

First Addendum to Corrective Action Consent Agreement Between California Department of Toxic Substances Control and Pacific Gas and Electric Company

RECITALS

Whereas, the California Department of Toxic Substances Control (“DTSC”) and Pacific Gas and Electric Company (“PG&E”) entered into a Corrective Action Consent Agreement (“CACA”) for the Topock Compressor Station in 1996; and

Whereas, the parties desire to enter into an addendum to the CACA to modify Attachment 6 to the CACA, Scope of Work for Corrective Measures Implementation, and Attachment 7 to the CACA, Scope of Work for Progress Reports; and

Whereas, pursuant to Section XIX(1) of the CACA, the CACA may be modified by mutual written agreement of the parties, which modification shall be effective on the date signed by DTSC and deemed incorporated into the Consent Agreement.

The parties do now hereby agree to the following addendum to the CACA:1.

Attachment 6 to the CACA is modified as follows, with modified language in bold and underlined:

PURPOSE

The purpose of the Corrective Measures Implementation (CMI) program is to design, construct, operate, maintain and monitor the performance of the corrective measure or measures selected by the Department. Corrective measures are intended to protect human health and/or the environment from hazardous waste releases **or other potential adverse environmental impacts** from the Facility. The Owner/Operator or Respondent will furnish all personnel, **funding**, materials and services necessary to implement the corrective measures program, **which may include the implementation and compliance monitoring of any adopted mitigation measures for the remedy in accordance with the California Environmental Quality Act.**

SCOPE, 3rd Paragraph:

The Department may require the Owner/Operator or Respondent to conduct additional studies beyond what is discussed in the SOWs in order to support the CMI program. **Furthermore, the Department may, based on available expertise of personnel, elect to hire a third party to provide construction oversight and to conduct the necessary compliance monitoring of the**

adopted mitigation measures in compliance with the California Environmental Quality Act. The Department would obtain PG&E concurrence of the third-party contract, which would not be unreasonably withheld. The Owner/Operator or Respondent will furnish all personnel, **funding,** materials and services necessary to conduct the additional tasks.

Section E(9)(A). Construction Workplan

9. Data Management and Documentation Requirements

a. Progress Report Information

- Work Accomplishments (e.g., hours of operation, excavated volume, nature and volume of wastes generated, area of cap completed, length of trench completed, etc.).
- Record of significant activities (e.g., sampling events, inspections, problems encountered, action taken to rectify problems, etc.).
- **Record of compliance with the Mitigation Monitoring Reporting Program (MMRP) pursuant to adopted mitigation measures (e.g. record actions taken for compliance with specific measures, notification of complaints received and actions taken to rectify such complaints, etc.).**

2. The following paragraph 10 is added to Attachment 7 to the CACA (added language in bold and underlined):

10. **A description of significant activities and work completed to comply with the Mitigation Monitoring Reporting Program.**

3. The remainder of Attachments 6 and 7 not included in this Addendum remain in effect as agreed to in the CACA.

4. The effective date of this Addendum shall be the date this Addendum is signed by DTSC.

5. Each undersigned representative certifies that he or she is fully authorized to enter into this CACA.

IT IS SO AGREED AND ORDERED:

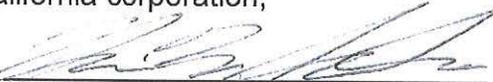
California Department of Toxic Substances Control

By: Karen Baker

Date: January 29, 2018

Title: Supervising Engineering Geologist

PACIFIC GAS & ELECTRIC COMPANY,
a California corporation,

By: 
Kevin M. Sullivan

Date: January 25, 2018

Title: Director, Environmental Remediation