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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

THE PEOPLE OF THE STATE OF CALIFORNIA, ex rel., CALILFORNIA REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION, Plaintiffs, **v.** **SOUTHERN CALIFORNIA GAS COMPANY; COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS; AND, DOES 1 through 10, inclusive,,** Defendants.	Case No. BC421492 **NOTICE OF ENTRY OF JUDGMENT**

Please take notice that on October 27, 2009, the Los Angeles Superior Court entered the Stipulated Consent Judgment and Final Order. A conformed copy of that document, executed by the court, is attached hereto as Exhibit A.

Dated: October 27, 2009

Respectfully Submitted,

EDMUND G. BROWN JR.
Attorney General of California
RICHARD J. MAGASIN
Supervising Deputy Attorney General

GARY E. TAVETIAN
Deputy Attorney General
Attorneys for Plaintiffs
Water Quality Pilot Enforcement Project

EXHIBIT A

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Superior Court of California
County of Los Angeles

OCT 27 2009

John A. Clarke, Executive Officer/Clerk
By _____, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

LOS ANGELES DIVISION

THE PEOPLE OF THE STATE OF CALIFORNIA, ex rel., CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION,

Plaintiffs,

v.

SOUTHERN CALIFORNIA GAS COMPANY, a California Corporation; COUNTY OF LOS ANGELES, a political subdivision of the State of California;; AND, DOES 1 through 10, inclusive,

Defendants.

CASE NO.: BC421492

STIPULATED CONSENT JUDGMENT AND FINAL ORDER ~~[PROPOSED]~~

This Stipulated Consent Judgment and Final Order ("Consent Judgment") is entered into by Plaintiff THE PEOPLE OF THE STATE OF CALIFORNIA, ex rel., CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION ("Regional Board") and Defendants SOUTHERN CALIFORNIA GAS COMPANY ("SoCalGas") and the COUNTY OF LOS ANGELES ("County"). For purposes of this Consent Judgment, SoCalGas and the County shall be referred to collectively as Defendants. For purposes of this Consent Judgment, the Regional Board, SoCalGas and the County shall be referred to collectively as the "Parties." The Parties have agreed to settle the above-captioned matter without further litigation, as set forth below.

INTRODUCTION

On March 24, 2008, the Regional Board filed a complaint in this matter in Los Angeles County Superior Court (Case No. BC 387706) naming as Defendants SoCalGas and the County and related parties, and alleging various violations of the California Water Code with respect to actions undertaken in Sullivan Canyon, located in the City of Los Angeles. This complaint was dismissed and, subject to a tolling agreement, the Parties commenced discussions aimed at resolving the claims alleged by the Regional Board. The Regional Board has filed contemporaneously herewith a new Complaint. The violations alleged in the Complaint include the discharge of pollutants, such as soil, rock, and sediment, to Sullivan Canyon Creek, a "Water of the United States," without the proper waste discharge requirements ("WDR") or Federal Water Pollution Control Act ("Clean Water Act") permits, and without the proper water quality certification from the Regional Board.

The Parties enter into this Consent Judgment pursuant to a compromise and settlement of disputed claims. Entry into this Consent Judgment by the Defendants shall not represent any admission by them of liability for the matters alleged in the complaint or covered in this Consent Judgment.

CONSENT JUDGMENT PURSUANT TO STIPULATION; ORDER

The Parties, after opportunity for review by counsel, hereby stipulate and consent to the entry of this Consent Judgment as set forth below.

1. DEFINITIONS

Except where otherwise expressly defined in this Consent Judgment, all terms shall be interpreted consistent with Chapter 5.5 of the Porter-Cologne Water Quality Control Act, Water Code sections 13370 et seq. and the regulations promulgated under the Federal Water Pollution Control Act, 40 C.F.R. 100 et seq.

2. JURISDICTION

The Parties agree that the Superior Court of California, County of Los Angeles, has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Consent Judgment.

3. PAYMENTS FOR PENALTIES, ENVIRONMENTAL PROTECTION ENFORCEMENT AND OTHER PROJECTS

a. SoCalGas

3.1. Total Penalties

SoCalGas shall be liable for a total of seven hundred seventy-five thousand dollars ($775,000) in civil penalties, a supplemental environmental project, and attorneys' fees, allocated as set forth in Sections 3.2 through 3.4, below. On entry of this Consent Judgment, SoCalGas shall deliver all required payments to the Regional Board to:

Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, CA 90013
Attention: Paula Rasmussen

for distribution pursuant to the terms of this Consent Judgment.

3.2. Credit

Against total liability of seven hundred seventy-five thousand dollars ($775,000), SoCalGas shall be credited two hundred fifty thousand dollars ($250,000) for remediation activities done on site to date, pursuant to a Streambed Alteration Agreement with the California Department of Fish and Game and other remedial activities not required by that agreement.

3.3. Penalty Payment

Within sixty (60) days of entry of the Consent Judgment, SoCalGas shall pay four hundred twenty-five thousand dollars ($425,000), delivered as set forth in section 3.1 above and with a check payable to the State Water Pollution Cleanup and Abatement Account. That amount includes reimbursement of twenty-five thousand dollars ($25,000) in attorneys' fees and thirty-seven thousand five hundred dollars ($37,500) in Regional Board staff costs. An additional one hundred thousand dollars ($100,000) in penalties shall be addressed with a Supplemental Environmental Project as set forth in Section 3.4 below.

3.4. Supplemental Environmental Project

SoCalGas shall pay within sixty (60) days of the entry of the Consent Judgment one hundred thousand dollars ($100,000) to partially fund a Supplemental Environmental Project entitled "Stone Creek Restoration" to be operated by the Santa Monica Bay Restoration Foundation. A copy of the workplan that fully describes the Supplemental Environmental Project is attached hereto as Exhibit A. All checks shall be made payable to the Santa Monica Bay Restoration Foundation and delivered to:

Santa Monica Bay Restoration Foundation
320 West 4th Street, Suite 200
Los Angeles, CA 90013
Attn: Joel Hanson

If SoCalGas does not pay the one hundred thousand dollars ($100,000) to partially fund the Supplemental Environmental Project within sixty (60) days of the entry of the consent judgment, then SoCalGas shall pay the one hundred thousand dollars ($100,000) as a penalty delivered as set forth in section 3.1 above and with a check made payable to the State Water Pollution Cleanup and Abatement Account.

3.5. Penalties For Late Payments

SoCalGas shall be liable for a Stipulated Civil Penalty of ten thousand dollars ($10,000) for each day that a payment required pursuant to Sections 3.1 through 3.4 is late, subject to the Consent Judgment enforcement provisions set forth in Sections 6.1 and 6.2, below.

b. County

3.6. Total Penalties

The County shall be liable for a total of two hundred twenty-five thousand dollars ($225,000) in civil penalties, allocated and credited as set forth in Sections 3.7 through 3.8 below (the "County Penalty"). The County shall deliver all required payments to:

Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, CA 90013
Attention: Paula Rasmussen

for distribution pursuant to the terms of this Consent Judgment.

3.7 Credit

Against the County Penalty, the County shall be credited one hundred twenty-five thousand dollars ($125,000) for remediation activities done in Sullivan Canyon to date, pursuant to a Streambed Alteration Agreement with the California Department of Fish and Game and other remedial activities not required by that agreement.

3.8. Payment and Penalty for Late Payment

Within sixty (60) days of entry of the Consent Judgment, the County shall pay one hundred thousand dollars ($100,000) as a County Penalty payment delivered as set forth in section 3.6 above and with a check made payable to the State Water Pollution Cleanup and Abatement Account. That amount includes reimbursement of fifteen thousand dollars ($15,000) in attorneys' fees.

The County shall be liable for a Stipulated Penalty of ten thousand dollars ($10,000) for each day that a payment required pursuant to this section is late, which shall be sought through the Consent Judgment enforcement provisions set forth in Section 6.1 and 6.2, below.

3.9 Termination of Consent Judgment as to County

Upon payment by the County of any and all amounts required under Section 3.8, this Consent Judgment shall expire and be of no further effect as to it, except that Sections 7.1, 7.2, 7.3, and 7.4 shall survive the expiration of the Consent Judgment.

4. SO CAL GAS COMPLIANCE WITH WATER QUALITY CERTIFICATION

4.1. SoCalGas Currently Planned Road Repair

(a) Entitlements for Currently Planned Road Repair

SoCalGas shall diligently pursue all of its permits, approvals, authorizations, or other entitlements, (collectively "Entitlements") necessary to begin the Currently Planned Road Repair as defined in Section 7.2 of Attachment A of the Section 401 Water Quality Certification For Proposed Sullivan Canyon Maintenance Road Construction And Pipeline Maintenance And Protection Project ("401 Certification," attached hereto as Exhibit B). Entitlements shall include, but may not be limited to, the following: (i) U.S. Army Corps Clean Water Act Section 404 permit; (ii) California Department of Fish and Game Section 1600 Streambed Alteration Agreement; (iii) coverage under the State Water Resources Control Board's "National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated With Construction Activity (General Permit) Water Quality Order 99-08-DWQ" and any such general permit that may be subsequently issued; (iv) the 401 Certification; (v) a City of Los Angeles grading permit; vi) one or more tree permits; and, vii) any access and/or easement agreements.

Within ten (10) days of securing all of the necessary Entitlements and confirming that no other Entitlements are needed (or within ten days of entry by of this Consent Judgment by the court, whichever is later), SoCalGas shall inform the Regional Board that it has secured such Entitlements. If, however, SoCalGas has not received all necessary Entitlements by thirty (30) days from the date of entry of this Consent Judgment, it must provide a status report in a form substantially similar to the Permit Status Update dated May 11, 2009, attached hereto as Exhibit C, explaining Entitlement status. SoCalGas shall then continue to report to the Regional Board and its counsel identified below every thirty (30) days until it has received all necessary

Entitlements and confirmed that no further Entitlements are necessary. The Regional Board may demand, and SoCalGas must provide, all material Entitlement applications and approval process documents. Nothing in this Section requires SoCalGas to produce any documents that are protected by the attorney-client privilege, attorney work product doctrine or any other applicable privilege or protection afforded to SoCalGas under law.

If the Regional Board is not reasonably persuaded that SoCalGas has reasonably and diligently pursued its Entitlements, then the Regional Board shall identify to SoCalGas what it considers deficient and give SoCalGas a reasonable time, but not less than thirty (30) days, to cure this alleged deficiency. If this alleged deficiency is not cured within this time, the Regional Board may seek a motion with the Superior Court for penalties of $3,000 per day from the expiration of the time frame to cure, for SoCalGas's alleged failure to reasonably and diligently pursue the Entitlements and to cure this failure. SoCalGas may defend any such motion and/or daily penalty assessment on the grounds, among other grounds, that the alleged failure to diligently pursue Entitlements led to no actual delay or fewer days delay than alleged by the Regional Board. The Regional Board may also seek an injunction to compel SoCalGas to use all reasonable efforts to obtain the necessary Entitlements. All such motions by the Regional Board shall be subject to the Consent Judgment enforcement provisions set forth in Section 6.1 below. The Regional Board shall have the burden of proof in all such motions.

b) Completion of Currently Planned Road Repair

SoCalGas shall complete all the Currently Planned Road Repair on or before one year and four months from the date that all Entitlements are received, effective and reasonably allow SoCalGas to complete the Currently Planned Road Repair and SoCalGas has confirmed that no additional Entitlements are needed.

For purposes of this Consent Judgment, the "Currently Planned Road Repair" means only the repair of the maintenance road generally as a 12-foot wide road for maintenance vehicle traffic. "Currently Planned Road Repair" does not include the installation of articulated concrete mats, ungrouted rip-rap planted with riparian vegetation, or other improvements.

When the Currently Planned Road Repair is complete, SoCalGas shall provide written notice to the Regional Board, pursuant to the notice provisions of this Consent Judgment. SoCalGas shall have the option to provide written notice to the Regional Board that in its discretion it deems the Currently Planned Road Repair complete, even if the full scope of the Currently Planned Road Repair is not complete. SoCalGas shall then explain to the Regional Board why the Currently Planned Road Repair was not completed in its entirety as originally envisioned. The Regional Board, once it receives either of the two above mentioned written notices, shall then have sixty (60) days in which to confirm pursuant to the notice provisions of this Consent Judgment that the Currently Planned Road Repair has been completed, which confirmation shall not be unreasonably withheld. If the Regional Board believes that the Currently Planned Road Repair is not complete, or that the explanation provided for why the Currently Planned Road Repair was not completed in its entirety is not sufficient, it shall provide to SoCalGas in writing the Regional Board's detailed reason(s) for this conclusion within this sixty (60) day period pursuant to the notice provisions of this Consent Judgment and give SoCalGas a reasonable time, but not less than thirty (30) days, to cure this alleged deficiency. However, if the Regional Board fails to timely provide this written rejection and explanation, or fails to respond at all, within this sixty (60) day period, then the Currently Planned Road Repair shall be deemed complete as of the completion date stated in the SoCalGas notice.

If SoCalGas does not agree with the reason(s) provided by the Regional Board, SoCalGas may seek a court order that this work is complete and/or a determination of the date upon which it

was completed. The running of any period of time to cure will be tolled during the pendency of such motion.

If SoCalGas fails to timely cure the alleged deficiencies in the Currently Planned Road Repair, the Regional Board may file a motion with the Superior Court for a Stipulated Civil Penalty subject to the Consent Judgment enforcement provisions set forth in Sections 6.1 and 6.2, below. However, should the Regional Board issue a rejection notice, SoCalGas shall not be penalized for any day that falls between the date SoCalGas provides its notice of completion and the date of the Regional Board's rejection and explanation. Further, should the Regional Board seek to enforce an alleged violation of this Section 4.1 pursuant to the enforcement provisions set forth in Sections 6.1 and 6.2 , such enforcement shall be in lieu of any enforcement under any statute, regulation or other legal requirement, including, without limitation, the requirements of the 401 Certification.

With respect to calculating the one year and four months, SoCalGas shall not be penalized for any day that falls between October 15 and March 15. Nor shall SoCalGas be penalized for any day (i) in which a legal challenge is threatened or pending related to some or all of the Sullivan Canyon maintenance road re-establishment and pipeline maintenance and protection project ("Project"); (ii) after an Entitlement expires (*e.g.*, the Storm Water General Permit) or becomes suspended or otherwise ineffective; (iii) in which SoCalGas is pursuing, but has not yet obtained, any new or additional Entitlement that SoCalGas determines in the future is needed for this work; or (iv) in which a governmental entity or a requirement or condition in any Entitlement does not reasonably allow the Currently Planned Road Repair, or any material part thereof, to proceed or continue.

4.2. SoCalGas Initial Onsite Restoration Planting

(a) Entitlements for Initial Onsite Restoration Planting

SoCalGas shall diligently pursue all of its Entitlements necessary to begin the Initial Onsite Restoration Planting as referenced in Paragraph 21 of Attachment B of the 401 Certification, attached hereto as Exhibit B. Entitlements shall include, but may not be limited to, the following: (i) U.S. Army Corps Clean Water Act Section 404 permit; (ii) California Department of Fish and Game Section 1600 Streambed Alteration Agreement; (iii) coverage under the State Water Resources Control Board's "National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated With Construction Activity (General Permit) Water Quality Order 99-08-DWQ" and any such general permit that may be subsequently issued; (iv) a Clean Water Act Section 401 Water Quality Certification; and (v) if necessary, a City of Los Angeles grading permit.

Within ten (10) days of securing all of the necessary Entitlements and confirming that no other Entitlements are needed (or within ten days of entry by of this Consent Judgment by the court, whichever is later), SoCalGas shall inform the Regional Board that it has secured such Entitlements. If, however, SoCalGas has not received all necessary Entitlements by thirty (30) days from the date the Currently Planned Road Repair is completed, Currently Planned Project Pipeline Exposure repairs, and Currently Planned Integrity Digs repairs, it must provide a status report in a form substantially similar to the Permit Status Update dated May 11, 2009, attached hereto as Exhibit C, explaining Entitlement status. SoCalGas shall then continue to report to the Regional Board and its counsel identified below every thirty (30) days until it has received all necessary Entitlements and confirmed that no further Entitlements are necessary. The Regional Board may demand, and SoCalGas must provide, all material Entitlement applications and approval process documents. Nothing in this Section requires SoCalGas to produce any

documents that are protected by the attorney-client privilege, attorney work product doctrine or any other applicable privilege or protection afforded to SoCalGas under law.

If the Regional Board is not reasonably persuaded that SoCalGas has reasonably and diligently pursued its Entitlements, then the Regional Board shall identify to SoCalGas what it considers deficient and give SoCalGas a reasonable time, but not less than thirty (30) days, to cure this alleged deficiency. If this alleged deficiency is not cured within this time, the Regional Board may seek a motion with the Superior Court for penalties of $3,000 per day from the expiration of the time frame to cure, for SoCalGas's alleged failure to reasonably and diligently pursue the Entitlements and to cure this failure. SoCalGas may defend any such motion and/or daily penalty assessment on the grounds, among other grounds, that the alleged failure to diligently pursue Entitlements led to no actual delay or fewer days delay than alleged by the Regional Board. The Regional Board may also seek an injunction to compel SoCalGas to use all reasonable efforts to obtain the necessary Entitlements. All such motions by the Regional Board shall be subject to the Consent Judgment enforcement provisions set forth in Section 6.1 below. The Regional Board shall have the burden of proof in all such motions.

b) Completion of Initial Onsite Restoration Planting

SoCalGas shall complete all of its Initial Onsite Restoration Planting as referenced in Paragraph 21 of Attachment B of the 401 Certification, on or before one year and four months from: (i) the date of completion of all Currently Planned Road Repairs, Currently Planned Project Pipeline Exposure repairs and Currently Planned Integrity Digs/repairs; and (ii) the date that all necessary Entitlements are received, effective, and reasonably allow SoCalGas to complete the Initial Onsite Restoration Planting and SoCalGas has confirmed that no additional Entitlements are needed.

When the Initial Onsite Restoration Planting is complete, SoCalGas shall provide written notice to the Regional Board, pursuant to the notice provisions of this Consent Judgment. The Regional Board shall then have sixty (60) days in which to confirm pursuant to the notice provisions of this Consent Judgment that the Initial Onsite Restoration Planting has been completed, which confirmation shall not be unreasonably withheld. If the Regional Board believes that the Initial Onsite Restoration Planting is not complete, it shall provide to SoCalGas in writing the Regional Board's detailed reason(s) for this conclusion within this sixty (60) day period pursuant to the notice provisions of this Consent Judgment.

If SoCalGas does not agree with the reason(s) provided by the Regional Board, SoCalGas may seek a court order that this work is complete and/or determining the date upon which it was completed. However, if the Regional Board fails to timely provide this written rejection and explanation, or fails to respond at all, within this sixty (60) day period, then the Initial Onsite Restoration Planting shall be deemed complete as of the completion date stated in the SoCalGas notice.

If SoCalGas fails to comply with this Section, the Regional Board may file a motion with the Superior Court for a Stipulated Civil Penalty subject to the Consent Judgment enforcement provisions set forth in Sections 6.1 and 6.2. However, should the Regional Board issue a rejection notice, SoCalGas shall not be penalized for any day that falls between the date SoCalGas provides its notice of completion and the date of the Regional Board's rejection and explanation. Further, should the Regional Board enforce a violation of this Section 4.2 pursuant to the Consent Judgment enforcement provisions set forth in Sections 6.1 and 6.2, such enforcement shall be in lieu of any the enforcement under any statute, regulation or other legal requirement, including, without limitation, the 401 Certification requirements.

With respect to calculating the one year and four months, SoCalGas shall not be penalized for any day that falls between October 15 and March 15. Nor shall SoCalGas be penalized for any day (i) in which a legal challenge is threatened or pending related to some or all of the Sullivan Canyon maintenance road re-establishment and pipeline maintenance and protection project ("Project"); (ii) after an Entitlement expires (*e.g.*, the Storm Water General Permit) or becomes suspended or otherwise ineffective; (iii) in which SoCalGas is pursuing, but has not yet obtained, any new or additional Entitlement that SoCalGas determines in the future is needed for this work; or (iv) in which a governmental entity or a requirement or condition in any Entitlement does not reasonably allow the Initial Onsite Restoration Planting, or any material part thereof, to proceed or continue.

5. FORCE MAJEURE

5.1. Any event (which may include an act or an omission) that is beyond SoCalGas's control and that prevents SoCalGas from timely performing any obligation under Section 4 of this Consent Judgment, despite SoCalGas's reasonable best efforts, is a "Force Majeure" event. Force Majeure does not include SoCalGas's financial inability to fund or complete the obligation or circumstances that SoCalGas could have avoided if it had complied with preventative requirements imposed by law, regulation or ordinance.

5.2. If any Force Majeure event occurs that may prevent or delay SoCalGas's performance of any obligation under Section 4 of this Consent Judgment, within ten (10) business days of when SoCalGas first receives reasonable notice of the event, it shall provide to the Regional Board a written explanation and description of the event; the anticipated duration of any delay; all actions SoCalGas has taken or will take to prevent or minimize the delay or other noncompliance and a schedule of such actions; and the rationale for categorizing the event as a Force Majeure. In addition, SoCalGas shall provide all available non-privileged, material, factual documentation supporting a Force Majeure claim.

5.3. Within fourteen (14) days of receiving the notice set forth in Section 5.2, the Regional Board shall notify SoCalGas in writing whether it agrees with its assertion of Force Majeure. If the Regional Board agrees that the prevention of performance or anticipated prevention of performance or delay or anticipated delay is attributable to Force Majeure, SoCalGas's performance will be excused to such degree as the Regional Board and SoCalGas agree or the time for performance of its obligations under this Consent Judgment that are affected by Force Majeure will be excused to such degree, or extended for such time as the Regional Board and SoCalGas agree is necessary to complete those obligations.

5.4. If SoCalGas and the Regional Board disagree about the existence or effect of Force Majeure, either SoCalGas or the Regional Board may petition the Court to resolve the dispute. If either SoCalGas or the Regional Board petitions the Court to resolve the Force Majeure dispute, it will neither preclude nor prejudice the Regional Board from bringing a motion to enforce the Consent Judgment as provided in Section 6.1, below, nor will it preclude nor prejudice SoCalGas's ability to oppose such a motion. Alternatively, SoCalGas may raise Force Majeure as a defense to a motion to enforce. In all instances, SoCalGas shall have the burden of proof to demonstrate Force Majeure.

5.5. If the Court determines that a Force Majeure event has occurred, it will, as appropriate, excuse the claiming SoCalGas's obligations affected by the Force Majeure event and/or extend the time for performance of the relevant obligations under Section 4 of this Consent Judgment for such time as is necessary to complete those obligations.

6. ENFORCEMENT AND PENALTIES

6.1. Procedure

The Regional Board may move this Court to enforce any provision of this Consent Judgment and to award other appropriate relief, including penalties as provided in Sections 6.2.a, or 6.2.b , by serving and filing a regularly noticed motion in accordance with Code of Civil Procedure section 1005 ("Enforcement Motion"). The Defending Party may file an opposition, and the Regional Board may file a reply, both also in accord with Code of Civil Procedure section 1005. At least ten (10) business days before filing an Enforcement Motion under this Consent

Judgment, the Regional Board must meet and confer with the Party against whom the Enforcement Motion has been brought to attempt to resolve the matter without judicial intervention. To ensure that the "meet and confer" is as productive as possible, the Regional Board will identify, as specifically as the available information allows, the specific instances and dates of non-compliance and the actions that the Regional Board believes the Party must take to remedy that non-compliance. As a part of this enforcement process, the Court shall have the discretion to allow discovery to take place and/or to allow live testimony of witnesses.

6.2. Remedies and Sanctions

The Court has the authority to penalize any violation of this Consent Judgment. Any penalty paid pursuant to this section shall be delivered as set forth in Sections 3.1 and 3.6 above, with a check made payable to the State Water Pollution Cleanup and Abatement Account.

6.2.a. Penalties Against SoCalGas or the County for Violations of Section 3.5 or 3.8.

On the Regional Board's Enforcement Motion, where Section 3.5 and/or Section 3.8 of this Consent Judgment apply, the Court will impose stipulated penalties in the amount of $10,000 per day for each day SoCalGas or the County has not completed its requirements under Section 3.5 and/or 3.8 above.

6.2.b. Penalties Against SoCalGas for Violations of Section 4.1(b) and/or 4.2(b)

On the Regional Board's Enforcement Motion, where Section 4.1(b) and/or Section 4.2(b) of this Consent Judgment apply, the Court will impose stipulated penalties in the amount of $5,000 per day for each day SoCalGas has not completed its requirements under Section 4.1(b) and/or 4.2(b) above.

6.2.c. Contempt

The Court retains, in addition to the above described enforcement procedures, its power to enforce the Consent Judgment through contempt.

7. MATTERS COVERED BY THIS CONSENT JUDGMENT

7.1. This Consent Judgment is a complete, final and binding resolution and settlement of all claims, violations or causes of action alleged by the Regional Board in the Complaint, and of all claims, violations or causes of action related to Sullivan Canyon which could have been

asserted by the Regional Board against SoCalGas, the County, the Los Angeles County Flood Control District ("District") and/or their respective directors, officers, governing boards, employees, heirs, assigns, successors, agents and contractors acting under their direction (collectively, the "Covered Parties") based on the facts alleged in the Complaint, including all costs of investigation and attorneys' fees incurred by the Regional Board or their counsel ("Covered Matters"). Therefore, the Regional Board covenants not to file any other complaint(s), whether judicial or administrative (including, without limitation, under the Administrative Civil Liability or other enforcement provisions of the California Water Code), against the Covered Parties arising from or related to the Covered Matters.

7.2 The Parties reserve the right to pursue any claim that is not a Covered Matter ("Reserved Claim") and to defend against any Reserved Claim. Any claims, violations or causes of action that constitute a Reserved Claim are not resolved, settled or covered by this Consent Judgment. In any subsequent action that may be brought by the Regional Board based on any Reserved Claims, Defendants agree that they will not assert that failing to pursue the Reserved Claims as part of this action constitutes claim splitting, or is otherwise inequitable because of this failure. This Section does not prohibit Defendants from asserting any statute of limitations that may be applicable to any Reserved Claim or any other defense related to Sullivan Canyon and arising before execution of this judgment. This Section does not prohibit Defendants from asserting the equitable doctrine of laches or any statute of limitations that may be applicable to any Reserved Claim or any other defense related to Sullivan Canyon and arising before execution of this judgment.

7.3 Settling Defendants covenant not to sue or pursue any civil or administrative claims against the Regional Board or other departments or agencies of the State of California, or their officers, employees, representatives, agents or attorneys arising out of or related to Covered Matters, except for the purpose of enforcing Plaintiff's obligations under this Consent Judgment.

7.4 This Consent Judgment is also a complete, final, and binding resolution and settlement by and between SoCalGas, on the one hand, and the County and the District, on the other hand, and their respective directors, officers, employees, governing boards, heirs,

successors, agents and contractors acting under their direction ("Representatives"), as to any and all claims, suits, liability, damages, losses, and actions (whether judicial or administrative) that they may have against each other arising from or related to any acts or omissions by SoCalGas or the County or District with respect to the Covered Matters (hereinafter, "Private Claims"). SoCalGas on the one hand, and the County and the District on the other hand, hereby release each other and their respective Representatives from any and all liability arising from or related to the Private Claims.

7.5 The provisions of Sections 7.1; 7.2, 7.3, and 7.4 are effective on the date of the entry of the Consent Judgment. The continuing effect of Sections 7.1, 7.2, and 7.3 as to each of the Defendants is expressly conditioned on their respective full payment of the amounts due under Sections 3.3, 3.4, or 3.8.

7.6. Sections 7.1, 7.2, and 7.3 shall not bar the Regional Board's right to enforce the terms of the Consent Judgment in this or another proceeding.

8. NOTICE

All submissions and notices required by this Consent Judgment shall be sent to: For the Regional Board:

Gary E. Tavetian, Esq.
Noah Golden-Krasner, Esq.
Deputy Attorneys General
Office of the Attorney General
300 S. Spring Street, 11th Floor
Los Angeles, California 90013
Phone: (213) 897-2639
Fax: (213) 897-2802
E-mail: Gary.Tavetian@doj.ca.gov

(with a copy to)

Paula Rasmussen
Section Chief, Compliance and Enforcement Section
Surface Water Division
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, CA 90013

For the County:

David W. Burhenn, Esq.
Burhenn & Gest LLP
624 S. Grand Avenue, Suite 2200
Los Angeles, California 90017
Phone: (213) 629-8788
Fax: (213) 688-7716
E-mail: dburhenn@burhenngest.com
(with a copy to)

Judith A. Fries, Esq.
Principal Deputy County Counsel
Office of the County Counsel
648 Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 653
Los Angeles, California 90012
Phone: (213) 974-1957
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For SoCalGas:

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Fax: (619) 699-5189
E-mail: SPearson@sempra.com

Any Party may change its notice name and address by informing the other Parties in writing, but no change is effective until it is received. All notices and other communications required or permitted under this Consent Judgment that are properly addressed as provided in this Section are effective upon delivery if delivered personally or by overnight mail, or are effective five (5) days following deposit in the United States mail, postage prepaid, if delivered by mail.

9. NECESSITY FOR WRITTEN APPROVALS

All approvals and decisions of the Regional Board under the terms of this Consent Judgment shall be communicated to Defendants in writing. No oral advice, guidance, suggestions or comments by employees or officials of the Regional Board regarding submissions or notices

required or given under this Consent Judgment shall be construed to relieve Defendants of their obligation, if any, to obtain any final written approval required by this Consent Judgment.

10. EFFECT OF JUDGMENT

Except as expressly provided in this Consent Judgment, nothing in this Consent Judgment is intended nor shall it be construed to preclude the Regional Board, or any state, county, or local agency, department, board or entity, or any CUPA, from exercising its authority under any law, statute or regulation.

11. LIABILITY OF THE REGIONAL BOARD

The Regional Board shall not be liable for any injury or damage to persons or property resulting from acts or omissions by SoCalGas or its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Consent Judgment, nor shall the Regional Board be held as a party to or guarantor of any contract entered into by or SoCalGas or its directors, officers, employees, agents, representatives or contractors, in carrying out the requirements of this Consent Judgment.

12. NO WAIVER OF RIGHT TO ENFORCE

The failure of the Regional Board to enforce any provision of this Consent Judgment shall neither be deemed a waiver of such provision nor in any way affect the validity of this Consent Judgment, except as set forth in this Consent Judgment or by operation of any applicable statute of limitations. The failure of the Regional Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Consent Judgment, unless otherwise provided in the Consent Judgment. The "no waiver" provisions in this paragraph do not apply to, or interfere with, the operation of any applicable statute of limitations. No oral advice, guidance, suggestions or comments by employees or officials of any Party regarding matters covered in this Consent Judgment shall be construed to relieve any Party of its obligations under this Consent Judgment.

13. REGULATORY CHANGES

Nothing in this Consent Judgment shall excuse either Defendant from meeting any more stringent requirements that may be imposed by changes in the applicable law.

14. APPLICATION OF CONSENT JUDGMENT

This Consent Judgment shall apply to and be binding upon the Regional Board and Defendants and their respective employees, agents, successors and assigns.

15. AUTHORITY TO ENTER CONSENT JUDGMENT

Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to enter into this Consent Judgment, to execute it on behalf of the Party represented and legally to bind that Party.

16. CONTINUING JURISDICTION

The Parties agree that this Court has exclusive jurisdiction to interpret and enforce the Consent Judgment. Except as provided in Section 3.9, the Court shall retain continuing jurisdiction to enforce the terms of this Consent Judgment and to address any other matters arising out of or regarding this Consent Judgment. The Parties shall meet and confer prior to the filing of any motion relating to this Consent Judgment, including any Enforcement Motion as required by Section 6.1, and shall negotiate in good faith in an effort to resolve any dispute without judicial intervention.

17. PAYMENT OF LITIGATION EXPENSES AND FEES

Defendants shall pay their own attorney fees, expert witness fees and costs and all other costs of litigation and investigation.

18. INTERPRETATION

The Parties agree that the rule of construction holding that ambiguity is construed against the drafting Party shall not apply to the interpretation of this Consent Judgment.

19. COUNTERPART SIGNATURES

This Consent Judgment may be executed by the Parties in counterpart.

20. COOPERATION BY DEFENDANT

SoCalGas shall cooperate with the Regional Board in addressing violations of environmental laws by any of its third-party contractors with respect to work in Sullivan Canyon undertaken pursuant to this Consent Judgment, should such violations come to light. On the Regional Board's request and upon reasonable notice, SoCalGas will provide documents in its

possession or control to the Regional Board for use as evidence in potential legal actions against third party contractors that have performed work in Sullivan Canyon pursuant to this Consent Judgment. Nothing in this Section requires SoCalGas to produce any documents that are protected by the attorney-client privilege, attorney work product doctrine or any other applicable privilege or protection afforded to SoCalGas under law.

21. INTEGRATION

This Consent Judgment constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for in the Consent Judgment.

22. MODIFICATION OF CONSENT JUDGMENT

This Consent Judgment may be modified only by the Court, or upon mutual written consent by the Parties and the approval of the Court.

23. TERMINATION OF CONSENT JUDGMENT

Except as otherwise set forth in Section 3.9 herein, this Consent Judgment will expire and be of no further effect after March 25, 2014 (the "Termination Date"), except as to any Defendant that has not paid any and all amounts due under the Consent Judgment or as against which an Enforcement Motion has been filed and served, both as of the Termination Date. As to such Defendant, the Consent Judgment will expire upon the date all payments have been made and/or all proceedings under the Enforcement Motion have been concluded. Notwithstanding any other provision of this Section, the provisions of Sections 7.1, 7.2, 7.3, and 7.4 of this Consent Judgment shall survive the Termination Date. Within thirty (30) days after payment by the County of any and all amounts required under Section 3.8, the Regional Board shall file with the Court and serve on the County an acknowledgement of satisfaction of judgment. Within thirty (30) days after completion of all obligations under this Consent Judgment by SoCalGas, the Regional Board shall file with the Court and serve on the County an acknowledgment of satisfaction of judgment.

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IT IS SO STIPULATED.

FOR THE REGIONAL BOARD:

Dated: 9/8, 2009

Tracy Egoscue
Executive Officer

FOR SOUTHERN CALIFORNIA GAS COMPANY

Dated: August 18, 2009

J. Eret Laue
Vice President
Gas Transmission & Distribution

FOR THE COUNTY OF LOS ANGELES

Dated: _____, 2009

Judith A. Fries
Principal Deputy County Counsel

APPROVED AS TO FORM.

Date: August 9/8, 2009

By: _____
Gary Tavetian
Attorneys for Plaintiff
People of the State of California,
ex rel. Regional Water Quality Control Board,
Los Angeles Region

IT IS SO STIPULATED.

FOR THE REGIONAL BOARD:

Dated: _____, 2009

Tracy Egoscue
Executive Officer

FOR SOUTHERN CALIFORNIA GAS COMPANY

Dated: August 18, 2009

J. Bret Lane
Vice President
Gas Transmission & Distribution

FOR THE COUNTY OF LOS ANGELES

Dated: _____, 2009

Judith A. Fries
Principal Deputy County Counsel

APPROVED AS TO FORM.

Date: August_____, 2009

By:_____
Gary Tavetian
Attorneys for Plaintiff
People of the State of California,
ex rel. Regional Water Quality Control Board,
Los Angeles Region

IT IS SO STIPULATED.

FOR THE REGIONAL BOARD:

Dated: _____, 2009

Tracy Egoscue
Executive Officer

FOR SOUTHERN CALIFORNIA GAS COMPANY

Dated: _____, 2009

J. Bret Lane
Vice President
Gas Transmission & Distribution

FOR THE COUNTY OF LOS ANGELES

Dated: September 1, 2009

Judith A. Fries
Principal Deputy County Counsel

APPROVED AS TO FORM.

Date: August_____, 2009

By:_____
Gary Tavetian
Attorneys for Plaintiff
People of the State of California,
ex rel. Regional Water Quality Control Board,
Los Angeles Region

Date: August 18, 2009

By: _____
Name: R. Scott Pearson
Attorney for Southern California Gas Company

Date: August _____, 2009

By: _____
Name: David W. Burhenn, Burhenn& Gest LLP
Attorneys for County of Los Angeles

IT IS SO ORDERED, ADJUDGED, AND DECREED

Dated: _____, 2009

JUDGE OF THE SUPERIOR COURT

LA2008600182
60356528.doc

Date: August_____, 2009

By:_____
Name: R. Scott Pearson
Attorney for Southern California Gas Company

Date: August 25, 2009

By:_____
Name: David W. Burhenn, Burhenn& Gest LLP
Attorneys for County of Los Angeles

IT IS SO ORDERED, ADJUDGED, AND DECREED

Dated: OCT 27 2009, 2009

RONALD M. SOHIGIAN

JUDGE OF THE SUPERIOR COURT

LA2008600182
60356528.doc

EXHIBIT A

bay restoration foundation
STEWARDS OF SANTA MONICA BAY
santa monica bay restoration foundation ✓ 320 west 4th street, ste 200; los angeles, california 90013
213/576-6615 phone ✓ 213/576-6646 fax ✓ santamonicabay.org

Stone Creek Restoration

Site Description

Stone Canyon Creek has been an ever diminishing natural feature of the UCLA Westwood campus since construction began in 1927. The lower Creek featured native sycamores and willows and a stretch that carved a deep meandering ravine across the western edge of campus. Within a few years, this ravine was filled in, and by the1940's much of Stone Creek was forced underground in pipes. Since this time, native bird, butterfly and amphibian species have declined dramatically along with the loss of native vegetation. Over the same period, UCLA has covered the campus, both above and below ground, with buildings, parking structures and highly manicured grassy quads. Out of the estimated 419 acres of campus, less than 12 acres remain of natural native habitat.

Tucked away behind a recently constructed business management school is a naturally banked section of Stone Creek that still runs through campus (Figure 1). As an oasis of greenery and shade on campus, the Creek is an inviting retreat. However, a carpet of non-native ivy and *Vinca* chokes its banks, some of which are severely eroded despite past attempts at artificial shoring. Although some native trees remain, the banks are largely populated by a miscellaneous assortment of non-native trees and invasive vines (Table 1). This potentially beautiful and functional stretch of the Creek will be the focus of our collaborative native plant restoration efforts.

Upstream from this area, the Creek runs from the Stone Canyon Reservoir through the estates of Bel Air, where it alternately runs in naturally banked and underground piped sections, crossing under Sunset Blvd. and out into an open stretch through the University Elementary School on UCLA campus. Downstream from our focal area, the Creek immediately enters a drainage pipe and winds under campus and Westwood Village on a course far different from its natural trajectory.

Parts of UCLA that have been surveyed historically have shown a 44% decline in native plant species, a 56% decline in native bird species and a 52% decline in native butterfly species. These figures do not account for dramatic population losses within the remaining species. Stone Creek, the University Elementary School and the UCLA campus will see immediate ecological benefits through the reintroduction of a more diverse native flora. As the native plants grow and take root, additional benefits will accrue due to increased bank stabilization and erosion control, reduced strangulation of trees by non-native vines, and greatly improved wildlife habitat due to a multi-layered canopy. It is our expectation that the native plants and their seeds and flowers will attract additional bird and beneficial insect species, and that the more complex habitats created by the plants may attract amphibian species. As our project realizes its long-term goals upstream and downstream of the initial restoration area the Creek may yet again serve as a patchwork of habitats that previously sustained a rich bird, butterfly and amphibian fauna.

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Additionally, recent scientific research has shown restoration of instream and riparian buffer habitats to be an effective and low cost method for improving water quality. Riparian buffer capture and filter pollutants prior to entering the stream, while instream vegetation further cleanses water improving habitat and human safety.

Project Description

The Santa Monica Bay Restoration Foundation (Foundation) in partnership with the Santa Monica Baykeeper (Baykeeper), UCLA's Facilities Department, and the Institute of the Environment are currently coordinating the removal of non-native vegetation and the planting and care of native understory plants and trees along a 350 foot (0.65 acres) stretch of Stone Creek. This effort will build upon current restoration efforts by extending restoration into the University Elementary School portion of Stone Creek, an additional 300 feet (0.62 acres). Restoration would follow previous models, and would include removal of non-native vegetation, collection of plant material and seed stock, plant propagation, installation of plant material, and project management and maintenance. The Foundation proposes a three year period of ongoing maintenance of the site to allow the native vegetation to become established enough to suppress any remaining non-native and/or invasive vegetation from the restoration area. The 0.62 acre site (1.27 acres total) is believed to be categorically exempt from the California Environmental Quality Act (CEQA) requirements as it is smaller than 5 acres and no work will take place in the stream or on the immediate stream banks. The work that will be conducted only involves the removal of invasive vegetation and the installation of native vegetation. No herbicides will used on this project. It is believed that the additional weeding and plantings will be sufficient to make the restoration area self sustaining and would require no further maintenance following this three year period.

Exotic invasive vegetation will be eliminated from the area by using mechanical methods (no herbicides) with volunteers and follow up visits by Foundation and Baykeeper staff. Volunteers can remove 50 square feet of ground cover type invasive vegetation per person hour. This method leverages volunteer labor by providing professional supervision on site. The professional field crew revisits each site following the initial plant removal for "fine tuning" to remove any roots and plants missed during the initial removal process. Professional crews will also plant the area with the appropriate native vegetation to maximize stream bank stability and minimize erosion on site. Supervised volunteers and the professional field crew (Foundation and Baykeeper staff) will clear all the exotic and/or invasive vegetation from the 0.62 acre area twice each year over the course of the project. Additional visits will be required to irrigate newly planted native plant species to help them establish through the first summer season. Following these visits the site should be complete and will need no further work or maintenance. At each stage, the Foundation will work closely with IoE coordinators, University Elementary School staff and UCLA facilities to ensure that restoration activities are consistent with educational safety and maintenance goals of the project partners.

The Stone Canyon Restoration will benefit the natural ecology and will greatly benefit the urban ecology of University Elementary School and UCLA, a campus that has few

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natural features and is becoming increasingly built up due to extreme space constraints. A restored creek within the University Elementary school grounds will provide a unique education experience for students. Natural creek features are a beloved part of several California public University campuses such as UC Santa Cruz and UC Berkeley, and newly restored areas are becoming key educational and aesthetic resources at previously degraded campuses such as UC Santa Barbara. Recent informal surveys by UCLA biology researchers suggest that most students cannot name even five bird species that live on campus. Through both the habitat enhancement and educational components of the proposed work we hope to change these unfortunate results.

Community Involvement/Education Element

The use of community volunteers organized by the Foundation and Baykeeper, the proximity to the University Elementary School, and the involvement of UCLA's students will ensure that this project is not simply another campus improvement. The Foundation and Baykeeper have been successfully educating the community about the benefits of native plant restoration through direct involvement in restoration activities. In addition to the attraction of perennial volunteers, we will also recruit UCLA students and Westwood community members who might not be aware of the environmental resources of the UCLA campus.

Extensive monitoring to determine the projects successes will be associated with the restoration project. The entire site is already part of a GIS data base. The Foundation will track the amount of time spent removing non-native vegetation from each plot, the number and types of plants installed at each plot, the success rate or survival rate of the plantings, and photo document each plot before and after the removal of exotic invasive vegetation to track project success. This information will be used to update the GIS database established during the first phase of the restoration Fall 2005-Spring 2006.

Table 1. Invasive plants removed, preserved and reintroduced to Stone Creek.

Removed	Preserved
Hedera helix, English Ivy	*Quercus agrifolia*, Coast Live Oak
Vinca major, Bigleaf periwinkle	*Plantanus racemosa*, Western Sycamore
Tropaeolum majus, Nasturtium	*Umbellularia californica*, California Bay Laurel
Ulmus parvifolia, Chinese Elm	*Prunus ilicifolia*, Hollyleaf Cherry
Washingtonia filifera, Mexican Fan Palm	
Delairea odorata, Cape Ivy	
Lepidium latifolium, Pepperweed	
Bougainvillea sp.	
Myoporum parvifolium	

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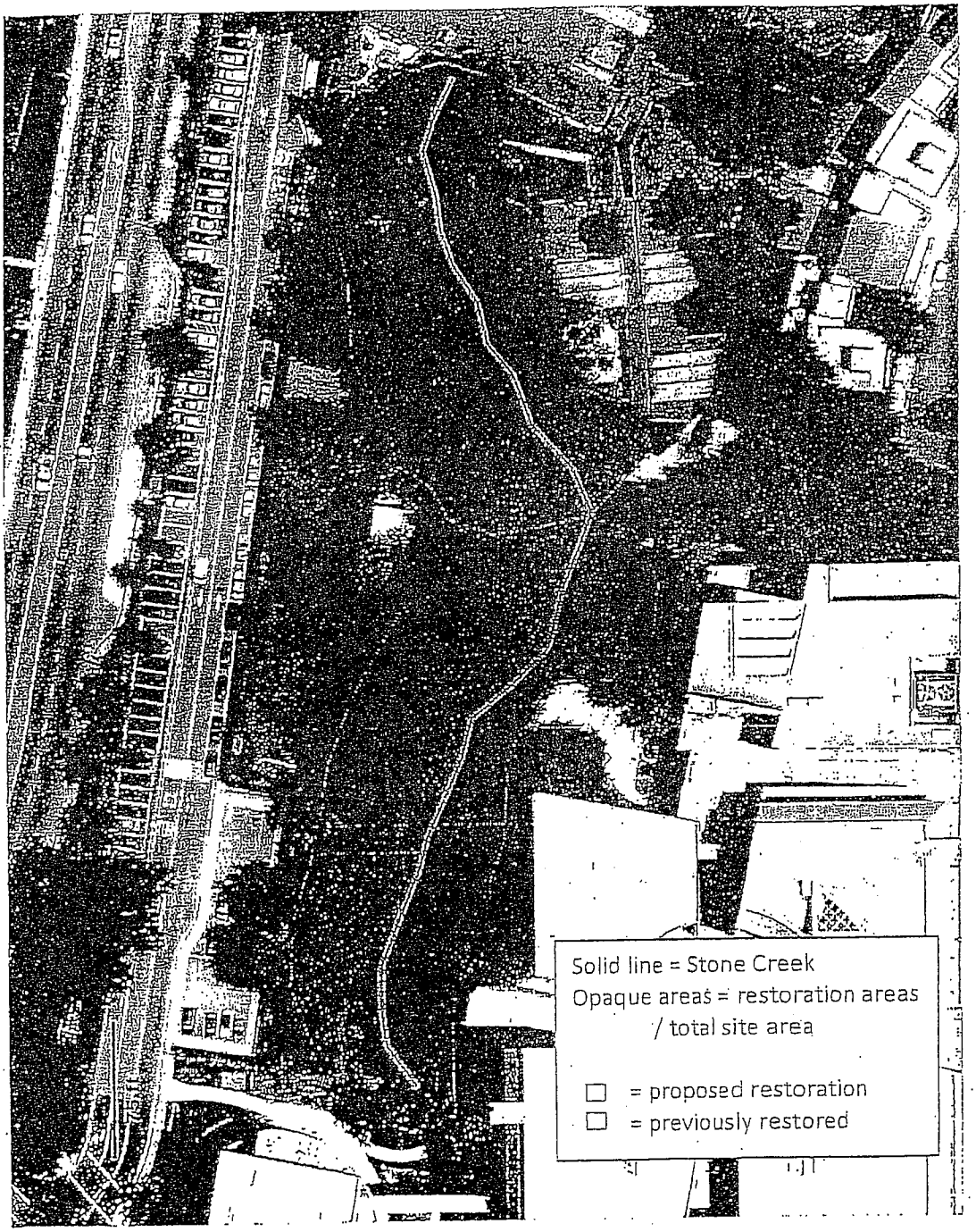

Figure 1. Stone Creek Restoration Site Map

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Scope of Work - Stone Creek University Elementary School Restoration

Task 1: Vegetation Removal and Cleanup

- Volunteer events - Volunteer events will be conducted for vegetation removal annually. The volunteers will be recruited from UCLA and the existing Baykeeper volunteer pool. During these volunteer events Foundation staff will provide project management and at least one Baykeeper crew member for training, supervision, and safety.

- Foundation and Baykeeper personnel will conduct follow-up visits to insure that all invasive vegetation and roots are thoroughly removed and cleaned from the site.

Timeline: March 2008 – March 2011

Task 2: Vegetation Planting

- Foundation and Baykeeper field crew will conduct planting of native vegetation, fine tuning of the site prior to planting, and irrigation of plant materials during the first year. Fine tuning involves the removal of any roots or invasive vegetation resprouts prior to plant installation.

Timeline: March 2008 – March 2011

Task 3: Vegetation success monitoring

- Previously mapped vegetation data currently maintained in a geographic information system (GIS), a computer mapping and database program (Arc Gis Arc Info version 9.1) will be updated to reflect additional work. Data collected include number of visits, hours worked, vegetation removed and installed, planting success, and digital photographs

A final report documenting the success of the restoration will be provided

Timeline: March 2008 – June 30, 2011

Task 4: Equipment and supplies, plants, dumpster rental, large tree removals

- This category is allocated for the purchase tools required for vegetation removal such as weeders, pitchforks, shovels, trash bags (vegetation removal equipment), base map layers for the GIS database, dumpster and equipment rentals to remove and dispose of vegetation during volunteer events, signs educating visitors to the project, and purchase of plant materials.

Timeline: March 2008 – March 2011

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213/576-6615 phone ✐ 213/576-6646 fax ✐ santamonicabay.org

Budget

Task	Description	Total Cost
Task 1.1	Volunteer events	$35,000.00
Task 1.2	Follow up visits	$35,000.00
Task 2	Vegetation Planting and Irrigation	$25,000.00
Task 3	Vegetation Monitoring and Reporting	$10,000.00
Task 4	Equipment and Supplies	$25,000.00
Total		$130,000.00

EXHIBIT B

California Regional Water Quality Control Board
Los Angeles Region

Linda S. Adams
Agency Secretary

Recipient of the 2001 Environmental Leadership Award from Keep California Beautiful

Arnold Schwarzenegger
Governor

320 W. 4th Street, Suite 200, Los Angeles, California 90013
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: http://www.waterboards.ca.gov/losangeles

Ms. Deanna Haines
Southern California Gas Company Gas
Transmission Technical Services 9400
Oakdale Avenue, SC9314 Chatsworth,
CA 91311-6511

WATER QUALITY CERTIFICATION FOR PROPOSED SULLIVAN CANYON MAINTENANCE ROAD CONSTRUCTION AND PIPELINE MAINTENANCE AND PROTECTION PROJECT, SULLIVAN CANYON CREEK, CITY OF LOS ANGELES, LOS ANGELES COUNTY (File No. 08-162)

Dear Ms. Haines:

Board staff has reviewed your request on behalf of Southern California Gas Company for a Clean Water Act Section 401 Water Quality Certification for the above-referenced project. Your application was deemed complete on January 21, 2008.

I hereby issue an order certifying that any discharge from the referenced project will comply with the applicable provisions of sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards) of the Clean Water Act; and with other applicable requirements of State law. This discharge is also regulated under State Water Resources Control Board Order No. 2003 - 0017 - DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges that have received State Water Quality Certification" which requires compliance with all conditions of this Water Quality Certification.

The Applicant shall be liable civilly for any violations of this Certification in accordance with the California Water Code. This Certification does not eliminate the Applicant's responsibility to comply with any other applicable laws, requirements and/or permits.

Should you have questions concerning this Certification action, please contact Valerie Carrillo, Lead, Section 401 Program, at (213) 576-6759.

Tracy J. Egoscue
Executive Officer

5/26/09
Date

DISTRIBUTION LIST

Bill Orme
State Water Resources Control Board
Division of Water Quality
P.O. Box 944213
Sacramento, CA 94244-2130

Jamie Jackson (via electronic copy)
California Department of Fish and Game
Streambed Alteration Team
4949 View Ridge Avenue
San Diego, CA 92123

Kenneth Wong
U.S. Army Corps of Engineers
Regulatory Branch, Los Angeles District
P.O. Box 532711
Los Angeles, CA 90053-2325

Eric Raffini (via electronic copy)
U.S. Environmental Protection Agency
600 Wilshire Boulevard, Suite 1460
Los Angeles, CA 90017

ATTACHMENT A

Project Information
File No. 08-162

1. Applicant:

Southern California Gas Company
9400 Oakdale Avenue, SC9314
Chatsworth, CA 91311-6511
Attn: Deanna Haines
Phone: (818) 701-4534 Fax: (818) 701-3441

2. Applicant's Agent:

Mr. Jason Kirschenstein
2801 Townsgate Rd., Suite 213
Westlake Village, CA 91361

Phone: (805) 434-2804 Fax: (805) 980-5886

3. Project Name:

Lines 3003 / 407 (Sullivan Canyon) Pipeline Protection

4. Project Location:

Brentwood-Sullivan Canyon area, Los Angeles County

Longitude, Latitude:

118.525902, 34.125575
North / upstream end of project area

118.509665, 34.074835
South /downstream end of project area

5. Type of Project:

Pipeline / Maintenance Road Repair project

6. Project Purpose:

The purpose of the proposed project is to repair and maintain existing natural gas pipelines and an associated maintenance road within Sullivan Canyon. The Southern California Gas Company (SoCalGas) Pipeline Protection Project (Proposed Project) facilitates compliance with the existing Department of Transportation (DOT) and California Public Utilities Commission (CPUC) requirements for safely operating and maintaining the two existing natural gas pipelines which run through Sullivan Canyon.

Channel migration over time in the canyon bottom has exposed portions of the previously buried pipeline that are now subject to creek flows. Maintaining and protecting the pipelines requires excavation for inspection and maintenance, and backfilling to certain required depths or protecting with structures (e.g. the proposed articulated concrete mats) that results in discharge of fill

material into the waters of the U.S. Similarly, the maintenance road has been subject to erosion from creek flows. Repairing the road requires the discharge of fill material where the creek and road are in the same location, where the road falls within the OHWM, and at locations where the road crosses the low-flow channel of the creek.

In order to perform the necessary pipeline maintenance activities, a maintenance road will be re-established through the Canyon to allow for inspections and/or repairs.

7. Project Description:

The Proposed Project includes a set of currently required maintenance activities for pipeline exposure protection, pipeline integrity digs, and road repair activities described below that are expected to be completed over a five-year period. An ongoing long-term maintenance program also described below includes a series of anticipated routine maintenance activities to ensure pipeline safety in accordance with DOT and CPUC regulations expected over the lifetime of the pipelines. The project plans include plan view and cross section details of the currently known pipeline exposure, pipeline integrity digs, and road repair maintenance activities which have been identified to date. The project plans, titled Southern California Gas Lines 407 and 3003, Sullivan Canyon (Psomas, November 2008) were included with the application package and specifically identify sites of needed pipe repair and layout of the proposed road. The road repair will occur first, within a year of receiving all required permit authorizations. Once the road repairs are completed, the remaining known pipeline integrity and exposures repairs will then be completed.

Clean imported fill material or in-situ soil material excavated at the project locations will be used for pipeline protection activities and road repairs. The use of articulated concrete mats and variable sized rock rip-rap will also be discharged as fill material into waters of the U.S. for pipeline protection and creek bank stabilization and erosion repair. Approximately 2,100 cubic yards of in-situ cut material will be used for fill at pipeline exposure and road repair locations. Approximately 3,600 cubic yards of engineered fill material will be imported for fill at pipeline exposure and maintenance road repair locations. Project plans include locations specified as E (1-18) and R (1-12). The letter E indicates a pipeline exposure location and the letter R indicates a road repair. These specific locations are labeled on Figure 3, Current Known Repair

ATTACHMENT A

Project Information
File No. 08-162

Areas (see Attachment C).

1) Currently Planned Project Pipeline Exposure and Integrity Digs

Pipeline exposures: The proposed project includes the repair of 22 pipeline exposures. These are mostly a result from flood flows during large storm events. Maintenance repairs of pipeline exposures include the use of articulated concrete mats and ungrouted vegetated riprap bank protection that will provide for the protection of exposed pipelines in water ways while maintaining creek flows and facilitating the establishment of native riparian vegetation. Projects to repair exposed pipeline projects involve excavating a section of exposed pipeline to inspect for damage, repairing the pipe wrap, and installing pipeline protection structures including articulated concrete mats and riprap bank protection. These repairs are identified in the project plans titled Southern California Gas Lines 407 and 3003, Sullivan Canyon (Psomas, November 2008).

Pipeline integrity correlation/inspection digs and repairs: The proposed project includes three pipeline integrity correlation/inspection digs and repairs to investigate anomalies identified as part of pipeline integrity program. This investigation will comply with the requirements of the DOT and CPUC, including the Pipeline Safety Improvement Act, 49 U.S.C. ¤ 60101, et seq. One pipeline integrity dig is located at pipeline exposure B-18 and will occur at the same time as a pipeline exposure repair to minimize impacts at this location. The other two pipeline integrity digs (PIP #2 & #3 will require excavation, inspection, and repair at locations not associated with pipeline exposures. To accomplish these inspections/repairs, SoCalGas will excavate the pipeline, remove pipe wrap, and visually inspect the pipeline. If repairs are required, then SoCalGas would perform these repairs while the excavation is open, incurring no further impact to the area. Excavations are anticipated to be approximately 40 feet long, by 15 feet wide, to approximately two feet below the pipeline.

2) Currently Planned Road Repair

The maintenance road has experienced severe degradation from flood flows and hillside erosion. In addition to 15 specific road repair locations, identified in project plan Southern California Gas Lines 407 and 3003, Sullivan Canyon (Psomas, November 2008), the existing maintenance road will be repaired and maintained as a 12-foot wide road with periodic turnouts needed for allowing two-way maintenance vehicle traffic to pass or turn around. The purpose of the maintenance road is to provide regular inspection access over all portions of the pipeline system using on-the-ground visual inspection while driving a truck.

Articulated concrete mats and ungrouted rip-rap planted with riparian vegetation will be used where the integrity of the road is subject to erosion from creek flows (See Attachment 2, Figure 5 for reference photos. Refer to Attachment 2, Figures 6 and 7 for representative site photos of the repair areas.)

3) Ongoing Routine Maintenance Activities

The following is a list of maintenance actions that must be routinely conducted within Sullivan Canyon to safely maintain the pipeline system and maintenance road and which are covered by this certification. The actions described below are regulated by the DOT and/or CPUC and are considered safety related actions. Many of these actions are conducted on a specific schedule.

Pipeline Inspection. Pipeline inspection will be regularly conducted over all portions of the pipeline system using on-the-ground visual inspection while driving a truck. Inspections include the pipelines, maintenance roads, and support facilities. Operating personnel will check and record pipeline conditions, replace missing or damaged pipeline markers and patrol signs, assure that pipeline markers are clearly visible, perform minor maintenance activities, and record any conditions that may affect pipeline operations.

Damage Prevention. Surveillance (i.e. locating and marking of pipelines and facilities) will be conducted to ensure no damage is caused by third party excavation or construction activities.

Leakage Surveys. Gas leak surveys will be conducted using hand-held leak testing equipment. These surveys will be conducted once each year, or more if necessary. A pickup truck and 1-2 crew members are typically required to complete this type of survey. No ground disturbance or vegetation clearing is required for this activity.

Cathodic Protection Surveys. Cathodic protection surveys will be completed bi-monthly to determine pipe and soil electrical potentials. Cathodic protection prevents metal corrosion by making the pipeline surface a cathode as in an electrochemical cell. Simple testing instruments are needed, and due to the length of the canyon, surveys may require 10 days to complete. Testing instruments connect to existing Electrolysis Test Stations (ETS) that are attached to the pipelines within the canyon. No ground disturbance or vegetation clearing is required for this activity.

Unscheduled Maintenance. Unscheduled maintenance and inspection may be initiated as a result of conditions encountered during normal maintenance activities. Unscheduled maintenance may also include special patrols conducted after heavy rains, fires, or other natural disasters to assess damage to maintenance roads and facilities and to insure that underground pipe has not been exposed as a consequence of erosion. Personnel will also inspect for subsidence that may threaten to wash out a pipeline. Because most of this work is unscheduled, it is not possible to accurately predict the number of hours necessary for completion or the dates of each activity. Various surveys may also include Close Interval Copper Sulfate Surveys or Atmospheric Corrosion Control Surveys.

Maintenance Road Repairs. Road maintenance will include grading of the existing maintenance road and spot-repair of erosion sites subject to scouring to allow for the passage of inspection vehicles. This will be done as necessary, usually following seasonal rains. The area of repair will be limited to the width of the maintenance road (approximately 12 feet wide).

Vegetation control. Where practical, the use of integrated pest management controls such as mechanical removal (i.e. grass mowing, weed whipping, or other mechanical methods) will be employed before using pesticides. Where these methods are not practical such as over large areas, pesticide application will occur. Pesticide use for purposes of this plan typically refers to

applications of 0.25 acres or greater on pipeline areas. These applications are used to maintain access to pipeline facilities and are performed either by SoCalGas personnel or a contractor. Prior to application, a site and product specific recommendation is obtained by SoCalGas from a State Certified Pest Control Advisor and reviewed by employees and contractors. SoCalGas will also follow any applicable statewide general permit for the discharge of aquatic pesticides. A copy of the pest control advisor's recommendations will be supplied to the RWQCB upon request.

Below Grade Pipe and Coating Inspections. Below grade pipe and coating inspections are conducted as a result of low pipe-to-soil electrical potentials (the low readings may occur in one spot or be several miles in length), or from internal inspection equipment. An excavation for this purpose would disturb an area 1,000 to 2,000 square feet in size (less than 0.05 acre).

Leak Excavations. Excavations are necessary in order to repair leaks reported as a result of leakage surveys. The affected pipeline segment will be isolated and the pipe segment will be cleared of residual natural gas. An excavation for this purpose would disturb an area of approximately 1,000 to 2,000 square feet (less than 0.05 acre).

Installation of Magnesium Anodes. Magnesium anodes are installed near the pipeline at its approximate depth. Installation of the magnesium anodes is normally done as a result of isolated low pipe to soil electrical potentials discovered through routine cathodic protection surveys. There will be typically three to six magnesium anode installations each year. An excavation for this purpose would disturb an area of approximately 10 to 20 square feet (less than .0005 acre).

Pipeline Excavation and Recoating. Excavation of pipe segments will occur if subsurface inspections indicate failed coating. When over 100 square feet of coal tar pipe wrap that may contain asbestos is present, asbestos abatement contractors will remove the failed coating material and dispose of it in an approved landfill. The area of disturbance depends on the extent of the failed coating. Recent experience has indicated an excavation for this purpose would disturb an area of approximately 1,000 to 2,000 square feet (less than 0.05 acre).

Pipeline Segment Replacement. Replacement of pipe segments will occur if subsurface inspections reveal severe corrosion. The area of disturbance and the time to complete the task depends on the length of pipeline segment replaced. However, this certification will only apply to pipeline segment replacement of less than 200 linear feet. Replacement pipe will be hydrostatically tested with water. Segments greater than 80 feet will be tested in the field. A Baker tank will be brought on site for water storage during hydrostatic tests, if needed.

Pipeline Protection with Concrete Mats. The use of articulated concrete mats and ungrouted riprap bank protection has proven to be very effective as a method for protecting exposed pipelines in waterways. Exposed pipeline projects will involve excavating a section of exposed pipeline to inspect for damage, repairing the pipe wrap, and installing pipeline protection structures including articulated concrete mats and riprap/bank protection. These projects will be designed to avoid and minimize impacts to waters of the U.S. to the maximum extent practicable. Permanent impacts will be tempered due to the methods and materials used, allowing incorporation of the design with the in-stream habitat. Vegetated riprap will be installed with the intent of increasing the stability of the re-configured bank and to create vegetated habitat. The articulated concrete mats also will allow for vegetated habitat. The average size for an articulated mat (20 locations) is approximately 1,485 square feet.

Activities Outside of Pipeline Area or Access Roads. Some projects could extend outside of the existing pipeline area or maintenance road including placement of cathodic protection units, (deep well, shallow well and horizontal well); creating staging/lay-down sites; equipment stockpile areas; spoils pile deposition areas; repairing large pipeline washouts; road improvement actions; and emergency excavation and repair. The extent of disturbance outside of the existing pipeline area would vary with the project, depending upon pipeline width, topography, layout, and other factors. Waters will be avoided. Typically, less than 0.5 acre outside of a pipeline area would be subject to disturbance per project.

Pipeline Integrity Correlation/Inspection Digs and Repairs. SoCalGas is mandated by DOT and Office of Pipeline Safety (OPS) to internally inspect high-pressure gas transmission pipelines for internal corrosion or other anomalies. This is to ensure continued

safe, secure and reliable supply of natural gas to customers. Following internal in-line inspections (smart pigging), SoCalGas is required to physically inspect the pipeline and correlate the data provided by the inline inspection tool. To accomplish these inspections/repairs, SoCalGas will excavate the pipeline, remove pipe wrap, and visually inspect the pipeline. If repairs are required, then SoCalGas would perform these repairs while the excavation is open, incurring no further impact to the area. Excavations are generally 40 feet long, by 15 feet wide, to approximately 2 feet below the pipeline. Depending on the depth of the pipeline, either a rubber tire backhoe, or a track excavator would be utilized, along with 2 to 3 pickup trucks, and a crew/gang truck. Recent experience has indicated an excavation for this purpose would disturb an area of approximately 1,000 to 2,000 square feet (less than 0.05 acre) annually.

Schedule

The Proposed Project includes the currently known pipeline exposure protection locations, pipeline integrity digs, and road repair activities that are expected to be completed over a five-year period from 2009 to 2014. The ongoing routine maintenance activities consist of a series of anticipated ongoing activities to maintain pipeline safety in accordance with DOT and CPUC regulations over an initial five-year period from 2009 to 2014 and beyond for the life of the pipelines. As stated above, the road repairs will occur first within a year of receiving all permit authorizations. Once the road repairs are completed, the remaining currently known pipeline integrity digs and exposure repairs will be completed during the remainder of this five-year period.

Impacts to Wetlands or Other Waters

Permanent and temporary impacts and fill are required for implementation of the currently known project elements. Ongoing maintenance impacts will be determined on a case-by-case basis. The following summarizes the surface area of permanent and temporary fill into waters of the U.S. and riparian scrub wetlands estimated for the currently known project elements.

Approximately 0.23 acre of wetland (riparian scrub) waters of the U.S. will be permanently filled for road repair and pipeline exposure protection measures. Approximately 0.82 acre of non-wetland waters of the U.S. will be permanently filled for road repair

and pipeline exposure protection measures.

Approximately 0.10 acre of wetland (riparian scrub) waters of the U.S. will be temporarily filled for construction access to road repair and pipeline exposure protection measures. Approximately 0.98 acre of non-wetland waters of the U.S. will be temporarily filled for construction access to road repair and pipeline exposure protection measures.

These projects have been designed to avoid and minimize for impacts to waters of the waters of the U.S. to the maximum extent practicable. Permanent impacts are tempered due to the methods and materials used, allowing incorporation of the design with the in-stream habitat. Vegetated riprap is installed with the intent of increasing the stability of the re-conifigured bank and to create vegetated habitat. The articulated concrete mats also allow for vegetated habitat to re-establish.

Hydrology and Hydraulic Report

In order to develop a project which would minimize and/or avoid impacts to water quality, a Hydrology and Hydraulics Report (Tetra Tech, October 2008) was developed to provide background hydrology, hydraulics, and geomorphologic characteristics necessary to ensure that the water resources within Sullivan Canyon remain pristine to the maximum extent practicable. The study area included the entire Sullivan Canyon consisting of 1,574 acres. For hydraulic analysis, HEC-GeoRAS was utilized to generate a geo-referenced data file. The geometric data file included existing conditions from a total of 114 selected cross-sectional locations within Sullivan Canyon Creek. The results from the hydraulic analysis demonstrate that Sullivan Canyon will experience severe flooding conditions with flow velocities of 19.1 fps (feet per second) and 22.0 fps under the 10- and 50-year flood events. This severity is worsened in upper reaches where the invert canyon slope is very steep.

A general geomorphologic assessment indicated that in the steeper upper reaches, the creek thalweg was influenced by high flow velocities and limited by steep narrow valley walls. As the creek enters the lower portions of the canyon, it begins to meander as the flow moves to downstream reaches where the gradient is not as steep and the width between the valley walls increases. Aerial

photograph analysis indicates that the creek may have experienced dynamic lateral movements over the years in the lower reach, and movement of the thalweg is expected to continue to move in future years or with large storm events.

The bulk flow analysis was developed with the Los Angeles County Department of Public Works' Sedimentation Manual. This bulk flow analysis was preferred to determine the higher runoff potential caused by large amounts of debris in runoff. This analysis was important, due the mountainous terrain and having a subject location which is prone to wildfires. Peak runoffs were calculated for 2-, 10- and 50-year burned and bulked flows at Sullivan Debris Basin, which is located at the southern most segment of the project area.

Summary of detailed descriptions of project activities at each location:

E-1 and R-0: (Northern Farmers Fire Road): The proposed work locations are not located along Sullivan Canyon Creek, itself. These work activities are near one of the major western tributaries to Sullivan Canyon Creek.

E-1: A 12-inch diameter pipe is proposed at the end of an existing storm drain pipe. The existing pipe is currently exposed in the air through the scoured road embankment. The new pipe will be comprised of two segments; an upstream vertical segment to route the outlet flow down to the existing swale elevation and a downstream horizontal segment with a 3% invert slope. A new 15-foot long riprap pad is also proposed at the downstream end of existing pipe in order to slow down the flow velocity to an acceptable level. Permanent impacts will consist of an area of 50 sq. ft. Temporary impacts will consist of 110 sq. ft.

R-0: A concrete revetment mat (CRM) will be placed over the road and will redirect road runoff to a new downstream riprap low-flow channel. The permanent impact area will consist of 105 sq. ft. and temporary impacts will consist of 100 sq. ft.

E-2, E-3, and E-4: Each of these sections is located consecutively and approximately 60 feet apart along Sullivan Canyon Creek. A CRM trapezoidal low-flow channel with a 6-ft wide bottom will be

created along the thalweg continuously from upstream of E-2 to downstream of E-4. Within this low-flow channel, a low-water crossing will be installed within the existing road provided at the mid-point. Permanent impacts for E-2, E-3 and E-4 will consist of 925 sq. ft. and temporary impacts will consist of 115 sq. ft.

R-1.3: The road at this location has been damaged by a local tributary which flows over the maintenance road embankment. At this location, the project will consist of re-grading the existing road to pre-damaged conditions. In addition, the removal of slough at the end of the tributary will re-establish a flow path for the local runoff. For this location, temporary impacts will consist of 200 sq. feet. There will be no permanent impacts associated with work activities at this location.

E-4.1: Work at this location will require construction of a CRM low flow channel along the invert of the canyon at the confluence with a tributary. Permanent and temporary impacts associated with this location will consist of 350 sq. ft. and 655 sq. ft.; respectively.

R-1.4: The road at this location will require re-grading to construct a concrete gravity wall along the existing road embankment. No permanent impacts will occur at this location.

R-2 and E-5: The exposure and road repair, which are about 50 feet apart from each other, will require placement of two rows of 36-inch to 48-inch toe rock along the toe of the existing maintenance road embankment. The permanent impact area will consist of 275 sq. feet (rock riprap) and temporary impacts will consist of 1,390 sq. ft.

R-3, R-4 and E-6: The exposure and road repairs will require construction of earthen berms with CRM placed in front of the existing maintenance road at this location. The permanent impacts associated with these locations will consist of 1,065 sq. ft and temporary impacts will consist of 2, 215 sq. ft.

E-7: The exposure at this location will require construction of a trapezoidal CRM channel along the invert of the canyon with a v-shape low flow ditch along the easterly edge of the new channel. The channel will also include an inlet for tributary flow from the westerly side. Permanent impacts associated with this location will consist of an area of 3,020 sq. ft. and temporary impacts will consist

of an area of 815 sq. ft.

R-5 and E-8: The exposure and road repair at this location will include re-establishing the existing road embankment along the westerly side of the canyon. Near the upstream end of new embankment, an earthen dike will be constructed to keep a tributary runoff flowing in the direction of the main channel. Permanent impacts have been combined and totaled into impacts for E9, E10 and R-6.

E-9 and E-10, R-6: A single trapezoidal low flow channel will be constructed from the E-9 to the E-10 sites. The channel will be made of CRM and provide for a 12-ft wide maintenance road on the easterly side of the channel. A total of 5,121 sq. ft. of permanent impact will occur within this reach and 4,420 sq. ft. will be impacted temporarily.

R-6.1: The road at this location will have riprap placement along the edges in order to protect from channel erosion. Permanent impacts will consist of an area of 20 sq. ft.

R-7: At this location, the current alignment of the channel routes the flow directly towards the maintenance road; scouring the embankment. The site will require construction of a new CRM maintenance road embankment at least 2 feet above the current ground elevation. Permanent impacts will consist of 1,090 sq. ft.

E-11.1: The exposure at this location will require construction of a CRM low flow channel along the invert of the canyon. Permanent impacts will consist of 100 sq. ft. Temporary impacts will consist of 530 sq. ft.

E-12: The exposure at this location will require construction of a new maintenance road embankment and placement of CRM along its side slope. Permanent impacts will consist of 815 sq. ft. An additional 715 sq. ft. will be impacted temporarily.

R-9: The road at this location will require re-grading to re-establish a 12% slope ramp for the existing maintenance road near the channel. No permanent impacts will result due to this project component.

E-12.1 and E-13: The exposures at these two locations will require construction of earthen berms with a CRM side slope over the exposed pipeline. This berm will minimize further scouring along the channel invert just above the pipeline by keeping the flow away. Permanent impacts will consist of an area of 2,455 sq. ft.

R-14: The road at this location will require construction of an earthen berm with CRM placed in front of the existing maintenance road and along the exposed pipeline. The berm will also include a v-shape low flow channel to direct the flow in the downstream direction. No permanent impacts will result due to this project component.

R-10 and E-15: The road and pipeline exposure at this location will include a project component to construct a trapezoidal CRM channel to route a tributary flow over the exposed pipeline. The channels will control the direction and containment of local runoff over the pipeline and minimize further damages. Temporary and permanent impacts associated with the proposed project will consist of 400 and 200 sq. ft.; respectively.

R-11 and R-11.1: The road at these two locations will require placement of CRM along the low water crossing for the existing maintenance road (along the canyon thalweg) where the flow has damaged the maintenance road embankment. At R-11, the exposed pipeline also crosses the low water crossing. Within these locations, permanent impacts will consist of 1,965 sq. ft. An additional 1,175 sq. ft. of temporary impacts will occur due to this project component.

E-16: The pipeline exposure at this location will require construction of a trapezoidal CRM low flow channel. The channel will also act as a low water crossing for the existing maintenance road at the center. A total of 2,095 sq. ft of permanent impact will occur due to this project component.

E-17 and E-18: The exposures at these two locations will require a continuous repair measure between the two sites. The measure will include construction of a trapezoidal CRM low flow channel at the bend of the canyon. Because of the alignment of the bend, the channel will cross the existing maintenance road twice; each time

creating a low water crossing. Permanent impacts will consist of an area of 6,876 sq. ft.

E-19: This exposure will require construction of a trapezoidal CRM low flow channel over the exposed pipeline to minimize further erosion. Permanent impacts will consist of an area of 1,085 sq. ft.

R-12: The segment through R-12 is a 2,900-ft long reach from RS 10+00 to RS 39+00. This site will be considered a maintenance road restoration site and does not require any hydraulic analysis. R-12 will consist of multiple remediation measures.

First, toe rock will be placed at the outside bend of the low flow channel near RS 10+00 in order to protect the existing maintenance road embankment which is located just behind the bend. Secondly, for the existing maintenance road between RS 16+00 and RS 25+00, the existing low flow channel is currently formed along the approximate centerline of the road. In this area, construction of a low flow channel through the adjacent floodplain to keep the flow away from the existing road may not be sustainable. The dynamic nature of the water course in this reach during a low flow conditions would cause the flow path to meander through this flatter area, making it hard to keep the flow path in a fixed location. The deposition nature of the canyon in this location during a high flow event may fill up any engineered channel with sediment. Also, a new low flow channel will significantly impact the existing vegetation established by the 2006 mitigation effort, creating environmental concerns.

The most suitable restoration measure is to repair the existing road in the existing alignment and to bolster erosion control to keep the low flow path away from the road to minimize future damages to the site. The road embankment will be re-graded to the original shape with engineered fill material and may involve over-excavation of the existing material. Also, low earthen water bars will be placed along the top of the re-established road at 100-ft intervals (a total of 10 water bars) with each water bar placed at a skew to keep the runoff directed towards the existing channel to the east. Thirdly, near RS 37+25, the existing thalweg, which flows east of the road, briefly intrudes into the road and returns back to its normal course. Also, between Station RS 38+10 and RS 38+80, the existing thalweg intrudes into the road again for a distance of approximately 70 feet and returns back to its normal course.

ATTACHMENT A

Project Information
File No. 08-162

Imported competent material will be used to fill the two areas over the road. For the area between RS 38+10 and RS 38+80, a new CRM low flow channel will be excavated next to the road to keep the flow away from the road and will eventually route the flow across the road at RS 37+90. This water will be allowed to flow downstream along a floodplain west of the road. Then, earthen water bars will be placed from RS 34+80 and RS 37+80 at 100-ft intervals (a total of 4) at a skewed angle to the road alignment to direct any surface runoff towards the low flow channel west to the road. The permanent impact area will consist of 385 sq. feet and temporary impacts will consist of 1,380 sq. ft.

8. Federal Agency/Permit:	U.S. Army Corps of Engineers Individual Permit
9. Other Required Regulatory Approvals:	California Department of Fish and Game Streambed Alteration Agreement
10. California Environmental Quality Act Compliance:	The proposed project is Categorically Exempt from CEQA pursuant to the CEQA Guidelines, Section 15302 (Replacement or Reconstruction).
11. Receiving Water:	Sullivan Canyon Creek (Hydrologic Unit No. 405.13)
12. Designated Beneficial Uses:	MUN*, REC-1, REC-2, WARM, WILD *Conditional beneficial use
13. Impacted Waters of the United States:	Federal jurisdictional wetlands: 0.10 temporary and 0.23 permanent acres Non-wetland waters (streambed): 0.98 temporary and 0.82 permanent acres Impacts include up to 0.5 acres of staging area within non-wetland waters of the U.S.

ATTACHMENT A

Project Information
File No. 08-162

14. Dredge Volume:	None
15. Related Projects Implemented/to be Implemented by the Applicant:	Water Quality Certification 05-028: Prior unauthorized road repair within the project area was conducted by applicant (in conjunction with the County of Los Angeles Department of Public Works) in December 2005. Total estimated temporary disturbance area was 1.11 acres. Per Streambed Alteration Agreement (SSA) #1600-2005-0431-R5 with CDFG, impacts were mitigated at a 3:1 ratio (total 3.33 acres required). This included 2.48 acres of onsite restoration and 0.19 acres of offsite (in-lieu fee) provided by SoCalGas. The remaining 0.66 acres of mitigation was provided by the County of Los Angeles Department of Public Works. Although onsite restoration success is still being monitored per the SAA, restoration of the site pursuant to SAA #1600-2005-0431-R5 has been successful to date, and the area is vegetated with native riparian species. As part of the onsite restoration, invasive German ivy (*Delairea odorata*), sweet fennel (*Foeniculum vulgare*), tree tobacco (*Nicotiana glauca*), and poison hemlock (*Conium maculatum*) have been controlled within and adjacent to the 2005 disturbance area. Per the SAA, invasive plant control efforts will continue through the end of the required 5-year monitoring period (through 2010). Water Quality Certification 08-082: The Certification for 08-082 includes pipe wrap repairs at nine (9) separate locations and integrity digging at a separate location along Line 3003.
16. Avoidance/ Minimization Activities:	Appropriate BMPs will be used to stabilize the site during construction activities as detailed in *SoCalGas's Water Quality Construction Best Management Practices Manual* (December 2002). The Applicant has proposed to implement several Best Management Practices, including, but not limited to, the following: • A pre-construction survey "tailgate" session will be conducted with a qualified biologist, the construction crew, and Applicant staff. The purpose will be to discuss specific resources in the area and the need to protect these resources and comply with all relevant permits/authorizations. • A litter control and site cleanup program will be implemented onsite.

- All exposed soil will be permanently stabilized at the earliest practicable date.
- Temporary impact areas will be minimized to the extent feasible.
- All construction related debris will be removed from the site.
- Weather will be monitored to avoid construction during rainfall events.
- Original soil contours will be restored to the extent feasible following completion of construction activities.
- Minimal vegetation clippings will be disposed of at an upland location above the canyon floor.
- Weather will be monitored to avoid potential storms during project implementation.
- Original soil contours will be restored to the extent feasible following work.

17. Proposed Compensatory Mitigation:

The Applicant has proposed to provide the majority of the compensatory mitigation by providing in-lieu funding for impacts associated with the proposed project. This decision was based upon input from all of the regulatory agencies, as mitigation areas may be impacted by project activities if they were to be implemented in the vicinity of project areas.

18. Required Compensatory Mitigation:

Impacts will be mitigated, principally, through an in-lieu fee payment to the Mountains Restoration Trust. The Regional Board will require the following compensatory mitigation ratios for project impacts:

Wetland:
Permanent: 5:1, 0.23 X 5 = 1.15 acres
Temporary 1:1, 0.1 X 1 = 0.10 acres

Vegetated streambed (non-wetland)
Permanent: 3:1, 0.82 X 3 = 2.46 acres
Temporary 1:1, 0.98 X 1 = 0.98 acres

ATTACHMENT A

Project Information
File No. 08-162

Total project impacts consist of 2.13 acres. Therefore, the total compensatory mitigation requirement will be 4.69 acres.

In addition, Water Quality Certification 08-082, "Sullivan Canyon Pipe Wrap Repair Project Lines 3003 and 407" required 0.60 acres of mitigation to be included in the Proposed Comprehensive Restoration Plan for this project for a total of 5.29 acres of mitigation.

As part of the Annual Reporting, the Applicant shall provide a summary of annual and cumulative project impacts. The Annual Report shall also identify any offsite mitigation credit remaining to be used for future activities covered under this permit. Any residual off-site compensatory mitigation credits can be used for future impacts not related to the currently planned activities.

See *Attachment B, Conditions of Certifications, Additional Conditions* for modifications and additions to the above proposed compensatory mitigation.

ATTACHMENT B

Conditions of Certification
File No. 08-162

STANDARD CONDITIONS

Pursuant to §3860 of Title 23 of the California Code of Regulations (23 CCR), the following three standard conditions shall apply to this project:

1. This Certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to §13330 of the California Water Code and Article 6 (commencing with 23 CCR §3867).

2. This Certification action is not intended and shall not be construed to apply to any activity involving a hydroelectric facility and requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent Certification application was filed pursuant to 23 CCR Subsection 3855(b) and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.

3. Certification is conditioned upon total payment of any fee required pursuant to 23 CCR Chapter 28 and owed by the Applicant.

ADDITIONAL CONDITIONS

Pursuant to 23 CCR §3859(a), the Applicant shall comply with the following additional conditions:

1. The Applicant shall submit to this Regional Board copies of any other final permits and agreements required for this project, including, but not limited to, the U.S. Army Corps of Engineers' (ACOE) Section 404 Permit and the California Department of Fish and Game's (CDFG) Streambed Alteration Agreement. These documents shall be submitted prior to any discharge to waters of the State.

2. The Applicant shall adhere to the most stringent conditions indicated with either this certification, the CDFG's Streambed Alteration Agreement, or the ACOE Section 404 Permit.

3. The Applicant shall comply with all water quality objectives, prohibitions, and policies set forth in the *Water Quality Control Plan, Los Angeles Region (1994).*

4. The Avoidance/Minimization activities proposed by the Applicant as described in Attachment A, No. 16, are incorporated as additional conditions herein.

5. The Applicant and all contractors employed by the Applicant shall have copies of this Certification, the approved maintenance plan, and all other regulatory approvals for this project on site at all times and shall be familiar with all conditions set forth.

6. Fueling, lubrication, maintenance, operation, and storage of vehicles and equipment shall not result in a discharge or a threatened discharge to waters of the State. At no time shall the Applicant use any vehicle or equipment which leaks any substance that may impact water quality. Staging and storage areas for vehicles and equipment shall be located outside of waters of the State.

7. All excavation, construction, or maintenance activities shall follow best management practices to minimize impacts to water quality and beneficial uses. Dust control activities shall be conducted in such a manner that will not produce runoff.

8. No construction material, spoils, debris, or any other substances associated with this project that may adversely impact water quality standards, shall be located in a manner which may result in a discharge or a threatened discharge to waters of the State. Designated spoil and waste areas shall be visually marked prior to any excavation and/or construction activity, and storage of the materials shall be confined to these areas.

9. All waste and/or dredged material removed shall be relocated to a legal point of disposal if applicable. A legal point of disposal is defined as one for which Waste Discharge Requirements have been established by a California Regional Water Quality Control Board, and is in full compliance therewith. Please contact Rodney Nelson, Land Disposal Unit, at (213) 620-6119 for further information.

10. The Applicant shall implement all necessary control measures to prevent the degradation of water quality from the proposed project in order to maintain compliance with the Basin Plan. The discharge shall meet all effluent limitations and toxic and effluent standards established to comply with the applicable water quality standards and other appropriate requirements, including the provisions of Sections 301, 302, 303, 306, and 307 of the Clean Water Act. This Certification does not authorize the discharge by the applicant for any other activity than specifically described in the 404 Permit.

11. The discharge shall not: a) degrade surface water communities and populations including vertebrate, invertebrate, and plant species; b) promote the breeding of mosquitoes, gnats, black flies, midges, or other pests; c) alter the color, create visual contrast with the natural appearance, nor cause aesthetically undesirable discoloration of the receiving waters; d) cause formation of sludge deposits; or e) adversely affect any designated beneficial uses.

12. The Applicant shall allow the Regional Board and its authorized representative entry to the premises, including all mitigation sites, to inspect and undertake any activity to determine compliance with this Certification, or as otherwise authorized by the California Water Code.

13. Application of pesticides must be supervised by a certified applicator and be in conformance with manufacturer's specifications for use. Compounds used must be appropriate to the target species and habitat. All pesticides directed toward aquatic species must be approved by the Regional Board. Pesticide utilization shall be in accordance with State Water Resources Control Board Water Quality Order Nos. 2004-0008-DWQ and 2004-0009-DWQ.

14. The Applicant shall not conduct any construction activities within waters of the State during a rainfall event. The Applicant shall maintain a five-day (5-day) clear weather forecast before conducting any operations within waters of the State.

15. If rain is predicted after operations have begun, grading activities must cease immediately and the site must be stabilized to prevent impacts to water quality, and minimize erosion and runoff from the site.

16. The grading and stabilization will be phased to limit the exposed or working face such that the graded area can be stabilized within 24 hours after the first prediction of rain during the 5-day forecast or within 24 hours after final grading of the phased area.

17. The Applicant shall utilize the services of a qualified biologist with expertise in riparian assessments during any vegetation clearing activities. The biologist shall be available on site during initial ground disturbance activities to ensure that all protected areas are marked properly and ensure that no vegetation outside the specified areas is removed. The biologist shall have the authority to stop the work, as necessary, if instructions are not followed. The biologist shall be available upon request from this Regional Board for consultation within 24 hours of request of consultation.

18. No activities shall involve wet excavations (i.e., no excavations shall occur below the seasonal high water table). A minimum 5-foot buffer zone shall be maintained above the existing groundwater level. If construction or groundwater dewatering is proposed or anticipated, the Applicant shall file a Report of Waste Discharge to this Regional Board and obtain any necessary NPDES permits/Waste Discharge Requirements prior to discharging waste. Sufficient time should be allowed to obtain any such permits (generally 180 days). If groundwater is encountered without the benefit of appropriate permits, the Applicant shall cease all activities in the areas where groundwater is present, file a Report of Waste Discharge to this Regional Board, and obtain any necessary permits prior to discharging waste.

19. All project/maintenance activities not included in this Certification, and which may require a permit, must be reported to the Regional Board for appropriate permitting. Bank stabilization and grading, as well as any other ground disturbances, are subject to restoration and revegetation requirements, and may require additional Certification action.

20. All surface waters, including ponded waters, shall be diverted away from areas undergoing grading, construction, excavation, vegetation removal, and/or any other activity which may result in a discharge to the receiving water. If surface water diversions are anticipated, the Applicant shall develop and submit a Surface Water Diversion Plan (plan) to this Regional Board. The plan shall include the proposed method and duration of diversion activities, structure configuration, construction materials, equipment, erosion and sediment controls, and a map or drawing indicating the locations of diversion and discharge points. Contingency measures shall be a part of this plan to address various flow discharge rates. The plan shall be submitted prior to any surface water diversions. If surface flows are present, then upstream and downstream monitoring for the following shall be implemented:

- pH
- temperature
- dissolved oxygen
- turbidity
- total suspended solids(TSS)
- Downstream TSS shall be maintained at ambient levels
- Where natural turbidity is between 0 and 50 Nephelometric Turbidity Units (NTU), increases shall not exceed 20%. Where natural turbidity is greater than 50 NTU, increases shall not exceed 10%.

Analyses must be performed using approved US Environmental Protection Agency methods, where applicable. These constituents shall be monitored for on a daily basis during the first week of diversion and/or dewatering activities, and then on a weekly basis, thereafter, until the in-stream work is complete.

Results of the analyses shall be submitted to this Regional Board by the 15th day of each subsequent sampling month. A map or drawing indicating the locations of sampling points shall be included with each submittal. Diversion activities shall not result in the degradation of beneficial uses or exceedance of water quality objectives of the receiving waters. Any such violations may result in corrective and/or enforcement actions, including increased monitoring and sample collection.

21. The Applicant shall restore the proposed 1.08 acres of TEMPORARY IMPACTS to waters of the United States and all other areas of temporary disturbance. Restoration shall include grading of disturbed areas to pre-project contours and re-vegetation with native species and irrigation, if necessary. Restored areas shall be monitored and maintained with native species, as appropriate, for five years. The Applicant shall implement all necessary Best Management Practices to control erosion and runoff from areas associated with this project.

22. The Applicant shall provide COMPENSATORY MITIGATION to offset the proposed temporal and permanent loss of waters of the U.S. Table 1 below lists the impact by permanent and temporary impact, impact ratio requirement.

Table 1

		Mitigation Ratio	Mitigation Required (acres)
Wetland Impacts (Riparian Scrub)			
Permanent	0.23	5:1	1.15
Temporary	0.10	1:1	0.10
Subtotal	*0.33*	–	*1.25*
Non-wetland Impacts (Vegetated Streambed)			
Permanent	0.82	3:1	2.46
Temporary	0.98	1:1	0.98
Subtotal	*1.82*	–	*3.44*
Total	2.15		4.69

23. The Applicant proposes funding to a third-party organization for the creation or restoration of a total of 4.69 acres of wetland and streambed riparian habitat within waters of the United States/Federal jurisdictional wetlands. In addition, Water Quality Certification 08-082, "Sullivan Canyon Pipe Wrap Repair Project Lines 3003 and 407" required 0.60 acres of mitigation to be included in the Final Comprehensive Restoration Plan for this project for a total of 5.29 acres of mitigation. Funding shall apply to mitigation acreage only, exclusive of administrative costs. The mitigation site shall be located within the Santa Monica Mountains Watershed unless otherwise approved by this Regional Board. The Applicant shall submit a Final Comprehensive Restoration Plan which shall include:

(a) Documentation from the third party indicating that funds have been used for mitigation acreage only, which do not include administrative costs. The boundary of the mitigation site shall be clearly identified on a map of suitable resolution and quality and shall also be defined by latitude and longitude.
(b) The type(s) of mitigation shall be described (e.g., creation of habitat or removal of exotics with replanting with native species, etc.)
(c) Success criteria shall be established.

This information shall be submitted to this Regional Board for approval prior to any disturbance within waters of the United States and shall include copies of all agreements made between the Applicant and a third party organization regarding compensatory mitigation efforts.

24. All open space and mitigation areas subject to Condition 23 shall be placed within a conservation easement to ensure preservation in perpetuity. Documentation of proper easement placement shall be submitted to the Regional Board within one year. All offsite mitigation is currently planned to be purchased through the Mountains Restoration Trust, and will be used only for mitigation sites within the Santa Monica Mountains or as otherwise approved by the Board.

25. The Applicant's Comprehensive Restoration Plan shall detail a channel and habitat restoration treatment plan in the Canyon to mitigate for impacts associated with the pipeline protection and maintenance road repair. The plan shall provide for repairing the maintenance road while acknowledging the fact that this is a very active floodplain subject to flood conditions that can regularly alter the course of the stream with scour and deposition across the canyon bottom. As a result, storm events may wash out the road and other areas of established and/or restored habitat.

    Therefore, the overall goal of the restoration plan is to restore impacted creek channel and riparian scrub habitat from pipeline protection and maintenance road repair in a manner that allows for long term protection from pipeline exposures, and ongoing road repair activities. The plan shall include the following restoration/mitigation treatments:

    Treatment 1 - Repair Maintenance Road
    Treatment 2 - Linear planting Scheme
    Treatment 3 - Open Floodplain Areas
    Treatment 4 - Planted Riprap
    Treatment 5 - Upland Plantings
    Treatment 6 - Tree Removal and Replacement Plantings
    Treatment 7 - Non-native Invasive Species Removal
    Treatment 8 - Offsite Mitigation

26. The Applicant shall submit to this Regional Board Annual Project and Mitigation Monitoring Reports (Annual Reports) by January 1st of each year for a minimum period of five (5) years following this issuance of 401 Certification or until mitigation success has been achieved and documented. The Annual Reports shall describe in detail all of the project/construction activities performed during the previous year and all restoration and mitigation efforts; including percent survival by plant species and percent cover. At a minimum the Annual Reports shall include the following documentation:

    (a) Color photo documentation of the pre- and post-project and mitigation site conditions;

    (b) Geographical Positioning System (GPS) coordinates in decimal-degrees format outlining the boundary of the project and mitigation areas;

(c) The overall status of project including a detailed schedule of work;

(d) Copies of all permits revised as required in Additional Condition 1;

(e) Water quality monitoring results for each reach (if required for Surface Water Diversion of De-water activity) compiled in an easy to interpret format;

(f) A certified Statement of "no net loss" of wetlands associated with this project;

(g) Discussion of any monitoring activities and exotic plant control efforts; and

(h) A certified Statement from the permittee or his/her representative that all conditions of this Certification have been met.

27. Prior to ANY subsequent activities within Sullivan Canyon, the Applicant shall submit to this Regional Board a NOTIFICATION of any such activity. Notification shall include: (a) the proposed schedule; (b) a description of the existing conditions; (c) the area of proposed temporary impact within waters of the State; (c) a description of any existing aquatic resources (e.g., wetland/riparian vegetation); and (d) any proposed compensatory mitigation. Notifications must be submitted a minimum of three (3) weeks prior to commencing work activities. This condition does not apply to emergency activities.

28. All applications, reports, or information submitted to the Regional Board shall be signed:

(a) For corporations, by a principal executive officer at least of the level of vice president or his duly authorized representative, if such representative is responsible for the overall operation of the facility from which discharge originates.

(b) For a partnership, by a general partner.

(c) For a sole proprietorship, by the proprietor.

(d) For a municipal, State, or other public facility, by either a principal executive officer, ranking elected official, or other duly authorized employee.

29. Each and any report submitted in accordance with this Certification shall contain the following completed declaration:

"I declare under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who managed the system or those directly responsible for gathering the

information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Executed on the _____ day of _____ at _____.

_____ (Signature)
_____ (Title)"

30. All communications regarding this project and submitted to this Regional Board shall identify the Project File Number 08-162. Submittals shall be sent to the attention of the 401 Certification Unit.

31. Any modifications of the proposed project may require submittal of a new Clean Water Act Section 401 Water Quality Certification application and appropriate filing fee.

32. Coverage under this Certification may be transferred to the extent the underlying federal permit may legally be transferred and further provided that the Applicant notifies the Executive Officer at least 30 days before the proposed transfer date, and the notice includes a written agreement between the existing and new Applicants containing a specific date of coverage, responsibility for compliance with this Certification, and liability between them.

33. The Applicant or their agents shall report any noncompliance. Any such information shall be provided verbally to the Executive Officer within 24 hours from the time the Applicant becomes aware of the circumstances. A written submission shall also be provided within five days of the time the Applicant becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected; the anticipated time it is expected to continue and steps taken or planned to reduce, eliminate and prevent recurrence of the noncompliance. The Executive Officer, or an authorized representative, may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

34. *Enforcement:*

    (a) In the event of any violation or threatened violation of the conditions of this Certification, the violation or threatened violation shall be subject to any remedies, penalties, process or sanctions as provided for under State law. For purposes of section 401(d) of the Clean Water Act, the applicability of any State law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Certification.

(b) In response to a suspected violation of any condition of this Certification, the State Water Resources Control Board (SWRCB) or Regional Water Quality Control Board (RWQCB) may require the holder of any permit or license subject to this Certification to furnish, under penalty of perjury, any technical or monitoring reports the SWRCB deems appropriate, provided that the burden, including costs, of the reports shall be a reasonable relationship to the need for the reports and the benefits to be obtained from the reports.

(c) In response to any violation of the conditions of this Certification, the SWRCB or RWQCB may add to or modify the conditions of this Certification as appropriate to ensure compliance.

35. This Certification shall expire five (5) years from date of this Certification. The Applicant shall submit a complete application prior to termination of this Certification if renewal is requested.

California Regional Water Quality Control Board
Los Angeles Region
Recipient of the 2001 Environmental Leadership Award from Keep California Beautiful
Linda S. Adams
Agency Secretary
Arnold Schwarzenegger
Governor
320 W. 4th Street, Suite 200, Los Angeles, California 90013
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: http://www.waterboards.ca.gov/losangeles

May 13, 2009

Ms. Deanna Haines
Southern California Gas Company
Gas Transmission Technical Services
9400 Oakdale Avenue, SC9314
Chatsworth, CA 91311-6511

AMENDMENT OF WATER QUALITY CERTIFICATION FOR PROPOSED SULLIVAN CANYON MAINTENANCE ROAD CONSTRUCTION AND PIPELINE MAINTENANCE AND PROTECTION PROJECT, (Corps' Project No. 2009-00087-KW), SULLIVAN CANYON CREEK, CITY OF LOS ANGELES, LOS ANGELES COUNTY (File No. 08-162)

Dear Ms. Haines:

We are in receipt of your letter dated April 14, 2009, requesting an amendment of your Clean Water Act Section 401 Water Quality Certification for above-referenced project.

As we understand, Southern California Gas Company (SoCalGas) is requesting an administrative amendment in order to be consistent with the Consent Judgment between SoCalGas and the Los Angeles Regional Water Quality Control Board (Regional Board) to be issued by the State Attorney General's office.

In response to your request, Attachment A, page 2, No. 7 (1st paragraph) which reads:

> 'The road repair will occur first, within a year of receiving all required permit authorizations.'

shall be deleted.

In addition, Attachment A, page 8 (2nd paragraph) which reads:

> 'As stated above, the road repairs will occur first within a year of receiving all permit authorizations.'

shall be deleted.

I have determined that the proposed modifications do not constitute a significant change in the nature or scope of the activities described for the project in your original application. Therefore, no additional action by this agency pursuant to Section 401 of the Clean Water Act is necessary. This determination is limited to the proposed in your notification to this Regional Board dated April 14, 2009 and described herein, and does not eliminate the Applicant's responsibility to comply with any other applicable laws, requirements and/or permits.

Should you have questions concerning this concerning this Certification action, please contact Valerie Carrillo, Lead, Section 401 Program, at (213) 576-6759.

Sincerely,

Tracy J. Egoscue
Executive Officer

cc: distribution list

Distribution List
File No. 08-162

Bill Orme
State Water Resources Control Board
Division of Water Quality
P.O. Box 944213
Sacramento, CA 94244-2130

Jamie Jackson (via electronic copy)
California Department of Fish and Game
Streambed Alteration Team
4949 View Ridge Avenue
San Diego, CA 92123

Kenneth Wong
U.S. Army Corps of Engineers
Regulatory Branch, Los Angeles District
P.O. Box 532711
Los Angeles, CA 90053-2325

Eric Raffini (via electronic copy)
U.S. Environmental Protection Agency
600 Wilshire Boulevard, Suite 1460
Los Angeles, CA 90017

EXHIBIT C

Permit Status Update (May 11, 2009)

Sullivan Canyon Lines 3003 and 407 Pipeline Protection Plan Project

Confidential Settlement Communication and Business Confidential

Agency / Permit	Major Tasks Complete	Remaining Items	Comments
U.S. Army Corps of Engineers Individual Permit #SPL-2009-00087-KW	09/08. Initiated pre-application communications with Corps. to evaluate current project / compliance approach. 10/07/08. Permit application materials submitted to Corps. 11/14/08. Site visit with Corps staff RE draft wetland delineation and offsite mitigation. 11/26/08. Draft Alts. Analysis submittal. 12/09/08. Submitted cultural records report and updated project description info. 12/10/08. Submitted updated Wetland Delineation maps. 02/12/09. Submitted final MMP. 02/17/09. Meeting with Corps. / application deemed complete. 3/11/09. Public notice distribution completed. 04/06/09. 30-day public review closed. 04/16/09. Draft EA submitted to Corps to help expedite processing.	• Requires issuance of amended RWQCB 401 Certification. • Corps to finalize NEPA documentation. • Corps to issue final permit.	Corps advises that it will contact SoCalGas on or after 05/15 to provide status update. No additional submittals needed or pending from SoCalGas at this time.
Regional Water Quality Control Board 401 Certification #08-162	08/26/08. Site visit conducted with RWQCB staff to evaluate project scope. 09/10/08. Site visit with RWQCB to evaluate alternatives for lower canyon, subsequent submittal of Lower Canyon Alts. Analysis per RWQCB request. 09/26/08. Follow-up site visit with RWQCB staff. 10/07/08. Permit application materials submitted to RWQCB. Included H&H Report per RWQCB request. 11/14/08. Site visit with RWQCB staff RE draft wetland delineation and offsite mitigation. 11/26/08. Draft Alts. Analysis submittal. 12/09/08. Submitted cultural records report and updated project description info. 12/10/08. Submitted updated Wetland Delineation maps. 01/05/09. Meeting held with RWQCB staff. Application determined complete by RWQCB. 02/12/09. Final MMP submitted. 3/26/09. Received signed 401 from RWQCB. 4/14/09. WQC amendment request submitted to RWQCB.	• RWQCB expected to file CEQA NOE. • RWQCB expected to issue amended WQC. • RWQCB to provide missing Alt. C from RWQCB for SoCalGas review. • RWQCB expected to issue response to concurrence request.	No additional submittals needed or pending from SoCalGas at this time.

Permit Status Update (May 11, 2009)

Sullivan Canyon Lines 3003 and 407 Pipeline Protection Plan Project

Confidential Settlement Communication and Business Confidential

Agency / Permit	Major Tasks Completed	Remaining Items	Comments
	4/21/09: Permit clarification letter / concurrence request submitted to RWQCB with draft NOI		
Regional Water Quality Control Board General Permit / SWPPP WDID# 419C354641	2/19/09. WDID issued (#419C354641) / NOI filed. 2/9/09. Final SWPPP completed.	• Implement SWPPP upon project initiation.	SWPPP was successfully implemented for Pipewrap Repair (WQC# 08-082). No additional submittals needed or pending from SoCalGas at this time.
California Department of Fish and Game Streambed Alteration Agreement 1600-2008-0406-R5	05/26/08: Initial site visit with CDFG staff to evaluate stream impacts / compliance and permit requirements. 6/9/08: Notification that submittal to CDFG initiated tentative determination that SAA not required. 6/26/08: Notification deemed complete; letter to CDFG. 07/22/08: Final MMP submitted to CDFG. 12/5/08: Received draft SAA from CDFG. 03/10/09: SoCalGas comments on draft SAA provided to CDFG. 05/21/09: Final executed SAA received; meeting held; submitted to CDFG to help expedite SAA process.	• CDFG issue final SAA. • SoCalGas review. • CDFG final CEQA review / NOE filing with RWQCB.	CDFG advised that it will not issue SAA prior to 09/30 to allow state update. No additional submittals needed or pending from SoCalGas at this time.
City of Los Angeles Native Tree Removal Permit	10/08. Initiated pre-application coordination with City staff and arborist. 11/08-12/08. Conducted tree inventory and prepared Protected Tree Report. 02/08. Submitted Protected Tree Report / Tree Permit request. 02/26/09. Site visit with City Tree Inspector. 03/13/09. Supplemental Tree Report submittal; application subsequently deemed complete.	• SoCalGas to review Final City Staff Tree Report and attend hearing. • Board of Public Works to approve Final City Staff Tree Report. • City to issue Permit	City has not yet set hearing date. No additional submittals needed or pending from SoCalGas at this time.
City of Los Angeles Department of Building and Safety Grading Permit	11/7/08: Submitted Application for Grading Permit. 11/18/08: Conducted on-site visit with LA City grading inspector. 3/9/09: Received clearance from LA City Planning Department that project is exempt from Mulholland Specific Plan Ordinance. 04/08/09: Provided City with revised plan check information. 4/9/09: Provided all requested project information to LA City Site Development Review Approval.	• SoCalGas to submit copies of final permits. • City Inspector to provide determination if permits are required.	City will not issue Grading Permit until it receives all environmental permits. Permits have been issued with copies provided to City Engineer. No additional submittals needed or pending from SoCalGas at this time.

Permit Status Update (May 11, 2009)

Sullivan Canyon Lines 3003 and 407 Pipeline Protection Plan Project

Confidential Settlement Communication and Business Confidential

Agency / Permit	Major Task Complete	Remaining Items	Comments
Mountains Recreation and Conservation Authority	3/3/09. Met with Park Ranger to review project and begin public outreach effort.	• None.	Approval not required to begin construction activity.
County of Los Angeles Oak Tree Permit	03/18/08. Received email concurrence from County Planning that activity is exempt from ordinance. 4/14/08. Received email concurrence from County Forestry that activity is exempt from ordinance.	• None.	
County of Los Angeles / Flood Control Construction Permit	12/11/08. Submitted Application for Grading Permit 2/23/09. County communicated that permit is approved with some restrictions. 03/23/09. SoCalGas / County meeting; reached agreement on all pending permit conditions. 5/5/09. SoCalGas provided meeting notes to memorialize requested restriction changes to help expedite permit processing.	• SoCalGas to submit copies of final permits.	County will not issue Construction Permit until sometime after all federal and state permits have been issued with copies provided to the County.
LA County Sanitation District Easement Modification	1/7/09. Initiated communications with LACSD. 1/30/09. Met with LACSD staff. 3/10/09. Required ROW amendment materials submitted for final review / approval.	• LA County Sanitation District Board to approve easement modifications after County confirms no issues remaining.	No additional submittals needed or pending from SoCalGas at this time. Amended easements are not required for construction work to begin. County must still determine no issues remaining and then schedule hearing for approval.
LA County Sanitation District Construction Access MOU	2/10/09. Agreement reached with County to provide construction access MOU for work to begin.	• SoCalGas to submit copies of final permits.	County will not issue MOU until sometime after all federal and state permits have been issued with copies provided to the County.
Mountains Restoration Trust (or other agency-approved entity) Offsite Mitigation / Habitat Compensation Acquisition	12/15/09. Email received from MRT indicating availability of offsite mitigation lands per in-lieu fee. 05/09. MRT to prepare final proposal for agency review/approval; MRT initiating approval process with RWQCB; Corps, and CDFG.	• Obtain final proposal from MRT and submit to agencies for review / approval prior to final purchase. • SoCalGas to provide proof of payment to agencies prior to road re-establishment.	Assumes agency authorization of MRT proposal. All permits / authorizations must be secured prior to purchase of offsite mitigation.

DECLARATION OF SERVICE BY U.S. MAIL

Case Name: **People, et al. v. Southern California Gas Company, et al.**

No.: **BC421492**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is 300 South Spring Street, Suite 1702, Los Angeles, CA 90013.

On October 27, 2009, I served the attached **NOTICE OF ENTRY OF JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Mail at Los Angeles, California, addressed as follows:

David W. Burhenn
Burhenn & Gest, LLP
624 South Grand Avenue, Suite 2200
Los Angeles, CA 90017

R. Scott Pearson
Senior Environmental Counsel
Southern California Gas Company
101 Ash Street
San Diego, CA 92101-3017

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on October 27, 2009, at Los Angeles, California.

Carol Chow
Declarant

Signature

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