



November 27, 2018

Bhatia, Vijay
(Sent via E- mail to: vbhatia39@yahoo.com)
3248 Bruce Drive
Fremont, CA 94539

Ken Singh
(Sent via E-mail to: simranwest@yahoo.com)

Pankaj Kalra
(Sent via E-mail to: p65k@yahoo.com)

Atul Arora
(Sent via E-mail to: atularoraa@yahoo.com)

Subject: Contaminated Fill Material Characterization
Eden Canyon Road, Castro Valley (APN 85A-6437-2), Case ID RO0003312 & GeoTracker Global ID
T10000011675

Dear Property Owners:

Alameda County Department of Environmental Health (ACDEH) is sending you this correspondence to summarize our meeting this afternoon (November 26, 2018 at 1:00 pm) with Mr. Kalra and Mr. Singh regarding the next steps in characterizing the contaminated fill material located at the subject site. As you are aware, ACDEH received a referral from the Alameda County Community Development Agency's (CDA) Code Enforcement Division to evaluate import activities of fill material (soil, concrete, and other material) to the subject property. This referral has been made to ensure that fill material that has been imported to the site does not pose a potential risk to human health and the environment and is associated with the Stop Work Order dated May 16, 2018 issued by the Alameda County Public Works Agency (PWA) requiring cessation of import and grading operations at the subject site. ACDEH will provide regulatory oversight under a Voluntary Remedial Action Agreement (VRAA) in our Site Cleanup Program (SCP) to satisfy CDA's requirement to evaluate fill material imported to the subject site. Please complete and submit the attached Voluntary Remedial Action Agreement to me and check for \$6,000 to Alameda County Finance Department (located at 1131 Harbor Bay Parkway, Alameda, CA 94502). Once we receive the completed application and deposit payment, an executed copy of the agreement will be forwarded to you for your records.

MEETING SUMMARY

As mentioned above, the intent of the meeting was to determine the next steps in characterizing the existing fill material brought to the site. It was agreed that prior to collecting soil samples to verify contaminant concentrations in fill material and groundwater samples to determine whether contaminants have leached from the soil and have impacted groundwater, a better understanding of site conditions is necessary. At this time, please submit a report documenting the following:

1. Site topographic map showing the site prior to the import of contaminated fill material. The site map must include a scale, north arrow, existing landmarks (streets, property boundary, etc.), site development, topographic contours of existing terrain, water wells, surface water and groundwater drainage structures and drainage ways (ex: infiltration trenches, interceptor drains, swales, culverts, etc.) at the subject site.
2. Site topographic map showing the location(s) and quantity (in cubic yards) of fill material that has been imported to the site. The site map must include a scale, north arrow, existing landmarks (streets, property boundary, etc.), site development, graded/fill areas, topographic contours of existing terrain, water wells,

surface water and groundwater drainage structures and drainage ways (ex: infiltration trenches, interceptor drains, swales, culverts, etc.) at the subject site.

3. A sensitive receptor survey that evaluates potential receptors within 2,000 feet of the subject site. The sensitive receptors include, but are not limited to creeks, intermittent streams, water wells, backyard wells, irrigation wells, etc.
4. Background information on the imported fill material source area(s) including location/address and historic land use (site development and operations) of each source.
5. An evaluation of the imported fill material, signed and stamped by an appropriately licensed environmental professional, that includes at a minimum (a) references to regulatory guidance documents that were used to conduct the evaluation; (b) documentation of the location of the source area(s) and environmental sampling and analysis methods and protocols used to characterize fill material; (c) copies of certified laboratory analytical reports; (d) the environmental screening levels that were used to evaluate the analytical laboratory results prior to importing fill material to the site; and (e) tables summarizing the analytical results and identifying samples that had concentrations exceeding environmental screening levels.
6. Bills of lading/manifests documenting the quantity of material imported to the site.
7. Summary of current and proposed future planned site use.

ACDEH understands that limited documentation regarding the source and analytical data for the fill material may be available. However, ACDEH requests that all available information regarding the source of the fill material is provided and summarized in the above-mentioned report. Once the report has been submitted and reviewed, ACDEH will contact you to set up a meeting to discuss soil and groundwater sampling to characterize the imported contaminated fill material at the site.

DELIVERABLE & TECHNICAL REPORT REQUEST

Please submit the Voluntary Remedial Action Agreement to me and a check for \$6,000 to Alameda County Finance Department (located at 1131 Harbor Bay Parkway, Alameda, CA 94502) by the date specified below.

- **December 10, 2018** – Completed VRAA

Please submit the following technical reports and deliverables to the State Water Board's GeoTracker website, in accordance with the following specified naming convention and schedule, as stipulated below, and identified in the Responsible Party(ies) Legal Requirements/Obligations, which is included as Attachment 2. Additionally, please notify your caseworker by electronic mail (paresh.khatri@acgov.org) of submittal upload.

- **January 28, 2019** – Site Summary Report (RO0003312_SITE_SUM_R_YYYY-MM-DD)

Thank you for your cooperation. We look forward to working with you and your environmental consultant to complete the imported contaminated fill material characterization. Please do not hesitate to contact me at (510) 777-2478 or paresh.khatri@acgov.org should you have any questions or concerns.

Sincerely,

Paresh C. Khatri
Supervising Hazardous Materials Specialist
Local Oversight & Site Cleanup Programs

RO0003312

Eden Canyon Road, Castro Valley (APN 85A-6437-002-00)

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ENCLOSURES:

Attachment 1 – ACDEH Voluntary Remedial Action Agreement

Attachment 2 – Responsible Party(ies) Legal Requirements/Obligations and Electronic Report Upload Instructions

DISTRIBUTION LIST:

Cc: Bill Lepere, Deputy Director, Construction & Development Services, PWA (*Sent via e-mail to: bill@acpwa.org*)
Andy Cho, Assistant Engineer, PWA (*Sent via e-mail to: andyhjc@acpwa.org*)
Albert Lopez, Planning Director, CDA (*Sent via e-mail to: albert.lopez@acgov.org*)
Rodrigo Orduna, Assistant Planning Director, CDA (*Sent via e-mail to: rodrigo.orduna@acgov.org*)
Edward Labayog, CDA (*Sent via e-mail to: Edward.Labayog@acgov.org*)
Paul daSilva, CDA (*Sent via e-mail to: paul.dasilva@acgov.org*)
Ronald Browder, ACDEH Director (*Sent via e-mail to: ronald.browder@acgov.org*)
Dilan Roe, ACDEH Chief – Land & Water Division (*Sent via e-mail to: dilan.roe@acgov.org*)
Paresh Khatri, ACDEH (*Sent via e-mail to: paresh.khatri@acgov.org*)
GeoTracker, Case File



VOLUNTARY REMEDIAL ACTION AGREEMENT

This Voluntary Remedial Action Agreement ("Agreement") is between Kalra Pankaj & Tanu Trs & Arora Atul Et al ("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"):

Eden Canyon Road
Property Address

Castro Valley
City

85A-6437-2
APN

The Parties hereby agree as follows:

1. Site Assessment & 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 site assessment(s) and/or 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.
8. **Completion of Site Assessment and/or Remedial Action.** Upon completion of site assessment and/or 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 or delivered 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)

Printed Name

Date

Acknowledged by current property owner
(APN 85A-6437-2)

Signature

Printed Name

Date

VOLUNTARY REMEDIAL ACTION AGREEMENT

EXHIBIT 1

SCOPE OF WORK

This Voluntary Remedial Action Agreement applies to Eden Canyon Road, Castro Valley CA 94546, APN 85A-6437-2. ACDEH will provide supervision of the proposed site assessment(s) and/or remedial action(s) 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 assessment 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 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 may be recommended and/or required. ACDEH will provide the information regarding additional actions through directive letters referencing this Agreement.

Alameda County Environmental Cleanup Oversight Programs (LOP and SCP)	REVISION DATE: December 14, 2017
	ISSUE DATE: July 25, 2012
	PREVIOUS REVISIONS: September 17, 2013, May 15, 2014, December 12, 2016
SECTION: ACDEH Procedures	SUBJECT: Responsible Party(ies) Legal Requirements / Obligations

REPORT & DELIVERABLE REQUESTS

Alameda County Department of Environmental Health (ACDEH) Cleanup Oversight Programs, Local Oversight Program (LOP) and Site Cleanup Program (SCP) require submission of all reports in electronic form to the State Water Board's (SWB) GeoTracker website in accordance with California Code of Regulations, Chapter 30, Division 3, Title 23 and Division 3, Title 27.

Leaking Underground Fuel Tank (LUFT) Cases

Reports and deliverable requests are 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 (RP) in conjunction with an unauthorized release from a petroleum underground storage tank (UST) system.

Site Cleanup Program (SCP) Cases

For non-petroleum UST cases, reports and deliverables requests are pursuant to California Health and Safety Code Section 101480.

ELECTRONIC SUBMITTAL OF REPORTS

A complete report submittal includes the PDF report and all associated electronic data files, including but not limited to GEO_MAP, GEO_XY, GEO_Z, GEO_BORE, GEO_WELL, and laboratory analytical data in Electronic Deliverable Format™ (EDF). Additional information on these requirements is available on the State Water Board's website (http://www.waterboards.ca.gov/water_issues/programs/ust/electronic_submittal/)

- Do not upload draft reports to GeoTracker
- Rotate each page in the PDF document in the direction that will make it easiest to read on a computer monitor.

GEOTRACKER UPLOAD CERTIFICATION

Each report submittal is to include a GeoTracker Upload Summary Table with GeoTracker valid values¹ as illustrated in the example below to facilitate ACDEH review and verify compliance with GeoTracker requirements.

GeoTracker Upload Table Example

Report Title	Sample Period	PDF Report	GEO_MAPS	Sample ID	Matrix	GEO_Z	GEO_XY	GEO_BORE	GEO_WELL	EDF
2016 Subsurface Investigation Report	2016 S1	✓	✓	Effluent	SO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	✓
2012 Site Assessment Work Plan	2012	✓	✓			<input type="checkbox"/>				
2010 GW Investigation Report	2008 Q4	✓	✓	SB-10	W	✓	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	✓
				SB-10-6	SO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	✓
				MW-1	WG	✓	✓	✓	✓	✓
				SW-1	W	✓	✓	✓	✓	✓

¹ GeoTracker Survey XYZ, Well Data, and Site Map Guidelines & Restrictions, CA State Water Resources Control Board, April 2005

Alameda County Environmental Cleanup Oversight Programs (LOP and SCP)	REVISION DATE: NA
	ISSUE DATE: December 14, 2017
	PREVIOUS REVISIONS: September 17, 2013, May 15, 2014, December 12, 2016
SECTION: ACDEH Procedures	SUBJECT: Responsible Party(ies) Legal Requirements / Obligations

ACKNOWLEDGEMENT STATEMENT

All work plans, technical reports, or technical documents submitted to ACDEH must be accompanied by a cover letter from the responsible party that states, at a minimum, the following: "I have read and acknowledge the content, recommendations and/or conclusions contained in the attached document or report submitted on my behalf to the State Water Board's GeoTracker website." This letter must be signed by the Responsible Party, or legally authorized representative of the Responsible Party.

PROFESSIONAL CERTIFICATION & CONCLUSIONS/RECOMMENDATIONS

The California Business and Professions Code (Sections 6731, 6735, and 7835) 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 licensed or certified professional and include the professional registration stamp, signature, and statement of professional certification. Additional information is available on the Board of Professional Engineers, Land Surveyors, and Geologists website at: <http://www.bpelsg.ca.gov/laws/index.shtml>.

UNDERGROUND STORAGE TANK CLEANUP FUND

For LUFT cases, RP's non-compliance with these regulations may result in ineligibility to receive grant money from the state's Underground Storage Tank Cleanup Fund (Senate Bill 2004) to reimburse the cost of cleanup. Additional information is available on the internet at: https://www.waterboards.ca.gov/water_issues/programs/ustcf/

AGENCY OVERSIGHT

Significant delays in conducting site assessment/cleanup or report submittals may result in referral of the case to the Regional Water 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.