



Matthew Rodriguez
Secretary for
Environmental Protection



Department of Toxic Substances Control

Barbara A. Lee, Director
8800 Cal Center Drive
Sacramento, California 95826-3200



Edmund G. Brown Jr.
Governor

October 11, 2018

Mr. Patrick Durham
Environmental Program Manager
Environmental Management
Sacramento Municipal Utility District [SMUD]
6201 S Street, Mail Stop B203
Sacramento, California 95817

FULLY EXECUTED FIRST AMENDMENT TO ENFORCEABLE CORRECTIVE ACTION CONSENT AGREEMENT, DOCKET NUMBER HWCA P1-13/14-007, SACRAMENTO MUNICIPAL UTILITY DISTRICT (SMUD), SMUD CORPORATION YARD, 1708 59TH STREET, SACRAMENTO, SACRAMENTO COUNTY (PROJECT CODE100402-48)

Dear Mr. Durham:

Enclosed for your records is the fully executed First Amendment to the Corrective Action Consent Agreement (CACCA) between SMUD and the Department of Toxic Substances Control (DTSC) for the subject site.

Pursuant to CACA Section 23.1 Modification, modifications are made to the following sections:

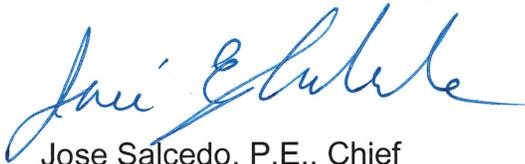
- 2. Findings of Fact;
- 4. Work to Be Performed; and
- 22. Reimbursement of DTSC's Costs.

DTSC looks forward to the submittal of the Sampling and Analysis Workplan, as outlined in Attachment 4, Scope of Work for Phase II. Please submit to my attention.

Mr. Patrick Durham
October 11, 2018
Page 2

Should you have any questions please contact me at (916) 255-3732 or via email at Jose.Sacedo@dtsc.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jose Salcedo".

Jose Salcedo, P.E., Chief
Northern California Schools Unit
Department of Toxic Substances Control

Attachment: Fully Executed *First Amendment to HWCA P1-13/14-007*
Attachment 4 Scope of Work for Phase II
Exhibit B Cost Estimate

cc: (via email)

George Keegan
Sacramento Municipal Utility District
Keegan.George@smud.org

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Sacramento Municipal Utility District
Yard [SMUD] Corporation Yard
1708 59th Street Sacramento, CA
E.P.A. I.D. # CAD000625939

SMUD

Docket HWCA P1-13/14-007

FIRST AMENDMENT TO
CORRECTIVE ACTION CONSENT
AGREEMENT

Health and Safety Code
Section 25187

RECEIVED AUG 20 2018

On January 28, 2015, the Department of Toxic Substances Control (DTSC) and SMUD (Respondent) entered into a Corrective Action Consent Agreement (Docket HWCA P1-13/14-007). DTSC and Respondent hereby enter into this First Amendment to the Corrective Action Consent Agreement (First Amendment) to amend the Corrective Action Consent Agreement as follows:

I. Section 2.8 of the Corrective Action Consent Agreement is added as follows:

On March 29, 2016, DTSC received the Phase II Environmental Site Assessment Report (Phase II Report) submitted by SMUD Corporation Yard. Respondent requested DTSC oversight in the review of the site investigation and site remediation, if needed. Respondent is preparing for the Facility redevelopment.

The Phase II describes activities performed between April and December 2015 at the Facility. The purpose of the Phase II Report was to evaluate areas of the Facility where past and/or current activities (truck garage, transformer repair or maintenance, vehicle storage, etc.) may have impacted soil-gas, soil, or groundwater. Based on the sampling results, the Phase II recommended additional investigation at the Facility.

II. Section 4 ("WORK TO BE PERFORMED") is deleted. Sections 4.1 and 4.2 are added as follows:

4.1 Respondent agrees to perform the work required by this Consent Agreement in accordance with the applicable state and federal laws, their implementing regulations, and the applicable DTSC and the United States Environmental Protection Agency (US EPA) guidance documents.

4.2 DTSC shall review and provide Respondent with written comments on all of Respondent's deliverables as described in Attachment 4 Scope of Work and other documents determined by DTSC to be necessary to the scope of the project or the implementation of this Consent Agreement. DTSC shall provide oversight of field activities, including sampling and remedial activities, as appropriate.

III. Section 22.2.1 of the "Reimbursement of DTSC's Costs" section of the Corrective Action Consent Agreement is added as follows:

Respondent shall also pay DTSC's costs incurred in the implementation of this First Amendment. An estimate of DTSC's costs is attached as Exhibit B showing the amount of \$78,961.00. It is understood by the parties that the amount in Exhibit B is an estimate only and may differ from the actual costs incurred by DTSC in implementing this Consent Agreement.

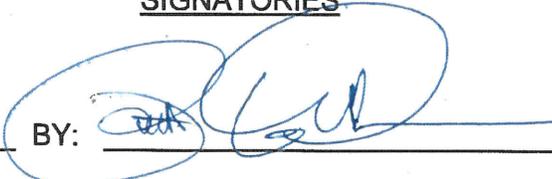
IV. Attachment 4, "Scope of Work for Phase II" will be added to the Consent Agreement.

V. Exhibit B, "Cost Estimate for the First Amendment," attached, is added to this Consent Agreement.

VI. Except as amended by this First Amendment, the provisions of the Corrective Action Consent Agreement remain in full force and effect.

VII. This First Amendment shall take effect upon the date when this First Amendment is signed by all parties.

SIGNATORIES

DATE: 10/05/18 BY: 

Patrick Durham
Director of Environmental, Safety, and
Real Estate Services
Sacramento Municipal Utility District

DATE: 10/8/18 BY: 

Charlie Ridenour
Branch Chief
Cleanup Program – Sacramento Office
Department of Toxic Substances Control

ATTACHMENT 4

SCOPE OF WORK FOR PHASE II

The following Tasks will be completed as part of this Agreement. If circumstances warrant, the Respondent, with DTSC's prior written concurrence, may streamline certain tasks.

TASK 1. Submittal of Existing Data and Scoping Meeting

The Respondent will submit to DTSC all background information, sample analysis results, environmental assessment reports, and any other information pertinent to the hazardous substance management and/or release, characterization and cleanup of the Site. DTSC will review the information to identify areas and media of concern, and to determine the additional work, if any, required to complete the investigation/remediation of the Site.

TASK 2. Additional Site Characterization

2.1 Sampling and Analysis Workplan. The Respondent will submit a workplan that describes the activities proposed to further characterize soil, soil gas, surface water and/or groundwater. The workplan should also include a Site health and safety plan, quality assurance/quality control plan, sampling plan, and implementation schedule. DTSC will review the workplan and provide written comments to the Respondent or approve the workplan. The Respondent shall revise the workplan in accordance with DTSC's comments, if any issued.

2.2 Workplan Implementation. The Respondent shall begin implementation of the approved workplan in accordance with the approved implementation schedule. DTSC shall provide oversight and approval of workplan implementation, as appropriate.

2.3 Site Characterization Report. The Respondent shall prepare and submit a Site Characterization Report that, at a minimum, presents the data, summarizes the findings of the investigation, validates the data, and includes recommendations and conclusions.

TASK 3. Remedy Selection Document

3.1 Removal Action Workplan. If DTSC determines a removal action is appropriate, the Respondent will prepare a Removal Action Workplan (RAW) in accordance with Health and Safety Code sections 25323.1 and 25356.1. The Removal Action Workplan will include:

- (a) a description of the onsite contamination;
- (b) the goals to be achieved by the removal action;
- (c) an analysis of the alternative options considered and rejected and the basis for that rejection. This should include a discussion for each alternative which covers its effectiveness, implementability and cost;
- (d) a description of the recommended alternative (including any required land use covenants, financial assurance, and operation and maintenance plan and agreement requirements).

* THE SCOPE OF WORK FOR THIS CACA IS LIMITED TO WORK IDENTIFIED IN THE FEB. 19, 2016 KLEINFELDER PHASE II ENVIRONMENTAL ASSESSMENT REPORT FOR 1708 59TH STREET. PREVIOUS WORK CONDUCTED BY SMVD UNDER OTHER CACAS WITH DTSC IS NOT INCLUDED IN THIS CACA SCOPE. RD

- (e) administrative record list;
- (f) Sampling and Analysis Plan with corresponding Quality Assurance Plan to confirm the effectiveness of the RAW, if applicable;
- (g) A health and safety plan;
- (h) An implementation schedule; and
- (i) Any other plans (e.g., transportation plan, dust monitoring and mitigation plan) deemed applicable, relevant or appropriate (Site specific).

DTSC will review the RAW and provide written comments to the Respondent. If the RAW is determined by DTSC to be incomplete, the Respondent shall address all outstanding issues as appropriate.

3.2 Remedial Action Plan. If DTSC determines the final remedy cannot be implemented under a Removal Action Workplan, Respondent will prepare a Remedial Action Plan (RAP) in accordance with the standards and requirements set forth in Health and Safety Code section 25356.1 for DTSC's review and approval. The RAP summarizes the results of the site characterization, risk evaluation and feasibility study and sets forth in detail appropriate steps to remedy soil, surface water and groundwater contamination at the Site and adjacent areas. In addition, the RAP shall contain a schedule for implementation of all proposed removal and remedial actions.

TASK 4. Remedial Design and Implementation Plan

Respondent will either (a) prepare and submit a Remedial Design and Implementation Plan (RDIP) in accordance with the agreed upon schedule contained in the approved Remedy Selection Document; or (2) depending on the complexity of the proposed removal or remedial action, incorporate the factors typically addressed in a RDIP into the Remedy Selection Document. The factors typically addressed in a RDIP are:

- (a) technical and operational plans and engineering designs for implementation of the approved remedial or removal action alternative(s);
- (b) a schedule for implementing the construction phase;
- (c) a description of the construction equipment to be employed;
- (d) a site specific hazardous waste transportation plan (if necessary);
- (e) any required registration requirements for contractors, transporters and other persons conducting the removal and remedial activities for the Site;
- (f) post-remedial sampling and monitoring procedures for air, soil, surface water and groundwater;
- (g) operation and maintenance procedures and schedules;
- (h) a health and safety plan; and
- (i) a community air monitoring plan, if required by DTSC.

TASK 5. Implementation of Final RAW or RAP

5.1. The Respondent shall implement the removal action in accordance with the approved Final RAW. During implementation of the RAW, DTSC may specify such additions,

modifications and revisions to the RAW as deemed necessary to protect human health and safety of the environment or to implement the RAW.

5.2 The Respondent shall implement the Final RAP as approved in accordance with the approved RDIP and schedule. During implementation of the RAP, DTSC may specify such additions, modifications and revisions to the RAP as deemed necessary to protect human health and safety of the environment or to implement the RAP.

TASK 6. Removal Action Completion Report

Within thirty (30) days of completion of RAW or RAP field activities, the Respondent shall prepare a Removal Action Completion Report documenting the implementation of the final RAW or RAP and RDIP and noting any deviations from the approved plan. DTSC will review the Removal action Completion Report and provide written comments to the Respondent or approve the Removal Action Completion Report.

TASK 7. Public Participation

7.1 The Respondent shall conduct appropriate public participation activities given the nature of the community surrounding the Site and the level of community interest. The Respondent shall work cooperatively with DTSC to ensure that the affected and interested public and community are involved in DTSC's decision-making process. Any such public participation activities shall be conducted in accordance with Health and Safety Code sections 25358.7 or 25356.1(e), the DTSC Public Participation Policy and Procedures Manual, and with DTSC's review and approval.

~~7.2 The Respondent shall prepare a community profile to examine the level of the community's knowledge of the Site; the types of community concerns; the proximity of the Site to homes and/or schools, day care facilities, churches, etc.; the current and proposed use of the Site; media interest; and involvement of community groups and elected officials.~~ RD

7.3 The Respondent shall inform the community of Site conditions and project activities, utilizing a notification format developed by DTSC. The notification may be provided through publication of a public notice in a local newspaper and/or mail-out of an information letter or a fact sheet to community members. The Respondent shall develop and submit information letters or fact sheets to DTSC for review and approval when specifically requested by DTSC. The Respondent shall be responsible for printing and distribution of information letters or fact sheets upon DTSC's approval using the approved community mailing list.

7.4 The Respondent shall publish, as appropriate or if deemed necessary by DTSC, in a major local newspaper(s), a public notice announcing the availability of the RAW/RAP for public review and comment. The public comment period shall last a minimum of thirty (30) days. Within two (2) weeks of the close of the public comment period, the Respondent shall prepare and submit to DTSC a draft response to the public comments received.

7.5 DTSC may require that the Respondent hold at least one public meeting to inform

the public of the proposed activities and to receive public comments on the RAW/RAP.

7.6 If appropriate, the Respondent will revise the RAW/RAP on the basis of comments received from the public, and submit the revised RAW/RAP to DTSC for review and approval. The Respondent will also notify the public of any significant changes from the action proposed in the RAW/RAP.

TASK 8. Land Use Covenant

The parties agree that a land use covenant (LUC) pursuant to California Code of Regulations, title 22, section 67391.1 may be necessary to ensure full protection of the environment and human health. DTSC may require such LUC in the Final RAW/RAP. The Respondent agrees to sign and record the LUC approved by DTSC within ten (10) days of receipt of a fully executed original.

TASK 9. Operation and Maintenance (O&M)

The Respondent shall comply with any and all operation and maintenance requirements in accordance with the final RAW, final RAP, or a DTSC-approved RDIP or O&M Plan. If deemed necessary, DTSC may require Respondent to enter into an O&M Agreement with DTSC.

TASK 10. Financial Assurance

Respondent shall establish and maintain a financial assurance mechanism pursuant to California Health and Safety Code section 25355.2 for implementing any required O&M activities, LUC-related activities, five-year review activities, and DTSC's costs incurred in overseeing these activities.

TASK 11. Discontinuation of Remedial Technology

Any remedial technology employed in implementation of the final RAP/RAW shall be left in place and operated by the Respondent until and except to the extent that DTSC authorized the Respondent in writing to discontinue, move or modify some or all of the remedial technology because the Respondent has met the criteria specified in the final RAW/RAP for its discontinuance, or because the modifications would better achieve the goals of the final RAW/RAP.

