

**MASTER CONSULTING SERVICES AGREEMENT
GENERAL TERMS AND CONDITIONS**

Effective Date of Agreement: October 1, 2010

This Agreement is entered into by and between:

Upstream: Upstream Point Molate LLC ("Upstream")
Address: 1900 Powell Street, 12th Floor
City, State Zip: Emeryville, CA 94608
Attention: Jim Levine
PhonelFax Number: 510 596-9501

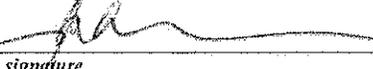
And

Consultant: Terraphase Engineering Inc. ("Terraphase")
Corporate Address: 414 13th Street, Suite 400
City, State Zip: Oakland, California 94612
Attention: William Carson
PhonelFax Number: 510 645-1850

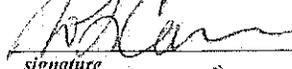
These General Terms and Conditions, Work Orders and any addenda thereto (the "Agreement") constitute the entire agreement between Upstream and Terraphase and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter, and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties will be binding on either party unless reduced to writing and signed by an authorized officer. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

This Agreement is effective as of the day and year first above written and duly executed by authorized representatives of Upstream and Terraphase.

For Upstream:


signature
James D. Levine
printed name
Manager
title
11/22/10
date

For Terraphase:


signature
William Carson PE (660735)
printed name
President
title
11/22/2010
date

GENERAL TERMS AND CONDITIONS

1. SERVICES.

Terraphase Engineering Inc. ("Terraphase") agrees to perform the services for Upstream Point Molate LLC ("Upstream") that are described in one or more Proposals which, upon written acceptance of Upstream, will become "Work Orders" issued pursuant to this Agreement ("Services"). Each Work Order will consist of a proposal specifying the Scope of Work, Estimated Budget/Rates and Schedule ("Proposal"). Consultant will initiate the Services upon receipt of Upstream's approved and accepted Proposal/Work Order. All Work Orders (written or otherwise) are acknowledged to be incorporated into and made a part of this Agreement. It is understood and agreed by the parties that certain conditions may arise in which it is to the mutual benefit of the parties that Terraphase initiate Services based upon verbal authorization provided by Upstream. In such cases, Terraphase agrees to commence such verbally authorized Services and Upstream agrees to compensate Consultant accordingly. Terraphase will prepare a Change Order for execution by the Parties, as soon as reasonably possible thereafter.

2. ADDITIONAL SERVICES.

2.1 All services that are not specifically included in, or reasonably inferred to be included in, the Services will be considered Additional Services. Upon request of Upstream, or discovery by Terraphase of changed or latent conditions affecting the cost and/or scope of the Services, Terraphase will prepare a written proposal for such Additional Services which, upon written acceptance of Upstream, will be considered a change order ("Change Order") under this Agreement.

2.2 In the event of an emergency, or when it is impractical for the parties to negotiate a Change Order in advance, Terraphase agrees to perform verbally authorized Additional Services and Upstream agrees to compensate Terraphase accordingly. Terraphase will prepare a Change Order for execution by the Parties, as soon as reasonably possible thereafter. All Additional Services verbally authorized by Upstream will be governed by the terms of this Agreement.

2.3 Responding to, or complying with, subpoenas, depositions, testimony, or document retrieval related to the Services will be considered Additional Services provided that such litigation is unrelated to Terraphase's indemnity hereunder.

3. COMPENSATION FOR SERVICES.

Upstream agrees to compensate Terraphase in accordance with the Proposal(s) which may be on a lump sum, fixed unit or time and materials basis depending upon the nature of the Services and the information reasonably available to Terraphase at the time the Proposal is prepared. The Parties understand and agree that Terraphase's work under this contract is being paid directly by Navy Early Transfer funds, and that Terraphase's work (including invoicing) will be consistent with the terms and conditions of that funding. Except for lump sum pricing, Terraphase's proposed price is its reasonable best estimate of the cost to perform the Services based upon information generally available to Terraphase at the time the Proposal is prepared. It is understood, however, that circumstances or conditions may arise during the performance of the Services that affect the project price which could not have reasonably been expected or foreseen despite the exercise of due care. As such, the term "not-to-exceed" in other than a lump sum Proposal is not intended to be a firm price. Terraphase will notify Upstream in the event that Terraphase anticipates the actual project cost will exceed its time and materials estimate. Thereafter the parties shall enter into a mutually acceptable Change Order. For verbally authorized Services or litigation response Services as described above, Upstream agrees to compensate Terraphase at the rates outlined in this Agreement. Terraphase may adjust its hourly rates at the beginning of each calendar year in accordance with the terms of this Agreement.

4. INVOICES AND PAYMENT TERMS.

Invoices will be submitted to Upstream every thirty (30) calendar days for Services set forth in the Proposal and any Change Order(s). Lump sum will be billed as percentage complete during the billing period. Payment in full is due within 30 days of receipt of Terraphase's invoice. If Upstream objects to all or any portion of the invoice, Upstream will notify Terraphase within ten (10) business days from the date of receipt of invoice and must promptly pay the undisputed portion of the invoice. The parties will immediately make every effort to settle the disputed portion of the invoice. Once Upstream approves an invoice, Upstream will submit the invoice to the City of Richmond for payment from the Navy Escrow account, and Upstream will use reasonable efforts to cause the City to process the invoices within the agreed upon time frame. Interest at the lesser of one percent (1.0%) per month or the highest legally permissible rate, will be applied to the outstanding balance for accounts not paid within sixty (60) calendar days from receipt of invoice. The interest shall accrue from the date these amounts were originally due. Upstream agrees to pay all costs incurred in the collection of any delinquent amount, including reasonable attorney fees. Any payments received will first be applied to any costs incurred in collection, then any interest owing, then the principal. Terraphase may suspend services should Upstream fail to pay any undisputed invoices when payment is 60 days late upon reasonable notice to Upstream. Terraphase shall not be liable for any costs or damages that may result from any such suspension due to nonpayment. Terraphase will resume services upon payment in full of all late invoices. Upon resumption of services the time schedule and compensation will be equitably adjusted to reflect any delay or additional costs caused by the suspension of Services.



5. STANDARD OF CARE.

Terraphase will perform the Services in a professional manner with the level of skill and care normally exercised by other members of its profession under like conditions and geographical locations. Terraphase will use reasonable care to comply with applicable federal, state, local laws, ordinances, and/or regulations. No warranty or guaranty is expressed or implied, and no other provision of this Agreement, or in any Proposal, report or other work product, will impose any liability upon Terraphase in excess of this standard of care.

6. INDEMNITY.

6.1 Each party will defend, indemnify and hold harmless each other and their agents and employees, from and against any claim, cost, expense, damages, fines, losses, or liability, including reasonable attorneys' fees, attributable to bodily injury, sickness, disease or death, or damage, loss or destruction of property (including loss of use thereof), caused by, arising out of, resulting from or occurring in connection with the negligence or willful misconduct by that party, its subcontractors, agents, or employees, to the extent caused by the indemnifying party's fault. The prevailing party shall be reimbursed by the non-prevailing party for all costs (including attorney's fees) incurred by the prevailing party in enforcing or securing performance of any of the provisions of this Agreement.

6.2 Upstream agrees that Terraphase has not created nor contributed to the creation or existence of any Hazardous Substances (including, but not limited to any solid, liquid, or gaseous material that poses potential harm to human health or environmental quality or otherwise is so identified by any federal, state or local law or regulation) at or related to the site or in connection with or related to this Agreement or any Services. The compensation to be paid Terraphase for the Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such Hazardous Substances. Therefore, Upstream shall defend, indemnify, and hold Terraphase, its officers, directors, employees, agents, and subcontractors, harmless from and against any and all claims, damages, fines, losses, and expenses, whether direct, indirect, or consequential, including but not limited to attorney's fees and court costs, arising out of, or resulting from the threatened or actual release of existing Hazardous Substances ("Release"), except to the extent that such Release is caused by the sole negligence or willful misconduct of Terraphase and/or its subcontractors. Nothing contained within this Agreement shall be construed or interpreted as requiring Terraphase to assume the status of a generator, arranger, transporter or as a storage, treatment or disposal facility as those terms appear within applicable law. Upstream may request Terraphase to provide options for possible disposal sites for Upstream's use; however, Upstream acknowledges that as the "Generator" of such materials, it will select the site for treatment or disposal of its Hazardous Substances and will be solely responsible therefore. Arrangements for the treatment, storage, transport, or disposal of any Hazardous Substances, made by Terraphase, are acknowledged as being made at the direction of the Upstream/Generator, solely and exclusively on Upstream/Generator's behalf and benefit.

7. INSURANCE.

Terraphase will maintain statutory Workers' Compensation Insurance; and General Liability, Automobile Liability and Professional Liability/Contractors' Pollution Liability with minimum policy limits of \$2,000,000. This insurance amount will be increased, if requested by Upstream and/or the City of Richmond. Terraphase will name Upstream and the City of Richmond as additional insureds on its General Liability, Automobile Liability and Contractors Pollution Liability policies.

8. LIABILITY.

8.1 Upstream recognizes that Terraphase has not, and cannot, reasonably compute the cost of unlimited liability into its compensation and that Upstream benefits by the exclusion of such costs in Terraphase's rates. Therefore, in consideration of the mutual benefits received by both parties, it is understood and agreed the liability associated with this Agreement will be proportionately distributed between the parties. Upstream and Terraphase further agree that the sole liability of Terraphase, and any of its affiliates (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any and all claims in any manner related to this Agreement, including the Services covered by this Agreement, shall be the payment of direct damages. These damages shall in no event (in the aggregate) exceed the fees received by Terraphase under this Agreement with respect to the specific Services involved, or applicable insurance limits specified herein, whichever is greater.

8.2 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including, but not limited to, business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence. The allocations of liability in this Section are the agreed and bargained-for understanding of the parties, and Terraphase's compensation for the Services reflects these allocations.

9. CONFIDENTIALITY.

9.1 Terraphase will retain as confidential all information, including but not limited to Upstream's intellectual property and data, delivered to it by Upstream ("Confidential Information") as specifically requested. All written Confidential Information will be clearly labeled by Upstream as such, or for verbal information, identified as Confidential Information at the time of disclosure, shall be reduced to writing within twenty (20) days of disclosure to Terraphase. Confidential Information may be disclosed to Terraphase's employees, subcontractors, legal advisors or insurers to the extent such parties have a) the need to know in order to



complete Terraphase's obligations under this Agreement and b) agreed to be bound to these provisions of confidentiality. However, nothing herein is meant to preclude Terraphase from disclosing and/or otherwise using Confidential Information when it is: a) known to Terraphase before being obtained from Upstream; or b) generally available to the public through no fault of Terraphase; c) obtained from a third party who is not under any obligation of confidentiality to the Upstream; or d) disclosed following release by Upstream.

9.2 Terraphase and Upstream understand and agree that, consistent with its professional responsibilities and applicable law, Terraphase may be obligated to take action to protect public health, safety, or the environment, or to disclose to government regulatory agencies environmental conditions which are discovered during the course of providing Services under this agreement. Terraphase will notify Upstream prior to taking such action or disclosing such conditions to any government regulatory agency, if possible and legally permissible; except Terraphase will not be required to provide advance notice to Upstream if the time necessary to provide such notice may result in, or increase the risk of imminent harm, to person, property, or the environment, or may render Terraphase criminally or civilly liable under applicable law.

9.3 **THIRD PARTY INFORMATION.** Terraphase is entitled to reasonably rely on the completeness and accuracy of any and all information prepared or provided by third parties or Upstream. Upstream will defend and indemnify Terraphase with respect to claims arising from Terraphase's reasonable reliance upon third party information as set forth herein.

10. ENVIRONMENTAL SITE ASSESSMENTS.

Terraphase will perform environmental site assessment Services in accordance with generally accepted industry practices. Upstream recognizes, however, that such assessments are intended for the purpose of determining the potential for contamination through limited research and investigative activities and in no way represent a conclusive or complete site characterization. Upstream understands that site conditions may vary from the locations at which data is collected and statistical interpretation is commensurate with availability of the data and extent of the Services activities. It is understood and agreed, therefore, that Terraphase does not provide any guarantees, certifications, or warranties that a property is free from environmental contamination.

11. REPORTS AND RELIANCE.

All reports ("Reports") prepared by Terraphase pursuant to this Agreement shall be instruments of professional service. Such Reports are expressly prepared for the sole and exclusive use of Upstream, and the City of Richmond. The Parties understand that Phase I Site Assessment reports may not be fully applicable for use more than 180 days after their issuance, in accordance with the American Society for Testing and Materials' (ASTM's) "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" ASTM Designation E 1527-00 dated May 10, 2000, ASTM's "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" ASTM Designation E 1527-05 dated November 1, 2005, and/or the Code of Federal Regulations (CFR) 40 CFR Part 312 "Standards and Practices for All Appropriate Inquiries: Final Rule" dated November 1, 2005. After 180 days and prior to using the information contained herein, Any Report(s) should be updated in accordance with ASTM Standards and Federal regulations. Reports may not be modified or used by any other third party without Terraphase's advance written consent. Reuse of Terraphase's Reports for other than their intended purpose, or if modified or in any way utilized, or transmitted to any unauthorized third party, shall be at user's sole risk.

12. FORCE MAJEURE.

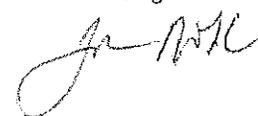
Terraphase shall not be liable to Upstream(s) or any other party for delays in performing the Services or for the direct or indirect cost resulting from such delays that may result from strikes, riots, war, terrorism, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control of Terraphase.

13. TERMINATION.

13.1 Upstream or Terraphase may terminate this Agreement for cause upon ten (10) business days advance written notice should the other party fail to substantially perform in accordance terms and conditions as set forth herein. The noticed party will have ten (10) business days following date of the notice to cure its default to the reasonable satisfaction of the other party. In the event of Terraphase's default, Terraphase will be paid for all services satisfactorily performed. Should Terraphase terminate this Agreement for Upstream's default, Terraphase will be paid for all Services satisfactorily performed prior to such notice of termination plus any reasonable and necessary costs incurred by Terraphase as a result of such termination.

13.2 Upstream may, at its discretion, upon five (5) business days advance written notice to Terraphase, terminate or suspend all or any portion of the Services for convenience. Upon receipt of a notice of termination or suspension, Terraphase will discontinue Services to the extent they relate to the suspended portions of the Services. Upstream will pay Terraphase for the Services completed to the date of the termination or suspension plus any reasonable and necessary costs incurred by Terraphase as a result thereof.

13.3 This Agreement shall terminate, without notice, (i) upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either party's debts, (ii) upon either party making an assignment for the benefit of creditors, or (iii) upon either party's dissolution or ceasing to do business. Upon 15 days



notice, Terraphase may terminate this Agreement in its sole discretion if any payment is not paid when due, there is a material change in Upstream's financial condition, initiates any liquidation of all or part of its assets or substantially fails to comply with its obligations under this Agreement.

14. ALTERNATIVE DISPUTE RESOLUTION.

Unless otherwise mutually agreed by the parties, and except for applications for extraordinary or provisional remedies such as injunctive relief or specific performance, any unresolved claim, dispute or other matters in question between the parties will be resolved as follows: a) authorized senior representatives of Upstream and Terraphase will meet and attempt in good faith to resolve the controversy or claim; and, if unsuccessful, b) participate in nonbinding mediation; and, if unsuccessful, c) submit the dispute to binding arbitration or other mutually acceptable binding alternative dispute resolution process. The substantially prevailing party in any arbitration will be entitled to recover any and all associated fees including reasonable attorneys' fees and costs. It is understood and agreed by the parties hereto that consequential, punitive damages or provisional relief cannot be awarded to either party under such alternative dispute resolution. Despite any statute to the contrary, any claim arising from or related to this Agreement (whether contract, tort or both) shall be noticed to the other party within two (2) years after it is discovered. The provisions of this section shall not apply to claims involving third parties or when Terraphase's insurer is assuming the defense and settlement thereof.

15. ASSIGNMENT.

This Agreement shall not be assigned by either party without advance written approval of the other party, which shall not be unreasonably withheld. In the event this Agreement is assigned, the party to whom the assignment is made will assume all of the obligations, duties and rights to the same extent as the party making the assignment.

16. NO WAIVER.

The failure of either party to insist on strict performance of any term hereunder will not be deemed as a waiver of any rights or remedies that such party may have for any subsequent breach, default, or non-performance or either party's right to insist on strict performance of this Agreement. No waiver is valid unless set forth in writing signed by the waiving party.

17. NOTICES.

All notices required to be given or made pursuant to any provision of this Agreement Routine will be directed to Terraphase's Project Manager, Terraphase corporate headquarters and Upstream's representative as designated by the means and in the format mutually acceptable to the parties.

18. ENTIRE AGREEMENT.

These General Terms and Conditions, Proposals and any addenda thereto (the "Agreement") constitute the entire agreement between Upstream and Terraphase and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter. Upstream acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained in this Agreement, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, from any source, other than those that are expressly contained within this Agreement. No agreement hereafter made between the parties will be binding on either party unless reduced to writing and signed by an authorized officer. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

19. SEVERABILITY.

If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

20. GOVERNING LAW/VENUE

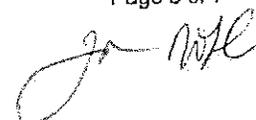
This Agreement shall be governed exclusively by the laws of the State of California regardless of its conflict of laws provisions. Any litigation or any claim in any forum shall be heard exclusively in Alameda County, California.

21. SURVIVAL

The above terms and conditions regarding compensation, limitation of liability, indemnification and dispute resolution shall survive the completion or termination of the Services under this Agreement.

22. FIELD TERMS AND CONDITIONS

22.1 **SITE ACCESS.** Upstream grants Terraphase, its employees and subcontractors, the right of entry to the project property to perform the Services. In the event the Services must be performed on property not owned by Upstream, Upstream will directly obtain access authorizations from the owner or occupant of the property granting right of entry to Terraphase. Terraphase may, at Upstream's request, assist Upstream in securing access to property not owned by Upstream; however, all written access



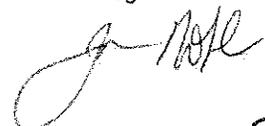
agreements will be in the name of Upstream. Terraphase's site access support services will be considered Additional Services if not included in the Proposal.

22.2 SAFETY. Terraphase will perform its Services in a safe manner and use reasonable care to comply with all applicable state and federal OSHA regulations. Terraphase's safety responsibilities, however, are limited solely to the activities of Terraphase, its employees, and subcontractors. Neither the professional activities nor the presence of Terraphase or its employees or subcontractors will be deemed to control the operations of any others.

22.3 UTILITIES AND SUBSURFACE CONDITIONS. Terraphase shall not be liable for: (i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury, if (with respect to this clause (i)) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by Terraphase in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iv) unknown physical conditions below the surface of the ground that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement. Upstream shall provide to Terraphase all plans, maps, drawing and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, Terraphase shall obtain the concurrence of the Upstream as to the location for such drilling or excavation. Should: (i) concealed conditions be encountered in the performance of the Services; (ii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iii) unknown physical conditions below the surface of the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and/or time for performance shall be equitably adjusted by change order upon timely notice.

22.4 ASBESTOS AND MOLD INVESTIGATIONS. Upstream acknowledges the act of sampling suspect asbestos-containing materials or mold may affect, alter, or damage mechanical equipment and/or building components at, in, or upon the site. Terraphase shall exercise due care when sampling but will not be liable for any effect, alteration or damage arising out of the act of sampling. TERRAPHASE will exercise reasonable efforts to limit damage to the site. The cost of restoration of the site because of any such damage has not been calculated or included in Terraphase's fees.

23. SCHEDULE OF CHARGES. Terraphase proposes to complete work orders and change orders on a time-and-materials basis using the attached labor rates and a handling fee of 10% for direct expenses, 6% for subcontractors, and an annual labor escalation of 3.5% to be applied annually thereafter from the date of execution of this agreement.

A handwritten signature in black ink, appearing to be "J. R. [unclear]", is written over the page number.



2010 Upstream Point Molate LLC Labor Rates

Labor Classification	Standard Rate	Discount Rate for Project
Principal Engineer/Scientist	\$200	\$180
Associate Engineer/Scientist	\$180	\$162
Project Manager – William Carson	\$200	\$162
Senior Professional Engineer/Scientist	\$160	\$144
Professional Engineer/Scientist	\$140	\$126
Senior Staff Engineer/Scientist	\$120	\$108
Staff 2 Engineer/Scientist	\$105	\$94.50
Staff 1 Engineer/Scientist	\$90	\$81
Technician 2	\$100	\$90
Technician 1	\$65	\$58.50
Administrator	\$75	\$67.5

Labor Charges

All time will be recorded and charged to nearest 0.1 hour. Expert testimony at trials, hearings and depositions will be billed at 150% of the standard hourly rate. Preparatory time will be billed at standard rates.

Expenses

Subcontractor fees and other direct costs, such as air travel, project supplies and rental equipment, etc. will be itemized and billed at our cost plus handling charge as specified in the Master Services Agreement. Vehicle mileage when itemized is billed at the standard government rate in effect at the time of travel. (www.gsa.gov/mileage).

Payment Address

Payment is to be mailed to Terraphase Engineering Inc., 414 13th Street, Suite 400, Oakland CA 94612.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is entered into as of ~~July~~ ^{July} 27, 2013 by and between Upstream Point Molate LLC., a California limited liability company ("Assignor") and the City of Richmond, a municipal corporation and charter city ("Assignee").

RECITALS

A. Assignee and the United States of America, acting by and through the Naval Facilities Engineering Command, Department of the Navy ("Navy") entered into that certain Early Transfer Cooperative Agreement ("ETCA") in September 2008 pursuant to which Assignee agreed to assume responsibility for Environmental Services (as defined in the ETCA) at the former Naval Fuel Depot Point Molate ("NFD Point Molate").

B. Assignor and Assignee entered into that certain Point Molate Remediation Agreement dated September 2, 2008 ("Remediation Agreement") pursuant to which Assignor performed and caused the performance of Environmental Services on behalf of Assignee.

C. Assignor and Terraphase Engineering, Inc. entered into that certain Master Consulting Services Agreement dated October 1, 2010 ("Terraphase Contract") for the provision of Environmental Services on behalf of Assignor.

D. Assignor terminated the Remediation Agreement pursuant to that certain termination letter dated June 10, 2013. In light of said termination, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, the assignment of the rights and related obligations of Assignor with respect to the Terraphase Contract. Assignee desires to release Assignor from all obligations in connection with such assignments.

E. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Remediation Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as provided below.

1. Recitals. The defined terms of the foregoing Recitals are a substantive part of this Assignment.

2. Assignment. Assignor hereby sells, assigns, transfers, sets over, delivers and conveys to Assignee all of Assignor's rights, title, interests and obligations in the Terraphase Contract and any and all supplemental agreements, operating agreements, contracts or other agreements related to the same and any and all modifications, amendments, renewals and extensions thereof.

3. Acceptance of Assignment. Assignee hereby accepts the assignments and hereby assumes, agrees, and undertakes to perform all of the obligations, covenants, and agreements of

Assignor in the Terraphase Contract. Any reference to Assignor in the Terraphase Contract shall be deemed a reference to Assignee.

4. Release of Assignor. Assignee releases Assignor from all obligations imposed under the Terraphase Contract.

5. Representations.

(a) Assignor hereby represents and warrants that it has not previously assigned, pledged, hypothecated or otherwise transferred any of its rights under the Terraphase Contract.

(b) The execution and the delivery of this Assignment will not violate any law or agreement governing Assignor or to which Assignor is a party.

6. Assignee Consent. Assignee hereby consents to the assignment to and assumption of Assignor's rights, interests and obligations in the Terraphase Contract.

7. California Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its choice of law rules. This Assignment made in Contra Costa County, California, and any action relating to this Assignment shall be instituted and prosecuted in the courts of Contra Costa County, California.

8. Invalidity. Any provision of this Assignment which is determined by a court to be invalid or unenforceable shall be deemed severed herefrom, and the remaining provisions shall remain in full force and effect as if the invalid or unenforceable provision had not been a part hereof.

9. Headings. The headings used in this Assignment are for convenience only and shall be disregarded in interpreting the substantive provisions of this Assignment.

10. Interpretation. The terms and conditions of this Assignment are the result of arms'-length negotiations between and among sophisticated parties and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not apply to the interpretation of this Assignment.

11. No Third-Party Beneficiaries. Nothing in this Assignment, whether express or implied, shall be construed to give any person or entity (other than Assignor and Assignee and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein.

12. Further Assurances. From and after the date of this Assignment, Assignor and Assignee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Assignment and to carry out the purpose of this Assignment in accordance with this Assignment.

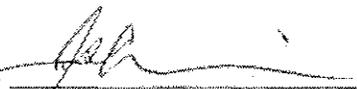
13. Amendments. This Assignment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

14. Counterparts. This Assignment may be signed in counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed as of the date first written above.

ASSIGNOR:

UPSTREAM POINT MOLATE LLC,
a California limited liability company

By: 

Name: James D. Devine

Title: Manager

ASSIGNEE:

CITY OF RICHMOND,
a municipal corporation and charter city

By: 

Name: William R. Lipson

Title: City Manager

ATTEST:



City Clerk

REVIEWED BY:



City Attorney

7A.64

FIRST AMENDMENT TO LICENSE

THIS FIRST AMENDMENT TO LICENSE (“**First Amendment**”) dated as of October 20, 2015, is made by and between the City of Richmond, a municipal corporation and charter city (“**Licensor**”), and Nematode Holdings, LLC., a California corporation (“**Licensee**”). Licensor and Licensee are sometimes collectively referred to as the “**Parties**”.

RECITALS

- A. Licensor and Licensee entered into that certain license dated March 1, 2014 (the “**License**”);
- B. Pursuant to the License, Licensor grants to Licensee the non-exclusive license to access, occupy, and use the License Area located at 2100 Western Drive, in the City of Richmond, California; and
- C. The Parties desire to amend the License pursuant to this First Amendment to add additional space to the License Area for up to one (1) year as set forth below.
- D. Defined terms used herein shall have the meaning set forth in the License.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree to amend the License as follows:

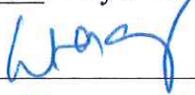
1. Increase to License Area. In addition to the License Area, Licensee shall be allowed to use an additional 3,538 square feet located in Building 123 and all of Building 17 (2,046 square feet), as shown on Attachment 1 to this First Amendment (the “Additional License Area”). The total square footage of the Additional License Area is approximately 5,584 square feet. Licensee shall occupy the License Area and Additional License Area shown in Attachment 1 in their AS IS condition. Licensee acknowledges that neither Licensor nor any of Licensor’s agents has agreed to undertake any alterations or additions or to perform any maintenance or repair of the License Area or Additional License Area whatsoever.
2. Term of the Additional License Area. The term of the Additional License Area (the “Additional License Area Term”) begins on the Effective Date and ends on the date which is one (1) year thereafter (the “Additional License Area Expiration Date”), unless earlier terminated as provided in the License.
3. Payments. The Parties agree that as of the Effective Date the Payment for the Additional License Area shall be **\$558.40** per month, in consideration for the addition of the Additional License Area. However, Licensee shall be granted a rent credit for an amount not to exceed **\$6,700.80** (\$558.40 x 12 months) in consideration for the Work (defined below) and RMA-related Work (defined below) (the “Rent Credit”), subject to Section 4. Notwithstanding anything to the contrary in the foregoing, Licensee shall continue to pay **\$100.00** per month as consideration for Licensee’s use of the License Area.

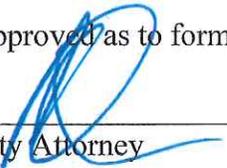
4. Licensor's and Richmond Museum Association's Personal Property.
 - a. The Additional License Area in Building 123 is currently being used by Licensor as storage for bulk and dry materials (the "Licensor's Personal Property"). Licensee shall clean and repair Building 123 as necessary for License's use and relocate or donate the Licensor's Personal Property at its sole cost and expense to location(s) or donee(s) to be determined by Licensor (the "Work").
 - b. Building 17 is currently being used by the Richmond Museum Association as storage for museum equipment, including 1) a horse-drawn buggy with black and red trim, 2) a horse-drawn buggy with tan and brown trim, 3) a horse-drawn fire hose cart, and 4) US Navy-era pressure panel (the "RMA's Personal Property"). Licensee shall clean and repair Building 17 as necessary for Licensee's use and relocate the RMA Personal Property to Building 6 without causing harm to such personal property and at its sole cost and expense (the "RMA-related Work").
 - c. Upon completion of the Work and RMA-related Work, Licensee may request a Rent Credit to Licensor for such work (the "Rent Credit Request"). The Rent Credit Request shall be adequately detailed, based on accurate records, in a form satisfactory to Licensor, and accompanied by information pertaining to the Work and the RMA-related Work as may be reasonably requested by Licensor.
 - d. The Rent Credit Request shall be subject to the review and approval by the Pt. Molate Project Manager before any Rent Credit shall be authorized by Licensor. In no event shall the Rent Credit be applied to anything but Licensee's requirement to make Payment on Licensee's use of the Additional License Area. Licensee shall forfeit any Rent Credit should Licensee vacate the Additional License Area prior to the Additional License Area Expiration Date.
5. Attorney's Fees. If any lawsuit is commenced to enforce any of the terms of this First Amendment, the prevailing party will have the right to recover its reasonable attorney's fees and costs of suite from the other party.
6. Effective Date. This First Amendment shall be effective as of the date first set forth above.
7. Effect of First Amendment. Except as provided in this First Amendment, all other terms of the License are unamended and shall remain in full force and effect. The terms and provisions of this First Amendment shall have the same meaning as like terms in the License. In case of any inconsistencies between the terms and conditions contained in the License and the terms and conditions contained herein, the terms and conditions herein shall control.
8. Counterparts. This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their properly authorized representatives as of the date and year first above written.

LICENSOR: City of Richmond, a municipal corporation and charter city

By: 
Name: William A. Lindsay
Title: City Manager
Date: 10/20/18

Approved as to form:

City Attorney

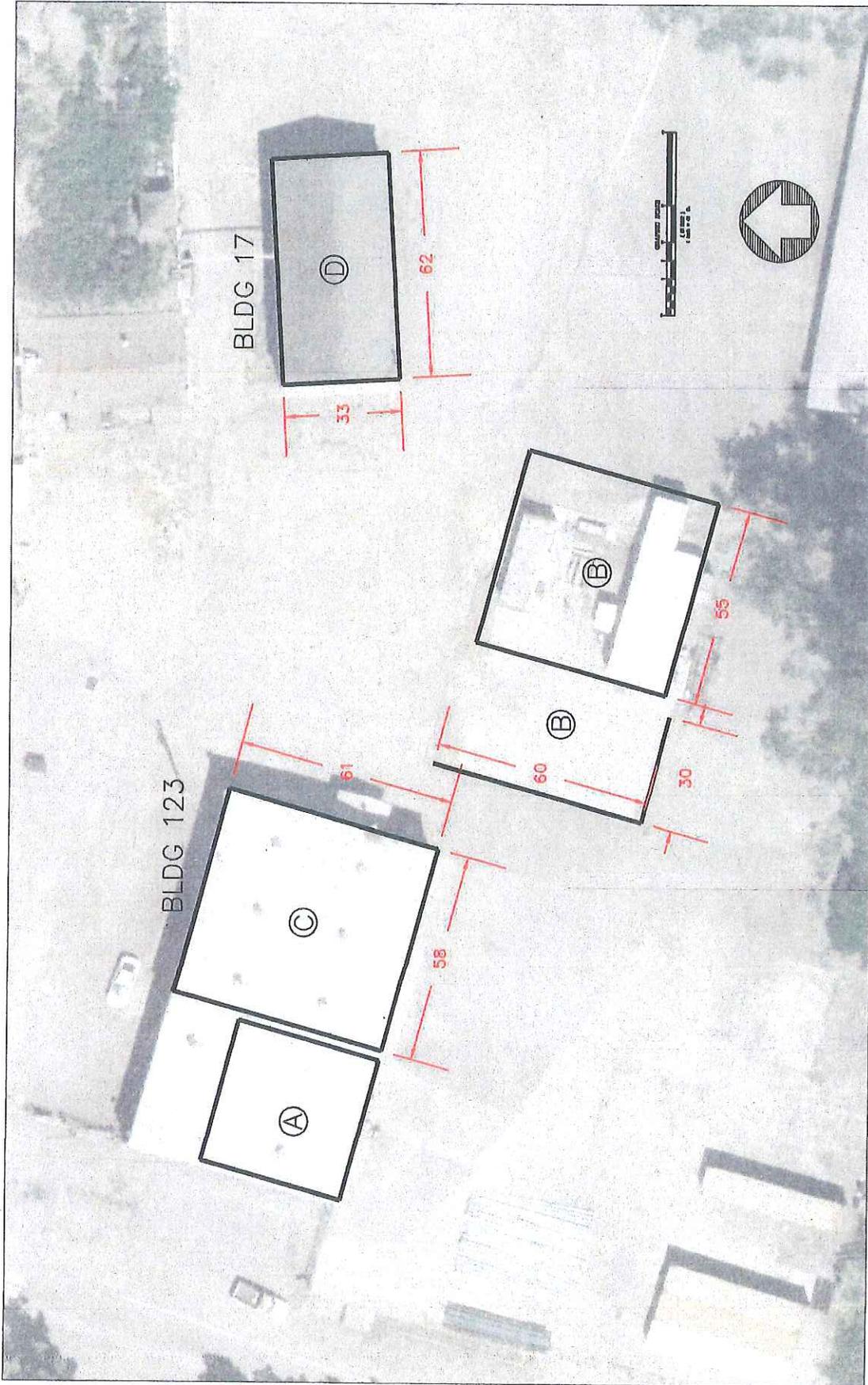
Attest:

City Clerk

LICENSEE: Nematode Holdings, Inc., a California corporation

By: 
Name: Bob White
Title: CEO
Date: 10/5/18

Attachment 1
License Area and Additional License Area



A: LICENSE AREA
 B: LICENSE AREA
 C: 3,538 SF
 D: 2,046 SF

ADDITIONAL LICENSE AREA
 5,584 SF
 x .10 =
 \$558.40/MO

2100 STENMARK
 (WESTERN) DRIVE

7A.170



December 21, 2015

Ms. Margarete Beth
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612

sent via: email

Subject: Monthly Remediation Status Report for Work in November 2015, Former Naval Fuel Depot Point Molate, Richmond, California

Dear Ms. Beth:

This monthly remediation status report summarizes the remediation activities conducted by Terraphase Engineering Inc. (Terraphase) on behalf of the City of Richmond at the former Naval Fuel Depot Point Molate (the Site). This remediation status report is intended to meet the requirements of Task 9 in the Regional Water Quality Control Board (RWQCB) Order R2-2011-0087 (RWQCB 2011d). The requirements of Task 9 are as follows:

The Discharger shall submit a report to the Regional Water Board, 30 days prior to the start of any onsite remediation activities, and then on a monthly basis beginning 30 days after the start of the remediation activities, outlining the onsite remediation activities accomplished during the past month and those planned for the following month. The first monthly report at the beginning of each quarter shall include monitoring and test results and any conclusions or proposed changes to the remediation process based on those results. If any changes to the remediation are proposed during any monthly report, applicable supporting monitoring or test data will be submitted at that time. The status report shall also verify that the Prohibitions in Section A, stipulated above, have been adhered to. Should any of those prohibitions be trespassed, the report shall propose a recommendation acceptable to the Executive Officer to correct the trespass.

This remediation status report provides a monthly update on the progress of environmental investigations, remediation, maintenance, and monitoring at the Site. This report is organized around each task listed in the RWQCB Order R2-2011-0087 (RWQCB 2011d). Additional tasks related to the Installation Restoration (IR) Site 3 Packaged Groundwater Treatment Plant (PGWTP) and site-wide groundwater monitoring are included below. For major work tasks completed in 2014, please see the monthly status report for December 2014 (Terraphase 2014aa). A reference list of reports and submittals is included as an attachment to this letter.

Task 1: Soil Cleanup Goals (Compliance Date: February 13, 2012)

Work completed in November 2015:

1. None.

Major Work Items Previously Completed in 2015:

1. None.

Upcoming Work in December 2015:

1. None.

Task 2: Soil and Groundwater Management Plan (Compliance Date: March 15, 2012)

Complete - *Final Soil and Groundwater Management Plan submitted to the RWQCB September 21, 2012 (Terraphase 2012jj).*

Task 3a: IR Site 3 Feasibility Study and Remedial Action Plan (Compliance Date: May 4, 2012 Revised: February 28, 2014)

Complete - *Final Feasibility Study and Remedial Action Plan submitted to the RWQCB June 4, 2014 (Terraphase 2014o).*

Task 3b: IR Site 3 Remedial Action Completion Report (Compliance Date: February 3, 2014 Revised: June 30, 2015)

Remedial Action commenced August 2014 and was substantially completed in November 2015.

Work completed in November 2015:

1. Preparation of Remedial Action Completion Report

Major Work Items Previously Completed in 2015:

1. None.

Upcoming Work in December 2015:

1. Preparation of Remedial Action Completion Report

Task 4a: IR Site 4 Interim Remedial Action Work Plan (Compliance Date: April 3, 2012)

Complete - *IR Site 4 Interim Remedial Action Work Plan submitted to the RWQCB (Terraphase 2011r, 2012gg, 2012ii, and 2012mm).*

Task 4b: IR Site 4 Interim Remedial Action Completion Report (Compliance Date: November 2, 2012)

Work completed in November 2015:

2. None.

Major Work Items Previously Completed in 2015:

2. Submittal of Completion Report (Terraphase, 2015u).

Upcoming Work in December 2015:

1. None.

Task 4c: IR Site 4 Human Health Risk Assessment (Compliance Date: November 4, 2013)

Work completed in November 2015:

1. Preparation of HHRA work plan

Major Work Items Previously Completed in 2015:

1. None.

Upcoming Work in December 2015:

1. Preparation of HHRA work plan

Task 4d: IR Site 4 Feasibility Study and Remedial Action Plan (Compliance Date: February 3, 2014)

Not Applicable. This task may not be necessary dependent upon the outcome of Task 4c. A revised completion date will be requested from the RWQCB.

Task 4e: IR Site 4 Remedial Action Completion Report (Compliance Date: February 3, 2015)

Not Applicable. This task may not be necessary dependent upon the outcome of Task 4c. A revised completion date will be requested from the RWQCB.

Task 5: UST Management Plan (Compliance Date: March 4, 2013)

Work completed in November 2015:

1. Preparation of tank closure requests to the RWQCB for UST 2.

Major Work Items Previously Completed in 2015:

1. None.

Upcoming Work in December 2015:

1. Preparation of tank closure requests to the RWQCB for USTs 2, 15, 18, and 19 .

Task 6: UST Removal Plan (Compliance Date: 90 days prior to UST demolition)

Not Applicable – Triggered when demolition of a UST is contemplated. No UST demolition is scheduled at this time.

Task 7: UST Status Report (Compliance Date: June 3, 2012)

Work completed in November 2015:

1. Conducted the routine monthly UST closure monitoring inspections.
2. Submit Q3 UST Monitoring Report (Terraphase 2015w).

Major Work Items Previously Completed in 2015:

1. Submittal of Fourth Quarter/Annual 2014 UST Monitoring Report (Terraphase 2015d).
2. Submittal of Q1 2015 Quarterly Monitoring Report (Terraphase 2015j).
3. Preparation and submittal of Q2 UST Monitoring Report (Terraphase 2015p).
4. Conducted biannual UST interior inspection.

Upcoming Work in November 2015:

1. Conduct routine monthly UST closure monitoring inspections.

Task 8: Amended Land Use Controls (Compliance Date: When environmental closure is requested)

Not Applicable. No closures have been requested.

Task 9: Remediation Status Reports (Compliance Date: Monthly)

Work completed in November 2015:

1. Submitted the monthly remediation status report for October 2015 (Terraphase 2015x) to the RWQCB.
2. Submitted the insurance budget summary and project status update for June through September 2015 to the City of Richmond and the ACE Group.

Major Work Items Previously Completed in 2015:

1. Submitted the monthly remediation status report for January 2015 to the RWQCB (Terraphase 2015g).
2. Submitted the monthly remediation status report for February 2015 to the RWQCB (Terraphase 2015h).
3. Submitted the monthly remediation status report for March 2015 to the RWQCB (Terraphase 2015i).
4. Submitted the monthly remediation status report for April 2015 to the RWQCB (Terraphase 2015l).
5. Submitted the monthly remediation status report for May 2015 (Terraphase 2015m).
6. Submitted the monthly remediation status report for June 2015 (Terraphase 2015n) to the RWQCB.
7. Submitted the monthly remediation status report for July 2015 (Terraphase 2015r) to the RWQCB.
8. Submitted the monthly remediation status report for August 2015 (Terraphase 2015s) to the RWQCB.
9. Submitted the monthly remediation status report for Septmeber 2015 (Terraphase 2015t) to the RWQCB.

Upcoming Work in December 2015:

1. Submit the monthly remediation status report for November 2015 to the RWQCB.

Task 10: Discoveries During Facility Redevelopment (Compliance Date: 60 days from initial discovery)

None

Task 11: IR Site 1 ROD (Compliance Date: None)

Work completed in November 2015:

1. Routine monthly landfill inspection of signs, gates, locks, etc.
2. Routine operation, maintenance, and monitoring of the landfill treatment system.

3. Annual groundwater monitoring event.
4. Conduct quarterly site visit with Contra Costa Environmental Health.

Major Work Items Previously Completed in 2015:

1. Submittal of 2014 Annual Monitoring Report (Terraphase 2015e).
2. Maintenance of vegetation on the site including access to wells.

Upcoming Work in December 2015:

1. Routine monthly landfill inspection of signs, gates, locks, etc.
2. Routine operation, maintenance, and monitoring of the landfill treatment system.
3. Routine winter sampling of treatment system.
4. Conversion of treatment system to gravity fed system.

Task 12: Construction Stormwater General Permit (Compliance Date: Prior to field work)

A Notice of Intent was filed with the Water Board (Application # 449157) September 3, 2014. A WDID was issued for the project (2 07C370778).

IR Site 3: PGWTP

Terraphase, under the direction of the City of Richmond, operates, maintains, monitors, and prepares the quarterly and annual monitoring reports for the PGWTP under the existing General Waste Discharge Requirements for: Discharge or Reuse of Extracted and Treated Groundwater Resulting from the Cleanup of Groundwater Polluted by Volatile Organic Compounds (VOC), Fuel Leaks and Other Related Wastes (VOC and Fuel General Permit) (RWQCB 2012a). The following summarizes the activities related to the continued operation, maintenance, and monitoring of the PGWTP.

Work completed in November 2015:

1. Submittal of Q3 2015 Monitoring Report (Terraphase 2015v)

Major work items completed previously in 2015:

1. Submittal of Modified Notice of Intent (Terraphase 2015b).
2. Submittal of 2015 Annual Monitoring Report (Terraphase 2015f).
3. Submittal of Q1 2015 Monitoring Report (Terraphase 2015k).
4. Demobilization of all rental equipment associated with the PGWTP.
5. Preparation and submittal of Q2 2015 Monitoring Report (Terraphase 2015q).
6. Submittal of Notice of Termination for the VOC and Fuel General Permit to the RWQCB and receipt of Notice of Rescission from the RWQCB October 9, 2015.

Upcoming Work in December 2015:

1. None.

Site-wide Groundwater Monitoring

The purpose of the site-wide groundwater monitoring is to provide groundwater quality data that can be evaluated against established screening criteria for the Site. This program will help protect human health and the environment and prevent releases to the San Francisco Bay. Integrating data collected

under this program with previous data is intended to support compliance and closure in accordance with regulatory requirements. Groundwater monitoring is being conducted on a semi-annual basis (wet-season and dry-season) per the Site-Wide Groundwater Monitoring Plan (Terraphase 2011n) that was approved by the RWQCB on August 30, 2011 (RWQCB 2011b). Data collected is summarized and submitted as semi-annual monitoring reports to the RWQCB.

Work completed in November 2015:

1. Monthly monitoring and skimming of free product in wells MTWB-01R, MWT05-02, MWT08-01, MWT06-02, MW10-23, MW10-24.
2. Dry season 2015 semi-annual groundwater monitoring event.
3. Meeting with RWQCB regarding Workplan comments.

Major work items completed previously in 2015:

1. Dry Season 2014 annual groundwater monitoring report (Terraphase 2015c).
2. Draft Workplan for alternative quantification methodology, additional characterization and/or risk evaluation for areas outside of IR Site 3 where USEPA Method 8015 without Silica Gel Cleanup quantifies TPH and TPH decomposition products as exceeding the Fuel Product Action Levels within 150 feet of the San Pablo Bay (Terraphase 2015a).
3. Submittal of Wet Season 2015 semi-annual groundwater monitoring report (Terraphase 2015o)

Upcoming Work in December 2015:

1. Monthly monitoring and skimming of free product in wells MTWB-01R, MWT05-02, MWT08-01, MWT06-02, MW10-23, MW10-24.
2. Response to RWQCB comments on Draft Workplan for alternative quantification methodology, additional characterization and/or risk evaluation for areas outside of IR Site 3 where USEPA Method 8015 without Silica Gel Cleanup quantifies TPH and TPH decomposition products as exceeding the Fuel Product Action Levels within 150 feet of the San Pablo Bay (Terraphase 2015a).
3. Post monitoring event data evaluation and analysis.

Prohibitions Verification

As required in Task 9 of the RWQCB Order, the following prohibitions (Section A of the RWQCB Order) were adhered to during the remedial activities in November 2015, to the knowledge of Terraphase.

1. The discharge of wastes and/or non-hazardous or hazardous substances in a manner which will degrade, or threaten to degrade, water quality or adversely affect, or threaten to adversely affect, the beneficial uses of the waters of the State is prohibited.
2. Further migration of wastes or hazardous substances through subsurface transport to waters of the State is prohibited.
3. Activities associated with the subsurface investigation and cleanup that will cause adverse migration of wastes or hazardous substances are prohibited.
4. The tidal marsh habitat and wetland habitats onsite shall be completely avoided unless encroachment on these areas is required to implement Facility remediation work and resultant impacts to the affected habitat are mitigated through a plan approved by the Executive Officer. A setback of 50 feet shall be established around the tidal marsh and any wetland area as a means of preventing any unintended impacts to it from the remediation.

5. The Site's offshore eel-grass habitat shall be completely avoided during any remedial work to the maximum extent practicable.

Summary

The above detailed summaries by task provide a look at the ongoing remediation activities at the former Naval Fuel Depot Point Molate. The RWQCB accepted the Final FS/RAP on June 4, 2014. Construction at IR Site 3 was substantially completed in November 2015.

If you have questions regarding this report, please call Tomer Schetrit at (510) 645-1850.

Sincerely,
For Terraphase Engineering Inc.



Tomer Schetrit, PE (C81411)
Senior Project Engineer

cc: Craig Murray, City of Richmond
Carlos Privat, City of Richmond
Bruce Goodmiller, City of Richmond
LaShonda White, City of Richmond
Michael Leacox, NCE
James Whitcomb, BRAC Program Management Office
Venkat Puranapanda, ACE Group
Charles Duncan, PMCAC
Mark Howe, PMCAC
Joan Garret, PMCAC

Attachments: Point Molate Bibliography

Point Molate Bibliography

- City of Richmond. 2012. Letter from Richard Mitchell (Planning Department) to Mr. Tristan Tozer (California Office of Historic Preservation) RE: *Section 106 Consultation for the Point Molate IR Site 3 Remediation Project, Former Naval Fuel Depot Point Molate, Richmond, CA*. April 3.
- Innovative Technical Solutions, Inc. (ITSI). 2005. Post-Closure UST Maintenance and Monitoring Plan. December.
- LSA. 2014. Osprey Nest Deterrent Implementation Plan. Point Molate Fuel Depot, Richmond, CA. January 13 2014.
- Regional Water Quality Control Board - San Francisco Bay Region (RWQCB). 2006. Order No. R2-2006-0075 NPDES No. CAG912002 General Waste Discharge Requirements for: Discharge or Reuse of Extracted and Treated Groundwater Resulting from the Cleanup of Groundwater Polluted by Fuel Leaks and Other Related Wastes at Service Stations and Similar Sites. November 13.
- RWQCB. 2007. Letter from Ms. Lila Tang to United States Navy Subject: *Notice of General Permit Coverage for Discharges from the Packaged Groundwater Treatment Plant located at Naval Fuel Depot Point Molate, Richmond, Contra Costa County, CA 94801, under the Requirements of Order No. R2-2006-0075, NPDES Permit No. CAG912002 (Fuels General Permit)*. June 6.
- RWQCB. 2010. Letter from Mr. George Leyva to Mr. Levine RE: *Approval of Field Assessment Methodology for Potentially Mobile Free Petroleum Product at Installation Restoration (IR) Site 3 at the former Naval Fuel Depot (NFD) Point Molate, Richmond, Contra Costa County*. November 30.
- RWQCB. 2011a. Letter from Mr. George Levya to Mr. Steve Duran RE: *Approval of Excavation Delineation Work Plan for Former Point Molate NFD Site-3 Richmond, Contra Costa County*. August 26.
- RWQCB. 2011b. Letter from Mr. George Levya to Mr. Steve Duran RE: *Approval of Site-Wide Groundwater Monitoring Plan for the Former Point Molate Naval Fuel Depot, Richmond, Contra Costa County*. August 30.
- RWQCB. 2011c. Letter from Mr. George Levya to Mr. Steve Duran RE: *Approval of Draft Groundwater Remediation Work Plan, IR Site 4, Drum Lot 2/Building 87 Area, Former Naval Fuel Depot Point Molate, Richmond*. November 8.
- RWQCB. 2011d. Order No. R2-2011-0087 Updated Site Cleanup Requirements and Rescission of Order Nos. 95-235, 97-124 and 97-125, City of Richmond and United States Department of Defense, Department of the Navy for the: Former Point Molate Naval Fuel Depot, Located at 1009 Western Drive, Richmond, Contra Costa County. December 19.
- RWQCB. 2012a. Order No. R2-2012-0012 NPDES No. CAG912002 General Waste Discharge Requirements for: Discharge or Reuse of Extracted and Treated Groundwater Resulting from the Cleanup of Groundwater Polluted by Volatile Organic Compounds (VOC), Fuel Leaks and Other Related Wastes (VOC and Fuel General Permit). February 8.
- RWQCB. 2012b. Letter from Mr. George Levya to Mr. Bruce Goodmiller RE: *Review and Comments - Draft FS/RAP, Former Naval Fuel Depot Point Molate, Richmond, Contra Costa County*. February 17.
- RWQCB. 2012c. Letter from Ms. Lila Tang to Mr. Steve Duran RE: Reauthorization to Discharge from the Packaged Groundwater Treatment Plant (PGWTP) located at the former Naval Fuel Depot, Point



Pt Molate Report

PMCAC #56 January 11, 2016

Expenditures and balance from Navy Escrow Fund:

- Two Expenditures totaling \$425,659.76
- Balance: \$6,090,618.17

Expenditures and balance from City General Fund:

- Expenditures to date for FY 15-16 total \$135,205.
- Balance: \$201,506.

Insurance Report filings

- Report for Sept. 2015 included in the Dec.2015 PMCAC Agenda Packet.

Lease/Occupation status for all Pt. Molate Users

- No Caretaker review for December 2015 available/enclosed.
- Caretaker has attended the IR Site 3 Project Meetings conducted by PSEC

Monthly Summary of security incidents:

- December, 2015 report enclosed.
- No significant incidents were reported for December 2015.
- DP Security performed 37 Contacts during this period.
- DP Security provided seven guards to Pt Molate during this month and initiated 2043 security checks within Point Molate designated patrol site during the month of December 2015.

Monthly Summary of authorized entries:

- There were four public entry authorizations for prior month
- Three (3) toured and photographed historic buildings Brittany Mann, David Mann and Alex Polhlopek).
- One (1) visited to place photo markers and photograph King Tide event (Garrett)

Caretaker Summary

- Public Works Dept. indicated no report is available for this past period.

Beach Park

- Paul Carman provided a summary December activity report from the Friends of Point Molate group.
- EBRPD and City of Richmond held its Quarterly Liaison Meeting on December 18. Beyaert and Murray attended. There was discussion of the Pt Molate Trail development and receipt of initial comments of the proposed project design by the PMCAC Beach, Parks and Open Space Committee.

IR Site 3 Remediation and Abatement Project

- Bill Carson of Terraphase will be providing a current status update on IR Site 3 at tonight's meeting.
- A ribbon cutting site reopening event has been moved to Thursday, January 28 10am
- Red Rocks Marina is up for sale. This is significant historical location and place for the Richmond – Pt San Quentin/San Rafael ferry ran up until the Richmond San Rafael Bridge was built and open in 1956. Red Rocks property owner of record shows Castro Point, LLC, 3781 La Honda Road, San Gregorio, CA 94074. Murray and the Engineering Department Infrastructure Administrator met with Property Owner Kay Bell's Real Estate Broker Mike Friddle in December 2015 regarding existing infrastructure at the location. Further information on property may be obtained via Friddle Real Estate, Mike Friddle Broker, 421 Central Park Place, Brentwood, CA 94513, Phone: 925-513-1893, email: mike.friddle@comast.net.

Other

- Staff has been working with the US Navy to see if ETCA funds could be used to fund security services. On November 4, US Navy BRAC sent correspondence to the City that ETCA funds could not be used for security services for the former base. Since July 2015, DP Security, outside of their contract that expired in June 2015, provided ongoing service until this BRAC decision was made and the direction a new Security Service RFP would go either with Federal rules or local rules. On Nov.17, City Council authorized the request for funds through Feb.2016 to cover these security costs as allocated in the General Fund and to ready a RFP for Security Services and have a new firm in place by March 1, 2016.
- A Team of Five Reviewers from RPD, Recreation, Housing Authority, Engineering and City Manager's Office and a Contract Compliance Officer has reviewed a total of seven proposals to provide security services to Pt Molate to start a new Security Contract commencing March 1, 2016. It is expected that Staff will provide its recommendation for a new security services contractor to City Council at its February 2, 2016 meeting.

Pt. Molate Remediation Budget Report
As of January 8, 2016

Transactions	Date	Expenditures As of 1/8/2016	Revenues As of 1/8/2016	Balance As of 1/8/2016
State Water Resources Control Board	12/3/2010	\$ 3,553.88		\$ 23,297,717.97
Savings Interest - November 2010	12/15/2010		\$ 5,110.49	\$ 23,302,828.46
Savings Interest - November 2010	12/15/2010		\$ 760.49	\$ 23,303,588.95
Arcadis US Inc.	1/5/2011	\$ 105,245.30		\$ 23,198,343.65
RORE, Inc.	1/5/2011	\$ 31,581.00		\$ 23,166,762.65
Terraphase Engineering, Inc.	1/5/2011	\$ 37,142.09		\$ 23,129,620.56
Winehaven Partners, LLC	1/5/2011	\$ 5,418.11		\$ 23,124,202.45
Contra Costa Environmental Health	1/5/2011	\$ 474.00		\$ 23,123,728.45
City of Richmond - MoFo Reimbursement	1/5/2011	\$ 446.25		\$ 23,123,282.20
FAFC Fee Slip - November 2010	1/5/2011	\$ 300.00		\$ 23,122,982.20
Savings Interest - December 2010	1/26/2011		\$ 654.76	\$ 23,123,636.96
Savings Interest - December 2010	1/26/2011		\$ 4,621.71	\$ 23,128,258.67
Savings Interest - December 2010	1/26/2011		\$ 4,951.46	\$ 23,133,210.13
FAFC Fee Slip - December 2010	2/8/2011	\$ 300.00		\$ 23,132,910.13
FAFC Fee Slip - January 2011	2/8/2011	\$ 300.00		\$ 23,132,610.13
Terraphase Engineering, Inc.	2/16/2011	\$ 63,617.92		\$ 23,068,992.21
Winehaven Partners, LLC	2/16/2011	\$ 2,753.49		\$ 23,066,238.72
Contra Costa Environmental Health	2/16/2011	\$ 474.00		\$ 23,065,764.72
Savings Interest - January 2011	2/28/2011		\$ 567.29	\$ 23,066,332.01
Savings Interest - January 2011	2/28/2011		\$ 2,056.91	\$ 23,068,388.92
Savings Interest - January 2011	2/28/2011		\$ 4,918.91	\$ 23,073,307.83
Savings Interest - February 2011	3/1/2011		\$ 1,795.24	\$ 23,075,103.07
Bank Charges - February 2011	3/2/2011	\$ 35.00		\$ 23,075,068.07
Savings Interest Adjustment - February 2011	3/3/2011		\$ 411.38	\$ 23,075,479.45
Savings Interest - February 2011	3/3/2011		\$ 504.17	\$ 23,075,983.62
Savings Interest - June 2010	3/7/2011		\$ (493.14)	\$ 23,075,490.48
Bank Charge	3/7/2011		\$ 20.00	\$ 23,075,510.48
Savings Interest - July 2010	3/7/2011		\$ (732.37)	\$ 23,074,778.11
Savings Interest - August 2010	3/7/2011		\$ (773.33)	\$ 23,074,004.78
Savings Interest - September 2010	3/7/2011		\$ (725.31)	\$ 23,073,279.47
Savings Interest	3/7/2011		\$ 2,704.15	\$ 23,075,983.62
Savings Interest - February 2011	3/28/2011		\$ -	\$ 23,075,983.62
Savings Interest - February 2011	3/28/2011		\$ 4,435.35	\$ 23,080,418.97
Bank Charges - February 2010	3/28/2011	\$ 35.00		\$ 23,080,383.97
Savings Interest - March 2011	4/11/2011		\$ 1,150.69	\$ 23,081,534.66
Savings Interest - March 2011	4/11/2011		\$ -1,150.69	\$ 23,082,685.35
Terraphase Engineering, Inc. c/o Bookkeeping	4/18/2011	\$ 168,063.37		\$ 22,914,621.98
Winehaven Partners, LLC	4/18/2011	\$ 2,680.76		\$ 22,911,941.22
State Water Resources Control Board	4/18/2011	\$ 7,765.81		\$ 22,904,175.41
FAFC Fee Slip - Feb. to April 2011	4/18/2011	\$ 900.00		\$ 22,903,275.41
Bank Charges - March 2011	4/25/2011	\$ (35.00)		\$ 22,903,310.41
Savings Interest - March 2011	4/25/2011		\$ 4,904.82	\$ 22,908,215.23
Savings Interest - March 2011	4/25/2011		\$ 430.34	\$ 22,908,645.57
Savings Interest - March 2011	4/25/2011		\$ 82.19	\$ 22,908,727.76
FAFC Fee Slip - May 2011	5/6/2011	\$ 300.00		\$ 22,908,427.76
Savings Interest - April 2011	5/18/2011		\$ 4,575.58	\$ 22,913,003.34
Savings Interest - April 2011	5/18/2011		\$ 1,024.62	\$ 22,914,027.96
Savings Interest - April 2011	5/18/2011		\$ 1,025.75	\$ 22,915,053.71
Savings Interest - April 2011	5/18/2011		\$ 415.61	\$ 22,915,469.32
Savings Interest - March 2011	5/25/2011		\$ 2,058.59	\$ 22,917,527.91
Savings Interest - April 2011	5/25/2011		\$ 2,180.76	\$ 22,919,708.67
Terraphase Engineering, Inc	6/6/2011	\$ 78,656.54		\$ 22,841,052.13
Winehaven Partners, LLC	6/6/2011	\$ 362.75		\$ 22,840,689.38
FAFC Fee Slip - June 2011	6/6/2011	\$ 300.00		\$ 22,840,389.38
Savings Interest - May 2011	6/22/2011		\$ 1,710.88	\$ 22,842,100.26
Savings Interest - May 2011	6/22/2011		\$ 5,027.83	\$ 22,847,128.09

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Pt. Molate Remediation Budget Report
As of January 8, 2016

Transactions	Date	Expenditures	Revenues	Balance
		As of 1/8/2016	As of 1/8/2016	As of 1/8/2016
Savings Interest - May 2011	6/22/2011		\$ 427.76	\$ 22,847,555.85
Savings Interest - May 2011	6/22/2011		\$ 523.78	\$ 22,848,079.63
Savings Interest - May 2011	6/22/2011		\$ 1,049.53	\$ 22,849,129.16
Savings Interest - May 2011	6/22/2011		\$ 1,049.53	\$ 22,850,178.69
Difference between staff calculations and FAFC balance	6/30/2011		\$ 8.63	\$ 22,850,187.32
Terraphase Engineering, Inc. c/o Bookkeeping	7/7/2011	\$ 66,639.77		\$ 22,783,547.55
Winehaven Partners, LLC	7/7/2011	\$ 4,352.37		\$ 22,779,195.18
Savings Interest - June 2011	7/18/2011		\$ 7,000.65	\$ 22,786,195.83
Savings Interest - June 2011	7/18/2011		\$ 419.20	\$ 22,786,615.03
Savings Interest - June 2011	7/20/2011		\$ 2,034.00	\$ 22,788,649.03
Terraphase Engineering, Inc. c/o Bookkeeping	7/29/2011	\$ 37,573.67		\$ 22,751,075.36
Winehaven Partners, LLC	7/29/2011	\$ 574.96		\$ 22,750,500.40
State Water Resources Control Board	7/29/2011	\$ 8,397.38		\$ 22,742,103.02
FAFC Fee Slip - July 2011	7/29/2011	\$ 300.00		\$ 22,741,803.02
Terraphase Engineering, Inc. c/o Bookkeeping	8/23/2011	\$ 99,184.28		\$ 22,642,618.74
Winehaven Partners, LLC	8/23/2011	\$ 221.78		\$ 22,642,396.96
Contra Costa Environmental Health	8/23/2011	\$ 474.00		\$ 22,641,922.96
FAFC Fee Slip - August 2011	8/23/2011	\$ 300.00		\$ 22,641,622.96
Savings Interest - July 2011	8/24/2011		\$ 7,096.07	\$ 22,648,719.03
Savings Interest - July 2011	8/24/2011		\$ 2,097.56	\$ 22,650,816.59
Savings Interest	9/1/2011		\$ 8,047.46	\$ 22,658,864.05
City of Richmond - MoFo Reimbursement	9/8/2011	\$ 3,098.75		\$ 22,655,765.30
City of Richmond - Nichols Reimbursement	9/8/2011	\$ 9,655.72		\$ 22,646,109.58
FAFC Fee Slip - September 2011	9/8/2011	\$ 300.00		\$ 22,645,809.58
Terraphase Engineering, Inc. c/o Bookkeeping	9/14/2011	\$ 109,635.96		\$ 22,536,173.62
Winehaven Partners, LLC	9/14/2011	\$ 89.96		\$ 22,536,083.66
Savings Interest - August 2011	9/19/2011		\$ 2,090.17	\$ 22,538,173.83
Savings Interest - September 2011	10/12/2011		\$ 6,224.06	\$ 22,544,397.89
Terraphase Engineering, Inc. c/o Bookkeeping	10/21/2011	\$ 51,791.39		\$ 22,492,606.50
Winehaven Partners, LLC	10/21/2011	\$ 136.55		\$ 22,492,469.95
City of Richmond - MoFo Reimbursement	10/21/2011	\$ 7,505.00		\$ 22,484,964.95
Morrison & Foerster LLP	10/21/2011	\$ 3,520.00		\$ 22,481,444.95
Nichols Consulting Engineers, CHTD	10/21/2011	\$ 6,234.50		\$ 22,475,210.45
State Water Resources Control Board	10/21/2011	\$ 30,340.20		\$ 22,444,870.25
PG&E	10/21/2011	\$ 6,626.33		\$ 22,438,243.92
Savings Interest - September 2011	10/26/2011		\$ 1,997.61	\$ 22,440,241.53
Bank Saving Charge	11/1/2011	\$ 20.00		\$ 22,440,221.53
Savings Interest - October 2011	11/1/2011		\$ 1,265.06	\$ 22,441,486.59
Terraphase Engineering, Inc. c/o Bookkeeping	11/14/2011	\$ 71,065.26		\$ 22,370,421.33
Winehaven Partners, LLC	11/14/2011	\$ 127.23		\$ 22,370,294.10
Contra Costa Environmental Health	11/14/2011	\$ 474.00		\$ 22,369,820.10
Morrison & Foerster LLP	11/14/2011	\$ 1,933.75		\$ 22,367,886.35
Savings Interest - October 2011	11/21/2011		\$ 2,030.42	\$ 22,369,916.77
Terraphase Engineering, Inc. c/o Bookkeeping	12/8/2011	\$ 158,309.56		\$ 22,211,607.21
Winehaven Partners, LLC	12/8/2011	\$ 127.36		\$ 22,211,479.85
Morrison & Foerster LLP	12/8/2011	\$ 5,305.00		\$ 22,206,174.85
Nichols Consulting Engineers, CHTD	12/8/2011	\$ 4,845.00		\$ 22,201,329.85
State Water Resources Control Board	12/8/2011	\$ 36,003.36		\$ 22,165,326.49
PG&E	12/8/2011	\$ 3,016.85		\$ 22,162,309.64
FAFC Fee Slip - November & December 2011	12/8/2011	\$ 600.00		\$ 22,161,709.64
Savings Interest - November 2011	12/12/2011		\$ 1,955.50	\$ 22,163,665.14
Terraphase Engineering, Inc.	1/25/2012	\$ 110,282.57		\$ 22,053,382.57
Winehaven Partners, LLC	1/25/2012	\$ 127.42		\$ 22,053,255.15
Morrison & Foerster LLP	1/25/2012	\$ 297.50		\$ 22,052,957.65
State Water Resources Control Board	1/25/2012	\$ 11,195.00		\$ 22,041,762.65
Contra Costa Health Services	1/25/2012	\$ 395.00		\$ 22,041,367.65

Pt. Molate Remediation Budget Report
As of January 8, 2016

Transactions	Date	Expenditures	Revenues	Balance
		As of 1/8/2016	As of 1/8/2016	As of 1/8/2016
Savings Interest - Decemerr 2011	1/30/2012		\$ 2,005.79	\$ 22,043,373.44
Savings Interest - January 2012	2/22/2012		\$ 1,997.55	\$ 22,045,370.99
FAFC Fee Slip - January & February 2012	2/29/2012	\$ 600.00		\$ 22,044,770.99
FAFC Fee Slip - March 2012	3/8/2012	\$ 300.00		\$ 22,044,470.99
FAFC Fee Slip - October 2011	3/8/2012	\$ 300.00		\$ 22,044,170.99
Savings Interest - February 2012	3/14/2012		\$ 1,860.86	\$ 22,046,031.85
Terraphase Engineering, Inc.	3/15/2012	\$ 61,726.26		\$ 21,984,305.59
Terraphase Engineering, Inc.	3/15/2012	\$ 145,489.51		\$ 21,838,816.08
Morrison & Foerster LLP	3/15/2012	\$ 5,801.25		\$ 21,833,014.83
State Water Resources Control Board	3/15/2012	\$ 48,269.05		\$ 21,784,745.78
PG&E	3/15/2012	\$ 3,026.91		\$ 21,781,718.87
FAFC Fee Slip - April 2012	4/16/2012	\$ 300.00		\$ 21,781,418.87
Terraphase Engineering, Inc.	4/23/2012	\$ 121,263.22		\$ 21,660,155.65
Winehaven Partners, LLC	4/23/2012	\$ 137.42		\$ 21,660,018.23
Winehaven Partners, LLC	4/23/2012		\$ 127.42	\$ 21,660,145.65
Morrison & Foerster LLP	4/23/2012	\$ 1,611.25		\$ 21,658,534.40
Savings Interest - March 2012	4/30/2012		\$ 1,979.63	\$ 21,660,514.03
FAFC Fee Slip - May 2012	5/18/2012	\$ 300.00		\$ 21,660,214.03
Terraphase Engineering, Inc.	5/18/2012	\$ 154,907.80		\$ 21,505,306.23
Morrison & Foerster LLP	5/18/2012	\$ 297.50		\$ 21,505,008.73
Savings Interest - April 2012	5/21/2012		\$ 1,900.11	\$ 21,506,908.84
FAFC Fee Slip - May 2012	6/7/2012	\$ 290.00		\$ 21,506,618.84
Savings Interest - May 2012	6/18/2012		\$ 1,950.31	\$ 21,508,569.15
Terraphase Engineering, Inc.	7/9/2012	\$ 129,899.78		\$ 21,378,669.37
Morrison & Foerster LLP	7/9/2012	\$ 1,041.25		\$ 21,377,628.12
City of Richmond - MoFo Reimbursement	7/9/2012	\$ 10,614.35		\$ 21,367,013.77
AT&T	7/9/2012	\$ 34.16		\$ 21,366,979.61
State Water Resources Control Board	7/9/2012	\$ 40,507.27		\$ 21,326,472.34
City of Richmond - Single audit Reimbursement	7/9/2012	\$ 10,234.00		\$ 21,316,238.34
Nichols Consulting Engineers, CHTD	7/9/2012	\$ 22,670.75		\$ 21,293,567.59
Savings Interest - June 2012	7/16/2012		\$ 1,879.15	\$ 21,295,446.74
Terraphase Engineering, Inc.	7/20/2012	\$ 133,279.02		\$ 21,162,167.72
Savings Interest - July 2012	8/22/2012		\$ 1,929.33	\$ 21,164,097.05
Terraphase Engineering, Inc.	8/29/2012	\$ 70,585.19		\$ 21,093,511.86
Contra Costa Health Services	8/29/2012	\$ 632.00		\$ 21,092,879.86
Savings Interest - August 2012	9/12/2012		\$ 1,923.15	\$ 21,094,803.01
Terraphase Engineering, Inc.	9/19/2012	\$ 68,665.72		\$ 21,026,137.29
FAFC Fee Slip - May 2012	10/1/2012	\$ 900.00		\$ 21,025,237.29
FAFC Fee Slip - May 2012	10/9/2012	\$ 300.00		\$ 21,024,937.29
Savings Interest - September 2012	10/15/2012		\$ 1,853.35	\$ 21,026,790.64
Terraphase Engineering, Inc.	10/30/2012	\$ 103,672.81		\$ 20,923,117.83
Contra Costa Health Services	10/30/2012	\$ 316.00		\$ 20,922,801.83
State Water Resources Control Board	10/30/2012	\$ 31,116.76		\$ 20,891,685.07
Savings Interest - October 2012	11/16/2012		\$ 1,911.44	\$ 20,893,596.51
State Water Resources Control Board	12/6/2012	\$ 11,195.00		\$ 20,882,401.51
Nichols Consulting Engineers, CHTD	12/6/2012	\$ 12,945.00		\$ 20,869,456.51
Terraphase Engineering, Inc.	12/6/2012	\$ 174,878.31		\$ 20,694,578.20
FAFC Fee Slip - November 2012	12/11/2012	\$ 300.00		\$ 20,694,278.20
FAFC Fee Slip - December 2012	12/11/2012	\$ 300.00		\$ 20,693,978.20
Savings Interest - Novemeber 2012	12/19/2012		\$ 1,838.75	\$ 20,695,816.95
Nichols Consulting Engineers, CHTD	12/21/2012	\$ 2,016.64		\$ 20,693,800.31
Terraphase Engineering, Inc.	12/21/2012	\$ 269,077.05		\$ 20,424,723.26
FAFC Fee Slip - January 2013	1/7/2013	\$ 300.00		\$ 20,424,423.26
Savings Interest - December 2012	1/23/2013		\$ 1,885.68	\$ 20,426,308.94
Nichols Consulting Engineers, CHTD	1/29/2013	\$ 1,905.00		\$ 20,424,403.94
FAFC Fee Slip - February 2013	2/8/2013	\$ 300.00		\$ 20,424,103.94
Terraphase Engineering, Inc.	2/12/2013	\$ 281,577.64		\$ 20,142,526.30
Contra Costa Health Services	2/12/2013	\$ 316.00		\$ 20,142,210.30
Savings Interest - January 2013	2/13/2013		\$ 3,340.54	\$ 20,145,550.84
FAFC Fee Slip - March 2013	3/4/2013	\$ 300.00		\$ 20,145,250.84
Savings Interest - February 2013	3/18/2013		\$ 3,040.52	\$ 20,148,291.36
Terraphase Engineering, Inc.	4/2/2013	\$ 202,972.88		\$ 19,945,318.48

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As of January 8, 2016

Transactions	Date	Expenditures As of 1/8/2016	Revenues As of 1/8/2016	Balance As of 1/8/2016
State Water Resources Control Board	4/2/2013	\$ 23,492.08		\$ 19,921,826.40
FAFC Fee Slip - April 2013	4/4/2013	\$ 300.00		\$ 19,921,526.40
Savings Interest - March 2013	4/16/2013		\$ 3,346.60	\$ 19,924,873.00
Terraphase Engineering, Inc.	4/30/2013	\$ 82,590.63		\$ 19,842,282.37
Terraphase Engineering, Inc.	5/1/2013	\$ 75,316.43		\$ 19,766,965.94
FAFC Fee Slip - May 2013	5/1/2013	\$ 300.00		\$ 19,766,665.94
Savings Interest - April 2013	5/13/2013		\$ 3,206.73	\$ 19,769,872.67
Savings Interest - May 2013	6/14/2013		\$ 3,287.38	\$ 19,773,160.05
Terraphase Engineering, Inc.	6/14/2013	\$ 43,556.01		\$ 19,729,604.04
Contra Costa Health Services	6/14/2013	\$ 348.00		\$ 19,729,256.04
Savings Interest - June 2013	7/10/2013		\$ 3,180.04	\$ 19,732,436.08
FAFC Fee Slip - June & July 2013	8/2/2013	\$ 600.00		\$ 19,731,836.08
Terraphase Engineering, Inc.	8/8/2013	\$ 44,555.23		\$ 19,687,280.85
Contra Costa Health Services	8/8/2013	\$ 348.00		\$ 19,686,932.85
State Water Resources Control Board	8/8/2013	\$ 10,078.39		\$ 19,676,854.46
Terraphase Engineering, Inc.	8/8/2013	\$ 60,528.86		\$ 19,616,325.60
Nichols Consulting Engineers, CHTD	8/8/2013	\$ 1,046.00		\$ 19,615,279.60
Savings Interest - July 2013	8/12/2013		\$ 1,824.74	\$ 19,617,104.34
Savings Interest - August 2013	9/11/2013		\$ 1,818.23	\$ 19,618,922.57
Union Bank Fee	9/20/2013	\$ 1,560.00		\$ 19,617,362.57
Terraphase Engineering, Inc.	10/17/2013	\$ 51,248.57		\$ 19,566,114.00
Nichols Consulting Engineers, CHTD	10/17/2013	\$ 24,745.00		\$ 19,541,369.00
Terraphase Engineering, Inc.	11/15/2013	\$ 28,351.81		\$ 19,513,017.19
Terraphase Engineering, Inc.	12/18/2013	\$ 68,604.41		\$ 19,444,412.78
Contra Costa Health Services	12/18/2013	\$ 348.00		\$ 19,444,064.78
State Water Resources Control Board	12/18/2013	\$ 1,952.67		\$ 19,442,112.11
State Water Resources Control Board	12/18/2013	\$ 11,877.00		\$ 19,430,235.11
Terraphase Engineering, Inc.	12/20/2013	\$ 66,328.38		\$ 19,363,906.73
Interest earned	9/13 - 11/13		\$ 409.95	\$ 19,364,316.68
Terraphase Engineering, Inc.	2/10/2014	\$ 65,579.43		\$ 19,298,737.25
Contra Costa Health Services	2/10/2014	\$ 348.00		\$ 19,298,389.25
State Water Resources Control Board	2/10/2014	\$ 19,032.82		\$ 19,279,356.43
Terraphase Engineering, Inc.	3/17/2014	\$ 103,683.69		\$ 19,175,672.74
Terraphase Engineering, Inc.	3/27/2014	\$ 102,373.52		\$ 19,073,299.22
State Water Resources Control Board	3/27/2014	\$ 6,224.57		\$ 19,067,074.65
Interest earned	12/13 - 5/14		\$ 959.40	\$ 19,068,034.05
Terraphase Engineering, Inc.	5/6/2014	\$ 68,324.79		\$ 18,999,709.26
Terraphase Engineering, Inc.	6/3/2014	\$ 61,640.00		\$ 18,938,069.26
State Water Resources Control Board	6/3/2014	\$ 553.32		\$ 18,937,515.94
Contra Costa Health Services	6/3/2014	\$ 348.00		\$ 18,937,167.94
City of Richmond - 2012 Single Audit Reimbursement	6/3/2014	\$ 10,227.00		\$ 18,926,940.94
City of Richmond - 2013 Single Audit Reimbursement	6/3/2014	\$ 9,200.00		\$ 18,917,740.94
Terraphase Engineering, Inc.	7/11/2014	\$ 36,883.79		\$ 18,880,857.15
Terraphase Engineering, Inc.	8/2/2014	\$ 52,505.63		\$ 18,828,351.52
State Water Resources Control Board	8/2/2014	\$ 20,589.19		\$ 18,807,762.33
Nichols Consulting Engineers, CHTD	8/2/2014	\$ 18,683.67		\$ 18,789,078.66
Terraphase Engineering, Inc.	9/2/2014	\$ 51,882.72		\$ 18,737,195.94
Union Bank - Annual Fees (9/1/14 - 8/31/15)	9/17/2014	\$ 1,060.00		\$ 18,736,135.94
Terraphase Engineering, Inc.	9/27/2014	\$ 114,953.96		\$ 18,621,181.98
Nichols Consulting Engineers, CHTD	9/27/2014	\$ 57,071.54		\$ 18,564,110.44
BPXpress	9/27/2014	\$ 1,145.64		\$ 18,562,964.80
Terraphase Engineering, Inc.	10/25/2014	\$ 95,929.77		\$ 18,467,035.03
Pacific States Environmental Contractors, Inc.	10/31/2014	\$ 855,815.67		\$ 17,611,219.36
State Water Resources Control Board	11/19/2014	\$ 34,327.45		\$ 17,576,891.91
Terraphase Engineering, Inc.	11/27/2014	\$ 204,422.29		\$ 17,372,469.62
State Water Resources Control Board	11/27/2014	\$ 11,497.00		\$ 17,360,972.62
Pacific States Environmental Contractors, Inc.	12/10/2014	\$ 1,006,214.83		\$ 16,354,757.79
Pacific States Environmental Contractors, Inc.	1/9/2015	\$ 779,224.77		\$ 15,575,533.02
Nichols Consulting Engineers, CHTD	1/20/2015	\$ 24,708.88		\$ 15,550,824.14
Terraphase Engineering, Inc.	1/20/2015	\$ 104,493.74		\$ 15,446,330.40
State Water Resources Control Board	1/20/2015	\$ 11,497.00		\$ 15,434,833.40
Pacific States Environmental Contractors, Inc.	1/27/2015	\$ 23,947.99		\$ 15,410,885.41
Pacific States Environmental Contractors, Inc.	3/11/2015	\$ 67,017.85		\$ 15,343,867.56

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Transactions	Date	Expenditures	Revenues	Balance
		As of 1/8/2016	As of 1/8/2016	As of 1/8/2016
Terraphase Engineering, Inc.	3/11/2015	\$ 125,312.63		\$ 15,218,554.93
Terraphase Engineering, Inc.	3/11/2015	\$ 90,210.64		\$ 15,128,344.29
Pacific States Environmental Contractors, Inc.	3/19/2015	\$ 7,324.50		\$ 15,121,019.79
State Water Resources Control Board	3/19/2015	\$ 18,593.45		\$ 15,102,426.34
Terraphase Engineering, Inc.	3/26/2015	\$ 87,923.69		\$ 15,014,502.65
Terraphase Engineering, Inc.	4/23/2015	\$ 139,943.20		\$ 14,874,559.45
Pacific States Environmental Contractors, Inc.	5/27/2015	\$ 259,652.05		\$ 14,614,907.40
Nichols Consulting Engineers, CHTD	5/27/2015	\$ 19,792.56		\$ 14,595,114.84
Terraphase Engineering, Inc.	6/1/2015	\$ 125,374.10		\$ 14,469,740.74
Pacific States Environmental Contractors, Inc.	6/12/2015	\$ 1,705,593.08		\$ 12,764,147.66
Pacific States Environmental Contractors, Inc.	6/29/2015	\$ 2,211,213.49		\$ 10,552,934.17
State Water Resources Control Board	6/29/2015	\$ 13,325.32		\$ 10,539,608.85
City of Richmond (reimbursement for Single Audit)	6/29/2015	\$ 6,478.01		\$ 10,533,130.84
Nichols Consulting Engineers, CHTD	6/29/2015	\$ 43,179.74		\$ 10,489,951.10
Terraphase Engineering, Inc.	6/29/2015	\$ 126,704.25		\$ 10,363,246.85
Nichols Consulting Engineers, CHTD	7/28/2015	\$ 23,625.00		\$ 10,339,621.85
Terraphase Engineering, Inc.	8/3/2015	\$ 133,605.29		\$ 10,206,016.56
Pacific States Environmental Contractors, Inc.	8/11/2015	\$ 1,831,042.78		\$ 8,374,973.78
Pacific States Environmental Contractors, Inc.	9/17/2015	\$ 1,300,776.20		\$ 7,074,197.58
Terraphase Engineering, Inc.	9/17/2015	\$ 135,433.09		\$ 6,938,764.49
Union Bank Administrative Fees	9/23/2015	\$ 1,060.00		\$ 6,937,704.49
State Water Resources Control Board	10/28/2015	\$ 10,600.60		\$ 6,927,103.89
Terraphase Engineering, Inc.	10/28/2015	\$ 140,582.81		\$ 6,786,521.08
Nichols Consulting Engineers, CHTD	10/28/2015	\$ 12,601.89		\$ 6,773,919.19
State Water Resources Control Board - SCP Program	11/30/2015	\$ 15,344.24		\$ 6,758,574.95
Terraphase Engineering, Inc.	11/30/2015	\$ 88,207.01		\$ 6,670,367.94
Pacific States Environmental Contractors, Inc.	11/30/2015	\$ 153,431.01		\$ 6,516,936.93
State Water Resources Control Board	11/30/2015	\$ 659.00		\$ 6,516,277.93
Contra Costa Environmental Health	12/21/2015	\$ 522.00		\$ 6,515,755.93
Pacific States Environmental Contractors, Inc.	12/21/2015	\$ 425,137.76		\$ 6,090,618.17
Current as of 1/8/2016		\$ 22,616,743.58	\$ 207,361.75	
Remaining Balance				\$ 6,090,618.17

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Pt. Molate Remediation Budget Report
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Vendors	Date	Expenditures As of 1/8/2016	Revenues As of 1/8/2016	Balance As of 1/8/2016
Contra Costa Environmental Health				
Contra Costa Environmental Health/CCHS	1/5/2011	\$ 474.00		
Contra Costa Environmental Health/CCHS	2/16/2011	\$ 474.00		
Contra Costa Environmental Health/CCHS	8/23/2011	\$ 474.00		
Contra Costa Environmental Health/CCHS	11/14/2011	\$ 474.00		
Contra Costa Environmental Health/CCHS	1/25/2012	\$ 395.00		
Contra Costa Environmental Health/CCHS	8/29/2012	\$ 632.00		
Contra Costa Environmental Health/CCHS	10/30/2012	\$ 316.00		
Contra Costa Environmental Health/CCHS	2/12/2013	\$ 316.00		
Contra Costa Environmental Health/CCHS	6/14/2013	\$ 348.00		
Contra Costa Environmental Health/CCHS	8/8/2013	\$ 348.00		
Contra Costa Environmental Health/CCHS	12/18/2013	\$ 348.00		
Contra Costa Environmental Health/CCHS	2/10/2014	\$ 348.00		
Contra Costa Environmental Health/CCHS	6/3/2014	\$ 348.00		
Contra Costa Environmental Health/CCHS	12/21/2015	\$ 522.00		
TOTAL		\$ 5,817.00	\$ -	\$ 5,817.00
Escrow Account Holder Fees				
FAFC Fee Slip - April 2012	4/16/2012	\$ 300.00		
FAFC Fee Slip - April 2013	4/4/2013	\$ 300.00		
FAFC Fee Slip - August 2010	9/13/2010	\$ 300.00		
FAFC Fee Slip - August 2011	8/23/2011	\$ 300.00		
FAFC Fee Slip - December 2010	2/8/2011	\$ 300.00		
FAFC Fee Slip - December 2012	12/11/2012	\$ 300.00		
FAFC Fee Slip - Feb. to April 2011	4/18/2011	\$ 900.00		
FAFC Fee Slip - February 2013	2/8/2013	\$ 300.00		
FAFC Fee Slip - January & February 2012	2/29/2012	\$ 600.00		
FAFC Fee Slip - January 2011	2/8/2011	\$ 300.00		
FAFC Fee Slip - January 2013	1/7/2013	\$ 300.00		
FAFC Fee Slip - July 2011	7/29/2011	\$ 300.00		
FAFC Fee Slip - June & July 2013	8/2/2013	\$ 600.00		
FAFC Fee Slip - June 2011	6/6/2011	\$ 300.00		
FAFC Fee Slip - March 2012	3/8/2012	\$ 300.00		
FAFC Fee Slip - March 2013	3/4/2013	\$ 300.00		
FAFC Fee Slip - May - Julu 2010	8/16/2010	\$ 900.00		
FAFC Fee Slip - May 2011	5/6/2011	\$ 300.00		
FAFC Fee Slip - May 2012	5/18/2012	\$ 300.00		
FAFC Fee Slip - May 2012	6/7/2012	\$ 290.00		
FAFC Fee Slip - May 2012	10/1/2012	\$ 900.00		
FAFC Fee Slip - May 2012	10/9/2012	\$ 300.00		
FAFC Fee Slip - May 2013	5/1/2013	\$ 300.00		
FAFC Fee Slip - November & December 2011	12/8/2011	\$ 600.00		
FAFC Fee Slip - November 2010	1/5/2011	\$ 300.00		
FAFC Fee Slip - November 2012	12/11/2012	\$ 300.00		
FAFC Fee Slip - October 2010	11/8/2010	\$ 300.00		
FAFC Fee Slip - October 2011	3/8/2012	\$ 300.00		
FAFC Fee Slip - September 2010	10/7/2010	\$ 300.00		
FAFC Fee Slip - September 2011	9/8/2011	\$ 300.00		
First American Fund Control	11/1/2010	\$ 2,704.15		
First American Fund Control (FAFC) Setup Fee	4/20/2010	\$ 1,000.00		
Union Bank Fees	9/20/2013	\$ 1,560.00		
Union Bank - Annual Fees (9/1/14 - 8/31/15)	9/17/2014	\$ 1,060.00		
Union Bank - Annual Fees (9/1/15 - 8/31/16)	9/23/2015	\$ 1,060.00		
TOTAL		\$ 19,074.15	\$ -	\$ 19,074.15

3A1.8

Pt. Molate Remediation Budget Report
As of January 8, 2016

Vendors	Date	Expenditures As of 1/8/2016	Revenues As of 1/8/2016	Balance As of 1/8/2016
Morrison & Foerster LLP				
Morrison & Foerster LLP	10/21/2011	\$ 3,520.00		
Morrison & Foerster LLP	11/14/2011	\$ 1,933.75		
Morrison & Foerster LLP	12/8/2011	\$ 5,305.00		
Morrison & Foerster LLP	1/25/2012	\$ 297.50		
Morrison & Foerster LLP	3/15/2012	\$ 5,801.25		
Morrison & Foerster LLP	4/23/2012	\$ 1,611.25		
Morrison & Foerster LLP	5/18/2012	\$ 297.50		
Morrison & Foerster LLP	7/9/2012	\$ 1,041.25		
TOTAL		\$ 19,807.50	\$ -	\$ 19,807.50
Nichols Consulting Engineers, CHTD				
Nichols Consulting Engineers, CHTD	10/21/2011	\$ 6,234.50		
Nichols Consulting Engineers, CHTD	12/8/2011	\$ 4,845.00		
Nichols Consulting Engineers, CHTD	7/9/2012	\$ 22,670.75		
Nichols Consulting Engineers, CHTD	12/6/2012	\$ 12,945.00		
Nichols Consulting Engineers, CHTD	12/21/2012	\$ 2,016.64		
Nichols Consulting Engineers, CHTD	1/29/2013	\$ 1,905.00		
Nichols Consulting Engineers, CHTD	8/8/2013	\$ 1,046.00		
Nichols Consulting Engineers, CHTD	10/17/2013	\$ 24,745.00		
Nichols Consulting Engineers, CHTD	8/1/2014	\$ 18,683.67		
Nichols Consulting Engineers, CHTD	9/27/2014	\$ 57,071.54		
Nichols Consulting Engineers, CHTD	1/20/2015	\$ 24,708.88		
Nichols Consulting Engineers, CHTD	5/27/2015	\$ 19,792.56		
Nichols Consulting Engineers, CHTD	6/29/2015	\$ 43,179.74		
Nichols Consulting Engineers, CHTD	7/28/2015	\$ 23,625.00		
Nichols Consulting Engineers, CHTD	10/28/2015	\$ 12,601.89		
TOTAL		\$ 276,071.17	\$ -	\$ 276,071.17
Pacific States Environmental Contractors, Inc.				
Pacific States Environmental Contractors, Inc.	10/31/2014	\$ 855,815.67		
Pacific States Environmental Contractors, Inc.	12/10/2014	\$ 1,006,214.83		
Pacific States Environmental Contractors, Inc.	1/9/2015	\$ 779,224.77		
Pacific States Environmental Contractors, Inc.	1/27/2015	\$ 23,947.99		
Pacific States Environmental Contractors, Inc.	3/11/2015	\$ 67,017.85		
Pacific States Environmental Contractors, Inc.	3/19/2015	\$ 7,324.50		
Pacific States Environmental Contractors, Inc.	5/27/2015	\$ 259,652.05		
Pacific States Environmental Contractors, Inc.	6/12/2015	\$ 1,705,593.08		
Pacific States Environmental Contractors, Inc.	6/29/2015	\$ 2,211,213.49		
Pacific States Environmental Contractors, Inc.	8/11/2015	\$ 1,831,042.78		
Pacific States Environmental Contractors, Inc.	9/17/2015	\$ 1,300,776.20		
Pacific States Environmental Contractors, Inc.	11/30/2015	\$ 153,431.01		
Pacific States Environmental Contractors, Inc.	1/8/2016	\$ 425,137.76		
TOTAL		\$ 10,626,391.98	\$ -	\$ 10,626,391.98
PG&E				
PG&E	10/21/2011	\$ 6,626.33		
PG&E	12/8/2011	\$ 3,016.85		
PG&E	3/15/2012	\$ 3,026.91		
TOTAL		\$ 12,670.09	\$ -	\$ 12,670.09
RORE, Inc.				
RORE, Inc.	1/5/2011	\$ 31,581.00		
TOTAL		\$ 31,581.00	\$ -	\$ 31,581.00

8A1.9

Pt. Molate Remediation Budget Report
As of January 8, 2016

Vendors	Date	Expenditures As of 1/8/2016	Revenues As of 1/8/2016	Balance As of 1/8/2016
Savings Interest				
Savings Interest	9/1/2011		\$ 8,047.46	
Savings Interest	3/7/2011		\$ 2,704.15	
Savings Interest - April 2010	5/10/2010		\$ 1,989.85	
Savings Interest - April 2010	5/12/2010		\$ 3,218.95	
Savings Interest - April 2011	5/18/2011		\$ 4,575.58	
Savings Interest - April 2011	5/18/2011		\$ 1,024.62	
Savings Interest - April 2011	5/18/2011		\$ 1,025.75	
Savings Interest - April 2011	5/18/2011		\$ 415.61	
Savings Interest - April 2011	5/25/2011		\$ 2,180.76	
Savings Interest - April 2012	5/21/2012		\$ 1,900.11	
Savings Interest - April 2013	5/13/2013		\$ 3,206.73	
Savings Interest - August 2010	9/15/2010		\$ 773.33	
Savings Interest - August 2010	9/15/2010		\$ 773.33	
Savings Interest - August 2010	9/15/2010		\$ 2,564.97	
Savings Interest - August 2010	9/15/2010		\$ 5,136.59	
Savings Interest - August 2010	3/7/2011		\$ (773.33)	
Savings Interest - August 2011	9/19/2011		\$ 2,090.17	
Savings Interest - August 2012	9/12/2012		\$ 1,923.15	
Savings Interest - December 2010	1/26/2011		\$ 654.76	
Savings Interest - December 2010	1/26/2011		\$ 4,621.71	
Savings Interest - December 2010	1/26/2011		\$ 4,951.46	
Savings Interest - December 2012	1/23/2013		\$ 1,885.68	
Savings Interest - Decemberr 2011	1/30/2012		\$ 2,005.79	
Savings Interest - February 2011	3/1/2011		\$ 1,795.24	
Savings Interest - February 2011	3/3/2011		\$ 504.17	
Savings Interest - February 2011	3/28/2011		\$ -	
Savings Interest - February 2011	3/28/2011		\$ 4,435.35	
Savings Interest - February 2012	3/14/2012		\$ 1,860.86	
Savings Interest - February 2013	3/18/2013		\$ 3,040.52	
Savings Interest - January 2011	2/28/2011		\$ 567.29	
Savings Interest - January 2011	2/28/2011		\$ 2,056.91	
Savings Interest - January 2011	2/28/2011		\$ 4,918.91	
Savings Interest - January 2012	2/22/2012		\$ 1,997.55	
Savings Interest - January 2013	2/13/2013		\$ 3,340.54	
Savings Interest - July 2010	8/11/2010		\$ 732.37	
Savings Interest - July 2010	8/11/2010		\$ 732.37	
Savings Interest - July 2010	8/11/2010		\$ 2,409.34	
Savings Interest - July 2010	8/11/2010		\$ 4,830.04	
Savings Interest - July 2010	3/7/2011		\$ (732.37)	
Savings Interest - July 2011	8/24/2011		\$ 7,096.07	
Savings Interest - July 2011	8/24/2011		\$ 2,097.56	
Savings Interest - July 2012	8/22/2012		\$ 1,929.33	
Savings Interest - July 2013			\$ 1,824.74	
Savings Interest - June 2010	7/26/2010		\$ 493.14	
Savings Interest - June 2010	7/26/2010		\$ 493.14	
Savings Interest - June 2010	7/26/2010		\$ 2,852.41	
Savings Interest - June 2010	7/26/2010		\$ 5,330.73	
Savings Interest - June 2010	3/7/2011		\$ (493.14)	
Savings Interest - June 2011	7/18/2011		\$ 7,000.65	
Savings Interest - June 2011	7/18/2011		\$ 419.20	
Savings Interest - June 2011	7/20/2011		\$ 2,034.00	
Savings Interest - June 2012	7/16/2012		\$ 1,879.15	
Savings Interest - June 2013	7/10/2013		\$ 3,180.04	
Savings Interest - March 2011	4/11/2011		\$ 1,150.69	
Savings Interest - March 2011	4/11/2011		\$ 1,150.69	
Savings Interest - March 2011	4/25/2011		\$ 4,904.82	
Savings Interest - March 2011	4/25/2011		\$ 430.34	
Savings Interest - March 2011	4/25/2011		\$ 82.19	
Savings Interest - March 2011	5/25/2011		\$ 2,058.59	

8A1.10

Pt. Molate Remediation Budget Report
As of January 8, 2016

Vendors	Date	Expenditures As of 1/8/2016	Revenues As of 1/8/2016	Balance As of 1/8/2016
Savings Interest - March 2012	4/30/2012		\$ 1,979.63	
Savings Interest - March 2013	4/16/2013		\$ 3,346.60	
Savings Interest - May 2010	6/11/2010		\$ 2,712.51	
Savings Interest - May 2010	6/11/2010		\$ 4,521.30	
Savings Interest - May 2011	6/22/2011		\$ 1,710.88	
Savings Interest - May 2011	6/22/2011		\$ 5,027.83	
Savings Interest - May 2011	6/22/2011		\$ 427.76	
Savings Interest - May 2011	6/22/2011		\$ 523.78	
Savings Interest - May 2011	6/22/2011		\$ 1,049.53	
Savings Interest - May 2011	6/22/2011		\$ 1,049.53	
Savings Interest - May 2012	6/18/2012		\$ 1,950.31	
Savings Interest - May 2013	6/14/2013		\$ 3,287.38	
Savings Interest - November 2010	12/15/2010		\$ 5,110.49	
Savings Interest - November 2010	12/15/2010		\$ 760.49	
Savings Interest - November 2011	12/12/2011		\$ 1,955.50	
Savings Interest - November 2012	12/19/2012		\$ 1,838.75	
Savings Interest - October 2010	11/17/2010		\$ 696.94	
Savings Interest - October 2010	11/17/2010		\$ 2,322.38	
Savings Interest - October 2010	11/17/2010		\$ 4,647.05	
Savings Interest - October 2011	11/1/2011		\$ 1,265.06	
Savings Interest - October 2011	11/21/2011		\$ 2,030.42	
Savings Interest - October 2012	11/16/2012		\$ 1,911.44	
Savings Interest - September 2010	10/20/2010		\$ 725.31	
Savings Interest - September 2010	10/20/2010		\$ 725.31	
Savings Interest - September 2010	10/20/2010		\$ 2,405.12	
Savings Interest - September 2010	10/20/2010		\$ 4,817.12	
Savings Interest - September 2010	3/7/2011		\$ (725.31)	
Savings Interest - September 2011	10/12/2011		\$ 6,224.06	
Savings Interest - September 2011	10/26/2011		\$ 1,997.61	
Savings Interest - September 2012	10/15/2012		\$ 1,853.35	
Savings Interest Adjustment - February 2011	3/3/2011		\$ 411.38	
Revenue	6/30/2011		\$ 8.63	
Savings Interest - August 2013	9/11/2013		\$ 1,818.23	
Interest	9/13-11/13		\$ 409.95	
Interest	12/13-5/14		\$ 959.40	
TOTAL			\$ 207,066.33	
State Water Resources Control Board				
State Water Resources Control Board	11/10/2010	\$ 796.00		
State Water Resources Control Board	12/3/2010	\$ 3,553.88		
State Water Resources Control Board	4/18/2011	\$ 7,765.81		
State Water Resources Control Board	7/29/2011	\$ 8,397.38		
State Water Resources Control Board	10/21/2011	\$ 30,340.20		
State Water Resources Control Board	12/8/2011	\$ 36,003.36		
State Water Resources Control Board	1/25/2012	\$ 11,195.00		
State Water Resources Control Board	3/15/2012	\$ 48,269.05		
State Water Resources Control Board	7/9/2012	\$ 40,507.27		
State Water Resources Control Board	10/30/2012	\$ 31,116.76		
State Water Resources Control Board	12/6/2012	\$ 11,195.00		
State Water Resources Control Board	4/2/2013	\$ 23,492.08		
State Water Resources Control Board	8/8/2013	\$ 10,078.39		
State Water Resources Control Board (SCP Program)	12/18/2013	\$ 1,952.67		
State Water Resources Control Board	12/18/2013	\$ 11,877.00		
State Water Resources Control Board	2/10/2014	\$ 19,032.82		
State Water Resources Control Board	3/27/2014	\$ 6,224.57		
State Water Resources Control Board	6/3/2014	\$ 553.32		
State Water Resources Control Board	8/2/2014	\$ 20,589.19		
State Water Resources Control Board (SCP Program)	11/19/2014	\$ 34,327.45		
State Water Resources Control Board	11/27/2014	\$ 11,497.00		
State Water Resources Control Board	1/20/2015	\$ 11,497.00		
State Water Resources Control Board	3/19/2015	\$ 18,593.45		
State Water Resources Control Board	6/29/2015	\$ 13,325.32		
State Water Resources Control Board	10/28/2015	\$ 10,600.60		
State Water Resources Control Board (SCP Program)	11/30/2015	\$ 15,344.24		
State Water Resources Control Board	11/30/2015	\$ 659.00		
TOTAL		\$ 438,783.81	\$ -	\$ 438,783.81

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Pt. Molate Remediation Budget Report
As of January 8, 2016

Vendors	Date	Expenditures As of 1/8/2016	Revenues As of 1/8/2016	Balance As of 1/8/2016
Terraphase Engineering, Inc				
Terraphase Engineering, Inc	6/6/2011	\$ 78,656.54		
Terraphase Engineering, Inc.	1/5/2011	\$ 37,142.09		
Terraphase Engineering, Inc.	2/16/2011	\$ 63,617.92		
Terraphase Engineering, Inc.	1/25/2012	\$ 110,282.57		
Terraphase Engineering, Inc.	3/15/2012	\$ 61,726.26		
Terraphase Engineering, Inc.	3/15/2012	\$ 145,489.51		
Terraphase Engineering, Inc.	4/23/2012	\$ 121,263.22		
Terraphase Engineering, Inc.	5/18/2012	\$ 154,907.80		
Terraphase Engineering, Inc.	7/9/2012	\$ 129,899.78		
Terraphase Engineering, Inc.	7/20/2012	\$ 133,279.02		
Terraphase Engineering, Inc.	8/29/2012	\$ 70,585.19		
Terraphase Engineering, Inc.	9/19/2012	\$ 68,665.72		
Terraphase Engineering, Inc.	10/30/2012	\$ 103,672.81		
Terraphase Engineering, Inc.	12/6/2012	\$ 174,878.31		
Terraphase Engineering, Inc.	12/21/2012	\$ 269,077.05		
Terraphase Engineering, Inc.	2/12/2013	\$ 281,577.64		
Terraphase Engineering, Inc.	4/2/2013	\$ 202,972.88		
Terraphase Engineering, Inc.	4/30/2013	\$ 82,590.63		
Terraphase Engineering, Inc.	5/1/2013	\$ 75,316.43		
Terraphase Engineering, Inc.	6/14/2013	\$ 43,556.01		
Terraphase Engineering, Inc.	8/8/2013	\$ 44,555.23		
Terraphase Engineering, Inc.	8/8/2013	\$ 60,528.86		
Terraphase Engineering, Inc.	4/18/2011	\$ 168,063.37		
Terraphase Engineering, Inc.	7/7/2011	\$ 66,639.77		
Terraphase Engineering, Inc.	7/29/2011	\$ 37,573.67		
Terraphase Engineering, Inc.	8/23/2011	\$ 99,184.28		
Terraphase Engineering, Inc.	9/14/2011	\$ 109,635.96		
Terraphase Engineering, Inc.	10/21/2011	\$ 51,791.39		
Terraphase Engineering, Inc.	11/14/2011	\$ 71,065.26		
Terraphase Engineering, Inc.	12/8/2011	\$ 158,309.56		
Terraphase Engineering, Inc.	10/17/2013	\$ 51,248.57		
Terraphase Engineering, Inc.	11/15/2013	\$ 28,351.81		
Terraphase Engineering, Inc.	12/18/2013	\$ 68,604.41		
Terraphase Engineering, Inc.	12/20/2013	\$ 66,328.38		
Terraphase Engineering, Inc.	2/10/2014	\$ 65,579.43		
Terraphase Engineering, Inc.	3/17/2014	\$ 103,683.69		
Terraphase Engineering, Inc.	3/27/2014	\$ 102,373.52		
Terraphase Engineering, Inc.	4/29/2014	\$ 68,324.79		
Terraphase Engineering, Inc.	6/3/2014	\$ 61,640.00		
Terraphase Engineering, Inc.	7/11/2014	\$ 36,883.79		
Terraphase Engineering, Inc.	8/2/2014	\$ 52,505.63		
Terraphase Engineering, Inc.	9/2/2014	\$ 51,882.72		
Terraphase Engineering, Inc.	9/27/2014	\$ 114,953.96		
Terraphase Engineering, Inc.	10/25/2014	\$ 95,929.77		
Terraphase Engineering, Inc.	11/27/2014	\$ 204,422.29		
Terraphase Engineering, Inc.	1/20/2015	\$ 104,493.74		
Terraphase Engineering, Inc.	3/11/2015	\$ 125,312.63		
Terraphase Engineering, Inc.	3/11/2015	\$ 90,210.64		
Terraphase Engineering, Inc.	3/26/2015	\$ 87,923.69		
Terraphase Engineering, Inc.	4/23/2015	\$ 139,943.20		
Terraphase Engineering, Inc.	6/1/2015	\$ 125,374.10		
Terraphase Engineering, Inc.	6/29/2015	\$ 126,704.25		
Terraphase Engineering, Inc.	8/3/2015	\$ 133,605.29		
Terraphase Engineering, Inc.	9/17/2015	\$ 135,433.09		
Terraphase Engineering, Inc.	10/28/2015	\$ 140,582.81		
Terraphase Engineering, Inc.	11/30/2015	\$ 88,207.01		
TOTAL		\$ 5,747,007.94	\$ -	\$ 5,747,007.94

8/11/2

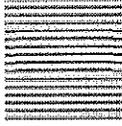
Pt. Molate Remediation Budget Report
As of January 8, 2016

Vendors	Date	Expenditures As of 1/8/2016	Revenues As of 1/8/2016	Balance As of 1/8/2016
Winehaven Partners, LLC				
Winehaven Partners, LLC	1/5/2011	\$ 5,418.11		
Winehaven Partners, LLC	2/16/2011	\$ 2,753.49		
Winehaven Partners, LLC	4/18/2011	\$ 2,680.76		
Winehaven Partners, LLC	6/6/2011	\$ 362.75		
Winehaven Partners, LLC	7/7/2011	\$ 4,352.37		
Winehaven Partners, LLC	7/29/2011	\$ 574.96		
Winehaven Partners, LLC	8/23/2011	\$ 221.78		
Winehaven Partners, LLC	9/14/2011	\$ 89.96		
Winehaven Partners, LLC	10/21/2011	\$ 136.55		
Winehaven Partners, LLC	11/14/2011	\$ 127.23		
Winehaven Partners, LLC	12/8/2011	\$ 127.36		
Winehaven Partners, LLC	1/26/2012	\$ 127.42		
Winehaven Partners, LLC	4/23/2012	\$ 137.42		
Winehaven Partners, LLC	4/23/2012		\$ 127.42	Net Total*
TOTAL		\$ 17,110.16	\$ 127.42	\$ 16,982.74
Current as of 1/8/2016		\$ 22,616,743.58	\$ 207,361.75	
Remaining Balance				\$ 6,090,618.17
* Net Total - Indicates the net amount paid to a vendor after accounting for a return of funds paid by the vendor back into the escrow account				

Pt. Molate FY2015-16 Budget

Department	Account	Item	Vendor	Budget	Actual	Balance
Public Works	01231031-400218	Security	DP Security	\$ 253,331	\$ 114,655	\$ 138,676
Public Works	01233631-400537	Landscape	D&H Landscaping	\$ 83,380	\$ 20,550	\$ 62,830
				<u>\$ 336,711</u>	<u>\$ 135,205</u>	<u>\$ 201,506</u>

As of December 31, 2015



DP Security Services, INC

P.O. Box 391 Sta-A Richmond, Ca. 94808 510-237-9320 Fax 510-215-9009

January 5, 2016

Captain Louie Tirona
Southern District Commander
Richmond Police Department
Richmond, Ca. 94806

During the month of December 2015, DP Security Services, Inc., maintained a 24/7 security posture at the Point Molate site. The deployment of security at Point Molate, consist of the following site requirements.

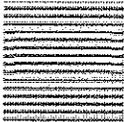
1. To monitor from a **Mobile Position** the lower portion of the region to include the shoreline and the perimeter fencing. Also monitor all activities within the Point Molate region to include visitors and contractors during normal business hours.
2. DP Security will also deploy a **Roving Patrol** throughout the upper ridge area of Point Molate monitoring and checking the status of various fixed assets owned by the City of Richmond. During all hours DP Security will utilizes a "deggy" notification system which tracks the movement of all security personnel assigned to assure that the security expectations are being fulfilled.
3. Document all contractors and visitors entry with prior approval by Redevelopment Agency representatives.

Captain Tirona the following is the compiled information relating to activity at the Point Molate site during the month of December 2015.

Primary Personnel Assigned:

Perimeter Patrols:	R. Duncan, J. Rideau A. Reed
Rovers:	R. Singleton, C. Ojeh
Relief:	J. Owens, G. Pete

D.P. Security Services personnel initiated 2043 security checks within Point Molate designated patrol area during December 2015. There were no significant incidents reported.



DP Security Services, INC

P.O. Box 391 Sta-A Richmond, Ca. 94808 510-237-9320 Fax 510-215-9009

Contractors contacted during the month of December, 2015.

- Terra Phase – 10 contacts
- Pacific States – 2 contacts
- Bay Crossing - 11 contacts
- D&H Landscaping – 5 contacts
- Richmond Photographer – 1 contact
- Cresco Tools – 1 contact
- NEMA – 1 contact
- GFSPM – 1 contact
- US Rentals – 1 contact
- EBPA – 1 contact
- PGE – 1 contact
- Blue Rentals – 1 contact
- Friends of Pt. Molate Park– 1 contact

Administrative Action Taken:

Site Environmental Concerns:

None.

Sincerely,

Michael Davenport, Owner/President

8A5.2

City of Richmond – POINT MOLATE COMMUNITY ADVISORY COMMITTEE

City Council Chambers – Shimada Room
440 CIVIC CENTER PLAZA

PROPOSED MINUTES

MONDAY, November 9, 2015, 6:30 PM

1. CALL TO ORDER

Chair Duncan called the meeting to order at 6:31 p.m.

2. ROLL CALL

Present: Committee Members Beyaert (6:36), Brubaker (6:36), Carman, Duncan, Garrett (via phone), Gilbert (7:13), Guggemos, Hanson, Kortz, Lee, McNeil, Ruk (6:36) and Stello (6:36).

Absent: Bagley, Howe

Staff Present: Craig K. Murray, Staff Liaison, Development Project Manager II; City Councilmember and City Council Liaison Martinez and Mayor Staff Alex Knox.

3. WELCOME AND MEETING PROCEDURES

Duncan presented.

4. AGENDA REVIEW AND ADOPTION

Duncan reviewed.

Action: Committee approved (M/S Carman/McNeil 12-0-3-0) to move Item 13a to immediately follow Item 7 and to adopt the Agenda.

AYES: Beyaert, Brubaker, Carman, Duncan, Garrett, Guggemos, Hanson, Kortz, Lee, McNeil, Ruk and Stello.

NOES: None

ABSENT: Bagley, Gilbert and Howe

ABSTAIN: None

5. ANNOUNCEMENTS THROUGH THE CHAIR

Duncan called if there were any announcements. Stello summarized the Citizens For Sustainable Pt Molate Group and its presence as it relates to Pt Molate Beach Park.

6. OPEN FORUM

Cordell Hindler spoke a project of pictures of the Officers and memorabilia of the 1940's. Alex Knox spoke about the estimates on utility costs and it is included in tonight's Agenda packet. Alex indicated that he would be splitting his time tonight between the Pt Molate Community Advisory Committee (PMCAC) and the Richmond Neighborhood Coordinating Council (RNCC).

7. PRESENTATIONS, DISCUSSION & ACTION ITEMS

1. Presentation: Trust For Public Land

Jen Isacoff of Trust for Public Land (TPL) presented. Isacoff indicated the history and variety of projects across USA that TPL has been involved with and provided Committee members and audience copies of Land and People Magazine and noted that there is an article in this months version regarding Richmond. General discussion on Sedway Study and economic development goals for Pt Molate. Isacoff presented an opportunity with the Urban Land Institute (ULI) and its Technical Advisory Program that could help in the development of Pt Molate. A Technical Advisory Panel (TAP) could be formed and panel conducted in February or March of 2016. Committee discussed benefits of a TAP.

9A.1

Action: Committee approved (M/S Beyaert/Garrett 13-0-2-0) to request to City Manager and recommend to City Council to move forward with the Urban Land Institute and its TAP and to assign certain Committee Members.

AYES: Beyaert, Brubaker, Carman, Duncan, Garrett, Gilbert, Guggemos, Hanson, Kortz, Lee, McNeil, Ruk and Stello.
NOES: None
ABSENT: Bagley and Howe
ABSTAIN: None

2. Discussion on IR Site 3, Environmental Remediation

Carson reported on updates from the project including hydroseeding site within weeks and monitoring the site that will probably occur next summer. Carson reported that the Packaged Groundwater Treatment Plant (PGWTP) termination report has been turned into the Water Board. There are a few items remaining on the project punch list. Discussion about monitoring, fire hazards and cleaning the top of the hillside underground tanks.

3. Discussion: Communications Protocol with Pt. Molate Working Group

Garrett reported. Garrett and Stello indicated group should operate like PMCAC with Agendas and Minutes. Duncan inquired if this group is running in parallel with the PMCAC.

Action: Committee approved (M/S Garrett/McNeil 13-0-2-0) to request to the Pt Molate Working Group to report to the PMCAC with Agenda, Minutes and identify a Chair and Vice Chair and add a section in the Sub Committee Reports on the regular PMCAC Agenda to report out to the entire PMCAC.

AYES: Beyaert, Brubaker, Carman, Duncan, Garrett, Gilbert, Guggemos, Hanson, Kortz, Lee, McNeil, Ruk and Stello.
NOES: None
ABSENT: Bagley and Howe
ABSTAIN: None

8. STAFF REPORTS

A. PROJECT MANAGER'S STAFF REPORT INCLUDING

1. EXPENDITURES AND BALANCE FROM THE NAVY ESCROW FUND
2. EXPENDITURES AND BALANCE FROM THE GENERAL FUND
3. INSURANCE REPORT FILINGS
4. LEASE/OCCUPATION STATUS FOR ALL PT MOLATE USERS
5. MONTHLY SUMMARY OF SECURITY INCIDENTS
6. MONTHLY SUMMARY OF AUTHORIZED ENTRIES
7. CARETAKER SUMMARY
8. BEACH PARK
9. IR SITE 3 REMEDIATION AND ABATEMENT PROJECT BID
10. OTHER

Murray reported on project reports found in the Agenda packet. Discussion about a Beach Park Report to be prepared and presented by PMCAC Committee Members for the future.

Action: Committee approved (M/S Garrett/Stello 13-0-2-0) to have the Beach Park Sub Committee collect and prepare Beach Park Improvement information into a single, regular report to be submitted with the regular PMCAC Agenda Packet.

94.2

AYES: Beyaert, Brubaker, Carman, Duncan, Garrett, Gilbert, Guggemos, Hanson, Kortz, Lee, McNeil, Ruk and Stello.
NOES: None
ABSENT: Bagley and Howe
ABSTAIN: None

9. CONSENT CALENDAR

A. APPROVE – PMCAC MEETING MINUTES OF OCTOBER 14, 2015

Action: Committee approved (M/S Beyaert/Kortz 13-0-2-0) to approve the Committee Minutes of October 14, 2015.

AYES: Beyaert, Brubaker, Carman, Duncan, Garrett, Gilbert, Guggemos, Hanson, Kortz, Lee, McNeil, Ruk and Stello.
NOES: None
ABSENT: Bagley and Howe.
ABSTAIN: None

10. PMCAC QUARTERLY REPORT TO CITY COUNCIL

A. APPROVE – PMCAC Annual Report to City Council

Duncan indicated that he will lead a discussion on this topic at a future PMCAC Meeting.

11. FUTURE AGENDA ITEMS

Stello indicated that Lech Naumovich and a Native Plant Report could be scheduled for presentation in future and Stello would like to see within the packet for review the NCE, D&H and Terraphase City Contracts.

12. CITY COUNCIL LIAISON REPORTS

A. REPORT BY COUNCILMEMBER MARTINEZ REGARDING RECENT ISSUES IN RICHMOND RELEVANT TO THE ADVISORY COMMITTEE

Martinez presented his experiences on visiting China on City business.

B. PMCAC APPOINTMENT STATUS

KNOX REPORTED NO PENDING APPOINTMENTS.

13. CHAIR AND SUB-COMMITTEE REPORTS

a. Clean-Up and Restoration:

No Report. Reported earlier in meeting with Terraphase.

b. Parks and Open Space:

Hanson reported that there was a Security meeting with RPD representatives and that a week from Tuesday, East Bay Regional Park District (EBRPD) will engage in a contract with Nichols Consulting Engineers (NCE).

c. Legal

Ruk indicated No Report.

d. Finance: Carman noted that PMCAC does not have one. Duncan indicated that Committee can discuss about formulated one.

e. Chair: Identification of pending schedule conflicts

Duncan inquired if there were any schedule conflicts. Staff Liaison is scheduled off for the December and January meetings and would PMCAC consider alternative dates or holding over meetings.

Action: Committee approved (M/S Garrett/Beyaert 13-0-2-0) to run the December 2015 and the January 2016 meetings on the second Mondays as scheduled.

AYES: Beyaert, Brubaker, Carman, Duncan, Garrett, Gilbert, Guggemos, Hanson, Kortz, Lee, McNeil, Ruk and Stello.

NOES: None

ABSENT: Bagley and Howe

ABSTAIN: None

14. ADJOURNMENT

Garrett moved to adjourn the meeting at 8:25 pm, seconded by Brubaker. Passed unanimously.

15. Assemblage of PMCAC Standing Sub-Committees

Adjourned to Sub-Committee Meetings.

SCHEDULED MEETINGS

Committee Meeting –

Monday, November 9, 2015, 6:30 p.m., Multi-Purpose Room, 440 Civic Center Plaza

Minutes respectfully submitted by:

Craig K. Murray, PMCAC Staff Liaison

9A.4

City of Richmond – POINT MOLATE COMMUNITY ADVISORY COMMITTEE

City Council Chambers – Shimada Room
440 CIVIC CENTER PLAZA

PROPOSED MINUTES

MONDAY, December 14, 2015, 6:30 PM

1. CALL TO ORDER

Chair Duncan called the meeting to order at 6:38 p.m.

2. ROLL CALL

Present: Committee Members Bagley, Beyaert, Carman, Duncan, Garrett, Gilbert, Hanson, Howe, Kortz, McNeil, Ruk and Stello.

Absent: Brubaker, Guggemos and Lee

Staff Present: Craig K. Murray, Staff Liaison, Development Project Manager II; City Councilmember and City Council Liaison Martinez (7:21) and Mayor Staff Alex Knox (7:35).

3. WELCOME AND MEETING PROCEDURES

Duncan presented.

4. AGENDA REVIEW AND ADOPTION

Duncan reviewed.

Action: Committee approved (M/S Beyaert/McNeil 12-0-3-0) to move Item 7 to immediately prior to Item 4 and to adopt the Agenda. Murray indicated that there are no minutes in the consent calendar and to hold this over to the next regular PMCAC meeting.

AYES: Bagley, Beyaert, Carman, Duncan, Garrett, Gilbert, Hanson, Howe, Kortz, McNeil, Ruk and Stello.
NOES: None
ABSENT: Brubaker, Guggemos and Lee.
ABSTAIN: None

5. ANNOUNCEMENTS THROUGH THE CHAIR

Duncan reported.

6. OPEN FORUM

Cordell Hindler spoke on the Park Plaza Neighborhood Association and music called Autumn Leaves by Roger Williams.

7. PRESENTATIONS, DISCUSSION & ACTION ITEMS

1. Presentation: Point Molate Resource Assessment Document

Lech Naumovich, East Bay Chair of the Native Plant Society and Golden Hour Restoration presented. Naumovich presented information via Powerpoint and noted his background including he was a Botanist on the EIR and serves the State of California as California Native Plant Society Conservation Committee. Naumovich reviewed with Committee maps from 1940 and GIS documentation to show mapping of critical areas including Wetlands, Creeks and Drainage from top of ridge to shoreline, Coastal Prairie and rare plants. Naumovich proposed via the Mayor's Office to provide Stewardship, a Geo data base and discussion of critical areas with an estimated budget of \$10,000. Naumovich indicated that he could forward a request letter of support to the Mayor's Office.

9B.1

Action: Committee approved (M/S Garrett/McNeil 12-0-3-0) to support Golden Hour Restoration request for a support letter in its development of a Pt Molate Resource Assessment document and assistance to volunteers at Pt Molate.

AYES: Bagley, Beyaert, Carman, Duncan, Garrett, Gilbert, Hanson, Howe,
Kortz, McNeil, Ruk and Stello.
NOES: None
ABSENT: Brubaker, Guggemos, Lee
ABSTAIN: None

2. Discussion on IR Site 3, Environmental Remediation

Carson reported on updates from the project and the Monthly Report and the NCE Report. Garrett inquired on IR Site 4 and the PGWTP decision. Carson responded to inquiries. General discussion on the Underground Storage Tanks. Howe offered to go to the Water Board to obtain a Closure Letter.

3. Discussion: Communications Protocol with Pt. Molate Working Group

Garrett reported. Public Speaker Hindler indicated that this group could operate like the PMCAC with its Agenda and Minutes.

8. **STAFF REPORTS**

A. PROJECT MANAGER'S STAFF REPORT INCLUDING

1. EXPENDITURES AND BALANCE FROM THE NAVY ESCROW FUND
2. EXPENDITURES AND BALANCE FROM THE GENERAL FUND
3. INSURANCE REPORT FILINGS
4. LEASE/OCCUPATION STATUS FOR ALL PT MOLATE USERS
5. MONTHLY SUMMARY OF SECURITY INCIDENTS
6. MONTHLY SUMMARY OF AUTHORIZED ENTRIES
7. CARETAKER SUMMARY
8. BEACH PARK
9. IR SITE 3 REMEDIATION AND ABATEMENT PROJECT BID
10. OTHER

Murray reported on project reports found in the Agenda packet.

9. **CONSENT CALENDAR**

A. **APPROVE – PMCAC MEETING MINUTES OF NOVEMBER 9, 2015**

ITEM HELD OVER TO NEXT PMCAC MEETING.

10. **PMCAC QUARTERLY REPORT TO CITY COUNCIL**

A. **APPROVE – PMCAC Annual Report to City Council**

Duncan indicated that he anticipates that this may be ready by end of January 2016.

11. FUTURE AGENDA ITEMS

Discussion to have Craig Middleton of Presidio Trust speak to Committee.

12. CITY COUNCIL LIAISON REPORTS

A. REPORT BY COUNCILMEMBER MARTINEZ REGARDING RECENT ISSUES IN RICHMOND RELEVANT TO THE ADVISORY COMMITTEE

Martinez indicated No Report.

B. PMCAC APPOINTMENT STATUS

KNOX REPORTED NO PENDING APPOINTMENTS.

13. CHAIR AND SUB-COMMITTEE REPORTS

a. Clean-Up and Restoration:

No Report. Reported earlier in meeting with Terraphase.

b. Parks and Open Space:

Hanson reported that SubCommittee developed certain recommendations and a letter to East Bay Regional Park District in regards to the design of the SF Bay Trail through the Beach Park and Pt Molate.

c. Legal:

Bagley indicated No Report.

d. Finance: Garrett indicated No Report.

e. ULI Ad Hoc Committee: Alex Knox reported on status of the Urban Land Institute (ULI) Technical Assistance Panel document.

Action: Committee approved (M/S Beyaert/Garrett 12-0-3-0) to approve the ULI document with changes as read from the Mayor's Office.

AYES: Bagley, Beyaert, Carman, Duncan, Garrett, Gilbert, Hanson, Howe, Kortz, McNeil, Ruk and Stello.

NOES: None

ABSENT: Brubaker, Guggemos, Lee

ABSTAIN: None

f. Chair: Identification of pending schedule conflicts

Duncan inquired if there were any schedule conflicts.

14. ADJOURNMENT

Garrett moved to adjourn the meeting at 8:53 pm, seconded by Duncan. Passed unanimously.

15. Assemblage of PMCAC Standing Sub-Committees

Adjourned to Sub-Committee Meetings.

SCHEDULED MEETINGS

Committee Meeting—

Monday, January 11, 2016, 6:30 p.m., Multi-Purpose Room, 440 Civic Center Plaza

Minutes respectfully submitted by:

Craig K. Murray, PMCAC Staff Liaison

PMCAC QUARTERLY REPORT

In the last quarter the Point Molate Citizen's Advisory Committee (PMCAC) has accomplished:

1. Remediation of Installation Restoration site 3 is nearly complete. – total remediation requirements for Pt. Molate are 92% complete.
2. A request for closure of the five storage tank remediation is anticipated in the near future remaining underground storage tanks now slated for closure.
3. Courtesy of the Mayor's office, a task force is in place composed of East Bay Municipal Utility District, Veolia, and PG&E to study and estimate the costs for new utility infrastructure. The PMCAC also recommends that the task force also research alternative methods/sources of utility infrastructure (catchment systems, solar)
4. Commissioned an economic development and potential re-use report from Sedway Consulting (delivered)
5. Submitted a proposal (proposal accepted) for a Trust for Urban Land / Urban Land Institute sponsored Technical Assistance Panel to look at financing models, marketing, governance, and use. The work product is a report with recommendations.

FRIENDS OF POINT MOLATE ACTIVITY REPORT FOR DECEMBER 2015

Compiled by Paul Carman

INVASIVE PLANT REMOVAL

December's work parties focused almost exclusively on removing the Dalis Grass along the east side of Stenmark, and task is now completed: the Dalis Grass is gone, leaving only the beautiful rushes around the frog pools. It was many truck loads that were removed.

INTERESTING SPOTTINGS

In some of these pools, frog eggs have been spotted after removing pine needles. Jim McKissock writes:

We found around 300 frog eggs in a small pool. No eggs were seen in the main pools, I hope the pools haven't been contaminated by the spray residue north of the pools. Since these pools will not hold until the tadpoles can morph we collected the eggs and put them in the small tank until they hatch. We can then put them back in the main pools. The early eggs of December have the greatest likely hood of developing naturally by early April. later eggs and tadpoles can be raised in tanks. We only collected about 30-50 small tadpoles out of the drying pools last spring and raised them successfully in the small tank. The frogs we raised should be ready to breed this spring. These eggs were laid after the big rains two weeks ago. Lets hope they keep breeding.



eggs close up



eggs in pool

DOCUMENTATION OF BEACH EROSION

Charles Smith and Jim McKissock have photographically documented the dramatic rate at which the bluffs behind the beach are eroding.

Below are photos of an overhanging area which is cracking away. If someone were to step on it, the overhang could give way. It is a safety hazard. FPM has used caution tape and alerted City staff.



Charles Smith writes and shares the following photo: *These photos were taken on 1-1-2016 at the south end of the beach just past the fallen tree. You could not see any pipes in the cliff two or three weeks ago. There is also more exposed blue water pipes. There is a large pine tree that has some root exposure as well.*



DOCUMENTATION OF SPRAYING

Jim McKissock writes:

Last week we Found that the northern drain field had been not only mowed too low but was poisoned as well. This can seriously contaminate the wetlands and frog breeding site needs to be investigated and stopped.



photo of sprayed area

And for comparison, the unsprayed west side of the road:



REMOVAL OF DEAD PINE TREE

Charles Smith writes: *Joe Puleo and I removed a dead pine tree. Joe also blazed a trail to the top of the ridge at the south end of the park. Joe put in many hours and a lot of sweat not to mention breaking out from contact with poison oak while doing the work.*



COMMUNITY MEMBERS WHO HAVE CONTRIBUTED THEIR TIME THIS MONTH Jim McKissock, David Amme Dorothy Gilbert, Charles Smith, Joe Puleo, Tom Johnson, Tom Gehling, Scott Nilson, Chia Hamilton, Jim Hite, Paul Carman and Mike Eichenholtz. Their combined efforts total to approximately 70-80 person-hours this month.

FRIENDS OF POINT MOLATE ANNUAL REPORT 2015

BY CHARLES SMITH

Friends of Point Molate,

We began 2015 in a drought and we ended it with the beginnings of El Nino.

Our weekly work crews took full advantage of the dry spell, taking every opportunity to restore, preserve and protect Point Molate Beach Park.

One of the significant changes that occurred was that our group has been given responsibility for the park's upkeep and maintenance, a change which we expect will result in increased preservation activities as compared to when this was the job of a contractor employed by the City. We immediately took measures to restore the native grass and remove invasive species in the picnic and surrounding area. Under Jim McKissock's tutelage our volunteer crews hand-mowed the native grasses with weed whackers, a tool which allows sufficient control to maintain the grasses at a height adequate to assure their health and wellbeing. The contractor had been mowing the grasses to ground level.

We continue to remove non-native invasive plants on both sides of the road bordering the park. This work helped maintain a frog pond that we began restoring earlier and now appears to be flourishing. The welcome rains will support our efforts.

We identified, photographed and protected rare native plants in the area. One of our volunteers, Dorothy Gilbert, kept a record of these rare and endangered plants.

Joe "the chainsaw" Puleo took on special assignments from Richmond Maintenance Lead-worker Mark Maltagliati to remove two medium size dead pine trees, to clear an area of willow trees by two culverts at the south end of the park and to slice and dice the limbs of a large pine tree that had fallen near the beach entrance in the park.

In preparation for the El Nino storms Jim Hite, Jim Hansen, Joe "chainsaw" Puleo and I started the cleanout of two culverts. Veolia sent out a vac-truck to finish the job. Thanks to all our work Stenmark drive will not be flooded this year.

And, once again "chainsaw" Joe blazed a trail from the southeast end of the park, to the right of the mentioned culverts, all the way to a clearing at the top of a ridge. It is a beautiful trail leading up to fantastic views of the Bay.

While working on the trail Joe discovered a huge billboard with an equally large cement foundation. We have no idea what its purpose was. Tony Brake hung two bluebird houses at the north and south end of the park. Like all housing in the Bay Area they were quickly occupied. Some time ago Tony told me the osprey population around the bay is doing well, including our very own osprey family right down the road from the park.

Our ad hoc beach and park cleanup crew continues to sweep the length of the beach, parking lot and picnic area every week. We have also met other Point Molate beach visitors who are picking up debris as well.

Kayakers who launched their kayaks from Point Molate beach over ten years ago are returning to the park and are frequently seen loading and unloading their kayaks.

The folks planning the Bay Trail also make frequent visits to the park.

To everyone's surprise another visitor arrived this year, sea hares. Sea hares have been attaching their eggs to sea grass located off shore after which they wash up on the beach to die.

Sea hares were not the only creatures washing up on the shore. I'm told lack of food has resulted in starvation for Common Murres whose bodies have been appearing on the beach as well.

We had a major meeting at the park with the Richmond PD, Park Security, and Mark Maltagliati to discuss better ways to protect the park from excessive drinking, vandalism and trashing the area. There are now two new garbage cans in the parking lot and there will be signage informing visitors that drugs and alcohol are not permitted in the park or parking lot.

Volunteers have purchased equipment needed to do our work. We have a very good CHAINSAW and a Red Dragon VT 2-23 C Weed Dragon 100,000-BTU Propane Vapor Torch. The City has provided us with a Brush Axe, safety helmet with a face shield and, on occasion some tools to move logs. Most of the tools that the volunteers use are their own.

Friends of Point Molate has doubled in size over the last twelve months. Our schedule remains as always Tuesdays from 10 until 12. Everyone shows up when they want and works at their own speed. Jim McKissock directs the work while educating the volunteers about the plants and native habitat.

We have accomplished a great deal over the past twelve months. In the process we have learned a lot, made new friends, gotten exercise and taken in the natural beauty of Point Molate. Thanks to everyone for your work. It's appreciated.



Pt Molate Working Group Meeting Minutes
Meeting Date: 12/14/15

Present: Gayle McLaughlin, David Helvarg, Joan Garrett, Bruce Beyaert, Alex Knox (Mayor's office), Paul Carman, Pam Stello, Kelley Hart (TPL)

Discussion topics:

A. Potential management structure for Point Molate:

Presidio Trust best practices identified by Joan Garrett that should be considered when thinking about Pt. Molate's management structure.

Presidio Trust's 3-legged stool:

- Conservancy: Manages park portion of the land with partners. For example, Presidio Trust partners with Golden Gate Recreation Area (GGRA) and National Park Service (NPS) for management, rehabilitation, and outreach to volunteers for conservation of national park portion of the Presidio, receives philanthropic funding.
- Professional Staff: Executive director and staff. Presidio Trust has staff in real estate, construction, property management, etc.
- Board of Directors: Maintains vision, provides staff supervision, search and hiring decisions. Presidio Board members are presidential appointees, national and regional level. How appointments would be made and criteria would have to be determined.

City of Richmond would be the trustee, so bonds would be one possible funding mechanism that is not part of the Presidio Trust model.

Joan suggested, in addition to the Presidio Trust and land trust models look at Community Development Corporations (CDC's) to inform our thinking about a custom Pt. Molate Trust.

At request of Gayle McLaughlin, Kelley had talked with representatives of **The Land Trust Alliance (LTA)** in advance of this meeting to vet idea of using the land trust model for Point Molate. The Land Trust Alliance provides training and certification for land trusts.

Kelley spoke with two people at The Land Trust Alliance, and they confirmed that it is rare for land trusts to manage urban parks. They suggested we could talk to two

urban land trusts in Los Angeles to see if they actively operate or manage urban parks: **Neighborhood Land Trust** and **Amigos de los Rios**. Another possible model is an urban land trust is in Jackson, WY called **Rendezvous Park**. These are unusual examples of land trusts, as land trusts are mostly formed to acquire land, primarily open space, rather than develop or manage land on the scale of Pt. Molate.

Kelley mentioned two ideas from **Land Trust Alliance**: It would be hard to start a new land trust, so we may instead want to consider whether an existing entity can be involved, such as John Muir Land Trust (Contra Costa County) or Land Paths (Santa Rosa). Bruce Beyaert is very familiar with both of these organizations and thinks it is highly unlikely they would be able to take something like this on. Kelley is not familiar with either organization. We deferred to Bruce's experience with these organizations.

Other existing entities discussed during the meeting as possible partners:

- **The East Bay Regional Park District (EBRPD)** could potentially develop and manage parks, trails and open space, since their master plan identifies Point Molate as a potential Regional Park. EBRPD currently maintains, improves and operates three State parks under agreements that do not entail leasing or owning state lands. We do not know if they would be willing to take this on.

- Could **The Golden Gate National Recreational Area (GGNRA)** incorporate the shoreline and other open space into their area?

Could there be entity **partnerships**?

We discussed that the historic district could be separated from the open space areas, and it may be that different entities would manage the historic district and the open space, respectively. The shoreline would be part of the open space and the historic district would be separate for purposes of development and management. There is one building on the historic register that is on the shoreline, next to Pt. Molate pier.

We discussed including some of this information in the packet for the TAP to consider.

Joan pointed out that we have never considered whether Pt. Molate could become a **Local Agency Military Base Recovery Area (LAMBRA)**. They operate a like an enterprise zone. The designation does not prescribe land use or development, but it is a tax incentive possibility. We don't know if Pt Molate would qualify.

B. ULI TAP Application

Kelley explained that a couple more small suggestions came in this afternoon since she sent out the latest draft of the TAP application, so she was making a few more changes. She needs to get the final questions to Craig Murray and Charlie Duncan ASAP so they can be distributed tonight.

Suggestions for the briefing packet:

- The Working Group members talked about condensing the casino plan EIR and making a one-page document to explain the infrastructure situation. The existing conditions chapter may also be useful.
- Let ULI know that a casino was proposed and what happened in brief.

Working group members had a few questions about the TAP process about which Kelley was unsure since ULI is in charge of the process. ULI will probably want the briefing packet by the end of January. Kelley will confirm the date.

13E.4