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*Attorneys for Plaintiff People of the State of
California, ex rel. California Regional Water
Quality Control Board, Los Angeles Region*

Exempt From Filing Fees
(Gov. Code § 6103)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL CIVIL WEST

**PEOPLE OF THE STATE OF CALIFORNIA EX
REL. CALIFORNIA REGIONAL WATER
QUALITY CONTROL BOARD, LOS ANGELES
REGION,**

Plaintiff,

v.

THE CITY OF ALHAMBRA,

Defendant

Case No. BC601225
NOTICE OF ENTRY OF JUDGMENT

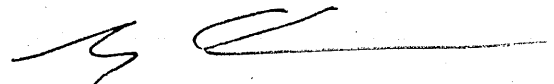
Dept: 323
Judge: Honorable Elihu M. Berle
Judgment Date: January 19, 2016

Please take notice that on January 19, 2016, the Los Angeles Superior Court signed and entered the Judgment in this case. A conformed copy of the signed and entered Consent Judgment, executed by the court, is attached hereto as Exhibit A.

1 Dated: January 29, 2016

Respectfully Submitted,

2 KAMALA D. HARRIS
3 Attorney General of California
4 GARY E. TAVETIAN
5 Supervising Deputy Attorney General

6 

7 NOAH GOLDEN-KRASNER
8 Deputy Attorney General
9 *Attorneys for Plaintiff People of the State
of California, ex rel. California Regional
Water Quality Control Board, Los Angeles
Region*

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Exhibit A

ORIGINAL

FILED
Superior Court of California
County of Los Angeles

JAN 19 2016

Sherril K. Carter, Executive Officer/Clerk
By *B. Burns Tucker*, Deputy

RECEIVED

JAN 13 2016

Dept. 323

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

**PEOPLE OF THE STATE OF
CALIFORNIA EX REL. REGIONAL
WATER QUALITY CONTROL BOARD,
LOS ANGELES REGION,**

PLAINTIFF,

v.

THE CITY OF ALHAMBRA,

DEFENDANT.

Case No. BC601225

**[PROPOSED] CONSENT JUDGMENT
PURSUANT TO STIPULATION OF THE
PARTIES; [PROPOSED] ORDER**

This consent judgment pursuant to stipulation (Consent Judgment) is entered into by Plaintiff the People of the State of California, ex rel. Regional Water Quality Control Board, Los Angeles Region (Regional Board), and Defendant the City of Alhambra (City). For purposes of this Consent Judgment, the Regional Board and the City shall be referred to collectively as the Parties.

INTRODUCTION

1 This Consent Judgment relates to the City's failure to comply with the terms of State Water
2 Resources Control Board Order No. 2006-0003-DWQ, Statewide General Waste Discharge
3 Requirements for Sanitary Sewer Systems (WDR). As set forth in the Complaint filed in this
4 matter, the Regional Board alleges that the City failed to comply with the WDR by discharging
5 pollutants, including but not limited to raw sewage, into waters of the United States and/or waters
6 of the state, in violation of Water Code sections 13263 and/or 13376, for which the Regional
7 Board or a superior court can assess civil liability pursuant to Water Code sections 13350 and/or
8 13385.

9 The Parties engaged in extended settlement negotiations prior to the initiation of litigation.
10 In these negotiations, the Regional Board was represented by the Attorney General of the State of
11 California. The City was represented by Rachel H. Richman, of Burke, Williams & Sorensen,
12 LLP.

13 The Parties have agreed to settle this matter without litigation pursuant to the terms of this
14 Consent Judgment. The Parties enter into this Consent Judgment pursuant to a compromise and
15 settlement of the allegations in the Complaint. The Parties believe that the resolution embodied
16 in this Consent Judgment is fair and reasonable and fulfills the Regional Board's enforcement
17 objectives; that its terms are appropriate in light of certain corrective efforts the City has made or
18 will make and penalties to which the City has agreed to pay; and that entry of this Consent
19 Judgment is in the best interest of the public.

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

22 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

CONSENT JUDGMENT PURSUANT TO STIPULATION

1. DEFINITIONS

25 Except where otherwise expressly defined in this Consent Judgment, all terms shall be
26 interpreted consistent with the Porter-Cologne Water Quality Control Act, Water Code sections
27 13300 et seq., including the regulations promulgated pursuant to those sections, and the Federal
28

1 Water Pollution Control Act, 33 U.S.C. sections 1251 et seq., including the regulations
2 promulgated under those sections, 40 C.F.R. 100 et seq.

3 **2. COMPLAINT AND SCOPE OF AGREEMENT**

4 The Complaint in this action alleges that the City violated Water Code sections 13263
5 and/or 13376, for which the Regional Board or a superior court can assess civil liability pursuant
6 to Water Code sections 13350 and/or 13385. This Consent Judgment resolves all allegations and
7 violations made in the Complaint in this case as well as 18 additional violations that the Parties
8 have agreed will be covered by this Consent Judgment. The total number of violations covered
9 by this Consent Judgment shall be 21 violations, all of which are listed in the table attached
10 hereto as Exhibit A.

11 **3. JURISDICTION AND VENUE**

12 The Parties agree that the Superior Court of California, County of Los Angeles, has subject
13 matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties
14 to this Consent Judgment, and that the Superior Court for the County of Los Angeles is the proper
15 venue of this action.

16 **4. PAYMENT OF CIVIL PENALTIES AND INVESTIGATION AND**
17 **ENFORCEMENT COSTS**

18 **4.1 Total Penalties**

19 On entry of this Consent Judgment, the City shall be liable for a total of two million six
20 hundred seventeen thousand and forty dollars (\$2,617,040) in civil penalties.

21 **4.2 Civil Penalty Payment**

22 Within thirty (30) days of entry of this Consent Judgment, the City shall pay a civil penalty
23 of an amount equal to the remainder of seven hundred ninety-five thousand dollars (\$795,000)
24 less the cost to the City of an asset management software system acceptable to the Regional
25 Board, such cost not to exceed seventy thousand nine-hundred fourteen dollars and sixty-six cents
26 (\$70,914.66) with a check payable to the State Water Pollution Cleanup and Abatement Account.
27 If the City fails to make payment of this amount within thirty (30) days, the City shall pay a
28 stipulated penalty of one thousand dollars (\$1,000) for each day payment is overdue.

1 The City shall reference this case number on these payments and submit them to the State
2 Water Resources Control Board addressed to:

3 Accounting Office
4 Attn: Enforcement Payment
5 State Water Resources Control Board
6 P.O. Box 1888
7 Sacramento, CA 95812-1888

8 The City shall provide copies of these payments to:

9 Regional Water Quality Control Board, Los Angeles Region
10 320 West Fourth Street, Suite 200
11 Los Angeles, California 90013
12 Attention: Hugh Marley

13 **4.3 Suspended Penalties**

14 The remaining civil penalties in the amount of one million eight-hundred twenty-two
15 thousand and forty dollars (\$1,822,040) shall be suspended. These suspended penalties
16 (Suspended Civil Liability) shall be deemed satisfied once the City completes all obligations
17 pursuant to sections 5, 6, 7 and 10 below.

18 **4.3a Reductions in Suspended Civil Liability**

19 Notwithstanding section 4.3 above, the City shall receive a reduction in the amount of the
20 Suspended Civil Liability as follows. When the City completes all projects listed in Exhibit B
21 pursuant to section 5 below, four hundred fifty-five thousand, five hundred ten dollars (\$455,510)
22 of the Suspended Civil Liability shall be removed from the total suspended obligation. When the
23 City completes all projects listed in Exhibit C pursuant to section 6 below, an additional four
24 hundred fifty-five thousand, five hundred ten dollars (\$455,510) of the Suspended Civil Liability
25 shall be removed from the total suspended obligation. When the City completes all projects listed
26 in Exhibit D and rated as "severe" pursuant to section 7.1 below, an additional four hundred fifty-
27 five thousand, five hundred ten dollars (\$455,510) of the Suspended Civil Liability shall be
28 removed from the total suspended obligation. When the City completes all projects listed in
Exhibit D and rated as "major" pursuant to section 7.2 below, an additional two hundred twenty-

1 seven thousand, seven hundred fifty-five dollars (\$227,755) of the Suspended Civil Liability shall
2 be removed from the total suspended obligation. Finally, when the City completes a video
3 analysis of its sanitary sewer system pursuant to section 10 below, an additional two hundred
4 twenty-seven thousand, seven hundred fifty-five dollars (\$227,755) of the Suspended Civil
5 Liability shall be removed from the total suspended obligation. Once all obligations pursuant to
6 sections 5, 6, 7 and 10 below have been completed and accepted by the Regional Board, then the
7 entire Suspended Civil Liability shall be deemed fulfilled and removed from any suspended
8 obligations under this Consent Judgment.

9 **4.4 Disputes Pertaining to Payment of Penalties**

10 Should any disagreement arise pertaining to the City's failure to pay civil penalties, the
11 Regional Board may enforce these provisions by using the procedures set forth in section 16
12 below. If the Regional Board believes that the City has failed to complete any portion of the
13 obligations pursuant to sections 5, 6, 7 and 10 of this Consent Judgment, the Regional Board may
14 seek to lift the suspension of any Suspended Civil Liability amount as defined in section 4.3 of
15 this Consent Judgment by using the procedures set forth in section 16 below, taking into account
16 any credits that are due to the City pursuant to section 4.3a above.

17 **5. GRAVITY SYSTEM CAPITAL IMPROVEMENTS**

18 The Parties have created a list of capital improvements for the City's gravity sewer system
19 (Gravity System Capital Improvements). That list is attached hereto as Exhibit B. The City shall
20 complete the repairs of all the Gravity System Capital Improvements projects listed in Exhibit B
21 by December 31, 2020. If the City fails to complete any part of the Gravity System Capital
22 Improvements by December 31, 2020, the City shall pay the appropriate Suspended Civil
23 Liability amount as specified in sections 4.3 and 4.3a above.

24 **6. LIFT STATION REPLACEMENT AND REHABILITATION PROJECTS**

25 The Parties have created a list of lift station replacement and rehabilitation projects for the
26 City's sewer system (Lift Station Replacement and Rehabilitation Projects). That list is attached
27 hereto as Exhibit C. The City shall complete the repairs of all the Lift Station Replacement and
28

1 Rehabilitation Projects listed in Exhibit C by December 31, 2020. If the City fails to complete
2 any part of the Lift Station Replacement and Rehabilitation Projects by December 31, 2020, the
3 City shall pay the appropriate Suspended Civil Liability amount as specified in sections 4.3 and
4 4.3a above.

5 **7. CONDITION INSPECTION SUMMARY TABLE**

6 The Parties have created a list of sewer main repair projects for the City's sewer system
7 (Condition Inspection Report Summary Table). Each repair project on the list is given a separate
8 priority rating, "severe" or "major." That Condition Inspection Summary Table list is attached
9 hereto as Exhibit D.

10 **7.1. Projects Rated As Severe**

11 The City shall complete the repairs of all the repair projects in the Condition Inspection
12 Summary Table with the priority rating of "severe" within three (3) years of entry of this
13 judgment. If the City fails to complete any projects on the Condition Inspection Summary Table
14 with the priority rating of "severe" within three (3) years of entry of this judgment, the City shall
15 pay the appropriate Suspended Civil Liability amount as specified in sections 4.3 and 4.3a above.

16 **7.2. Projects Rated As Major**

17 The City shall complete the repairs of all the repair projects in the Condition Inspection
18 Summary Table with the priority rating of "major" within ten (10) years of entry of this
19 judgment. If the City fails to complete any projects on the Condition Inspection Summary Table
20 with the priority rating of "major" within ten (10) years of entry of this judgment, the City shall
21 pay the appropriate Suspended Civil Liability amount as specified in sections 4.3 and 4.3a above.

22 **7.3 Submittal of Quarterly Reports**

23 The City shall submit quarterly reports, on a form agreed to by the parties, to the Regional
24 Board with the most up-to-date information on the progress the City is making on the Gravity
25 System Capital Improvements, the Lift Station Replacement and Rehabilitation Projects and the
26 "severe" and "major" projects listed on the Condition Inspection Report Summary Table. The
27 quarterly reports shall also include the most up to date information on the City's video inspection
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1 and analyses completed pursuant to section 10 below. In addition, the quarterly report shall
2 include the most up to date information on the continued implementation of the City's root control
3 program, fats, oils and grease (FOG) control program, and hot spot program pursuant to sections
4 11, 12 and 13 below. These quarterly reports shall be due on February 1, May 1, August 1, and
5 November 1 of each year. If the City fails to submit the quarterly reports to the Regional Board,
6 then the City shall pay a stipulated penalty of \$1,000 per day that any quarterly reports are
7 overdue.

8 **7.4 Reports on Completed Projects**

9 In addition, when the City has completed all its work on the Gravity System Capital
10 Improvements, the Lift Station Replacement and Rehabilitation Projects, or the "severe" and
11 "major" projects listed on the Condition Inspection Report Summary Table, it shall submit a
12 report to the Regional Board that shall state what work has been completed (Completion Report).
13 The Regional Board shall have 90 days to review any Completion Report. If the Regional Board
14 finds that any of the work listed in the Completion Report is incomplete, or any work required by
15 this judgment to be in the Completion Report is incomplete, then the Regional Board shall inform
16 the City within those 90 days and shall meet and confer regarding what work is outstanding. The
17 City shall not be required to pay any Suspended Civil Liability amount during the 90 days that the
18 Regional Board is reviewing the Final Report. If a dispute regarding whether or not the City has
19 completed its Capital Improvement Program remains following the meet and confer, then the
20 Regional Board shall seek any Suspended Civil Liability pursuant to the procedures set forth in
21 section 16 of this Consent Judgment.

22 **8. ASSET MANAGEMENT SOFTWARE PROGRAM**

23 As an enhanced compliance project, the City shall acquire a subscription to, and enter into
24 an agreement for, an asset management software program for its sewer system within 120 days of
25 entry of this Consent Judgment (Enhanced Compliance Project). It is the Regional Board's
26 understanding that the City has purchased a GIS based asset management software from Spatial
27 Wave, Inc. If the City fails to complete its Enhanced Compliance Project within 120 days of
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1 entry of this Consent Judgment, the City shall pay a stipulated penalty of \$1,000 per day that the
2 Enhanced Compliance Project is incomplete.

3 **9. FLOW AND CAPACITY STUDY**

4 The City shall complete a System Flow Monitoring and Capacity Analysis, which shall
5 include flow monitoring during one rainy season following completion of the projects identified
6 in sections 5 and 6 above. If the City does not complete this study within 9 years of entry of
7 Judgment, then the City shall pay a stipulated penalty of \$1,000 per day that the study is
8 incomplete.

9 **10. VIDEO ANALYSIS OF THE SEWER SYSTEM**

10 The City shall complete a video analysis of its sanitary sewer system every five (5) years
11 during the entire length of this judgment, starting six (6) months from entry of this judgment
12 (Subsequent Video Analysis). If the City fails to complete the Subsequent Video Analysis in the
13 time stated, then the City shall pay \$1,000 per day until the analysis is complete.

14 **10.1. Routine Maintenance**

15 The City shall complete flushing and hydrojetting to clear blockages and roots and remove
16 grease buildup (hereinafter "Routine Maintenance") discovered by the Subsequent Video
17 Analysis of its sanitary sewer system within 15 days from the determination that such Routine
18 Maintenance is necessary. If the City fails to complete the Routine Maintenance discovered by
19 the Subsequent Video Analysis of its sanitary sewer system within 15 days from the
20 determination that such repairs are necessary, then the City shall pay a stipulated penalty of
21 \$1,000 for every day that the repairs remain incomplete.

22 **10.2. Main Sewer Lines Designated In "Severe" Repair Condition After
23 Subsequent Video Analysis**

24 Any City sewer mains that are detected as being in need of repair on any Subsequent
25 Video Analysis of the sanitary sewer system and designated and prioritized as "severe" in the
26 same manner as in the Condition Inspection Summary Table attached as Exhibit D hereto, that
27 were not previously identified, shall be completed within 3 years from entry of this Consent
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1 Judgment, or within 1 year of detection, whichever is later. If the City fails to complete any
2 sewer mains that are detected as being in need of repair on any Subsequent Video Analysis of the
3 sanitary sewer system and designated and prioritized as "severe" as stated in this subsection, the
4 City shall pay the appropriate Suspended Civil Liability amount as specified in sections 4.3 and
5 4.3a above.

6 **10.3. Main Sewer Lines Designated In "Major" Repair Condition After Subsequent**
7 **Video Analysis**

8 Any City sewer mains that are detected as being in need of repair on any Subsequent
9 Video Analysis of the sanitary sewer system and designated and prioritized as "major" in the
10 same manner as in the Condition Inspection Summary Table attached as Exhibit D hereto, that
11 were not previously identified, shall be completed within 7 years from entry of this Consent
12 Judgment, or within 2 year of detection, whichever is later. If the City fails to complete any
13 sewer mains that are detected as being in need of repair on any Subsequent Video Analysis of the
14 sanitary sewer system and designated and prioritized as "major" as stated in this subsection, the
15 City shall pay the appropriate Suspended Civil Liability amount as specified in sections 4.3 and
16 4.3a above.

17 **10.4. Modification of Subsequent Video Analysis Repairs**

18 If the City determines that it cannot meet the schedule for the repairs discovered in any
19 Subsequent Video Analysis, then it may meet and confer with the Regional Board and attempt to
20 modify the schedule. If the parties are then unable to resolve any disputes, the City may bring a
21 noticed motion seeking judicial relief or modification of the schedule. Any change in the timing
22 of these repairs will not affect the City's obligations under sections 5, 6 and 7 of this agreement.
23 If the City fails to comply with this term of the agreement, the Regional Board may seek the
24 suspended civil penalty by noticed motion as described in section 16 of this Consent Judgment,
25 including any necessary meet and confer.

26 **11. FATS OILS AND GREASE CONTROL PROGRAM**

27 The City shall continue to implement its FOG control program, attached hereto as Exhibit
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1 E. If the City fails to continue the implementation of its FOG control program after 45 days of
2 entry of this Consent Judgment, then the City shall pay a stipulated penalty of \$1,000 for every
3 day that it fails to continue to implement the program.

4 **12. HOT SPOTS**

5 The City shall inspect locations in its sanitary sewer system known to the City to require
6 more frequent attention due to historic performance issues (Hot Spots) every 90 days and
7 complete all required Routine Maintenance within 15 days of determining that any Routine
8 Maintenance is necessary. If the City fails to inspect its known Hot Spots every 90 days or fails
9 to complete all required Routine Maintenance at its Hot Spots within 15 days of determining that
10 any Routine Maintenance is necessary, then the City shall pay a stipulated penalty of \$1,000 for
11 every day that the Hot Spots are not inspected and \$1,000 for every day that the required Routine
12 Maintenance is not complete.

13 **13. ROOT CONTROL PROGRAM**

14 The City shall continue to implement its root control program, attached hereto as Exhibit F.
15 If the City fails to continue the implementation of its root control program after 45 days of entry
16 of this Consent Judgment, then the City shall pay a stipulated penalty of \$1,000 for every day that
17 it fails to continue to implement the program.

18 **14. STAFF TRAINING**

19 The City shall make its best efforts to train and certify its staff through the California Water
20 Environment Association in collection system maintenance. All new hires in the sewer
21 maintenance crew shall be required to receive such certification and training, provided it does not
22 interfere with their Union contracts.

23 **15. FORCE MAJEURE**

24 **15.1.** Any event (which may include an act or an omission) that is beyond the City's
25 control and that prevents the City from timely performing any obligation under this Consent
26 Judgment, despite the City's reasonable best efforts, is a "Force Majeure" event. Force Majeure
27 does not include the City's financial inability to fund or complete the obligation or circumstances
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1 that the City could have avoided if it had complied with preventative requirements imposed by
2 law, regulation or ordinance.

3 **15.2.** If any Force Majeure event occurs that may prevent or delay the City's
4 performance of any obligation under this Consent Judgment, within ten (10) business days of
5 when the City first receives reasonable notice of the event, it shall provide to the Regional Board
6 a written explanation and description of the event; the anticipated duration of any delay; all
7 actions the City has taken or will take to prevent or minimize the delay or other noncompliance
8 and a schedule of such actions; and the rationale for categorizing the event as a Force Majeure. In
9 addition, the City shall provide all available non-privileged, material, factual documentation
10 supporting a Force Majeure claim.

11 **15.3.** Within fourteen (14) days of receiving the notice set forth in section 15.2, the
12 Regional Board shall notify the City in writing whether it agrees with its assertion of Force
13 Majeure. If the Regional Board agrees that the prevention of performance or anticipated
14 prevention of performance or delay or anticipated delay is attributable to Force Majeure, the
15 City's performance will be excused to such degree as the Regional Board and the City agree, or
16 the time for performance of its obligations under this Consent Judgment that are affected by Force
17 Majeure will be excused to such degree, or extended for such time, as the Regional Board and the
18 City agree is necessary to complete those obligations.

19 **15.4.** If the City and the Regional Board disagree about the existence or effect of Force
20 Majeure, either the City or the Regional Board may petition the Court to resolve the dispute. If
21 either the City or the Regional Board petitions the Court to resolve the Force Majeure dispute, it
22 will neither preclude nor prejudice the Regional Board from bringing a motion to enforce the
23 Consent Judgment as provided in this Consent Judgment, nor will it preclude nor prejudice the
24 City's ability to oppose such a motion. Alternatively, the City may raise Force Majeure as a
25 defense to a motion to enforce. In all instances, the City shall have the burden of proof to
26 demonstrate Force Majeure.

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16. ENFORCEMENT AND PENALTIES

16.1. Procedure

The Regional Board may move this Court to enforce any provision of this Consent Judgment and to award other appropriate relief, including penalties for violations of sections 4 through 13 above, by serving and filing a regularly noticed motion in accordance with Code of Civil Procedure section 1005 (Enforcement Motion). The City may file an opposition, and the Regional Board may file a reply, both also in accordance 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 City 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 City must take to remedy that non-compliance.

17. PUBLIC COMMENT

The Parties agree and acknowledge that the Regional Board’s final approval of this Consent Judgment is subject to the requirements of notice and comment pursuant to federal and state requirements. Section 123.27(d)(2) of Title 40, Code of Federal Regulations, provides that notice of the proposed settlement be given to the public and that the public shall have at least thirty (30) days after the notice to submit comments on the proposal. The Regional Board will publish notice on the Regional Board website after the Consent Judgment is lodged with the Court. The Regional Board reserves the right to withdraw or withhold its consent, prior to entry of the Consent Judgment, if the comments received disclose information or considerations that indicate that the Consent Judgment is inappropriate, improper, or inadequate. The City agrees not to withdraw from, oppose entry of, or to challenge any provision of this Consent Judgment, unless the Regional Board notifies the City in writing that it no longer supports entry of this Consent Judgment.

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18. NOTICE

All submissions and notices required by this Consent Judgment shall be sent to:

For the Regional Board:

Hugh Marley
Los Angeles Regional Water Quality Control Board
320 West Fourth Street, Suite 200
Los Angeles, California 90013

Noah Golden-Krasner
Deputy Attorney General
Office of the Attorney General
300 South Spring Street, Ste 1702
Los Angeles, California 90013

For the City:

City Manager
City of Alhambra
Alhambra City Hall
111 South First Street
Alhambra, CA 91801

Joseph M. Montes, City Attorney
City of Alhambra
444 South Flower Street, Suite 2400
Los Angeles, CA 90071-2953

Any Party may change its notice name and address by informing the other Party in writing, but no change is effective until it is received by the other Party. 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.

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1 **19. CONSENT TO INSPECTION OF FACILITIES AND DOCUMENTS**

2 **19.1. Documents**

3 On reasonable notice, the City shall permit any duly authorized representative of the
4 Regional Board to inspect and copy any documents in the City's possession that relate to this
5 Consent Judgment, to determine whether the City is in compliance with the terms of this Consent
6 Judgment. Nothing in this section is intended to require access to or production of any documents
7 that are protected by the attorney-client privilege, attorney work product doctrine or any other
8 applicable privilege afforded to the City under law.

9 **19.2. Facilities**

10 On reasonable notice, the City shall permit any duly authorized representative of the
11 Regional Board to inspect its sewer system facilities including, but not limited to, sewer mains,
12 manholes, Hot Spots, Routine Maintenance areas, and any other City facility involved in this
13 Consent Judgment

14 **20. NECESSITY FOR WRITTEN APPROVALS**

15 All approvals and decisions of the Regional Board under the terms of this Consent
16 Judgment shall be communicated to the City in writing. No oral advice, guidance, suggestions or
17 comments by employees or officials of the Regional Board regarding submissions or notices shall
18 be construed to relieve the City of its obligation to obtain any final written approval required by
19 this Consent Judgment.

20 **21. EFFECT OF JUDGMENT**

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

25 **22. LIABILITY OF REGIONAL BOARD**

26 The Regional Board shall not be liable for any injury or damage to persons or property
27 resulting from acts or omissions by the City, its directors, officers, employees, agents,
28

1 representatives or contractors in carrying out activities pursuant to this Consent Judgment, nor
2 shall the Regional Board be held as a party to or guarantor of any contract entered into by the
3 City, its directors, officers, employees, agents, representatives or contractors, in carrying out the
4 requirements of this Consent Judgment.

5 **23. NO WAIVER OF RIGHT TO ENFORCE**

6 The failure of the Regional Board to enforce any provision of this Consent Judgment shall
7 neither be deemed a waiver of such provision nor in any way affect the validity of this Consent
8 Judgment. The failure of the Regional Board to enforce any such provision shall not preclude it
9 from later enforcing the same or any other provision of this Consent Judgment. No oral advice,
10 guidance, suggestions or comments by employees or officials of any Party regarding matters
11 covered in this Consent Judgment shall be construed to relieve any Party of its obligations under
12 this Consent Judgment.

13 **24. FUTURE REGULATORY CHANGES**

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

16 **25. APPLICATION OF CONSENT JUDGMENT**

17 Upon entry, this Consent Judgment shall apply to and be binding upon the Regional Board
18 and the City, and their employees, agents, successors, and assigns.

19 **26. AUTHORITY TO ENTER CONSENT JUDGMENT**

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

23 **27. RETENTION OF JURISDICTION**

24 **27.1** The Parties agree that this Court has exclusive jurisdiction to interpret and enforce
25 the Consent Judgment. The Court shall retain continuing jurisdiction to enforce the terms of this
26 Consent Judgment and to address any other matters arising out of or regarding this Consent
27 Judgment. The Parties shall meet and confer prior to the filing of any motion relating to this
28

1 Consent Judgment, including any Enforcement Motion pursuant to section 16 above, and shall
2 negotiate in good faith in an effort to resolve any dispute without judicial intervention.

3 **27.2** This Consent Judgment shall go into effect immediately upon entry thereof. Entry
4 is authorized by Stipulation of the Parties upon filing.

5 **28. PAYMENT OF LITIGATION EXPENSES AND FEES**

6 The City shall pay its own attorney fees and costs and all other costs of litigation and
7 investigation incurred to date.

8 **29. INTERPRETATION**

9 This Consent Judgment was drafted equally by all Parties. The Parties agree that the rule of
10 construction holding that ambiguity is construed against the drafting Party shall not apply to the
11 interpretation of this Consent Judgment.

12 **30. COUNTERPART AND FACSIMILE SIGNATURES**

13 This Consent Judgment may be executed by the Parties in counterparts, by Portable
14 Document Format (PDF), and facsimiles, each of which shall be deemed an original, and all of
15 which, when taken together, shall constitute one and the same document.

16 **31. INTEGRATION**

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

19 **32. MODIFICATION OF CONSENT JUDGMENT**

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

22 **33. TERMINATION OF CONSENT JUDGMENT**

23 This Consent Judgment will expire and be of no further effect after the City has completed
24 all work contemplated by sections 4, 5, 6, 7, 9 and 10, the Regional Board has agreed that such
25 work is complete, and the City has paid all penalties as required by this Consent Judgment.

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34. FINAL JUDGMENT

Upon approval and entry of this Consent Judgment by the Court, this Consent Judgment shall constitute a Final Judgment by the Court as to the Parties.

SO STIPULATED.

FOR DEFENDANT CITY OF ALHAMBRA:

Dated: September 23, 2015

By: Mary Swink
Mary Swink
City Manager
City of Alhambra

APPROVED AS TO FORM:

Dated: September 23, 2015

By: Rachel H. Richman
Rachel H. Richman
Burke, Williams & Sorensen, LLP

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FOR PLAINTIFF PEOPLE OF THE STATE OF CALIFORNIA EX REL. THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION:

Dated: October 1, 2015

By: Samuel Unger
Samuel Unger, P.E.
Executive Officer
California Regional Water Quality
Control Board, Los Angeles Region

APPROVED AS TO FORM:

Dated: October 6, 2015

KAMALA D. HARRIS
Attorney General of the State of California
GARY E. TAVETIAN,
Supervising Deputy Attorney General
NOAH GOLDEN-KRASNER,
Deputy Attorney General

By: Noah Golden-Krasner
Noah Golden-Krasner
Deputy Attorney General
Attorney for Plaintiff
Regional Water Quality Control
Board, Los Angeles Region

IT IS HEREBY ORDERED:

Entered this 19th day of January, 2015.

[Signature]
Judge of the Superior Court of Los Angeles County

EXHIBIT A

Exhibit A
City of Alhambra
Sanitary Sewer Overflows

CIWQS Event ID	SSO Category	Start Date	SSO Address	Impacted Surface Water	SSO Volume (gallons)
791863	Category 1	03/01/97-08/22/12	Granada Park Pool 2000 Hellman Avenue	Laguna Wash	6,084,529
797382	Category 1	07/26/13	1700 Westmont Drive	Los Angeles River	14,795
793166	Category 1	04/01/13	Mission and Monterey Street	Rio Hondo	2,808
772308	Category 1	10/20/11	300 Mission Road	Los Angeles River	138,000
764631	Category 1	03/21/11	1700 Westmont Drive	Los Angeles River	6,750
762794	Category 1	02/08/11	Shorb Street	Los Angeles River	50
757966	Category 2	10/17/10	Charnwood Avenue	None	15
750152	Category 1	03/02/10	913 Clay Court	Los Angeles River	50
747185	Category 1	11/28/09	3220 Balzac Street	Los Angeles River	900
731775	Category 1	01/09/09	613 Marguerita Avenue	Alhambra Wash	200
725305	Category 1	08/26/08	1717 Westmont Drive	Los Angeles River	900
715029	Category 2	03/17/08	708 Curtis Avenue	None	150
712499	Category 1	02/03/08	3220 Balzac Street	Los Angeles River	55,000
706912	Category 1	10/27/07	321 Orange Grove Avenue	Los Angeles River	430
705615	Category 2	10/17/07	708 Westboro Avenue	None	9
704827	Category 1	10/06/07	1204 Sarazen Drive	Alhambra Wash	450
657677	Category 2	09/15/07	1204 Sarazen Drive	None	60
657670	Category 1	09/16/07	1204 Sarazen Drive	Alhambra Wash	2,400
652989	Category 1	06/25/07	1145 New Avenue	Alhambra Wash	400
649864	Category 2	04/26/07	816 Almansor Street	None	15
645177	Category 1	01/04/07	1810 Orange Grove Avenue	Los Angeles River	225
				Total =	6,308,136 gals.

EXHIBIT B

Exhibit B
Gravity System Capital Improvements

Number	Location	Pipe Length (ft)	Due Date
1	Valley Blvd / Almanson St	3,257	03/31/16
2	Valley Blvd	2,652	12/31/17
3	Glendon Wy / 5th St / Norwood Pl / Garfield Ave	3,914	12/31/18
4	Chapel Ave	10	12/31/19
5	Main St	1,858	12/31/19
6	Marguerita Ave	1,821	12/31/20
7	Almanson St	65	12/31/20

EXHIBIT C

Exhibit C
Lift Station Replacement and Rehabilitation

Number	Facility	Description	Due Date
1	Sewer Plant No. 3	Replace with submersible lift station, replace force main	12/31/16
2	Sewer Plant No. 2	Replace with new wet well-dry well station, replace force main	06/30/17
3	Sewer Plant No. 7	Replace with new wet well-dry well station, replace force main	12/31/17
4	Sewer Plant No. 4	Replace with new wet well-dry well station, replace force main	03/31/19
5	Stony Park Lift Station	Replace with new submersible lift station, replace force main	12/31/19
6	Sewer Plant No. 8	Upgrade electrical and control system, replace force main	12/31/20

EXHIBIT D

Exhibit D
Condition Inspection Summary Table

CIP Number	Street Name	Pipe	Priority	Due Date
36	Commonwealth Ave	B6252	Severe	3 Years from entry of Judgment
39	Fremont Ave	D4160	Severe	3 Years from entry of Judgment
47	Raymond Ave	C4178	Severe	3 Years from entry of Judgment
49	Glenaven Ave	C3190	Severe	3 Years from entry of Judgment
50	Essexfells Dr	D4083	Severe	3 Years from entry of Judgment
52	Ross Ave	C4188	Severe	3 Years from entry of Judgment
54	Ross Ave	C4201	Severe	3 Years from entry of Judgment
56	Ross Ave	C4150	Severe	3 Years from entry of Judgment
58	Ross Ave	C4176	Severe	3 Years from entry of Judgment
37	Marengo Ave	C4005	Severe	3 Years from entry of Judgment
41	Valencia St	C6071	Severe	3 Years from entry of Judgment
42	Easement	D3119	Severe	3 Years from entry of Judgment
53	Cypress Ave	B4213	Severe	3 Years from entry of Judgment
55	Cypress Ave	B4147	Severe	3 Years from entry of Judgment
60	Ross Ave	C4163	Severe	3 Years from entry of Judgment
31	Hampden Ter	C3087	Severe	3 Years from entry of Judgment
43	Almansor St	B6163	Severe	3 Years from entry of Judgment
44	Hampden Ter	B3124	Severe	3 Years from entry of Judgment
51	Vega St	C7032	Severe	3 Years from entry of Judgment
38	Almansor St	C6193	Severe	3 Years from entry of Judgment
61	Meridian Ave	C3069	Major	10 Years from entry of Judgment
62	Birch St	B4123	Major	10 Years from entry of Judgment
63	Alley	B3075	Major	10 Years from entry of Judgment
64	Winchester Ave	B3100	Major	10 Years from entry of Judgment
65	Monterey St	C6154	Major	10 Years from entry of Judgment
66	Dos Robles Pl	B4011	Major	10 Years from entry of Judgment

CIP Number	Street Name	Pipe	Priority	Due Date
67	Sixth St	B5238	Major	10 Years from entry of Judgment
68	Westmont Dr	B3080	Major	10 Years from entry of Judgment
69	Ramona Rd	C4227	Major	10 Years from entry of Judgment
70	Granada Ave	C6254	Major	10 Years from entry of Judgment
71	Norwood Pl	C5123	Major	10 Years from entry of Judgment
72	Almansor St	B6076	Major	10 Years from entry of Judgment
73	Glen View Dr	C3150	Major	10 Years from entry of Judgment
74	Olive Ave	B5188	Major	10 Years from entry of Judgment
75	Electric Ave	B4160	Major	10 Years from entry of Judgment
76	Palatine Dr	B3156	Major	10 Years from entry of Judgment
77	Midwickhill Dr	D4020	Major	10 Years from entry of Judgment
78	Poplar Blvd	B3119	Major	10 Years from entry of Judgment
79	Second St	B5018	Major	10 Years from entry of Judgment
80	Stoneman Ave	A5027	Major	10 Years from entry of Judgment
81	Atlantic Blvd	B5166	Major	10 Years from entry of Judgment
82	Montezuma Ave	D4141	Major	10 Years from entry of Judgment
83	Palm Ave	B4105	Major	10 Years from entry of Judgment
84	First St	B5230	Major	10 Years from entry of Judgment
85	Cherry Ln	C4046	Major	10 Years from entry of Judgment
86	Park Acres Rd	C4309	Major	10 Years from entry of Judgment
87	Palatine Dr	B3148	Major	10 Years from entry of Judgment
88	Whitney Dr	D4082	Major	10 Years from entry of Judgment
89	San Pasqual Dr	B6105	Major	10 Years from entry of Judgment
90	Waverly Dr	B3189	Major	10 Years from entry of Judgment
91	Norwood Pl	C6218	Major	10 Years from entry of Judgment
92	Mission Rd	C4006	Major	10 Years from entry of Judgment
93	Palatine Dr	B3147	Major	10 Years from entry of Judgment
94	Westminster Ave	C3058	Major	10 Years from entry of Judgment
95	Stoneman Ave	C6143	Major	10 Years from entry of Judgment

CIP Number	Street Name	Pipe	Priority	Due Date
96	Hampden Ter	B3085	Major	10 Years from entry of Judgment
97	Midwickhill Dr	D4012	Major	10 Years from entry of Judgment
98	Elm St	B4014	Major	10 Years from entry of Judgment
99	Raymond Ave	B4219	Major	10 Years from entry of Judgment
100	Fremont Ave	C3075A	Major	10 Years from entry of Judgment
101	Hitchcock Dr	D4035	Major	10 Years from entry of Judgment
102	Olive Ave	C5277	Major	10 Years from entry of Judgment
103	Edgewood Dr	C4147	Major	10 Years from entry of Judgment
104	Almanson St	C6012	Major	10 Years from entry of Judgment
105	Almanson St	B6166	Major	10 Years from entry of Judgment
106	Palm Ave	B4233	Major	10 Years from entry of Judgment
107	San Marino Ave	C6047	Major	10 Years from entry of Judgment
108	Ross Ave	C3238	Major	10 Years from entry of Judgment
109	Glenridge Ave	B3140	Major	10 Years from entry of Judgment
110	Hellman Ave	C5151	Major	10 Years from entry of Judgment
111	Third St	C5242	Major	10 Years from entry of Judgment
112	Curtis Ave	C5100	Major	10 Years from entry of Judgment
113	Sierra Vista Ave	C6166	Major	10 Years from entry of Judgment
114	Bushnell Ave	B4049	Major	10 Years from entry of Judgment
115	Hellman Ave	C4237	Major	10 Years from entry of Judgment
116	Adams Ave	C5010	Major	10 Years from entry of Judgment
117	Almanson St	B6165	Major	10 Years from entry of Judgment
118	Westminster Ave	C3060	Major	10 Years from entry of Judgment
119	Shorb St	C6074	Major	10 Years from entry of Judgment
120	Grand View Dr	C3172	Major	10 Years from entry of Judgment
121	Ethel Ave	C4189	Major	10 Years from entry of Judgment
122	Almanson St	C6130	Major	10 Years from entry of Judgment
123	Mission Rd	B6102	Major	10 Years from entry of Judgment
124	Date Ave	C4151	Major	10 Years from entry of Judgment

CIP Number	Street Name	Pipe	Priority	Due Date
125	Sarazen Dr	D4166	Major	10 Years from entry of Judgment
126	Almansor St	A5079	Major	10 Years from entry of Judgment
127	Easement	B6032	Major	10 Years from entry of Judgment
128	Roark Dr	D4026	Major	10 Years from entry of Judgment
129	Whitney Dr	D4101	Major	10 Years from entry of Judgment
130	Whitney Dr	D4100	Major	10 Years from entry of Judgment
131	Westboro Ave	C3025	Major	10 Years from entry of Judgment
132	Alley	D3102	Major	10 Years from entry of Judgment
133	Main St	B4134	Major	10 Years from entry of Judgment
134	Hathaway Ave	D5005	Major	10 Years from entry of Judgment
135	Jurich Pl	D3039	Major	10 Years from entry of Judgment
136	Balzac St	D3063	Major	10 Years from entry of Judgment
137	Easement	C3165	Major	10 Years from entry of Judgment
138	Ninth St	C5149	Major	10 Years from entry of Judgment
139	Second St	C6116A	Major	10 Years from entry of Judgment
140	Azalea Dr	C7069	Major	10 Years from entry of Judgment
141	Hellman Ave	C4234	Major	10 Years from entry of Judgment
142	Hellman Ave	C4242	Major	10 Years from entry of Judgment
143	Olive Ave	C5279	Major	10 Years from entry of Judgment
144	Edgewood Dr	C4143	Major	10 Years from entry of Judgment
145	Campbell Ave	C4091	Major	10 Years from entry of Judgment
146	Sierra Vista Ave	C6163	Major	10 Years from entry of Judgment
147	Stoneman Ave	C6139	Major	10 Years from entry of Judgment
148	Marengo Ave	C4080	Major	10 Years from entry of Judgment
149	Marengo Ave	C4081	Major	10 Years from entry of Judgment
150	Marengo Ave	C4082	Major	10 Years from entry of Judgment
151	Campbell Ave	C4090	Major	10 Years from entry of Judgment
152	Campbell Ave	C4092	Major	10 Years from entry of Judgment
153	Marengo Ave	C4079	Major	10 Years from entry of Judgment

CIP Number	Street Name	Pipe	Priority	Due Date
154	Campbell Ave	C4249	Major	10 Years from entry of Judgment
155	Hellman Ave	C4238	Major	10 Years from entry of Judgment
156	Hellman Ave	C4240	Major	10 Years from entry of Judgment
157	Seventh St	C5181	Major	10 Years from entry of Judgment
158	Balzac St	D3064	Major	10 Years from entry of Judgment
159	Stoneman Ave	C6144	Major	10 Years from entry of Judgment
160	Waverly Dr	B3191	Major	10 Years from entry of Judgment
161	Ethel Ave	C4193	Major	10 Years from entry of Judgment
162	Seventh St	C5180	Major	10 Years from entry of Judgment
163	Ross Ave	C4259	Major	10 Years from entry of Judgment
164	Glendon Way	C5137	Major	10 Years from entry of Judgment
165	Westmont Dr	D3040	Major	10 Years from entry of Judgment
166	Glendon Wy	C4257	Major	10 Years from entry of Judgment
167	Winthrop Dr	C3011	Major	10 Years from entry of Judgment
168	Front St	C3053	Major	10 Years from entry of Judgment
169	Fifth St	C5212	Major	10 Years from entry of Judgment
170	Fifth St	C5213	Major	10 Years from entry of Judgment
171	Fourth St	C5226	Major	10 Years from entry of Judgment
172	Sixth St	C5197	Major	10 Years from entry of Judgment
173	Sherwood Ave	B3205	Major	10 Years from entry of Judgment
174	Norwood Ave	C5126	Major	10 Years from entry of Judgment
175	Hellman Ave	C3258	Major	10 Years from entry of Judgment
176	Seventh St	C5179	Major	10 Years from entry of Judgment
177	Olive Ave	C5281	Major	10 Years from entry of Judgment

EXHIBIT E

SECTION VII: FATS, OILS, AND GREASE (FOG) CONTROL PROGRAM

General Waste Discharge Requirements for the Fats, Oils and Grease Control section of the SSMP state the City shall evaluate its service area to determine whether a FOG control program is needed. If an Enrollee determines that a FOG program is not needed, the City must provide justification for why it is not needed. If FOG is found to be a problem, the Enrollee must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following as appropriate:

- (a) An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG.*
- (b) A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;*
- (c) The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG;*
- (d) Requirements to install grease removal devices (such as traps or interceptors), design standards for removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;*
- (e) Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance;*
- (f) An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and*
- (g) Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified in (f) above.*

What is FOG?

FOG refers to Fats, Oils and Grease from food preparation and kitchen cleanup and can be found in the following things:

- Meat Fats
- Food Scraps
- Lard/Shortening
- Baking goods
- Butter/Margarine
- Cooking Oil
- Sauces
- Dairy Products

Overview

Food Service Establishments (FSEs) must constantly manage FOG in their daily operation. Typically FOG enters a facility's plumbing system from dish washing, floor cleaning and equipment sanitation. Sanitary sewer systems are neither designed nor equipped to handle FOG that accumulates on the interior of the City's sewer collection system.

Residential households contribute to FOG build-up in the sewer lines because of the amount of grease washed into the sewer system, usually through the kitchen sink. Many Alhambra residents are not aware of the proper disposal of grease or the impacts of grease disposal into the sewer system.

FOG in wastewater can cause problems in sewer collection pipes. It decreases pipe capacity; therefore, requiring piping systems to be cleaned more often which raises total operation costs. FOG also hampers effective treatment at the wastewater treatment plant.

Goals for the FOG Program

The primary goal of the FOG Program is to minimize the discharge of FOG into the sanitary sewer system generated by commercial, residential and institutional sources in Alhambra which can contribute to overflows. In addition, reduce the environmental impacts and cost associated with cleanup of SSOs. Other benefits of the FOG program include storm drain pollution prevention from SSOs, improving public health and safety, minimizing property damage, reducing sewer maintenance costs, improving the operation of the sanitary sewer system.

The Utilities Department maintains service record logs for those areas of the City most prone to FOG issues (hot spots), and also plots these locations on a GIS map for quick reference. These areas are checked more frequently for any FOG maintenance issues. A special FOG Residential Target Area list is also maintained to determine if there are any residential areas which have experienced more FOG related issues than other areas of the City. These residential areas are then sent information on how to reduce FOG in their home. The Department also published several brief articles in the local paper regarding FOG and provides FOG management best management practices on the City's website.

Commercial and Institutional Approach

The City has implemented a Food Service Establishment (FSE) Inspection Program. All food service facilities are inspected once per year. The inspection consists of an evaluation of BMP implementation to prevent FOG discharges to the sanitary sewer system. A checklist of BMPs is provided on the FOG Inspection Report for Food Services (see Appendix C-1).

Grease removal devices and equipment are checked to ensure proper maintenance. The waste cooking oil is required to be stored properly and recycled by a waste hauler. Facilities are also required to maintain grease interceptor/trap cleaning logs, training logs and receipts for all services completed at the facility. Outside areas are also inspected to check for evidence of illegal dumping. Maintenance and training logs are provided to the FSE by the inspector (Appendix C-2).

During the inspection, the FSE is given a FOG prevention brochure describing specific practices that can be used to prevent FOG from entering the City's sewer system (appendix C-3).

If a facility is found to be out of compliance, a notice is issued for a return inspection. After two follow up inspections, a Notice of Violation and Order to comply issued to the facility in accordance with the City's FOG ordinance.

The following chart is a historical summary of FOG FSE inspections:

CITY OF ALHAMBRA FOG INSPECTION PROGRAM		2012	2013
	NUMBER OF FOG INSPECTIONS COMPLETED :	198	217
	TOTAL FIRST FOLLOW-UP INSPECTIONS:	135	95
	TOTAL SECOND FOLLOW-UP INSPECTIONS:	50	28
	NUMBER OF VIOLATIONS RESOLVED:	4	6

Grease Trap Installation Requirements

The Department of Development Services is responsible for screening applications for restaurants. All applicants for new restaurants are required to install a grease interceptor in accordance with the City of Alhambra Municipal Code, Section 16.38. Existing restaurants that are applying for tenant improvement or change of ownership are required to install a grease interceptor per current code requirements.

Residential Approach

The implementation plan will take an educational approach. In an educational approach, it is imperative to educate residents on the need to prevent FOG discharges and provide them with the necessary tools to achieve such goals. The following is a list of strategies for program implementation:

1. Provide local newspapers with FOG ads especially during the Thanksgiving and Christmas holidays when use of oil and grease increases.
2. Distribute FOG brochures to residents in problem areas as described by sewer cleaning personnel.
3. Insert FOG messages in water bills.
4. Provide educational material in public gathering areas and restaurants.
5. Distribute FOG information during Community Events.

FOG Handling and Storage Methods

- Never pour grease, fats, or oil down the sink or garbage disposal.
- Pour FOG into jars, cans, and plastic tubs or container. Let contents cool and solidify. When the container is full throw away with your trash.
- Mix cooking oil with an absorbent material such as cat litter or coffee grounds and place in a lidded container for disposal with your trash.
- For greasy pans and dishes, pour off the grease into a container as mentioned above. Use a paper towel to wipe out the remaining grease in the pan or dish prior to washing.

If a resident is found in violation of a FOG discharge after the educational approach, an enforcement action will take place in accordance with the City's FOG ordinance

APPENDIX D-1: FOG INSPECTION REPORT



FOG Inspection Report for Food Services (Fats Oils and Grease)

City of Alhambra, Department of Public Works, Utilities Division, 111 S. First Street, Alhambra, CA 91801 (626) 570-3277

Facility Name		Address		
Facility Representative:		Phone		
Owner or Contact Person		Contact Number		
Business License No.	Inspection Date	Inspection Time		
Inspection Type: <input type="checkbox"/> Routine <input type="checkbox"/> Follow-up <input type="checkbox"/> Complaint <input type="checkbox"/> Enforcement <input type="checkbox"/> Other				
Type of Facility: <input type="checkbox"/> Fast Food <input type="checkbox"/> Full Service Restaurant <input type="checkbox"/> Grocery <input type="checkbox"/> Deli <input type="checkbox"/> Ice Cream/Yogurt				
<input type="checkbox"/> Donut Shop <input type="checkbox"/> Coffee/Tea House <input type="checkbox"/> Bakery <input type="checkbox"/> Other				
Grease Removal				
Grease Removal Device (GRD):				
Type: <input type="checkbox"/> Interceptor <input type="checkbox"/> Trap <input type="checkbox"/> Manual <input type="checkbox"/> Automatic <input type="checkbox"/> None <input type="checkbox"/> Other				
Date		Maintenance Records at Facility: <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(if no, list location below)</small>		
Location of maintenance records:		GRD Cleaning Frequency		
GRD service provider:		Telephone:		
Exhaust hood system service provider:		Telephone:		
Waste cooling oil recycler:		Telephone:		
OSHA (Food Management Practices) Implemented				
	YES	NO	N/A	Comments
1. Floor surfaces are properly screened, free of grease & food debris.				
2. Exhaust hood system filters clean.				
Filters are changed (circle one) on-site off-site				
3. Exhaust hood system cleaned regularly.				
Date last serviced: / /				
4. Drip pans and drip trays wiped before mopping or washing.				
5. Good cleaning practices information posted in work areas.				
6. Kitchen area clean, free of spills.				
7. GRD is cleaned regularly.				
Date last serviced: / /				
8. Grease interceptor trap not maintained.				
9. Oil absorption materials readily available.				
10. Recycled waste cooling oil and can provide records.				
Last pickup date: / /				
11. Waste cooling oil stored properly, no leaks.				
12. Facility has received educational materials on FOG control.				
13. Staff properly trained on management of FOG log maintained.				
Notice of Corrective Action Required				
<input type="checkbox"/> Follow up inspection required. Please have all items listed above corrected for inspection scheduled on ____ / ____ / ____ at ____ AM PM				
Signature of Inspector		Date		
Signature of Facility Representative		Date		

FOG Inspection Form 3-27-13

APPENDIX D-2: FOG MAINTENANCE/TRAINING LOGS

GREASE INTERCEPTOR (TRAP) MAINTENANCE LOG			
Name of Service Company or Person Who Cleaned Trap/Interceptor	Service Date	Quantity of grease removed	Manager's signature

3107maintenance log-12-11

EXTERIOR GREASE TRAPS MUST BE CLEANED ON A REGULAR BASIS AS NECESSARY TO REDUCE OIL AND GREASE.

INTERIOR GREASE TRAPS MUST BE CLEANED ON A REGULAR SCHEDULE AND RECORDED ON MAINTENANCE LOG. MAINTENANCE FREQUENCY IS DEPENDENT UPON KITCHEN USAGE AND SHALL BE SET BY THE UTILITIES DIVISION REPRESENTATIVE.

MAINTENANCE LOGS MUST BE POSTED FOR INSPECTION PURPOSES AND SHALL BE KEPT UP TO DATE.

APPENDIX D-3: FOG BEST MANAGEMENT PRACTICE BROCHURE

Page 1

What is FOG?

FOG are by-products that food service establishments must constantly manage. Typically FOG enters a facility's plumbing system from dish washing, floor cleaning, and equipment sanitation. Sanitary sewer systems are neither designed nor equipped to handle the FOG that accumulates on the interior of the City's sewer collection system of pipes. A large percentage of Alhambra's sanitary sewer blockages are the result of FOG from residential, commercial, and institutional sources. The best way to manage FOG is to keep it out of the plumbing system as much as possible.



FOG Management

It is common practice in the food service industry to use the hand sprayer to clean the FOG material and food particles off of the dishes, equipment, and utensils with hot water and flush it down the drain. This not only forces FOG into the wastewater system, it also allows food particles into the system. Rather than use the sprayer to clean these items, the City recommends the Dry Cleanup Method. The "first pass" in cleaning dishes, equipment, and utensils should be made with scrapers and squeegees into a trash can. Do not pour FOG materials from cooking down the drain and do not use sinks to dispose of food scraps. It is also very important to educate kitchen staff not to remove drain screens as they may allow paper or plastic cups, straws, etc. to enter the plumbing system during cleanup. The ultimate success of dry cleanup is dependent upon how proactive the employees are and the availability of the proper equipment.

Maintenance

Maintenance is the key to avoiding FOG blockages. For whatever method or technology is used to collect, filter, and store FOG, ensure that equipment is regularly maintained. All appropriate staff should be aware of and trained to perform correct cleaning procedures on equipment used for FOG containment and/or removal. A daily and weekly maintenance schedule is highly recommended for strainers and food filters.

A grease trap is an engineered device designed to remove spent FOG from food service establishments. There are two types of grease traps available. The in-kitchen passive interceptor is a small unit usually around 20-25 gallons. These units must be cleaned manually and maintained from a daily and weekly schedule. The pre-cast concrete in-ground traps are larger in size. The most common sizes are 750-2000 gallons. These must be pumped out by an outside service. These should be cleaned out every 90 days at a minimum. Keep a log for maintenance and training activities.

Preventing spills reduces the amounts of waste on food preparation and serving areas that will require clean up. For spill prevention:

- Empty containers before they are full.
- Use a cover to transport interceptor contents to rendering barrel.
- Provide employees with the necessary tools to transport materials without spilling.
- Keep a spill kit in food preparation areas.

Help Do Your Part...

Save time, money, and problems in the operation of your business. If you follow these recommendations closely, you will significantly reduce or eliminate sanitary sewer problems caused by FOG, both in your facility and in the City's sewer system.

Typical costs of improper handling and disposal of FOG include time lost for business, payment for damages caused by flooding of other properties, fines for violations (up to \$10,000 per day), cost recovery for damage and cleaning of the City's sanitary sewer system, and the costs of any related health problems. You can make a difference by doing your part to eliminate Fats, Oils, and Grease by educating your employees and using these Best Management Practices daily.



Waste and grease disposal is done your grease trap and get rid of TOO property



**City of Alhambra
Department of Utilities**

Environmental Compliance Division
111 South First Street
Alhambra, CA 91801


Phone: 626-570-3277
Fax: 626-282-5833
www.cityofalhambra.org

*City of Alhambra
Department of Utilities*

**Fact Sheet for Best
Management Practices for
Fats, Oils, and Grease (FOG)**

*Gateway to the San
Gabriel Valley*

APPENDIX D-4: RESIDENTIAL FOG FLYER




Grease goes from the Pan ... to the Can

Cooking oils, grease and fat clog drain pipes and cause sewer pipes to back up. Keep your pipes running free!

Cool down your cooking oil, grease and fat and pour them into a can—not down the drain.

Trash the can—not your pipes!

Also, please wipe out pots and pans with a paper towel before doing dishes— you will use less soap and decrease clogs.



FOR MORE INFORMATION CALL THE CITY OF ALHAMBRA DEPARTMENT OF UTILITIES AT 626-570-5061

La grasa va de el Sartén ... a la Lata

Los aceites para cocinar y la grasa tapan las tuberías del desagüe y ocasionan congestión en la tubería del drenaje. Conserve sus tuberías libres de obstrucciones!

Enfríe su aceite y grasa para cocinar y vacíelos a una lata—no en el lavabo. Tire la lata y no sus tuberías a la basura.

También, limpie las cacerolas y los sartenes con una toalla de papel antes de lavar los platos - así usará menos jabón y disminuirá la posibilidad de que se tape la tubería.

PARA MAS INFORMACION LLAME LA CIUDAD DE ALHAMBRA DEPARTMENT OF UTILITIES AT 626-570-5061

將油從鍋子倒入 ... 罐子

烹飪油、油脂和脂肪會堵塞排水管、造成水管不通、請保持您的水管暢通！

請將您烹飪過的油、和任何油脂冷卻後倒入一個罐子—而不是倒入排水管內。

廢油請勿丟掉水管、應丟入垃圾桶內

同時在清洗鍋子、碗盤之前請先用紙巾將油脂擦拭一遍再清洗、不僅可節省洗滌劑、也可以降低排水管阻塞機會、

欲知更多的相關資訊、請打電話到626-570-5061阿罕布拉市的公共部門

CHAPTER 16.38: PROTECTION OF SANITARY SEWER SYSTEM FROM DISCHARGE OF FATS, OILS, AND GREASE

Section

- 16.38.010 Definitions
- 16.38.020 Investigation of SSO Incidents
- 16.38.030 FOG control programs
- 16.38.040 Minimum standards - Director of Public Works may develop
- 16.38.050 Food service establishments
- 16.38.060 Food waste disposal units and dishwashers
- 16.38.070 Ground garbage
- 16.38.080 FOG disposal systems - installation requirements
- 16.38.090 Grease removal devices
- 16.38.100 Grease removal device maintenance requirements
- 16.38.110 Tallow bins
- 16.38.120 Requirements for record keeping
- 16.38.130 Requirement for existing, remodeled, and newly constructed food service establishments
- 16.38.140 Administrative fines

§ 16.38.010 DEFINITIONS.

(A) **BEST MANAGEMENT PRACTICES** means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce pollutants in discharges, to implement the prohibitions listed in National Pretreatment Standards pursuant to 40 CFR 403.5(a)(1) and (b), and prevent the discharge of substance that may contribute to sanitary sewer overflows. **BMPs** also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

(B) **FATS, OILS, AND GREASE (FOG)** means non-petroleum organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical procedures established in the United States Code of Federal Regulations 40 CFR 136, as may be amended. All are sometimes referred to herein as "grease" or "greases".

(C) **FOG DISPOSAL SYSTEM** means any grease interceptor that reduces fats, oils and grease in effluent by separation, and mass volume reduction.

(D) **FOOD SERVICE ESTABLISHMENT (FSE)** means a facility engaged in preparing food for consumption by the public such as a bakery, restaurant, commercial kitchen, caterer, hotel, school, country club, banquet facility, religious institution, hospital, prison, correctional facility, or care institution.

(E) **GRAVITY GREASE INTERCEPTOR** means a plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept FOG from wastewater discharge and is identified by volume, 30-minute retention time, baffle(s), a minimum of two compartments, a minimum total volume of 750 gallons, and gravity separation.

(F) **GREASE INTERCEPTOR** means a plumbing appurtenance or appliance that is installed in a sanitary drainage system to

intercept FOG from wastewater discharge.

(G) **GREASE REMOVAL DEVICE (GRD)** means any hydro mechanical grease interceptor that automatically or mechanically removes FOG from the interceptor, the control of which are either automatic or manually initiated.

(H) **GREASE TRAP** means a multi-baffle, single compartment, 10 to 50 gallon capacity device, serving one(1) to a maximum of four (4) fixtures designed for the removal of FOG from food service establishment discharges and installed prior to the effective date of this ordinance.

(I) **HYDRO MECHANICAL GREASE INTERCEPTOR** means a plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept FOG from a wastewater discharge and is identified by flow rate, separation and retention efficiency. The design incorporates air entrainment, hydro mechanical separation, interior baffling, and/or barriers in combination or separately, and one of the following:

- (1) External flow control, with air intake (vent); directly connected.
- (2) External flow control, without air intake (vent); directly connected.
- (3) Without external flow control, directly connected.
- (4) Without external flow control, indirectly connected.

(J) **ILLICIT DISCHARGE** means any discharge to the sanitary sewer system that is prohibited under local, state, or federal statutes, ordinances, codes, or regulations. Illicit discharges include all non-domestic sewage discharges not permitted under the provisions of this Section and discharges through connections to the sanitary sewer system, either directly or through satellite collection systems, not authorized pursuant to Chapter 16.24 of the AMC.

(K) **INTERFERENCE** means a discharge which, alone or in conjunction with a discharge or discharges from other sources:

- (1) Inhibits or disrupts the Publicly Owned Treatment Works, its treatment processes or operations, or its sludge processes, use or disposal; and
- (2) Is therefore a cause of a violation of any requirement of the Publicly Owned Treatment Work's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued there under (or more stringent state or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (including Title II, more commonly referred to as the Resource Conservation and Recovery Act, and including the state regulations contained in any sludge management plan prepared pursuant to Subtitle D of the SWDA), the Clean Air Act, and the Marine Protection, Research and Sanctuaries Act.
- (3) Inhibits operation, disrupts, or causes a condition within the sanitary sewer system that may cause excessive maintenance or a sanitary sewer overflow.

(L) **SANITARY SEWER OVERFLOWS (SSO)** means any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system. **SSOs** include:

- (1) Overflows of untreated or partially treated wastewater that reach water of the United States;
- (2) Overflows or releases of untreated or partially treated wastewater that do not reach waters of the United States; and
- (3) Wastewater backups into buildings and onto private properties that are caused by blockages or flow conditions within the publicly owned portions of a sanitary sewer system.

(M) **SIGNIFICANT INDUSTRIAL USER (SIU)** means that except where the control authority of a Publicly Owned Treatment Works has found an industrial user to be exempt pursuant to 40 CFR 403.3(v)(2) and (v)(3):

- (1) All industrial users subject to categorical pretreatment standards under 40 CFR 403.6 and 40 CFR Chapter 1, Subchapter N; and
- (2) Any other industrial user that discharges an average of 25,000 gallons or more of process wastewater to a publicly owned treatment works (excluding sanitary, non-contact cooling and boiler blow down wastewater), contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the publicly owned treatment plant, or is designated as such by the publicly owned treatment works control authority on the basis that the industrial user has a reasonable potential for adversely affecting the publicly owned treatment works operation or for violating any pretreatment standard or

requirement.

(N) **SLUG DISCHARGE** means any discharge of a non-routine, episodic nature, including, but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the publicly owned treatment work's regulations, local limits or permit conditions. Discharge of prohibited material in any concentration shall be considered a slug discharge.

(Ord. 4620, passed 10-28-13)

§ 16.38.020 INVESTIGATION OF SSO INCIDENTS.

The Director of Public Works, or his/her representative, shall investigate and determine the probable cause of an actual or potential SSO incident. In the course of any such investigation, the director or his/her representative may enter the premises of any discharger to the sanitary sewer system to determine the presence of potential sources of FOG, inspection of the FOG disposal systems, review wastewater disposal procedures, ascertain if BMPs are in place and adequate, review records, photograph disposal systems, and take samples and other measures in order to determine the cause or sources of an SSO. Section 16.38.20 notwithstanding, where the director or his/her designee determines that additional, improved, upgraded, repaired or more frequently maintained FOG removal systems are required to prevent the contribution to actual or potential SSOs, the director or his/her representative may serve notice on the discharger to implement such improvements. Such notice may include prohibitions against unauthorized dischargers, timetables, and/or deadlines.

(Ord. 4620, passed 10-28-13)

§ 16.38.030 FOG CONTROL PROGRAMS.

Where a discharger is required to install and maintain a FOG disposal system pursuant to the provisions of this Chapter and/or is found to be a potential uncontrolled source of FOG, the director or his/her representative may require that the discharger develop and implement a FOG control program. Where required, such a program is subject to the approval of the director or his/her representative. Such a program may be required to include, but is not limited to the following provisions:

- (A) A plan and schedule for the education and training of personnel or employees that may dispose of FOG containing effluent to the sanitary sewer system.
- (B) The development of source control measures to minimize the discharge of FOG to the sanitary sewer system and maximize the efficiency of any required FOG disposal system and/or GRD.
- (C) A plan and schedule for the removal and legal disposal of FOG removed from effluent by a FOG disposal system and/or GRD. When so required by the Department of Public Works Utilities Division, such a plan and schedule may include the maintenance of a log record detailing cleaning, repair, inspection, accidental spill, and disposal events in connection with the system or device. The department staff shall have access to any required log during reasonable business hours and may specify a time period during which such a log is maintained.
- (D) A description of facilities used to store removed FOG prior to disposal and measures taken to prevent accidental and/or uncontrolled discharge of FOG to the sanitary sewer system, sidewalks, parking lots, streets, gutters, storm drains, or other private or public property.
- (E) A description of equipment and supplies, including the location of such materials, available for the cleanup of accidental and/or uncontrolled spills of FOG or similar materials.
- (F) The posting in a conspicuous place of notification requirements to the City or other specified entity in the event of any accidental and/or uncontrolled spill of FOG or similar materials that leave or may be carried off the discharger's premises.

(Ord. 4620, passed 10-28-13)

§ 16.38.040 MINIMUM STANDARDS - DIRECTOR OF PUBLIC WORKS MAY DEVELOP.

The Director or his/her designee may develop minimum standards for the performance, construction, installation and maintenance of FOG disposal systems, gravity grease interceptors, GRDS, hydro mechanical grease interceptors, and/or components associated with

such devices. The City shall set the frequency for inspections by staff to determine compliance. Evaluation of BMPs will be conducted by City staff.

(Ord. 4620, passed 10-28-13)

§ 16.38.050 FOOD SERVICE ESTABLISHMENTS.

Where the City has determined that installation of a FOG disposal system at a food service establishment is necessary to protect the sanitary sewer system, such installation shall be subject to plan review. The City may authorize multiple food service establishments to discharge through a single FOG disposal system, provided that each establishment enters into an agreement with a single entity that maintains the device.

(Ord. 4620, passed 10-28-13)

§ 16.38.060 FOOD WASTE DISPOSAL UNITS AND DISHWASHERS.

Unless specifically required or permitted by the City, no food waste disposal unit, garbage grinder or dishwasher shall be connected to or discharge into any FOG disposal system. Commercial food waste disposers shall discharge directly into the building's sewage drainage system.

(Ord. 4620, passed 10-28-13)

§ 16.38.070 GROUND GARBAGE.

Garbage resulting from the preparation of food may be discharged into the public sewer, if ground to a fineness sufficient to pass through a three-eighths inch screen. Ground garbage, dishwasher effluent or other ground food wastes shall not be discharged into any FOG disposals system. Excessive or unnecessarily large quantities of water shall not be used to flush ground garbage into the sewer.

(Ord. 4620, passed 10-28-13)

§ 16.38.080 FOG DISPOSAL SYSTEMS - INSTALLATION REQUIREMENTS.

Each FOG disposal system shall be installed at a location shown on plans approved by the City. Such systems shall be located in an area that is at all times easily accessible for inspection, cleaning, maintenance, and removal of the recovered FOG in a manner that does not require entry into a food or utensil handling areas as follows:

(A) Hydromechanical grease interceptors shall not be installed in a food or utensil handling area unless specifically approved by the Department of Public Health. Plumbing fixtures and equipment connected to such device shall be provided with an approved type of flow control so that the total flow through the device or devices shall not be greater than the rated flow of the grease interceptor.

(B) Grease removal devices (GRDS) shall be installed as provided for hydro mechanical grease interceptors in subsection (A) with the additional provision that the storage of removed FOG also be outside food and utensil handling areas in a secure location that protects against the accidental spill of grease into floor drains, parking lots, catch basin, storm drains, sidewalks, streets, or gutters and is protected from inundation by storm water flows.

(C) Gravity grease interceptors shall be installed outside of the structure containing the kitchen, food, or utensil handling area(s) in a location affording ease of inspection, maintenance, and servicing without entry to the structure unless otherwise approved by the City and the health officer of the County. Such devices shall be designed and sized to retain FOG until accumulations can be removed by pumping the interceptor. When so required by the department, gravity grease interceptors shall be equipped with an approved sample box.

(Ord. 4620, passed 10-28-13)

§ 16.38.090 GREASE REMOVAL DEVICES.

(A) Grease removal device required.

(1) The owner of every commercial or industrial facility with one or more grease generating activities shall install or cause to be installed a grease removal device for each grease generating activity, of a size equal to or greater than the minimum size set forth in the following table based on the number of Drain Fixture Units (DFU).

Sizing Criteria:	
DFUs	GCD Volume (gallons)
8	Minimum 750
21	750
35	1,000
90	1,250
172	1,500
216	2,000

Drain Fixture	DFU Number
Pre-Rinse Sink	4
3 Compartment Sink	3
2 Compartment Sink	3
Mop Basin	3
Prep Sink	3
Floor Drain	2
Floor Sink	2

(2) All grease removal device(s) shall be installed on the premises where FOG is used or generated.

(3) Installation of any food waste disposer (grinder) at any FSF is prohibited.

(4) No FSE shall utilize a food waste disposer (grinder) for the purpose of food waste disposal to the sanitary sewer.

(5) All grease generating drainage fixtures shall connect to a GRD, including but not limited to, pre-rinse sinks, three compartment sinks, two compartment sinks, mop or janitor sinks, food preparation sinks, floor drains in dishwashing areas and kitchens, etc. All drainage fixtures in dishwashing room, except for dishwashers, shall connect to a GRD; i.e. small drains prior to entering a dishwasher, small drains on busing counters adjacent to pre-wash sinks, silverware soaking sinks, and floor drains. All wok stoves, rotisserie ovens/broilers or other grease generating cooking equipment and exhaust hoods with drip wastewater lines shall connect to a GRD. All kettles and tilt/braising pans and associated floor drains/sinks shall connect to a GRD.

(6) No high temperature kitchen equipment discharges shall be allowed to connect through any type of GRD. Discharge of wastewater from dishwashers, pasta cookers, other hot lines and non-grease generating fixtures to any GRD is prohibited unless authorized by the City.

(7) FSEs shall have a sink or other areas for cleaning floor mats, containers, exhaust hood filters and equipment, which is connected to a GRD. The sink or cleaning area shall be large enough to clean the largest mat or piece of equipment to be cleaned.

(8) All in-ground GRDS greater than 750 gallons in capacity shall have a minimum of three manholes to allow visibility over each inlet piping, baffle piping and outlet piping to ensure accessibility for inspection, cleaning, and removal of all contents. Two manholes may be allowed under certain conditions only upon approval of the City. Nothing shall be allowed to be stored on top of any manholes.

(9) GRDS shall be installed in a suitable location that will allow access for inspection, cleaning and maintenance.

(10) Laterals installed between a FSE and GRD, also between the GRD and the City's main, shall include installation of two-way cleanouts as required to allow access points for sewer line maintenance and inspection.

(Ord. 4620, passed 10-28-13)

§ 16.38.100 GREASE REMOVAL DEVICE MAINTENANCE REQUIREMENTS.

(A) *Maintenance requirements.*

(1) FSEs shall not have staff clean out the GRD as a substitute for a professional grease waste hauler. If a FSE utilizes an automatically or mechanically cleaning GRD, its staff shall properly maintain.

(2) All GRDs shall be kept in good repair, functioning properly and shall be maintained in continuous operation according to manufacturer's guidelines and the City's requirements.

(3) Sewer lines to and from GRDs shall be kept in good repair and clear of any buildup of FOG that could potentially contribute to backups and/or SSOs.

(4) All FOG discharged during GRD or sewer line cleaning and maintenance shall be captured. Any FSE that has their kitchen grease waste lines, exit lines from a GRD and/or laterals cleaned by jetting or hydro flushing shall have the contractor capture the contents removed from the line to prevent SSOs, depending on the main size that the lateral feeds into. All contents removed from sewer lines shall be contained and disposed of properly by a licensed contractor.

(5) No additives may be introduced to the GRDS or a FSEs wastewater system for the purpose of emulsifying FOG or biologically/chemically treating FOG for grease remediation or as a supplement to interceptor maintenance unless a specific written authorization from the City is obtained. Systems or additives, such as solvents or enzymes that dissolve or mobilize FOG are prohibited.

(6) All GRDS shall be completely cleaned out by a registered waste hauler prior to the closure of an FSE, the associated building or a change in ownership.

(B) *GRD maintenance frequency.*

(1) The maintenance frequency shall be set so as to ensure that the minimum hydraulic retention time and available hydraulic volume is maintained to effectively intercept and retain FOG and minimize the passage of FOG to the sanitary sewer collection system. The maintenance frequency for all FSEs with a GRD shall be determined by one of the following methods:

(a) GRDS shall be fully pumped out and cleaned at a frequency such that the combined FOG and solids accumulation does not exceed 25% of the total design hydraulic depth in any location of the GRD. The 25% rule shall apply to all GRDS.

(b) The entire contents of all grease interceptors (gravity grease interceptors) and GRDs greater than 100 gallons shall be removed every three months or more frequently as to prevent FOG from entering the sanitary sewer.

(c) The entire contents of all grease traps (hydro mechanical grease interceptors) shall be removed every month or more frequently as to prevent FOG from entering into the sanitary sewer.

(d) The entire contents of all automatically or mechanically cleaning GRD shall be removed every six months or more frequently as to prevent FOG from entering into the sanitary sewer.

(2) The maintenance frequency may be adjusted when sufficient data have been obtained to establish an appropriate frequency based on the guidelines adopted pursuant to the FOG program.

(a) The City may modify the maintenance frequency at any time to reflect changes in actual operating conditions in accordance with the FOG program. Based on the actual generation of FOG from the FSE, the maintenance frequency may increase or decrease.

(b) The owner/operator of a FSE may submit a request to the City requesting a change in the maintenance frequency at any time. The FSE has the burden of responsibility to demonstrate that the requested change in frequency reflects actual operating conditions based on the average FOG accumulation over time and meeting the requirements described in subsection (B)(1)(a), and that it is in full compliance with the conditions of this ordinance. Upon determination by the City that the requested revision is justified accordingly to reflect the change in maintenance frequency.

(c) If the GRD, at any time, contains FOG and solids accumulation that does not meet the requirements described in subsection (B)(1)(a), the FSE shall have the GRD serviced immediately such that all FOG, solids, and other materials are completely removed from the GRD.

(Ord. 4620, passed 10-28-13)

§ 16.38.110 TALLOW BINS.

(A) Segregation and collection of waste cooking oil.

(1) No person shall dispose of any grease, or cause any grease to be disposed, by discharge into any drainage piping, by discharge into any public or private sanitary sewer, by discharge into any storm drain system, or by discharge to any land, street, public way, river, stream or other waterway. All waste cooking oils shall be collected and stored properly in tallow receptacles such as barrels, drums, or bins for recycling or other acceptable method of disposal.

(2) Segregated waste grease and oil bins (tallow bins) shall be in a place at the location of any FSE that creates grease or oil from the use of fryers, automatically or mechanically cleaning GRDS which need FSE staff maintenance, rotisserie drip lines not connected to a GRD or any other type of grease and oil waste created by cooking or cleaning of equipment. FSE staff, not limited to kitchen staff, shall properly dispose of grease or oils from cooking equipment into an oil/grease receptacle such as a tallow bin, barrel, or drum. Appropriate measures shall be taken to eliminate spills. Absorbent material shall be immediately available each time the waste oil/grease is emptied into the tallow bin or segregated receptacle. The transporting of waste oil/grease shall be conducted with a covered and sealed container.

(3) Tallow bins or used waste oil and grease container areas shall be kept clean. Containers shall be covered with lids and free from excessive fats, oil, and grease and debris. Housekeeping procedures shall be put in place and signs posted.

(4) FSEs with improperly maintained tallow bins shall relocate the bins to a covered location to reduce the risk of spills and discharges to the storm drain collection system. The tallow bin shall be repositioned in a covered trash enclosure or inside the facility in compliance with all local and state regulations.

(B) Tallow hauler.

(1) Tallow haulers servicing FSEs shall replace tallow containers with clean ones to reduce the risk of spills and discharges to the storm drain system.

(2) Tallow haulers servicing FSEs shall clean up all spills created during the collection and transporting, whether it is on the containers, bins, barrels, or on the ground.

(Ord. 4620, passed 10-28-13)

§ 16.38.120 REQUIREMENTS FOR RECORD KEEPING.

(A) *GRD and plumbing record keeping.* The FSE shall retain all manifests, receipts, and invoices of all cleaning, maintenance, grease removal of/from the GRD, disposal carrier and disposal site location for at least three years. Such records, which include at a minimum the following, shall be made immediately available for inspection and copying to the City representative upon request:

(1) A logbook of grease interceptor, grease trap, or grease control device cleaning and maintenance practices.

(2) Copies of records and manifests of waste hauling GRD contents. The grease haulers shall leave at the facility site, a manifest with the following information:

(a) Name of the site pumped

(b) Street address

- (c) Date and time pumped
 - (d) Temperatures (inlet and outlet)
 - (e) Loading in GRD (% of FOG and bottom solids)
 - (f) Volume collected
 - (g) Hauler name
 - (i) Truck ID#
 - (j) Any observed GRD structural problems
 - (k) Final destination of material collection
 - (l) Manifest must be signed
- (3) Records of sampling data and sludge height monitoring for FOG and solids accumulation in the GRDS.
 - (4) Records of any sanitary sewer overflows, backups, spills, and/or cleaning of the lateral or sewer system.
 - (5) A record of Best Management Practices (BMPs) being implemented including employee training.
 - (6) Any other information deemed appropriate by the City to ensure and document compliance with this ordinance.

(B) *Tallow bin record keeping.* The FSE shall keep all manifests, receipts and invoices of all oil/grease removal from the FSE, disposal carrier and disposal site location for no less than three years. The FSE shall, upon request, make the manifests, receipts, and invoices available to any City representative. These records may include:

- (1) A logbook of all segregated oil bins cleaning and maintenance practices.
- (2) A record of Best Management Practices (BMPs) being implemented including employee training.
- (3) Copies of records and manifests of waste hauling activities.
- (4) Records of any spills and/or cleaning.
- (5) Annual training for existing FSE staff, not limited to the kitchen staff, and immediate training for all new FSE staff, shall be documented and employee signatures retained indicating each employee's attendance and understanding of the practices. Training records shall be available for review at any reasonable time by the City representative.
- (6) Any other information deemed appropriate by the City to ensure compliance with the ordinance.

(Ord. 4620, passed 10-28-13)

§ 16.38.130 REQUIREMENT FOR EXISTING, REMODELED, AND NEWLY CONSTRUCTED FOOD SERVICE ESTABLISHMENTS.

(A) *Existing facilities.*

(1) Alternate materials and methods may be approved in response to practical difficulties and specifically for facilities for which a building permit was issued prior to the effective date of the Ordinance, and not subject to subsection (A)(2), subsection (A)(3) or subsection (B) of this section. The City is authorized to modify any of the provisions of these rules and regulations upon application in writing by the owner, a lessee, or a duly authorized representative where there are practical difficulties in the way of carrying out the provisions of this chapter, provided that the purpose of these rules and regulations, as set forth in Section (Purpose), shall be complied with, and substantial justice done. The particulars of such modification and the decision of the City shall be entered upon the records of the facility and a signed copy shall be furnished to the applicant.

(2) The owner of every commercial or industrial generator of grease, including FSEs, serviced by a sewer collection line found to have grease blockage, or accelerated line maintenance resulting from grease disposal, shall be in full compliance with the provisions of these rules and regulations.

(3) The owner of every commercial or industrial generator of grease, including FSEs, found to have caused or contributed to a

SSO, shall be in full compliance with the provisions of these rules and regulations.

(B) *Remodeled and newly construction facilities.*

(1) Dischargers of food service waste water from newly constructed, remodeled, or converted commercial and industrial facilities shall be in full compliance with the provisions of this Chapter at the time of commencement of discharge. These requirements shall apply to remodeled or converted facilities to the extent that the portion of the facility being remodeled or converted is related to the subject requirement.

(2) Buildings constructed to house FSEs shall include a covered area for all waste and recycling collection receptacles such as, but not limited to, garbage, recycle, food scrap, compost, and tallow bins. The areas shall be designated to prevent water run-on to the area and runoff from the area. Drains that are installed within the enclosure for recycle and waste bins, dumpsters, and tallow bins serving food service facilities are optional. Any such drain installed shall be connected to the GRD. If tallow is to be stored outside, then an adequately sized, segregated space for a tallow bin shall be included in the covered area.

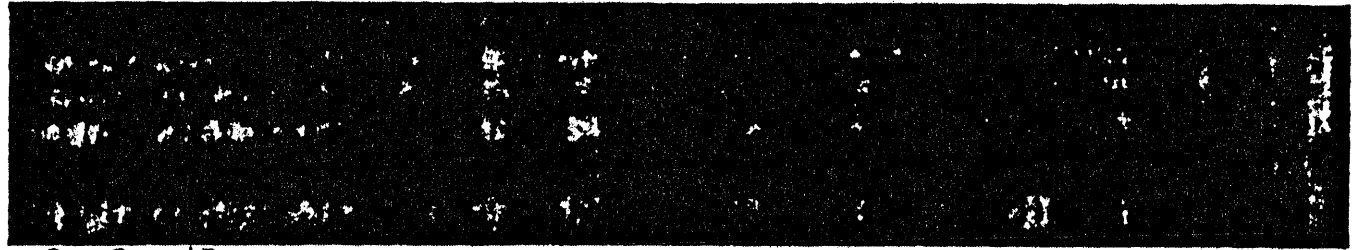
(Ord. 4620, passed 10-28-13)

§ 16.38.140 ADMINISTRATIVE FINES.

Violations of this section are subject to administrative fines pursuant to Chapter 1.13 of this Code. The amount of the fine will be assessed according to a schedule of fines adopted by City Council resolution. The schedule may include escalating fine amounts for repeat violations of the same code provision.

(Ord. 4620, passed 10-28-13)

EXHIBIT F



Root Control Program

The City maintains an inventory of collections system locations, identified during CCTV inspections, that are impacted by root intrusion. Dukes Root Control is contracted to treat areas affected by roots. Chemical treatment is utilized and a 2 year warranty is given for each application.

A CCTV inspection is conducted on all areas included on the inventory, three months prior to application, to evaluate if treatment is necessary.

The root control program will be incorporated in our sewer system maintenance software.

Root Control Contractor: Dukes Root Control
1020 Hiawatha Blvd, West
Syracuse, NY 13204-1131
(315) 472-4781



DECLARATION OF SERVICE BY E-MAIL and U.S. Mail

Case Name: **Regional Water Quality Control Board - Los Angeles Region v. The City of Alhambra**

Case No.: **BC601225**

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. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service with postage thereon fully prepaid that same day in the ordinary course of business.

On January 29, 2016, I served the attached **NOTICE OF ENTRY OF JUDGMENT** by transmitting a true copy via electronic mail. In addition, I placed a true copy thereof enclosed in a sealed envelope, in the internal mail system of the Office of the Attorney General, addressed as follows:

Rachel H. Richman
Burke, Williams & Sorensen, LLP
444 South Flower Street, Suite 2400
Los Angeles, CA 90071-2953
E-Mail: rrichman@bwslaw.com
Attorney for Defendant The City of Alhambra

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 January 29, 2016, at Los Angeles, California.

Beatriz Davalos

Declarant

Beatriz Davalos

Signature

ORIGINAL

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KAMALA D. HARRIS
Attorney General of California
GARY E. TAVETIAN
Supervising Deputy Attorney General
NOAH GOLDEN-KRASNER (SBN 217556)
Deputy Attorney General
300 South Spring Street, Suite 1702
Los Angeles, CA 90013
Telephone: (213) 897-2614
Fax: (213) 897-2802
E-mail: noah.goldenkrasner@doj.ca.gov
*Attorneys for Plaintiff People of the State of
California, ex rel. California Regional Water
Quality Control Board, Los Angeles Region*

RECEIVED

JAN 13 2016

Dept. 323

FILED *MS*
Superior Court of California
County of Los Angeles

JAN 19 2016

Sherrill A. ... Executive Officer/Clerk
By *E. Kohn Tucker*, Deputy
E. Kohn Tucker

Exempt From Filing Fees
(Gov. Code § 6103)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

**PEOPLE OF THE STATE OF CALIFORNIA EX
REL. CALIFORNIA REGIONAL WATER
QUALITY CONTROL BOARD, LOS ANGELES
REGION,**

Plaintiff,

v.

THE CITY OF ALHAMBRA,

Defendant

Case No. BC601225

**STIPULATION FOR ENTRY OF
[PROPOSED] CONSENT JUDGMENT;
[PROPOSED] ORDER**

Dept:
Judge:

Plaintiff, People of the State of California, *ex rel.* California Regional Water Quality Control Board, Los Angeles Region (Regional Board) and Defendant The City of Alhambra (City) hereby stipulate as follows:

WHEREAS, desiring a settlement of alleged violations of the California Water Code, the City and the Regional Board signed on September 23, 2015 and October 1, 2015 respectively, the

1 Proposed Stipulated Consent Judgment and Final Order lodged with this Court on November 17,
2 2015;

3 WHEREAS, on October 5, 2015, the Regional Board published on its website a public
4 notice of the Proposed Stipulated Consent Judgment and Final Order seeking comments from the
5 public related to the Proposed Stipulated Consent Judgment and Final Order;

6 WHEREAS, more than thirty (30) days have passed since the Regional Board published
7 the Proposed Stipulated Consent Judgment and Final Order and no comments were received by
8 the Regional Board that would necessitate any change to the originally signed Proposed
9 Stipulated Consent Judgment and Final Order.


10 WHEREAS, on November 17, 2015, the Regional Board filed its Complaint in this case
11 against the City, alleging violations of California Water Code sections 13263, 13350, 13376 and
12 13385;

13 WHEREAS, the Proposed Stipulated Consent Judgment and Final Order is in the public
14 interest in that it requires the City to undertake and complete extensive infrastructure projects to
15 its sanitary sewer system and requires the City to pay penalties for its past violations of the Water
16 Code.

17 THEREFORE, IT IS HEREBY STIPULATED that the Court may enter and sign the
18 Stipulated Consent Judgment and Final Order that was lodged with the Court on November 17,
19 2015.

20 Dated: November 17, 2015

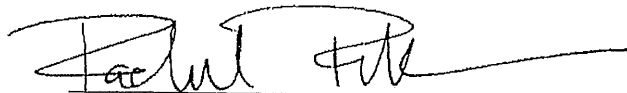
21 KAMALA D. HARRIS
22 Attorney General of California
23 GARY E. TAVETIAN
24 Supervising Deputy Attorney General

25 
26 _____
27 NOAH GOLDEN-KRASNER
28 Deputy Attorney General
*Attorneys for Plaintiff People of the State of
California, ex rel. California Regional Water
Quality Control Board, Los Angeles Region*

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Dated: November , 2015

THE CITY OF ALHAMBRA

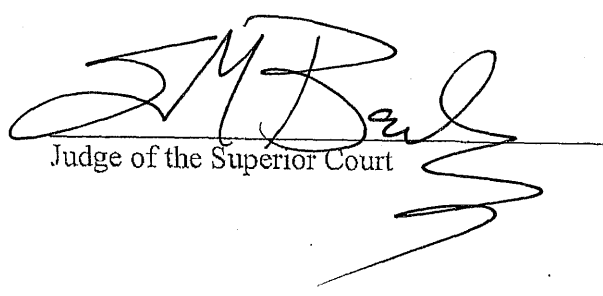


RACHEL H. RICHMAN
BURKE, WILLIAMS & SORENSEN, LLP
Attorneys for Defendant City of Alhambra

ORDER

It is HEREBY ORDERED that the Stipulation requesting the entry of the Stipulated Consent Judgment and Final Order stipulated to by Plaintiff, the California Regional Water Quality Control Board, Los Angeles Region, and defendant The City of Alhambra, lodged with this Court on November 17, 2015, is hereby granted.

Dated: Jan 19, 2016



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DECLARATION OF SERVICE BY E-MAIL and U.S. Mail

Case Name: **Regional Water Quality Control Board - Los Angeles Region v. The City of Alhambra**

Case No.: **BC601225**

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On January 29, 2016, I served the attached **STIPULATION FOR ENTRY OF CONSENT JUDGMENT ORDER** by transmitting a true copy via electronic mail. In addition, I placed a true copy thereof enclosed in a sealed envelope, in the internal mail system of the Office of the Attorney General, addressed as follows:

Rachel H. Richman
Burke, Williams & Sorensen, LLP
444 South Flower Street, Suite 2400
Los Angeles, CA 90071-2953
E-Mail: rrichman@bwslaw.com
Attorney for Defendant The City of Alhambra

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 January 29, 2016, at Los Angeles, California.

Beatriz Davalos

Declarant



Signature