

R0361

Wickham, Jerry, Env. Health

From: Les Hausrath [LHausrath@wendel.com]
Sent: Monday, December 03, 2007 2:15 PM
To: Wickham, Jerry, Env. Health
Subject: FW: Pleasanton Transportation Corridor: 4191 and 4226 First Street, Pleasanton

I am sending this again -- I appear to have spelled your name incorrectly. Sorry!

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

From: Les Hausrath
Sent: Monday, December 03, 2007 12:47 PM
To: 'jerry.witham@acgov.org'
Cc: 'MacNeil, Rory'
Subject: Pleasanton Transportation Corridor: 4191 and 4226 First Street, Pleasanton

Mr. Wickham, I left you a voice mail earlier today and as indicated, I am following up with an email requesting some information about the status of the above two sites. I am an attorney (outside counsel) working with Alameda County Public Works and County Counsel on the transfer of the Transportation Corridor in Pleasanton to the City of Pleasanton. The County has agreed to sell the entire corridor to the City, but the City -- after receiving its Phase One report -- has indicated that it has concerns about acquiring the segment of the corridor which contains the above two sites because of the indentified contamination issues. The City has suggested that we delay closing escrow on the portion of the corridor containing this segment, until a Remedial Action Completion Certificate is issued by your agency for the two sites. This request has raised some questions and concerns about what is involved in the issuance of such a letter (i.e., what needs to happen first) and the projected timing for such a letter. I have a number of specific questions which I will set forth in this email, and I would like to talk to you about these issues. I am happy to meet with you in person, and that may be preferable to a telephone conference, so please give me a call when you return to the office on Tuesday (my number in Oakland is (510) 834-6600) so that we can either set up a meeting, or talk about the various issues. There is some time sensitivity to this situation, as we are trying to finalize the transaction by the end of this year, and we (the County) need to get back to the City of Pleasanton with its response to the issues identified in the Phase One just as soon as possible. So your cooperation in this matter is greatly appreciated. Here is what we need to know:

4191 First Street: Unocal 76 Site

We understand that there is currently some monitoring going on, including monitoring of wells on County property (the Transportation corridor) (these wells were apparently installed some time ago without County knowledge or permission, but they are there). There is a proposed work plan that calls for the installation of additional wells on County property (within the Transportation corridor), but this work has not gone forward because the County and Unocal 76 have not agreed to the terms of an appropriate license agreement.

1. If this work plan commences, what is the anticipated duration of the new monitoring?
2. Why is additional monitoring required on the County property, if there are already wells there, and on the adjacent private property?
3. Have any contaminants actually reached County property, or it just a concern, due to the direction of groundwater flow in this vicinity?
4. How would this additional monitoring affect any plan for future remediation, in terms of timing? (In other words, do you need to monitor for a year or two years, for example, before you could consider any kind of remediation plan?)

12/4/2007

5. Is enough known yet to assess whether remediation of the Unocal site will be required, beyond monitoring?
6. If so, what is the anticipated scope and duration of the remediation process?
7. Would such remediation likely occur on County property (the corridor) as well?
8. When could Unocal 76 anticipate receiving the Remedial Action Completion Certificate?
9. Could it be determined that there is no need for remediation? If so, how does the property owner achieve closure of the contamination issue? It would seem that they would not receive the Completion Certificate if no remediation was done, but is there some other type of document issued by your agency that indicates the site no longer presents any concern of contamination for adjoining properties? (I presume it is obvious here that our concern is impact of whatever contamination might exist on the Unocal 76 site on the adjacent Transportation corridor; I gather that there is potential concern because of the general direction of groundwater flow in this area, which could bring contaminants from the Unocal site to the adjacent corridor property. Given this concern, whoever owns the Transportation corridor would not feel comfortable until the situation on the Unocal property was taken care.)
10. Has Unocal 76 (Conoco Phillips) committed in writing to taking care of any remediation that might be necessitated on its own property? Does any such commitment extend as well as the adjacent County Transportation corridor?
11. If so, how is that documented? If not, what is Unocal 76/Conoco Phillips' commitment to further action? (Needless to say, the City of Pleasanton does not want to inherit a future clean-up problem -- what can we tell them to ensure the City that Conoco Phillips has the intention to take care of this problem now and into the future?)

I realize that there are many unknowns here, but I think you can get the gist of my inquiry -- can we anticipate a Certificate in months, years, etc.? Or perhaps you don't know enough to tell us. But I need to get some sense of the general timing here for this site, so that we can determine how long it might take to achieve a Completion Certificate (or some other documentation of environmental closure from your agency). It is also very important to know the level/extent of commitment that your agency has from Unocal 76/Conoco Phillips about taking care of all problems arising from the Unocal station at 4191 First Street.

4226 First Street: Shell Site

For this site, we understand that there is also ongoing monitoring, and that there is an Interim Remedial Action Plan (January 2007) that has been approved by your agency. According to the Phase One, you have indicated that groundwater extraction, as proposed by the interim plan, has been insufficient for groundwater remediation purposes. Apparently you are waiting for an alternative remediation method to be proposed.

1. Does the Interim Remediation plan for this site include any work on the County property (Transportation corridor)?
2. Have any contaminants reached the County property (the corridor)?
3. Has there been any discussion of having to install any monitoring wells on the County (corridor) property?
4. Do you have any sense of when you might receive an updated Remediation Plan?
5. Is it contemplated that any work might need to be done on the County (corridor) property?

6. In a situation like this, what would you anticipate the expected duration of remediation to be?

7. The related question is, when would you anticipate that the Completion Certificate might be issued?

8. What type of commitment does your agency have from Shell to address the remediation issues on the Shell site? Does the commitment extend to address any issues on the adjacent properties, such as the Transportation corridor? How is such commitment documented?

As with the Unocal site, we recognize that there are many unknowns. But we do need to get some sense of both the timing of remediation, and some understanding of Shell's commitment to address actual or potential problems on the adjacent County property.

As indicated at the outset, given the number of questions, perhaps we should meet, and I am happy to do so. But in any event, I would appreciate your getting back to me at your very earliest convenience with whatever information you can provide, so that I can discuss this with County Public Works and assess how these two situations impact the transfer of the entire corridor to the City of Pleasanton. I look forward to hearing from you. Thank you in advance for your assistance and cooperation.

Les Hausrath

This e-mail message is confidential, is intended only for the named recipient(s) above, and may contain information that is privileged, attorney work product or exempt from disclosure under applicable law. If you have received this message in error, or are not a named recipient(s), you are hereby notified that any dissemination, distribution or copying of this e-mail is strictly prohibited. If you have received this message in error, please immediately notify the sender by return e-mail and delete this e-mail message from your computer. Thank you.

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R0361

76 Broadway
Sacramento, CA 95818
phone 916.558.7676
fax 916.558.7639

RECEIVED
FEB 22 2007
ENVIRONMENTAL HEALTH SERVICES

February 22, 2007

Mr. Jerry Wickham
Alameda County Health Care Agency
1131 Harbor Bay Parkway
Alameda, CA 94502

Re: New ConocoPhillips Site Manager Contact

Mr. Wickham;

ConocoPhillips would like to inform you of a recent change in internal project management responsibilities. Eric Hetrick has now resumed site responsibilities and will be the primary contact person for the following sites.

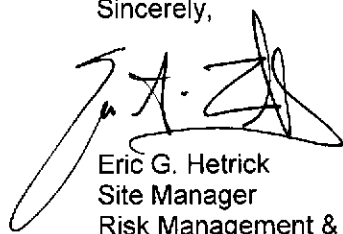
76 Service Station No. 7376, 4191 First Street, Pleasanton

Any correspondence relating to the above cases should be forwarded to:

ConocoPhillips Company
Eric Hetrick
76 Broadway
Sacramento, CA 95818
Email: Eric.G.Hetrick@ConocoPhillips.com
Ph: (916) 558-7604 Fax: (916) 558-7639

Should you have any questions regarding this change, please do not hesitate to contact me.

Sincerely,



Eric G. Hetrick
Site Manager
Risk Management & Remediation

Wickham, Jerry, Env. Health

From: Woodburne, Keith [kwoodburne@TRCSOLUTIONS.com]
Sent: Thursday, September 14, 2006 10:05 AM
To: Wickham, Jerry, Env. Health
Cc: Drogos, Donna, Env. Health; Shelby.S.Lathrop@conocophillips.com; Hagemann, Colleen S.
Subject: RE: Access issues regarding offsite assessment for 76 Station No. 7676 located at 4191 First Street, Pleasanton, CA

Jerry,

I talked with Colleen Hageman at COP and she's working directly with John Fenstermacher to negotiate the agreement and provide revised language acceptable to both parties. I'll keep you posted on the status of the agreement.

Thanks for your help.

Keith

Keith Woodburne, P.G.
Senior Project Geologist
TRC
1590 Solano Way, Suite A
Concord, CA 94520
T: 925-688-2488
F: 925-688-0388
C: 925-260-1373

From: Wickham, Jerry, Env. Health [mailto:jerry.wickham@acgov.org]
Sent: Thursday, September 14, 2006 10:02 AM
To: Woodburne, Keith
Cc: Drogos, Donna, Env. Health; Shelby.S.Lathrop@conocophillips.com; Hagemann, Colleen S.
Subject: RE: Access issues regarding offsite assessment for 76 Station No. 7676 located at 4191 First Street, Pleasanton, CA

Keith,

I spoke with John Fenstermacher this morning and he indicated that he is not denying access. He indicated that he will follow through to provide some revised language to the access agreement regarding termination. You will need to work through the negotiation of the access agreement directly with him.

Regards,

Jerry Wickham
Hazardous Materials Specialist
Alameda County Environmental Health
1131 Harbor Bay Parkway
Suite 250
Alameda, CA 94502-6577
510-567-6791 phone

9/14/2006

510-337-9335 Fax
jerry.wickham@acgov.org

From: Woodburne, Keith [mailto:kwoodburne@TRCSOLUTIONS.com]
Sent: Tuesday, September 12, 2006 1:14 PM
To: Wickham, Jerry, Env. Health
Cc: Drogos, Donna, Env. Health; Shelby.S.Lathrop@conocophillips.com; Hagemann, Colleen S.
Subject: Access issues regarding offsite assessment for 76 Station No. 7676 located at 4191 First Street, Pleasanton, CA

Jerry,

Have you had any discussions with Mr. Fenstermacher regarding his recent denial of site access and his specific concerns? Let me know if you'd like to conduct a conference call with all parties to discuss the situation. Nevertheless, COP would like to get moving on the additional assessment, especially considering the SPH issues in offsite well MW-5 (located on the right-of-way property).

Thanks,
Keith

Keith Woodburne, P.G.
Senior Project Geologist
TRC
1590 Solano Way, Suite A
Concord, CA 94520
T: 925-688-2488
F: 925-688-0388
C: 925-260-1373

From: Woodburne, Keith
Sent: Thursday, August 31, 2006 4:57 PM
To: 'Wickham, Jerry, Env. Health'
Cc: Drogos, Donna, Env. Health; 'Shelby.S.Lathrop@conocophillips.com'
Subject: FW: Site #1652 (Acq. #7376) ALAMEDA COUNTY - 4191 First Street, Pleasanton, CA

Jerry,

It appears Mr. Fenstermacher with the Alameda County Public Works Department is denying ConocoPhillips access to the former railroad right-of-way property adjacent to 76 Station No. 7376 (4191 First Street, Pleasanton) which he had previously indicated he would do. We have not yet had an opportunity to discuss his concerns regarding the stipulations in the agreement, but we will try to address those and work through the access issues. However, it may be necessary to involve you and Donna Drogos again to reemphasize to Mr. Fenstermacher the need for access to the right-of-way property to complete the required site investigation and remediation activities.

As such, we will need to request another extension for submittal of the Additional Soil and Groundwater Investigation Report as we still have not been granted access.

If we have not heard back from Mr. Fenstermacher by next week, we'll contact you to discuss our options.

Thanks,

Keith Woodburne, P.G.

9/14/2006

Senior Project Geologist
TRC
1590 Solano Way, Suite A
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T: 925-688-2488
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From: Hagemann, Colleen S. [mailto:Colleen.S.Hagemann@conocophillips.com]
Sent: Thursday, August 31, 2006 4:36 PM
To: Woodburne, Keith
Cc: Lathrop, Shelby Suzanne
Subject: RE: Site #1652 (Acq. #7376) ALAMEDA COUNTY - 4191 First Street, Pleasanton, CA

Hi Keith,

I have not been able to get in touch with Mr. Fenstermacher yet regarding his letter denying access. I have left him a voicemail message and will try to reach him again tomorrow. He says that the County is, "currently considering its options and the dispersal of the property". He thinks that our access will force them to keep the property vacant during the requested five year access. His main concern is that there is no termination clause in the agreement, should the County decide to sell the property. He is of the belief that it would be a good idea to have the ability to terminate the agreement and remove any installed groundwater monitoring wells, should the property sell.

If you want to have the Regulator step in at any point in time, that would be fine. I will continue to try to reach Mr. Fenstermacher in the meantime.

Colleen Hagemann, PTRRC

Phone: 805.226.2649

Cell : 805.405.3706

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

From: Woodburne, Keith [mailto:kwoodburne@trcsolutions.com]
Sent: Wednesday, August 30, 2006 9:05 AM
To: Hagemann, Colleen S.
Subject: RE: Site #1652 (Acq. #7376) ALAMEDA COUNTY - 4191 First Street, Pleasanton?

Colleen,

I need to request the extension anyway. I just needed to know where we stand on access so I can update the regulator. The regulator was instrumental in talking with Mr. Fenstermacher and getting him to agree to grant access. I'm not sure why he's now changing his mind, unless his concerns are specific to the wording of the document, not the access itself.

Let me know what were his concerns and maybe I can address those with the regulator to get the issue resolved.

Thanks,
Keith

Keith Woodburne, P.G.

9/14/2006

Senior Project Geologist
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From: Hagemann, Colleen S. [mailto:Colleen.S.Hagemann@conocophillips.com]
Sent: Tuesday, August 29, 2006 7:28 PM
To: Woodburne, Keith
Cc: Nichols, Frank:
Subject: RE: Site #1652 (Acq. #7376) ALAMEDA COUNTY - 4191 First Street, Pleasanton?

Unfortunately, I have heard from him. His response was a denial. I had actually brought his letter home with me to review it tonight. He has made some references to the activities at the site that don't make sense with his denial of the access. Anyway, I am reviewing this tonight and will try to contact him tomorrow to see if we can get some of the issues resolved. Can you hold off a day or two with your request for an extension from the regulator to see if I get in touch with Mr. Fenstermacher?

Colleen Hagemann, PTRRC
Phone: 805.226.2649
Cell : 805.405.3706

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

From: Woodburne, Keith [mailto:kwoodburne@trcsolutions.com]
Sent: Tuesday, August 29, 2006 4:22 PM
To: Hagemann, Colleen S.
Subject: RE: Site #1652 (Acq. #7376) ALAMEDA COUNTY - 4191 First Street, Pleasanton?

Colleen,

Have you received any response from Mr. Fenstermacher at Alameda County Public Works regarding the access agreement that was sent to them back in July? If not, I can call Mr. Fenstermacher and remind him of his verbal agreement to provide access. I also need to request an extension from the regulator and would like to be able to provide him the status of the agreement.

Thanks,
Keith

Keith Woodburne, P.G.
Senior Project Geologist
TRC
1590 Solano Way, Suite A
Concord, CA 94520
T: 925-688-2488
F: 925-688-0388
C: 925-260-1373

From: Hagemann, Colleen S. [mailto:Colleen.S.Hagemann@conocophillips.com]
Sent: Friday, July 14, 2006 4:53 PM
To: Woodburne, Keith
Subject: RE: Site #1652 (Acq. #7376) ALAMEDA COUNTY - 4191 First Street, Pleasanton?

Okay, thanks.

Colleen Hagemann, PTRRC
Phone: 805.226.2649
Cell : 805.405.3706

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

From: Woodburne, Keith [mailto:kwoodburne@trcsolutions.com]
Sent: Friday, July 14, 2006 4:40 PM
To: Hagemann, Colleen S.
Subject: RE: Site #1652 (Acq. #7376) ALAMEDA COUNTY - 4191 First Street, Pleasanton?

Colleen,

I'm glad to hear the agreement request has already been sent out. I'll notify Mr. Wickham.

Yes, the site is located in Pleasanton, not Livermore.

Thanks,
Keith

Keith Woodburne, P.G.
Senior Project Geologist
TRC
1590 Solano Way, Suite A
Concord, CA 94520
T: 925-688-2488
F: 925-688-0388
C: 925-260-1373

From: Hagemann, Colleen S. [mailto:Colleen.S.Hagemann@conocophillips.com]
Sent: Friday, July 14, 2006 4:33 PM
To: Woodburne, Keith
Cc: Lathrop, Shelby Suzanne; Nichols, Frank.; Thompson, Tim R.
Subject: Site #1652 (Acq. #7376) ALAMEDA COUNTY - 4191 First Street, Pleasanton?

I understand your need for urgency on this project. The good news is that it did go out to Mr. Fenstermacher on July 13th. If he did not receive it in today's mail it should be waiting for him on Monday. This Alameda County letter is attached for your review.

One noted discrepancy is that in the email trail below, Mr. Wickham refers to an address in Livermore, but the project request form and site map refer to a property in Pleasanton. Pleasanton is the location referred to in our letter and License Agreement. I am hoping this was an error on Wickham's part. Please advise if not. Thanks.

Colleen Hagemann, PTRRC

Phone: 805.226.2649

Cell : 805.405.3706

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

From: Woodburne, Keith [mailto:kwoodburne@trcsolutions.com]

Sent: Friday, July 14, 2006 4:11 PM

To: Hagemann, Colleen S.

Cc: Lathrop, Shelby Suzanne

Subject: FW: RO0361 4191 First Street Livermore

Colleen,

Has the access request for the former railroad right-of-way adjacent to Station No. 7376 been sent out to Mr. John Fenstermacher at Alameda County? The case worker is asking for an update on the request. This is the site that took much effort to get the two parties within the County of Alameda speaking and to finally get the real estate division to agree to grant access. If we don't get an access request over to them quickly, they may couch the matter and we'll be back to square one.

I know you have a large backlog of priority sites, but can you please get the access request for this site out next week? If you can provide me a date that the request will be sent out, I will notify the case worker at the county and let Mr. Fenstermacher know the agreement is on it's way.

Thanks and have a good weekend.

Keith

Keith Woodburne, P.G.

Senior Project Geologist

TRC

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Concord, CA 94520

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C: 925-260-1373

From: Wickham, Jerry, Env. Health [mailto:jerry.wickham@acgov.org]

Sent: Friday, July 14, 2006 3:41 PM

To: Woodburne, Keith

Subject: RO0361 4191 First Street Livermore

Keith,

Can you update me on the status of the access agreement with Alameda County real estate for 4191 First Street in Livermore?

Thanks,

Jerry Wickham

Hazardous Materials Specialist

Alameda County Environmental Health

1131 Harbor Bay Parkway

Suite 250

Alameda, CA 94502-6577

510-567-6791 phone

510-337-9335 Fax

jerry.wickham@acgov.org

Wickham, Jerry, Env. Health

From: Woodburne, Keith [kwoodburne@TRCSOLUTIONS.com]
Sent: Friday, July 14, 2006 4:44 PM
To: Wickham, Jerry, Env. Health
Subject: RE: RO0361 4191 First Street, Pleasanton
Attachments: ALAMEDA COUNTY Initial Request for LA 071306.doc

Jerry,

I just checked with COP and the access request letter was sent out yesterday by certified mail. Mr. Fenstermacher should receive the letter on Monday. Attached is a copy of the letter COP sent. Sorry it took so long but COP PTRRC has a large backlog of agreement requests.

I'll keep you posted on the response from Mr. Fenstermacher.

Thanks,

Keith Woodburne, P.G.
Senior Project Geologist
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Concord, CA 94520
T: 925-688-2488
F: 925-688-0388
C: 925-260-1373

7/14/2006
4:44 PM
Wickham, Jerry
Env. Health
Subject: RE: RO0361
4191 First Street, Pleasanton
Attachments: ALAMEDA COUNTY
Initial Request for LA 071306.doc

From: Wickham, Jerry, Env. Health [mailto:jerry.wickham@acgov.org]
Sent: Friday, July 14, 2006 3:41 PM
To: Woodburne, Keith
Subject: RO0361 4191 First Street Livermore

Keith,

Can you update me on the status of the access agreement with Alameda County real estate for 4191 First Street in Livermore?

Thanks,

Jerry Wickham
Hazardous Materials Specialist
Alameda County Environmental Health
1131 Harbor Bay Parkway
Suite 250
Alameda, CA 94502-6577
510-567-6791 phone
510-337-9335 Fax
jerry.wickham@acgov.org

7/14/2006

Wickham, Jerry, Env. Health

From: Drogos, Donna, Env. Health
Sent: Thursday, June 01, 2006 5:20 PM
To: Fenstermacher, John
Cc: Wickham, Jerry, Env. Health
Subject: RO361 - Unocal #7376, 4191 First Street, Pleasanton
Attachments: RO361 Map MW_Boring Locations.pdf; FW: Work Plan for Additional Soil and Groundwater Investigation at 76 Station 7376, 4191 First Street, Pleasanton.

Hi John,

Thanks for discussing the issue of monitoring well placement in the county right of way for this fuel leak site with me. Jerry & I have spoken to the consultant Keith Woodburne at TRC. Keith will have Conoco Phillips send all of us the access agreement by e-mail next week.

I have attached the following items for you reference:

- Map showing the proposed drilling locations
- An e-mail containing the complete plan for this work.

If you have any questions feel free to contact me.

Thank You, Donna

Donna L. Drogos, PE
LOP Program Manager
Alameda County Environmental Health
1131 Harbor Bay Parkway
Alameda, CA 94502

510-567-6721
donna.drogos@acgov.org

6/2/2006

R0361

Wickham, Jerry, Env. Health

From: Wickham, Jerry, Env. Health
Sent: Friday, April 28, 2006 4:00 PM
To: 'Woodburne, Keith'
Cc: Shelby.S.Lathrop@conocophillips.com
Subject: RE: Request for Extension for Soil and Groundwater Investigation Report for 76 Station No. 7376 located at 4191 First Street, Pleasanton

I have spoken with John Fenstermacher twice since March 14 but have not been able to resolve the access agreement issue. Mr. Fenstermacher is now consulting with County Counsel. I don't have a time table as to when an agreement may be in place. Therefore, the schedule for submittal of the requested Soil and Groundwater Investigation Report is extended indefinitely until there is some resolution regarding an access agreement with the Alameda County Real Estate Division.

Regards,

Jerry Wickham

Hazardous Materials Specialist
Alameda County Environmental Health
1131 Harbor Bay Parkway
Suite 250
Alameda, CA 94502-6577
510-567-6791 phone
510-337-9335 Fax
jerry.wickham@acgov.org

From: Woodburne, Keith [<mailto:kwoodburne@TRCSOLUTIONS.com>]
Sent: Thursday, April 27, 2006 12:07 PM
To: Wickham, Jerry, Env. Health
Cc: Shelby.S.Lathrop@conocophillips.com
Subject: Request for Extension for Soil and Groundwater Investigation Report for 76 Station No. 7376 located at 4191 First Street, Pleasanton

Mr. Wickham,

TRC has still not been able to negotiate an access agreement with the County of Alameda Real Estate Division for installation of borings and wells within the former railroad right-of-way behind 76 Station No. 7376. I talked with you a couple weeks ago regarding my past discussions and correspondence with Mr. Fenstermacher at the County. During our last conversation, you had indicated you would contact Mr. Fenstermacher to discuss the situation and the need for offsite access for future assessment and remediation related to past releases on the 76 Station property.

The Soil and Groundwater Investigation Report requested in your November 29, 2005 letter is due on April 28, 2006. Since TRC has not been able to obtain access from the County of Alameda for installation of the proposed borings and wells, we have not been able to complete the investigation and would therefore like to request an extension to the due date for that submittal.

Despite repeated efforts to negotiate an access agreement, TRC has not had any cooperation from the Real Estate Division. TRC would again request your assistance in working with Mr. Fenstermacher at the County to negotiate an acceptable access agreement. Until that can be accomplished, it would be difficult to determine an appropriate due date for the report submittal. However, assuming an agreement can be negotiated in the next few months, TRC would request an extension due date of August 31, 2006 for submittal of the requested Soil and

4/28/2006

Groundwater Investigation Report.

Let me know if you concur with our request for extension and please call me to discuss the access situation further.

Regards,

Keith Woodburne, R.G.
Senior Project Geologist
TRC
1590 Solano Way, Suite A
Concord, CA 94520
T: 925-688-2488
F: 925-688-0388
C: 925-260-1373

From: Woodburne, Keith
Sent: Tuesday, March 14, 2006 11:56 AM
To: Jerry Wickham (jerry.wickham@acgov.org)
Subject: Contact for Public Works Real Estate - John Fenstermacher

Mr. Wickham,

In response to our conversation this morning regarding access to the former railroad right-of-way behind 76 Station No. 7376 located at 4191 First Street in Pleasanton, here's the contact information for Mr. John Mr. Fenstermacher at the Alameda County Public Works Real Estate Division:

Mr. Fenstermacher's number is (510) 670-5585.

I could not find his email address, but you probably have it on the email I sent to you last month. I have talked several times with Mr. Fenstermacher regarding our need to obtain access to the former railroad right-of-way behind 76 Station No. 7376 in order to complete our environmental investigation. Apparently, Alameda County has owned the property for some 8 or 9 years and has never granted access for wells or borings. Furthermore, the county is trying to sell the property and does not want any future or existing well on the property. However, the Real Estate Division was not aware of any ongoing environmental investigation that involved impacts within the right-of-way.

I have called Mr. Fenstermacher several times and have provided him copies of past reports and the current work plan for additional assessment. At this point, it may be helpful if you could call him to discuss the situation, possibly a conference call with all parties.

Let me know if you'd like to arrange a conference call with Mr. Fenstermacher. It may be that a call from you might get the ball rolling on the access issues.

Thanks,

Keith Woodburne, R.G.
Senior Project Geologist
TRC
1590 Solano Way, Suite A
Concord, CA 94520
T: 925-688-2488
F: 925-688-0388
C: 925-260-1373

4/28/2006

RO 361

Wickham, Jerry, Env. Health

From: Woodburne, Keith [kwoodburne@TRCSOLUTIONS.com]
Sent: Monday, February 13, 2006 2:34 PM
To: Fenstermacher, John
Cc: Wickham, Jerry, Env. Health; Shelby.S.Lathrop@conocophillips.com
Subject: FW: Environmental Reports for 76 Station 7376, 4191 First Street, Pleasanton (resend)

John,

I recently sent you a copy of the Work Plan for Additional Soil and Groundwater Assessment at 76 Station No. 7376 located at 4191 First Street, Pleasanton. The scope of work involves advancement of borings in the former railroad right-of-way currently owned by Alameda County.

TRC needs to move quickly to implement the approved scope of work and to define the extent of groundwater impacts that are currently present beneath the right-of-way. We therefore need to obtain an encroachment permit to cover the proposed borings and to continue to permit the presence and sampling of existing monitoring wells within the right-of-way.

Let me know if you have any questions regarding the proposed borings or our need to obtain access to the right-of-way to complete our assessment and subsequent remedial actions. If you feel it necessary, we could schedule a conference call with Jerry Wickham (the ACEH case worker) and me to discuss the situation further and hopefully address your concerns.

Your prompt attention to this matter is greatly appreciated.

Regards,

Keith Woodburne, R.G.
 Senior Project Geologist
 TRC
 1590 Solano Way, Suite A
 Concord, CA 94520
 T: 925-688-2488
 F: 925-688-0388
 C: 925-260-1373

From: Woodburne, Keith
Sent: Wednesday, January 18, 2006 11:18 AM
To: 'johnf@acpwa.org'
Cc: Shelby Lathrop (Shelby.S.Lathrop@conocophillips.com); Jerry Wickham (jerry.wickham@acgov.org)
Subject: FW: Environmental Reports for 76 Station 7376, 4191 First Street, Pleasanton (resend)

John,

I have tried unsuccessfully to send you a pdf copy of the Quarterly Monitoring Report for 76 Station 7376 (see email below). However, the document is too big to be accepted by your email system. A copy of that report can be obtained from the ACEH ftp site or from Jerry Wickham, the case worker. I assume you received the work plan and was able to open the document. If not, a copy of that work plan is also available on the ftp site.

Regards,
 Keith

 Hopefully the file gets through this time...

John,

I have attached a pdf copy of the most recent Quarterly Monitoring Report for the 76 Station located at 4191 First Street, Pleasanton. I will send a copy of the recently approved Work Plan for Additional Soil and Groundwater

2/14/2006

Investigation in a separate email (both reports won't go through as one email).

This is the site we discussed on the phone on Monday where wells have been installed within the former railroad right-of-way, apparently without an access agreement. The figures in the reports show the location of existing wells and the soil borings proposed in the work plan. The tables in the quarterly monitoring report show the historical chemical analyses on existing wells and, as you can see, there are impacts to groundwater migrating offsite to the north, across the right-of-way. In addition, separate phase product (or gasoline) has been observed floating on the water table in offsite well MW-5, also located within the right-of-way.

Based on the information provided in these reports, you can see that additional assessment and subsequent remediation will be required, both onsite and offsite, to address the groundwater impacts and floating product. However, this cannot be accomplished without continued access to the right-of-way for further investigation and remediation.

Let me know if you have any questions on the attached reports. You can also talk with Jerry Wickham, the case worker with Alameda County Environmental Health, regarding the need to assess and remediate the site and offsite groundwater impacts. After you have had time to review the reports, I would like to schedule a conference call with Jerry Wickham and yourself to discuss property access. The site is located in a sensitive groundwater protection zone; therefore, TRC would like to move quickly to complete our assessment and to determine the best approach for site remediation.

Regards,

Keith Woodburne, R.G.
Senior Project Geologist
TRC
1590 Solano Way, Suite A
Concord, CA 94520
T: 925-688-2488
F: 925-688-0388
C: 925-260-1373

2/14/2006

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
DAVID J. KEARS, Agency Director



7

ENVIRONMENTAL HEALTH SERVICES
ENVIRONMENTAL PROTECTION
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577
(510) 567-6700
FAX (510) 337-9335

November 29, 2005

Ms. Shelby Lathrop
ConocoPhillips Company
76 Broadway
Sacramento, CA 95818

Henry O. Armour
Cordova Corporation
3500 Estudillo Street
San Diego, CA 92110

Ogden B. Armour
821 San Antonio Place
San Diego, CA 92106

Subject: Fuel Leak Case N [REDACTED], Unocal #7376, 4191 First Street, Pleasanton, CA

Dear Ms. Lathrop:

Alameda County Environmental Health (ACEH) staff have reviewed the fuel leak case file for the above-referenced site and the document entitled, "Revised Additional Soil and Groundwater Investigation Work Plan," dated November 21, 2005. The Work Plan proposes the advancement of cone penetrometer test (CPT) borings at three on-site and four off-site locations and based on results from the CPT borings, the installation of additional monitoring wells. ACEH concurs with the work plan provided that two of the proposed CPT boring locations are moved as discussed in the technical comment below.

ACEH requests that you address the following technical comments, perform the proposed work, and send us the reports described below. Please provide 72-hour advance written notification to this office (e-mail preferred to jerry.wickham@acgov.org) prior to the start of field activities

TECHNICAL COMMENTS

1. **Proposed CPT Boring Locations.** All three of the proposed on-site CPT borings are in upgradient locations distal to the source area. We request that two of the proposed upgradient CPT locations be moved within the plume as shown on the attached figure.

TECHNICAL REPORT REQUEST

Please submit technical reports to Alameda County Environmental Health (Attention: Jerry Wickham), according to the following schedule:

- **February 15, 2006** - Quarterly Report for the Fourth Quarter 2005
- **April 28, 2006** - Soil and Groundwater Investigation Report

- **May 15, 2006** - Quarterly Report for the First Quarter 2006

These reports are being requested pursuant to California Health and Safety Code Section 25296.10. 23 CCR Sections 2652 through 2654, and 2721 through 2728 outline the responsibilities of a responsible party in response to an unauthorized release from a petroleum UST system, and require your compliance with this request.

ELECTRONIC SUBMITTAL OF REPORTS

ACEH's Environmental Cleanup Oversight Programs (LOP and SLIC) now request submission of reports in electronic form. The electronic copy is intended to replace the need for a paper copy and is expected to be used for all public information requests, regulatory review, and compliance/enforcement activities. Instructions for submission of electronic documents to the Alameda County Environmental Cleanup Oversight Program FTP site are provided on the attached "Electronic Report Upload Instructions." Submission of reports to the Alameda County FTP site is an addition to existing requirements for electronic submittal of information to the State Water Resources Control Board (SWRCB) Geotracker website. In September 2004, the SWRCB adopted regulations that require electronic submittal of information for groundwater cleanup programs. For several years, responsible parties for cleanup of leaks from underground storage tanks (USTs) have been required to submit groundwater analytical data, surveyed locations of monitoring wells, and other data to the Geotracker database over the Internet. Beginning July 1, 2005, electronic submittal of a complete copy of all reports is required in Geotracker (in PDF format). Please visit the State Water Resources Control Board for more information on these requirements (http://www.swrcb.ca.gov/ust/cleanup/electronic_reporting).

PERJURY STATEMENT

All work plans, technical reports, or technical documents submitted to ACEH must be accompanied by a cover letter from the responsible party that states, at a minimum, the following: "I declare, under penalty of perjury, that the information and/or recommendations contained in the attached document or report is true and correct to the best of my knowledge." This letter must be signed by an officer or legally authorized representative of your company. Please include a cover letter satisfying these requirements with all future reports and technical documents submitted for this fuel leak case.

PROFESSIONAL CERTIFICATION & CONCLUSIONS/RECOMMENDATIONS

The California Business and Professions Code (Sections 6735, 6835, and 7835.1) requires that work plans and technical or implementation reports containing geologic or engineering evaluations and/or judgments be performed under the direction of an appropriately registered or certified professional. For your submittal to be considered a valid technical report, you are to present site specific data, data interpretations, and recommendations prepared by an appropriately licensed professional and include the professional registration stamp, signature, and statement of professional certification. Please ensure all that all technical reports submitted for this fuel leak case meet this requirement.

UNDERGROUND STORAGE TANK CLEANUP FUND

Please note that delays in investigation, later reports, or enforcement actions may result in your becoming ineligible to receive grant money from the state's Underground Storage Tank Cleanup Fund (Senate Bill 2004) to reimburse you for the cost of cleanup.

AGENCY OVERSIGHT

If it appears as though significant delays are occurring or reports are not submitted as requested, we will consider referring your case to the Regional Board or other appropriate agency, including the County District Attorney, for possible enforcement actions. California Health and Safety Code, Section 25299.76 authorizes enforcement including administrative action or monetary penalties of up to \$10,000 per day for each day of violation.

If you have any questions, please call me at (510) 567-6791.

Sincerely,



Jerry Wickham
Hazardous Materials Specialist

Enclosure: Revised Figure 2 - Proposed CPT Boring Locations
ACEH Electronic Report Upload (ftp) Instructions

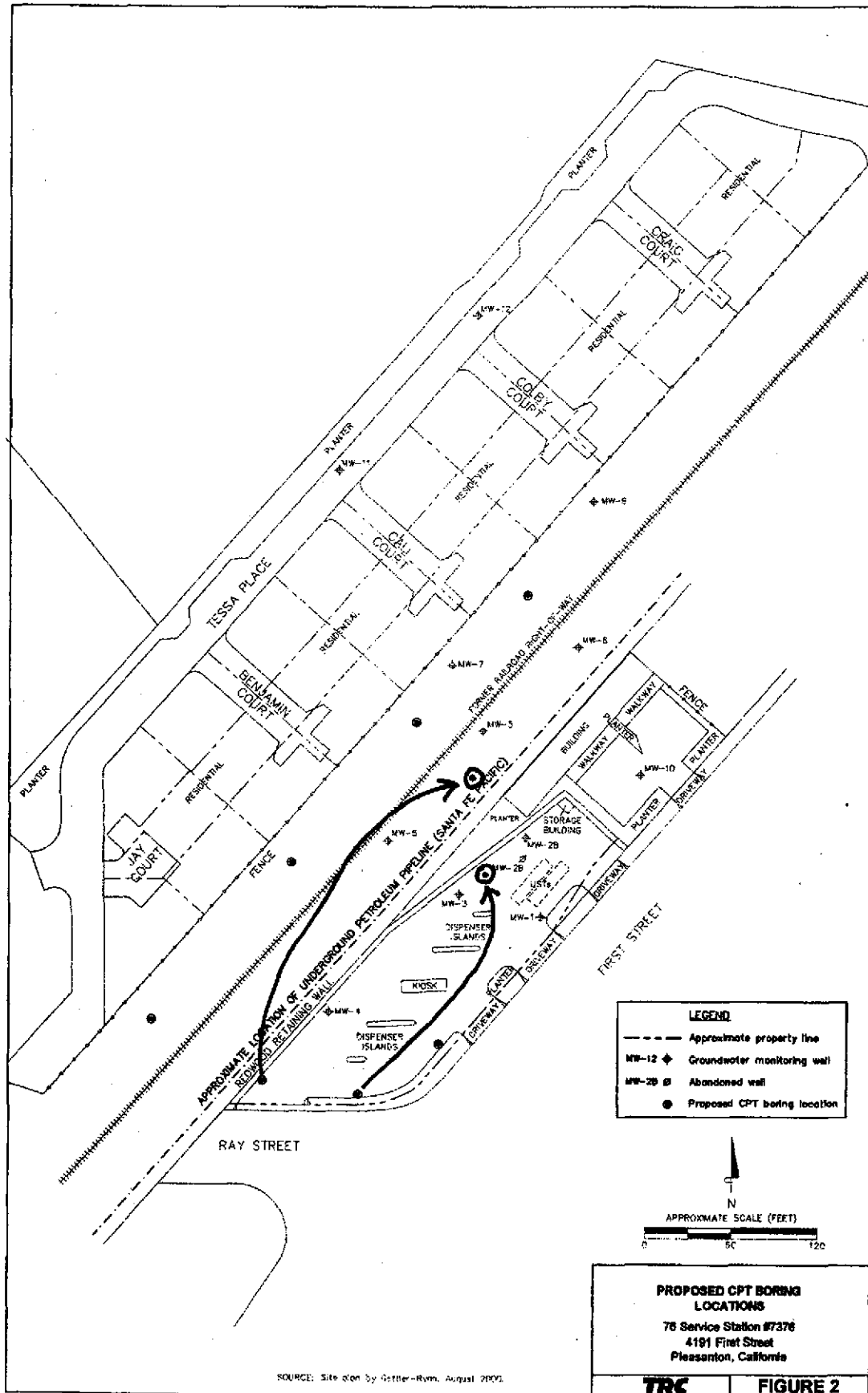
cc: Colleen Winey, QIC 80201
Zone 7 Water Agency
100 North Canyons Parkway
Livermore, CA 94551

Danielle Stefani
Livermore-Pleasanton Fire Department
3560 Nevada Street
Pleasanton, CA 94566

Keith Woodburne
TRC
1590 Solano Way, Suite A
Concord, CA 94520

Donna Drogos, ACEH
Jerry Wickham, ACEH
File

Revised Figure 2



ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
DAVID J. KEARS, Agency Director



ENVIRONMENTAL HEALTH SERVICES
ENVIRONMENTAL PROTECTION
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577
(510) 567-6700
FAX (510) 337-9335

September 29, 2005

Ms. Shelby Lathrop
ConocoPhillips Company
76 Broadway
Sacramento, CA 95818

Henry O. Armour
Cordova Corporation
3500 Estudillo Street
San Diego, CA 92110

Ogden B. Armour
821 San Antonio Place
San Diego, CA 92106

Subject: Fuel Leak Case No. [REDACTED] Unocal #7376, 4191 First Street, Pleasanton, CA

Dear Ms. Lathrop:

I have been assigned as case worker for the above referenced site. Please send future correspondence for this site to my attention. Alameda County Environmental Health (ACEH) staff have reviewed the fuel leak case file for the above-referenced site and the document entitled, "Additional Soil and Groundwater Investigation Work Plan," dated March 23, 2005. The Work Plan was received by ACEH on May 31, 2005. ACEH also reviewed the report entitled "Quarterly Monitoring Report, April through June 2005," dated July 14, 2005. Free product is present in the subsurface in one area of the above referenced site and off-site to the north. Dissolved fuel hydrocarbons, including the fuel oxygenate methyl tert butyl ether (MTBE), have been detected on site and off-site to the north. To date, remediation has not been conducted for the site. The Work Plan proposes the construction of four off-site monitoring wells and collection of soil and groundwater samples to characterize the lateral and vertical extent of dissolved phase fuel hydrocarbons.

Based on our review of the case file and Work Plan, we request some revisions to the work plan, which are described in the technical comments below. Therefore, we request that you address the technical comments below and submit a revised work plan to ACEH by **November 21, 2005**.

TECHNICAL COMMENTS

1. **Hydraulic Gradient.** Figure 2 of the July 14, 2005 Quarterly Monitoring Report shows an apparent groundwater mound in the area of wells MW-5 and MW-9. As a result, the figure shows an apparent hydraulic gradient from well MW-5 south toward the site (opposite the direction of apparent plume movement) and west towards a residential area. Examination of cross sections from earlier reports (Gettler-Ryan 2002), indicates that well MW-5 as well as several of the wells near MW-5 are screened within shallower intervals than the monitoring wells on site. The water levels measured in well MW-5 and the nearby wells likely represent the groundwater elevations for a shallow water-bearing or perched zone and should not be compared to groundwater elevations from the deeper wells on site. Because the

groundwater elevations on Figure 2 are from different water-bearing units, the contours shown on Figure 2 do not represent a potentiometric surface. Therefore, groundwater flow directions as drawn on Figure 2 may be misleading and should not be used for planning future groundwater investigations. Any proposed monitoring well locations based on the groundwater flow directions shown on Figure 2 of the Quarterly Monitoring Report should be re-evaluated.

2. **Shallow Water-Bearing or Perched Zones.** As discussed in comment 1 above, one or possibly more shallow water-bearing or perched zones appear to be present within the vicinity of the site. However, the extent of the zone(s) does not appear to have been fully defined. Previous subsurface investigation reports for the site have suggested that the shallow or perched zones may be discontinuous. Free product is present in well MW-5, which monitors the shallow water-bearing zone and has been observed at similar depths in several on-site borings. ACEH requests that the extent of the shallow water-bearing zones and the free product within the shallow water-bearing zone(s) be evaluated for the site. Please present plans to evaluate the extent of the shallow water-bearing or perched zone(s) in the revised Work Plan requested below.
3. **Groundwater Sampling Locations.** Please consider the collection of groundwater grab samples along transects to define the extent of dissolved fuel hydrocarbons prior to the installation of permanent monitoring wells. Present plans for grab groundwater sampling in the revised Work Plan requested below.
4. **Well Screen and Filter Pack Length.** Due to the presence of free product and elevated concentrations of dissolved fuel hydrocarbons within shallow water-bearing zone(s), ACEH is concerned with the potential for wells with long filter packs and screen intervals to act as vertical conduits for contaminant movement. Existing well screens and filter packs that are 20 to 30 feet in length may be potential vertical conduits for contaminant movement. The Work Plan currently proposes the installation of monitoring wells to a depth of approximately 95 feet below ground surface (bgs). Appendix B of the Work Plan indicates that the screened intervals will extend at least 10 feet above, and 10 to 20 feet below the water table. Given the potential to encounter multiple water-bearing zones at this site, installation of monitoring wells as proposed could potentially connect different water-bearing zones. Therefore, ACEH requests that the subsurface stratigraphy be evaluated and the presence of shallow water-bearing zones be identified prior to installation of monitoring wells. This could be accomplished by collection of continuous soil samples in pilot soil borings or cone penetrometer borings to identify potential shallow water-bearing zones and permeable zones near the water table prior to well installation. Please present your plans for selecting well screen and filter pack intervals in the revised Work Plan requested below.
5. **Chemical Analysis.** ACEH concurs with the proposed chemical analyses for all soil and groundwater samples.
6. **Site Conceptual Model.** The development of a Site Conceptual Model (SCM) for this site is encouraged in order to provide a framework for understanding the site conditions affecting the fate and transport of contaminants in the subsurface. A SCM is a set of working hypotheses pertaining to all aspects of the contaminant release, including site geology, hydrogeology, release history, residual and dissolved contamination, attenuation mechanisms, pathways to nearby receptors, and likely magnitude of potential impacts to

receptors. The SCM is used to identify data gaps that are subsequently filled as the investigation proceeds. As the data gaps are filled, the working hypotheses are modified, and the overall SCM is refined and strengthened. Subsurface investigations continue until the SCM no longer changes as new data are collected. At this point, the SCM is said to be "validated." The validated SCM then forms the foundation for developing the most cost-effective corrective action plan to protect existing and potential receptors.

When performed properly, the process of developing, refining and ultimately validating the SCM effectively guides the scope of the entire site investigation. We have identified, based on our review of existing data, some key data gaps in this letter and have described several tasks that we believe will provide important new data to refine the SCM. We request that your consultant develop a SCM for this site, identify data gaps, and propose specific supplemental tasks for future investigations. There may need to be additional phases of investigations, each building on the results of the prior work, to validate the SCM. Characterizing the site in this way will improve the efficiency of the work and limit its overall cost.

The SCM approach is endorsed by both industry and the regulatory community. Technical guidance for developing SCMs is presented in API's Publication No. 4699 and EPA's Publication No. EPA 510-B-97-001 both referenced above; and "Guidelines for Investigation and Cleanup of MTBE and Other Ether-Based Oxygenates, Appendix C," prepared by the State Water Resources Control Board, dated March 27, 2000.

The SCM for this project shall incorporate, but not be limited to, the following:

- a) A concise narrative discussion of the regional geologic and hydrogeologic setting obtained from your background study. Include a list of technical references you reviewed, and copies (photocopies are sufficient) of regional geologic maps, groundwater contours, cross-sections, etc.
- b) A concise discussion of the on-site and off-site geology, hydrogeology, release history, source zone, plume development and migration, attenuation mechanisms, preferential pathways, and potential threat to downgradient and above-ground receptors. Be sure to include the vapor pathway in your analysis. Maximize the use of large-scale graphics (e.g., maps, cross-sections, contour maps, etc.) and conceptual diagrams to illustrate key points. Include structural contour maps (top of unit) and isopach maps to describe the geology at your site.
- c) Identification and listing of specific data gaps that require further investigation during subsequent phases of work.
- d) Proposed activities to investigate and fill data gaps identified above.
- e) The SCM shall include an analysis of the hydraulic flow system at and downgradient from the site. Include rose diagrams for groundwater gradients. The rose diagram shall be plotted on groundwater contour maps and updated in all future reports submitted for your site. Include an analysis of vertical hydraulic gradients. Note that these likely change due to seasonal precipitation and pumping.

- f) Temporal changes in the plume location and concentrations are also a key element of the SCM. In addition to providing a measure of the magnitude of the problem, these data are often useful to confirm details of the flow system inferred from the hydraulic head measurements. Include plots of the contaminant plumes on your maps, cross-sections, and diagrams.
- g) Other contaminant release sites exist in the vicinity of your site. Hydrogeologic and contaminant data from those sites may prove helpful in testing certain hypotheses for your SCM. Include a summary of work and technical findings from nearby release sites and incorporate the findings from nearby site investigations into your SCM.
7. **Well Construction.** Please include a table of well construction details in future documents for the site. For all monitoring wells on and off-site, the well construction details table is to describe the well diameter, screen slot size, total depth of the boring, depths of the screened interval, depths of the filter pack, and other well construction details that may be relevant.
8. **Hydrogeologic Cross Sections.** Please incorporate data from the proposed and existing soil borings into one or more hydrogeologic cross sections that depict the soil layers encountered, all soil and groundwater samples collected in the borings, and analytical results for the samples. Please present the cross sections in the Soil and Groundwater Investigation Report requested below.

TECHNICAL REPORT REQUEST

Please submit technical reports to Alameda County Environmental Health (Attention: Jerry Wickham), according to the following schedule:

- **November 15, 2005** – Revised Work Plan
- **February 15, 2006** - Quarterly Report for the Fourth Quarter 2005
- **120 days following ACEH Approval of Work Plan** – Soil and Groundwater Investigation Report

These reports are being requested pursuant to California Health and Safety Code Section 25296.10. 23 CCR Sections 2652 through 2654, and 2721 through 2728 outline the responsibilities of a responsible party in response to an unauthorized release from a petroleum UST system, and require your compliance with this request.

ELECTRONIC SUBMITTAL OF REPORTS

ACEH's Environmental Cleanup Oversight Programs (LOP and SLIC) now request submission of reports in electronic form. The electronic copy is intended to replace the need for a paper copy and is expected to be used for all public information requests, regulatory review, and compliance/enforcement activities. Instructions for submission of electronic documents to the Alameda County Environmental Cleanup Oversight Program FTP site are provided on the attached "Electronic Report Upload Instructions." Submission of reports to the Alameda County FTP site is an addition to existing requirements for electronic submittal of information to the State

Water Resources Control Board (SWRCB) Geotracker website. In September 2004, the SWRCB adopted regulations that require electronic submittal of information for groundwater cleanup programs. For several years, responsible parties for cleanup of leaks from underground storage tanks (USTs) have been required to submit groundwater analytical data, surveyed locations of monitoring wells, and other data to the Geotracker database over the Internet. Beginning July 1, 2005, electronic submittal of a complete copy of all reports is required in Geotracker (in PDF format). Please visit the State Water Resources Control Board for more information on these requirements (http://www.swrcb.ca.gov/ust/cleanup/electronic_reporting).

PERJURY STATEMENT

All work plans, technical reports, or technical documents submitted to ACEH must be accompanied by a cover letter from the responsible party that states, at a minimum, the following: "I declare, under penalty of perjury, that the information and/or recommendations contained in the attached document or report is true and correct to the best of my knowledge." This letter must be signed by an officer or legally authorized representative of your company. Please include a cover letter satisfying these requirements with all future reports and technical documents submitted for this fuel leak case.

PROFESSIONAL CERTIFICATION & CONCLUSIONS/RECOMMENDATIONS

The California Business and Professions Code (Sections 6735, 6835, and 7835.1) requires that work plans and technical or implementation reports containing geologic or engineering evaluations and/or judgments be performed under the direction of an appropriately registered or certified professional. For your submittal to be considered a valid technical report, you are to present site specific data, data interpretations, and recommendations prepared by an appropriately licensed professional and include the professional registration stamp, signature, and statement of professional certification. Please ensure all that all technical reports submitted for this fuel leak case meet this requirement.

UNDERGROUND STORAGE TANK CLEANUP FUND

Please note that delays in investigation, later reports, or enforcement actions may result in your becoming ineligible to receive grant money from the state's Underground Storage Tank Cleanup Fund (Senate Bill 2004) to reimburse you for the cost of cleanup.

AGENCY OVERSIGHT

If it appears as though significant delays are occurring or reports are not submitted as requested, we will consider referring your case to the Regional Board or other appropriate agency, including the County District Attorney, for possible enforcement actions. California Health and Safety Code, Section 25299.76 authorizes enforcement including administrative action or monetary penalties of up to \$10,000 per day for each day of violation.

Shelby Lathrop
September 29, 2005
Page 6

If you have any questions, please call me at (510) 567-6791.

Sincerely,



Jerry Wickham
Hazardous Materials Specialist

Enclosure: ACEH Electronic Report Upload (ftp) Instructions

cc: Colleen Winey, QIC 80201
Zone 7 Water Agency
100 North Canyons Parkway
Livermore, CA 94551

Danielle Stefani
Livermore-Pleasanton Fire Department
3560 Nevada Street
Pleasanton, CA 94566

Keith Woodburne
TRC
1590 Solano Way, Suite A
Concord, CA 94520

Donna Drogos, ACEH
Jerry Wickham, ACEH
File

Hwang, Don, Env. Health

From: Batra, Roger [rbatra@TRCSOLUTIONS.com]
Sent: Tuesday, June 28, 2005 2:42 PM
To: Hwang, Don, Env. Health
Cc: Thomas.H.Kosel@conocophillips.com; Shelby.S.Lathrop@conocophillips.com
Subject: Additional Soil and Groundwater Investigation Work Plans for 76 Station #4625 (3070 Fruitvale Avenue, Oakland, Ca.) and 76 Station #7376 (4191 First Street, Pleasanton, Ca.)

Don,

TRC on behalf of ConocoPhillips Company (ConocoPhillips) had submitted the subject work plans to Alameda County Health Services on May 20, 2005. No comments have been received from Alameda County Health Services since the submittal of the work plans. This is just a reminder that pursuant to the 60-day rule (CCR Title 23, Division 3, Chapter 16, Article 11, Section 2722, 2e), TRC on behalf of ConocoPhillips can proceed with the implementation of the additional site assessments after July 20, 2005. If you have no objections/comments/concerns, we will assume you concur with the implementation of the aforementioned work plans.

Please call me should you have any questions or need additional information.

Thanks,

Roger Batra
Senior Project Manager
TRC 1590 Solano Way, Suite A
Concord, California 94520
925-688-2466 (Direct)
925-260-6405 (Cell)

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
DAVID J. KEARS, Agency Director



October 23, 2002

RO 361

Mr. David DeWitt
Phillips 66 Company
2000 Crow Canyon Place, Ste. 400
San Ramon, CA 94583

ENVIRONMENTAL HEALTH SERVICES
ENVIRONMENTAL PROTECTION
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577
(510) 567-6700
FAX (510) 337-9335

RE: Tosco (Unocal) Station #7376, 4191 First Street, Pleasanton - Request for Total Fuel Oxygenate Analyses

Dear Mr. DeWitt:

The case file for the referenced site was recently reviewed, up to and including the July 2002 Gettler-Ryan Inc. second quarter 2002 monitoring report. This review was primarily conducted to identify the current suite of target compounds sought in water samples collected from the various wells within the network. Our review revealed that a number of potential fuel oxygenates may not have been sought historically from samples collected from these wells.

Please direct your consultant to analyze all samples collected during the next scheduled sampling event for the presence of total fuel oxygenates (MtBE, TAME, EtBE, DIPE, and TBA) and lead scavengers (EDB and 1,2-DCA / EDC) using EPA Method 8260. Such expanded analyses may be required to continue depending upon what is found.

In addition, you are reminded that all reports for this case, *as well as all other Tosco / Phillips 66 cases*, are to be submitted under Tosco / Phillips 66 cover that is signed, under penalty of perjury, by the official Tosco / Phillips 66 project representative.

Please contact me at (510) 567-6783 should you have any questions.

Sincerely,

Scott O. Seery, CHMM
Hazardous Materials Specialist

cc: Chuck Headlee, RWQCB
Danielle Stefani, Livermore-Pleasanton Fire Department, 4550 East Ave., Livermore, CA 94550
Deanna Harding, Gettler-Ryan Inc., 6747 Sierra Ct., Ste. J, Dublin, CA 94568



TOSCO
Marketing
Company

2000 Crow Canyon Place
Suite 400
San Ramon, CA 94583
925.277.2305
fax: 925.277.2361

**Environmental
Compliance
Department**

APR 10 2001

April 6, 2001

Mr. Scott Seery
Alameda County Environmental Health Services
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577

Re: Offsite Monitor Wells
Tosco Service Station # 7376
4191 First Street
Pleasanton, CA

Dear Mr. Seery:

I am in receipt of your April 2, 2001 letter approving the Gettler-Ryan work plan to install two offsite monitor wells in the Town Square Properties. I have been in contact with Mr. Rolf Crocker, the Property Manager for Town House Properties, and have sent him copies of a map depicting our proposed locations. We will probably meet in the near future to make a final determination as to the best locations for the wells.

As we discussed earlier this week, we would like to modify the proposed work plan to allow drilling without continuous sampling for the first forty feet. This will help speed up the drilling process and present less interference to the local property owners.

If you have additional comments or concerns, please feel free to contact me at 925-277-2384.

Sincerely,

David B. De Witt
Environmental Project Manager

Cc: David Vossler, Gettler-Ryan, Petaluma

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

DAVID J. KEARS, Agency Director



April 2, 2001

STID 5017

Mr. David B. DeWitt
Tosco Marketing Company
2000 Crow Canyon Place, Ste. 400
San Ramon, CA 94583

ENVIRONMENTAL HEALTH SERVICES
ENVIRONMENTAL PROTECTION
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577
(510) 567-6700
FAX (510) 337-9335

RE: Tosco Station #7376, 4191 First Street, Pleasanton

Dear Mr. DeWitt:

This letter is sent following my review of the March 19, 2001 Gettler-Ryan Inc. (GRI) workplan for the continued off-site assessment of the underground storage tank release from the subject site. This workplan, which proposes the installation of two monitoring wells within the housing development located northwest of the site, was sent in response to the February 8, 2001 correspondence from this office requesting such a workplan. This phase of work is intended to aid in the continued development of the *Site Conceptual Model* for this site.

The cited GRI workplan is accepted with the following clarification:

- The workplan indicates that the screens for both wells will be placed at depths of 90 - 110' below grade (BG). We understand that this screen interval is based on the expectation that groundwater (GW) will be encountered at approximately 95' BG. The expected GW depth seems consistent with the anticipated occurrence and extrapolated apparent dip of a coarse-grained sedimentary layer first encountered at a depth of approximately 55' BG in wells MW-5 and -7. This coarse-grained layer is the intended target during this phase of work. Consequently, final well screen placement should be based on field observations made during boring advancement to ensure that screens are appropriately placed across the intended horizon.

Please contact me at (510) 567-6783 when fieldwork has been scheduled.

Sincerely,



Scott Q. Seery, CHMM
Hazardous Materials Specialist

c: Chuck Headlee, RWQCB
Danielle Stefani, Livermore-Pleasanton Fire Department
Matt Katen, Zone 7 Water Agency
David Vossler, Gettler-Ryan Inc., 6747 Sierra Ct., Ste. J, Dublin, CA 94568



2000 Crow Canyon Place
Suite 400
San Ramon, CA 94583
925.277.2305
fax: 925.277.2361

**Environmental
Compliance
Department**

February 27, 2001

Board of Directors
Town Square Properties Home Owner Association
C/o Mr. Rolf Crocker, Association Manager
5675 Sunol Boulevard, Suite 100
Pleasanton, CA 94566

Re: Request for Off-site Access
Tosco/Union 76 Service Station # 7376
4919 First Street
Pleasanton, CA

Dear Board of Directors:

Please let this letter serve as my introduction. I represent the Environmental Compliance Department of the Tosco Marketing Company. Tosco operates the service station behind (southeast of) the Town Square Properties on First Street. As you are probably aware, prior to the construction of the homes on the Town Square Property, a third party environmental investigation (ENGE0, 1997) was conducted on the property to determine if there were any health or environmental concerns as a result of potential groundwater contamination migrating from our service station site. The conclusions of that report remain valid.

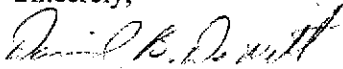
In 1998, the State of California became concerned about the potential impact of the fuel additive MtBE on groundwater. In many parts of the State, including much of Alameda County, groundwater is the major source of drinking water. The State determined that subsurface investigations should be carried out to determine the full extent of groundwater contamination related to service station operations. Our service station and your property lie within an area designated as Zone 7, which supplies drinking water to the Dublin-Pleasanton-Livermore area. While the levels of MtBE in our monitor wells are not high, the Alameda County Environmental Health Services, the Zone 7 Water Agency and the San Francisco Bay Regional Water Quality Control Board require that we determine the limits of the MtBE contamination.

I am writing this letter to request your help in obtaining an off-site access within the Town Square Properties in order to comply with this request. In conjunction with Mr. Scott Seery of the Alameda EHS, we propose to locate two monitor wells within the Town square property. Please see attached map. I am under no allusions as to what the homeowner's reaction will be to our proposed work. We believe the work can be completed within four days maximum with the work being completed during daylight hours or at times that might be more convenient. Please note these are proposed locations; we do not know where all the underground utilities area at this time. Clearly, no wells would be installed which would damage/interfere with the utilities.

I have attached for your review; two copies of a proposed access agreement that would allow us to install these wells. It is my understanding that an access agreement would be necessary for both the home owners association as well as two individual property owners. At this point, I am starting with the Town Square Properties as the initial agreement. These proposed agreements are "standard" in that they cover many applications and not all the conditions are applicable. Please let me know if you have questions and I will attempt to answer them or I will forward them to our Legal Department. I would also urge you to contact Mr. Seery of the Alameda Co EHS (510-567-6783) who can explain our requirements in greater detail. If you think it would be profitable, I (or Scott or both) can be available for questions from the Home Owner's Association.

Feel free to call me at 925-277-2384 with comments or concerns.

Sincerely,



David B. De Witt
Environmental Project Manager

Cc: Margaret Larson, Tempe
Scott Seery, Alameda Co. EHS

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

• DAVID J. KEARS, Agency Director



February 8, 2001

STID 5017

Mr. David B. DeWitt
Tosco Marketing Company
2000 Crow Canyon Place, Ste. 400
San Ramon, CA 94583

ENVIRONMENTAL HEALTH SERVICES
ENVIRONMENTAL PROTECTION
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577
(510) 567-6700
FAX (510) 337-9335

RE: Tosco Station #7376, 4191 First Street, Pleasanton

Dear Mr. DeWitt:

This letter is sent following review of the May 9, 2000 Gettler-Ryan Inc. (GRI) *Subsurface Investigation Report*, and my recent meetings with Matt Katen, Zone 7 Water Agency, and Chuck Headlee, California Regional Water Quality Control Board (RWQCB), regarding this case. This letter is also sent in follow-up to our 1/31/01 meeting in the company of David Vossler (GRI), and our site reconnaissance on 2/2/01.

As we discussed, there are several additional tasks that are necessary to move this case forward and lend a better understanding of the underlying hydrostratigraphy:

- Additional wells are necessary in the adjoining residential property to the north. During our recent site reconnaissance, several potential drilling sites were identified within this development.
- Develop cross-sections for the section line defined by wells MW-5, -6, and -8. Extend existing (or create new) cross-sections to the north that include the new wells.

Tosco is requested to explore free-phase product extraction technologies that may be employed to remove such material from well MW-5. Well MW-5 has exhibited accumulations of viscous free-phase product of up to 0.9' since June 1997. Efforts are to be expended to remove this material on a regular basis.

At this time, please submit a workplan for the referenced well installations within 60 days of the date of this letter. Please call me at (510) 567-6783 should you have any questions.

Sincerely,



Scott O. Seery, CHMM
Hazardous Materials Specialist

c: Chuck Headlee, RWQCB
Danielle Stefani, Livermore-Pleasanton Fire Department
Matt Katen, Zone 7 Water Agency
David Vossler, Gettler-Ryan Inc., 6747 Sierra Ct., Ste. J, Dublin, CA 94568

1-17-01 ■ Notes from meeting w/ Chuck Headlee (RWQCB)

- Pursue use of "enhanced leak detection" Need to consult w/ LFPD to get their endorsement. Headlee will research statutory citation that would give ACBEH COP the authority to require this. This move is called for because of continuing evidence of on-going releases (e.g., MTBE concentration increases)

⇒ • Need more down gradient wells north of site, within PUD (streets, cul-de-sacs)

1-18-01 ■ Notes from meeting w/ Matt Kaku (Zone 7)

- ⇒ • Need another X-section through wells MW-5, -6, -8
- Is screen for MW-5 into sand/gravel below fine grained layer? Or is bottom of hole plugged? If completed into underlying sand, there may be some pressurization upwards, causing apparent moundings. Logs appear to indicate bottom is plugged, w/ screen above lower sand layer

⇒ • Need more/better FP removal. Dual-phase extraction in MW-5 w/ pressure gauges in MW-6, -7, -8, -9 may answer some questions about hydraulic connections

- Wells on south of site appear screened in different hydrostratigraphic zone ~~are~~ based on different stabilized water elevations when compared to the wells to the north.



99 DEC 16 PM 2:21

December 14, 1999

Mr. Scott O. Seery
Hazardous Materials Specialist
Alameda County Health Care Services
1131 Harbor Bay Parkway
Alameda, CA 94502-6577

RE: TOSCO STATION #7376/31326, 4191 FIRST STREET, PLEASANTON

Dear Mr. Seery: *Scott:*

Pursuant to your letter dated November 16, 1999 in which you detail concerns regarding the above-referenced site, I met with Mr. David DeWitt from Tosco and a contractor on December 14, 1999, at the site. This visit included an inspection of both piping sumps and all under-dispenser pans, and included testing of piping sump and annular space monitoring system sensors.

There was no indication of a fuel release in either of the piping sumps nor in any of the (6) under-dispenser pans. Further, all four monitoring system sensors are operational.

The site is equipped with a Veeder Root TLS-350 monitoring system and does not have positive shut-off; the fuel piping is therefore tested annually using a State-approved line tightness test method (TEI Model LT-3). The lines were last tested (and passed) on January 31, 1999. Mr. DeWitt indicated their next test date has already been scheduled for the near future.

I hope this information is of use to you. Please feel free to call me at (925) 454-2339 if you have any questions or additional concerns.

Sincerely,

Julie Belomy
Julie Belomy
Hazardous Materials Consultant

cc: David DeWitt, Tosco
Danielle Stefani, Hazardous Materials Coordinator

Unocal
4921 - 1st Street
Pleasanton

11-22-88

Memo to file:

I stopped by today to check the status of the drilling/well construction that began yesterday (Sunday). Clyde Galantine (GPI) indicated that there was a bit of a setback yesterday when a piece of "drilling" equipment was broken while it was down-hole. The actuating rod sheared and was stuck. Consequently, the hole was overdrilled from approximately 67-80' BG in order to retrieve the piece and reinsert the borehole. Unfortunately, the depth where this occurred was at the point where PID readings (400 ppm) were first registered. No sampling or soil screening was possible in the overdrilling, apparently. Once drilled began again under "normal" conditions, no PID deflections occurred to the extent drilled.

SES

11-23-88

On-site again to check status of vertical-UCBS profile boring. As no H₂O had been encountered as of yesterday afternoon, the hole, drilled to ~100', was left open overnight. This morning it was cased in to ~85'. The driller cleaned out the hole back down to ~102' BG. Still no water, even though water was in the 65-75' range in two wells within 30' or so in opposing directions. This may be due to the higher clay content in the gravels encountered at those depths. G. Galantine (GPI) and I discussed other possible locations should our goals for this borehole not be realized.

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

DAVID J. KEARS, Agency Director



November 16, 1999

STID 5017

ENVIRONMENTAL HEALTH SERVICES

ENVIRONMENTAL PROTECTION

1131 Harbor Bay Parkway

Alameda, CA 94502-6577

(510) 567-6700

(510) 337-9432

Mr. David B. DeWitt
Tosco Marketing Company
2000 Crow Canyon Place, Ste. 400
San Ramon, CA 94583

RE: Tosco Station #7376, 4191 First Street, Pleasanton

Dear Mr. DeWitt:

This letter is sent in follow-up to my review of the case file and 1999 sampling reports for the subject Tosco site. Recent sampling data appear to demonstrate that a "recent" product release (or releases) has (have) occurred at this site.

Laboratory data for ground water samples collected from well MW-3 show a marked increase in dissolved-phase gasoline compounds beginning in March 1999. Up to 26,000 ug/l TPH-G and 3,100 ug/l benzene, among other components, were found in samples collected in March 1999 from well MW-3. In June 1999, concentrations of nearly all target compounds were curiously below laboratory detection limits in this well. The September 1999 sampling data, on the other hand, demonstrate a rebound in magnitude to concentrations similar to those of March 1999. For the two-year period preceding the 1999 sampling events, the data appeared to demonstrate the occurrence of only residual concentrations in this well. Curiously, the March and September 1999 samples exhibit "low" MtBE concentrations relative to TPH-G, for example.

Samples collected from well MW-2B, located directly downgradient of the tank cluster, do not show similar concentration trends. Samples collected from this well have for years shown relatively stable, albeit elevated, concentrations of MtBE. The remaining fuel components are typically below laboratory detection limits or at very low residual levels.

It may be that this apparent release was derived not from the tanks themselves but, rather, from the product lines and/or dispensers. The substantial depth to water and complex sedimentary geology beneath this site, however, impede simple interpretation of these sampling data. Further, if these sampling results do turn out to be evidence of a "recent" release, the relative absence of MtBE would tend to point towards a product source void of this particular additive.

Mr. David DeWitt
RE: Tosco #7376, 4191 First St., Pleasanton
November 16, 1999
Page 2 of 2

Please evaluate the integrity of the tank system at this site in whatever manner is required to reach firm conclusions. Please also review, in detail, product delivery records for this site to determine, with certainty, the sources and make-up of fuel supplied to this facility in the last 24 months.

The Livermore-Pleasanton Fire Department, the local CUPA with jurisdiction over this site, is being notified of these concerns by way of copy of this letter. I would recommend that Tosco coordinate with them regarding the issues raised in this letter should joint inspections or records audits appear warranted.

Please call me at (510) 567-6783 should you have any questions.

Sincerely,



Scott O. Seery, CHMM
Hazardous Materials Specialist

c: Ariu Levi, Chief, Environmental Protection, ACDEH
Chuck Headlee, RWQCB
Danielle Stefani, Livermore-Pleasanton Fire Department
Matt Katen, Zone 7 Water Agency



ENVIRONMENTAL
PROTECTION

99 OCT 13 PM 3:25

2000 Crow Canyon Place
Suite 400
San Ramon, CA 94583
925.277.2305
fax: 925.277.2361

**Environmental
Compliance
Department**

October 12, 1999

Mr. Robert Clark
Ms. Linda Lee
1279 Cumberland Avenue
San Leandro, CA 94579

Re: Access Agreement
Tosco/76 Products Service Station # 7376
4191 First Street
Pleasanton, CA

Dear Mr. Clark:
Ms. Lee:

For your files, please find attached a fully executed access agreement to your property as we discussed on October 7, 1999 at the site. I appreciate your quick response to our request.


We are currently in the process of planning for the installation of the soil boring and monitor in about a month's time. We will be trying to arrange for the work to occur on a Sunday in accordance with your wishes. We will let you know the date as soon as it is finalized. We will also provide notice for your tenants to let them know of the work schedule.

Should there be any problems, please let me know so that we may rectify the situation. I may be reached at 925-277-2384.

Sincerely,

A handwritten signature in cursive script, appearing to read 'David B. De Witt'.

David B. De Witt
Environmental Project Manager

Cc: 
Mr. Clyde Galantine, Gettler-Ryan (no enclosures)
files

Clovel
4191 1st Street
Pleasanton
memo to file:

10-7-99

On-site during the initial 55' of drilling today for the latest off-site well (MW-9?). A wet "perched" zone was reached in a gravel layer around 50' or so. The plan was to continue down to ~75' before building the well, however. I was informed after my departure from the site, though, that quite a bit of water collected in the boring when drilling was temporarily halted for a while at the ~60' depth. A "grab" sample was collected from that depth, and drilling proceeded.

Another shallower well may be installed adjacent to this one ~~and~~ drilled today. X-sections will be viewed and revised and the grab sample analyzed before a final decision is made on this issue.

205

TOSCO MARKETING
COMPANY

FAX

ENVIRONMENTAL REMEDIATION
and COMPLIANCE2000 Crow Canyon Place, Suite 400
San Ramon, CA 94583
fax (925) 277-2361

TO: Scott Seery

COMPANY: Alameda Co. - HCS

FAX NO: 510-337-9335

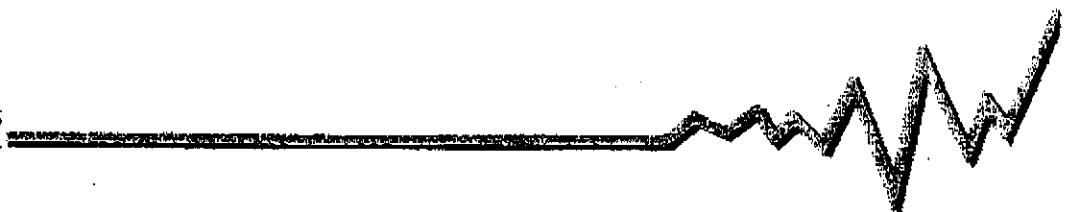
DATE: 10-5-99 PAGES SENT: 4 (including cover)

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone and return the original message to the sender at the above address via the US Postal Service. Thank you.

FROM: Diane Dewitt

PHONE: 925-277-2384

COMMENTS: Copies of proposed access agreement available if requested.





TOSCO
Marketing
Company

2000 Crow Canyon Place
Suite 400
San Ramon, CA 94583
925.277.2305
fax: 925.277.2361

**Environmental
Compliance
Department**

August 9, 1999

^{obert}
Mr. Richard Clark & Ms. Linda Lee
1279 Cumberland Avenue
San Leandro, CA 94579

Re: ACCESS PERMISSION

Property adjacent to:
76 Station #7376
4191 First Street
Pleasanton, CA

Dear Mr. Clark and Ms. Lee,

On June 7, 1999, we sent a License Agreement for your review. At this time we are following up to determine if you find the agreement terms acceptable or if you have any questions or concerns. Attached are two copies of the License Agreement in the case they were misplaced.

Thank you for your careful consideration in this matter. Please, feel free to contact David B. De Witt at (925) 277-2384 with any questions or comments.

Sincerely,

Janette M. Thompson
Environmental Compliance Department

cc: David B. De Witt, Environmental Project Manager
File

Follow up Letter



2000 Crow Canyon Place
Suite 400
San Ramon, CA 94583
925.277.2308
fax: 925.277.2361

**Environmental
Compliance
Department**

June 7, 1999

Mr. ^{Robert} Richard Clark & Ms. Linda Lee
1279 Cumberland Avenue
San Leandro, CA 94579

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Article No. P 573 294 202**

Re: ACCESS PERMISSION

Property adjacent to:
76 Station #7376
4191 First Street
Pleasanton, CA

Dear Mr. Clark and Ms. Lee,

Enclosed are two copies of a License Agreement requesting access to the property designated as Assessor's Parcel Number 94-110-47-3 located at 4183 First Street, Pleasanton, California, for the purpose of drilling one exploratory soil boring and one groundwater monitoring well. Attached is a map which shows the approximate locations of both the soil boring and groundwater monitoring well. Once the well is installed, we will need to continue quarterly groundwater monitoring and sampling activities. It is anticipated that the well will be destroyed within three years of installation, unless Alameda County Health Agency request further studies.

If this agreement meets with your approval, please have two copies of the agreement signed and returned to the attention of David B. De Witt at the following address:

Tosco Corporation
2000 Crow Canyon Place, Suite 400
San Ramon, CA 94583

A fully executed copy will then be returned to your attention. If you should have any questions regarding the agreement, please contact David B. De Witt at (925) 277-2384.

Sincerely,

A handwritten signature in cursive script that reads 'Janette M. Thompson'.

Janette M. Thompson
Environmental Compliance Department.

cc: David B. De Witt, Environmental Project Manager





GETTLER-RYAN INC.

April 22, 1999

Mr. David De Witt
Tosco Marketing Company
2000 Crow Canyon Road, Suite 400
San Ramon, California 94583

RECEIVED
APR 30 1999
ENV. COMPLIANCE

Subject: **Adjacent Property Information**
Tosco 76 Product Facility No. 7376
4191 First Street
Pleasanton, California

Mr. De Witt:

Enclosed is information from the Alameda County Assessor's Office on the property adjacent to the subject site. The phone number listed was taken from a rental sign on the front of this office building.

APN 94-110-47-3

Property Address: 4183 First Street, Pleasanton, California
Owner's Names: Robert Clark and Linda Lee
Owner Address: 1279 Cumberland Avenue
San Leandro, California 94579

Rental Phone Number: (800) 788-3980

*Judy Moffatt-Plater
RelMax West*

The building on the above property consists of rental offices for small companies. If you have any questions, please call me at (925) 551-7555.

Sincerely,

Clyde J. Galantine
Project Geologist

cc: GR files

*Nature Sunshine, S.C.
510/ 357-3003
prop. owner phone #*

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

DAVID J. KEARS, Agency Director



August 13, 1999

ENVIRONMENTAL HEALTH SERVICES

1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577
(510) 567-6700
(510) 337-9335 (FAX)

STID 5017

Mr. David DeWitt
Tosco Marketing Company
P.O. Box 5155
San Ramon, CA 94583

RE: UNOCAL STATION #7376, 4191 FIRST STREET, PLEASANTON

Dear Mr. DeWitt:

Review of the May 28, 1999 Gettler-Ryan Inc. (GRI) subsurface investigation work plan has been completed. This work plan was submitted to address issues discussed during our April 20th meeting with Chuck Headlee of the California Regional Water Quality Control Board, San Francisco Bay region (RWQCB). This plan was later amended July 7, 1999 after conversations I shared with Clyde Galantine (GRI) regarding depth-discrete groundwater sampling protocols. The cited work plan proposes the installation of two (2) additional off-site monitoring wells, an additional off-site soil boring, the collection of soil samples for completion of a Risk-Based Corrective Action (RBCA) evaluation of the adjoining commercial property, and the collection of depth-discrete groundwater samples, among other proposed tasks.

The cited GRI work plan, as amended, has been accepted with the following conditions:

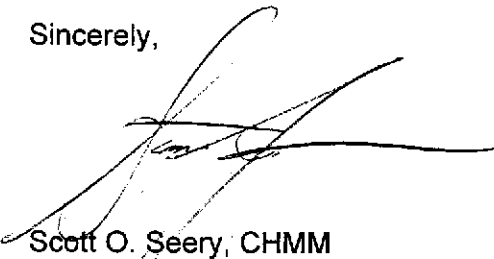
1. Both the soil boring proposed west of well MW-2B and the well planned for installation on the adjoining commercial property to the north shall be continuously cored and logged.
2. Well sampling shall occur no sooner than 24 hours following well development.
3. Vertically-discrete "grab" groundwater samples collected from the sole soil boring shall begin at the groundwater interface, and again at each additional 5' depth interval until advanced a minimum of 30' into the water-bearing zone.
4. RBCA samples should be collected from two depths, at a minimum. It is recommended, based on the lithologic log for boring B-12, that one such sample be collected within the anticipated shallow silt/clay horizon, and a second sample from the sand/gravel horizon which is expected to be encountered immediately below.

I understand that field work has been delayed from the end of August until the last week in September due to difficulties in securing off-site access and the availability of a drilling contractor. Please keep me informed of the final drilling schedule.

Mr. David De Witt
RE: 76 Station, 4191 First Street, Pleasanton
August 13, 1999
Page 2 of 2

I may be reached at (510) 567-6783 should you have any questions.

Sincerely,

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

Scott O. Seery, CHMM
Hazardous Materials Specialist

cc: Chuck Headlee, RWQCB
Danielle Stefani, Livermore-Pleasanton Fire Department
Mat Katen, Zone 7
Dave Vossler, Gettler-Ryan, Inc., 6747 Sierra Ct., Ste. J, Dublin, CA 94568



TOSCO
Marketing
Company

2000 Crow Canyon Place
Suite 400
San Ramon, CA 94583
925.277.2305
fax: 925.277.2361

**Environmental
Compliance
Department**

LIST OF LANDOWNERS FORM

Name of Local Agency: Alameda County – Environmental Health Services
Street Address: 1131 Harbor Bay Parkway, Suite 250
City: Alameda, CA 94502-6577

SITE ADDRESS

Name: 76 Products Service Station #7376
Address: 4191 1st Street
Pleasanton, CA

CURRENT RECORD FEE TITLE OWNERS

Owner: Clover Trust
Address: c/o Tosco Corporation
Real Estate Department – Susan Spencer
1500 North Priest Drive
Tempe, AZ 85281

In accordance with section 25297.15(a) of Chapter 6.7 of the Health and Safety Code, I certify the above listed fee title owner and their mailing addresses are true and correct to the best of my knowledge.

Sincerely,

David B. De Witt
Environmental Project Manager

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

DAVID J. KEARS, Agency Director



ENVIRONMENTAL HEALTH SERVICES

ENVIRONMENTAL PROTECTION (LOP)

1131 Harbor Bay Parkway, Suite 250

Alameda, CA 94502-6577

(510) 567-6700

FAX (510) 337-9335

May 6, 1999

STID 5017

Mr. David DeWitt
Tosco Marketing Company
2000 Crow Canyon Place, Ste. 400
San Ramon, CA 94583

RE: UNOCAL Station #7376, 4191 1st Street, Pleasanton

LANDOWNER NOTIFICATION AND PARTICIPATION REQUIREMENTS

Dear Mr. DeWitt:

This letter is to inform you of new legislative requirements pertaining to cleanup and closure of sites where an unauthorized release of hazardous substance, including petroleum, has occurred from an underground storage tank (UST). Section 25297.15(a) of Ch. 6.7 of the Health & Safety Code requires the primary or active responsible party to notify all current record owners of fee title to the site of: 1) a site cleanup proposal, 2) a site closure proposal, 3) a local agency intention to make a determination that no further action is required, and 4) a local agency intention to issue a closure letter. Section 25297.15(b) requires the local agency to take all reasonable steps to accommodate responsible landowners' participation in the cleanup or site closure process and to consider their input and recommendations.

For purposes of implementing these sections, you have been identified as the primary or active responsible party. Please provide to this agency, within twenty (20) calendar days of receipt of this notice, a complete mailing list of all current record owners of fee title to the site. You may use the enclosed "list of landowners" form (sample letter 2) as a template to comply with this requirement. If the list of current record owners of fee title to the site changes, you must notify the local agency of the change within 20 calendar days from when you are notified of the change.

If you are the sole landowner, please indicate that on the landowner list form. The following notice requirements do not apply to responsible parties who are the sole landowner for the site.

LANDOWNER NOTIFICATION

Re: 4191 1st Street, Pleasanton

May 6, 1999

Page 2 of 2

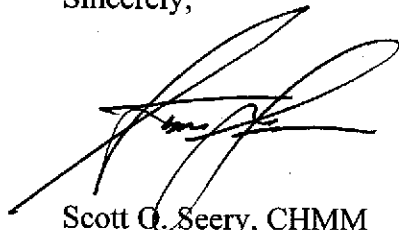
In accordance with Section 25297.15(a) of Ch. 6.7 of the Health & Safety Code, you must certify to the local agency that all current record owners of fee title to the site have been informed of the proposed action before the local agency may do any of the following:

- 1) consider a cleanup proposal (corrective action plan)
- 2) consider a site closure proposal
- 3) make a determination that no further action is required
- 4) issue a closure letter

You may use the enclosed "notice of proposed action" form (sample letter 3) as a template to comply with this requirement. Before approving a cleanup proposal or site closure proposal, determining that no further action is required, or issuing a closure letter, the local agency will take all reasonable steps necessary to accommodate responsible landowner participation in the cleanup and site closure process and will consider all input and recommendations from any responsible landowner.

Please call me at (510) 567-6783 should you have any questions about the content of this letter.

Sincerely,



Scott G. Seery, CHMM
Hazardous Materials Specialist

Attachments

cc: Chuck Headlee, RWQCB
Danielle Stefani, Livermore-Pleasanton Fire Department

SAMPLE LETTER (2): LIST OF LANDOWNERS FORM

Name of local agency
Street address
City

SUBJECT: CERTIFIED LIST OF RECORD FEE TITLE OWNERS FOR (*Site Name and Address*)

(Note: Fill out item 1 if there are multiple site landowners. If you are the sole site landowner, skip item 1 and fill out item 2.)

1. In accordance with section 25297.15(a) of Chapter 6.7 of the Health & Safety Code, I, (*name of primary responsible party*), certify that the following is a complete list of current record fee title owners and their mailing addresses for the above site:

2. In accordance with section 25297.15(a) of Chapter 6.7 of the Health & Safety Code, I, (*name of primary responsible party*), certify that I am the sole landowner for the above site.

Sincerely,

Signature of primary responsible party

Name of primary responsible party

SAMPLE LETTER 3: NOTICE OF PROPOSED ACTION SUBMITTED TO LOCAL AGENCY

Name of local agency
Street address
City

SUBJECT: NOTICE OF PROPOSED ACTION SUBMITTED TO LOCAL AGENCY
FOR *(Site Name and Address)*

In accordance with section 25297,15(a) of Chapter 6.7 of the Health & Safety Code, I, *(name of primary responsible party)*, certify that I have notified all responsible landowners of the enclosed proposed action. Check space for applicable proposed action(s):

- cleanup proposal (corrective action plan)
- site closure proposal
- local agency intention to make a determination that no further action is required
- local agency intention to issue a closure letter

Sincerely,

Signature of primary responsible party

Name of primary responsible party

cc: Names and addresses of all record fee title owners

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

DAVID J. KEARS, Agency Director



February 18, 1999

STID 5017

Mr. David DeWitt
Tosco Marketing Company
P.O. Box 5155
San Ramon, CA 94583

ENVIRONMENTAL HEALTH SERVICES

1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577
(510) 567-6700
(510) 337-9335 (FAX)

RE: UNOCAL STATION #7376, 4191 FIRST STREET, PLEASANTON

Dear Mr. DeWitt:

I understand that you have taken over management of this case on behalf of Tosco. For your information, this active underground storage tank site is considered a "priority case" from the perspective of this office and that of the Zone 7 Water Agency in Pleasanton due to its location at the edge of the groundwater basin, the underlying geology, and groundwater depth. Groundwater occurs below this site (as converted to elevation above MSL) at a depth consistent with water encountered within the main groundwater basin, a concern to Zone 7. As you likely know, both Zone 7 and City of Pleasanton extract and rely on such groundwater for municipal drinking water purposes.

During June 1998, several soil borings and wells were completed both on and adjacent to this site as part of the ongoing investigation. A report documenting this work has not been presented to this office. Over 8 months have now passed since the fieldwork was completed. This concerns us.

Please see to it that this report is submitted within 15 days of the date of this letter. Please be advised that this letter constitutes an official request for technical reports pursuant to Water Code Section 13267(b) and provisions of Title 23, Article 11, California Code of Regulations.

I may be reached at (510) 567-6783 should you have any questions.

Sincerely,


Scott O. Seery CHMM
Hazardous Materials Specialist

cc: Chuck Headlee, RWQCB
Danielle Stefani, Livermore-Pleasanton Fire Department
Craig Mayfield, Zone 7
Dave Vossler, Gettler-Ryan, Inc., 6747 Sierra Ct., Ste. J, Dublin, CA 94568



State Water Resources Control Board



Peter M. Rooney
Secretary for
Environmental
Protection

John P. Caffrey, Chairman

Pete Wilson
Governor

Division of Clean Water Programs

2014 T Street, Suite 130 • Sacramento, California 95814 • (916) 227-4539 FAX (916) 227-2680
Mailing Address: P.O. Box 944212 • Sacramento, California • 94244-2120
Internet Address: <http://www.swrcb.ca.gov/~cwphome/ustcf/fundhome.htm>

PROCESSED
SECTION
09 SEP 25 1998 PM 3:29

September 25, 1998

ST10# 5017
SOS

Ron Schwab
Unocal Corp.
376 Valencia Ave S #A-113
Brea, CA 92823-6345

UNDERGROUND STORAGE TANK CLEANUP FUND PROGRAM, NOTICE OF ELIGIBILITY DETERMINATION: CLAIM NUMBER 13275; FOR SITE ADDRESS: 4191 1ST ST, PLEASANTON

Your claim has been accepted for placement on the Priority List in Priority Class "D" with a deductible of \$10,000.

Compliance Review: After adoption of the Priority List, staff will review, verify, and process applications based on their priority and rank within a priority class. During this Compliance Review, staff may request additional information needed to verify eligibility. Once review of the application is complete and the claim is determined to be valid, a Letter of Commitment will be issued obligating funds toward the cleanup. After the compliance review, your claim may be rejected if Division staff determine that you have not complied with regulations governing site cleanup, you have not supplied necessary information or documentation, or your claim application contains a material error. In such event, you will be issued a Notice of Intended Removal from the Priority List, informed of the basis for the proposed removal of your claim, and provided an opportunity to correct the condition that is the basis for the proposed removal. **Your claim will be barred from further participation in the Fund, however, if the claim application contains a material error resulting from fraud or intentional or negligent misrepresentation.**

Record keeping: During your cleanup project you should keep complete and well organized records of all corrective action activity and payment transactions. If you are eventually issued a Letter of Commitment, you will be required to submit: (1) copies of detailed invoices for all corrective action activity performed (including subcontractor invoices), (2) copies of canceled checks used to pay for work shown on the invoices, (3) copies of technical documents (bids, narrative work description, reports), and (4) evidence that the claimant paid for the work performed (not paid by another party). These documents are necessary for reimbursement and failure to submit them could impact the amount of reimbursement made by the Fund. **It is not necessary to submit these documents at this time; however, they will definitely be required prior to reimbursement.**

Compliance with Corrective Action Requirements: In order to be reimbursed for your eligible costs of cleanup incurred after December 2, 1991, you must have complied with corrective action requirements of Article 11, Chapter 16, Division 3, Title 23, California Code of Regulations. Article 11 categorized the corrective action process into *phases*. In addition, Article 11 requires the responsible party to submit an **investigative workplan/Corrective Action Plan** (CAP) before performing any work. This phasing process and the workplan/CAP requirements were intended to:

1. help the responsible party undertake the necessary corrective action in a cost-effective, efficient and timely manner;

2. enable the regulatory agency to review and approve the proposed cost-effective corrective action alternative before any corrective action work was performed; and
3. ensure the Fund will only reimburse the most cost-effective corrective action alternative required by the regulatory agency to achieve the minimum cleanup necessary to protect human health, safety and the environment.

In some limited situations *interim cleanup* will be necessary to mitigate a demonstrated immediate hazard to public health, or the environment. Program regulations allow the responsible party to undertake interim remedial action after: (1) notifying the regulatory agency of the proposed action, and; (2) complying with any requirements that the regulatory agency may set. Interim remedial action should only be proposed when necessary to mitigate an immediate demonstrated hazard. ***Implementing interim remedial action does not eliminate the requirement for a CAP and an evaluation of the most cost-effective corrective action alternative.***

Three bids and Cost Preapproval: Only corrective action costs required by the regulatory agency to protect human health, safety and the environment can be claimed for reimbursement. You must comply with all regulatory agency time schedules and requirements and you must obtain three bids for any required corrective action. Unless waived in writing, you are required to obtain preapproval of costs for all future corrective action work. ***If you do not obtain three bids and cost preapproval, reimbursement is not assured and costs may be rejected as ineligible.***

If you have any questions, please contact me at (916) 227-4539.

Sincerely,



Cheryl Gordon
Claim Review Unit
Underground Storage Tank Cleanup Fund

cc: Mr. Thomas Peacock
Alameda County EHD
1131 Harbor Bay Pkway, 2nd Fl.
Alameda, CA 94502-6577



Peter M. Rooney
Secretary for
Environmental
Protection

State Water Resources Control Board

John P. Caffrey, Chairman



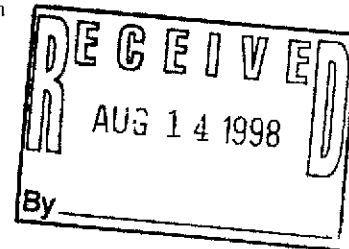
Pete Wilson
Governor

Division of Clean Water Programs

2014 T Street, Suite 130 • Sacramento, California 95814 • (916) 227-4539 FAX (916) 227-4530
Mailing Address: P.O. Box 944212 • Sacramento, California • 94244-2120
Internet Address: <http://www.swrcb.ca.gov/~cwphome/ustcf/fundhome.htm>

August 11, 1998

5017
SOS



Ron Schwab
Unocal Corp.
376 Valencia Ave S #A-113
Brea, CA 92823-6345

UNDERGROUND STORAGE TANK CLEANUP FUND PROGRAM, REQUEST FOR FURTHER DOCUMENTATION DURING INITIAL REVIEW: CLAIM NUMBER 13275; FOR SITE ADDRESS: 4191 1ST ST, PLEASANTON 94566

After reviewing your claim application to the Cleanup Fund, we find that the following additional information is needed to determine your eligibility for placement on the Priority List:

- A copy of the permit to own or operate the USTs that were installed in 1987 after the former ones were removed. Submit the operating permit issued by the local implementing agency dated between January 1, 1984 and January 1, 1990 (pursuant to Chapter 6.7 of the Health and Safety Code).
- Verification from the local agency that an unauthorized release of petroleum was discovered in October 1994 from the piping that was connected to the tanks that were installed in 1987.

NOTE: Failure to respond to this request within thirty (30) calendar days from the date of this letter may result in an ineligibility determination of your claim.

If you have any questions, please contact me at (916) 227-4539.

Sincerely,

Cheryl Gordon

Cheryl Gordon
Claim Review Unit
Underground Storage Tank Cleanup Fund

Enclosure

cc: Mr. Thomas Peacock
Alameda County EHD
1131 Harbor Bay Pkway, 2nd Fl.
Alameda, CA 94502-6577





GETTLER - RYAN INC.

August 10, 1998

Mr. Wyman Hong
Zone 7 Water Agency
5997 Parkside Drive
Pleasanton, California 94588

**Subject: Drilling Permit Application Extension: Transportation Corridor and Tosco
(Unocal) Service Station No. 7376, 4191 1st Street, Pleasanton, California, and
Tosco (Unocal) Service Station No. 4186, 1771 1st Street, Livermore, California**

Mr. Hong:

At your request, Gettler-Ryan Inc. (GR) is applying for extensions for drilling permits 98083 and 98084 for the above sites. One groundwater monitoring well (MW-7) has yet to be installed in the transportation corridor (former railroad) adjacent to Tosco No. 7376 (#98083), due to access and equipment availability problems. The tentative schedule will have this well installed in August 1998. Field work has been completed at Tosco No. 4186 (#98084), but the surveying and reporting has not been completed. Both reports will be completed by September 30, 1998.

Please call me at (510) 551-7555 if you should have any questions.

Sincerely,
Gettler-Ryan Inc.

Clyde J. Galantine
Project Geologist

cc: Tina Berry, Tosco Marketing Company
 Scott Seery, Alameda County Health Care Services Agency

140107

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
DAVID J. KEARS, Agency Director



June 10, 1998

STID 5017

ENVIRONMENTAL HEALTH SERVICES
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577
(510) 567-6700
(510) 337-9335 (FAX)

TRANSMITTED VIA FACSIMILE

Ms. Tina Berry
Tosco Marketing Company
2000 Crow Canyon Place, Ste. 400
San Ramon, CA 94583

RE: UNOCAL STATION #7376, 4191 FIRST STREET, PLEASANTON

Dear Ms. Berry:

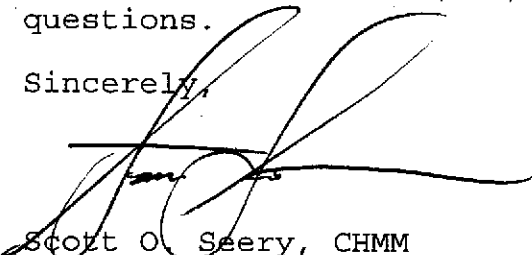
Residual product was discovered in soil capillaries and coarser stringers encountered during the drilling of boring B-11 at this site. Such residual product was identified from approximately 15' below grade (BG) to final depth at around 85' BG.

Boring B-11 was drilled using a technique allowing retrieval of nearly continuous cores. Of the remaining borings at the site, only boring B-12 is slated to be drilled using this technique.

In light of the discovery of residual product in boring B-11, please instruct your consultant to drill boring B-10 using this same protocol.

Please contact me at (510) 567-6783 should you have any questions.

Sincerely,



Scott O. Seery, CHMM
Hazardous Materials Specialist

cc: Mee Ling Tung, Director, Environmental Protection
Chuck Headlee, RWQCB
Chris Boykin, Livermore-Pleasanton Fire Department
Dave Vossler, Gettler-Ryan Inc.
Craig Mayfield, Zone 7

1998.06-10 16:59
510 337 9335
ALAMEDA CO EHS HAZ-OPS

COM No.	REMOTE STATION	START TIME	DURATION	PAGES	RESULT	USER ID	REMARKS
672	5102772361	06-10 16:59	00' 37	01/01	OK		

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TOSCO

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
DAVID J. KEARS, Agency Director



June 10, 1998

STID 5017

ENVIRONMENTAL HEALTH SERVICES

1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577
(510) 567-6700
(510) 337-9335 (FAX)

TRANSMITTED VIA FACSIMILE

Ms. Tina Berry
Tosco Marketing Company
2000 Crow Canyon Place, Ste. 400
San Ramon, CA 94583

RE: UNOCAL STATION #7376, 4191 FIRST STREET, PLEASANTON

Dear Ms. Berry:

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Please contact me at (510) 567-6783 should you have any questions.

Sincerely,

COM No.	REMOTE STATION	START TIME	DURATION	PAGES	RESULT	USER ID	REMARKS
670	510 551 7888	06-10 16:54	01' 19	01/01	OK		

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Getten-Ryan

ALAMEDA COUNTY
 HEALTH CARE SERVICES



AGENCY
 DAVID J. KEARS, Agency Director

June 10, 1998

STID 5017

ENVIRONMENTAL HEALTH SERVICES
 1131 Harbor Bay Parkway, Suite 250
 Alameda, CA 94502-6577
 (510) 567-6700
 (510) 837-9335 (FAX)

TRANSMITTED VIA FACSIMILE

Ms. Tina Berry
 Tosco Marketing Company
 2000 Crow Canyon Place, Ste. 400
 San Ramon, CA 94583

RE: UNOCAL STATION #7376, 4191 FIRST STREET, PLEASANTON

Dear Ms. Berry:

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Please contact me at (510) 567-6783 should you have any questions.

ALAMEDA COUNTY
HEALTH CARE SERVICES



AGENCY
DAVID J. KEARS, Agency Director

June 8, 1998

ENVIRONMENTAL HEALTH SERVICES

1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577
(510) 567-6700
(510) 337-9335 (FAX)

STID 5017

Ms. Tina Berry
Tosco Marketing Company
2000 Crow Canyon Place, Ste. 400
San Ramon, CA 94583

RE: UNOCAL STATION #7376, 4191 FIRST STREET, PLEASANTON

Dear Ms. Berry:

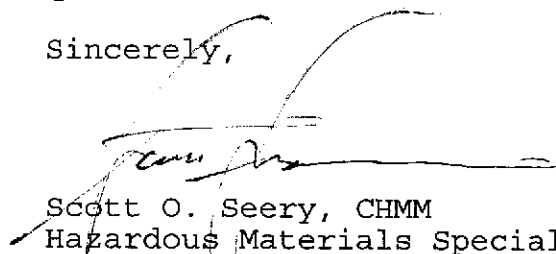
We are in receipt of the May 11, 1998 Gettler-Ryan Inc. (GRI) addendum to the previous Kaprealian Engineering Inc. (KEI) work plan dated May 6, 1997. The GRI addendum includes the addition of several soil borings (B-8 through B-12) with continuous coring of two (B-10 and -11), as well as changes to the final location and reduced number of proposed monitoring wells.

A preliminary version of the GRI addendum was amended and annotated in the field today during discussion with GRI's field geologist Clyde Galantine. A more recent version of the GRI addendum (minus the noted annotation) was received today via facsimile under signature of GRI's Stephen Carter, R.G.

The cited KEI work plan, as amended by GRI, and as annotated today, is accepted.

Please contact me at (510) 567-6783 should you have any questions.

Sincerely,


Scott O. Seery, CHMM
Hazardous Materials Specialist

cc: Mee Ling Tung, Director, Environmental Protection
Chuck Headlee, RWQCB
Chris Boykin, Livermore-Pleasanton Fire Department
Dave Vossler, Gettler-Ryan Inc.

Ulmer / TOSCO
4191 First St.
Pleasanton

April 10, 1998

MEMO to file:

Tina Berry (TOSCO) and Dave Vossler (Gettler-Ryan) met today to discuss revisions to the pending SWI at this site. We agreed that several on-site GeoProbe/boreholes would be advanced along the west and north flanks in areas not previously intruded, with continuous cores logged. This is to attempt to clarify undergeology and trace FP occurrence. Off-site wells as already proposed to be completed. One additional well between MW-5 and -2B to be considered.

All previous and new geologic info to be applied to a series of X-sections.

A proposal is pending for this work.

SS

Off-site assessment

FP

dissolved

RBCA / receptors (photos)

Recent sampling

FP

MCBE (MW-2A)

UST compliance

historic problem w/ H₂O in sumps / tanks

- John Rogers (A/CofW)
- on-site GeoProbe / borings
- continuous cores
- off-site (wells @ proposal)
and between MW 2B and MW-5
- apply all previous boring data / logs
on one map / series of section

"Crude oil"

- it is not crude oil - its GC fingerprint merely mimics crude (according to Entrix) as there is a range of C_n compounds present
- 75% of FP derived from gasoline, only moderately weathered

MTBE

- well MW 2-B (between 3000 - 5200 ppb) 3/96 - 9/97

UST operation / compliance

- certified? NO
- problems historically w/ water in USTs and sumps



Tosco Marketing Company
2000 Crow Canyon Place, Ste. 400
San Ramon, California 94583
Telephone: 510-277-2305
Facsimile: 510-277-2361

Environmental Compliance
Department

March 19, 1998

Mr. Scott Seery
Alameda Health Care Services Agency
1131 Harbor Way
Alameda, CA

SUBJECT: 76 (former UNOCAL) SS#7376

4191 First Street @ Ray Street
Pleasanton, California

Dear Mr. Seery:

Tosco provides comments to your request for additional information and clarification on issues addressed at our January 8, 1998 meeting and your subsequent February 9, 1998 letter. Please note the following:

Tosco procured the services of Gettler-Ryan, Inc. (GRI) to follow-up and pursue information concerning the Santa Fe Pipeline located northwest and adjacent to the 76 station. Information obtained from GRI indicated that crude oil is not and has never been processed through the pipeline. A copy of GRI's March 9, 1998 letter is attached. The source of the weathered crude oil discussed in Entrix's forensic evaluation report remains a mystery and is not believed to have originated from the 76 facility nor with prior site uses.

Information was obtained on the fuel deliveries to the subject site for the time period February 1988 through December 1997. The majority of fuel deliveries to the station appear to have originated from Tosco's (formerly UNOCAL's) Richmond Terminal. Based on conversations with Mr. David Streeter of the Richmond Terminal, the terminal obtains fuels exclusively from Tosco's Rodeo Refinery. However, the site has historically accepted fuels from several other terminals in northern California making it difficult, if not impossible, to perform meaningful comparisons of fuels delivered to the site, and the product present in well MW5.

We have not evaluated the current chemical nature of Tosco fuels for comparison with the MW5 product. It is my understanding that the fuel chemistry changes seasonally so any testing would require several product analyses. Since product was detected in MW5 shortly after Tosco's ownership (two months) and the well was

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TOSCO

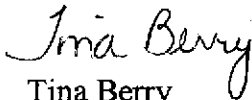
previously impacted with high levels of hydrocarbons it is highly probable that release(s) impacting MW5 occurred prior to Tosco's ownership of the station. It is uncertain what useful information could be obtained from analytical testing and evaluation of Tosco's current fuels.

Entrix did not include specific discussions on MTBE. However, MTBE was detected in well MW5 between September 1996 and March 1997 with (declining) levels ranging between 4100 ppb and 1700 ppb. Free product was first detected in MW5 during the June 1997 sampling event and therefore no MTBE analysis was performed. MTBE is a common additive to all gasoline, regardless of the refining source.

Tosco is prepared to initiate drilling activities for the installation of three additional groundwater monitoring wells on the adjacent county property. Per our telephone conversation we will schedule fieldwork once the drilling areas have dried out and allow for easier access to the desired drilling locations. We may require the use of specialized drill rigs to access and achieve the desired depths and locations. Fieldwork will be conducted and a report of findings prepared and submitted to your office during 2Q98. We will apprise your office once a more definitive schedule is established. Ongoing, quarterly groundwater monitoring and sampling activities will continue.

Please feel welcome to contact me if you have questions concerning this letter or any issues relating to this site. I appreciate your continued oversight and assistance with this case.

Sincerely,



Tina Berry
Project Manager

enclosure: GRI letter dated March 9, 1988

file: (7376:3)

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

DAVID J. KEARS, Agency Director



March 19, 1998

STID 5017

Tina Berry
Tosco Marketing Company
P.O. Box 5155
San Ramon, CA 94583

ENVIRONMENTAL HEALTH SERVICES

ENVIRONMENTAL PROTECTION (LOP)

1131 Harbor Bay Parkway, Suite 250

Alameda, CA 94502-6577

(510) 567-6700

FAX (510) 337-9335

RE: UNOCAL STATION #7376, 4191 FIRST STREET, PLEASANTON

Dear Ms. Berry:

This letter is sent for two reasons: 1) in follow-up to our March 12, 1998 telephone conversation regarding TOSCO's response to points made in the February 9, 1998 correspondence from this office, and 2) to request a modification to the May 6, 1997 Kaprealian Engineering, Inc. (KEI) work plan for the continued assessment of the subject site.

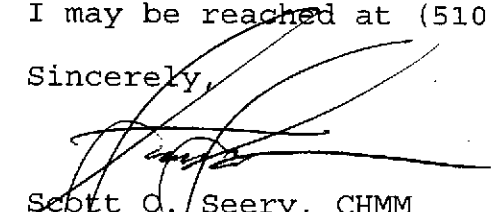
During our January 8, 1998 meeting we discussed Entrix's forensic evaluation of the free-phase product (FP) collecting since June 1997 in well MW-5. Several issues regarding this topic were left outstanding, and were addressed in the cited February 9, 1998 correspondence from this office. As you are aware, we are still awaiting a response.

The presence of FP in well MW-5 and the anomalous appearance of "perched" ground water speaks to the complex sedimentary geology which underlies the subject site and its surroundings. The key to determining the source of the noted FP *as well as the controls which affect its distribution* away from that source, is in gaining a better understanding of the underlying geology.

Therefore, I will be contacting you next week to schedule a meeting with you and your environmental consultant to draft an addendum to the current KEI work plan. This addendum will focus on the "perched" water bearing zone encountered in well MW-5 and the distribution of FP. We will also talk about the other lingering issues associated with this case.

I may be reached at (510) 567-6783 should you have any questions.

Sincerely,


Scott O. Seery, CHMM
Hazardous Materials Specialist

Ms. Berry
RE: 4191 1st Street, Pleasanton
March 19, 1998
Page 2 of 2

cc: Mee Ling Tung, Director
Stephen Hill, RWQCB
Chris Boykin, Livermore-Pleasanton Fire Department
Craig Mayfield, Zone 7



TOSCO

Tosco Marketing Company
2000 Crow Canyon Place, Ste. 400
San Ramon, California 94583
Telephone: 510-277-2205
Facsimile: 510-277-2361

Environmental Compliance
Department

March 19, 1998

Mr. Scott Seery
Alameda Health Care Services Agency
1131 Harbor Way
Alameda, CA

Post-It™ brand fax transmittal memo 7671		# of pages > 4
To Scott Seery	From Tina Berry	
Co. ACHSA	Co. Tosco	
Dept. 510-567-6783	Phone # 510-277-2321	
Fax # 510-331-9385	Fax #	

SUBJECT: 76 (former UNOCAL) SS#7376
4191 First Street @ Ray Street
Pleasanton, California

Dear Mr. Seery:

Tosco provides comments to your request for additional information and clarification on issues addressed at our January 8, 1998 meeting and your subsequent February 9, 1998 letter. Please note the following:

Tosco procured the services of Gettler-Ryan, Inc. (GRI) to follow-up and pursue information concerning the Santa Fe Pipeline located northwest and adjacent to the 76 station. Information obtained from GRI indicated that crude oil is not and has never been processed through the pipeline. A copy of GRI's March 9, 1998 letter is attached. The source of the weathered crude oil discussed in Entrix's forensic evaluation report remains a mystery and is not believed to have originated from the 76 facility nor with prior site uses.

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8260
confirmed?

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Please feel welcome to contact me if you have questions concerning this letter or any issues relating to this site. I appreciate your continued oversight and assistance with this case.

Sincerely,

Tina Berry
Tina Berry
Project Manager

enclosure: GRI letter dated March 9, 1988

file: (7376:3)



GETTLER-RYAN INC.

March 9, 1998

Ms. Tina Berry
Tosco Marketing Company
2000 Crow Canyon Road, Suite 400
San Ramon, California 94583

Subject: **Santa Fe Pacific Pipeline Issue**
Unocal Service Station No. 7376
4191 First Street
Pleasanton, California

FILE #	<u>7376</u>	SS	<input checked="" type="checkbox"/>	BP	_____
RPT	<u>QM</u>	TRANSMITTAL	_____		
1	2	3	<input checked="" type="checkbox"/>	4	5 6

Ms. Berry:

This letter was prepared at the request of Tosco Marketing Company (Tosco) to address specific questions in the letter from Alameda County Environmental Health Services (ACEHS) dated February 9, 1998. This letter requests Tosco to determine if products other than gasoline, diesel, and jet fuel were transported through the adjacent Santa Fe Pacific Pipeline. More specifically, if a "crude oil" has ever been transported through the pipeline.

Gettler-Ryan Inc. (GR) personnel made inquiries with Santa Fe Pacific and California Department of Forestry and Fire Protection (CDF) personnel pertaining to products transported in the pipeline. In separate conversations, Mr. Tom Dailey of Santa Fe Pacific Pipelines and Mr. Emmett Cooper of CDF stated that the pipeline has transported only refined products such as gasoline, diesel, and aviation fuel, not crude oil. This information was also presented in a September 9, 1997 letter from Ms. Nancy Wolfe of CDF to Mr. Seery.

It appears that no non-refined products were transported by the pipeline. It is possible that heavy products such as bunker, motor, or waste oil may have been used to inhibit dust during construction of the railroad bed or that oil was sprayed along the railroad right-of-way during maintenance to inhibit foliage growth. Another possibility is that the materials used to construct the railroad bed might have been contaminated prior to construction. There is no record of the material source used for the construction of the railroad. Analyzing the soil samples from the proposed monitoring wells for a full 8015 scan during the upcoming proposed well installation work may determine if any heavy products are present in the soils beneath and immediately adjacent the railroad grade.

Crude oil is very viscous and highly immobile as compared to more refined products such as gasoline, diesel, and jet fuel. It is unlikely that Tosco (formerly Unocal) Service Station No. 7376 is the source of a crude oil product, since only refined products such as gasoline and diesel have historically been stored and dispensed at the site.

If you have any questions, please call me at (415) 893-1515.

Sincerely,



Clyde J. Galantine
Project Geologist


FOR

David J. Vossler
Project Manager

enclosure



GETTLER-RYAN INC.

March 9, 1998

Ms. Tina Berry

Tosco Marketing Company

2000 Crow Canyon Road, Suite 400

San Ramon, California 94583

Subject: Santa Fe Pacific Pipeline Issue
Unocal Service Station No. 7376
4191 First Street
Pleasanton, California

FILE #	7376	SS	<input checked="" type="checkbox"/>	BP	
RPT	QM			TRANSMITTAL	
1	2	3	<input checked="" type="checkbox"/>	4	5 6

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It appears that no non-refined products were transported by the pipeline. It is possible that heavy products such as bunker, motor, or waste oil may have been used to inhibit dust during construction of the railroad bed or that oil was sprayed along the railroad right-of-way during maintenance to inhibit foliage growth. Another possibility is that the materials used to construct the railroad bed might have been contaminated prior to construction. There is no record of the material source used for the construction of the railroad. Analyzing the soil samples from the proposed monitoring wells for a full 8015 scan during the upcoming proposed well installation work may determine if any heavy products are present in the soils beneath and immediately adjacent the railroad grade.

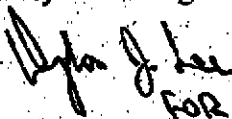
Crude oil is very viscous and highly immobile as compared to more refined products such as gasoline, diesel, and jet fuel. It is unlikely that Tosco (formerly Unocal) Service Station No. 7376 is the source of a crude oil product, since only refined products such as gasoline and diesel have historically been stored and dispensed at the site.

If you have any questions, please call me at (415) 893-1515.

Sincerely,



Clyde J. Galantine
Project Geologist



David J. Vossler
Project Manager

enclosure

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

DAVID J. KEARS, Agency Director



February 9, 1998

ENVIRONMENTAL HEALTH SERVICES

1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577
(510) 567-6700
(510) 337-9335 (FAX)

STID 5017

Tina Berry
Tosco Marketing Company
P.O. Box 5155
San Ramon, CA 94583

RE: UNOCAL STATION #7376, 4191 FIRST STREET, PLEASANTON

Dear Ms. Berry:

This letter is sent in follow-up to our January 8, 1998 meeting during which your consultant, Robert Haddad of Entrix, presented information regarding his forensic evaluation of the separate phase product reportedly collected from well MW-5 during June of 1997. As you will likely recall, several questions regarding this issue were left unanswered. In particular, the specific source(s) of the noted product has(have) yet to be identified. The subject site is still considered the primary source candidate as no other "smoking guns" have been identified.

However, Tosco was tasked during our meeting with ferreting out additional information and evidence regarding the following:

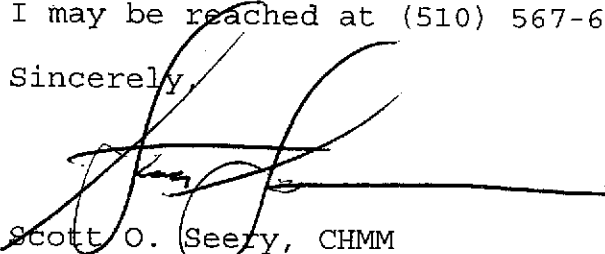
- o Tosco was to determine if product other than diesel and jet fuels, and gasoline were transported through the adjacent Santa Fe Pacific Pipeline. Tosco believed crude oil was also transported through this pipeline.
- o The Entrix evaluation was reportedly based on the chemistry of fuels produced at the Rodeo, CA refinery during the years 1988-1994. However, as it was not completely certain where the subject station derived all its fuel between 1988 and 1994 (i.e., Unocal? Chevron? ARCO? others?), this was to be determined. A forensic comparison should be completed if fuels other than Rodeo product were delivered to the site.
- o The current chemical nature of Tosco fuels was not presented. These data are important as it is currently presumed that the subject site has received Tosco-refined fuels since Tosco's 1997 acquisition of Unocal retail facilities.
- o Was MtBE present in the product evaluated by Entrix?

Ms. Berry
RE: Unocal Station #7376
February 9, 1998
Page 2 of 2

A month has now passed since our meeting. Please present these data within the next 30 days.

I may be reached at (510) 567-6783 should you have any questions.

Sincerely,



Scott O. Seery, CHMM
hazardous Materials Specialist

cc: Mee Ling Tung, Director
Stephen Hill, RWQCB
Chris Boykin, Livermore-Pleasanton Fire Department
Craig Mayfield, Zone 7

TOSCO was tasked with the following:

- ① Was MDEE present in FP?
- ② When did Unocal get their fuel between '88 and '97?
- ③ Need to determine current chemical nature of TOSCO fuel ('94 to present)
- ④ Was crude oil ever transported through pipeline?

SAS

additives?

- probably not going to find "indicators" which will survive the leaching process - tend to be fodder for bacteria

~75% of fine TOSCO refinery in Rodeo since TOSCO take over in 4/97

- can we tell relative age of gas in FD based on concentrations of aromatics / METG?
 - yes, kinda

"Piano" analysis

~ 88-94 Rodeo data

$C_3 - C_{10}$ olefins

- ratio of olefins in FD (new-5) compared to olefins in ~~88-94 Rodeo~~ fuel indicate this is not from Rodeo from that era

- ratio of trimethyl pentane suggest the same

Unocal
491 1st St.
Pleas

1/8/98

MEMO to file:

I met today with Tina Barry (TOSCO) and Robert Haddad (Entrix) to discuss recent forensic evaluation of FP reportedly collected in summer 1997 from well MW-5.

Source of FP is still not resolved.

TOSCO was of the belief that crude oil was transported thru the Santa Fe pipeline located in the RR right-of-way. I don't believe that to be the case, as the State Fire Marshall's office indicates only gasoline, diesel, and jet fuel are transported therein. They (TOSCO) believed, based on this "knowledge" and the Entrix report (in which the FP appeared to "mimic" the range of HC's similar to that of crude) that they had found their so-called "smoking gun." This is likely not the case. In addition, TOSCO/Entrix demonstrated the difference in particular ratios of fuel components, particularly C₃-C₁₀ olefins, in the Rodas refinery's fuel (where a reported 95% of the fuel has been derived for this site since TOSCO take over in 4/97) vs. that in the collected FP: ~~there~~ ^{there} is more olefin in FP than in Rodas refined product. This, in concert with trimethyl/pentane ratios, suggest the FP source is some other. However, basis for comparison was Rodas fuel produced from '88-94!

~~United States 491 1st St.~~ 1/8/10
① where did Unocal get their fuel for site since their tanks @ site?

② Need to know nature of current TOSCO refined fuel from Pecos refinery.

③ Was crude ever transported through pipeline?

- Tina Barry (TOSCO)
- Robert Haddad (Entnix)

① relative ratio of "moderately fresh" gasoline to C_{13} - C_{33} compounds - 75% is gasoline

② MEBE?

③ TOSCO / Unocal proprietary compounds?

Clyde Galantini
4191-1st St.
Pleasanton

200

memo to Lib:

Clyde Galantini (Gettler-Dyran) informed me today that drilling is scheduled for 10/7/99, although access agreements have not been received for the boring and well on the adjoining commercial property. Access to county-owned property (R&R easement) is not an issue for the remaining well installation.

SAS

Universal #7376
4191 1st Street
Pleasanton

12/18/97

MEMO to file:

Upon my request of Nador Srabin (KPDs) to provide a description of the FP identified in well MW-5 recently (12/15/97), I was informed that it appeared to be "old, black-brownish color... product that's been there quite awhile."

SOS

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

DAVID J. KEARS, Agency Director



December 1, 1997
STID 5017

Ms. Tina Berry
TOSCO Marketing Company
2000 Crow Canyon Place, Ste. 400
San Ramon, CA 94583

ENVIRONMENTAL HEALTH SERVICES
ENVIRONMENTAL PROTECTION
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577
(510) 567-6700
FAX (510) 337-9335

RE: UNOCAL STATION #7376, 4191 FIRST STREET, PLEASANTON

Dear Ms. Berry:

During the June 1997 sampling effort at the referenced site, measurable free-phase product (FP) was reportedly identified in well MW-5, located within the proximal railroad easement. When we spoke on July 15th, you informed me that you would be sending a sample of this product to Entrix for a "fingerprinting" analysis because of a suspicion that the product was due to a leak in a petroleum pipeline located within the noted railroad easement. You informed me recently that you had not yet received the laboratory data from Entrix documenting this analysis, and that you would be contacting them regarding this. To date, we have not received any documentation regarding the product "fingerprinting" effort.

After our notification of the presence of FP in well MW-5, however, we contacted the Office of the State Fire Marshall (OSFM), Pipeline Safety Division, to inquire of the integrity of the noted petroleum pipeline. The OSFM informed this office that this pipeline (owned by Sante Fe Pacific Pipeline Partners) was examined by an internal inspection device ("smart pig") during May 1996. Apparently such pipelines are tested every 5 years. No anomalies were reportedly identified 950' upstream (northeast) and 3235' downstream (southwest) of the Unocal site. A copy of the September 9, 1997 OSFM letter report is attached.

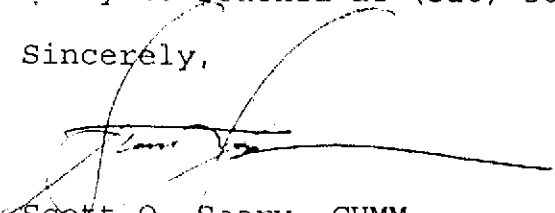
As you are aware, we have been "on-hold" for these last several months with respect to issuing approval for the May 6, 1997 Kaprealian Engineering, Inc. (KEI) off-site investigation proposal pending receipt of the "fingerprinting" data. Please submit these data forthwith.

Lastly, please provide an update to your progress in gaining encroachment access to the adjoining property (65 Ray Street et al) onto which this investigation will most likely progress. Incidentally, the developer of this adjoining property recently contracted for an accelerated soil and ground water assessment of that site, and the results are interesting. A map showing boring locations is attached. Should you care to have your consultant review these data, please call.

Ms. Berry
RE: Unocal #7376, 4191 First St., Pleasanton
December 1, 1997
Page 2 of 2

I may be reached at (510) 567-6783 should you have any questions.

Sincerely,



Scott O. Seery, CHMM
Hazardous Materials Specialist

attachments

c: Mee Ling Tung, Director, Environmental Protection
Kevin Graves, RWQCB
Craig Mayfield, Zone 7
Chris Boykin, Livermore-Pleasanton Fire Dept.

1997.09-11 14:30
 510 337 9335
 ALAMEDA CO EHS HAZ-OPS

COM No.	REMOTE STATION	START TIME	DURATION	PAGES	RESULT	USER ID	REMARKS
968	ZONE 7 WATER AGENCY	09-11 14:29	00' 36	01/01	OK		

7499402046

STATE OF CALIFORNIA - RESOURCES AGENCY

PETE WILSON, Governor

CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

Office of the State Fire Marshal
 Pipeline Safety Division
 PO Box 944246
 Sacramento, California 94244-2460

(916) 445-8477
 fax (916) 445-8526



September 9, 1997

Scott O. Seery
 Alameda County Environmental Health Department
 1131 Harbor Bay Parkway 3250
 Alameda, CA 94502-6577

Post-It™ brand fax transmittal memo 7671		# of pages. ▶
To <i>Craig Mayfield</i>	From <i>Scott Seery</i>	
Co. <i>Zone 7</i>	Co. <i>ACDEH</i>	
Dept.	Phone # <i>567-6783</i>	
Fax # <i>462-3914</i>	Fax #	

SUBJECT: Santa Fe Pacific Pipeline - Line #16, Pleasanton
 CSFM #0490-0277

Reference is made to your letter of August 14, 1997 requesting information on the integrity of jurisdictional petroleum pipelines in the vicinity of 4191 First Street, Pleasanton. We have identified one pipeline in this location. The subject pipeline is owned and operated by Santa Fe Pacific Pipeline Partners. This 10.75 inch steel pipe transports gasoline, diesel and jet fuel. The pipeline was examined by an internal inspection device in May, 1996. This method of integrity testing [also known as "smart pigging"] examines the pipe wall for anomalies resulting from internal or external corrosion or damage. The actual testing was completed by Rosen USA, an independent company specializing in this testing method.

Engineering staff from our office also reviewed the results of this internal inspection and found no anomalies of pipe wall loss near the vicinity of 4191 First Street, Pleasanton. The operator's records also establish no general corrosion or pitting within approximately 950 feet in the upstream direction or 3,235 feet in the downstream direction of the water well. The operator also reports that there have been no repairs performed in the vicinity of the well in the past. After reviewing our records of operation for this pipeline, we also find that there has been no reported petroleum release or spill near this site. The entire pipeline system is cathodically protected to mitigate corrosion.

If you have any questions concerning this issue or would like more information on our pipeline safety regulatory program, please do not hesitate to contact Supervising Engineer Bob Gorham by

CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

Office of the State Fire Marshal

Pipeline Safety Division

PO Box 944246

Sacramento, California 94244-2460

(916) 445-8477
fax (916) 445-8526

September 9, 1997

Scott O. Seery
Alameda County Environmental Health Department
1131 Harbor Bay Parkway 3250
Alameda, CA 94502-6577

SUBJECT: Santa Fe Pacific Pipeline - Line #16, Pleasanton
CSFM #0490-0277

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If you have any questions concerning this issue or would like more information on our pipeline safety regulatory program, please do not hesitate to contact Supervising Engineer Bob Gorham by telephoning (626) 337-9999.

A handwritten signature in cursive script, appearing to read "Nancy Wolfe".

NANCY WOLFE, Chief
Pipeline Safety Division

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
DAVID J. KEARS, Agency Director



ENVIRONMENTAL HEALTH SERVICES

1331 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577
(510) 567-6700
(510) 337-9335 (FAX)

August 14, 1997

Mr. Robert Gorham
Office of State Fire Marshall
1501 West Cameron Avenue
South Building, Ste. 250
West Covina, CA 91790

RE: Petroleum pipeline, former Southern Pacific Transportation
right-of-way, Pleasanton, Alameda County, California

Dear Mr. Gorham:

This office is currently investigating an underground storage tank (UST) release at a Unocal fueling station located at 4191 First Street, Pleasanton, California. The subject station is located directly adjacent to a former Southern Pacific Transportation rail bed. We recently discovered that an active petroleum pipeline is located within this right-of-way. The attached map illustrates the location of the station and rail bed.

Recent investigations suggest the possibility that the Unocal station is not the sole source of the discovered pollution. Wells were recently completed through the former rail bed, downgradient of the Unocal site. High concentrations of the fuel oxygenate methyl-tert butyl ether (MtBE) as well as other fuel components (e.g., benzene) have been discovered in ground water at depths up to 80' below grade. Free-phase product was discovered just last week in one of the wells installed through the rail bed.

The noted petroleum pipeline has come under suspicion as a potential contributing source of this contamination.

For your information, ground water in the Livermore - Amador Valley is used for domestic drinking water purposes. The ground water basin is managed by the Alameda County Zone 7 Water Agency. Because this site is located along the basin margin, and ground water elevations appear consistent with those measured within the main basin, Zone 7 has become alarmed that contaminants may be introduced to deeper, producing portions of the aquifer as a result of this release.

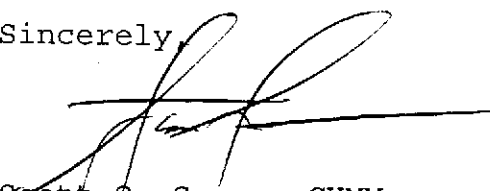
Mr. Gorham
RE: petroleum pipeline, Pleasanton
August 14, 1997
Page 2 of 2

The assistance of your office is requested in learning:

- o Whether or not this pipeline has suffered a release, both historically and more recently
- o The nature, result, and schedule for testing the pipeline for leaks
- o The range of product transferred through the pipeline
- o The owner/operator of the pipeline
- o Any other information you may feel necessary for this office to fully evaluate this issue.

Please contact the undersigned at (510) 567-6783 at your earliest convenience. Thank you for your prompt response as there is a sense of urgency with this request.

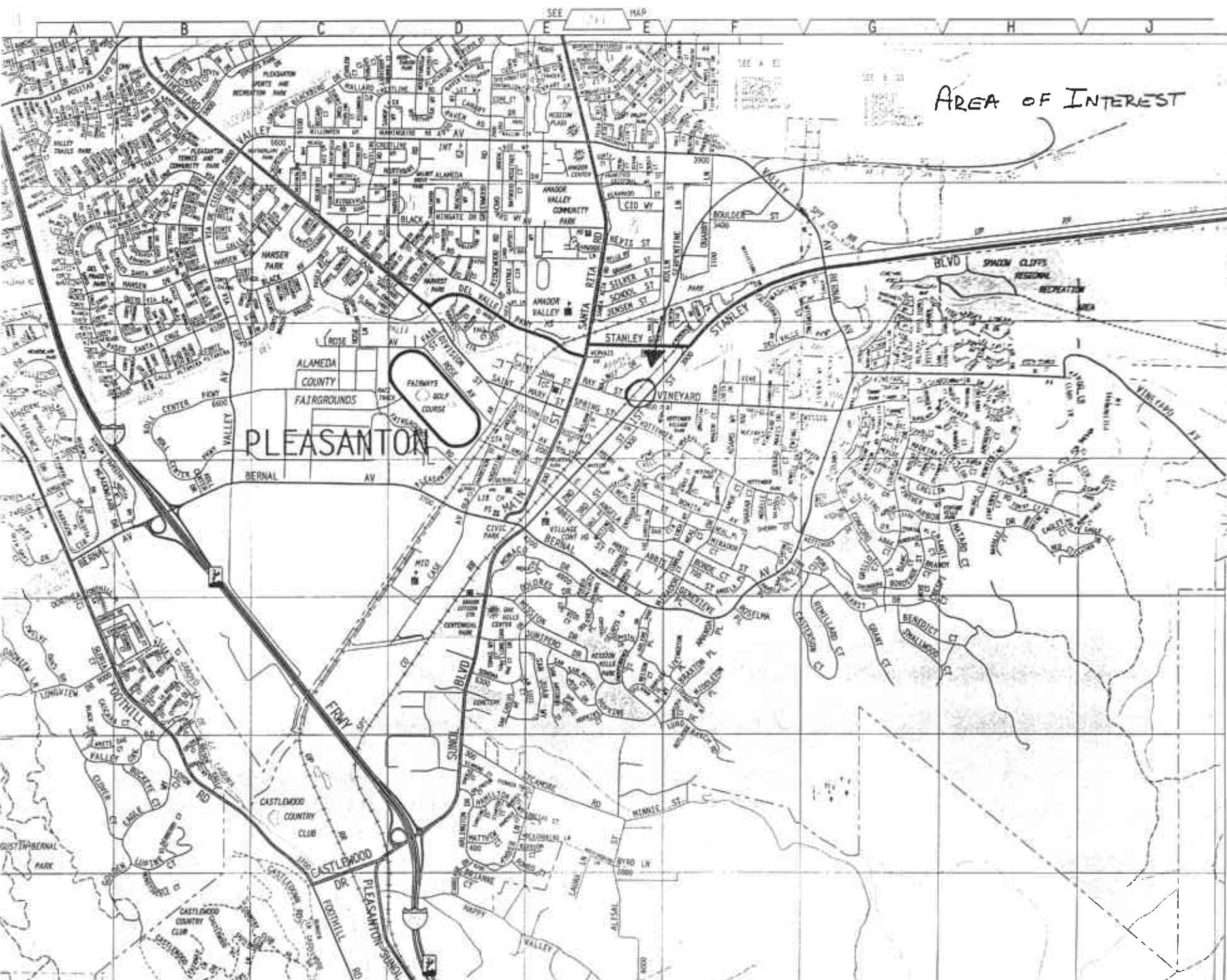
Sincerely,



Scott O. Seery, CHMM
Hazardous Materials Specialist

attachment

cc: Mee Ling Tung, Director, Environmental Health
Gordon Coleman, Chief, Environmental Protection Division
Tom Peacock, ACDEH LOP
Kevin Graves, RWQCB
David Lunn, Zone 7
Steve Cusenza, Pleasanton Public Works Department
Chris Boykin, Livermore-Pleasanton Fire Department



AREA OF INTEREST

PLEASANTON

COPYRIGHT 1966 Thomas Bros. Maps

MAP

TOSCO MARKETING COMPANY

FAX



ENVIRONMENTAL COMPLIANCE

2000 Crow Canyon Place, Suite 400
San Ramon, CA 94583
fax (510) 277-2361

TO : Scott Seery (510-567-6783)
COMPANY : ACHCSA
FAX NO : 510-337-9335
DATE: 6/16/97 **PAGES SENT:** (including cover)

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone and return the original message to the sender at the above address via the US Postal Service. Thank you.

FROM: Tina Berry

PHONE: (510) 277-2321

COMMENTS: RE: UNOCAL SS#7376/Pleasanton/Ray Street

Below please find a list of RBCA parameters we propose to obtain during the current phase of field investigation at the subject site. Any question, please call me.

✓ Bulk density	ASTM D-2937
✓ Water content	ASTM D-2216
✓ Soil porosity	Computed
Permeability	ASTM D-2434
Soil pH	EPA 150.1/9045
✓ Total organic content	415.1
Particle size analysis	ASTM D 422-63

In addition, dissolved oxygen and nitrates may be evaluated as an indication bioattenuation.





TOSCO MARKETING COMPANY

**Tina R. Berry
Project Manager
North Coast Region**

May 20, 1997

Mr. Ron Winter, President
Pine Street Properties, Inc.
5506 Sunol Blvd., Suite 100
Pleasanton, California

Re: UNOCAL SS#7376
4191 First Street
Pleasanton, California

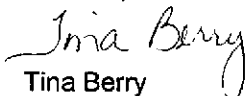
Dear Mr. Winter,

It was nice meeting you last month during my April 15, 1997 site visit with Mr. Scott Seery. As we discussed at that time, a work plan would be developed for an additional groundwater investigation in the vicinity of the subject site. You should now have in your possession a copy of our May 6, 1997 work plan prepared by my consultants, Kaprealian Engineering, Inc.

We have proposed up to five additional groundwater monitoring wells, three of which will be installed during the next phase of investigation. The other two wells are proposed to be installed when and if it appears necessary to continue plume definition and following installation of proposed wells MW-7, MW-8 and MW-9. Your assistance in providing contact names, addresses and telephone numbers for these off-site locations will be much appreciated. We wish to initiate signed access agreements with all concerned parties as soon as possible so as to address concerns regarding your proposed redevelopment plans for property near the service station. You have been placed on distribution to receive a copy of our report of findings for this investigation.

Please contact me at the address and/or phone number below for the requested information. Thank you for your assistance with this matter. I look forward to hearing from you.

Sincerely,


Tina Berry
Project Manager

cc: Sarkis Soughomonian, KEI
Scott Seery, ACHCSA
File (7376:3)

Unocal
4191 1st St.
Pleasanton

4/15/97

MEMO to file:

Met Tina Berry (Unocal-Tosco) and Ron Winter (Paie St. Properties) to discuss future assessment work associated w/ fuel release investigation. Mr. Winter will facilitate access to "downgradient" site (located north of R&R bed) to enable Unocal's consultant to install borings/wells. Adjoining site is proposed for (mostly) housing, with ground breaking to occur within a year or so. I'll be looking for Unocal's scope of work to reflect the need to collect/analyze data to enable appropriate interpretation of risk issues associated with the planned receptor population.

Note: Other receptors are located NE of Unocal site in adjoining commercial complex.

We ~~will~~ expect a w.p. within 3 weeks or so.

SOS

**PINE STREET
PROPERTIES**

INCORPORATED

REAL ESTATE DEVELOPMENT

5506 SUNOL BLVD.
SUITE 100
PLEASANTON, CA 94566
510/485-0964

RON WINTER
President

TINA BERRY

Project Manager
Envir. Remediation & Compl.
(510) 277-2321
Fax (510) 277-2309
certtrb@
santamon.unocal.com



Tosco Marketing
PRODUCTS COMPANY

2000 Crow Canyon Pl., #400, San Ramon, CA 94583
P.O. Box 5155, San Ramon, California 94583
A Unocal Company


KAPREALIAN ENGINEERING
INCORPORATED

November 18, 1996

Alameda County Health Care Services
1131 Harbor Bay Parkway, 2nd Floor
Alameda, CA 94502

Attention: Mr. Scott Seery

RE: Unocal Service Station #7376
4191 - 1st Street
Pleasanton, California

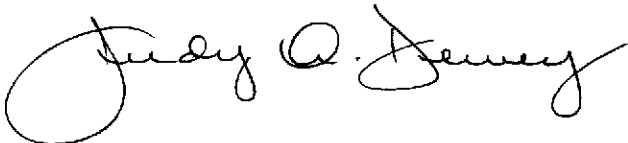
Dear Mr. Seery:

Per the request of Mr. Robert A. Boust of Unocal Corporation, enclosed please find our report dated November 4, 1996, for the above referenced site.

If you should have any questions, please feel free to call our office at (510) 602-5100.

Sincerely,

Kaprealian Engineering, Inc.



Judy A. Dewey
Executive Secretary

jad\ACHCS

Enclosure

cc: Robert A. Boust, Unocal Corporation

ENVIRONMENTAL
PROTECTION
NOV 19 PM 3:49

November 11, 1996

Alameda County Health Care Services
1131 Harbor Bay Parkway
Alameda, CA 94502

Attention: Mr. Scott Seery

RE: Unocal Service Station #7376
4191 First Street
Pleasanton, California

Dear Mr. Seery:

Per the request of the Unocal Corporation Project Manager, Mr. Robert A. Boust, enclosed please find our data report (MPDS-UN7376-07R) dated November 4, 1996 for the above referenced site.

Should you have any questions regarding the reporting of data, please feel free to call our office at (510) 602-5120. Any other questions may be directed to the Project Manager at (510) 277-2334.

Sincerely,

MPDS Services, Inc.



Jarrel F. Crider

/dr

Enclosure

cc: Mr. Robert A. Boust

96 NOV 14 AM 8:37
ENVIRONMENTAL
PROTECTION

Unocal
4191 First St. ~~7th~~
Pleasanton

7/23/96

memo to file:

On-site between 9 and 11 AM to observe progress of off-site well installations. It was discovered that Santa Fe has (or had) petroleum pipelines running along the RrR right-of-way between the former track bed and the subject site. Have these leaked in the past? The answer is unknown at this time.

During drilling of the northern-most boring, advanced through the former rail bed, apparent old HC product odors and staining were observed @ the approximate 20' depth. Apparent GW was reached in clearly saturated sediments (coarse sandy, silty gravel) @ an approximate depth of 65'. This depth is ~12' shallower than stabilized water in well MW-2B (~77' BG), located ~70' south of this newest boring. In theory, the new well location should be down gradient of MW-2B, and ~~DTW~~ DTW measurements even deeper than that of MW-2B. DTW in the boring would suggest more complex subsurface relationships/geology than previously thought.

SOS

July 23, 1996

Alameda County Health Care Services
1131 Harbor Bay Parkway
Alameda, CA 94502

Attention: Mr. Scott Seery

RE: Unocal Service Station #7376
4191 First Street
Pleasanton, California

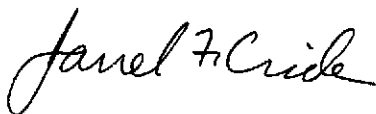
Dear Mr. Seery:

Per the request of the Unocal Corporation Project Manager, Mr. Robert A. Boust, enclosed please find our most recent data report for the above referenced site.

Should you have any questions regarding the reporting of data, please feel free to call our office at (510) 602-5120. Any other questions may be directed to the Project Manager at (510) 277-2334.

Sincerely,

MPDS Services, Inc.



Jarrel F. Crider

Enclosure

cc: Mr. Robert A. Boust

April 11, 1996

Alameda County Health Care Services
1131 Harbor Bay Parkway
Alameda, CA 94502

Attention: Mr. Scott Seery

RE: Unocal Service Station #7376
4191 First Street
Pleasanton, California

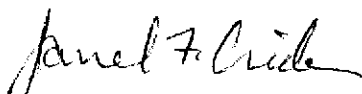
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Should you have any questions regarding the reporting of data, please feel free to call our office at (510) 602-5120. Any other questions may be directed to the Project Manager at (510) 277-2334.

Sincerely,

MPDS Services, Inc.



Jarrel F. Crider

/jfc

Enclosure

cc: Mr. Robert A. Boust

**ALAMEDA COUNTY
DISTRICT ATTORNEY'S OFFICE
CONSUMER & ENVIRONMENTAL PROTECTION DIVISION**



**FACSIMILE
TRANSMITTAL**

TO: 337-9335
(Fax Phone Number)

DATE: 3-7-96

NAME: Scott Seery

AGENCY: Haymat

FROM: Lil Jensen

SPECIAL INSTRUCTIONS/COMMENTS: _____

NUMBER OF PAGES (INCLUDING COVER SHEET) 3

IF YOU DO NOT RECEIVE ALL PAGES OR HAVE ANY PROBLEMS WITH THIS FAX
PLEASE TELEPHONE (510) 569-9281
FAX (510) 569-0505

7677 OAKPORT STREET, SUITE 400
OAKLAND, CA 94621

Alameda County District Attorney Environmental Case Status Report

3/7/96

10:36:00 AM

responsible **Unocal Station # 3771 / Armour Oil Station # 188 / ARCO station # 90756 / 4191 First (1st) Street, Pleasanton / Harry O. Armour**

<i>case#</i>	95FE004	
<i>status</i>	administrative action pending	
<i>assigned</i>	Jensen	
<i>prior assigned</i>		<i>closure date</i>
<i>complainant</i>	Alco Hazmat	
<i>violations</i>	UST	<i>last trans date</i> 3/7/96
<i>open date</i>	1/3/95	
<i>docket #</i>		<i>general staff liaison</i>
<i>court</i>		

TRANSACTION LOG

1/3/95 open file, set for hearing 1/24/95

10/20/95 LB working on Bankruptcy issues w/ Jahna see closed Armour case 93FE034 FYI, let me know when Scott issues the order

3/7/96 unidentified certification of personal service on 3500 Corp arrived in Jensen's mail box. Seery thinks it's from S Diego DA, cc to Scott and routed to Nenneman to check with S Diego DAO on other entities we requested service on.

AG INDEX INFORMATION

Court No:

Court/Admin Tribunal:

Date Action Filed :

Type of Action :

Case Type:

Alleged Violation Date :

Statutes/ Regulations Involved :

UST

Status:

Brief Summary of Action

Subject Name:

Unocal Station # 3771 / Armour Oil Station # 188 / ARCO station # 90756 / 4191 First (1st) Street, Pleasanton / Harry O. Armour

Alameda County Health Care Services Agency, Department of Environmental Health, Environmental Protection Division

In Re The Property Known As :
Unocal Service Station #7376
4191 First Street
Pleasanton, California

) Notice of Official Action
) By the San Francisco Bay
) Regional Water Quality
) Control Board
)

Dear Sirs:

The attached Official Notice of Request for Technical Reports pursuant to Water Code Section 13267(b) has been forwarded to this office for legal service, and oversight. As the Agency responsible for enforcing the terms of this Official Action, all communication should continue to be directed to this office. Please make arrangements to comply by calling Scott Seery at (510) 567-6700 to coordinate all future activities.

Failure to comply could result in liability for civil or administrative penalties of up to \$1000 per day of delinquency.

I JAMES MARTIN, do hereby certify that I personally served 3500 Corporation with a copy of the attached Notice of Official Action by the Regional Board.

Dated: 2/22/96

[Signature]
(signature)

ALAMEDA COUNTY
HEALTH CARE SERVICES



AGENCY
DAVID J. KEARS, Agency Director

RAFAT A. SHAHID, DIRECTOR

DEPARTMENT OF ENVIRONMENTAL HEALTH
1131 Harbor Bay Parkway
Alameda, CA 94502-6577
(510) 567-6777

February 20, 1996

STID 5017

Mr. Robert Boust
Unocal Corporation
P.O. Box 5155
San Ramon, CA 94583

RE: UNOCAL SERVICE STATION #7376, 4191 FIRST STREET, PLEASANTON

Dear Mr. Boust:

I have completed review of the February 12, 1996 Kaprealian Engineering, Inc. (KEI) revised soil and water investigation (SWI) work plan for the subject site, as submitted under KEI cover dated February 15, 1996. This revised SWI work plan, supplanting a previous KEI work plan dated January 12, 1996, is accepted as submitted.

Please contact me at 510/567-6783 when you have scheduled field work to begin.

Sincerely,



Scott O. Seery, CHMM
Senior Hazardous Materials Specialist

cc: Jun Makishima, Acting Director
Gil Jensen, Alameda County District Attorney's Office
Robert Weston, ACDEH
William Halvorsen, Pleasanton Fire Department
Henry O. Armour, P.O. Box 2527, Olympia, WA 98507

HENRY ARMOUR
P.O. BOX 2527
OLYMPIA, WA 98507
(360) 754-9595

January 26, 1996

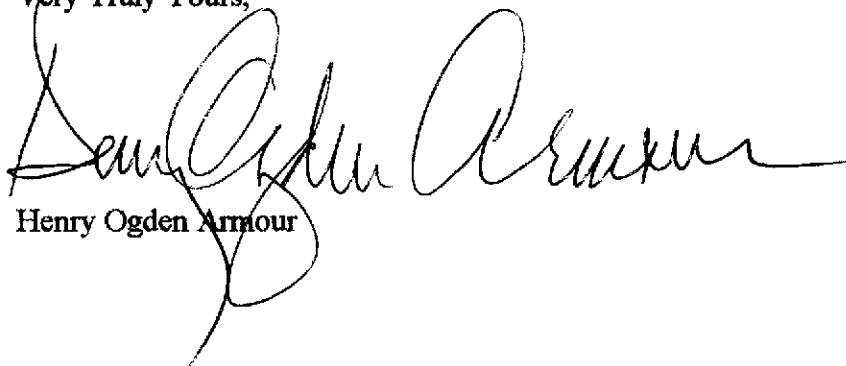
Mr. Scott Seery
Alameda County
Health Care Services Agency
Department of Environmental Health
Environmental Protection Division
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577

Dear Mr. Seery:

Please find enclosed a copy of the response I sent to Ms. Loretta K. Barsamian's letter dated December 7, 1995. I responded to the person who sent the letter. Apparently, she failed to communicate the response to your agency. Per our telephone conversation earlier today I am also enclosing a copy of the final order discharging the Armour Oil/Cordova Corporation bankruptcy. As I said on the phone, that corporation has been completely liquidated. I have no idea why the Secretary of State still shows it as an active company.

I believe this is completely responsive to your request. Should you have any further questions please contact me.

Very Truly Yours,



Henry Ogden Armour

51-001-1-00106
SERIES-1 08 2 15
ALAMEDA COUNTY
HEALTH CARE SERVICES AGENCY
DEPARTMENT OF ENVIRONMENTAL HEALTH
ENVIRONMENTAL PROTECTION DIVISION

ALAMEDA COUNTY ENVIRONMENTAL
HEALTH DEPARTMENT

ENVIRONMENTAL PROTECTION DIVISION
1131 Harbor Bay Parkway, Suite #250
Alameda, CA 94502-6577
Telephone (510) 567-6700
Fax Number (510) 337-9335

FAX COVER SHEET

DATE: Jan. 4, 1996

TO: Gil Jensen
DA's office

FAX # () 569-0505

Total number of pages including cover sheet 5

FROM: Scott Seery

NOTE:

Attached is the letter from Henry Armour re:
the Pleasanton Unocal / RWQCB letter. Also
attached is John's chronology which clearly indicates
Cordova Corporation, although "suspended" by the
Franchise Tax Board, still had as its president O. B. Armour.

(SMILE) have a nice day.

DO SOMETHING FOR OUR ENVIRONMENT.

This suggests that Henry Armour may not be presenting (as he also
did not previously) all the facts. Note that it was Armour Oil Co.,
not Cordova, who filed bankruptcy in 1984, as he states.

jdsb/0393

MEMORANDUM

DATE: January 4, 1996

TO: Eric Nenneman, Inspector, District Attorney's Office

FROM: Scott Seery, CHMM

SUBJ: Service of Official Action by the RWQCB - Armour Oil Co.

Attached are two (2) copies of the December 7, 1995 RWQCB letter and proof-of-service forms for two entities we believe to be in the San Diego area. The names of the subject entities and last known addresses are listed below:

Cordova Corporation
3500 Estudillo Street
San Diego, CA 92110
Attn: Henry O. Armour

Ogden B. Armour
821 San Antonio Place
San Diego, CA 92106

Please note that two proof-of-service forms have been provided for service of **Cordova Corporation**: one for service of Henry O. Armour (the recorded corporation contact and V.P.), the other for the corporation proper. This may provide the flexibility needed by the document servers depending on to whom the documents are eventually served should Henry Armour not be present at the time of service.

Please call me at 510/567-6783 should you have any questions.

c: TP
GJ

Alameda County Health Care Services Agency, Department of
Environmental Health, Environmental Protection Division

In Re The Property Known As :)
Unocal Service Station #7376)
4191 First Street)
Pleasanton, California)
_____)
Notice of Official Action
By the San Francisco Bay
Regional Water Quality
Control Board

Dear Sirs:

The attached **Official Notice of Request for Technical Reports pursuant to Water Code Section 13267(b)** has been forwarded to this office for legal service, and oversight. As the Agency responsible for enforcing the terms of this **Official Action**, all communication should continue to be directed to this office. Please make arrangements to comply by calling Scott Seery at (510) 567-6700 to coordinate all future activities.

Failure to comply could result in liability for civil or administrative penalties of up to \$1000 per day of delinquency.

I _____, do hereby certify that I personally served Cordova Corporation with a copy of the attached **Notice of Official Action by the Regional Board**.

Dated: _____
(signature)

Alameda County Health Care Services Agency, Department of
Environmental Health, Environmental Protection Division

In Re The Property Known As :)	Notice of Official Action
)	By the San Francisco Bay
Unocal Service Station #7376)	Regional Water Quality
4191 First Street)	Control Board
Pleasanton, California)	
<hr/>		

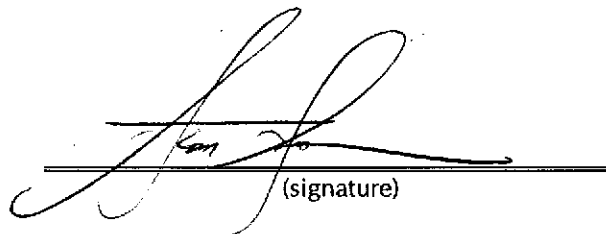
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Failure to comply could result in liability for civil or administrative penalties of up to \$1000 per day of delinquency.

I Scott Seery, do hereby certify that I served Henry O. Armour with a copy of the attached **Notice of Official Action** by the **Regional Board** by certified mailer # P 368 729 470.

Dated: 1-4-96


(signature)

P 368 729 470

US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to <i>Henry Armour</i>	
Street & Number <i>P.O. Box 2527</i>	
Post Office, State, & ZIP Code <i>Olympia, WA 98507</i>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

PS Form 3800, April 1995

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Henry O. Armour
P.O. Box 2527
Olympia, WA 98507

4a. Article Number
P 368 729 470

4b. Service Type

Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent) *X*

X V. McNeil

Thank you for using Return Receipt Service.



ALAMEDA COUNTY
HEALTH CARE SERVICES AGENCY

Department Of Environmental Health
Environmental Protection Division
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577

CERTIFIED

P 368 729 470

MAIL

Henry O. Armour
P.O. Box 2527
Olympia, WA 98507

MEMORANDUM

DATE: December 28, 1995

TO: Gil Jensen, Alameda County District Attorney's Office

FROM: Scott Seery

SUBJ: Unocal / Armour Oil station, 4191 1st St., Pleasanton

The post-PERP letters authored by the RWQCB, sent under certified mailer from this office, and addressed to representatives of Cordova Corporation, the successor corporation to Armour Oil, were returned to this office by the Post Office as "undeliverable." Two letters sent to **Ogden B. Armour**, the "alter ego" of Cordova and Armour Oil, were returned with the notation "deceased." The letter sent to the **Cordova Corp** office using the address recorded with their incorporation documents (3500 Estudillo St., San Diego) was also returned with the notation "attempted not known."

In an attempt to determine how I may confirm Mr. Armour's passing, I contacted Insp. Nenneman of your office on 12/26/95. Insp. Nenneman indicated he would contact the San Diego Recorder's office to confirm Mr. Armour's death. The result of his inquiry is still pending as of this writing. With respect to the Cordova Corporation's Estudillo Street address, I suspect that, as occurred with past correspondence, certified mail is simply refused. However, without a visit to the site, it is unclear whether or not a business other than Cordova is now conducting business there.

Please contact me with your ideas regarding this rather problematic RP.

HENRY ARMOUR
P.O. BOX 2527
OLYMPIA, WA 98507
(360) 754-9595

December 12, 1995

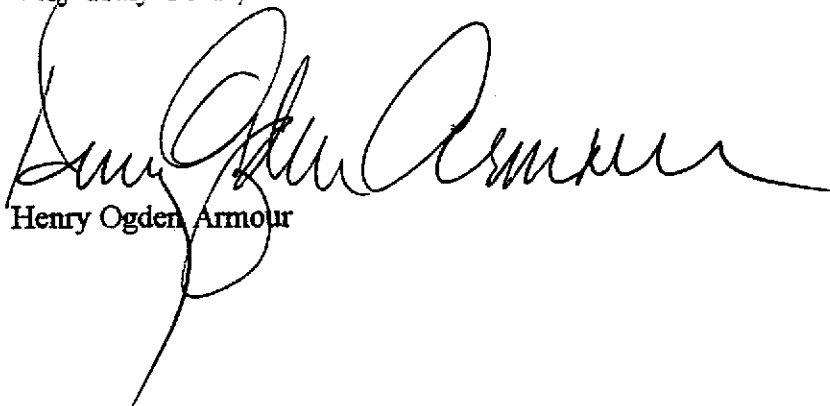
Ms. Loretta K. Barsamian
Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
2101 Webster Street, Suite 500
Oakland, CA 94612

Dear Ms. Barsamian:

I am in receipt of your letter dated December 7, 1995, to Ogden B. Armour and Cordova Corporation. Cordova Corporation filed a bankruptcy petition in 1984 and was completely liquidated in 1990. Ogden B. Armour died on November 5, 1995.

Should you have any further questions, feel free to contact me.

Very Truly Yours,



Henry Ogden Armour

CALIFORNIA REGIONAL WATER

KLG

DEC 18 1995

QUALITY CONTROL BOARD

HENRY ARMOUR
P.O. BOX 2527
OLYMPIA, WA 98507
(360) 754-9595

~~ES~~

December 12, 1995

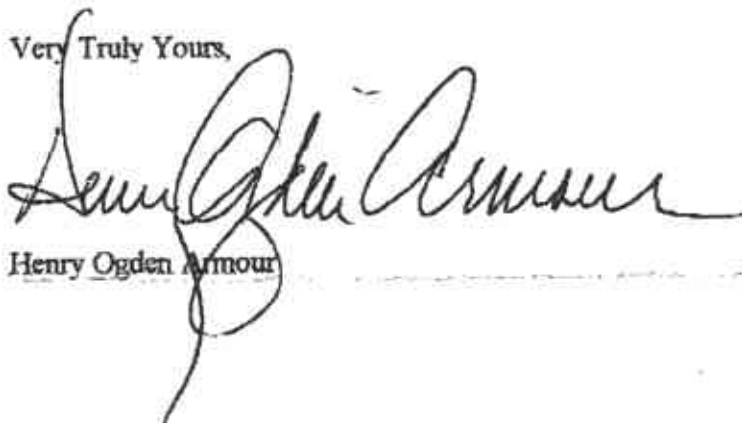
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California Regional Water Quality Control Board
San Francisco Bay Region
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Should you have any further questions, feel free to contact me.

Very Truly Yours,



Henry Ogden Armour

Post-It™ brand fax transmittal memo 7671		# of pages = 1
To: Scott Remy	From: Ken Gano	
Co: ACDEIT	Co: RWQCB	
Dept:	Phone #	
Fax # 337-9335	Fax #	

HENRY ARMOUR
P.O. BOX 2527
OLYMPIA, WA 98507
(360) 754-9595

December 12, 1995

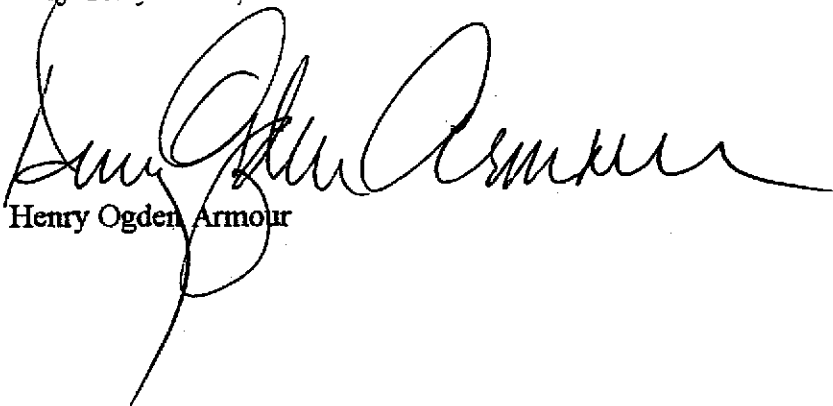
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Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
2101 Webster Street, Suite 500
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Very Truly Yours,



Henry Ogden Armour

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

SAN FRANCISCO BAY REGION

2101 WEBSTER STREET, Suite 500

OAKLAND, CA 94612

Tel: (510) 286-1255

FAX: (510) 286-1380

BBS: (510) 286-0404



December 7, 1995

Ogden B. Armour, as an individual
821 San Antonio Place
San Diego, CA 92106

Ogden B. Armour, president
Cordova Corporation
821 San Antonio Place
San Diego, CA 92106

Cordova Corporation
3500 Estudillo Street
San Diego, CA 92110
Attn: Henry O. Armour

Unocal Corporation
2000 Crow Canyon Place, Ste. 200
San Ramon, CA 94583
Attn: Robert Boust

**RE: Legal Designation of Responsible Party and Request for
Submittal of Technical Reports Resulting from the Alameda
County Department of Environmental Health's Pre-Enforcement
Review Panel Meeting of January 24, 1995.**

Dear Messrs. Armour, Armour and Boust:

It has been brought to my attention by Regional Board staff that a condition of soil and ground water pollution exists on the property located at 4191 First Street, Pleasanton, Alameda County, from an underground storage tank (UST) system release. The Alameda County Department of Environmental Health (ACDEH) staff have requested technical reports from one or more of you to fulfill your obligations per California Code of Regulations, Title 23, Waters, Chapter 16, Underground Storage Tank Regulations, Article 11, Corrective Action Requirements.

A Pre-Enforcement Review Panel (PERP) meeting was held at the ACDEH Offices on January 24, 1995, attended by Mr. John Kaiser of my staff. It is my understanding that the Panel was presented information during the January 24 meeting by those parties present, and allowed the record to remain open an extended period of time, so that all involved parties would have ample opportunity to comment and present additional information which might shed light on the salient issues of this case.

The Panel, having considered all of the evidence, made the following determinations:

- 1) Cordova Corporation should be named as *responsible party* because there is a reasonable basis to conclude that it
 - i) owned and operated the underground storage tanks (UST) immediately prior to the discontinuation of their use,
 - ii) had control of the USTs following an unauthorized release of a hazardous substance, and
 - iii) succeeded to a corporation that had control of the USTs at the time of an unauthorized release of a hazardous substance.
- 2) Ogden B. Armour should be named as *responsible party* because there is a reasonable basis to conclude both San Diego Armour Oil Company who had control of the USTs at the time of an unauthorized release of a hazardous substance, and Cordova Corporation who had control of the USTs following an unauthorized release of a hazardous substance and was the last owner and operator before the discontinuation of their use, are acting as the alter ego of Ogden Armour.
- 3) Unocal Corporation should be named as *responsible party* because it is the owner of property where an unauthorized release of a hazardous substance from an UST occurred.

Based on these determinations, and pursuant to the Regional Board's authority under Section 13267(b) of the California Water Code, you are hereby found to be a **responsible party** as defined by Title 23 of the California Code of Regulations, Division 3, Chapter 16, Article 11, Section 2720. A Responsible Party is "any person who owned or operated the UST immediately before the discontinuation of its use" and "any person who had or has control over an UST at the time of or following an unauthorized release of petroleum occurred." A responsible party also includes, among others, any owner of property where an unauthorized release of a hazardous substance from an UST has occurred.

As a Responsible Party, you are required to conduct both soil and ground water investigations to determine the extent of environmental contamination resulting from any release. You are also required to perform a minimum of monitoring and sampling of any wells presently (or to be) associated with the investigation, perform corrective action where necessary, and submit summary reports documenting the results of each phase of work.

Therefore, within 45 days of the date of this letter, you are requested to submit technical reports specifically addressing the following numbered items:

- 1) Submit a supplemental soil and water investigation (SWI) work plan, pursuant to the provisions of Article 11, *Corrective Action Requirements*, Title 23, California Code of Regulations, detailing proposed tasks associated with determining the extent of soil and ground water contamination resulting from the release(s) from the UST system(s).
- 2) Continue adhering to a quarterly schedule of well monitoring, sampling, and reporting, pursuant to Section 2652(d), Title 23, California Code of Regulations.

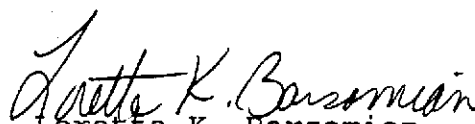
All proposed assessment work should adhere to the requirements articulated in The Tri-Regional Board Staff Recommendations for the Preliminary Evaluation and Investigation of Underground Storage Tank Sites - 8/10/90 and Article 11 of Title 23, Waters, California Code of Regulations.

I am hereby transmitting this request for technical reports to ACDEH for service and continued case handling. You should be aware that failure on your part to submit the requested technical reports, or a submittal received after the date specified in this request, may result in fines up to \$1,000 per day of delinquency. Your response to this technical report request should be sent to Mr. Scott Seery, at ACDEH. Please inform Mr. Seery at least three working days in advance of all field activities.

Please be advised that this is a formal request for technical reports pursuant to California Water Code Section 13267(b). Any extensions of the stated deadlines, or modifications of the required tasks, must be confirmed in writing by either this agency or the Alameda County Department of Environmental Health, Environmental Protection Division.

If you have any questions regarding the contents of this letter, please contact Mr. Seery, of ACDEH, at (510) 567-6783.

Sincerely,


Loretta K. Barsamian
Executive Officer

Enforcement Review Panel
Page 4 of 4

cc: Gil Jensen, Alameda County District Attorney's Office,
Consumer & Environmental Protection Division
Scott Seery, Sr. Hazardous Materials Specialist, ACDEH
Robert Weston, Sr. Hazardous Materials Specialist, ACDEH
William Halvorsen, Pleasanton Fire Department
Beth Dorris, ARCO Legal Department

Alameda County Health Care Services Agency, Department of
Environmental Health, Environmental Protection Division

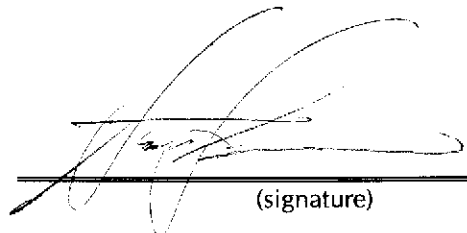
In Re The Property Known As :)	Notice of Official Action
)	By the San Francisco Bay
Unocal Service Station #7376)	Regional Water Quality
4191 First Street)	Control Board
Pleasanton, California)	
<hr/>		

Dear Sirs:

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Failure to comply could result in liability for civil or administrative penalties of up to \$1000 per day of delinquency.

I Scott Seery, do hereby certify that I served Ogden B. Armour, with a copy of the attached **Notice of Official Action** by the **Regional Board** by certified mailer # P 368 729 466.

Dated: 12-15-95 

(signature)

P 368 729 466

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to <i>Ogden B. Armour</i>	
Street & Number	
Post Office, State, & ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

Form 3800, April 1995

4580



ALAMEDA COUNTY
HEALTH CARE SERVICES AGENCY
 Department Of Environmental Health
 Environmental Protection Division
 1131 Harbor Bay Parkway, Suite 250
 Alameda, CA 94502-6577

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
Ogden B. Armour
821 San Antonio Place
San Diego, CA 92106

4a. Article Number
P 368 729 466

4b. Service Type

<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Certified
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Insured
<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> COD

7. Date of Delivery

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)
X

8. Addressee's Address (Only if requested and fee is paid)

Is your RETURN ADDRESS completed on the reverse side?

Thank you for using Return Receipt Service

PS Form 3811, December 1994

Domestic Return Receipt

CERTIFIED

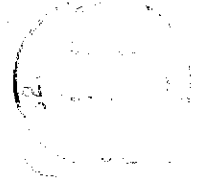
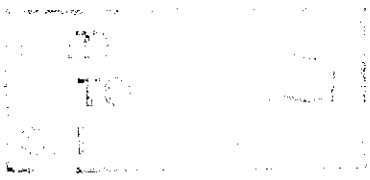
P 368 729 466

MAIL

*Decreased
6/3
etc*

Ogden B. Armour
821 San Antonio Place
San Diego, CA 92106

DEC 21 1995
11:13



Alameda County Health Care Services Agency, Department of
Environmental Health, Environmental Protection Division

In Re The Property Known As :)	Notice of Official Action
)	By the San Francisco Bay
Unocal Service Station #7376)	Regional Water Quality
4191 First Street)	Control Board
Pleasanton, California)	
<hr/>		

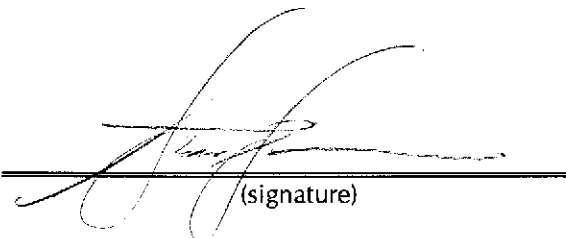
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I Scott Seery, do hereby certify that I served Ogden B. Armour,
Cordova Corporation, with a copy of the attached Notice of
Official Action by the Regional Board by certified mailer # P 368
729 467.

Dated: 12-15-95



(signature)

P 368 729 467

US Postal Service
Receipt for Certified Mail

No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to <i>Ogden B. Armour / Cordova</i>	
Street & Number	
Post Office, State, & ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

PS Form 3800, April 1995



**ALAMEDA COUNTY
HEALTH CARE SERVICES AGENCY**
Department Of Environmental Health
Environmental Protection Division
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577

SENDER:
■ Complete items 1 and/or 2 for additional services.
■ Complete items 3, 4a, and 4b.
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■ Attach this form to the front of the mailpiece, or on the back if space does not permit.
■ Write "Return Receipt Requested" on the mailpiece below the article number.
■ The Return Receipt will show to whom the article was delivered and the date delivered.

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1. Addressee's Address
2. Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
*Ogden B. Armour
Cordova Corp.
821 San Antonio Pl.
San Diego, CA 92106*

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)
X

4a. Article Number
P 368 729 467

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

Domestic Return Receipt

CERTIFIED

MAIL

P 368 729 467



*Decreased
at 13
NR Ogden B. Armour
Cordova Corporation
821 San Antonio Place
Sa*

95 DEC 22 PM 1:19

Thank you for using Return Receipt Service.

Alameda County Health Care Services Agency, Department of
Environmental Health, Environmental Protection Division

In Re The Property Known As :)	Notice of Official Action
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4191 First Street)	Control Board
Pleasanton, California)	

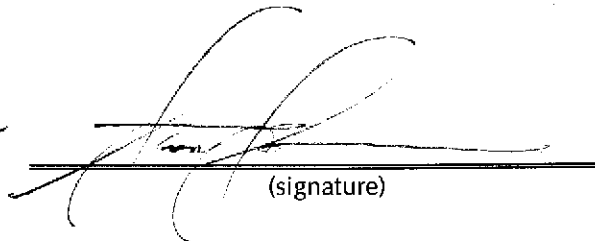
Dear Sirs:

The attached **Official Notice of Request for Technical Reports pursuant to Water Code Section 13267(b)** has been forwarded to this office for legal service, and oversight. As the Agency responsible for enforcing the terms of this **Official Action**, all communication should continue to be directed to this office. Please make arrangements to comply by calling me at (510) 567-6700 to coordinate all future activities.

Failure to comply could result in liability for civil or administrative penalties of up to \$1000 per day of delinquency.

I Scott Seery, do hereby certify that I served Henry O. Armour, Cordova Corporation, with a copy of the attached **Notice of Official Action by the Regional Board** by certified mailer # P 368 729 468.

Dated: 12-15-85



(signature)

P 368 729 468

US Postal Service
Receipt for Certified Mail

No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to <i>Cordova Corp</i>	
Street & Number	
Post Office, State, & ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

PS Form 3800, April 1995

4580



ALAMEDA COUNTY
HEALTH CARE SERVICES AGENCY
Department Of Environmental Health
Environmental Protection Division
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

*Cordova Corp.
3500 Estudillo St.
San Diego, CA 92110
Attn: Henry O. Armar*

4a. Article Number

P 368 729 468

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

Domestic Return Receipt

CERTIFIED

P 368 729 468

MAIL



DEC 22 PM 1:13

RETURN TO SENDER

1029
120

*Cordova Corporation
3500 Estudillo Street
San Diego, CA 92110*

At



Thank you for using Return Receipt Service.

EDWARD E. TUTTLE*
ROBERT G. TAYLOR*
MERLIN W. CALL
FRANK C. CHRISTL
PATRICK L. SHREVE
C. DAVID ANDERSON*
RICHARD S. BERGER
JOHN R. LIEBMAN
ALAN E. FRIEDMAN
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MERRICK J. BOBB
CHARLES L. WOLTMANN*
DOUGLAS W. BECK
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ROBERT L. SHULER*
MARK A. BORENSTEIN*
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THOMAS I. DUPUIS
SHANNON SULLIVAN MARTINEZ

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EDWARD W. TUTTLE
(1877-1960)

OF COUNSEL
JULIAN B. HERON, JR.**
PAMELA G. BOTHWELL

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SACRAMENTO, CA 95814-2736
(916) 449-9950

June 26, 1995

*MEMBER CALIFORNIA AND DISTRICT OF COLUMBIA BARS
**MEMBER DISTRICT OF COLUMBIA BAR ONLY

WRITER'S DIRECT DIAL NUMBER:

(213) 683-0604

BY FACSIMILE AND U.S. MAIL

Scott O. Seery, CHMM
Senior Hazardous Materials Specialist
Department of Environmental Health
Hazardous Materials Division
80 Swan Way, Rm. 200
Oakland, California 94621

Re: Unocal Station 3771, 4191 First Street, Pleasanton

Dear Mr. Seery:

This letter follows up on our May 26, 1995 letter regarding the above-referenced location. On June 6, we obtained the docket from Armour Oil Company's bankruptcy proceeding. After analyzing the docket, we selected certain documents to be copied from the bankruptcy court files. We had some difficulty in obtaining these documents due to the fact that the case was closed, but we finally received some of them on June 21. Unfortunately, the documents generated in the bankruptcy proceeding were very poorly drafted, and it appears that a critical document was never filed with the Court (i.e., the Second Amended Joint Plan of Reorganization). Thus, our analysis is subject to the deficiencies in the material available to us at this time.

We are submitting this response to you without having obtained the other documents we requested, to meet your deadline for this response. Accordingly, this response is based upon information currently available to our office, and discovery of additional information may change the discussion set forth below. In addition, our office represents Arco and we submit this response on its behalf; this is not intended as a legal opinion upon which you may rely.

Factual History

On or about October 17, 1983, Arco entered into a contract with Armour Oil Company ("AOC") whereby Arco agreed to supply gasoline to the gas station operated on the site by AOC. The initial contract period ran from October 17, 1983 to October 16, 1984. As this contract was expiring, Arco prepared a new contract with AOC.

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Scott O. Seery, CHMM
June 26, 1995
Page 2

commencing on October 16, 1984 and terminating on November 1, 1987. This second contract was purportedly signed by Mr. Henry Armour on behalf of San Diego Armour Oil Company (a wholly-owned subsidiary of AOC). AOC's Second Amended Disclosure Statement (the "Disclosure Statement") indicates that the site was owned and operated by San Diego Armour Oil Company ("SDAOC").¹

On October 19, 1984, AOC filed a voluntary Chapter 11 bankruptcy petition. On November 21, 1984, AOC's principal, O. B. Armour, also filed a voluntary Chapter 11 bankruptcy petition. O. B. Armour was the president of AOC since its inception, and he and his wife owned all of the shares of AOC. At some point, AOC's and O. B. Armour's bankruptcy cases were consolidated. SDAOC did not file for bankruptcy.

In or about January 1986, O. B. Armour and AOC's corporate secretary executed a Certificate of Ownership dated January 9, 1986, which certified that AOC's board of directors had duly adopted a resolution merging SDAOC into AOC pursuant to California Corporation Code § 1110. Similar Certificates of Ownership were executed for two other wholly-owned subsidiaries of AOC. On or about January 13, 1986, O. B. Armour and AOC's corporate secretary also executed a Certificate of Amendment of Articles of Incorporation of AOC, whereby AOC changed its name to [REDACTED] ("Cordova"). All of these certificates were filed in the California Secretary of State's office on January 15, 1986. These corporate activities were undertaken pursuant to AOC's and O. B. Armour's Joint Plan of Reorganization.

The Disclosure Statement provides that, once O. B. Armour contributes \$650,000 to fund the plan, "no party shall have any legal rights against O. Armour in his personal capacity after confirmation of the plan." On April 3, 1986, the court found that O. B. Armour satisfied his obligations under the plan and entered an order discharging O. B. Armour of "any and all obligations held by any claimants."

On January 14, 1986, the Court entered its order confirming the Second Amended Joint Plan of Reorganization (the "Second Plan"). It appears from the docket, however, that the debtors never filed the Second Plan with the court, and the Notice of Order Confirming Plan

¹ As an example of how mixed-up the bankruptcy documents are, the Disclosure Statement also suggests that AOC and SDAOC each had 1/2 ownership interest in the site through a limited partnership called Gas-n-Save of Pleasanton with AOC as the limited partner (50% interest) and SDAOC as the general partner (50% interest). AOC's original bankruptcy schedules list as an asset 1/2 interest in the site.

Scott O. Seery, CHMM
June 26, 1995
Page 3

and Discharge indicates that the court confirmed the debtors' original plan filed on June 28, 1985. Thus, there are severe problems with the court's records and actions. This response does not discuss whether the discharges granted by the court are invalid due to such problems.

On or about December 13, 1987, [REDACTED] stopped operating the gas station on the site, and the real property was apparently sold to UNOCAL on February 9, 1988. As of April 1, 1994, the Franchise Tax Board suspended Cordova.

Discussion

As we understand it, the County of Alameda (the "County") is contending that AOC had five unauthorized releases in its operations at the site between 1982 and 1985, one occurring in 1982, three occurring in 1984, and one occurring in 1985. Whether or not such releases occurred, Arco should not be identified as a responsible party. Arco has already related to you its lack of involvement with the site. At no time was Arco ever an owner or operator of the site. Arco merely supplied gasoline to AOC and SDAOC, and, as explained in prior filings, a franchisor cannot be held liable for the contractor's failure to comply with environmental laws.

A. Cordova As a Responsible Party

Nothing that we have seen precludes the County from identifying Cordova as a responsible party. When SDAOC merged into AOC and became Cordova, all obligations of SDAOC, including environmental obligations, were assumed by Cordova. If the merger took effect post-confirmation, any environmental claims held by the County against SDAOC would not have been discharged by AOC's bankruptcy.

The information available to us indicates that the merger took effect post-confirmation. The Disclosure Statement provides that "[a]s of the Effective Date, all of the Subsidiaries shall be merged into the Reorganized Debtor." Reorganized debtor is defined as the entity "which emerges from Armour's Chapter 11 proceeding." The Disclosure Statement further states, "[t]he Reorganized Debtor shall be known as Cordova Corporation." Reorganized debtor is a term of art used by bankruptcy practitioners to refer to the debtor post-confirmation. Thus, it appears that the plan intended that the merger take effect post-confirmation.

In any event, the plan was confirmed on January 14, 1986, and the merger took effect on January 15, 1986, when the Certificate of Ownership pertaining to the merger was filed with the California Secretary of State's office pursuant to California Corporation Code § 1110. Section 1110(a) then in effect provided that a short-form

Scott O. Seery, CHMM
June 26, 1995
Page 4

merger "may be effected by a resolution adopted by the board of the parent corporation and the filing of a certificate of ownership as provided by subdivision (d)." Section 1110(e) then in effect further provided: "Upon filing of the certificate of ownership, the merger shall be effective and any amendment of the articles of the surviving corporation set forth in the certificate shall be effective." (emphasis added).

At what point the merger took effect is most likely governed by applicable non-bankruptcy law. See cf. Matter of Estate of Medicare HMO, 998 F.2d 436, 441 (7th Cir. 1993) ("when Congress has not provided an explicit alternative to state law, we are mindful that the Bankruptcy Code was written in the shadow of state law and conclude that Congress intended state law to fill the interstices"). Here the merger was undertaken pursuant to the short-form merger provision of the California Corporation Code. Thus, California law should govern and the merger became effective on January 15, 1986, which is one day after the date of the confirmation. Accordingly, the County may assert against Cordova any claims it may have had against SDAOC.

B. Viability of Claims Against the Insurance Carriers

~~If SDAOC purchased CGL insurance policies, such policies may cover the County's claims against Cordova, especially for claims arising out of sudden spills.~~ From 1973 to 1986, standard CGL policies included a limited pollution exclusion containing the "sudden and accidental" exception to the exclusion. See 4 Law of Hazardous Waste § 19.05 at 19-70 (Matthew Bender 1994). Thus, for the period from 1983 to 1985, any CGL policies SDAOC purchased would most likely contain the limited pollution exclusion, and accidental spills may be covered under such policies.

In fact, the County can pursue AOC's insurers for even those claims that were otherwise discharged by AOC's bankruptcy. A bankruptcy discharge does not affect the liability of the debtor's insurer. See First Fidelity Bank v. McAteer, 985 F.2d 114, 118 (3rd Cir. 1993). Cordova, as AOC's successor, can even be named as a nominal defendant in order to establish the insured's liability without violating the discharge injunction. See In re Beeney, 142 B.R. 360, 362-63 (9th Cir. BAP 1992).² Significantly, AOC claimed in its bankruptcy proceeding that it had insurance to pay for the cost of cleaning up environmental contamination arising from gas line leaks at its station in Davis, California.

² To be safe, the County can seek a court order modifying the discharge injunction, conditioned upon a waiver of the right to collect from the debtor. See 3 Collier on Bankruptcy, ¶ 524.05 (15th ed. 1995).

Scott O. Seery, CHMM
June 26, 1995
Page 5

C. Possibilities of Shareholder and Officer Liability

Shareholders and officers of a corporation can be directly liable for environmental pollution resulting from the corporation's activities. See, e.g., Levin Metals v. Parr-Richmond Terminal, 781 F. Supp. 1454, 1456 (N.D.Cal. 1991) (officer/shareholder may be directly liable under CERCLA as operator if shareholder actually participated in operations of facility or actually exercised control over, or was otherwise intimately involved in operations of, corporation immediately responsible for operation of facility); Robertshaw Controls v. Watts Regulator, 807 F. Supp. 144, 152-53 (D.Me. 1992) (corporate officer may be directly liable under CERCLA as operator if officer could have prevented hazardous waste discharge at issue).

Here O. B. Armour's personal bankruptcy presumptively discharged any claim against him that arose prior to January 14, 1986. The discharge granted to O. B. Armour, however, does not preclude the County from naming him as a responsible party as long as the County does not seek to impose personal liability on Mr. Armour. See Bankruptcy Code § 524 (discharge injunction prohibits action to enforce discharged obligation as personal liability of debtor). To the extent O. B. Armour would have been liable for the unauthorized releases at the site, the County might still be able to recover from his D & O insurance policy. See McAteer, 985 F.2d at 118.

Conclusion

To summarize, SDAOC's environmental obligations were not discharged by AOC's bankruptcy, and the County may bring appropriate enforcement action against Cordova with respect to such obligations. In addition, the discharges granted to AOC and O. B. Armour do not preclude the County from seeking to recover from their insurance policies. If any questions arise regarding this letter, please feel free to call Beth Dorris, Lou Kempinsky or me.

Very truly yours,

TUTTLE & TAYLOR



By

Sam S. Oh

TUTTLE & TAYLOR
A LAW CORPORATION
FORTIETH FLOOR
355 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-3101

Sam O'H
ALAMEDA

Scott O. Seery, CHMM
Senior Hazardous Materials Specialist
Department of Environmental Health
Hazardous Materials Division
80 Swan Way, F 000
Oakland, Calif

ALAM080 946213046 1694 06/29/95
FORWARDING TIME EXPIRED
ALAMEDA COUNTY HAZARDOUS MATERIALS
1131 HARBOR BAY PKY
ALAMEDA CA 94502-6577

RETURN TO SENDER

94621-1439 06



EDWARD E. TUTTLE*
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TELEPHONE: (213) 683-0600
FACSIMILE: (213) 683-0225

May 26, 1995

EDWARD W. TUTTLE
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*MEMBER CALIFORNIA AND DISTRICT OF COLUMBIA BARS

**MEMBER DISTRICT OF COLUMBIA BAR ONLY

WRITER'S DIRECT DIAL NUMBER:

(213) 683-0604

BY FACSIMILE: (510) 337-9335 AND BY US MAIL

Scott O. Seery, CHMM
Senior Hazardous Materials Specialist
Department of Environmental health
Hazardous Materials Division
80 Swan Way, Rm. 200
Oakland, California 94621

Re: Unocal Station 3771, 4191 First Street, Pleasanton

Dear Mr. Seery:

This letter follows up on our May 22, 1995 conference call with you regarding the above-referenced location. We have been trying to respond to your request that we analyze the impact of Armour Oil Company's bankruptcy proceeding. As we informed you during the conference call, we have been unable to obtain the docket for Armour Oil Company's bankruptcy proceeding because of the court's computerization of its records. Thus, we have not been able to obtain the information and documents necessary to analyze all of the bankruptcy issues involved.

Nothing that we have seen so far would preclude the County of Alameda from bringing appropriate enforcement action against Armour Oil Company, San Diego Armour Oil Company and their successor, Cordova Corporation ("Cordova"). Pursuant to your request, we are also looking into whether the County of Alameda would have recourse against the principal shareholders of Cordova.

Scott O. Seery, CHMM
May 26, 1995
Page 2

We hope to obtain the docket as soon as possible and to submit a further response by June 26, 1995, assuming that we can obtain the docket in the near future. If in the interim any questions arise regarding this letter, please feel free to call Beth Dorris, Lou Kempinsky or me.

Very truly yours,

TUTTLE & TAYLOR

A handwritten signature in black ink, appearing to read 'S. Oh', with a long horizontal flourish extending to the right.

By
Sam S. Oh



ARCO Products Company

Legal Department
1055 West Seventh Street
P.O. Box 2570
Los Angeles, CA 90051-0570

FACSIMILE TRANSMISSIONDATE: 4/26/95 TIME: 4:10

TO:
FIRM:
FACSIMILE NO.:
CC:

Scott O. Seery, CHHH
Dept of Env. Health
(510) 337-9335

FROM: Beth S. Dorris
TELEPHONE NO.: (213) 486-2435 FACSIMILE NO.: (213) 486-0930
NO. OF PAGES (INCLUDING COVER SHEET): 2 If you do not receive all pages of this transmission or have experienced a transmission problem, please call Sajja Sultani at (213) 486-1540.

THIS TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone (collect), and return the original message to us at the above address via the U.S. Postal Service. Thank you.

MESSAGE:

4/19 phone message from Beth Dorris

- still working on Armour Oil bankruptcy issues w/ outside council, thinks it should be ready by 4/26, but if can't, hope to send by 5/1



Legal
1055 West Seventh Street
Post Office Box 2570
Los Angeles, California 90051-0570
Telephone 213 486 2435

Beth S. Dorris
Senior Attorney

ENVIRONMENTAL
PROTECTION

95 MAY -1 PM 3: 24

April 26, 1995

Scott O. Seery, CHMM
Senior Hazardous Materials Specialist
Department of Environmental Health
Hazardous Materials Division
80 Swan Way, Rm. 200
Oakland, CA 94621

Via Facsimile & US Mail

Re: Unocal Station 3771, 4191 First Street, Pleasanton

Dear Mr. Seery:

We have had some difficulty in obtaining the very extensive bankruptcy files on Armour Oil Company. We had hoped to obtain a copy from UNOCAL, who has most of the files, but that has not yet been worked out. This has impeded our ability to prepare an analysis of Armour's liability. Our outside counsel, Lou Kempinsky of Tuttle and Taylor, has indicated that he might have the analysis ready by May 1 (when you return to your office). If the bankruptcy file raises issues, though, the analysis will take longer. In our last conversation, you indicated you might be amenable to a time extension if necessary. Accordingly, we hope you will accept a later response, which we plan to have in no later than May 26, 1995.

Very truly yours,

Beth S. Dorris

cc. Louis Kempinsky, Esq.

ALAMEDA COUNTY HEALTH CARE SERVICES - ENVIRONMENTAL PROTECTION

MEMORANDUM

DATE: March 13, 1995

TO: Gil Jensen, Alameda County District Attorney's Office

FROM: Scott Seery

SUBJ: Unocal / ARCO / Armour Oil station, 4191 First St.,
Pleasanton

Enclosed are recent submittals from both Unocal (or their council) and ARCO regarding the Armour Oil issue. Armour is likely most remembered in Alameda County as operating the tanker truck which was involved in the Caldecott Tunnel accident and consequent explosion in 1982.

Cursory review of the information from ARCO indicates Armour has had a significant track record with respect to name changes and mergers, dissolutions, and, around 1984, bankruptcy petitions. Affiliated companies appear to have been or are operating under a variety of names throughout the U.S. Records from U.S. Bankruptcy Court in L.A. reportedly indicate Armour Oil Company and O.Armour filed petitions for bankruptcy (Chapter 11 reorganization?) around 1984. It is unclear whether final bankruptcy was ever completed. In fact, it appears Armour Oil (or some facsimile) was a debtor in possession of the subject site until title transfer to Unocal in 1988. [Please note that, since San Diego Armour Oil Company merged into Armour Oil Company during January 1986, it is unclear just how San Diego Armour Oil could have transferred title to Unocal in 1988.] According to one enclosed account, "...[s]imultaneous with the merger of San Diego Armour Oil Company into Armour Oil Company on January 15, 1986, Armour Oil Company changed its name to Cordova Corporation."

Cordova Corporation's corporate status was "suspended" in California for tax delinquency, something not unfamiliar to Armour as the same thing occurred in 1980 to Texas Armour Oil Company, Inc., according to Texas Secretary of State records.

The information thus far submitted seems to indicate that O.B. ("Ogden") Armour and H.O. ("Henry") Armour and other apparent family members are the major players (i.e., President, V.P., etc.) in each of the Armour permutations. O.B. Armour reportedly still maintains a San Diego address (residence?).

With such a sorted corporate history in mind, it appears that the recent correspondence from Henry Armour was, at best, incomplete, and at worst, intentionally misleading and significantly incomplete as to the facts.

Gil Jensen
RE: Armour Oil
March 13, 1995
Page 2 of 2

Beth Dorris (ARCO in-house council) and I spoke of these issues today. She is preparing the submittal of additional documents, including info from Dunn and Bradstreet. Additionally, she will be seeking input from outside council reported to be an "expert" on bankruptcy issues with respect to, among others, lingering corporate liability, etc. She is also going to try to closely collaborate with Unocal in finalizing the review and interpretation in what has become rather a tale of corporate intrigue, if you will.

In light of the fact that Unocal is continuing the environmental investigation and more time is needed to evaluate this complex corporate record, I agreed to allowing another 45 days to unravel the Armour Oil mystery.

c: TP



Legal
1055 West Seventh Street
Post Office Box 2570
Los Angeles, California 90051-0570
Telephone 213 486 2435

Beth S. Dorris
Senior Attorney

March 10, 1995

ENVIRONMENTAL
PROTECTION
95 MAR 15 PM 1:20

Scott O. Seery, CHMM
Senior Hazardous Materials Specialist
Department of Environmental Health
Hazardous Materials Division
80 Swan Way, Rm. 200
Oakland, CA 94621

Via Facsimile & US Mail

Re: Unocal Station 3771, 4191 First Street, Pleasanton (the "Site")

Dear Mr. Seery:

Pursuant to your request, attached are materials on the corporate succession of Armour Oil Company and San Diego Armour Oil Company. A brief summary also is attached. You might find it significant that Armour Oil Company has never been dissolved. Rather, the company was *suspended* in 1994 for failure to pay franchise taxes.

As requested, we also have looked for bankruptcy records. A company named "Armour Oil Company" appears to have been in Chapter 11 reorganization proceedings in southern California in 1984 or so. (The attached case cites the Armour Oil proceedings as Case No. LA 84-29720-JD Ch. 11, Adv. No. LA 85-0674-JD.) This does not necessarily foreclose legal action against Armour Oil, though. There are many situations under which a company that has gone through a Chapter 11 reorganization, or its insurers, can still be held liable.

We have not yet received certain pertinent records from the California Secretary of State. When we receive them, we will send them to Unocal and you. The additional records may provide further information on the identity of shareholders and officers. We also are still searching our records for application materials and to see if a personal guarantee existed.

In your phone message yesterday, you indicated that Unocal's counsel is analyzing the corporate history and plans to provide you with a more detailed analysis. Accordingly, I am sending to Unocal a duplicate of the materials enclosed herewith. We also will be glad to discuss with Unocal's counsel and you the successor liability and bankruptcy issues raised in this case. Please do not hesitate to call me at (213) 486-2435.

Very truly yours,

Beth S. Dorris

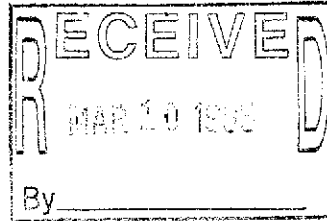
Attachments

Armour Oil Company
Cordova Corporation, aka Armour Oil Co.

- Merged out into Cordova Corporation, aka Armour Oil Co. (4/77)
- Changed name from Armour Management Corporation to Armour Oil Oil Company (4/77)
- Merged in Armour Service of Montclair, Inc. (1/78)
- Merged in San Diego Armour Oil Company (formerly named "Armour Service of Anaheim, Inc.") (1/86)
- Changed name from Armour Oil Company to ? (1/86)
- Merged in Mampton-Armour Oil, Inc. (VA N.Q.) and Norfolk-Armour Oil, Inc. (1/86)
- FTB suspension (4/94)

**LANDELS,
RIPLEY &
DIAMOND**

ATTORNEYS



John F. Barg

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Sacramento, CA
95814-4407
Tel 916-448-8300
Fax 916-448-4923

March 10, 1995

VIA MESSENGER

Scott O. Seery
Senior Hazardous Materials Specialist
Alameda County Health Care Services Agency
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577

Re: Unocal Service Station No. 7376, 4191 First Street
Pleasanton, California

Dear Mr. Seery:

This firm represents Union Oil Company of California ("Unocal") in connection with petroleum contamination at Unocal Station No. 7376, located at 4191 First Street in Pleasanton, California (the "Property"). In your letter of January 24, 1995, you requested that all parties submit supplemental information by the close of business on March 10, before the Review Panel makes a final decision on dischargers at the Property.

Before Unocal acquired the Property, San Diego Armour Oil Company owned and operated a gasoline service station on the Property apparently as "Gas-N-Save" and as an ARCO station from 1980 to 1988. San Diego Armour Oil Company sold the Property to Unocal in January 1988. After acquiring the Property, Unocal learned of petroleum contamination from spills and leaks which occurred prior to Unocal's ownership.

To assist your Agency and the Review Panel in identifying appropriate dischargers responsible for the cleanup of this Site, Unocal retained Enviros, Inc., to conduct a Phase One Site Assessment. A copy of that site assessment is being messengered to you today by Bob Boust of Unocal's corporate environmental remediation office in San Ramon. The Phase One Site Assessment contains, among other records, the complete file of the Pleasanton Fire Department. The Fire Department records confirm numerous product releases during the ownership of San Diego

Armour, including overfilling incidents on January 7, 1985 and February 8, 1985. Both overfill incidents were sufficiently serious to attract the attention of the Pleasanton Fire Department, and the February 8, 1985 incident was reported in a local newspaper. As you noted in your letter of November 11, 1994 to ARCO Products Company, ARCO had a contract to supply petroleum products to the Site between October 16, 1984 and November 1, 1987. Therefore, the two 1985 overfill accidents are at least in part the responsibility of ARCO.

The Pleasanton Fire Department records contain numerous reports of spills, leaks, and other releases resulting from a "maintenance program . . . run by crisis." (Pleasanton Fire Department inter-office memorandum dated 11/8/82) The California Department of Fish & Game, along with a California Regional Water Quality Control Board engineer, an Environmental Protection Agency Technical Assistance Team, and Pleasanton Fire Department officials responded to the petroleum release on February 8, 1985, resulting in "water/petroleum run-off entering two separate City sewer systems." In all, the Pleasanton Fire Department records reveal no less than four separate incidents to which the Fire Department responded as a result of petroleum releases on the Property between 1982 and 1985. We do not know what other releases may have occurred during the ownership of San Diego Armour.

Based on the Pleasanton Fire Department's records, it is clear that San Diego Armour, along with ARCO, should be required to cleanup the contamination they caused or permitted. California Water Code Section 13304 authorizes the Regional Board to issue a Cleanup & Abatement Order to:

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 waters of the State . . .

All of the contamination which is known to exist under and around the Property was caused or permitted by San Diego Armour prior to its sale of the Property in January 1988 to Unocal. Moreover, the Pleasanton Fire Department records indicate that overfills by ARCO contributed to that contamination. In contrast, there is no information that Unocal caused or permitted any of the contamination.

We understand that San Diego Armour may take the position that it no longer exists and cannot be held responsible for the activities which occurred during its sloppy operations of the Property between 1980 to 1988. We have conducted a database search for corporate records concerning San Diego Armour, with the following results:

- In 1980, the Property was conveyed by Vernon Dickman to San Diego Armour Oil Company (Attachment A);
- In January 1988, San Diego Armour Oil Company conveyed the Property to Lawyers Title Insurance Corporation which simultaneously conveyed the Property to Union Oil Company of California (Attachment B);
- The California Secretary of State Corporate Record Database shows San Diego Armour Oil Company to be incorporated on July 20, 1960, and merging into Armour Oil Company on January 15, 1986. (Attachment C) [Since San Diego Armour Oil Company merged into Armour Oil Company in 1986, it is not clear how San Diego Armour Oil Company had the capacity to sell the Property to Unocal in 1988];
- Simultaneous with the merger of San Diego Armour Oil Company into Armour Oil Company on January 15, 1986, Armour Oil Company changed its name to Cordova Corporation. (Attachment D) Although Cordova's corporate status recently was suspended apparently by the Franchise Tax Board, it continues in existence according to the Secretary of State records;
- According to the Secretary of State database, the president of San Diego Armour Oil Company was O.B. Armour, whose address was listed as 821 San Antonio Place, San Diego, California 92106. The president of Cordova Corporation is listed in the database as O.B. Armour, at exactly the same address. (Compare Attachments C and D);
- The registered agent for service of process of San Diego Armour Oil Company is listed in the database as H.O. Armour, 3500 Estudillo Street, San Diego, California 92110. The registered agent for Cordova is Henry Ogden Armour, located at the same address. (Compare Attachments C and D);

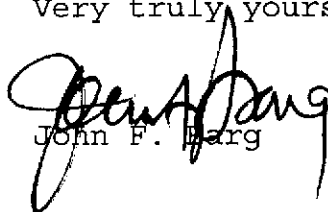
- According to docket records from the United States Bankruptcy Court in Los Angeles, Armour Oil Company and O. Armour filed petitions in bankruptcy on October 19, 1984 and November 21, 1984, respectively. The Bankruptcy Court's docket sheet does not indicate whether San Diego Armour Oil Company also filed for bankruptcy. If not, we believe that Armour Oil Company's post-petition assumption of the liabilities of San Diego Armour Oil Company may not be discharged in bankruptcy. The specific Bankruptcy Court filings must be obtained in order to determine whether Cordova Corporation, which is currently in existence, is responsible for the liabilities of San Diego Armour Oil Company with respect to the Property.

We have requested that the California Secretary of State provide us with the merger and name-change documents described in the database for the Cordova/Armour entities; such a process usually takes no more than one week. We also have begun a search of the Bankruptcy Court records to determine whether the Bankruptcy Court discharged the debts of San Diego Armour Oil Company in connection with its former ownership and operation of the Property.

On the basis of the records which have been obtained and which are attached to this letter, we suggest that the Review Panel name as dischargers San Diego Armour Oil Company and Cordova Corporation to the extent of their liability, if any, under the bankruptcy laws, along with ARCO, as the parties primarily responsible for responding to the contamination which exists on and around the Property. In the meantime, we will continue our efforts to complete our research into the corporate status of Cordova Corporation and San Diego Armour Oil Company, and will provide you with the results of that research within two weeks.

In the meantime, if you have any questions or need further information, please give me a call.

Very truly yours,


John F. Berg

JFB:ds2

cc: Gil Jensen (Alameda County District Attorneys' Office)
Kevin Graves (Regional Water Quality Control Board)

80-168793

RECORDING REQUESTED BY
PROCOPIO CONY MARGREAVES
AND SAVITCH
ATTORNEYS AT LAW
NINETEENTH FLOOR - 330 B STREET
SAN DIEGO, CALIFORNIA 92101

PROCOPIO CONY MARGREAVES
AND SAVITCH
ATTORNEYS AT LAW
NINETEENTH FLOOR - 330 B STREET
SAN DIEGO, CALIFORNIA 92101

San Diego Armour Oil Company
P.O. Box 81002
San Diego, CA. 92118

OFFICE OF THE CLERK OF RECORDS
OF ALAMEDA COUNTY, CALIF.
SEP 29 1980
1:00 P.M.
RECORDS & CLERK OF RECORDS

Handwritten signature/initials

TRANSFER
TAX PAID
ALAMEDA COUNTY

AW

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Individual Grant Deed

THIS FORM FURNISHED BY TIGOR TITLE INSURANCE

94-110-12-4

The undersigned grantor(s) declare(s):
Duties transfer tax is \$ 151.10
(X) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area: City of Pleasanton and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

GRANTOR: DICKMAN

GRANTEE: SAN DIEGO ARMOUR OIL COMPANY

The foregoing deed is of property in the City of Pleasanton,
County of Alameda, State of California.

EXHIBIT "A" ATTACHED.

SEP 19, 1980

Handwritten signature
VERNON G. W. DICKMAN

CH
CHIEF CLERK
SEP 19, 1980
I, VERNON G. W. DICKMAN

I, VERNON G. W. DICKMAN, being the grantor,
do hereby certify that the above described property is
correctly described and that the grantee, SAN DIEGO ARMOUR OIL COMPANY,
has acknowledged that he executed the same
with full knowledge and intent.

Handwritten signature

Title Order No. _____ Form of Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

WHEN RECORDED MAIL TO:

Union Oil Co.
911 Wilshire Blvd., #1315
Los Angeles, Ca. 90051
Attn: Jim Crouse
HL 132725
HL 132726

490
SS 7376
Documentary Transfer Tax as computed on
full value of property conveyed is \$495.00

RECORDED at REQUEST OF
Continental Land Title Co.
At 8:30 A.M.
FEB - 8 1988

CORPORATION GRANT DEED

OFFICIAL RECORDS OF
ALAMEDA COUNTY CALIFORNIA
HELENE C. DAVIDSON
COUNTY RECORDER

5/2
L-10⁰⁰

FOR A VALUABLE CONSIDERATION, receipt of which is hereby
acknowledged, SAN DIEGO ARMOUR OIL COMPANY, INC., a California
corporation, hereby grants to LAWYERS TITLE INSURANCE CORPORATION,
a Virginia corporation, the following described real property in
the City of Pleasanton, County of Alameda, State of California, to
wit:

TRANSFER
TAX PAID
ALAMEDA COUNTY

(Refer to Exhibit A attached hereto and made a part hereof)

together with all tenements, hereditaments and appurtenances
thereto belonging.

SUBJECT TO conditions, restrictions, reservations, rights,
rights of way, and encumbrances of record.

IN WITNESS WHEREOF, said corporation has caused its corporate
name and seal to be affixed hereto and this instrument to be
executed by the following authorized officials.

Dated January 2, 1988 SAN DIEGO ARMOUR OIL COMPANY, INC.

By [Signature], Pres

By [Signature], Vice Pres.

STATE OF CALIFORNIA
COUNTY OF ALAMEDA)
On this 2nd day of January, in the year 1988
before me, the undersigned Notary Public in and for said County and State,
personally appeared [Signature] and
[Signature] and
with me on the above described premises, and they acknowledged to me that the
within instrument is their act and deed, and they acknowledged to me that the
contents of the instrument are true and correct and are known to be true and correct.

Signature [Signature]
Notary Public in and for said County and State



WHEN RECORDED MAIL TO:

4491
Documentary Transfer Tax as computed on full value of property conveyed is \$495.00/

Union Oil Co.
911 Wilshire Blvd., #1315
Los Angeles, Cal., 90051
Attn: Jim Cruise

RECORDED at REQUEST OF
Continental Land Title Co.
At 8:30 A.M.
FEB - 8 1988
OFFICIAL RECORDS OF
ALAMEDA COUNTY CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

HL 132726
HL 132725

CORPORATION GRANT DEED

5/2

1000

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, hereby grants to UNION OIL COMPANY OF CALIFORNIA, dba: UNOCAL, a California corporation, the following described real property in the City of Pleasanton, County of Alameda, State of California, to wit:

TRANSFER
TAX PAID
ALAMEDA COUNTY

(refer to Exhibit A, attached hereto and made a part hereof)

together with all easements, hereditaments and appurtenances thereto belonging.

SUBJECT TO CONDITIONS, restrictions, reservations, rights, rights of way, and easements of record.

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by the following authorized officials.

Dated January 21, 1988

LAWYERS TITLE INSURANCE CORPORATION

By [Signature]
LA BALUCCA, ETIC. VICE PRESIDENT

By [Signature]
CATHY L. SHUTEMAN, ASST. SECRETARY

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
I, [Signature], Notary Public for said County and State,
do hereby certify that LA BALUCCA
Cathy L. Shuteman is the duly authorized officer of the
LAWYERS TITLE INSURANCE CORPORATION, and is authorized to execute this instrument.

FOR NOTARY SEAL OR STAMP
OFFICIAL SEAL
IRENE M. MILLER
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. Feb 22, 1989

[Signature]
Notary Public for said County and State

LEVEL 1 - 22 OF 26 DOCUMENTS

*** THIS DATA IS FOR INFORMATION PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE OFFICE OF THE CALIFORNIA SECRETARY OF STATE. ***

CALIFORNIA SECRETARY OF STATE, CORPORATE RECORD.

NAME: SAN DIEGO ARMOUR OIL COMPANY

TYPE OF CORPORATION: ARTICLES OF INCORPORATION (DOMESTIC)

CORPORATE STATUS: MERGED OUT

DATE OF INCORPORATION/QUALIFICATION: 07/20/1960

MAILING ADDRESS: P O BOX 85302
SAN DIEGO, CA 92138

REGISTERED AGENT: H O ARMOUR

REGISTERED OFFICE: 3500 ESTUDILLO ST
SAN DIEGO, CA 92110

PRESIDENT: O B ARMOUR
821 SAN ANTONIO PLACE
SAN DIEGO, CA 92106

STATEMENT OF OFFICERS FILE NUMBER: 314087

STATEMENT OF OFFICERS FILE DATE: 08/12/85

TAX-BASIS: STOCK

CORPORATE NUMBER: 399882

HISTORY:

DATE: 01/08/1968
TRANSACTION: CERTIFICATE OF AMENDMENT
COMMENT: NAME CHANGE FROM: ARMOUR SERVICE OF ANAHEIM, INC.
OTHER CORP NO: 00399882
AMENDMENT NO: A0093489

DATE: 01/15/1986
TRANSACTION: MERGER
COMMENT: OUTGOING-MERGED INTO C0397732 ARMOUR OIL COMPANY
OTHER CORP NO: 00397732

SURVIVING CORPORATION: ARMOUR OIL COMPANY 00397732

ENTER LEXDOC TO ORDER COPIES OF THE ORIGINAL FILING AND RELATED DOCUMENTS

FOCUS - 2 OF 3 DOCUMENTS

*** THIS DATA IS FOR INFORMATION PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE OFFICE OF THE CALIFORNIA SECRETARY OF STATE. ***

CALIFORNIA SECRETARY OF STATE, CORPORATE RECORD.

NAME: CORDOVA CORPORATION

TYPE OF CORPORATION: ARTICLES OF INCORPORATION (DOMESTIC)

CORPORATE STATUS: SUSPENDED

DATE OF INCORPORATION/QUALIFICATION: 06/10/1960

FTB SUSPENSION DATE: 03/24/88

FTB SUSPENSION CODE: SUSPENDED

MAILING ADDRESS: P O BOX 85302
SAN DIEGO, CA 92138

REGISTERED AGENT: HENRY OGDEN ARMOUR

REGISTERED OFFICE: 3500 ESTUDILLO STREET
SAN DIEGO, CA 92110

PRESIDENT: O B ARMOUR
821 SAN ANTONIO PLACE
SAN DIEGO, CA 92106

STATEMENT OF OFFICERS FILE NUMBER: 313093

STATEMENT OF OFFICERS FILE DATE: 07/21/88

TAX-BASIS: STOCK

CORPORATE NUMBER: 397732

HISTORY:

DATE: 04/25/1977
TRANSACTION: MERGER
COMMENT: MERGED IN ARMOUR OIL COMPANY
OTHER CORP NO: 60022015
AMENDMENT NO: A0176791

DATE: 04/25/1977
TRANSACTION: MERGER
COMMENT: NAME CHANGE FROM: ARMOUR MANAGEMENT CORPORATION
OTHER CORP NO: 00397732
AMENDMENT NO: A0176791

DATE: 01/30/1978

TRANSACTION: MERGER
COMMENT: SURVIVOR-MERGED IN C0399860 ARMOUR SERVICE OF MONTCLAIR,
INC.
OTHER CORP NO: 00399860
AMENDMENT NO: A0186510

DATE: 01/15/1986
TRANSACTION: MERGER
COMMENT: SURVIVOR-MERGED IN C0399882 SAN DIEGO ARMOUR OIL COMPANY
OTHER CORP NO: 00399882
AMENDMENT NO: A0310248

DATE: 01/15/1986
TRANSACTION: CERTIFICATE OF AMENDMENT
COMMENT: NAME CHANGED FROM: ARMOUR OIL COMPANY
OTHER CORP NO: 00397732
AMENDMENT NO: A0310250

DATE: 01/15/1986
TRANSACTION: MERGER
COMMENT: MERGED IN MAMPTON-ARMOUR OIL, INC. (VA N.Q.) AND
NORFOLK-ARMOUR OIL, INC.
OTHER CORP NO: 60022016
AMENDMENT NO: A0310249

DATE: 02/15/1994
TRANSACTION: SECRETARY OF STATE DELINQUENCY

DATE: 04/01/1994
TRANSACTION: FRANCHISE TAX BOARD SUSPENSION

ENTER LEXDOC TO ORDER COPIES OF THE ORIGINAL FILING AND RELATED DOCUMENTS

ALAMEDA COUNTY
HEALTH CARE SERVICES
AGENCY

DAVID J. KEARS, Agency Director



RAFAT A. SHAHID, ASST. AGENCY DIRECTOR

DEPARTMENT OF ENVIRONMENTAL HEALTH
State Water Resources Control Board
Division of Clean Water Programs
UST Local Oversight Program

ENVIRONMENTAL PROTECTION DIV.
1131 HARBOR BAY PKWY., #250
ALAMEDA CA 94502-6577

February 21, 1995

Dear Sir:

The attached "**Notice of Reimbursement**" is not a bill. It is required by our contract with the State Water Resources Control Board that we send this letter to all responsible parties involved in a leaking petroleum underground tank site. A responsible party may be the operator of the tank or the property owner. You fall into the following category:

The site is contaminated and the Alameda County Local Oversight Program will be overseeing the cleanup through to a closure of the case. This letter says that you will be billed for the time that our technical staff spends on your case **after** the work has been accomplished.

We will work with you to expedite the remediation of your site.

If you have any questions please call this office at 567-6700 and ask for the specialist noted in the accompanying notice.

Sincerely,

Thomas F. Peacock, Supervising HMS
Environmental Protection Division

HENRY OGDEN ARMOUR
P.O. BOX 2527
OLYMPIA, WA 98507

February 20, 1995

Alameda County Environmental Health Dept.
Environmental Protection Division
1131 Harbor Bay Pkwy., #250
Alameda, CA 94502-6577

Gentlemen:

I received last week copies of a Notice of Pre-Enforcement Review Panel in Re The Properties Known As:

Unocal Station #3771
Armour Oil Station #188
ARCO Station #90756
4191 First Street
Pleasanton, CA

The notice was of a hearing to convene on January 24, 1995. I received this notice after the date of the hearing. I am responding to the notice to provide information requested in the notice, namely "the contractual relationship between ARCO Products and Armour Oil Companies, the specific levels of control and operation of the subject station by each, as well as documents which clearly identify the current corporate status of Armour Oil Company and successor corporations."

I received notices to the following entities:

Harry O. Armour, an individual
Harry O. Armour, dba O.B. Armour Company
Harry O. Armour, dba Armour Oil Company
Armour Oil Company
O.B. Armour Company
Balboa Associates

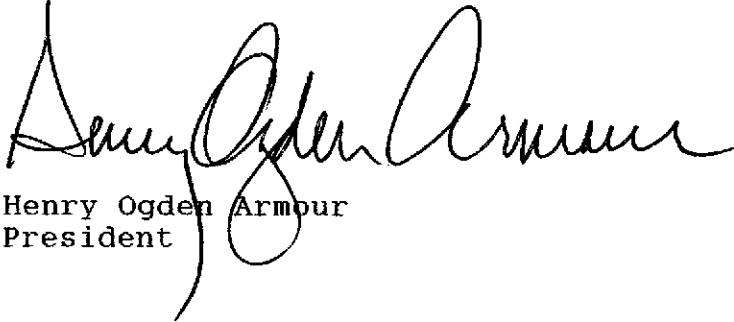
Armour Oil Company owned the above referenced property. Armour Oil Company, a California corporation, filed bankruptcy in 1984. At some time Armour Oil Company entered into a supply contract with ARCO in which ARCO supplied branded product to the site. Armour sold its interest in the property as part of its liquidation to Unocal Corporation. All assets of Armour Oil Company were liquidated by court order. Armour Oil Company is a defunct corporation. There were no successor corporations to Armour Oil Company. There is no such person as Harry O. Armour. I assume this reference was meant to be to me, Henry O. Armour. I was Vice President of Armour Oil Company. I had no financial interest in that company. O.B. Armour Company is a transportation

company that I own. Balboa Associates is a partnership of two Washington corporations that operates two retail facilities.

I trust this satisfactorily responds to the information request. Should you have any further questions, please contact me at:

P.O. Box 2527
Olympia, WA 98507

Very truly yours,

A handwritten signature in cursive script, appearing to read "Henry Ogden Armour". The signature is written in black ink and is positioned above the typed name and title.

Henry Ogden Armour
President

Unocal
4191 First St.
Pleasanton

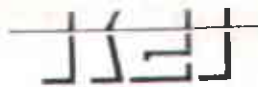
2-6-95

MEMO to file:

While passing by the site this A.M. on my commute to work, I observed a drill rig and support vehicles at the site, and so stopped at the site. Thomas Seelinger (KEI) was the geologist contracted to Unocal. I expressed that I was surprised to see drilling activities for I had not yet seen any work plan describing such activity. Mr. Seelinger then showed me a ^{KEI} work plan dated ~ Jan 5, 1995 which described their plan to advance a soil boring @ the southern end of the site, drill out MW-2, and replace it with another close by.

I reviewed the work plan on-site, adding TPH-D to the analyte suite and indicating that all soil samples (as opposed to "selected soil samples") would be analyzed.

LOS



**KAPREALIAN ENGINEERING
INCORPORATED**

Thomas Seelinger

Geologist

2401 Stanwell Drive, Suite 400

Concord, California 94520

Tel: 510.602.5103

Fax: 510.687.0602



2-6-95

4191 First St., Pleasanton



**Alameda County Department of Environmental Health
Hazardous Materials Division**

80 Swan Way, Rm. 200, Oakland, CA 94621
Ph: 510-271-4320 FAX: 510-569-4757

Meeting Attendees

Subject UNOCAL STATION # 7376

Date

Location 4191 First St., Pleasanton

	<u>Name</u>	<u>Affiliation</u>	<u>Phone # / FAX #</u>
1	<u>Scott SEERY</u>	<u>ACDEH - LOT</u>	<u>510-967-6783 / 510-337-9335</u>
2	<u>Dennis Beach</u>	<u>" "</u>	<u>67821</u>
3	<u>Edgar Howell</u>	<u>ACDEH - EPD</u>	<u>576 700 /</u>
4	<u>Amy Leech</u>	<u>ACDEH - EPD</u>	<u>567-6755 /</u>
5	<u>William Halvorsen</u>	<u>City of Pleasanton - Fire Dept.</u>	<u>510-484-8114 / 510-484-8178</u>
6	<u>MIKE WHELAN</u>	<u>ARCO PRODUCTS Co.</u>	<u>415/571-2449 / 415/571-2410</u>
7	<u>Beth Dorris</u>	<u>ARCO</u>	<u>213 4862484 / 213 486 0930</u>
8	<u>BOB BOUST</u>	<u>UNOCAL</u>	<u>510 277-2334 / 510 277 2309</u>
9	<u>John Kaiser</u>	<u>SF-RWQCB / State of California</u>	<u>(510) 286-0803 / (510) 286-1380</u>
10	<u>Eric Jensen</u>	<u>Alameda Co DA</u>	<u>567-9281 / 567-0565</u>
11	<u> </u>	<u> </u>	<u> /</u>
12	<u> </u>	<u> </u>	<u> /</u>
13	<u> </u>	<u> </u>	<u> /</u>
14	<u> </u>	<u> </u>	<u> /</u>
15	<u> </u>	<u> </u>	<u> /</u>
16	<u> </u>	<u> </u>	<u> /</u>
17	<u> </u>	<u> </u>	<u> /</u>

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

DAVID J. KEARS, Agency Director



RAFAT A. SHAHID, Assistant Agency Director

STID 5017

ALAMEDA COUNTY CC4530
ENVIRONMENTAL PROTECTION DIVISION
1131 HARBOR BAY PKWY., #250
ALAMEDA CA 94502-6577

January 24, 1995

Bob Boust
Unocal Corporation
2000 Crow Canyon Pl., Ste. 200
San Ramon, CA 94583

Michael Whelan
ARCO Products Company
P.O. Box 5811
San Mateo, CA 94402

Harry O. Armour, an individual, and
dba Armour Oil Company, O.B. Armour Company, and
Successor Corporations
P.O. Box 85302
San Diego, CA 92186

Balboa Associates
P.O. Box 85302
San Diego, CA 92186

RE: UNOCAL STATION #7376, ARMOUR OIL STATION #188, ARCO STATION
#90756, 4191 FIRST STREET, ALAMEDA COUNTY, CALIFORNIA

Dear Messrs. Boust, Whelan, and Armour:

Today a Pre-Enforcement Review Panel (PERP) convened to discuss the current status of responsible party and environmental issues associated with the referenced site. Representatives from the San Francisco Bay Regional Water Quality Control Board (RWQCB), Alameda County District Attorney's Office, and the Alameda County Environmental Health Department, Environmental Protection Division, were in attendance. Also in attendance was Ms. Beth Dorris, ARCO legal council, and Mr. William Halvorsen, Pleasanton Fire Department. Absent was a representative of the former property and tank owner, Armour Oil Company and successor corporations.

As discussed, the Review Panel have agreed to allow the record to remain open for an additional period of 45 days to provide time for all parties to submit supplemental information for consideration before a final decision is rendered, or the filling of a formal action. Specifically requested is information elucidating the current business status, corporate structure, and economic standing of Armour Oil Company, all successor corporations, and principles of same.

Messrs. Boust, Whelan, and Armour
RE: 4191 First Street, Pleasanton
January 24, 1995
Page 2 of 2

Therefore, the record will remain open until the close of business on Friday, March 10, 1995.

Additionally, the parties are requested to rigorously continue implementation of steps associated with the replacement of damaged well MW-2, and further site assessment.

Please contact this office should you have any questions. I may be reached at 510/567-6783.

Sincerely,



Scott O. Seery, CHMM
Senior Hazardous Materials Specialist

cc: Rafat A. Shahid, Assistant Agency Director
Gil Jensen, Alameda County District Attorney's Office
Tom Peacock, ACDEH
John Kaiser, RWQCB
William Halvorsen, Pleasanton Fire Department
Beth S. Dorris, ARCO Legal, P.O. Box 2570
Los Angeles, CA 90051-0570

COM No.	REMOTE STATION	START TIME	DURATION	PAGES	RESULT	USER ID	REMARKS
138	12134860930	12-20 16:39	01'02	02/02	OK		

7499402045

Alameda County Health Care Services Agency,
Department of Environmental Health,
Division of Environmental Protection

In Re The Properties Known As:)
)
)
Unocal Station #3771)
Armour Oil Station #188)
ARCO Station #90756)
4191 First Street)
Pleasanton, CA)

Notice of
Pre-Enforcement
Review Panel

Post-It™ brand fax transmittal memo 7671		# of pages	2
To	Beth Dennis	From	SEAT SEERY
Co.	ARCO Products	Co.	ALBERT
Dept.		Phone #	510/567-6783
Fax #	213-486-0930	Fax #	

Notice is hereby given that upon the motion of the Alameda County Environmental Protection Division, and the San Francisco Bay Regional Water Quality Control Board a further hearing of the **Review Panel** will convene on January 24, 1995 at 10:30 a.m. in the offices of the Alameda County Hazardous Materials Division, located at 1131 Harbor Bay Parkway, Room 250, Alameda, CA 94502. This further hearing of the **Review Panel** will reconvene for the purpose of determining responsible parties as well as appropriate closure, site assessment, clean-up and mitigation of contamination at the above locations.

Information and supporting documents which substantially illustrate the contractual relationship between ARCO Products and Armour Oil Companies, the specific levels of control and operation of the subject station by each, as well as documents which clearly identify the current corporate status of Armour Oil Company and successor corporations, must be presented to the Panel.

The Alameda County Environmental Protection Division, and the San Francisco Bay Regional Water Quality Control Board have named and served notice of this **Review Panel** on the following persons or entities as having proposed responsibility for closure, site assessment, clean-up and mitigation of contamination at the above locations.

Armour indep dependent dealer
Arco supplier

45 days

- PMPA "governs" these contracts

DA's office does not agree with ARCO's
standing that ~~PMPA~~ - issue was referred
during lawsuit with no concession

- Requests Unocal / ARCO assist in tracking
down Armour Oil

o ARCO oil states no relationship / ^{control} beyond
supplying fuel and have termination
clauses

J. Kaiser "Did Arco ever assume control of USTs to
enable delivery of fuel?"

ideas

Armour Oil

Unocal post sale responsibilities

- Armour removed
- Unocal installed

- because Armour was in contact w/ RWQCB
Unocal "assumed" Armour was handling case



Legal
1055 West Seventh Street
Post Office Box 2570
Los Angeles, California 90051-0570
Telephone 213 486 2435

Beth S. Dorris
Senior Attorney

January 23, 1995

Scott O. Seery, CHMM
Senior Hazardous Materials Specialist
Department of Environmental Health
Hazardous Materials Division
80 Swan Way, Rm. 200
Oakland, CA 94621

Re: Unocal Station 3771, 4191 First Street, Pleasanton

Dear Mr. Seery:

This letter contains the information requested in your letter dated November 11, 1994 to Michael Whelan of ARCO. Pursuant to your suggestion in our earlier phone conversation, we are providing this information at the January 24 Review Panel Hearing, rather than in a prior mailing.

ARCO never had any ownership interest in the site, nor any responsibility for or control over operation of the gasoline service station on the site. ARCO's records show that that station was operated by Armour Oil Company, an independent dealer, between October 1983 and December 1987.¹ Armour Oil Company received product supply during this period under a franchise supply contract with ARCO Products Company (the "Contract"). A copy of the Contract is enclosed. The terms of the Contract is strictly governed by the Petroleum Marketing Practices Act, 15 USC § 2801 et seq. (the "PMPA").

Under the Contract, Armour Oil owned or leased from a third party the real property and improvements at this location. ARCO had no proprietary interest in these assets nor did ARCO own, operate or in any way control the underground storage tank system ("UST"). The independent dealer had sole responsibility for maintaining and monitoring the UST. The independent dealer also had sole responsibility for complying with all laws and regulations, including those pertaining to water and air pollution, vapor recovery, inventory control, leak detection, handling, use, storage and sale. In fact, neither the PMPA nor the Contract gave ARCO the right, let alone the obligation, to enter the site to monitor for leaks or to make any repairs or replacements to the UST. Only the dealer could do so.

Moreover, under the Contract's express terms, ARCO was related to Armour Oil only as a franchisor and supplier. Armour Oil, as a contract dealer, did not function as ARCO's agent. See Paragraph 23 of the Contract; Cislaw v. Southland Corp., 4 Cal. App. 4th 1284, 6 Cal. Rptr. 2d 386 (1992) (holding that selling the oil company's products and displaying its signs do not create an agency relationship).

Federal courts generally have jurisdiction over such contracts due to the PMPA. They regularly hold that a franchisor cannot be held liable for the contract dealer's failure to comply with environmental laws or the retailer's negligence. See, e.g., General Electric Co., 962 F.2d 281; Amoco Oil Co. v. EPA, 543 F.2d 270, 275 (D.C. Cir. 1976); Amoco Oil Co. v. U.S., 450 F. Supp. 195 (W.D. Mo. 1978).

¹ ARCO's initial response, indicating the supply period began in 1984, was based on a summary report with a typo. Documents supporting the earlier October 1983 date referenced in this letter are enclosed.

The State Water Resources Control Board has concurred. It has refused to find suppliers and distributors of gasoline liable as responsible parties. In the enclosed document entitled "State Board Orders: Who Should be Named in Ground Water Cleanup Orders," the State Board advises:

"There must be a reasonable basis for naming a responsible party (i.e., substantial evidence). It is inappropriate to name persons who are only remotely related to the suppliers and distributors of gasoline."

See also WQ 85-7.

In addition to the Contract, you have asked for copies of any operations manual or other, similar procedural guidelines issued during the Contract period. ARCO did not publish a manual which could be enforced outside of the Contract or the PMPA; the Contract and PMPA contained all rights and obligations relevant to the issue of control. For your general information, however, we have enclosed a copy of a guidance document sharing information on leaking underground tanks that ARCO provided to Contract Dealers.² We also have enclosed some informative letters on regulatory developments that ARCO provided its contract dealers during this time period.

You also have asked whether ARCO allowed its credit card to be used at the site. During the period in question, ARCO did not have a credit card system; it had been discontinued.

If you have any questions about the enclosed materials, please do not hesitate to call me at (213) 486-2435.

Very truly yours,



Beth S. Dorris

Enclosures

² You may note that, in the Summary Section, the contract dealer is specifically instructed to have the necessary repairs made immediately. This lies in sharp contrast to the procedure ARCO outlines in a similar pamphlet for its regular retailers who lease stations owned by ARCO and who are not independent contractors. The pamphlet addressed to such lessee dealers instructs them not to make the repairs themselves, but to call ARCO maintenance to have ARCO make the repairs.

**STATE BOARD ORDERS: WHO SHOULD BE NAMED IN
GROUND WATER CLEANUP ORDERS**

Summary of Principles

- In general, name all persons who have caused or permitted a discharge (Orders Nos. WQ 85-7 and 86-16).
- "Discharge" is to be construed broadly to include both active discharges and continuing discharges (Order No. WQ 86-2).
- There must be reasonable basis for naming a responsible party (i.e., substantial evidence). It is inappropriate to name persons who are only remotely related to the problem such as suppliers and distributors of gasoline (WQ 85-7, 86-16, 87-1, 89-13, and 90-2).
- Persons who are in current possession, ownership or control of the property should be named, including current landowners and lessees (numerous orders, including WQ 84-6, 86-11, 86-18, 89-1, 89-8, 89-13 and 90-3). Lessees/sublessors may be responsible (WQ 86-15).
- Generally, Regional Water Boards should not try to apportion responsibility between parties (WQ 86-2 and 88-2).
- However, in some cases, current landowners should only be named as secondarily liable. Factors: landowner did not cause or know of actual discharge; tenant, lessee or prior owner is responsible; cleanup is proceeding; and lease is long-term (WQ 86-11, 86-18, 87-6, and 92-13). Secondary responsibility is also appropriate where landowner is trustee-type governmental agency such as Forest Service (WQ 87-5).
- Prior landowners and lessees should be named if they owned or were in possession of the site at the time of discharge, had knowledge of the activities which resulted in the discharge, and had the legal ability to prevent the discharge (numerous orders, including WQ 85-7, 86-15, 91-7 and 92-13). Narrow exceptions based on such factors as: site owned or leased for short time, person did not cause actual discharge, are other responsible parties, person did not use property, no or minimal knowledge of problem (WQ 92-4 and 92-13).
- Government agencies may be named (WQ 88-2, 89-12, and 90-3).
- Corporations should be named even where a dissolved corporation (WQ 89-14) or a successor in interest (WQ 89-8).

of 6

This Agreement is made as of the 17th day of October, 19 83, between ARCO Petroleum Products Company (a division of Atlantic Richfield Company incorporated in Pennsylvania) with an office at 400 South El Camino Real, San Mateo, California 94402-0811 hereinafter referred to as "ARCO", and Armour Oil Company #1 hereinafter referred to as "Buyer" with delivery premises at 4191 1st Street, Pleasanton, California 94566 (herein called "premises").

WITNESSETH:

With respect to such petroleum product motor fuels comprising gasolines and gasoline containing materials (herein called "Product") as Buyer may purchase and receive from ARCO and ARCO may sell and deliver to Buyer hereunder during the term hereof, it is agreed that the following terms and conditions shall apply:

Term

1. This Agreement shall commence at 10:00 a.m. on the 17th day of October, 19 83, and shall terminate at 10:00 on the 16th day of October, 19 84. Notwithstanding the foregoing, in the event of the expiration or termination of Buyer's right of possession of the premises to which delivery of Product hereunder is to be made before the end of the term hereof, this Agreement shall automatically terminate concurrently with the expiration or termination of Buyer's right of possession of the premises.

Delivery

2. ARCO agrees to deliver Product sold hereunder to Buyer's premises by such method of delivery, and in such minimum quantities per single delivery, as ARCO shall elect. Buyer agrees that, at all times during the term hereof, Buyer will have available on said premises storage facilities into which said Product may be delivered which shall conform with all laws and governmental regulations and which shall be in such capacity as to be able to receive such quantities of Product as ARCO shall prescribe as minimum deliverable quantities.

Quantity

3. During the term hereof, ARCO agrees to sell and deliver to Buyer for resale from said premises, and Buyer agrees to purchase and receive from ARCO the minimum monthly quantity and minimum quarterly quantity of ARCO's Product as set forth below:

Quarterly Period 1

	Minimum	Maximum
January	<u>129,500</u>	<u>185,000</u>
February	<u>129,500</u>	<u>185,000</u>
March	<u>129,500</u>	<u>185,000</u>

Total quarterly minimum 388,500 gallons

Quarterly Period 2

	Minimum	Maximum
April	<u>129,500</u>	<u>185,000</u>
May	<u>129,500</u>	<u>185,000</u>
June	<u>129,500</u>	<u>185,000</u>

Total quarterly minimum 388,500 gallons

Quarterly Period 3

	Minimum	Maximum
July	<u>129,500</u>	<u>185,000</u>
August	<u>129,500</u>	<u>185,000</u>
September	<u>129,500</u>	<u>185,000</u>

Total quarterly minimum 388,500 gallons

Quarterly Period 4

	Minimum	Maximum
October	<u>129,500</u>	<u>185,000</u>
November	<u>129,500</u>	<u>185,000</u>
December	<u>129,500</u>	<u>185,000</u>

Total quarterly minimum 388,500 gallons

Total annual minimum 1,554,000 gallons

"Quarterly period" used herein shall mean calendar quarters beginning on the first day of the first, fourth, seventh and tenth months of the calendar year.

During the term hereof, at **ARCO's** option, **ARCO** shall sell to **Buyer**, up to the maximum monthly quantities set forth above when requested by **Buyer** and, when, in its sole discretion, **ARCO** determines said quantities are available. If **Buyer** requests deliveries of Product in excess of the maximum quantities which **ARCO** is obligated to sell as set forth above, **ARCO** may elect to accept such requests where, in its sole discretion, **ARCO** determines said additional quantities are available. Any sale of Product in excess of the quantities specified herein shall be subject to the terms and conditions of sale set forth herein. No such sale of excess quantities shall constitute a waiver of the maximum quantity provisions set forth above. For any part of the term hereof covering less than a full calendar month, the parties' respective rights and obligations hereunder to purchase and sell specified volumes of Product shall bear the same proportion as that portion of the month bears to a full thirty-day month.

Volumes provided herein are further subject to the terms and conditions of Paragraphs 9 and 13 hereof.

- Prices** 4. **Buyer** shall pay for Product sold and delivered hereunder at the prices, established for such Product from time to time by **ARCO** for purchasers in the same classification as **Buyer**, in effect at the time and place of delivery to **Buyer**. Prices shall be subject to change at any time, at the election of **ARCO**, without notice.
- Taxes** 5. Any tax, excise, fee or other charge or any increase in any such tax, excise, fee or charge now or hereafter imposed by law upon the Product sold and delivered to **Buyer** hereunder or on the production, manufacture, storage, consumption, sale, use, transfer, transportation, delivery, or other handling thereof, or on this Agreement, which **ARCO** is required to pay or collect, shall be added to the price herein stated, and paid by **Buyer**.
- Payment** 6. **Buyer** shall pay **ARCO** at the time of delivery for all Product delivered hereunder unless otherwise mutually agreed upon from time to time. No allowance of credit by **ARCO** shall prevent **ARCO** from terminating the extension of credit and requiring at any time, at **ARCO's** election, payment at the time of delivery. Title to and risk of loss for such Product shall pass to **Buyer** at the time Product passes from **ARCO's** delivery equipment to **Buyer's** storage equipment. Should **Buyer** fail to make payment when due, **ARCO** may discontinue deliveries hereunder until payment is made. Should such failure continue for a period of five (5) days after demand, **ARCO** may, at its option, terminate this Agreement. All claims of **Buyer** with respect to the quality or quantity of any Product sold and delivered hereunder or the prices therefor payable or paid shall be deemed waived and forever barred unless **Buyer** notifies **ARCO** in writing of the nature and detail of the claim within thirty (30) days after delivery to **Buyer**.
- Credit Card Privilege** 7. **Buyer** may take part in **Atlantic Richfield's** credit card program and **Atlantic Richfield** agrees to accept credit card charge tickets, representing authorized credit card sales made at **Buyer's** premises, and presented by **Buyer** to **Atlantic Richfield** subject to **Atlantic Richfield's** terms and conditions in effect on the date authorized products or services are purchased by credit card holders. The privilege of taking part in **Atlantic Richfield's** credit card program will continue until terminated by either party giving to the other not less than forty-eight (48) hours prior written notice thereof. Any such termination shall not otherwise affect any other provision of this Agreement.
- Trademarks** 8. **Buyer** may display **Atlantic Richfield Company's** trademarks, trade names, advertising, signs, devices, symbols, slogans and other trade indicia (all of which are hereinafter collectively referred to as "marks") adopted and used by **Atlantic Richfield** in its business related to Product, provided that all marks are displayed in the manner as specified by **Atlantic Richfield**. **Atlantic Richfield** reserves the right without prior notice to **Buyer**, to change, alter, or modify any of its marks. **Buyer** agrees that it will not: adulterate, mislabel or misbrand Product or commit other trademark violations; contaminate Product; add any ingredient to Product without **Atlantic Richfield's** prior written consent; use any mark except in connection with genuine **Atlantic Richfield** Product; claim any right title or interest in or to said marks; directly or indirectly deny or assail or assist in denying or assailing the sole and exclusive ownership of **Atlantic Richfield** in and to the marks; adopt as its own property or use any trademarks, trade names, advertising, signs, devices, symbols, slogans or

other trade indicia resemblingly similar with any marks of Atlantic Richfield. If Buyer ceases to offer for sale genuine Atlantic Richfield Product or if this Agreement is terminated, Buyer shall discontinue the use of all marks in any manner whatsoever employed by Buyer including but not by way of limitation the use of marks on any and all pumps, containers and other storage and distribution equipment, forms of advertising, stationery and invoices; promptly return to Atlantic Richfield all signs, advertising and indicia owned by Atlantic Richfield; and effectively eliminate any other use of any marks and correct all trade directory and telephone book listings to remove all reference to marks.

Allocation

9. Buyer hereby enters into this Agreement with the understanding and agreement that ARCO's obligation to sell and deliver Product hereunder is subject to modification and reduction in accordance with any program governing the allocation of Product by ARCO which may be in effect on the date hereof and any allocation program hereafter adopted by ARCO or imposed by governmental law or regulation at any time during the term hereof.

Unleaded Regulations

10. a) ARCO agrees that all unleaded gasoline, as defined in regulations promulgated by the Environmental Protection Agency (hereinafter referred to as the "Regulations") sold to Buyer by ARCO shall, at the point of delivery to Buyer, meet the specifications for lead and phosphorus as required by the Regulations.

b) Buyer agrees that it will not cause or allow unleaded gasoline purchased from ARCO to be contaminated in any manner that will violate the lead and phosphorus specifications of the Regulations.

c) Buyer agrees that ARCO, or its authorized representative, shall have the right to take samples of said unleaded gasoline and conduct or arrange for tests to determine compliance with said Regulations. If the unleaded gasoline exceeds the lead or phosphorus specifications of the Regulations, Buyer agrees that it will not sell such product as unleaded gasoline until such product meets the lead and phosphorus specifications of the Regulations.

Product Hazards

11. Buyer acknowledges that it is aware of hazards or risks in handling, storage, use and transportation of Product. Buyer will inform its employees, agents and contractors of any Product hazards or risks.

Tetraethyl Lead Regulations

12. Buyer shall sell any tetraethyl lead treated gasoline purchased under this Agreement in accordance with the rules and regulations now or hereafter issued by ARCO's suppliers of tetraethyl lead, United States Public Health Service or any governmental agency having jurisdiction thereof.

Excused Performance

13. Buyer shall not be obligated to order or accept deliveries if unable to operate Buyer's business by reason of fire, flood, war, civil commotions, strikes, blockades, or other causes beyond Buyer's control. ARCO shall not be responsible for any loss or damage resulting from any delay or failure in delivery due to fire, flood, storms, earthquake, tidal waves, war, military operations, national emergency, civil commotion, strikes or other differences with workers or unions, or from any delay or failure in delivery when the supplies of ARCO, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to ARCO, are impaired by causes beyond ARCO's control, or by failure or shortage of raw materials necessary to the manufacture of the Product to be supplied hereunder, or by the order, requisition or request of any governmental agency or acting governmental authority or ARCO's compliance therewith or by governmental proration or regulation, or from any other delay or failure due to any causes beyond ARCO's control, similar or dissimilar to any such causes. In the event of any of the aforementioned contingencies, ARCO may allocate its available supply of Product among its customers or itself in such manner and at such time as it may at its sole discretion determine. During the continuance of any such contingency, the obligations of ARCO and Buyer shall be suspended and proportionately abated.

Notices

14. Any notice required or permitted by or pertaining to this Agreement shall be in writing and, if to Buyer, shall be addressed to Buyer at the premises and, if to ARCO, to the address specified in the first paragraph of this Agreement. Any such notice shall be sent by prepaid, certified or registered mail and shall be deemed to have been delivered, whether or not received, on the third business day after the date of mailing. In lieu of such mailing, such notice may be personally served upon Buyer.

Default

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15. Without in any way limiting the definition of a default under this Agreement, the occurrence of any of the following events shall constitute a default except where prohibited by law: (a) **Buyer** shall fail to pay any sums due **ARCO**, including sums due for Product in accordance with the terms of this Agreement; (b) **Buyer** shall fail to order and accept in any monthly period the "Total Monthly Minimum" quantity as set forth in the quantity provision of this agreement; (c) **Buyer** shall fail to order and accept in any quarterly period the "Total Quarterly Minimum" quantity as set forth in the quantity provision of this Agreement and shall fail to correct such default as set forth in paragraph 16; (d) willful adulteration, mislabeling, or mishandling of Product or other trademark violations by **Buyer**, or contamination of Product by **Buyer**; or addition to Product by **Buyer** of any ingredient without **ARCO's** prior written consent; (e) **Buyer** shall become or be adjudicated insolvent or bankrupt, or a receiver or trustee shall be appointed for **Buyer** or its property or a petition for reorganization or arrangement under any bankruptcy or insolvency law shall be approved, or an assignment shall be made for the benefit of **Buyer's** creditors, or **Buyer** shall file a voluntary petition in bankruptcy or a petition or answer seeking to take advantage of any insolvency or bankruptcy law or shall otherwise admit insolvency or bankruptcy or shall consent to the appointment of a receiver or trustee; (f) fraud or criminal misconduct by **Buyer** relevant to the operation of the premises to which delivery of Product is made or conviction of **Buyer** of any felony involving moral turpitude; (g) knowing failure of **Buyer** to comply with federal, state or local laws or regulations relevant to the operation of the premises to which delivery of Product is made.

Termination

16. In the event that **Buyer** fails to purchase the "Total Quarterly Minimum" quantity as set forth in the quantity provisions of this Agreement and fails, after receipt of written notice of such failure, to purchase that quarterly minimum quantity in addition to the "Total Monthly Minimum" quantity for the next succeeding month by the last day of the next succeeding month following the quarter in which such failure occurred, **ARCO** may terminate this Agreement by written notice to **Buyer**.

In addition to any other rights **ARCO** may have at law or in equity, for a default described at 15a, **ARCO** shall have the right to terminate this Agreement by giving **Buyer** not less than five (5) days prior written notice of termination.

In addition to any other rights **ARCO** may have at law or in equity, for defaults described at 15c, 15d, 15e, 15f, or 15g, **ARCO** shall have the right to terminate this Agreement.

In the event of breach by either party of any of the other terms of this Agreement and failure to correct the same within fifteen (15) days after written notice thereof, the other party hereto may terminate this Agreement by written notice to the defaulting party.

**Leak
Prevention
And
Detection**

17. **Buyer** agrees that with respect to all underground storage tanks and related equipment located on the premises, **Buyer** shall do the following: (a) Have and maintain properly calibrated tank sticking device. (b) Gauge tanks daily for inventory loss and weekly for any water gain. (c) Verify inventory daily with stick readings to the nearest 1/8", by meter readings and a reconciliation of opening and closing inventory levels. If a variation exists, **Buyer** shall immediately investigate to determine the tightness of the product storage and supply system and make all necessary repairs and replacements prior to placing the equipment back into service. **Buyer** agrees to maintain on the premises records of such daily inventory verification for a period of not less than twelve months. (d) Keep fill caps tight. (e) Keep fill boxes free of dirt, ice and snow. (f) Immediately remove any water in excess of one inch (1") in any product storage tank. (g) Immediately investigate any leak detector activation and if a leak exists, make all necessary repairs and replacements of the faulty product piping. **Buyer** covenants and agrees to indemnify, hold harmless and defend **ARCO** from and against all claims, losses and damages for personal injury or death or damage to property, cleanup costs and fines not caused by **ARCO's** negligence. In addition, **Buyer's** failure to comply with the provisions hereof concerning underground storage tanks and related equipment shall constitute grounds for termination of the Agreement.

Assignment

18. This Agreement, and any amendment or supplements thereto, shall not be assignable by **Buyer**, either voluntarily in whole or in part, including by incorporation or by operation of law, and shall not become an asset in any bankruptcy, estate, receivership or guardianship proceedings.

19. **Buyer** hereby acknowledges execution hereof without reliance upon any representations, warranties, promises or assurances other than those contained herein. It is further understood and agreed that there are no other agreements, written or oral, by and between the parties hereto whereby **ARCO** agrees to sell to **Buyer** or **Buyer** agrees to purchase from **ARCO** any Product to be delivered to the premises referred to herein for resale therefrom. This Agreement may not be modified or amended except by written instrument executed by both parties.

Market Withdrawal

20. In addition to any other rights of termination that **ARCO** may have at law or in equity, pursuant to the provisions of the Petroleum Marketing Practices Act, 15 U.S.C. §2801 *et seq.*, as may be amended from time to time, **ARCO** shall have the right to terminate this Agreement, upon giving not less than one hundred eighty (180) days prior written notice, in the event that **ARCO** makes a determination, in good faith and in the normal course of business, to withdraw from the marketing of motor fuel through retail outlets in the relevant geographic market area in which the premises are located.

General Provisions

21. A waiver of any default hereunder shall not be deemed a continuing waiver, or a waiver of any subsequent default, whether of the same or of a different provision of this Agreement.

Notwithstanding any other provision of this Agreement, upon not less than fifteen (15) days prior written notice to **Buyer**, **ARCO**, in its sole discretion, shall have the right to discontinue the manufacture or sale of any Product. In such event, this Agreement shall terminate as to any Product so discontinued, but shall remain effective for all other purposes.

Buyer shall comply with all applicable governmental laws and regulations and **Buyer** shall secure all necessary licenses and permits and all renewals thereof, now or hereafter necessary, in connection with the possession and use of the equipment and other property and the conduct of business on the premises, and shall pay all taxes, imposts and charges imposed by any governmental authority incident thereto or arising therefrom. **Buyer** shall provide **ARCO** promptly with the written consents to this Agreement of the owner and of all holders of liens secured by said premises, confirming **ARCO's** title to and right of removal of the equipment and other property provided or loaned by **ARCO** and, in the event of any subsequent sale of the premises or subsequent entry of a lien, shall provide **ARCO** with similar consents from such subsequent owners or lien holders.

Buyer agrees that it shall at all times operate the premises to which delivery of Product is made in strict accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including, without limiting the foregoing, all such laws, ordinances, rules and regulations pertaining to water and air pollution, hazardous waste handling, vapor recovery and vapor recovery equipment, inventory control and leak detection, handling, use, storage, sale and distribution of gasolines, including leaded and unleaded gasolines and other flammable liquids. **Buyer** represents and warrants that as of the date hereof, **Buyer** is in compliance with all leases, contracts and agreements affecting the premises and **Buyer's** use and possession of the premises.

Buyer further agrees to comply with the lawful directives and orders of public officials administering such laws and ordinances, including, without limiting the foregoing, directives and orders pertaining to the use of or the business conducted at the premises to which delivery of Product is made and the display of advertising, sales promotion and other point of purchase materials.

In the event that **ARCO** becomes liable for payment of any charges or fines arising out of **Buyer's** noncompliance with any governmental laws or regulations or **Buyer's** failure to secure any necessary licenses or permits or renewals thereof, now or hereafter necessary, in connection with the possession and use of the equipment and other property or the conduct of business on the premises or **Buyer's** failure to pay any taxes, imposts or charges imposed by any governmental authority, **ARCO** shall have the right to charge **Buyer** the amount of any such charge or fine paid by **ARCO**.

Signs, Sign Poles And Graphics

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22. ARCO, reserving the right of addition, change and substitution, may lend to Buyer signs, sign poles and graphics that are or shall be owned by ARCO and installed at the above premises. All signs, sign poles and graphics shall remain the property of ARCO and removable at any time by ARCO as trade fixtures, but Buyer shall not remove or permit to be removed from the place of installation. ARCO shall be responsible for maintaining the signs, sign poles and graphics but the Buyer shall be responsible for damage or loss to the signs, sign poles and graphics.

Upon termination or non-renewal of this Agreement for any reason, ARCO shall have the right and Buyer shall permit ARCO to enter upon the premises, with or without legal process, and remove all or any of ARCO's property at the premises.

At its election, ARCO may keep its property in place for a reasonable time after termination or non-renewal of this Agreement to negotiate for its sale or other disposition.

Relationship of Parties

23. Neither Buyer nor any of its employees shall hold itself out at any time as an agent, representative, partner, joint venturer or employee of ARCO. Buyer shall have no authority, right or power to, and shall not bind nor obligate ARCO in any way, manner or thing whatsoever, nor shall Buyer represent that it has any right or power to do so. Buyer shall undertake all obligations herein described as an independent contractor and shall exercise and be responsible for the exclusive control of the premises and all activities conducted therein and therefrom. Buyer shall conduct all business in all Product purchased from ARCO in Buyer's name, conspicuously displaying Buyer's name on the premises as owner and/or operator of the premises.

Prior Agreements

24. This Agreement automatically supersedes and terminates, as of the effective date hereof, any and all other contracts, agreements or understandings, written or oral, between the parties, covering sale and delivery of Product to Buyer at the premises for resale therefrom.

Buyer acknowledges having read this Agreement and fully understanding all of the terms, provisions and conditions hereof.

This Agreement is not binding until executed by Buyer and by an authorized officer or manager of ARCO.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Buyer: Armour Oil Company #1
Henry O. Armour By: Roger L. Nelson
Date 10/17/83
ARCO Petroleum Products Company
Division of AtlanticRichfieldCompany

Title: Manager, Contract Dealer Acquisitions

Consent and Confirmation

Each of the undersigned, as owner, part owner, mortgagee, or lien holder, for himself, his legal representatives, successor and assigns, in consideration of the installation or continuance in place of signs, sign poles and graphics covered by the foregoing agreement, hereby consents thereto and agrees to be bound by the terms and conditions thereof with respect to installation, removal, substitution, maintenance or disposition, and hereby waives all right to hold, distrain, mortgage, claim or levy upon any of such signs, sign poles and graphics or any part thereof.

WITNESS our signatures this _____ day of _____, 19____.

Witness: _____ Party in interest to property: _____

Atlantic Richfield Company

400 South El Camino Real

San Mateo, California 94402-0811

ATTENTION: L. D. Murphy

I have received and read Atlantic Richfield Company's
booklet A Statement to Our Dealers on Resale Prices.
I understand that I am free to establish whatever resale
prices I feel appropriate.

Dealer Signature

Larry J. Brown 10/17/83

Print Dealer Name

Armour Oil Company, SS# 90756

Station Address

4191 1st Street

Pleasanton, California 94566

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This Agreement is made as of the 12th day of October, 19 84, between **ARCO Petroleum Products Company** (a division of Atlantic Richfield Company-incorporated in Pennsylvania) with an office at 2000 Alameda de las Pulgas, San Mateo, CA 94403

Aug 3

hereinafter referred to as "**ARCO**", and **ARMOUR OIL COMPANY #1** hereinafter referred to as "**Buyer**" with delivery premises at 4191 1st Street, Pleasanton, CA 94566 (herein called "premises").

WITNESSETH:

With respect to such petroleum product motor fuels comprising gasolines and gasoline containing materials (herein called "Product") as **Buyer** may purchase and receive from **ARCO** and **ARCO** may sell and deliver to **Buyer** hereunder during the term hereof, it is agreed that the following terms and conditions shall apply:

Term

1. This Agreement shall commence at 10:00 a.m. on the 16th day of October, 19 84, and shall terminate at 10:00 a.m. on the 1st day of November, 19 87. Notwithstanding the foregoing, in the event of the expiration or termination of **Buyer's** right of possession of the premises to which delivery of Product hereunder is to be made before the end of the term hereof, this Agreement shall automatically terminate concurrently with the expiration or termination of **Buyer's** right of possession of the premises.

Delivery

2. **ARCO** agrees to deliver Product sold hereunder to **Buyer's** premises by such method of delivery, and in such minimum quantities per single delivery, as **ARCO** shall elect. **Buyer** agrees that, at all times during the term hereof, **Buyer** will have available on said premises storage facilities into which said Product may be delivered which shall conform with all laws and governmental regulations and which shall be in such capacity as to be able to receive such quantities of Product as **ARCO** shall prescribe as minimum deliverable quantities.

Quantity

3. During the term hereof, **ARCO** agrees to sell and deliver to **Buyer** for resale from said premises, and **Buyer** agrees to purchase and receive from **ARCO** the minimum monthly quantity and minimum quarterly quantity of **ARCO's** Product as set forth below:

Quarterly Period 1			Quarterly Period 2		
	Minimum	Maximum		Minimum	Maximum
January	152,682	218,116	April	142,278	203,253
February	158,210	226,013	May	129,500	185,000
March	171,372	244,816	June	129,500	185,000
Total quarterly minimum	482,264	gallons	Total quarterly minimum	401,278	gallons
Quarterly Period 3			Quarterly Period 4		
	Minimum	Maximum		Minimum	Maximum
July	129,500	185,000	October	36,247	51,781
August	129,500	185,000	November	159,301	227,572
September	129,500	185,000	December	159,852	227,522
Total quarterly minimum	388,500	gallons	Total quarterly minimum	355,401	gallons
			Total annual minimum	1,627,443	gallons

"Quarterly period" used herein shall mean calendar quarters beginning on the first day of the first, fourth, seventh and tenth months of the calendar year.

During the term hereof, at **ARCO's** option, **ARCO** shall sell to **Buyer**, up to the maximum monthly quantities set forth above when requested by **Buyer** and, when, in its sole discretion, **ARCO** determines said quantities are available. If **Buyer** requests deliveries of Product in excess of the maximum quantities which **ARCO** is obligated to sell as set forth above, **ARCO** may elect to accept such requests where, in its sole discretion, **ARCO** determines said additional quantities are available. Any sale of Product in excess of the quantities specified herein shall be subject to the terms and conditions of sale set forth herein. No such sale of excess quantities shall constitute a waiver of the maximum quantity provisions set forth above. For any part of the term hereof covering less than a full calendar month, the parties' respective rights and obligations hereunder to purchase and sell specified volumes of Product shall bear the same proportion as that portion of the month bears to a full thirty-day month.

Volumes provided herein are further subject to the terms and conditions of Paragraphs 9 and 13 hereof.

Prices

4. **Buyer** shall pay for Product sold and delivered hereunder at the prices, established for such Product from time to time by **ARCO** for purchasers in the same classification as **Buyer**, in effect at the time and place of delivery to **Buyer**. Prices shall be subject to change at any time, at the election of **ARCO**, without notice.

Taxes

5. Any tax, excise, fee or other charge or any increase in any such tax, excise, fee or charge now or hereafter imposed by law upon the Product sold and delivered to **Buyer** hereunder or on the production, manufacture, storage, consumption, sale, use, transfer, transportation, delivery, or other handling thereof, or on this Agreement, which **ARCO** is required to pay or collect, shall be added to the price herein stated, and paid by **Buyer**.

Payment

6. **Buyer** shall pay **ARCO** at the time of delivery for all Product delivered hereunder unless otherwise mutually agreed upon from time to time. No allowance of credit by **ARCO** shall prevent **ARCO** from terminating the extension of credit and requiring at any time, at **ARCO's** election, payment at the time of delivery. Title to and risk of loss for such Product shall pass to **Buyer** at the time Product passes from **ARCO's** delivery equipment to **Buyer's** storage equipment. Should **Buyer** fail to make payment when due, **ARCO** may discontinue deliveries hereunder until payment is made. Should such failure continue for a period of five (5) days after demand, **ARCO** may, at its option, terminate this Agreement. All claims of **Buyer** with respect to the quality or quantity of any Product sold and delivered hereunder or the prices therefor payable or paid shall be deemed waived and forever barred unless **Buyer** notifies **ARCO** in writing of the nature and detail of the claim within thirty (30) days after delivery to **Buyer**.

Credit Card Privilege

7. **Buyer** may take part in **Atlantic Richfield's** credit card program and **Atlantic Richfield** agrees to accept credit card charge tickets, representing authorized credit card sales made at **Buyer's** premises, and presented by **Buyer** to **Atlantic Richfield** subject to **Atlantic Richfield's** terms and conditions in effect on the date authorized products or services are purchased by credit card holders. The privilege of taking part in **Atlantic Richfield's** credit card program will continue until terminated by either party giving to the other not less than forty-eight (48) hours prior written notice thereof. Any such termination shall not otherwise affect any other provision of this Agreement.

Trademarks

8. **Buyer** may display **Atlantic Richfield Company's** trademarks, trade names, advertising, signs, devices, symbols, slogans and other trade indicia (all of which are hereinafter collectively referred to as "marks") adopted and used by **Atlantic Richfield** in its business related to Product, provided that all marks are displayed in the manner as specified by **Atlantic Richfield**. **Atlantic Richfield** reserves the right without prior notice to **Buyer**, to change, alter, or modify any of its marks. **Buyer** agrees that it will not: adulterate, mislabel or misbrand Product or commit other trademark violations; contaminate Product; add any ingredient to Product without **Atlantic Richfield's** prior written consent; use any mark except in connection with genuine **Atlantic Richfield** Product; claim any right, title or interest in or to said marks; directly or indirectly deny or assail or assist in denying or assailing the sole and exclusive ownership of **Atlantic Richfield** in and to the marks; adopt as its own property or use any trademarks, trade names, advertising, signs, devices, symbols, slogans or

other trade indicia confusingly similar with any marks of **Atlantic Richfield**. If **Buyer** ceases to offer for sale genuine **Atlantic Richfield** Product or if this Agreement is terminated, **Buyer** shall discontinue the use of all marks in any manner whatsoever employed by **Buyer** including but not by way of limitation the use of marks on any and all pumps, containers and other storage and distribution equipment, forms of advertising, stationery and invoices; promptly return to **Atlantic Richfield** all signs, advertising and indicia owned by **Atlantic Richfield**; and effectively eliminate any other use of any marks and correct all trade directory and telephone book listings to remove all reference to marks.

Allocation

9. **Buyer** hereby enters into this Agreement with the understanding and agreement that **ARCO's** obligation to sell and deliver Product hereunder is subject to modification and reduction in accordance with any program governing the allocation of Product by **ARCO** which may be in effect on the date hereof and any allocation program hereafter adopted by **ARCO** or imposed by governmental law or regulation at any time during the term hereof.

Unleaded Regulations

10. a) **ARCO** agrees that all unleaded gasoline, as defined in regulations promulgated by the Environmental Protection Agency (hereinafter referred to as the "Regulations") sold to **Buyer** by **ARCO** shall, at the point of delivery to **Buyer**, meet the specifications for lead and phosphorus as required by the Regulations.

b) **Buyer** agrees that it will not cause or allow unleaded gasoline purchased from **ARCO** to be contaminated in any manner that will violate the lead and phosphorus specifications of the Regulations.

c) **Buyer** agrees that **ARCO**, or its authorized representative, shall have the right to take samples of said unleaded gasoline and conduct or arrange for tests to determine compliance with said Regulations. If the unleaded gasoline exceeds the lead or phosphorus specifications of the Regulations, **Buyer** agrees that it will not sell such product as unleaded gasoline until such product meets the lead and phosphorus specifications of the Regulations.

Product Hazards

11. **Buyer** acknowledges that it is aware of hazards or risks in handling, storage, use and transportation of Product. **Buyer** will inform its employees, agents and contractors of any Product hazards or risks.

Tetraethyl Lead Regulations

12. **Buyer** shall sell any tetraethyl lead treated gasoline purchased under this Agreement in accordance with the rules and regulations now or hereafter issued by **ARCO's** suppliers of tetraethyl lead, United States Public Health Service or any governmental agency having jurisdiction thereof.

Excused Performance

13. **Buyer** shall not be obligated to order or accept deliveries if unable to operate **Buyer's** business by reason of fire, flood, war, civil commotions, strikes, blockades, or other causes beyond **Buyer's** control. **ARCO** shall not be responsible for any loss or damage resulting from any delay or failure in delivery due to fire, flood, storms, earthquake, tidal waves, war, military operations, national emergency, civil commotion, strikes or other differences with workers or unions, or from any delay or failure in delivery when the supplies of **ARCO**, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to **ARCO**, are impaired by causes beyond **ARCO's** control, or by failure or shortage of raw materials necessary to the manufacture of the Product to be supplied hereunder, or by the order, requisition or request of any governmental agency or acting governmental authority or **ARCO's** compliance therewith or by governmental proration or regulation, or from any other delay or failure due to any causes beyond **ARCO's** control, similar or dissimilar to any such causes. In the event of any of the aforementioned contingencies, **ARCO** may allocate its available supply of Product among its customers or itself in such manner and at such time as it may at its sole discretion determine. During the continuance of any such contingency, the obligations of **ARCO** and **Buyer** shall be suspended and proportionately abated.

Notices

14. Any notice required or permitted by or pertaining to this Agreement shall be in writing and, if to **Buyer**, shall be addressed to **Buyer** at the premises and, if to **ARCO**, to the address specified in the first paragraph of this Agreement. Any such notice shall be sent by prepaid, certified or registered mail and shall be deemed to have been delivered, whether or not received, on the third business day after the date of mailing. In lieu of such mailing, such notice may be personally served upon **Buyer**.

Default

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15. Without in any way limiting the definition of a default under this Agreement, the occurrence of any of the following events shall constitute a default except where prohibited by law: (a) Buyer shall fail to pay any sums due ARCO, including sums due for Product in accordance with the terms of this Agreement; (b) Buyer shall fail to order and accept in any monthly period the "Total Monthly Minimum" quantity as set forth in the quantity provision of this agreement; (c) Buyer shall fail to order and accept in any quarterly period the "Total Quarterly Minimum" quantity as set forth in the quantity provision of this Agreement and shall fail to correct such default as set forth in paragraph 16; (d) willful adulteration, mislabeling, or mishandling of Product or other trademark violations by Buyer, or contamination of Product by Buyer; or addition to Product by Buyer of any ingredient without ARCO's prior written consent; (e) Buyer shall become or be adjudicated insolvent or bankrupt, or a receiver or trustee shall be appointed for Buyer or its property or a petition for reorganization or arrangement under any bankruptcy or insolvency law shall be approved, or an assignment shall be made for the benefit of Buyer's creditors, or Buyer shall file a voluntary petition in bankruptcy or a petition or answer seeking to take advantage of any insolvency or bankruptcy law or shall otherwise admit insolvency or bankruptcy or shall consent to the appointment of a receiver or trustee; (f) fraud or criminal misconduct by Buyer relevant to the operation of the premises to which delivery of Product is made or conviction of Buyer of any felony involving moral turpitude; (g) knowing failure of Buyer to comply with federal, state or local laws or regulations relevant to the operation of the premises to which delivery of Product is made.

Termination

16. In the event that Buyer fails to purchase the "Total Quarterly Minimum" quantity as set forth in the quantity provisions of this Agreement and fails, after receipt of written notice of such failure, to purchase that quarterly minimum quantity in addition to the "Total Monthly Minimum" quantity for the next succeeding month by the last day of the next succeeding month following the quarter in which such failure occurred, ARCO may terminate this Agreement by written notice to Buyer.

In addition to any other rights ARCO may have at law or in equity, for a default described at 15a, ARCO shall have the right to terminate this Agreement by giving Buyer not less than five (5) days prior written notice of termination.

In addition to any other rights ARCO may have at law or in equity, for defaults described at 15c, 15d, 15e, 15f, or 15g, ARCO shall have the right to terminate this Agreement.

In the event of breach by either party of any of the other terms of this Agreement and failure to correct the same within fifteen (15) days after written notice thereof, the other party hereto may terminate this Agreement by written notice to the defaulting party.

Leak Prevention And Detection

17. Buyer agrees that with respect to all underground storage tanks and related equipment located on the premises, Buyer shall do the following: (a) Have and maintain properly calibrated tank sticking device. (b) Gauge tanks daily for inventory loss and weekly for any water gain. (c) Verify inventory daily with stick readings to the nearest "1/8", by meter readings and a reconciliation of opening and closing inventory levels. If a variation exists, Buyer shall immediately investigate to determine the tightness of the product storage and supply system and make all necessary repairs and replacements prior to placing the equipment back into service. Buyer agrees to maintain on the premises records of such daily inventory verification for a period of not less than twelve months. (d) Keep fill caps tight. (e) Keep fill boxes free of dirt, ice and snow. (f) Immediately remove any water in excess of one inch (1") in any product storage tank. (g) Immediately investigate any leak detector activation and if a leak exists, make all necessary repairs and replacements of the faulty product piping. Buyer covenants and agrees to indemnify, hold harmless and defend ARCO from and against all claims, losses and damages for personal injury or death or damage to property, cleanup costs and fines not caused by ARCO's negligence. In addition, Buyer's failure to comply with the provisions hereof concerning underground storage tanks and related equipment shall constitute grounds for termination of the Agreement.

Assignment

18. This Agreement, and any amendment or supplements thereto, shall not be assignable by Buyer, either voluntarily in whole or in part, including by incorporation or by operation of law, and shall not become an asset in any bankruptcy, estate, receivership or guardianship proceedings.

Entirety of Agreement

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Market Withdrawal

General Provisions

19. Buyer hereby acknowledges execution hereof without reliance upon any representations, warranties, promises or assurances other than those contained herein. It is further understood and agreed that there are no other agreements, written or oral, by and between the parties hereto whereby ARCO agrees to sell to Buyer or Buyer agrees to purchase from ARCO any Product to be delivered to the premises referred to herein for resale therefrom. This Agreement may not be modified or amended except by written instrument executed by both parties.

20. In addition to any other rights of termination that ARCO may have at law or in equity, pursuant to the provisions of the Petroleum Marketing Practices Act, 15 U.S.C. §2801 *et seq.*, as may be amended from time to time, ARCO shall have the right to terminate this Agreement, upon giving not less than one hundred eighty (180) days prior written notice, in the event that ARCO makes a determination, in good faith and in the normal course of business, to withdraw from the marketing of motor fuel through retail outlets in the relevant geographic market area in which the premises are located.

21. A waiver of any default hereunder shall not be deemed a continuing waiver, or a waiver of any subsequent default, whether of the same or of a different provision of this Agreement.

Notwithstanding any other provision of this Agreement, upon not less than fifteen (15) days prior written notice to Buyer, ARCO, in its sole discretion, shall have the right to discontinue the manufacture or sale of any Product. In such event, this Agreement shall terminate as to any Product so discontinued, but shall remain effective for all other purposes.

Buyer shall comply with all applicable governmental laws and regulations and Buyer shall secure all necessary licenses and permits and all renewals thereof, now or hereafter necessary, in connection with the possession and use of the equipment and other property and the conduct of business on the premises, and shall pay all taxes, imposts and charges imposed by any governmental authority incident thereto or arising therefrom. Buyer shall provide ARCO promptly with the written consents to this Agreement of the owner and of all holders of liens secured by said premises, confirming ARCO's title to and right of removal of the equipment and other property provided or loaned by ARCO and, in the event of any subsequent sale of the premises or subsequent entry of a lien, shall provide ARCO with similar consents from such subsequent owners or lien holders.

Buyer agrees that it shall at all times operate the premises to which delivery of Product is made in strict accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including, without limiting the foregoing, all such laws, ordinances, rules and regulations pertaining to water and air pollution, hazardous waste handling, vapor recovery and vapor recovery equipment, inventory control and leak detection, handling, use, storage, sale and distribution of gasolines, including leaded and unleaded gasolines and other flammable liquids. Buyer represents and warrants that as of the date hereof, Buyer is in compliance with all leases, contracts and agreements affecting the premises and Buyer's use and possession of the premises.

Buyer further agrees to comply with the lawful directives and orders of public officials administering such laws and ordinances, including, without limiting the foregoing, directives and orders pertaining to the use of or the business conducted at the premises to which delivery of Product is made and the display of advertising, sales promotion and other point of purchase materials.

In the event that ARCO becomes liable for payment of any charges or fines arising out of Buyer's noncompliance with any governmental laws or regulations or Buyer's failure to secure any necessary licenses or permits or renewals thereof, now or hereafter necessary, in connection with the possession and use of the equipment and other property or the conduct of business on the premises or Buyer's failure to pay any taxes, imposts or charges imposed by any governmental authority, ARCO shall have the right to charge Buyer the amount of any such charge or fine paid by ARCO.

Signs, Sign Poles And Graphics

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22. ARCO, reserving the right of addition, change and substitution, may lend to Buyer signs, sign poles and graphics that are or shall be owned by ARCO and installed at the above premises which shall remain the property of ARCO and removable at any time by ARCO as trade fixtures, but which Buyer shall not remove or permit to be removed from the place of installation. ARCO shall be responsible for maintaining the signs, sign poles and graphics but the Buyer shall be responsible for damage or loss to the signs, sign poles and graphics.

Upon termination or non-renewal of this Agreement for any reason, ARCO shall have the right and Buyer shall permit ARCO to enter upon the premises, with or without legal process, and remove all or any of ARCO's property at the premises.

At its election, ARCO may keep its property in place for a reasonable time after termination or non-renewal of this Agreement to negotiate for its sale or other disposition.

Relationship of Parties

23. Neither Buyer nor any of its employees shall hold itself out at any time as an agent, representative, partner, joint venturer or employee of ARCO. Buyer shall have no authority, right or power to, and shall not bind nor obligate ARCO in any way, manner or thing whatsoever, nor shall Buyer represent that it has any right or power to do so. Buyer shall undertake all obligations herein described as an independent contractor and shall exercise and be responsible for the exclusive control of the premises and all activities conducted therein and therefrom. Buyer shall conduct all business in all Product purchased from ARCO in Buyer's name, conspicuously displaying Buyer's name on the premises as owner and/or operator of the premises.

Prior Agreements

24. This Agreement automatically supersedes and terminates, as of the effective date hereof, any and all other contracts, agreements or understandings, written or oral, between the parties, covering sale and delivery of Product to Buyer at the premises for resale therefrom.

Buyer acknowledges having read this Agreement and fully understanding all of the terms, provisions and conditions hereof.

This Agreement is not binding until executed by Buyer and by an authorized officer or manager of ARCO.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

Buyer: [Signature] Title: V.P.
[Signature] ARCO Petroleum Products Company
Division of AtlanticRichfield Company
[Signature] J. D. Kowal
 Armour Oil Company #1
 Date 10/12/84

[Signature] Title: _____ Region _____ Manager

Consent and Confirmation

Each of the undersigned, as owner, part owner, mortgagee, or lien holder, for himself, his legal representatives, successor and assigns, in consideration of the installation or continuance in place of signs, sign poles and graphics covered by the foregoing agreement, hereby consents thereto and agrees to be bound by the terms and conditions thereof with respect to installation, removal, substitution, maintenance or disposition, and hereby waives all right to hold, distraint, mortgage, claim or levy upon any of such signs, sign poles and graphics or any part thereof.

WITNESS our signatures this _____ day of _____, 19 ____.

Witness: _____ Party in interest to property: _____

Initial

This Agreement is made February 25, 1988, between ARCO Petroleum Products Company (a division of ATLANTIC RICHFIELD COMPANY — incorporated in Delaware, hereinafter referred to as "ARCO" with an office located at the address set forth in PART I, and San Diego Armour Oil Company #1 hereinafter referred to as "Buyer" with delivery premises located at the address set forth in PART I (herein called "premises").

With respect to such ARCO branded motor fuels comprising gasolines and gasoline containing materials (herein called "Product") as Buyer may purchase and receive from ARCO and ARCO may sell and deliver to Buyer hereunder during the term hereof, in consideration of the mutual covenants and promises contained in PARTS I and II hereof, each of the parties agrees as follows:

PART I

This PART I contains specific terms which relate to the general terms and conditions set forth in PART II. Except for the addresses shown immediately below, which relate to the first sentence of this Agreement, Paragraph references in PART I relate to Paragraphs of PART II.

PART II
 Paragraph

ARCO's office located at: 2000 Alameda de las Pulgas, San Mateo, CA 94403

Premises located at:
4191 First Street
 (complete address by street number, including, where applicable, designation of corner)
 in the City of Pleasanton, County of Alameda
City or Town

State of California Zip Code 94566

1. The term of this Agreement shall begin at 10:00 a.m. on the 1st day of November, 1987, (the "Commencement Date") and end at 10:00 a.m. on the 1st day of November, 1990.

2. Minimum Annual Quantity: 1,411,556 gallons of Product.
 Quarterly and Monthly Minimum Quantities of Product:

Quarterly Period 1		Quarterly Period 2		Quarterly Period 3		Quarterly Period 4	
	Minimum		Minimum		Minimum		Minimum
January	<u>128,239</u>	April	<u>121,128</u>	July	<u>120,278</u>	October	<u>115,603</u>
February	<u>116,265</u>	May	<u>120,003</u>	August	<u>126,409</u>	November	<u>114,697</u>
March	<u>72,508</u>	June	<u>132,657</u>	September	<u>126,139</u>	December	<u>117,630</u>
Quarterly Total	<u>317,012</u>	Quarterly Total	<u>373,788</u>	Quarterly Total	<u>372,826</u>	Quarterly Total	<u>347,930</u>

PART II

- Term** 1. The term of this Agreement shall begin and end at the time indicated on the dates set forth in PART I. Notwithstanding the foregoing, in the event of the expiration or termination of **Buyer's** right of possession of the premises, to which delivery of Product hereunder is to be made, before the end of the term hereof, this Agreement shall automatically terminate concurrently with the expiration or termination of **Buyer's** right of possession of the premises.
- Quantity** 2. During each contract year commencing on the Commencement Date and on each anniversary date thereof during the term hereof, **ARCO** agrees to sell and deliver to **Buyer** for resale from the premises, and **Buyer** agrees to purchase and receive from **ARCO** the minimum monthly quantity, minimum quarterly quantity and minimum annual quantity of Product set forth in PART I and expressed in gallons.
- "Quarterly period" as used herein shall mean calendar quarters beginning on the first day of the first, fourth, seventh and tenth months of the calendar year.
- "Minimum annual quantity" as used herein shall mean the aggregate total of the quarterly period minimum volume amounts of the four quarterly periods commencing on the first calendar day of the first full quarterly period following the Commencement Date and on each anniversary date thereof during the term hereof.
- Volumes provided herein are further subject to the terms and conditions of Paragraphs 8 and 12 hereof.
- Delivery** 3. **ARCO** agrees to deliver Product sold hereunder to the premises by such method of delivery, and in such minimum quantities per single delivery, as **ARCO** shall elect. **Buyer** agrees that, at all times during the term hereof, **Buyer** will have available on said premises storage facilities into which said Product may be delivered which shall conform with all laws and governmental regulations and which shall be in such capacity as to be able to receive such quantities of Product as **ARCO** shall prescribe as minimum deliverable quantities and which shall be compatible with **ARCO's** Product formulations and **ARCO's** delivery equipment.
- Buyer** understands and agrees that **ARCO** has no obligation whatsoever in any month, quarter or year to sell or deliver to **Buyer** in any such period any quantities in excess of the minimum quantity set forth above for such period whether or not any additional quantities have been made available to **Buyer** at any time during or prior to the term of this Agreement. It is further understood and agreed that **ARCO** may, at a time or times during the term of this Agreement and at **ARCO's** sole discretion, elect to advise **Buyer** that additional quantities are available for sale by **ARCO** to **Buyer**. **Buyer** represents and warrants that the minimum annual quantity, as set forth in PART I, is seventy percent (70%) of its best estimate of its requirements for Product for a year's time. In the event that **ARCO** advises **Buyer** of the availability of such additional quantities, **Buyer** may elect to purchase such additional quantities in accordance with and subject to the terms and conditions contained in this Agreement.
- Buyer** agrees to furnish **ARCO**, on or before the Commencement Date and, upon demand by **ARCO**, during the term hereof, with certificates of compliance of **Buyer's** fuel storage and dispensing facilities with all laws and regulations and with information with regard to **Buyer's** storage facilities, including but not limited to: age, capacity, manufacturer, installation contractor, repairs and, if tanks have been relined, information with regard to the manufacturer of the materials used, date of installation and contractor.
- Buyer** further agrees that **Buyer's** motor fuel dispensing devices shall be equipped at all times during the term hereof with Product filters with ten (10) micron filtering capacity.
- Prices** 4. **Buyer** shall pay for Product sold and delivered hereunder at the prices, established for such Product from time to time by **ARCO** for purchasers in the same classification as **Buyer**, in effect at the time and place of delivery to **Buyer**. Prices shall be subject to change at any time, at the election of **ARCO**, without notice.

At ARCO's option, ARCO may, from time to time, grant Buyer a temporary voluntary allowance ("TVA"). Any TVA granted Buyer is intended to assist Buyer to remain competitive in Buyer's localized geographic area and TVAs will only be granted on Product which is sold to motorists at retail through the pumps on the premises. At all times during any period in which ARCO offers a TVA program in which Buyer participates, Buyer shall record all deliveries of Product to the premises by grade and quantity and shall sell and record the sale of all Product through metered product pumps/dispensers. To determine Buyer's compliance with this provision, Buyer agrees that ARCO shall have the right at all reasonable times to ascertain volumes of Product in tanks and any and all volume information appearing on Product dispensing devices, recorders or meters and to inspect and audit Buyer's books and records relating to delivery and inventory of Product. If ARCO determines that Buyer has accepted TVAs on Product which is not sold to motorists at retail through the pumps on the premises, the amount of any such TVA shall be due and payable by Buyer to ARCO on demand and, if not paid, ARCO shall have the right to deduct such amount from any subsequent TVAs which might otherwise be granted by ARCO to Buyer and ARCO shall have the right to offset such amount against any sum or sums payable by ARCO to Buyer. In addition, ARCO shall have the right of termination as provided in Paragraph 14.

Taxes

5. Buyer agrees to pay and to hold ARCO harmless from any tax, excise, fee or other charge which ARCO is required to pay or collect now or hereafter imposed by any federal, state or local governmental authority upon the Product sold and delivered to Buyer hereunder or on the production, manufacture, storage, consumption, sale, use, transfer, transportation, delivery or other handling thereof, or on this Agreement or any payments made pursuant to this Agreement. Any such tax, excise, fee or other charge may be added to the price herein described. Buyer agrees to pay promptly when due and to hold ARCO harmless from all fees, and sales, use, rental, gross receipts, inventory, excise, income and any other taxes imposed by any federal, state or local governmental authority upon Buyer or ARCO (except those taxes based upon or measured by the net income of ARCO) in connection with the operation of the business(es) conducted by the Buyer.

Payment

6. Buyer shall pay ARCO at the time of delivery for all Product delivered hereunder unless otherwise mutually agreed upon from time to time. No allowance of credit by ARCO shall prevent ARCO from terminating the extension of credit and requiring at any time, at ARCO's election, payment at the time of delivery. Title to and risk of loss for such Product shall pass to Buyer at the time Product passes from ARCO's delivery equipment to Buyer's storage equipment. In addition to any other rights ARCO may have, should Buyer fail to make payment when due, ARCO may discontinue deliveries hereunder until payment is made. All claims of Buyer with respect to the quality or quantity of any Product sold and delivered hereunder or the prices therefor payable or paid shall be deemed waived and forever barred unless Buyer notifies ARCO in writing of the nature and detail of the claim within thirty (30) days after delivery to Buyer.

Trademarks

7. It is understood and agreed that Buyer is a "franchisee" and a "retailer" as defined by the Petroleum Marketing Practices Act, 15 U.S.C. §§2801 *et seq.*, and as such that Buyer is authorized and permitted by ARCO to display the trademarks of ARCO in connection with the sale of Product from the premises. Buyer is authorized and permitted to display, in connection with the resale of Product, trademarks, trade names, advertising, signs, devices, symbols, slogans and designs and other trade indicia (all of which are hereinafter collectively referred to as "Marks") adopted and used or authorized for use by ARCO in ARCO's business related to Product, provided that all Marks are displayed or used in the manner as specified by ARCO and all trademark rights resulting from such display or usage shall inure to ARCO's benefit. ARCO reserves the right, without prior notice to Buyer, to change, alter, or modify any of the Marks or their manner of display or use. Buyer agrees that it will not: adulterate, mislabel or misbrand Product; contaminate Product; add any ingredient to Product without ARCO's prior written consent; use any Mark except in connection with genuine ARCO Product; claim any right, title or interest in or to said Marks; directly or indirectly deny or assail or assist others in denying or assailing the sole and exclusive ownership of ARCO in and to the Marks; register, adopt as its

own property, or use or assist others in registering, adopting or using any trademarks, trade names, advertising, signs, devices, symbols, slogans, designs, or other trade indicia confusingly similar to the Marks; or commit other trademark violations or acts that would affect the value of the Marks or ARCO's good will and ownership rights thereto. Any rights to any Marks obtained by Buyer contrary to the above shall be held in trust for ARCO and, upon request, Buyer shall assign such rights free of charge to ARCO. Upon termination of this Agreement, Buyer shall promptly return to ARCO all signs, advertising and trade indicia owned by ARCO and discontinue the use of all Marks in any manner whatsoever employed by Buyer including, but not by way of limitation, the use of Marks on any and all pumps, containers and other storage equipment, buildings, canopies, pump islands, pole signs, forms of advertising, stationery and invoices; correct all trade directory and telephone book listings to remove all reference to the Marks and effectively eliminate any other use of any Marks in any manner whatsoever employed by Buyer.

The proper current display and use by Buyer of the Marks are specified in Exhibit A, attached hereto and incorporated herein by this reference. ARCO may revise specifications of its Marks and their display requirements by giving Buyer written notice. Any such revisions to specifications or display requirements must be fully implemented by Buyer within the time period set forth in such written notice. If Buyer should fail to be in compliance with Exhibit A, as attached or hereafter amended, and Buyer, within the time period set forth in ARCO's written notice of non-compliance and demand to cure, shall fail to comply with Exhibit A, Buyer shall, at Buyer's sole expense, remove, or cause to be removed, all Marks from the premises. Should Buyer fail to do so, Buyer shall cooperate with ARCO to allow ARCO's entry onto the premises to remove all remaining Marks and shall promptly reimburse ARCO for all costs incurred by ARCO in removing such Marks.

Should ARCO be required to incur costs, including attorney fees, in obtaining judicial enforcement of this right of removal or damages for Buyer's breach of its obligations hereunder, Buyer shall promptly reimburse ARCO for all such costs.

Allocation

8. Buyer hereby enters into this Agreement with the understanding and agreement that ARCO's obligation to sell and deliver Product hereunder is subject to modification and reduction in accordance with any program governing the allocation of Product by ARCO which may be in effect on the date hereof and any allocation program hereafter adopted by ARCO or imposed by governmental law or regulation at any time during the term hereof.

Unleaded Regulations

9. a) ARCO agrees that all unleaded gasoline, as defined in Regulations promulgated by the Environmental Protection Agency (hereinafter referred to as the "Regulations"), sold to Buyer by ARCO shall, at the point of delivery to Buyer, meet the specifications for lead and phosphorus as required by the Regulations.

b) Buyer agrees that it shall not cause or allow unleaded gasoline purchased from ARCO to be contaminated in any manner that will violate the lead and phosphorus specifications of the Regulations and shall hold ARCO harmless from any violations caused by Buyer.

c) Buyer agrees that ARCO, or its authorized representative, shall have the right to take samples of said unleaded gasoline and conduct or arrange for tests to determine compliance with said Regulations. If the unleaded gasoline exceeds the lead or phosphorus specifications of the Regulations, Buyer agrees that it shall not sell such product as unleaded gasoline until such product meets the lead and phosphorus specifications of the Regulations.

Product Hazards

10. Buyer acknowledges that it is aware of hazards or risks in handling, storage, use and transportation of Product. Buyer will inform its employees, agents, contractors and customers of Product hazards or risks.

**Tetraethyl
Lead
Regulations**

11. **Buyer** shall sell any tetraethyl lead treated gasoline purchased under this Agreement in accordance with the rules and regulations now or hereafter issued by **ARCO's** suppliers of tetraethyl lead, United States Public Health Service or any governmental agency having jurisdiction thereof.

**Excused
Performance**

12. **Buyer** shall not be obligated to order or accept deliveries if unable to operate **Buyer's** business by reason of fire, flood, war, civil commotions, strikes, blockades, or other causes beyond **Buyer's** control. **ARCO** shall not be responsible for any loss or damage resulting from any delay or failure in delivery due to fire, flood, storms, earthquake, tidal waves, war, military operations, national emergency, civil commotion, strikes or other differences with workers or unions, or from any delay or failure in delivery when the supplies of **ARCO**, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to **ARCO**, are impaired by causes beyond **ARCO's** control, or by failure or shortage of raw materials necessary to the manufacture of the Product to be supplied hereunder, or by the order, requisition or request of any governmental agency or acting governmental authority or **ARCO's** compliance therewith or by governmental proration or regulation, or from any other delay or failure due to any causes beyond **ARCO's** control, similar or dissimilar to any such causes. In the event of any of the aforementioned contingencies, **ARCO** may allocate its available supply of Product among its customers or itself in such manner and at such time as it may in its sole discretion determine. During the continuance of any such contingency, the obligations of **ARCO** and **Buyer** with respect to quantities hereunder shall be suspended and proportionately abated.

Notices

13. Any notice required or permitted by or pertaining to this Agreement shall be in writing and, if to **Buyer**, shall be addressed to **Buyer** at the premises and, if to **ARCO**, to the address specified in PART I of this Agreement. Any such notice shall be sent by prepaid, certified or registered mail and shall be deemed served as of the date of mailing or shall be personally delivered to **Buyer** at the premises and shall be deemed served as of the date of personal delivery.

**Termination or
Nonrenewal**

14a. **ARCO** may, in addition to any other remedies it may have and subject to the valid requirements of any applicable statute, terminate or nonrenew this Agreement for any grounds set forth in the Petroleum Marketing Practices Act, 15 U.S.C. §§ 2801 *et seq.* ("PMPA") or any amendments thereto or upon the occurrence of any of the following:

(1) **Buyer** fails to exert good faith efforts to carry out the provisions of this Agreement following written notice to **Buyer** from **ARCO** of such failure and a reasonable opportunity to exert good faith efforts to carry out such provisions (Note: Without limiting the foregoing, **Buyer's** failure to purchase the "Total Quarterly Minimum" quantity as set forth in the quantity provisions of this Agreement, after written notice of such failure, shall be a failure to exert good faith efforts to carry out the provisions of this Agreement and **Buyer's** failure to purchase that quarterly minimum quantity, in addition to the "Monthly Minimum" quantity for the next succeeding month, by the last day of the next succeeding month following the quarter in which such failure occurred, shall be grounds to terminate or non-renew this Agreement.); or

(2) Unlawful, fraudulent or deceptive acts or practices or criminal misconduct by **Buyer** relevant to the operation of the premises; or

(3) Declaration of bankruptcy by **Buyer** or judicial determination of insolvency of **Buyer**; or

(4) Continuing severe physical or mental disability of **Buyer** of at least three (3) months duration which renders **Buyer** unable to provide for the continued proper operation of the premises; or

(5) Loss of **Buyer's** right to possession of the premises; or

(6) Condemnation or other taking, in whole or in part, of the premises pursuant to the power of eminent domain; or

(7) Destruction of all or a substantial part of the premises; or

(8) Failure by **Buyer** to pay **ARCO** in a timely manner when due all sums to which **ARCO** is legally entitled; or

(9) Failure by **Buyer** to operate the premises for seven (7) consecutive days, or such lesser period which under the facts and circumstances constitutes an unreasonable period of time; or

(10) Willful adulteration, commingling, mislabeling or misbranding of Product or other violations by **Buyer** of **ARCO's** trademarks; or

(11) Knowing failure of **Buyer** to comply with federal, state or local laws or regulations relevant to the use or operation of the premises; or

(12) Conviction of **Buyer** of any felony involving moral turpitude; or

(13) **Buyer's** death; or

(14) A determination made by **ARCO** in good faith and in the normal course of business to withdraw from the marketing of motor fuel through retail outlets in the relevant geographic market area in which the premises are located; or

(15) The occurrence of any other event relevant to the relationship between the parties which makes termination or nonrenewal reasonable, including those set forth in Paragraph 14b below.

b. **ARCO** may nonrenew the relationship between the parties in any of the following events: (1) failure of **Buyer** and **ARCO** to agree to changes or additions to the franchise relationship, as defined in the Petroleum Marketing Practices Act, 15 U.S.C. §§ 2801 *et seq.*, which are the result of a determination made by **ARCO** in good faith and in the normal course of business; (2) receipt of numerous bona fide customer complaints by **ARCO** concerning **Buyer's** operation of the premises; (3) failure of **Buyer** to operate the premises in a clean, safe and healthful manner on at least two previous occasions; (4) a good faith determination by **ARCO** made in its normal course of business that renewal of the franchise relationship is likely to be uneconomical to **ARCO** despite any reasonable changes or additions to the agreements between the parties which may be acceptable to **Buyer**.

**Leak
Prevention
and
Detection**

15. **Buyer** agrees that with respect to all underground storage tanks and related equipment located on the premises, **Buyer** shall do the following: (a) Have and maintain properly calibrated tank sticking device. (b) Gauge tanks daily for inventory loss and weekly for any water gain. (c) Verify inventory daily with stick readings to the nearest $\frac{1}{8}$ ", by meter readings and a reconciliation of opening and closing inventory levels by grade, including deliveries. If a variation exists, **Buyer** shall immediately investigate to determine the tightness of the product storage and supply system and make all necessary repairs and replacements prior to placing the equipment back into service. **Buyer** agrees to maintain on the premises records of such daily inventory verification for a period of not less than twelve months. (d) Keep fill caps tight. (e) Keep fill boxes free of dirt, ice and snow. (f) Immediately remove any water in excess of one inch (1") in any product storage tank. (g) Immediately investigate any leak detector activation and if a leak exists, make all necessary repairs and replacements of the faulty product piping. (h) Perform monitoring of observation wells or other monitoring required by law. **Buyer** covenants and agrees to indemnify, hold harmless and defend **ARCO** from and against all claims, losses and damages for personal injury or death or damage to property, cleanup costs and fines not caused by **ARCO's** negligence.

**Assignment
and
Successor-
In-Interest**

16. This Agreement shall not be assigned in whole or in part by **Buyer**, either voluntarily or by operation of law, except with **ARCO's** prior written consent. Any assignment or attempt to assign without **ARCO's** prior written consent shall result in immediate termination of this Agreement

For purposes of this Paragraph, references to "**Buyer**" shall be **Buyer** if **Buyer** is a sole proprietor; if **Buyer** is a partnership, all partners; and, if **Buyer** is a corporation, an authorized representative of the corporation.

If **Buyer** desires to assign this Agreement, **Buyer** shall provide **ARCO** with not less than sixty (60) days prior written notice of **Buyer's** intent to assign this Agreement, or such longer notice as **ARCO** is entitled to receive under applicable state law. If **ARCO** refuses consent, the terms of the first paragraph of this Paragraph 16 shall apply. **ARCO** may withhold its consent to a proposed assignment if **ARCO's** then-current requirements are not satisfied, including but not limited to the requirement that a transfer fee or other fees be paid. **ARCO** and **Buyer** shall have such further rights and shall comply with such additional requirements as are provided by applicable law.

Notwithstanding the terms of Paragraph 14a(13), this Agreement shall not terminate upon the death of **Buyer**, if **Buyer**, prior to his or her death, delivers a successor-in-interest designation pursuant to procedures and on a form prescribed by **ARCO** and, upon **Buyer's** death, the designated successor-in-interest assumes all of **Buyer's** duties and obligations under the Agreement and the designated successor-in-interest meets **ARCO's** then-current requirements.

Entirety of Agreement

17. **Buyer** hereby acknowledges execution hereof without reliance upon any representations, warranties, promises or assurances other than those contained herein. It is further understood and agreed that there are no other agreements, written or oral, by and between the parties hereto whereby **ARCO** agrees to sell to **Buyer** or **Buyer** agrees to purchase from **ARCO** any Product to be delivered to the premises referred to herein for resale therefrom. This Agreement may not be modified or amended except by written instrument executed by both parties.

General Provisions

18. A waiver of any default hereunder shall not be deemed a continuing waiver, or a waiver of any subsequent default, whether of the same or of a different provision of this Agreement.

Notwithstanding any other provision of this Agreement, upon not less than fifteen (15) days prior written notice to **Buyer**, **ARCO**, in its sole discretion, shall have the right to discontinue the manufacture or sale of any Product. In such event, this Agreement shall terminate as to any Product so discontinued, but shall remain effective for all other purposes.

Buyer shall comply with all applicable governmental laws and regulations and **Buyer** shall secure all necessary licenses and permits and all renewals thereof, now or hereafter necessary, in connection with the possession and use of the equipment and other property and the conduct of business on the premises, and shall pay all taxes, imposts and charges imposed by any governmental authority incident thereto or arising therefrom. **Buyer** shall provide **ARCO** promptly with the written consents to this Agreement of the owner and of all holders of liens secured by said premises, confirming **ARCO's** title to and right of removal of the equipment and other property provided or loaned by **ARCO** and, in the event of any subsequent sale of the premises or subsequent entry of a lien, shall provide **ARCO** with similar consents from such subsequent owners or lien holders.

Buyer agrees that it shall at all times operate the premises to which delivery of Product is made in strict accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including, without limiting the foregoing, all such laws, ordinances, rules and regulations pertaining to water and air pollution, hazardous waste handling, vapor recovery and vapor recovery equipment, inventory control and leak detection, handling, use, storage, sale and distribution of gasolines, including leaded and unleaded gasolines and other flammable liquids. **Buyer** represents and warrants that as of the date hereof, **Buyer** is in compliance with all leases, contracts and agreements affecting the premises and **Buyer's** use and possession of the premises.

Buyer further agrees to comply with the lawful directives and orders of public officials administering such laws and ordinances, including, without limiting the foregoing, directives and orders pertaining to the use of or the business conducted at the premises to which delivery of Product is made and the display of advertising, sales promotion and other point of purchase materials.

In the event that **ARCO** becomes liable for payment of any charges or fines arising out of **Buyer's** noncompliance with any governmental laws or regulations or **Buyer's** failure to secure any necessary licenses or permits or renewals thereof, now or hereafter necessary, in connection with the possession and use of the equipment and other property or the conduct of business on the premises or **Buyer's** failure to pay any taxes, imposts or charges imposed by any governmental authority, **ARCO** shall have the right to charge **Buyer** the amount of any such charge or fine paid by **ARCO**.

**Health and
Safety
Warnings**

19. **Buyer** shall display, publish and distribute upon the premises such health and safety warnings as **ARCO** may require of, or provide to, **Buyer**.

**Signs, Sign
Poles and
Graphics**

20. **ARCO**, reserving the right of addition, change and substitution, may lend to **Buyer** signs, sign poles and certain graphics that are or shall be owned by **ARCO** and installed at the above premises which shall remain the property of **ARCO** and be removable at any time by **ARCO** as trade fixtures, but which **Buyer** shall not remove or permit to be removed from the place of installation. **Buyer** shall be responsible for maintenance, damage to or loss of the signs, sign poles and graphics.

Upon termination or non-renewal of this Agreement for any reason, **ARCO** shall have the right and **Buyer** shall permit **ARCO** to enter upon the premises, with or without legal process, and remove or, at **ARCO's** option, deidentify all or any of **ARCO's** property at the premises.

At its election, **ARCO** may keep its property in place for a reasonable time after termination or non-renewal of this Agreement to negotiate for its sale or other disposition.

**Relationship
of Parties**

21. Neither **Buyer** nor any of its employees shall hold itself out at any time as an agent, representative, partner, joint venturer or employee of **ARCO**. **Buyer** shall have no authority, right or power to, and shall not bind or obligate **ARCO** in any way, manner or thing whatsoever, nor shall **Buyer** represent that it has any right or power to do so. **Buyer** shall undertake all obligations herein described as an independent contractor and shall exercise and be responsible for the exclusive control of the premises and all activities conducted therein and therefrom. **Buyer** shall conduct all business in all Product purchased from **ARCO** in **Buyer's** name, conspicuously displaying **Buyer's** name on the premises as owner and/or operator of the premises.

Prior Agreements

22. This Agreement automatically supersedes and terminates, as of the effective date hereof, any and all other contracts, agreements or understandings, written or oral, between the parties, covering sale and delivery of Product to Buyer at the premises for resale therefrom.


Buyer acknowledges having read this Agreement and fully understanding all of the terms, provisions and conditions hereof.

This Agreement is not binding until executed by Buyer and by an authorized officer or manager of ARCO.

IN WITNESS WHEREOF the parties have executed this Agreement.


WITNESS

ARCO Petroleum Products Company
Division of Atlantic Richfield Company



By: 
S. H. Schrader Region Manager

WITNESS


Date 5/25/88 San Diego Armour Oil Co. #1 Buyer
Title: _____

Consent and Confirmation Each of the undersigned, as owner, part owner, mortgagee, or lien holder, for himself, his legal representatives, successor and assigns, in consideration of the installation or continuance in place of signs, sign poles and graphics covered by the foregoing agreement, hereby consents thereto and agrees to be bound by the terms and conditions thereof with respect to installation, removal, substitution, maintenance or disposition, and hereby waives all right to hold, distrain, mortgage, claim or levy upon any of such signs, sign poles and graphics or any part thereof.

WITNESS our signatures this _____ day of _____, 19____.

Witness:

Party in interest to premises/property:

Alameda County Health Care Services Agency, Department of
Environmental Health, Environmental Protection Division

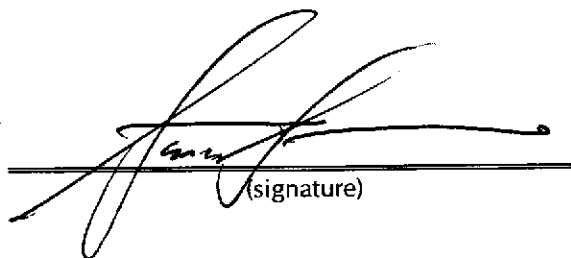
In Re The Properties Known As :)

Proof of Service of
Notice of Pre-Enforcement
Review Panel

)
)
)
Unocal Station #3771)
Armour Oil Station #188)
ARCO Station #90756)
4191 First Street)
Pleasanton, CA)

I Scott Seery, do hereby certify that I served, c/o Balboa Associates, Harry O. Armour, Harry O. Armour dba Armour Oil Company, Harry O. Armour dba O.B. Armour Company, Armour Oil Company and Successor Corporations, and O.B. Armour Company with a copy of the attached Notice of Pre-Enforcement Review Panel to convene on January 24, 1995 by certified mailer #P 386 338 419. An additional notice was sent to the aforementioned parties, both c/o Balboa Associates and to each party directly, via normal U.S. Postal Service mail.

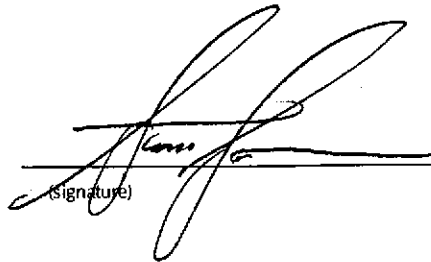
Dated: 1-13-95


(signature)

Pre-Enforcement Review Panel notice
 January 13, 1995
 Page 2 of 2

- | | |
|--|---|
| <p>3. Harry O. Armour, an individual
 3540 Estudillo Street
 San Diego, CA 92110</p> | <p>4. Harry O. Armour
 dba O.B. ARMOUR COMPANY
 3540 Estudillo Street
 San Diego, CA 92110</p> |
| <p>5. Harry O. Armour
 dba ARMOUR OIL COMPANY
 3540 Estudillo Street
 San Diego, CA 92110</p> | <p>6. ARMOUR OIL COMPANY and
 Successor Corporations
 3540 Estudillo Street
 San Diego, CA 92110</p> |
| <p>7. O.B. ARMOUR COMPANY
 3540 Estudillo Street
 San Diego, CA 92110</p> | <p>8. BALBOA ASSOCIATES
 P.O. Box 85302
 San Diego, CA 92186</p> |

Dated: January 13, 1995


 (Signature)

P 386 338 419



**Receipt for
 Certified Mail**

No Insurance Coverage Provided
 Do not use for International Mail
 (See Reverse)

Sent	Balboa Associates	
Street No	P.O. Box 85302	
P.O. State and Code	San Diego, CA 92186	
Postage		\$
Certified Fee		
Special Delivery Fee		
Restricted Delivery Fee		
Return Receipt Showing to Whom & Date Delivered		
Return Receipt Showing to Whom, Date, and Addressee's Address		
TOTAL Postage & Fees		\$
Postmark or Date		

PS Form 3800, June 1991

Alameda County Health Care Services Agency,
Department of Environmental Health,
Division of Environmental Protection

In Re The Properties Known As:)

Notice of
Pre-Enforcement
Review Panel

Notice resent
to 5 PRPs
on 12/28/94

Unocal Station #3771)
Armour Oil Station #188)
ARCO Station #90756)
4191 First Street)
Pleasanton, CA)

Notice is hereby given that upon the motion of the Alameda County Environmental Protection Division, and the San Francisco Bay Regional Water Quality Control Board a further hearing of the **Review Panel** will convene on January 24, 1995 at 10:30 a.m. in the offices of the Alameda County Hazardous Materials Division, located at 1131 Harbor Bay Parkway, Room 250, Alameda, CA 94502. This further hearing of the **Review Panel** will reconvene for the purpose of determining responsible parties as well as appropriate closure, site assessment, clean-up and mitigation of contamination at the above locations.

Information and supporting documents which substantially illustrate the contractual relationship between ARCO Products and Armour Oil Companies, the specific levels of control and operation of the subject station by each, as well as documents which clearly identify the current corporate status of Armour Oil Company and successor corporations, must be presented to the Panel.

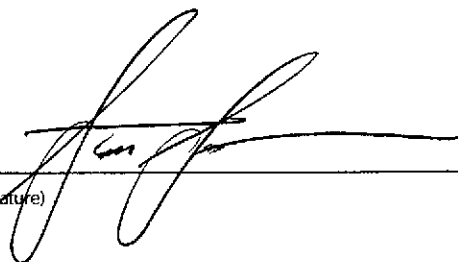
The Alameda County Environmental Protection Division, and the San Francisco Bay Regional Water Quality Control Board have named and served notice of this **Review Panel** on the following persons or entities as having proposed responsibility for closure, site assessment, clean-up and mitigation of contamination at the above location, and by this notice all parties named herein are informed of the right to appear and show cause, if any they have, for the exclusion or inclusion of any of the parties served herein from said responsibility or obligations:

1. **Bob Boust**
UNOCAL CORPORATION
2000 Crow Canyon Pl., Ste. 200
San Ramon, CA 94583

2. **Michael Whelan**
ARCO Products Company
P.O. Box 5811
San Mateo, CA 94402

- | | |
|---|---|
| 3. Harry O. Armour, an individual
3540 Estudillo Street
San Diego, CA 92110 | 4. Harry O. Armour
dba O.B. ARMOUR COMPANY
3540 Estudillo Street
San Diego, CA 92110 |
| 5. Harry O. Armour
dba ARMOUR OIL COMPANY
3540 Estudillo Street
San Diego, CA 92110 | 6. ARMOUR OIL COMPANY and
Successor Corporations
3540 Estudillo Street
San Diego, CA 92110 |
| 7. O.B. ARMOUR COMPANY
3540 Estudillo Street
San Diego, CA 92110 | 8. BALBOA ASSOCIATES
P.O. Box 85302
San Diego, CA 92186 |

Dated: December 28, 1994



(signature)

Alameda County Health Care Services Agency, Department of
Environmental Health, Environmental Protection Division

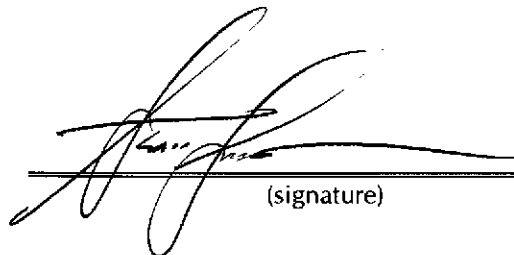
In Re The Properties Known As :)

Proof of Service of
Notice of Pre-Enforcement
Review Panel

)
)
)
Unocal Station #3771)
Armour Oil Station #188)
ARCO Station #90756)
4191 First Street)
Pleasanton, CA)

I Scott Seery, do hereby certify that I served Harry O. Armour with a copy of the
attached **Notice of Pre-Enforcement Review Panel** to convene on January 24,
1995 by certified mailer #P 386 338 391.

Dated: 12-28-94



(signature)

P 386 338 391



Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

Sent to <i>Harry O. Armour</i>	
Street and No. <i>3540 Estudillo St.</i>	
P.O. State and ZIP Code <i>San Diego, CA 92110</i>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$

100, June 1991

ALAMEDA COUNTY CC4580
DEPT. OF ENVIRONMENTAL HEALTH
ENVIRONMENTAL PROTECTION DIVISION
1131 HARBOR BAY PKWY., #250
ALAMEDA CA 94502-6577

Is your RETURN ADDRESS completed on the reverse side?

SENDER: • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number. • The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.
3. Article Addressed to: <i>Harry O. Armour 3540 Estudillo St. San Diego, CA 92110</i>		4a. Article Number <i>7 386 338 391</i>
5. Signature (Addressee)		4b. Service Type <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
6. Signature (Agent)		7. Date of Delivery
PS Form 3811, December 1991 *U.S. GPO: 1989-388-714		8. Addressee's Address (Only if requested and fee is paid)

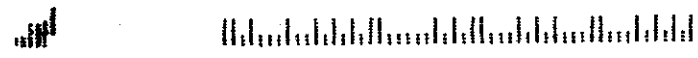
Thank you for using Return Receipt Services.



POSTAGE WILL BE PAID BY ADDRESSEE
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES
1009

*HARRY O. ARMOUR
3540 ESTUDILLO ST.
SAN DIEGO, CA 92110*

RETURN TO ORDER
FORWARD ORDER
RED



Alameda County Health Care Services Agency, Department of
Environmental Health, Environmental Protection Division

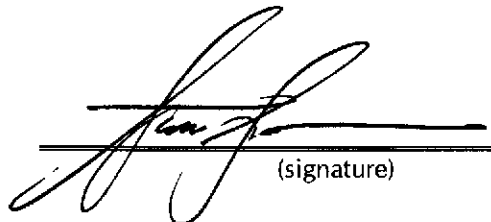
In Re The Properties Known As :)

Proof of Service of
Notice of Pre-Enforcement
Review Panel

)
)
)
Unocal Station #3771)
Armour Oil Station #188)
ARCO Station #90756)
4191 First Street)
Pleasanton, CA)

I Scott Seery, do hereby certify that I served Harry O. Armour dba O.B. Armour Company with a copy of the attached Notice of Pre-Enforcement Review Panel to convene on January 24, 1995 by certified mailer #P 386 338 392.

Dated: 12-28-94



(signature)

P 386 338 392



Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

800, June 1991

Sent for	<i>Harry O. Armour</i>	
Street and No.	<i>Attn O.B. Armour Co.</i>	
P.O., State and ZIP Code	<i>3540 Estudillo St.</i>	
Postage	<i>San Leandro, CA</i>	<i>92110</i>
Certified Fee		
Special Delivery Fee		
Restricted Delivery Fee		
Return Receipt Showing to Whom & Date Delivered		
Return Receipt Showing to Whom, Date, and Addressee's Address		
TOTAL Postage & Fees	\$	
Postmark or Date		

ALAMEDA COUNTY CC4580
DEPT. OF ENVIRONMENTAL HEALTH
ENVIRONMENTAL PROTECTION DIVISION
1131 HARBOR BAY PKWY., #250
ALAMEDA CA 94502-6577

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

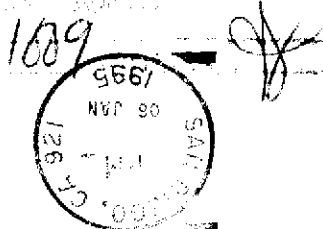
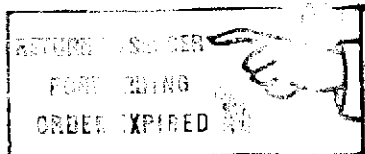
Consult postmaster for fee.

3. Article Addressed to:	4a. Article Number
<i>Harry O. Armour Attn O.B. Armour Co. 3540 Estudillo St. San Diego, CA 92110</i>	<i>P 386 338 392</i>
5. Signature (Addressee)	4b. Service Type
	<input type="checkbox"/> Registered <input type="checkbox"/> Insured
	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD
	<input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
6. Signature (Agent)	7. Date of Delivery
	8. Addressee's Address (Only if requested and fee is paid)

Is your RETURN ADDRESS completed on the reverse side?

Thank you for using Return Receipt Service.

PS Form 3811, December 1991 U.S. GPO: 1993-352-714 DOMESTIC RETURN RECEIPT



*HARRY O. ARMOUR
Attn O.B. ARMOUR CO.
3540 ESTUILLLO ST.
SAN DIEGO, CA 92110*



Alameda County Health Care Services Agency, Department of
Environmental Health, Environmental Protection Division

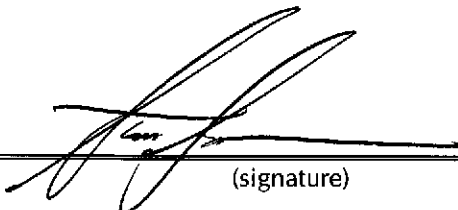
In Re The Properties Known As :)

Proof of Service of
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Unocal Station #3771)
Armour Oil Station #188)
ARCO Station #90756)
4191 First Street)
Pleasanton, CA)

I Scott Seery, do hereby certify that I served Armour Oil Company and Successor
Corporations with a copy of the attached Notice of Pre-Enforcement Review
Panel to convene on January 24, 1995 by certified mailer #P 386 338 393.

Dated: 12-28-94



(signature)

P 386 338 393



Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

0, June 1991

Sent to <i>Armour Oil Company</i>	
Street and No. <i>3540 Estudillo St.</i>	
P.O., State and ZIP Code <i>San Diego, CA 92110</i>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$

ALAMEDA COUNTY CC4580
DEPT. OF ENVIRONMENTAL HEALTH
ENVIRONMENTAL PROTECTION DIVISION
1131 HARBOR BAY PKWY., #250
ALAMEDA CA 94502-6577

Is your RETURN ADDRESS completed on the reverse side?

SENDER: <ul style="list-style-type: none"> • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number. • The Return Receipt will show to whom the article was delivered and the date delivered. 		I also wish to receive the following services (for an extra fee): <ol style="list-style-type: none"> <input type="checkbox"/> Addressee's Address <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.
3. Article Addressed to: <i>Armour Oil Co.'s Successor 3540 Estudillo St. San Diego, CA 92110</i>	4a. Article Number <i>P 386 338 393</i>	
	4b. Service Type <ul style="list-style-type: none"> <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Return Receipt for Merchandise 	
5. Signature (Addressee)	7. Date of Delivery	
6. Signature (Agent)	8. Addressee's Address (Only if requested and fee is paid)	

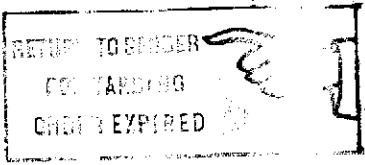
Thank you for using Return Receipt Service.

PS Form 3811, December 1991 *U.S. GPO: 1993-352-714 DOMESTIC RETURN RECEIPT



Handwritten notes and scribbles

1009



*ARMOUR OIL Co. and Successor Corp.
3540 ESTUDILLO ST.
SAN DIEGO, CA 92110*



Alameda County Health Care Services Agency, Department of
Environmental Health, Environmental Protection Division

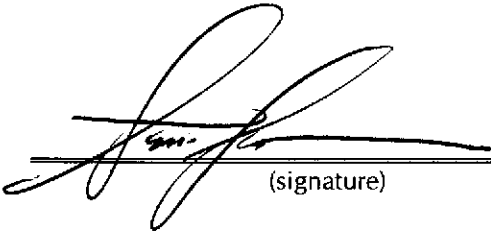
In Re The Properties Known As :)

Proof of Service of
Notice of Pre-Enforcement
Review Panel

)
)
)
Unocal Station #3771)
Armour Oil Station #188)
ARCO Station #90756)
4191 First Street)
Pleasanton, CA)

I Scott Seery, do hereby certify that I served Harry O. Armour dba Armour Oil Company with a copy of the attached Notice of Pre-Enforcement Review Panel to convene on January 24, 1995 by certified mailer #P 386 338 394.

Dated: 12-28-94



(signature)

P 386 338 394



Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

Sender	
Harry O. Armour	
Street No	
dba Armour Oil Co.	
P.O., State and ZIP Code	
3540 Estudillo St.	
Postage	San Diego, CA 92110
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or City	

00. June 1991

ALAMEDA COUNTY CC4580
DEPT. OF ENVIRONMENTAL HEALTH
ENVIRONMENTAL PROTECTION DIVISION
1131 HARBOR BAY PKWY., #250
ALAMEDA CA 94502-6577

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

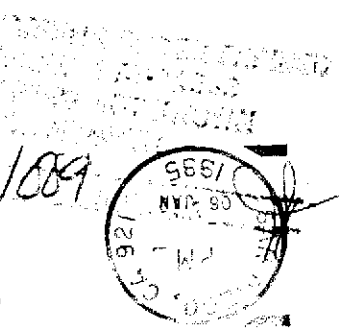
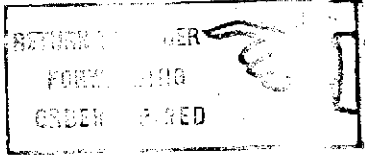
3. Article Addressed to:
Harry O. Armour dba Armour Oil Co. 3540 Estudillo St. San Diego, CA 92110
5. Signature (Addressee)
6. Signature (Agent)

4a. Article Number
P 386 338 394
4b. Service Type
<input type="checkbox"/> Registered <input type="checkbox"/> Insured
<input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD
<input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
7. Date of Delivery
8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1991 *U.S. GPO: 1993-352-714 DOMESTIC RETURN RECEIPT



Thank you for using Return Receipt Service.



HARRY O. ARMOUR
dba ARMOUR OIL COMPANY
3540 ESTUDILLO ST.
SAN DIEGO, CA 92110



Alameda County Health Care Services Agency, Department of
Environmental Health, Environmental Protection Division

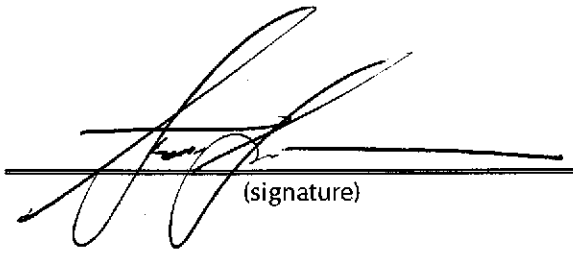
In Re The Properties Known As :)

Proof of Service of
Notice of Pre-Enforcement
Review Panel

)
)
)
Unocal Station #3771)
Armour Oil Station #188)
ARCO Station #90756)
4191 First Street)
Pleasanton, CA)

I Scott Seery, do hereby certify that I served O.B. Armour Company with a
copy of the attached **Notice of Pre-Enforcement Review Panel** to convene on
January 24, 1995 by certified mailer #P 386 338 395.

Dated: 12-28-94


(signature)

P 386 338 395



Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

Sent to <i>O.B. Armour Co.</i>	
Street, No. <i>3540 Estudillo St.</i>	
P.O., State and Zip Code <i>San Diego, CA 92110</i>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	

June 1991

ALAMEDA COUNTY CC4580
 DEPT. OF ENVIRONMENTAL HEALTH
 ENVIRONMENTAL PROTECTION DIVISION
 1131 HARBOR BAY PKWY., #250
 ALAMEDA CA 94502-6577

SENDER: • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number. • The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.
3. Article Addressed to: <i>O.B. Armour Co. 3540 Estudillo St. San Diego, CA 92110</i>	4a. Article Number <i>P 386 338 395</i>	4b. Service Type <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
5. Signature (Addressee)	7. Date of Delivery	
6. Signature (Agent)	8. Addressee's Address (Only if requested and fee is paid)	

Is your RETURN ADDRESS completed on the reverse side?

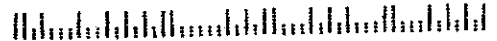
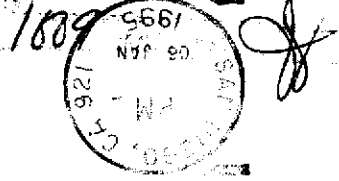
Thank you for using Return Receipt Service.

PS Form 3811, December 1991 *U.S. GPO: 1993-352-714 DOMESTIC RETURN RECEIPT



~~O.B. ARMOUR COMPANY
 3540 ESTUDILLO ST.
 SAN DIEGO, CA 92110~~

RETURN TO SENDER
 FORWARDING
 ORDER EXPIRED



Alameda County Health Care Services Agency, Department of
Environmental Health, Environmental Protection Division

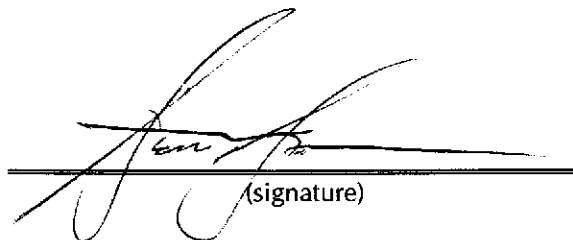
In Re The Properties Known As :)

Proof of Service of
Notice of Pre-Enforcement
Review Panel

)
)
)
Unocal Station #3771)
Armour Oil Station #188)
ARCO Station #90756)
4191 First Street)
Pleasanton, CA)

I Scott Seery, do hereby certify that I served Bob Boust with a copy of the
attached **Notice of Pre-Enforcement Review Panel** to convene on January 24,
1995 by certified mailer #P 386 338 408.

Dated: 12-15-94



(signature)

P 386 338 408



Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

PS Form 3800, June 1991

Sent to Bob Faust	
Street and No.	
P.O., State and ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space goes, not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Bob Faust
Unocal
2000 Crow Gyn Pl., #200
San Ramon, GA 94583

4a. Article Number

P 386 338 408

4b. Service Type

- | | |
|---|---|
| <input type="checkbox"/> Registered | <input type="checkbox"/> Insured |
| <input checked="" type="checkbox"/> Certified | <input type="checkbox"/> COD |
| <input type="checkbox"/> Express Mail | <input type="checkbox"/> Return Receipt for Merchandise |

7. Date of Delivery

DEC 21 1994

5. Signature (Addressee)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Agent)

[Handwritten Signature]

PS Form 3811, December 1991

★U.S. GPO: 1993-352-714

DOMESTIC RETURN RECEIPT

Thank you for using Return Receipt Service.

Alameda County Health Care Services Agency, Department of
Environmental Health, Environmental Protection Division

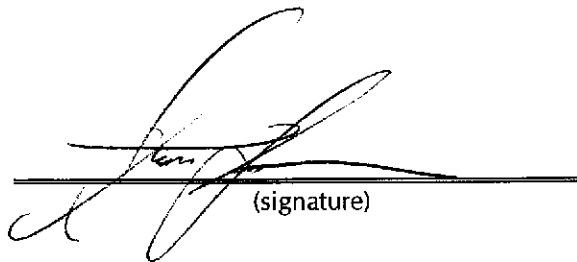
In Re The Properties Known As :)

Proof of Service of
Notice of Pre-Enforcement
Review Panel

)
)
)
Unocal Station #3771)
Armour Oil Station #188)
ARCO Station #90756)
4191 First Street)
Pleasanton, CA)

I Scott Seery, do hereby certify that I served Michael Whelan with a copy of the
attached Notice of Pre-Enforcement Review Panel to convene on January 24,
1995 by certified mailer #P 386 338 409.

Dated: 12-15-94


(signature)

986 338 409



Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

Sent to <i>Michael Whelan</i>	
Street and No.	
P.O., State and ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

PS Form 3800, June 1991

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 ~~and~~ 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit!
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

*Michael Whelan
ARCO Products Co.
P.O. Box 5811
San Mateo, CA 94402*

4a. Article Number
7 386 338 409

4b. Service Type
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

7. Date of Delivery
DEC 2 0 1994

5. Signature (Addressee)

6. Signature (Agent) *RF*

8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

Alameda County Health Care Services Agency, Department of
Environmental Health, Environmental Protection Division

In Re The Properties Known As :)

)

)

Unocal Station #3771)

Armour Oil Station #188)

ARCO Station #90756)

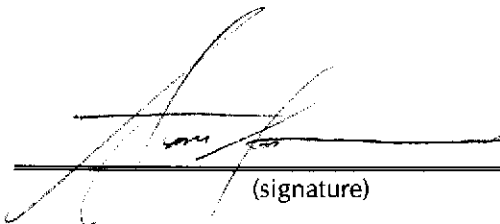
4191 First Street)

Pleasanton, CA)

Proof of Service of
Notice of Pre-Enforcement
Review Panel

I Scott Seery, do hereby certify that I served Harry O. Armour with a copy of the
attached **Notice of Pre-Enforcement Review Panel** to convene on January 24,
1995 by certified mailer #P 386 338 410.

Dated: 12-15-94



(signature)

P 386 338 410



Receipt for Certified Mail

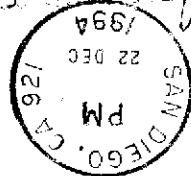
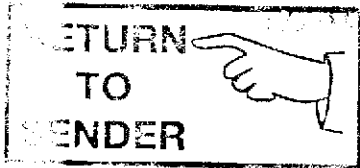
No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

Sent to <i>Harry O. Armour</i>	
Street and No.	
P.O., State and ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$

June 1991

ALAMEDA COUNTY CC4580
DEPT. OF ENVIRONMENTAL HEALTH
ENVIRONMENTAL PROTECTION DIVISION
1131 HARBOR BAY PKWY., #250
ALAMEDA CA 94502-6577

*Re-issu
12/22/94*



Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

*Consult postmaster for fee.

3. Article Addressed to:
*Harry O. Armour
c/o O.B. Armour Co.
3940 Estudillo St.
San Diego, CA 92110*

4a. Article Number
P 386 338 410

4b. Service Type

Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

7. Date of Delivery

5. Signature (Addressee)

6. Signature (Agent)

8. Addressee's Address (Only if requested and fee is paid)

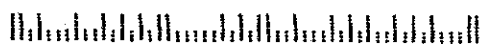
Thank you for using Return Receipt Service.

PS Form 3811, December 1991 *U.S. GPO: 1993-352-714 DOMESTIC RETURN RECEIPT



ALCO...
HAZMAT...
94 DEC 28 PM 1:17

*Harry O. Armour
c/o O.B. Armour Company
3940 Estudillo Street
San Diego, CA 92110*



Alameda County Health Care Services Agency, Department of
Environmental Health, Environmental Protection Division

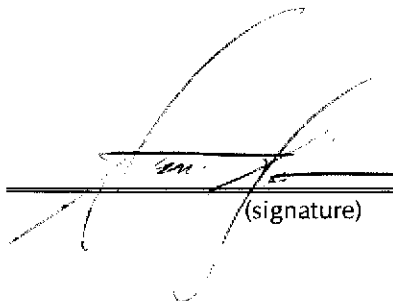
In Re The Properties Known As :)

Proof of Service of
Notice of Pre-Enforcement
Review Panel

)
)
)
Unocal Station #3771)
Armour Oil Station #188)
ARCO Station #90756)
4191 First Street)
Pleasanton, CA)

I Scott Seery, do hereby certify that I served Harry O. Armour dba Armour Oil
Company with a copy of the attached Notice of Pre-Enforcement Review Panel to
convene on January 24, 1995 by certified mailer #P 386 338 412.

Dated: 12-15-94



(signature)

P 386 338 412



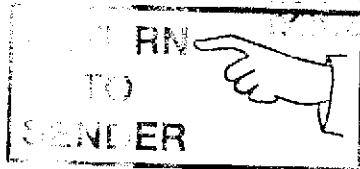
Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

Sent to: <i>Harry O. Armour</i>	
Street: <i>Armour Oil Company</i>	
P.O., State and ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$

00, June 1991

ALAMEDA COUNTY CC4580
DEPT. OF ENVIRONMENTAL HEALTH
ENVIRONMENTAL PROTECTION DIVISION
1131 HARBOR BAY PKWY., #250
ALAMEDA CA 94502-6577



Is your RETURN ADDRESS completed on the reverse side?

SOS

SENDER: • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number. • The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.
3. Article Addressed to: <i>Harry O. Armour dba Armour Oil Company 3940 Estudillo St. San Diego, CA 92110</i>	4a. Article Number <i>P. 386 338 412</i>	
5. Signature (Addressee)	4b. Service Type <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	
6. Signature (Agent)	7. Date of Delivery	
PS Form 3811, December 1991 *U.S. GPO: 1993-352-714		8. Addressee's Address (Only if requested and fee is paid)

DOMESTIC RETURN RECEIPT

Thank you for using Return Receipt Service.



*Harry O. Armour
dba Armour Oil Company
3940 Estudillo Street
San Diego, CA 92110*

94 DEC 27 PM 3:12



Alameda County Health Care Services Agency, Department of
Environmental Health, Environmental Protection Division

In Re The Properties Known As :)

Proof of Service of
Notice of Pre-Enforcement
Review Panel

Unocal Station #3771)

Armour Oil Station #188)

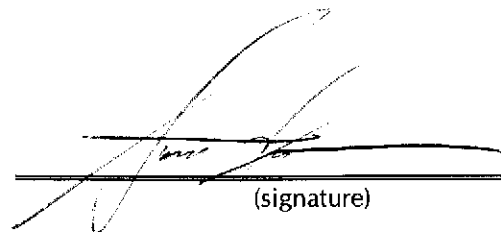
ARCO Station #90756)

4191 First Street)

Pleasanton, CA)

I Scott Seery, do hereby certify that I served Armour Oil Company and Successor Corporations with a copy of the attached Notice of Pre-Enforcement Review Panel to convene on January 24, 1995 by certified mailer #P 386 338 413.

Dated: 12-15-94



(signature)

P 386 338 413



Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

Sent	<i>Armar Oil Co.</i>	
Street	<i>and Successor Corps.</i>	
P.O., State and ZIP Code		
Postage		\$
Certified Fee		
Special Delivery Fee		
Restricted Delivery Fee		
Return Receipt Showing to Whom & Date Delivered		
Return Receipt Showing to Whom, Date, and Addressee's Address		
TOTAL Postage & Fees		\$

June 1991

ALAMEDA COUNTY CC4580
DEPT. OF ENVIRONMENTAL HEALTH
ENVIRONMENTAL PROTECTION DIVISION
1131 HARBOR BAY PKWY., #250
ALAMEDA CA 94502-6577

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
*Armar Oil Co. and
Successor Corps
3940 Estudillo St.
San Diego, CA 92110*

4a. Article Number
P 386 338 413

4b. Service Type
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

7. Date of Delivery

5. Signature (Addressee)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Agent)

PS Form 3811, December 1991 *U.S. GPO: 1993-352-714 DOMESTIC RETURN RECEIPT

Thank you for using Return Receipt Service.



*Armar Oil Co. and Successor
3940 Estudillo Street
San Diego, CA 92110*

91 DEC 27 PM 3:12
H2121AT



Alameda County Health Care Services Agency, Department of
Environmental Health, Environmental Protection Division

In Re The Properties Known As :)

Proof of Service of
Notice of Pre-Enforcement
Review Panel

Unocal Station #3771)

Armour Oil Station #188)

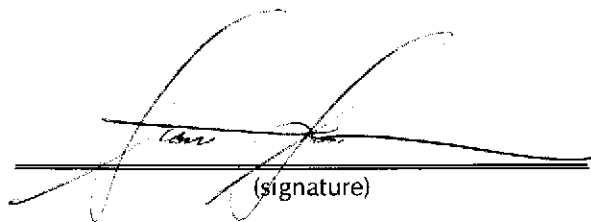
ARCO Station #90756)

4191 First Street)

Pleasanton, CA)

I Scott Seery, do hereby certify that I served O.B. Armour Company with a
copy of the attached **Notice of Pre-Enforcement Review Panel** to convene on
January 24, 1995 by certified mailer #P 386 338 414.

Dated: 12-15-94


(signature)

P 386 338 414



Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

Sent to <i>O.B. Armour Company</i>	
Street and No	
P.O., State and ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

100, June 1991

ALAMEDA COUNTY CC4580
 DEPT. OF ENVIRONMENTAL HEALTH
 ENVIRONMENTAL PROTECTION DIVISION
 1131 HARBOR BAY PKWY., #250
 ALAMEDA CA 94502-6577

is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

*O.B. Armour Co.
 3940 Estudillo St.
 San Diego, CA 92110*

4a. Article Number

P 386 338 414

4b. Service Type

- Registered Insured
- Certified COD
- Express Mail Return Receipt for Merchandise

7. Date of Delivery

5. Signature (Addressee)

6. Signature (Agent)

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1991 U.S. GPO: 1983-352-714

DOMESTIC RETURN RECEIPT

Thank you for using Return Receipt Service.

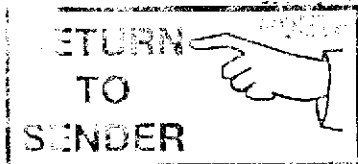
CERTIFIED

P 386 338 414

MAIL

54 DEC 27 PM 3:12

FROM MAILER TO BE EXEMPTED
 FROM RETURN ADDRESS
 X RETURN TO ADDRESSEE
 RETURN TO SENDER



*O.B. Armour Company
 3940 Estudillo Street
 San Diego, CA 92110*



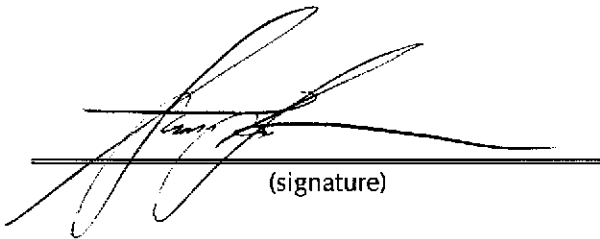
Alameda County Health Care Services Agency, Department of
Environmental Health, Environmental Protection Division

In Re The Properties Known As :)

Proof of Service of
Notice of Pre-Enforcement
Review Panel

)
)
)
Unocal Station #3771)
Armour Oil Station #188)
ARCO Station #90756)
4191 First Street)
Pleasanton, CA)

I Scott Seery, do hereby certify that I served Balboa Associates with a
copy of the attached **Notice of Pre-Enforcement Review Panel** to convene on
January 24, 1995 by certified mailer #P 386 338 415.

Dated: 12-15-94 
(signature)

PS Form 3800, June 1991



Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

PS Form 3800, June 1991

Sent to <i>Balboa Assoc.</i>	
Street and No.	
P.O., State and ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Balboa Assoc.
P.O. Box 85302
San Diego, CA 92186

4a. Article Number
P 386 338 415

4b. Service Type

<input type="checkbox"/> Registered	<input type="checkbox"/> Insured
<input checked="" type="checkbox"/> Certified	<input type="checkbox"/> COD
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Return Receipt for Merchandise

7. Date of Delivery
DEC 22 1994

5. Signature (Addressee)
[Signature]

6. Signature (Agent)

8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

Alameda County Health Care Services Agency, Department of
Environmental Health, Environmental Protection Division

In Re The Properties Known As :)

Proof of Service of
Notice of Pre-Enforcement
Review Panel

)
)
)
Unocal Station #3771)
Armour Oil Station #188)
ARCO Station #90756)
4191 First Street)
Pleasanton, CA)

I Scott Seery, do hereby certify that I served Harry O. Armour dba O.B. Armour
Company with a copy of the attached Notice of Pre-Enforcement Review Panel to
convene on January 24, 1995 by certified mailer #P 386 338 416.

Dated: 12-15-94



(signature)

P 386 338 416



Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

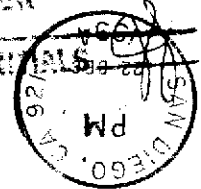
Sent to	
Harry O. Armour	
Street and No.	
O. B. Armour Co.	
P.O., State and ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$

June 1991

ALAMEDA COUNTY CC4580
DEPT. OF ENVIRONMENTAL HEALTH
ENVIRONMENTAL PROTECTION DIVISION
1131 HARBOR BAY PKWY., #250
ALAMEDA CA 94502-6577

RETURN TO SENDER

FORWARDING ORDER EXPIRES
INSUFFICIENT ADDRESS
ATTEMPTED NOT KNOWN
NO SUCH NUMBER



SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to: Harry O. Armour dba O. B. Armour Co. 3940 Estudillo St. San Diego, CA 92110	4a. Article Number P 386 338 416
5. Signature (Addressee)	4b. Service Type <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
6. Signature (Agent)	7. Date of Delivery
	8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1991 *U.S. GPO: 1989-352-714 DOMESTIC RETURN RECEIPT

CERTIFIED
P 386 338 416
MAIL

Harry O. Armour
dba O. B. Armour Company
3940 Estudillo Street
San Diego, CA 92110

54 DEC 27 PM 3:12

Thank you for using Return Receipt Service.

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

DAVID J. KEARS, Agency Director



RAFAT A. SHAHID, Assistant Agency Director

STID 5017

November 14, 1994

Harry O. Armour
O.B. Armour Company
3940 Estudillo Street
San Diego, CA 92110

ALAMEDA COUNTY CC4580
DEPT. OF ENVIRONMENTAL HEALTH
ENVIRONMENTAL PROTECTION DIVISION
1131 HARBOR BAY PKWY., #250
ALAMEDA CA 94502-6577

RE: (FORMER) SAN DIEGO ARMOUR OIL COMPANY STATION, 4191 FIRST STREET, PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

Dear Mr. Armour:

This office is attempting to identify responsible parties (RP) for the continued assessment and potential remediation of the referenced site pursuant to the provisions of Article 11, *Corrective Action Requirements*, Title 23, California Code of Regulations. Armour Oil Company was the reported owner of the property and underground storage tanks (UST) at this site until the ownership transfer recorded February 8, 1988. Our records show that the site operated as a *Gas-N-Save* station until the early 1980's. Our records further indicate that this site subsequently operated as an ARCO station through 1987.

Several unauthorized releases were reported at the subject site between 1982 and 1985, several of which required the response of the Pleasanton Fire Department to abate. As owner of the site and USTs during this period of time, Armour Oil Company is considered a RP pursuant to the regulations. Review of the case file indicates you were personally affiliated with Armour Oil Company and this site, as both your name and signature appear in several site-specific documents (e.g, UST registration forms, etc.), as does the name "O.B. Armour."

This office requests the submittal of any information which would elucidate issues associated with the current status of Armour Oil Company, the extent of your and O.B. Armour's affiliation with same, and the arrangement between Armour Oil and ARCO Products Companies in operation of the site during the 1980's, including, but not necessarily limited to, the following:

- 1) Indicate the current status of Armour Oil Company. Provide background or other documents substantiating this reported status
- 2) Indicate your and O.B. Armour's affiliation with Armour Oil Company, including your specific job titles and responsibilities

Mr. Harry Armour
RE: 4191 First St., Pleasanton
November 14, 1994
Page 2 of 2

- 3) Indicate the connection between Armour Oil Company and O.B. Armour Company
- 4) Provide copies of the specific contract(s), including effective contract dates, conditions, and scope, etc., between Armour Oil and ARCO Products Companies for the operation of the site
- 5) Indicate whether ARCO credit cards were accepted at any time by the station operators during ARCO's affiliation with the site, and whether applications for ARCO credit cards were provided or accepted by the station operators at any time during ARCO's affiliation with the site
- 6) Indicate whether ARCO issued an operation manual or other, similar procedural guidelines while affiliated with the site

Please submit the requested and any related information to this office within the next 30 days, to the letterhead address. Should you have any questions, please contact the undersigned at 510/567-6783, or -6700.

Sincerely,



Scott O. Seery, CHMM
Senior Hazardous Materials Specialist

cc: Rafat A. Shahid, Agency Director
Gil Jensen, Alameda County District Attorney's Office
Kevin Graves, RWQCB
Bill Halvorsen, Pleasanton Fire Department, Station 1
Bob Boust, Unocal

ALAMEDA COUNTY
HEALTH CARE SERVICES



AGENCY

DAVID J. KEARS, Agency Director

RAFAT A. SHAHID, Assistant Agency Director

STID 5017

November 14, 1994

Mr. Bob Boust
Unocal Corporation
2000 Crow Canyon Place, Ste. 200
San Ramon, CA 94583

ALAMEDA COUNTY CC4580
DEPT. OF ENVIRONMENTAL HEALTH
ENVIRONMENTAL PROTECTION DIVISION
1131 HARBOR BAY PKWY., #250
ALAMEDA CA 94502-6577

RE: UNOCAL SERVICE STATION #3771, 4191 FIRST STREET, PLEASANTON

Dear Mr. Boust:

Attached please find a copy of what appears to be the bulk of the Applied GeoSystem (AGS) report (AGS 87086-3) documenting the installation and sampling of three (3) on-site monitoring wells. This report was located by Mr. John Lane of RESNA in computer archives maintained in their Fremont office. You may recall that RESNA purchased AGS several years ago, hence the availability of these records.

As I indicated in my phone message to you today, this report, however incomplete, documents the apparent severity of the release at this site. ~~Equal~~ **contaminants in concentrations as high as 390 parts per million (ppm) of total petroleum hydrocarbons characterized as gasoline (TPH-G) were discovered in soil encountered as deep as 55 feet below grade (BG). Water sampled from the completed wells exhibited up to 24,000 parts per billion (ppb) of TPH-G and 2600 ppb benzene.**

Ground water elevations in the subject wells are comparable to reported well screen intervals and water elevations of nearby (apparent) municipal or domestic wells cataloged by the Alameda County Flood Control and Water Conservation District, Zone 7. This site is clearly located in a potentially sensitive area.

Assessment must resume forthwith at this site. Therefore, please arrange to have your environmental consultant(s) mobilize to determine the current condition of the monitoring wells, and redevelop them as needed. Wells are to be surveyed to an established benchmark to an accuracy of 0.01 foot, with values converted to elevations relative to mean sea level (MSL). Water elevation measurements and purging/sampling shall occur no sooner than 24 hours following development, where applicable.

You should begin the development of a soil and water investigation (SWI) and corrective action plan (CAP), pursuant to provisions of Article 11, Title 23, California Code of Regulations, at this time. Because of the unfortunate time lapse in completing this work, continued assessment of the site will require an accelerated schedule of implementation for each task.

Mr. Bob Boust
RE: 4191 First St., Pleasanton
November 15, 1994
Page 2 of 2

Please plan to schedule the field work cited above within the next 2-3 weeks, or sooner if possible. You may contact me at 510/567-6783, or -6700, should you have any questions.

Sincerely,



Scott O. Seery, CHMM
Senior Hazardous Materials Specialist

attachment

cc: Rafat A. Shahid, Agency Director
Gil Jensen, Alameda County District Attorney's Office
Kevin Graves, RWQCB
Craig Mayfield, Zone 7
Bill Halvorsen, Pleasanton Fire Department, Station 1
Michael Whelan, ARCO Products Company

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

DAVID J. KEARS, Agency Director



RAFAT A. SHAHID, Assistant Agency Director

STID 5017

November 11, 1994

DEPARTMENT OF ENVIRONMENTAL HEALTH
Hazardous Materials Division
80 Swan Way, Rm. 200
Oakland, CA 94621
(510) 271-4320

Mr. Michael Whelan
ARCO Products Company
P.O. Box 5811
San Mateo, CA 94402

RE: UNOCAL SERVICE STATION #3771, 4191 FIRST STREET, PLEASANTON

Dear Mr. Whelan:

I am in receipt of your correspondence dated October 27, 1994. Your letter explains that ARCO's research of the subject site revealed that the subject facility was an ARCO contract dealer account (CDA). You report that San Diego Armour Oil Company (SDAOC) reportedly signed an ARCO Petroleum Products Company (APPC) "38-A" contract. A copy of the reported contract record between ARCO Products Company and SDAOC for the time frame spanning October 16, 1984 to November 1, 1987 was attached to your correspondence. You indicate that under a CDA arrangement, ARCO simply maintained a product supply contract and "allowed" the dealer to place ARCO signs at the facility.

Your letter concludes by indicating that, because ARCO had no ownership or leasehold interest in the subject site, nor in the tanks, ARCO's affiliation with the site would not be such that ARCO would meet any of the four responsible party (RP) criteria pursuant to Section 2720 of Article 11, Title 23, California Code of Regulations. ARCO consequently requests Alameda County remove them from the list of named RPs for this site.

As we discussed yesterday and during a previous conversation, records made available to this office by the Pleasanton Fire Department indicate that there was an apparent ARCO affiliation at the site which predates the reported contract initiation date between ARCO and SDAOC. To illustrate this point, records of unauthorized releases at the site were provided to you under cover dated November 1, 1994. You will likely recall from your review of these data that five unauthorized releases were reported at the site between 1982 and 1985. This facility was identified as an ARCO station during three of the five reported events, one of which, occurring February 20, 1984, predates ARCO's apparent contract with SDAOC by approximately 8 months.

Mr. Whelan
RE: 4191 First St., Pleasanton
November 10, 1994
Page 2 of 2

As we discussed yesterday, Hazardous Materials Business Plan (HMMP) records from the Pleasanton Fire Department files indicate the site was, again, identified as an ARCO station prior to the reported SDAOC contract initiation date. Hence, this office is unclear just what the arrangement was between ARCO and SDAOC during and prior to the reported CDA contract dates. Copies of the cited HMMP records are attached to this letter for your information.

In order to aid this department in appropriately evaluating ARCO's request for removal from the RP list for this site, we request the submittal of the following information:

- 1) A copy of the specific, complete contract(s) between ARCO and SDAOC for the entire period during which ARCO had any affiliation with the subject site
- 2) Did ARCO issue an operations manual or other, similar procedural guidelines while affiliated with the site?
- 3) Were ARCO credit cards accepted at any time by the station operators during ARCO's affiliation with the site? Were applications for ARCO credit cards provided or accepted by the station operators at any time during ARCO's affiliation with the site?

Please submit the requested information as soon as it is made available to you, preferably within the next 30 days. I may be reached at 510/567-6783, or -6700, should you have any questions.

Sincerely,



Scott O. Seery, CHMM
Senior Hazardous Materials Specialist

attachment

cc: Rafat A. Shahid, Agency Director
Gil Jensen, Alameda County District Attorney's Office
Kevin Graves, RWQCB
Bill Halvorsen, Pleasanton Fire Department, Station 1
Bob Boust, Unocal



ALSO
HAZMAT
94 NOV 14 PM 4:25

TRANSMITTAL

1710 Main Street
Escalon, California 95320

To: Mr. Scott Seery
Alameda County Environmental
Health Department
Environmental Protection Division
1131 Harbor Bay Parkway, Room 250
Alameda, CA 94502

Date: November 9, 1994
Project No: NA
Subject: Archived Summary Report Text
4191 First Street
Pleasanton, California

From: John Lane *John Lane*
Title: Project Geologist

WE ARE SENDING YOU Attached Via Regular Mail the following items:

- Shop drawings
- Prints
- Report Text
- Specifications
- Letters
- Change Orders
- _____

COPIES	DATE	DESCRIPTION
1 /	November 9, 1994	<u>Applied Geosystems Report No. 87086-3, Armour Oil Company Service Station No. 188, First and Roy Streets, Pleasanton, CA</u>

THESE ARE TRANSMITTED as checked below:

- For review and comment
- Approved as submitted
- Resubmit ___ copies for approval
- As requested
- Approved as noted
- Submit ___ copies for distribution
- For approval
- Return for corrections
- Return ___ corrected prints
- For your files
- _____

REMARKS: Enclosed is text of the requested report. Please keep in mind that the report was retrieved from RESNA's computer archives. The hard copy is not readily available. The archived text may or may not represent the finalized copy of the report. Please call me if I can be of further assistance.

ALAMEDA COUNTY HEALTH CARE SERVICES - ENVIRONMENTAL PROTECTION

MEMORANDUM

DATE: November 1, 1994

TO: Gil Jensen, Alameda County District Attorney's Office

FROM: Scott Seery ^{SOS}

SUBJ: Unocal service station #3771, 4191 First Street, Pleasanton

The topic of this memo pertains to the appropriate naming of responsible parties per Section 2720, Article 11, Title 23, when a major oil company has a "contract dealer account" for a given site. I have attached a copy of correspondence recently received from ARCO's Michael Whelan regarding such a situation.

The LOP took over this case from the city of Pleasanton. The site was reportedly owned by Armour Oil Company of San Diego until sale of the site to Unocal in May 1988. The city's records document a number of reportable releases occurring at the site during the early to mid 1980s, several of which required emergency response.

The site was identified by the Pleasanton Fire Department as an "ARCO station" during those responses occurring in 1984 and 1985. Mr. Whelan argues that, because this was only an ARCO contract dealer, and that ARCO neither owned the site nor tanks, and did not own the site, ARCO should not be a RP. It is interesting to note that, according to the attached letter, the facility operator was "...allowed to place ARCO signs at the facility." I have to believe that by "allowing" this to occur, ARCO placed some additional control over the site by way of contract conditions, etc. In a subsequent phone conversation, Mr. Whelan lamented that, unfortunately, a copy of the specific contract could not be located.

As an additional note, I mentioned to Mr. Whelan that the city's records indicate the site was identified as an ARCO station during a release response 8 months prior to the earliest date on the purported contract with Armour (see attached). I inquired whether there had been a previous contract not reflected in the data submitted with his recent letter. He wasn't able to respond, but asked to receive these records, which I will be sending out tomorrow.

Would you please advise me whether ARCO is an RP?

c: TP



STID 5017

ALAMEDA COUNTY ENVIRONMENTAL HEALTH
Hazardous Materials Division
Hayward Way, Rm. 200
Oakland, CA 94621
(510) 271-4320

November 1, 1994

Mr. Michael Whelan
ARCO Products Company
P.O. Box 5811
San Mateo, CA 94402

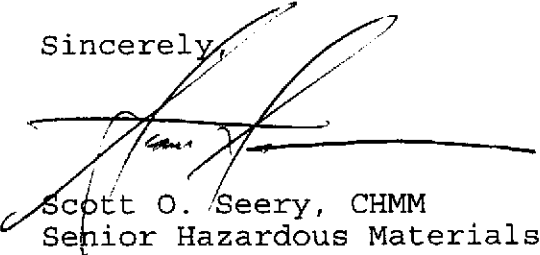
RE: UNOCAL SERVICE STATION #3771, 4191 FIRST STREET, PLEASANTON

Dear Mr. Whelan:

As we discussed today, please find attached a copy of a data package sent previously by the Pleasanton Fire Department to Bob Perez of Bob Perez Adjusters, Inc. This package presents information regarding all the releases known at the time which occurred at the site during the early to mid 1980s. **Please note that at least one release occurred prior to the reported date of the contract between ARCO and Armour Oil Company, yet the site was already identified as an ARCO station.**

Please contact me at 510/567-6783, or -6700, when you have had the chance to look into this issue.

Sincerely,



Scott O. Seery, CHMM
Senior Hazardous Materials Specialist

attachments

cc: Rafat A. Shahid, Agency Director
Gil Jensen, Alameda County District Attorney's Office
Scott Deaver, Pleasanton Fire Department, Station 1
Bob Boust, Unocal

ARCO Products Comp
2000 Alameda de las Pulgas
Mailing Address: Box 5811
San Mateo, California 94402
Telephone 415 571 2400



HAZMAT

94 OCT 28 PM 3:12

October 27, 1994

Mr. Scott O. Seery
Alameda County Health Care Services Agency
Environmental Protection Division
1131 Harbor Bay Parkway, Suite #250
Alameda, CA 94502-6577

Re: Unocal facility #3771, 4191 First Street, Pleasanton, California.

Dear Mr. Seery:

This letter is in response to your correspondence dated October 20, 1994 concerning the above-referenced facility. In your letter you state that ARCO Products Company (ARCO) has been named as a responsible party at this site since ARCO allegedly operated a service station at this location during the 1980's. You mention that at least three unauthorized releases were reported. Based on this, you requested that ARCO submit any environmental documents or reports concerning this site. The following is ARCO's response to your letter.

ARCO's research of this facility indicates that it was an ARCO contract dealer account (CDA) from October 1984 to November 1987. ARCO's records indicate that San Diego Armour Oil Company signed an ARCO Petroleum Products Company (APPC) "38-A" contract (contract record attached). The facility was assigned a facility number of #90756. An APPC "38-A" contract was a standard contract used for ARCO CDAs. A CDA is a facility where ARCO maintained a supply contract with the operator of the site to provide that operator with ARCO gasoline. As such, ARCO had no leasehold or ownership interest in the site. This means that ARCO: 1) did not own or lease the property, 2) did not own or operate the tanks at this facility and, 3) did not operate the facility itself. ARCO simply arranged to have ARCO gasoline delivered to the contract dealer. As a CDA, the facility operator was allowed to place ARCO signs at the facility. Therefore, according to Article 11, Title 23, Section 2720, of the California Code of Regulations, ARCO does not meet any of the four criteria of a "responsible party".

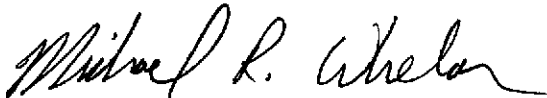
Based on review of our files, ARCO does not have any knowledge or documents pertaining to soil borings, monitoring wells or unauthorized release reports that you reference in your letter. Since ARCO never operated, leased, or owned the tanks or property, it is probable that the unauthorized releases were reported by San Diego Armour Oil Company or another party.

Mr. Scott O. Seery
October 27, 1994
page 2

Based on the above information, ARCO should not be listed as a responsible party. Therefore, **ARCO requests that the Alameda County Health Care Services Agency (ACHCSA) promptly remove ARCO as a responsible party at this site. Because ARCO is not a responsible party, ARCO should not be invoiced by the ACHCSA local oversight program (LOP) for any time spent to date or in the future on this site.**

Please let me know how you are going to resolve this issue. If you have any questions, please contact me at (415) 571-2449.

Sincerely,



Michael R. Whelan
Environmental Engineer

Attachment: San Diego Armour Oil Company Contract Record.

cc: Rafat A. Shahid, Agency Director
Tom Peacock, ACDEH LOP
Gil Jensen, Alameda County District Attorney's Office
Kevin Graves, RWQCB
Scott Deaver, Pleasanton Fire Department, Station 1
Bob Boust, Unocal

GALLONAGE AND

CONTRACT RECORD

RD 138 REV. 1/68

STREET AND TOWN 4191 First Street, Pleasanton, CA 94566				BULK PLANT			S.S. NO. 90756	
BASE LEASE EXPIRES	CONSTRUCTION STARTED	CONSTRUCTION COMPL.	D & S GALLONAGE	MARKET SURVEY	MINIMUM DELIVERY		ZONE NO.	

NAME OF DEALER	CONTRACT			RENTAL				INSURANCE NUMBER	TRAILERS
	TYPE	EFFECTIVE	EXPIRES	PER GAL. 1ST GALS.	1ST GALS.	PER GAL. ALL ADL.	PARA #2 VIOLATION		
1 San Diego Armour Oil	APPC	10-16-84	11-1-87						
2 Company #1	38-A								
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									

24 HOURS OPERATING HOURS							HOME HOLIDAY HOURS CLOSED		
FROM		TO					THANKSGIVING	CHRISTMAS	NEW YEARS
MON.	TUE.	WED.	THUR.	FRI.	SAT.	SUN.			

REMARKS

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

DAVID J. KEARS, Agency Director



RAFAT A. SHAHID, Assistant Agency Director

STID 5017

October 20, 1994

DEPARTMENT OF ENVIRONMENTAL HEALTH
Hazardous Materials Division
80 Swan Way, Rm. 200
Oakland, CA 94621
(510) 271-4320

Mr. Michael Whelan
ARCO Products Company
P.O. Box 5811
San Mateo, CA 94402

RE: UNOCAL SERVICE STATION #3771, 4191 FIRST STREET, PLEASANTON

Dear Mr. Whelan:

As you have become aware, ARCO Products Company has been named as a responsible party with respect to the unauthorized releases at the referenced site, pursuant to provisions set forth under Article 11, Title 23, California Code of Regulations. Our records show that this site was operated as an ARCO station during the 1980's. During ARCO's tenure at the site, at least three unauthorized releases were reported.

Applied GeoSystems (AGS) performed several phases of environmental investigation at the site beginning in 1987, first under contract with Unocal, followed by work contracted by Armour Oil Company of San Diego, the reported owner of the site at that time. The underground storage tank (UST) system was replaced prior to Unocal's purchase of the site in 1988.

This office is aware that several soil borings were advanced by AGS. We are also aware that one or more ground water monitoring wells are present at the site. Unfortunately, neither this agency, the city of Pleasanton, the San Francisco Bay Regional Water Quality Control Board (RWQCB), nor Unocal are in receipt of any reports since the submittal of the October 22, 1987 AGS work plan which proposes the referenced well installations.

Armour Oil Company is reportedly defunct since filing for bankruptcy some years ago. Therefore, we are requesting that ARCO research their files for any reports or other viable technical documents which may supplement the current case file. Should any pertinent documents be discovered, we request copies of these be sent to this office within 30 days, as we are attempting to quickly get this project on track and minimize the potential for having to repeat work which may already have been completed.

Mr. Michael Whelan
RE: 4191 First Street, Pleasanton
October 20, 1994
Page 2 of 2

Please contact me at 510/567-6783, or -6700, should you care to discuss this issue.

Sincerely,



Scott O. Seery, CHMM
Senior Hazardous Materials Specialist

cc: Rafat A. Shahid, Agency Director
Tom Peacock, ACDEH LOP
Gil Jensen, Alameda County District Attorney's Office
Kevin Graves, RWQCB
Scott Deaver, Pleasanton Fire Department, Station 1
Bob Boust, Unocal

UNOCAL 76

October 18, 1994

Pleasanton Fire Department
4444 Railroad Avenue
P.O. Box 520
Pleasanton, CA 94566-0802
Attn: Dorothy-Hazmat Department

RE: UNOCAL SERVICE STATION # 7376
4191 FIRST STREET @ RAY
PLEASANTON, CA 94566

Dear Dorothy:


Enclosed, please find a completed Underground Storage Tank Unauthorized Release Report (URR) for the above referenced Unocal service station.

Petroleum hydrocarbon contamination was detected at this site during a island, piping and tank top excavation project on September 9, 1994. During a recent audit of our compliance files, it was determined that a URR had not been filed with your office. We apologize for the delay in submitting this report.

Unocal CERT Manager, Mr. Ron Bock will assign a project professional to further investigate this case. Ron can be reached as follows:

Mr. Ron Bock
Unocal CERT Department
2000 Crow Canyon Place, Suite 400
San Ramon, California 94583
(510) 277-2303

Your cooperation and assistance regarding this matter is appreciated. Should you have any questions, please call me at (714) 572-7653.

Sincerely,

Lynda S. Chalom
Leak Reporting Coordinator

LSC/lc

Enclosures

cc: G. Abramo - T.M.
R.E. Bock
R. Branchini - Unocal Dealer
J.M. Tyson
Leak Reporting File

- UNDERGROUND STORAGE TANK UNAUTHORIZED RELEASE (LEAK) / CONTAMINATION SITE REPORT

EMERGENCY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	HAS STATE OFFICE OF EMERGENCY SERVICES REPORT BEEN FILED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	FOR LOCAL AGENCY USE ONLY I HEREBY CERTIFY THAT I HAVE DISTRIBUTED THIS INFORMATION ACCORDING TO THE DISTRIBUTION SHOWN ON THE INSTRUCTION SHEET ON THE BACK PAGE OF THIS FORM. SIGNED: _____ DATE: _____
REPORT DATE 1 0 1 7 9 4	CASE # 004712	

REPORTED BY	NAME OF INDIVIDUAL FILING REPORT Lynda S. Chalom	PHONE (714) 572-7653	SIGNATURE <i>Lynda S Chalom</i>	
	REPRESENTING <input checked="" type="checkbox"/> OWNER/OPERATOR <input type="checkbox"/> REGIONAL BOARD <input type="checkbox"/> LOCAL AGENCY <input type="checkbox"/> OTHER	COMPANY OR AGENCY NAME Unocal Corporation		
	ADDRESS 2929 Imperial Hwy, Room 2134 Brea, California 92621			

RESPONSIBLE PARTY	NAME Unocal Corporation <input type="checkbox"/> UNKNOWN	CONTACT PERSON Ron Bock	PHONE (510) 277-2303
	ADDRESS 2000 Crow Canyon Place, Suite 400 San Ramon, California 94583		

SITE LOCATION	FACILITY NAME (IF APPLICABLE) Unocal Service Station #7376	OPERATOR Rich Branchini	PHONE (510) 462-8130	
	ADDRESS 4191 First Street Pleasanton, California 94566			
	CROSS STREET Ray			

IMPLEMENTING AGENCIES	LOCAL AGENCY AGENCY NAME Pleasanton Fire Dept	CONTACT PERSON Dorothy-Hazmat Dept	PHONE (510) 484-8114
	REGIONAL BOARD		PHONE ()

SUBSTANCES INVOLVED	(1) NAME Petroleum Hydrocarbons (Gasoline/Waste-oil)	QUANTITY LOST (GALLONS) <input checked="" type="checkbox"/> UNKNOWN
	(2)	

DISCOVERY/ABATEMENT	DATE DISCOVERED 0 9 0 9 9 4	HOW DISCOVERED <input type="checkbox"/> TANK TEST <input type="checkbox"/> TANK REMOVAL <input checked="" type="checkbox"/> OTHER Soil Sampling/Field Screening	INVENTORY CONTROL <input type="checkbox"/> SUBSURFACE MONITORING <input type="checkbox"/> NUISANCE CONDITIONS <input type="checkbox"/>
	DATE DISCHARGE BEGAN <input checked="" type="checkbox"/> UNKNOWN	METHOD USED TO STOP DISCHARGE (CHECK ALL THAT APPLY) <input type="checkbox"/> REMOVE CONTENTS <input type="checkbox"/> CLOSE TANK & REMOVE <input type="checkbox"/> REPAIR PIPING	
	HAS DISCHARGE BEEN STOPPED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, DATE 0 9 0 9 9 4	<input type="checkbox"/> REPAIR TANK <input type="checkbox"/> CLOSE TANK & FILL IN PLACE <input type="checkbox"/> CHANGE PROCEDURE	

SOURCE/ CAUSE	SOURCE OF DISCHARGE <input type="checkbox"/> TANK LEAK <input checked="" type="checkbox"/> UNKNOWN <input type="checkbox"/> PIPING LEAK <input type="checkbox"/> OTHER	CAUSE(S) <input type="checkbox"/> OVERFILL <input type="checkbox"/> RUPTURE/FAILURE <input type="checkbox"/> SPILL <input type="checkbox"/> CORROSION <input checked="" type="checkbox"/> UNKNOWN <input type="checkbox"/> OTHER
	Install double wall pipe and Tank Monitoring	

CASE TYPE	CHECK ONE ONLY <input checked="" type="checkbox"/> UNDETERMINED <input type="checkbox"/> SOIL ONLY <input type="checkbox"/> GROUNDWATER <input type="checkbox"/> DRINKING WATER - (CHECK ONLY IF WATER WELLS HAVE ACTUALLY BEEN AFFECTED)
-----------	--

CURRENT STATUS	CHECK ONE ONLY <input checked="" type="checkbox"/> NO ACTION TAKEN <input type="checkbox"/> PRELIMINARY SITE ASSESSMENT WORKPLAN SUBMITTED <input type="checkbox"/> POLLUTION CHARACTERIZATION <input type="checkbox"/> LEAK BEING CONFIRMED <input type="checkbox"/> PRELIMINARY SITE ASSESSMENT UNDERWAY <input type="checkbox"/> POST CLEANUP MONITORING IN PROGRESS <input type="checkbox"/> REMEDIATION PLAN <input type="checkbox"/> CASE CLOSED (CLEANUP COMPLETED OR UNNECESSARY) <input type="checkbox"/> CLEANUP UNDERWAY
----------------	--

REMEDIAL ACTION	CHECK APPROPRIATE ACTION(S) (SEE BACK FOR DETAILS) <input type="checkbox"/> EXCAVATE & DISPOSE (ED) <input type="checkbox"/> REMOVE FREE PRODUCT (FP) <input type="checkbox"/> ENHANCED BIO DEGRADATION (IT) <input type="checkbox"/> CAP SITE (CD) <input type="checkbox"/> EXCAVATE & TREAT (ET) <input type="checkbox"/> PUMP & TREAT GROUNDWATER (GT) <input type="checkbox"/> REPLACE SUPPLY (RS) <input type="checkbox"/> CONTAINMENT BARRIER (CB) <input type="checkbox"/> NO ACTION REQUIRED (NA) <input type="checkbox"/> TREATMENT AT HOOKUP (HU) <input type="checkbox"/> VENT SOIL (VS) <input type="checkbox"/> VACUUM EXTRACT (VE) <input checked="" type="checkbox"/> OTHER (OT) Will be based on investigation findings and Agency recommendations
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COMMENTS	
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61-0109

UNDERGROUND STORAGE TANK UNAUTHORIZED RELEASE (LEAK) / CONTAMINATION SITE REPORT

EMERGENCY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	HAS STATE OFFICE OF EMERGENCY SERVICES REPORT BEEN FILED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	FOR LOCAL AGENCY USE ONLY HEREBY CERTIFY THAT I HAVE DISTRIBUTED THIS INFORMATION ACCORDING TO THE DISTRIBUTION SHOWN ON THE INSTRUCTION SHEET ON THE BACK PAGE OF THIS FORM. SIGNED: <i>Lynda S. Chalom</i> DATE: 10/25/95
REPORT DATE 1 0 1 7 9 4	CASE # 004712	

REPORTED BY	NAME OF INDIVIDUAL FILING REPORT Lynda S. Chalom	PHONE (714) 572-7653	SIGNATURE <i>Lynda S. Chalom</i>
	REPRESENTING <input type="checkbox"/> LOCAL AGENCY <input checked="" type="checkbox"/> OWNER/OPERATOR <input type="checkbox"/> REGIONAL BOARD <input type="checkbox"/> OTHER	COMPANY OR AGENCY NAME Unocal Corporation	
	ADDRESS 2929 Imperial Hwy, Room 2134 Brea, California 92621		

RESPONSIBLE PARTY	NAME Unocal Corporation <input type="checkbox"/> UNKNOWN	CONTACT PERSON Ron Bock	PHONE (510) 277-2303
	ADDRESS 2000 Crow Canyon Place, Suite 400 San Ramon, California 94583		

SITE LOCATION	FACILITY NAME (IF APPLICABLE) Unocal Service Station #7376	OPERATOR Rich Branchini	PHONE (510) 462-8130
	ADDRESS 4191 First Street Pleasanton, California 94566		
	CROSS STREET Ray		

IMPLEMENTING AGENCIES	LOCAL AGENCY AGENCY NAME Pleasanton Fire Dept	CONTACT PERSON Dorothy-Hazmat Dept	PHONE (510) 484-8114
	REGIONAL BOARD		PHONE ()

SUBSTANCES INVOLVED	(1) NAME Petroleum Hydrocarbons (Gasoline/Waste-oil)	QUANTITY LOST (GALLONS) <input checked="" type="checkbox"/> XX <input type="checkbox"/> UNKNOWN
	(2)	<input type="checkbox"/> UNKNOWN

DISCOVERY/ABATEMENT	DATE DISCOVERED 0 9 0 9 9 4	HOW DISCOVERED <input type="checkbox"/> TANK TEST <input type="checkbox"/> TANK REMOVAL <input checked="" type="checkbox"/> OTHER Soil Sampling/Field Screening	<input type="checkbox"/> INVENTORY CONTROL <input type="checkbox"/> SUBSURFACE MONITORING <input type="checkbox"/> NUISANCE CONDITIONS
	DATE DISCHARGE BEGAN <input checked="" type="checkbox"/> UNKNOWN	METHOD USED TO STOP DISCHARGE (CHECK ALL THAT APPLY) <input type="checkbox"/> REMOVE CONTENTS <input type="checkbox"/> CLOSE TANK & REMOVE <input type="checkbox"/> REPAIR PIPING <input type="checkbox"/> REPAIR TANK <input type="checkbox"/> CLOSE TANK & FILL IN PLACE <input type="checkbox"/> CHANGE PROCEDURE <input checked="" type="checkbox"/> REPLACE TANK <input checked="" type="checkbox"/> OTHER Install double wall pipe and Tank Monitoring	
	HAS DISCHARGE BEEN STOPPED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, DATE 0 9 0 9 9 4		

SOURCE/ CAUSE	SOURCE OF DISCHARGE <input type="checkbox"/> TANK LEAK <input checked="" type="checkbox"/> UNKNOWN <input type="checkbox"/> PIPING LEAK <input type="checkbox"/> OTHER	CAUSE(S) <input type="checkbox"/> OVERFILL <input type="checkbox"/> RUPTURE/FAILURE <input type="checkbox"/> SPILL <input type="checkbox"/> CORROSION <input checked="" type="checkbox"/> UNKNOWN <input type="checkbox"/> OTHER
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CASE TYPE	CHECK ONE ONLY <input checked="" type="checkbox"/> UNDETERMINED <input type="checkbox"/> SOIL ONLY <input type="checkbox"/> GROUNDWATER <input type="checkbox"/> DRINKING WATER - (CHECK ONLY IF WATER WELLS HAVE ACTUALLY BEEN AFFECTED)
-----------	--

CURRENT STATUS	CHECK ONE ONLY <input type="checkbox"/> NO ACTION TAKEN <input type="checkbox"/> PRELIMINARY SITE ASSESSMENT WORKPLAN SUBMITTED <input type="checkbox"/> POLLUTION CHARACTERIZATION
	<input checked="" type="checkbox"/> LEAK BEING CONFIRMED <input type="checkbox"/> PRELIMINARY SITE ASSESSMENT UNDERWAY <input type="checkbox"/> POST CLEANUP MONITORING IN PROGRESS
	<input type="checkbox"/> REMEDIATION PLAN <input type="checkbox"/> CASE CLOSED (CLEANUP COMPLETED OR UNNECESSARY) <input type="checkbox"/> CLEANUP UNDERWAY

REMEDIAL ACTION	CHECK APPROPRIATE ACTION(S) (SEE BACK FOR DETAILS) <input type="checkbox"/> EXCAVATE & DISPOSE (ED) <input type="checkbox"/> REMOVE FREE PRODUCT (FP) <input type="checkbox"/> ENHANCED BIO DEGRADATION (IT)
	<input type="checkbox"/> CAP SITE (CD) <input type="checkbox"/> EXCAVATE & TREAT (ET) <input type="checkbox"/> PUMP & TREAT GROUNDWATER (GT) <input type="checkbox"/> REPLACE SUPPLY (RS)
	<input type="checkbox"/> CONTAINMENT BARRIER (CB) <input type="checkbox"/> NO ACTION REQUIRED (NA) <input type="checkbox"/> TREATMENT AT HOOKUP (HU) <input type="checkbox"/> VENT SOIL (VS)
	<input type="checkbox"/> VACUUM EXTRACT (VE) <input checked="" type="checkbox"/> OTHER (OT) Will be based on investigation findings and Agency recommendations

COMMENTS	
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INSTRUCTIONS

EMERGENCY

Indicate whether emergency response personnel and equipment were involved at any time. If so, a Hazardous Material Incident Report should be filed with the State Office of Emergency Services (OES) at 2800 Meadowview Road, Sacramento, CA 95832. Copies of the OES report form may be obtained at your local underground storage tank permitting agency. Indicate whether the OES report has been filed as of the date of this report.

LOCAL AGENCY ONLY

To avoid duplicate notification pursuant to Health and Safety code Section 25189.5, a government employee should sign and date the form in this block. A signature here does not mean that the leak has been determined to pose a significant threat to human health or safety, only that notification procedures have been followed if required.

REPORTED BY

Enter your name, telephone number, and address. Indicate which party you represent and provide company or agency name.

RESPONSIBLE PARTY

Enter name, telephone number, contact person, and address of the party responsible for the leak. The responsible party would normally be the tank owner.

SITE LOCATION

Enter information regarding the tank facility. At a minimum, you must provide the facility name and full address.

IMPLEMENTING AGENCIES

Enter names of the local agency and Regional Water Quality Control Board involved.

SUBSTANCES INVOLVED

Enter the name and quantity lost of the hazardous substance involved. Room is provided for information on two substances if appropriate. If more than two substances leaked, list the two of most concern for cleanup.

DISCOVERY/ABATEMENT

Provide information regarding the discovery and abatement of the leak.

SOURCE/CAUSE

Indicate source(s) of leak. Check box(es) indicating cause of leak.

CASE TYPE

Indicate the case type category for this leak. Check one box only. Case type is based on the most sensitive resource affected. For example, if both soil and ground water have been affected, case type will be "Ground Water". Indicate "Drinking Water" only if one or more municipal or domestic water wells have actually been affected. A "Ground Water" designation does not imply that the affected water cannot be, or is not, used for drinking water, but only that water wells have not yet been affected. It is understood that case type may change upon further investigation.

CURRENT STATUS

Indicate the category which best describes the current status of the case. Check one box only. The response should be relative to the case type. For example, if case type is "Ground Water", then "Current Status" should refer to the status of the ground water investigation or cleanup, as opposed to that of soil. Descriptions of options follow:

No Action Taken - No action has been taken by responsible party beyond initial report of leak.

Leak Being Confirmed - Leak suspected at site, but has not been confirmed.

Preliminary Site Assessment Workplan Submitted - workplan/proposal requested of/submitted by responsible party to determine whether ground water has been, or will be, impacted as a result of the release.

Preliminary Site Assessment Underway - implementation of workplan.

Pollution Characterization - responsible party is in the process of fully defining the extent of contamination in soil and ground water and assessing impacts on surface and/or ground water.

Remediation Plan - remediation plan submitted evaluating long term remediation options. Proposal and implementation schedule for appropriate remediation options also submitted.

Cleanup Underway - implementation of remediation plan.

Post Cleanup Monitoring in Progress - periodic ground water or other monitoring at site, as necessary, to verify and/or evaluate effectiveness of remedial activities.

Case Closed - regional board and local agency in concurrence that no further work is necessary at the site.

IMPORTANT: THE INFORMATION PROVIDED ON THIS FORM IS INTENDED FOR GENERAL STATISTICAL PURPOSES ONLY AND IS NOT TO BE CONSTRUED AS REPRESENTING THE OFFICIAL POSITION OF ANY GOVERNMENTAL AGENCY

REMEDIAL ACTION

Indicate which action have been used to cleanup or remediate the leak. Descriptions of options follow:

Cap Site - install horizontal impermeable layer to reduce rainfall infiltration.

Containment Barrier - install vertical dike to block horizontal movement of contaminant.

Excavate and Dispose - remove contaminated soil and dispose in approved site.

Excavate and Treat - remove contaminated soil and treat (includes spreading or land farming).

Remove Free Product - remove floating product from water table.

Pump and Treat Groundwater - generally employed to remove dissolved contaminants.

Enhanced Biodegradation - use of any available technology to promote bacterial decomposition of contaminants.

Replace Supply - provide alternative water supply to affected parties.

Treatment at Source - install water treatment devices at each dwelling or other place of use.

Vacuum Extraction - use pumps or blowers to draw air through soil.

Vent Soil - bore holes in soil to allow volatilization of contaminants.

No Action Required - incident is minor, requiring no remedial action.

COMMENTS - Use this space to elaborate on any aspects of the incident.

SIGNATURE - Sign the form in the space provided.

DISTRIBUTION

If the form is completed by the tank owner or his agent, retain the last copy and forward the remaining copies intact to your local tank permitting agency for distribution.

1. Original Local Tank Permitting Agency
2. State Water Resources Control Board, Division of Clean Water Programs, Underground Storage Tank Program, P.O. Box 944212, Sacramento, CA 94244-2120
3. Regional Water Quality Control Board
4. Local Health Officer and County Board of Supervisors or their designee to receive Proposition 65 notifications.
5. Owner/responsible party.

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

DAVID L. KEARS, Agency Director



RAFAT A. SHAHID, Assistant Agency Director

STID 5017

ALAMEDA COUNTY CC4580
DEPT. OF ENVIRONMENTAL HEALTH
DIV. OF ENVIRONMENTAL PROTECTION
1131 HARBOR BAY PKWY., #250
ALAMEDA CA 94502-6577

October 11, 1994

Mr. Bob Boust
Unocal Corporation
2000 Crow Canyon Place, Ste. 200
San Ramon, CA 94583

RE: UNOCAL SERVICE STATION #3771, 4191 FIRST STREET, PLEASANTON

Dear Mr. Boust:

As we discussed October 7, agency oversight responsibility for the environmental investigation at the referenced site has been delegated to Alameda County Environmental Health Department's Local Oversight Program (LOP) at the request of the city of Pleasanton. I have just completed a review of the case file made available to this office by the Pleasanton Fire Department. This review indicates the case file appears incomplete.

Please forward copies of all reports documenting past, present, and future investigations or clean-ups at this site. More specifically, we need all reports issued since September 1987, as well as the report documenting the results of tank closures and replacement just prior to Unocal's purchase of the site in 1988.

Please submit these data as soon as you are able. Only upon our review of these documents can we render an informed decision regarding the appropriateness of any proposed corrective actions at the site. Such may impact your schedule for completion of site rebuilding activities.

Please contact me at 510/567-6783, or -6700, should you have any questions.

Sincerely,


Scott O. Seery, CHMM
Senior Hazardous Materials Specialist

cc: Rafat A. Shahid, Agency Director
Tom Peacock, ACDEH LOP
Gil Jensen, Alameda County District Attorney's Office
Scott Deaver, Pleasanton Fire Department, Station 1
Michael Whelan, ARCO Products Company

Unocal Corporation
2000 Crow Canyon Place, Suite 400
San Ramon, California 94583
Telephone (510) 867-0706
Facsimile (510) 277-2309

ALSO
HAZMAT

94 OCT 13 PM 4:10

UNOCAL 76

October 11, 1994

Northern Region
Corporate Environmental
Remediation & Technology

Scott Seery
Alameda County
Department of Environmental Health
1131 Harbor Bay Parkway, 2nd Floor
Alameda, California 94502

UNOCAL SERVICE STATION NO. 7376
4191 First Street
Pleasanton, Ca.

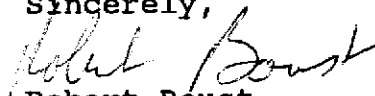
Dear Mr. Seery:

Per your request, attached for your review and file are all reports pertaining to the environmental investigation performed at the referenced site that were available to me. The investigation was apparently being carried out by the insurance company for Armour Oil Company. Monitoring wells have been installed at the site. I have no record of who installed them or what the results were. This information should be available from the Regional Board.

If Unocal is found to be the responsible party for the cleanup of this site, the next step would be to drill three to five soil borings around the area in question to determine the vertical and lateral extent of the soil contamination. If necessary, this would include a boring to groundwater and the installation of a monitoring well. Based on the laboratory analytical results of the soil and/or water samples collected, additional assessment or remediation would be recommended.

Please let me know if this is sufficient to allow for the backfill and compaction of the excavation of this site. Also, please notify the Pleasanton Fire Department as soon as possible so their final inspection can be scheduled, allowing the station to reopen. I can be reached at (510) 277-2334.

Sincerely,



Robert Boust
Senior Environmental Engineer

cc: Tony Quijalvo
Ron Bock

- ① Applied GeoSystems report/work plan
10-23-87
- ② Applied GeoSystems report
9-9-87
- ③ Applied GeoSystems report
9-14-87



CITY OF PLEASANTON

P.O. BOX 520 • PLEASANTON, CALIFORNIA 94566-0802

CITY OFFICES
123 MAIN STREET

CITY COUNCIL
484-8001

CITY MANAGER
484-8008

CITY ATTORNEY
484-8003

CITY CLERK
484-8235

FINANCE
484-8033

PERSONNEL
484-8012

CITY OFFICES
200 OLD BERNAL AVE.

PLANNING
484-8023

ENGINEERING
484-8041

BUILDING INSPECTION
484-8015

COMMUNITY SERVICES
484-8160

WATER - BILLING
484-8038

FIELD SERVICES
3333 BUSCH ROAD

PARKS
484-8056

SANITARY SEWER
484-8061

STREET
484-8066

SUPPORT SERVICES
484-8067

WATER
484-8071

FIRE
4444 RAILROAD AVE.
484-8114

POLICE
4833 BERNAL AVE.
P.O. BOX 909
484-8127

October 7, 1994

Mr. Thomas F. Peacock
Supervising HMS
Hazardous Material Division
Alameda County Health Care Services
80 Swan Way, Room 200
Oakland, CA 94621

Dear Tom:

We are requesting that ALCO Health Care Services oversee the cleanup of the Unocal site at 4191 First Street. Per your letter of August 22, 1994 we understand that there is no cost to the City for this service.

We are also considering the establishment of a formal contract allowing you to work on any future cases we may have that would require your assistance. Our department representative for this project will be Battalion Chief Bill Halvorsen.

Thanks in advance for your assistance.

Sincerely,

George Withers
Fire Chief

New site ID needed

Post-It™ brand fax transmittal memo 7671		# of pages ▶ 1
To <i>Tom Peacock</i>	From <i>Withers</i>	
Co.	Co. <i>PFD</i>	
Dept.	Phone # <i>484-8119</i>	
Fax # <i>337-9335</i>	Fax # <i>484-8178</i>	

RESPONSIBLE PARTY RECORDS

**RESEARCH, IDENTIFICATION, NOTIFICATION,
REVIEW PANEL PROCEEDINGS**

OFFICE OF THE DISTRICT ATTORNEY

No.: 93FE034

COUNTY OF ALAMEDA
STATE OF CALIFORNIA

INSPECTOR'S REPORT

Date: 2-9-93

Subject: **Armour Petroleum Service and Equipment**
Telephone: 707/437-6668

Address: 2300 Cement Hill Rd, Fairfield, CA 94533

STATEMENT OF FACTS:

Assigned case on 1-27-93 for investigation.

On 2-9-93 at 1155 hours I left a telephone message for Chuck Kimble 707/864-7148. Kimble is the coordinator for the Solano Community College Fire Training Facility.

On 2-16-93 at approximately 1000 hours I received a telephone call from Chuck Kimble. Kimble told me that Armour Petroleum did indeed bring fuel to their training facility. Kimble states the training facility has a containment pond on-site and that the fuel is poured into that. The fuel floats to the top, where it is skimmed off. This fuel is then used to start fires that the students then practice putting out.

The water used in this training and the unburned fuel drains back into to containment pond, and the process is repeated. Kimble told me that the facility had been inspected by Brad Nicolette of the Solano County Dept. of Health, and they were aware of the procedure that was being used.

I left a phone message for Nicolette to contact me.

On 2-16-93 at approximately 1520 hours I received a telephone call from Brad Nicolette, Senior Environmental Health Specialist, Solano County. Nicolette advised me that he was aware of the procedure being used by Kimble at Solano Community College, and their system for collecting the water being used.

While I speaking with Nicolette he engaged in a conversation with a subject who he identified as his boss, Dave Eubanks. Eubanks told him that he was aware of what Armour Petroleum was doing with the purge samples, and had been aware of it for approximately five years. He claimed that he had conversed with Armour Petroleum regarding this and it was Armour's position that it was a recycled product. Although he was "uncomfortable" with this, it was not pursued further.

On 2-17-93 at 1455 hours I received a telephone call from a subject who identified himself as **Michael Armour**, of Armour Petroleum. Armour told me that through some social contacts he became aware that Solano Community

College was in need of fuel to start fires with for the firefighting courses.

Armour states that he has been taking this type of substance to Solano Community College for about five years. He went on to state that Roux Associates (the company that he picks up the purge samples from) is aware of where he is taking it.

When asked, Armour said that he did not think it was a hazardous waste and did not treat it as such. When he is transporting it he said that he did placard the truck with "1203" placards because of possible vapors.

Closed pending further leads.

Eric Nenneman
2-18-93 1530

B C ENVIRONMENTAL FACILITIES INC.

WALL STREET PLAZA
NEW YORK, N. Y. 10005

(212) 363-3100

TELEX: 640170 CABLE: INSURLAW
TELECOPIER (212) 363-9824

FACSIMILE COVER SHEET CONFIDENTIALITY NOTE

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named below. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this telecopy is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone and return the original message to us at the address above via the United States Postal Service. Thank you.

CASE NAME: San Diego Armour Oil B&C FILE NO: PLI 15-15746

TO: Scott Seery TELECOPY NO. (510) 337-9335

COMPANY: Alameda Health Dept. CITY: California

FROM: Kevin L. Hyma TELECOPY NO. 212-363-9824

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 12

MESSAGE (PRINT CLEARLY): Dear Scott:

Please find enclosed copies of the additional information which we had discussed earlier today. The most recent information we have is a letter dated Jan. 6, 1988 and invoices dated Jan. 29, 1988 from Applied Geo Systems. I would suggest to contact Resna, I.T. Coop and Datum Exploration.

Very truly yours,
Kevin L. Hyma

If there is a problem call: KEVIN L. HYMS at 212-363-3100 EXT

File

B
JP

Bob Perez Adjusters, Inc.

636 S. Second St., Suite C
Covina, Ca. 91723
(818) 915-5761

HEB

February 25, 1988

Applied GeoSystems
43255 Mission Blvd.
Fremont, CA 94539

Attention: Bill Short

Re: Insured	:	Armour Oil Company
Certificate #	:	2878
Incident #	:	0681
LBC File #	:	PLI 15-15746
O/File #	:	87-143
L/Location	:	4191 1st Street Pleasanton, California

Dear Mr. Short:

We have been advised by Mr. Armour of San Diego Armour Oil that all work has been completed at the above loss location and that no additional excavation and removal of the soil is necessary. Has all contamination been removed?

In discussing the above with Mr. Armour, he informed us that the Regional Water Quality Control Board would not issue a letter verifying that the site is now "clean". If such is the case, we would appreciate the name and the phone number of the individual with whom we should contact to verify the above.

We look forward to hearing from you.

Very truly yours,

Bob Perez

Bob Perez
BOB PEREZ ADJUSTERS, INC.

BP:cj

cc: Levy, Bivona & Cohen
Angelo Cupaiolo (NY)
Michael Tancredi (LA)

ARMOUR OIL COMPANY

February 18, 1988

Ms. Michele D. McDonald
ARCO Petroleum Products Company
Box 5811
San Mateo, CA 94402

Dear Ms. McDonald:

Enclosed please find the executed documents that you requested on our Facility #90756 located at 4191 First Avenue, Pleasanton, California. Armour Oil Company stopped operating this location on December 13, 1987. The property was sold to Union Oil Company on February 9, 1988.

If you have further questions, please feel free to call me.

Cordially,



Blanche R. Cumiskey
Secretary

RECEIVED
SAN FRANCISCO REGION

To Service Station Sales manager R. L. Nelsen		Region manager J. D. Kowal		Customer identification number 0531079	Facility number 90756
Region San Francisco		District		Retail sales manager	Proposal date 5/15/84
Customer name (indicate sole proprietor, partnership, corporation and state of incorporation) Armour Oil Company #1				Retail representative	Retail price zone Gas: 07415 Diesel:
Facility address (street, city, state, zip code; also show corner designation, i.e., NE, SW, etc.) 4191 1st Street, Pleasanton, California 94566				Soc. Sec. or Fed. Empl. id. no.	
Purpose of Proposal:		<input type="checkbox"/> New account <input type="checkbox"/> Dealer change		<input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Competitive offer of assistance	
				<input type="checkbox"/> Non-renewal <input type="checkbox"/> Termination	

FILE

Property Ownership Status: Owned in fee Leased

If leased, indicate expiration date:

Fuel storage capacity	Product	Number of tanks	Tank capacity	Tank capacity	Type of signs, sign poles, and graphics loaned:
Total storage	Regular	2	12,000	24,000	
	Unleaded	1	12,000	12,000	
	Premium	1	12,000	12,000	
				48,000	

Existing Customer		New Customer	
Current contract dealer agreement(s) <input checked="" type="checkbox"/> Gasoline — Term: From <u>10/17/83</u> Exp. <u>10/16/84</u> <input type="checkbox"/> Diesel fuel — Term: From _____ Exp. _____		Current supplier: <input type="checkbox"/> Gasoline — Term: From _____ Exp. _____ <input type="checkbox"/> Diesel fuel — Term: From _____ Exp. _____	

Verified Annual History (12 months preceding proposal)			Estimated Volume Requirements		
	Gasoline	Diesel		Gasoline	Diesel
January '84	218,116	152,682	January	200,000	
February	226,013	158,210	February		
March	244,816	171,372	March		
April	203,253	145,278	April		
May	185,000	129,500	May		
June	185,000	129,500	June		
July	185,000	129,500	July		
August	185,000	129,500	August		
September	185,000	129,500	September		
October '83	51,781	36,247	October		
November	227,572	159,301	November		
December	227,522	159,266	December	200,000	
Total	2,324,073	1,626,852	Total	2,400,000	

Proposed term of contract dealer agreement(s)
 Gasoline agreement — From 10/16/84 to 10/16/87
 Diesel fuel agreement — From _____ to _____

Loaned equipment to be sold prior to renewal (use reverse side if required): **N/A**

Competitive offers of assistance, if any (specify): **N/A**

(attach details and documentation)

Remarks

Mailing Address: Armour Oil
P.O. Box 85302
San Diego, CA. 92138-5302

Signatures

Service station sales manager 	Region manager J. D. Kowal	Retail sales manager	Vice pres., retail marketing
-----------------------------------	--------------------------------------	----------------------	------------------------------



Date: FEBRUARY 18, 1988

Subject: DEALER CHANGE/LEASE RENEWAL/CONVERSION/ASSIGNMENT/
PERMANENTLY CLOSED/SITE ACQUISITION

From/Location: M. A. SNOW SFO REGION

To/Location:	FIELD ENGINEER	R. L. KNUTSON
	MAINTENANCE SUPERVISOR	M. D. McDONALD
	J. A. BARIA	LAURIE POWERS - MG BOOKKEEPING
	LEE ELLEN COLE CPS-250	M. J. SANTA MARIA
	T. A. CRISCIONE	K. M. SCHULTHEIS
	VICKIE ELLIS AP-1881	H. J. SHEETZ
	T. J. ERNANI	P. H. SHOEMAKER
	T. J. FITCH AP-6-109	ADMINISTRATIVE ASSISTANTS

Please be advised that the following changes have been made at the service station listed below:

CIRCLE ONE: ~~DEALER CHANGE/LEASE RENEWAL/CONVERSION/ASSIGNMENT/~~
PERMANENTLY CLOSED/SITE ACQUISITION/OTHER: _____

1. SS #: 90756 TELEPHONE: 415/462-1365
2. ACCOUNT NUMBER: 0531079
3. ADDRESS: 4191-1st STREET, PLEASANTON, CA 94566
4. OUTGOING DEALER: SAN DIEGO ARMOUR OIL COMPANY #1
5. INCOMING DEALER: ---
6. TYPE OF PREMISES LEASE: FROM: APPC-38-A (10/81)
TO: ---
7. TYPE OF MINI-MARKET LEASE: FROM: ---
TO: ---
8. EFFECTIVE DATE: ---
9. PRICE ZONE: 7415
10. DATE CLOSED: 12/31/87
11. SALES REPRESENTATIVE: PHIL WRIGHT



CITY OF PLEASANTON

P.O. BOX 520 • PLEASANTON, CALIFORNIA 94566-0802

CITY OFFICES
200 OLD BERNAL AVE.

CITY COUNCIL
847-8001

CITY MANAGER
847-8008

CITY ATTORNEY
847-8003

FINANCE
847-8033

PERSONNEL
847-8012

PLANNING
847-8023

ENGINEERING
847-8041

BUILDING INSPECTION
847-8015

COMMUNITY SERVICES
847-8160

FIELD SERVICES
5335 SUNOL BLVD.

PARKS
847-8056

SANITARY SEWER
847-8061

STREETS
847-8066

WATER
847-8071

FIRE
4444 RAILROAD AVE.
847-8114

POLICE
4833 BERNAL AVE.
847-8127

January 29, 1988

Mr. Bob Perez
636 South Second Street, Suite C
Covina, California 91728

Dear Bob:

Per your letter dated January 5, 1988, we are sending you all information that we have in our files on spills that have occurred at Armour Oil Company, 4191 First Street, Pleasanton. The incidents have been placed in order of occurrence.

Please call be with any questions you may have on the enclosed information.

Sincerely,

Rick Mueller, Chemical Specialist
City of Pleasanton Fire Department

Attachments


Applied GeoSystems

43255 Mission Boulevard, Fremont, CA 94539 (415) 651-1906

• FREMONT • COSTA MESA • SACRAMENTO • HOUSTON

Mr. Byron Armour
 Armour Oil Company
 Post Office Box 85302
 San Diego, CA 92138

INVOICE #2287
 January 29, 1988

Re: Job #AGS 87086-4
 Client P.O.: CONTRACT
 ARMOUR OIL #188
 PLEASANTON

Dates covered by this invoice:
 12/31/87 through 01/29/88

Billing for sampling soil from tank pit and product line excavations, laboratory analysis of samples with rush turnaround, and for removal of hydrocarbon-contaminated soil to a Class I dumpsite. Additional costs derived from additional IT charges for removal of contaminated soil.

WORK DESCRIPTION	HOURS	RATE	SUBTOTAL
✓ Project Geologist	59.5	80	4760.0
✓ Staff Geologist	26.5	65	1722.5
✓ Technician	80.5	55	4427.5
✓ Clerical	2.5	50	125.0
Materials			1048.2
✓ Subcontractors			127595.1
✓ Laboratory Analyses			5129.0
✓ Travel			376.4
TOTAL AMOUNT DUE:			\$145183.8

TERMS: DUE UPON RECEIPT
 PLEASE PAY FROM THIS INVOICE
 STATEMENT WILL NOT BE SENT

Federal I.D. #94-2985080

CC: Bob Perez
 Adjustors, Inc.

COPY

AGS JOB #87086-4

Applied GeoSystems
Job Costs Summary

EMP NO.	DATE ENTERED	OP CODE	QUANT	CLIENT CHARGE	DESCRIPTION
21	01/10/88	2	23.0	9.20	Mileage chargeable
21	01/10/88	2	19.0	7.60	Mileage chargeable
21	01/10/88	2	21.0	8.40	Mileage chargeable
39	01/10/88	2	42.0	16.80	Mileage chargeable
39	01/10/88	2	106.0	42.40	Mileage chargeable
21	01/17/88	2	22.0	8.80	Mileage chargeable
39	01/17/88	2	23.0	9.20	Mileage chargeable
21	01/29/88	2	35.0	14.00	Mileage chargeable
21	01/29/88	2	42.0	16.80	Mileage chargeable
21	01/29/88	2	21.0	8.40	Mileage chargeable
39	01/29/88	2	38.0	15.20	Mileage chargeable
39	01/29/88	2	40.0	16.00	Mileage chargeable
39	01/29/88	2	69.0	27.60	Mileage chargeable
37	01/29/88	2	38.0	15.20	Mileage chargeable
8	01/29/88	2	72.0	28.80	Mileage chargeable
10	01/29/88	2	60.0	24.00	Mileage chargeable
10	01/29/88	2	45.0	18.00	Mileage chargeable
50	01/29/88	4	58.0	23.20	Mileage personal car
50	01/29/88	4	42.0	16.80	Mileage personal car
21	01/10/88	20	1.0	80.00	Project geologist office
21	01/10/88	20	5.0	400.00	Project geologist office
21	01/10/88	20	3.5	280.00	Project geologist office
21	01/10/88	20	2.5	200.00	Project geologist office
21	01/10/88	20	1.0	80.00	Project geologist office
21	01/17/88	20	1.5	120.00	Project geologist office
21	01/17/88	20	2.5	200.00	Project geologist office
21	01/17/88	20	1.5	120.00	Project geologist office
21	01/29/88	20	2.0	160.00	Project geologist office
21	01/29/88	20	2.5	200.00	Project geologist office
21	01/29/88	20	1.0	80.00	Project geologist office
21	01/29/88	20	0.5	40.00	Project geologist office
21	01/29/88	20	1.0	80.00	Project geologist office
10	01/29/88	20	11.0	880.00	Project geologist office
10	01/29/88	20	1.0	80.00	Project geologist office
10	01/29/88	20	1.0	80.00	Project geologist office
10	01/29/88	20	1.5	120.00	Project geologist office
10	01/29/88	20	3.0	240.00	Project geologist office
10	01/29/88	20	0.5	40.00	Project geologist office
10	01/29/88	20	0.5	40.00	Project geologist office
21	01/10/88	22	2.5	200.00	Project geologist field
21	01/10/88	22	0.5	40.00	Project geologist field
21	01/10/88	22	0.5	40.00	Project geologist field
21	01/17/88	22	1.0	80.00	Project geologist field
21	01/29/88	22	3.0	240.00	Project geologist field
21	01/29/88	22	4.0	320.00	Project geologist field
21	01/10/88	28	0.5	40.00	Project geologist travel
21	01/10/88	28	0.5	40.00	Project geologist travel
21	01/10/88	28	0.5	40.00	Project geologist travel
21	01/17/88	28	0.5	40.00	Project geologist travel
21	01/29/88	28	0.5	40.00	Project geologist travel

AGS JOB #87086-4

Applied Geosystems
Job Costs Summary

EMP NO.	DATE ENTERED	OP CODE	QUANT	CLIENT CHARGE	DESCRIPTION
21	01/29/88	28	0.5	40.00	Project geologist travel
37	01/29/88	30	1.0	65.00	Staff geologist office
8	01/29/88	30	0.5	32.50	Staff geologist office
10	01/29/88	30	5.0	325.00	Staff geologist office
10	01/29/88	30	9.0	585.00	Staff geologist office
37	01/29/88	32	1.5	97.50	Staff geologist field
8	01/29/88	32	6.0	390.00	Staff geologist field
37	01/29/88	38	1.0	65.00	Staff geologist travel
8	01/29/88	38	2.5	162.50	Staff geologist travel
38	01/10/88	40	2.0	110.00	Technician office
39	01/10/88	40	1.0	55.00	Technician office
39	01/10/88	40	1.0	55.00	Technician office
39	01/17/88	40	0.5	27.50	Technician office
39	01/29/88	40	1.5	82.50	Technician office
39	01/29/88	40	1.0	55.00	Technician office
39	01/29/88	40	1.5	82.50	Technician office
39	01/29/88	40	1.0	55.00	Technician office
50	01/29/88	40	1.0	55.00	Technician office
50	01/29/88	40	1.0	55.00	Technician office
38	01/10/88	42	1.0	55.00	Technician field
39	01/10/88	42	6.0	330.00	Technician field
39	01/10/88	42	9.0	495.00	Technician field
39	01/10/88	42	7.0	385.00	Technician field
39	01/17/88	42	1.0	55.00	Technician field
39	01/29/88	42	4.5	247.50	Technician field
39	01/29/88	42	6.5	357.50	Technician field
39	01/29/88	42	6.5	357.50	Technician field
50	01/29/88	42	1.5	82.50	Technician field
53	01/29/88	42	5.5	302.50	Technician field
50	01/29/88	42	4.0	220.00	Technician field
38	01/10/88	48	1.0	55.00	Technician travel
39	01/10/88	48	2.0	110.00	Technician travel
39	01/10/88	48	2.0	110.00	Technician travel
39	01/10/88	48	2.0	110.00	Technician travel
39	01/17/88	48	0.5	27.50	Technician travel
39	01/29/88	48	1.0	55.00	Technician travel
39	01/29/88	48	1.0	55.00	Technician travel
39	01/29/88	48	3.0	165.00	Technician travel
50	01/29/88	48	2.0	110.00	Technician travel
53	01/29/88	48	1.0	55.00	Technician travel
50	01/29/88	48	1.0	55.00	Technician travel
56	01/26/88	60	0.5	25.00	Clerical
26	01/29/88	60	0.5	25.00	Clerical
26	01/29/88	60	0.5	25.00	Clerical
26	01/29/88	60	0.5	25.00	Clerical
56	01/29/88	60	0.5	25.00	Clerical
39	01/10/88	101	1.0	100.00	Organic vapor analyzer
39	01/10/88	101	1.0	100.00	Organic vapor analyzer
19	01/10/88	101	1.0	100.00	Organic vapor analyzer

AGS JOB #87086-4

Applied GeoSystems
Job Costs Summary

EMP DATE NO. ENTERED	OP CODE	QUANT	CLIENT DESCRIPTION CHARGE
39 01/29/88	101	1.0	100.00 Organic vapor analyzer
9 01/29/88	950	4.0	—460.00 ANAMETRIX LABS: 4 8015/8020
9 01/29/88	950	8.0	— 2346.00 TAL LABS: 8 SOIL TVH/BTX ANALYSES
9 01/29/88	950	6.0	— 1449.00 TAL LABS: 6 SOIL COMPOSITE, TVH/BTX ANALYSES
9 01/29/88	950	4.0	— 874.00 TAL LABS: 2 SOIL TVH/BTX, 2 SC COMP TVH/BTX
8 01/29/88	1100	1.0	92.00 PLASTIC TARP Materials - client
8 01/29/88	1100	1.0	142.24 PLASTIC TARP Materials - client
39 01/17/88	1301	3.0	30.00 Sample container, brass wit caps
39 01/29/88	1301	6.0	60.00 Sample container, brass wit caps
39 01/29/88	1301	10.0	100.00 Sample container, brass wit caps
50 01/29/88	1301	7.0	70.00 Sample container, brass wit caps
9 01/29/88	9040	1.0	127595.15 I.T. Corp.:soil hauling-Subcontractor dump
47 01/29/88	9500	1.0	50.00 Travel costs
9 01/29/88	9501	1.0	25.30 CITY OF PLEASANTON - PERMI
26 01/10/88	9507	1.0	16.10 Federal Express Shipping
26 01/29/88	9507	1.0	12.65 Federal Express Shipping
*** Total ***			145183.84


Applied GeoSystems

43255 Mission Boulevard, Fremont, CA 94539 (415) 651-1906

• FREMONT • COSTA MESA • SACRAMENTO • HOUSTON

 Mr. Byron Armour
 Armour Oil Company
 Post Office Box 85302
 San Diego, CA 92138

 INVOICE #2286
 January 29, 1988

 Re: Job #AGS 87086-3
 Client P.O.: Contract
 ARMOUR OIL #188
 PLEASANTON

 Dates covered by this invoice:
 11/29/87 through 01/29/88

Billing for drilling three soil borings and installing three
 ground-water monitoring wells to approximately 95 feet, and
 laboratory analysis of soil and water samples with rush
 turnaround.

WORK DESCRIPTION	HOURS	RATE	SUBTOTAL
✓ Project Geologist	25.0	80	2000.00
✓ Staff Geologist	62.0	65	4030.00
Technician	3.5	55	192.50
✓ Materials			3218.00
✓ Subcontractors			8047.70
✓ Laboratory Analyses			3806.50
✓ Travel			94.00
TOTAL AMOUNT DUE:			\$21388.70

 TERMS: DUE UPON RECEIPT
 PLEASE PAY FROM THIS INVOICE
 STATEMENT WILL NOT BE SENT

Federal I.D. #94-2985030

 CC: Bob Perez
 Adjusters, Inc.

COPY

AGS JOB #87086-3

Applied GeoSystems
Job Costs Summary

EMP NO.	DATE ENTERED	OP CODE	QUANT	CLIENT CHARGE	DESCRIPTION
14	12/09/87	2	50.0	20.00	Mileage chargeable
10	12/10/87	2	38.0	15.20	Mileage chargeable
10	12/10/87	2	18.0	7.20	Mileage chargeable
10	12/10/87	2	14.0	5.60	Mileage chargeable
21	12/10/87	2	19.0	7.60	Mileage chargeable
14	12/13/87	2	22.0	8.80	Mileage chargeable
21	12/13/87	2	40.0	16.00	Mileage chargeable
21	12/13/87	2	16.0	6.40	Mileage chargeable
10	12/13/87	2	18.0	7.20	Mileage chargeable
21	11/29/87	20	0.5	40.00	Project geologist office
21	12/10/87	20	5.5	440.00	Project geologist office
21	12/13/87	20	1.5	120.00	Project geologist office
21	12/13/87	20	1.5	120.00	Project geologist office
21	12/13/87	20	1.0	80.00	Project geologist office
21	12/13/87	20	5.0	400.00	Project geologist office
21	12/10/87	22	0.5	40.00	Project geologist field
21	12/13/87	22	1.0	80.00	Project geologist field
21	12/13/87	22	1.0	80.00	Project geologist field
2	12/13/87	22	1.5	120.00	Project geologist field
2	12/13/87	22	1.0	80.00	Project geologist field
21	12/20/87	22	1.0	80.00	Project geologist field
21	12/13/87	28	2.0	160.00	Project geologist travel
21	12/13/87	28	1.0	80.00	Project geologist travel
2	12/13/87	28	0.5	40.00	Project geologist travel
2	12/13/87	28	0.5	40.00	Project geologist travel
10	12/10/87	30	1.5	97.50	Staff geologist office
10	12/13/87	30	1.0	65.00	Staff geologist office
14	12/09/87	32	8.0	520.00	Staff geologist field
10	12/10/87	32	9.0	585.00	Staff geologist field
10	12/10/87	32	10.0	650.00	Staff geologist field
10	12/10/87	32	12.5	812.50	Staff geologist field
14	12/13/87	32	5.0	325.00	Staff geologist field
10	12/13/87	32	10.5	682.50	Staff geologist field
14	12/09/87	38	2.0	130.00	Staff geologist travel
10	12/10/87	38	0.5	32.50	Staff geologist travel
10	12/10/87	38	0.5	32.50	Staff geologist travel
10	12/10/87	38	0.5	32.50	Staff geologist travel
14	12/13/87	38	0.5	32.50	Staff geologist travel
10	12/13/87	38	0.5	32.50	Staff geologist travel
50	12/10/87	42	2.5	137.50	Technician field
50	12/10/87	48	1.0	55.00	Technician travel

AGS JOB #87086-3

Applied GeoSystems
Job Costs Summary

EMP NO.	DATE ENTERED	OP CODE	QUANT	CLIENT CHARGE	DESCRIPTION
10	12/13/87	101	4.0	400.00	Organic vapor analyzer
14	12/13/87	111	1.0	25.00	Bailer
14	12/09/87	121	1.0	50.00	Pump
14	12/09/87	141	1.0	25.00	Water Level indicator
9	12/28/87	950	6.0	2254.00	ANAMETRIX LABS: 2 EPA 624,8015(TVH & TEH)RUSH
9	01/10/88	950	1.0	287.50	ANAMETRIX LABS: 1 EPA 624
9	01/10/88	950	3.0	345.00	ANAMETRIX LABS: 3 BTEX/ TVH 8015/8020
9	01/10/88	950	3.0	460.00	ANAMETRIX LABS: 3 TEH EPA 8
9	01/10/88	950	1.0	460.00	ANAMETRIX LABS: 2 BTEX/TVH 8015/8020
10	12/13/87	1001	21.0	693.00	PVC 2" casing blank
10	12/13/87	1002	9.0	450.00	PVC 2" casing .020 slotted ft. length
10	12/13/87	1005	3.0	6.00	PVC 2" slipcap
10	12/13/87	1007	3.0	54.00	PVC 2" threaded plug
10	12/13/87	1037	3.0	120.00	Well cages
10	12/10/87	1100	1.0	324.00	AGS CASH FORMW2 GROUT Materials - client
10	12/13/87	1111	1.0	70.00	Bentonite pellets
10	12/13/87	1206	3.0	345.00	Well head cover CNI screw t
10	12/13/87	1209	3.0	30.00	Padlock
10	12/13/87	1301	55.0	550.00	Sample container, brass with caps
14	12/09/87	1305	4.0	8.00	Sample container, 40ml glass w/teflon
14	12/13/87	1305	4.0	8.00	Sample container, 40ml glass w/teflon
50	12/27/87	1305	16.0	32.00	Sample container, 40ml glass w/teflon
14	12/09/87	1308	2.0	14.00	Sample container, 1l glass w/teflon
14	12/13/87	1308	2.0	14.00	Sample container, 1l glass w/teflon
10	12/13/87	9010	4.0	8047.70	DATUM EXPLORATION #7133
*** Total ***				21388.70	



43255 Mission Blvd. Suite B Fremont, CA 94539 (415) 651-1906

January 6, 1988
0106bper
87086-4

Mr. Bob Perez
Adjusters, Inc.
636 South 2nd Street
Suite C
Covina, California 91723

Subject: Armour Oil Company Service Station No. 188,
First and Ray Streets, Pleasanton, California.

Mr. Perez:

As per your request, this letter presents a brief summary of the current construction operations at the above-referenced site, as well as a brief discussion on the contamination encountered in the soil borings previously drilled at the site. Armour Oil Company and UNOCAL Corporation are currently in the process of removing the four existing 10,000-gallon underground gasoline storage tanks and associated product lines and installing a new system of underground tanks and piping.

One aspect of the storage tank removal operation consisted of excavation of backfill and native materials from around and below the former tanks and lines. Laboratory analyses of samples collected from the excavated soil show relatively high levels of volatile hydrocarbons (greater than 100 parts per million [ppm]). These volatile hydrocarbons are indicative of gasoline contamination. If soil containing more than 100 ppm hydrocarbons is to be disposed, it is to be transferred by a licensed hazardous waste transporter and disposed of at a licensed hazardous waste disposal facility.

As stated in our previous reports and work plan (AGS 87065-1, dated July 14, 1987; AGS 87086-1, dated September 9, 1987; and AGS 87086-3, dated October 22, 1987), laboratory analyses of soil samples collected from soil borings at the site indicated that the hydrocarbon contamination encountered in the borings was probably derived from more than one type of source. A portion of the contamination in the samples from the borings consisted of volatile hydrocarbons which were indicative of a hydrocarbon

January 6, 1988

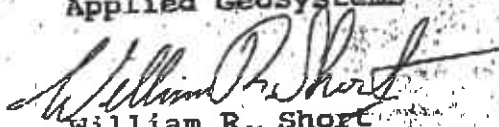
Armour Oil Company Service Station No. 188

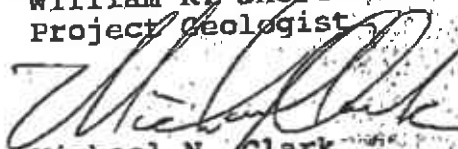
AGS 87086-4
0106bper

product such as gasoline; a portion of the contamination in the samples consisted of less volatile (longer chain) hydrocarbons which were indicative of a heavier petroleum product such as diesel. These laboratory analyses, however, were not performed to evaluate their initial compositions.

The currently excavated soil from the storage tank pit constitutes only a portion of the hydrocarbon-contaminated soil at the site. Interpretation of the existing data and additional subsurface investigations will be necessary to define the extent of contamination of both the soil and ground water at the site. Following a characterization of the extent and magnitude of the contamination, and the potential impacts of this contamination, appropriate options for site remediation can be presented. We hope that this letter is sufficient for your needs. Please do not hesitate to call if you have any questions.

Sincerely,
Applied GeoSystems


William R. Short
Project Geologist


Michael N. Clark
C.E.G. 1254



Applied GeoSystems

43255 Mission Blvd. Suite B. Fremont, CA 94539 (415) 651-1906

December 31, 1987
1231BPER

Mr. Bob Perez
Adjusters, Inc.
636 S. 2nd Street, Suite C
Covina, CA 91723

Subject: Verification of Insurance coverage for removal of contaminated soil; Incident No. 0681, Arco Service Station, Armour Oil Company No. 188, First and Ray Streets, Pleasonton, California.

At the request of Armour Oil Company, we are arranging for the removal of the contaminated soil which is stockpiled at the site referenced above.


One of our procedures in conjunction with a job of this magnitude is to verify payment for proposed work. We understand that this environmental work is being covered by your insurance company (Incident No. 0681), and we request written verification of coverage.

Please send us a letter which would verify the coverage of payment for the proposed work.

Enclosed is the Work Plan (AGS 87086-2P) and a proposed contract between Applied GeoSystems and Armour Oil Company which is an estimate of the cost to dispose of the soil. This estimate does not include the other work which is being done at the site.

Please do not hesitate to call if you have any questions.

Sincerely,
Applied Geosystems


Jim P. Duvall
Controller

cc: Levy, Bivona, and Cohen
Attention: Angelo Cupaiolo, New York
Attention: Michael Tancredi, Los Angeles



Bob Perez Adjusters, Inc.

636 S. Second St., Suite C
Covina, Ca. 91723
(818) 915-6761

JRR

January 5, 1988

B1
GSZ
2/16/88

California Regional Water Quality
Control Board - Region 2
1111 Jackson Street #604
Oakland, CA 94607

Re: Insured	:	<u>ARMOUR OIL CO</u>
Certificate #	:	<u>Armour Oil Company</u>
Incident #	:	28778
Y/File #	:	0681 <i>Case</i>
O/File #	:	PLI 15-15746
L/Location	:	87-143
		<u>4191 1st Street</u>
		<u>Pleasanton, California</u>

Gentlemen:

We are currently investigating the above loss which involves contamination caused by an unknown origin.

We would appreciate your advising our office as to whether or not your agency has been involved or is aware of any reported spills of diesel or gasoline in the area surrounding 4191 1st Street, Pleasanton, California.

We would appreciate hearing from you with regards to the above as soon as possible.

Very truly yours,

Bob Perez

Bob Perez
BOB PEREZ ADJUSTERS, INC.

BP:cj

cc: Levy, Bivona & Cohen
Michael Tancredi (LA)
Angelo Cupaiolo (NY)

CALIFORNIA REGIONAL WATER

JAN 13 1988

QUALITY CONTROL BOARD

TANKS TO BE REMOVED:

SIZE	TANK CONTENTS	AGE	LAST TIME TESTED	REASON FOR REMOVAL
TANK #1. 10 m	unleaded	N/A	N/A	To install double wall 12m
TANK #2. 10 m	unleaded			To install double wall 12m
TANK #3. 10 m	Super unleaded			To install double wall 12m
TANK #4. 10 m	Beganlar			To install
TANK #5.				
TANK #6.				

FIRE PREVENTION BUREAU
CITY OF PLEASANTON
APPROVED

Date 12-11-87 by R. Mueller

Approved plans shall not be changed, modified altered without authorization from the Fire Marshal.

This plot of plans shall be kept at the building site for use by any City Inspector. Do not erase, mutilate or deface.

Approval of plans shall not be construed to be an approval of details or violation of any municipal codes.

(ATTACH EXTRA SHEETS AS NECESSARY)

PLOT PLAN:

ATTACH A PLOT PLAN OF THE TANKS TO BE CLOSED. INDICATE THE NEAREST CROSS STREETS TO THE FACILITY, THE BUILDINGS IMMEDIATELY ADJACENT TO THE TANKS, AND THE LOCATION OF THE TANKS TO BE CLOSED.

(NOTE: PLOT PLAN MUST BE STAMPED AND CLOSURE PLAN APPROVED BY FIRE PREVENTION BUREAU BEFORE PERMIT CAN BE ISSUED.)

I DECLARE, UNDER THE PENALTY OF PERJURY, THAT THE AFOREMENTIONED INFORMATION AND ATTACHED PLOT PLAN(S) ARE CORRECT TO THE BEST OF MY KNOWLEDGE. IF THERE IS ANY CHANGE WHICH WOULD MATERIALLY AFFECT THE ABOVE INFORMATION, I WILL NOTIFY PLEASANTON FIRE DEPARTMENT, CHEMICAL SPECIALIST, OR FIRE MARSHALL, IN THE ABSENCE OF THE CHEMICAL SPECIALIST.

Bob L. Hockenfull 12-9-87

(APPLICANT'S SIGNATURE AND DATE)

FORM 181-302-7/87-REVISED

A chain link 6' high portable fence will be put up around tank excavation and site as necessary and required by Pleasanton Fire Dept.

signed Bob L. Hockenfull E.N.C.



Applied GeoSystems

43255 Mission Blvd. Suite B Fremont, CA 94539 (415) 651-1906

December 11, 1987
AGS 87086-3
1211rm

Mr. Rick Mueller
Pleasanton Fire Department
4444 Railroad Street
P.O. Box 520
Pleasanton, California 94566-0802

Subject: Contingency Plan for Arco Service Station, Armour Oil
Company No. 188, First and Ray Streets, Pleasanton,
California.

Mr. Mueller:

As per your request, this letter discusses a hydrocarbon contamination contingency plan for the above-referenced site with regard to removal of four 10,000-gallon gasoline product storage tanks. Following removal of the product tanks from the tank pit, soil samples will be collected from the native soil below each end of each tank and at additional locations as needed or directed by the local agency representative. Soil samples will also be collected from below the product lines approximately every 20 linear feet. The soil samples will be analyzed for total petroleum hydrocarbons (TPH) and the hydrocarbon constituents benzene, ethylbenzene, toluene, and total xylene isomers (BETX) by Environmental Protection Agency (EPA) Methods 8015 and 8020, respectively.

If any of the samples collected show concentrations of hydrocarbons greater than 1,000 parts per million (ppm) the area of high contamination will be excavated to the safe limits of the equipment on site or to the limits of project safety. Additional soil samples will then be collected at the base of the excavation and analyzed by the methods described above. If the additional laboratory analyses show levels of hydrocarbons over 1,000 ppm, we will recommend that the contamination be addressed further.

Applied GeoSystems' two previous investigations at the subject site (AGS 87065-1, dated July 14, 1987, AGS 87086-1, dated September 9, 1987) and our current investigation AGS 87086-3 (the work elements of which are discussed in our work plan AGS 87086-2, dated October 22, 1987) have shown that hydrocarbon contamination extends both laterally and vertically beyond the

December 11, 1987

AGS 87086-3

Contingency plan - Armour Oil Company No. 188 - Pleasanton, CA

extent of the current tanks. Significant levels of hydrocarbon contamination extend to depths of at least 35 feet at the site.

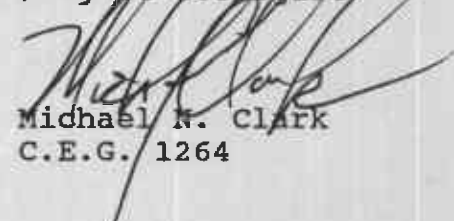
The results of our current investigation (AGS 87086-3) will help determine the most effective method of contamination mitigation at the site. Additional work such as additional on and off site soil borings and monitoring wells will probably be necessary, however, to characterize the vertical and lateral extent as well as the nature of the contamination prior to implementing the appropriate remediation operation.

Because of the large areal extent of the contamination and the relatively small and irregular area of the site, excavation beyond the tank pit and product lines would probably not be appropriate and, in our opinion, could impact structural integrity and site safety. It is our opinion that successful contamination remediation operations can be carried out with the new product storage tanks in place. Rather than further excavation we propose to address the contamination through one or more of the following operations; vertical soil venting, biodegradation, enhanced bioremediation, or chemical neutralization. These options can be successfully implemented with the two proposed 12,000-gallon underground storage tanks in place at the site. Please feel free to call if you have any questions regarding the content of this letter.

Sincerely,
Applied GeoSystems



William R. Short
Project Geologist



Michael N. Clark
C.E.G. 1264

cc: Armour Oil Company, Mr. Hank Armour
UNOCAL Corporation, Mr. Don Terry

CITY OF PLEASANTON FIRE DEPARTMENT
CLOSURE PLAN FOR UNDERGROUND STORAGE TANKS

AMOUNT OF FEE DUE CITY OF PLEASANTON: 756.00

FIRE PERMIT NUMBER (ALSO FUNCTIONS AS CLOSURE PLAN PERMIT) :

DATE CLOSURE PLAN SUBMITTED : 12-10-87

TANK CLOSURE PERMIT EXPIRES _____ DAYS FROM THE DATE OF CLOSURE PLAN APPROVAL.

FEE PAID AND DATE: 12-10-87 756.00

FACILITY NAME: union oil

PHONE # : 415-945-7674

FACILITY ADDRESS: 4191 First st Pleasanton

CONTACT PERSON: ~~Bob Hockshull~~
Bob Hockshull

TANK CLOSURE CONTRACTOR: Eddie Neal Const.

ADDRESS: 2825 Alton Ln

CITY: SANTA ROSA CA

PHONE NUMBER : 707-542-7569

NAME AND PHONE NUMBER OF FIRM WHO WILL TAKE SOIL SAMPLES:

Applied Geo Systems
Applied Geo Systems
PH #: 415-651-1906

NAME AND PHONE NUMBER OF LABORATORY THAT WILL ANALYZE SOIL SAMPLES:

Anumetric Lab
PH #: 408-629-1132

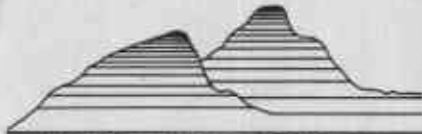
APPROXIMATE DATE OF TANK CLOSURE: A.S.A.P. (Pending Permits)

METHOD OF TANK CLOSURE:

- [] 1. ADDING DRY ICE (1.5 LBS PER 100 GALLON CAPACITY), MANIFEST AND REMOVE AS HAZARDOUS WASTE
- [X] 2. TRIPLE RINSE HAZARDOUS SLUDGE/RESIDUE, MANIFEST RESIDUE/SLUDGE AND REMOVE TANK(S).
- [] 3. OTHER PROCEDURE (DESCRIBE):

NAME OF TANK HAULER: John's Excavating

DESTINATION OF TANK(S): Triangle Incorporated P.O. Box 9795
Sacramento CA 95823



Applied GeoSystems

43255 Mission Blvd. Suite B Fremont, CA 94539 (415) 651-1906

FILE *GZ* *NC*

(01)

October 23, 1987

Mr. Greg Zentner
California Regional Water Quality Control Board
1111 Jackson Street
Room 6040
Oakland, California 94607

BI
GSZ
2/17/88

Arco/Armour 4191

Subject: Transmittal of Work Plan and Report, Supplemental
Subsurface Environmental Investigation at the Arco
Service Station, Armour Oil Company No. 188, First and
Ray Streets, Pleasanton, California

Mr. Zentner:

At the request of Armour Oil Company we are forwarding copies of a report of an investigation and a Work Plan proposing future work that Applied GeoSystems prepared for the above-referenced site. The report (87086-1) is dated September 9, 1987, and the Work Plan is dated October 22, 1987.

Data from our previous investigations at the site showed the presence of hydrocarbon contamination in soil samples collected from exploratory borings. The enclosed work plan presents our recommendations for further work. As we discussed on the telephone on October 22, Armour Oil Company is requesting that a member of the Regional Water Quality Control Board (RWQCB) contact their environmental insurance broker to verify that the work presented in the enclosed work plan meets the minimum requirements of the RWQCB to assess hydrocarbon contamination in soil and ground water at the site. We understand, and it should be expressed to the insurance adjuster, that based on the findings of the proposed work, additional work at the site may be needed to delineate or mitigate hydrocarbon contamination.

*I TALKED WITH MR. PEREZ
SOMEONE IN THE NOT TOO
DISTANT PAST - THERE SHOULD
BE A NOTE IN THE FILE
ON THE CONVERSATION.*

GSZ
2/17/88

CALIFORNIA REGIONAL WATER
EST 26 1997
QUALITY CONTROL BOARD

Mr. Fred Fiedler of Fiedler and Associates, an agent for Armour Oil, requested that the following information be included with this cover letter:

Insurance adjuster: Mr. Bob Perez, Adjusters, Inc.
Address: 636 S. 2nd Street
Suite C
Covina, California 91723
Telephone: 818-915-5761

Policy No.: San Diego Armour Oil 2878
Incident No.: 0681-0/File # 87-143
Location: 4191 First Street, Pleasanton, California

Because of the November 1 expiration of Armour Oil Company's environmental insurance, an immediate response to this letter and request would be appreciated. Please do not hesitate to call if you have any questions regarding the contents of the enclosed report or work plan.

Sincerely,
Applied GeoSystems



Glenn R. Dembroff
Director
Geologic Operations

cc: Mr. Byron Armour, Armour Oil Company
Mr. Fred Fiedler, Fiedler and Associates

Enclosures: Applied GeoSystems Report No. 87086-1
Applied GeoSystems Work Plan No. 87086-2P

FUELLEAK CASE RECORD

REVIEW DATE: [REDACTED]
SITE NAME: GAS-N-SAVE/ARCO? --- probably wrong
STREET NO.: 4191 1st St
STREET: 1ST ST.
CITY: PLEASANTON
COUNTY: 01
PRIORITY: B1
RANK:
SUBSTANCE/PRIMARY: 8006619
SUBSTANCE/SECONDARY:
CASE TYPE: U
STATUS: N

SOIL AFFECTED: U
MAXIMUM SOIL CONCENTRATION (ppm):
MAXIMUM RESIDUAL SOIL CONCENTRATION (ppm):
SOIL STATUS: N
DEPTH TO GROUNDWATER:
GROUNDWATER AFFECTED: U
MAXIMUM GROUNDWATER IMPACT:
GROUNDWATER STATUS: N
DRINKING WATER AFFECTED: U
DRINKING WATER STATUS: N
REMEDIAL ACTION: NT
DATE OF LAST CORR.: 7/23/84

DR = 11/8/82

a.r.

CITY OF PLEASANTON
FIRE DEPARTMENT
4444 RAILROAD AVENUE
PLEASANTON, CALIF 94566
(415) 847-8114

1/27/87

5. Emergency Response Plan. AB2185 which passed 9-28-85 requires businesses to prepare "business plans" to respond to hazardous material release emergencies. The plan must include:

1. Notification of local emergency rescue personnel (i.e. fire, police)
2. In-house procedures that your employees would follow if there were a safety emergency of any kind (i.e. fire, spills, earthquake).
3. Evacuation plans including procedures to immediately notify the business site and affected public if there is a release of hazardous materials.
4. Training for all new employees and annual training for all employees in safety procedures, and familiarity with the emergency response plan.
5. A list of all emergency equipment (e.g. absorbents, fire extinguishers, first aid, eye wash stations, breathing apparatus, etc.)

ARCO of Pleasanton
4191 First Street

At the first sign of an emergency situation arising, the manager or assistant manager (or attendant on duty) will sound a verbal alarm to all personnel and customers on the premises. The first priority is to get everyone away from any hazard threatening their safety.

Next, emergency forces are notified by dialing 911 from the station telephone or nearby instrument. At the same time, the attendant nearest the console will turn off all dispenser pumps. The ranking attendant will make sure that the emergency shut-off valve is actuated (closed).

If fire is involved attendants will determine if the small hand extinguisher on premises will be adequate and they will then be brought into play to attempt to knock-down or reduce the spread of the flames.

The final step for the manager/assist. mgr/ranking attendant will be to assist the emergency personnel in their assessment of the situation by pointing out physical characteristics and circumstances surrounding the emergency situation.

It will be the duty of the employee in charge to determine if any other fellow workers are injured or missing and to notify emergency workers of this fact. Employees are trained to reassemble across the street from the station in an open and visible place but out of the way of emergency workers and their vehicles.

CITY OF PLEASANTON
FIRE DEPARTMENT
4444 RAILROAD AVENUE
PLEASANTON, CALIF 94566
(415) 847-8114

7. Hazardous Materials Handling (Please describe how hazardous materials are handled to prevent accidental release).

See Monitoring Plan (Sec.3) Vapor recovery system helps prevent releases into the air. Visual inspection by cashier and other attendants help self-service customers to operate dispenser nozzles so as to prevent accidental releases of product into the environment.

The preceding information is true and correct. If there is any change which would materially affect any answer above, I will inform the City and apply for an appropriate amendment to this permit.

I declare under penalty of perjury that the foregoing information is true and correct.

Executed this 27 day of January, 19 87 at San Diego, CA

ARCO Service

Name of Business

4191 First Street

Address

Robert E. Andrews, Environmental Safety Officer

Printed Name and Title of Applicant

R E Andrews

Signature of Applicant

Underground Storage Statement

Who Must File: Each person storing hazardous substances in any underground container must file this form no later than July 1, 1984 for containers installed before October 1, 1984 and no later than January 1, 1985 for tanks used on or after that date.

Definition of Underground Containers: The law applies to concrete sumps, nonvaulted buried tanks or other underground containers. (Water Code section 13173) All containers, including earthen walled pits, ponds, lagoons and sumps, that are below the normal ground surface level must register. A tank sitting on the ground is not included. Containers partially beneath the surface are included. Lined or unlined pits, ponds and lagoons are covered if earth has been removed from the storage area to construct the facility. Normal grading is not considered construction below ground level.

Definition of Hazardous Substance: Any substance listed in Section 6382 of the Labor Code or in Section 25316 of the Health and Safety Code. This includes gasoline, diesel fuel, all industrial solvents, pesticides, herbicides and fumigants. If the material must be carried by a registered hauler, disposed of at a hazardous waste site, is explosive, generates pressure due to heat or decomposition or would harm humans or wildlife you must register.

The tank Wastes are included
Fee: For each tank registered a \$10 fee must be paid except that retail gasoline stations pay \$5 per tank.
Penalties: For failure to file, the penalty is \$500-\$5,000 per day. If you falsify information, you can be fined up to \$20,000 for each day the information is incorrect and has not been corrected.
Confidentiality: If you have information protected by trade secret laws, please attach a list of the information on this form that is confidential and the justification for confidentiality, including specific citations of relevant statutory and case law.
Multiple Containers: Fill I and II on one form and leave it blank on all the remaining forms. Attach all forms together securely. If you own more than 50 tanks you can file information on computer tape. Call 916/324-1262 for information.
This is not a Permit Application. All Underground Tanks will be subject to local regulation. Some jurisdictions have already begun programs. Check with your local county government for further information.

NOTE: ALL UNDERGROUND CONTAINERS MUST REGISTER EVEN IF STATE AND/OR LOCAL PERMITS ARE IN FORCE.

I Owner

Name (Corporation, Individual or Public Agency) ARMOUR OIL COMPANY			
Street Address 3500 Estudillo St.	City San Diego	State CA	ZIP 92110

II Facility

Facility Name GAS-N-SAVE		Owner/Operator/Supervisor Thomas Terry	
Street Address 4191 1st Street		Nearest Cross Street	
City Pleasanton	County Alameda	ZIP 94566	
Mailing Address Same		City	State ZIP
Phone w. area code (415) 462-1365	Type of Business <input checked="" type="checkbox"/> 01 Motor Vehicle Fuel Station <input type="checkbox"/> 02 Other: _____		
Number of Tanks at this Facility 4	Rural Areas Only:	Township	Range Section

III 24 Hour Emergency Contact Person

Days, Name (last, first, initial) and Phone w. area code ARMOUR, O.B. 619-291-1000	Days, Name (last, first, initial) and Phone w. area code ARMOUR, H.O. 619-291-1000
--	--

COMPLETE THE FOLLOWING ON A SEPARATE FORM FOR EACH CONTAINER

IV Description

A. <input checked="" type="checkbox"/> 01 Tank <input type="checkbox"/> 02 Sump <input type="checkbox"/> 03 Lagoon, Pit or Pond <input type="checkbox"/> 04 Other: _____	Container Number (if there is no number assign one): 88-1
B. Manufacturer (if appropriate): _____ Year of Mfg.: _____	C. Year Installed: _____ <input checked="" type="checkbox"/> Unknown
D. Container Capacity: 12000 gallons <input type="checkbox"/> Unknown	E. Container Repairs: <input type="checkbox"/> 01 None <input checked="" type="checkbox"/> 02 Unknown <input type="checkbox"/> 03 Yes Year _____
F. Is Container currently used? <input checked="" type="checkbox"/> 01 Yes <input type="checkbox"/> 02 No If No, year of last use: _____ <input type="checkbox"/> 03 Unknown	
G. Does the Container Store (Check One): <input type="checkbox"/> 01 Waste <input checked="" type="checkbox"/> 02 Product	
H. Does the Container Store Motor Vehicle Fuel or Waste Oil? <input checked="" type="checkbox"/> 01 Yes <input type="checkbox"/> 02 No If Yes, Check appropriate box(es) <input type="checkbox"/> 01 Unleaded <input checked="" type="checkbox"/> 02 Regular <input type="checkbox"/> 03 Premium <input type="checkbox"/> 04 Diesel <input type="checkbox"/> 05 Waste Oil <input type="checkbox"/> 06 Other (List) _____	

V Container Construction

A. Thickness of Primary Containment _____ <input type="checkbox"/> Gauge <input type="checkbox"/> Inches <input type="checkbox"/> cm <input checked="" type="checkbox"/> Unknown
B. <input type="checkbox"/> 01 Vaulted (Located in an underground Vault) <input checked="" type="checkbox"/> 02 Non-vaulted <input type="checkbox"/> 03 Unknown
C. <input type="checkbox"/> 01 Double Walled <input checked="" type="checkbox"/> 02 Single Walled <input type="checkbox"/> 03 Lined <input type="checkbox"/> 04 Wrapped <input type="checkbox"/> 05 Unknown <input type="checkbox"/> 06 None
D. <input checked="" type="checkbox"/> 01 Carbon Steel <input type="checkbox"/> 02 Stainless Steel <input type="checkbox"/> 03 Fiberglass <input type="checkbox"/> 04 Polyvinyl Chloride <input type="checkbox"/> 05 Concrete <input type="checkbox"/> 06 Aluminum <input type="checkbox"/> 07 Steel Clad <input type="checkbox"/> 08 Bronze <input type="checkbox"/> 09 Composite <input type="checkbox"/> 10 Non-metallic <input type="checkbox"/> 11 Earthen Walls <input type="checkbox"/> 12 Unknown <input type="checkbox"/> 13 Other: _____
E. <input type="checkbox"/> 01 Rubber Lined <input type="checkbox"/> 02 Alkyd Lining <input type="checkbox"/> 03 Epoxy Lining <input type="checkbox"/> 04 Phenolic Lining <input type="checkbox"/> 05 Glass Lining <input type="checkbox"/> 06 Clay Lining <input type="checkbox"/> 07 Unlined <input checked="" type="checkbox"/> 08 Unknown <input type="checkbox"/> 09 Other: _____
F. <input type="checkbox"/> 01 Polyethylene Wrap <input type="checkbox"/> 02 Vinyl Wrapping <input type="checkbox"/> 03 Cathodic Protection <input checked="" type="checkbox"/> 04 Unknown <input type="checkbox"/> 05 None <input type="checkbox"/> 06 Other: _____

Official Registration Form
California Water Resources Control Board
Hazardous Substance Storage Statement



Who Must File: Each person storing hazardous substances in any underground container must file this form no later than July 1, 1984 (After October 1, 1984 and no later than January 1, 1985 for tanks used on farms)

Definition of Underground Containers: The law applies to "concrete sumps, nonvaulted buried tanks or other underground containers" (Water Code section 13173) All containers including earthen walled pits, ponds, lagoons and sumps, that are below the normal ground surface level must register. A tank sitting on the ground is not included. Containers partially beneath the surface are included. Lined or unlined pits, ponds and lagoons are covered if earth has been removed from the storage area to construct the facility. Normal grading is not considered construction below ground level.

Definition of Hazardous Substance: Any substance listed in Section 6382 of the Labor Code or in Section 25316 of the Health and Safety Code. This includes gasoline, diesel fuel, all industrial solvents, pesticides, herbicides and fumigants. If the material must be carried by a registered hauler, disposed of at a hazardous waste site, is explosive, generates pressure due to heat or decomposition or would harm humans or wildlife you must register

the tank. Wastes are included

Fee: For each tank registered a \$10 fee must be paid except that retail gasoline stations pay \$5 per tank

Penalties: For failure to file, the penalty is \$500-\$5,000 per day. If you falsify information, you can be fined up to \$20,000 for each day the information is incorrect and has not been corrected

Confidentiality: If you have information protected by trade secret laws, please attach a list of the information on this form that is confidential and the justification for confidentiality, including specific citations of relevant statutory and case law

Multiple Containers: Fill I and II on one form and leave it blank on all the remaining forms. Attach all forms together securely. If you own more than 50 tanks you can file information on computer tape. Call 916/324-1262 for information

This is not a Permit Application. All Underground Tanks will be subject to local regulation. Some jurisdictions have already begun programs. Check with your local county government for further information.

NOTE: ALL UNDERGROUND CONTAINERS MUST REGISTER EVEN IF STATE AND/OR LOCAL PERMITS ARE IN FORCE.

I Owner

Name (Corporation, Individual or Public Agency) ARMOUR OIL COMPANY			
Sweet Address 3500 Estudillo St.	City San Diego	State CA	ZIP 92110

II Facility

Facility Name GAS-N-SAVE		Dealer/Foreman/Supervisor Thomas Terry	
Street Address 4101 1st Street		Nearest Cross Street	
City Pleasanton	County Alameda	ZIP 94568	
Mailing Address Same		City	State ZIP
Phone w/area code (415) 482-1365	Type of Business <input checked="" type="checkbox"/> 01 Motor Vehicle Fuel Station <input type="checkbox"/> 02 Other: _____		
Number of Tanks at this Facility 4	Rural Area Only:	Township	Range Section

III 24 Hour Emergency Contact Person

Day: Name (last name first) and Phone w/area code ARMOUR, O.B. 619-291-1000	Night: Name (last name first) and Phone w/area code ARMOUR, H.O. 619-291-1000
---	---

COMPLETE THE FOLLOWING ON A SEPARATE FORM FOR EACH CONTAINER

IV Description

A <input checked="" type="checkbox"/> 01 Tank <input type="checkbox"/> 02 Sump <input type="checkbox"/> 03 Lagoon, Pit or Pond <input type="checkbox"/> 04 Other: _____	Container Number (if there is no number, assign one) 88-2
B. Manufacturer (if appropriate) _____ Year of Mfg: _____	C. Year Installed: _____ <input checked="" type="checkbox"/> Unknown
D. Container Capacity 12,000 gallons <input type="checkbox"/> Unknown	E. Container Repairs <input type="checkbox"/> 01 None <input checked="" type="checkbox"/> 02 Unknown <input type="checkbox"/> 03 Yes Year: _____
F. Is Container currently used? <input checked="" type="checkbox"/> 01 Yes <input type="checkbox"/> 02 No If No, year of last use _____ <input type="checkbox"/> 03 Unknown	
G. Does the Container Store (Check One) <input type="checkbox"/> 01 Waste <input checked="" type="checkbox"/> 02 Product	
H. Does the Container Store Motor Vehicle Fuel or Waste Oil? <input checked="" type="checkbox"/> 01 Yes <input type="checkbox"/> 02 No If Yes, Check appropriate box(es): <input type="checkbox"/> 01 Unleaded <input checked="" type="checkbox"/> 02 Regular <input type="checkbox"/> 03 Premium <input type="checkbox"/> 04 Diesel <input type="checkbox"/> 05 Waste Oil <input type="checkbox"/> 06 Other (List) _____	

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B. <input type="checkbox"/> 01 Vaulted (Located in an underground Vault) <input checked="" type="checkbox"/> 02 Non-vaulted <input type="checkbox"/> 03 Unknown
C. <input type="checkbox"/> 01 Double Walled <input checked="" type="checkbox"/> 02 Single Walled <input type="checkbox"/> 03 Lined <input type="checkbox"/> 04 Wrapped <input type="checkbox"/> 05 Unknown <input type="checkbox"/> 06 None
D. <input checked="" type="checkbox"/> 01 Carbon Steel <input type="checkbox"/> 02 Stainless Steel <input type="checkbox"/> 03 Fiberglass <input type="checkbox"/> 04 Polyvinyl Chloride <input type="checkbox"/> 05 Concrete <input type="checkbox"/> 06 Aluminum <input type="checkbox"/> 07 Steel Clad <input type="checkbox"/> 08 Bronze <input type="checkbox"/> 09 Composite <input type="checkbox"/> 10 Non-metallic <input type="checkbox"/> 11 Earthen Walls <input type="checkbox"/> 12 Unknown <input type="checkbox"/> 13 Other: _____
E. <input type="checkbox"/> 01 Rubber Lined <input type="checkbox"/> 02 Alkyd Lining <input type="checkbox"/> 03 Epoxy Lining <input type="checkbox"/> 04 Phenolic Lining <input type="checkbox"/> 05 Glass Lining <input type="checkbox"/> 06 Clay Lining <input type="checkbox"/> 07 Unlined <input checked="" type="checkbox"/> 08 Unknown <input type="checkbox"/> 09 Other: _____
F. <input type="checkbox"/> 01 Polyethylene Wrap <input type="checkbox"/> 02 Vinyl Wrapping <input type="checkbox"/> 03 Cathodic Protection <input checked="" type="checkbox"/> 04 Unknown <input type="checkbox"/> 05 None <input type="checkbox"/> 09 Other: _____

**Official Registration Form
California Resources Control Board
Hazardous Substance Storage Statement**



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the tank. Wastes are included

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Penalties: For failure to file, the penalty is \$500-\$5,000 per day. If you falsify information, you can be fined up to \$20,000 for each day the information is incorrect and has not been corrected.

Confidentiality: If you have information protected by trade secret laws, please attach a list of the information on this form that is confidential and the justification for confidentiality, including specific citations of relevant statutory and case law.

Multiple Containers: Fill I and II on one form and leave it blank on all the remaining forms. Attach all forms together securely. If you own more than 50 tanks you can file information on computer tape. Call 916/324-1262 for information.

This is not a Permit Application. All Underground Tanks will be subject to local regulation. Some jurisdictions have already begun programs. Check with your local county government for further information.

NOTE: ALL UNDERGROUND CONTAINERS MUST REGISTER EVEN IF STATE AND/OR LOCAL PERMITS ARE IN FORCE.

I Owner

Name (Corporation, Individual or Public Agency) ARMOUR OIL COMPANY			
Street Address 3500 Estudillo St.	City San Diego	State CA	ZIP 92110

II Facility

Facility Name GAS-N-SAVE		Owner/Foreman/Supervisor Thomas Terry	
Street Address 4101 1st Street		Nearest Cross Street	
City Pleasanton	County Alameda	ZIP 94568	
Mailing Address Same		City	State ZIP
Phone number code (415) 462-1365	Type of Business <input checked="" type="checkbox"/> Motor Vehicle Fuel Station <input type="checkbox"/> Other		
Number of Tanks at this Facility 4	Rural Areas Only:	Township	Range Section

III 24 Hour Emergency Contact Person

Days, Name (last name first) and Phone w/area code ARMOUR, O.B. 619-291-1000	Name (last name first) and Phone w/area code ARMOUR, H.O. 619-291-1000
--	--

COMPLETE THE FOLLOWING ON A SEPARATE FORM FOR EACH CONTAINER

IV Description

A. <input checked="" type="checkbox"/> Tank <input type="checkbox"/> Sump <input type="checkbox"/> Lagoon, Pit or Pond <input type="checkbox"/> Other: _____	Container Number (if there is no number, assign one) 88-4
B. Manufacturer (if appropriate): _____ Year of Mfg.: _____	C. Year Installed: _____ <input checked="" type="checkbox"/> Unknown
D. Container Capacity 12,000 gallons <input type="checkbox"/> Unknown	E. Container Repairs: <input type="checkbox"/> None <input checked="" type="checkbox"/> Unknown <input type="checkbox"/> Yes Year: _____
F. Is Container currently used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, year of last use _____ <input type="checkbox"/> Unknown	
G. Does the Container Store (Check One): <input type="checkbox"/> Waste <input checked="" type="checkbox"/> Product	
H. Does the Container Store Motor Vehicle Fuel or Waste Oil? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Check appropriate box(es): <input checked="" type="checkbox"/> Unleaded <input type="checkbox"/> Regular <input type="checkbox"/> Premium <input type="checkbox"/> Diesel <input type="checkbox"/> Waste Oil <input type="checkbox"/> Other (List): _____	

V Container Construction

A. Thickness of Primary Containment: _____ <input type="checkbox"/> Gauge <input type="checkbox"/> Inches <input type="checkbox"/> cm <input checked="" type="checkbox"/> Unknown
B. <input type="checkbox"/> Vaulted (Located in an underground Vault.) <input checked="" type="checkbox"/> Non-vaulted <input type="checkbox"/> Unknown
C. <input type="checkbox"/> Double Walled <input checked="" type="checkbox"/> Single Walled <input type="checkbox"/> Lined <input type="checkbox"/> Wrapped <input type="checkbox"/> Unknown <input type="checkbox"/> None
D. <input checked="" type="checkbox"/> Carbon Steel <input type="checkbox"/> Stainless Steel <input type="checkbox"/> Fiberglass <input type="checkbox"/> Polyvinyl Chloride <input type="checkbox"/> Concrete <input type="checkbox"/> Aluminum <input type="checkbox"/> Steel Clad <input type="checkbox"/> Bronze <input type="checkbox"/> Composite <input type="checkbox"/> Non-metallic <input type="checkbox"/> Earthen Walls <input type="checkbox"/> Unknown <input type="checkbox"/> Other: _____
E. <input type="checkbox"/> Rubber Lined <input type="checkbox"/> Alkyd Lining <input type="checkbox"/> Epoxy Lining <input type="checkbox"/> Phenolic Lining <input type="checkbox"/> Glass Lining <input type="checkbox"/> Clay Lining <input type="checkbox"/> Unlined <input checked="" type="checkbox"/> Unknown <input type="checkbox"/> Other: _____

Hazardous Substance Storage Statement

Who Must File: Each person storing hazardous substances in any underground container must file this form no later than July 1, 1984 (After October 1, 1984, the date is January 1, 1985 for tanks used on farm).

Definition of Underground Containers: The law applies to concrete sumps, unvented buried tanks or other underground containers (Water Code section 13173). All containers, including earthen walled pits, ponds, lagoons and sumps, that are below the normal ground surface level must register. A tank sitting on the ground is not included. Containers partially beneath the surface are included. Lined or unlined pits, ponds and lagoons are covered if earth has been removed from the storage area to construct the facility. Normal grading is not considered construction below ground level.

Definition of Hazardous Substance: Any substance listed in Section 6382 of the Labor Code or in Section 25316 of the Health and Safety Code. This includes gasoline, diesel fuel, all industrial solvents, pesticides, herbicides and fumigants. If the material must be carried by a registered hauler, disposed of at a hazardous waste site, is explosive, generates pressure due to heat or other composition or would harm humans or wildlife you must register.

the tank. Wastes are included.

Fee: For each tank registered a \$10 fee must be paid. (Except that retail gasoline stations pay \$5 per tank).

Penalties: For failure to file, the penalty is \$500-\$5,000 per day. If you falsify information, you can be fined up to \$20,000 for each day the information is incorrect and has not been corrected.

Confidentiality: If you have information protected by trade secret laws, please attach a list of the information on this form that is confidential and the justification for confidentiality, including specific citations of relevant statutory and case law.

Multiple Containers: Fill I and II on one form and leave it blank on all the remaining forms. Attach all forms together securely. If you own more than 50 tanks you can file information on computer tape. Call 916/324-1262 for information.

This is not a Permit Application. All Underground Tanks will be subject to local regulation. Some jurisdictions have already begun programs. Check with your local county government for further information.

NOTE: ALL UNDERGROUND CONTAINERS MUST REGISTER EVEN IF STATE AND/OR LOCAL PERMITS ARE IN FORCE.

I Owner

Name (Corporation, Individual or Public Agency) ARMOUR OIL COMPANY			
Street Address 3500 Estudillo St.	City San Diego	State CA	ZIP 92110

II Facility

Facility Name GAS-N-SAVE		Dealer, Foreman/Supervisor Thomas Terry	
Street Address 4101 1st Street		Nearest Cross Street	
City Pleasanton		County Alameda	ZIP 94566
Mailing Address Same		City	State ZIP
Phone w/area code (415) 462-1365		Type of Business <input checked="" type="checkbox"/> Motor Vehicle Fuel Station <input type="checkbox"/> Other: _____	
Number of Tanks at this Facility 4	Rural Areas Only:	Township	Range Section

III 24 Hour Emergency Contact Person

Day Name (last name first) and Phone w/area code ARMOUR, O.B. 619-291-1000	Night Name (last name first) and Phone w/area code ARMOUR, H.O. 619-291-1000
--	--

COMPLETE THE FOLLOWING ON A SEPARATE FORM FOR EACH CONTAINER

IV Description

<input checked="" type="checkbox"/> Tank <input type="checkbox"/> Sump <input type="checkbox"/> Lagoon, Pit or Pond <input type="checkbox"/> Other: _____		Container Number (if there is no number assign one) 88-3
Manufacturer (if appropriate): _____ Year of Mfg: _____		C. Year Installed: <input checked="" type="checkbox"/> Unknown
Container Capacity 12000 gallons <input type="checkbox"/> Unknown	E. Container Repairs: <input type="checkbox"/> None <input checked="" type="checkbox"/> Unknown <input type="checkbox"/> Yes Year: _____	
Is container currently used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, year of last use: _____ <input type="checkbox"/> Unknown		
Where is the Container Store (Check One) <input type="checkbox"/> Waste <input checked="" type="checkbox"/> Product		
Is the Container Store Motor Vehicle Fuel or Waste Oil? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Check appropriate box(es):		
Fuel: <input type="checkbox"/> Unleaded <input type="checkbox"/> Regular <input type="checkbox"/> Premium <input type="checkbox"/> Diesel <input type="checkbox"/> Waste Oil <input type="checkbox"/> Other (List): _____		
Container Construction		
Thickness of Primary Containment: _____ <input type="checkbox"/> Gauge <input type="checkbox"/> Inches <input type="checkbox"/> cm <input checked="" type="checkbox"/> Unknown		
Vaulted (Located in an underground Vault) <input checked="" type="checkbox"/> Non-vaulted <input type="checkbox"/> Unknown		
<input type="checkbox"/> Double Walled <input checked="" type="checkbox"/> Single Walled <input type="checkbox"/> Lined <input type="checkbox"/> Wrapped <input type="checkbox"/> Unknown <input type="checkbox"/> None		
<input type="checkbox"/> Carbon Steel <input type="checkbox"/> Stainless Steel <input type="checkbox"/> Fiberglass <input type="checkbox"/> Polyvinyl Chloride <input type="checkbox"/> Concrete <input type="checkbox"/> Aluminum		
<input type="checkbox"/> Steel Clad <input type="checkbox"/> Bronze <input type="checkbox"/> Composite <input type="checkbox"/> Non-metallic <input type="checkbox"/> Earthen Walls		
<input type="checkbox"/> Unknown <input type="checkbox"/> Other: _____		
<input type="checkbox"/> Rubber Lined <input type="checkbox"/> Alkyd Lining <input type="checkbox"/> Epoxy Lining <input type="checkbox"/> Phenolic Lining <input type="checkbox"/> Glass Lining <input type="checkbox"/> Clay Lining		
<input type="checkbox"/> Unlined <input checked="" type="checkbox"/> Unknown <input type="checkbox"/> Other: _____		
<input type="checkbox"/> Polyethylene Wrap <input type="checkbox"/> Vinyl Wrapping <input type="checkbox"/> Cathodic Protection <input checked="" type="checkbox"/> Unknown <input type="checkbox"/> None <input type="checkbox"/> Other: _____		

APPLICATION FOR PERMIT TO OPERATE UNDERGROUND STORAGE TANK

() 01 NEW PERMIT () 05 RENEWED PERMIT () 07 TANK CLOSED () 09 DELETE FROM FILE (NO FEE)
 () 02 CONDITIONAL PERMIT () 06 AMENDED PERMIT () 08 MINOR CHANGE (NO SURCHARGE)

I OWNER

NAME (CORPORATION, INDIVIDUAL OR PUBLIC AGENCY) ARMOUR OIL COMPANY		PUBLIC AGENCY ONLY () 01 FED () 02 STATE () 03 LOCAL	
STREET ADDRESS 3500 ESTUDILLO ST.	CITY SAN DIEGO	STATE CA	ZIP 92110

II FACILITY

FACILITY NAME GAS-N-SAVE		DEALER/FOREMAN/SUPERVISOR THOMAS TERRY	
STREET ADDRESS 4191 1ST ST		NEAREST CROSS STREET	
CITY PLEASANTON		COUNTY ALAMEDA	ZIP 94566
MAILING ADDRESS 4191 1ST ST		CITY PLEASANTON	STATE CA ZIP 94566
PHONE W/AREA CODE 415-462-1365	TYPE OF BUSINESS (X) 01 GASOLINE STATION () 02 OTHER		
NUMBER OF CONTAINERS 4	RURAL AREAS ONLY :	TOWNSHIP	RANGE SECTION

III 24 HOUR EMERGENCY CONTACT PERSON

DAYS: NAME (LAST NAME FIRST) AND PHONE W/AREA CODE ARMOUR, O. B. 619-291-1000	NIGHTS: NAME (LAST NAME FIRST) AND PHONE W/AREA CODE ARMOUR, H. O. 619-291-1000
--	--

COMPLETE THE FOLLOWING ON A SEPARATE FORM FOR EACH CONTAINER

IV DESCRIPTION

A. (X) 01 TANK () 04 OTHER:	CONTAINER NUMBER 88-1
B. MANUFACTURER (IF APPROPRIATE):	YEAR MFG: C. YEAR INSTALLED (X) UNKNOWN
D. CONTAINER CAPACITY: 12000 GALLONS () UNKNOWN	E. DOES THE CONTAINER STORE: () 01 WASTE (X) 02 PRODUCT
F. DOES THE CONTAINER STORE MOTOR VEHICLE FUEL OR WASTE OIL ? (X) 01 YES () 02 NO IF YES CHECK APPROPRIATE BOX(ES): () 01 UNLEADED (X) 02 REGULAR () 03 PREMIUM () 04 DIESEL () 05 WASTE OIL () 06 OTHER	

V CONTAINER CONSTRUCTION

A. THICKNESS OF PRIMARY CONTAINMENT: () GAUGE () INCHES () CM (X) UNKNOWN
B. () 01 VAULTED (LOCATED IN AN UNDERGROUND VAULT) (X) 02 NON-VAULTED () 03 UNKNOWN
C. () 01 DOUBLE WALLED (X) 02 SINGLE WALLED () 03 LINED
D. (X) 01 CARBON STEEL () 02 STAINLESS STEEL () 03 FIBERGLASS () 04 POLYVINYL CHLORIDE () 05 CONCRETE () 06 ALUMINUM () 07 STEEL CLAD () 08 BRONZE () 09 COMPOSITE () 10 NON-METALLIC () 12 UNKNOWN () 13 OTHER:



CITY OF PLEASANTON

P.O. BOX 520 • PLEASANTON, CALIFORNIA 94566-0802

June 10, 1986

CITY OFFICES
200 OLD BERNAL AVE.

CITY COUNCIL
847-8001

CITY MANAGER
847-8008

CITY ATTORNEY
847-8003

FINANCE
847-8033

PERSONNEL
847-8012

PLANNING
847-8023

ENGINEERING
847-8041

BUILDING INSPECTION
847-8015

COMMUNITY SERVICES
847-8160

WATER SERVICES
15 SUNOL BLVD.

WATER
847-8056

SEWERY
847-8061

WATER
847-8066

WATER
847-8071

FIRE
4444 RAILROAD AVE.
847-8114

POLICE
4833 BERNAL AVE.
847-8127

Armour Oil Company
Mr. John Spickerman
1370 Atwater
Atwater, California 95301

Re: 4191 First Street, Pleasanton

Dear John:

After receiving a complaint from a customer on June 9th of being sprayed by gasoline, we made an inspection of the Arco Station at 4191 First St., Pleasanton. We noted that pump number 5 dispensary hose was cracked and spilling fuel, a violation of the Hazardous Materials Ordinance, Section 6.01 Ala recordable unauthorized discharge of a Hazardous Material, which is also a violation of the Uniform Fire Code.

Pump numbers 1, 3, 8 and 9 on the north side, hoses were deteriorated or damaged. On the south side on Ray Street side pump numbers 12, 3 and 7 also are deteriorated or damaged. It was also noted that pump number 10 on the south side was leaking and that other hoses were showing signs of deterioration or damage. Upon reinspection on the morning of June 10th, we noted that many of the hoses had been repaired. During our reinspection on June 10th we noted the following additional items that need to be repaired:

South Side - Ray Street

1. #10 Nozzle leaking - both lines
2. # 3 Vapor recovery line cracked
3. # 9 Pump unit appears to be leaking
4. #12 Vapor line crushed
5. # 8 Vapor line crushed at nozzle
6. # 8 Gas line crushed at pump
7. # 6 Gas line crushed at pump
8. # 5 Pump leaking

North Side

1. # 1 Vapor line deteriorated at pump
2. # 7 Vapor line deteriorated at pump
3. # 9 Gas hose crushed

Hopefully this will help to avoid a future violation of the Hazardous Materials Ordinance or of the Uniform Fire Code. Please contact 847-8114 as soon as items are completed for a reinspection for return to service.

Sincerely,

Michael St. John, Lieutenant

ARCO Petroleum Products Company
2000 Alameda de las Pulgas
Mailing Address: Box 5811
San Mateo, California 94402
Telephone 415 571 2400

February 24, 1986

FAC90755-L102

S D ARMOUR OIL CO #1
P O BOX 85302
SAN DIEGO CA

92138

Dear ARCO customer:

Federal law and the U. S. Environmental Protection Agency (EPA) regulation have set forth some rules which require certain owners of underground storage tanks to submit notices, as specified, to designated state agencies or departments for each underground tank they own. The purpose of the notification program is to assist EPA and the States in locating and evaluating underground storage tanks. The specifics of these rules are contained in the Federal Register, Volume 50, Number 217, dated November 8, 1985. The rules include the following provisions:

1. Owners of certain underground tanks used to store petroleum or hazardous substances on or after November 8, 1984 must notify designated State or local agencies of the existence of their tanks by May 8, 1986. Owners who bring tanks into use after May 8, 1986, must notify within 30 days.
2. Owners of certain underground tanks used to store petroleum or hazardous substances that were taken out of operation after January 1, 1974 must also be reported unless they were removed from the ground.
3. As appropriate, the notifications must include the age, size, location, the name of the substance stored, and the type of tank.
4. Sellers of petroleum and hazardous substances to be deposited in underground storage tanks must "reasonably notify" the owner or operator of the underground storage tanks of their obligation to register their underground storage tanks.

This letter is being sent to you in response to the requirement that ARCO, as a seller of regulated substances which are to be deposited, inform its customers of their responsibility to register

Page 2

their underground storage tanks. If you should resell a regulated substance to be deposited in an underground tank, you also have an obligation to inform your customers of their notification responsibility.

Although this notification program is mandated by Federal law, the States have been given the responsibility to implement their own notification programs. All notifications are to be submitted to the designated state agencies. We have attached a listing of the designated state agencies and advise you to contact the agency in your state for further information regarding compliance with state programs. We have also enclosed a copy of the notification form developed by EPA. The States may develop more comprehensive forms which might require additional information.

An underground storage tank that has already been registered in California meets the federal notification requirements for tank owners and no further action is required.

Sincerely,



S. H. Schrader
Region Manager

• Attachments

LIST OF AGENCIES DESIGNATED TO RECEIVE NOTIFICATIONS

Alabama (EPA Form)

Alabama Department of Environmental Mgmt.
Ground Water Section/Water Division
1751 Federal Drive
Montgomery, Alabama 36130

Alaska (EPA Form)

Department of Environmental Conservation
Pouch O
Juneau, Alaska 99811
907/465-2653

American Samoa (EPA Form)

Executive Secretary
Environmental Quality Commission
Office of the Governor
American Samoan Government
Pago Pago, American Samoa 96799
Attention: UST Notification

Arizona (EPA Form)

Attention: UST Coordinator
Arizona Department of Health Services
Environmental Health Services
2005 N. Central
Phoenix, Arizona 85004

Arkansas (EPA Form)

Arkansas Department of Pollution Control and Ecology
P. O. Box 9583
Little Rock, Arkansas 72219
501/562-7444

California (State Form)

Ed Anton
California Water Resources Control Board
P. O. Box 100
Sacramento, California 95801
916/445-9552

Colorado (EPA Form)

Kenneth Mesch, Section Chief
Colorado Department of Health
Waste Management Division
Underground Tank Program
4210 East 11th Avenue
Denver, Colorado 80220
303/320-8333 Ext. 4364

Connecticut (State Form)

Hazardous Materials Management Unit
Department of Environmental Protection
State Office Building
165 Capitol Avenue
Hartford, Connecticut 06106

Delaware (State Form)

Division of Air and Waste Management
Department of Natural Resources and Environmental Control
P. O. Box 1401
89 Kings Highway
Dover, Delaware 19903
302/736-5409

District of Columbia (EPA Form)

Attention: UST Notification Form
Department of Consumer and Regulatory Affairs
Pesticides and Hazardous Waste Management Branch
Room 114
5010 Overlook Avenue, S.W.
Washington, D.C. 20032

Florida (State Form)

Florida Department of Environmental Regulation
Solid Waste Section
Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32301
904/487-4398

Georgia (EPA Form)

Georgia Department of Natural Resources
Environmental Protection Division
Underground Storage Tank Program
3420 Norman Berry Drive
Hapeville, Georgia 30354

Guam (State Form)

James B. Branch, Administrator
Guam Environmental Protection Agency
P. O. Box 2999
Agana, Guam 96910
Overseas Operator (Commercial Call 646-8863)

Hawaii (EPA Form)

Chief, Noise and Radiation Branch
Hawaii Department of Health
591 Ala Moana Boulevard
Honolulu, Hawaii 96801
808/548-4129

Idaho (EPA Form)

Underground Storage Tank Coordinator
Water Quality Bureau
Idaho Department of Health & Welfare
Division of Environment
450 W. State Street
Boise, Idaho 83720
208/334-4251

Illinois (EPA Form)

Underground Storage Tank Coordinator
Division of Fire Prevention
Office of State Fire Marshal
3150 Executive Park Drive
Springfield, Illinois 62703-4599

Indiana (EPA Form)

Division of Land Pollution Control, UST Program
Indiana State Board of Health
P. O. Box 7015
Indianapolis, Indiana 46207
317/243-5060

Iowa (State Form)

Iowa Department of Water, Air and Waste Management
900 East Grand
Des Moines, Iowa 50319
515/281-8692

Kansas (EPA Form)
Office of Environmental Geology
Kansas Department of Health & Environment
Forbes Field, Building 740
Topeka, Kansas 66620
913/862-9360 Ext. 221

Kentucky (State Form)
Natural Resources Cabinet
Division of Waste Management, Attention, Vicki Pettus
18 Reilly Road
Frankfort, Kentucky 40601
502/564-6716

Louisiana (State Form)
Patricia L. Norton, Secretary
Louisiana Department of Environmental Quality
P. O. Box 44066
Baton Rouge, Louisiana 70804
504/342-1265

Maine (State Form)
Attention: Underground Tanks Program
Bureau of Oil & Hazardous Material Control
Department of Environmental Protection
State House - Station 17
Augusta, Maine 04333
207/289-2651

Maryland (EPA Form)
Science and Health Advisory Group
Office of Environmental Programs
201 West Preston Street
Baltimore, Maryland 21201

Massachusetts (EPA Form)
UST Registry, Department of Public Safety
1010 Commonwealth Avenue
Boston, Massachusetts 02215
617/566-4500

Michigan (EPA Form)
Ground Water Quality Division
Department of Natural Resources
Box 30157
Lansing, Michigan 48909

Minnesota (State Form)
Underground Storage Tank Program
Division of Solid and Hazardous Wastes
Minnesota Pollution Control Agency
1935 West County Road, B-2
Roseville, Minnesota 55113

Mississippi (EPA Form)
Department of Natural Resources
Bureau of Pollution Control
P. O. Box 10385
Jackson, Mississippi 39209

Missouri (EPA Form)
Gordon Ackley, UST Coordinator
Missouri Department of Natural Resources
P. O. Box 176
Jefferson City, Missouri 65102

Montana (EPA Form)
Solid and Hazardous Waste Bureau
Department of Health and Environmental Science
Cogswell Building, Room 8201
Helena, Montana 59620

Nebraska (EPA Form)
Nebraska State Fire Marshal
P. O. Box 94677
Lincoln, Nebraska 68509-4677

Nevada (EPA Form)
Attention: Underground Storage Tanks
Division of Environmental Protection
Department of Conservation and Natural Resources
Capitol Complex
201 S. Fall Street
Carson City, Nevada 89710
800/992-0900 Ext. 4670

New Hampshire (EPA Form)
Water Supply and Pollution Control Commission
Hazen Drive
P. O. Box 95
Concord, New Hampshire 03301
Attention: UST Registration
603/271-3503

New Jersey (State Form)
Underground Storage Tank Coordinator
Department of Environmental Protection
Division of Water Resources (CN-029)
Trenton, New Jersey 08625
609/292-0424

New Mexico (EPA Form)
New Mexico Environmental Improvement Division
Ground Water/Hazardous Waste Bureau
P. O. Box 968
Santa Fe, New Mexico 87504
505/827-2933 or 505/827-2918

New York (EPA Form)
Bulk Storage Section
Division of Water
Department of Environmental Conservation
50 Wolf Road, Room 326
Albany, New York 12233-0001
518/457-4351

North Carolina (EPA Form)
Division of Environmental Mgmt./Ground Water Section
Dept. of Natural Resources & Community Development
P. O. Box 27687
Raleigh, North Carolina 27611
919/733-5083

North Dakota (State Form)
Division of Hazardous Waste Mgmt. and Special Studies
North Dakota Department of Health
Box 5520
Bismarck, North Dakota 58502-5520

Northern Mariana Islands (EPA Form)
Chief
Division of Environmental Quality
P. O. Box 1304
Commonwealth of Northern Mariana Islands
Saipan, CM 96950
Overseas Operator 6984
Cable Address: GOV. NMI Saipan

Ohio (State Form)
State Fire Marshal's Office, UTN
Department of Commerce
8895 E. Main Street
Reynoldsburg, Ohio 43068
State Hotline 800/282-1927

Oklahoma (EPA Form)
Underground Storage Tank Program
Oklahoma Corporation Comm.
Jim Thorpe Building
Oklahoma City, Oklahoma 73105

Oregon *
Underground Storage Tank Program
Hazardous and Solid Waste Division
Department of Environmental Quality
P. O. Box 1760
Portland, Oregon 97207
503/229-5788

Pennsylvania (EPA Form)
Pennsylvania Department of Environmental Resources
Bureau of Water Quality Management/Ground Water Unit
9th Floor, Fulton Building
P. O. Box 2063
Harrisburg, Pennsylvania 17120

Puerto Rico (EPA Form)
Director, Water Quality Control Area
Environmental Quality Board
Commonwealth of Puerto Rico
P. O. Box 11488
Sanjurjo, Puerto Rico 00910
809/725-0717

Rhode Island (EPA Form)
UST Registration
Department of Environmental Management
204 Cannon Building
75 Davis Street
Providence, Rhode Island 02908
401/277-2234

South Carolina (State Form)
Attention: Susana Workman
Groundwater Protection Division
South Carolina Dept. of Health and Environmental Control
2600 Bull Street
Columbia, South Carolina 29201
803/758-5213

South Dakota (EPA Form)
Office of Water Quality
Department of Water and Natural Resources
Joe Foss Building
Pierre, South Dakota 57501

Tennessee (EPA Form)
Terry K. Cothron, Director
Division of Ground Water Protection
Tennessee Department of Health and Environment
150 Ninth Avenue, North
Nashville, Tennessee 37219-5404
615/741-7206

Texas (EPA Form)
Underground Storage Tank Program
Texas Water Commission
P. O. Box 13087
Austin, Texas 78711

Utah (EPA Form)
Kenneth L. Alkema
Division of Environmental Health
P.O. Box 45500
Salt Lake City, Utah 84145-0500

Vermont (State Form)
Underground Storage Tank Program
Vermont AEC/Waste Management Division
State Office Building
Montpelier, Vermont 05602
802/828-3395

Virginia (EPA Form)
Russell P. Ellison, III, P.G.
Virginia Water Control Board
P.O. Box 11143
Richmond, Virginia 23230-1143
804/257-6685

Virgin Islands (EPA Form)
205(J) Coordinator
Division of Natural Resources Management
14F Building 111, Watergut Homes
Christiansted, St. Croix, Virgin Islands 00820

Washington (State Form)
Earl W. Tower, Supervisor
Department of Ecology, M/S PV-11
Management Division, Solid and Hazardous Waste
Olympia, Washington 98504-8711
206/459-6316

West Virginia (EPA Form)
Attention: UST Notification
Solid and Hazardous Waste/Ground Water Branch
West Virginia Department of Natural Resources
1201 Greenbriar Street
Charleston, West Virginia 25311

Wisconsin (State Form)
Bureau of Petroleum Inspection
P. O. Box 7969
Madison, Wisconsin 53707
608/266-7605

Wyoming (EPA Form)
Water Quality Division
Department of Environmental Quality
Herschler Building, 4th Floor West
122 West 25th Street
Cheyenne, Wyoming 82002
307/777-7781

* May be using a State form. Owners should consult EPA to determine whether such form is in compliance with Section 9002.

Notification for Underground Storage Tanks

U.S. ENVIRONMENTAL PROTECTION AGENCY
 WASHINGTON, D.C. 20460
 EPA FORM 7530-1 (11-85)

10 NUMBER STATE USE ONLY

Date Received

GENERAL INFORMATION

Notification is required by Federal law for all underground tanks that have been used to store regulated substances since January 1, 1974, that are in the ground as of May 8, 1974, or that are brought commercially into U.S. EPA. The information requested is required by Section 9001 of the Resource Conservation and Recovery Act (RCRA), as amended.

The primary purpose of this notification program is to locate and evaluate underground tanks that store or have stored petroleum or hazardous substances. It is expected that the information you provide will be based on reasonably available records, or, in the absence of such records, your knowledge, belief, or estimation.

What Must Notify? Section 9001 of RCRA, as amended, requires that certain owners, operators of underground tanks that store regulated substances must notify designated State or local agencies of the existence of their tanks. Owner means (a) in the case of an underground storage tank in use on December 8, 1974, or brought into use after that date, any person who owns an underground storage tank used for the storage, use, or disposal of regulated substances, and

(b) in the case of any underground storage tank in use before November 8, 1974, but no longer in use as that date, any person who owned such tank immediately before the discontinuation of its use.

What Tanks Are Included? "Underground storage tank" is defined to mean any or combination of tanks that (1) is used to contain an accumulation of "regulated substances," and (2) whose volume (including connected underground piping) is 10% or more beneath the ground. Some examples are underground tanks storing: 1. gasoline, kerosene, or diesel fuel, and 2. industrial solvents, pesticides, herbicides or fungicides.

What Tanks Are Excluded? Tanks removed from the ground are not subject to notification. Other tanks excluded from notification are: 1. tanks or residential tanks of 1,000 gallons or less capacity used for storing motor fuel for noncommercial purposes, 2. tanks used for storing heating oil for residential use on the premises where stored, 3. septic tanks,

4. piping facilities containing petroleum tanks regulated under the Federal Gas Pipeline Safety Act or RST, or the Petroleum Liquid Pipeline Safety Act of 1974, or which is an offshore pipeline facility regulated under State law;
5. certain equipment, gas, fresh, or stagnant;
6. tanks used or used near certain sports;
7. flow-through process tanks;
8. liquid transportation packaging immediately related to other gas production and gathering operations;
9. storage tanks situated in an underground area (such as a basement, cellar, crawlspace, duct, shaft, or tunnel) if the container is situated above or above the surface of the floor.

What Substances Are Covered? The notification requirements apply to underground storage tanks that contain regulated substances. This includes any substance defined in Section 9001 of RCRA, or the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), with the exception of those substances regulated in its various parts under Subpart C of RCRA. It also includes petroleum, e.g., crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degree Fahrenheit and 14.7 pounds per square inch absolute).

When To Notify? Completed notification forms should be sent to the address given at the top of this page.

When To Notify? 1. Owners of underground storage tanks in use or that have been taken out of operation after January 1, 1974, but still in the ground, must notify by May 8, 1974. 2. Owners who bring underground storage tanks into use after May 8, 1974, must notify within 30 days of bringing the tanks into use.

Penalties: Any owner who knowingly fails to notify or submits false information shall be subject to a civil penalty not to exceed \$25,000 for each tank for which notification is not given or for which false information is submitted.

INSTRUCTIONS

Please type or print in ink all items except "signature" in Section V. This form must be completed for each location containing underground storage tanks. If more than 5 tanks are owned at this location, photocopy the reverse side, and staple continuation sheets to this form.

Indicate number of continuation sheets attached

I. OWNERSHIP OF TANK(S)

Owner Name (Corporation, Individual, Public Agency, or Other Entity)

Street Address

County

City State ZIP Code

Area Code Phone Number

Type of Owner (Mark all that apply)

Current

State or Local Gov't

Private or Corporate

Former

Federal Gov't (KOSA facility I.D. no. _____)

Ownership uncertain

II. LOCATION OF TANK(S)

(If same as Section I, mark box here)

Facility Name or Company Site Identifier, as applicable

Street Address or State Road, as applicable

County

City (nearest) State ZIP Code

Indicate number of tanks at this location

Mark box here if tank(s) are located on land within an Indian reservation or on other Indian trust lands

III. CONTACT PERSON AT TANK LOCATION

Name (If same as Section I, mark box here)

Job Title

Area Code

Phone Number

IV. TYPE OF NOTIFICATION

Mark box here only if this is an amended or subsequent notification for this location.

V. CERTIFICATION (Read and sign after completing Section VI)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.

Name and official title of owner or owner's authorized representative

Signature

Date Signed

CONTINUE ON REVERSE SIDE

VI DESCRIPTION OF UNDERGROUND STORAGE TANKS (Complete for each tank at this location)

Tank Identification No. (e.g., ABC-123), or Arbitrarily Assigned Sequential Number (e.g., 1,2,3)	Tank No.	Tank No.	Tank No.	Tank No.	Tank No.
1. Status of Tank (Mark all that apply <input type="checkbox"/>) Currently in Use Temporarily Out of Use Permanently Out of Use Brought into Use after 5/8/88	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Estimated Age (Years)					
3. Estimated Total Capacity (Gallons)					
4. Material of Construction (Mark one <input type="checkbox"/>) Steel Concrete Fiberglass Reinforced Plastic Unknown Other, Please Specify _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Internal Protection (Mark all that apply <input type="checkbox"/>) Cathodic Protection Interior Lining (e.g., epoxy resin) None Unknown Other, Please Specify _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. External Protection (Mark all that apply <input type="checkbox"/>) Cathodic Protection Painted (e.g., asphaltic) Fiberglass Reinforced Plastic Coated None Unknown Other, Please Specify _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Piping (Mark all that apply <input type="checkbox"/>) Bare Steel Galvanized Steel Fiberglass Reinforced Plastic Cathodically Protected Unknown Other, Please Specify _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Substance Currently or Last Stored in Greatest Quantity by Volume (Mark all that apply <input type="checkbox"/>) a. Empty b. Petroleum Diesel Kerosene Gasoline (including alcohol blends) Used Oil Other, Please Specify _____ c. Hazardous Substance Please Indicate Name of Principal CERCLA Substance OR Chemical Abstract Service (CAS) No. Mark box <input type="checkbox"/> if tank stores a mixture of substances d. Unknown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Additional Information (for tanks permanently taken out of service) a. Estimated date last used (mo/yr) b. Estimated quantity of substance remaining (gal.) c. Mark box <input type="checkbox"/> if tank was filled with inert material (e.g., sand, concrete)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SPILL/LEAK REPORTING FORM

Rev. 8/2/84

TO: Toxics Cleanup Division
RWQCB, Rm. 6040
1111 Jackson St.
Oakland, CA 94607

Report Date: 2, 08, 85 Reported By: Ted Klenk, Pleasanton FD

Facility Name: Gas-N-Save Facility Address: 4191 First St. Pleasanton

Facility Contact: John Spickerman Phone: (209) 358-3155 209-358-1466(H)

Owner: Armor Oil Address: P.O. Box 81002 San Diego 92138

Contact: Bob Bell Phone: ()

Date Discovered: 2, 08, 85 Date Started: / /

How Detected: Tank Removal Routine Monitoring Other Contaminated run-off

Chemicals: Gasoline Max. Concentration: Unk

Est. Vol. Lost: Unk Est. Method:

Tank Age: Tank Volume: Tank Material:

Pressure Test: Tank Piping Leak Stopped:

Contamination Defined: Soil Floating Product

Local Wells Sampled:

Monitoring Well Data: Product Plume Cleanup:

Vapor Check (Y/N): Results: Storm Drains Sewers
Utility Vaults Bldgs
Other

Other Agencies Notified: Pleasanton FD, DF & G

Status and Proposed Activities: Discharger to pressure test tanks beginning 2-11-85

GAS-N-SAVE
4191 FIRST ST.

300 FT.
76

76
300 FT.
76
50 FT.

FIRST ST

UNDER-
GROUND
STORAGE
TANKS

AIR COMPRESSOR

TANK VENTS
0000

93' OVER HANG

MEN
WOMEN
OFFICE
PUMP OFF
SPRINT OFF

7-12

1-6

13-15

36-31

30-25

24-19

RAY ST

76

N

SPRR

ONE INCH = 20 FEET

CHAMPION LINE NO. 810
CROSS SECTION - 10 SQUARES TO INCH

RECORD OF TELEPHONE CONVERSATION

DATE: 3/2/84 JOB: 4191 First St. Arco Sta.

Individual	Organization	Telephone No.
FROM: Bruce Wolf	REGIONAL WATER Quality Control	called 7:12 @ 0907 told on location left message to inform TICKLENK
TO: Hill		

SUBJECT: POTENTIAL GROUND WATER CONTAMINATION

NOTES:

1. REPORTED THAT HE WENT TO SITE BUT HAD TO GO TO ANOTHER INCIDENT BEFORE HE COULD GET BACK TO US - 1 PERSON.
2. SINCE THE EXTENT OF CONTAMINATION IS UNKNOWN THEY WILL MAKE CONTACT WITH [redacted] & REQUIRE A SERIES OF TEST BORINGS. IN DOING SO WILL REQUIRE THAT A REGISTERED HYDRO GEOLOGIST BE ON SITE TO WITNESS SAME.
3. TOLD HIM THAT WE HAD REQUESTED ANALYSIS & THAT WE WOULD BE REQUIRING TESTING OF THEIR TANKS.
4. OFFERED HIM COPY OF OUR REPORT WHICH HE SAID HE WOULD USE AS THE INITIATING ACTION.
5. REPORT MAILED THIS DATE.

(continued on back)

ACTIONS REQUIRED:

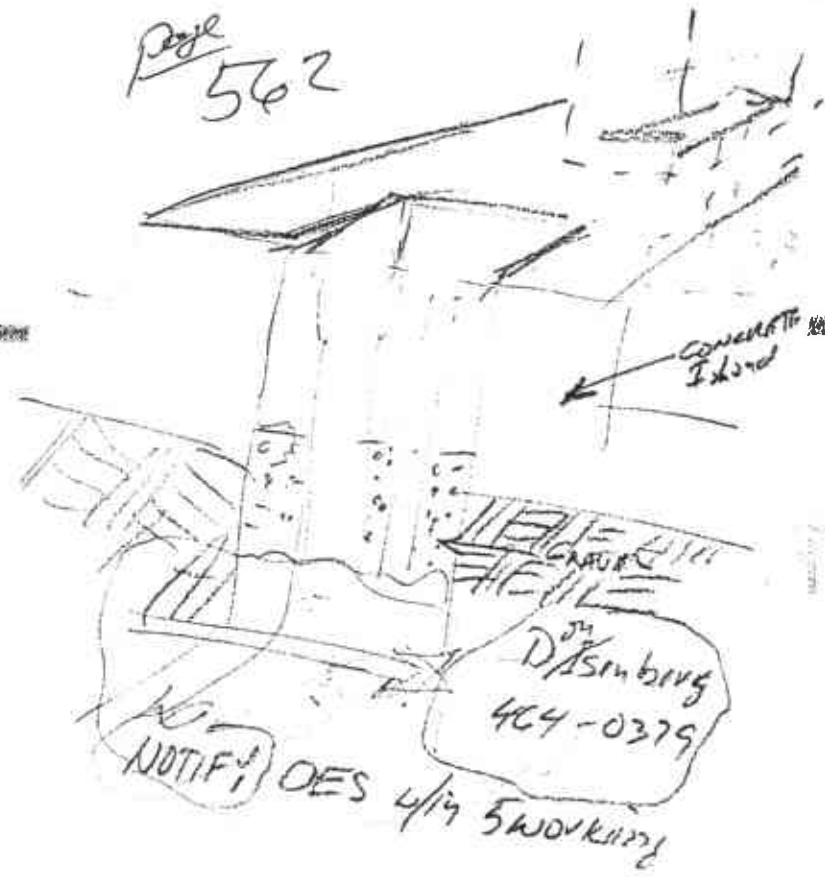
TED
 FOLLOW-UP CALL IN 2 wks UNLESS WE HEAR FROM MR. WOLF.

"O" Waste Syst
Zona

Estimote Unauth
Dische

Oakland

Page
562



ARCO Petroleum Products Company
400 South El Camino Real
Mailing Address: Box 5811
San Mateo, California 94402
Telephone 415 348 8600



October 17, 1983
(Date)
Armour Oil Company #1
(Dealer's Name)
4191 1st Street
(Facility Address)
Pleasanton, CA. 94566
(City State Zip)

SS# 90756

Dear Dealer:

There are increasing requirements being developed by local, state and federal agencies designed to better control quality of air, water and the environment. Some of these regulations establishing such requirements at the service station level have already been adopted with fixed compliance dates. Others are in the formative stage both as to the regulation and the compliance date.

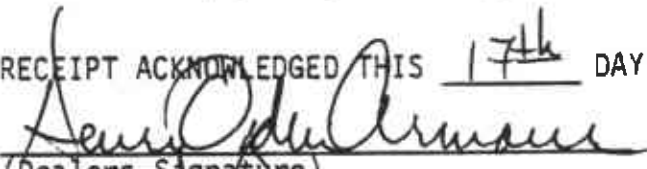
These regulations cover, but are not limited to, the use of submerged fill pipes in underground tanks, control of vapors resulting from filling motor vehicle gasoline tanks, restrictions on waste water disposal and occupational safety and health requirements.

We suggest that you may want to consult the appropriate regulatory agencies, local, state and federal, for specific information concerning existing and proposed regulations affecting your service station since it is your responsibility to meet these requirements.

Very truly yours,

ARCO PETROLEUM PRODUCTS COMPANY,
A division of Atlantic Richfield Company

By: 
L. D. Murphy Region Manager

RECEIPT ACKNOWLEDGED THIS 17th DAY OF October, 1983

(Dealers Signature)
Armour Oil Company

P24 1650614

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO #90756

STREET AND NO.

P.O., STATE AND ZIP CODE

POSTAGE		\$
CERTIFIED FEE		c
SPECIAL DELIVERY		c
RESTRICTED DELIVERY		c
OPTIONAL SERVICES		
RETURN RECEIPT SERVICE	SHOW TO WHOM AND DATE DELIVERED	c
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	c
	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	c
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	c
TOTAL POSTAGE AND FEES		\$
POSTMARK OR DATE		

P.S. Form 3800, Apr. 1976

já que hora cerra?

11-8-82

Damaged fuel filter between tank and pump. Approx. 9 gallons in base sand below pump island. Unknown if inventory showed larger loss.

11-23-82

Contractor called in to check integrity of system.

~~Stuck tank, no pressure test~~ Based on ~~200 gal~~ ^{total 100 gal} gasoline loss (upwelled from underground tank farm). Raining that day? ~~Cause unknown, possible break in underground pipe.~~

2-20-84

Approx. 30 gal loss. Cause unknown, suspected piping break.

11-84

Tested regular tank.

1-7-85

Strong gasoline odor around storm drain area. Tanks filled ^{early} that morning, raining. Overfill?

2-08-85

Heavy gas odor, gas sheen on poded run-off in corner of property. Tanks filled early morn. Overfill?

2-11-85

Tested unleaded tanks.

NEED

① Inventory records

10, 11/82

6-11/82 incl.

② Test results

1, 2/84

9/82-2/84 incl.

1, 2/85

9/83-2/85 incl.

11-82

Product spill. Contractor called in to stick tank. Pressure test not conducted at this time.

State of California

The Resources Agency
Department of Fish and Game, Region 3
7329 Silverado Trail
P.O. Box 47
Yountville, CA 94599



MILES YOUNG - PT/LT # 96 - 3220 - 228-1514

Jim Bond 3224
State Fish and Game Warden

(707) 944-2011

PLEASANTON FIRE DEPARTMENT
INTER-OFFICE MEMORANDUM

TO: CAPT. LAURENCE
FROM: LT. HALVORSEN
SUBJECT: GAS N' SAVE

DATE: 11/8/82

DURING AN INSPECTION ON THIS DATE, WE FOUND A DAMAGED FUEL FILTER LEADING FROM FUEL SUPPLY TO THE PUMP. THERE WAS APPROXIMATELY 9 GALLONS OF GASOLINE IN THE BASE SAND AREA DIRECTLY BELOW THE PUMP ISLAND. BOB BELL, SACRAMENTO REPRESENTATIVE FOR ARMOUR OIL CO., WAS NOTIFIED OF THIS HAZARDOUS CONDITION. HE AUTHORIZED CENTRAL PETROLEUM MAINTENANCE CO. TO REPAIR/REPLACE THE PART(S) REQUIRED FOR CORRECTION. AT THE SAME TIME WE FOUND WHAT APPEARED TO BE .030" STEEL WIRE USED IN TWO (2) PLACES WHERE THE FUSIBLE LINKS SHOULD HOLD THE IMPACT VALVE LEVERS OPEN. WE REMOVED THE WIRES AND PLACED THE TWO PUMPS OUT OF SERVICE UNTIL THE LINKS CAN BE REPLACED.

THERE WERE NO SIGNS REQUESTING MOTORS BE SHUTOFF AND SMOKING PROHIBITED. IT APPEARS THEIR MAINTENANCE PROGRAM IS RUN BY CRISIS. THE CPM CO. REP. ROY GIBSON SAID THE FILTER THAT FAILED APPEARED TO BE ORIGINAL EQUIPMENT. HE RECOMMENDED TO LAMIE CARDOZA, STATION MANAGER, ALL OF THE FILTERS THAT WERE AS OLD AS THE ONE THAT FAILED, BE REPLACED. CALLBACK INSPECTION FOR OTHER DISCREPANCIES WILL BE 11/19/82.

ALL OF THE IMMEDIATE HAZARDS WERE CORRECTED. TIME SPENT: 2.5 hrs

PLEASANTON FIRE DEPARTMENT Company Inspection Record

Occupancy Address 4191 FIRST ST. Suite

Month Day Year
1.11.08.18.2

BUILDING DETAILS

Building Owners Name <u>Aeromar Oil Co.</u>	Owners Business Address Same <input type="checkbox"/> P.O. <u>81002 SAN DIEGO 92138</u>	Telephone Number <u>619.129.1100.0</u>
Responsible Name <u>LAWIE CARDOZA</u>	Responsible Address <u>2117 135th S.L. 9477</u>	Telephone Number <u>135.118.53.0</u>
Doing Business As <u>GAS N SAVE</u>	Telephone Number <u>462.136.5</u>	Class <u>B.1</u>
		Inspection Number <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4

DEPARTMENT

Inspectors Name <u>HALVORSEN/HAENDEL</u>	Time <u>1.1.0.0</u>	Responsible Signature <u>Lawie Cardoza</u>
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A LIFE HAZARDS

Exit and Aisles <u>1</u> —	Occupant Loads <u>2</u> —
Decorations <u>3</u> —	Emergency Lighting <u>4</u> —

C COMMON HAZARDS

Housekeeping <u>GLNS-</u> <u>1</u> <input checked="" type="checkbox"/>	Heating - AC Equip. <u>2</u> <input checked="" type="checkbox"/>
Smoking <u>3</u> —	Motors <u>4</u> <input checked="" type="checkbox"/>
Electrical <u>5</u> —	

B FIRE PROTECTION

Automatic Sprinklers <u>1</u> —	Standpipes <u>2</u> —
Fire Assemblies <u>3</u> —	First Aid Appliances <u>4</u> —
Fire Alarms <u>5</u> —	Hydrants <u>6</u> —

D SPECIAL HAZARDS

Vertical Openings <u>1</u> —	Grease Ducts <u>2</u> —
Flammable Liquids <u>3</u> <input checked="" type="checkbox"/>	Other <u>4</u> —
Other <u>5</u> —	

CORRECTION DETAILS

Item	Remarks	Call Back Date	Completed
D.3	Pump HOLD OPEN AT NOZZLES MUST BE REMOVED AT PUMPS B-1, B-4, B-6, B-7, B-5, B-9, B-11, A-2, A-5, A-11, A-12	1.1.1.9	WORK
D.3	IMPACT VALVE AT B-6 WIRED OPEN, REPLACE TRIP MECHANISM; ALSO A-9. DO NOT USE UNTIL REPAIRED	1.1.1.9	WORK
D.3	Pump #12 FUEL FILTER DAMAGED REPLACE TODAY	1.1.10.8	WORK
D.3	REMOVE GASOLINE ACCUMULATED UNDER PUMP ISLAND	1.1.10.8	WORK
C.2	HEATING DEVICE IN CASHIER ROOM MUST BE INSTALLED NOT LESS THAN 2 FEET ABOVE FLOOR	1.1.1.9	WORK
C.1	"NO SMOKING - STOP MOTOR" SIGNS NEED TO BE POSTED AND CLEARLY VISIBLE FROM DISPENSING AREA. (DONE AT ALL ^{ALL} FOUR ISLANDS)	1.1.1.9	WORK
	ATTACHED, HOWEVER, ON MASONRY - REQUIRE SMOOTH SURFACE - THEY'RE PEELING OFF.	1.1.2.6	

WILL NOT BE USED ON FLOOR LEVEL - 2nd MIN

Gas tank rupture forces evacuation

PLEASANTON — A gasoline spill and questionable dumping policies which could result in extensive pollution to a local creek kept firefighters and state Fish and Game investigators busy in separate incidents Monday.

The Gas N Save service station, 4191 First St., was closed Monday afternoon after Pleasanton firefighters found 100 gallons of gasoline welling from an underground storage tank and collecting in a nearby parking lot.

The pooling gasoline, which Fire Marshal Ted Klenk said could have meant major disaster if it had been touched off by sparks from a passing car or by a casually tossed cigarette, was still being collected by a Martinez-based hazardous chemical company Monday night.

Cleanup costs, which Klenk and Fire Chief Joe Hill said would be substantial, will be forwarded to Gas N Save. An inspection of the company's underground tanks will also be ordered, according to Hill.

None of the seeping gasoline, which forced the evacuation of four neighboring businesses, reached the nearby Arroyo Del Valle. The arroyo feeds a network of streams that ultimately provides water to residents in Fremont, Newark and Union City.

State Fish and Game inspectors reported that a large amount of diesel fuel did reach the arroyo in an unrelated incident that could mean

litigation as well as cleanup costs for a Pleasanton-based trucking firm.

Investigators looking into the accidental discharge of 40 to 100 gallons of kerosene oil by workers at the Utility Vault Co., 800 Valley Ave., discovered that the firm's neighbor may also have been dumping petroleum products into the stream.

B & G Trucking, which shares the 800 Valley Ave. address, appeared to have been using the arroyo as a dump site for oil, truck filters and other items ultimately harmful to the ecology of the area, according to Hill.

"It seems they were changing the oil on their trucks, dumping it near the creek and when these rains came it was collected and washed downstream," Hill said, adding that traces of the oil had been found some distance away from where it had been discharged originally.

Fish and Game wardens visited the company, Hill said, taking pictures and samples of the polluted area Monday.

"I would guess there would definitely be some kind of legal action taken against the company," Hill said. "And they may have to pay for cleanup. It's all up to the Fish and Game as to what action is taken against them."

Fish and Game officials and owners of the trucking company could not be reached for comment Monday night.

Valley Times Tue. 11.23.82 Vol. 97 No. 230

Entries contained in this report are intended for the sole use of the State Fire Marshal. Estimations and evaluations made herein represent "most likely" and "most probable" cause and effect. Any representation as to the validity or accuracy of reported conditions outside the State Fire Marshal's office, is neither intended nor implied.

STATE OF CALIFORNIA
OFFICE OF THE STATE FIRE MARSHAL

FIRE INCIDENT REPORT

Pleasanton F.D.

(916)372-0391

INCIDENT NO.
4,019,5

DEL CORR

OCCUPANT NAME ARCO		RELATIONSHIP	ALARM SOURCE	TEL. BOX <input checked="" type="checkbox"/>	PFAS <input type="checkbox"/>	RADIO <input type="checkbox"/>
ADDRESS 4191 FIRST ST		ROOM / APT. NO.	CITY PLEASANTON CA	ZIP 94566	TELEPHONE NO. (CALL BACK) 462-1365	
OWNER NAME ARMOR OIL	ADDRESS Box 81002 San Diego	CITY 92138	ZIP 92138	CENSUS/PARCEL NO. 4507		
MANAGER Miss Mrs. RICKENBACH	ADDRESS Box 26243 Sacramento	CITY 95824	ZIP 95824	TELEPHONE NO. 846-8275		

A. INFORMATION (PAGE 1)

FIRE DEPT. ID 01095	INCIDENT NO. 40195	EXPOSURE NO.	TIME 1733	MONTH 10	DAY 20	YEAR 84	DAY CODE 2	COUNTY OF FIRE	DIST./CITY 91	OUT OF JURISDICTION CHECK IF YES <input type="checkbox"/>
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B. PROPERTY CLASSIFICATION (PAGE 1)

CODE 5.1	TYPE OF INCIDENT GASOLINE LEAK	CONSTR DATE MRE 22 POST 71 <input type="checkbox"/> <input type="checkbox"/>
CODE	PROPERTY CLASSIFICATION (COMPLEX)	
CODE	PROPERTY CLASSIFICATION (INDIVIDUAL)	

C. PROPERTY TYPE (PAGE 1)

PROPERTY MANAGEMENT 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/>	STATE	COUNTY	CITY	DISTRICT	FOREIGN	OTHER
CODE STRUCTURE, BUILDING OR VEHICLE - PROPERTY TYPE						BUILDING NO. STORIES
STRUCTURE, BUILDING		- CONSTRUCTION TYPE				FIRE RATED
EST. WALL N/C	INT. WALL COMB	FLOOR - ROOF N/C	COMB	YES		

D. EXTENT OF DAMAGE (PAGE 1)

CODE	EXTENT OF DAMAGE - FIRE
CODE	EXTENT OF DAMAGE - SMOKE
CODE	EXTENT OF DAMAGE - WATER
ESTIMATED LOSS - PROPERTY	
ESTIMATED LOSS - CONTENTS	

E. LOCATION & CAUSE (PAGE 1)

CODE	LEVEL OF ORIGIN
CODE	SOURCE OF HEAT CAUSING IGNITION
CODE	FORM OF HEAT CAUSING IGNITION
CODE	ACT OR OMISSION CAUSING IGNITION

F. AREA, MATERIALS & SMOKE SPREAD (PAGE 1)

CODE	AREA OF ORIGIN
CODE	TYPE OF MATERIAL FIRST IGNITED
CODE	FORM OF MATERIAL FIRST IGNITED
CODE	MAIN AVENUES SMOKE SPREAD

G. SPREAD OF FIRE (PAGE 1)

CODE	MAIN AVENUES FIRE SPREAD
CODE	TYPE MATERIAL CAUSING SPREAD
CODE	FORM MATERIAL CAUSING SPREAD
CODE	ACT OR OMISSION CAUSING SPREAD

H. PROTECTION FACILITIES (PAGE 1)

CODE	SPRINKLERS - TYPE
CODE	SPRINKLERS - EFFECTIVENESS
CODE	STANDPIPES - TYPE
CODE	STANDPIPES - EFFECTIVENESS
CODE	PORTABLE EXTINGUISHERS - TYPE
CODE	PORTABLE EXTINGUISHERS - EFFECTIVENESS

I. PROTECTION FACILITIES (PAGE 1)

CODE	PRIVATE BRIGADE - TYPE
CODE	PRIVATE BRIGADE - EFFECTIVENESS
CODE	SPECIAL HAZARD PROTECTION - TYPE
CODE	SPECIAL HAZARD PROTECTION - EFFECTIVENESS
CODE	SIGNAL OR WARNING SYSTEM TYPE CODE EFFECTIVENESS
CODE	SIGNAL WARNING SYSTEM - MEANS OF ACTIVATION
CODE	SIGNAL WARNING SYSTEM - TYPE DETECTORS
CODE	WATCHMAN EFFECTIVENESS
CODE	OTHER FACILITIES EFFECTIVENESS

J. MISCELLANEOUS (PAGE 1)

FIREFIGHTER NO. INJURED	NO. OF DEATHS	CIVILIANS NO. INJURED	NO. OF DEATHS
SEMI FORM 60-1 SUBMITTED FOR EACH DEATH (CHECK BOX IF YES) <input type="checkbox"/>			