



September 19, 2014

Dr. Teklewold Ayalew, PG  
California Regional Water Quality Control Board – Los Angeles Region  
320 W. 4<sup>th</sup> Street, Suite 200  
Los Angeles, CA 90013

**SUBJECT: Transmittal of RAP Relocation Plan  
Former Kast Property, Carson, California  
Site Cleanup No. 1230, Site ID No. 2040330, CAO No. R4-2011-046**

Dear Dr. Ayalew:

On behalf of Shell Oil Products US, URS Corporation is transmitting the attached RAP Relocation Plan (Plan) for the Former Kast Property in Carson, California. A preliminary version of this Plan was included as Appendix D to the Revised Remedial Action Plan submitted on June 30, 2014. This Plan also includes Shell's Optional Real Estate Program as described beginning on Page 6.

If you have any questions, please do not hesitate to contact us.

Sincerely,  
**URS Corporation**

Roy H. Patterson, PG  
Vice President and Principal Geologist

I am the Senior Project Manager for Equilon Enterprises LLC, doing business as Shell Oil Products US, for this project. I am informed and believe that the matters stated in the this RAP Relocation Plan for the former Kast Property, Carson, California are true, and on that ground I declare, under penalty of perjury in accordance with Water Code section 13267, that the statements contained therein are true and correct.

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Douglas Weimer  
Sr. Principle Program Manager  
Shell Oil Products US  
September 19, 2014

cc: Sam Unger – RWQCB  
Paula Rasmussen – RWQCB  
Thizar Tintut-Williams – RWQCB  
Doug Weimer – SOPUS

# RAP RELOCATION PLAN

## I. Introduction

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As part of implementation of the Revised Remedial Action Plan (RAP), Shell Oil Products US (SOPUS or Shell) is providing a Temporary Relocation Program that provides temporary alternative accommodations to eligible residents of properties while remedial actions (in particular remedial excavations) are performed in the yards of their residences, in compliance with recommendations of the Revised Human Health Risk Assessment (Revised HHRA), Revised Feasibility Study (Revised FS), and this Revised RAP, and under the oversight of the Los Angeles Regional Water Quality Control Board (RWQCB or Regional Board). During remedial excavation, backfill, and restoration work, residents of the properties where excavation is conducted will be temporarily relocated as described herein. Following backfill and utility and hardscape restoration, residents will move back into their homes during landscape restoration and fence/block wall construction, or, at their option, wait to return until after the landscape restoration work is completed.

Residents of properties adjacent to locations where excavations are occurring will be offered alternative accommodations if necessary based on the nature of the excavation work, the potential for interruptions of access to the property, or due to disruptions in utility service to the property. Relocation of residents at adjacent or nearby properties will include services and security as described herein.

In addition to the Temporary Relocation Program described above, Carousel homeowners are also being offered an Optional Real Estate Program.

The Optional Real Estate Program is a voluntary program that ensures that participating homeowners who elect to sell their house to independent third party buyers after placing their home on the market will receive fair market value as determined through the appraisal process described in the Program. Homeowners must sign up for the Optional Real Estate Program before putting their house on the market in order to participate in the Program. The appraisal process in the Optional Real Estate Program will ensure that qualified appraisers evaluate the fair market value of the home without regard to the environmental conditions and RAP activities that are the subject of environmental investigation and remediation in the Carousel neighborhood. If it is determined that the property sells for less than fair market value as agreed to by the parties or determined through the appraisal process, the homeowner will receive a payment for the difference between fair market value and the sale price.

This is an overview of the Relocation Plan and the services being offered. It is anticipated that Cartus, a nationwide real estate services company, will administer the Temporary Relocation Program. If desired by a resident, a Cartus Program counselor will be available to review a resident's particular needs during relocation and present the features and options available under each program.

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## II. About the Temporary Relocation Program

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The Temporary Relocation Program is being offered to eligible residents of properties where excavation will be performed that may cause a temporary inconvenience to the residents and necessitate temporary alternative living arrangements during excavation and restoration.

The Temporary Relocation Program:

- Offers a payment that can be applied towards temporary living expenses for the members of the household living at the residence;
- Provides assistance, if desired, with making temporary living arrangements and/or hotel accommodations billed directly to Cartus, a Shell relocation contractor;
- Provides an inconvenience allowance as part of the payment.

Alternative accommodations may be offered on a case-by-case basis to residents of neighboring properties to minimize disruptions (due to interruptions of access to the property resulting from equipment staging, or due to disruptions in utility service to the property, noise, or other conditions) to those residents.

### Temporary Relocation Program Eligibility

Residing owners or tenants of a residential property that qualify for temporary living arrangements (as determined by Shell or its consultants/contractors as set forth above) due to remediation-related excavation activities are eligible for the Program.

It is a requirement of the Program that the resident sign a “Use of Home and Acknowledgement of Payment to Occupants” form in order to receive program benefits. Please see Attachment A – “Use of Property and Acknowledgement of Payment of Occupants.”

## III.Planned Remediation Activities

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### Overview

As described in the Revised RAP, Shell intends to conduct the following multi-media remedial actions for the Site:

- Excavation of shallow soils to 5 feet below ground surface (bgs) at impacted residential properties where Remedial Action Objectives (RAOs) are not met under existing conditions, and targeted excavation of deeper soils between 5 and approximately 10 feet bgs at certain properties where significant hydrocarbon mass can be reduced based on the distribution and concentration of hydrocarbons detected.
- Following excavation, a combination of soil vapor extraction (SVE) and bioventing will be conducted to address residual petroleum hydrocarbons and volatile organic compounds (VOCs) and methane in soils below the depth of excavation and areas not excavated. SVE/bioventing wells will be installed in City streets and on residential properties, as appropriate.

- Sub-slab mitigation will be implemented at properties where RAOs are not met based on theoretical calculations of vapor intrusion risk or where methane concentrations in sub-slab soil vapor exceed the upper RAO for methane of 0.5%. In addition, while the data do not indicate that vapor intrusion is an issue at any of the residences, Shell is prepared to offer installation of a sub-slab mitigation system to any of the homeowners in the Carousel neighborhood to alleviate concerns about potential impacts to their indoor air from the Site.

Excavation of soils is the only activity anticipated to require temporary relocation of residents of the affected properties. Shell will excavate impacted shallow soils at residential properties identified based on findings of the Revised Human Health Risk Assessment to a depth of 5 feet below existing grade. Additional targeted excavation of deeper soils between 5 and approximately 10 feet bgs will be done at selected properties, where significant hydrocarbon mass can be reduced based on the distribution and concentration of hydrocarbons detected.

Soils will be excavated from both landscaped areas and areas currently covered by hardscape, including walkways, driveways, patio areas, and hardscape associated with landscaping. Hardscape and landscaping will be removed during the initial stage of excavation and restored to like conditions following completion of excavation. Shell also anticipates that it may be necessary to remove most fences and block walls between yards and ornamental or partitioning walls on individual properties, as the depth of excavation will exceed footing depths, and removal of fences and walls separating side yards will facilitate equipment access to back yards. As with other hardscape, fences and walls will be restored following completion of excavation along with restoration of landscaping. Exceptions to excavation beneath hardscape include patios covered by structures and roofs, and swimming pools and pool decking surrounding swimming pools. These hardscape areas will not be excavated to avoid structural demolition and potential damage to swimming pools and appurtenant equipment. In addition, property-specific features may limit excavation in some localized areas and this will be considered as the individual Property-Specific Remediation Plans are developed.

Following approval of the RAP, a Site-wide Remedial Design and Implementation Plan (RDIP) will be prepared along with a Property Specific Remediation Plan (PSRP) for each property that requires remedial action. As part of PSRP preparation, Shell contractors will meet with homeowners and/or residents, and their legal representatives, as appropriate, to obtain necessary information for relocation during remedial implementation and to discuss hardscape and landscape restoration.

Remedial excavation is anticipated to proceed in phases, with each phase of work including approximately eight contiguous properties, if access can be obtained. Where possible, each phase will include homes on both sides of a city block (e.g., the east side of Marbella and west side of Neptune Avenues or the west side of Ravenna and east side of Panama Avenues). For properties on the perimeter of the tract, work will likely proceed at a smaller number of properties for each phase. This approach will be used so that back-of-lot and side yard fences or block walls can be removed one time and excavation conducted in both yards before the fences are restored.

Preliminarily, based on working five days per week, it is estimated that excavation and backfill will take approximately six weeks per property and site restoration will take an additional approximately two weeks. Approximately 10 weeks will be needed to complete a phase of eight properties. Thus, residents may be relocated for a period of approximately eight weeks, with potential for shorter or longer durations. Following backfill and utility and hardscape restoration, residents will move back

into their homes during landscape restoration and fence/block wall construction, or, at their option, wait to return until after the landscape restoration work is completed. Residents of non-excavated properties adjacent to properties where excavation work is being conducted may be offered relocation as necessary.

## **IV. Temporary Living Assistance**

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### **Overview**

The goal of the Temporary Relocation Program is to provide eligible households with financial assistance toward the temporary living expenses that participants may incur due to temporary relocation during remediation activities. In addition, if desired, assistance with temporary living arrangements may be provided.

### **How the Temporary Relocation Program Assistance Payment is Established**

At least two weeks prior to the relocation date, a meeting will be held with the residents to provide information about financial assistance to facilitate relocation, including relocation or boarding of pets and assistance with transportation, if needed. Residents will be asked for general information about persons living in the home, such as the number of adults and children and the ages of the children. Special needs, such as long-term vehicle storage, special medical needs, or transportation needs will be discussed and accommodations will be made to ensure the relocation is as comfortable as possible for the residents. Refer to Attachment B for information to be obtained during the interview. Once the interview is completed, a financial assistance calculation will be completed and the residents will be informed of the amount to be provided.

### **Assistance with Temporary Living Arrangements**

Residents will have the option to stay at a hotel of their choice and make their own arrangements subject to the daily payment amounts provided below. If requested, residents may choose to stay at a hotel arranged by and direct billed to Cartus. Available hotels for direct billing include:

- Marriott Residence Inn Torrance, 3701 Torrance Boulevard, Torrance, California;
- Marriott Residence Inn Manhattan Beach, 1700 North Sepulveda Boulevard, Manhattan Beach, California;
- Marriott Courtyard Torrance, 2633 Sepulveda Boulevard, Torrance, California;
- Marriott Residence Inn Downtown Long Beach, 600 Queensway Drive, Long Beach, California; and
- Marriott Residence Inn Long Beach, 4111 East Willow Street, Long Beach, California

In either instance, Shell will pay any pet fees charged by the hotel or pet boarding charges subject to daily limits.

If requested, Cartus can make the initial reservations and will provide contact information at the hotel in case any changes need to be made. In addition, direct billing can be set up for the room, pet fees, and tax. However, all other expenses (meals, etc.) shall be paid directly by the participating residents. Meals and other miscellaneous assistance based on the family profile will be provided in

the payment amount. Any damage to hotel rooms, furnishings or other property during relocation periods will be the responsibility of the relocated residents.

### **Temporary Relocation Program Payment**

The Temporary Relocation Program will provide eligible participants with assistance towards the temporary living expenses such as lodging and meals that may be incurred as a result of the remediation being completed at their home. The Program payment will be calculated by Cartus and will be communicated after the interview conducted as part of the RDIP and PSRP process.

Payment will be provided in the form of funds loaded onto one debit card per property. As noted above, the resident will need to sign a “Use of Property and Acknowledgement of Payment to Occupants” form in order to receive the payment. Please see Attachment A for further information.

Shell will provide relocated residents a daily meal allowance of \$71 per day per adult, and \$36 per day per child. These amounts are based on the 2014 Federal per diem allowance for the Los Angeles area (<http://www.gsa.gov/portal/category/100120>). For the purposes of meal allowance calculations, a child is considered a person 12 years of age or younger. If a resident chooses to make their own hotel arrangements, the hotel allowance is \$165 per night per room, based on 2 people per room. This amount is higher than the 2014 Federal per diem allowance for the area. Additionally, an inconvenience allowance will also be provided.

If the resident has pets that will not be staying at the hotel, the resident will be given the option to board the pets at a facility selected and reserved by Cartus, or to make their own arrangements to board pets with an allowance of \$30 per day per pet. Additionally, Shell will pay for updated shots if the pet is not current on vaccinations required for boarding. Shell understands that some pets have special needs, such as regular medication, that might increase the cost of boarding a pet, and will take such special needs requests under consideration when provided an explanation of the need.

### **Security**

While residents are temporarily relocated, onsite security, consisting of an off-duty law enforcement officer, will be present at each area where active remediation work is being conducted and the residents are relocated during the hours that URS or its subcontractor personnel are not present onsite. When working on both sides of a block, a security officer will be stationed on each street. A relief officer will be present in the neighborhood to relieve the onsite officer(s) for meal and rest breaks. In the event of an emergency, including suspicious persons/activities at or near the residence, emergency services will be contacted immediately by calling 911, followed by the resident or their designated legal representative, and URS. If the situation is not an emergency, URS will be notified immediately or, if after hours, at the start of the next working day. All verbal notifications will be followed by written documentation of the incident within 24 hours; including date, time, and description of the incident; who was contacted, and time the resident or their legal representative and URS representative were notified.

## V. Optional Real Estate Program

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In addition to the Temporary Relocation Program described above, current Carousel homeowners will be offered the Optional Real Estate Program upon approval of the Revised RAP.

The Optional Real Estate Program is a voluntary program that ensures that participating homeowners who elect to sell their house will receive fair market value as determined through the appraisal process summarized below. The Optional Real Estate Program is applicable to arm's-length, first-time sales of Carousel homes to independent third party buyers by individual homeowners who own their homes as of June 30, 2014. It will be active for ten (10) years from the approval of the Revised RAP by the Regional Water Quality Control Board.

Homeowners interested in participating in the Optional Real Estate Program will sign a Real Estate Program Agreement specifying the terms of the program in more detail.

Homeowners participating in the Optional Real Estate Program agree to notify the Program Administrator of their intent to list their property for sale at least thirty (30) days in advance of the listing. The homeowner will then put their property on the market with an approved independent real estate broker and make all reasonable efforts to actively market the home. The homeowner will provide the Program Administrator with a copy of every written offer received on the property.

After receiving what is believed to be the best offer on the property, the homeowner must immediately notify the Program Administrator. The homeowner must also immediately notify the Program Administrator upon entering into a sales contract with an independent third party. The accepted offer and close of escrow must be the result of a *bona fide* arm's length transaction.

If the homeowner believes the home sold for less than fair market value due to the environmental condition of the property and the RAP activities in the Carousel neighborhood, the homeowner must notify the Program Administrator and submit a claim within the specified period after the close of escrow. If the Program Administrator and the homeowner do not agree as to the fair market value for the property, the parties agree to determine the fair market value through the independent appraisal process of the Optional Real Estate Program. If it is determined that the property sold for less than fair market value as agreed to by the parties or determined through the appraisal process, the homeowner will receive a payment for the difference between fair market value and the sale price.

Under the Optional Real Estate Program, approved independent real estate appraiser(s) will determine the fair market value of the property without regard to the environmental conditions and RAP activities that are the subject of environmental investigation and remediation in the Carousel neighborhood. The appraisal process is summarized as follows:

- If the Program Administrator and the homeowner do not agree regarding the fair market value for the property, the parties will take the following steps:
  - a. Within ten (10) days of submission of a claim, the Program Administrator will designate an approved appraiser to determine fair market value;
  - b. Within ten (10) days of the Program Administrator's designation, the homeowner, at their own expense, may designate his or her own approved appraiser to determine fair market value. If the homeowner does not designate an approved appraiser within that time period, the fair market value determination by the

approved appraiser designated by the Program Administrator will be the final fair market value;

- c. If the homeowner timely designates an appraiser, each of the appraisers designated shall independently determine their appraisal of fair market value. If the lower of the two fair market value appraisals is within five (5) percent of the higher fair market value appraisal, then fair market value shall be set at the average of the two appraisals. This fair market value shall be binding upon the parties. Otherwise, unless the Program Administrator and the homeowner reach an agreement as to fair market value, the appraisers designated by each party will have five (5) days to agree upon and appoint a third independent approved appraiser, who shall conduct its own independent appraisal. Once the third fair market value appraisal has been received, the fair market value shall be set at the average of the two **closest** of the three appraisals. This amount shall be binding upon the parties.

# Attachment A

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## USE OF PROPERTY AND ACKNOWLEDGMENT OF PAYMENT TO OCCUPANTS

Company and Responsible Occupants agree as follows:

Agreement: This Use of Property and Acknowledgment of Payment to Occupants

Property Address:

Responsible Occupants (Owner or Tenant):

Company: Shell Oil Company

Activities: Excavation yard of Property including hardscape, and Restoration of Property

Leave Date:

Return Date:

Excavation and Restoration Period:

Number of Days in Excavation and Restoration Period: X days

Number of Nights in Excavation and Restoration Period: X-1 nights

Number of Occupants in Home (including Responsible Occupants) and Number of Pets to be Boarded:

X Occupants 13 years and older, X Occupants 12 years and younger, and X Pets to be boarded.

Payment to Responsible Occupants: \$XXX TOTAL PAYMENT AMOUNT If one or more Occupants decide to stay at the house after having asked for alternative accommodations, the amounts provided for those accommodations will be adjusted accordingly.

What Company will do: (a) Have the right to use the Property for Remediation purposes during the Excavation and Restoration Period; (b) Pay to the Responsible Occupants the Total Payment Amount; (c) Repair any damage to the Property caused by Company's use of the Property during the Excavation and Restoration Period.

What Responsible Occupants will do: (a) Have all of the Occupants and pets leave the Home on or before the Leave Date and keep all Occupants and pets away from the Property during the entire Excavation Period until the specified Return Date; (b) Allow Company to use the Property during the Period for Excavation and Restoration (even if occupant elects to return during Restoration activities); (c) Notify Company of all known hazards or risks in the Property and in the Home; (d) Comply with all Rules of Occupancy at the temporary living facility/hotel during the Occupants' stay.

No Admission of Liability: Company is not admitting to any liability relating to the Property or the Home or any environmental matter relating to the Property or the Home by signing and performing this Agreement or conducting the Excavation and Restoration.

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Signed as of <Date>.

**RESPONSIBLE OCCUPANTS:**

**COMPANY:**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Signature]

# Attachment B

## Sample Resident Questionnaire for Determining Temporary Relocation Assistance

Please provide all applicable information.	
Head of Household (Select one adult to represent the family. This is the name of the person that the temporary assistance payment will be made out to or to whose account the payment will be sent):	
Primary Residence Address:	
Occupancy Basis at Primary Address:	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Living with Friend or Family. No rent paid.
Type of Primary Residence	<input type="checkbox"/> House <input type="checkbox"/> Mobile Home <input type="checkbox"/> Apartment <input type="checkbox"/> Other
Name and Address of Landlord/Mortgage Holder at Primary Address:	

### Phone Numbers of Residents

Residence phone	
Cell phone (and name)	
Head of Household work or other #	

### Occupants at Primary Address

Name	Age	Sex	Relationship to Head(s) of Household
1.			
2.			
3.			
4.			
5.			
6.			

**Special Needs?** (e.g., handicap accessible, special provisions for health concerns)

How many cars/trucks do you currently have that will require parking at the temporary address?

**Hotel/Extended Stay Facility Needs** *(Delete if not needed) (The company has ultimate discretion to determine the number of rooms needed.)*

Number of Rooms: \_\_\_\_\_

Adjoining Rooms:  No  Yes

Explain:

Refrigerator:  No  Yes

Explain:

**Apartment Needs** *(Delete if not needed) (The company has ultimate discretion to determine the number of bedrooms needed.)*

Number of bedrooms needed:

Other needs:

**Staying with Friends or Family:**

Name and address of friend or family:

Phone number of friend or family:

**Pet Needs**

Do you have pets that will need to be temporarily relocated?  No  Yes

How many pets and what type:

Are your pets up to date on all required shots?  No  Yes

Do any of your pets have unique needs? (e.g. daily medication, large aquariums, etc.)  
 No  Yes If yes, please explain:

### Transportation Needs

How do your children get to school currently?
What is the name of the school(s) your children attend:
Will your children require transportation to school from the temporary living facility? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please provide details:
How far away is your workplace from your children's school(s)?
Do you have any other transportation needs?

### Additional Information

Please provide any other information that you feel would be helpful in addressing your temporary living needs.
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I certify that the above information is accurate and true. I understand that if any information on this form changes, I need to inform the Company. I also understand that if any information on this form is found to be inaccurate, some or all of my temporary relocation assistance may be denied or withdrawn.

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_