

## Detterman, Mark, Env. Health

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**From:** Megan Walsh <meganwalshesq@gmail.com>  
**Sent:** Tuesday, August 08, 2017 11:09 AM  
**To:** Sharon Lew  
**Cc:** airleslie@hotmail.com; Detterman, Mark, Env. Health; Brent Wheeler  
**Subject:** Well sampling in the vicinity of 132 Guilford Road  
**Attachments:** Berlekamp access agmt.pdf; Ltr to Berlekamp 080117.pdf; Ltr to Strauch 080117.pdf; Strauch access agmt.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello all,

Please see the attached correspondence and site access agreements required for completion of the well sampling activities required by Alameda County. Hard copies are being sent to Dr. and Mrs. Berlekamp and the business office of Mr. Strauch.

Please contact me with any questions or concerns,  
Megan

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Megan K. Walsh, Esq.  
[meganwalshesq@gmail.com](mailto:meganwalshesq@gmail.com)  
510.206.0462  
[www.walshlawca.com](http://www.walshlawca.com)

Attention: This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

Megan K. Walsh, Esq.

meganwalshesq@gmail.com

1550 Vista Street  
Oakland, CA 94602  
510-842-9421

Dr. and Mrs. Berlekamp  
120 Hazel Lane  
Piedmont, CA 94611

August 8, 2017

**SUBJECT: Well testing required for Environmental Case No. R0003070**

Dear Berlekamp family:

I am writing with a request to sample the water wells on your property. This is required by the Alameda County Department of Environmental Health (ACEH) in order to close an environmental case involving an underground storage tank at 132 Guilford Road. We are hopeful we can finally put this matter to rest.

The environmental case at 132 Guilford Road, the home of Mrs. Leslie Mulholland, involves a previously unknown heating oil tank. The tank was found after a small amount of oil sheen was found front of Mrs. Mulholland's home after heavy rains. The tank and all associated soil was removed. There is no expected risk to human health or the environment.

In order to close the case, the Alameda County Department of Environmental Health (ACEH) requires that the nearest water wells be tested for any associated chemicals. The testing would require an environmental consultant to take samples from your wells totaling a few gallons of water.

Ms. Mulholland has retained Wheeler Environmental Group to do the sampling work. Mark Detterman of ACEH will be onsite during the sampling to ensure that all necessary work for closure is completed. Both are copied here and are willing to answer any questions you might have.

Ideally, we would schedule well sampling at the same time as some onsite work at 132 Guilford. Please provide the following:

- Detailed well information (location, well head type, diameter, depth, etc.)
- A photograph of the well head
- Preferred days or times of the week to provide access
- Your preferred contact information

I have drafted an access agreement (attached) for your review. Please do not hesitate to contact me to discuss any particulars.

Sincerely,

Megan K. Walsh

ENCLOSURES

CC: Leslie Mulholland, airleslie@hotmail.com  
Mark Detterman, Mark.Detterman@acgov.org  
Brent Wheeler, bwheeler@wheelergroupenvironmental.com

## SITE ACCESS AGREEMENT

This Site Access Agreement (“Agreement”) is made by and between Elwyn and Jennifer Berlekamp (“Owner”), and Wheeler Group Environmental LLC (“Consultant”) regarding the Owner’s property located at 120 Hazel Lane, Piedmont, California (“Site”). The Consultant requests permission to enter the Site for the exclusive purposes of conducting environmental investigation activities.

1. Owner hereby grants permission to Consultant, or the Consultant’s agents or assigns, including, but not limited to, employees, staff, subcontractors, affiliates or other designees authorized by the Consultant (collectively, “Authorized Parties”) to enter upon the Site to perform investigation activities at the Site.
2. The permission granted by Owner under this Agreement is contemplated to be used for the following activities that may be performed by Authorized Parties:
  - a. Investigation of groundwater, including, but not limited to the logging, gauging and sampling of existing wells, taking photographs, any testing or sampling of groundwater or other material deemed appropriate by the Alameda County Department of Environmental Health (“ACDEH”).
  - b. On-Site observation and oversight of environmental investigation activities.
  - c. Disclosure of environmental information as required by law.
3. Upon completion of the investigation, Authorized Parties will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner’s successors and assigns for any contamination discovered on the Site.
5. Authorized Parties shall enter upon the Site at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the Site, or any employee or agent of the Owner.
6. Each Authorized Party severally hereby indemnifies and holds Owner harmless from any and all claims or causes of action arising out of or related to the acts or omissions of said Authorized Party in connection with the performance of activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the Site, or any employee or agent of Owner.
7. Upon request, the Consultant will supply to Owner all information derived from the environmental investigation conducted at the Site.
8. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner’s operations on the Site.
9. Authorized Parties will give notice to the Owner at least one (1) week in advance of the start of field activities on the Site.
10. Owner ensures that Owner and any/all Site operators will give Authorized Parties access to the entire Site for the purposes set forth in this Agreement.
11. Any party to this Agreement may terminate this Agreement by giving two (2) months advanced written notice, or all parties may terminate the Agreement at any time by written agreement.
12. This Agreement shall expire upon the ACDEH’s issuance of a closure letter indicating completion of project activities under environmental case RO0003070.

\_\_\_\_\_  
Elwyn and Jennifer Berlekamp  
Site Owner(s)

\_\_\_\_\_  
Date

Site Owner's Telephone Number: \_\_\_\_\_  
Site Owner's Mailing Address (if other than Site address): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

For the benefit of Wheeler Group Environmental LLC

\_\_\_\_\_  
Brent Wheeler  
Owner

\_\_\_\_\_  
Date

Megan K. Walsh, Esq.

meganwalshesq@gmail.com

1550 Vista Street  
Oakland, CA 94602  
510-842-9421

Roger and Julie Strauch  
125 Guilford Road  
Piedmont, CA 94611

August 8, 2017

**SUBJECT: Well testing required for Environmental Case No. R0003070**

Dear Strauch family:

I am writing with a request to sample the water wells on your property. This is required by the Alameda County Department of Environmental Health (ACEH) in order to close an environmental case involving an underground storage tank at 132 Guilford Road. We are hopeful we can finally put this matter to rest.

The environmental case at 132 Guilford Road, the home of Mrs. Leslie Mulholland, involves a previously unknown heating oil tank. The tank was found after a small amount of oil sheen was found front of Mrs. Mulholland's home after heavy rains. The tank and all associated soil was removed. There is no expected risk to human health or the environment.

In order to close the case, the Alameda County Department of Environmental Health (ACEH) requires that the nearest water wells be tested for any associated chemicals. The testing would require an environmental consultant to take samples from your wells totaling a few gallons of water.

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- Detailed well information (location, well head type, diameter, depth, etc.)
- A photograph of the well head
- Preferred days or times of the week to provide access
- Your preferred contact information

I have drafted an access agreement (attached) for your review. Please do not hesitate to contact me to discuss any particulars.

Sincerely,

Megan K. Walsh

ENCLOSURES

CC: Leslie Mulholland, airleslie@hotmail.com  
Mark Detterman, Mark.Detterman@acgov.org  
Brent Wheeler, bwheeler@wheelergroupenvironmental.com

## SITE ACCESS AGREEMENT

This Site Access Agreement (“Agreement”) is made by and between Roger and Julie Strauch (“Owner”), and Wheeler Group Environmental LLC (“Consultant”) regarding the Owner’s property located at 125 Guilford Road, Piedmont, California (“Site”). The Consultant requests permission to enter the Site for the exclusive purposes of conducting environmental investigation activities.

1. Owner hereby grants permission to Consultant, or the Consultant’s agents or assigns, including, but not limited to, employees, staff, subcontractors, affiliates or other designees authorized by the Consultant (collectively, “Authorized Parties”) to enter upon the Site to perform investigation activities at the Site.
2. The permission granted by Owner under this Agreement is contemplated to be used for the following activities that may be performed by Authorized Parties:
  - a. Investigation of groundwater, including, but not limited to the logging, gauging and sampling of existing wells, taking photographs, any testing or sampling of groundwater or other material deemed appropriate by the Alameda County Department of Environmental Health (“ACDEH”).
  - b. On-Site observation and oversight of environmental investigation activities.
  - c. Disclosure of environmental information as required by law.
3. Upon completion of the investigation, Authorized Parties will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner’s successors and assigns for any contamination discovered on the Site.
5. Authorized Parties shall enter upon the Site at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the Site, or any employee or agent of the Owner.
6. Each Authorized Party severally hereby indemnifies and holds Owner harmless from any and all claims or causes of action arising out of or related to the acts or omissions of said Authorized Party in connection with the performance of activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the Site, or any employee or agent of Owner.
7. Upon request, the Consultant will supply to Owner all information derived from the environmental investigation conducted at the Site.
8. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner’s operations on the Site.
9. Authorized Parties will give notice to the Owner at least one (1) week in advance of the start of field activities on the Site.
10. Owner ensures that Owner and any/all Site operators will give Authorized Parties access to the entire Site for the purposes set forth in this Agreement.
11. Any party to this Agreement may terminate this Agreement by giving two (2) months advanced written notice, or all parties may terminate the Agreement at any time by written agreement.
12. This Agreement shall expire upon the ACDEH’s issuance of a closure letter indicating completion of project activities under environmental case RO0003070.

\_\_\_\_\_  
Roger and Julie Strauch  
Site Owner

\_\_\_\_\_  
Date

Site Owner's Telephone Number: \_\_\_\_\_  
Site Owner's Mailing Address (if other than Site address): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

For the benefit of Wheeler Group Environmental LLC

\_\_\_\_\_  
Brent Wheeler  
Owner

\_\_\_\_\_  
Date