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Superior Court of California  
County of Los Angeles

MAR 18 2016

Sherri R. Carter, Executive Officer/Clerk  
By: K. Sandoval, Deputy

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 SAN GABRIEL,

DEFENDANT.

Case No. BC605845

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

Dept: 49  
Judge: Hon. Deirdre Hill

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 San Gabriel (City). For purposes of this Consent Judgment, the Regional Board and the City shall be referred to collectively as the Parties.

**INTRODUCTION**

This Consent Judgment relates to the City's failure to comply with the terms of State Water

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

8 The Parties engaged in extended settlement negotiations prior to the initiation of litigation.  
9 In these negotiations, the Regional Board was represented by the Attorney General of the State of  
10 California. The City was represented by Robert Kress, City Attorney for the City of San Gabriel.

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

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

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

21 **CONSENT JUDGMENT PURSUANT TO STIPULATION**

22 **1. DEFINITIONS**

23 Except where otherwise expressly defined in this Consent Judgment, all terms shall be  
24 interpreted consistent with the Porter-Cologne Water Quality Control Act, Water Code sections  
25 13300 et seq., including the regulations promulgated pursuant to those sections, and the Federal  
26 Water Pollution Control Act, 33 U.S.C. sections 1251 et seq., including the regulations  
27 promulgated under those sections, 40 C.F.R. 100 et seq.  
28

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

2           The Complaint in this action alleges that the City violated Water Code sections 13263  
3           and/or 13376, for which the Regional Board or a Superior Court can assess civil liability pursuant  
4           to Water Code sections 13350 and/or 13385. This Consent Judgment resolves all allegations and  
5           violations made in the Complaint in this case as well as 14 additional violations that the Parties  
6           have agreed will be covered by this Consent Judgment. The total number of violations covered  
7           by this Consent Judgment shall be 18 violations, all of which are listed in the table attached  
8           hereto as Exhibit A.

9           **3. JURISDICTION AND VENUE**

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

14          **4. PAYMENT OF CIVIL PENALTIES AND INVESTIGATION AND**  
15          **ENFORCEMENT COSTS**

16          **4.1. Total Penalties**

17          On entry of this Consent Judgment, the City shall be liable for a total of sixty-seven  
18          thousand and one hundred and six dollars (\$67,106) in civil penalties.

19          **4.2. Civil Penalty Payment**

20          Within thirty (30) days of entry of this Consent Judgment, the City shall pay a civil penalty  
21          of an amount equal to twenty-six thousand eight hundred and sixty-six dollars (\$26,866) with a  
22          check payable to the State Water Pollution Cleanup and Abatement Account. If the City fails to  
23          make payment of this amount within thirty (30) days, the City shall pay a stipulated penalty of  
24          one thousand dollars (\$1,000) for each day payment is overdue.

25          The City shall reference this case number on this payment and submit them to the State  
26          Water Resources Control Board addressed to:

27                  Accounting Office  
28                  Attn: Enforcement Payment

1 State Water Resources Control Board  
2 P.O. Box 1888  
3 Sacramento, CA 95812-1888

4 The City shall provide copies of this payment to:

5 Regional Water Quality Control Board, Los Angeles Region  
6 320 West Fourth Street, Suite 200  
7 Los Angeles, California 90013  
8 Attention: Hugh Marley

#### 9 **4.3. Suspended Penalties**

10 The remaining civil penalties in the amount of forty-thousand two-hundred and forty dollars  
11 (\$40,240) shall be suspended. These suspended penalties (Suspended Civil Liability) shall be  
12 deemed satisfied once the City completes all obligations pursuant to sections 5, 6.2.1, 6.2.2, 6.3.1,  
13 6.3.2, 7.2, 7.3, 7.4 and 7.5 of this Consent Judgment.

#### 14 **4.4. Disputes Pertaining to Payment of Penalties**

15 Should any disagreement arise pertaining to the City's failure to pay civil penalties, the  
16 Regional Board may enforce these provisions by using the procedures set forth in section 17  
17 below. If the Regional Board believes that the City has failed to complete any portion of the  
18 obligations pursuant to sections 5, 6.2.1, 6.2.2, 6.3.1, 6.3.2, 7.2, 7.3, 7.4 and 7.5 of this Consent  
19 Judgment, the Regional Board may seek to lift the suspension of any Suspended Civil Liability  
20 amount as defined in section 4.3 of this Consent Judgment by using the procedures set forth in  
21 section 17 below.

### 22 **5. PIPE CAPACITY AND STRUCTURAL IMPROVEMENT PROJECTS**

23 The Parties have created a list of pipe capacity and structural improvement projects for the  
24 City's gravity sewer system (Pipe Capacity and Structural Projects). That list is attached hereto  
25 as Exhibit B. The Pipe Capacity and Structural Projects listed in Exhibit B have been broken  
26 down by the Parties into phases of work. Each phase of work for the Pipe Capacity and Structural  
27 Projects has a completion date also listed in Exhibit B. The City shall complete each of the  
28 phases of Pipe Capacity and Structural Projects listed in Exhibit B by the date indicated for  
completion. If the City fails to complete any of the phases of the Pipe Capacity and Structural

1 Projects listed in Exhibit B by the date indicated for completion of that phase, then the City shall  
2 pay a stipulated penalty of one thousand dollars (\$1,000) for each day the City is late in  
3 completing each phase.

#### 4 **6. INITIAL VIDEO ANALYSIS OF THE SEWER SYSTEM**

5 The City shall complete an initial video analysis of its sanitary sewer system (Initial Video  
6 Analysis) within two (2) years of entry of this Consent Judgment. The Initial Video Analysis  
7 shall be conducted by individual(s) certified in the National Association of Sewer Service  
8 Companies' (NASSCO) Pipeline Assessment & Certification Program (PACP) and will use  
9 standard PACP coding and condition grading procedures. If the City fails to complete the Initial  
10 Video Analysis in the time stated, then the City shall pay \$1,000 per day for each day overdue  
11 until the Initial Video Analysis is complete.

##### 12 **6.1. Routine Maintenance**

13 The City shall complete any routine maintenance, including but not limited to visual  
14 inspections, cleanings, root control, fats, oils, and grease (FOG) control and record keeping  
15 (hereinafter "Routine Maintenance"), discovered by the Initial Video Analysis of its sanitary  
16 sewer system within 15 days of discovery. If the City fails to complete the Routine Maintenance  
17 discovered by the Initial Video Analysis of its sanitary sewer system within 15 days from the date  
18 of discovery, then the City shall pay a stipulated penalty of \$1,000 for every day that the repairs  
19 remain incomplete.

##### 20 **6.2 Condition-Based Capital Improvements**

21 The City shall analyze the Initial Video Analysis and shall prioritize projects to repair  
22 with a PACP condition grade of "4" or "5" (Condition Assessment Study). These projects shall be  
23 completed by the City and shall have completion dates consistent with the timelines pursuant to  
24 sections 6.2.1 and 6.2.2 of this Consent Judgment.

##### 25 **6.2.1. Sewer Lines Designated With A PACP Condition Grade of 5 After Initial** 26 **Video Analysis**

27 Any City sewer lines that are detected as being in need of repair by the Initial Video  
28

1 Analysis of the sanitary sewer system and designated and prioritized by the Condition  
2 Assessment Study as having a PACP repair condition grade of 5 under the NASSCO PACP  
3 grading system for condition-based capital improvements, shall be repaired within 4 years of  
4 completion of the Initial Video Analysis. If the City fails to complete repair of any sewer lines  
5 that are detected as being in need of such repairs within 4 years from the date of completion of the  
6 Initial Video Analysis, the City shall pay the appropriate Suspended Civil Liability amount as  
7 specified in sections 4.3 above and a stipulated penalty of \$1,000 for every day that the repairs  
8 remain incomplete.

9 **6.2.2 Sewer Lines Designated With A PACP Condition Grade of 4 After Initial**  
10 **Video Analysis**

11 Any City sewer lines that are detected as being in need of repair on the Initial Video  
12 Analysis of the sanitary sewer system and designated and prioritized by the Condition  
13 Assessment Study as having a PACP repair condition grade of 4 under the NASSCO PACP  
14 grading system for condition-based capital improvements, shall be repaired within 8 years of  
15 completion of the Initial Video Analysis. If the City fails to complete repairs of any sewer lines  
16 that are detected as being in need of such repairs within 8 years from date of completion of the  
17 Initial Video Analysis, the City shall pay the appropriate Suspended Civil Liability amount as  
18 specified in sections 4.3 above and a stipulated penalty of \$1,000 for every day that the repairs  
19 remain incomplete.

20 **6.3 Capacity-Based Capital Improvements**

21 The City shall analyze the Initial Video Analysis for capacity-based repair needs in its  
22 sewer system and shall identify additional improvement projects with a rating of "Severe",  
23 "High" and "Medium" (Capacity Assessment Study). These projects shall be completed by the  
24 City and shall have completion dates consistent with the timelines pursuant to sections 6.3.1 and  
25 6.3.2 of this Consent Judgment.  
26  
27  
28

1           **6.3.1. Sewer Lines Designated With a Capacity-Based Repair Rating of “Severe” or**  
2           **“High”**

3           Any City sewer lines that are detected as being in need of capacity-based repair on the  
4           Initial Video Analysis of the sanitary sewer system and designated and prioritized as having a  
5           capacity-based repair rating of severe or high for capacity-based capital improvements as  
6           identified in the Capacity Assessment Study, shall be repaired within 4 years of completion of the  
7           Initial Video Analysis. If the City fails to complete repairs of any sewer lines that are detected as  
8           being in need of such capacity-based repairs within 4 years from date of completion of the Initial  
9           Video Analysis, the City shall pay the appropriate Suspended Civil Liability amount as specified  
10          in sections 4.3 above and a stipulated penalty of \$1,000 for every day that the repairs remain  
11          incomplete.

12           **6.3.2. Sewer Lines Designated With a Capacity-Based Repair Rating of “Medium”**

13          Any City sewer lines that are detected as being in need of capacity-based repair on the  
14          Initial Video Analysis of the sanitary sewer system and designated and prioritized as having a  
15          capacity-based repair rating of medium for capacity-based capital improvements as identified in  
16          the Capacity Assessment Study, shall be repaired within 8 years of completion of the Initial  
17          Video Analysis. If the City fails to complete repairs of any sewer lines that are detected as being  
18          in need of such capacity-based repairs within 8 years from date of completion of the Initial Video  
19          Analysis, the City shall pay the appropriate Suspended Civil Liability amount as specified in  
20          sections 4.3 above and a stipulated penalty of \$1,000 for every day that the repairs remain  
21          incomplete.

22           **6.4. Modification of Initial Video Analysis Repairs**

23          If the City determines that it cannot meet the schedule for the repairs discovered in the  
24          Initial Video Analysis in sections 6.2.1, 6.2.2, 6.3.1 or 6.3.2, then it may meet and confer with the  
25          Regional Board and attempt to modify the schedule. If the parties are then unable to resolve any  
26          disputes, the City may bring a noticed motion seeking judicial relief or modification of the  
27          schedule. Any change in the timing of these repairs will not affect the City’s obligations under  
28

1 sections 5, 7.2, 7.3, 7.4 and 7.5 of this Consent Judgment. If the City fails to comply with this  
2 term of the Consent Judgment, the Regional Board may seek the Suspended Civil Liability by  
3 noticed motion as described in section 17 of this Consent Judgment, including any necessary meet  
4 and confer.

5 **7. ONGOING VIDEO ANALYSIS OF THE SEWER SYSTEM**

6 The City shall complete a video analysis of its sanitary sewer system every five years  
7 following completion of the Initial Video Analysis (Ongoing Video Analysis) until the  
8 completion of Terms 5, 6.2.1, 6.2.2, 6.3.1, 6.3.2, 7.2, 7.3, 7.4, 7.5 and 12 under this Consent  
9 Judgment. The Ongoing Video Analyses shall be conducted by individual(s) certified in the  
10 National Association of Sewer Service Companies' (NASSCO) Pipeline Assessment &  
11 Certification Program (PACP) and will use standard PACP coding and condition grading  
12 procedures. If the City fails to complete the Ongoing Video Analysis in the time stated, then the  
13 City shall pay a stipulated penalty of \$1,000 per day for each day overdue until the analysis is  
14 complete.

15 **7.1. Routine Maintenance**

16 The City shall complete Routine Maintenance discovered by the Ongoing Video Analysis  
17 of its sanitary sewer system within 15 days of discovery. If the City fails to complete the Routine  
18 Maintenance discovered by the Ongoing Video Analysis of its sanitary sewer system within 15  
19 days of the date of discovery, then the City shall pay a stipulated penalty of \$1,000 for every day  
20 that the repairs remain incomplete.

21 **7.2. Sewer Lines Designated With A PACP Condition Grade of 5 After Ongoing**  
22 **Video Analysis**

23 Any City sewer lines that are detected as being in need of repair by the Ongoing Video  
24 Analysis of the sanitary sewer system and designated and prioritized by the Condition  
25 Assessment Study as having a PACP repair condition grade of 5 under the NASSCO PACP  
26 grading system for condition-based capital improvements, shall be repaired within 4 years of  
27 entry of this Consent Judgment, or within 1 year of detection, whichever occurs later. If the City  
28



1 fails to complete repair of any sewer lines that are detected as being in need of such repairs within  
2 4 years from the date of entry of this Consent Judgment, or within 1 year of detection, the City  
3 shall pay the appropriate Suspended Civil Liability amount as specified in sections 4.3 above and  
4 a stipulated penalty of \$1,000 for every day that the repairs remain incomplete.

5 **7.3. Sewer Lines Designated With A PACP Condition Grade of 4 After Ongoing**  
6 **Video Analysis**

7 Any City sewer mains that are detected as being in need of repair by the Ongoing Video  
8 Analysis of the sanitary sewer system and designated and prioritized by the Condition  
9 Assessment Study as having a PACP repair condition grade of 4 under the NASSCO PACP  
10 grading system for condition-based capital improvements, shall be completed within 8 years of  
11 entry of this Consent Judgment, or within 2 years of detection, whichever occurs later. If the City  
12 fails to complete repairs of any sewer mains that are detected as being in need of such repairs  
13 within 8 years of entry of this Consent Judgment, or within 2 years of detection, the City shall pay  
14 the appropriate Suspended Civil Liability amount as specified in sections 4.3 above and a  
15 stipulated penalty of \$1,000 for every day that the repairs remain incomplete.

16 **7.4. Sewer Lines Designated With a Capacity-Based Repair Rating of Severe or**  
17 **High On Any Ongoing Video Analysis**

18 Any City sewer lines that are detected as being in need of capacity-based repair by the  
19 Ongoing Video Analysis of the sanitary sewer system and designated and prioritized as having a  
20 capacity-based repair rating of severe or high as identified in the Capacity Assessment Study,  
21 shall be completed within shall be repaired within 4 years of entry of this Consent Judgment, or  
22 within 1 year of detection, whichever occurs later. If the City fails to complete repairs of any  
23 sewer lines that are detected as being in need of such capacity-based repairs within 4 years of  
24 entry of this Consent Judgment, or within 1 year of detection, the City shall pay the appropriate  
25 Suspended Civil Liability amount as specified in sections 4.3 above and a stipulated penalty of  
26 \$1,000 for every day that the repairs remain incomplete.

1           **7.5. Sewer Lines Designated With a Capacity-Based Repair Rating of Medium On**  
2                           **Any Ongoing Video Analysis**

3           Any City sewer lines that are detected as being in need of capacity-based repair by the  
4 Ongoing Video Analysis of the sanitary sewer system and designated and prioritized as having a  
5 capacity-based repair rating of medium as identified in the Capacity Assessment Study, shall be  
6 completed within 8 years of entry of this Consent Judgment, or within 2 year of detection,  
7 whichever occurs later. If the City fails to complete repairs of any sewer lines that are detected as  
8 being in need of such capacity-based repairs within 8 years of entry of this Consent Judgment, or  
9 within 2 year of detection, the City shall pay the appropriate Suspended Civil Liability amount as  
10 specified in sections 4.3 above and a stipulated penalty of \$1,000 for every day that the repairs  
11 remain incomplete.

12           **7.6. Modification of Ongoing Video Analysis Repairs**

13           If the City determines that it cannot meet the schedule for the repairs discovered by the  
14 Ongoing Video Analysis in sections 7.2, 7.3, 7.4 and 7.5, then it may meet and confer with the  
15 Regional Board and attempt to modify the schedule. If the parties are then unable to resolve any  
16 disputes, the City may bring a noticed motion seeking judicial relief or modification of the  
17 schedule. Any change in the timing of these repairs will not affect the City's obligations under  
18 sections 5, 6.2.1, 6.2.2, 6.3.1 and 6.3.2 of this Consent Judgment. If the City fails to comply with  
19 this term of this Consent Judgment, the Regional Board may seek the suspended civil penalty by  
20 noticed motion as described in section 17 of this Consent Judgment, including any necessary meet  
21 and confer.

22           **8. STRATEGIC ASSET MANAGEMENT SYSTEM**

23           The City shall implement a Strategic Management System to prioritize repairs and/or  
24 replacements using a risk-based decision making approach. However, the use of the Strategic  
25 Asset Management System shall not change any completion dates in sections 5, 6.2.1, 6.2.2, 6.3.1  
26 and 6.3.2, 7.2, 7.3, 7.4 and 7.5 above.

1           **9. SUBMITTAL OF QUARTERLY REPORTS**

2           The City shall submit quarterly reports to the Regional Board with the most up-to-date  
3 information on the progress the City is making on the Pipe Capacity and Structural Improvement  
4 Projects, Initial Video Analysis, Ongoing Video Analysis and any maintenance or repairs  
5 pursuant to sections 6, 6.1, 6.2.1, 6.2.2, 6.3.1, 6.3.2, 7, 7.1, 7.2, 7.3, 7.4 and 7.5 of this Consent  
6 Judgment. The quarterly reports shall also include the most up to date information on the  
7 implementation of the City's FOG control program, hot spot program, and root control program  
8 pursuant to sections 13, 14 and 15 below, and Strategic Asset Management System. These  
9 quarterly reports shall be due on February 1, May 1, August 1, and November 1 of each year  
10 following entry of this Consent Judgment. If the City fails to submit the quarterly reports to the  
11 Regional Board on or before the dates listed in this section, then the City shall pay a stipulated  
12 penalty of \$1,000 per day that any quarterly reports are overdue.

13           **10. REPORTS ON COMPLETED PROJECTS**

14           When the City has completed any phases of work on the Pipe Capacity and Structural  
15 Improvement Projects, it shall submit a report to the Regional Board that shall state the phase of  
16 work that has been completed (Capacity and Structural Projects Completion Report). The  
17 Regional Board shall have 90 days to review any Capacity and Structural Projects Completion  
18 Report. If the Regional Board finds that any of the work listed in the Capacity and Structural  
19 Projects Completion Report is incomplete, or any work required by this judgment to be in the  
20 Capacity and Structural Projects Completion Report is incomplete, then the Regional Board shall  
21 inform the City within those 90 days and shall meet and confer regarding what work is  
22 outstanding. The City shall not be required to pay any Suspended Civil Liability or stipulated  
23 penalty amount during the 90 days that the Regional Board is reviewing any Capacity and  
24 Structural Projects Completion Report. If a dispute regarding whether or not the City has  
25 completed its Gravity System Capacity and Structural Improvement Projects remains following  
26 the meet and confer, then the Regional Board shall seek any Suspended Civil Liability pursuant to  
27 the procedures set forth in section 17 of this Consent Judgment.  
28

1           **10.1 Reports On Completed Video Analyses, Maintenance And Repairs**

2           When the City has completed any video analysis, maintenance or repairs pursuant to  
3 sections 6, 6.2.1, 6.2.2, 6.3.1, 6.3.2, 7, 7.2, 7.3, 7.4 and 7.5 of this Consent Judgment, it shall  
4 submit a report to the Regional Board that shall state what work has been completed (Video and  
5 Maintenance Completion Reports). Any Routine Maintenance pursuant to sections 6.1 or 7.1 of  
6 this Consent Judgment shall not be subject to any Video and Maintenance Completion Reports.  
7 The Regional Board shall have 90 days to review any Video and Maintenance Completion  
8 Reports. If the Regional Board finds that any of the work required by sections 6, 6.2.1, 6.2.2,  
9 6.3.1, 6.3.2, 7, 7.2, 7.3, 7.4 and 7.5 of this Consent Judgment and contained in any Video and  
10 Maintenance Completion Report is incomplete, then the Regional Board shall inform the City  
11 within those 90 days and shall meet and confer regarding what work is outstanding. The City  
12 shall not be required to pay any Suspended Civil Liability or stipulated penalty amount during the  
13 90 days that the Regional Board is reviewing any Video and Maintenance Completion Report. If  
14 a dispute regarding whether or not the City has completed any of the work contained in any Video  
15 and Maintenance Completion Report following the meet and confer, then the Regional Board  
16 shall seek any Suspended Civil Liability or stipulated penalty pursuant to the procedures set forth  
17 in section 17 of this Consent Judgment.

18           **11. ASSET MANAGEMENT SOFTWARE PROGRAM**

19           As an enhanced compliance project, the City shall acquire a subscription to, and enter into  
20 an agreement for, an asset management software program for its sewer system within 120 days of  
21 entry of this Consent Judgment (Enhanced Compliance Project). If the City fails to complete its  
22 Enhanced Compliance Project within 120 days of entry of this Consent Judgment, the City shall  
23 pay a stipulated penalty of \$1,000 per day that the Enhanced Compliance Project is incomplete.

24           **12. FLOW AND CAPACITY STUDY**

25           The City shall complete a System Flow Monitoring and Capacity Analysis, which shall  
26 include flow monitoring during two rainy seasons following completion of the projects identified  
27 in section 5 above. If the City does not complete this study within 13 years of entry of this  
28

1 Consent Judgment, then the City shall pay a stipulated penalty of \$1,000 per day that the study is  
2 incomplete.

3 **13. FATS OILS AND GREASE CONTROL PROGRAM**

4 The City shall continue to implement its FOG control program, attached hereto as Exhibit  
5 C. If the City fails to continue the implementation of its FOG control program after 30 days of  
6 entry of this Consent Judgment, then the City shall pay a stipulated penalty of \$1,000 for every  
7 day that it fails to continue to implement the program.

8 **14. HOT SPOTS**

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

17 **15. ROOT CONTROL PROGRAM**

18 The City shall implement a root control program. If the City fails to implement a root  
19 control program after 30 days of entry of this Consent Judgment, then the City shall pay a  
20 stipulated penalty of \$1,000 for every day that it fails to implement the program.

21 **16. STAFF TRAINING**

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

1           **17.       ENFORCEMENT AND PENALTIES**

2           **17.1.    Procedure**

3           The Regional Board may move this Court to enforce any provision of this Consent  
4 Judgment and to award other appropriate relief, including penalties for violations of sections 4  
5 through 15 above, by serving and filing a regularly noticed motion in accordance with Code of  
6 Civil Procedure section 1005 (Enforcement Motion). The City may file an opposition, and the  
7 Regional Board may file a reply, both also in accordance with Code of Civil Procedure section  
8 1005. At least ten (10) business days before filing an Enforcement Motion under this Consent  
9 Judgment, the Regional Board must meet and confer with the City to attempt to resolve the matter  
10 without judicial intervention. To ensure that the “meet and confer” is as productive as possible,  
11 the Regional Board will identify, as specifically as the available information allows, the specific  
12 instances and dates of non-compliance and the actions that the Regional Board believes the City  
13 must take to remedy that non-compliance.

14           **18.       FORCE MAJEURE**

15           **18.1.**    Any event (which may include an act or an omission) that is beyond the City’s  
16 control and that prevents the City from timely performing any obligation under this Consent  
17 Judgment, despite the City’s reasonable best efforts, is a “Force Majeure” event. Force Majeure  
18 does not include the City’s financial inability to fund or complete the obligation or circumstances  
19 that the City could have avoided if it had complied with preventative requirements imposed by  
20 law, regulation or ordinance.

21           **18.2.**    If any Force Majeure event occurs that may prevent or delay the City’s  
22 performance of any obligation under this Consent Judgment, within ten (10) business days of  
23 when the City first receives reasonable notice of the event, it shall provide to the Regional Board  
24 a written explanation and description of the event; the anticipated duration of any delay; all  
25 actions the City has taken or will take to prevent or minimize the delay or other noncompliance  
26 and a schedule of such actions; and the rationale for categorizing the event as a Force Majeure. In  
27  
28

1 addition, the City shall provide all available non-privileged, material, factual documentation  
2 supporting a Force Majeure claim.

3       **18.3.** Within fourteen (14) days of receiving the notice set forth in section 18.2, the  
4 Regional Board shall notify the City in writing whether it agrees with its assertion of Force  
5 Majeure. If the Regional Board agrees that the prevention of performance or anticipated  
6 prevention of performance or delay or anticipated delay is attributable to Force Majeure, the  
7 City's performance will be excused to such degree as the Regional Board and the City agree, or  
8 the time for performance of its obligations under this Consent Judgment that are affected by Force  
9 Majeure will be excused to such degree, or extended for such time, as the Regional Board and the  
10 City agree is necessary to complete those obligations.

11       **18.4.** If the City and the Regional Board disagree about the existence or effect of Force  
12 Majeure, either the City or the Regional Board may petition the Court to resolve the dispute. If  
13 either the City or the Regional Board petitions the Court to resolve the Force Majeure dispute, it  
14 will neither preclude nor prejudice the Regional Board from bringing a motion to enforce the  
15 Consent Judgment as provided in this Consent Judgment, nor will it preclude nor prejudice the  
16 City's ability to oppose such a motion. Alternatively, the City may raise Force Majeure as a  
17 defense to a motion to enforce. In all instances, the City shall have the burden of proof to  
18 demonstrate Force Majeure.

19       **19.       SEWER SYSTEM MANAGEMENT PLAN (SSMP)**

20       The City shall update its SSMP within 90 days of entry of this Consent Judgment (Initial  
21 Update). Further, the City shall update its SSMP every 5 years following that Initial Update. The  
22 City shall pay a stipulated penalty of \$1,000 for every day following 90 days of entry of this  
23 Consent Judgment that the SSMP is not updated. Further, the City shall pay a stipulated penalty  
24 of \$1,000 for every day that the SSMP is not updated following 5 years of that Initial Update.

25       **20.       PUBLIC COMMENT**

26       The Parties agree and acknowledge that the Regional Board's final approval of this Consent  
27 Judgment is subject to the requirements of notice and comment pursuant to federal and state  
28

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

11 **21. NOTICE**

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

13 For the Regional Board:

14 Hugh Marley  
15 Los Angeles Regional Water Quality Control Board  
16 320 West Fourth Street, Suite 200  
Los Angeles, California 90013

17 Noah Golden-Krasner  
18 Deputy Attorney General  
19 Office of the Attorney General  
300 South Spring Street, Suite 1702  
20 Los Angeles, California 90013

21 For the City: Daren Grilley, Public Works Director  
22 City of San Gabriel  
23 P. O. Box 130  
San Gabriel CA 91778-0130

24 Robert L. Kress, City Attorney  
25 City of San Gabriel  
26 7475 Brydon Rd  
La Verne CA 91750  
27  
28



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

7 **22. CONSENT TO INSPECTION OF FACILITIES AND DOCUMENTS**

8 **22.1. Documents**

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

15 **22.2. Facilities**

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

20 **23. NECESSITY FOR WRITTEN APPROVALS**

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

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**24. EFFECT OF JUDGMENT**

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

**25. LIABILITY OF REGIONAL BOARD**

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

**26. NO WAIVER OF RIGHT TO ENFORCE**

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

**27. FUTURE REGULATORY CHANGES**

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

**28. APPLICATION OF CONSENT JUDGMENT**

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

1           **29. AUTHORITY TO ENTER CONSENT JUDGMENT**

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

5           **30. RETENTION OF JURISDICTION**

6           **30.1**     The Parties agree that this Court has exclusive jurisdiction to interpret and enforce  
7           the Consent Judgment. The Court shall retain continuing jurisdiction to enforce the terms of this  
8           Consent Judgment and to address any other matters arising out of or regarding this Consent  
9           Judgment. The Parties shall meet and confer prior to the filing of any motion relating to this  
10          Consent Judgment, including any Enforcement Motion pursuant to section 17 above, and shall  
11          negotiate in good faith in an effort to resolve any dispute without judicial intervention.

12          **30.2**     This Consent Judgment shall go into effect immediately upon entry thereof. Entry  
13          is authorized by Stipulation of the Parties upon filing.

14          **31. PAYMENT OF LITIGATION EXPENSES AND FEES**

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

17          **32. INTERPRETATION**

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

21          **33. COUNTERPART AND FACSIMILE SIGNATURES**

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

25          **34. INTEGRATION**

26          This Consent Judgment constitutes the entire agreement between the Parties and may not be  
27          amended or supplemented except as provided for in the Consent Judgment.  
28



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

4 Dated: November 20, 2015

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

7  
8  
9 APPROVED AS TO FORM:

10 Dated: November 20, 2015

11 KAMALA D. HARRIS  
Attorney General of the State of California  
12 GARY E. TAVETIAN,  
Supervising Deputy Attorney General  
13 NOAH GOLDEN-KRASNER,  
DEPUTY ATTORNEY GENERAL

14  
15  
16 NGK  
Noah Golden-Krasner  
Deputy Attorney General  
Attorney for Plaintiff  
17 Regional Water Quality Control Board,  
18 Los Angeles Region  
19

20 IT IS HEREBY ORDERED: MAR 18 2016

21 Entered this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**DEBORAH HILL**

22  
23  
24 Judge of the Superior Court of Los Angeles County  
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# Exhibit A

**Exhibit A**  
City of San Gabriel  
Sanitary Sewer Overflows

CIWQS Event ID	SSO Category	Start Date	SSO Address	Impacted Surface Water	Volume of SSO (gallons)
650873	Category 3	04/09/07	Manhole 570	None	350
654240	Category 3	06/12/07	500 Block of W. Valley Blvd.	None	10
711718	Category 1	01/12/08	1039-1045 E. Valley Blvd.	Rubio Wash	500
719007	Category 3	06/04/08	Hermosa Dr. & San Marino Ave.	None	150
749817	Category 3	02/08/10	Del Mar Av. & Hermosa Dr.	None	40
749818	Category 3	02/09/10	5818 Charlotte Ave.	None	100
773585	Category 2	05/15/11	117 W. Norwood St.	None	100
776380	Category 2	05/15/11	117 Norwood Pl.	None	100
776382	Category 2	06/21/11	King St.	None	30
773593	Category 2	09/21/11	121 East Valley Blvd.	None	100
785377	Category 2	08/21/12	Bridge St. n/o Las Tunas Dr.	Alhambra Wash	300
788194	Category 2	11/16/12	Valley Blvd. and Manley Dr.	Alhambra Wash	70
789639	Category 1	01/02/13	South Del Mar Ave. and Wells St.	Alhambra Wash	2250
798910	Category 3	08/19/13	5818 Charlotte Ave.	None	500
806995	Category 2	09/06/13	NE Corner of Del Mar Ave. & Hermosa Dr.	None	1100
802134	Category 1	12/23/13	864 Commercial Ave.	Rubio Wash	1750
807865	Category 3	06/27/14	701 Montecito Dr.	None	900
808899	Category 3	07/20/14	702 Montecito Dr.	None	720
			<b>Total =</b>		<b>42,070 gals.</b>

# **Exhibit B**



**Exhibit B**  
Pipe Capacity and Structural Improvement Projects

Phase	Street Name	Section (MH# to MH#)	Length (LF)	Primary Deficiency	Ranking	Due Date
1	Dewey Ave./Brighton St.	866-861	287	Capacity	Low	12/31/2020
		861-860	446	Capacity	High	
		860-859B	269	Capacity	High	
		859B-859A	147	Capacity	High	
		859-108	351	Capacity	High	
		108-858	527	Capacity	High	
		858-862	677	Capacity	High	
		1079-1080	116	Structural	Med	
		1080-1081	257	Structural	Med	
1	San Gabriel Blvd. Upgrade Dewey Ave. to Wells St.	862-917	520	Capacity	High	12/31/2020
		917-856	516	Capacity	High	
		856-849	84	Capacity	High	
		849-778	326	Capacity	High	
		778-777	400	Capacity	High	
		777-776	400	Capacity	High	
		776-775	411	Capacity	High	
1	San Gabriel Blvd Upgrade Wells St. to Angeleno Ave.	775-774	252	Capacity	High	12/31/2020
		774-773	390	Capacity	High	
		773-772	335	Capacity	High	
		772-771	335	Capacity	High	
		771-770	335	Capacity	High	
		770-286	335	Capacity	High	
		286-472	392	Capacity	High	
		472-265	269	Capacity	High	
		265-425	514	Capacity	High	
		425-417	390	Capacity	High	

Phase	Street Name	Section (MH# to MH#)	Length (LF)	Primary Deficiency	Ranking	Due Date
		417-320	360	Capacity	High	
		320-329	340	Capacity	High	
1	Del Mar Ave. Upgrade Bencamp St. to Chestnut Ave.	866-731	284	Capacity	Low	12/31/2020
		731-730	373	Capacity	High	
		730-729A	39	Capacity	High	
		729A-729B	72	Capacity	High	
		729B-729	379	Capacity	High	
		729-518	352	Capacity	High	
		518-516	321	Capacity	High	
		516-514	326	Capacity	High	
		514-728	356	Capacity	High	
		728-727	24	Capacity	High	
		727-445	422	Capacity	Medium	
1	Walnut St./Lafayette St.	408-277	330	Capacity	Medium	12/31/2020
1	Las Tunas Dr.	1194-1195	355	Capacity	Medium	12/31/2020
		1195-1196	224	Capacity	Medium	
			5500	Structural	Medium	
2	Stuhr Dr./Arroyo Dr./ Santa Anita St./McGroarty St.	230B-230A	250	Capacity	Medium	12/31/2025
		230-229R	343	Capacity	Medium	
		229R-228R	315	Capacity	High	
		228R-227R	563	Capacity	High	
		227R-226R	105	Capacity	High	
		226R-225A	314	Capacity	High	
		225R-225R	423	Capacity	High	
		225R-224	148	Capacity	High	
		224-223	278	Capacity	High	
		223-222A	81	Capacity	High	

Phase	Street Name	Section (MH# to MH#)	Length (LF)	Primary Deficiency	Ranking	Due Date
		222A-222	199	Capacity	High	
		222-558	754	Capacity	Medium	
		558-557	370	Capacity	Medium	
		556-644	268	Capacity	High	
		644-562	300	Capacity	High	
		562-645	161	Capacity	High	
		645-646	201	Capacity	High	
		646-658	292	Capacity	High	
		658-502	188	Capacity	High	
		502-501	402	Capacity	High	
		501-500	400	Capacity	High	
		500-499	400	Capacity	High	
		499-498	380	Capacity	Medium	
		446-490	305	Capacity	High	
		490-913	384	Capacity	High	
		740-741	485	Capacity	High	
		741-745	623	Capacity	High	
		745-746	434	Capacity	High	
		746-747	430	Capacity	High	
2	West of Del Mar Ave. (backyard sewers)	569-701	155	Capacity	High	12/31/2025
		701-721	381	Capacity	High	
		721-722	360	Capacity	High	
		722-723	360	Capacity	High	
		723-429	43	Capacity	High	
		429-433	283	Capacity	High	
		433-724	35	Capacity	High	
		724-725	454	Capacity	High	
		725-726A	497	Capacity	High	
		726A-726	285	Capacity	High	

Phase	Street Name	Section (MH# to MH#)	Length (LF)	Primary Deficiency	Ranking	Due Date
		726-415A	153	Capacity	High	
		415A-445	126	Capacity	High	
2	Clary Ave./San Marino Ave.	622-643	265	Capacity	Medium	12/31/2025
2	Santa Anita St./Broadway/Clary Ave.	650-649A	397	Capacity	Medium	12/31/2025
		649A-649	106	Capacity	Medium	
2	Valley Blvd.	854 - 855	350	Structural	TBD	12/31/2025
2	Country Club Dr.	621-194	188	Structural	TBD	12/31/2025
		194-193	400	Structural	TBD	
		193-192	325	Structural	TBD	
		192-191	347	Structural	TBD	
		191-190	362	Structural	TBD	
		190-189	360	Structural	TBD	
		189-188	360	Structural	TBD	
		188-187	345	Structural	TBD	
2	Sewer Manhole Rehabilitation Project	N/A				12/31/2025

# **Exhibit C**

**ORDINANCE NO. 605-C.S.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN GABRIEL, CALIFORNIA AMENDING CHAPTERS 11.03, "AUTHORITY AND FINES," AND 51.01, "DEFINITIONS," AND ADDING CHAPTER 51.60, "PREVENTION AND REDUCTION OF FATS, OILS, AND GREASE DISCHARGES BY FOOD SERVICE ESTABLISHMENTS" TO THE SAN GABRIEL MUNICIPAL CODE.**

**WHEREAS**, on May 2, 2006, the State Water Resources Control Board adopted Statewide Waste Discharge Requirements (WDR) pertaining to the operation of public sanitary sewer systems; and

**WHEREAS**, the City of San Gabriel owns and operates a sewer collection system and is therefore subject to the Statewide WDR; and

**WHEREAS**, the purpose of the WDR is to minimize the release of untreated or partially untreated wastewater to streets, properties and receiving waters, thereby reducing the human health risks and environmental hazards associated with such discharges; and

**WHEREAS**, sewer system blockages caused by fats, oils and grease (FOG) are a major cause of sewer overflows in many public sanitary sewer systems and are the primary cause of sewer overflows in San Gabriel; and

**WHEREAS**, the WDR requires the City implement a FOG control program, including establishing the legal authority to control and reduce the discharge of FOG into the sewer system; and

**WHEREAS**, the City Council of the City of San Gabriel desires to reduce the introduction and accumulation of FOG into the public sewer collection system, thereby reducing the potential for sanitary sewer overflows.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN GABRIEL DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** The following definitions are hereby added to Chapter 51.01 of the San Gabriel Municipal Code:

***BEST MANAGEMENT PRACTICES*** means any program, technology, process, criteria, operational methods, schedules of activities, prohibitions of practices, or engineered systems, which have been determined to prevent or reduce the discharge of FOG to the Sewer System to the maximum extent practicable.

**CHANGE IN OPERATIONS** means any change in ownership, food types, or operational procedures that have the potential to increase the amount of FOG generated or discharged by a Food Service Establishment and may cause or create a potential for sanitary sewer overflows.

**DIRECTOR** means the Public Works Director, or his/her duly authorized representative.

**FATS, OILS AND GREASE ("FOG")** means any substance such as a vegetable or animal product that is used in, or is a byproduct of, the cooking or food preparation process, and that turns or may turn viscous or solidifies with a change in temperature or other conditions.

**FOOD SERVICE ESTABLISHMENT** means any room, building, or place or portion thereof, located within the boundaries of the City of San Gabriel, which is maintained, used or operated by any profit or nonprofit entity engaged in activities of storing, preparing, serving, manufacturing, packaging, transporting, salvaging or otherwise handling and distributing food and beverages (including prepackaged items) for the purpose of making food available for consumption by the public, and include, but are not limited to, facilities such as restaurants, commercial kitchens, lunch counters, refreshment stands, bars, hotels, schools, hospitals, convalescent homes, health care institutions, community centers, clubhouses, and fire stations. These establishments use one (1) or more of the following food preparation activities: cooking by frying (all methods), baking (all methods), grilling, sautéing, rotisserie cooking, broiling (all methods), boiling, blanching, roasting, toasting, or poaching. Also included are infrared heating, searing, barbecuing, and any other food preparation activity that produces a hot, non-drinkable food product in or on a receptacle that requires washing.

**GREASE INTERCEPTOR** means a multi-compartment device constructed in different sizes and generally required to be located, according to the most recent edition of the California Plumbing Code, underground between a Food Service Establishment and the connection to the sewer system. These devices primarily use gravity to separate and eliminate FOG from the wastewater discharged from a facility.

**GREASE TRAP** means a grease control device located under sink fixtures, which is designed to have limited effect, and is used to serve up to four (4) individual fixtures in those cases where the use of a grease interceptor or other pretreatment device is determined to be impossible or impracticable.

**NPDES** means the National Pollutant Discharge Elimination System; the permit issued to control the discharge of liquids or other substances or solids to surface waters of the United States as detailed in Public Law 92-500, section 402.

**SEWER SYSTEM** means the network of pipes, manholes, pumps, wells and siphons owned or operated by the City.

**PRETREATMENT DEVICE** means any grease interceptor, grease trap, clarifier or other equipment, device or process, which attaches to, or is applied to, wastewater plumbing fixtures and lines, the purpose of which is to trap, treat or collect FOG from a waste stream prior to it being discharged into the sanitary sewer system; it may include any other proven method to separate and remove FOG subject to the approval of the Director.

**SECTION 2.** Sections 51.60 through 51.68 are hereby added to Title V of the San Gabriel Municipal Code to read as follows:

**§ 51.60 - PREVENTION AND REDUCTION OF FATS, OILS, AND GREASE DISCHARGES BY FOOD SERVICE ESTABLISHMENTS**

- 51.61 - FOG discharge prohibition.
- 51.62 - Best management practices required.
- 51.63 - FOG pretreatment required.
- 51.64 - Required maintenance of pretreatment devices.
- 51.65 - Record maintenance required.
- 51.66 - Inspection and right of entry.
- 51.67 - Notice of noncompliance.
- 51.68 - Recovery of imposed fines or penalties.

**§ 51.61 - FOG DISCHARGE PROHIBITION.**

It is unlawful for any Food Service Establishment to discharge FOG into the sanitary sewer or allow, cause, or contribute to, the discharge of FOG into the sanitary sewer in any manner that is in violation of any condition set forth in this chapter.

**§ 51.62 - BEST MANAGEMENT PRACTICES REQUIRED.**

Every Food Service Establishment shall develop and implement a program for the control of FOG in its operation in order to minimize the discharge of FOG to the



sanitary sewer. Such program must include the implementation of best management practices. Best Management Practices shall include, at a minimum, installation of drain screens, segregation and collection of waste cooking grease, proper disposal of food waste into trash receptacles and not in sinks, maintenance of kitchen exhaust filters, employee training program on proper disposal of food waste and grease, and kitchen signage.

All Food Service Establishments shall provide employee training within 180 days of the effective date of the Ordinance adopting this Chapter, to all new employees within ten days of their employment, and to all employees twice each calendar year, on the Best Management Practices including but not limited to the following subjects:

1. How to "dry wipe" pots, pans, dishware, and work area before washing to remove grease.
2. How to properly dispose of food waste and solids in enclosed plastic bags prior to disposal in trash bins or containers to prevent leaking and odors.
3. The location and use of absorption products to clean under fryer baskets and other locations where grease may be spilled or dripped.
4. How to properly dispose of grease or oils from cooking equipment into a grease receptacle such as a barrel or drum without spilling.

Training shall be documented and employee signatures retained indicating each employee's attendance and understanding of the practices reviewed. Training records shall be available for review upon request by the City.

A written copy of the best management practices program must be submitted to the Director. If, in the opinion of the Director, the Food Service Establishment continues to adversely impact the Sewer System, the Director may require additional FOG pretreatment.

#### **§ 51.63 - FOG PRETREATMENT REQUIRED.**

A. Application of Requirements. The requirements of this section shall apply to:

1. All new Food Service Establishments including, but not limited to, restaurants, cafeterias, hotels, motels, hospitals, nursing homes, schools, grocery stores, caterers, manufacturing plants and any other dischargers who introduce FOG into the sanitary sewer;

2. Any existing Food Service Establishment upon the sale or transfer of operational control thereof; and
3. Any existing Food Service Establishment upon renovation of the plumbing system or addition of any equipment that may increase discharge of FOG to the Sewer System, regardless of valuation; or any material renovation of the establishment with a building permit valuation of fifty thousand dollars (\$50,000.00) or more; and
4. Any existing Food Service Establishment, which has caused or contributed to a grease-related blockage in the sanitary sewer, or which, based on inspection or sampling, has been determined by the Director to be discharging FOG in significant quantities sufficient to adversely impact the sanitary sewer.

- B. Grease Interceptor Requirement. All Food Service Establishments specified in subsection A. of this section shall install, operate and maintain an approved type, adequately sized and readily accessible grease interceptor necessary to maintain compliance with the requirements of this chapter. Grease interceptor sizing and installation shall meet the minimum standards of the most recent edition of the California Plumbing Code. Grease interceptors shall have a minimum of two (2) compartments with fittings designed for grease retention and shall be constructed and installed in accordance with the San Gabriel Municipal Code, subject to the review and approval of the Director and the Building Official.
- C. Variance of Grease Interceptor Requirement. A Food Service Establishment may obtain a variance from the grease interceptor requirement, if a request is submitted in writing to the Director, to allow the installation and maintenance of an alternative pretreatment device in lieu of a grease interceptor provided that such alternative pretreatment device is equally as effective in controlling the FOG discharge. Alternative pretreatment devices, including, but not limited to, grease traps and other separation and holding devices, must be appropriately sized and approved by the Director and the Building Official. The Food Service Establishment must demonstrate to the satisfaction of the Director that the grease interceptor installation and operation is physically not feasible or not warranted to fulfill discharge requirements at the site and that the alternative pretreatment device is equivalent to a grease interceptor in controlling the Food Service Establishment's FOG discharge.
- D. Conditional Waiver of Interceptor Requirement. An existing Food Service Establishment may obtain a conditional waiver from installing a grease interceptor if the Food Service Establishment can demonstrate to the satisfaction of the Director that it has a negligible FOG discharge and an

insignificant impact on the Sewer System. Any waiver granted by the Director shall be voided by the Food Service Establishment making changes in its operations that significantly affect FOG discharge, including, but not limited to, changes in food preparation activities, renovations of the plumbing system, and increased discharges to the Sewer System. The waiver shall remain valid until the expiration date specified in the waiver, provided that the Food Service Establishment remains in compliance with the waiver's terms and conditions. A waiver may be revoked at any time when any of the terms and conditions for its issuance is not satisfied or if the justification for the waiver no longer exists.

- E. Sanitary Fixtures. Toilets, urinals, and other similar sanitary fixtures shall not discharge through the grease interceptor unless specifically approved, in writing, by the Director.

#### **§ 51.64 - REQUIRED MAINTENANCE OF PRETREATMENT DEVICES.**

- A. All pretreatment devices shall be maintained in efficient operating condition at all times by periodic removal of the full contents of such devices, which includes wastewater, accumulated FOG, floating materials, sludge and solids. The maintenance frequency shall be adequate to comply with the design capacity of the pretreatment device. In maintaining the pretreatment device, the owner shall be responsible for the proper removal and disposal, by appropriate means, of the captured material and shall maintain records of the dates, amounts and means of disposal, all of which is subject to review by the Director.
- B. Grease interceptors shall be fully pumped out and cleaned at a frequency such that the combined FOG and solids accumulation does not exceed twenty-five (25) percent of the total hydraulic capacity of the grease interceptor calculated by volume or depth, whichever is more stringent. At the minimum, all grease interceptors shall be maintained not less than once every six (6) months. Grease interceptors shall be fully pumped out and cleaned quarterly when the maintenance frequency has not been established. The Director may change the maintenance frequency at any time to reflect changes in actual operating conditions in accordance with the requirements of this chapter. If the grease interceptor, at any time, contains FOG and solids accumulation that does not meet the requirements of this chapter, the Food Service Establishment shall be required to have the grease interceptor serviced immediately such that all fats, oils, grease, sludge, and other materials are completely removed from the grease interceptor.

- C. Additives that reduce FOG, such as bacteria, may be used in addition to the regular maintenance program for grease interceptors, but shall not impinge on grease interceptor sizing or maintenance frequency. The use of additives is subject to approval by the Director. The introduction of emulsifying agents, such as chemicals or solvents, either directly or indirectly into the grease interceptor, other than what is considered typical business operational practices such as dishwashing or sanitation, is strictly prohibited.
- D. Wastewater, accumulated FOG, floating materials, sludge solids, and other waste materials removed from the grease interceptor shall be properly disposed off site by waste haulers in accordance with federal, state and local laws. All pumping of grease pretreatment facilities and tallow bin hauling by private contractors must be tracked by a manifest to confirm the pumping and hauling of waste. Food service establishments are required to obtain and maintain a copy of the waste hauler's documentation which must include:
  - 1. The name and address of the hauling company;
  - 2. The name and signature of operator performing the pump out;
  - 3. Documentation of full pump out with volume of water and FOG removed (e.g., one thousand five hundred (1,500) gallons);
  - 4. Documentation of the level of floating FOG and settleable solids;
  - 5. Documentation of any repairs to the grease interceptor; and
  - 6. Identification of the facility where the waste hauler is planning to dispose of the waste.

#### **§ 51.65 - RECORD MAINTENANCE REQUIRED.**

Every Food Service Establishment shall maintain a compliance record of all manifests, receipts and invoices of all cleaning, maintenance, grease removal from pretreatment devices, hauling and disposal of waste, and cleaning of pretreatment facilities, such as grease traps, by facility employees. The compliance record must log the date and time of cleaning, the name of the employee who performed the cleaning, and the volume removed. All compliance records must be retained on site by the Food Service Establishment for a period of not less than three (3) years. The Food Service Establishment shall, upon request, make the compliance record available to the Director.

#### **§ 51.66 - INSPECTION AND RIGHT OF ENTRY.**

- A. When required for the purposes of this chapter, the Food Service Establishment shall provide, operate and maintain safe and accessible

monitoring facilities (such as a suitable sampling port or manhole) at all times to allow observation, inspection, sampling and flow measurement of the building sewer or internal drainage systems. There shall be ample room in or near such monitoring facility to allow accurate sampling and preparation of samples for analysis.

- B. Persons authorized by the Director may inspect and sample the wastewater discharges of any Food Service Establishment to ascertain whether the conditions of this chapter are being met and the discharger is complying with all requirements. Such authorized persons shall have access to any Food Service Establishment premises, during normal business hours, for purposes of inspecting the Food Service Establishment's grease interceptor or pretreatment devices, reviewing the manifests, receipts and invoices relating to the cleaning and maintenance of pretreatment devices, and allow observation, inspection, sampling and flow measurement of the building sewer or internal drainage systems, in accordance with this chapter.

#### **§ 51.67 - NOTICE OF NONCOMPLIANCE.**

- A. In the event that the Director determines that a Food Service Establishment is not in compliance with any condition of this chapter, or the terms, conditions and limitations of any waiver or agreement between the City and the Food Service Establishment with respect to the discharge of FOG into the sanitary sewer, the Director may issue a notice of noncompliance, whereby the Food Service Establishment shall comply with all directives, conditions and requirements therein within the time prescribed by the notice. Such notice may contain terms and conditions including, but not limited to, installation of pretreatment devices and grease interceptors, payment of noncompliance charges, submittal of drawings or technical reports, limits on rate and time of discharge, or any other provisions to ensure compliance with this chapter.
- B. Any Food Service Establishment determined to be in noncompliance with the terms and conditions of this chapter, or the terms and conditions of any waiver or agreement between the City and the Food Service Establishment, may be required to pay a Noncompliance Charge. The Noncompliance Charge shall be determined by the Director on a case-by-case basis to compensate the City for estimated and actual costs of additional inspection and follow-up, sampling, monitoring, laboratory analysis, treatment, disposal, administrative processing incurred, and any fines imposed on the City by other regulatory agencies as a result of such noncompliance.

## **§ 51.68 - RECOVERY OF IMPOSED FINES OR PENALTIES.**

In the event that the City is subject to the payment of fines or penalties pursuant to the legal authority and actions of other regulatory or enforcement agencies based on a violation of law or regulation or its permits, and said violation can be established by the City, as having been caused by the discharge of any Food Service Establishment which is in violation of any provision of this chapter, the City shall then be entitled to recover from the Food Service Establishment all costs and expenses, including, but not limited to, the full amount of said fines or penalties to which it has been subjected.

**SECTION 3.** Chapter 11.03 of the San Gabriel Municipal Code is hereby revised to read as follows:

### **§ 11.03 AUTHORITY AND FINES.**

(A) Any person or entity violating any provision of the San Gabriel Municipal Code may be issued an administrative citation by an enforcement officer as provided in this chapter. A violation of this Code includes, but is not limited to, all violations of the Municipal Code and any codes adopted by reference by the City Council, including State Codes, County Codes and Uniform Codes.

(B) Every violation of a provision of this code shall be subject to a civil fine. The provisions of this section are in addition to all other legal remedies, criminal or civil, which may be pursued by the city. Violations of this chapter alone may not be prosecuted as criminal violations.

(C) Issuance of administrative citations and fines to persons will be issued after non-compliance with a notice of violation or to a repeat offender of the same offense within a 12-month period.

(D) Each and every day a violation of the Code exists constitutes a separate and distinct offense.

(E) A civil fine shall be assessed by means of an administrative citation issued by the Enforcement Officer and shall be payable directly to the city or designated agent.

(F) Except in the case of administrative citations issued for violations of the local building and safety codes or ordinances contained in Sections 51.60

through 51.68 of Title V Public Works, fines shall be assessed in the amounts specified by resolution of the City Council, or where no amount is specified:

(1) A fine not exceeding \$100 for a first violation;

(2) A fine not exceeding \$200 for a second violation of the same ordinance within one year from the date of the first violation;

(3) A fine not exceeding \$500 for each additional violation of the same ordinance within one year from the date of the first violation.

(G) In the case of administrative citations issued for violations of local building and safety codes or ordinances contained in Sections 51.60 through 51.68 of Title V Public Works, fines shall be assessed in the amounts:

(1) A fine not exceeding \$100 for a first violation;

(2) A fine not exceeding \$500 for a second violation of the same ordinance within one year from the date of the first violation;

(3) A fine not exceeding \$1,000 for each additional violation of the same ordinance within one year of the first violation.

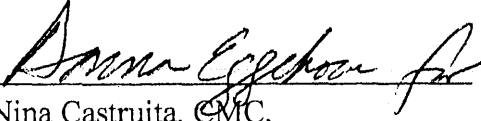
(H) Administrative costs may be assessed when a violation has occurred and compliance has not been achieved within the time specified in the compliance order. The administrative costs include any and all costs incurred by the city as well as, but not limited to, costs of investigation, staffing costs incurred in preparation for the hearing and for the hearing itself, attorney fees and costs for all re-inspections necessary to enforce the compliance order.

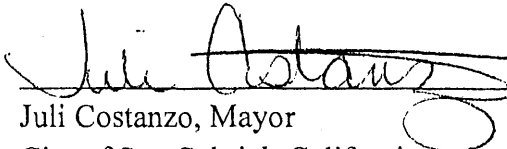
(I) Failure to pay the assessed civil fines and administrative costs may be enforced as a lien upon the real property if the violation is in connection with real property. The lien shall remain in effect until all of the administrative penalties, interest and administrative costs are paid in full.

**SECTION 4.** This Ordinance shall be in effect thirty (30) days after its adoption. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be processed in accordance with state law.

PASSED, APPROVED AND ADOPTED BY THE SAN GABRIEL CITY  
COUNCIL THIS 1<sup>st</sup> DAY OF OCTOBER, 2013.

ATTEST:

  
Nina Castruita, CMC,  
Deputy City Clerk

  
Juli Costanzo, Mayor  
City of San Gabriel, California



1 I, Donna Eggehorn, Deputy City Clerk of the City of San Gabriel, California, do  
2 hereby certify that the foregoing ordinance was adopted by the City Council of the City  
3 of San Gabriel at a regular meeting held thereof on the 1<sup>st</sup> day of October, 2013 by the  
4 following vote, to wit:

5  
6 Ayes: Costanzo, Harrington, Liao, Pu, Sawkins

7 Noes: None

8 Abstain: None

9 Absent: None  
10  
11

12   
13 \_\_\_\_\_

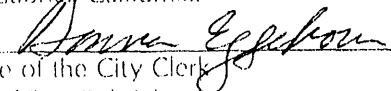
14 Donna Eggehorn, CMC

15 Deputy City Clerk

16 City of San Gabriel, California  
17  
18

19 I hereby certify that the foregoing document is a  
20 full true and correct copy of

21 Ord. 605-C.S.  
22 on file in the office of the City Clerk of the City of  
23 San Gabriel, California.

24   
25 Office of the City Clerk Date  
26 City of San Gabriel  
27  
28

Ord. No. 605-C.S.

**DECLARATION OF SERVICE BY U.S. MAIL**

Case Name: **Regional Water Quality Control Board, Los Angeles Region v. City of San Gabriel**

Case No.: **BC605845**

I declare:

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

On March 7, 2016, I served the attached **[PROPOSED] CONSENT JUDGMENT PURSUANT TO STIPULATION OF THE PARTIES; [PROPOSED] FINAL ORDER** by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Mail at Los Angeles, California, addressed as follows:

Robert L. Kress, City Attorney  
City of San Gabriel  
7475 Brydon Rd.  
La Verne, California 91750  
E-Mail: bob@wkrklaw.com  
*Attorney for Defendant, The City of San Gabriel*

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 March 7, 2016, at Los Angeles, California.

Beatriz Davalos  
\_\_\_\_\_  
Declarant

*Beatriz Davalos*  
\_\_\_\_\_  
Signature