPANY
CONTRA COSTA COUNTY DIVISION

OCT 22 1971

AT 1 O'CLOCK P M.
CONTRA COSTA COUNTY RECORDS

FEE $2.00 W. T. PAASCH
COUNTY RECORDS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX $ None
☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
☐ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES REMAINING THEREON AT TIME OF SALE.
WESTERN TITLE GUARANTY COMPANY
CONTRA COSTA COUNTY DIVISION

By _____
Signature of Declarant or Agent determining tax

Grant Deed

D.T.T. 5

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

NED ROBINSON and MARJORIE P. ROBINSON, his wife, and
PHILIP M. LEHRMAN and JANE A. LEHRMAN, his wife

hereby GRANT(S) to

CITY OF PLEASANT HILL, a general law city of the State of California,

the following described real property in the City of Pleasam Hill,
County of Contra Costa, State of California:

FOR DESCRIPTION, SEE EXHIBIT "A"
ATTACHED HERETO AND MADE A PART HEREOF.

Dated June 23, 1971

Jane A. Lehrman
Philip M. Lehrman
Marjorie P. Robinson
Ned Robinson

STATE OF CALIFORNIA
COUNTY OF Alameda } ss

On June 23, 1971 before me, the undersigned Notary Public in and for said State, personally appeared Jane A. Lehrman, Philip M. Lehrman, Marjorie P. Robinson and Ned Robinson

known to me to be the person s whose name s subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Bernice W. Geis
Bernice W. Geis
Name (Typed or Printed)

OFFICIAL SEAL
BERNICE W. GEIS
NOTARY PUBLIC - CALIFORNIA
COUNTY OF ALAMEDA
My Commission Expires September 21, 1975

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"

Parcels 1 & 2

That portion of the Rancho Las Juntas, described as follows:

COMMENCING at the southeasterly corner of the land described in the deed to the County of Contra Costa, recorded August 22, 1957 in Book 3032, Official Records, Page 485, being a point on the southerly line of the land described in the deed to Philip F. Heraty, et al, recorded November 5, 1958 in Book 3258, Official Records, page 166; thence North 89°41'27" East along said southerly line, 108.93 feet to a line parallel with and distant westerly, 50.00 feet from the centerline of Contra Costa Highway to the True Point of Beginning; thence North 0°25'20" West along said parallel line 191.02 feet to the beginning of a tangent curve concave southwesterly having a radius of 20.00 feet; thence northerly, northwesterly and westerly along said curve, through a central angle of 90°24'30" an arc distance of 31.56 feet to a line parallel with and distant southerly 30.00 feet from the centerline of Doris Drive; thence tangent to said curve, South 89°10'10" West along said parallel line, 62.63 feet to the beginning of a tangent curve, concave southeasterly having a radius of 20.00 feet; thence westerly, southwesterly and southerly along said curve, through a central angle of 90°00'00" an arc distance of 31.42 feet to the easterly line of said land described in said deed to the County of Contra Costa; thence tangent to said curve, North 0°49'50" West along said easterly line, 5.00 feet to the beginning of a tangent curve therein, concave southeasterly having a radius of 20.00 feet; thence northerly, northeasterly and easterly along said curve, through a central angle of 90°00'00" an arc distance of 31.42 feet to the northerly line of said land described in said deed to Heraty; thence North 89°10'10" East along said northerly line, 82.67 feet to the beginning of a tangent curve therein, concave southwesterly having a radius of 20.00 feet; thence easterly, southeasterly and southerly along said curve, through a central angle of 90°24'30" an arc distance of 31.56 feet to the west line of the State Highway leading from Martinez to Walnut Creek; thence South 0°25'20" East along said west line, 196.20 feet to said southerly line of the land described in said deed to Heraty; thence South 89°41'27" West, 20.00 feet to the True Point of Beginning.

Parcel 3

A permanent drainage easement for the purpose of laying down and constructing storm drainage facilities at any time in and upon said premises and to keep and maintain the same for the convenience of the Grantee in, under, along and across the southerly fifteen (15) feet of the parcel of land described in the deed to Philip F. Heraty, et al, recorded November 5, 1958, in Book 3258 at page 166 of Official Records of the County of Contra Costa.

END OF DOCUMENT

EXHIBIT 2

Return to:
Standard Oil Company of California
P.O. Box 2627, Airport Station
Oakland, California 94614
Attn: W. H. Bossard

OCT 22 1971 BOOK 6504 PAGE 503
00732 RECORDED AT REQUEST OF
WESTERN TITLE GUARANTY COMPANY
CONTRA COSTA COUNTY DIVISION
OCT 22 1971
AT 8 O'CLOCK A M.
CONTRA COSTA COUNTY RECORDS
FEE $3.60 W. T. PAASCH
COUNTY RECORDS

LEASE

C 366208

THIS INDENTURE, dated March 29, 1971, by and between MED ROBINSON and MARJORIE P. ROBINSON, his wife, as to an undivided one-half (1/2) interest, and PHILIP M. LEHRMAN and JANE A. LEHRMAN, his wife, as to an undivided one-half (1/2) interest, as Lessor, and STANDARD OIL COMPANY OF CALIFORNIA, a Delaware corporation, as Lessee,

W I T N E S S E T H:

That for the term and upon the terms and conditions set forth in that certain written Lease agreement, bearing even date herewith, from Lessor to Lessee, all of which terms and conditions are hereby made a part hereof, as fully and completely as if herein specifically set out in full, Lessor has leased, demised and let, and does hereby lease, demise and let, unto Lessee, the following described real property, situate, lying and being in the City of Pleasant Hill, County of Contra Costa, State of California, more particularly described as follows, to-wit:

That portion of the Rancho las Juntas, described as follows:

BEGINNING at a point on the easterly line of the land described in the Deed to Contra Costa County, recorded August 22, 1957, in Book 3032, Page 485 of Official Records, distant thereon North 3° 37' 46" East, 63.83 feet from the southerly line of the land described in the Deed to Philip F. Hersty and Others, recorded November 5, 1958 in Book 3258, Page 166 of Official Records; thence North 89° 41' 46" East, 104.31 feet to a line parallel with and distant westerly 50.00 feet from the centerline of Contra Costa Boulevard; thence North 0° 25' 20" West along said parallel line, 127.35 feet to the beginning of a tangent curve concave southwesterly having a radius of 20.00 feet; thence northerly, northwesterly and westerly along said curve through a central angle of 90° 24' 30" an arc distance of 31.56 feet to a line parallel with and distant southerly 30.00 feet from the centerline of Doris Drive; thence tangent to said curve South 89° 10' 10" West along said parallel line, 62.63 feet to the beginning of a tangent curve concave southeasterly having a radius of 20.00 feet thence westerly, southwesterly and southerly along said curve through a central angle of 90° 00' 00" an arc distance of 31.42 feet to said easterly line of the land described in said deed to Contra Costa County; thence tangent to said curve South 0° 49' 50" West along said easterly line 96.97 feet to an angle point therein; thence South 3° 37'

46" West, 34.66 feet to the Point of Beginning.

That said Lease provides that as of November 1, 1970, it cancels and terminates that certain Lease, dated June 15, 1950, now operative between the parties covering a portion of the above premises, which Lease was recorded on October 25, 1950, in Volume 1657, Page 53, of Official Records of Contra Costa County, California.

IN WITNESS WHEREOF, the parties hereto have executed this instrument.

Ned Robinson
NED ROBINSON, Lessor

Marjorie P. Robinson
MARJORIE P. ROBINSON, Lessor

Philip M. Lehrman
PHILIP M. LEHRMAN, Lessor

Jane A. Lehrman
JANE A. LEHRMAN, Lessor

STANDARD OIL COMPANY OF CALIFORNIA, Lessee

By C. T. Mills
Attorney in Fact

TO 447 C
(Individual)

STATE OF CALIFORNIA
COUNTY OF ALAMEDA } SS.

On May 10, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared Ned Robinson, Marjorie P. Robinson Philip M. Lehrman and Jane A. Lehrman, known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Bernice W. Geis
Bernice W. Geis
Name (Typed or Printed)

OFFICIAL SEAL
BERNICE W. GEIS
NOTARY PUBLIC - CALIFORNIA
COUNTY OF ALAMEDA
My Commission Expires September 21, 1974

(This area for official notarial seal)

STAPLE HERE

Standard Oil Company of California
P.O. Box 2627, Airport Station
Oakland, California 94614

Attn: W. H. Bossard

BOOK 6504 PAGE 506

OCT 22 1971

90733

RECORDED AT REQUEST OF
WESTERN TITLE GUARANTY COMPANY
CONTRA COSTA COUNTY DIVISION
OCT 22 1971
AT 1 O'CLOCK P. M.
CONTRA COSTA COUNTY RECORDS
FEE $3.60
W. T. PAASCH
COUNTY RECORDS

LEASE MODIFICATION AGREEMENT

THIS INDENTURE, dated July 29, 1971, by and between **NED ROBINSON** and **MARJORIE P. ROBINSON**, his wife, and **PHILIP M. LEHRMAN** and **JANE A. LEHRMAN**, his wife, as Lessor, and **STANDARD OIL COMPANY OF CALIFORNIA**, a Delaware corporation, as Lessee,

W I T N E S S E T H:

That upon the terms and conditions of that certain written Lease Modification Agreement of even date herewith, all of which terms and conditions are hereby made a part hereof as fully as if set forth in full, the parties have modified that certain Lease, now operative between them, dated March 29, 1971, covering certain real property in the City of Pleasant Hill, County of Contra Costa, State of California, more particularly described therein.

That said Lease Modification Agreement among other things modifies the financing provisions of said Lease.

IN WITNESS WHEREOF, the parties have executed this instrument.

STANDARD OIL COMPANY OF CALIFORNIA,
Lessee

By _____
Attorney in Fact

_____
NED ROBINSON, Lessor

_____
MARJORIE P. ROBINSON, Lessor

_____
PHILIP M. LEHRMAN, Lessor

_____
JANE A. LEHRMAN, Lessor

TO 447 C
(Individual)

BOOK 6504 PAGE 507 (TI)

STATE OF CALIFORNIA
COUNTY OF Contra Costa } SS.

On September 16, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared Ned Robinson, Marjorie P. Robinson, Philip M. Lehrman and Jane A. Lehrman

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Janice L. Trent

Janice L. Trent
Name (Typed or Printed)

OFFICIAL SEAL
JANICE L. TRENT
NOTARY PUBLIC - CALIFORNIA
COUNTY OF CONTRA COSTA
My Commission Expires April 6, 1975

(This area for official notarial seal)

STAPLE HERE

STATE OF CALIFORNIA, }
City and County of San Francisco. } ss.

BOOK 6504 PAGE 508

On September 23 1971 before me, EDMOND LEE KELLY, a notary public in and for said city and county and state, residing therein, duly commissioned and sworn, personally appeared J. J. FRICK, Attorney in Fact of Standard Oil Company of California, a Delaware corporation, known to me to be the person who executed the within instrument on behalf of the corporation therein named and he acknowledged to me that such corporation executed the same, and also known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of said corporation, and he acknowledged to me that he subscribed the name of said Standard Oil Company of California thereto as principal and his own name as Attorney in Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the city and county and state aforesaid the day and year in this certificate first above written.

EDMOND LEE KELLY
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires January 22, 1972

My Commission expires 1/22/72.

EDMOND LEE KELLY
NOTARY PUBLIC
in and for the City and County of
San Francisco, State of California

Residing at San Francisco, California

(Alaska, Ariz., Calif., Ida., Ore.)

END OF DOCUMENT

93738

OCT 25 1971

OCT 25 1971

6504 PAGE 508

BOOK 6504 PAGE 509

After recording, please return to
WELLS FARGO BANK, N.A.
464 California Street
San Francisco, CA 94120

Attention of ALLAN SPROUL, JR.
ASSISTANT VICE PRESIDENT

FOR RECORDER'S USE ONLY

90734
OCT 22 1971

RECORDED AT REQUEST OF
WESTERN TITLE GUARANTY COMPANY
CONTRA COSTA COUNTY DIVISION
OCT 22 1971
AT 1 O'CLOCK P M.
CONTRA COSTA COUNTY RECORDS
FEE $ 4.40
W. T. PAASCH
COUNTY RECORDS

DEED OF TRUST

With Assignment of Rents

C 36862

THE PARTIES TO THIS DEED OF TRUST, made this 29th day of September, 1971, are NED ROBINSON and MARJORIE P. ROBINSON, his wife; and PHILIP M. LEHRMAN and JANE A. LEHRMAN, his wife

hereinafter called "Trustor", whose address is 1100 Financial Center Building, Oakland, CA 94612
AMERICAN SECURITIES COMPANY, a corporation, hereinafter called "Trustee", and WELLS FARGO BANK, NATIONAL ASSOCIATION, a corporation, hereinafter called "Beneficiary".

GRANT IN TRUST

Trustor irrevocably grants and assigns to Trustee in trust, with power of sale and right of entry and possession, all of that certain real property located in the City of Pleasant Hill
County of Contra Costa, State of California, described as:

(See attached description)

together with all easements and other rights now or hereafter made appurtenant thereto and all improvements now or hereafter placed thereon and all other property now or hereafter in any manner attached or affixed to said land or improvements. (Said real property, improvements, appurtenances and other property being hereinafter called "subject property".) The foregoing grant is made to Trustee for the benefit of Beneficiary to hold for the purposes and upon the terms and conditions hereinafter set forth.

ASSIGNMENT OF RENTS

Trustor absolutely and irrevocably assigns to Beneficiary the rents, issues and profits of the subject property for the purposes and upon the terms and conditions hereinafter set forth. The foregoing assignment shall not impose upon Beneficiary any duty to cause the subject property to produce rents nor shall Beneficiary be deemed to be a "mortgagee in possession" by reason thereof for any purpose.

OBLIGATIONS SECURED

The foregoing grant and assignment are made for the purpose of securing:

1. Payment of an indebtedness in the amount of ~~**********~~ NINETY THREE THOUSAND EIGHT HUNDRED EIGHTY SEVEN AND 50/100 Dollars ($ 93,887.50), together with interest thereon payable to Beneficiary or its order and evidenced by one promissory note of even date herewith, and any extensions or renewals thereof (including, without limitation, extensions or renewals at a different rate of interest and/or evidenced by a new or additional promissory note);

2. Payment of such further sums as the then record owner of the subject property may hereafter borrow from Beneficiary, its successors or assigns when said borrowing is evidenced by a promissory note or notes reciting that it or they are so secured; and

3. Performance of each agreement of Trustor herein contained or incorporated herein by reference; and

4. **(Attach rider, if any additional obligation secured.)**

TO PROTECT THE SECURITY OF THIS DEED OF TRUST THE PARTIES AGREE AS FOLLOWS:

A. RIGHTS AND DUTIES OF THE PARTIES

1. **Title.** Trustor warrants that, except as otherwise disclosed to Beneficiary in writing, Trustor lawfully holds and possesses the subject property in fee simple without limitation on the right to encumber and Trustor agrees to protect, preserve and defend the subject property and title thereto.

2. **Taxes and Assessments.** Trustor shall pay, at least ten (10) days' prior to delinquency, all taxes, assessments, levies and charges imposed by any public authority or utility company which are or may become a lien affecting the subject property or any part thereof or interest therein, including, but without limitation, assessments on appurtenant water stock. At Beneficiary's option and upon its demand Trustor shall, until all indebtedness secured hereby have been paid in full, pay to Beneficiary each month an amount estimated by Beneficiary to be equal to the taxes, assessments, levies, charges and premiums for fire, other hazard and mortgage insurance next to become due, divided by, in each instance, the number of months to lapse preceding the month in which the same, respectively, will become due. All sums so paid shall not bear interest and shall, unless Trustor is otherwise in default hereunder, be released to Trustor for application to or shall be applied to payment of such taxes, assessments, levies, charges and insurance premiums; provided, however, that at the option of Beneficiary all or any part thereof may be applied to indebtedness secured hereby while Trustor is in default hereunder.

3. **Liens and Encumbrances.** Trustor shall pay at or prior to maturity, all liens and encumbrances which are or shall hereafter become or appear to be an encumbrance, whether senior or subordinate hereto, upon the subject property or any part thereof or interest therein, including, but without limiting the generality of the foregoing, any and all claims for work or labor performed, or materials or services supplied in connection with any work of demolition, alteration, improvement of or construction upon the subject property.

4. **Insurance.** Trustor shall insure the subject property against loss or damage by fire and such other risks, in such amounts and under the types of coverage as shall from time to time be required by Beneficiary. Trustor shall carry public liability and other insurance in such amounts as Beneficiary may require. The insurance shall be maintained in companies and in forms satisfactory to Beneficiary. Neither Beneficiary nor Trustee shall by reason of accepting, rejecting, approving or obtaining insurance incur any liability for the existence, non-existence, form or legal sufficiency thereof, or solvency of any insurer, for the payment of losses. Beneficiary shall be named as the primary loss payee under all such policies which shall also provide that they cannot be terminated as to Beneficiary except upon thirty (30) days' prior written notice. The original of all such policies shall be delivered to and held by Beneficiary, together with receipts satisfactory to Beneficiary, evidencing payment of the premiums therefor.

5. **Disposition of Insurance or Condemnation Proceeds.** Any and all awards for damages suffered or compensation paid by reason of a taking for public use of or an action in eminent domain affecting all or any part of the subject property, or any interest therein, or any proceeds of any insurance policies paid by reason of loss sustained to the subject property, or any part thereof, are hereby assigned to Beneficiary and may be applied by Beneficiary upon any indebtedness or obligation secured hereby and in such order as

Beneficiary may determine, at its option. Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided hereunder. All or any part of the entire amount so collected, however, may be released to Trustor upon such conditions as Beneficiary may impose for its disposition, if any. Application of all or any portion of said funds or the release thereof shall not cure or waive any default or notice of default hereunder or invalidate any acts done pursuant to such notice.

6. **Maintenance and Preservation of the Subject Property.** Trustor covenants: to keep the subject property and all personal property used in connection therewith in good condition and repair; not to remove or demolish any improvement thereon; to complete or restore promptly and in good and workmanlike manner any improvement which may be constructed, damaged, or destroyed thereon; to comply with all laws, ordinances, regulations, covenants, conditions, restrictions and requirements of insurance companies and the Pacific Fire Rating Bureau or any successor thereof, affecting the subject property and pertaining to acts committed or conditions existing thereon, including laws, regulations of governmental officers and departments, insurance companies and of Pacific Fire Rating Bureau requiring alteration or improvements and not to suffer any violation thereof; not to commit or permit waste thereof; and to do all other acts which from the character or use of the subject property may be reasonably necessary to maintian, preserve and enhance its value; to pay when due all installments owing others upon leases or conditional sales or like agreements with respect to any building, structures, improvements and fixtures now or hereafter at any time attached to or used in connection with the operation or occupation of the subject property (in event of default all right, title and interest of Trustor under any such leases, conditional sales or like agreements shall be automatically assigned to Beneficiary hereunder, together with any deposits made in connection therewith); not to create any deed of trust or encumbrances upon the subject property subsequent hereto, without specifically providing therein that the same is subject to this deed of trust for the full amount of the indebtednesses, including extensions, renewals and future advances, secured hereby, together with interest thereon, and subject to all of the terms and provisions hereof; to make no further assignment of rents of the subject propety, except specifically subject to the assignment of rents hereunder and the provisions hereof; to execute and, where appropriate, acknowledge and deliver such further instruments as Beneficiary or Trustee deems necessary or appropriate to preserve, continue, perfect and enjoy the security hereunder, including assignments of leases of the subject property.

7. **Conveyance of Fixtures.** Fixtures include without limitation, articles or property such as _____

_____

_____

_____

now or hereafter attached to or used in connection with the use, operation or occupation of the subject property are hereby declared to be part of the realty as between the parties and all persons claiming under them.

8. **Defense of Actions and Payment of Costs.** Trustor covenants to appear in and defend any action or proceeding purporting to affect the subject property, the security hereof or the rights or powers of Beneficiary or Trustee hereunder.

Trustor covenants to give Beneficiary prompt notice in writing of the filing of any such action or proceeding.

9. **Right of Inspection.** Beneficiary, its agent or employees, may enter upon the subject property at any reasonable time for the purpose of inspecting the same and ascertaining the compliance of Trustor with the terms hereof.

10. **Substitution of Trustees.** From time to time, by a writing signed and acknowledged by Beneficiary and recorded in the Office of the Recorder of the county in which the subject property is situated, Beneficiary may appoint another Trustee in place and stead of the Trustee herein named. Such writing shall refer to this deed of trust and set forth the date, book and page of its recordation. Upon recordation of such instrument of substitution the Trustee herein named shall be discharged and the new Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein. A writing recorded pursuant to the provisions of this paragraph shall be conclusive proof of the proper substitution of such new Trustee.

11. **Miscellaneous Powers of Trustee.** From time to time upon written request of Beneficiary and presentation of this deed of trust for endorsement, and without affecting the personal liability of any person for payment of the indebtedness or performance of the obligations secured hereby, Trustee may, without liability therefor and without notice: reconvey all or any part of the subject property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof. Trustee or Beneficiary may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trusts hereunder and the enforcement of the rights and remedies available hereunder and may obtain orders or decrees directing or confirming or approving acts in the execution of said trusts and the enforcement of said remedies. Trustee has no obligation to notify any party of any pending sale or any action or proceeding unless held or commenced and maintained by Trustee under this deed of trust. Trustee shall be entitled to reasonable compensation and reimbursement for services and expenses in the administration of the trusts created hereunder including reasonable attorneys' fees and Trustor will pay the same and the same are secured hereby. Trustor indemnifies Trustee and Beneficiary against all losses, claims, demands and liabilities which either may incur, suffer or sustain in the execution of the trusts crented hereunder or in the performance of any act required or permitted hereunder or by law and such indemnity is secured hereby.

12. **Collection of Rents, Issues and Profits.** Beneficiary confers upon Trustor the authority to collect and retain the rents, issues and profits of the subject property as they become due and payable subject, however, to the right of Beneficiary to revoke said authority at any time in its sole discretion and without notice to Trustor. Beneficiary may revoke said authority and collect and retain the rents, issues and profits of the subject property hereby assigned whether or not Trustor is in default hereunder or under any of the obligations secured hereby, and without taking possession of all or any part of the subject property. The right to collect rents and profits as herein provided shall not be deemed to grant to Beneficiary or Trustee the right to possession, except as expressly herein provided, or impose upon Beneficiary or Trustee the duty to produce rents or profits or maintain the subject property in whole or in part.

Any rents, issues and profits collected may be applied by Beneficiary, in its sole discretion, against the indebtedness secured hereby, any obligations of Trustor arising hereunder or any other obligation of Trustor to Beneficiary, whether existing on the date hereof or hereafter arising. Collection of any rents, issues and profits by Beneficiary shall not cure or waive any default or notice of default hereunder or invalidate any acts done pursuant to such notice.

13. **Reconveyance.** Upon written request of Beneficiary stating that all sums and obligations secured hereby have been discharged, or otherwise as requested by Beneficiary and Trustor, and upon surrender of this deed of trust and the note or instrument setting forth the obligation secured hereby to Trustee for cancellation, Trustee shall reconvey, without warranty, the subject property or that portion thereof then held hereunder. The recitals in any reconveyance executed hereunder of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". When the subject property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all of the rents, issues and profits of the subject property to the person or persons legally entitled thereto unless such reconveyance expressly provides to the contrary.

14. **Acceleration Upon Sale or Encumbrance.** In the event of a sale, transfer, assignment, hypothecation or encumbrance, whether voluntary or involuntary, of all or any part of the subject property or any interest therein, or the attachment of any lien thereon, then, and in any such event, Beneficiary may, by written notice to Trustor, declare all obligations hereby secured to be immediately due and payable notwithstanding any provision to the contrary contained herein or in the note or other instruments in which the obligations hereby secured are set forth. Trustor shall notify Beneficiary promptly of any transaction or event which may give rise to a right of acceleration hereunder.

B. DEFAULT PROVISIONS

1. **Rights and Remedies.** At any time after default in the payment or performance of any obligations secured or imposed hereby, Beneficiary and Trustee shall have all of the following rights and remedies:

(a) With or without notice to declare all obligations secured hereby immediately due and payable;

(b) With or iwthout notice and without releasing Trustor from any obligation hereunder, to cure any default of Trustor and in connection therewith to enter upon the subject property and to do such acts and things as Beneficiary or Trustee deem necessary or desirable to protect the security hereof including: to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee hereunder; to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of either Beneficiary or Trustee, is prior or superior hereto, the judgment of Beneficiary or Trustee being conclusive as between the parties hereto; to pay any premiums or charges with respect to insurance required to be carried hereunder; and to employ counsel, accountants, contractors and other appropriate persons to assist them;

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or for specific enforcement of the covenants of Trustor hereunder and Trustor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy;

(d) To enter upon, possess, mange and operate the subject property or any part thereof; to make, terminate, enforce or modify leases of the subject property upon such terms and conditions as Beneficiary deems proper; to make repairs, alterations and improvements to the subject property, for the purpose of protecting or enhancing the security hereof, and Trustor agrees to pay all expenses of action taken under this subparagraph with interest thereon from the date of expenditure at the legal rate and that payment thereof shall be secured hereby.

All sums realized by Beneficiary under this subparagraph, less all costs and expenses incurred by it under this subparagraph, including reasonable attorneys' fees, and less such sum as Beneficiary deems appropriate as a reserve to meet future expenses under the subparagraph, shall be applied on any indebtedness secured hereby in such order as Beneficiary shall determine. Neither application of said sums to said indebtedness nor any other action taken by Beneficiary under this subparagraph shall cure or waive any default or notice of default hereunder or nullify the effect of any such notice of default. Any action taken under this subparagraph may be taken by Beneficiary or Trustee or any employee or agent of Beneficiary or Trustee with or without bringing any action or proceedings, or may be taken by a receiver appointed by a court, and any such action may be taken without regard to the adequacy of the security for the indebtedness secured hereunder and whether or not the indebtedness secured hereby has been declared immediately due and payable and whether or not notice of default has been filed;

(e) To execute a written notice of such default and of its election to cause the subject property to be sold to satisfy the obligations secured hereby. Such notice shall be given and recorded as then required by law as a condition upon the conduct of a Trustee's sale. When the minimum period of time required by law after such notice has elapsed, Trustee, without demand on Trustor, shall sell the subject property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it or Beneficiary may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the subject property by public announcement at such time

and place of sale, and from time to time thereafter may postpone such sale by public announcement at such time fixed by the preceding postponement. Trustee shall deliver to the purchaser at such sale its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, and of this trust, including cost of evidence of title and reasonalbe attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums so expended under the terms hereof not then repaid, with accrued interest at the rate of seven percent (7%) per annum; the payment of all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto; and

(f) To resort to and realize upon the security hereunder and any other security now or hereafter held by Beneficiary in such order and manner as Trustee and Beneficiary or either of them may, in their sole discretion, determine; resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both.

2. **Payment of Expenses.** Trustor will pay immediately and without demand all expenses, including expenses for services of counsel, accountants, real estate brokers and other persons and for contractors for labor and materials, incurred or paid by Beneficiary or Trustee in the exercise of any right, power or remedy for which provision is made hereunder or by law, with interest thereon at seven percent (7%) per annum from the date of expenditure thereof by Beneficiary or Trustee until paid, and the same shall be secured hereby.

3. **Remedies Cumulative.** All rights and remedies of Beneficiary and Trustee hereunder are cumulative and in addition to all rights and remedies provided by law.

4. **Releases, Extensions, Modifications and Additional Security.** Without affecting the liability of any person for payment of any indebtedness secured hereby, or the lien or priority of this deed of trust upon the subject property, Beneficiary may, from time to time, with or without notice, (a) relase any person's liability for the payment of an indebtedness secured hereby; (b) make any agreement extending the maturity or otherwise altering the terms of the payment of any indebtedness secured hereby; and (c) accept additional security or release any property securing the indebtedness secured hereby.

C. MISCELLANEOUS PROVISIONS

1. **Non-waiver.** By accepting payment of any sum secured hereby after its due date, or late performance of any obligation secured hereby, Beneficiary will not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make such prompt payment. No exercise of any right or remedy by Beneficiary or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law.

2. **Successors in Interest.** The terms, covenants and conditions herein contained shall be binding upon inure to the benefit of the heirs, successors and assigns of the parties hereto.

3. **Statements of Condition.** From time to time as required by law, Beneficiary shall furnish to Trustor such statements as may be required concerning the condition of the obligations secured hereby. Trustor covenants and agrees to pay upon demand for such statements the maximum amount allowed by law.

4. **Acceptance of Trust, Notice of Indemnification.** Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless such action is brought by Trustee. Trustee shall not be obligated to perform any act required of it hereunder unless the performance of such act is requested in writing and Trustee is reasonably indemnified against loss, cost, liability and expense.

5. **Obligations of Trustor, Joint and Several.** If more than one person has executed this deed of trust as "Trustor," the obligations of all such persons hereunder shall be joint and several.

6. **Recourse to Separate Property.** Any married woman who executed this Deed of Trust as a Trustor agrees that any money judgment which Beneficiary or Trustee obtains pursuant to the terms hereof or their rights hereunder may be collected by way of execution upon her separate property, and any community property of which she is manager.

7. **Execution of Documents.** Trustor agrees, upon demand by Beneficiary or Trustee, to execute any and all documents and instruments required to effectuate the provisions hereof.

8. **Beneficiary Defined.** The word "Beneficiary" hereunder means the beneficiary named herein or any future owner or holder, including pledgee, of the note secured hereby.

9. **Rules of Construction.** When the identity of the parties hereto or other circumstances make it appropriate the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. Specifc enumeration of rights, powers and remedies of Trustee and Beneficiary and of acts which they may do and of acts to be done and not to be done by Trustor is not to be deemed to exclude or limit the general.

IN WITNESS WHEREOF, Trustor has executed this deed of trust on the day and year set forth above. (Any Trustor whose address is set forth below hereby requests that a copy of notice of default and notice of sale be mailed to him at that address. Failure to insert an address shall constitute a waiver of the right to receive a copy of a notice of default.)

(Addresses)

1100
~~1215~~ Financial Center Bldg., Oakland, CA 94612 — Ned Robinson

1100
~~1215~~ Financial Center Bldg., Oakland, CA 94612 — Marjorie P. Robinson

1100
~~1215~~ Financial Center Bldg., Oakland, CA 94612 — Philip M. Lehrman

1100
~~1215~~ Financial Center Bldg., Oakland, CA 94612 — Jane A. Lehrman

STATE OF CALIFORNIA
County of } ss.

On this 7th day of October, 19 71
before me,
a Notary Public in and for said County of Alameda residing therein, duly
commissioned and sworn, personally appeared Ned Robinson, Marjorie P. Robinson, Philip M. Lehrman and Jane A. Lehrman
known to me to be the person s whose name s subscribed to the within and foregoing instrument
and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

OFFICIAL SEAL
BERNICE W. GEIS
NOTARY PUBLIC - CALIFORNIA
COUNTY OF ALAMEDA
My Commission Expires September 21, 1973

Notary Public in and for said Alameda County of

STATE OF CALIFORNIA
County of } ss.

On this day of , 19 ,
before me,
a Notary Public in and for said County of residing therein, duly
commissioned and sworn, personally appeared
and

personally known to me to be the President and
Secretary, respectively, of
the Corporation described in and that executed the within and foregoing instrument, and also known to me to be the persons who executed said instrument on behalf of said Corporation, and they acknowledged to me that such Corporation executed the foregoing instrument pursuant to its By-Laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public in and for said County of State of California.

BOOK 6504 PAGE 511

Portion of the Rancho Las Juntas, described as follows:

BOOK 6504 PAGE 512

Beginning at a point on the easterly line of the land described in the deed to Contra Costa County, recorded August 22, 1957, Book 3032, page 485, Official Records, distant thereon north 3° 37' 46" east, 63.83 feet from the southerly line of the land described in the deed to Philip F. Heraty et al, recorded November 5, 1958 in Book 3258 page 166, Official Records; thence north 89° 41' 46" east, 104.31 feet to a line parallel with and distant westerly 50.00 feet from the center line of Contra Costa Boulevard; thence north 0° 25' 20" west along said parallel line, 127.35 feet to the beginning of a tangent curve concave southwesterly having a radius of 20.00 feet; thence northerly, northwesterly and westerly along said curve through a central angle of 90° 24' 30" an arc distance of 31.56 feet to a line parallel with and distant southerly 30.00 feet from the center line of Doris Drive; thence tangent to said curve south 89° 10' 10" west along said parallel line, 62.63 feet to the beginning of a tangent curve concave southwesterly having a radius of 20.00 feet; thence westerly, southwesterly and southerly along said curve through a central angle of 90° 00' 00" an arc distance of 31.42 feet to said easterly line of the land described in said deed to Contra Costa County; thence tangent to said curve south 0° 49' 50" west along said easterly line 96.97 feet to an angle point therein; thence south 3° 37' 46" west, 34.66 feet to the point of beginning.

As further security for the indebtedness secured hereby, Trustor hereby assigns to Beneficiary during the continuance of these trusts the guaranteed rental accruing under the hereinafter described Lease, a memorandum of which was filed for record October 22, 1971, as Instrument No. 90732, in the Office of the County Recorder of Contra Costa County, California, and to which Lease this Deed of Trust is subject, which Assignment is immediately effective. Failure of Beneficiary at any time or from time to time to enforce this Assignment shall not in any manner prevent its subsequent enforcement said Beneficiary not being obligated to collect anything hereunder but being accountable only for sums actually collected.

The following is a brief description of the Lease affecting said property:

Date of Lease: March 29, 1971 Lessee: Standard Oil Company of California

Lease Modified July 29, 1971, memorandum of which was recorded October 22 1971, under Recorder's Serial No. 90733, Contra Costa County Records.

Description of Property: The property in Contra Costa County, California hereinabove described.

END OF DOCUMENT

EXHIBIT 3

CLEANERS LEASE

LEASE AGREEMENT

1. Parties.

This lease is entered into between NED ROBINSON, MARJORIE P. ROBINSON, PHILIP M. LEHRMAN and JANE A. LEHRMAN, as "Lessors" and MORRIS E. JORGENSON and GENOISE M. JORGENSON, as "Lessees".

2. Premises.

Lessors leases to Lessees and Lessees hire from Lessors, the following described premises, together with appurtenances, situated in the City of Pleasant Hill, County of Contra Costa, State of California.

3. Rental.

(a) Lessees shall pay to Lessors without deduction, set-off, prior notice or demand, as rental, the sum of Eleven Hundred and No/100 Dollars ($1,100.00) per month in advance on the fifteenth day of each month in lawful money of the United States of America, commencing on the first day of September, 1981, and continuing throughtout the balance of the term subject, however, to increases or decreased hereinafter provided. Rent shall be paid to Lessors at 180 Grand Avenue, Suite 1400, Oakland, California 94612, or at such other place or places as Lessors may from time to time direct.

(b) The purchasing power of the United States dollar as of the date of commencement of the extended term hereinafter called the "base figure" shall be taken to be the "all items" index figure (1967=100) for the San Francisco area of the "Consumer Price Index" published by the Bureau of Labor Statistics of the United States Department of Labor for the period ending June 30, 1981. In the event that said "all items" index figure for any lease year during the term but subsequent to

the lease year 1981 shall be greater or less than the base figure by an amount equal or exceeding five percent (5%) the monthly rent payable under this extention of lease shall be increased or decreased by the nearest whole percentage of the increase above or decrease below said base figure. Said modified rental shall commence with the payment beginning on September first following the termination of the lease year upon which such increase or decrease is based.

4. Term.

The term of this lease shall be for a period of five (5) years commencing on the first day of September 1981 and ending on the 31st day of August 1986.

5. Use.

Lessees shall use the premises for a dry cleaning establishment and for no other purpose without the prior written consent of Lessors, which consent shall not be unreasonably withheld.

Lessees business shall be established and conducted throughout the term hereof in a first class manner. Lessees shall not use the premises for, or carry on or permit to be carried on any offensive, noisy or dangerous trade, business, manufacture or occupation nor permit any auction sale to be held or conducted on or about the premises. Lessees shall not do or suffer anything to be done upon the premises which will cause structural injury to the premises or the building of which the same form a part. Lessees shall not leave the premises unoccupied or vacant during the term. No musical instrument of any sort, or any noise making device will be operated or allowed upon the premises for the purpose of attracting trade or otherwise. Lessees shall not use or permit the use of the premises or any part thereof for any purpose which will increase the existing rate of insurance upon the building in which the

premises are located, or cause a cancellation of any insurance policy covering the building or any part thereof. If any act on the part of Lessees or use of the premises by Lessees shall cause, directly or indirectly, any increase of Lessors' insurance expense, said additional expense shall be paid by Lessees to Lessors upon demand. No such payment by Lessees shall limit Lessors in the exercise of any other rights or remedies, or constitute a waiver of Lessors' right to require Lessees to discontinue such act or use.

6. Utilities.

Lessees shall pay for all water, sewage, fuel, gas, oil, heat, electricity, power, telephone, janitorial, landscaping and all other materials and services which may be furnished to or used in or about said premises during the term of this lease.

7. Taxes.

Lessees shall pay when due all taxes levied against real and personal property and trade fixtures on or about the premises, including, but without prejudice to the generality of the foregoing, shelves, counters, vaults, vault doors, wall safes, partitions, fixtures, machinery, printing presses, plant equipment and atmospheric coolers, and if any such taxes on Lessees' personal property or trade fixtures are levied against Lessors or Lessors' property, and if Lessors pay the same, which Lessors shall have the right to do regardless of the validity of such levy, or if the assessed value of Lessors premises is increased by the inclusion therein of a value placed on such property of Lessees and if Lessors pay the taxes based on such increased assessment, which Lessors shall have the right to do, regardless of the validity thereof, Lessees, upon demand, as the case may be, shall repay to Lessors the taxes so levied against Lessors, of the proportion of such taxes resulting from such increase in the assessment.

8. Condition of Premises.

Lessees accept the premises as they are now and acknowledges that the premises are clean and orderly and in good condition and repair. Lessees shall, at Lessees sole cost and expense, maintain, repair and keep the interior and exterior of the premises and each and every part thereof and all appurtenances (including without limitation, sidewalks fronting thereon, wiring, plumbing, sewage system, heating and air cooling installations, all glazing in or bordering the premises and any store front), excluding only the roof, exterior walls, foundations and other structural portions of the premises, in good condition and repair during the term of this lease, damage thereto by fire, earthquake, act of God or the elements alone excepted. In the event Lessees should fail to make the repairs required of Lessees forthwith upon notice by Lessors, Lessors, in addition to all other remedies available hereunder or by law, and without waiving any alternative remedies, may make the same and Lessees agree to repay Lessors the cost as part of the rental payable as such on the next day upon which rent become due. Lessees waive all rights to make repairs at the expense of Lessors as provided for in any statute or law in effect at the time of execution of this lease or any amendment thereof or any other statute or law which may be hereafter enacted during the term of this lease and agrees upon the expiration of the term of this lease or sooner termination to surrender the premises in the same condition as received, ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone excepted. Lessors, after written notice of the necessity therefor, and should the same not be caused by Lessees or by reason of Lessees occupancy, shall make necessary repairs to the roof, exterior walls (excluding painting thereof and repair of glazing), foundations and other

structural portions of the premises, within a reasonable time. During the term of this lease Lessees, at their own cost and expense, shall make all repairs and replacements of whatever kind or nature, either to the exterior or to the interior of said premises rendered necessary by reason of any act or omission of Lessees or its agents, servants or employees.

9. Compliance with Laws.

Lessees shall not commit or permit to be committed any waste upon the premises, and shall not commit or permit to be committed any public or private nuisance, or any other act or thing prohibited by law or which may disturb the quiet enjoyment of any tenant or lessee in the building in which the premises are located. Lessees, at Lessees sole cost and expense, shall comply with all laws, ordinances, orders and regulations or all governmental authorities with respect to the use of the premises. The judgment of any court of competent jurisdiction or the admission of Lessees in any action or proceeding against Lessees, whether Lessors be a party thereto or not, that Lessees have violated any such law, ordinances, requirement or order in the use of the premises, shall be conclusive of that fact as between Lessors and Lessees.

10. Alterations.

Lessees shall not make or permit to be made any alterations of, changes in or additions to the premises without the prior written consent of Lessors. No work shall be commenced until Lessors shall have posted proper notices of nonresponsibility. All alterations, additions and improvements, including fixtures, made, to or on the premises, except unattached moveable business fixtures, shall be made at the sole cost and expense of Lessees and, upon completion, shall be the property of Lessors and shall become part of the premises and be surrendered to Lessors.

11. Liens.

Lessees shall keep the premises and building of which the premises are a part free and clear of any liens and shall indemnify, hold harmless and defend Lessor from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Lessees. In the event any lien is filed, Lessees shall do all acts necessary to discharge any lien within ten (10) days of filing, or if Lessees desire to contest any lien, then Lessees shall deposit with Lessors such security as Lessors shall demand to insure the payment of the lien claim. In the event Lessees shall fail to pay any lien claim when due or shall fail to deposit the security with Lessors, the Lessors shall have the right to expend all sums necessary to discharge the lien claim, and Lessees shall pay as additional rental, when the next rental payment is due, all sums expended by Lessors in discharging any lien, including attorneys' fees and costs.

12. Entry.

Lessors and Lessors agents may enter upon the premises at all reasonable times to inspect the same, to show to a prospective purchaser or lessee, or to make any changes or alterations or repairs, including the erection and maintenance of scaffolding, canopies and other structures as may be needed, which Lessors shall deem necessary for the protection, improvement or preservation of the premises or the building in which the premises are a part, or to make changes in the plumbing, wiring, meters or other equipment, fixtures or appurtenances of the building, or to post any notice provided for by law, or otherwise to protect any and all rights of Lessors without any liability to Lessees for damages or any abatement of rental Nothing herein contained shall be construed to obligate Lessors

to make any changes, alterations or repairs. Lessees further agree that at any time after (60) days prior to the termination of this lease, Lessors may place thereon any usual or ordinary "To Let" or "To Lease" signs.

13. Assignment and Subletting.

(a) Lessees shall not assign or encumber this lease or any right or interest herein and Lessees shall not sublet the premises in whole or in part or permit any other person (the agents and servents of Lessees excepted) to occupy or use the premises, or any portion thereof, without the prior written consent of Lessors which such consent shall not unreasonably be withheld. Any such assignment, mortgage or subletting without such consent shall be void and shall, at the option of Lessors, be deemed a breach of this lease. No consent to any assignment or mortgage of this lease or any subletting of said premises, shall constitute a waiver or discharge of the provisions of this paragraph except as to the specific instance ocvered thereby.

(b) This lease and any interest herein shall not be assignable or transferable by operation of law, and in the event any proceeding under the Bankruptcy Act, or any amendment thereto, be commenced by or against Lessees (or should there be more than one, then any Lessees) or in the event Lessees (or should there be more than one, then any Lessees) be adjudged insolvent, or make an assignment for the benefit of creditors, or if a writ of attachment or execution be levied on the leashold estate created hereby and be not released or satisfied within ten (10) days thereafter, or if a receiver be appointed in any proceeding or action to which Lessees are a party, with authority to take possession or control of the premises or the business conducted therein by Lessees, this lease at the option of Lessors shall terminate immediately and shall not be treated as an asset of Lessees after the exercise of the option.

Lessors shall have the right, after the exercise of said option, forthwith to reenter and to repossess the premises.

14. Indemnification.

Lessees shall hold harmless,indemnify and defend Lessors from all liability, penalties, losses, damages, costs, expenses, causes of action, claims and/or judgments arising by reason of any injury or death to any person or persons, or damage to the property of any person or persons, including without limitation, Lessees and Lessees servants, agents and employees, from any cause or causes whatsoever, including leakage, while in, upon or in any way connected with the premises, the building in which the premises are located, or its appurtenances, or the sidewalks adjacent thereto, during the term of this lease or any occupancy hereunder.

Lessees, as a material part of the consideration to be rendered to Lessors, hereby waives all claims against Lessors for damages to goods, wares and merchandise in, upon or about said premises and for injuries to Lessees, his agents, or third persons in or about said premises from any cause arising at any time, including, without limiting the generality of the foregoing, damages arising from acts or omissions of other tenants of the building of which the premises are a part and from the failure of either party to make repairs.

15. Insurance.

Lessees shall take out and maintain during the term of this lease, at Lessees expense, public liability and plate glass insurance in companies acceptable to Lessors to protect against any liability to the public, whether to persons or property, incident to the use of or resulting from an accident occurring in or about said premises, the sidewalks adjacent thereto and such other areas which Lessees, its officers, servants, agents, employees, contractors and invitees

shall have the right to use under the terms hereof during the term of this lease or any occupancy hereunder, in the amount of $500,000.00 to indemnify against the claim of one person and $1,000,000.00 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount of not less than $100,000.00 per occurrence, naming Lessors as an additional named insured.

16. Waiver of Subrogation.

Lessors hereby releases Lessees, and Lessees hereby releases Lessors, and their respective officers, agents, employees and servants, from any and all claims or demands for damages, loss, expense or injury to the premises, or to the furnishings and fixtures and equipment, or inventory or other property of either Lessors or Lessees in, about or upon the premises, as the case may be, which is caused by or results from perils, events or happenings which are the subject of insurance carried by the respective parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby or the expense of such insurance is not thereby increased.

17. Default.

If Lessees shall fail to pay any part of the rent provided for herein or any other sum required to be paid by Lessees at the times or in the manner required, or if Lessees should abandon, vacate or surrender the premises or be dispossessed by any process of law, or if default shall occur in any of the other terms, covenants and conditions contained in this lease, Lessors, in addition to all other rights or remedies provided by law, shall have the right to reenter the premises immediately and to remove

all persons and property located therein, and to store said property in a public warehouse or elsewhere at the cost of and for the account of Lessees. Upon any such reentry, Lessors shall have the right to make any reasonable repairs, alterations or modification to the premises, which Lessors in its sole discretion deems reasonable and necessary. After any such entry, Lessors shall have the option to terminate this lease or without terminating this lease relet the premises at such rent and upon such conditions and for such a term, whether less than or greater than the unexpired portion of the term of this lease, as Lessors deem reasonable and necessary. Lessees shall pay to Lessors as soon as determined the reasonable costs and expenses incurred by Lessors in such reletting, including reasonable brokerage and legal fees and the reasonable costs and expenses incurred by Lessors in making repairs, alterations or modifications to the premises. All sums received by Lessors from such reletting shall be applied first to the payment of all costs incurred in said reletting, including but not limited to reasonable brokerage and legal fees, second, to the payment of the cost of any repairs, alterations or modifications to the premises, third, to the payment of any indebtedness of Lessees arising out of this lease other than rent due and owing, fourth, to the payment of any rent due and unpaid hereunder, and the balance, if any, shall be held by Lessors and applied in payment of future rent if such future rent may become due and payable. Should the amounts applied on rent during any month be less than the rent agreed to be paid during said month by Lessees, then Lessees shall pay the amount of such deficiency to Lessors. This deficiency shall be calculated and paid monthly. No such reentry or taking possession of the premises by Lessors shall be construed as an election on Lessors part to terminate this

lease, unless a written notice of Lessors intention to terminate this lease be delivered to Lessees. Notwithstanding any such reletting without termination, Lessors may at any time thereafter during the term of this lease elect to terminate this lease by virtue of such previous default by Lessees. In addition to any other remedy Lessors may have, whether any reletting has occurred or not, Lessors may elect to terminate this lease and recover from Lessees any damages incurred by reason of such default, including the costs of recovering the premises, a reasonable attorneys' fee and the then excess, if any, of the rent due pursuant to the provisions of this lease for the remainder of the term hereof over the then reasonable value of the premises for the balance of the stated term, which amount shall become immediately due and payable by Lessees to Lessors. In case of default, Lessors may recover the worth of the amount by which the unpaid rent for the balance of the term exceeds the amount of rental loss that could be reasonably avoided.

18. Costs of Suit.

Lessees agree that if Lessors are involuntarily made a party defendant to any litigation concerning this lease or the demised premises or premises of which the demised premises are a part by reason of any act or omission of Lessees and not because of any act or omission of Lessors, then Lessees shall hold harmless the Lessors from all liability by reason thereof, including reasonable attorneys' fees incurred by Lessors in such litigation and all taxable court costs. If legal action shall be brought by either of the parties hereto for the unlawful detainer of the premises, for the recovery of any rent due under the provisions of this lease, or because of the breach of any term, covenant or provision hereof, the party prevailing in said action (Lessors or Lessees as the case

may be) shall be entitled to recover from the party not prevailing costs of suit and a reasonable attorneys' fee which shall be fixed by the Judge of the Court.

19. Destruction; Renewal.

In the event of damage or destruction of the premises during the term of this lease from fire, earthquake, act of God or the elements, Lessors shall forthwith repair the same, provided such repairs can be made within sixty (60) days under the laws and regulations of State, Federal, County or Municipal authorities, but such destruction shall in no way annul or void this lease, except that Lessees shall be entitled to a proportionate deduction of the monthly rental while such repairs are being made, such proportionate deduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Lessees in said premises. If such repairs cannot be made in sixty (60) days, Lessors may, at its option, make same within a reasonable time, in which event, this lease shall continue in full force and effect and the monthly rental shall be proportionately abated as aforesaid in this paragraph provided. In the event that Lessors do not so elect to make such repairs which cannot be made in sixty (60) days, or such repairs cannot be made under the laws and regulations, this lease may be terminated at the option of either party.

In respect to any damage or destruction which Lessors are obligated to repair or may elect to repair under the terms of this paragraph, the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California are waived by Lessees. In the event that the building in which the premises may be situated be damaged or destroyed to the extent of not less than 33-1/3% of the replacement cost thereof, Lessors may

elect to terminate this lease,whether the premises be injured or not.

20. Condemnation.

If any part of the premises or of the building of which the same are a part (even though no part of the premises be taken) be condemned for a public or quasi-public use by right of eminent domain, with or without litigation, or transferred by agreement in connection with such public or quasi-public use, this lease, as to the part so taken, shall terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that Lessees shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining after condemnation bears to the value of the entire premises at the date of condemnation; but in either such event Lessors shall have the option to terminate this lease as of the date when title to the part so condemned vests in the condemnor.

All compensation awarded upon such condemnation or taking shall belong and be paid to Lessors and Lessees shall have no claim thereto, and Lessees hereby irrevocably assigns and transfers to Lessors any right to compensation or damages to which Lessees may become entitled during the term hereof by reason of the condemnation of all or a part of the premises.

21. Arbitration.

Any question, dispute, or controversy arising under the provisions of this lease, at the option of Lessors, shall be determined by arbitration. Such arbitration shall be conducted pursuant to the provisions of the laws of the State of California then in force, with the rules of procedure to be those of the American Arbitration Association or its successor insofar as said rules of procedure do not

conflict with the laws of the State of California then in force. Any award entered as a result of arbitration shall be entered as a judgment, with the costs of arbitration to be paid as ordered by the arbitrator.

22. Holding Over.

Any holding over after the expiration of the term of this lease by Lessees shall be deemed to be a tenancy from month to month and except for the term thereof shall be on the same terms and conditions specified herein, so far as are applicable.

23. Sale of Premises.

In the event of a sale or conveyance by Lessors or Lessors interest in the premises or the building containing the premises, Lessors shall be released from any future liability under this lease, with the successor in interest to Lessors to be solely liable to Lessees.

24. Subordination and Estoppel Certificate.

This lease is and shall be subordinate to any mortgage, deed of trust or other instrument of security which have been or shall be placed on the land and building or land or building of which the premises for a part, and such subordination is hereby made effective without any further act by Lessees. Lessees agree that at any time or from time to time, upon request by Lessors to execute and deliver any instruments, releases or other documents that may be required in connection with subjecting and subordinating this lease to the lien of said mortgage, deed of trust or other instrument of security. Lessees hereby appoints Lessors as Lessees attorney-in-fact, irrevocably, to execute and deliver any such instruments. Lessees shall execute, acknowledge and deliver to Lessors, at any time within ten (10) days after request by Lessors, a statement in writing certifying, if

such be the case, that this lease is unmodified and in full force and effect (or if there have been modifications, that this lease is in full force and effect as modified), the date of commencement of the lease, the date on which the rent has been paid, and such other information as Lessors shall reasonably request. Such statement by Lessees shall be used by Lessors for delivery to and reliance upon by prospective purchasers and lenders whose security consists of liens upon the building and the real property of which the premises are a part.

25. Signs.

Lessees reserve the right to the use of the exterior walls and the roof of the premises and of the building of which the premises are a part.

26. Notice.

All notices or demands of any kind required or desired to be given by Lessors or Lessees hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, postage prepaid, addressed to Lessees at the address of the premises, whether or not Lessees have departed therefrom, abandoned or vacated the premises, and as to Lessors, at the address designated after the name of Lessors at the end of this lease, or such other address as shall be designated by either party in compliance with the provisions of this paragraph.

27. Waiver.

No covenant, term or condition or breach thereof shall be deemed waived, except by written consent of Lessors, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term

or condition. Acceptance of all or any portion of rent at any time shall not be deemed to be a waiver of any covenant, term or condition except as to the rent payment accepted.

28. Miscellaneous.

All the agreements herein contained upon the part of Lessees, whether technically covenants or conditions, shall be deemed conditions for the purpose hereto, conferring upon Lessors, in the event of breach of any of said agreements, the right to terminate this lease.

The captions of the paragraphs contained in this lease are for convenience only and shall not be deemed in resolving any question of interpretation or construction of any paragraph of this lease to be relevant. All of the terms, covenants and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors and administrators, successors and assigns, except that nothing in this provision shall be deemed to permit any assignment, subletting or use of the premises other than as provided for herein, This lease shall be governed and interpreted solely by the laws of the State of California then in force. Each number, singular or plural, as used in this lease shall include all numbers, and each gender shall be deemed to include all genders. Time is of the essence of this lease and each and every provision hereof, except as to the the conditions relating to the delivery of possession of the premises to Lessees. All the terms, covenants and conditions contained in this lease to be performed by Lessees, if Lessees shall consist or more than one person or organization, shall be deemed to be joint and several, and all rights

and remedies granted to Lessors be given to Lessors by law shall be cumulative and nonexclusive of any other remedy.

DATED: _____.

Morris E. Jorgenson

Ned Robinson

Genoise M. Jorgenson

Marjorie P. Robinson

LESSEES

Philip M. Lehrman

Jane A. Lehrman

LESSORS

EXHIBIT 4

December 20, 2013 Regional Board letter

CALIFORNIA
Water Boards

EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIQUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

San Francisco Bay Regional Water Quality Control Board

December 20, 2013
File No. 07-0437; 07S0204 (KEB)

Chevron U.S.A. Inc. (Chevron)
c/o Chevron Environmental Management Company
Attn.: Brian A. Waite; BWaite@chevron.com
6101 Bollinger Canyon Road
San Ramon, CA 94583-5186

SUBJECT: **Requirement to Submit a Technical Report -** Chevron Service Station #9-2050 and Former Dry Cleaner, 1705 Contra Costa Boulevard, APN 150-103-016, Pleasant Hill, Contra Costa County

Dear Mr. Waite:

This letter requires Chevron to submit environmental data for the subject property, including any soil, soil vapor, and groundwater data; including all forensic-related laboratory data and analysis that has not been submitted to the Regional Water Board. We also require the submittal of information related to the 1971-1972 and 1986-1988 site reconstruction activities.

Forensic Sampling and Analysis
In December 2011, during a soil, soil vapor, and groundwater investigation conducted by Conestoga-Rovers & Associates (CRA), ARCADIS U.S., Inc. (ARCADIS), collected groundwater samples from multiple off-site cone penetration test (CPT) borings and off-site monitoring wells for laboratory forensic analysis. On December 13, 2011, the Regional Water Board made a site visit during the sampling activities and observed the collection of "split" groundwater samples from several CPT borings by both CRA and ARCADIS. On December 13, 2011, we also observed the sampling of on-site soil vapor probe VP-1 by CRA. Based on field conversations with the two environmental consultants, the Regional Water Board understood that "split" soil vapor samples were going to be collected for forensic analysis. We have not received any data from the ARCADIS "split" sample.

Although six CPT borings (CPT-11 through CPT-16) were advanced on 1705 Contra Costa Boulevard by CRA in December 2011, and groundwater samples were collected for standard laboratory analysis, we do not know if additional groundwater samples were collected from these borings for forensic analysis.

Post-1970 Construction Activities at 1705 Contra Costa Boulevard
Major renovations of the property took place in 1971-1972 and again in 1986-1988. These activities included several tank removal and replacement projects (including new tank pit

location), replacement of associated piping, and building demolition (including an auto repair facility). A first-generation steel waste oil UST was also installed near the southeast corner of the new service station building.

Chevron reportedly completed the purchase of 1705 Contra Costa Boulevard and 1709 Contra Costa Boulevard in late 1986. In late 1987, Chevron applied for permits to demolish the automotive repair building, remove the fiberglass waste oil UST and associated piping, and construct a new mini-market and a car wash. Based on a review of building permits and aerial photographs, the dry cleaner was still present in 1987, after Chevron purchased the two parcels (which means it was likely demolished as part of the station upgrade project). The location of the former dry cleaning equipment is unknown to the Regional Water Board.

There has been a confirmed release of chlorinated solvents, including perchloroethylene (PCE), to soil and groundwater at this site. Evidence points to a release from a former waste oil UST(s), associated with a former on-site automotive service station, as a source of the PCE contamination. However, dry cleaners also used PCE in their cleaning activities. We do not have any specific information to confirm PCE use at the former dry cleaner. We also do not know the fate of the dry cleaning equipment directly before or after Chevron's purchase of the property. Therefore, historic information about the previous dry cleaning operations is necessary to better identify the source(s) of the PCE release (i.e., leaking machinery, leaking sanitary sewer lateral, etc.), and to also name responsible parties and apportion tasks to those parties in an upcoming Site Cleanup Requirement (SCR) order.

Requirement for Technical Report
Chevron is hereby required to submit the following information:

- All environmental data that has not been previously submitted to the Regional Water Board including, but not limited to, all forensic-related groundwater and soil vapor data and associated laboratory reports;
- All engineering and architectural plans, topographic surveys, and other drawings prepared for the 1971-1972 and 1986-1988 construction projects (e.g., plans by Robert H. Lee & Associates, Inc., Chevron's architect for station rebuilds), in particular plans that depict the locations of:
    - the former dry cleaner at 1709 Contra Costa Boulevard;
    - the former dry cleaning equipment at 1709 Contra Costa Boulevard;
    - the former property lines for both 1705 and 1709 Contra Costa Boulevard;
    - the former waste oil USTs associated with the Chevron service station property; and,
    - the former and existing sanitary sewer lines on both 1705 and 1709 Contra Costa Boulevard.

A technical report presenting the above information is due in our office by January 17, 2014.

This requirement for a report is made pursuant to Water Code Section 13267, which allows the Regional Water Board to require technical or monitoring program reports from any person who has discharged, discharges, proposes to discharge, or is suspected of discharging waste that could affect

water quality. The attachment provides additional information about Section 13267 requirements. Any extension to the above deadline must be confirmed in writing by Regional Water Board staff.

Please submit all documents in electronic format to the State Water Resources Control Board's Geotracker database. Guidance for electronic information submittal is available at http://www.waterboards.ca.gov/cwphome/ust/cleanup/electronic_reporting/index.html. All reports submitted should have the Regional Board file numbers 07-0437; 07S0204 on the first page of the report. Copies of all reports and other correspondence should be sent to the Contra Costa County Health Services Department (CCCHSD) in Martinez.

If you have any questions, please contact Kevin Brown of my staff at (510) 622-2358 or via e-mail at kebrown@waterboards.ca.gov.

Sincerely,

for

Digitally signed by Stephen Hill
Date: 2013.12.20 08:44:26 -08'00'

Bruce H. Wolfe
Executive Officer

Enclosure: Fact Sheet – Requirements For Submitting Technical Reports Under Section 13267 of the California Water Code

cc: mailing list

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CALIFORNIA Water Boards

EDMUND G. BROWN JR. GOVERNOR

MATTHEW RODRIQUEZ SECRETARY FOR ENVIRONMENTAL PROTECTION

San Francisco Bay Regional Water Quality Control Board

Fact Sheet – Requirements for Submitting Technical Reports under Section 13267 of the California Water Code

What does it mean when the Regional Water Board requires a technical report?
Section 13267[1] of the California Water Code provides that "…the regional board may require that any person who has discharged, discharges, or who is suspected of having discharged or discharging, or who proposes to discharge waste...that could affect the quality of waters...shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires."

This requirement for a technical report seems to mean that I am guilty of something, or at least responsible for cleaning something up. What if that is not so?
The requirement for a technical report is a tool the Regional Water Board uses to investigate water quality issues or problems. The information provided can be used by the Regional Water Board to clarify whether a given party has responsibility.

Are there limits to what the Regional Water Board can ask for?
Yes. The information required must relate to an actual or suspected or proposed discharge of waste (including discharges of waste where the initial discharge occurred many years ago), and the burden of compliance must bear a reasonable relationship to the need for the report and the benefits obtained. The Regional Water Board is required to explain the reasons for its request.

What if I can provide the information, but not by the date specified?
A time extension may be given for good cause. Your request should be promptly submitted in writing, giving reasons.

Are there penalties if I don't comply?
Depending on the situation, the Regional Water Board can impose a fine of up to $5,000 per day, and a court can impose fines of up to $25,000 per day as well as criminal penalties. A person who submits false information or fails to comply with a requirement to submit a technical report may be found guilty of a misdemeanor. For some reports, submission of false information may be a felony.

Do I have to use a consultant or attorney to comply?
There is no legal requirement for this, but as a practical matter, in most cases the specialized nature of the information required makes use of a consultant and/or attorney advisable.

What if I disagree with the 13267 requirements and the Regional Water Board staff will not change the requirement and/or date to comply?
You may ask that the Regional Water Board reconsider the requirement, and/or submit a petition to the State Water Resources Control Board. See California Water Code sections 13320 and 13321 for details. A request for reconsideration to the Regional Water Board does not affect the 30-day deadline within which to file a petition to the State Water Resources Control Board.

If I have more questions, whom do I ask?
Requirements for technical reports include the name, telephone number, and email address of the Regional Water Board staff contact.

Revised May 2012

[1] All code sections referenced herein can be found by going to www.leginfo.ca.gov.

March 5, 2014
Regional Board letter

March 5, 2014
File Nos. 07-0437, 07S0204 (KEB)

Chevron U.S.A Inc. – Chevron Law Department
Attn.: A. Todd Littleworth
6001 Bollinger Canyon Road
San Ramon, CA 94583

Sent via email: TLittleworth@chevron.com

SUBJECT: Requirement to Submit a Technical Report - Chevron Service Station #9-6817 and Former Dry Cleaner, 1705 Contra Costa Boulevard, APN 150-103-016, Pleasant Hill, Contra Costa County

Dear Mr. Littleworth:

This letter requires Chevron U.S.A Inc. (Chevron) to submit environmental data for the subject property, and a technical report is due in our office by April 7, 2014. This requirement to submit a technical report is separate from the upcoming issuance of a Site Cleanup Requirements order for the site.

Your January 31, 2014, letter requested copies of building permits and aerial photographs showing that the dry cleaner was still present at the site in 1987. This information has been uploaded to GeoTracker. We gathered the above-referenced information from public agencies and an Internet search after your last PRA request of December 6, 2013, which is why they were not previously produced. This detail was discussed with Chevron's environmental consultant, CRA, during a telephone conversation on January 15, 2014. Please advise whether you also desire hard copies, and we will have our custodian of records send them to you with an invoice.

We respectfully disagree with your conclusion that there is no evidence of a dry cleaner on the 1709 Contra Costa Boulevard property after December 31, 1986. A 1987 aerial photograph (taken between June and September 1987) clearly shows a building within the southern portion of the property; the building is likely the former dry cleaner, and the location is consistent with site plans and related information recently provided by Chevron. A December 1, 1987, "Application for Permit" from the City of Pleasant Hill Building Department to a Chevron contractor states "DEMOLITION OF CHEVRON STATION & DRY CLEANERS FOR NEW CARWASH/MINI MART." The permit indicates the dry cleaner building was still on the property for nearly a year after Chevron purchased the 1705 and 1709 Contra Costa Boulevard parcels. If you have documents that indicate otherwise, please forward that information to us.

Your letter also requests evidence of a release of tetrachloroethylene (PCE) from former waste oil USTs at the site (we also believe TCE was released from a former steel waste oil UST). That evidence includes, but is not limited to, the following:

- In January 1988, following the exhumation of a relatively new fiberglass waste oil UST by Chevron, the chlorinated solvents PCE and TCE, and several petroleum-related constituents, were detected in soil samples collected within the tank pit at a depth of 10 feet (two feet below the bottom of the fiberglass UST). The fiberglass UST was installed in 1986 by Chevron as a replacement for a former steel waste oil UST (which had been installed in 1972 on the original dry cleaner parcel by Chevron). The available soil data, and notes and photos of the steel UST documenting its condition after it was removed, indicates the former steel tank was a "leaker."
- A May 24, 1988, report from EA Engineering, Science, and Technology, Inc. (EA) to Chevron U.S.A. Inc. states "Since tetrachloroethylene (PCE) is the predominant solvent used in dry cleaning in the United States, there is a high probability that PCE was stored at the site while the dry cleaner existed. PCE is used as a metal cleaning solvent, may also have gotten into the waste oil tank, which although it is more probable that the tank had trichloroethylene (TCE), since this is the major chlorinated solvent used in metal cleaning."
- In 1988, numerous soil vapor samples were collected on- and off-site by EA, and the highest concentrations of PCE and TCE were detected in a vapor sample collected within the pit where the former steel waste oil UST was located.
- A February 3, 1989, EA report to Chevron states "In general, the levels of PCE were approximately 10 times as high as those found for TCE. The survey indicated high levels of chlorinated hydrocarbons in the southern area of the site, in the vicinity of the former waste oil tank."
- The February 3, 1989, EA report contains this conclusion:
    - *The chlorinated hydrocarbons detected at the Pleasant Hill site are tetrachloroethylene (PCE), trichloroethylene (TCE), cis-1,2-dichloroethylene (DCE), trans-1,2-dichloroethylene (also DCE), vinyl chloride (VC), chloromethane, methylene chloride, chloroform, and 1,2-dichloroethane. There are two suspected sources of these compounds at the site: the former dry cleaner and the former waste oil tank. PCE is the major dry cleaning solvent used in the United States (Reich 1979). TCE is only rarely used in dry cleaning but is frequently used in metal degreasing (Schneberger 1979; Kimbrough et al. 1985).*
- A groundwater pump and treat remediation system, operated by Chevron for about five years as an interim measure to mitigate high concentrations of on-site chlorinated solvents and petroleum hydrocarbons in shallow groundwater beneath the property, mainly utilized monitoring well EA-2, a well installed directly adjacent to the former steel waste oil tank. A 1989 report stated "Well EA-2 was installed near SVCA point V10 (the location of the former waste oil tanks), the point of highest chlorinated hydrocarbons in the soil gas."

- On May 12, 2003, PCE and TCE were detected in a groundwater sample from monitoring well EA-2 at very high concentrations (3,100 µg/L and 3,600 µg/L, respectively).
- On December 7, 2011, a soil sample collected at a depth of five feet from vapor probe boring VP-1, a boring advanced adjacent to the former waste oil UST, contained PCE and TCE at 1.2 mg/kg and 1.4 mg/kg, respectively.
- On December 20, 2011, a soil sample collected at a depth of 9.5 feet from boring CPT-13, advanced adjacent to/within the former waste oil tank pit, contained PCE at 0.34 mg/kg and TCE at 0.21 mg/kg.
- Soil vapor samples collected on December 13, 2011, from VP-1 contained PCE and TCE at 2,500,000 µg/m³ and 2,100,000 µg/m³, respectively.

There is little doubt a dry cleaner once operated on the southern part of the property. According to telephone books reviewed at the Pleasant Hill Public Library, a dry cleaning business operated on the former 1709 Contra Costa Blvd. property from at least 1962 through 1984. A permit from the City of Pleasant Hill Building Department, dated August 17, 1971, describes proposed construction activities at 1709 Contra Costa Blvd. to consist of "REMODEL DRY CLEANERS." (The renovation of the dry cleaner coincided with a major rebuilding of the Standard Oil service station site at 1705 Contra Costa Blvd.). The telephone book records and building permit are available in GeoTracker.

An undated "LEASE AGREEMENT" (previously provided to the Regional Water Board by Chevron on October 26, 2011), reportedly covering the dry cleaner parcel and covering a five year time period between September 1, 1981, and August 31, 1986, states "Lessees shall use the premises for a dry cleaning establishment …" The lease agreement contains the names of prior property owners, Ned and Marjorie P. Robinson and Philip M. Lehrman and Jane A. Lehrman, and a previous operators of the dry cleaner, Morris E. Jorgenson and Genoise M. Jorgenson.

In that same vein, please provide our office with the December 1, 1986, *Land Status* document (see Page 5 of Chevron's June 18, 2009, *Technical Report on Site History*). The document, which purports to contain information that all dry cleaner-related equipment had been removed by the Jorgensons before December 1, 1986, has not been furnished to the Regional Water Board. (We have also not received previously-requested isoconcentration maps that were referenced in a report from Terradex).

We have located no documents, such as hazardous waste manifests or permits, to indicate PCE was used at the former dry cleaner; it most likely was used in dry cleaning activities, but again we have no specific documentation. If Chevron has specific records showing PCE was used at the former dry cleaner, please provide that information to us.

Requirement for Technical Report

Chevron is hereby required to submit a technical report containing the following information by April 7, 2014:

- The December 1, 1986, *Land Status* document;

- The isoconcentration maps referenced by Terradex, Inc. in their October 13, 2004, report, *Closure Request – Supplemental Information*; and
- Any information to show that PCE was specifically used at the former dry cleaner parcel.

This requirement for a report is made pursuant to Water Code Section 13267, which allows the Regional Water Board to require technical or monitoring program reports from any person who has discharged, discharges, proposes to discharge, or is suspected of discharging waste that could affect water quality. The attachment provides additional information about Section 13267 requirements. Any extension to the above deadline must be confirmed in writing by Regional Water Board staff.

Please submit all documents in electronic format to the State Water Resources Control Board's Geotracker database. Guidance for electronic information submittal is available at http://www.waterboards.ca.gov/cwphome/ust/cleanup/electronic_reporting/index.html. All reports submitted should have the Regional Board file numbers 07-0437 and 07S0204 on the first page of the report. Copies of all reports and other correspondence should be sent to the Contra Costa County Health Services Department (CCCHSD) in Martinez.

If you have any questions, please contact Kevin Brown of my staff at (510) 622-2358 or via e-mail at KEBrown@waterboards.ca.gov.

Sincerely,

for

Digitally signed by Stephen Hill
Date: 2014.03.05 12:55:09 -08'00'

Bruce H. Wolfe
Executive Officer

Attach: Fact Sheet – Requirements For Submitting Technical Reports Under Section 13267 of the California Water Code

cc: Mailing List

Mailing List

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Fact Sheet – Requirements for Submitting Technical Reports under Section 13267 of the California Water Code

What does it mean when the Regional Water Board requires a technical report?
Section 13267[1] of the California Water Code provides that "…the regional board may require that any person who has discharged, discharges, or who is suspected of having discharged or discharging, or who proposes to discharge waste...that could affect the quality of waters...shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires."

This requirement for a technical report seems to mean that I am guilty of something, or at least responsible for cleaning something up. What if that is not so?
The requirement for a technical report is a tool the Regional Water Board uses to investigate water quality issues or problems. The information provided can be used by the Regional Water Board to clarify whether a given party has responsibility.

Are there limits to what the Regional Water Board can ask for?
Yes. The information required must relate to an actual or suspected or proposed discharge of waste (including discharges of waste where the initial discharge occurred many years ago), and the burden of compliance must bear a reasonable relationship to the need for the report and the benefits obtained. The Regional Water Board is required to explain the reasons for its request.

What if I can provide the information, but not by the date specified?
A time extension may be given for good cause. Your request should be promptly submitted in writing, giving reasons.

Are there penalties if I don't comply?
Depending on the situation, the Regional Water Board can impose a fine of up to $5,000 per day, and a court can impose fines of up to $25,000 per day as well as criminal penalties. A person who submits false information or fails to comply with a requirement to submit a technical report may be found guilty of a misdemeanor. For some reports, submission of false information may be a felony.

Do I have to use a consultant or attorney to comply?
There is no legal requirement for this, but as a practical matter, in most cases the specialized nature of the information required makes use of a consultant and/or attorney advisable.

What if I disagree with the 13267 requirements and the Regional Water Board staff will not change the requirement and/or date to comply?
You may ask that the Regional Water Board reconsider the requirement, and/or submit a petition to the State Water Resources Control Board. See California Water Code sections 13320 and 13321 for details. A request for reconsideration to the Regional Water Board does not affect the 30-day deadline within which to file a petition to the State Water Resources Control Board.

If I have more questions, whom do I ask?
Requirements for technical reports include the name, telephone number, and email address of the Regional Water Board staff contact.

Revised May 2012

[1] All code sections referenced herein can be found by going to www.leginfo.ca.gov

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September 9, 2014

VIA E-MAIL AND FEDEX

Mr. Kevin Brown
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612
kevin.brown@waterboards.ca.gov

Re: Additional Comments on Tentative Orders
(1) Adoption of Initial Site Cleanup Requirements, 1705 Contra Costa Boulevard, Pleasant Hill, Contra Costa County
(2) Adoption of Initial Site Cleanup Requirements, 1643 Contra Costa Boulevard, Pleasant Hill, Contra Costa County

Dear Mr. Brown:

On behalf of Marjorie Robinson, we thank the Regional Water Quality Control Board ("Regional Board") for providing an opportunity for additional comments on the above-referenced tentative orders ("Tentative Orders") adopting initial site cleanup requirements for the properties located at 1705 Contra Costa Boulevard (the "Property") and 1643 Contra Costa Boulevard. This letter supplements the comments we submitted on behalf of Mrs. Robinson on July 31, 2014 ("Robinson Comments"), specifically with respect to the following comment:

> The Tentative Order[s], at various points, state[] that the contaminants present in groundwater beneath and downgradient from the Property have "likely commingled" with a groundwater plume associated with P&K Cleaners. The Regional Board has not presented substantial evidence to support this conclusion. In fact, until the remedial investigation required by the Tentative Order[s] is completed, such a conclusion is unverifiable and, therefore, unreasonable. [Robinson Comments, p. 9 (footnote omitted).]

This comment is further supported by evidence included in the August 4, 2014 Conestoga-Rovers & Associates comment letter (the "CRA Letter") submitted to the Regional Board by Chevron U.S.A. Inc. during the original comment period. The CRA Letter notes that the Regional Board Staff Report does not identify the "new information" that the Staff Report

references as supporting a conclusion that the contaminants beneath and downgradient from the Property have commingled with the plume associated with P&K Cleaners. CRA Letter, § 3.13. The CRA Letter also presents substantial evidence indicating that groundwater does not flow from the Property towards P&K Cleaners, as assumed by the Regional Board. CRA Letter, §§ 2.5, 3.14. Finally, the CRA Letter discusses extensive groundwater monitoring data and other data that contradicts the Regional Board's contention that the plumes are commingled. CRA Letter, § 3.14.

The above comments in the CRA Letter are focused on groundwater contaminants emanating from the service station at the Property. However, the comments are equally applicable to any groundwater contaminants that may have emanated from the former dry cleaning operation at the Property. There is no substantial evidence to support the determination that any portion of the plume emanating from the Property has commingled with the P&K Cleaners plume, and the record contains substantial evidence to the contrary.

Finally, we note that the CRA Letter also suggests at Sections 3.13 and 3.14 that contamination associated with the dry cleaner at the Property "or other upgradient dry cleaning business[es]" may have migrated via the sewer line or associated backfill along Linda Avenue and commingled with the P&K Cleaners plume. Whether such migration occurred at all is pure speculation. Moreover, even if such commingling could be demonstrated, there is no evidence that would support a finding that the dry cleaner at the Property, rather than one or more of the numerous upgradient dry cleaners identified in the CRA Letter at Section 2.11, was the source of such commingled contaminants.

* * *

For the reasons cited in the Robinson Comments, as further supported by the evidence presented in the CRA Letter, the Regional Board has not identified substantial evidence supporting a determination that contaminants beneath and downgradient from the Property have commingled with the contaminant plume associated with P&K Cleaners. Accordingly, that determination must be deleted from both tentative orders.

We request that the reports and other documents referenced in the attached sections of the CRA Letter – all of which, to our knowledge, have previously been filed with the Regional Board – be made a part of the administrative record in this proceeding. We also reserve the right to provide further comments at or before the hearing in this matter.

Sincerely,

DONALD. E SOBELMAN

Attachment: Sections 2.5, 2.11, 3.13, and 3.14 of August 4, 2014 CRA letter

cc: Stephen Hill (via e-mail only: shill@waterboards.ca.gov)
Bruce H. Wolfe (via e-mail only: bwolfe@waterboards.ca.gov)

2.5 Page 4, Section 5, Paragraph 2; Page 4, Section 6; Page 4, Section 7

Groundwater flow direction in the shallow zone has been mainly to the north at an average gradient of approximately 0.005 feet per foot. [Section 5]

the residential subdivision downgradient of the Site. [Section 6]

beneath and downgradient (north and northwest) of the Site [Section 7]

Chevron Comment:

The Tentative Order and Staff Report do not provide any support for the assertion that groundwater flow from the Site is north-northwest, and the RWQCB's position contradicts many years of data collected at the Site. As presented in the October 30, 2013, Memorandum from Arcadis U.S. Inc. to the RWQCB (Arcadis 2013), multiple rounds of groundwater monitoring data contradict the RWQCB's assertion, and support a groundwater flow that is north-northeast (Arcadis 2013, p. 1-3).[1]

Historical groundwater monitoring data for the Site shows a groundwater flow direction consistently toward the northeast as presented in Terradex Inc.'s *Closure Request* dated September 13, 2004 with an overall gradient beneath the Site from 0.005 to 0.01 ft/ft. This is also consistent with and supported by the groundwater plume dimensions presented in Terradex's October 12, 2004 *Closure Request-Supplemental Information*. Copies of Terradex's figures are presented in Attachment C (See also Arcadis 2013).

2.6 Page 5, Section 7, Paragraph 1, footnote 5

These concentrations [in Sentinel Well EA-5] are much lower than on-Site concentrations of CVOCs and in groundwater samples collected more recently and to the west of EA-5 (as discussed below), indicating EA-5 is probably not located in an appropriate area to function as a "sentinel" well.

[1] We request that this document be included in the administrative record.

2.11 Page 7, Section 9, Paragraph 1

Two other dry cleaners, located at 1946 Contra Costa Boulevard (07S0088; Former Dutch Girl Cleaners and currently the "Hosanna Cleaners") and 2001 Contra Costa Boulevard, are upgradient of the Site.

Chevron Comment:

This statement is incomplete. In CRA's April 7, 2014, *Technical Report* (p. 8 and 9), CRA referenced former dry cleaners upgradient of the Site from City of Pleasant Hill public library phone book records that was uploaded to Geotracker by the RWQCB staff on December 17, 2013 and from Contra Costa County Record's office records. The following upgradient historical dry cleaners were referenced:

- 1942 Linda Drive
- 1745 Contra Costa Boulevard

2.12 Page 9, Section 14, Paragraph 1

[E]ach of the dischargers has caused or permitted waste to be discharged or deposited, causing contamination of groundwater. Contamination of groundwater creates and threatens to create conditions of pollution and nuisance.

Chevron Comment:

The legal issues raised in this section are addressed in the letter from A. Todd Littleworth, which is being submitted with this letter.

As is discussed above in Section 2.3 and 2.4, there is no evidence supporting the assertion that there were releases of CVOCs while Chevron owned the Site. The dry cleaning business, which is the source of CVOCs, had ceased operation when Chevron purchased the Site. Any potential releases from the former used-oil USTs would de minimis, and would not require any further investigation or remediation.

Chevron Comment:

This statement is not consistent with data from the 2011 and 2014 assessments. The highest PCE and TCE concentrations were detected at the west side of the former dry cleaner at CPT-14 and CPT-23. The "high" concentrations referred to beneath the used-oil UST location are consistent with the distribution of CVOCs expected from the release at the former dry cleaner where concentrations are orders of magnitude higher (See discussion above at Sections 2.3 and 3.6).

3.12 Comments on Pages 8-11, Section IV, Basis for naming Chevron Under Water Code as Discharger

The legal issues raised in this section are addressed in the letter from A. Todd Littleworth, which is being submitted with this letter.

3.13 Section IV, p. 10, paragraph 4

Additional new information clearly demonstrates the groundwater plume was not adequately characterized and, in fact, underlies the eastern part of the shopping center and commingles with a different CVOC plume associated with the former P&K Cleaners (Site 1).

Chevron Comment:

The Staff Report does not identify the "new information" to which it refers. As is discussed, below, in Section 3.14 contamination from the USTs associated with the service station have been adequately characterized. CVOCs detected beneath the Gregory Village Mall parking lot are likely associated with the Site 2 dry cleaning business (or other upgradient dry cleaning business) and have migrated via the former sanitary sewer line or backfill associated with the sewer that was located along the western Chevron property boundary (Arcadis, 2013).

3.14 Comments on Page 11, Section V, Evidence of Commingled Plume bullet points

This Section incorrectly assumes that groundwater flows from the service station property toward the north-northwest. As is discussed in Section 2.4 above, results from several years of routine groundwater monitoring have demonstrated that groundwater flow beneath the Site is toward the north-northeast. In addition, the Staff Report fails to take into consideration the

fact that PCE detected beneath the Gregory Village Shopping Mall parking lot is significantly less weathered than PCE downgradient (north-northeast) of the service station, and that this PCE may have migrated via the sewer line or the backfill of the sewer line along Linda Avenue. (Arcadis 2013, Slides 3 and 4 discussions).

Bullet 1
GS-3 is not located upgradient of P&K Cleaners. Based on groundwater monitoring data in the available 2011 through 2013 P&K quarterly groundwater monitoring reports, groundwater beneath P&K flows northerly with a couple variations north-northeasterly. Therefore, GS-3 is crossgradient of P&K. Additionally, according to groundwater monitoring data from the Chevron wells, groundwater beneath the site flows northeasterly.[3] Furthermore, GS-3 located approximately 20 feet from P&K Cleaners had grab-groundwater concentrations in 1997 of 830 micrograms per liter (µg/L) PCE and 240 µg/L TCE while between 1988 and 1997 the highest concentrations detected in EA-1, located immediately north of Site 2, were only 73 µg/L PCE and 300 µg/L TCE. PCE concentrations immediately downgradient of the 1705 Contra Costa Boulevard property have always been one order of magnitude lower than GS-3. Therefore, the concentrations detected in the 1997 GS-3 boring appear to be sourced from the P&K Cleaners release and/or PCE that may have migrated via the sewer line or the backfill of the sewer line along Linda Avenue.

Bullet 2
Before it was destroyed, EA-2, located adjacent to the former used-oil UST, contained CVOC concentrations of 3,100 µg/L PCE, 3,600 µg/L TCE, 2,900 µg/L cis-1,2-DCE, and 81 µg/L VC on May 12, 2003. However these data are insufficient evidence to assert a commingled plume. On May 12, 2003, Chevron wells MW-D and EA-1, located downgradient of EA-2 contained maximum concentrations of 56 µg/L PCE, 90 µg/L TCE, 55 µg/L cis-1,2-DCE, and no VC. These concentrations are two orders of magnitude lower than were detected in EA-2. This indicates concentrations are decreasing with distance downgradient of destroyed well EA-2.

Bullet 3
As is discussed above, CVOCs detected beneath the Gregory Village Shopping Center parking lot are not related to service station operations, and are most likely associated with releases of

[3] Terradex September 13, 2004 *Closure Request*

CVOCs from the dry cleaning business at Site 2, or other dry cleaners upgradient of Site 2, which migrated through the sanitary sewer or sanitary sewer backfill.

Bullet 4
In 2011, the grab-groundwater sample collected from CPT-1 at 15 fbg was initially reported as containing 380 µg/L TPHg and 3 µg/L MTBE; and, no BTEX was detected. However, as described in CRA's August 20, 2012 *Response to Erler & Kalinowski Inc. Comments on Additional Site Investigation Report and Conceptual Model* the 380 µg/L TPHg is a false positive of PCE. The library search of the chromatogram peaks in the TPHg range indicated the presence of TPHg in only 1 (CPT-6) of the original 24 groundwater samples that previously had TPHg detections when all peaks detected between C6 and C12 were added into the TPHg total, regardless of whether or not these components were actually petroleum hydrocarbons. Therefore, concentrations detected in CPT-1 are insufficient to assert a comingled plume.

3.15 Comments on Pages 14-17, Central Contra Costa County Sanitary (CCCSD) Discharger

The sanitary sewer line that appears to have run north-south along the east of Linda Drive (landscaped area of the service station) serving the service station and the dry cleaning operation was replaced in 1987. The former dry cleaner on the Southern parcel ceased operation by 1986.

There has been no investigation beneath the former sewer line that serviced the dry cleaning business formerly located at the southern portion of the Site. It is well understood that dry cleaning operations discharge PCE-laden water to sanitary sewers and that sanitary sewers are frequently release points for this contamination to be discharged to the environment. (*Dry Cleaners, A Major Source of PCE in Ground Water,* Central Valley Regional Water Quality Control Board, March 27, 1992) PCE detected in groundwater beneath the Gregory Village Shopping Center parking lot "may have migrated via the sewer line, or the backfill of the sewer line, along Linda Avenue[.]" (Arcadis 2013, p. 7). Additional investigation is needed to confirm whether the sewer lines and/or backfill are a source of CVOCS and whether the old sewer line was a discharge point of PCE from upgradient dry cleaners south of the site. Attachment D includes copies of CCCSD maps.

The Staff Report's statement that this sewer line served "the former Standard Oil automotive repair station" is misleading. In fact, there is no evidence of any discharge of CVOCs to the

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September 10, 2014

VIA E-MAIL AND HAND DELIVERY

Mr. Kevin Brown
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612
kevin.brown@waterboards.ca.gov

Re: Comments on Tentative Orders
(1) Adoption of Initial Site Cleanup Requirements, 1705 Contra Costa Boulevard, Pleasant Hill, Contra Costa County
(2) Adoption of Initial Site Cleanup Requirements, 1643 Contra Costa Boulevard, Pleasant Hill, Contra Costa County

Dear Mr. Brown:

I am writing on behalf of Jane A. Lehrman to provide comments regarding the above-referenced tentative order adopting initial site cleanup requirements for the property located at 1705 Contra Costa Boulevard, Pleasant Hill ("Property") ("Tentative Order") and the similar order concerning the nearby property at 1643 Contra Costa Boulevard, to be considered by the Regional Water Quality Control Board ("Regional Board") at its regular meeting on November 12, 2014.

As explained in detail below, there is no substantial evidence to support naming Ms. Lehrman as a discharger in the Tentative Order under either Water Code section 13267 or Water Code section 13304.

Moreover, the burden that would be imposed by the requirements of the Tentative Order on Ms. Lehrman – who is 82 years old, blind, and living in a long-term care facility in Nevada, has recently been diagnosed with dementia, is no longer capable of taking care of her personal and financial affairs, and has no insurance policy that could pay either her legal fees or the costs of complying with any Regional Board requirements – does not bear a reasonable relationship to the benefits to be obtained from naming her as a discharger under the Tentative Order. As such,

the Regional Board may not impose those requirements on Ms. Lehrman under Water Code section 13267.

Finally, certain factual assertions in the Tentative Order must be corrected or deleted, as they are either contradicted by undisputed evidence or are not supported by substantial evidence.

For these reasons, as more fully explained below and in the comment letters previously submitted by Marjorie Robinson on July 31, 2014 and September 9, 2014 ("Robinson Comment Letters"), Ms. Lehrman objects to the Tentative Order and reserves all rights to further challenge any Regional Board action adopting the Tentative Order or imposing other requirements on Ms. Lehrman related to the Property.

Ms. Lehrman will not be able to travel to Oakland to present testimony at the November 12, 2014 Regional Board hearing on the Tentative Order. For this reason, she is submitting with this letter a sworn declaration presenting key evidence. Ms. Lehrman reserves the right to supplement these comments and her declaration prior to or at the hearing, through legal counsel and/or her daughter and attorney-in-fact, Wendi Lutz.

I. RELEVANT FACTS AND EVIDENCE

A. Ms. Lehrman Was Not Provided With Timely Notice of the Tentative Order

On July 2, 2014, the Regional Board mailed copies of the Tentative Order to the parties named in the Order, including to Ms. Lehrman. However, the address used by the Regional Board – P.O. Box 4 in Genoa, Nevada – is associated with her former (and now deceased) husband, Philip M. Lehrman, not Ms. Lehrman.[1] Ms. Lehrman does not receive mail at that P.O. Box. As a result, Ms. Lehrman never received a copy of the Tentative Order directly from the Regional Board. She only received a copy on August 18, 2014, from a third party. For this reason, Ms. Lehrman had no ability to obtain legal counsel or submit comments on the draft order during the original comment period, which terminated on August 4, 2014.

B. Ms. Lehrman's Current Condition

Ms. Lehrman is 82 years old. She became blind in January 2014 and is currently living in a long-term care facility in Nevada. Moreover, in June 2014, Ms. Lehrman's doctors diagnosed her with dementia and determined that she is no longer capable of taking care of her personal and financial affairs. As a result, Ms. Lehrman's daughter, Wendi Lutz, functions as Ms. Lehrman's attorney-in-fact and is charged with managing most of Ms. Lehrman's personal and financial affairs.

[1] We request that the Regional Board send any future communications both to me (via email: des@bcltlaw.com) and to Ms. Lehrman's mailing address at 126 Lake Glen Drive, Carson City, Nevada 89703.

C. The Lehrman Declaration Demonstrates That Ms. Lehrman's Role Was Limited To Being the Spouse of a Real Estate Investor

Although Ms. Lehrman's dementia impairs her short-term memory and her decision-making ability, her long-term memory remains sound. With the assistance of legal counsel, Ms. Lutz, and a notary, Ms. Lehrman was able to complete a declaration that summarizes the extent of her knowledge about the Property and her lack of involvement with it. That declaration, made under penalty of perjury and attached as **Exhibit 1**, includes the following facts:

- She was married to Philip M. Lehrman from 1954 until 2000, when they were divorced. Philip died in January 2014, and she did not inherit any portion of his estate.

- She does not have any independent information or recollection regarding the Property or the dry cleaner and service station operations that existed there during the 1965 to 1986 time period.

- Philip was a real estate investor, and she was a teacher. She did not participate in making decisions related to Philip's investments – it was his business, not hers. She had no role in purchasing, leasing, or selling the Property and had no contact with the dry cleaner or gas station tenants at the Property.

- She does not know what role Philip may have played in managing the Property – he did not share information about his investments with her. Often he would ask her to sign documents, but would not explain anything to her about those documents or the investments that they related to.

- She does not recollect ever visiting the Property. She never brought any chemicals to the Property, used chemicals at the Property, or disposed of chemicals at the Property.

- She possesses no historical documents or records related to the Property or the businesses that operated there, and she has no information as to where any such documents or records would be located. Moreover, because she is not aware of any applicable insurance policy, all money that she must spend in responding to the cleanup order – including legal fees – is being paid out of her own retirement savings and income.

D. Property Records Demonstrate That Ms. Lehrman's Ownership Interest in the Property Was Limited to the Time Frame of 1965 to 1986

The deeds previously submitted to the Regional Board (See 7/31/14 Robinson Comment Letter, Exhibit 1 attachments) demonstrate that the Lehrmans held an undivided 1/2 interest in

the Property between 1965 and 1986, except with respect to some frontage that was deeded to the City of Pleasant Hill in 1971. The relevant chain of title documents, which also indicate that the Property (now parcel 150-103-016) was created from the merger of two parcels whose numbers changed over time, include the following:

- a grant deed dated June 25, 1965, recorded in July 1965, transferring two contiguous parcels (150-103-004 and 150-103-005) from William Fries, Stephen M. Heller, and Patricia S. Heller to Ned and Marjorie P. Robinson (an undivided 1/2 interest) and to Philip M. and Jane A. Lehrman (an undivided 1/2 interest);

- a grant deed recorded in July 1971, under which the Robinsons and Lehrmans deeded all of the frontage of the two parcels along Contra Costa Boulevard and Doris Drive to the City of Pleasant Hill, along with a drainage easement on the southern (004) parcel; and

- four grant deeds, all dated December 26, 1986 and all recorded at 2:00 p.m. on December 31, 1986, which accomplished the following:
  1) transfer of the Lehrmans' undivided 1/2 interest in the two parcels (now renumbered 150-103-011 and 150-103-012) to Max W. Parker;
  2) transfer of Parker's interest to Chevron, U.S.A., Inc.;
  3) transfer of the Robinsons' undivided 1/2 interest in the two parcels to the Merle D. Hall Company, a California Corporation; and
  4) transfer of the Merle D. Hall Company's interest to Chevron, U.S.A., Inc.

E. Other Relevant Evidence Demonstrates Ms. Lehrman's Limited Involvement with the Property from 1965 to 1986 and Fails to Show Any Releases of Contaminants During That Time Period

Since 2011, the Regional Board has identified only a limited amount of additional evidence relating to Ms. Lehrman's involvement with the property from June 1965 to December 1986:

- A 1971 lease agreement and amendment regarding a portion of the Property, signed by the Robinsons, Lehrmans, and Chevron's predecessor (Standard Oil of California), and a 1971 deed of trust for the Property, signed by the Robinsons and Lehrmans. See 7/31/14 Robinson Comment Letter, Exhibit 2.

- An agreement purporting to lease a portion of the Property to the Jorgensons for five years (1981-1986) for a dry cleaning business. The lease is not dated and is not fully executed (it was signed by the Jorgensons and Robinsons, but not by either Ms. Lehrman or her husband). See 7/31/14 Robinson Comment Letter, Exhibit 3.

The Regional Board has not identified any evidence of contaminant releases at the Property occurring between 1965 and 1986:

- As to the dry cleaning operation, not only is there is no evidence that a release specifically occurred during that time period, there is no concrete, site-specific evidence that PCE was used at the dry cleaners *at all*. In fact, on December 20, 2013, the Regional Board stated in a letter to Chevron: "We do not have any specific information to confirm PCE use at the former dry cleaner." On March 5, 2014, the Regional Board similarly stated in a letter to Chevron: "We have located no documents, such as hazardous waste manifests or permits, to indicate PCE was used at the former dry cleaner; it most likely was used in dry cleaning activities, but again we have no specific documentation." (These letters are attached to the 7/31/14 Robinson Comment Letter as Exhibit 4.) The only support for the Regional Board claim that PCE was "most likely" used at the dry cleaner appears to be that found at page 5 of the July 2, 2014 Cleanup Team Staff Report accompanying the Tentative Order. There, staff note that (1) "telephone directories further provide evidence that One Hour Martinizing Cleaners operated at the Site in August 1961 and continued until at least late 1966"; and (2) "It is common knowledge that One Hour Martinizing revolutionized the use of PCE in their dry cleaning machinery."

- As to the waste oil tank at the automotive fueling facility, the Regional Board has set forth no evidence to demonstrate that a release occurred during the time period 1965-1986, as opposed to before or after that time period.

II. THE REGIONAL BOARD'S FINDING THAT MS. LEHRMAN IS A DISCHARGER IS NOT SUPPORTED BY SUBSTANTIAL EVIDENCE

A. Liability May Be Imposed on Dischargers Under Water Code Section 13267 and Water Code Section 13304 Only Where Substantial Evidence Exists

The Tentative Order states that it is being issued by the Regional Board pursuant to its authority under both Water Code section 13267 and Water Code section 13304.

Water Code section 13267 states, in relevant part:

> In conducting an investigation specified in subdivision (a), the regional board may require that any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste within its region . . . shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires. The burden, including costs, of these reports shall bear a

> reasonable relationship to the need for the report and the benefits to be obtained from the reports. [section 13267(b)(1) (emphasis added)]

When acting under the authority of Section 13267, the Regional Board must "identify the evidence that supports requiring that person to provide the reports." Water Code § 13267(b)(1). Such evidence must be more than uncorroborated assertions or speculation: evidence supporting issuance of requirements under Section 13267 is "relevant evidence on which responsible persons are accustomed to rely in the conduct of serious affairs." Id. at § 13267(e).

Water Code section 13304 states, in relevant part:

> Any person . . . who has caused or permitted, causes or permits, or threatens to cause or permit any waste to be discharged or deposited where it is, or probably will be, discharged into the waters of the state and creates, or threatens to create, a condition of pollution or nuisance, shall upon order of the regional board, clean up the waste or abate the effects of the waste, or, in the case of threatened pollution or nuisance, take other necessary remedial action, including, but not limited to, overseeing cleanup and abatement efforts. [section 13304(a) (emphasis added)]

The State Water Resources Control Board ("State Board") has confirmed that the Regional Board must rely on "substantial evidence" to name a party as a discharger under these statutory provisions:

> There must be a reasonable basis on which to name each party. There must be substantial evidence to support a finding of responsibility for each party named. This means credible and reasonable evidence which indicates the named party has responsibility.

In the Matter of the Petition of Exxon Company, USA, State Board Order WQ 85-7. *See also In the Matter of the Petition of Stinnes-Western Chemical Corporation*, State Board Order WQ 86-19 ("[I]n order to uphold a Regional Board action, we must be able to find that the action was based on substantial evidence."). *Cf.* State Board Resolution No. 92-49, Policies and Procedures for Investigation and Cleanup and Abatement of Discharges Under Water Code Section 13304, at I.A (requiring "substantial" and "sufficient" evidence to support a Board determination as to the source of a discharge).

The State Board has applied this standard to overturn Regional Board decisions that are not based on substantial evidence. *See, e.g., Exxon, supra* (finding no substantial evidence in the record upon which to base a finding that petitioners should be named in Cleanup and Abatement Order issued under section 13304); *In the Matter of the Petition of Larry and Pamela Canchola*, State Board Order No. WQO 2003-00020 (Regional Board did not have substantial evidence under section 13267 where uncontroverted evidence showed that former owners did not use or store pollutant at issue – MTBE – during their ownership of the site); *In the Matter of the*

Petition of Chevron Products Company, State Board Order No. WQO 2004-0005 (Regional Board did not have substantial evidence to issue requirements to Chevron under section 13267 where the evidence provided by Chevron showing another party's responsibility for the discharges outweighed the evidence relied upon by the Regional Board to name Chevron as a discharger).

B. There Is No Substantial Evidence Allowing the Regional Board to Name Ms. Lehrman as a Discharger in the Tentative Order

Here, the Board has not produced substantial evidence to support naming Ms. Lehrman as a discharger in the Tentative Order pursuant to Water Code section 13267. In light of Ms. Lehrman's declaration and the absence of any contrary evidence, it is clear that no "credible and reasonable evidence" exists to support a conclusion that Ms. Lehrman discharged contaminants at the Property. Although the term "discharge" as used in section 13267 is not defined, it has been defined in the context of Water Code Section 13304 to mean "to relieve of a charge, load, or burden," "to give outlet to," "pour forth," or "emit." *Lake Madrone Water District v. State Water Resources Control Board*, 209 Cal.App.3d 163, 174 (1989). There is no evidence of any such activity by Ms. Lehrman, no evidence that Ms. Lehrman owned, managed, or operated the dry cleaner or the service station at the Property, and no evidence that PCE or other contaminants were used by Ms. Lehrman at the Property. In fact, Ms. Lehrman's declaration provides substantial evidence negating each of these points, and the Regional Board offers no evidence to the contrary.

The Board has also not produced substantial evidence to support naming Ms. Lehrman as a discharger in the Tentative Order pursuant to Water Code section 13304, as someone who has "caused or permitted" a discharge. Courts interpreting the "caused or permitted" language have held that Section 13304 requires "active, affirmative or knowing conduct" with regard to the contamination. *Redevelopment Agency of City of Stockton v. BNSF Railway Co.*, 643 F.3d 668, 678 (9th Cir. 2011) (finding that where the alleged discharger engaged in no active, affirmative or knowing conduct with regard to the contamination, it could not be liable for causing or permitting a discharge under Section 13304); *City of Modesto Redevelopment Agency v. Superior Court*, 119 Cal. App. 4th 28, 44 (2004) (Section 13304's "causes and permits" language was not intended "to encompass those whose involvement with a spill was remote or passive"). To the extent that State Board decisions reach different conclusions regarding the scope of liability under the Water Code, those decisions have been superseded by these decisions by the state and federal courts.

The totality of the evidence now before the Regional Board demonstrates that Ms. Lehrman's actions related to the Property were "remote and passive" and did not constitute "active, affirmative, or knowing conduct" with respect to the contamination at issue. Ms. Lehrman's declaration is substantial evidence of her role as the spouse of a landowner who did not include her in any decision-making related to the Property. See **Exhibit 1**. The fact that her husband had the Property recorded in both their names, and asked Ms. Lehrman to execute leases and deeds of trust for the Property as an owner of record, is entirely consistent with this role. No

evidence in the record raises any inference that Ms. Lehrman was actively involved in operating or managing the dry cleaner or the automotive fueling facility at the Property, or had any knowledge of whether or how any potential contaminants were used, stored, handled, or disposed of at those businesses. As such, she did not "cause or permit" a discharge triggering liability under Water Code section 13304.

Not only is there a lack of substantial evidence that Ms. Lehrman had a sufficient relationship to any contamination to name her as a discharger, there is also a lack of substantial evidence that contaminants were, in fact, released during the period of her passive ownership interest in the Property. The Board has twice admitted that it has found no specific evidence that PCE was even used at the dry cleaner at the Property, but instead relies on "common knowledge" that One Hour Martinizing used PCE, and the fact that a One Hour Martinizing appears to have operated at the Property from August 1961 until "at least late 1966." See Part I.E, above. This is not the type of "credible and reasonable evidence" that the State Board has found sufficient to hold a party responsible as a discharger. Moreover, even if this were to constitute substantial evidence of PCE use by the dry cleaner until late 1966, the time period at issue only overlaps Ms. Lehrman's ownership period (June 25, 1965 to December 26, 1986) by, at most, approximately eighteen months. And there is absolutely no evidence, let alone substantial evidence, of a PCE release at the dry cleaner between June 25, 1965 and late 1966. More broadly, as set forth at Part I.E, above, the Regional Board has produced no evidence that discharges occurred at either the dry cleaner or the automotive fueling facility during the 1965-1986 period, when Ms. Lehrman had an ownership interest in the Property, as opposed to before or after that time period.

In sum, there is no substantial evidence that a discharge of contaminants occurred during the period when Ms. Lehrman had an interest in the Property, that Ms. Lehrman herself discharged contamination at the Property, or that she engaged in any active, affirmative, or knowing conduct with regard to a discharge of PCE or other contaminants at the Property. As the spouse of a landowner who merely held an ownership interest and signed documents in that capacity, Ms. Lehrman cannot be named as a discharger responsible for the requirements in the Tentative Order, under either Water Code section 13267 or Water Code section 13304.

C. The Burdens of the Tentative Order on Ms. Lehrman Do Not Bear a Reasonable Relationship to the Benefits of the Order

As noted above, Water Code section 13267(b)(1) requires that the financial and other burdens imposed by the Regional Board's requirements "shall bear a reasonable relationship to the need for the report and the benefits to be obtained from the reports." The Tentative Order does not meet this standard with respect to Ms. Lehrman.

The Board is essentially asking Ms. Lehrman – who is 82 years old, blind, suffering from dementia, and living in a long-term care facility, and who has found no insurance policy that could pay either her legal fees or the costs of complying with the Tentative Order – to undertake a multi-year site investigation that will likely cost several hundred thousand dollars, if not millions of dollars. The Tentative Order also names as a discharger another party that can fully

fund and complete the investigation: Chevron, a sophisticated corporation with over $250 billion in assets and annual net income of over $21 billion,[2] and extensive experience in environmental investigations. Requiring Ms. Lehrman to also participate in and fund the work required by the Tentative Order would be financially and practically unreasonable, does not satisfy any legitimate need, and will not provide any additional benefits. Burdening an 82-year old with significant disabilities with an expensive and long-term environmental investigation cannot be in the best interests of the People of the State of California, and it cannot be what the Legislature intended in giving the Regional Board significant power under Water Code section 13267. As such, independent of the other deficiencies discussed in this letter, the Regional Board is not authorized to name Ms. Lehrman as a discharger under section 13267.

D. Certain Factual Assertions in the Tentative Order Are Unsupported by Substantial Evidence and Must Be Corrected Or Deleted

In addition to improperly identifying Ms. Lehrman as a discharger, the Tentative Order contains certain factual assertions that are either contradicted by undisputed evidence or are not supported by substantial evidence. These erroneous factual assertions are all specified in the July 31, 2014 Robinson Comment Letter (at Part II.D) and in the September 9, 2014 Robinson Comment Letter. They must be corrected or deleted, if the Tentative Order is to reflect only the substantial evidence before the Board.

III. Conclusion

For the reasons discussed above, (1) the Regional Board is not authorized to name Ms. Lehrman as a discharger in the Tentative Order pursuant to either Water Code section 13267 or Water Code section 13304, and (2) factual assertions in the Tentative Order that are not supported by substantial evidence must be corrected or deleted. Ms. Lehrman objects to the Tentative Order on those grounds, and respectfully requests that she be removed from the Tentative Order before it is approved by the Regional Board.

Sincerely,

Donald E. Sobelman

Attachment:
Exhibit 1: Declaration of Jane A. Lehrman

cc: Stephen Hill (via e-mail only: shill@waterboards.ca.gov)
Bruce H. Wolfe (via e-mail only: bwolfe@waterboards.ca.gov)

[2] http://en.wikipedia.org/wiki/Chevron_Corporation (statistics cited for 2013).

EXHIBIT 1

DECLARATION OF JANE A. LEHRMAN

I, Jane A. Lehrman, declare:

1. I have personal knowledge of the facts stated in this declaration. I would competently testify to those facts if called as a witness, under oath, in an administrative hearing or other sworn proceeding.

2. I am 82 years old. I live in Gardnerville, Nevada in a long-term care facility.

3. I was married to Philip M. Lehrman from 1954 until 2000, when we were divorced.

4. Philip died in January 2014. I did not inherit any portion of his estate.

5. I have been informed that the California Regional Water Quality Control Board is in the process of issuing a cleanup order regarding environmental contamination at 1705 Contra Costa Boulevard in Pleasant Hill, California ("the Property"). I have also been informed that Philip and I, in conjunction with Ned and Marjorie Robinson, owned some or all of the Property from 1965 until 1986, and that a dry cleaner and a gas station operated on the Property during that time. I do not have any independent information or recollection regarding the Property or those operations.

6. Philip was a real estate investor, and I was a teacher. I did not participate in making decisions related to Philip's investments – that was his business, not mine. I had no role in purchasing, leasing, or selling the Property. I did not have any contact with the dry cleaner or gas station tenants at the Property.

7. I do not know what role Philip may have played in managing the Property – he did not share information about his investments with me. Often he would ask me to sign documents, but would not explain anything to me about those documents or the investments that they related to.

8. I do not recollect ever visiting the Property. Even if I did visit, I never would have brought any chemicals to the Property, used chemicals at the Property, or disposed of chemicals at the Property.

9. I possess no historical documents or records related to the Property or the businesses that operated there, and I have no information as to where any such documents or records would be located.

10. I do not know of any insurance policy that may cover costs related to this matter. For this reason, all money that I must spend in responding to the cleanup order– including legal fees – is being paid out of my own retirement savings and income.

11. In January 2014, I became blind. This declaration has been prepared at my direction and has been read to me orally. I understand that a notary will verify that I have sworn under penalty of perjury under the laws of the States of California and Nevada that the foregoing is true and correct and that I executed this declaration on September 9, 2014, in Gardnerville, Nevada.

JANE A. LEHRMAN

STATE OF NEVADA)
: ss.
CARSON CITY)

On this 9th day of September, 2014, personally appeared before me, a Notary Public in and for said county and state, JANE A. LEHRMAN, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged to me that she executed the above instrument.

Sandra F Mendez
Notary Public

(Seal)

SANDRA F. MENDEZ
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-19-15
Certificate No: 99-12514-3

1176 Boulevard Way
Walnut Creek, CA 94595
Telephone (925) 947-5700
Facsimile (925) 935-8488

San Diego, CA
Santa Barbara, CA
Walnut Creek, CA
Washington, DC

PALADIN LAW GROUP® LLP

Generating Professional:
John R. Till, Walnut Creek Office
JTill@PaladinLaw.com

August 4, 2014

Via E-Mail

Kevin Brown
Project Manager
San Francisco Bay RWQCB (Region 2)
1515 Clay Street, Suite 1400
Oakland, CA 94612

Re: Written Comments regarding Staff Report and Tentative Orders – Site Cleanup Requirements for 1643 contra Costa Boulevard and 1705 Contra Costa Boulevard, Pleasant Hill, Contra Costa County

Dear Mr. Brown,

This letter and the attached documents serve as written comments on the above-mentioned matter to the San Francisco Bay Regional Water Quality Control Board (RWQCB) on behalf of our clients, Ryan and Anne Schaeffer, who live at 95 Cynthia Drive, Pleasant Hill, California ("Schaeffer Property"). These comments are submitted in compliance with the August 4, 2014, deadline set in your transmittal letter of July 2, 2014. These comments on behalf of the Schaeffers are provided by Paladin Law Group, LLP, and by EnviroAssets, Inc. The attached written comments and technical documents are hereby incorporated in this submittal.

In addition to the attached comments, we request the tentative order regarding the 1705 Contra Costa Boulevard Property ("Chevron Property") be amended to include further reasons why Chevron is named as a discharger. Specifically, as the RWQCB is aware, Chevron was the owner and/or operator of the Chevron Property during at least two major trenching, grading, remodeling, and waste oil tank replacements, all without addressing the source of the pollution. These activities repeatedly disturbed and redistributed contaminated soil at the property. These activities make Chevron liable under the Resource Conservation and Recovery Act (RCRA) for *handling*,[1] *disposing of*,[2] and *transporting*[3] wastes at the site because it excavated, graded, and thereby spread and dispersed contaminated soil around the site. (*See, e.g., Kaiser Aluminum v. Catellus Development Corp.* (9th Cir. 1992) 976 F.2d 1338, 1342-1343 (involving the Comprehensive Environmental

[1] RCRA does not define "handling." "However, in ordinary usage, to 'handle' something is 'to deal with or have responsibility' for it." (*Lincoln Properties, Ltd. v. Higgins* (E.D. Cal. 1993) 1993 WL 217429, at *15 (*quoting* American Heritage Dictionary 592 (2nd College ed.1985).)

[2] RCRA defines "disposal" as "the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters." (RCRA § 1004(3), 42 U.S.C. § 6903(3).)

[3] RCRA does not define "transportation." However, it is defined in RCRA regulations as "the movement of hazardous waste by air, rail, highway, or water." (40 C.F.R. § 260.10.)

Response, Compensation, and Liability Act (CERCLA), which uses same definitions of "disposal" and "transportation" as RCRA). Also, Chevron had actual knowledge of the contamination at its property and failed to adequately address that contamination and thus allowed the contamination to further spread both during its pumping of groundwater at the site and by migration in the sewer, groundwater, and soil vapor at and emanating from the Site.

Also, considering the fact that the two plumes of contamination, one emanating from each of the subject properties, are commingled and indivisible, and have moved at least into part of the surrounding residential neighborhood, we request that the RWQCB define the "Site," for purposes of the tentative orders, to include the environment, including soil, groundwater, and vapor, and buildings, and any location at which hazardous substances, hazardous materials, or solid waste has come to be located or may be threatened with such contamination, including the Schaeffer Property, the surrounding neighborhood, and within the 1600-1700 blocks of Contra Costa Boulevard, Pleasant Hill, California. This definition corresponds with the comprehensive definition of "facility" under CERCLA § 101(9), as incorporated into the California Hazardous substance Account Act (HSAA) definition of "Site." Cal. Health & Safety Code § 25323.9.

We have attempted to keep our comments to a minimum in the hope that the necessary investigation and remediation by the named parties will commence sooner rather than later. Furthermore, we thank the RWQCB for its efforts to require many of the responsible parties to complete the necessary investigation and remediation.

Very truly yours,

John R. Till
PALADIN LAW GROUP® LLP

Enclosures:
Comments by EnviroAssets, Inc.

August 4, 2014

Kevin Brown
San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, Ca 94612

RE: COMMENTS ON Transmittal of Staff Report and Tentative Orders – Site Cleanup Requirements for 1643 Contra Costa Boulevard and 1705 Contra Costa Boulevard, Pleasant Hill, Contra Costa County

Dear Mr. Brown:
This letter provides comments on the Tentative Orders for the sites listed above. These comments have been kept to a minimum to allow the process to move forward and in anticipation of the additional investigation activities outlined in the orders.

1643 CONTRA COSTA BOULEVARD

C1 On page 2, first paragraph, the Tentative Order states that "the plume currently extends beneath a residential subdivision to the north of the shopping center". We note that the plume also extends beneath commercially zoned properties north of the shopping center.

C2 On page 2, third paragraph, the Tentative Order notes that "[a]ccording to GVP" after March 1991 "the dry cleaner became a "drop-off" and clothes were cleaned at an off-Site facility". The paragraph does not note that dry cleaning equipment with solvent remained on the site until at least 1999. The continuing presence of the charged equipment suggests a significant potential that an existing dry cleaning business would have continued to utilize its equipment, and if not, that mothballed equipment charged with solvent present a significant continuing risk of release with an increased risk that proper maintenance would not occur.

C3 On page 9, bullet number 19, the Tentative Order notes that the Water Board held a public meeting, and "heard and considered all comments pertaining to the proposed site cleanup requirement for the Site". The date for that meeting should be provided in the Tentative Order.

1643 CONTRA COSTA BOULEVARD AND 1705 CONTRA COSTA BOULEVARD

C4 We note that the Water Board chose not to include the Central Contra Costa Sanitary District (CCCSD) as a discharger in either Tentative Order. This decision is based on conclusions provided in the attached Staff Report that concluded "there is no direct evidence the leakage contributed substantially to the creation of the CVOC [chlorinated volatile organic compounds] commingled groundwater plume". This conclusion appears to be based largely an increasing gradient of concentrations of soil vapor proximate to manhole M46 and "[f]ate and

transport modeling (PES Environmental, Inc., 2013)". We note the following significant flaw in these observations:

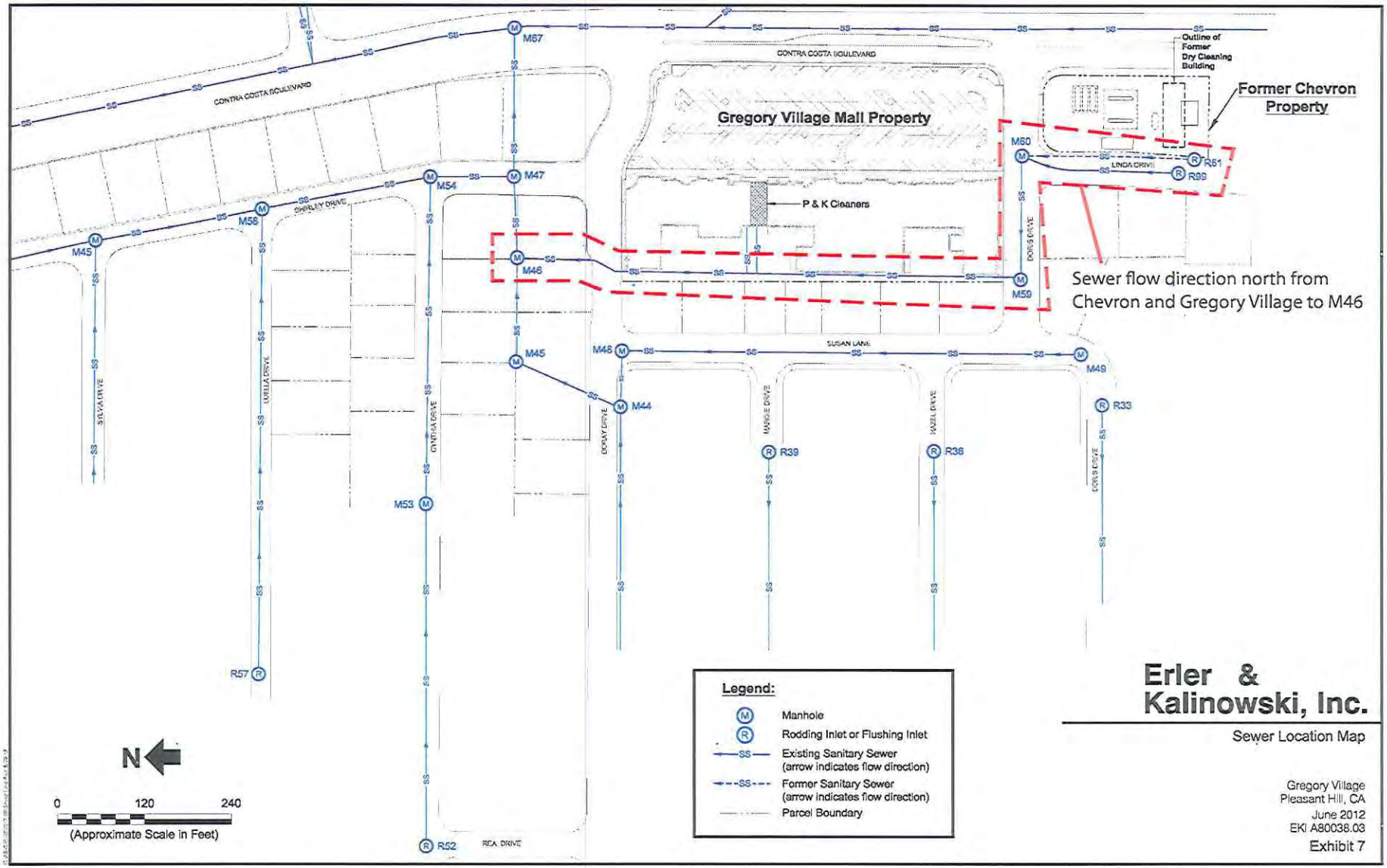
- Groundwater depths in shallow groundwater in the vicinity of manhole M46 are variable and intermittently in direct contact with the sewer system. Therefore, the depth that chemicals would have escaped from the sewers in the vicinity of M46 and the depth of groundwater is equivalent. Additionally, both pure solvent and solvent vapor are heavier than water and air and are known to migrate down to hydrogeological contacts including capillary zones. These physical facts place elevated concentrations from sewer releases at the same elevation as groundwater and undermine the conclusion that "the highest concentrations of PCE in soil vapor samples were at lower depths near the groundwater table, indicating that shallow groundwater is the likely source of the CVOCs rather than the soil surrounding the sewer lines".
- There is no question that concentrations of contaminants of concern ("COCs") are elevated in the downgradient residential area and specifically in soil gas around manhole M46. However, concentrations of soil gas taken upgradient of M46 and downgradient of the shopping center do not show similar concentrations. In its May 28, 2013, letter, PES concludes that there is a "continuing, unremediated source of PCE" upgradient of the residential neighborhood and specifically well MW-8 which lies upgradient of sewer manhole M46 and uses fate and transport modelling to suggest that the elevated concentrations of contaminants of concern within the residential area downgradient "are consistent with contaminant transport mechanisms acting on a PCE release at the former P&K Cleaners". However, fate and transport modelling with a continuing source anticipates a continuous plume and cannot account for the contaminant distribution at the site where significant downgradient contamination leapfrogs portions of the plume that lie closer to the presumed source. Instead, this type of contaminant distribution suggests a secondary release point, such as the vicinity of manhole M46. The Water Board is requiring the dischargers to perform a conduit study "to evaluate the role of subsurface utilities in the migration or accumulation of CVOCs in the subsurface" among other additional investigations. We believe that it is premature for the Water Board to conclude that the Central Contra Costa Sanitary District (CCCSD) is not a Discharger based on these facts and the ongoing development of site information.

C5 The Tentative Orders and Staff Report to not specifically address that the sewer line conveying wastewater from sewer laterals at the Chevron and Gregory Village properties flow, as shown on the attached map (EXHIBIT A), from R99 and R61 (R61 is a historical manhole location) through M60, M59, M46, M47 and to M67. Manhole M46 serves as a junction, immediately adjacent to the Schaeffer Property, with a sewer line conveying wastewater from the residential neighborhood upstream of M45. The Gregory Village and Chevron sewers flow in a northerly direction to M46, as shown on the attached exhibit.

Respectfully,

Michael Harrison, P.E.
EnviroAssets, Inc.

EXHIBIT A



RWQCB008881
JANUARY 23, 2013

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ROGER S. BAILEY
General Manager

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(510) 808-2000

ELAINE R. BOEHME
Secretary of the District

August 4, 2014

Via E-mail & U.S. Mail

Mr. Bruce Wolfe
SAN FRANCISCO BAY REGIONAL WATER QUALITY CONTROL BOARD
1515 Clay Street, Suite 1400
Oakland, CA 94612

SUBJECT: STAFF REPORT AND TENTATIVE ORDERS - SITE CLEANUP REQUIREMENTS FOR 1643 CONTRA COSTA BOULEVARD AND 1705 CONTRA COSTA BOULEVARD, PLEASANT HILL CONTRA COSTA COUNTY

Dear Mr. Wolfe:

Central Contra Costa Sanitary District (CCCSD) appreciates the opportunity to comment on above-referenced Tentative Site Cleanup Requirements for 1643 and 1705 Contra Costa Boulevard (Tentative Orders) and associated Staff Report.

CCCSD supports the findings and requirements in the Tentative Orders in their entirety and recommends that the Regional Board adopt the Tentative Orders as drafted. In addition, CCCSD recognizes the Regional Board staff's thoughtful and reasoned consideration of the issues in Section VI of the Staff Report. CCCSD appreciates and agrees with staff's determination that CCCSD should not be named as a discharger on either Tentative Order.

CCCSD has a few suggestions to augment the conclusions in Section VI of the Staff Report. In addition to the technical evidence supporting why CCCSD's sewers did not contribute to the groundwater plume, we recommend that the Board expound upon the policy reasons why CCCSD should not be named as a discharger.

- It is not in the public interest to require a sewer agency charged with providing an essential public health service to investigate and clean up environmental contamination that it did not cause, merely because it provides sewer service to the businesses known to have caused the contamination.

- Naming CCCSD as a discharger on the Tentative Orders would have serious implications for CCCSD and other sewer agencies in the state, as well as for their ratepayers. It is now well-known that the historic discharge of volatile organic compounds from dry cleaners has contaminated soil and groundwater across the state. It is also well understood that where there are drycleaners, there are typically public sewers serving them and these sewers use traditional non-plastic sewers that invariably develop some cracking and other imperfections over time. If the mere presence of these anticipated imperfections results in Regional Boards' naming the sewer agencies in clean up orders, this approach would inculpate nearly every urban public sewer agency, even those that diligently repair and maintain their sewers at or above industry standards for high performing agencies.

- Public sewer agencies statewide would face enormous liability for such contamination events without regard to traditional legal theories concerning fault. Ultimately the burden of paying for many cleanups would fall on the purported "deep pocket" of these agencies' largely anonymous ratepayers. Surely it is not sound public policy to place the financial responsibility for responding to contamination from commercial business operations on the public ratepayers merely because sanitary sewer service was provided Public sewer agencies should not bear the burden of remediating contamination from private parties unless there is a substantial showing that an agency failed in its basic obligation to properly operate and maintain its sewer collection and treatment facilities.

CCCSD respectfully requests that the Regional Board consider these issues and incorporate public policy considerations in its Staff Report to support the important decision in these Tentative Orders. If you have any questions or would like to discuss any of these comments, please feel free to contact Environmental Compliance Superintendent Tim Potter at 925-229-7380 or tpotter@centralsan.org.

Sincerely,

Roger S. Bailey
General Manager

cc: Kent Alm
Jean-Marc Petit
Danea Gemmell
Tim Potter

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ELAINE R. BOEHME
Secretary of the District

September 10, 2014

Mr. Bruce Wolfe
CALIFORNIA REGIONAL WATER
QUALITY CONTROL BOARD
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612

TENTATIVE ORDERS FOR SITE CLEANUP REQUIREMENTS FOR 1643 CONTRA COSTA BOULEVARD AND 1705 CONTRA COSTA BOULEVARD – PLEASANT HILL

Dear Mr. Wolfe:

On July 2, 2014, the San Francisco Bay Regional Water Quality Control Board (RWQCB) transmitted Tentative Site Cleanup Requirements for 1643 and 1705 Contra Costa Boulevard (Tentative Orders). The deadline for submitting written comments was August 4, 2014, and the Central Contra Costa Sanitary District (District) filed general comments on that date. On August 25, 2014, the RWQCB authorized a second written comment period to allow interested parties an opportunity to provide additional comments or to rebut any previously submitted comments by other parties. The District therefore submits this letter to rebut technical comments submitted by Gregory Village Partners, LP (GVP) on August 4, 2014. A separate letter from District Counsel is being submitted to rebut GVP's legal comments as well.

After more than one year of reviewing extensive documentation filed by both the District and GVP, the RWQCB staff determined that there is insufficient data to support naming the District as a discharger on the Tentative Orders. In its August 4, 2014 comments, GVP repeated old technical arguments in order to criticize the RWQCB staff's analysis in the Staff Report. Although the District believes the evidence it previously submitted to the Regional Board speaks for itself, the District finds it pertinent to correct and clarify these issues for the Regional Board prior to the hearing scheduled for November 11, 2014. As explained herein, the RWQCB staff's determination to forgo naming the District as a discharger was technically justified.

The RWQCB staff identified four criteria to consider whether to name the District in the two Tentative Orders and correctly found that the four criteria were not met when they decided not to name the District in the Orders at the two Sites. Firestone claims that all four criteria were met without providing any new information to base this claim. The four criteria are presented below.

1) ***There was a release from the sewer main that contributed to the plume.***

The records and data document that the sanitary sewer system serving the two Sites did not release any significant quantities of perchloroethylene (PCE) or other chlorinated volatile organic compounds (CVOCs) that substantially contributed to the plume. However, the data does document known releases from the dry cleaning operations at the two Sites; the off-site migration is consistent with these known release sources and the groundwater direction and rate. The District is not saying that sanitary sewer systems have never leaked, but the condition of the sewer system serving the two Sites is rated at good to excellent and there is no substantial evidence in the record that it contributed as a material factor to the releases causing the environmental contamination.

2) ***The sewer owner/operator knew of leaks and failed to repair them.***

The District responded to conditions observed within the sanitary sewer system in a timely manner. Furthermore, there is no evidence that the District had knowledge of leaks and failed to respond appropriately.

3) ***The sewers were in poor condition and/or were not maintained.***

No reliable evidence has been produced that the sewer system serving the two Sites were either in poor condition or not properly maintained. To the contrary, all reliable information suggests that during all relevant times, the sewers in question were at a minimum in good condition, if not in excellent condition. Furthermore, the Ten Year Progress Report summarizing the District's collection system maintenance practices for the period from 1973-1982 present in the RWQCB's files, documents a proactive collection system maintenance program with performance measures that exceed the current level of service for many sanitary sewer collection system operators. (Attachment 1)

4) ***The sewer owner/operator was aware of/or permitted discharges into a leaking sewer.***

There is no evidence that the District was aware of any discharges or permitted any discharges into leaking sewers. Since 1953, the District's ordinances established narrative and numeric limits to control discharges of significant concentrations of PCE and other CVOCs into its sanitary sewer system. The standard wastes generated by dry cleaning operations would significantly exceed the numeric discharge limits and violate the narrative limits as well. If the two dry cleaning operations at the two Sites discharged wastewater in compliance with the ordinance standards, any incidental releases of wastewater from the District's system could not have significantly contributed as a material factor to the releases to the environment.

Rebuttal to August 4, 2014 letter submitted on behalf of GVP by Edward Firestone

Firestone and the GVP consultants continue to misrepresent the District's sanitary sewer maintenance and regulatory programs to characterize the District in unfavorable light. These efforts attempt to shift the cost burden of investigating and remediating the release of PCE from its property to the District's ratepayers.

Primarily, the additional information provided by GVP is the declaration by Bonneau Dickson, a Registered Professional Engineer, who identified that his opinions were based on reviewing specified documents provided by GVP. In general, Dickson uses generic statements about what could happen in a sanitary sewer collection system to implicate that it did happen in the District's sanitary sewers serving the two Sites. In essence this repeats the unsubstantiated claims previously made by GVP representatives in prior submittals.

In his declaration, Bonneau Dickson did not accurately identify the District staff who submitted the May 28, 2013 Response to 13267 Letter Questions. Mr. Dickson identifies the letter he reviewed was from Tim Potter, who was signatory to the letter, but he fails to identify that Curtis Swanson also signed and stamped the May 28, 2013 letter with his Professional Engineer stamp. Curt Swanson is a Registered Professional Engineer, who retired from the District in March 2014, with more than 33 years of experience with the District working on sanitary sewer collection system design, construction, maintenance and operations, as well as responsibility for the development of the District's Standard Specifications while serving in the Environmental Services Division. He worked for the State Water Resources Control Board for three years prior to joining the District. Curt Swanson is at least as experienced as Mr. Dickson; however his conclusions are decidedly different.

Dickson Opinion #1 – Gravity sewers never were and still are not designed or constructed to be free of leaks.

To summarize Dickson's opinion, he focuses on the joints of vitrified clay pipe (VCP) and refers to an article discussing problems with VCP during the 1940s and 1950s. Dickson states that "little attention was paid to leakage in sewers until after World War II" and "that problems of infiltration is widespread." This argument seems to imply evidence that sewer systems made of VCP leaked and that infiltration equates to exfiltration of water and CVOCs.

Properly installed sanitary sewer pipes using VCP create an effective gravity sanitary sewer system to convey wastewater to the treatment plant. Properly installed VCP joints establish a liquid tight seal to support this conveyance. The seal of the VCP joints is documented during the pressure testing of the system, before the District accepts the installation of new pipes into its system (addressed below). The District is not saying that VCP joints do not fail, but the available evidence demonstrates that the VCP pipes from the original installation, have not failed. The sewers serving the dry cleaning operations in the two Sites were not built before World War II therefor the referenced article is not relevant. The issue of infiltration versus exfiltration is addressed in response to Dickson Opinion #3 below.

Dickson Opinion #2 – Immediately after the sewers were installed in the area of the Gregory Village site and the Chevron site ("sites"), it is likely that the sewer lines sagged and joints failed.

Dickson's opinion is based on three generic concepts. The first is that "it is well known in geotechnical engineering that most of the settlement of recompacted soil takes place in the first year after construction"; the second that "the type of joints used… during the era when the sewers were brittle and would crack and leak if there was the slightest movement of the pipes"; and third that "tree roots very rapidly search out sewer pipes as a source of water and nutrients."

Based on the District's extensive experience installing, maintaining and repairing sanitary sewer pipes, the District does not concur with Dickson's opinion that defects and failures that are currently present in a sewer system are likely to have occurred within one to three years after their original installation. As recorded in the District's prior submittals, more than sixty years after their installation, the sanitary sewer lines serving the two dry cleaning operations at the two Sites are currently rated as being in good to excellent condition with few minor defects. The recorded defects include two minor sags, hairline cracks, and only one failure that apparently occurred after a GVP contractor attempted to drill a bore hole in September 1997 that damaged the District's sanitary sewer pipe. The truism presented by the District in the 5/28/13 submittal that sanitary sewer are in the best condition when they are newer is important when considering the current good to excellent condition of the District's lines serving the dry cleaners.

Defects and failures of sanitary sewer pipes occur for a variety of reasons (e.g. environmental, chemical, anthropogenic); some are short-term in their formation while others take many years to form. Settlement of re-compacted native soil used as bedding material will occur but to assume that it does so in a manner that causes all VCP joints to fail within a year is unfounded and does not consider the current condition of the District's pipes serving the two dry cleaning operations at the two Sites. Finally, there is no evidence of root intrusion. In fact by looking at a map, it is clear that these sewer lines are predominantly in the street and parking areas, under impervious surfaces. Based on the current CCTV records, root penetrations into the VCP pipe is minimal or non-existent.

Dickson Opinion #3 – The sewers in and around the sites are certain to have had significant infiltration of groundwater and exfiltration of waste from inside the sewers beginning from time they were built through this day.

Dickson's opinion is that the pipes were installed with a high leakage allowance due to the District's allowance for infiltration when designing the capacity of sanitary sewer lines. It also references many VCP joints, the nature of VCP as brittle, use of poor gasketing material, and unglazed VCP would allow vapors to pass through the pipe walls. The opinion also claims the slope of the sanitary sewer lines serving the Sites are flat resulting in build-up of solids damming the wastewater flow.

The hydrostatic and air testing methods used by the District, and other wastewater collection system agencies, are pressure tests of new lines to ensure proper construction. The pressures created during these tests do not exceed the pressures occurring during operations of a gravity sewer system. Routine peak flows through sanitary sewers is approximately half the liquid

level used for the construction testing and exerts minimal pressure on the pipe walls. Even when a pipe is surcharging, it will not experience the same pressures used in the pressure tests because the lines will overflow through manholes and other outlets before the additional head used in hydrostatic testing is realized. In summary, to claim that the pressure tests' tolerance levels used by the industry to assess the integrity of new pipes represents a leakage rate during use misinterprets the application of the test procedure and is in error.

Early District Standard Specifications reference infiltration, although the allowance was for an inflow/infiltration (I&I) rate for the design of sanitary sewer collection system capacity. It is prudent engineering practice to allow for I&I and can be considered as a factor of safety in the sizing criteria and recognition that over time there will be I&I in the system. Allowing for infiltration in design capacity does not mean that infiltration will occur for all sanitary sewer pipes at that rate. Infiltration frequently occurs when pipes are below groundwater and where water percolates past the pipe and the seal of the pipes are significantly compromised (e.g. off-set joints, significant cracks/breaks). Industry estimates of 30-50% for I&I allowance is due to private laterals that are connected to the sewer collection system and for which the District is not responsible.

Equating infiltration to exfiltration oversimplifies the conditions present in sanitary sewer lines and is not accurate. Water flows in the path of least resistance. For example, when pipes experiencing infiltration are submerged under groundwater, pressure from outside the pipe forces water into the sanitary sewer pipe so the wastewater inside the pipes will typically not flow out of the pipes through these same openings. When these same pipes are not submerged in groundwater (e.g. lower water table during dry season), the previous pressures, present from the outside when they were submerged, do not exist with the wastewater flowing by gravity inside the pipes.

Medium to high volume and velocity in the collection system will affect the tendency for wastewater to leak through significant breaks in the seals of the collection system pipes (e.g. off-set joints, significant cracks). No such conditions are present in the line segments serving the two Sites.

While there are cracks present in the sanitary sewer pipes serving the two Sites, they are hairline cracks located above the standard flow level of wastewater and they do not pose a threat to the structural integrity of the pipes. The presence of hairline cracks will not result in wastewater leaking out of the pipes under standard conditions. Even larger cracks located above the standard flow level in the pipe will not leak under standard conditions. A properly designed and maintained gravity system provides a path inside the pipe to enable wastewater to flow to the treatment plant and not leak to the environment. The path of least resistance is inside the pipe which is not under pressure to leak out of the pipe.

The experience of the District's Collection System Operations staff when responding to a repair of a significantly damaged sanitary sewer pipe, is that the soil around pipes being repaired is often dry, or moist for only several inches to feet around the pipe indicating that despite the need for an emergency repair the amount of sewage leaking from the damaged pipe is relatively minimal. This empirical observation is made when there's been a significant failure in the line prompting the emergency repair so to assert that properly functioning sanitary sewer lines routinely leak wastewater and wastes is without merit.

The opinion's claim that PCE vapors are prone to passing through the walls of vitrified clay pipes is theoretical and does not consider the conditions of a gravity sewer system. A gravity sewer system is open and has flowing liquid present during most of the day. In order for PCE vapors to pass through the pipe material, the pressure of the PCE vapors would need to build up so that pressure is created to force the PCE vapors to permeate the pipe material. As long as there is open space in a sanitary sewer collection system (as is the case with a properly functioning gravity sewer system), the PCE vapors will fill that space before enough pressure is built up to leak into the environment. The flow of water in the gravity sanitary sewer system also creates a draft of air that would evacuate any accumulated PCE vapors that were present, which would not allow the PCE vapors to accumulate and build up pressure.

If vapors passively pass one way through a pipe material, they would passively pass the other way through the pipe material. GVP's consultant's,(EKI) documents record the presence of PCE vapors in the environment near the sanitary sewers serving the two Sites which would result in the vapors passing through the pipe walls into the District's pipes if Dickson's opinion were valid. EKI conducted an assessment of the condition and operations of the District's sanitary sewer system in 2009. This assessment including measuring the atmosphere inside the manholes of the sanitary system serving the Sites and the nearby neighborhoods for CVOCs, including the areas subsequently documented to have soil vapors containing high levels of PCE. As recorded in the report filed by EKI, these atmospheric monitoring results were all non-detect indicating that the PCE vapors do not readily penetrate the walls of VCP of the District's sanitary sewer system serving the two Sites and the surrounding neighborhoods.

The claim that the slope of sanitary sewers serving the two Sites are flat which would result in accumulation of solids creating small dams in the system does not reflect the actual conditions in the District's collection system. The sewers serving the two Sites have slope and they function properly. As-built plans show half a percent slope for the sanitary sewer pipes in the area. Closed Circuit Television (CCTV) records show that wastewater flows unobstructed through the pipes serving the two sites. The maintenance frequency set for routine cleaning intervals for the lines serving the two Sites is scheduled at the least frequent cleaning interval which reflects standard operating conditions and not a buildup of solids or obstruction of these lines.

Dickson Opinion #4 – The design and installation of the CCCSD sanitary system in the area of the two sites makes sewer maintenance and sewer cleaning difficult.

Dickson's opinion is the length and jog in the District's sanitary sewer segment between MH59 and MH46 is longer than current District standards and could hamper maintenance. The opinion also references a 1977 District maintenance record for the line segment in Linda Drive that was subsequently abandoned.

This assertion is unfounded and there is no institutional history to support the claim. The District operates a high quality, effective sanitary sewer collection system operation and maintenance program. The program's performance exceeds most industry standards which is reflected in the extensive program and individual awards received over the past 26 years The District's commitment to operating an excellent collection system maintenance program preceded the time period when the award processes were started.

Many older line segments of the District's sewer system do not meet all current standards (e.g. longer distances between manhole structures). While longer sewer lines are not desirable, our cleaning crews have not had problems cleaning this line by accessing from the upstream and downstream manholes. Such lines are periodically evaluated and scheduled for replacement or spot repair (e.g. installation of manhole structures) if there are any problems with operations or access to conduct routine maintenance. These lines serving the two dry cleaning operations including the line between MH59 and MH46, have not experienced operational problems nor posed problems with access to conduct routine maintenance so they have not needed replacement or spot repairs to install additional manholes.

Although Dickson's reference to the 1977 maintenance record is not related to the opinion's content on the design and installation of the District's sanitary sewer system, it illustrates the District responsiveness to repairs based on site conditions. The 1977 maintenance record assigned a construction crew to install a "T" to allow a customer from across Linda Drive to connect to the District system running along the western edge of the Chevron property. The work order notes the condition of pipe and records the repair of six feet of pipe as part of the job. It is the District's routine practice when conducting spot construction to existing lines is to chase up the line until good pipe is reached to ensure the work performed was connecting to good pipe. Based on the record's dimensions, work would have been under the sidewalk where the old sewer line was located. It is not clear when the damage to the pipe noted in 1977 occurred. This repair does not represent substantial evidence that the condition of the pipe was a material factor causing release to the environment.

Dickson Opinion #5 – The sanitary sewer industry generally accepts as true the mechanisms described in Izzo report relating to release of PCE from sewer lines.

Dickson's opinion is not clearly established. The opinion cites the five mechanisms for potential releases of PCE from sanitary sewers presented in the Izzo report and quotes a phrase from the report regarding the author's assessment regarding infiltration in sanitary sewer pipes can result in exfiltration.

The sanitary sewer industry does not accept as true the five mechanisms for PCE to release from sanitary sewers identified in the Izzo report. Such blanket acceptance would result in sanitary sewer collection system operators being liable for cleaning up all PCE releases from sites that have a connection to a sanitary sewer system, as GVP is attempting to do in this case. The Izzo report was useful in describing situations in a few Central Valley communities to respond at that time to relatively recently discovered PCE releases that were impacting critical drinking water wells for the communities. Although the Izzo report identified that PCE could be released from sanitary sewers via five mechanisms, this does not demonstrate a PCE release from sanitary sewers, absent the conditions present in the communities evaluated as part of the study. The condition of the District's sanitary sewer system serving the two dry cleaning operations at the two Sites does not have the same structural defects found in the systems evaluated in the Izzo report. In addition, the District's maintenance program was significantly more prophylactic than those operated by the Central Valley communities evaluated in the Izzo report.

Dickson Opinion #6 – The CCCSD operations and maintenance ("O&M") program always was and still is designed to keep the wastewater flowing through the sewers but not to prevent leaks from the sewer system, unless the leaks are significant or catastrophic.

Dickson's opinion claims that a maintenance program that strives to keep wastewater flowing through the pipes is not oriented toward fixing leaks in sewers, claiming that defects in the system equate to blockages. The opinion goes further to claim that the District allowed PCE from dry cleaners to be discharged that could account for concentrations of PCE in the environment.

This opinion misses the point regarding the purpose of a repair and maintenance program, Keeping the sewers flowing through the system to the treatment plant by correcting defects and cleaning pipes results in elimination of conditions that may lead to the greater opportunity for leakage. A proper operating sewer system minimizes the potential for blockages resulting in overflows of untreated sewage that can pose a public health threat or result in property damage claims. As previously noted, a sewer system with flowing wastewater is not prone to leaking, absent major structural defects, which are not present in the sanitary sewer lines serving the two Sites. The District's collection system maintenance program historically conducted prophylactic cleaning procedures to ensure wastewater flows through the sewer pipes without obstruction, as much as possible and continues with this emphasis. The District would be remiss if it did not operate its collection system maintenance program in this manner.

Dickson's opinion does not accurately reflect the CCCSD maintenance records on file. Conditions that result in defects that could leak wastewater from the pipe segments are addressed in a timely manner. The District has used CCTV, since it was available for use by the sewer industry in the early 1970s, to assess the condition of potential problem lines. The District responded to identified problems by either conducting spot repairs using the Collection System Operations' crews or scheduling the lines for replacement or upgrade through the District's Capital Project program. Using the Ten Year Progress Report data, the District regularly completed spot and structural repairs to ensure the system continued functioning properly.

The opinion makes a simple claim that defects noted in the GVP July 3, 2012 letter resulted in blockages of the system causing leakages without any data to support the opinion. The GVP letter was based evaluation of the District's maintenance records and there were no defects recorded that resulted in blockages of the lines serving the two Sites in these maintenance records. The incident involving the line under Doray Drive occurred many years after the dry cleaners at the two Sites ceased on-site dry cleaning operations and was apparently caused by GVP's contractor (see response to opinion # 2 above). None of the other defects referenced in the maintenance records for the lines serving the two dry cleaners at the two Sites would result in blockages.

The District acknowledges that the numeric discharge limits present in the different ordinances from 1953 to present do allow very low concentrations of PCE and other CVOCs to be present in wastewater discharged to the District's system. The discharge limits were set at such low levels that a discharger would have to treat the wastewater (e.g. activated carbon) to meet them or the source would have to from an incidental exposure of the wastewater to the CVOC. The District has consistently identified that the concentration of PCE present in all wastes and

wastewaters generated by dry cleaning operations would exceed all the discharge limits and violate all the narrative prohibitions present in all the District ordinances beginning in 1953.

Dickson correctly identifies the solubility constant for PCE to be 150,000 ug/L (ppb or 150 ppm) and he also correctly identifies that this concentration would likely be present in the separator water generated by dry cleaners which would be the least contaminated waste generated. Using the highest discharge limit in effect during the dry cleaners operations at the two Sites (0.5 ppm PCE), a discharge of separator water with a concentration of 150 ppm PCE would exceed by more than 150 times the District's discharge limit. Using the more conservative discharge limit in effect during 1974 (0.002 ppm), the separator water would exceed the limit by 75,000 times. Discharging pure PCE would exceed the discharge limits by even more orders of magnitude.

In addition, District ordinances required dischargers, of such pollutants as CVOCs, to obtain wastewater discharge permits to authorize the discharge of process wastewater to the sewer system. No dry cleaners, including the two dry cleaning operations at the two Sites, applied for, nor were issued, such permits. Because the discharge of all dry cleaning wastes would have been illegal under the District's ordinances, the District has used the term "prohibited" to describe the regulatory standards in place to control discharges of CVOCs during the time period the two dry cleaning operations at the two Sites were open for business.

The opinion hypothesizes a scenario of dry cleaners discharging illegal concentrations of PCE from the two Sites to the District's system and then using the hydrostatic pressure test's tolerance rate (addressed in response to opinion #3 above) to assume a leakage rate for all these solvent discharges to release from the sewer pipes to opine that the District's sanitary sewer pipes could be responsible for the environmental concentrations identified to date. The opinion does not evaluate any specific data available for the two Sites when offering this hypothesis. Keith O'Brien, a Registered Geologist with extensive experience investigating and remediating groundwater contamination incidents, provided a comprehensive assessment of the environmental contamination at the two Sites which was included in the District's May 28, 2013 letter as Attachment A. O'Brien concludes that all the environmental data is consistent with the off-site migration of contaminated plumes from the known releases of the two dry cleaning operations. O'Brien further concludes that the available environmental data does not demonstrate the District's sanitary sewer collection system contributed to the release of PCE and other CVOCs analyzed.

Moreover, Opinion 6 contradicts Dickson Opinions 1 and 3 which claim sewers are designed to leak. If sewers were actually designed to leak and a sewer maintenance program was supposed to prioritize repairing leaks, then sewer maintenance programs would need to replace sewer lines as soon as they were installed. In fact, none of these opinions are accurate with regards to sewer collection systems generally and the District's collection system design, construction, and maintenance standards and programs specifically.

Dickson Opinion #7 – Varying flows of waste due to minor or major blockages in the CCCSD sewer system could have forced chlorinated volatile organic compounds (CVOCs), either in pure or dissolved state, upstream into other branches of sewer system.

Dickson's opinion is based on hypothetical conditions qualified by the use of "likely" and "could have" in the discussion. It is overly simplistic and not based on the actual conditions present in the sewer system. In order for a blockage in the pipes to result in a backup of wastewater from the two Sites into the northern neighborhoods, the blockage would have to be either, the relatively short length of 15 inch pipe downstream of the pipe coming from Shirley Drive before it enters the larger pipe in Contra Costa Boulevard, or a blockage in the pipe in Contra Costa Boulevard downstream of the 15 inch pipe serving the two Sites and the surrounding neighborhoods. Blockages in pipes 15 inch and larger is rare and considered major events, since the volume of wastewater and the number of customers involved is significant. There are no records or historic knowledge of such backups occurring in these lines.

Even if such blockages did occur, the speculation that CVOCs would be transported into the northern neighborhoods would require conditions to exist that contradict the specific site conditions present in the CCCSD collection system serving the area. The line serving the northern neighborhood enters the 15 inch line well above the level of standard flow (approximately 4-6 inches from the standard wastewater flow level). Any pure CVOC product will be heavier than water and remain in the bottom of the pipe while the pipe would fill due to blockage downstream. This drop would preclude pure product from reaching the level of the pipe coming in under Shirley Drive. Additionally if pure product were present in the 15 inch line under a blockage condition, it would start to back up in the bottom of the 15 inch line putting the neighborhoods to the west at risk of a release, before it could start flowing into the sanitary sewer lines serving the northern neighborhoods. There is no existing environmental data identified of such a release in the western neighborhoods.

Dissolved CVOCs could theoretically be present in liquid that would back up into the northern neighborhoods causing the liquid level to rise in the 15 inch pipe above the level of the pipe entering from Shirley Drive. This concentration would be very dilute, as a result of mixing with uncontaminated wastewater from all upstream sources of the northern and western neighborhoods. Therefore, the same theoretical contaminated wastewater could fill the pipes throughout most of the northern and western neighborhoods, creating the same risk of leakage throughout the area. Again, existing environmental data does not identify any leakage occurring.

Dickson Opinion #8 – *Vapor in the sewer lines, including PCE vapor, can move preferentially upstream in sewers and/or in the backfill around the sewers.*

This opinion identifies a condition that can exist in sewer systems generally but does not identify the specific conditions of the sanitary sewers serving the two Sites. The physical conditions associated with the presence and movement of PCE vapors in sewer pipes is identified in the response to Opinion #3 above. The opinion does not consider the GVP consultant findings in 2009 that no CVOCs were detected in the manholes assessed throughout the area, including areas near where high soil vapor concentrations were subsequently recorded. The opinion does not consider that the presence of detected soil vapor

results are all within the contaminated plume migrating from the known dry cleaning operations' releases as reported by Keith O'Brien.

In conclusion, the District has always and continues to take its responsibility seriously to operate a highly quality, effective sanitary sewer collection system and treatment plant that meets or exceeds industry standards. There is no substantial evidence in the record that demonstrates the District's operation and maintenance of the sanitary sewer system was a material factor for releases from the two Sites. Even under the most extreme hypothetical circumstances regarding significant leakage from the District's collection system, the levels of contamination present at the two Sites could not have been caused from the District's system if all discharges complied with the District's strict ordinance requirements. The RWQCB staff affirmed this position when they determined that there is insufficient data to support naming the District as a discharger on the Tentative Orders. The District appreciates the sound professional judgment by the RWQCB staff in assessing this complicated issue. Please contact Danea Gemmell at (925) 229-7118 or Tim Potter at (925) 229-7380 if you have any questions or would like more information on this case.

Sincerely,

Timothy Potter
Environmental Compliance Superintendent

Danea Gemmell, P.E.
Environmental Services Division Manager

FOR

Roger S. Bailey, P.E.
General Manager

Attachment – CCCSD Ten Year Progress Report to RWQCB

cc: Kent Alm, District Counsel
Kevin Brown, RWQCB

CENTRAL CONTRA COSTA SANITARY DISTRICT

Collection System Operations

Reference Material For

California Regional Water Quality Control Board

April 1983

CENTRAL CONTRA COSTA SANITARY DISTRICT

District and Collection System
Fact Sheet

Size	64 sq. miles	Suburban and semi-rural areas in the central portion of Contra Costa Cour
Population	220,000	

Miles of District maintained pipeline	1,051
Miles of Private system	1,041
Sewer structures	21,143
System value as of June, 1982	$123,754,378.00
Connections to the system	70,164

C.S.O. Department staff	46
C.S.O. O&M Budget	$2,333,020.00
C.S.O. Capital Investment in Equipment	$1,200,000.00
C.S.O. Capital Investment in Facility	$1,750,000.00
C.S.O. O&M Cost per mile of pipe	$221.00

Ten Year Progress Report

1973 - 1982

	1973	1974	1975	1976	June, 1977	June, 1978	June, 1979	June, 198
SEWER SERVICE CALLS								
Special	134	120	184	191	186	192	169	14
Plug Sewer Calls	405	372	466	488	480	400	306	31
Plugged Sewers	303	223	177	255	275	233	180	21
TOTAL:	842	715	827	934	941	825	655	68
SEWER CLEANING FOOTAGE								
Hand Rod Footage	98,411	182,090	75,727	52,316	99,181	161,233	97,524	109,175
Sewer Rodder Footage	400,555	546,354	488,888	501,090	529,179	710,149	542,131	930,928
Bucket Footage	12,197	59,738	17,423		58,573	2,011		
Root Line (Hand)	160,622	115,313	117,114	75,871	110,250	86,550	61,003	71,116
Root Line (Rod)	419,077	359,438	608,729	676,763	576,217	627,837	505,887	537,999
Hydroflush	.692,970	973,248	906,882	1,039,314	808,610	918,849	961,177	917,024
Balling		901						
Vapo-Root Footage	11,981				2,695		33,579	62,067
TOTAL:	1,795,813	2,237,082	2,214,763	2,346,654	2,104,705	2,506,629	2,201,301	2,628,309
REPAIRS & REHABILITATION								
Structure Repairs	214	264	325	417	415	370	378	477
Line Repairs	127	145	162	159	169	116	106	63
New Structures	20	22	14	20	17	9	16	4
Sewer Connections	325	306	274	351	370	307	328	251
Utility Repairs	86	53	99	74	65	90	80	56
MONITORING AND TESTING								
TV Inspection (Exist.)	70,609	62,311	158,793	293,205	211,823	105,625	207,186	113,540
TV Inspection (New)					-	194,019	164,535	211,850
Smoke Testing	205,490	139,136	156,398	213,459	234,723			

Ten Year Progress Report

1973 - 1982

1976	June, 1977	June, 1978	June, 1979	June, 1980	June, 1981	June, 1982	TOTAL
191	186	192	169	147	108	95	1,526
488	480	400	306	319	393	534	4,163
255	275	233	180	217	212	294	2,369
934	941	825	655	683	713	923	8,058
52,316	99,181	161,233	97,524	109,175	161,012	227,881	1,265,050
501,390	529,179	710,149	542,131	930,928	1,261,665	1,047,135	6,958,874
	58,573	2,011			8,803	7,471	166,216
75,871	110,250	86,550	61,003	71,116	63,433	141,239	1,002,511
676,763	576,217	627,837	505,887	537,999	436,084	583,001	5,331,032
1,039,314	808,610	918,849	961,177	917,024	1,079,518	1,071,813	9,369,405
							901
	2,695		33,579	62,067	17,650	25,261	153,233
2,346,654	2,104,705	2,506,629	2,201,301	2,628,309	3,028,165	3,103,801	24,247,222
417	415	370	378	477	711	222	3,793
159	169	116	106	63	81	130	1,258
20	17	9	16	4	4	3	129
351	370	307	328	251	225	176	2,913
74	65	90	80	56	51	61	715
293,205	211,823	105,625	207,186	113,540	50,661	47,682	1,321,435
	-	194,019	164,535	211,850	180,634	142,229	893,267
213,459	234,723					57,514	1,006,720

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September 10, 2014

Via E-mail and U.S. Mail

Mr. Bruce H. Wolfe
SAN FRANCISCO BAY
REGIONAL WATER QUALITY CONTROL BOARD
1515 Clay Street, Suite 1400
Oakland, CA 94612

Re: Tentative Orders for 07S0132 and 07S0204
Site Cleanup Requirements for 1643 Contra Costa Boulevard and 1705 Contra Costa Boulevard, Pleasant Hill, California, Contra Costa County

Dear Mr. Wolfe:

On July 2, 2014, the San Francisco Bay Regional Water Quality Control Board ("Regional Board") transmitted Tentative Site Cleanup Requirements for 1643 and 1705 Contra Costa Boulevard ("Tentative Orders"). The deadline for submitting written comments was August 4, 2014, and the Central Contra Costa Sanitary District ("District") filed general comments on that date. On August 25, 2014, the Regional Board authorized a second written comment period to allow interested parties an opportunity to provide additional comments or to rebut any previously submitted comments by other parties. The District therefore submits this letter to rebut legal comments previously submitted by Gregory Village Partners, LP ("Gregory Village") on August 4, 2014. A separate letter is being submitted to rebut Gregory Village's technical comments as well.

After more than one year of reviewing extensive documentation filed by both the District and Gregory Village, the Regional Board staff determined that there is insufficient data to support naming the District as a discharger on the Tentative Orders. In its latest comments, Gregory Village raised new legal theories in order to criticize the Regional Board staff's analysis in the Staff Report. The District therefore finds it pertinent to correct and clarify these issues for the Regional Board prior to the meeting. As explained herein, the Regional Board staff's determination to forgo naming the District as a discharger was legally justified.[1]

[1] Please also note that the discussion below should not be construed as any admission of the District's liability or fault. The following legal arguments merely address those raised by Gregory Village.

I. Gregory Village's Assertion that Strict Liability Principles Require the Regional Board to Name the District is Unfounded.

Gregory Village argues that Water Code section 13304 is a strict liability statute, and therefore all "persons" that may fall within the breadth of the statutory definition for "discharger" must be included within the cleanup order. This simplified assertion fails for several reasons. Gregory Village's reliance on strict liability as a requirement for "mandatory joinder" of all known dischargers suggests that the Regional Board has little or no discretion in selecting which potential dischargers to name on a 13304 order. Such result stands in direct contravention of State Water Resources Control Board ("State Water Board") Policy, which expressly states that "[i]t is not necessary to identify all dischargers for the Regional Water Board to proceed with requirements for a discharger to investigate and clean up." (*Policies and Procedures for Investigation and Cleanup and Abatement of Discharges under Water Code section 13304*, Resolution No. 92-49, § I(B).) The State Water Board has also noted, "It is not the responsibility of the Regional Board to track down all possible contributors to the groundwater pollution and apportion their share of the responsibility for treating a point source discharge." (*Santa Clara Transportation Agency*, WQ Order No. 88-2.)

Furthermore, and as explained *infra*, while Gregory Village is correct in observing that "strict liability" in a general sense means liability without fault, it does not ever mean liability without causation. Indeed, causation is an explicit requirement set forth in the statutory text; for liability to attach under Water Code section 13304, subdivision (a), the Regional Board must find that the discharge at issue "creates, or threatens to create, a condition of pollution or nuisance . . . ." The evidence in the record before the Regional Board will not support a finding that alleged discharges from the District's sewer pipes created or threatened to create the solvent plume, so there is no basis to name the District.

Gregory Village's reliance on a memorandum from then-Chief Counsel William Attwater, dated April 27, 1992, to support its argument that the District is strictly liable is not well taken. The memorandum concludes that public agencies that own or operate a sanitary sewer system *may* be ordered to clean up discharges of waste from their collection and treatment systems under section 13304. Although this memorandum uses the example of PCE discharged into the sewer system from dry cleaning operations, the conclusion offers little support to Gregory Village's argument because (1) its focus is largely on whether the owner or operator of a POTW can be responsible for releases from the sewer; (2) it assumes causation; and (3) it predates the majority of State Water Board precedent that requires a finding of substantial evidence to name a discharger. The District does not dispute its ownership and operation of its collection system. However, the District has submitted a considerable amount of documentation to the Regional Board to prove that its sewer lines

did not contribute to the solvent plume, and both Gregory Village and the Regional Board staff lack substantial evidence to prove otherwise.[2]

Even under CERCLA, which establishes a strict liability scheme, the U.S. EPA is not obligated to name every potentially responsible party ("PRP") on a given administrative order. For example, when issuing a unilateral administrative order ("UAO") pursuant to CERCLA section 106(a), the U.S. EPA takes into account, *inter alia*, each PRP's financial viability and technical capability to perform the response action, as well as the PRP's relative contribution to the contamination. (See, e.g., U.S. EPA, *Guidance on CERCLA Section 106(a) Unilateral Administrative Orders for Remedial Designs and Remedial Actions*, Direction # 9833.0-1a, March 7, 1990; U.S. EPA, *Documentation of Reason(s) for Not Issuing CERCLA §106 UAOs to All Identified PRPs*, Aug. 2, 1996; see also 40 C.F.R. § 300.415(a)(2) [requiring the lead agency to determine whether known PRPs "can and will perform the necessary removal action promptly and properly."].) Courts have also rejected plaintiffs' attempts to join all necessary and indispensable parties in a section 107(a) cost recovery action, because CERCLA allows defendants to file contribution claims against other PRPs not named by the government to recoup a portion of their costs. (See, e.g., *U.S. v. Kramer* (D.N.J. 1991) 757 F. Supp. 397, 423 ["The Government is not required to sue all PRPs in a section 107(a) cost recovery action."]; *U.S. v. Dickerson* (D. Md. 1986) 640 F. Supp. 448, 450 ["The courts have consistently rejected attempts by CERCLA defendants to compel the government to round up every other available defendant, noting that defendants can protect themselves through the impleader provision of Rule 14."].) The Supreme Court has further recognized that "[o]nce an entity is identified as a PRP, it may be compelled to clean up a contaminated area or reimburse the Government for its past and future response costs." (*Burlington Northern & Santa Fe Ry. Co. v. U.S.* (2009) 556 U.S. 599, 609 [emphasis added].) In other words, just because a statute may hold persons strictly liable does not mean that the regulatory authority is required to seek redress from every known responsible party.

II. The Regional Board Staff's Analysis is Legally Supported.

A. The Staff Report's Conclusions are Based Upon Substantial Evidence and There is No Substantial Evidence to Support Naming the District as a Discharger.

Gregory Village argues that Regional Board staff's application of four criteria to determine whether the District should be named as a discharger has no basis in California law. According to Gregory Village, staff improperly "adopt[ed] some concept of CERCLA defenses as a justification for not naming CCCSD as a discharger." (GV Letter, p.6.) These are specious arguments that only undermine Gregory Village's claims. On the contrary, the

[2] See the District's technical rebuttal to Gregory Village's comments, dated September 10, 2014.

Regional Board staff's determination is supported by controlling California appellate decisions and longstanding State Water Board precedential orders and policies.

It is well settled that the Regional Board must have substantial evidence in the record to support a finding that a party is responsible for the detected contamination. (See, e.g., *In the Matter of the Petition of Chevron Products Co.*, WQ Order No. 2004-0005 ["[T]he Regional Board must show substantial evidence to support naming a party in a cleanup order"]; *In the Matter of the Petition of Larry and Pamela Canchola*, WQ Order No. 2003-0020 ["There must be substantial evidence, however, to support a finding of responsibility."].) Given the dubious quality of the "evidence" offered by Gregory Village, it is worth noting the familiar rules describing what does and does not qualify as substantial evidence. The State Water Board has opined that, "In reviewing an action of a Regional Board, we look at the record to determine whether, in light of the record as a whole, there is a reasonable and credible basis to name a party." (*U.S. Cellulose and Louis J. and Shirley D. Smith*, WQ Order No. 92-04.) The State Water Board has not prescribed any specific criteria that a Regional Water Board must apply in order to justify a finding of substantial evidence. However, in other decisions where the same standard is applied, the State Water Board has offered definitions of the substantial evidence requirement.

> It has been said that if the word "substantial" means anything at all, it clearly implies that such evidence must be of ponderable legal significance. Obviously the word cannot be deemed synonymous with "any" evidence. It must be reasonable in nature, credible, and of solid value; it must actually be "substantial" proof of the essentials which the law requires in a particular case.

(*In The Matter Of Application 27868, Enviro Hydro, Inc., et al.*, WR Order No. 85-3, 1985 WL 20020 (Order Denying Petition for Reconsideration of Decision 1605) [quoting *Bank of America N.T. and S.A. v. State Water Resources Control Board* (1974) 42 Cal.App.3d 198] (some internal quotations omitted).) Furthermore, rank speculation and conjecture cannot be substantial evidence: "Inferences may constitute substantial evidence, but they must be the product of logic and reason. Speculation or conjecture alone is not substantial evidence." (*Cal. Assn. of Med. Prod. Suppliers v. Maxwell-Jolly* (2011) 199 Cal.App.4th 286, 308 [quoting *Roddenberry v. Roddenberry* (1996) 44 Cal.App.4th 634, 651].)

Without substantial evidence, the State Water Board will reverse the Regional Board's decision. For example, in *Chevron*, the State Water Board granted the petitioner's request to be removed from a 13267 order, because it found that Chevron was not responsible for and had no part in the discharge of contamination on or emanating from the site:

> There is not substantial evidence in the administrative record to support the Regional Board's finding that high concentrations of gasoline constituents

> detected in soil and groundwater at the former Chevron site are a result of discharges from the Chevron facility. The weight of evidence indicates that the contamination originates from the Opal Cliffs site....Under these circumstances, we are unable to conclude that the Regional Board appropriately named Chevron as a party responsible for the ongoing investigation and remediation of a plume originating off-site.

(WQ Order No. 2004-0005.) Otherwise stated, the evidence offered against Chevron did not meet the substantial evidence requirement needed to support a finding of responsibility.

Here, the Regional Board staff reviewed an extraordinary record of information and evidence filed both by the District and Gregory Village. As one way of gauging the adequacy of this evidence, Regional Board staff likely evaluated more specific factors to help determine whether substantial evidence supported naming the District on the Tentative Orders. The Regional Board staff considered whether (1) there was a release from the sewer main that contributed to the plume; (2) the sewer owner/operator knew of leaks and failed to repair them; (3) the sewers were in poor condition and/or were not maintained; and (4) the sewer owner/operator was aware of/or permitted discharges into a leaking sewer. Applying the four criteria, the Regional Board staff concluded the following: The District has a robust sewer maintenance program; there is no evidence of major leakage or deferred maintenance of the sewer lines during the time when dry cleaners would have disposed of separator wastewater; the District had no specific knowledge that PCE-laden wastewater in excess of the District's Ordinance's levels was being discharged into the sewer system; and there is no direct evidence that incidental leakage from the District's sewer contributed substantially to the creation of the groundwater plume.

Gregory Village attacks the staff's reliance upon this specific set of criteria as being without legal basis. The District disagrees. According to the Staff Report, this specific set of criteria is based upon the *only* Regional Water Board order that names a sewer owner/operator, the City of Lodi, as a responsible party for cleanup of soil and groundwater contamination that originated from dry cleaning operations.[3] Due to the shortage of State and Regional Water Board guidance for naming sewer districts on administrative orders, Regional Board staff acted well within its discretion to consider this set of criteria to lend further support to its conclusion that the District is not a discharger. Without analyzing the quality and maintenance of the District's sewers or whether the sewers leaked and contributed to the plume, the Staff Report's conclusions would be unsubstantiated and meaningless. Gregory Village does not offer an alternative method for determining substantial evidence, because there is none.

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[3] The Staff Report notes on page 12, "Staff is only aware of one instance which a Regional Water Board named a sewer owner/operator as a discharger, and in that case there was evidence to support each of [ ] the [four] criteria."

Moreover, as will become apparent from the discussion in the next section, the factors considered by the Regional Board staff are entirely consistent with binding appellate authority on the law of causation under Water Code section 13304. The Regional Board staff acted within its discretion to consider the available evidence in light of relevant factors that apply to a sewer district. Based upon the four criteria and the totality of the evidence submitted, there is no substantial evidence to support naming the District on the Tentative Orders.

B. Controlling Appellate Decisions Support the Staff Report's Conclusions and Demonstrate a Lack of Causation for Allegations Against the District.

The Regional Board Staff's determination is further supported by state and federal appellate court decisions concerning the application of Water Code section 13304. Liability under Water Code section 13304 follows the law of public nuisance, which requires active, affirmative, or knowing contribution to the specific nuisance condition. (*City of Modesto Redevelopment Agency v. Superior Court* (2004) 119 Cal.App.4th 28, 40-41; *Redevelopment Agency of the City of Stockton v. BNSF Railway Co.* (9th Cir. 2011) 643 F.3d 668, 675.) In *City of Modesto*, the City brought an action against dry cleaning solvent and equipment manufacturers and distributors as responsible for directing dry cleaners to discharge chlorinated solvents into the public sewer and sought cost recovery under the Polanco Act. Because Water Code section 13304(a) supplies the definition of "responsible party" for the Polanco Act, the issue before the Court of Appeal was whether the prevailing defendants were responsible parties under section 13304. The Court of Appeal noted that the Porter-Cologne Act is harmonious with the common law of nuisance and considered the definition of "responsible party" in light of these principles. (119 Cal.App.4th at 36-38.) In analyzing the type of conduct that would give rise to nuisance liability, the Court held:

> [T]hose who took affirmative steps directed toward the improper discharge of solvent wastes—for instance, by manufacturing a system designed to dispose of wastes improperly or by instructing users of its products to dispose of wastes improperly—may be liable under that statute, but those who merely placed solvents in the stream of commerce without warning adequately of the dangers of improper disposal are not liable under that section [13304] of the Porter–Cologne Act.

(*Id.* at 43 (citing *Leslie Salt Co. v. San Francisco Bay Conservation etc. Com.* (1984) 153 Cal.App.3d 605, 619).)

The *City of Modesto* court accepted and applied the common-law nuisance rules that a party can only be liable for a nuisance if its actions or inactions were a substantial factor that created or assisted in the creation of the nuisance. (119 Cal.App.4th at 38-40.) *City of Modesto* carefully analyzed and, as relevant to this matter, adopted the reasoning of the court of appeal in *Selma Pressure Treating Co. v. Osmose Wood Preserving Co.* (1990) 221 Cal.App.3d

1601. Thus, the applicable law establishes different standards of nuisance liability for parties that dispose of their own waste on land they control on the one hand (Gregory Village, in this case), and parties alleged to have somehow affected that disposal on the other hand (allegedly, according to Gregory Village, the District). For the first group of parties, nuisance liability is truly strict. For the second group of parties, however, the normal strict liability rule is supplanted by a consideration of factors regarding the relative knowledge of the parties and the foreseeability of harm.

> The Court of Appeal [in *Selma*] concluded the cross-complainants had pled, or could plead, facts showing the cross-defendants might be liable for the nuisance—specifically, that the installer of the equipment recommended creation of an unlined dirt pond for disposing of the waste products; that it knew or should have known that such disposal could threaten the safety of the water supply; that the cross-complainants did not know of the danger; and that the installer failed to warn of that danger. The court reasoned that this kind of direct involvement in the design and installation of the disposal system, coupled with the installer's knowledge and the user's lack of knowledge of the dangers, could support a finding that the designer/installer created or assisted in the creation of a nuisance.

(*City of Modesto*, 119 Cal.App.4th at 40 [emphasis added]; see also *Redevelopment Agency of the City of Stockton v. BNSF Railway Co.* (9th Cir. 2011) 643 F.3d 668, 675 [holding that nuisance liability under Water Code section 13304 requires active, affirmative, or knowing conduct].)

The evidence establishes that any alleged discharges from District sewer pipes were not a substantial factor in the creation of the solvent plume. Gregory Village can certainly demonstrate that the District owned and operated its collection system, but Gregory Village has failed to point to any evidence demonstrating that the District actively, affirmatively, or knowingly created or assisted in the creation of the plume. If anything, the District took active and affirmative steps to proactively maintain its sewer system, oftentimes more than what the industry standard requires. As Regional Board staff noted, the District has an aggressive source control and sewer maintenance program that "include[s] video inspections, regular cleaning of the sewer pipes, and spot repairs, to identify and address problem areas." (Staff Report, p. 14.)

Moreover, even if it were assumed that releases of PCE from District pipes were a substantial factor in the creation of the contamination plumes (something the District disputes and which has not been shown), Gregory Village has not, and cannot, demonstrate that the District created or assisted in the creation of a nuisance. There is no evidence in the record that the District knew or should have known that Gregory Village would violate the

restrictions on PCE discharges in the District's ordinances[4] or that the District knew there was any danger a nuisance could be created by the specific PCE discharges through the specific pipes at issue here. Similarly, there is no evidence, nor could there be, that the District had superior knowledge to Gregory Village as to the dangers presented by Gregory Village's own unlawful discharges of PCE. Absent evidence of the District actively, affirmatively, or knowingly contributing to the contamination, there is simply no legal basis to name the District on the Tentative Orders.

III. Gregory Village's Assumption that Liability Insurance is Available to Pay for the District's Cleanup Costs is Both Improper and Mistaken.

Gregory Village asserts that the District's burden of paying investigation and remediation costs would fall upon the insurance companies rather than the taxpayers and ratepayers because the District likely has "general liability insurance coverage from the pre-1986 period that could be triggered to help pay" for these costs. (GV Letter, fn 12.) Gregory Village's suggestion is both inappropriate and incorrect for two reasons.

First, evidence that a person or entity has insurance is irrelevant to the question of liability. If Gregory Village suggested that the District was covered by insurance in court, such evidence would be inadmissible under Evidence Code section 1155[5] and may even constitute reversible error. (See, e.g., *Neumann v. Bishop* (1976) 59 Cal.App.3d 451, 469; *Schaefer/KARPF Productions v. CNA Ins. Companies* (1998) 64 Cal.App.4th 1306, 1313.) Evidence that a defendant is insured against liability is also prejudicial, because a jury might unfairly view the defendant as a "deep pocket" and inflate its award of damages to the plaintiff. (*Mercury Ins. Group v. Superior Court* (1998) 19 Cal.4th 332, 350-51; *Bell v. Bayerische Motoren Werke Aktiengesellschaft* (2010) 181 Cal.App.4th 1108, 1122.) The fact that the District may have insurance is thus entirely irrelevant to the Regional Board's determination of whether to name the District on the Tentative Orders. Moreover, the fact that Gregory Village even raised the issue of insurance in an attempt to further inculpate the District was improper and should be disregarded.

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[4] Indeed, in 1974 the District only permitted solvent concentrations in amounts less than 0.002 mg/L for 50% of time and not exceeding 0.004 mg/L for 10% of time in Ordinance No. 99, and in 1981, only permitted amounts less than 0.50 mg/L in Ordinance No. 147. As the Regional Board Staff correctly explained, these limits "were far lower than what would be expected in PCE-impacted wastewater, which would be on the order of 150,000 µg/L." (Staff Report, p. 16.) Assuming the District were responsible for the plume, then millions of gallons of PCE well above the permitted limits would have needed to be discharged into the District's sewers in order to create the plume. There is no evidence in the record that this ever occurred.

[5] Evidence Code section 1155 provides: "Evidence that a person was, at the time a harm was suffered by another, insured wholly or partially against loss arising from liability for that harm is inadmissible to prove negligence or other wrongdoing."

Second, Gregory Village's assumption that insurance would pay for cleanup costs required by a Regional Board order is incorrect as a matter of law. The California Supreme Court has held that an insured's liability for cleanup costs pursuant to an administrative cleanup order is not entitled to indemnity or defense under most comprehensive general liability ("CGL") policies. (See *Certain Underwriters at Lloyd's of London v. Superior Court* (2001) 24 Cal.4th 945 [no duty to indemnify]; *Foster-Gardner, Inc. v. National Union Fire Ins. Co.* (1998) 18 Cal.4th 857 [no duty to defend].) Rather, the insurer's duty to indemnify and defend is limited to civil actions prosecuted in court; it does not extend to expenses required by an administrative agency. (*Certain Underwriters at Lloyd's of London*, 24 Cal.4th at 964, 966; *Foster-Gardner*, 18 Cal.4th at 878-888.) Although the express wording used in the insurance policies is ultimately determinative of coverage, the prevailing rule in California is that an administrative cleanup order does not trigger an insurance company's duty to indemnify or defend under a typical CGL policy. (See *Powerine Oil Co., Inc. v. Superior Court* (2005) 37 Cal.4th 377, 383 [specific language in nine excess/umbrella policies unambiguously included indemnification coverage for environmental cleanup costs ordered by an administrative agency]; but see *County of San Diego v. Ace Property & Cas. Ins. Co.* (2005) 37 Cal.4th 406, 421 [specific language in the insuring clause did not cover environmental cleanup costs to implement administrative orders].) Gregory Village is therefore wrong to assume that the District's pre-1986 CGL policies will unquestionably cover costs to implement the Tentative Orders. The Regional Board should disregard Gregory Village's reliance upon the District's insurance policies to provide coverage for investigation and remediation costs.

The District prospectively thanks you and your staff for taking into consideration the legal authorities and factual references included in this letter.

Very truly yours,

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Enclosure
cc: See attached Interested Party List (by email only)

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