ARE SERVICES

AGENCY
DAVID J. KEARS, Agency Director



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ENVIRONMENTAL HEALTH SERVICES

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

November 29, 2006

Mr. Kirk Hutchinson Hutch's Car Wash 1367 A Street Hayward, CA 94541-2929

Ms. Ophelia Bohannon Ophelia Bohannon Trust 17945 Hesperian Boulevard San Lorezno, CA 94580

Subject: Fuel Leak Case No.

Hutch's Car Wash, 17945 Hesperian Blvd, San

Dear Mr. Hutchinson and Ms Bohannon:

Alameda County Environmental Health Department (ACEH) staff has reviewed the case file and report entitled, "Semi Annual Groundwater Monitoring Report", dated August 11, 2006 and prepared on your behalf by Aqua Science Engineers Inc. Groundwater sampling conducted during the most recent sampling event in 2006 confirmed the presence of dissolved phase petroleum hydrocarbons in monitoring well MW-1. Our review of the case file indicates that in April 2003 additional investigation was requested to characterize the vertical and horizontal extent of the petroleum hydrocarbon contamination. Consequently, ACEH requests you provide a work plan that details your proposal to delineate soil and groundwater contamination downgradient of your site.

Based on ACEH staff review of the case file, we request that you address the following technical comments and prepare a work plan detailing work to be performed, and send us the reports described below. Please provide 72-hour advance written notification to this office (e-mail preferred to <a href="mailto:steven.plunkett@acgov.org">steven.plunkett@acgov.org</a>) prior to the start of field activities.

#### **TECHNICAL COMMENTS**

1. Offsite Soil and Groundwater Contamination Characterization. Results of previous investigative work performed at the site have been insufficient to adequately characterize the extent of soil and groundwater contamination downgradient of your site. Based on the concentrations of TPH and TPH constituents detected in the soil and groundwater, additional investigation is required to assess the extent of soil and groundwater contamination immediately downgradient of the site.

ACEH recommend that your investigation incorporate expedited site assessment techniques to collect soil samples and depth-discrete groundwater samples prior to the installation of

groundwater monitoring wells. Expedited site assessment tools and methods are a scientifically valid and cost-effective approach to fully define the three-dimensional extent of soil and groundwater contamination. Technical protocol for expedited site assessments are provided in the U.S. Environmental Protection Agency's "Expedited Site Assessment tools for Underground Storage Tanks: A Guide for Regulators," (EPA 510-B-97-001), dated March 1997. Therefore, we recommend that you utilize direct push technology to collect soil samples and depth-discrete groundwater samples. Sampling locations should be positioned to accurately assess the extent of soil and groundwater contamination. Other options for additional investigation may be appropriate to define contamination at your site. Please submit a detailed Work Plan presenting your proposal to fully characterize the lateral and vertical extent of soil and groundwater contamination. The Work Plan should be prepared by a qualified professional and must fully describe the proposed scope and methods for the soil and groundwater investigation.

#### 2. Contamination Plume Delineation.

The purpose of contaminant plume delineation is to determine the three-dimensional extent of contamination (MTBE, petroleum products, and associated blending compounds and additives) in soil and groundwater from the unauthorized release at your site. The three-dimensional extent of contamination in soil and groundwater downgradient of your site is undefined. The results of groundwater monitoring indicate the presence of high levels of dissolved MTBE and other petroleum products at your site. Dissolved phase petroleum hydrocarbons and gasoline additives were detected in groundwater at concentrations of up to  $200,000~\mu g/L$  TPHg and  $4,400~\mu g/L$  MtBE.

MTBE is highly soluble and very mobile in groundwater and is not readily biodegradable. Conventional monitoring well networks currently installed at fuel leak sites are generally insufficient to properly locate and define the extent of MTBE plumes. MTBE plumes can be long, narrow, and erratic (meandering). Movement of MTBE plumes, as with other dissolved contaminants, is primarily controlled by groundwater flowlines. These flowlines can be dramatically affected by discontinuities and can drop vertically in certain parts of groundwater basins, such as recharge zones, cascade zones, and near pumping wells. In addition, the plumes can appear as discontinuous slugs particularly for those releases that occurred during the use of MTBE as a wintertime oxygenate (the period 1991 to 1995 in northern California). Thus, the positioning of current monitoring well networks can miss the MTBE plume core, and the monitoring well's design can incorrectly reflect the severity of the release. Therefore, we request that you perform a detailed, expedited site assessment using depth discrete sampling techniques on borings installed along transects to define and quantify the full three-dimensional extent of MTBE, Total Petroleum Hydrocarbons, Benzene, and other contamination in groundwater.

Discuss your proposal for performing this work in the work plan requested below. Report the results of your investigation in the Soil and Water Investigation (Results of Expedited Site Assessment) Report requested below.

Please note, we request that you immediately pursue any off-site access agreements that you may need to complete your investigation activities. Following submittal of your work plan, we will mail a letter to owners of the neighboring properties where you propose to perform investigation activities.

- 3. Soil Sampling and Analysis. All soils from the soil borings are to be examined for staining and odor and screened using a photo-ionizing detector (PID). Soil samples are to be collected from any interval where staining, odor, changes in lithology or elevated PID readings are observed. If no staining, odor, or elevated PID readings are observed, soil sample are to be collected from each boring at the capillary fringe, immediately above the zone where groundwater is first encountered and at the total depth of the boring. All soil samples collected during the investigation are to be analyzed for TPHg and TPHd by EPA Method 8015M or 8260, BTEX, EDB, EDC, MtBE, TAME, ETBE, DIPE, TBA and EtOH by EPA Method 8260 and total lead. Please present the results from soil sampling in the Soil and Groundwater Investigation Report requested below.
- 4. Groundwater Sampling and Analysis. The groundwater samples collected during the investigation are to be analyzed for TPHg and TPHd by EPA Method 8015M or 8260, BTEX, EDB, EDC, MtBE, TAME, ETBE, DIPE, TBA and EtOH by EPA Method 8260. Please present the results from groundwater sampling in the Soil and Groundwater Investigation Report requested below.
- 5. Geotracker EDF Submittals A review of the case file and the State Water Resources Control Board's (SWRCB) Geotracker website indicate that electronic copies of analytical data have not been submitted for your site. Pursuant to CCR Sections 2729 and 2729.1, beginning September 1, 2001, all analytical data, including monitoring well samples, submitted in a report to a regulatory agency as part of the LUFT program, must be transmitted electronically to the SWRCB Geotracker website via the internet. Additionally, beginning January 1, 2002, all permanent monitoring points utilized to collected groundwater samples (i.e. monitoring wells) and submitted in a report to a regulatory agency, must be surveyed (top of casing) to mean sea level and latitude and longitude accurate to within 1meter accuracy, using NAD 83, and transmitted electronically to the SWRCB Geotracker website. Beginning July 1, 2005, electronic submittal of a complete copy of all reports is required in Geotracker (in PDF format). In order to remain in regulatory compliance, please upload all analytical data (collected on or after September 1, 2001), to the SWRCB's Geotracker database website in accordance with the above-cited regulation. Please perform the electronic submittals for applicable data and submit verification to this Agency by December 30, 2006.

#### TECHNICAL REPORT REQUEST

Please submit technical reports to Alameda County Environmental Health (Attention: Mr. Steven Plunkett), according to the following schedule:

- December 30, 2006 Work Plan for Soil and Groundwater Investigation
- February 30, 2006 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

The Alameda County Environmental Cleanup Oversight Programs (LOP and SLIC) require submission of all reports in electronic form to the county's ftp site. Paper copies of reports will no longer be accepted. The electronic copy replaces the paper copy and will 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 (ftp) Instructions." Please do not submit reports as attachments to electronic mail.

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. Submission of reports to the Geotracker website does not fulfill the requirement to submit documents to the Alameda County ftp site. 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 monitor wells, and other data to the Geotracker database over the Internet. Beginning July 1, 2005, electronic submittal of a complete copy of all necessary reports was required in Geotracker (in PDF format). Please visit the SWRCB website 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.

Should you have any questions, do not hesitate to call me at (510) 383-1767.

Sincerely,

Steven Plunkett

Hazardous Materials Specialist

Enclosure: ACEH Electronic Report Upload (ftp) Instructions

cc: Robert Kitay

Aqua Science Engineers Inc. 208 W. El Pintado Road, Suite C Danville, CA 94526

Donna Drogos, ACEH Steven Plunkett, ACEH

File







DAVID J. KEARS, Agency Director

RO0000451

April 16, 2003

Mr. Kirk Hutchinson Ms. Ophelia Bohannon Hutch's Car Wash 17945 Hesperian Blvd San Lorenzo, CA 94580 **ENVIRONMENTAL HEALTH SERVICES** 

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

RE: Additional Investigation at 17945 Hesperian Blvd, San Lorenzo, CA

Dear Mr. Hutchinson and Ms. Bohannon:

I have completed review of the case file for the above referenced site. Soil and groundwater investigations conducted at the site identified MTBE in soil and total petroleum hydrocarbons as gasoline (TPHg), benzene, toluene, ethyl-benzene and xylenes (BTEX), and MTBE in groundwater. Currently up to 1,300 parts per billion (ppb) TPHg, 6.2 ppb benzene, and 680 ppb MTBE is in groundwater collected from well MW-1. Groundwater has been monitored since October 1999. Groundwater flows to the west and northwest.

To date, the extent of the contaminant plume has not been delineated. At this time, a conduit and well survey should be prepared for the site to identify any and all potential receptors that could be potentially impacted by the plume. Once the survey has been completed, additional subsurface investigations should be conducted to delineate the horizontal and vertical extent of the plume.

The conduit/well survey must be completed within 45 days of the date of this letter or by June 9, 2003. A workplan for the delineation of the plume is due by July 14, 2003. If you have any questions, I can be reached at (510) 567-6762.

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Hazardous Materials Specialist

C:

Donna Drogos

email: Robert Kitay (aqua science)

**AGENCY** 





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ENVIRONMENTAL HEALTH SERVICES

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

#### **STID 730**

August 12, 2002

Mr. Kirk Hutchinson Hutch's Car Wash 17945 Hesperian Blvd. San Lorenzo, CA 94501

Re: Hutch's Carwash located at 17945 Hesperian Blvd., San Lorenzo, CA 94501

Dear Mr. Hutchinson:

I have received and reviewed "Quarterly Groundwater Monitoring Report July 2002 Groundwater Sampling" dated July 31, 2002 submitted by Mr. Robert E. Kitay of Aqua Science Engineers, Inc. I would like to make the following comments regarding this document:

- MW-1 well, which contains the highest concentrations of constituents and is located down/cross gradient of the plume, revealed 1,500ppb, 26ppb, <0.5ppb, 12ppb, 8.6ppb, and 820ppb of TPHgasoline, Benzene, Toluene, Ethyl Benzene, Total Xylenes, and MTBE respectively.
- MW-2 well did not detect any concentration of the constituents. Therefore you may
  discontinue sampling and analysis of MW-2, with the exception of MTBE analysis since
  this constituent has been previously noted within this well.
- MW-3 well is no longer being due to the fact that it has historically indicated non-detect concentrations of the constituents.
- Per Figure 2 within this report, groundwater flows northwesterly at 0.002 ft/ft.
- Depth to groundwater was noted at 15.66 to 14.81 feet bgs.

I do not concur with the recommendation made by ASE regarding review of the case for closure due to high concentration and non-stability of MTBE plume. However, you may exclude analysis of MW-2 well during the sampling events until further notice. Please continue quarterly monitoring of MW-1 well unless otherwise directed by this office.

Should you have any questions, please call me at (510)- 567-6876.

Sincerely,

Amir K. Gholami, REHS

Hazardous Materials Specialist

C: Mr. Mr. Robert E. Kitay, Aqua Science Engineers, Inc., 280 W. El Pintado Road, Danville, CA 94526

Files

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

#### **STID 730**

November 16, 2001

Mr. Kirk Hutchinson Hutch's Car Wash 17945 Hesperian Blvd. San Lorenzo, CA 94501

Re: Hutch's Carwash located at 17945 Hesperian Blvd., San Lorenzo, CA 94501

Dear Mr. Hutchinson:

I am in receipt of "Quarterly Groundwater Monitoring Report October 2001 Groundwater Sampling dated October 18, 2001submitted by Mr. Robert E. Kitay of Aqua Science Engineers, Inc. I have reviewed this document and would like to make the following comments:

- MW-1, the down gradient well, has revealed high concentrations of constituents within the
  plume. There were 1,100ppb, 4.1ppb, <0.5ppb, 18ppb, 19ppb, and 520ppb of TPHgasoline,
  Benzene, Toluene, Ethyl Benzene, Total Xylenes, and MTBE respectively detected in MW-1
  well. The concentration of MTBE decreased from 700ppb to 520ppb during this episode.</li>
- MW-2 well did not reveal significant amount of contamination. MW-3 well has not been sampled for the past few analysis due to non-detect concentrations of the constituents present in the well.
- You may discontinue sampling and analysis for MW-2 (except MTBE analysis) and MW-3 wells until further notice from this office.
- Groundwater flow direction is to the northwest at 0.0023 ft/ft per figure 2.
- This office did not receive prior Quarterly Groundwater Monitoring Report.

You may continue with the monitoring program as recommended by Mr. Kitay of Aqua Science and his recommendation made within this report regarding the above referenced. However as indicated previously, you may exclude MW-3 well from your quarterly groundwater monitoring as well as MW-2 well (except MTBE analysis) until further notice.

If you have any questions, please do not hesitate to call me at (510)-567-6876.

Sincerely,

Amir K. Gholami, REHS Hazardous Materials Specialist

C: Mr. Mr. Robert E. Kitay, Aqua Science Engineers, Inc., 280 W. El Pintado Road, Danville, CA 94526 Files 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

#### **STID 730**

May 16, 2001

Mr. Kirk Hutchinson Hutch's Car Wash 17945 Hesperian Blvd. San Lorenzo, CA 94501

Re: Hutch's Carwash located at 17945 Hesperian Blvd., San Lorenzo, CA 94501

Dear Mr. Hutchinson:

I have received and reviewed the "Quarterly Groundwater Monitoring Report April 2001 Groundwater Sampling dated May 1, 2001submitted by Mr. Robert E. Kitay of Aqua Science Engineers, Inc.

According to this report the MW-1, the down gradient well, has revealed high concentrations of constituents within the plume similar to the previous sampling. In fact some significant constituent, such as MTBE increased in concentration from 1,300ppb to 2,000ppb. However, the other wells did not reveal or revealed minor contamination. Due to this fact, you may discontinue sampling and analysis for MW-2 (except MTBE analysis) and MW-3 wells until further notice from this office.

There were 2,900ppb, 14ppb, <0.5ppb, 34ppb, 32ppb, and 2,000ppb of TPHgasoline, Benzene, Toluene, Ethyl Benzene, Total Xylenes, and MTBE respectively detected in MW-1 well. The most significant is the increase in MTBE concentration since the previous analysis. However, there has been some oscillation in concentration of MTBE concentration since 1999.

Per figure 2 the groundwater flow direction is to the northwest at 0.002 ft/ft.

Please forward all reports regarding the above referenced site to me rather than Scott Seery of our office. As you are aware I have been assigned to oversee the clean up process at the above referenced site.

I concur with Mr. Kitay of Aqua Science and his recommendation made within this report regarding the above referenced site and continued quarterly groundwater monitoring. However you may exclude MW-3 well from your quarterly groundwater monitoring as well as MW-2 well (except MTBE analysis) until further notice due to the fact that both wells have not historically contained much hydrocarbons as indicated within this report.

Please call me at (510)- 567-6876, if you have any questions.

Sincerely,

Amir K. Gholami, REHS Hazardous Materials Specialist

C: Mr. Mr. Robert E. Kitay, Aqua Science Engineers, Inc., 280 W. El Pintado Road, Danville, CA 94526 Files

### ALAMEDA COUNTY

#### **HEALTH CARE SERVICES**





DAVID J. KEARS, Agency Director

**STID 730** 

February 1, 2001

Mr. Kirk Hutchinson Hutch's Car Wash 17945 Hesperian Blvd. San Lorenzo, CA 94501 ENVIRONMENTAL HEALTH SERVICES

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

Re: Hutch's Carwash located at 17945 Hesperian Blvd., San Lorenzo, CA 94501

Dear Mr. Hutchinson:

I am in receipt of "Quarterly Groundwater Monitoring Report January 2001 Groundwater Sampling dated January 29, 2001 submitted by Mr. Robert E. Kitay of Aqua Science Engineers, Inc. Per this report the MW-1 well has revealed high concentrations of constituents within the plume. The other wells did not reveal any contamination. Therefore you may discontinue sampling and analysis for MW-2 and MW-3 wells until further notice. MW-1 well, on the other hand, has revealed MTBE of 1,300ppb and Benzene concentration of 34ppb. There was an slight increase in benzene and TPHg concentration but a decrease in MTBE concentration since the last analysis. There seems to be some oscillation in concentration of MTBE concentration.

Groundwater flow direction is to the northwest per figure 2.

I do concur with Mr. Kitay of Aqua Science and his recommendation made within this report regarding the above referenced site and continued quarterly groundwater monitoring. Furthermore, you may exclude MW-2 well from your quarterly groundwater monitoring until further notice due to the fact that this well has not historically contained much hydrocarbons as indicated within this report with the exception of slight concentration in MTBE.

If you have any questions, please call me at (510)- 567-6876.

Sincerely,

Amir K. Gholami, REHS

Hazardous Materials Specialist

C: Mr. Mr. Robert E. Kitay, Aqua Science Engineers, Inc., 280 W. El Pintado Road, Danville, CA 94526

Files







**STID 730** 

November 27, 2000

Mr. Kirk Hutchinson Hutch's Car Wash 17945 Hesperian Blvd. San Lorenzo, CA 94501 **ENVIRONMENTAL HEALTH SERVICES** 

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

Re: Hutch's Carwash located at 17945 Hesperian Blvd., San Lorenzo, CA 94501

Dear Mr. Hutchinson:

This office is in of "Quarterly Groundwater Monitoring Report October 2000 submitted by Mr. Robert E. Kitay of Aqua Science Engineers, Inc. According to this report the MW-1 well, the most contaminated well on this site, revealed high concentrations of constituents within the plume with MTBE of 3,300ppb and Benzene concentration of 20ppb, which is higher than MCL, maximum contaminant level. MTBE concentration has increased from 2,000ppb to 3,300ppb from the last report. Similar to the previous analysis, the concentrations of other constituents found in the soil were not as significant.

Per figure 2 within this report, the groundwater seems to be moving northwesterly.

I concur with Mr. Kitay of Aqua Science and his recommendation made within this report regarding the above referenced site and continued quarterly groundwater monitoring. Additionally you may exclude MW-3 well from your quarterly groundwater monitoring since it is an upgradient well and has not historically contained any hydrocarbons as indicated within this report.

I understand the next quarterly groundwater report will be due in January 2001.

Should you have any questions, please do not hesitate to call me at (510)- 567-6876.

Sincerely.

Amir K. Gholami, REHS Hazardous Materials Specialist

C: Mr. David Allen, Aqua Science Engineers, Inc., 280 W. El Pintado Road, Danville, CA 94526 Files



### State Water Resources Control Board

#### **Division of Clean Water Programs**

2014 T Street • Sacramento, California 95814 • (916) 227-4366 Mailing Address: P.O. Box 944212 • Sacramento, California • 94244-2120 FAX (916) 227-4530 • Internet Address: http://www.swrcb.ca.gov/~cwphome/ustcf



Gray Davis Governor

Winston H. Hickox Secretary for Environmental Protection

001 18 2000

Kirk Hutchison Hutch's Car Wash 1367 A St Hayward, CA 94541 HO.

UNDERGROUND STORAGE TANK CLEANUP FUND, CLAIM NO. 015085, FOR SITE ADDRESS: 17945 HESPERIAN BLVD, SAN LORENZO

The State Water Resources Control Board (State Board) is able to issue, pursuant to applicable regulations, the enclosed Letter of Commitment (LOC) in an amount not to exceed \$35,000. This LOC is based upon our review of the corrective action costs you reported to have incurred to date. The LOC may be modified by the State Board.

It is very important that you read the terms and conditions listed in the enclosed LOC. Claims filed with the Underground Storage Tank Cleanup Fund far exceed the funding available and it is very important that you make use of the funding that has been committed to your cleanup in a timely manner.

You are reminded that you must comply with all regulatory agency time schedules and requirements and you must obtain three bids for any required corrective action. Only corrective action costs required by the regulatory agency to protect human health, safety and the environment can be claimed for reimbursement. Unless waived in writing, you are required to obtain preapproval of costs for all future corrective action work (form enclosed). If you have any questions on obtaining preapproval of your costs or the three bid requirement, please call Sunil Ramdass, our Technical Reviewer assigned to claims in your Region, at (916) 227-7748. Failure to obtain preapproval of your future costs may result in the costs not being reimbursed.

The following documents needed to submit your reimbursement request are enclosed:

"Reimbursement Request Instructions" package. Retain this package for future reimbursement requests. These instructions must be followed when seeking reimbursement for corrective action costs incurred after January 1, 1988. Included in the instruction package are samples of completed reimbursement request forms and spreadsheets.

"Bid Summary Sheet" to list information on bids received which must be completed and returned.

"Reimbursement Request" forms which you must use to request reimbursement of costs incurred.

"Spreadsheet" forms which you must use in conjunction with your reimbursement request.

"Notice of Change of Address" form if needed.

#### THIS IS IMPORTANT TO YOU, PLEASE NOTE:

You have 90 calendar days from the date of this letter to submit your first reimbursement request for incurred corrective action costs. **NO EXTENSIONS CAN BE GRANTED**. If you fail to do so, your LOC funds will automatically be reduced to zero (deobligated). Once this occurs, any future funds for this site are subject to availability when you submit your first reimbursement request. We continuously review the status of all active claims. You must continue to remain in compliance and submit a reimbursement request every 6 months. Failure to do so will result in the Fund taking steps to withdraw your LOC.

If you have any questions regarding the enclosed documents, please contact Anna Torres at (916) 227-4388.

Sincerely,

Allan<sup>1</sup>V. Patton, Manager UST Cleanup Fund Program

Enclosures

cc: Mr. Steve Morse RWQCB, Region 2 1515 Clay Street, Ste. 1400 Oakland, CA 94612

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

AGENCY



DAVID J. KEARS, Agency Director

**STID 730** 

October 2, 2000

Mr. Kirk Hutchinson Hutch's Car Wash 17945 Hesperian Blvd. San Lorenzo, CA 94501 **ENVIRONMENTAL HEALTH SERVICES** 

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

Re: Required investigations at 17945 Hesperian Blvd., San Lorenzo, CA 94501

Dear Mr. Hutchinson:

I am in receipt of "Quarterly Groundwater Monitoring Report July 31, 2000 submitted by Mr. Robert E. Kitay of Aqua Science Engineers, Inc. Per this report the MW-1 well continues to contain the highest concentrations of constituents within the plume with MTBE of 2,000ppb and Benzene concentration of 31ppb, which is higher than MCL, maximum contaminant level. The The concentration of MTBE reduced from 2600 ppb from the previous time to 2000 since the previous report. The concentrations of other constituents found in the soil were not as significant. Groundwater seems to be flowing to the northwest this time per this report.

I concur with the recommendation made by ASE for this site for continued quarterly groundwater monitoring. You may discontinue exclude MW-3 well from your quarterly groundwater monitoring since it is an upgradient well and has not historically contained any hydrocarbons.

I will be looking forward for the next quarterly groundwater report.

If you have any questions, please call me at (510)- 567-6876.

Sincerely,

Amir K. Gholami, REHS

Hazardous Materials Specialist

C: Mr. David Allen, Aqua Science Engineers, Inc., 280 W. El Pintado Road, Danville, CA 94526

**Files** 

DAVID J. KEARS, Agency Director



#### **STID 730**

August 17, 2000

Mr. Kirk Hutchinson Hutch's Car Wash 17945 Hesperian Blvd. San Lorenzo, CA 94501 **ENVIRONMENTAL HEALTH SERVICES** 

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

Re: Required investigations at 17945 Hesperian Blvd., San Lorenzo, CA 94501

Dear Mr. Hutchinson:

This office is in receipt of "Quarterly Groundwater Monitoring Report April 2000 submitted by Mr. Robert E. Kitay of Aqua Science Engineers, Inc. According to this report the MW-1 well has still the highest concentrations of constituents within the plume with MTBE of 2,600ppb and Benzene concentration of 18ppb, which is higher than MCL, maximum contaminant level. The MTBE concentration has slightly increased from 650ppb to 2600ppb since the last report. Similar to the last report the concentrations of other constituents found in the soil were not as significant. Groundwater seems to be flowing mostly to the west this time per this report.

I concur with the recommendation made by ASE for this site for continued quarterly groundwater monitoring.

I will be looking forward for the next quarterly groundwater report due in April 2000.

Should you have any questions, please do not hesitate to call me at (510)- 567-6876.

Sincerely,

Amir K. Gholami, REHS Hazardous Materials Specialist

C: Mr. David Allen, Aqua Science Engineers, Inc., 280 W. El Pintado Road, Danville, CA 94526 Files



### State Weer Resources Control oard

**Gray Davis** Governor

#### Division of Clean Water Programs

Winston H. Hickox Secretary for Environmental Protection

2014 T Street • Sacramento, California 95814 • (916) 227 4366
Mailing Address: P.O. Box 944212 • Sacramento, California • 94244 2126 FAX (916) 227-4530 • Internet Address: http://www.swrcb.ca.gov/~cwphome/ustcf/27/ 00 MAR 22 PM 4: 44

March 21, 2000

Kirk Hutchison Hutch's Car Wash 1367 A St Hayward, CA 94541

UNDERGROUND STORAGE TANK CLEANUP FUND PROGRAM NOTICE OF ELIGIBILITY DETERMINATION: CLAIM NUMBER 015085; FOR SITE ADDRESS: 17945 HESPERIAN BLVD, SAN LORENZO

Your claim has been accepted for placement on the Priority List in Priority Class "C" with a deductible of \$5,000.

We have completed our initial review. The next step in the claim review process is to conduct a compliance review.

Compliance Review: Staff reviews, verifies, and processes claims based on the priority and rank within a priority class. After the Board adopts the Priority List, your claim will remain on the Priority List until your Priority Class and rank are reached. At that time, staff will conduct an extensive Compliance Review at the local regulatory agency or Regional Water Quality Control Board. During this Compliance Review, staff may request additional information needed to verify eligibility. Once the Compliance Review is completed, staff will determine if the claim is valid or must be rejected. If the claim is valid, a Letter of Commitment will be issued obligating funds toward the cleanup. If 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, the claim will be rejected. 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, 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) 227-4366.

Sincerely,

Shari Knieriem

Claims Review Unit

Underground Storage Tank Cleanup Fund

cc:

Mr. Steve Morse

Shani Inieriem

RWQCB, Region 2

1515 Clay Street, Ste. 1400

Oakland, CA 94612

Mr. Thomas Peacock
Alameda County EHD

1131 Harbor Bay Pkway 2nd El

1131 Harbor Bay Pkway, 2nd Fl. Alameda, CA 94502-6577



Secretary for

Environmental Protection

## State Water Resources Control Board

#### **Division of Clean Water Programs**

2014 T Street • Sacramento, California 95814 • (916) 227-4366

Mailing Address: P.O. Box 944212 • Sacramento, California • 94244-2120

FAX (916) 227-4530 • Internet Address: http://www.swreb.ca.gov/~cwphorne/ustcf

1200KJ



Gray Davis
Governor
PROTESTION

FEB 25 2000

Kirk Hutchison Hutch's Car Wash 1367 A St Hayward, CA 94541

UNDERGROUND STORAGE TANK CLEANUP FUND PROGRAM, REQUEST FOR FURTHER DOCUMENTATION DURING INITIAL REVIEW: CLAIM NUMBER 015085; FOR SITE ADDRESS: 17945 HESPERIAN BLVD, SAN LORENZO

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:

1) A copy of the permit to own or operate the UST from the local implementing agency dated between January 1, 1984 and January 1, 1990 (pursuant to Chapter 6.7 of the Health and Safety Code).

If you were not subject to the permit requirement, submit documentation to confirm this claim. Situations where the permit was not required by January 1, 1990, can include: a) you removed all USTs prior to January 1, 1990; and not replaced; b) you decommissioned all USTs pursuant to the direction of the regulatory agency prior to January 1, 1984; c) you sold the property and tanks by January 1, 1990.

If you were subject to the permit requirement but failed to comply by January 1, 1990, you can request the State Board to waive the requirement as a condition for eligibility. To request a waiver, complete the enclosed "Permit Waiver Request" form and return with any additional information requested below.

- 2) Priority Class B assignment requires claimant to complete the enclosed addendum. Additionally, claimant must provide either a declaration statement or official employee reporting document (DE-6 filed with the Employment Development Department for calendar year 1999) verifying that the claimant (and any affiliates) do not employ more that 100 employees. Or you may request. Priority Class C. Priority Class C verification requires claimant to must submit documentation verifying that claimant does not employ more than 500 full time or part time employees. Submit either a DE-6 filed with Employment Development Department for calendar year 1999 or a declaration letter signed by an officer of the company.
- 3) Certification of Financial Responsibility (FR) requires signature of either a "witness or Notary. Enclosed is a copy of the FR for you to complete.

**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) 227-4366.

Sincerely,

Shari Knieriem

Claims Review Unit

Underground Storage Tank Cleanup Fund

aei Knievien

Enclosure

cc: Mr. Steve Morse/Without enclosure RWQCB, Region 2 1515 Clay Street, Ste. 1400 Oakland, CA 94612

Mr. Thomas Peacock/Without enclosure Alameda County EHD 1131 Harbor Bay Pkway, 2nd Fl. Alameda, CA 94502-6577 STID# 730



FEB 1 5 2000

DAVID J. KEARS, Agency Director

**STID 730** 

February 15, 2000

Mr. Kirk Hutchinson Hutch's Car Wash 17945 Hesperian Blvd. San Lorenzo, CA 94501 **ENVIRONMENTAL HEALTH SERVICES ENVIRONMENTAL PROTECTION** 

1131 Harbor Bay Parkway Alameda, CA 94502-6577 (510) 567-6700 (510) 337-9432

Re: Required investigations at 17945 Hesperian Blvd., San Lorenzo, CA 94501

Dear Mr. Hutchinson:

This office is in receipt of "soil and groundwater assessment" submitted by Mr. Robert E. Kitay of Aqua Science Engineers, Inc.. Per this report the MW-1 well has still the highest concentrations of constituents within the plume with MTBE of 650ppb and Benzene concentration of 15ppb, which is higher than MCL, maximum contaminant level. The MTBE concentration has slightly increased since the last report. The concentrations of other constituents found in the soil were not as significant. Groundwater seems to be flowing to northwest at 0.002-feet per foot.

I concur with the recommendation made by ASE for this site to be placed on a quarterly groundwater monitoring program and continue monitoring.

I will be looking forward for the next quarterly groundwater report due in April 2000.

If you have any questions, please call me at (510)- 567-6876.

Sincerely,

Amir K. Gholami, REHS Hazardous Materials Specialist

C: Mr. David Allen, Aqua Science Engineers, Inc., 280 W. El Pintado Road, Danville, CA 94526

Files

AGENCY DAVID J. KEARS, Agency Director



**STID 730** 

November 24, 1999

Mr. Kirk Hutchinson Hutch's Car Wash 17945 Hesperian Blvd. San Lorenzo, CA 94501 ENVIRONMENTAL HEALTH SERVICES ENVIRONMENTAL PROTECTION (LOP) 1131 Harbor Bay Parkway, Suite 250

Alameda, CA 94502-6577 (510) 567-6700 FAX (510) 337-9335

Re: Required investigations at 17945 Hesperian Blvd., San Lorenzo, CA 94501

Dear Hutchinson:

This office is in receipt of "soil and groundwater assessment" submitted by Mr. Robert E. Kitay of Aqua Science Engineers, Inc.. Per this report the

MW-1 well has the highest concentrations of constituents within the plume with MTBE of 120ppb. The soil boring at 10.5 feet at the same location also indicated the highest level of MTBE at 200ppm. There were other constituents found in soil and or groundwater samples but not as significant. Groundwater seems to be flowing to northwest at 0.002-feet per foot.

I concur with the recommendation made by ASE for this site to be placed on a quarterly groundwater monitoring program.

I will be looking forward for the next quarterly groundwater report.

Should you have any questions, please call me at (510)- 567-6876.

Sincerely,

Amir K. Gholami, REHS

Hazardous Materials Specialist

C: Mr. David Allen, Aqua Science Engineers, Inc., 280 W. El Pintado Road, Danville, CA 94526 Files

AGENCY



DAVID J. KEARS, Agency Director

STID 730

September 15, 1999

Mr. Kirk Hutchinson Hutch's Car Wash 17945 Hesperian Blvd. San Lorenzo, CA 94501 **ENVIRONMENTAL HEALTH SERVICES** 

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

Re: Required investigations at 17945 Hesperian Blvd., San Lorenzo, CA 94501

Dear Hutchinson:

I am in receipt of the "Workplan for soil and groundwater assessment" dated September 9, 1999, regarding the above referenced site submitted by Mr. David Allen of Aqua Science Engineers, Inc. Thank you for the submittal of the plan. Mr. Allen requested me to expedite the oversight process. I will try to accommodate the requested expedition.

The workplan is generally acceptable. However, prior to taking soil and groundwater samples, you need to make an assessment of groundwater flow gradient to better locate the proposed soil/groundwater sample borings. As indicated to Mr. Allen, this office may have files on surrounding site, which may assist in making the groundwater flow gradient. This is necessary to ensure that boring locations will be situated downgradient as well as upgradient from the plume source. You may contact our office to look into the files regarding the surrounding properties.

Please be advised that further investigation might be deemed necessary pending the result of this phase of the investigation.

I will be looking forward to receive the result of the submitted workplan.

If you have any questions, please call me at (510) 567-6876.

Sincerely,

Amir K. Gholami, REHS

Hazardous Materials Specialist

C: Mr. David Allen, Aqua Science Engineers, Inc., 280 W. El Pintado Road, Danville, CA 94526 files

### ÁLAMEDA COUNTY

#### **HEALTH CARE SERVICES**



DAVID J. KEARS, Agency Director

Certified Mailer # P 368 729 449



**ENVIR** 1131 Ha

Alameda (510) 56

July 29, 1999

STID 730

Mr. Kirk Hutchinson Hutch's Car Wash. 17945 Hesperian Boulevard San Lorenzo, CA 94501

(510) 33

#### NOTICE OF VIOLATION

	No Insurance Coverage Provided.							
	Do not use for International Mail (See reverse)							
	Me Kiekt	<del>l</del> entethansom						
	Street & Number Post Office, State, & ZIP Cod	PERIAN						
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	Special Delivery Fee							
	Restricted Delivery Fee							
199	Return Receipt Showing to Whom & Date Delivered							
April	Return Receipt Showing to Whom, Date, & Addressee's Address							
800,	TOTAL Postage & Fees	\$						
e G	Postmark or Date							
S Form <b>3800</b> , April 1995	AUG 0 2 1999							

P 368 729 449

Receipt for Certified Mail

US Postal Service

RE:

Hutch's Car Wash, 17945 Hesperian, San Lorenzo – Request for Soil and Water

Investigation Work Plan

Dear Mr. Hutchinson:

In correspondence from this office dated May 10, 1999, you were requested to submit a soil and water investigation (SWI) work plan for the continued assessment of the fuel release that occurred at this site. The requested work plan was due within 60 days of the date of the May 10th letter. To date, this work plan has not been submitted.

You are currently in violation of provisions of Article 11, Corrective Action Requirements, Section 2720 et seq., Title 23, California Code of Regulations (CCR). Please be advised that civil penalties of up to \$5000 per day per tank per violation can be assessed upon conviction.

At this time you are directed to submit the requested work plan within 20 days of the date of this letter. Failure to comply with this request will result in your case being referred to the Alameda County District Attorney's Office for enforcement action.

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

Sincerely,

Scott O. Seery, CHMM Hazardous Materials Specialist

CC:

Chuck Headlee, RWQCB

Bob Chambers, Alameda County District Attorney's Office

AGENCY

DAVID J. KEARS, Agency Director



Certified Mailer #

July 29, 1999

STID 730

Mr. Kirk Hutchinson Hutch's Car Wash, 17945 Hesperian Boulevard San Lorenzo, CA 94501 **ENVIRONMENTAL HEALTH SERVICES** 

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

#### NOTICE OF VIOLATION

RE:

Hutch's Car Wash, 17945 Hesperian, San Lorenzo - Request for Soil and Water

Investigation Work Plan

Dear Mr. Hutchinson:

In correspondence from this office dated May 10, 1999, you were requested to submit a soil and water investigation (SWI) work plan for the continued assessment of the fuel release that occurred at this site. The requested work plan was due within 60 days of the date of the May 10<sup>th</sup> letter. To date, this work plan has not been submitted.

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At this time you are directed to submit the requested work plan within 20 days of the date of this letter. Failure to comply with this request will result in your case being referred to the Alameda County District Attorney's Office for enforcement action.

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

Sincerely,

Scott O. Seery, CHMM Hazardous Materials Specialist

CC:

Chuck Headlee, RWQCB

Bob Chambers, Alameda County District Attorney's Office

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 10, 1999

**STID 730** 

Mr. Kirk Hutchinson Hutch's Car Wash, 17945 Hesperian Boulevard San Lorenzo, CA 94501

RE:

Hutch's Car Wash, 17945 Hesperian, San Lorenzo – Request for Soil and Water Investigation Work Plan

Dear Mr. Hutchinson:

We are in receipt and have completed review of the December 11, 1998 Aqua Science Engineers Inc. (ASE) report documenting the installation of eight (8) soil borings, and the analysis of soil and groundwater samples collected from each. This work was performed in preparation for the in-place closure of three fuel underground storage tanks (UST) at the subject site.

Evidence of an unauthorized release was identified during the course of this preliminary investigation. Such evidence included the presence in water samples of up to 260 micro grams per liter (ug/l) of benzene, 4400-ug/l methyl-tert butyl ether (MtBE), and 200,000 ug/l total petroleum hydrocarbons in the gasoline range (TPH-G).

Consistent with provisions of Article 11, Corrective Action Requirements, Section 2720 et seq., Title 23, California Code of Regulations (CCR), a Soil and Water Investigation (SWI) must be conducted to assess the extent of the release at the site. The SWI work plan will present the scope of work necessary to complete this phase of the site assessment. This task will typically involve the installation of several more soil borings and construction of an array of monitoring wells strategically located to track contaminant location.

The SWI work plan requires that you hire a California-licensed or registered engineer or geologist with the appropriate experience in conducting such environmental projects. Such licensing and registration is by provision of the California Business and Professions Code.

The SWI work plan is due within 60 days of the date of this letter.

Mr. Kirk Hutchinson

RE: 17945 Hesperian Blvd., San Lorenzo

May 10, 1999 Page 2 of 2

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

Sincerely,

Scott O. Seery, CHMM Hazardous Materials Specialist

CC:

Chuck Headlee, RWQCB Robert Weston, ACDEH

Loslie - Please transfer to

# Transfer of Eligible Local Oversight Case 5.

STID 730 Date of input/By: 4/1/99 001

	· · · · · · · · · · · · · · · · · · ·
	3-31-99 From: Scott
	Name: Hutch's Carwash
Addre	ess: 17945 Hesperian B1. City: 5. Lovenzo Zip: 94580
To be	e eligible for LOP, case must meet 3 qualifications:
1. 🕸	closed in place  N Tanks Removed? # of removed? Date removed: 1-21-99
2. <b>(Y</b>	N Samples received? Contamination level: ppm Type of test Contamination should be over 100 ppm TPH to qualify for LOP
3. Y	N Petroleum? Circle Type(s): • Avgas •leaded •unleaded fuel oil •jet • diesel •waste oil •kerosene •solvents
Proce	edure to follow should your site meet all the above qualifications:
1.	a. Plose the deposit refund case. b. Aecount for ALL time you have spent on the case. c. Turn in account sheet to Leslie.  If there are funds still remaining it is still better to transfer the case to LOP as the rate for LOP allows more overhead. DO NOT attempt to continue to oversee the site simply because there are funds remaining!  Remaining DepRef \$'s: DepRef Case Closed with Candyce/Leslie? Y N (If no, explain why below.)
2.	Submit the completed A and B permit application forms to NORMA.
3.	Give the entire case to the proper LOP staff.

### ALAMEDA COUNTY ENVIRONMENTAL HEALTH - HAZARDOUS MATERIALS PROGRAM INFORMATION PER SITE ON ALL DEPOSITS FROM ALL PAYORS

as of 03/31/99

D	A	T	A	В	A	S	H,	:		D	E	P	R	E	F
-	-	-	~	-	~	~	~	-	~	~	~	~	~	-	-

SITE INFORMATION from DepRef DB ====

Hutch's Carwash 17945 Hesperian Blvd San Lorenzo CA 94580 StID: 730 Site#: 7251 Site Complete?

ALL PAYORS ON SITE

> Project# 7251A for Payor#

Aqua Science Engineering 208 W El Pintado Danville CA 94526

DR:Wk

- DEPOSIT INFORMATION =

Proj Deposit Insp Collect

Project# Rcpt# DepDate DepAmount Type Complete Init Fees?

7251A <-----

787651 12/28/98 \$1,320.00 R

RW

5

Total Deposit for Project: \$1,320.00

Total Deps for all Sites : \$1,320.00

Report WkSht

LAST WORK DATE FROM BILLING ON THIS SITE:

--7251?

ALAMEDA COUNTY ENVIRONMENTAL HEALTH - HAZARDOUS MATERIALS PROGRAM DEPOSIT / REFUND ARCHIVED DAILIES STATEMENT FOR WORK AFTER 01/21/99

da	atabase = DAILY ARCHIVES  SITE INFORMATION	
	Hutch's Car Wash 17945 Hesperian Blvd StID: 730 Site#:7251? San Lorenzo CA 94580	
=	ARCHIVED DAILY - DEPREF STATEMENT as of 03/31/99	
1	INSPECTOR Act Date Initial Time \$ Rate CHARGE Time Charge Billing Date  ailies from Archives for this case  ALAMEDA COUNT ENVIRONMENTAL HEALTH - HAZARDOUS MATERIALS PROGRAM	
	DEPOSIT / REFUND ACCOUNT STATEMENT FOR WORK AFTER 01/21/99 as of 03/31/99	
da	Atabase = HAZMAT DAILIES	
-	SITE INFORMATION	
	Hutch's Car Wash * IF Site name from HazMat (central) DB  17945 Hesperian Blvd differs from DepRef's Site Na San Lorenzo CA 94580 PLEASE RECTIFY WITH LPE  StID: 730 Site#: 7251	
	<b>WORK LOG INFORMATION FROM DAILIES</b> ( after date01/21/99	) ====
	INSPECTORPROJECT TOTALS-   E Act Date Initial Time \$ Rate CHARGE Time Charge Bi	Error Code or Elling Date
	Proj#:7251a - Current Dailies	
1	1 11/12/98 SOS 0.10 100.00 \$10.00   0.10 \$10.00   Activity Code: 47-Removal/Installation Meetings Comment: discuss issues w/ RW	01/19/99
2	2 11/13/98 SOS 0.70 100.00 \$70.00   0.80 \$80.00   Activity Code: 45-Plan Review: Install/Mod/Rem; Mtgs Comment: review ASE UST closure sample plan; call to ASE	01/19/99
3	3 11/25/98 SOS 0.80 100.00 \$80.00   1.60 \$160.00   Activity Code: 45-Plan Review: Install/Mod/Rem;Mtgs Comment: review revisions to sampling plan; letter	01/19/99
4	4 12/01/98 SOS 0.20 100.00 \$20.00   1.80 \$180.00   Activity Code: 40~Removal Investigate / Follow-up Comment: call from D.Allen (ASE) re: status of drilling proje	01/19/99 ect
5	5 12/15/98 SOS 0.80 100.00 \$80.00   2.60 \$260.00   Activity Code: 40-Removal Investigate / Follow-up Comment: discuss w/ RW; review 12/11/98 ASE sampling report; to D.Allen (ASE); complete ULR	01/19/99 call

or

6 12/28/98 SOS 0.60 100.00 \$60.00 | 3.20 \$320.00 | 01/19/99

Activity Code: 45-Plan Review: Install/Mod/Rem;Mtgs Comment: review 12/22/98 ASE report; review UST closure application

7 01/21/99 RW 1.20 100.00 120.00 | 4.40 \$440.00 | 02/05/99

Activity Code: 42-Tank Removal

Comment: on-site to witness closure of three mvf usts. All three

usts hot water rinsed and vacuumed to remove rinsate.

Video camera used to view the interior surfaces.

Unremarkable closure. The usts to be filled w/ water for use in water recycling program for the existing carwash.

8 02/17/99 SOS 0.30 100.00 \$30.00 | 4.70 \$470.00 | 03/09/99

Activity Code: 40-Removal Investigate / Follow-up

Comment: review 2/8/99 ASE closure report

Running Total for proj: 7251a is 4.7 hours for \$470.00 page 1

9 03/31/99 505 0.5

4.7 has (3/31/99)
0.5 " admin
1.0 has total

StID: 730 Site#: 7251

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8	SUBTO:	FAL (	CURREN	r DAII	LIES, 1	PROJECT 7251	a	4.70	\$47	0.00	]
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Current I	IazMat	. Dai	ilies S	Stater	ment Co	omplete					
TOTAL COU	NTS:	#Cur	rent I	Dailie	es: 1	Both Archi	ved & 0	Current	: 1		
Listing of as of 03/3						TORY since 1 only Activit					
SITE NAME Hutch's Ca				l5 Hes	speria	n Blvd , San	Lorenz	zo CA 9	4580		
						COMMENTS				ilBDa	
Archived I			====	====	====		=====		== ==		=
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11/12/98 11/13/98						discuss iss review ASE plan; call	UST clo		sample		01/19/99 01/19/99
11/25/98	SOS	45	0.8	730	7251a	review revi	sions t	o samp	oling		01/19/99
12/01/98	SOS	40	0.2	730	7251a	call from D	Allen				01/19/99
12/15/98	SOS	40	0.8	730	7251a	status of d discuss w/ ASE samplin D.Allen (AS	RW; rev	riew 12 ct; cal	2/11/9 .l to	8	01/19/99

#### ALAMEDA COUNTY HAZARDOUS MATERIALS DIVISION DEPOSIT / REFUND ACCOUNT SHEET

printed12/28/98

5

REPORT: WrkShtA (Admin)

#### SITE INFORMATION

Hutch's Carwash 17945 Hesperian Blvd San Lorenzo

94580

Site Contact: Kirk Hutchison

Site Phone : 538-9274

Owner Contact:

Owner Phone :

StID: 730 Site#: 7251 PROJECT#: 7251A PROJECT TYPE: \*\*\* R INSP: Rob Weston ACCT. SHEET PG #:

#### PROPERTY OWNER INFORMATION

PAYOR INFORMATION

Aqua Science Engineering

208 W El Pintado

Danville

CA 94526

Payor Contact: David Prull Payor Phone : 800-820-8050

Date ======	Action Taken	Time In Out =====	-	<u> </u>	Balance
12/28/98	Rcpt# 787651 Deposit of \$1,320.00@	9\$100.Hour	+13.19 +13	3.191,320.00	1,320.00
12/28/98	Admin. Charge: 1 hour		1.00 12	.19 100.00 1	,220.00
4000000					
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<del></del>	UPON CC	MPLETION OF P	ROJECT —	State Forms	A.B.&.C
PROJ COM	PLETED BY :		ATTACH:	_ Billing Adj	
DATE OF	COMPLETION :	DATE S	ENT TO BILL	ING:	
TOTAL CO	ST OF PROJECT:	REFUND	AMOUNT: _		Rev. 7/96

<sup>\*</sup> Billing adjustment forms needed when site is in our UST program.

UNDERGROUND STORAGE TANK UNAUTHORIZED RELEASE (LEAK) / CONTAMINATION SITE REPORT								
	RGENCY HAS STATE OFFICE OF EMERGENCY SERVICES YES NO YES YES NO	THEREBY CERTIFY THAT	FOR LOCAL AGENCY USE ONLY THEREBY CERTIFY THAT I HAVE DISTRIBUTED THIS INFORMATION ACCORDING TO THE DISTRIBUTION SHOWN ON THE INSTRUCTION SHEET ON THE BACK PAGE OF THIS FORM.					
REPO	ORT DATE 730		SIGNED DATE					
/ <sub>M</sub>	M D D D Y SY							
		ione 510   <b>5</b> 67-6783	SIGNATURE					
) BY			Make					
REPORTED	REPRESENTING OWNER/OPERATOR REGIONAL BOAF OTHER	Alowedo C	Alowedo Co. Enu. Hoolth Dogt.					
뿐	ADDRESS Harbor Soy Pkwy	Alameda	CA st	94502 STATE ZIP				
VSIBLE TY	NAME. Kick Hoteliusen UNKNOW	CONTACT PERSON	EMT	PHONE ( )				
RESPONSIBLE PARTY	ADDRESS Hesperian 1.	Son Lorenz		94580				
z	FACILITY NAME (IF APPLICABLE) Hatchs Cor Work	OPERATOR KICK HU	· ·	PHONE ( )				
TE LOCATION	17945 Hasperian Bl.	Son Lorenz	- , ,	lounda 94580				
SITE	CROSS STREET	GITY		OUNTY 21P				
G	LOCAL AGENCY AGENCY NAME	CONTACT PERSON		PHONE				
ENTIN	Alounda Co. Env. Heith Day t	Seat	<b>52</b>	(5%)567.4.783				
IMPLEMENTING AGENCIES	REGIONAL BOARD	Clock A	balles	PHONE (5%) 622-2433				
ន្តីខ	(1) NAME			DUANTITY LOST (GALLONS)				
SUBSTANCES	(2)			UNKNOWN				
S				UNKNOWN				
"ABATEMENT		INVENTORY CONTROL  TANK REMOVAL	SUBSURFACE MONITORING OTHER	NUISANCE CONDITIONS				
BATE	DATE DISCHARGE BEGAN		P DISCHARGE (CHECK ALL THAT /	APPLY)				
	M M D D Y Y UNKNOWN	REMOVE CONTEN	NTS CLOSE TANK & REMOVE	REPAIR PIPING				
DISCOVER	HAS DISCHARGE BEEN STOPPED?	REPAIR TANK	CLOSE TANK & FILL IN P	LACE CHANGE PROCEDURE				
Sign	YES NO IF YES, DATE M M D D V	REPLACE TANK	TYOTHER - UNIV.					
93 74	SOURCE OF DISCHARGE CAUSE	<i>;</i>		- · · · · · · · · · · · · · · · · · · ·				
SOURCE/ CAUSE	TANK LEAK UNKNOWN	OVERFILL	RUPTURE/FAILURE	SPILL CONTRACT				
		CORROSION	UNKNOWN	J OTHER				
CASE	UNDETERMINED SOIL ONLY GROUNDWATER	R DRINKING WATER	- (CHECK ONLY IF WATER WELLS	HAVE ACTUALLY BEEN AFFECTED)				
$\vdash$	CHECK ONE ONLY	<del></del>						
ENT TUS	NO ACTION TAKEN PRELIMINARY SITE ASSESSM	MENT WORKPLAN SUBMITTED						
CURRENT	LEAK BEING CONFIRMED PRELIMINARY SITE ASSESSMENT UNDERWAY POST CLEANUP MONITORING IN PROGRESS REMEDIATION PLAN CASE CLOSED (CLEANUP COMPLETED OR UNNECESSARY) CLEANUP UNDERWAY							
<u> </u>	CHECK APPROPRIATE ACTION(S) (SEE BACK FOR DETAILS)  EXCAVATE & DISPOSE	(ED) REMOVE	FREE PRODUCT (FP)	ENHANCED BIO DEGRADATION (IT)				
NO NO	CAP SITE (CD) EXCAVATE & TREAT (	ET) PUMP&T	REAT GROUNDWATER (GT)	REPLACE SUPPLY (RS)				
REMEDIAL	CONTAINMENT BARRIER (CB)		NT AT HOOKUP (HU)	VENT SOIL (VS)				
	VACUUM EXTRACT (VE) OTHER (OT) 1/10							
ENTS	Release discovered during gre- 10. Tracks to be left in sites on	The same of the same	issers, and est	DST Complex.				
COMMENTS	Trucked to be left in eiter one consider the consideration of the contraction of the cont	A Paris To	o totalise process	C 172 Cl Howays				
1	1 (197 1/2) 3/60 - for 10 for 10 1/2 1/3 1/3 1/3 1/3 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2	· · · · · · · · · · · · · · · · · · ·	5 - 91 x 15 m x 15 x					

							i e
12/28/98	SOS	45	0.6	730	7251a	review 12/22/98 ASE report;	01/19/99
						review UST closure application	00/00/00
01/21/99	RW	42	1.2	730	7251a	on-site to witness closure of three mvf usts. All three usts hot water rinsed and vacuumed to remove rinsate. Video camera used to view the interior surfaces. Unremarkable closure. The usts to be filled w/ water for use in water recycling program for the existing carwash.	02/08/99
02/17/99	SOS	4.0	0.3	730	7251a	review 2/8/99 ASE closure report	03/23/99
InspDat						· · ·	DailBDat
	11150		111201	5015	DREIG	Comment	
03/31/99	SOS	40	0.5	730	7251	close account; begin transfer to LOP	

Complete

730

# USTS CLOSED

STATE OF CALIFORNIA

#### STATE WATER RESOURCES CONTROL BOARD

### UNDERGROUND STORAGE TANK PERMIT APPLICATION - FORM A

COMPLETE THIS FORM FOR EACH FACILITY/SITE

• • • • • • • • • • • • • • • • • • •					
MARK ONLY 1 NEW PERMIT 3 RENEWAL PERMIT ONE ITEM 2 INTERIM PERMIT 4 AMENDED PERMIT	5 CHANGE OF INFORMATION  6 TEMPORARY SITE CLOSURE	PERMANENTLY CLOSED SITE			
I. FACILITY/SITE INFORMATION & ADDRESS - (MUST BE COMPLE	ETED)				
DBAJOR FACILITY NAME HUTCH'S CARWASH ADDRESS 17945 HESPERIAN BLUD.	NAME OF OPERATOR  KIRK HUTCHISC  NEAREST CROSS STREET  BOCHMAN	PARCEL # (OPTIONAL)			
CITY NAME SAN LORENZO	STATE ZIP CODE CA 94580	SITE PHONE # WITH AREA CODE 510.538.9274			
BOX DRPORATION INDIVIDUAL PARTNERSHIP LC	OCAL-AGENCY COUNTY-AGENCY*	STATE-AGENCY* FEDERAL-AGENCY*			
TYPE OF BUSINESS 1 GAS STATION 2 DISTRIBUTOR 3 FARM 4 PROCESSOR 5 OTHER	PESERVATION OR TRUST LANDS 3	E.P.A. I.D.# (optional)			
EMERGENCY CONTACT PERSON (PRIMARY)	EMERGENCY CONTACT PERS	ON (SECONDARY) - optional			
DAYS: NAME (LAST, FIRST) PHONE # WITH AREA CODE HUTCH ISON, KIRK 510.538.9274(27)	DAYS: NAME (LAST, FIRST)	PHONE # WITH AREA CODE			
NIGHTS: NAME (LAST, FIRST)  PHONE # WITH AREA CODE  HUTCH/SON, KIRK  510, 538, 9274 (x 23)	NIGHTS: NAME (LAST, FIRST)	PHONE # WITH AREA CODE			
II. PROPERTY OWNER INFORMATION - (MUST BE COMPLETED)					
NAME	CARE OF ADDRESS INFORMATION				
BOHANNON DEVELOPMENT COMPANY MAILING OR STREET ADDRESS	✓ box to indicate	LOCAL-AGENCY STATE-AGENCY			
CO HICLSDALE MALL	STATE ZIP CODE	COUNTY-AGENCY FEDERAL-AGENCY PHONE # WITH AREA CODE			
SAN MATEO	CA 94403	650.345.8222			
III. TANK OWNER INFORMATION - (MUST BE COMPLETED)					
HUTCH'S CARWASH		ITCHISON			
MAILING OR STREET ADDRESS 1367 A' STEET	box to indicate INDIVIDUAL CORPORATION PARTNERSHIP	LOCAL-AGENCY STATE-AGENCY COUNTY-AGENCY FEDERAL-AGENCY			
HAYWARD	CA 24545	PHONE # WITH AREA CODE 510.538.9274			
IV. BOARD OF EQUALIZATION UST STORAGE FEE ACCOUNT NUMBER - Call (916) 322-9669 if questions arise.					
TY (TK) HO 4 4- 000791  TH MT  V. PETROLEUM UST FINANCIAL RESPONSIBILITY - (MUST BE COMPLETED) - IDENTIFY THE METHOD(S) USED					
box to indicate STATE FUND & CHIEF FINANCIAL OFFICER LETTER 9 STATE FUND & CERTIFICATE OF DEPOSIT 10 LOCAL GOVT, MECHANISM 89 OTHER					
VI. LEGAL NOTIFICATION AND BILLING ADDRESS Legal notification and billing will be sent to the tank owner unless box I or II is checked.					
CHECK ONE BOX INDICATING WHICH ABOVE ADDRESS SHOULD BE USED FOR LEGAL NOTIFICATIONS AND BILLING:					
THIS FORM HAS BEEN COMPLETED UNDER PENALTY OF PERJURY, AND TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT					
TANKOWNERS MARINE OR SIGNAPLIBETY WISON TANK OWNERS TITLE DATE MONTHODAYYEAR					
LOCAL AGENCY USE ONLY					
COUNTY # JURISDICTION	# FACI	221 20199			
LOCATION CODE - OPTIONAL CENSUS TRACT # - OPTIONAL	SUPVISOR - DISTRICT CODE - OPTIONAL				

#### STATE OF CALIFORNIA

#### STATE WATER RESOURCES CONTROL BOARD





#730 COMPLETE A SEPARATE FORM FOR EACH TANK SYSTEM.
MARK CNLY 1 NEW PERMIT 3 RENEWAL PERMIT 5 CHANGE OF INFORMATION 7 PERMANENTLY CLOSED ON SITE ONE ITEM 2 INTERIM PERMIT 4 AMENDED PERMIT 6 TEMPORARY TANK CLOSURE 8 TANK REMOVED
DBA OR FACILITY NAME WHERE TANK IS INSTALLED: HUTCH'S CHEWASH
I. TANK DESCRIPTION COMPLETE ALL ITEMS - SPECIFY IF UNKNOWN
A OWNER'S TANK I.D. # 003 B. MANUFACTURED BY: ACE TOUR
C. DATE INSTALLED (MO/DAY/YEAR) (Q & 7 D. TANK CAPACITY IN GALLONS: 10,000
II. TANK CONTENTS IF A-1 IS MARKED, COMPLETE ITEM C.
A MOTOR VEHICLE FUEL 4 OIL B. C. Ta REGULAR UNLEADED 3 DIESEL 6 AVIATION GAS  2 PETROLEUM 80 EMPTY 1 PRODUCT 10 MIDGRADE UNLEADED 5 JET FUEL 8 M85  3 CHEMICAL PRODUCT 95 UNKNOWN 2 WASTE 2 LEADED 99 OTHER (DESCRIBE IN ITEM D. BELOW)  D. IF (A.1) IS NOT MARKED. ENTER NAME OF SUBSTANCE STORED  C. A. S. #:
III. TANK CONSTRUCTION MARK ONE ITEM ONLY IN BOXES A, B, AND C, AND ALL THAT APPLIES IN BOX D AND E
A. TYPE OF 1 DOUBLE WALL 3 SINGLE WALL WITH EXTERIOR LINER 5 INTERNAL BLADDER SYSTEM 95 UNKNOWN 99 OTHER 99 OTHER
B. TANK
C. INTERIOR
D. EXTERIOR 1 POLYETHYLENE WRAP 2 COATING 3 VINYL WRAP 4 FIBERGLASS REINFORCED PLASTIC  CORROSION 95 CATHODIC PROTECTION 91 NONE 95 UNKNOWN 99 OTHER  SPILL CONTAINMENT INSTALLED (YEAR) OVERFILL PREVENTION EQUIPMENT INSTALLED (YEAR)
E. SPILL AND OVERFILL, etc. SPILL CONTAINMENT INSTALLED (YEAR) OVERFILL PREVENTION EQUIPMENT INSTALLED (YEAR) DO DISPENSER CONTAINMENT YES NO DISPENSE Y
IV. PIPING INFORMATION CIRCLE A IF ABOVE GROUND OR U IF UNDERGROUND, BOTH IF APPLICABLE
A SYSTEM TYPE A (U) 1 SUCTION A U 2 PRESSURE A U 3 GRAVITY A U 4 FLEXIBLE PIPING A U 99 OTHER  R CONSTRUCTION A U 1 SINGLE WALL A U 3 LINED TRENCH A U 95 UNKNOWN A U 99 OTHER
C: MATERIAL AND CORROSION A U 1 BARE STEEL A U 2 STAINLESS STEEL A U 3 POLYVINYL CHLORIDE (PVC) A U 4 FIBERGLASS PIPE CORROSION A U 5 ALUMINUM A U 6 CONCRETE A U 7 STEEL W COATING A U 8 100% METHANOL COMPATIBLE WIFRP PROTECTION A U 9 GALVANIZED STEEL A U 10 CATHODIC PROTECTION A U 95 UNKNOWN A U 99 OTHER  1 INSCHANGE UNE LEAK 1/1/2 LINE TIGHTNESS 1/2 3 CONTINUOUS INTERSTITUL  2 ALTERN DETECTIONS  1 INSCHANGE UNE LEAK 1/1/2 LINE TIGHTNESS 1/2 3 CONTINUOUS INTERSTITUL  3 AUTOMATIC PUMP 3 OTHER
D. LEAK DETECTION DETECTION TESTING MONITORING SHUTDOWN 99 OTHER
1 VISUAL CHECK
VI. TANK CLOSURE INFORMATION (PERMANENT CLOSURE IN-PLACE)
1. ESTIMATED CATE LAST USED (MC/DAY/YR)  2. ESTIMATED QUANTITY OF GALLONS  3. WAS TANK FILLED WITH VES NO GALLONS  1. ESTIMATED CATE LAST USED (MC/DAY/YR)  2. ESTIMATED QUANTITY OF GALLONS  3. WAS TANK FILLED WITH VES NO GALLONS
THIS FORM HAS BEEN COMPLETED UNDER PENALTY OF PERJURY, AND TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT TANK OWNER'S NAME (PRINTED & BOMATUSE)  LIRE HICKORY OF PERJURY, AND TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT  TANK OWNER'S NAME (PRINTED & BOMATUSE)  LIRE HICKORY OF PERJURY, AND TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT  TO AND THE PERSON OF THE PERSON OF THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT  TO AND THE PERSON OF THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT  TO AND THE PERSON OF THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT  TO AND THE PERSON OF THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT  TO AND THE PERSON OF THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT  TO AND THE PERSON OF THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT  TO AND THE PERSON OF THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT  TO AND THE PERSON OF THE BEST OF THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT  TO AND THE PERSON OF THE BEST OF THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT  TO AND THE BEST OF
LOCAL AGENCY USE ONLY THE STATE I.D. NUMBER IS COMPOSED OF THE FOUR NUMBERS BELOW
STATE I.D.# COUNTY # JURISDICTION # FACILITY # TANK #
PERMIT NUMBER PERMIT APPROVED BY/DATE PERMIT EXPIRATION DATE

STATE WATER RESOURCES CONTROL BOARD

UNDERGROUND STURAGE TANK PERMIT APPLICATION - FORM B
#730 COMPLETE A SEPARATE FORM FOR EACH TANK SYSTEM.
MARK ONLY 1 NEW PERMIT 3 RENEWAL PERMIT 5 CHANGE OF INFORMATION 7 PERMANENTLY CLOSED ON SITE ONE ITEM 2 INTERIM PERMIT 4 AMENDED PERMIT 6 TEMPORARY TANK CLOSURE 8 TANK REMOVED
DBA OR FACILITY NAME WHERE TANK IS INSTALLED: HUTCH'S CAR WASH
I. TANK DESCRIPTION COMPLETE ALL ITEMS - SPECIFY IF UNKNOWN
A. OWNER'S TANK I. D. # 00 B. MANUFACTURED BY: YE'K I'M'S WE'dING
C. DATE INSTALLED (MO/DAY/YEAR) 1961 D. TANK CAPACITY IN GALLONS: 5,000
II. TANK CONTENTS IF A-1 IS MARKED, COMPLETE ITEM C.
A I MOTOR VEHICLE FUEL 4 OIL B. C. 1a REGULAR UNLEADED 3 DIESEL 6 AVIATION GAS  1 PRODUCT 1 PROD
A. TYPE OF SYSTEM 2 SINGLE WALL 4 SINGLE WALL IN A VAULT 99 OTHER
B. TANK  1 BARE STEEL  2 STAINLESS STEEL  3 FIBERGLASS  4 STEEL CLAD W/FIBERGLASS REINFORCED PLASTIC  MATERIAL  5 CONCRETE  6 POLYVINYL CHLORIDE  7 ALUMINUM  8 100% METHANOL COMPATIBLE W/FRP  (Primery Tank)  9 BRONZE  10 GALVANIZED STEEL  95 UNKNOWN  99 OTHER
C. INTERIOR
D. EXTERIOR
E. SPILL AND OVERFILL, etc. SPILL CONTAINMENT INSTALLED (YEAR) OVERFILL PREVENTION EQUIPMENT INSTALLED (YEAR) DROP TUBE YES NO DISPENSER CONTAINMENT YES NO DISPE
IV. PIPING INFORMATION CIRCLE A IF ABOVE GROUND OR U IF UNDERGROUND, BOTH IF APPLICABLE
A. SYSTEM TYPE A U 1 SUCTION A U 2 PRESSURE A U 3 GRAVITY A U 4 FLEXIBLE PIPING A U 99 OTHER  B. CONSTRUCTION A U 1 SINGLE MALL A U 2 DOUBLE WALL A U 3 LINED TRENCH A U 95 UNKNOWN A U 99 OTHER
B. CONSTRUCTION A U 1 SINGLE WALL A U 2 DOUBLE WALL A U 3 LINED TRENCH A U 95 UNKNOWN A U 99 OTHER  C. MATERIAL AND A U 1 BARE STEEL A U 2 STAINLESS STEEL A U 3 POLYVINYL CHLORIDE (PVC) A U 4 FIBERGLASS PIPE  CORROSION A U 5 ALUMINUM A U 6 CONCRETE A U 7 STEEL W COATING A U 8 100% METHANOL COMPATIBLE W/FRP  PROTECTION A U 9 GALVANIZED STEEL A U 10 CATHODIC PROTECTION A U 95 UNKNOWN A U 99 OTHER
D. LEAK DETECTION 1 MECHANICAL LINE LEAK 2 LINE TIGHTHESS 3 CONTINUOUS INTERSTITUL 4 ELECTRONIC LINE 5 AUTOMATIC PUMP 99 OTHER 99 OTHER 99 OTHER
V. TANK LEAK DETECTION
1 VISUAL CHECK 2 MANUAL INVENTORY 3 VADOZE 4 AUTOMATIC TANK 5 GROUND WATER RECONCILIATION MONITORING GAUGING 5 GROUND WATER TESTING TE
VI. TANK CLOSURE INFORMATION (PERMANENT CLOSURE IN-PLACE)
1. ESTIMATED DATE LAST USED (MO/DAY/YR)  2. ESTIMATED QUANTITY OF
THIS FORM HAS BEEN COMPLETED UNDER PENALTY OF PERJURY, AND TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT  TANK OWNERS NAME  (PAINTED SONATURE)    R
LOCAL AGENCY USE ONLY THE STATE I.D. NUMBER IS COMPOSED OF THE FOUR NUMBERS BELOW
STATE I.D.# COUNTY # JURISDICTION # FACILITY # TANK #
PERMIT NUMBER PERMIT APPROVED BY/DATE PERMIT EXPRATION DATE

#### STATE OF CALIFORNIA

#### STATE WATER RESOURCES CONTROL BOARD





# 730 COMPLETE A SEPARATE FORM FOR EACH TANK SYSTEM.
MARK ONLY 1 NEW PERMIT 3 RENEWAL PERMIT 5 CHANGE OF INFORMATION 7 PERMANENTLY CLOSED ON SITE ONE ITEM 2 INTERIM PERMIT 4 AMENDED PERMIT 6 TEMPORARY TANK CLOSURE 8 TANK REMOVED
DBA OR FACILITY NAME WHERE TANK IS INSTALLED: HUTCH'S CARWASH
I. TANK DESCRIPTION COMPLETE ALL ITEMS - SPECIFY IF UNKNOWN
A OWNER'S TANK I.D. # 002  B. MANUFACTURED BY: Perkins Welding
C. DATE INSTALLED (MO/DAY/YEAR) 1961 D. TANK CAPACITY IN GALLONS: 5,000
II. TANK CONTENTS IF A-1 IS MARKED, COMPLETE ITEM C.
A 1 MOTOR VEHICLE FUEL 4 OIL B. C. 1a REGULAR UNLEADED 3 DIESEL 6 AVIATION GAS  1 PRODUCT 1b PREMIUM UNLEADED 4 GASAHOL 7 METHANOL  1 MIDGRADE UNLEADED 5 JET FUEL 8 M95  2 WASTE 2 LEADED 99 OTHER (DESCRIBE IN ITEM D. BELOW)
D. IF (A.1) IS NOT MARKED, ENTER NAME OF SUBSTANCE STORED C. A. S. #:
III. TANK CONSTRUCTION MARK ONE ITEM ONLY IN BOXES A, B, AND C, AND ALL THAT APPLIES IN BOX D AND E
A. TYPE OF 1 DOUBLE WALL 3 SINGLE WALL WITH EXTERIOR LINER 5 INTERNAL BLADDER SYSTEM 95 UNKNOWN SYSTEM 2 SINGLE WALL 4 SINGLE WALL IN A VAULT 99 OTHER
B. TANK  1 BARE STEEL  2 STAINLESS STEEL  3 FIBERGLASS  4 STEEL CLAD W FIBERGLASS REINFORCED PLASTIC  MATERIAL  5 CONCRETE  6 POLYVINYL CHLORIDE  7 ALUMINUM  8 100% METHANOL COMPATIBLE W/FRP  (Primary Tank)  9 BRONZE  10 GALVANIZED STEEL  95 UNKNOWN  99 OTHER
C. INTERIOR LINING OR LINING OR COATING IS LINING MATERIAL COMPATIBLE WITH 100% METHANOL?  1 RUBBER LINED 2 ALKYD LINING 3 EPOXY LINING 4 PHENOLIC LINING 5 GLASS LINING 5 GLASS LINING 1 S LINING MATERIAL COMPATIBLE WITH 100% METHANOL? 1 YES NO
D. EXTERIOR 1 POLYETHYLENE WRAP 2 COATING 3 VINYL WRAP 4 FIBERGLASS REINFORCED PLASTIC  CORROSION 5 CATHODIC PROTECTION 91 NONE 95 UNKNOWN 99 OTHER  SPILL CONTAINMENT INSTALLED (YEAR) OVERFILL PREVENTION EQUIPMENT INSTALLED (YEAR)
E. SPILL AND OVERFILL, etc. SPILL CONTAINMENT INSTALLED (YEAR) CVERFILL PREVENTION EQUIPMENT INSTALLED (YEAR) ONCY STRIKER PLATE YES NO DISPENSER CONTAINMENT YES NO NO DISPENSER CONTAINMENT YES NO NO CONTAINMENT YES NO NO CONTAINMENT YES NO
IV. PIPING INFORMATION CIRCLE A IF ABOVE GROUND OR U IF UNDERGROUND, BOTH IF APPLICABLE
A. SYSTEM TYPE A U 1 SUCTION A U 2 PRESSURE A U 3 GRAVITY A U 4 FLEXIBLE PIPING A U 99 OTHER  B. CONSTRUCTION A U 1 SINGLE WALL A U 2 DOUBLE WALL A U 3 LINED TRENCH A U 95 UNKNOWN A U 99 OTHER
B. CONSTRUCTION A U 1 SINGLE WALL A U 2 DOUBLE WALL A U 3 LINED TRENCH A U 95 UNKNOWN A U 99 OTHER  C. MATERIAL AND A U 1 BARE STEEL A U 2 STAINLESS STEEL A U 3 POLYVINYL CHLORIDE (PVC) A U 4 FIBERGLASS PIPE  CORROSION A U 5 ALUMINUM A U 8 CONCRETE A U 7 STEEL W COATING A U 8 100% METHANOL COMPATIBLE W/FRP  PROTECTION A U 9 GALVANIZED STEEL A U 10 CATHODIC PROTECTION A U 95 UNKNOWN A U 99 OTHER  D. LEAK DETECTION 1 REPORTED 1 MONITORING 1 SHUTDOWN 99 OTHER 1 SHU
V. TANK LEAK DETECTION
1 VISUAL CHECK 2 MANUAL INVENTORY RECONCILIATION 9 WEEKLY MANUAL 10 MONITORING 10 MONITORING 10 MONITORING 10 MONITORING 10 MONTHLY TANK 10 95 UNKNOWN 99 OTHER TANK GAUGING 10 MONTHLY TANK 10 95 UNKNOWN 99 OTHER
VI, TANK CLOSURE INFORMATION (PERMANENT CLOSURE IN-PLACE)
1. ESTIMATED DATE LAST USED (MO/DAY/YR)  2. ESTIMATED QUANTITY OF SUBSTANCE REMAINING GALLONS  3. WAS TANK FILLED WITH YES NO  INERT MATERIAL?  YES NO
THIS FORM HAS BEEN COMPLETED UNDER PENALTY OF PERJURY, AND TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT TANK OWNERS NAME PRIVILED SIGNATURE REPORTED SIGNATURE RE
LOCAL AGENCY USE ONLY THE STATE LD. NUMBER IS COMPOSED OF THE FOUR NUMBERS BELOW
STATE I.D.# COUNTY # JURISDICTION # FACILITY # TANK #
PERMIT NUMBER PERMIT APPROVED BY/DATE PERMIT EXPIRATION DATE

ALAME COUNTY HEALTH CARE SERVICES AGEN

ENVIRONMENTAL HEALTH SERVICES 1131 HARBOR BAY PARKWAY, RM 250 ALAMEDA, CA 94502-6577 PHONE # 510/567-6700

ACCEPTED

ACCEPTED

ACCEPTED

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FOR HOUSE SEQUENCES, CA. SECULAGO?

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Fay obserges of alterations of firese plant and specifications.

But Distance is appreciated Deposition to talkeration. I such operation meet the capturers are of Slave and Scalification.

Notice also Depositioned at least 12 hours prior to the following topulard inspections:

Issuance of a) parmit to operate, it) permanent sita electric, is dependent on compliance with accepted plans and all applicable laws and regulations.

Sampling Final Inspection

Removal of tent(s) and Piping

UNDERGROUND TANK CLOSURE PLAN

\* \* Complete plan according to attached instructions \* \*

1.	Name of Business HUTCH'S CARWASH
	Business Owner or Contact Person (PRINT) KIRK HUTCHISON
2.	Site Address 17945 HESPERIAN BOULEVARD
	City SAN LORENZO Zip 94580 Phone 510-538 9274
3.	Mailing Address 1367 A STREET
	City HAY WARD Zip 94545 Phone 510.538.9274
4.	Property Owner BOHANNON DEVELOPMENT COMPANY
	Business Name (if applicable)
	Address 60 HILLSOME MALL
	City, State SAN MATRO, CA Zip 94403
5.	Generator name under which tank will be manifested
	HUTCH'S CARWASH
	EPA ID# under which tank will be manifested C A

6.	Contractor ADA SCIENCE ENGINEER, INC.
	Address 208 WEST EL PINTADO RO.
	City DANVILLE Ct 94526 Phone 925-820-9391
	License Type <u>A - HAZ</u> ID# <u>487000</u>
7.	Consultant (if applicable) AQUA SCIENCE ENGINEERS
	Address 108 WEST EL PINTADO RO
	City, State DANVIUE CA 94526 Phone 925.820:9391
8.	Main Contact Person for Investigation (if applicable)
	Name ROBERT KITAY, R.G. Title SENIOR GEOLOGIST
	Company AQUA SCIENCE ENTINEERS
	Phone 925. 820.9391
9.	Number of underground tanks being closed with this plan
	Length of piping being removed under this plan Dispensars and Pipus leading to
	Total number of underground tanks at this facility (**confirmed with owner or operator) 3
10.	State Registered Hazardous Waste Transporters/Facilities (see instructions).
	** Underground storage tanks must be handled as hazardous waste **
	a) Product/Residual Sludge/Rinsate Transporter
	Name CLEARWATER ENV. MGMT. EPA I.D. No. CAR 00000 70 13
	Hauler License No. 3515 License Exp. Date 12/99
	Address P.O. Box 1420
	City FREMONT State CA 2ip 94537 - 7420
	b) Product/Residual Sludge/Rinsate Disposal Site
	Name ALVISO INDEPENDENT OIL FAULTY EPA ID# CALOOO 16/743
	Address 5002 APCHER STI
	City ALVISO State CA Zip 95002

Name <u>ROBERT KITAY</u> Company <u>AQUA SCIENCE ENGINEERS INC.</u> Address <u>208 WEST EL PINTADO PD</u> City <u>DANVIUE</u> State <u>CA</u> Zip <u>94526 Phone 925-820-93</u> 12. Laboratory 4EE ASE ASSESSMENT PEPORT DATED DECEMBER 22,1  Name <u>CHROMALAB</u> , INC.  Address <u>1220 QUARRY UNVE</u>
Address  City State Zip  d) Tank and Piping Disposal Site NA (CLOSURE-IN-PINCE)  Name EPA I.D. No.  Address  City State Zip  ASSESSMENT  11. Sample Collector SEE ASE PLANT DATED DECEMBER 22,199  Name BOBERT LITTY  Company AQUA SCIENCE ENGINEERS (NC.  Address LOS WEST EL PINTADO PD  City DANVIUR State CA Zip 94526 Phone 925820-93  12. Laboratory HE ASE ASSESSMENT PERO RT DATED DECEMBER 22,1  Name CHROMALAB , INC.  Address 1220 QUARRY LANE
City
d) Tank and Piping Disposal Site NA (CLOSURE-IN-PIACE)  Name
d) Tank and Piping Disposal Site NA (CLOSURE-IN-PIACE)  Name
Name
City State Zip  ASSESSMENT  11. Sample Collector SEE ASE REPORT DATED DECEMBER 22,199  Name ROBERT KITAY  Company AOUA SCIENCE ENGINEERS INC.  Address LOS WEST EL PINTATO PD  City MANVIUR State CA Zip 94526 Phone 925-820-93  12. Laboratory GEE ASE ASSESSMENT REPORT DATED DECEMBER 22,1  Name CHROMALAB, INC.  Address NOO QUARRY LAWE
Name ROBERT KITAY  Company AQUA SCIENCE ENGINEERS INC.  Address 208 WEST EL PINTADO PD  City DANVIUR State CA Zip 94526 Phone 925-820-93  12. Laboratory 4EE ASE ASSESSMENT PEPORT DITED DECEMBER 22,1  Name CHROMALAB, INC.  Address 1220 QUARRY WAVE
Name ROBERT KITAY  Company AQUA SCIENCE ENGINEERS INC.  Address 208 WEST EL PINTADO PD  City DANVIUR State CA Zip 94526 Phone 925-820-93  12. Laboratory 4EE ASE ASSESSMENT PEPORT DITED DECEMBER 22,1  Name CHROMALAB, INC.  Address 1220 QUARRY WAVE
Name ROBERT KITAY  Company AQUA SCIENCE ENGINEERS INC.  Address 208 WEST EL PINTADO PD  City DANVIUR State CA Zip 94526 Phone 925-820-93  12. Laboratory 4EE ASE ASSESSMENT PEPORT DITED DECEMBER 22,1  Name CHROMALAB, INC.  Address 1220 QUARRY WAVE
Address 108 WEST EL PINTADO PD  City DANVIUR State CA Zip 94526 Phone 925-820-93  12. Laboratory 4EE ASE ASSESSMENT REPORT DATED DECEMBER 22,1  Name CHROMALAB, INC.  Address 1220 AVARRY WAVE
City DANVIUR State CA Zip 94526 Phone 925-820-93  12. Laboratory GEE ASE ASSESSMENT REPORT DATED DECEMBER 22,1  Name CHROMALAB, INC.  Address 1220 RUKERY WIVE
Name CHROMALAB, INC.  Address 1220 AVERY WHE
Name CHROMALAB, INC.  Address 1220 QUARRY WAVE
Name CHROMALAB, INC.  Address 1220 QUARRY WAVE
Address 1220 QUARRY LANE
City BALLA TO.
City Pressanton State A Zip 94566,
State Certification No. 1094
13. Have tanks or pipes leaked in the past? Yes[] No[] Unknown
If yes, describe.
14. Describe methods to be used for rendering tank(s) inert:
N/A (CLOSUME -IN-PLACE) THEY WILL
HOWEVER BE PLUSED + EVACUATED.

Before tanks are pumped out and inerted, all associated piping must be flushed back into the tank(s). All accessible piping must then be removed. Inaccessible piping must be permanently plugged using grout.

The Bay Area Air Quality Management District, 415/771-6000, along with local Fire and Building Departments, must also be contacted for tank removal permits. Fire departments typically require the use of a combustible gas indicator to verify tank inertness. It is the contractor's responsibility to have a functional combustible gas indicator on-site to verify that the tank(s) is inerted.

#### 15. Tank History and Sampling Information \*\*\* (see instructions) \*\*\*

Tank  Use History Capacity include date last used (estimated)		Material to be sampled (tank contents, soil, groundwater)	Location and Depth of Samples
5000	gasoline (9/98)	SEE ASE	- several GeoProbe
5000		SEE ASE ASSESSMENT REPORT DATED 12/22/98	during 12/98
10,000	41	Ballier (2) A	) , , j
·			
	·		

One soil sample must be collected for every 20 linear feet of piping that is removed. A ground water sample must be collected if any ground water is present in the excavation.

Excavated/S	tockpiled Soil
Stockpiled Soil Volume (estimated)	Sampling Plan
NONE	N/A
CLOSUPE-IN-PLACE	

Stockpiled soil must be placed on bermed plastic and must be completely covered by plastic sheeting.

If unknown at this point in time, please be aware that excavated soil may not be returned to the excavation without <u>prior</u> approval from this office. This means that the contractor, consultant, or responsible party must communicate with the Specialist IN ADVANCE of backfilling activities.

16. Chemical methods and associated detection limits to be used for analyzing samples:

The Tri-Regional Board recommended minimum verification analyses and practical quantitation reporting limits should be followed. See attached Table 2.

rev. 11/01/96 ust closure plan 17. Submit Site Health and Safety Plan (See Instructions)

	<u> </u>	1	1
Contaminant Sought	EPA or Other Sample Preparation Method Number	EPA or Other Analysis Method Number	Method Detection Limit
SEE ASE ASSESSMENT			
SEE ASE ASSESSMENT REPORT DATTED 12/22/98			

- 18. Submit Worker's Compensation Certificate copy

  Name of Insurer SUPERIOR DATIONAL INSURAGE COMPANY
- 19. Submit Plot Plan \*\*\*(See Instructions) \*\*\*
- 20. Enclose Deposit (See Instructions)
- 21. Report all leaks or contamination to this office within 5 days of discovery.

  The written report shall be made on an Underground Storage Tank Unauthorized Leak/Contamination Site Report (ULR) form.
- 22. Submit a closure report to this office within 60 days of the tank removal. The report must contain all information listed in item 22 of the instructions.
- 23. Submit State (Underground Storage Tank Permit Application) Forms A and B (one-B form for each UST to be removed) (mark box 8 for "tank removed" in the upper right hand corner)

rev. 11/01/96 ust closure plan I declare that to the best of my knowledge and belief that the statements and information provided above are correct and true.

I understand that information, in addition to that provided above, may be needed in order to obtain approval from the Environmental Protection Division and that no work is to begin on this project until this plan is approved.

I understand that any changes in design, materials or equipment will void this plan if prior approval is not obtained.

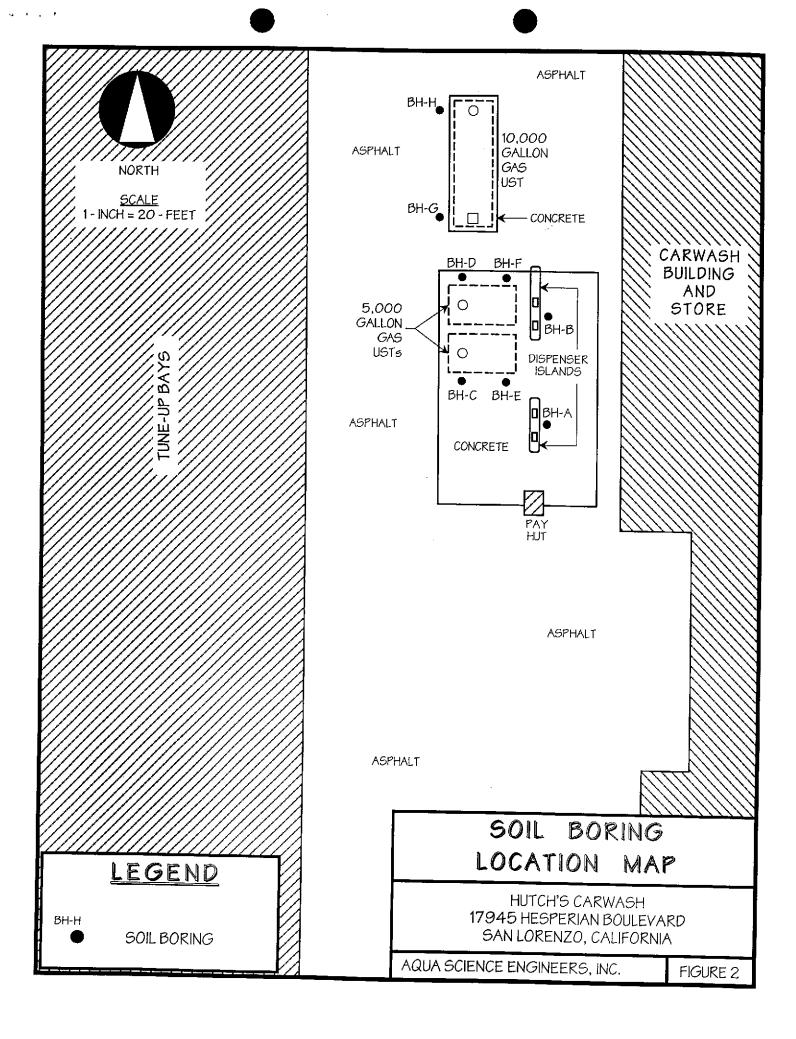
I understand that all work performed during this project will be done in compliance with all applicable OSHA (Occupational Safety and Health Administration) requirements concerning personnel health and safety. I understand that site and worker safety are solely the responsibility of the property owner or his agent and that this responsibility is not shared nor assumed by the County of Alameda.

Once I have received my stamped, accepted closure plan, I will contact the project Hazardous Materials Specialist at least three working days in advance of site work to schedule the required inspections.

#### CONTRACTOR INFORMATION

Name of Business ARVA SCIENCE ENGINEERS, INC.	
Name of Individual DAVID AUEN	
Signature Vanil alu Date 12/2/48	
PROPERTY OWNER OR (MOST RECENT TANK OPERATOR) (Circle one)	
Name of Business	
Name of Individual  Signature Date 12/23/48	

rev. 11/01/96 ust closure plan





# FAX BEING SENT BY:

Aqua Science Engineers, Inc. 208 W. El Pintado Road Danville, CA 94526 Phone (925) 820-9391 Fax (925) 837-4853

DATE: 12/21

TO: Scott Serry

FROM: Dave Allen

NUMBER OF PAGES TO FOLLOW: 2

*********Please Phone If This Fax Is Received Incomplete***********					
MESSAGE:	Info	400	169	veste	d,_
:		_ /			
 :			· .		
				<u> </u>	

FROM HUTCHS CAR WASH

T-552 P.02

FROM : JASE NORTH

PHONE NO. : 1 925 837 4853



Dec. 16 1998 05:38PM P2

519 337 9335

# Notification of Intent and Application for Permit to Temporarily Close Underground Storage Tanks

Site Name:	Hurch	S CAR WA	sit		•	·
Site Address: _	17945	HESPERIAN	BLUD.		····	e · · · · · · · · · · · · · · · · · · ·
Tank Owner:	KIRK	HUTCH INSON		W 4 10 10 10 10 10 10 10 10 10 10 10 10 10		
Contact Name:		mE	·	· .	· · · · · · · · · · · · · · · · · · ·	
Contact Phone;	(510)	538-9274	/ x	23		
Contact Mailing	Address:	1367 'A'	Street	Hayward	), CA 9	4541

As the owner and/or operator of this underground storage tank facility, I hereby request approval for the temporary closure of this underground tank facility as of December 22, 1998.

### I certify that:

1.

- 1. The tank(s) have been emptied of product.
- 2. All fills and access points have been sealed using locking caps.
- 3. Electrical power to all pumps has been disconnected.
- 4. The underground storage tank upgrades will be complete in accordance with all standards no later than June 30, 1999.
- 5. I will immediately schedule an appointment with your Agency for an inspection to confirm items 1-3 above.

Signature wash

Company

FROM : PLAMEDA CO EHS HAZ-OPS

510 337 933**5** 

1995,

4**9 #905 ≥.02/0**2

# Notification of Intent and Application for Permit to Temporarily Close Underground Storage Tanks

•		.5	
Site Name:	Hurch's	. (	CAR WASH
Site Address: _	17945	HE	SPERIAN BLUD.
Tank Owner:	KIRK 1	ture	TINSON I
Contact Name:	341	ME	
Contact Phone:	514	2 +	538-9274 ×23
Contact Mailing	Address: _	13¢	538- 9274 ×23 67 A'STILEET QUUMRD CA 94541
As the owner st	nd/or opera	tor of t	this underground storage tank facility, letemporary closure of this underground tank
I certify that:			
Electrical po     The undergraph with all stand	access point wer to all produced ound storag dards no lat istely sched	ts have umps h ge tank er than lule an	ve been sealed using locking caps.  has been disconnected.  nk upgrades will be complete in accordance an June 30, 1999.  In appointment with your Agency for an
			Signature
,			197
	1	* <del>*</del> *	Title
		<del></del>	Сотрапу

# Alameda County Environmental Health

1131 Harbor Bay Pkwy., #250 Alameda CA 94502-6577 Telephone (510) 567-6700 FAX (510) 337-9335

# FACSIMILE COVER SHEET

TO:	Dave Allen (ASE) 925/837.4853
FROM:	Scott Seen (ACDEH)
DATE:	12-16-98
Total number	er of pages including cover sheet
-NOTES-	Please have your dient complete
and 8	ign this form and return to me
	er Than 12/21/98. Thanks!
This!	cover your client's legal exposure
	feutial enforcement in the inferior
*	now and tank "closures."

# Notification of Intent and Application for Permit to Temporarily Close Underground Storage Tanks

Site Name: Hurch's CAR WASH					
Site Address: 17945 HESPERIAN BLUD.					
Tank Owner: KIRK HUTCHINSON					
Contact Name: ≤AME					
Contact Phone:					
Contact Mailing Address:					
As the owner and/or operator of this underground storage tank facility, I hereby request approval for the temporary closure of this underground tank facility as of December 22, 1998.					
I certify that:					
<ol> <li>The tank(s) have been emptied of product.</li> <li>All fills and access points have been sealed using locking caps.</li> <li>Electrical power to all pumps has been disconnected.</li> <li>The underground storage tank upgrades will be complete in accordance with all standards no later than June 30, 1999.</li> <li>I will immediately schedule an appointment with your Agency for an inspection to confirm items 1-3 above.</li> </ol>					
Signature					
Title					
Company					

11

1998, 12-16 4149 610 337 338 ALAMEDO 50 EHSTHA

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# Alameda County Environmental Health

1131 Harbor Bay Pkwy., #250 Alameda CA 94502-6577 Telephone (510) 567-6700 FAX (510) 337-9335

# FACSIMILE COVER SHEET

TO:	Dave Allen (ASE) 925/837.4853
FROM:	Scott Seery (ACAEH)
Į4.	
DATE:	12-16-98
<b>D21212</b>	
Total numi	er of pages including cover sheet
-NOTES-	Please have your client complete
and	sign this form and neturn to me
un lat	er Than 12/21/98. Thanks!
Thisil	cover your client's legal exposure

FROM : ALAMEDA CO EMS HAZ-OPS

Dec. 21 **199**8 10:06AM P2 14:47

#825 P.01/02

# Alameda County Environmental Health

1131 Harbor Bay Pkwy., #250 Alameda CA 94502-6577 Telephone (510) 567-6700 FAX (510) 337-9335

	FACSIMILE COVER SPEED
TO:	Dave Allen (ASE) 925/837.4853
FROM:	Scott Seen (ADEH)
DATE:	12-16-98
Total numi	per of pages including cover sheet

Please have your client complete Sign This form 40 later Than 12/21, entercement

fezdoc.doc/n.arroguin/5-11-98

	UNDERGROUND STORAGE TANK UNAUTHORIZED RELEASE (LEAK) / CONTAMINATION SITE REPORT						
	RGENCY HAS STATE OFFICE OF EMERGENCY SERVICES REPORT BEEN FILED? YES NO RT DATE CASE #	FOR LOCAL AGENCY USE ONLY HEREBY CERTIFY THAT I HAVE DISTRIBUTED THIS INFORM DISTRIBUTION SHOWN ON THE INSTRUCTION SHEET ON TH	MATION ACCORDING TO THE BE BACK-PAGE OF THIS FORM.				
	2, 1, 5, 9, 8, 730	SIGNED	DATE				
84	NAME OF INDIVIDUAL FILING REPORT  SOUTH SEERY (570)	567-6783 fam					
REPORTED	REPRESENTING OWNER/OPERATOR REGIONAL BOARD LOCAL AGENCY OTHER	Alameda Co. Elu. Healt	h Dept.				
HE.	ADDRESS 1131 Harbor Bay Pkwy Al	ameda CA	94502 STATE ZIP				
RESPONSIBLE PARTY	Kirk Hutchiuson unknown	CONTACT PERSON	PHONE ( )				
RESPO PA	ADDRESS 17945 Hesperian Bl. S	an Lorenzo Ci	4 94580 STATE ZIP				
NO	FACILITY NAME (IF APPLICABLE) Hatch's Car Wash	OPERATOR Kirk Hutchinson	PHONE (				
ITE LOCATION	17945 Hesperian Bl. S		flameda 94580 county zip				
S	CROSS STREET						
IMPLEMENTING AGENCIES	Alameda Co. Em. Health Dept	SCOTT SEERLY	PHONE (5/0)547-6783				
IMPLEM AGEN	S. F. Boy	Chuck Headles	PHONE (5/0)622-2433				
WCES.	(1) Gasoline NAME		QUANTITY LOST (GALLONS)  UNKNOWN				
SUBSTANCES	(2)	. /	UNKNOWN				
EMENT		ENTORY CONTROL SUBSURFACE MONITORING IK REMOVAL OTHER	NUISANCE CONDITIONS				
RY/ABATEMENT	DATE DISCHARGE BEGAN	METHOD USED TO STOP DISCHARGE (CHECK ALL THAT REMOVE CONTENTS CLOSE TANK & REMOVE	·				
DISCOVE	HAS DISCHARGE BEEN STOPPED?  YES NO IF YES, DATE M D D V	REPAIR TANK CLOSE TANK & FILL IN I	PLACE CHANGE PROCEDURE				
SOURCE/ CAUSE	CALIBERS	VERFILL RUPTURE/FAILURE	SPILL				
		ORROSION UNKNOWN	OTHER				
CASE	UNDETERMINED SOIL ONLY GROUNDWATER	DRINKING WATER - (CHECK ONLY IF WATER WELLS	HAVE ACTUALLY BEEN AFFECTED)				
CURRENT			RACTERIZATION MONITORING IN PROGRESS				
S CU	HEMEDIA (KON PLAN		RWAY				
REMEDIAL	CHECK APPROPRIATE ACTION(S)  (SEE BACK FOR DETAILS)  CAP SITE (CD)  EXCAVATE & TREAT (ET)	D) REMOVE FREE PRODUCT (FP)  PUMP & TREAT GROUNDWATER (GT)	ENHANCED BIO DEGRADATION (IT) REPLACE SUPPLY (RS)				
REM	CONTAINMENT BARRIER (CB) NO ACTION REQUIRED (No. VACUUM EXTRACT (VE) OTHER (OT) NOT L	yet determined	VENT SOIL (VS)				
ENTS	Release discovered during pre-UST Tanks to be left in situ and	closure assessment of	UST complex.				
COMMENTS	Tanks to be left in situ and car wash. Further characterizat	how to be required.	s may ton				
Щ.			HSC 05 (8/90)				

# ALAMEDA COUNTY **HEALTH CARE SERVICES**







November 24, 1998

ENVIRONMENTAL HEALTH SERVICES

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

**STID 730** 

Mr. Kirk Hutchison Hutch's Car Wash 17945 Hesperian Boulevard San Lorenzo, CA 94580

RE: Soil and Groundwater Assessment Plan for Underground Storage Tank Complex, 17945 Hesperian Boulevard, San Lorenzo

Dear Mr. Hutchison:

I have reviewed the November 12, 1998 Aqua Science Engineers Inc. (ASE) Soil and Groundwater Assessment work plan, as revised November 24, 1998, for the assessment of the underground storage tank (UST) complex at the subject site. This work will assist in determining if the USTs have suffered a release, and whether they may be appropriately reused for storing process water for the car wash.

The cited ASE work plan, as revised, is accepted

I understand fieldwork will begin on Tuesday, December 1, 1998. Please contact me at (510) 567-6783 should this schedule change.

Sincerely,

Scott/O. Seerly, CHMM

Hazardous Materials Specialist

Mee Ling Tung, Director, Environmental Health Robert Weston, ACDEH

Dave Allen, Aqua Science Engineers Inc., 208 W. El Pintado Rd., Danville, CA 94526

# ALAMEDA COUNTY HEALTH CARE SERVICES

**AGENCY** 



DAVID J. KEARS, Agency Director

July 15, 1998

Kirk Hutchison Owner Hutch's Car Wash 17945 Hesperian Blvd. San Lorenzo CA 94580 ENVIRONMENTAL HEALTH SERVICES
ENVIRONMENTAL PROTECTION
1131 Harbor Bay Parkway
Alameda, CA 94502-6577
(510) 567-6700
(510) 337-9432

# NOTICE OF STOPPAGE OF FUEL DELIVERIES

Our records show that your underground storage tank(s) have not been upgraded to meet the requirements of sections 25292(d) and (e) of the California Health and Safety Code.

Therefore, you are on the list of facilities scheduled to no longer receive fuel after January 1, 1999.

After that date it will be **illegal** for your distributor to provide you with petroleum and if they do, they (and you) **will be prosecuted**.

In order to receive fuel next year, you **must** have a current valid permit **and** a certificate that verifies that your underground storage tanks have been upgraded by December 22, 1998.

Keep in mind that hundreds of tank systems throughout the Bay Area must be brought into compliance by that date. There is already a high demand for qualified tank contractors and tank upgrade equipment as this deadline approaches. Therefore in order to be able to hire a contractor, and get the work done in time, you must act immediately.

If you have any questions, call me at (510)567-6781.

Sincerely.

Robert Weston

# Z 115 363 764

US Postal Service	•						
Receipt for Ce	rtified Mail						
No Insurance Coverage Provided							
Do not use for Internation	onal Mail (See reverse)						
Sent to	77)						
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# 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

Certified Mailer #: Z 773 036 490

December 8, 1997

Kirk Hutchison, Manager Hutch's Car Wash 17945 Hesperian Blvd. San Lorenzo CA 94580

RE: Underground Storage Tank (UST) Upgrade and Certification Requirements for Hutch's Car Wash, 17945 Hesperian Blvd., San Lorenzo CA 94580

Dear Mr. Hutchison:

As you are probably aware, single-wall steel USTs like the ones at the above location, must be upgraded or removed by December 22, 1998. In addition, legislation was recently signed into law which prohibits fuel deliveries to your tanks after January 1, 1999 unless your system is in full compliance and operating under a permit from this Office. Currently the tanks at the car wash will not meet the certification criteria.

I have recently completed a review of your UST file to determine the readiness of your UST system for certification. In order to meet the December 1998 deadline and to avoid any interruption in your fuel deliveries starting January 1, 1999, you are required to take the following actions by January 8, 1998:

• Complete and return the enclosed questionnaire indicating which compliance option you will implement for your single-wall steel UST containing motor vehicle fuel. That option must be completed by December 22, 1998.

Depending upon the compliance option you choose for the motor vehicle fuel tanks, you will be expected to submit plans for UST upgrade, removal or replacement as soon as possible, but not later than July 1, 1998. Keep in mind that hundreds of tank systems through out the Bay Area must be brought into compliance by December 22, 1998. There will be high demand for reputable tank contractors and tank upgrade equipment as these important dates approach. In order to line up a contractor and obtain plan review by this Office, you must act in a timely manner.

Hutch's Car Wash 17945 Hesperian Blvd. San Lorenzo CA 94580 page 2 of 2

Once I receive the paperwork indicating your selection, I will send you the permit application needed for your option and update your file accordingly. You may contact me at (510) 567-6876 with any questions about this matter.

Siperely,

Amir Gholami

Hazardous Materials Specialist

enclosure

c: Ariu Levi, ACDEH

AG:rw

© 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 card to you.  Attach this form to the front of the mailpiece, or on the back if space do permit.  Write "Return Receipt Requested" on the mailpiece below the article nu.  The Return Receipt will show to whom the article was delivered and the delivered.		
tc C es		
or A		
me)		

DAVID J. KEARS, Agency Director



file

RAFAT A. SHAHID, DIRECTOR

DEPARTMENT OF ENVIRONMENTAL HEALTH

January 19, 1996

1131 Harbor Bay Parkway

Alameda, CA 94502-6577 (510) 567-6777

STID 730

Kirk Hutchison, Owner Hutch's Car Wash 17945 Hesperian Blvd. San Lorenzo, CA 94580

Subject:

Receipt of copy of SIR contract.

AGENCY

Dear Mr. Hutchison:

I received the copy of the SIR contract from you today. It looks fine. Please keep this office informed of how you intend to meet the upgrade requirements before December 22, 1998.

## **REQUIRED UPGRADES**

TO BE COMPLETED NO LATER THAN DECEMBER 22, 1998 (CCR, Title 23, Article 6)

(Applies to all three underground tanks.)
(2-5000 gallon tanks and 1-10,000 gallon tank)

A- Install an overfill prevention system on each tank. [CCR, Title 23, sec. 2665]

- B- Install a 15 gallon spill containment around the fill pipe on each tank. [CCR, Title 23, sec. 2665]
- C- Install a striker plate under all openings that could be used for manual dipsticking. [CCR, Title 23, sec. 2662(d)]
- D- Examine the lining of the tanks according to the requirements of section 2663(h) of Title 23. This must be done by December 22, 1998.

E- Provide documentation about the lining process as required by CCR, Title 23, sec. 2663.

F- Install Cathodic protection for the tanks according to the requirements of section 2635(a)(2)(A) of Title 23.

G- Upgrade the single wall steel piping either by:
-removing and providing secondary containment, or
-installing cathodic protection. [CCR, Title 23, sec. 2666(b)]

Note: For low interest loans for tank removal or upgrades call Jim La Tanner at (916) 327-3104 with the California Trade and Commerce Agency.

If you have any questions please contact me at (510) 567-6734. Any modifications or removals of tanks or piping require prior approval by this office.

Sincerely,

Don Atkinson-Adams

Hazardous Materials Specialist

cc: Bill Raynolds, East Area Manager

Robert Weston, Senior Hazardous Materials Specialist

ust\hutch.sir

T-443	P. 0	1
4.6		457

F.	Date:	JAN 1 8 1996
	To:	Don attenson - adams
A	Firm:	County Hearth Services
X	Fax #:	50/337-9335
	Phone #:	
HUTCH'S CAR WASH 1367 A STREET HAYWARD, CA 94541 510/538-9274 Phone	From:	Ju Jekson
510/538-2265 Fax	Subject:	512 Service
San Loven 20	Pages:	6
Note:	J	
		'.

### Shields, Harper & Co.

5107 BROADWAY • OAKLAND, CALIFORNIA 94611 • FAX (510) 658-8448 • (510) 653-9119

Dear SIR User,

Thank you for your order for SIR service. As a user of the EmitaQuest SIR method, we believe you have chosen the *Premier Service* of those approved for use in California.

Enclosed is the information on how to use the service. If you have questions that are not answered, please give me a call.

If your check for annual service was not included with your signed contract, a bill will also be included. Your remittance must be received before we can set up your files in our Database.

Again, thank you for your order. Please let me know of any ways we can serve you better.

Jim Carlmill

#### CALL TOLL-FREE 1-800-772-2300

### **DOCUMENTS ENCLOSED**

M A signed copy of the service agreement for your files. In California, your local Regulator may wish to see this, to be sure you are using the service. Invoice. If payment has not yet been received, you will find an invoice attached. We must receive payment before we can set up your files.  $\omega_{rol}$ UST Profile form. You must fill out a profile for each tank. Be sure to use the physical (Street) address, not a P.O. Box. If you have more than four tanks, make a copy of the form for the additional tanks.  $\boxtimes$ Data Input Template. Enter your tank data on this form Monthly and return to the processing center by the fifth of the following month. Make copies of the original for your use. If you are submitting data on disk, you will also receive a template on disk for use with Excel 4.0 or 5.0. Ø Tank charts. I/8" tank charts can be created for your tank. To order tank charts, the Profile

for each tank must be received.

# BY EnviroQuest/ shields, harper & co.

### SERVICE AGREEMENT

This Agreement dated this 13 day of December 1995, by and between EnviroQuest Technologies, Ltd. A Missouri corporation, hereinafter EnviroOuest, and

Client Name: HUTCH'S CAR WASH Site Name HUTCH'S CAR WASH Site Address: 17945 Hesperian Bl. City: San Lorenzo State: CA ZIP: 94580 Billing Adrs: 1367 A' Street City: Hayward State: CA ZIP: 94541 (If Different) Main Phone: 510 538 9274 Site Phone: 510 278-1010 FAX: 510 538 2265, hereinafter Client, together. the Parties.

#### WITNESSETH:

WHEREAS, EnviroQuest has developed a computer software program for use as a method of Underground Storage Tank Monthly monitoring (leak detection) and Integrity Analysis (tightness testing) utilizing the Statistical Inventory Reconciliation (SIR) method of inventory analysis, as permitted by the USEPA, State and Regional regulatory agencies; and

WHEREAS, EnviroQuest Technologies' Statistical Inventory Reconcillation method has received Third Party Certification using the USEPA's "Standard Test Methods for Evaluation of Leak Detection Methods: Statistical Inventory Reconciliation Methods", EPA/530/UST-90/007, June 1990: and WHEREAS, the client wishes to use EnviroQuest's Statistical Inventory Reconciliation Analysis System, hereinafter \$10AS, subject to the terms and conditions outlined herein.

### NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Client agrees to provide EnviroQuest, its heirs, successors or assigns facility, tank and inventory data in field and file formats acceptable to EnviroQuest for the purpose of assisting the client to maintain compliance with Federal, State and local leak detection requirements for underground tanks and associated lines. Said inventory data shall be of sufficient quantity (No. Of days) and quality (accuracy) for EnviroQuest to perform the requested analysis. Should EnviroQuest or its agents be unable to perform the requested data analysis due to poor data quality, or due to other circumstances beyond EnviroQuest's control, the fees due EnviroQuest under this Agreement shall have been earned and the client agrees to hold EnviroQuest and its agents harmless from any claims of liability whatsoever.
- 2. Client agrees that, without prior arrangements, all fees for services must accompany this agreement. Failure to enclose the proper amount may result in delay of inventory data analysis or return of application to client. Client agrees to pay EnviroQuest, its heirs, successors or assigns the following fees for SIRAS inventory data analysis:

SERVICE	NUMBER OF		ANNUAL RATE		TOTAL
A MONTHLY MONITORING - 12 MONTHS DATA ON = DISK (1) HARD COPY (1)	3	x	296.00	=	888.00
B INITIAL SETUP CHARGE	3	×	\$26,00	=	78.00
C 1/8' INCREMENT TANK CHARTS (STATE REQUIREMENT)	2	x	\$13,00	=	26.00
	TOTAL AMOUN	TDUE	WITH THIS CONTR	ACT	\$ 99200

NOTE - Tanks Greater Than 18,000 Gallons Are Excluded by California Regulations from Using Automatic Tank Gauges or Sir to Comply with the Regulations. See LG-123 from State Water Resources Board for Sir Guidelines and Regulations.

ENVIROQUEST TECHNOLOGIES LTD. - 903 LYDIA - KANSAS CITY, MO. 64105 HIELDS, HARPER & CO., INC. - 5107 BROADWAY - OAKLAND, CA. 94611 - PHONE =1-510-653-9119 - FAX=1-510-658-8448

Page 2

- EnviroQuest and the agents of EnviroQuest agree not to violate the confidentiality of the client through the release of a discussion of
  contractual agreements, analysis results, processing procedures and any information considered proprietary by the client. In the event that
  EnviroQuest or its agents are required to disclose such information pursuant to a court order, then this provision shall be waived by the client.
- Client recognizes that SIDAS relies on statistical analysis of data provided by client which may not be capable of producing a conclusive analysis. Results only indicate possibilities or trends. EnviroQuest Technologies or its agents are not responsible or liable for analyses which, while statistically accurate, do not identify leaks or other failures. In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or otherwise, shall EnviroQuest or its agents be liable for any special, consequential, incidental or penal damages, including, but not limited to, loss of profit or revenues, loss of use or cost of repair of UST's or any associated equipment, cost of substitute or replacement services, cost of repair or damages caused by undetected leaks or damages to the environment, down time costs or claims of client or anyone claiming through client for any such damages; nor shall EnviroQuest Technologies' or its agents' total liability to client for any and all loss or damage arising out of or resulting from this agreement or from its performance or breach, or from the services of furnished hereunder, exceed the price of the service provided during one year's term of this agreement with respect to a specific UST which gives rise to the claim. Any such liability shall terminate upon the expiration of this agreement.
- 5. The client agrees that if EnviroQuest Technologies or its agents, provide client with recommendations, advice or other assistance which concerns any service supplied hereunder, the furnishing of such recommendations, advice or assistance will not subject EnviroQuest Technologies or its agents to any liability, whether in contract, warranty, tort (including negligence and strict liability) or otherwise.
- 6. Client shall hold harmless EnviroQuest Technologies and its agents, from, and indemnify against, any and all actions, causes, losses, penalties and fines related to or arising out of client's ownership, installation and operations of its UST's except to the extent directly related to EnviroQuest Technologies' or its agents' gross negligence or willful misconduct. ENVIROQUEST TECHNOLOGIES AND ITS AGENTS DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.
- 7. This contract shall be binding upon the parties and their respective successors and assigns. This agreement may not be assigned by client without the written consent of EnviroQuest Technologies. EnviroQuest Technologies may assign all or part of its rights, obligations and duties herein to a third party.
- 8. This Agreement shall be effective as of the day and year above written and shall automatically renew for successive twelve month periods unless notice is given, in writing, by either party 60 days in advance of said renewal date. Any notice hereunder shall be sufficient if sent by certified mail, return receipt requested, addressed to the client at its primary place of business, and to Shields. Harper & Co., Inc., 5107 Broadway, Oakland, CA. 94611.
- 9. This Agreement shall be interpreted in accordance with the laws of the State of Missouri. In the event EnviroQuest Technologies or its agents and client have a dispute under this Agreement, they may attempt to resolve the dispute in good faith through negotiation, mediation, or similar alternative dispute resolution techniques. If such good faith attempt to resolve the dispute is unsuccessful, the dispute shall be submitted to arbitration rules of the American Arbitration Association. The decision of the arbitrators shall be final and binding upon the parties hereto, and the judgment thereon may be entered in any court having jurisdiction.
- 10. In the event either party commences a legal proceeding, including arbitration, to enforce any of the provisions set forth in this agreement, the unsuccessful party shall pay the prevailing party's reasonable attorney's fees, costs and expenses relating to such action.
- 11. Should any part of this agreement become or be held to be invalid, the remaining portions shall remain in full force and effect.
- 12. Any payment received more than 15 days after the due date are subject to a late charge of 10%. Should client be more than 30 days late in paying fees, EnviroQuest Technologies or its agents may discontinue the monthly monitoring service until all arrearage have been paid, or may, at EnviroQuest Technologies' option, terminate this agreement.
- 13. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any modification of this agreement must be in writing, signed by both parties and attached hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as the day and year first above written.

EnviroQuest Technologies, Ltd. Or Shields, Harper & C	a., Inc. (Agent for EnviroQuest Technologies, Ltd.)
ZLIENT:	By: James O Cretwill
Title: Owner	Tide: Sales Supposer + SIR
Company: Hurch's CAR WASH	

FROM HUTCHS CAR WASH

T-443 P.05

Hutch's Car Wash

DESCRIPTION

**AMOUNT** 

DEDUCTION

NET AMOUNT

1-01-96 SERVICE: CONTRACT/ENVIROQUEST

992.00

992.00

CONTROL NUMBER

TOTALS

992.00

0.00

592,00

Hutch's Car Wash

HAYWARD, CA 94541

BANK OF AMERICA HAYWARD MAIN OFFICE 0014 HAYWARD, CA 94543 11-35-1210

PAY

CONTROL NO. 037297 治\*\*\*\*992.00

AMOUNT

TO THE ORDER OF Nine hundred ninety two and 00/100 Dollars

SHIELDS HARPER CO.

NOT NEGOTIABLE

# \* IMPORTANT \*

# \*\*\* KEEP THIS FORM ON SITE \*\*\*

This copy of the Independent Third Party Certification should be kept at your site where the tanks are located. Per EPA regulation: Section 280.45A. You are required to provide this to EPA, State and/or Local Enforcement Officials upon demand.

# EnviroQuest/Shields, Harper & Co.

#### Benufts of U.S. SPA Standard Evaluation Statistical Inventory Reconciliation Method

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	D. T.	<del>/</del>	475 Worker Bood, Kanners City, MG 84110	

Sir Mermod SHRAS Software System

#### INSPECTOR'S DAILY ACTIVITY REPORT

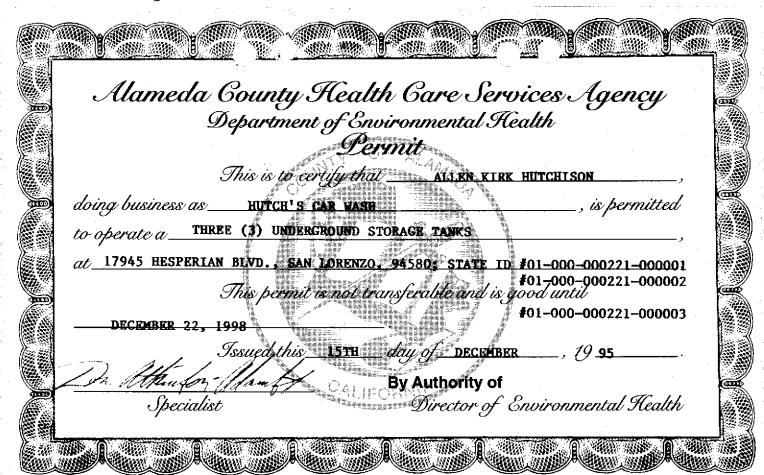
12/11/95 pg 1

Init InspDate /Ass	Site Insp oc ID# Hours	Storm Activ. Viol?	Company - Name / Zip
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for him wit	h Deborah.	_	

Running Hours:

from

entries



Linda Shell 15595 Washington, San Lorenzo 94580 May 19, 1995 STID 1360

Universal City, CA 91608-1006

Jessen and Agnes Calleri 1901 Cliffland Avenue Oakland, CA 94605

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Before December 23, 1998 the tank systems at 15595 Washington, San Lorenzo must be upgraded to meet the requirements of section 2665 and section 2666 of Title 23 of the California Code of Regulations.

§2665. Spill and Overfill Prevention Equipment Upgrade Requirements.

By December 22, 1998, all underground storage tank systems shall be retrofitted with an overfill prevention system and a spill container which meet the requirements of section 2635(b). The local agency may waive the requirements for overfill prevention equipment if the conditions specified in section 2635(b)(3) are met.

§2666. Requirements for Upgrading Underground Piping.

- (a) By December 22, 1998, all underground piping containing hazardous substances other than motor vehicle fuel shall be retrofitted with secondary containment meeting the requirements of section 2636.
- (b) By December 22, 1998, all underground piping containing motor vehicle fuel and connected to an existing tank shall be retrofitted with secondary containment unless the owner or operator demonstrates to the local agency that the piping is constructed of fiberglass reinforced plastic, cathodically protected steel, or other materials compatible with stored products and resistant to corrosion. The secondary containment system shall meet the construction, installation, and monitoring requirements of section 2636.
- (c) By December 22, 1998, all automatic line leak detectors for underground pressurized piping which is not secondarily contained shall be capable of shutting off the pump when a release occurs. In addition, the pumping system shall shut down automatically if the automatic line leak detector fails or is disconnected. In lieu of the above, for underground storage tank emergency generator systems, the leak detector must be connected to an audible and visible alarm to indicate a release malfunction of the system.
- (d) All underground piping and secondary containment shall be tested for tightness after installation in accordance with section 2636(e).

### **ALAMEDA COUNTY HEALTH CARE SERVICES** AGENCY

RAFAT A. SHAHID, Director

December 11, 1995

DAVID J. KEARS, Agency Director

STID 730

Kirk Hutchison, Owner Hutch's Car Wash 17945 Hesperian Blvd. San Lorenzo, CA 94580 DEPARTMENT OF ENVIRONMENTAL HEALTH **Environmental Protection Division** 1131 Harbor Bay Parkway, #250 Alameda, CA 94502-6577 (510) 567-6700

Subject:

-Issuance of the Five Year Operating Permit for three Underground

Storage Tanks at Hutch's Car Wash, 17945 Hesperian Boulevard, San

Lorenzo, CA 94580..

-List of conditions for the Five Year Operating Permit.

-List of upgrade requirements to be completed by December 22, 1998.

Dear Mr. Hutchison:

Enclosed is the Five Year Operating Permit for the three underground storage tanks at the above site. The permit is issued to Allen Kirk Hutchison and is good until December 22, 1998. The three permitted tank systems are: single wall, steel tanks (tar wrapped according to you) with lining installed in 1989 by Gold Coast technologies. The suction piping is single wall, wrapped steel with no known corrosion protection other than the wrapping. Monitoring is by daily stick readings which will be examined by Statistical Inventory Reconciliation. The list of conditions which must be followed in order to maintain your permit to operate the underground storage tank systems (UST) at the subject site are as follows.

### **FIVE YEAR PERMIT CONDITIONS**

Conformance with all the applicable requirements of Chapter 6.7 and 6.75 of the California Health and Safety Code (H&SC) and with the California Code of Regulations (CCR) Title 23 is required of all tank owners and operators. Specific compliance with the following conditions is a requirement of the five year permit to operate:

[H&SC, sec. 25299] [CCR, sec. 2712(h)]

#### 1- Tank Monitoring- [H&SC, sec. 25292]

- A) Manual stick readings of fuel and water are to be taken daily. Maintain written records of this monitoring for at least three years. [CCR, Title 23, sec. 2712(b), and 2646(c)(1)]
- B) Statistical Inventory Reconciliation is to be done on the readings because ground water is within 20 feet of the bottom of the tank. Maintain written records of the SIR analysis for at least three years. [CCR, Title 23, sec. 2646(b)]
- -Provide a copy of the contract with the SIR provider by December 22, 1995.
- -PROVIDE COPIES OF SIR RESULTS MONTHLY FOR ONE YEAR until December 1996.
- C) A tightness test is required once every two years. (See CCR, Title 23, sec. 2646.1 for situations prompting additional tightness testing.)
- D) Submit an annual written statement to this office of the results of the SIR for the tanks. [CCR, Title 23, sec. 2646.1(j)]
- 2- Suction Piping Monitoring-
  - A) Monitor the suction piping daily in accordance with Title 23, Appendix II. Maintain written records of this monitoring for at least three years. [CCR, Title 23, sec. 2643(d)]
  - B) A tightness test of the suction piping is required no less often than once every three years. [CCR, Title 23, sec. 2643(d)]
- 3- Maintain written records of all maintenance performed on the tank systems. [CCR, Title 23, sec. 2712(b)]

- 4- Notify this office two days in advance of any tightness testing and send a copy of the test results to this office within thirty days of the test. [CCR, Title 23, sec. 2643(g)]
- 5- Report any unauthorized spills and releases to this office within 24 hours. Provide written reports of spills and releases within 5 working days. [CCR, Title 23, Article 5]
- 6- Complete employee training at least annually and maintain written documentation of the training.
- 7- Report changes in facility staff and/or monitoring equipment on Forms A & B within 30 days. [CCR, Title 23, sec. 2711(b)]
- 8- Fees related to the operation of the tanks are to be paid in a timely manner to this Department.
- 9- Keep a copy of the five year operating permit at the site.
- Maintain financial responsibility certification with this Department and have copies of the documentation at the site. [H&SC, sec. 25292.2] [CCR, Title 23, sec. 2711(a)(11)]
- 11- Maintain a current copy of the Consolidated Tank Management Plan on site and give an amended copy of the plan to this office whenever there is a change. [CCR, Title 23, sec. 2711(a)(9)]
- 12- All records of monitoring and maintenance shall be made available, upon request within 36 hours, to this office or to the State Water Board. [CCR, Title 23, sec. 2712(b)]

#### REQUIRED UPGRADES

# TO BE COMPLETED NO LATER THAN DECEMBER 22, 1998 (CCR, Title 23, Article 6)

(Applies to all three underground tanks.)
(2-5000 gallon tanks and 1-10,000 gallon tank)

- A- Install an overfill prevention system on each tank. [CCR, Title 23, sec. 2665]
- B- Install a 15 gallon spill containment around the fill pipe on each tank. [CCR, Title 23, sec. 2665]
- C- Install a striker plate under all openings that could be used for manual dipsticking. [CCR, Title 23, sec. 2662(d)]
- D- Examine the lining of the tanks according to the requirements of section 2663(h) of Title 23. This must be done by December 22, 1998.
- E- Provide documentation about the lining process as required by CCR, Title 23, sec. 2663.
- F- Install Cathodic protection for the tanks according to the requirements of section 2635(a)(2)(A) of Title 23.
- G- Upgrade the single wall steel piping either by:
  - -removing and providing secondary containment, or
  - -installing cathodic protection. [CCR, Title 23, sec. 2666(b)]

Note: For low interest loans for tank removal or upgrades call Jim La Tanner at (916) 327-3104 with the California Trade and Commerce Agency.

If you have any questions please contact me at (510) 567-6734. Any modifications or removals of tanks or piping require prior approval by this office.

Sincerely,

Don Atkinson-Adams

Hazardous Materials Specialist

cc: Bill Raynolds, East Area Manager

Robert Weston, Senior Hazardous Materials Specialist

#### enclosures:

- 1. Five Year Operating Permit
- 2. Copy of selected sections of CCR, Title 23

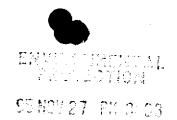
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Alameda	County Health Co	ane Senvices Age	ncy
	Department of Environme	mal Health	
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HAZARDOU SATERIL		County Health	n Officer

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# Hutch's Car Wash



**Hutch's Custom Detail** 

Hutch's Quik Lube

November 22, 1995

Don Atkinson-Adams
Alameda County Health Care Services
Department of Environmental Health
1131 Harbor Bay Parkway
Alameda, CA 94502-6577

Dear Mr. Atkinson-Adams:

Please find enclosed completed items for our Five Year Operating Permit for three underground storage tanks at Hutch's Car Wash, 17945 Hesperian Blvd., San Lorenzo, CA 94580. All items listed in your letter of 9/15/95 have been addressed except for Page 8. Our SIR provider is tentatively Shields Harper, and as soon as the contract is finalized, we will provide the next three months results for SIR.

Sincerely,

Jill Jackson Office Manager

Enclosures

1367 A Street Hayward, California 94541 Phone: (510) 538-9274

Fax: (510) 538-2265

Since 1955

## Hutch's Car Wash

**Hutch's Custom Detail** 

Hutch's Quik Lube

November 22, 1995

ALAMEDA COUNTY HEALTH CARE SERVICES Department of Environmental Health 1131 Harbor Bay Parkway Alameda, CA 94502-6577

Re: UST, 17945 Hesperian Blvd., San Lorenzo, CA

Dear Dept. of Environmental Health:

This letter is written to verify under penalty of perjury, that all monthly inventory reconciliation reports for the (3) Underground Storage Tanks located in San Lorenzo, were summarized and were within allowable limits for August 1994 through July 1995.

Sincerely

Kirk Hutchison

Owner

Phone: (510) 538-9274 Fax: (510) 538-2265 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

September 15, 1995

**STID 730** 

Kirk Hutchison, Owner Hutch's Car Wash 17945 Hesperian Blvd. San Lorenzo, CA 94580

Subject:

Items to complete before a Five Year Operating Permit can be issued for

three Underground Storage Tanks at Hutch's Car Wash, 17945 Hesperian

Boulevard, San Lorenzo, CA 94580.

Reference:

Documents from you and an inspection of the site by Robert Weston and

myself on August 25, 1995.

Dear Mr. Hutchison:

The three underground storage tanks at the above site are being operated without a five year permit. The following items must be completed so we may issue a permit.

- 1- Submit a corrected Monitoring plan. The plan which you signed on August 11, 1995 is incomplete for the following reasons:
  - Page 2: Provide a plot plan with the details "a" to "i" on the plan. Please note that the plan from the HMBP does not include a, c, f, g, and i.
  - Page 3: Number the tanks so they correspond with the numbers on the tank tester's report from 12/94, with page 4, and with the monthly inventory report (see page 21). You now have three different numbering systems. Decide on one system and be consistent. (Also use the same numbers on the Form B's.)
  - Page 4: The form is confusing, but you should only have two of the boxes checked in the "yes" column. Refer to my notes on the monitoring plan. Show the tank numbers and the last test date.
  - Page 8: The ground water on the site is less than 20 feet from the bottom of the tank so you must contact an SIR provider and fill in the name of the company. PLEASE SUBMIT THE NEXT THREE MONTHS OF RESULTS

[The present tank systems (tanks and piping) are single wall, steel. The tanks and piping have tar wrapping according to Mr. Hutchison. In 1989 the three tanks were lined by Gold Coast Coating of Ventura CA. We have no documentation on the lining process as required by CCR, Title 23, sec. 2663.]

#### REQUIRED UPGRADES

TO BE COMPLETED NO LATER THAN DECEMBER 22, 1998 (CCR, Title 23, Article 6)

(Applies to all three underground tanks.)
(2-5000 gallon tanks and 1-10,000 gallon tank)

- A- Install an overfill prevention system on each tank. [CCR, Title 23, sec. 2665]
- B- Install a 15 gallon spill containment around the fill pipe on each tank. [CCR, Title 23, sec. 2665]
- C- Install a striker plate under all openings that could be used for manual dipsticking. [CCR, Title 23, sec. 2662(d)]
- D- Examine the lining of the tanks according to the requirements of section 2663(h) of Title 23. This must be done before December 23, 1998.
- E- Install Cathodic protection for the tanks according to the requirements of section 2635(a)(2)(A) of Title 23.
- F- Upgrade the single wall steel piping either by:
  -removing and providing secondary containment, or
  -installing cathodic protection. [CCR, Title 23, sec. 2666(b)]

Note: For low interest loans for tank removal or upgrades call Jim La Tanner at (916) 327-3104 with the California Trade and Commerce Agency.

September 15, 1995

If you have any questions please contact me at (510) 567-6734. Any modifications or removals of tanks or piping require prior approval by this office.

Sincerely,

Don Atkinson-Adams

Senior Registered Environmental

Health Specialist #5485

cc: Bill Raynolds, East Area Manager

Robert Weston, Senior Hazardous Materials Specialist

#### enclosures:

- 1. Consolidated Underground Tank Monitoring Plan (your "old" plan and a blank.)
- 2. Form B's (your "old" ones and blank copies.)
- 3. A blank form for inventory data.
- 4. A sample plot plan.

hutchper.995

**DRAFT** USTperck.895

### UST- Steps to granting a five year permit

DAA

August 21, 1995

DAA			August 21, 1995
#	Date	Passed	Description of criteria to be met
1		Pd 2/45 ?)	Paid State fees for the present tanks. Check the date of payment and be sure that any new tanks have been paid for. (note how many tanks)tanks
2	9/12/45	oll	Form A- Is it current and accurate? Is there a Board of Equalization number? 1/2 5
3		receiving of the second	Form B's- Are they current and accurate? Is there one for each tank? Check the information on tank and piping and contents. Is the leak detection information accurate? Visual is only valid if all parts of the tank can be seen. Note if the tank has been closed. New_or Old_tanks?
4	1	14	Form C- for recently remodeled or installed tanks or piping.
5		No- Sketch - HMBF	As built drawings for the site or a reasonable facsimile.
6	9/12/95	Yes in mon Plan	Is there a current spill response plan? (May be in HMBP file).
7		Yes, Need to Add SIR Supplier	Is there a monitoring plan for each tank? 1-description of the monitoring program, 2- list of the equipment or method used (is it listed in LG-113)?, 3- maintenance schedule for monitoring equipment? 4- What training is given to the operator or person doing the monitoring?
8	9/12/95	Ye 5	Certification of Financial Responsibility. Is it current?  Does it meet the state requirement?
9		No	Are there any "hybrid tanks"? Installed during period 1/84 to 7/87 with secondary containment for the tank but only primary for the piping; or no monitoring of the secondary containment of the piping.
10	9152	12/6/94 tested	Tightness tests for the tanks. (Old, pre-1984, or hybrid systems.) Annual or bi-annual with SIR.
11	9/12	12/6/94 tested =	Tightness tests for the piping. (Annual for pressure or tri- annual for suction.) (May not be required of some.)
12		ok	MIR or StR. Annual letter of inventory reconcilliation within the last 12 months. SIR report must follow LG-139. (Old pre-1984 or hybrid systems.)
13	ok	Noue	Unauthorized release letters? Were they timely? Were they resolved?
14	No		Are tanks corrosion protected? (6202 pped)
15		(ove u)	What upgrades are needed before 12/23/98?
	# 1 2 3 4 5 6 7 8 9 10 11 12	# Date  1	# Date Passed  1

Corrosion

3 45T Paid? check w/ State of California State Water Resources Control Board or Regulatory Agency Use Only

(Instructions on reverse)

# CERTIFICATION OF FINANCIAL RESPONSIBILITY

	FOR UNDERGROUND S	TORAGE	TANKS CONTAI	INING PETRO	LEUM		
I am required to de	monstrate Financial Responsibility in the required	amounts a	s specified in Section 28	307, Chapter 18, Div	7. 3, Title 23, CCR:	_	
. {	500,000 dollars per occurrence	1 million doll	lars annual aggregal or	ıc			
. [	or 1 million dollars per occurrence	AND	İ		lars annual aggregat	le	1
3.		hereby co	ertifies that it is in c	ompliance with	the requiremen	nts of Section	n 2807,
(Name of Tank Owner or	Operator)	-40-	Intions				
Article 3, Chapte	er 18, Division 3, Title 23, California Code is used to demonstrate financial responsi	ot Hegul Willer oo -	iauons. required by Section	1 2807 are as fol	llows:	· •	
The mechanism Mechanism	s used to demonstrate tinancial responsi Name and Address of Issuer	micy as I	mecnanism	1 Coverage	Coverage	~~~	
Type			Number	Amount	Period	Action	Comp.
اً ا	de da La		Andre II	995,000 per occurence	Stake Fund		<u> </u>
State.	State Cleanup Fund	Not	Applicable.	pe.	Chindreness	ا ين	۔مل
Foud	P.O. Box 944212			OCCURONCE	- 1 HOOM	रभा	Yes
	Sucramento, Cu que 44-2120			. ``			
- ^			h 1	5,000	1		
Chief,	Hutchis Cer Wash	Not	Applicable	5,000	ſ	ļ	
Financial	1367 A street	1		lei	Continuone	Yes	Yes.
OFFICER	Hayward, Cir 94541	ļ <sup>*</sup>		DCCOLONG	•		
LETTER	1 / /		•		<u></u>		
	<del>-</del>	<del>                                     </del>	-				
C. P.	1				1		1
	I .			1		1	
	•						
						<u> </u>	<del></del>
					,		
							1
	· ·				:		
	1	<u> </u>		1 11 144-	10012 2422 412	and sub-i-	
Note: If you ar	re using the State Fund as any part of you certification also certifies that you are in co	ur demor	nstration of financial e with all conditions	u responsibility, s for participatio	your execution on in the Fund.	ariu submis	
Of this C		oripilal IC	o mar an condition	Facility Address		Bind	
H CTC W.S	Car Wash		•	17945	Hespenan	1 1	} <b>%</b>
Facility Name				Facility Address	Lovenzo,		
e weekly transc							
Facility Name				Facility Address			
			4				
Facility Name				Facility Address			
}	·						
Facility Name				Facility Address			
1	,				4		
		T	<del></del>	Name and Tide of	Tank Owner or Operate	<b>x</b>	
E. Signapore of Tack O	AMBET OF OPERATOR	Date	8/11/95	Allen		Hitchis	2 W
Signature of Witness	s or Notary	Date	Oliv har	Name of Witness	or Notary	1	
<u> </u>	Ju Jekson		S/1/95 · Opics - Fax	Ji//	Jack 30		
CFR/04/92) (	<i>∪ ∪ ∪</i>	Original - L	ocal Agency Copies - Fax	anthonds)			



#### STATE WATER RESOURCES CONTROL BOARD

#### UNDERGROUND STORAGE TANK PERMIT APPLICATION - FORM A





MARK ONLY 1 NEW PERMIT 3 RENEWAL PERMIT	5 CHANGE OF INFORMATION 7 PERMANENTLY CLOSED SITE
ONE ITEM 2 INTERIM PERMIT 4 AMENDED PERMIT	6 TEMPORARY SITE CLOSURE
I. FACILITY/SITE INFORMATION & ADDRESS - (MUST BE COMPL	ETED)
DBA OR FACILITY NAME	NAME OF OPERATOR  HIRK HETCHISON
ADDRESS	NEAREST CROSS STREET PARCEL # (OPTIONAL)
CITY NAME Blud	Buckman
San Lurenzo	STATE ZIP CODE SITE PHONE # WITH AREA CODE  CA 94580 (510) 273-1010
/ 80X	LOCAL-AGENCY COUNTY-AGENCY STATE-AGENCY FEDERAL-AGENCY
	DISTRICTS
TYPE OF BUSINESS 1 GAS STATION 2 DISTRIBUTOR	FINDIAN OF TANKS AT SITE E. P. A. I. D. * (optional)
3 FARM 4 PROCESSOR 5 OTHER	OR TRUST LANDS 3
EMERGENCY CONTACT PERSON (PRIMARY)	EMERGENCY CONTACT PERSON (SECONDARY) - optional
DAYS: NAME (LAST, FIRST)  PHONE # WITH AREA CODE	DAYS: NAME (LAST, FIRST) PHONE # WITH AREA CODE
NIGHTS; NAME (LAST, FIRST) PHÓNE # WITH AREA CODE	NIGHTS: NAME (LAST, FIRST)  NIGHTS: NAME (LAST, FIRST)  PHONE # WITH AREA CODE
#. tr hison, Nelson (510) 537-7984	
II. PROPERTY OWNER INFORMATION - (MUST BE COMPLETED)	
NAME BOLIANNON Properties	CARE OF ADDRESS INFORMATION
MAILING OR STREET ADDRESS	box to Indicate INDIVIDUAL LOCAL-AGENCY STATE-AGENCY CORPORATION PARTNERSHP COUNTY-AGENCY FEDERAL-AGENCY
CITY NAME	STATE ZIP CODE PHONE # WITH AREA CODE
Son Matto, (a 94403	(a 44403 (415) 345-8222
III. TANK OWNER INFORMATION - (MUST BE COMPLETED)	
NAME OF OWNER  CONTROL Was h	CARE OF ADDRESS INFORMATION
MAILING OR STREET ADDRESS	box joindicate INDIVIDUAL LOCAL-AGENCY STATE-AGENCY
CITY NAME, HE OPENION 13/4d	COUNTY-AGENCY FEDERAL-AGENCY  STATE ZIP CODE PHONE # WITH AREA CODE
Sun Louis	(a 94580
IV. BOARD OF EQUALIZATION UST STORAGE FEE ACCOUNT NUI	MBER - Call (916) 322-9659 if questions arise.
TY (TK) HQ 440000791	
V. PETROLEUM UST FINANCIAL RESPONSIBILITY (MUST BE CO	MPLETED) - IDENTIFY THE METHOD(S) LISED
	2 GUARANTEE 3 INSURANCE 4 SURETY BOND
5 LETTER OF CREDIT	S EXEMPTION 99 OTHER
VI. LEGAL NOTIFICATION AND BILLING ADDRESS Legal notification	on and billing will be sent to the tank owner unless bex I or II is checked.
CHECK ONE BOX INDICATING WHICH ABOVE ADDRESS SHOULD BE USED FOR LEGAL NOT	IFICATIONS AND BILLING: I HI HI.
THIS FORM HAS BEEN COMPLETED UNDER PENALTY OF PERJURY, A	ND TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT
OMNERS NAME (BRINTED'S SIGNED) & K	RS TITLE DATE MONTH/DAY/YEAR
	QU42 7/11/95
LOCAL AGENCY USE ONLY	· · · · · · · · · · · · · · · · · · ·
COUNTY # JURISDICTION	# FACILITY#
000	000221
LOCATION CODE - OPTIONAL CENSUS TRACT # - OPTIONAL	SUPVISOR - DISTRICT CODE - OPTIONAL
THIS FORM MUST BE ACCOMPANIED BY AT LEAST (1) OR MORE PERMIT APPL	ICATION - FORM B, UNLESS THIS IS A CHANGE OF SITE INFORMATION ONLY.

THIS FORM MUST BE ACCOMPANIED BY AT LEAST (1) OR MORE PERMIT APPLICATION - FORM B, UNLESS THIS IS A CHANGE OF SITE INFORMATION ONLY.

OWNER MUST FILE THIS FORM WITH THE LOCAL AGENCY IMPLEMENTING THE UNDERGROUND STORAGE TANK REGULATIONS

## STATE OF CALIFORNIA STATE WATER RESOURCES CONTROL BOARD

#### UNDERGROUND STORAGE TANK PERMIT APPLICATION - FORM B



	$\frac{1}{2} \left( \frac{1}{2} \left$	RM FOR EACH TANK SYSTEM.
	MARK ONLY  1 NEW PERMIT  3 RENEWAL PERMIT  ONE ITEM  2 INTERIM PERMIT  4 AMENDED PERMIT	5 CHANGE OF INFORMATION 7 PERMANENTLY CLOSED ON SITE 6 TEMPORARY TANK CLOSURE 8 TANK REMOVED
Ì	DBA OR FACILITY NAME WHERE TANK IS INSTALLED: HUTCH'S	CAR WASH
_	I. TANK DESCRIPTION COMPLETE ALL ITEMS - SPECIFY IF UNKNOWN	
	A. OWNER'S TANK I.D.#	B. MANUFACTURED BY:
L	C. DATE INSTALLED (MO/DAY/YEAR)	D. TANK CAPACITY IN GALLONS: (O, OOO
	II. TANK CONTENTS IF A-1 IS MARKED, COMPLETE ITEM C.	
	A.	39 OTHER (DESCRIBE IN LIEM D. DELOW)
l		C. A. S.#:
	A. TYPE OF SYSTEM 1 COUBLE WALL 3 SINGLE WALL WITH E SYSTEM 2 SINGLE WALL 4 SECONDARY CONTAIN	EXTERIOR LINER 95 UNKNOWN
	B. TANK MATERIAL (Primary Tank)  1 BARE STEEL 2 STAINLESS STEEL 6 POLYVINYL CHLORIDE 10 GALVANIZED STEEL	3 FIBERGLASS 4 STEEL CLAD W/FIBERGLASS REINFORCED PLASTIC 7 ALUMINUM 8 100% METHANOL COMPATIBLE W/FRP 95 UNKNOWN 99 OTHER STEEL Wrapped
	C. INTERIOR LINING  1 RUBBER LINED  2 ALKYD LINING  5 GLASS LINING  6 UNLINED  IS LINING MATERIAL COMPATIBLE WITH 100% METHANOL?	✓ 3 EPOXY LINING         4 PHENOLIC LINING           95 UNKNOWN         99 OTHER           YES _ ✓ NO
	D. CORROSION 1 POLYETHYLENE WRAP 2 COATING PROTECTION 5 CATHODIC PROTECTION 91 NONE	3 VINYL WRAP 4 FIBERGLASS REINFORCED PLASTIC 95 UNKNOWN 99 OTHER TOY Wrapped
	E. SPILL AND OVERFILL SPILL CONTAINMENT INSTALLED (YEAR)	OVERFILL PREVENTION EQUIPMENT INSTALLED (YEAR)
	IV. PIPING INFORMATION CIRCLE A IF ABOVE GROUND OR U IF UNDERGE	
	A. SYSTEM TYPE A (U) 1 SUCTION A U 2 PRESSURE  B. CONSTRUCTION A (U) 1 SINGLE WALL A U 2 DOUBLE WALL	A U 3 GRAVITY A U 99 OTHER  A U 3 LINED TRENCH A U 95 UNKNOWN A U 99 OTHER
	B. CONSTRUCTION A 1 1 SINGLE WALL A U 2 DOUBLE WALL  C. MATERIAL AND A U 1 BARE STEEL A U 2 STAINLESS STEEL  CORROSION A U 5 ALUMINUM A U 6 CONCRETE  PROTECTION A 1 9 GALVANIZED STEEL A U 10 CATHODIC PROTEC	A U 3 POLYVINYL CHLORIDE (PVC) A U 4 FIBERGLASS PIPE  A U 7 STEEL W COATING  A U 8 100% METHANOL COMPATIBLE W/FRP  CTION  A U 99 OTHER
	D. LEAK DETECTION 1 AUTOMATIC LINE LEAK DETECTOR 2 LINE TO	GHTNESS TESTING 3 MTERSTITIAL 99 OTHER
	V. TANK LEAK DETECTION	
	1 VISUAL CHECK  2 INVENTORY RECONCILIATION 3 VADOZE M  T 6 TANK TESTING 7 INTERSTITIAL MONITORING 91 NONE	ONITORING 4 AUTOMATIC TANK GAUGING 5 GROUND WATER MONITORING 95 UNKNOWN 99 OTHER 5TR
	VI. TANK CLOSURE INFORMATION	
	ESTIMATED DATE LAST USED (MO/DAY/YR)     SUBSTANCE REMAINING     SUBSTANCE REMAINING	
_	THIS FORM HAS BEEN COMPLETED UNDER PENALTY OF PERJURAPPINED & SIGNATURE	DATE 1/22/95
	LOCAL AGENCY USE ONLY THE STATE I.D. NUMBER IS COMPOSED OF	
	STATE I.D.# COUNTY# JURISDICTION#	FACILITY # TANK # O O O O O O O

THIS FORM MUST BE ACCOMPANIED BY A PERMIT APPLICATION - FORM A, UNLESS A CURRENT FORM A HAS BEEN FILED.
FILE THIS FORM WITH THE LOCAL AGENCY IMPLEMENTING THE UNDERGROUND STORAGE TANK REGULATIONS

PERMIT APPROVED BY/DATE

PERMIT EXPIRATION DATE

PERMIT NUMBER

# STATE OF CALIFORNA STATE WATER RESOURCES CONTROL BOARD UNDERGROUND STORAGE TANK PERMIT APPLICATION - FORM B

COMPLETE A SEPARATE FORM FOR EACH TANK SYSTEM.
MARK ONLY  1 NEW PERMIT  3 RENEWAL PERMIT  5 CHANGE OF INFORMATION  7 PERMANENTLY CLOSED ON SITE  ONE ITEM  2 INTERIM PERMIT  4 AMENDED PERMIT  6 TEMPORARY TANK CLOSURE  8 TANK REMOVED
DBA OR FACILITY NAME WHERE TANK IS INSTALLED: HUTCH'S CAR NWASH
I. TANK DESCRIPTION COMPLETE ALL ITEMS - SPECIFY IF UNKNOWN
A. OWNERS TANK I.D. # TZ B. MANUFACTURED BY: Un Known
C. DATE INSTALLED (MO/DAY/YEAR) 1961 D. TANK CAPACITY IN GALLONS: 5,000
II. TANK CONTENTS IF A-1 IS MARKED, COMPLETE ITEM C.
A. V 1 MOTOR VEHICLE FUEL 4 OIL B. C. 1a REGULAR UNLEADED 4 GASAHOL 7 METHANOL 1 PRODUCT 1 PRODUCT 1 PRODUCT 1 PRODUCT 1 PRODUCT 2 WASTE 2 LEADED 99 OTHER (DESCRIBE IN ITEM D. BELOW)
D. IF (A.1) IS NOT MARKED, ENTER NAME OF SUBSTANCE STORED C. A. S. #:
III. TANK CONSTRUCTION MARK ONE ITEM ONLY IN BOXES A, B, AND C, AND ALL THAT APPLIES IN BOX D AND E
A. TYPE OF 1 DOUBLE WALL 3 SINGLE WALL WITH EXTERIOR LINER 95 UNKNOWN  SYSTEM V 2 SINGLE WALL 4 SECONDARY CONTAINMENT (VAULTED TANK) 99 OTHER
1 BARE STEEL 2 STAINLESS STEEL 3 FIBERGLASS 4 STEEL CLAD W/FIBERGLASS REINFORCED PLASTIC
B. TANK MATERIAL 5 CONCRETE 6 POLYVINYL CHLORIDE 7 ALUMINUM 8 100% METHANOL COMPATIBLE W/FRP
(Primary Tank) 9 BRONZE 10 GALVANIZED STEEL 95 UNKNOWN V 99 OTHER Steel Wrapped
C. INTERIOR 5 GLASS LINING 6 UNLINED 95 UNKNOWN 99 OTHER
IS LINING MATERIAL COMPATIBLE WITH 100% METHANOL? YES V NO
D. CORROSION
E. SPILL AND OVERFILL SPILL CONTAINMENT INSTALLED (YEAR) OVERFILL PREVENTION EQUIPMENT INSTALLED (YEAR)
IV. PIPING INFORMATION CIRCLE A IF ABOVE GROUND OR U IF UNDERGROUND, BOTH IF APPLICABLE
A. SYSTEM TYPE U 1 SUCTION A U 2 PRESSURE A U 3 GRAVITY A U 99 OTHER
B. CONSTRUCTION (U) 1 SINGLE WALL A U 2 DOUBLE WALL A U 3 LINED TRENCH A U 95 UNKNOWN A U 99 OTHER
C. MATERIAL AND A U 1 BARE STEEL A U 2 STAINLESS STEEL A U 3 POLYVINYL CHLORIDE (PVC) A U 4 FIBERGLASS PIPE CORROSION A U 5 ALUMINUM A U 6 CONCRETE A U 7 STEEL W/ COATING A U 8 100% METHANOL COMPATIBLE W/FRP
PROTECTION (U) 9 GALVANIZED STEEL A U 10 CATHODIC PROTECTION A U 95 UNKNOWN A U 99 OTHER
D. LEAK DETECTION 1 AUTOMATIC LINE LEAK DETECTOR V 2 LINE TIGHTNESS TESTING MONITORING 99 OTHER
V. TANK LEAK DETECTION
1 VISUAL CHECK 2 INVENTORY RECONCILIATION 3 VADOZE MONITORING 4 AUTOMATIC TANK GAUGING 5 GROUND WATER MONITORING 6 TANK TESTING 7 INTERSTITIAL MONITORING 91 NONE 95 UNKNOWN 99 OTHER 5.7. R.
VI. TANK CLOSURE INFORMATION
1. ESTIMATED DATE LAST USED (MO/DAY/YR)  2. ESTIMATED QUANTITY OF SUBSTANCE REMAINING  3. WAS TANK FILLED WITH INERT MATERIAL?  YES NO
THIS FORM HAS BEEN COMPLETED UNDER PENALTY OF PERJURY, AND TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT
APPLICANT'S NAME (PRINTED & SIGNATURE)  DATF 11/22/95
LOCAL AGENCY USE ONLY THE STATE LD. NUMBER IS COMPOSED OF THE FOUR NUMBERS BELOW
STATE I.D.# COUNTY # JURISDICTION # FACILITY # TANK #
PERMIT NUMBER PERMIT APPROVED BY/DATE PERMIT EXPIRATION DATE

THIS FORM MUST BE ACCOMPANIED BY A PERMIT APPLICATION - FORM A, UNLESS A CURRENT FORM A HAS BEEN FILED.
FILE THIS FORM WITH THE LOCAL AGENCY IMPLEMENTING THE UNDERGROUND STORAGE TANK REGULATIONS

# STATE OF CALIFORNIA STATE WATER RESOURCES CONTROL BOARD UNDERGROUND STORAGE TANK PERMIT APPLICATION - FORM B

COMPLETE A SEPARATE FORM FOR FACH TANK SYSTEM

COMPLETE A SEPARATE FORM FOR EACH TARK STOTEM.
MARK ONLY
DBA OR FACILITY NAME WHERE TANK IS INSTALLED: HUTCH'S CAR WASH
I. TANK DESCRIPTION COMPLETE ALL ITEMS SPECIFY IF UNKNOWN
A, OWNER'S TANK I.D. # T3  B. MANUFACTURED BY: Un Known
C. DATE INSTALLED (MO/DAY/YEAR) 196 D. TANK CAPACITY IN GALLONS: 5,000
II. TANK CONTENTS IF A-1 IS MARKED, COMPLETE ITEM C.
A. V 1 MOTOR VEHICLE FUEL 4 OIL B. C. 1a REGULAR UNLEADED 4 GASAHOL 7 METHANOL 2 PETROLEUM 80 EMPTY V 1 PRODUCT V 1b PREMIUM UNLEADED 5 JET FUEL 7 METHANOL 3 CHEMICAL PRODUCT 95 UNKNOWN 2 WASTE 2 LEADED 99 OTHER (DESCRIBE IN ITEM D. BELOW)
D. IF (A.1) IS NOT MARKED, ENTER NAME OF SUBSTANCE STORED C. A. S. # :
III. TANK CONSTRUCTION MARKONE HEMONLY IN BOXES A, B, AND C, AND ALL THAT APPLIES IN BOX D AND E
A. TYPE OF 1 DOUBLE WALL 3 SINGLE WALL WITH EXTERIOR LINER 95 UNKNOWN SYSTEM 2 SINGLE WALL 4 SECONDARY CONTAINMENT (VAULTED TANK) 99 OTHER
B. TANK
C. INTERIOR LINING  1 RUBBER LINED  2 ALKYD LINING  3 EPOXY LINING  4 PHENOLIC LINING  5 GLASS LINING  6 UNLINED  95 UNKNOWN  99 OTHER  IS LINING MATERIAL COMPATIBLE WITH 100% METHANOL?  YES Y NO
D. CORROSION 1 POLYETHYLENE WRAP 2 COATING 3 VINYL WRAP 4 FIBERGLASS REINFORCED PLASTIC 95 UNKNOWN 99 OTHER 1 OF 1 WITCH
E. SPILL AND OVERFILL SPILL CONTAINMENT INSTALLED (YEAR) OVERFILL PREVENTION EQUIPMENT INSTALLED (YEAR)
IV. PIPING INFORMATION CIRCLE A IF ABOVE GROUND OR U IF UNDERGROUND, BOTH IF APPLICABLE
A. SYSTEM TYPE A(U) 1 SUCTION A U 2 PRESSURE A U 3 GRAVITY A U 99 OTHER  B. CONSTRUCTION A(U) 1 SINGLE WALL A U 2 DOUBLE WALL A U 3 LINED TRENCH A U 95 UNKNOWN A U 99 OTHER
B. CONSTRUCTION AU 1 SINGLE WALL AU 2 DOUBLE WALL AU 3 LINED TRENCH AU 95 UNKNOWN AU 99 OTHER  C. MATERIAL AND AU 1 BARE STEEL AU 2 STAINLESS STEEL AU 3 POLYVINYL CHLORIDE (PVC) AU 4 FIBERGLASS PIPE  CORROSION AU 5 ALUMINUM AU 6 CONCRETE AU 7 STEEL W COATING AU 8 100% METHANOL COMPATIBLE W/FRP  PROTECTION AU 9 GALVANIZED STEEL AU 10 CATHODIC PROTECTION AU 95 UNKNOWN AU 99 OTHER
D. LEAK DETECTION 1 AUTOMATIC LINE LEAK DETECTOR 2 LINE TIGHTNESS TESTING 3 INTERSTITIAL MONITORING 99 OTHER
V. TANK LEAK DETECTION
1 VISUAL CHECK V 2 INVENTORY RECONCILIATION 3 VADOZE MONITORING 4 AUTOMATIC TANK GAUGING 5 GROUND WATER MONITORING 5 TANK TESTING 7 INTERSTITIAL MONITORING 91 NONE 95 UNKNOWN 99 OTHER 5
VI. TANK CLOSURE INFORMATION
1. ESTIMATED DATE LAST USED (MO/DAY/YR)  2. ESTIMATED QUANTITY OF SUBSTANGE REMAINING GALLONS  3. WAS TANK FILLED WITH YES NO
TAIS FORWHAS BEEN COMPLETED UNDER PENALTY OF PERJURY, AND TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT APPLICANTS NAME PRINTED SIGNATURE)  DATE   92   95
LOCAL AGENCY USE ONLY THE STATE LD. NUMBER IS COMPOSED OF THE FOUR NUMBERS BELOW
STATE I.D.# COUNTY # JURISDICTION # FACILITY # TANK # 0 0 0 0 0 2 2 1 0 0 0 0 3
PERMIT NUMBER PERMIT APPROVED BY/DATE PERMIT EXPIRATION DATE

THIS FORM MUST BE ACCOMPANIED BY A PERMIT APPLICATION - FORM A, UNLESS A CURRENT FORM A HAS BEEN FILED.
FILE THIS FORM WITH THE LOCAL AGENCY IMPLEMENTING THE UNDERGROUND STORAGE TANK REGULATIONS

Inventory Reconciliation Worksheet

Month/Year: 7/95 Tank =: 73 Size: 5,000 Product: Unleaded Gas-92

Site Name: Hurch's Car Wash Site Address: 11945 Hesperion 81., Saw Lorenzo

l	2	3	4	5	6		7		8		
Day	Opening Inventory - Yesterday's Column 6	Withdrawals (metered sales)	Oeliveries (Inputs)	Calculated Volume Column 2+4-3	Measured Volume (Dipstick)		olume Volume Variation		ation	To (s	riation date sum of olumn 7)
	Gallons	Gallons	Gallons	Gallons	Inches	Gallons	+/-	Gallons	+/-	Gallons	
7	3116.0	191.6	1884.0	4808.4	83	4805	-	3.4		3.4	
2	4805	121.8		4683.2	80	4660	-	23.2		26.6	
3	4660	195.2		4464.8	16	4448	_	16.8		43.4	
4	4448	89.5		4358.5	16	4448	+	89,5	+	46.1	
4 5	4448	176.2		4271.8	72	4218		538		7.7	
b	4218	264.1		3953.9	68	3972	+	18,1	1	110,4	
7	3912	244.4		3127.6	64	37/5		12.6		2.2	
8	37/5	183.5		3531.5	61	3517		14.5		16.7	
9	3517	147.5		3369.5	59	3384	+	14.5		2,2	
10	3284	179.1	***************************************	32049	56	3181		23.9		26.1	
11_	3181,	203.1	·	2977.9	54	3044	+	66.1	+	40.0 81,0	
12	3044	1790	,	2865,0		2906		41.0		94.4	
13,	2906	82.4		2823.6	51	2837	<i>/</i>	13.4	7	73.7	
<u> 14</u> ,	2837	189.3	; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ;	2647.7 2383.3	48 44	2627		34.3	<i></i>	39.4	
15.	2627	243.7		2244.8	42	2349		33.8	/	5.6	
16	2349	104.2	**************************************	2040.7	40	2073	4	32.3	+	37.9	
<u> [ ]                                   </u>	2211	170.3	; }	1982.7	39	2005	1	22.3	7	60.2	
18	2013		<u>.</u>	1818.2	36	1802	_	16.2	<i>}</i>	777	
19 20	2005 1802	186.8		1454.1	33	1603		51.1	·	7.1	
2/		7-7-7-1	2409.0	4012.0	. 69	4035	+	23.0	+	15.9	
2	4035			4035		4035	7	0.0	+	15.4	
77				4035	68	3972		63.0		47.1	
27	3972			2972	68	3972		0.0		47.1	
25				3972	68	3972		00	<u>.</u>	47.	
26	3472			3972 3972	69	4035	+		<u></u>	15.9	
27	4035		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	4000	68	3972		63.0		47.1	
28	3972			3972	68	3972		0,0	.	47.1	
29	3972			3972	68	3972		0.0		41.	
30	,	#**		3972	69	4035		63.0	<u>+</u>	12.7	
3/	4035	)	<b>i</b> .	4035	69	4035	1	0.0	; 7	15.	

Maximum Allowable Variation (1% Total Deliveries + 130 Gallons)  $\equiv$  0.01 x Sum of Column 4  $\frac{4893}{4893} = \frac{43}{4893} + 130 \text{ gallons} = \boxed{1}$ Total Monthly Variation (Bottom Fine of Column 8) = 8

If you checked box B, turn this page over for further instructions:

Inventory Reconciliation Worksheet

Month/Year: 1/95 Tank =: 12 Size: 5,000 Product: Unleaded GAS-92

Site Name: Hutch's Car Wash Site Address: 11945 Hesperion 81., Saw Lorento

1	2	3	4	5		6		7		8
Day	Opening Inventory - Yesterday's Column 6	Withdrawals (metered sales)	Oeliveries (Inputs)	Calculated Volume Column 2+4-3	Measured Volume (Dipstick)		Daily Variation Column 6 - S		Variation To date (sum of Column 7)	
	Gallons	Gallons	Gallons	Gallons	Inches	Gallons	+/-	Gallons	+/-	Gallons
7	3113		4	3113	55	3113		0,0		0.0
2	3113			2113	55	3/15		0.0		0.0
3	3113		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	3113	54	3044		69.0		64.0
	3)44			3044	54	3044		0,0		64.0
4 5	3044			3044	55	3113	+	64.0	,	0.0
	3113			3113	55	3113		0.0		00
67	3//3			3115	56	318/	+	68.0		68.0
89	3181			3181	56	5/8/		0.0	7	68.0
9	3181			3181	56	3/8/		0.0	+	68.0
10	3181		**************	318/	55	3113		68.0		0.0
1/_	3/13			3//5	54	3044	,	69.0		69.0
12	3044			3044	56	3181	+	137.0	· <u>/</u>	00.0
13,	3/8/		- Epoqueare	3181	55	3113		68,0		69.0
14	3/15,		***************************************	3113	54	3044		670		69.0
15	3044			3044	54	3044 3113	+	100		00
16	3044		***************************************	3044	55 56	3113	1	120	+	68.0
17	3113				55	3113		68.0		0.0
18	3181	-		3181	54	3044	<b>_</b>	69.0		69.0
12	3113			2044	55	8113	+	69.0	)	0,0
20	3044	2051	1902	4719.4	81	4710		9.4	_	9.4
54/	4717)	295.6		4449.8						7.6
\$ 5.5 % s	4110	260.2 127.5	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	4320.5		4335	+	14.5	+	6.9
24	4448 1 4355	121.5		4208.7	72	4518	+	14.5 9.5	+	16.2
25	4218	126.5 155.7		4062.3	69	4035	_	27.3		[[,]
26	4035	110.5		3924.5	24 2 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4	4518 4035 3909		15.5		26.6
27		110.5 237.6		3671.4	64	3715	ーナ	43.6	t	17.0
28	3715	255.4		3459.6	(40)	2451	<u></u>	8.6		8.4
29	3451	346.4	4	3104.6	55	3113	1 +	84		0.0
29 30	3113	211.9	***************************************	2901.1	152	12406	1	4.9	1	4.9
3/	2906	213.3		2692.1	49	12697	11	<u> 1 4.3</u>	<u>                                     </u>	9,2

Fotal monthly Variation (Bottom kine of Column 8)  $\equiv$   $\frac{1}{2}$ 

If you checked box B, turn this page over for further instructions.

Inventory Reconciliation Worksheet

Month/Year: 7/95 Tank =: T/ Size: 10,000 Product: Unleaded GAS-8',

Site Name: Hutch's CAR WASH Site Address: 17945 Hesperion BL., SAN LORENZO

1	2	3	4	5	6 7		7	8			
ay	Opening Inventory - Yesterday's Column 6	Withdrawals (metered sales)	Deliveries (Inputs)	Calculated Volume Column 2+4-3	Measured Volume (Dipstick)		Volume / Variation		ition	Variation To date (sum of Column 7)	
	Gallons	Gallons	Gallons	Gallons	Inches	Gallons	+/-	Gailons	+/-	Gallons	
<i>J</i>	3184	519.0	7056	9121	85	9132	+	//	ナ	//	
2	9132	192.6		9539.4	83	9555	+	15.6	+	26.6	
3	9555	330.0	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	9225.0	19	9163	_	62.0	-	35.4	
4	9165	216.0		8947.0	77	8952	+	5.0		30.4	
4	3952	250.8		87012	15	8731	1	29.8		.6	
6	8731	295 3		8435.7	12	8384		51.7		52.5	
7	8384	371.9		8012.1	69	8021	+	8.9		43.4	
8	8021	510.8		7450.2	64	7588	_	62.2	_	1056	
9	1388	313.4		7014.6	62	7/27	1	112,4	+	6.8	
10	7/27	303.6	.v	6823.4	60	6862	+	38.6	+	45.4	
//	6862	274.6		6587.4	58	6594	+	6.6	1	52.0	
12	6594	262.8		6331.2	56	6323	]	8.2	+	43.8	
13	4323.	255.7		6047.3	54	6054	-	13.3	+	30.5	
14	6054	532.1	, . , . , . , . ,	5521.9	50	5500	_	21.9	+	8.6	
1.T	5500	417.4		5082.6	41	5086	+	3.4	+	12,0	
16	5086	390.2		4695.8	44	4672		23.8	_	11.8	
1.LL 11	4672	205.3	, 1	4466.7	42	4397		69.7	_	81.5	
[L.,	4397	341.3		4055,7	40	4/23	1	67.3	-	14.2	
19	4123	411.6		3711.4	37	3716	+	4.6		9.6	
1.1		529.4	4619	7805.6	67	1712	-	326	l – .	43.2	
20 21		358.6		1413.4	65	75/7	+	103.6	+	60,4	
	7517	502.8		7014.0	*****************	6862	_	152.0	· · ·	91.4	
13	1-01-9	20 A N		6478,0		6594	+	116.0			
111	6862 6594	2124		6281.0	45	6187	1 -	94.0	_	69.0	
17 25	6187	38.4.0 312.4 354.8		5832.2	53	5413	1	80.8	+	11.6	
26	5913	2/4/2		5608.5	51	5638		29.5	+	400	
11	5638	304.5 270.2		5367.8	49	5362		5.8	+ +	34.9 46.3	
2)l 1)	5362	563.4		4798.6	45		<del>-</del>   +	11.4	+	4/1	
404	4810.	648.8		4161.2	40		_	38.2	+	8.	
28 29 30 31	4123	406.1		3716.9	40 37,	3716	-	,9	+	7.6	
77	3716	361.8	-	3354.1			_	39.7			

Maximum Allowable Variation (1% Total Deliveries + 130 Gallons) = 0.01 x Sum of Column 4  $\frac{1/675}{1} = \frac{1/7}{1} + 130 \text{ galions} = 4$ Total Monthly Variation (Bottom Line of Column 8) = 6

If you checked box B, turn this page over for further instructions.

# ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY

DAVID J. KEARS, Agency Director

RAFAT A. SHAHID, ASST. AGENCY DIRECTOR

June 29, 1995

DEPARTMENT OF ENVIRONMENTAL HEALTH
State Water Resources Control Board
Division of Clean Water Programs
UST Local Oversight Program
80 Swan Way, Rm 200
Oakland, CA 94621
(510) 271-4530

Jill Hutch's Car Wash 1367 A Street Hayward, CA 94541

Subject: Hutch's Car Wash, 17945 Hesperian Blvd., San Lorenzo, CA 94580, Violation of Environmental Laws and Regulations

Dear Jill:

During our telephone conversation this afternoon we discussed areas of concern to this Department and indeed to Hutch's Car Wash regarding your failure to comply with at least three environmental compliance programs. Those programs are the underground storage tank permit, hazardous materials business plan and the urban runoff clean water program.

I have enclosed copies of correspondence found in your file addressing the above concerns. Also enclosed are the forms required to start the process of compliance. Please find Forms A&B for the underground storage tank permit application and consolidated tank management plan; forms for the hazardous materials business plan are included with instructions; information on the urban runoff program, including Best Management Practices for industrial pollution control.

The information required in these documents is used to both manage the environmental concerns associated with your business and for compliance with state and federal laws.

Please complete and return the documents within 15 days of receipt. If you need assistance please contact Don Atkinson-Adams at 567-6734. He will be responsible for determining your compliance.

Sincerely

Robert Weston

Sr. Hazardous Materials Specialist

enclosures

cc: Don Atkinson-Adams, REHS



417 MONTCLAIR STREET BAKERSFIELD, CA 93309 (805) 631-3870

#### AES - SYSTEM II PRECISION TANK & LINE TEST RESULTS SUMMARY

Invoice Address:

Tank Location:

W. C. #: 1776

HUTCH'S CAR WASH

1367 A STREET

HUTCH'S CAR WASH

I.D. Number: N/A

HAYWARD, CA. 94541

Contact: KIRK HUTCHINSON

17945 HESPERIAN BLVD.

Technician: D. YOUNG

SAN LORENZO, CA.

Tech.#:86116 Van#:01

Date: 12-06-94 Time Start: 06:00

End: 08:30

County: AL

Facility Phone#: (510) 583-9274 Groundwater Depth: 144"+ Blue Prints: N/A

Date: Time system was filled: 6+ HOURS

Tank Fill/Vent Product Type Of Vapor Inches of Pusp Tank Tank Capacity Product Tank Material Vapor Lines Line Recovery Water/Tank Type SUCT. SWS 0.00" 1 10000 REGULAR PASS PASS PASS II PASS ΙÏ 0.00" SUCT. SWS 2 5000 SUPREME PASS PASS ΙI 0.00" SWS 5000 SUPREME PASS PASS PASS SUCT. 3 4 5 6

Additional Information: TEST TECHNICIAN: DOUG YOUNG O.T.T.L. #90-1076

TIME SITE LOG

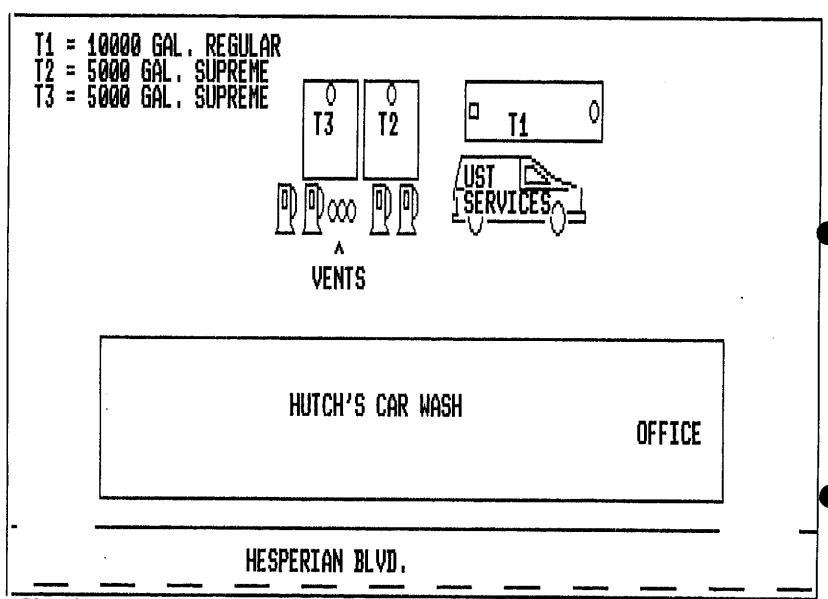
06:00 Set Up Equip: Bled Product Lines: YES YES Bled Vapor Lines: Bled Vent lines: YES Bled Turbine: N/A Bled Suction Pump: YES Risers Installed: YES

a) This system and method meets or exceeds the criteria in USEPA 40CFR part 280, NFPA 329-87 and all applicable state and local codes.

b) Any failure listed above may require further action, check with all regulatory agencies.

Copyright (c) 1989 by AES, Inc.

Certified Technician Signature :



Site Layout For : 17945 HESPERIAN BLVD. , SAN LORENZO, CA.

AES/System II Precision leak Test Graph (OverFill)

Invoice No.: 1776

Date: 12/06/94

Time: 06:07:23

Technician: DMY

Tank: 1

Tank Diameter(in): 94

Volume(gal): 10000

Grade Level(in): 130

Product Level(in): 125

Water Level On Tank(in): 0

Specific Gravity: .75

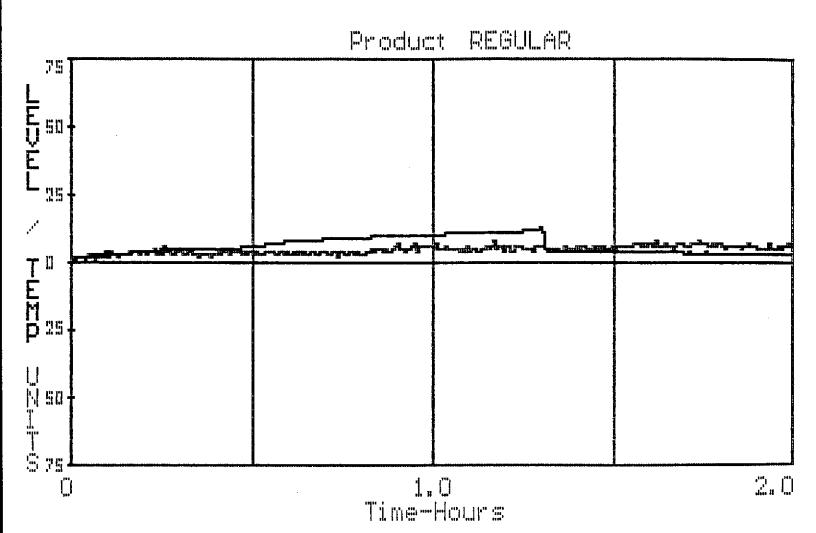
Calibration Value(ml): 400

Level Segment From: 1 To 300

Coefficient Of Expansion: 0.0006684

Channel: 1

Temp Segment From: 1 To 300



Change In Calibration Zone = 9 Starting Temperature (F): 60.156 Surface Area(sq. in): 271.0

0.04 Level volume(gph): Temp. volume(gph): 0.07 Net change(gph) -0.03

--> **Pass** Result Copyright (c) 1989 by AES, Inc.

========

Calibration Unit(gal/unit) = 0.01173 Head Pressure(psi (Btm)): 3.38 Temp. Change(F/h) . 0.011

Product Line(gph): SUCTION

#### \*\* Notes \*\*

HUTCH'S CAR WASH , 17945 HESPERIAN BLVD. , SAN LORENZO, CA. THIS IS A HIGH LEVEL TEST WITH A 400 ML. CALIBRATION ADDED PRIOR TO THESE DATA. THE PRODUCT LINE IS FLOODED AND INCLUDED IN THIS DATA,

# CONFIDENC UST SERVICES INC.

AES/System II Precision leak Test Graph (OverFill)

Invoice No.: 1776

Date: 12/06/94

Tank: 2

Technician: DMY Volume(gal): 5000

Grade Level(in): 127

Time : 06:07:23

Tank Diameter(in): 95

Product Level(in): 126

Water Level On Tank(in): 0

Specific Gravity: .75

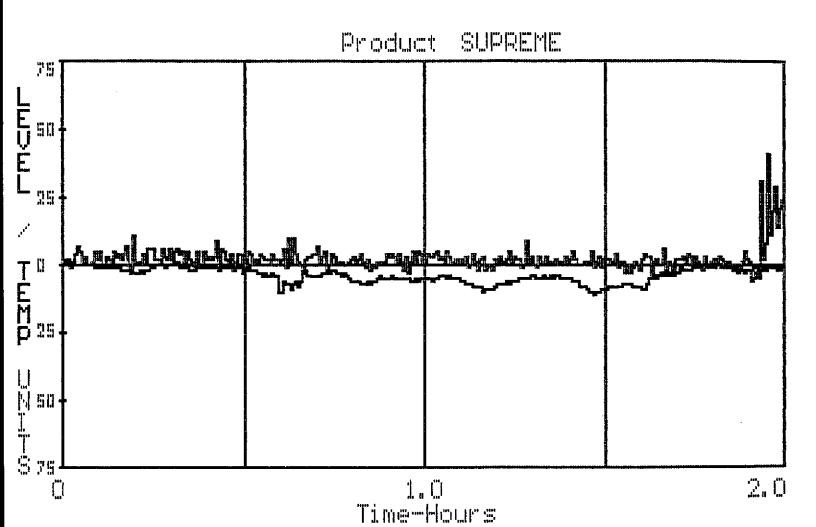
Calibration Value(ml): 400

Level Segment From: 50 To 285

Coefficient Of Expansion: 0.0006673

Channel: 2

Temp Segment From: 50 To 285



Change In Calibration Zone = 82 Starting Temperature (F): 66.287 Surface Area(sq. in): 29.7

Level volume(gph): 0.00
Temp. volume(gph): -0.02

Result --> PASS
Copyright (c) 1989 by AES, Inc.

Calibration Unit(gal/unit) = 0.00129 Head Pressure(psi (Btm)): 3.41 Temp. Change(F/h) : -0.009

Product Line(gph): SUCTION

P/L --> PASS

#### \*\* Notes \*\*

Net change(gph)

HUTCH'S CAR WASH , 17945 HESPERIAN BLVD. , SAN LORENZO, CA. THIS IS A HIGH LEVEL TEST WITH A 400 ML. CALIBRATION. THE PRODUCT LINE IS FLOODED AND INCLUDED IN THESE DATA.

0.02

#### CONFIDENC SERVICES JST

AES/System II Precision leak Test Graph (OverFill)

Invoice No.: 1776

Date: 12/06/94

Technician: DMY Volume(gal): 5000 Tank: 3

Grade Level(in): 130

Time : 06:07:23

Tank Diameter(in): 95

Product Level(in): 129

Water Level On Tank(in): 0

Specific Gravity: .75

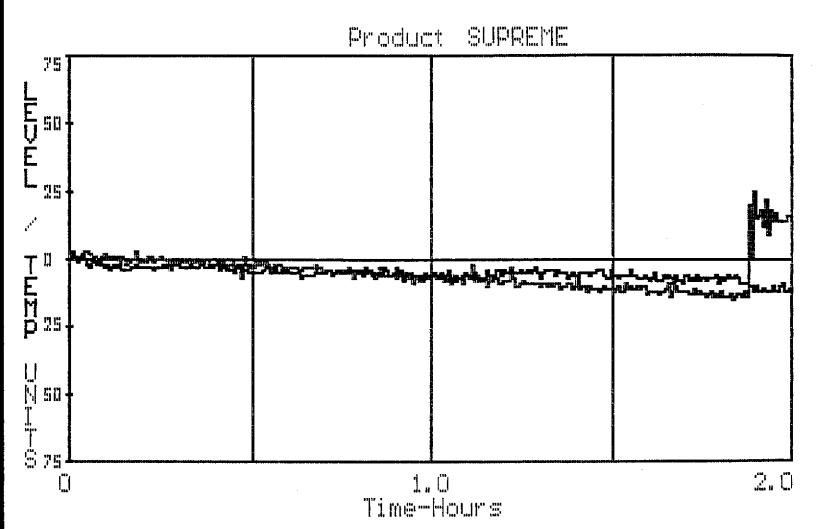
Calibration Value(ml): 200

Level Segment From: 1 To 275

Coefficient Of Expansion: 0.0006684

Channel: 3

Temp Segment From: 1 To 275



Change In Calibration Zone = 46 Starting Temperature (F): 59.899 Surface Area(sq. in): 26.5

Level volume(gph): -0.01 Temp. volume(gph): -0.030.02 Net change(gph)

--> PASS Result Copyright (c) 1989 by AES, Inc. Calibration Unit(gal/unit) = 0.00115 Head Pressure(psi (Btm)): 3.49 Temp. Change (F/h) : -0.011

Product Line(gph): SUCTION

PASS

#### \*\* Notes \*\*

HUTCH'S CAR WASH , 17945 HESPERIAN BLVD. , SAN LORENZO, CA. THIS IS A HIGH LEVEL TEST WITH A 200 ML. CALIBRATION. THE PRODUCT LINE IS FLOODED AND INCLUDED IN THIS DATA.

RAFAT A. SHAHiD, Assistant Agency Director

December 28, 1993

CERTIFIED MAILER #: P 422 218 165

Hutch's Car Wash 17945 Hesperian Blvd. San Lorenzo, 94580 DEPARTMENT OF ENVIRONMENTAL HEALTH Hazardous Materials Division 80 Swan Way, Rm. 200 Oakland, CA 94621 (510) 271-4320

Re: FIVE-YEAR PERMITS FOR OPERATION OF UNDERGROUND STORAGE TANK(S) 17945 Hesperian Blvd. San Lorenzo, 94580

Dear Owner/Operator:

According to our records your facility referenced above has not received a five-year permit to operate UST's. In order to obtain a permit you must complete the following items marked below and return them within 30 DAYS. The necessary forms are enclosed. You may complete a "Consolidated Underground Tank Management Plan" which will assist you in preparing a monitoring plan, site plot plan and spill response plan for your tank(s). If supplemental information or forms are required, please submit it to this office with the completed questionnaire and application forms:

1.	An accurate and complete plot plan.
	A written spill response plan. (enclosed)
<sub>3.</sub>	A written tank monitoring plan. (enclosed)
4.	Results of precision tank test(s), (initial and annual).
5 <b>.</b>	Results of precision pipeline leak detector tests (initial
	and annual).
6.	Complete UST PERMIT FORM A-one per facility. (enclosed)
<del></del> 7.	Complete UST PERMIT FORM B-one per tank. (enclosed)
<sub>8.</sub>	Complete UST PERMIT FORM C-one per tank if information
	is available. (enclosed)
9.	Letter stating how the tank is to be maintained during
	one year closure.

Be advised that Title 23 of the California Code of Regulation prohibits the operation of "ANY" UST without a permit. If our records are in error, you must contact this office immediately TO AVOID POSSIBLE ENFORCEMENT ACTION. Please feel free to contact this office at (510) 271-4320; to answer any questions which may arise in completing the mandatory five-year permit process. Be prepared to provide your zip code to speak with the Hazmat Specialist handling your case.

Sincerely

PAM EVANS

Sr HazMat Specialist

c: Edgar Howell, Chief, Hazardous Materials Div. (files)

P 455 518 165

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TH.	٨
UNITED STATES	D

Receipt for Certified Mail No Insurance Coverage Provided Do not use for International Mail (See Reverse)

(Obe Heverse)			
Strate to Hutch's Car	Wash		
17945 Hesperian Rlyd			
San Lorenzo			
rostage	\$		
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			
12-27-93			

P.F.

PS Form **3800**, June 1991



December 15, 1989

Kirk Hutchison 1367 A St Hayward, CA 94541 1-415-538-9274

Dear Mr. Hutchison,

Please find the enclosed invoice for the internal lining of your underground storage facilities. If you have any questions or need additional information, feel free to call anytime. Thank you.

Sincerely,

Derick Sharp President



#### INVOICE

Invoice Number: 324

December 15, 1989

Submitted to:

Kirk Hutchison 1367 A St Hayward, CA 94541 1-415-538-9274

#### Description

- A. Tank Lining:
  - 1. Interior line 1 10,000 and 2 5,000 Gallon tanks
    Cost: \$16,800.00
- B. Excavation, backfill, and resurface:

Cost: \$1200.00

TOTAL: Eighteen thousand Dollars (\$18,000.00)

Less payment received: \$9,000.00

Total Amount Due: \$9,000.00

Terms: Net due upon receival of invoice.

Please Remit to:

Gold Coast Coating 3639 E. Harbor Blvd. #103A Box 151 Ventura, Ca 93001

### Hutch's Car Wash

1367 A STREET HAYWARD, CALIFORNIA 94541



Robert Weston

Dept. of Environmental Health

1131 Harbor Bay Pkwy

Alameda, Ca. 94502-6577

H E - 1 - 1 - 1 - 1 - 1

51 16 Mg 11 938 26

## SHATE OF CALIFORNIA

### WATER RESOURCES CONTROL BOARD

GRM 'A': IMDERGROUND STORAGE TANK PROGRAM
SITE FACILITY/SITE, INFORMATION and/or PERMIT APPLICATION



COMPLETE THIS FORM P	OR EACH FACILITY/SITE
NEW PERMIT 3 RENEWAL PERMIT  2 INTERIM PERMIT 4 AMENDED PERMIT	5 CHANGE OF INFORMATION 7. PERMANENTLY CLOSED SITE 6. TEMPOPARY SITE CLOSURE
FACILITY/SITE FORMATION & ADDRESS - (MUST BE	E COMPLETED)
FACILITY/SITE NAME CAR WASH	CARE OF ADDRESS INFORMATION HALLWARD, CA. 94541
HILL IN THE STATE OF THE STATE	ANTARTON ORGAN PROPERTY AND THE PROPERTY OF TH
ADDRESS HESPERIAN BLVD.	BOCK MAN D MANUAL D COMPRISONO
LORENZO CA. 94580	STATE ZIP CODE SITE PHONE #, WITH AREA CODE  CA 94580 415/418-1010
TYPY BUSINESS: 2 DISTRIBUTOR 4 PROCESSOR RESERVATION OF THUST LANDS	EPA ID # FOLTMING. AT THIS SITE.
ZMERGENCY CONTACT PERSON (PRIMARY)	EMERGENCY CONTACT PERSON (SECONDARY)
DAYS; NAME (LAST, FIRST) PHONE # WITH AREA CODE	DAYS: NAME (LAST, FIRST) PHOME # WITH MERICODE  HUTCHISON, KIRK, 445/538-9274
HUTCHISON, NELSON 415/278-1010 NIGHTS: NAME (LAST, FIRST) PHONE FWITH AREA CODE	HUTCHISON, KIRK 45531744
Same 415/537-7225	same 415/582-9295
	UST BE COMPLETED)
Robert L. Nebster, Trustee	CARE OF ADDRESS INFORMATION
NAME OF TAXABLE ADDRESS	✓ Rox to indicate
60 HILLSDALE MALL	CORPORATION LOCAL-AGENCY LIFEDENAL-AGENCY INDIVIDUAL COUNTY-AGENCY  STATE ZIP CODE PHONE II, WITH AREA CODE
SAN MATEO	CA 94403 415/345-8222
I. TANK OWNER INFORMATION & ADDRESS — (MUST	BE COMPLETED)
FREMONT CAR WASH, INC	CARE OF ADDRESS INFORMATION
MAILING OF STREET ADDRESS	Box to indicate PARTNERSHIP STATE AREXIDES OF CORPORATION LOCAL AGENCY LIFEBURY COUNTY AGENCY
DITY NAME	STATE ZIP CODE PHONE R, WITH AREA COUR.  OA 94541 415538-9274
HAYWARD, CA.	
/. LEGAL NOTIFICATION AND BILLING ADDRESS  CHECK ONE (1) BOX INDICATING WHICH ABOVE ADDRESS SHOWED BE USED FO	DE BOTH LEGAL SCHEICATION AND BRANGE   T 441   W. A.
CHECK ONE (1) BOX INDICATING WHICH ABOUT ABOUT STORE OF CORD AND	Y, AND TO THE BEST OF MY KNOWLEDGE IS TRUE AND SOMMECT.
A STATE OF THE STA	DATE
APPLICANT'S NAME (PRINTED & SIGNATURE)	11-9-89
ALLEN K. HUTCHISON	
LOGAL AGENCY USE ONLY	FACILITY ID #
COUNTY # JURISDICTION # AGENCY #	
CURRENT LOGAL AGENCY FACILITY ID # AP	PROVED BY NAME PROVE A WORK AREA WOOD
PERMIT NUMBER PERMIT APPROVAL DATE	PERMIT EXPIRATION DATE
LOCATION CODE CENSUS TRACT # SUPERVISOR-DISTRICT CODE	E BLISINESS PLAN PILEO DATE PILEO YES NO
CHECK # PERMIT AMOUNT SURCHARGE AMOUNT	PEE CODE RECEIPT 1

# STATE OF CALIFORN

WATER RESOURCES CONTREMOARD

FORM 'B': TANK

# UNDERGROUND STORAGE TANK PROGRAM TANK PERMIT APPLICATION INFORMATION



COMPLETE A SEPARATE FORM WITH THE FOLLOWING INFORMATION FOR EACH TANK.

	4 AMENDED PERMIT 6 TEMPORARY TANK CLOSURE 8 TANK REMOVED
ACILITY/SITE NAME WHERE TANK IS INSTALLED	전 1980년 10 B. 2017 - 10 1일 교육 전기에 하시고 있다고 있는 사이트를 하지만 하시고 있다. 유유리 등록 45 45 E. 2017 - 12 E. 2017 - 12 E. 2017 -
NK DESCRIPTION COMPLETE ALL ITE	
OWNERS TANK 10#	B. MANUFACTURED BY:
YEAR INSTALLED 1961/1980	D. TANK CAPACITY IN GALLONS: 5000
ANK CONTENTS IF (A.1), IS MARKED	COMPLETE ITEM C. IF (A.1), IS NOT MARKED, COMPLETE ITEM D.
MOTOR VEHICLE FUEL 2 PETROLEUM 3 CHEMICAL PRODUCT 4 OIL 5 HAZARDOUS 80 EMPTY 1  IF NOT MOTOR VEHICLE FUEL, ENTER NAME OF HAZARDOUS SUBSTANCE STORED & C.A.S. #	B. C. 1 UNLEADED 2 LEADED 3 DIESEE  95 UNKNOWN 2 WASTE 7 METHANOL 99 OTHER (DESCRIBE IN TREMD) SELOW  C.A.S. #:
	TEM ONLY IN BOX A, B, C, & D Wong
TYPE OF 1. DOUBLE WALLED 3.S. SYSTEM 2. SINGLE WALLED 4.S.	STAINLESS STEEL 3 FIBERGLASS 4 STEEL CLAD W/FIBERGLASS BRINFORCED PLASTIC
TANK 5 CONCRETE 6 P MATERIAL 9 BRONZE 10	OLYVINYA CHLORIDE 7 ALUMBAM 8 100% METHANOL COMPATIBLE FRP  GALVANIZED STEEL 95 UNKNOWN 98 OTHER
INTERIOR	ALKYD LINING 3 EPOXY LINING 4 PHENOLIC LINING  JALINED 55 LINKNOWN  100% METHANGL? 59 OTHER
CORPORION 1 POLYETHENE WRAP 2 1	TAR OR ASPHALT 3 VINVL WRAP 4 FIBERGLASS REINFORCED PLASTIC
I. CONNOUN	NONE 95 UNKNOWN 98 OTHER
PROTECTION 5 CATHODIC PROTECTION 91	[18] [18] [18] [18] [18] [18] [18] [18]
PROTECTION 5 CATHODIC PROTECTION 91  PIPING INFORMATION CIRCLE A IF A  SYSTEM TYPE (A U) I SUCTION A	NONE 95 UNKNOWN 98 OTHER  SBOVE GROUND, U IF UNDERGROUND, BOTH IF APPLICABLE  U 2 PRESSURE A U 3 GRAVITY A U 91 190NE A U 95 UNKNOWN A U 99 OTH
PROTECTION 5 CATHODIC PROTECTION 91  PIPING INFORMATION CIRCLE A IF A  L SYSTEM TYPE (A U) SUCTION A  CONSTRUCTION (A U) SINGLE WALLED (A  A U STEEL/SHON A  CONSTRUCTION (A U) STEEL/SHON (A U) STE	NONE 95 UNKNOWN 98 OTHER  ABOVE GROUND, U IF UNDERGROUND, BOTH IF APPLICABLE  U 2 PRESSURE A U 3 GRAVITY A U 91 NONE A U 95 UNKNOWN A U 96 OTHE  U 2 DOUBLE WALLED A U 3 LINED TRENCH A U 91 NONE A U 95 UNKNOWN A U 98 OTHE  U 2 STAINLESS STEEL A U 3 POLYVINYL CHLORIDE (PVC) A U 4 FIBERIOLASS PIPE A U 91 NONE  U 6 CONCRETE A U 7 STEEL CLAD W/FRP A U 8 108% METHANOL COMPATIBLE FRP
PROTECTION 5 CATHODIC PROTECTION 91  PIPING INFORMATION CIRCLE A IF A  SYSTEM TYPE A U I SUCTION A  CONSTRUCTION A U SINGLE-WALLED A  MATERIAL A U 5 ALUMINUM A  A U 9 GALVANIZED STEEL A  EAK DETECTION SYSTEM CIRCLE  1 VISUAL CHECK P 32 INVENTORY RECON	NONE 95 UNKNOWN 98 OTHER  ABOVE GROUND, U IF UNDERGROUND, BOTH IF APPLICABLE  U 2 PRESSURE A U 3 GRAVITY A U 91 NONE A U 95 UNKNOWN A U 98 OTHE  U 2 DOUBLE WALLED A U 3 LINED TRENCH A U 91 NONE A U 95 UNKNOWN A U 98 OTHE  U 2 STAINLESS STEEL A U 3 POLYVINYL CHLORIDE (PVC) A U 4 FIBERICLASS PIPE A U 91 NONE  U 6 CONCRETE A U 7 STEEL CLAD W/FRP A U 8 108% METHANOL COMPATIBLE FRP  U 95 UNKNOWN A U 99 OTHER  P FOR PRIMARY, OR \$ FOR SECONDARY, A PRIMARY LEAK DETBOTTON SYSTEM MUST BE CIRCLED ICILIATION P \$ 3 VADOSE WELLS P \$ 4 ELECTRONIC MONITOR P \$ 5 5 GROUND WATER MONITORING WELL
PROTECTION 5 CATHODIC PROTECTION 91  PIPING INFORMATION CIRCLE A IF A  SYSTEM TYPE A D SUCTION A  CONSTRUCTION A U STREEL/FRON A  MATERIAL A U 5 ALUMINUM A  U 9 GALVANIZED STEEL A  EAK DETECTION SYSTEM CIRCLE  1 VISUAL CHECK P 32 INVENTORY RECON  8 PRECISION TESTING P 8 7 PRESSURE TESTING	NONE 95 UNKNOWN 98 OTHER  KBOVE GROUND, U IF UNDERGROUND, BOTH IF APPLICABLE  U 2 PRESSURE A U 3 GRAVITY A U 91 NONE A U 95 UNKNOWN A U 95 OTHE  U 2 DOUBLE WALLED A U 3 LINED TRENCH A U 91 NONE A U 95 UNKNOWN A U 99 OTHE  U 2 STAINLESS STEEL A U 3 POLYVINYL CHLORIDE (PVC) A U 4 FIBERCILASS FIBE A U 91 NONE  U 6 CONCRETE A U 7 STEEL CLAD W/FRP A U 8 108% METHANOL COMPATIBLE FRP  U 95 UNKNOWN A U 99 OTHER  P FOR PRIMARY, OR \$ FOR SECONDARY A PRIMARY LEAK DETBOTION SYSTEM MUST BE CIRCLE  ICILIATION P \$ 3 VADOSE WELLS P \$ 4 ELECTRONIC MONITOR P \$ 5 GROUND WATER MONITORING WELLS  I P \$ 91 NONE P \$ 95 UNKNOWN P \$ 98 OTHER
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## STATE OF CALIFORNIA

WATER RESOURCES CONTRACTOR

FORM 'B':

## UNDERGROUND STORAGE TANK PROGRAM

**(B)** 

MARK ONLY ONE ITEM	2 INTERIM PERMIT 4 AMENI	EWAL PERMIT 5 CHANGE OF INFORMATION 7 PERMANENTLY CLOSED TAIL NDED PERMIT 6 TEMPORARY TANK CLOSURE 8 TANK REMOVED.
FACILITY/SITE NA	HE MAIERE TANK IS INSTALLED: HUTC	CH'S CAR WASH FARM TANK-YES NG
ANK DESCRI	PTION COMPLETE ALL ITEMS - IF UNI	
A. OWNERS TANK!		B. MANUFACTURED BY:
G. YEAR INSTALLED	1961/1980	D. TANK CAPACITY IN GALLONS: 10,000
ANK CONTE	UTS IF (A.1), IS MARKED, COMPLET	TE ITEM C. IF (A.1), IS NOT MARKED, COMPLETE ITEM D
A 1 MOTOR VE 3 CHEMICAL 6 MAZARDOL	RRODUCT 4 OIL	B. C. S. J. UNLEADED
D. IF NO MOTOR V	EHICLE FUEL, ENTER NAME OF STANCE STORED & C.A.S. #	C.A.S.#
TANK CONST		M BOY A B C A D
<del>/</del>		
Y TYPE OF SYSTEM	1 DOUBLE WALLED 3 SINGLE WALLED W 2 SINGLE WALLED 4 SECONDARY CON	
orotem		
B. TANK	1 STEEL/GROW 2 STAINLESS STEEL	트리스 <mark>트로</mark> 이 중인 이 이 트 <b>트</b> 이 아름이는 이루워지않아요! # 플루션 가능 점점 설렜다.
MATERIAL	5. CONCRETE 6 POLYVINYL CHLOR	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
	9 BRONZE 10 GALVANIZED STE	
C. INTERIOR	1 RUBBER LINED 2 ALKYO LINING	3 EPOXY LINING 4 PHENOLIC LINING
LINING		
	IS LINING MATERIAL COMPATIBLE WITH 100% METHANOL	
o. CORROSION [	1 POLYETHLENE WRAP B-TAR OR ASPHALT	T 3 VINYA WRAP 4 FIBERGLASS REINFORCED PLASTIC
PROTECTION [	5 CATHODIC PROTECTION 91 NONE	95 UNKNOWN 99 OTHER
PIPING INFO	MATION CIRCLE A IF ABOVE GROL	UND, <b>U</b> IF UNDERGROUND, <b>BOTH IF APPLICABLE</b>
A. SYSTEM TYPE	(A U SUCTION A U 2 PRESS	
B. CONSTRUCTION	I SINGLE WALLED A U 2 DOUBL	BLE WALLED A U 3 LINED TRENCH A U 91 NOME A U 66 UNKNOWN A U 39 DTF
C. MATERIAL	A U 5 STEEL/FRON A U 2 STAINI A U 5 ALUMINUM A U 6 CONCI A U 9 GALVANIZED STEEL A U 95 UNKA	CRETE A U 7 STEEL CLAD W/FRP A V 8-108% METHANOL COMPATIBLE FRP
EAK DETECT	MON SYSTEM CODE P COR DOM	MARY, OR S FOR SECONDARY, A PRIMARY LEAK DETECTION SYSTEM MUST BE CIRCLE
The second of th		A CONTRACTOR OF THE CONTRACTOR
S DPRECIBION TO		PS 3 VADOSE WELLS PS 4 ELECTRONIC MONTOR PS 5 GROUND WATER MONTORING WE PS 91 NONE PS 95 UNKNOWN PS 99 CTHER
and several and several	N ON TANK PERMANENTLY C	the state of the s
		TIMATED QUANTITY OF 3. WAS TANK FILLED WITH
A second of the		STANCE REMAINING IN GALLONS INERT MATERIAL? YES [ ]
THIS ECON U	AS REEN COMPLETED LINDER PENALT	YOF PERJURY, AND TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT.
The second secon	JANTS NAME (PRINTED & SIGNATURE)	
4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	EN K. HUTCHISON	W 47-89
· · · · · · · · · · · · · · · · · · ·	CY USE ONLY	
The state of the s	के हैं र न्याप्तिस्पेष्ट र इंटर अध्योक्तिक करते । अपने प्राप्तिक करते हैं । अपने व	
COUNTY#	JURISDICTION# AGENC	TANK ID #
	MATY BAPALITY IN A	APPROVED BY MAME
CURRENT LOCAL AG		
CLERRENT LOCAL AG		HT APPROVAL DATE PERMIT EXPIRATION DATE

#### WATER RESOURCES CONTR

FORM 'B': **TANK** 

#### UNDERGROUND STORAGE TANK PROGRAM TANK PERMIT APPLICATION INFORMATION



COMPLETE A SEPARATE FORM WITH THE FOLLOWING INFORMATION FOR EACH TANK.

MARK ONLY 1 NEW PERMIT 3 RENEWAL PERMIT 5 CHANGE OF INFORMATION 7 PERMANENTLY CLOSED TAIL ONE ITEM 2 INTERIM PERMIT 4 AMENDED PERMIT 6 TEMPORARY TANK CLOSURE 8 TANK REMOVED									
	FACILITY/SITE NAME WHERE TANK IS INSTALLED: HUTCH'S CAR WASH FARM TANK-YES NO						NK - YES NO		
		TION COMPLETE ALL				Z	<u> </u>		
•	A. OWNERS TANK ID		TEMO - IF ORMOWN C		UFACTURED BY:				
	C. YEAR INSTALLED	1961/1980		D. TAN	CAPACITY IN GAI	LLONS: 5000			
Ł	<u> </u>		ED COMPLETE ITEM C II		· · · · · · · · · · · · · · · · · · ·				
••	TANK CONTENTS IF (A.1), IS MARKED, COMPLETE ITEM C. IF (A.1), IS NOT MARKED, COMPLETE ITEM D.  A V1 MOTOR VEHICLE FLIE 2 PETROLEUM B. C. V1 UNLEADED 2 LEADED 3 DIESEL								
	A. 1 MOTOR VEHICLE FUEL 2 PETROLEUM B. C. 1 UNLEADED 2 LEADED 3 DIESEL 3 CHÉMICAL PRODUCT 4 OIL 5 JET FUEL 6 AVIATION GAS								
	5 HAZARDOUS 80 EMPTY 95 UNKNOWN 2 WASTE 7 METHANOL 99 OTHER (DESCRIBE IN ITEM D, BELOW								
	2	HICLE FUEL, ENTER NAME O STANCE STORED & C.A.S. #	DF		<u> </u>	C.A.S. #:			
11.	TANK CONST	RUCTION MARK ON	E ITEM ONLY IN BOX A, B,	C, & D	44 A				
	A. TYPE OF	1 DOUBLE WALLED	· · ·	120	95 UNKNOWN				
	SYSTEM	2 SINGLE WALLED	4 SECONDARY CONTAINMENT	ş	99 OTHER				
	15x	1 STEEL/IRON	2 STAINLESS STEEL 3	FIBERGLASS	4 STEEL CLAD	W/FIBERGLASS REINFORCED PLAS	STIC		
	B. TANK MATERIAL	5 CONCRETE	=	ALUMINUM	8 100% METH	ANOL COMPATIBLE FRP			
	MATERIAL _	9 BRONZE	10 GALVANIZED STEEL 99	UNKNOWN	99 OTHER		*		
		1 RUBBER LINED	2 ALKYD LINING 3	EPOXY LINING	4 PHENOLIC L	INING			
	C. INTERIOR LINING	5 GLASS LINING	6 UNLINED		95 UNKNOWN				
		IS LINING MATERIAL COMPATIBLE W	ITH 100% METHANOL?	S NO	99 OTHER				
	D. CORROSION PROTECTION	1 POLYETHLENE WRAP 5 CATHODIC PROTECTION		VINYL WRAP 5 UNKNOWN	4 FIBERGLASS 99 OTHER	REINFORCED PLASTIC			
		<u> </u>							
V.	. PIPING INFOR	(A U) SUCTION	F ABOVE GROUND, U IF U	A U 3 GR		91 NONE A U 95 UN	IKNOWN A U 99 OTHER		
	B. CONSTRUCTION	A U 1 SINGLE WALLED	A U 2 DOUBLE WALLED	A U 3 LIN		91 NONE A U 95 UN			
	A U 2 STAINLESS STEEL A U 3 POLYVINYL CHLORIDE (PVC) A U 4 FIBERGLASS PIPE A U 91 NONE								
	C. MATERIAL	A U 5 ALUMINUM  A U 9 GALVANIZED STEEL	A U 6 CONCRETE A U 95 UNKNOWN	A U 7 STE A U 99 O	EL CLAD W/FRP THER	A U 8 100% METH	ANOL COMPATIBLE FRP		
ı.	LEAK DETECT	ION SYSTEM CIRCL	E P FOR PRIMARY, OR S	FOR SECON	DARY, <b>A PRIMARY</b>	LEAK DETECTION SYST	EM MUST BE CIRCLED.		
	P S 1 VISUAL CHECK	P \$ 2 INVENTORY REC	CONCILIATION P S 3 VADO	SE WELLS P	8 4 ELECTRONIC N	MONITOR P \$ 5 GROUNE	WATER MONITORING WELLS		
(	P \$ 6 PRECISION TES	STING P S 7 PRESSURE TEST	ING P S 91 NON	<u> </u>	8 95 UNKNOWN	P \$ 99 OTHER			
/1		N ON TANK PERMA			E .				
	1. ESTIMATED DATE LAST USED (MO/YR)  2. ESTIMATED QUANTITY OF SUBSTANCE REMAINING IN  GALLORS  3. WAS TANK FILLED WITH INERT MATERIAL?  YES NO								
	THIS FORM HAS BEEN COMPLETED UNDER PENALTY OF PERJURY, AND TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT.								
APPLICANT'S NAME (PRINTED & SIGNATURE)									
ALLEN X. HUTCHISON 11-9-89									
LOCAL AGENCY USE ONLY									
	COUNTY#	JURISDICTION #	AGENCY#		FACILITY ID #		TANK ID#		
		š		1 1			6× ,		
	CURRENT LOCAL AGE	INCY FACILITY ID #		APPROVED B	/ NAME	PHONE	WITH AREA CODE		
	PERMIT NUMBER PERMIT APPROVAL DATE PERMIT EXPIRATION DATE								
	CHECK # PERMIT AMOUNT SURCHARGE AMT. FEE CODE RECEIPT # BY:								
	CHECK#	PERMIT AMOUNT	SURCHARGE AMT.	ree C	VJE	THE PROPERTY IT			

Hutch's Car Wash

SHERMAN INDUSTRIES P.D.Q. MFG. CO.

1367 "A" STREET HAYWARD, CALIFORNIA 94541

(415) 538-9288

2/21/81

ALAMEDA COUNTY
DEPT. OF ENVIRONMENTAL HEALTH
MAZARDOUS MATERIALS

February 14, 1989

Ms. Kathryn Shissick Alameda County Hazardous Material 80 Swan Way Room 200 Oakland, CA 94602

Dear Kathryn:

I'm enclosing my letter to the Eden Consolidated Fire Department which explains what you and I discussed on the phone. You asked me how we would clean the tanks after taking out the fuel. We would air flush them for 60 days and then if necessary, power wash them. Thank you.

Sincerely,

Allen R. Hutchison Hutch's Village Car Wash 17945 Hesperian Blvd. San Lorenzo, CA 94580

ARH:jj

3/17/89

Spoke with Mr. Hutchison le has 3 UST (2-5,000 gals

1-10,000); will use all 3

tanks to store water rather

than fuel. Tanks will only contain

clear/clean water Tanks

contained only unkaded gasoline.

E Chow

3/20/89

Per disc. w/ Mr. Hutcheron,
he does not want to store
fuel in these tank ever again;
therefore the tank "closure"
would be permanent (not
temporary) and "abandonment
in place "procedures are
appropriate.

M. Chesilo



Department of Environmental Health Hazardot Materials Division 80 Swan Way, Room 200 Oakland, CA 94621

Certified Mailer #: p 833 981 200

March 17, 1989

Mr. Allen R. Hutchison Hutch's Car Wash 1367 "A" Street Hayward, California 94541

See UST file - these tomber contained fiel as of

Subject: Use of Underground Storage Tanks for Clean Water Storage 4/89 at Hutch's Village Car Wash, 17945 Hesperian Blvd., San Lorenzo, California 94580

Dear Mr. Hutchison:

We have received and reviewed your letter dated February 14, 1989 in which you propose to convert the use of your three underground storage tanks (2-5,000 gallon tanks, 1-10,000 gallon tank) from storage of unleaded gasoline to storage of clean water. Because the tanks will no longer be used to store hazardous materials, they will be considered to be closed in place and must therefore be closed according to CCR Title 23 Section 2672 (c) and (d). This involves:

- 1) removal of all residual liquids and sludges from the tanks;
- removal and disposal or flushing and capping of all piping associated with the tanks;
- 3) sampling and analysis of the final tank rinse water for the constituents listed in item 4);
- 4) collection of one soil sample per Regional Water Quality Control Board guidelines - beneath each end of each tank and beneath associated piping at the rate of one soil sample per 20 lineal feet of piping. Each soil sample shall be analyzed for:

Total petroleum hydrocarbons, gasoline standard (by GCFID);

benzene, toluene, xylene, and ethylbenzene (by Method 8240 or 8020); and

any other hazardous substances previously stored in the tanks.

and

5) placement of a notice in the property deed which describes the exact vertical and areal location of the closed underground storage tanks, the hazardous substances they contained, and the closure method.

Page 2 of 2 Mr. Hutchison Hutch's Village Car Wash March 17, 1989

To ensure that the proper procedures will be performed during the tank closure process, you must complete and submit three copies of the Underground Tank Closure Plan and receive plan approval from our office before beginning work. In addition, you must also obtain approval of Eden Consolidated Fire Department before commencing your tank work.

A blank copy of the closure plan is enclosed for your convenience. To cover our costs for plan review please submit a deposit check for \$663 payable to Alameda County at the time of plan submission.

If you have any questions concerning this letter, please contact Katherine Chesick, Hazardous Materials Specialist, at 271-4320.

Sincerely,

PLG. SLU

Rafăt A. Shahid, Chief Hazardous Materials Division

RAS: kac

cc: Jim Ferdinand, Eden Consolidated Fire Department
Katherine Chesick, Alameda County Hazardous Materials Division

P 833 981 200

#### RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED NOT FOR INTERNATIONAL MAIL (See Reverse)

Street and No.		RENDER! Camplete Items 1 and	2 when additional a	ervices are desired, and wantebes formit
P.O., State and ZIP Code		Put your address in the "RETURN T	O" Space on the reve	rise side. Fallure to do this will prevent this will provide you the name of the person
Postage	S	delivered to and the date of delivery.  postmester for fees and check box(es)  1. Show to whom delivered, date,	For additional services	he following services are available. Consult (s) requested.
Certified Fee		↑(Extra charge)↑		† (Extra charge) †
Special Delivery Fee		3. Article Addressed to: Mr. Alten Hutc		4. Article Number P 833 981 200
Restricted Delivery Fee		Hutch's car v		Type of Service: Registered Insured
Return Receipt showing to whom and Date Delivered		Hayward, CA	94541	Certified COD Express Mail
Return Receipt showing to whom, Date, and Address of Delivery		_	ME	Always obtain signature of addresses or agent and DATE DELIVERED.
TOTAL Postage and Fees	S	5. Signature – Addressee	1 1	8. Address 's Address (QNLY) if requested and fee paid)
Postmark or Date		6. Signature – Agent  X. Maline Chill	vos -	3/2/
		7. Date of Delivery	<b>A</b>	STE PROGRAM

February 14, 1989 Eden Consolidated Fire Dept. Dept. of Hazardous Material Dear Sir: We would like to change the use of our gas tanks and use them for the storage of water. I am enclosing our certificate tank test which we had done and passed as per your ordinance December 14, 1988. We intend to install a solar system to heat our water and we need a large storage capacity to do this. We have done this in other locations and it has worked out well. Thank you for your consideration. Sincerely, Allen R. Hutchison Hutch's Village Car Wash San Lorenzo, CA ARH:jj

# CERTIFICATE OF PRECISION LEAK TEST

Certification # 887995

Associated Environmental Systems, Inc. has tested and certifies the following:

				monning.	
ATE: 12/	14/88	CERTIFIED	TESTER:	TCR	# 88141
OCATION: H	utch's C	ar Wash	17945 He	sperian Blvd,	San Lorenzo, CA
ANKS: 5K S/UL 10K R/UL 5K DSL	TANK PASS PASS PASS	LINE PASS PASS PASS XXXX	PROD/LINE PASS PASS PASS XXXX	ANY FAIL	URE LISTED MAY REQUIRE ATION OF AGENCY.
××××××××××××××××××××××××××××××××××××××	×××× ××××	XXXX	XXXX	Rece	ntification Date Recommended





ASSOCIATED ENVIRONMENTAL SYSTEMS, INC. P.O. BOX 80427 77-0095318
BAKERSFIELD, CA 93380
(805) 393-2212

BILLI	NG ORDER		12/19/88	•	1NVC	DICE NUMBER	7995			
INVOIC	E ADDRESS:		TANK LOCATIO	N:		TAKEN BY:	Barbara			
					.77	DATE TAKEN	12/06/88			
Hutch	's Car Wash		Hutch's Car Wash			SALESMAN:	TERR.:			
1367	"A" Street		17945 Hespe	erian Blv	d	TECHNICIAN: TCR				
Haywa	rd, CA 94541		San Lorenzo	o, CA		COUNTY: AL				
	·			•		CO. NOTIFIED	12-7-88			
					-C-17.	P.O.#:	·			
CONTAC	r: Kirk Hutchins	on	CONTACT: Kirk	< Hutchin	son	TEST DATE:	12/14/88			
PHONE:	415-538-9274		BHONE:	-538-9274		TEST TIME:	0600			
	BENCY CONTACT:				HONE:		· <del>-</del>			
TANK	SIZE	F	PRODUCT	ſ	NFORMATIO	N				
1	5K	<del></del>	/UL							
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3	5K	D	SL				· ·			
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### Associated Environmental Systems, Inc.

P.O. Box 80427 Bakersfield , CA 93380 (805) 393-2212

#### PRECISION TANK & LINE TEST RESULTS

Invoice Address:

Tank Location:

W.O.#: 7995

HUTCH'S CAR WASH 1367 A STREET

HUTCH'S CAR WASH 17945 HESPERIAN BLVD.

I.D. Number: N/A

HAYWARD, CA. 94541

SAN LORENZO, CA.

Technician:TCR

Tech.#:88148 Van#:6104

End: 10:00 County: AL

Contact: KIRK HUTCHINSON

Facility Phone#: 415-538-9274 Groundwater Depth: 15 FT+ Blue Prints: N/A Date: Time system was filled: 12 HOURS+

Tank	Tank Capacity	Product	Tank	Fill/Vent Vapor Lines	Product Line	Type Of Vapor Recovery	Inches of Water/Tank	Pump Type	Tank Material
1 2	5K 10K	S/UL R/UL	PASS PASS	PASS PASS	PASS PASS	II II	0	TUR TUR	SWS DWF
- 3 4 5	5K	DSL	PASS	PASS	N/A	ĨĨ	Ö	TUR	SWS

Additional Information: 5K DSL TANK WAS FILLED WITH WATER, ALSO THERE WAS NO PRODUCT LINE HOOKED UP.BECAUSE THEY NO LONGER SELL DSL.

SITE LOG	TIME
Set Up Equip:	06:00
Bled Product Lines:	N/A
Bled Vapor Lines:	N/A
Bled Vent lines:	N/A
Bled Turbine:	N/A
Bled Suction Pump:	N/A
Risers Installed:	N/A

- a) These results obtained using the patented A.E.S./Brockman system.
- b) This system and method meets the criteria set forth in NFPA #329.
- c) Any failure listed above may require further action, check with all regulatory agencies.

Certified Technician Signature: Ly C R Les Date: 13/14/88

#### DEALER CONTRACT



THIS IS AN AGREEMENT dated	April 25, 1986	6, between SHELL	OIL COMPANY,
THIS IS AN AGREEMENT dated  3468 Mt. Diablo Blvd., Suite B-103  Lafayette, CA 94549	("Shell") and	FREMONT CAR WASH.	INC.
17945 Hesperian Blvd. San Lorenzo.	CA 94580	("Dealer").	

- 1. DEFINITIONS. As used in this Contract, whether in the singular or plural:
- (a) alteration shall mean any addition or change to, or modification, removal or replacement of, any building, improvement or equipment at Dealer's Station;
- (b) business entity shall mean any legal entity which is not a natural person, including, without limitation, a partnership, corporation, trust, estate or association;
- (c) <u>Dealer's Station</u> shall mean the motor fuel dispensing station to be operated by Dealer hereunder, including the land occupied for such use, and the buildings, improvements and equipment now or hereafter comprising the station on the land;
- (d) expiration shall mean the coming to an end of the term specified in article 4 , or of any extension thereof provided in article 23 or otherwise agreed to in writing by Shell and Dealer;
- (e) law shall mean any applicable statute, constitution, ordinance, regulation, rule, administrative order or other requirement of any Federal, state or local government agency or authority, which, unless otherwise specified herein, is in effect either at the time of the execution of this Contract or any other time during the term;
- (f) maintenance shall mean, unless the context otherwise indicates, maintenance, repairs, replacement, inspection, repainting and cleaning.
- (g) nonrenewal shall mean a failure by Shell to continue or extend this Contract at the conclusion of the term specified in article 4, or of any extension thereof provided in article 23 or otherwise agreed to in writing by Shell and Dealer;
  - (h) Petroleum Products shall mean "Shell" motor fuels and automotive lubricants;
- (i) Shell's Identifications shall mean any of Shell's trademarks, brand names, service marks or color schemes;
- (j) Shell's Plant shall mean Shell's distributing plant from which deliveries of Petroleum Products are ordinarily made to Dealer under this Contract; and
- (k) termination shall mean the ending of the term for any reason before expiration, as defined herein.
- 2. PURPOSE. Shell's Identifications have come to represent to the motoring public the manufacture and sale of quality petroleum and automotive products, as well as the operation of distinctive automobile service stations and motor fuel dispensing stations. The standards and requirements established for compliance by Dealer in this Contract are for the purpose of preserving and continuing the consuming motoring public's confidence in and acceptance of Shell's Identifications, to the benefit of such consumers, Shell, Dealer and all other authorized Shell dealers. Dealer, who desires to operate a Shell sutomobile service station or motor fuel dispensing station as an independent businessman, recognizes the need for Dealer's compliance with such standards and requirements to prevent detriment and injury to such consumers and Shell, as well as to Dealer and such other dealers.
  - 3. CRANT SHELL'S IDENTIFICATIONS.
- 3.1 General. Shell hereby grants to Dealer the right to use Shell's Identifications to identify Dealer's Station as a "Shell" station and to identify and advertise at Dealer's Station for sale the Petroleum Products and other "Shell" products Dealer may purchase for resale. However, Dealer shall not sell, under Shell's Identifications, any products other than Shell products, or any mixture or adulteration of any of the Shell products with each other or with any other product or material. If adulteration of any of the Petroleum Products or uses Shell's Identifications in a manner which

deceives or causes a likelihood of confusion to the motoring public, or if this Contract terminates for any reason, Dealer shall immediately and completely discontinue the use of Shell's Identifications. All signs and other advertising devices, heretofore and hereafter furnished hereunder by Shell to Dealer; shall remain Shell's property, shall be used solely in connection with Dealer's sale of Shell products, and shall be returned to Shell immediately upon demand.

- 3.2 Monexclusive. Nothing in this Contract shall be construed as a grant of an exclusive ritory to Desler for the marketing of any Shell products, or as a restriction upon the right of the market its products to any purchasers in any area.
- and ending on May 31, 1989 unless extended pursuant to article 23 or otherwise by written agreement, may be terminated by Shell as provided in the succeeding articles hereof.
- 5. PLACE OF BUSINESS RELINQUISHMENT. Dealer shall be responsible for maintaining, as Dealer's Station, a place of business suitable for the exercise of the rights granted Dealer hereunder which shall be of an architectural design, style, color scheme and layout acceptable to and approved by Shell as being in accordance with Shell's customary motor fuel station standards and specifica-

tions. Dealer's Station, as presently located at 1367 "A" Street

Hayward, CA 94541 , is so approved by Shell. Without Shell's prior like approval, Dealer shall not make any alterations of Dealer's Station, or construct any additional buildings or structures thereat. If Dealer either fails to maintain a suitable place of business as above provided for any period of 60 consecutive days or fails to maintain at Dealer's Station a representative amount of Shell motor fuels for resale to the public for any period of seven consecutive days, Dealer shall be deemed to have relinquished Dealer's rights and interest hereunder, and this Contract may be terminated by Shell at any time thereafter while such condition continues on notice (or advance notice if and as required by law) to Dealer, without prejudice to any other rights or remedies Shell may have hereunder or by law.

6. USE. Except with the prior written consent of Shell, Dealer's Station shall be used for operation of the motor fuel dispensing station existing on the date of this Contract, or existing upon completion of any such station proposed or under construction on the date of this Contract, including the retail sale of petroleum products and carry-out automotive accessories, but excluding any automotive repairs or services except such incidental services as are normally provided to vehicles receiving motor fuel while at the motor fuel dispensing driveway area. Subject to article 11.1(1), Dealer may operate vending machines or merchandise sundry convenience items from neat displays at Dealer's Station for the convenience of Dealer's customers, but Dealer shall not permit any consumption of intoxicating beverages or use of illegal drugs on the Station premises. Dealer shall not maintain or permit any animal or condition at Dealer's Station which threatens the health, safety or well-being of customers. Dealer shall comply with all laws, licenses and permits relating to Dealer's Station or any use thereof or to any act or activity thereat, including, without limitation, any such laws, licenses and permits pertaining to environmental protection; and Dealer shall not commit or permit any fraudulent or illegal act or activity at Dealer's Station or in connection with Dealer's performance of this Contract.

#### 7. PRODUCTS - QUANTITIES.

7.1 Products - Quantities - Quality. Shell shall sell and deliver to Dealer, and Dealer shall purchase and accept from Shell, such quantities of Petroleum Products as Dealer shall order from time to time during the continuance of this Contract for delivery at Dealer's Station, but during each calendar month or calendar year, as the case may be, not less than half nor more (except at Shell's option) than all of the following specified quantities of such Products (in thousands of gallons, unless otherwise indicated):

MOTOR	TOTAL STREET	CHARTITIES
MULLIM		CONTRACTOR S

PRODUCT	JAN	FEB	MAR	APR	MAY	אטנ	JUL	AUG	SEP	OCT	NOA	DEC
GASOLINE	60	60	60	60	60	60	60	60	60	`60 <sup>÷</sup>	60	60

The Petroleum Products shall be of the kinds, grades, brands and quality being sold generally by Shell, at the time of delivery, from Shell's Plant. The foregoing specified volumes of Petroleum Products shall be subject to reduction or adjustment pursuant to any applicable Federal or state

mandatory or voluntary allocation program which may be in effect at any time, and, whether or not any such allocation program exists, shall further be subject to reduction or discontinuance in accordance with article 16.

- 7.2 Change Discontinuance. Shell may at any time or times change the grade, specifications, characteristics, delivery package, brand name or other distinctive designation of any product, and such product as so changed shall remain fully subject to this Contract. Shell may at any time discontinue the sale of any products at Shell's Plant or other place from which deliveries are ordinarily made hereunder, in which event both Shell and Dealer shall be relieved of any further obligation hereunder with respect thereto.
- 7.3 Unleaded Casolines. Any failure by Dealer to comply with any provision of the agreement entitled "Dealer Unleaded Casoline Compliance Contract" entered into by Shell and Dealer heretofore or concurrently herewith shall also be deemed to constitute a default or breach under this Contract.
- 8. PRICES TERMS. The prices shall be: (a) for motor fuels, Shell's listed direct dealer prices for the respective grades and brands delivered, in effect on the date and for the place of delivery; and (b) for lubricants or any other Shell products, Shell's direct dealer listed prices for the respective grades, brands, containers and quantities delivered, in effect on the date and for the place of delivery, including any applicable listed quantity differentials. Such listed prices may be ascertained at Shell's offices first herein specified or at Shell's Plant or such other place as may be designated by Shell. These of shell now Shell for products at the time of delivery by cash, carribe designated by Shell. Dealer shall pay Shell for products at the time of delivery by cash, certified or cashier's check, postal money order, or a combination of the foregoing, as Shell may specify by reasonable advance notice to Dealer, or on such credit or other payment terms as Shell may elect to extend, which may be altered or revoked by Shell at any time by, and effective upon, notice to Dealer (either of which said notices may be given by telephone or regular mail).

#### 9. DELIVERIES.

- 9.1 General. Deliveries shall be made at Dealer's Station by any means of transportation and in containers Shell may select. Shell shall not be obligated to make any delivery outside of its usual business hours or, as to motor fuels, in any quantity less than the maximum full load delivery permitted by law.
- 9.2 Change. Shell shall have the right from time to time to change the place of delivery of any product from destination (i.e., Dealer's Station) to origin (i.e., Shell's Plant) or from origin to destination, and to change any origin to a new one designated by Shell, by giving Dealer at least 15 days' prior notice or such other notice as may be reasonable in emergency situations. Such notice shall specify the new place of delivery and, for Dealer's information, Shell's then-current listed direct dealer price for the affected product, f.o.b. that place. If origin delivery is designated in any such notice, Shell shall be responsible for providing or arranging for transportation of the product, at Dealer's expense, from the origin point to Dealer's Station at rates not exceeding those generally available from common carriers from time to time.
- 10. TRAINING. If Dealer is not already a Shell dealer on the date of this Contract, Dealer shall, prior to the beginning of the term hereof (or, with Shell's consent, as soon as practicable thereafter), satisfactorily complete Shell's initial training course designed for the operation of a motor fuel dispensing station. Shell will bear only those costs associated with the initial training as have been communicated to Dealer at or prior to the execution of this Contract. In addition to such initial training, Dealer shall subsequently participate in such advanced or refresher courses appropriate for a motor fuel dispensing station as Shell may offer from time to time. In connection with any such subsequent training, Shell shall bear the cost of the training center, instructor(s) and all training materials, but Shell will have no obligation to compensate Dealer for, or bear any of Dealer's personal expenses associated with, attendance. While participating in any training, Dealer shall never be deemed to be an employee, agent or servant of Shell nor in any way sligible to receive any of the benefits which normally accrue to employees of Shell.

  11. STANDARDS OF OPERATION AND APPEARANCE.
- 11.1 Standards. Dealer's Station shall be operated according to the following standards of operation and appearance developed by Shell:
- (a) <u>Herchandising</u>. Dealer shall diligently and efficiently merchandise and promote such Petroleum Products as may be purchased by Dualer hereunder under Shell's Identifications so as to maintain the good reputation and public acceptance thereof, and, to assure that end, shall keep Dealer's Station open for operation and fully illuminated at least 16 hours each day (from 6:00 A.M. to 10:00 P.M.). Such hours of operation shall be subject to adjustment if and as required by Lew.
- (b) Staffing. Dealer shall maintain an adequate and competent staff of employees, considering both the volume and nature of the business activity, to fulfill efficiently Dealer's obligations bergunder. Dealer shall have the basic responsibility to train Dealer's employees, but Shell may, at

its option, from time to time offer supplemental training for Dealer's employees at Dealer's Station or other location, either for a fee or without cost to Dealer. To the extent Dealer elects to have his employees participate in such training, Dealer or his employees shall bear any agreed fee and all personal expenses associated therewith. (c) <u>Customer Complaints</u>. Dealer shall conduct Dealer's operations in a professional and business-like manner in order to minimize customer complaints. Dealer shall respond to any customer complaints received in a prompt and courteous manner and take immediate action to correct or satisfactorily resolve each legitimate customer complaint. (d) <u>Meintenance - Housekeeping</u>. Dealer shall at all times maintain Dealer's Station (including adjacent sidewalks and driveways, easements and all landscaped areas) and Dealer's own property and equipment thereat in good condition and repair, and keep the same (including the rest rooms) neat, clean and orderly. (e) Vehicles - Other Mobile Equipment. The premises at Dealer's Station shall be kept clear of vehicles, other mobile equipment and obstructions which may restrict traffic flow, endanger customer safety or detract from appearance. Dealer's Station may not be used for the selling, lessing, parking or storing of motor vehicles, trailers, boats or other mobile equipment. (f) Uniforms. Dealer and Dealer's employees shall neatly wear clean uniforms of a type and style approved by Shell. (g) <u>Lighting</u>. Dealer shall use sufficient lighting and illuminated signs to provide full visibility of Dealer's Station, including enclosed areas, at all times while open for operation. (h) Signs. Dealer shall have the right to display in a neat and orderly manner at Dealer's Station, but not affixed to the exterior of any building, such briefly worded and professional-looking signs as are necessary to identify the products and services offered and their prices, but shall not display or use any other signs, posters, flags or pennants without Shell's approval, which shall not be unreasonably withheld. (i) Vending Equipment. Before installing or replacing any vending machine or display equipment for merchandising sundry convenience items at Dealer's Station, Dealer shall obtain Shell's prior written approval, which shall not be unreasonably withheld, as to its size, kind, appearance and placement. (j) Loitering. Dealer shall keep Dealer's Station free from loitering by persons who at the time have no proper business purposes thereon. 11.2 Appearance Ideas Book. Dealer acknowledges receipt from Shell of Shell's "Appearance Ideas" book, which provides guidelines of objectives as to the operating and appearance standards established for Shell automobile service stations and motor fuel dispensing stations. Dealer's Station shall be saintained in reasonable conformance with such book (as it applies to the permitted use of and operations at Dealer's Station) at all times during the period of this Contract. 12. INSPECTION. To the extent reasonably necessary to observe and verify Dealer's compliance with the terms of this Contract, Shell shall have the right, at all reasonable times, to enter Dealer's Station and to inspect the same, as well as such part of Dealer's books and records as may be material to a proper inquiry hereunder. 13. CREDIT CARDS. If and so long as Shell elects to issue or authorize credit cards or other credit identifications, and Dealer elects to honor them for purchases of authorized products and sercredit identifications, and Daaler elects to honor them for purchases of authorized products and services at Dealer's Station, Dealer shall so honor such cards and identifications for all authorized products and services sold at or from Dealer's Station, and account for all such transactions, in strict compliance with the terms and conditions appearing thereon and with the provisions of this article 13 and Shell's "Credit Card Sales Guide" ("Guide") furnished to Dealer (receipt of which Dealer acknowledges by executing this Contract), or in any revision made by Shell and furnished to Dealer. Shell shall accept from Dealer all authorized invoices issued on such cards or identifications, and credit to Dealer's account with Shell the net amount of each, less any service charge to Dealer by Shell on such credit sales then in effect under the Guide. Dealer shall refund to Shell on demand the amount an credited for each such invoice which was not surhorized, which is for Shell on demand the amount so credited for each such invoice which was not authorized, which is for say reason disputed by the customer or which is otherwise subject to chargeback under the Guide. If Dealer fails to comply with the provisions of this article 13 or the Guide, Shell may, at its option, limit or cancel Dealer's right to participate in Shell's credit card program. 1A. TAXES. Any tax, duty, fee or other governmental charge now or bereafter levied on any products delivered hereunder or on Shell, or required to be paid or collected by Shell, by reason of the transportation, storage, delivery, sale or use of the product, shall be paid by Dealer, in addition to the price of the product, insofar as not expressly included in that price.

- 15. CLAIMS. Shell shall have no liability to Dealer for any defect in quality or shortage in quantity of any products delivered unless Dealer gives Shell notice of Dealer's claim within (a) 48 hours after delivery for shortages in quantity of motor fuels or (b) within five days after delivery for quality or other quantity deficiencies (or within five days after the discovery of any latent defect in quality), and further provides Shell with reasonable opportunity to inspect the products and take and test samples thereof. Shell shell have no liability to Dealer for any other claim, and Dealer shall have no liability to Shell for any claim (except for indebtedness or relating to equipment) arising out of or in connection with any sales or deliveries of products by Shell to Dealer hereunder, unless the claimant gives the other party notice of the claim (setting forth fully the facts on which it is based) within 180 days after the date of the sale, delivery or other transaction or occurrence giving rise to the claim.
- 16. EXCUSED NONPERFORMANCE. Either party shall be excused from performance of its obligations under this Contract, except financial, when and to the extent that such performance is delayed or prevented by any cause reasonably beyond such party's control. If Shell's supply of any product at Shell's Plant is or will be insufficient, at any time for any reason, for Shell to fill all orders which normally are or would be filled therefrom (whether from contract or noncontract purchasers), which normally are or would be filled therefrom (whether from contract or noncontract purchasers), which normally are or would be filled therefrom the ended of apportion deliveries thereof among orders received from Dealer and from other purchasers, in such manner as Shell, in its reasonably exercised discretion, may determine, and Shell shall not be required to make up any such deficiency in deliveries. Without limitation, the foregoing shall apply to any insufficiency of supply resulting from Shell's voluntary or involuntary compliance with any law or directive, recommendation or request of any governmental authority or person purporting to be or to act for such authority.

#### 17. ASSIGNMENT - ENCUMBRANCE.

- 17.1 General. This Contract is personal to Dealer. Except as otherwise provided in this article 17 or by law, Dealer shall not assign or encumber Dealer's interest in this Contract, or assign any claim against Shell arising directly or indirectly out of or in connection with this Contract, or permit any other arrangement having similar effect of such an assignment or encumbrance, either voluntarily, involuntarily or by operation of law, without Shell's prior written consent, which consent shall not be unreasonably withheld. No consent to any assignment or encumbrance shall constitute a further waiver of the provisions of this article.
- 17.2 Particular Acts. Without limitation, each of the following acts shall be considered an assignment subject to article 17.1:
- (a) The transfer of this Contract upon death of Dealer, whether by will or operation of law.
- (b) Dealer becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act; or, if Dealer is a partnership or is composed of more than one person or business entity, if any partner of the partnership or any such person or business entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors, nor institutes a proceeding under the Bankruptcy Act; provided that, in any of the foregoing cases, Dealer or other affected party shall have 60 days in which to have an involuntary proceeding dismissed.
- (c) A writ of attachment or execution is levied on this Contract and not removed by Dealer within 10 days.
- (d) In any proceeding or action to which Dealer is a party, a receiver is appointed with authority to take over Dealer's interest in this Contract and such receiver is not removed within 60 days.
- (e) If Dealer is a partnership, a withdrawal or change (voluntary, involuntary or by operation of law) of any partner, or the dissolution of the partnership.
- (f) If Dealer is a corporation, any dissolution, merger, consolidation, or other reorganization, or other arrangement having similar effect, or the sale or transfer of any of the capital stock of Dealer.
- (g) If Dealer is composed of more than one person, any change of interest (voluntary, involuntary or by operation of law) of such person.
- 17.3 Shell's First Refusal Right. Dealer may not sell, transfer or assign Dealer's interest in this Contract without first offering in writing to sell, transfer or assign the same to Shell on terms and conditions which are the same as those of the proposed sale, transfer or assignment to the third party. If Shell declines or does not accept the offer within 30 days from its receipt thereof, Dealer may make the proposed sale, transfer or assignment to such third party if Shell gives its consent thereto as provided in article 17.1 hereof, but not at a lower price or on more favorable terms than

those so offered to Shell. If such sale, transfer or assignment to such third party is not consummated within four months from Shell's receipt of the foregoing offer to it, Desler shall re-offer the interest to Shell in accordance with the foregoing provisions.

## 18. TERMINATION BY SHELL - OTHER REMEDIES.

- 18.1 Termination. Subject to any limitations imposed by law, Shell may, at its option, terminate this Contract upon notice (or advance notice if and as required by law) to Dealer for any one or more of the following grounds:
- (a) failure by Dealer to comply with any provision of this Contract, which provision is both reasonable and of material significance to the relationship hereunder;
- (b) failure by Dealer to exert good faith efforts to carry out the provisions of this Contract;
- (c) occurrence of an event which is relevant to the relationship hereunder and as a result of which termination of this Contract is reasonable, including events such as:
  - (1) fraud or criminal misconduct by Dealer relevant to the operation of Dealer's Station;
  - (2) declaration of bankruptcy or judicial determination of insolvency of Dealer;
  - (3) continuing severe physical or mental disability of Dealer of at least three months duration which renders Dealer unable to provide for the continued proper operation of Dealer's Station;
  - (4) condemnation or other taking, in whole or in part, of Dealer's Station pursuant to the power of eminent domain;
  - (5) loss of Shell's right to grant the right to use Shell's Identifications;
  - (6) destruction (other than by Shell) of all or a substantial part of Dealer's Station;
  - (7) failure by Dealer to pay to Shell in a timely manner when due all sums to which Shell is legally entitled;
  - (8) failure by Dealer to operate Dealer's Station for seven consecutive days, or such lesser period which under the facts and circumstances constitutes an unreasonable period of time;
  - (9) willful adulteration, mislabeling or misbranding of motor fuels or other trademark violations by Dealer;
  - (10) knowing failure of Dealer to comply with Federal, state or local laws or regulations relevant to the operation of Dealer's Station;
  - (11) conviction of Dealer of any felony involving moral turpitude; and
  - (12) death of Dealer;
- (d) if this Contract is for a term of at least three years, or Dealer was offered a term of at least three years, a determination is made by Shell in good faith and in the normal course of business to withdraw from marketing of motor fuel through retail outlets in the relevant geographic market area in which Dealer's Station is located; and
- (e) any other ground for which termination is provided for hereunder or otherwise allowed by law.

15.2 Other Remedies. Any termination under the foregoing provisions of this article 15 shall be without prejudice to any other rights or remedies Shell may have hereunder or by law. All sums due by Dealer to Shell under the provisions of this Contract shall be payable by Dealer to Shell on demand, and shall bear interest therefrom at the rate of 5% per amum (or lesser maximum rate permitted by law) until paid. If Dealer defaults in payment of any indebtedness to Shell, in addition to the rights provided above, Shell shall have the right immediately to suspend deliveries bersunder and to apply any sums which Shell may hold for Dealer's account under this Contract to the payment of such indebtedness, without reliaving Dealer of any obligations otherwise existing to replace the sums so applied. Either party's right to require strict performance of the other's obligations hereunder shall not be affected in any way by any previous vaiver, forbearance or course of dealing.

- 19. DEALER'S INDEPENDENCE. Dealer is an independent businessman, and nothing in this Contract shall be construed as reserving to Shell any right to exercise any control over, or to direct in any respect the conduct or management of, Dealer's business or operations conducted pursuant to this Contract; but the entire control and direction of such business and operations shall be and remain in Dealer, subject only to Dealer's performance of the obligations of this Contract. Neither Dealer nor Dealer, subject only to Dealer's performance of the obligations of this Contract. Neither Dealer any person performing any duties or engaged in any work at Dealer's Station for or on behalf of Dealer shall be deemed an employee or agent of Shell, and none of them is authorized to impose on Shell any obligations or liability whatsoever.
- 20. INDEMNITY REPORTS. Dealer shall defend, indemnify and hold harmless Shell, its directors, employees and agents, to the fullest extent permitted by law, against all claims, suits, liabilities, judgments, losses and expenses (including, without limitation, attorneys' fees and costs of litigation, whether incurred for Shell's primary defense or for Shell's enforcement of its indemnification rights hereunder) arising out of any bodily/personal injury, disease or death of any persons or damage to or loss of any property (except Shell property to the extent Shell has responsibility therefor under any separate agreement), or pollution or cleanup costs or fines, caused by or happening in connection with the operation of Dealer's Station, even though caused concurrently by the negligence or fault of a party indemnified; but excepting any such injury, disease, death, damage or loss caused by the sole negligence or fault of a party otherwise indemnified or (b) defects in Shell products not caused or contributed to by any negligence or fault of Dealer or Dealer's employees, agents or contractors. Within 24 hours after every occurrence of any such injury, disease, death, damage or loss, tractors. Within 24 hours after every occurrence of any such injury, disease, death, damage or loss, Dealer shall report the same to Shell by telephone and shall promptly thereafter confirm the same by notice, including all circumstances thereof known to Dealer or Dealer's employees. Shell shall have not the duty, to participate in the defense and settlement of any such claim or litigation with attorneys of Shell's selection without relieving Dealer of any obligations hereunder. Dealer's obligations hereunder shall survive any termination of this Contract.
- 21. INSURANCE. Without in any way limiting any of Dealer's obligations or liabilities under Article 20 of this Contract or otherwise, Dealer shall maintain at all times, at Dealer's expense, insurance satisfactory to Shell of the minimum types and limits as follows:
- (a) Workers' compensation insurance, complying with any applicable state law, and employers' liability insurance with limit of \$100,000 each occurrence.
- (b) Comprehensive general liability or garage liability insurance (including, without limitation, coverage for operation of vehicles owned, non-owned or hired and loss of or damage to vehicles of others in Dealer's care, custody or control; products/completed operations; and contractual obligations assumed in article 20 hereof), with limits for bodily/personal injury and property damage combined of \$500,000 each accident or, alternatively, \$250,000 each person -- \$500,000 each accident for bodily/personal injury and \$100,000 each accident for property damage.

Any insurance maintained by Dealer pursuant to this Contract shall be regarded as primary insurance underlying any other applicable insurance. Dealer shall, prior to the beginning of the term of this Contract and when requested by Shell thereafter, provide Shell with evidence satisfactory to Shell showing that such insurance is in effect and will not be cancelled or materially changed without at least 30 days' prior written notice to Shell. Dealer shall further provide Shell with at least 30 days' prior written notice if any such insurance shall expire for any reason without being replaced with acquirelent coverage.

with equivalent coverage.

22. NOTICES. Except as otherwise specified herein, every notice hereunder shall be in writing 22. NOTICES. Except as otherwise specified herein, every notice hereunder shall be in writing and, subject to any requirements of law, may be given to Dealer by personal service or to either Dealer or Shell by certified letter or telegram, and, in the latter instances, shall be deemed given when er or Shell by certified letter or telegram, and, in the latter instances, shall be deemed given when the letter is deposited in the U.S. mail or the telegram with the telegraph company, postage or chargethe letter is deposited in the U.S. mail or the telegram with the telegraph company, postage or chargethe letter is deposited in the U.S. mail or the telegram with the telegraph company, postage or chargethe letter is deposited in the U.S. mail or the telegram with the telegraph company, postage or chargethe letter is deposited in the U.S. mail or the telegram with the telegraph company, postage or chargethe letter is deposited in the U.S. mail or the telegram with the telegraph company, postage or chargethe letter is deposited in the U.S. mail or the telegram with the telegraph company, postage or chargethe letter is deposited in the U.S. mail or the telegram with the telegraph company, postage or chargethe letter is deposited in the U.S. mail or the telegram with the telegraph company, postage or chargethe letter is deposited in the U.S. mail or the telegram with the telegraph company, postage or chargethe letter is deposited in the U.S. mail or the telegram with the telegraph company, postage or chargethe letter is deposited in the U.S. mail or the telegram with the telegraph company postage or chargethe letter is deposited in the U.S. mail or the telegram with the telegraph company postage or chargethe letter is deposited in the U.S. mail or the telegram with the telegram w

23. CONTINUATION OF RELATIONSHIP. Neither Shell nor Dealer shall have any obligation to renew this Contract or continue their relationship established hereunder beyond the term specified in article 4, or of any extension thereof agreed to in writing by Shell and Dealer, except if and as required by law. If by operation or effect of law Shell is required to continue its relationship established hereunder with Dealer beyond the term specified in article 4 and the parties do not extend or renew hereunder with Dealer beyond the term specified in article 4 and the parties do not extend or renew hereunder by written instrument, then the term of this Contract shall be extended on a month to month basis on the same terms and conditions as were last provided in this Contract—for not more than six successive months, subject (a) to termination by either party at any time as herein provided or (b) to nonrenewal by Shell at the end of any such month. As a condition for any renewal of this contract, Shell may require Dealer to provide a certification of the integrity (leak free condidition) of Dealer's underground storage system based on actual test results or other evidence satisfactory to Shell.

24. RELATION TO EXISTING LAW. To the extent that any provision of this Contract is in conflict with any valid and enforceable law existing on the date thereof, such provision shall be deemed extended to conform with such law as it applies to this Contract at the time either party takes any action or exercises or claims any rights hereunder.

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- 25. BUSINESS ENTITY OR JOINT DEALER. This article shall apply if Dealer is a business entity or composed of more than one person (i.e., any combination of natural persons and business entities).
- 25.1 Joint and Several Obligations. If Dealer is composed of more than one person, the obligations imposed hereunder shall be joint and several as to each such person, and all the obligations and grounds for termination specified in this Contract shall be deemed to apply to each such person with the same effect as though such person were the sole Dealer.
- 25.2 Corporate Authority. If Dealer is a corporation, Dealer shall deliver to Shell on execution of this Contract a certified copy of a resolution of its board of directors authorizing the execution of this Contract and designating the officers or agents who are authorized to receive personal delivery of notices hereunder directed to the corporation. Dealer may by notice to Shell designate additional or other persons for receipt of personally delivered notices by Shell.
- 25.3 Notices by Personal Service. If Dealer is a business entity or composed of more than one person, Shell may give notice by personal service on: (a) the officers or agents of a corporate Dealer as designated pursuant to article 25.2, (b) any partner of a partnership, (c) any personal representative, agent or employee of any other business entity or (d) any such person who is a natural person.
- 25.4 Personal Obligations and Provisions. If Dealer is a business entity, all obligations and provisions hereof of a personal nature shall apply as if such business entity were a natural person, and shall also apply insofar as is legally possible and reasonably practicable, to those natural persons who have or exercise management responsibility for such business entity, including, without limitation, officers, directors or agents of corporations and partners of partnerships. Such business entity shall manage its affairs with respect to the personal obligations and provisions in a manner so as to give full force and effect to same.
- 26. ENTIRETY RELEASE EXECUTION. This Contract, along with any related agreement(s) which may be executed contemporaneously herewith, comprises the entire agreement, and merges and supersedes all prior agreements, understandings, representations and warranties (oral or written, expressed or implied), between Shell and Dealer covering the sale and delivery of Shell products. All such prior agreements between Shell and Dealer are hereby terminated as of the beginning date of the term hereof; and Shell and Dealer hereby release each other, as of the date hereof and to the extent permitted by law, from all claims which each now has against the other (whether or not now known to either), arising directly or indirectly out of or in connection with any such prior agreement or any sales or deliveries of any products by Shell to Dealer thereunder or otherwise, excepting, however, claims of Shell against Dealer for indebtedness, reimbursement or indemnification, or relating to equipment. Neither this Contract nor any subsequent agreement amending or supplementing this Contract shall be binding on Shell unless and until it is signed for Shell by a duly authorized representative.

EXECUTED on the date(s) shown below but as of the date first herein specified.

DEALER: W. R. HUTCHIMSON

TERRITORY MARAGER

Date: 5/20/86

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SHELL OIL COMPANY