

## Jurek, Anne, Env. Health

---

**From:** Calkins, Susan <secalkins@cityoflivermore.net>  
**Sent:** Tuesday, October 18, 2016 6:06 PM  
**To:** 'Colleen Lopez'  
**Cc:** Jurek, Anne, Env. Health  
**Subject:** RE: Draft Comfort Letter, Case No. R03179 and GeoTracker Global ID T10000007202, Chestnut Square, 1625 Chestnut Street, Livermore, CA 94551  
**Attachments:** Voluntary Remedial Action Agreement - Chestnut-MidPen.pdf

Hello Colleen,

Attached is the signed Agreement. I'm copying Anne Jurek, on this email as well and I'll have the original mailed out tomorrow.

### Susan Calkins

Administrative Technician  
Housing & Human Services Division  
Community Development Department



1052 S. Livermore Avenue  
Livermore, CA 94550  
Phone: (925) 960-4585  
Fax: (925) 960-4419  
Email: secalkins@cityoflivermore.net  
Website: <http://www.cityoflivermore.net>

----- Forwarded message -----

**From:** Apolonio Munoz <[amunoz@midpen-housing.org](mailto:amunoz@midpen-housing.org)>  
**Date:** Tuesday, October 18, 2016  
**Subject:** Draft Comfort Letter, Case No. R03179 and GeoTracker Global ID T10000007202, Chestnut Square, 1625 Chestnut Street, Livermore, CA 94551  
**To:** "Jurek, Anne, Env. Health" <[Anne.Jurek@acgov.org](mailto:Anne.Jurek@acgov.org)>, "[ejuranga@ci.livermore.ca.us](mailto:ejuranga@ci.livermore.ca.us)" <[ejuranga@ci.livermore.ca.us](mailto:ejuranga@ci.livermore.ca.us)>, "Cox, Rebecca" <[rlcox@cityoflivermore.net](mailto:rlcox@cityoflivermore.net)>  
**Cc:** Colleen Lopez <[colleen.dblassociates@gmail.com](mailto:colleen.dblassociates@gmail.com)>, Allyson Ujimori <[aujimori@midpen-housing.org](mailto:aujimori@midpen-housing.org)>, "Roe, Dilan, Env. Health" <[Dilan.Roe@acgov.org](mailto:Dilan.Roe@acgov.org)>

Hi Eric,

As a follow up to ACDEH's email can you give us status on the City signing and returning the attached VRAA? For expediency, once signed please have a scan copy emailed to this group. There's some urgency on this since ACDEH needs the VRAA before they can finalize and issue the attached draft Project Status letter which I then need to forward to the NEPA consultants so they can finalize their report, this is the last piece they are waiting on. Signing the VRAA will help us keep things moving.

Thanks for your attention to this.

**Polo Munoz | Project Manager**

**MidPen Housing Corp.**

1970 Broadway Suite 440, Oakland, CA 94612

t. 510.426.5660 c. 650.393.3023 f. 650.357.9766

[amunoz@midpen-housing.org](mailto:amunoz@midpen-housing.org)



---

**From:** Jurek, Anne, Env. Health [<mailto:Anne.Jurek@acgov.org>]

**Sent:** Friday, October 14, 2016 12:36 PM

**To:** [ejuranga@ci.livermore.ca.us](mailto:ejuranga@ci.livermore.ca.us)

**Cc:** 'Colleen Lopez'; Apolonio Munoz; Allyson Ujimori; Roe, Dilan, Env. Health

**Subject:** Draft Comfort Letter, Case No. R03179 and GeoTracker Global ID T10000007202, Chestnut Square, 1625 Chestnut Street, Livermore, CA 94551

Dear Mr. Uranga,

In order to help expedite the redevelopment approval process for the above referenced site, ACDEH has drafted a comfort letter that Polo Munoz had requested from us. I have attached it for you and him to review and provide comments.

Please let me know if you have any questions on this or the revised Voluntary Remedial Action Agreement that we emailed on October 12, 2016.

Sincerely,

**Anne Jurek, M.S.**

*Professional Technical Specialist II (Geology)*

Alameda County Department of Environmental Health (ACDEH)

1131 Harbor Bay Pkwy

Alameda, CA 94502

(510) 567-6721; Ext. 36721

[anne.jurek@acgov.org](mailto:anne.jurek@acgov.org)

---

**From:** Jurek, Anne, Env. Health

**Sent:** Wednesday, October 12, 2016 3:47 PM

**To:** 'Allyson Ujimori' <[aujimori@midpen-housing.org](mailto:aujimori@midpen-housing.org)>

**Cc:** 'Colleen Lopez' <[colleen.dblassociates@gmail.com](mailto:colleen.dblassociates@gmail.com)>; Apolonio Munoz <[amunoz@midpen-housing.org](mailto:amunoz@midpen-housing.org)>; Roe, Dilan, Env. Health <[Dilan.Roe@acgov.org](mailto:Dilan.Roe@acgov.org)>

**Subject:** RE: Change in regulatory oversight designation for Case No. R03179 and GeoTracker Global ID T10000007202, Chestnut Square, 1625 Chestnut Street, Livermore, CA 94551

Hello Allyson,

I consulted with Dilan Roe regarding the case. First, ACDEH cannot provide the comfort letter until the Voluntary Remedial Action Agreement is signed and received by us. In order to expedite the process, it is acceptable to scan and email the signed form to me in addition to mailing it via the postal service.

Given the extensive case load, we will do our best to provide you the comfort letter as soon as possible.

Sincerely,

**Anne Jurek, M.S.**

*Professional Technical Specialist II (Geology)*

Alameda County Department of Environmental Health (ACDEH)

1131 Harbor Bay Pkwy

Alameda, CA 94502

(510) 567-6721; Ext. 36721

[anne.jurek@acgov.org](mailto:anne.jurek@acgov.org)

---

**From:** Allyson Ujimori [<mailto:aujimori@midpen-housing.org>]  
**Sent:** Wednesday, October 12, 2016 3:18 PM  
**To:** Jurek, Anne, Env. Health <[Anne.Jurek@acgov.org](mailto:Anne.Jurek@acgov.org)>  
**Subject:** RE: Change in regulatory oversight designation for Case No. R03179 and GeoTracker Global ID T10000007202, Chestnut Square, 1625 Chestnut Street, Livermore, CA 94551

Hi Anne,

Thank you for sending the revised agreement.

I know you're busy, but Polo mentioned that the letter we discussed for the City, from ACDEH, will be sent out tomorrow. Is this still the case?

Thank you very much for your time, and we look forward to hearing from you.

Best,

Allyson

---

**From:** Jurek, Anne, Env. Health [<mailto:Anne.Jurek@acgov.org>]  
**Sent:** Wednesday, October 12, 2016 11:16 AM  
**To:** 'Colleen Lopez'  
**Cc:** [ejuranga@ci.livermore.ca.us](mailto:ejuranga@ci.livermore.ca.us); Apolonio Munoz; Allyson Ujimori; Roe, Dilan, Env. Health; Cox, Rebecca  
**Subject:** FW: Change in regulatory oversight designation for Case No. R03179 and GeoTracker Global ID T10000007202, Chestnut Square, 1625 Chestnut Street, Livermore, CA 94551

Hello Colleen,

Attached is the revised Voluntary Remedial Action Agreement. The signed agreement should be sent to the following address, which is the same address that the deposit and any future payments are sent: ACDEH Finance Department, 1131 Harbor Bay Parkway, Alameda, CA 94502.

If you have any questions, let me know.

Sincerely,

**Anne Jurek, M.S.**

*Professional Technical Specialist II (Geology)*

Alameda County Department of Environmental Health (ACDEH)

1131 Harbor Bay Pkwy

Alameda, CA 94502

(510) 567-6721; Ext. 36721

[anne.jurek@acgov.org](mailto:anne.jurek@acgov.org)

---

**From:** Jurek, Anne, Env. Health

**Sent:** Tuesday, October 11, 2016 3:22 PM

**To:** 'Colleen Lopez' <[colleen.dblassociates@gmail.com](mailto:colleen.dblassociates@gmail.com)>

**Cc:** [ejuranga@ci.livermore.ca.us](mailto:ejuranga@ci.livermore.ca.us); Apolonio Munoz <[amunoz@midpen-housing.org](mailto:amunoz@midpen-housing.org)>; Allyson Ujimori <[aujimori@midpen-housing.org](mailto:aujimori@midpen-housing.org)>; Roe, Dilan, Env. Health <[Dilan.Roe@acgov.org](mailto:Dilan.Roe@acgov.org)>; Cox, Rebecca <[rlcox@cityoflivermore.net](mailto:rlcox@cityoflivermore.net)>

**Subject:** RE: Change in regulatory oversight designation for Case No. R03179 and GeoTracker Global ID T10000007202, Chestnut Square, 1625 Chestnut Street, Livermore, CA 94551

Hello Colleen,

Thank you for your email. I am in the process of finding out for you where the agreement should be sent.

I should note that the Voluntary Remedial Action Agreement (VRAA) that I sent as an attachment on October 5, 2016, did not include all of the addresses and parcel numbers for the site. I am in the process of having a revised VRAA drafted and hope to email this to you by today. Let me know if you have any questions.

Sincerely,

**Anne Jurek, M.S.**

*Professional Technical Specialist II (Geology)*

Alameda County Department of Environmental Health (ACDEH)

1131 Harbor Bay Pkwy

Alameda, CA 94502

(510) 567-6721; Ext. 36721

[anne.jurek@acgov.org](mailto:anne.jurek@acgov.org)

**From:** Colleen Lopez [<mailto:colleen.dblassociates@gmail.com>]

**Sent:** Tuesday, October 11, 2016 3:05 PM

**To:** Jurek, Anne, Env. Health <[Anne.Jurek@acgov.org](mailto:Anne.Jurek@acgov.org)>

**Cc:** [ejuranga@ci.livermore.ca.us](mailto:ejuranga@ci.livermore.ca.us); Apolonio Munoz <[amunoz@midpen-housing.org](mailto:amunoz@midpen-housing.org)>; Allyson Ujimori <[aujimori@midpen-housing.org](mailto:aujimori@midpen-housing.org)>; Roe, Dilan, Env. Health <[Dilan.Roe@acgov.org](mailto:Dilan.Roe@acgov.org)>; Cox, Rebecca <[rlcox@cityoflivermore.net](mailto:rlcox@cityoflivermore.net)>

**Subject:** Re: Change in regulatory oversight designation for Case No. R03179 and GeoTracker Global ID T10000007202, Chestnut Square, 1625 Chestnut Street, Livermore, CA 94551

Anne,

Can you please let us know where the agreement should be sent once it's signed? I'm waiting to hear back if the City has any changes.

Thank you,

Colleen Lopez

On Thursday, October 6, 2016, Jurek, Anne, Env. Health <[Anne.Jurek@acgov.org](mailto:Anne.Jurek@acgov.org)> wrote:

Dear Mr. Uranga,

Based on Colleen Lopez's request, ACDEH is extending the date of your response to our directive regarding the change in regulatory oversight designation to Thursday, October 13, 2016. Please contact me or Dilan Roe with any concerns or questions.

Sincerely,

**Anne Jurek, M.S.**

*Professional Technical Specialist II (Geology)*

Alameda County Department of Environmental Health (ACDEH)

1131 Harbor Bay Pkwy

Alameda, CA 94502

(510) 567-6721; Ext. 36721

[anne.jurek@acgov.org](mailto:anne.jurek@acgov.org)

**From:** Colleen Lopez [<mailto:colleen.dblassociates@gmail.com>]

**Sent:** Wednesday, October 05, 2016 1:16 PM

**To:** Allyson Ujimori <[aujimori@midpen-housing.org](mailto:aujimori@midpen-housing.org)>

**Cc:** Apolonio Munoz <[amunoz@midpen-housing.org](mailto:amunoz@midpen-housing.org)>; Jurek, Anne, Env. Health <[Anne.Jurek@acgov.org](mailto:Anne.Jurek@acgov.org)>;  
[ejuranga@ci.livermore.ca.us](mailto:ejuranga@ci.livermore.ca.us)

**Subject:** Re: Change in regulatory oversight designation for Case No. R03179 and GeoTracker Global ID T10000007202, Chestnut Square, 1625 Chestnut Street, Livermore, CA 94551

Thanks for this Allyson.

Is it possible to ask the County for additional time for the City to respond? Eric is out of the office on Friday and attending a conference Monday-Wednesday next week so I'm not sure the 10th is doable.

Thanks,

Colleen

On Wednesday, October 5, 2016, Allyson Ujimori <[aujimori@midpen-housing.org](mailto:aujimori@midpen-housing.org)> wrote:

Good Afternoon Colleen,

I wanted to include you in the e-mail that Anne Jurek, from ACDEH, sent out this morning regarding Chestnut Square's potential regulatory oversight change. We met with ACDEH earlier this week to discuss the site and the environmental assessment. From this meeting, ACDEH recommended that the site go under the Voluntary Remedial Action Program. Anne's email below sums up the reasoning behind this recommended change.

Can you please work with Eric to review ACDEH's Voluntary Remedial Action Agreement? It looks like the County will want some sort of response by Monday, October 10.

Please let us know if you have any questions or if I can be of any assistance.

Thank you very much for your time,

Allyson

---

**From:** Jurek, Anne, Env. Health [<mailto:Anne.Jurek@acgov.org>]

**Sent:** Wednesday, October 05, 2016 10:01 AM

**To:** '[ejuranga@ci.livermore.ca.us](mailto:ejuranga@ci.livermore.ca.us)'

**Cc:** Apolonio Munoz; Allyson Ujimori

**Subject:** Change in regulatory oversight designation for Case No. R03179 and GeoTracker Global ID T10000007202, Chestnut Square, 1625 Chestnut Street, Livermore, CA 94551

Dear Mr. Uranga:

After reviewing the above referenced case, Alameda County Department of Environmental Health (ACDEH) has decided, due to the extent of non-petroleum impacts at the site and the ensuing redevelopment, to convert this case's regulatory oversight designation from a Leaking Underground Storage Tank (LUST) Cleanup Site to a Cleanup Program Site in the Voluntary Remedial Action Program, or VRAP. The State has determined sites with more substantial non-petroleum contamination cannot be managed in the LUST program.

Under the Voluntary Remedial Action Program, the Responsible Party enters into a Voluntary Remedial Action Agreement (VRAA) and is charged for the regulatory oversight performed by ACDEH. Attached is the VRAA, which requires your signature. If you have any questions, you can contact me or Dilan Roe, Chief of Land and Water Division at ACDEH ([dilan.roe@acgov.org](mailto:dilan.roe@acgov.org)). We request that you respond to this email correspondence by Monday, October 10, 2016.

Sincerely,

**Anne Jurek, M.S.**

*Professional Technical Specialist II (Geology)*

Alameda County Department of Environmental Health (ACDEH)

1131 Harbor Bay Pkwy

Alameda, CA 94502



(510) 567-6721; Ext. 36721

[anne.jurek@acgov.org](mailto:anne.jurek@acgov.org)

--

Colleen M. Lopez  
Senior Project Manager  
DBL & Associates

***Please note: I will be out of the office beginning Monday, October 17th returning on Tuesday, October 25th. I will have limited access to email during this time.***

--

Colleen M. Lopez  
Senior Project Manager  
DBL & Associates

***Please note: I will be out of the office beginning Monday, October 17th returning on Tuesday, October 25th. I will have limited access to email during this time.***

--

Colleen M. Lopez  
Senior Project Manager  
DBL & Associates

***Please note: I will be out of the office beginning Monday, October 17th returning on Tuesday, October 25th. I will have limited access to email during this time.***

--

Colleen M. Lopez

Senior Project Manager

DBL & Associates

***Please note: I will be out of the office beginning Monday, October 17th returning on Tuesday, October 25th. I will have limited access to email during this time.***

\*\*\* The City of Livermore's anti-virus application (eSafe) scanned this email for malicious content \*\*\*

\*\*\* IMPORTANT: Do not open attachments from unrecognized senders \*\*\*

--

Colleen M. Lopez

Senior Project Manager

DBL & Associates

***Please note: I will be out of the office beginning Monday, October 17th returning on Tuesday, October 25th. I will have limited access to email during this time.***

\*\*\* The City of Livermore's anti-virus application (eSafe) scanned this email for malicious content \*\*\*

\*\*\* IMPORTANT: Do not open attachments from unrecognized senders \*\*\*



## VOLUNTARY REMEDIAL ACTION AGREEMENT

This Voluntary Remedial Action Agreement ("Agreement") is between City of Livermore (Responsible Party) and the Alameda County Department of Environmental Health (ACDEH) and is effective on the date signed by the Director of ACDEH.

Responsible Party has completed and submitted a request form for ACDEH to provide supervision at the following location (the "Site"):

1625 Chestnut St, 1635 Chestnut St, 1715 Chestnut St, 1763 Chestnut St, 217 North N St  
Property Address

Livermore  
City

98-290-11-1, 98-290-6-7, 98-249-1-3, 98-249-1-5, 98-249-1-4  
APN(s)

The Parties hereby agree as follows:

1. Remedial Action. Responsible Party agrees to:
  - a. Perform the remedial actions identified in Exhibit 1 and other actions as may be requested by ACDEH during the term of this Agreement.
  - b. Perform all the work required by this Agreement including modifications or additions requested by ACDEH.
  - c. Timely reporting, investigation, and cleanup of soil and/or groundwater contamination in compliance with appropriate laws, regulations, and policies.
  - d. Conduct all activities in accordance with applicable regulatory requirements and industry practices.
  - e. Conduct remedial actions that may be necessary to protect human health and the environment.
2. ACDEH Supervision. ACDEH shall review and provide written comments to Responsible Party regarding the proposed remedial work. Regardless of the level of supervision from ACDEH, the Responsible Party is responsible for all actions related to the site. Responsible Party is also responsible for compliance with any new laws or regulations that may be applicable during the term of this Agreement.
3. Documents.
  - a. Responsible Party hereby verifies that it has submitted to ACDEH all background information, environmental assessment reports (including Phase I Environmental Assessment Reports), analytical results, and any other information pertinent to the

## VOLUNTARY REMEDIAL ACTION AGREEMENT

characterization and cleanup of the site ("Documents").

- b. Responsible Party hereby verifies that all submitted information and documents are current and accurate to the best of his/her knowledge. Responsible Party understands and agrees that Documents it submits must be prepared by, signed and stamped by environmental professionals who are licensed to perform these activities in California.
  - c. If any additional information becomes available, or Responsible Party becomes aware that information contained in any Document is inaccurate, it shall immediately notify ACDEH in writing.
4. **Dangerous Condition.** Responsible Party shall notify ACDEH immediately upon learning of any condition that may pose an immediate threat to public health or safety or the environment. Responsible Party shall immediately take remedial measures to address any immediate threat or imminent or substantial endangerment.
5. **State Enforcement Action.** Entering into this Agreement does not prevent the DTSC, the State Water Resources Control Board (State Water Board), or the Regional Water Board from taking an enforcement action to address the release.
6. **Referral of Case to DTSC or Regional Water Board.** Nothing in this Agreement prevents ACDEH, if it determines it is appropriate, from referring the site to DTSC or Regional Water Board.
7. **Electronic Submittal of Information.** This case is subject to California regulations for electronic submittal of information for all soil and groundwater cleanup cases in California (Title 23, Division 3, Chapter 30, Articles 1 and 2; Title 27, Division 3, Subdivisions 1 and 2). All required submittals must be uploaded to the State of California GeoTracker database in compliance with State Water Board (GeoTracker) requirements by specified submittal due dates. Responsible Party shall also submit all reports to the ACDEH FTP site. Detailed instructions for submission of electronic documents to the ACDEH FTP site is available on line at [http://www.acgov.org/aceh/lop/upload\\_instructions.pdf](http://www.acgov.org/aceh/lop/upload_instructions.pdf).
8. **Completion of Remedial Action.** Upon completion of remedial action, ACDEH will provide the Responsible Party with a letter stating that actions required by this agreement are complete and no further action is required (i.e. Closure Letter).
9. **Full Compliance.** Responsible Party is required to comply with all legal requirements. Entering into this Agreement with ACDEH does not affect the rights or obligations of any other agency to regulate, inspect, permit, issue violations and issue orders. Responsible Party cannot rely on this Agreement, any directions or assistance from ACDEH to avoid compliance with the law or responding to and fully cooperating with other regulatory agencies.
10. **Access to Site.** Responsible Party shall provide ACDEH full access to the Site and take all reasonable efforts to obtain access to offsite areas to which access is necessary to implement this Agreement. Such access shall be provided to ACDEH employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that ACDEH or any other agency may otherwise have by operation of law.

## VOLUNTARY REMEDIAL ACTION AGREEMENT

### 11. Payment of Cost.

- a. Fees. Pursuant to Health and Safety Code § 101490 ACDEH will charge Responsible Party for all costs including ACDEH staff time. Responsible Party agrees to promptly pay all charges
- b. Hourly Rate. The ACDEH hourly charge rate is \$174 per hour as of July 1, 2015. The hourly charge rate may be adjusted periodically to reflect program costs.
- c. Deposit. Responsible Party shall submit an initial deposit of \$6,000.00 payable to Alameda County Department of Environmental Health with the ACDEH case number (which can be found on the footer of this Agreement) and the Site address written on the check. Checks are to be mailed to the attention of ACDEH Finance Department, 1131 Harbor Bay Parkway, Alameda, CA 94502. This deposit may or may not be sufficient to provide all necessary regulatory oversight. At the request of ACDEH, Responsible Party will submit a further deposit if the funds are depleted. Additional funds, if requested, must be submitted within two (2) weeks of the request.
- d. Application of Deposit. ACDEH will apply the deposit as work is performed. If the initial fund deposit is insufficient, an additional deposit will be requested. Any unused funds will be refunded to the Responsible Party. If the reasonable and necessary costs have been expended, including staff time, prior to execution of this Agreement, ACDEH will apply the deposit to that amount first.
- e. Payment of Costs after Termination. In the event that this Agreement is terminated for any reason, the Responsible Party shall still be responsible for payment of ACDEH costs through the effective date of termination.

12. Indemnification. Responsible Party, directly or through the Site property owner, agrees to hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, their officers, agents and employees from and against any and all claims, causes of action, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in any way connected with this Agreement except where caused solely by the gross negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Responsible Party of any obligation hereunder.

### 13. Termination.

- a. ACDEH may, after giving Responsible Party adequate notice, withdraw from this Agreement at any time after making one of the following findings: (1) Responsible Party is not in compliance with this Agreement; (2) Appropriate staff resources, technical expertise, or technical capabilities are not available to adequately provide oversight of the remedial action; or (3) The release of the waste that is the subject of the remedial action is of a sufficiently complex nature or may present such a significant potential hazard to human health or the environment that it should be referred to the Department of Toxic Substances Control (DTSC) or a California Regional Water Quality Control Board (Regional Water Board).
- b. The Responsible Party may terminate this Agreement provided: (1) the Responsible Party pays ACDEH costs through the effective date of termination; (2) The Responsible Party submits all analytical results and any other information pertinent to the characterization and cleanup of the site in its possession through the effective date of termination; and (3) in coordination with ACDEH, is leaving the Site in a safe condition as of the effective date of

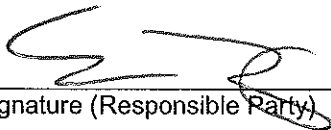
VOLUNTARY REMEDIAL ACTION AGREEMENT

termination including filling in any excavations, removing equipment and providing pertinent information to the Property Owner, with a copy to ACDEH.

- 14. Entire Agreement. This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between Parties relating to the subject matter of this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.
- 15. Headings. Headings are for convenience of reference only and shall in no way affect interpretation of the Agreement.
- 16. Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

\_\_\_\_\_  
Ronald Browder, Director

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature (Responsible Party)

Eric Uranga  
\_\_\_\_\_  
Printed Name

10-18-16  
\_\_\_\_\_  
Date

# VOLUNTARY REMEDIAL ACTION AGREEMENT

## EXHIBIT 1

### SCOPE OF WORK

This Voluntary Remedial Action Agreement applies to 1625 Chestnut St, 1635 Chestnut St, 1715 Chestnut St, 1763 Chestnut St, 217 North N Street, Livermore, CA 94551, APNs 98-290-11-1, 98-290-6-7, 98-249-1-3, 98-249-1-5, and 98-249-1-4. ACDEH will provide supervision of the proposed residential redevelopment at the site with respect to subsurface contamination related to historic uses at the site.

Responsible Party shall complete the following tasks:

1. **Submittal of Existing Data.** Submit to ACDEH all background information, analytical results, environmental assessment reports including Phase I environmental assessment reports, and any other information pertinent to environmental conditions at the site.
2. **Site Assessment.** Conduct site assessment activities to characterize the nature and extent of contamination and to determine whether the site poses a threat to human health or the environment. Documents which may be required as part of this site could potentially include the following:
  - Work Plans
  - Site Assessment Reports
  - Risk Assessment Reports
  - Sensitive Receptor Survey Reports
  - Conceptual Site Models
3. **Remedial Actions.** Documents which may be required as part of the remedial actions could potentially include the following:
  - Interim Remedial Action Work Plans
  - Feasibility Study Reports
  - Corrective Action Plans
  - Remedial Action Reports
  - Site Management Plans
4. **Additional Actions.** Responsible Party understands that as additional information about the waste release, site conditions, and related information becomes available, additional actions will be recommended and/or required. ACDEH will provide the information regarding additional actions through directive letters referencing this Agreement.