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December 10, 2011

Mr. Harold J. Singer  
Executive Officer  
California Regional Water Quality Control Board  
Lahontan Region  
2501 Lake Tahoe Boulevard  
South Lake Tahoe, California 96150-7704

Re: PG&E's Submittal Pursuant to Ordering Paragraph 4.b.  
Amended Cleanup and Abatement Order No. R6V-2011-0005A1

Dear Mr. Singer:

Pacific Gas and Electric Company (PG&E) submits the following in compliance with Ordering Paragraph 4.b. of Amended Cleanup and Abatement Order No. R6V-2011-0005A1 (the "Order"), issued October 11, 2011 for the Hinkley Compressor Station.

PG&E has for many years acknowledged with genuine regret its responsibility for chromium contamination in the Hinkley community. PG&E is committed to working cooperatively with the Lahontan Water Board to expeditiously clean up groundwater contamination resulting from PG&E's historical operations at the Hinkley Compressor Station. We share the mutual goal of ensuring safe, reliable drinking water for the residents of Hinkley to ease their concerns for community health and well-being. To that end, PG&E will continue to honor our commitment to provide safe drinking water to the community through our voluntary bottled water program while we comply with the feasible provisions of the Order, including evaluation of whole house water treatment technologies and establishment of the Independent Review Panel (IRP) for the community.

Ordering Paragraphs 4.a. and 4.b. Requirements

Ordering Paragraph 4.a. of the Order requires PG&E to "...develop a process to fund an independent consultant(s) that can advise the community on matters subject to regulation by the Water Board." Ordering Paragraph 4.b. of the Order requires PG&E to develop a formal agreement with the community to implement the requirement of Paragraph 4.a., within 60 days of issuance of the Order (*i.e.*, by December 10, 2011).

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Independent Review Panel Resolution and Memorandum of Agreement

On December 6, 2011, Julie Clemmer and Jon Quass, co-chair and vice-chair (respectively) of the Hinkley Community Advisory Committee, and acting as the designated representatives of the Community Advisory Committee, executed an Independent Review Panel Resolution and Memorandum of Agreement (MOA) with PG&E. The MOA was developed by a subcommittee of the Community Advisory Committee over the course of five meetings. The final MOA was unanimously supported by the membership of the full Community Advisory Committee.

In compliance with Ordering Paragraph 4.b. of the Order, this formal agreement sets out the process by which PG&E will provide funding for the Community Advisory Committee to obtain the services of independent technical advisors (the Independent Review Panel) who can help the Community Advisory Committee and the community better understand, participate and comment on PG&E's Hinkley groundwater remediation program.

A copy of the Independent Review Panel Resolution and Memorandum of Agreement is attached to this report.

I hereby certify that I have examined this report, and based on my examination and my inquiries of those individuals who assisted in the preparation of the report, I believe the report to be true, complete and accurate.

Please do not hesitate to contact me if you have any questions regarding this report, or if you need additional information.

Sincerely,

*Robert C. Quass*

Attachment

**Hinkley Groundwater Remediation Program  
Independent Review Panel (IRP) Resolution and Memorandum of Agreement (MOA)  
December 6, 2011**

**WHEREAS, Pacific Gas and Electric Company (PG&E) has established a Community Advisory Committee for Hinkley residents and stakeholders to advise, share concerns with, and provide direct input to PG&E on its environmental and community programs related to the Hinkley Groundwater Remediation Program (the "Program") in Hinkley, California; and**

**WHEREAS, the members of the Community Advisory Committee were selected by a Formation Committee made up of representatives from the local community, PG&E, the Lahontan Regional Water Quality Control Board (Lahontan Water Board), and the local school district; and**

**WHEREAS, the members of the Community Advisory Committee are volunteers that live, work, or own property in the Hinkley community; and**

**WHEREAS, PG&E appreciates the tremendous efforts of the Community Advisory Committee and the significant contributions that they have made to date; and**

**WHEREAS, the Community Advisory Committee has met on a monthly basis since it was established in June 2011 and regular meetings are open to the public; and**

**WHEREAS, the Amended Cleanup and Abatement Order issued on October 11, 2011, by the Lahontan Water Board acknowledges the formation of the Community Advisory Committee and states: "The Community Advisory Committee is the only existing group that may currently be viewed as representing the community."; and**

**WHEREAS, many of the issues regarding PG&E's Groundwater Remediation Program are technical in nature; and**

**WHEREAS, PG&E recognizes that it is in the best interest of all parties for the community and Community Advisory Committee to be afforded resources to better understand the complex technical issues associated with the Program in order to provide meaningful input and participate in the decision-making process; and**

**WHEREAS, at the August 28, 2011, meeting, PG&E agreed to work with the Community Advisory Committee to establish and provide funding for independent experts to provide technical assistance to the community and the Community Advisory Committee; and**

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WHEREAS, at the Community Advisory Committee meeting on September 28, 2011, a subcommittee was formed for the purpose of establishing an independent review panel (IRP) to provide technical assistance to the community and the Community Advisory Committee; and

WHEREAS, the subcommittee has met on several occasions during the months of October and November 2011; and

WHEREAS, representatives of PG&E and the Executive Officer of the Lahontan Water Board participated in these meetings; and

WHEREAS, on October 27, 2011, the subcommittee agreed to recommend a structure and process for establishing an IRP to the full Community Advisory Committee at its November 2, 2011, meeting; and

WHEREAS, the Community Advisory Committee meeting on November 2, 2011, included a presentation and discussion on the recommended structure and process, and copies of a diagram and outline of that structure were provided to Community Advisory Committee members in advance of the meeting, provided to the Community Advisory Committee at the meeting and also made available to the members of the audience; and

WHEREAS, PG&E is entering into this Memorandum of Agreement ("MOA") for the benefit of the Community Advisory Committee and the community with the understanding that the Community Advisory Committee will identify and select independent, qualified consultants acceptable to PG&E and the Water Board to perform the work anticipated under this MOA, with the funding of such consultants to be provided by PG&E as provided herein.

NOW THEREFORE, it is hereby agreed by PG&E and the Community Advisory Committee as follows:

**1. Definition of Terms:**

<b>Committee:</b>	Community Advisory Committee for PG&E's Hinkley Groundwater Remediation Program
<b>PG&amp;E:</b>	Pacific Gas and Electric Company
<b>IRP:</b>	Independent Review Panel

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<b>IRP Manager:</b>	A qualified firm retained pursuant to this MOA to provide administrative and technical support to the Committee and the community regarding PG&E's Hinkley Groundwater Remediation Program
<b>Consultant Expert or Panel Expert:</b>	A person or entity retained pursuant to this MOA to provide specialized technical expertise to the Committee and the community regarding PG&E's Hinkley Groundwater Remediation Program
<b>IRP Oversight Committee:</b>	A subcommittee of the Community Advisory Committee formed to provide oversight of the activities of the Independent Review Panel
<b>Water Board:</b>	Lahontan Regional Water Quality Control Board
<b>Contracts:</b>	The contract between PG&E and the IRP Manager for administrative and general technical support, with PG&E as the paying agent, and contracts between the IRP Manager and Consultant Expert(s) for specialized technical support for the Committee
<b>Parties:</b>	PG&E and the Community Advisory Committee
<b>Program:</b>	PG&E Groundwater Remediation Program in Hinkley, California

**2. Purpose:**

PG&E and the Committee are entering into this agreement in order to provide funding for the Committee to obtain the services of independent technical advisor(s) (the IRP) who can help the Committee and the community better understand, participate and comment on PG&E's Groundwater Remediation Program in Hinkley, California.

**3. Selection of IRP Manager:**

An experienced and well-qualified IRP Manager shall be selected that is acceptable to the Committee, PG&E and the Water Board to provide administrative and technical support to the Committee and the community relating to PG&E's Groundwater Remediation Program. The selection of the IRP Manager shall follow a typical Request for Qualifications (RFQ) process which shall include distribution of a solicitation letter to qualified firms, review and ranking of responses, and interviews. PG&E and the Water

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Board may participate in this selection process. Prior to entering into a Contract with the IRP Manager, PG&E and the Committee shall determine a mutually agreed upon scope of work and budget for the IRP Manager. The IRP Manager scope of duties shall include but not be limited to the activities outlined under "IRP Manager Role" in Exhibit A. The scope and budget may be revised upon the mutual agreement of the Parties, based on input from the IRP Manager. Conflicts of interests and other reasons for ineligibility shall include, but not be limited to, the following:

- a) Any prior or current involvement in the Hinkley groundwater remediation program
- b) Any prior or current involvement in litigation pertaining to the Hinkley groundwater remediation program or to any other litigation to which PG&E is a party
- c) A demonstrated bias against PG&E, utilities and/or corporations
- d) Prior or current engagement as contractor/subcontractor for PG&E
- e) Prior or current engagement as contractor/subcontractor for litigant or plaintiff attorney in matters concerning PG&E
- f) Prior or current engagement as contractor/subcontractor for the Lahontan Water Board
- g) Membership on the Community Advisory Committee

**4. Selection of Consultant Expert(s):**

One or more experienced and well-qualified Consultant Experts shall be selected that are acceptable to the Committee, PG&E and the Water Board from the scientific disciplines listed on Exhibit B to this MOA to provide specialized technical support to the Committee and the community relating to PG&E's Groundwater Remediation Program. The IRP Manager will conduct a Request for Qualifications (RFQ) process as described in Section 3 of this MOA, for indentifying and selecting experts. PG&E and the Water Board may participate in this selection process. Prior to entering into a Contract with a Consultant Expert, PG&E, the Committee and IRP Manager shall determine a mutually agreed upon scope of work and budget. The scope and budget may be revised upon the mutual agreement of the Parties, based on input from the IRP Manager and the Consultant Expert. Conflicts of interests and other reasons for ineligibility shall include, but not be limited to, the following:

- a) Any prior or current involvement in the Hinkley groundwater remediation program
- b) Any prior or current involvement in litigation pertaining to the Hinkley groundwater remediation program or to any other litigation in which PG&E is a party
- c) A demonstrated bias against PG&E, utilities and/or corporations

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- d) Prior or current engagement as contractor/subcontractor for PG&E
- e) Prior or current engagement as contractor/subcontractor for litigant or plaintiff attorney in matters concerning PG&E
- f) Prior or current engagement as contractor/subcontractor for the Lahontan Water Board
- g) Membership on the Community Advisory Committee

**5. Contracts:**

PG&E shall enter into a written Contract with the IRP Manager.

- a) All payments to the IRP Manager for services provided pursuant to this MOA shall be made directly by and only by PG&E in accordance with this MOA; PG&E shall have no obligation to make any payment to the IRP Manager or Consultant Expert(s) except as provided in this MOA.
- b) Any Contract related to this agreement shall include a detailed scope of work, task list, hourly rates, budget, and payment and other terms, and shall be acceptable to PG&E.
- c) The IRP Manager is responsible for entering into Contracts with the Consultant Experts selected by the Committee.
- d) Committee members shall not be party to any Contracts related to this MOA and therefore shall not bear financial liability for any acts or omissions that occur as a result of or in connection with the Contract.

**6. Use of IRP Funds:**

The funds provided by PG&E pursuant to this MOA shall be used solely for the purposes of providing the administrative and technical support to the Committee and the community as detailed in the Contracts with the IRP Manager and Consultant Experts, to be mutually agreed by PG&E and the Committee.

Funds not covered by this MOA or Contracts related to this MOA include<sup>1</sup>:

- a) Activities related to lawsuits, litigation or other legal actions, including attorney fees and/or fees for assisting an attorney with a legal action or preparing for and

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<sup>1</sup> The list of items not covered by IRP funding was derived from the U.S. EPA Technical Assistance Plan agreement.

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- serving as an expert witness at any legal proceeding regarding or affecting the Project, and/or current or future chromium litigation against PG&E;**
- b) Tuition or other training expenses for Committee members;**
- c) Committee members' travel or related expenses;**
- d) Generation of new primary data such as well drilling and testing, including split sampling;**
- e) Generation of new health data through biomedical testing (e.g., blood or urine testing), clinical evaluation, health studies, surveillance, registries, and/or public health interventions, or similar activities;**
- f) Political activity and lobbying; or**
- g) Entertainment costs, including costs of amusement, social activities, ceremonials and costs relating thereto (such as meals and lodging).**

**Misuse of IRP funds will result in the termination of this MOA.**

**7. PG&E Responsibilities:**

- a) PG&E shall participate in meetings with the Committee, and/or IRP Oversight Committee and the IRP Manager to determine scope of work and budgets.**
- b) Within thirty (30) days of the execution on this MOA, PG&E shall deposit \$150,000 into an escrow account to be used by PG&E and the IRP Manager for the payment of approved administrative and technical services to the Committee and the community relating to PG&E's Groundwater Remediation Program for a term pursuant to Section 15 of this MOA. Additional funding will be subject to future discussions between the Committee, PG&E and the Water Board.**
- c) PG&E shall have fifteen (15) days of receipt of the invoice provided by the IRP Manager to object to the invoice or a portion of the invoice. If an invoice, or a portion of an invoice, does not fall within the approved scope of work in the Contract, PG&E shall have no obligation to release funds from escrow for payment of the invoice or portion that is not within the approved scope. If PG&E does not object to the invoice or a portion of the invoice, and the invoiced work is within the approved scope of work, the IRP Manager shall have the ability to release funds from escrow for payment of the invoice no sooner than sixteen (16) days from the date the invoice is received by PG&E and within thirty (30) days from the date the invoice is received by PG&E.**

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- d) PG&E shall be available to meet to resolve any conflicts arising as a result of this MOA.

**8. Committee Responsibilities:**

- a) The Committee shall provide direct input to PG&E on the Groundwater Remediation Program in Hinkley, California.
- b) The Committee shall designate a subcommittee (the IRP Oversight Committee) for the purpose of:
  - i. Overseeing the IRP process; and
  - ii. Participating in meetings with PG&E, and later with PG&E and/or the IRP Manager, to determine scopes of work and budgets.
- c) The Committee shall immediately inform PG&E of any potential conflict of interest.

**9. IRP Manager Responsibilities:**

- a) The IRP Manager shall be responsible for performing the scope of work detailed in its Contract. This scope shall include, but not be limited to the activities described in the "IRP Manager Role" section of Exhibit A.
- b) The IRP manager shall be responsible for entering into a Contract with the Consultant Expert(s).
- c) The IRP Manager shall be responsible for monthly invoicing to PG&E and payment of Consultant Expert(s) invoices.
- d) The IRP Manager shall immediately inform the Committee and PG&E of any potential conflict of interest.
- e) The IRP Manager shall assist with the resolution of disputes or questions that may arise as a result of this MOA.

**10. Consultant Expert(s) Responsibilities:**

- a) A Consultant Expert shall provide the specialized technical support to the Committee as pursuant to its Contract and Section 5 on this MOA.

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- b) A Consultant Expert shall immediately inform the IRP Manager of any potential conflict of interest.

**11. Exclusive Services:**

Except where provided by this MOA, during the term of this MOA, PG&E, the Water Board, or Committee member shall not employ, contract with, or otherwise retain the services of the IRP Manager or any Consultant Expert(s) on any matter.

**12. PG&E Release of Committee:**

PG&E hereby agrees to release the members of the Committee from any and all financial obligations to pay the IRP Manager or any Consultant Expert related to this MOA.

**13. Communications and Reporting:**

Upon the hiring of the IRP Manager, direct communication between the IRP Manager and/or Consultant Expert and PG&E shall be limited to communications regarding clarification of invoice(s), payment of invoice(s), and resolution of disputes regarding invoice(s) by PG&E. Any other communications shall be coordinated by the IRP Manager with the full knowledge of the IRP Oversight Committee. All communications between the IRP Manager and/or the Consultant Expert and PG&E, the Water Board or another entity or individual shall be reported to the Committee.

Pursuant to Section 9 of this MOA, the IRP Manager will prepare a monthly report to the Committee that includes a detailed list of all communications and contacts, a progress billing statement, and a summary of any work product.

**14. Conflict Resolution**

PG&E has fifteen (15) days after receipt of a copy of any billing on work performed to object to all or a portion of a bill. Such objection shall be submitted in writing to the IRP Manager with a copy to the IRP Oversight Committee. In the event that the issue cannot be immediately resolved between PG&E and the IRP Manager, or if another conflict arises as a result of this MOA, a meeting of the IRP Oversight Committee, the IRP Manager and PG&E shall be convened within ten (10) business days from the date of PG&E's written objection and the PG&E and the IRP Manager or Consultant Expert shall

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work in good faith to attempt to resolve the issue. During such a process, to the extent practicable, the services under this MOA that are not in dispute shall continue to be honored.

In the event that the PG&E and the IRP Manager or Consultant Expert cannot reach resolution on an issue concerning the use, administration, or payment of funds pursuant to this MOA, PG&E shall submit a list of three proposed mediators familiar with engineering services and billing. The IRP Manager or Consultant Expert shall select a mediator from this list. This mediator shall work with the PG&E and the IRP Manager or the Consultant Expert to resolve the dispute.

Any language regarding resolution of conflicts in Contract(s) related to this MOA shall be made to be consistent with Section 14 of this agreement or this document may be amended by mutual consent of the Parties to be consistent with the language in the Contract(s).

**15. Term and Termination of MOA:**

This MOA shall take effect when it has been signed by the designated representative of the Committee and PG&E, and it shall continue in full force and effect until the Committee is disbanded, or until the MOA is terminated or extended by the Committee and PG&E.

PG&E may, in its sole discretion, terminate this MOA upon thirty (30) days written notice to the Committee. PG&E shall also announce the termination at the next subsequent Committee meeting. The Committee, in its sole discretion, may terminate this MOA upon thirty (30) days written notice to PG&E. The MOA may also be terminated in the event that the Lahontan Water Board determines that the community does not require independent consultants. PG&E shall have no obligation to make payment for any work performed or costs incurred by or on behalf of the Committee following termination of this MOA.

In the event that this MOA is terminated, and independent consultants are no longer required, any funds that may remain in the escrow account after all approved invoices have been paid will be made available to support PG&E programs at the Hinkley School and/or other local PG&E community programs.

**16. Amendments to MOA:**

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This MOA may be amended at any time by mutual consent of the Parties. Prior to any amendment, the Committee shall review and comment on the proposed amendment. Any amendment shall be in writing and signed by both PG&E and the designated representative of the Committee.

17. Designated Representatives:

The designated representative at PG&E for purposes of this MOA shall be Stephanie Isaacson, or such other person at an equivalent level or above, as may be designated.

The designated representative(s) for the Committee for purposes of this MOA shall be Committee Co-Chair Julie Clemmer and Vice-Chair Jon Quass.

The designated representatives of the Committee and PG&E have agreed to the above terms and signed this MOA:

Committee

PG&E

By: Julie Clemmer  
Julie Clemmer,  
Co-Chair

By: Stephanie Isaacson  
Stephanie Isaacson,  
Director/Environmental  
Remediation

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: December 6, 2011

Dated: December 6, 2011

By: Jon Quass  
Jon Quass, Vice Chair

Name: \_\_\_\_\_

Dated: December 6, 2011

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**EXHIBIT A**

**Hinkley Groundwater Remediation Program**

**Independent Panel of Experts (Independent Review Panel or IRP) Outline**

11/2/11

<b>Name</b>	Independent Review Panel (IRP)
<b>Purpose</b>	To provide the community and the Community Advisory Committee (CAC) independent third-party technical assistance to aid their understanding of and participation in PG&E's groundwater remediation efforts in Hinkley
<b>Funded By</b>	Pacific Gas and Electric Company (PG&E)
<b>Organizational Structure</b>	<ul style="list-style-type: none"> <li>• IRP to be administered and managed by an IRP Manager</li> <li>• CAC and CAC Oversight Committee to oversee work of IRP Manager</li> </ul>
<b>IRP Manager Selection</b>	<ul style="list-style-type: none"> <li>• IRP Manager will be selected by the CAC with input and acceptance from PG&amp;E and Lahontan Water Board</li> <li>• IRP Manager will be a qualified environmental engineering firm with demonstrated IRP experience and no conflicts (see next page)</li> </ul>
<b>IRP Oversight Committee Role</b>	<ul style="list-style-type: none"> <li>• Act as interface between the CAC, PG&amp;E and IRP Manager</li> <li>• Coordinate community inquiries with IRP Manager</li> <li>• Address/resolve IRP management issues (e.g. scope, contracting)</li> <li>• Monitor, question and critique IRP process to maximize benefit to the community and ensure transparency</li> </ul>
<b>IRP Manager Role</b>	<ul style="list-style-type: none"> <li>• Day-to-day administration, facilitation, coordination and management of process for providing independent third-party technical expertise to the CAC and the community</li> <li>• Act as a liaison between the IRP and the community, CAC, PG&amp;E and the Lahontan Water Board</li> <li>• Develop and get agreement on a process for identifying, selecting, requesting qualifications, interviewing and selecting technical experts</li> <li>• Manage panel of experts in specialized fields</li> <li>• Establish a process and protocols for ensuring transparency and independence (including firewalls and reporting)</li> <li>• Interpret and provide simple explanation of technical verbiage, documents, issues and statements</li> <li>• Attend and participate in monthly CAC meetings; coordinate/schedule appropriate technical experts to attend</li> <li>• Assist with expert panel's review of key technical documents and compile feedback; report to full CAC</li> <li>• Manage contracting issues; ensure adherence to scope and budget</li> <li>• Solicit, track and respond to inquiries regarding technical issues directly from the community as well as from CAC members</li> <li>• Prepare monthly IRP report to full CAC that includes a list of all contacts and communications for the month</li> <li>• Establish and maintain a local information repository and/or online</li> </ul>

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	library accessible to the community
<b>IRP Expert Selection</b>	IRP Manager will conduct an RFQ process for indentifying and selecting panel experts (selection subject to CAC approval with input and acceptance of PG&E and the Lahontan Water Board)
<b>IRP Expert Role</b>	<ul style="list-style-type: none"> <li>• Provide expertise and advise in specialty areas, review and comment on key technical documents, participate in CAC meetings as appropriate</li> <li>• Interpret and provide simple explanation of technical verblage, documents, issues and statements</li> <li>• Participate in CAC meetings, and make presentations, as appropriate</li> <li>• Respond to requests from IRP Manager for technical expertise</li> </ul>
<b>IRP Expert Disciplines</b>	<ul style="list-style-type: none"> <li>• Technical Advisor</li> <li>• Remediation Expert</li> <li>• Toxicologist/Health Expert</li> <li>• Water Expert</li> <li>• Others TBD</li> </ul>
<b>Memorandum of Understanding (MOU)</b>	<p>Between PG&amp;E and community representatives of the Community Advisory Committee</p> <ul style="list-style-type: none"> <li>• Outlines general scope of work</li> <li>• Provides for PG&amp;E to enter into Business Contract with IRP Manager for funding purposes</li> <li>• Acknowledges Lahontan Water Board CAO</li> </ul>
<b>Business Contract</b>	<p>Between PG&amp;E and IRP Manager</p> <ul style="list-style-type: none"> <li>• Includes detailed scope of work, including task list and budget</li> <li>• Details payment terms</li> <li>• Details invoicing procedure</li> <li>• Includes provisions for providing transparency and avoiding perceived or real conflicts (e.g. firewalls, etc.)</li> </ul>
<b>Use of IRP Funds</b>	<p>Funds shall be used only for the items specified in the scope. Examples of items <u>not covered</u> include:</p> <ul style="list-style-type: none"> <li>• Litigation</li> <li>• Political expenditures</li> <li>• Travel (unless otherwise agreed in writing)</li> <li>• Generation of new technical data (such as well drilling and testing)</li> </ul> <p>Misuse of funds will result in termination of the business contract.</p>
<b>Reporting</b>	The IRP Manager will prepare a monthly report to the CAC and community that includes a detailed list of all communications and contacts, a progress billing statement, and a summary of any work product.
<b>Potential Conflicts for IRP Manager and IRP Experts</b>	<ul style="list-style-type: none"> <li>• Any involvement in Hinkley groundwater remediation program</li> <li>• Any involvement in litigation pertaining to the Hinkley groundwater remediation or PG&amp;E as a whole</li> <li>• Demonstrated bias against PG&amp;E, utilities and/or corporations</li> </ul>

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	<ul style="list-style-type: none"><li>• Current contractor/subcontractor for PG&amp;E</li><li>• Current contractor/subcontractor for litigant or plaintiff attorney in matters concerning PG&amp;E</li><li>• Current contractor/subcontractor for Lahontan Water Board</li></ul>
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**EXHIBIT B**

**List of Potential Panel Expert Disciplines**

**Project Engineer  
Hydrologist  
Hydrogeologist/Water Expert  
Professional Geologist  
Biologist  
Risk Assessor/Toxicologist  
Geochemist  
Professional Facilitator**

**This list may be amended upon the mutual written agreement of the Parties.**