

CONFORM COPY

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[Exempt from fees pursuant to  
Government Code section 6103]

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JAN 21 2010

LOS ANGELES  
SUPERIOR COURT

7 ATTORNEYS FOR PLAINTIFF, PEOPLE OF THE STATE OF  
CALIFORNIA EX REL. STATE WATER RESOURCES  
8 CONTROL BOARD

9  
10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF LOS ANGELES**

12 PEOPLE OF THE STATE OF CALIFORNIA EX REL.  
STATE WATER RESOURCES CONTROL BOARD

Case No.

PC430178

13  
14 PLAINTIFF,

**STIPULATION FOR ENTRY OF  
CONSENT JUDGMENT AND  
PERMANENT INJUNCTION**

15 v.

16 CITY OF LONG BEACH, A MUNICIPAL CORPORATION  
AND DOES 1-20 INCLUSIVE

(Health & Saf. Code, Div. 20,  
Chapter 6.7.)

17  
18 DEFENDANTS.  
19  
20

21 It is hereby stipulated by and between Plaintiff, the People of the State of California, ex rel.  
22 State Water Resources Control Board ("State Water Board" or "Plaintiff") and Defendant City of  
23 Long Beach ("Long Beach") as follows:

24 1. This Court may enter the proposed Consent Judgment and Permanent Injunction  
25 ("Consent Judgment"), a copy of which is attached as Exhibit A. The original Consent Judgment  
26 is concurrently being lodged with the Court.  
27  
28

1           2. Counsel for Plaintiff may submit the Consent Judgment to any judge or commissioner  
2 of the Superior Court for approval and signature, based on (1) this Stipulation for Entry of  
3 Consent Judgment and Permanent Injunction, and (2) the signatures on the Consent Judgment  
4 stipulating to entry of the Consent Judgment, during the court's ex parte calendar or on any other  
5 ex parte basis, without notice to or any appearance by Long Beach or its counsel which notice and  
6 right to appear Long Beach hereby waives.

7           3. The Consent Judgment lodged with the Court may be filed and entered by the clerk  
8 upon application by Plaintiff, without additional notice to Long Beach, provided that this  
9 Stipulation has been executed by counsel and parties as set forth below.

10          4. Jurisdiction is retained for the purpose of enabling any party to this Consent  
11 Judgment to apply to the court at any time for such further orders and directions as may be  
12 necessary and appropriate for the enforcement or compliance with the Consent Judgment.

13  
14 IT IS SO STIPULATED.

15  
16 For Plaintiff People of the State of California, ex rel. State Water Resources Control Board:

17  
18 Dated: 1-05, 2010

Dorothy Rice  
DOROTHY RICE,  
Executive Officer  
State Water Resources Control Board

19  
20 Dated: 1-07, 2010

Marilyn H. Levin  
MARILYN H. LEVIN  
Deputy Attorney General

21  
22 Approved as to form:

23  
24 Dated: January 4, 2010

David Boyers  
DAVID BOYERS  
Attorney for State Water Board  
Office of Enforcement

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For the City of Long Beach:

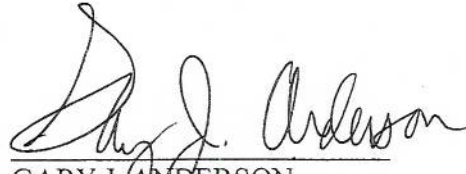
Dated: 1/14, 2010



PATRICK H. WEST  
City Manager  
City of Long Beach

Approved as to form:

Dated: Jan. 13, 2010



GARY J. ANDERSON  
Deputy City Attorney  
Office of the Long Beach City Attorney

**EXHIBIT A**



1 EDMUND G. BROWN JR.  
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[Exempt from fees pursuant to  
Government Code Section 6103]

7 ATTORNEYS FOR PLAINTIFF PEOPLE OF THE STATE OF  
CALIFORNIA EX REL. STATE WATER RESOURCES  
8 CONTROL BOARD

9  
10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF LOS ANGELES**

12 **PEOPLE OF THE STATE OF CALIFORNIA EX**  
13 **REL. STATE WATER RESOURCES CONTROL**  
14 **BOARD**

15 **PLAINTIFF,**

16 **v.**

17 **CITY OF LONG BEACH, A MUNICIPAL**  
18 **CORPORATION**

19 **DEFENDANT.**

Case No.

**CONSENT JUDGMENT AND**  
**PERMANENT INJUNCTION**

(Health & Saf. Code, Div. 20,  
Chapter 6.7.)

20  
21 This Consent Judgment and Permanent Injunction (“Consent Judgment”) is entered into by  
22 Plaintiff the PEOPLE OF THE STATE OF CALIFORNIA, ex rel. STATE WATER  
23 RESOURCES CONTROL BOARD (“State Water Board” or “Plaintiff”) and Defendant the City  
24 of Long Beach (“Long Beach” or “Settling Defendant”). For purposes of this Consent Judgment,  
25 the State Water Board and Long Beach shall be referred to collectively as the “Parties,” and  
26 individually as “Party.”  
27  
28

1 INTRODUCTION

2 This Consent Judgment relates to the State Water Board’s investigation into Long Beach’s  
3 compliance with laws and regulations governing the construction, operation and maintenance of  
4 underground storage tanks (“USTs”) and UST systems at forty (40) facilities owned and/or  
5 operated by Long Beach on or before January 1, 2008.

6 As set forth in the Complaint filed concurrently, Plaintiff alleges that Long Beach’s  
7 construction, operation and maintenance of its USTs and UST systems on or before January 1,  
8 2008, violated Chapter 6.7 of Division 20 of the Health and Safety Code and the regulations  
9 promulgated under Chapter 6.7.

10 The Parties engaged in extended settlement negotiations prior to the initiation of litigation.  
11 In these negotiations, Plaintiff was represented by the Attorney General of the State of California.  
12 Long Beach was represented by the Long Beach City Attorney. Upon learning of the violations  
13 of Chapter 6.7, Long Beach cooperated with the State Water Board in connection with the  
14 investigation and acted swiftly to resolve potential compliance issues.

15 The Parties have agreed to settle this matter without litigation pursuant to the terms in this  
16 Consent Judgment. Plaintiff has filed a Complaint simultaneously with the lodging of this  
17 Consent Judgment. The Parties enter into this Consent Judgment pursuant to a compromise and  
18 settlement of the allegations in the Complaint. The Parties believe that the resolution embodied  
19 in this Consent Judgment is fair and reasonable and fulfills Plaintiff’s enforcement objectives;  
20 that its terms are appropriate in light of the extensive corrective efforts Long Beach has made, and  
21 the commitment to compliance with California’s UST statutes and regulations Long Beach has  
22 demonstrated since February, 2008; that no further action is warranted concerning the specific  
23 violations alleged in the Complaint except as provided in this Consent Judgment; and that entry of  
24 this Consent Judgment is fair and in the best interest of the public.

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

27 ///

28 ///



1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

2 CONSENT JUDGMENT AND PERMANENT  
3 INJUNCTION PURSUANT TO STIPULATION

4 1. DEFINITIONS

5 Except where otherwise expressly defined in this Consent Judgment, all terms shall be  
6 interpreted consistent with Chapter 6.7 of Division 20 of the Health and Safety Code and the  
7 regulations promulgated under this Chapter.

8 "Covered Facilities" mean the forty (40) facilities where Long Beach owned and/or  
9 operated USTs used to store hazardous substances including petroleum based fuels, as set forth in  
10 Exhibit A to the Complaint and to this Consent Judgment.

11 "Certified Unified Program Agency" or "CUPA" is an agency certified by the Secretary of  
12 the California Environmental Protection Agency pursuant to the requirements of Chapter 6.11 of  
13 the Health and Safety Code and California Code of Regulations, title 27 to implement certain  
14 State environmental programs within a jurisdiction. As used in this Consent Judgment, "CUPA"  
15 includes any Participating Agency or Unified Program Agency.

16 "Local Agency" means the local agency authorized, pursuant to Health and Safety Code  
17 section 25283, to implement Health and Safety Code Chapter 6.7.

18 "Immediately" means directly and without undue delay.

19 "Promptly" means as soon as reasonably practicable.

20 2. COMPLAINT

21 The Complaint in this action alleges that the Settling Defendants violated provisions of  
22 Chapter 6.7 of Division 20 of the Health and Safety Code and the regulations promulgated  
23 thereunder at each of the Covered Facilities. Long Beach does not deny responsibility for the  
24 violations alleged in the Complaint.

25 3. JURISDICTION AND VENUE.

26 The Parties agree that the Superior Court of California, County of Los Angeles, has subject  
27 matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties  
28

1 to this Consent Judgment, and that the Superior Court for the County of Los Angeles is the proper  
2 venue of this action.

3 **4. PAYMENT FOR CIVIL PENALTIES AND INVESTIGATION AND**  
4 **ENFORCEMENT COSTS**

5 On entry of this Consent Judgment, Long Beach shall be liable for a total of **SIX**  
6 **MILLION DOLLARS (\$6,000,000)** in civil penalties to be paid, credited and suspended as set  
7 forth in Paragraphs 4.1, 4.3 and 4.4, below. In addition, Long Beach shall be liable for a total of  
8 **TWO HUNDRED THOUSAND DOLLARS (\$200,000)** in additional costs of enforcement as  
9 set forth below in Paragraph 4.2. All payments made pursuant to this Consent Judgment shall be  
10 made by check and delivered to the Office of the California Attorney General, 300 South Spring  
11 Street, 11<sup>th</sup> Floor-North, Los Angeles, CA 90013, attention Marilyn H. Levin, Deputy Attorney  
12 General, for distribution pursuant to the terms of this Consent Judgment. Long Beach shall send  
13 a photocopy of all payments made by check, to the State Water Resources Control Board, 1001 I  
14 Street, 16<sup>th</sup> Floor, Sacramento, CA 95814, attention David Boyers.

15 **4.1. Penalties**

16 Within thirty (30) days of entry of this Consent Judgment, Long Beach shall pay **ONE**  
17 **MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000)** as civil penalties to the  
18 State Water Board for violations of Chapter 6.7 of Division 20 of the Health and Safety Code.  
19 Payment shall be made by check, payable to the State Water Board's "State Water Pollution  
20 Cleanup and Abatement Account." These funds may be used by the State Water Board, at its  
21 discretion, to fund activities associated with the investigation and/or enforcement of UST  
22 requirements, including those codified at Chapter 6.7 of the California Health and Safety Code  
23 and its implementing regulations, and the investigation and/or protection of the Underground  
24 Storage Tank Cleanup Fund. These activities may include, but are not limited to, training State  
25 and local enforcement staff, hiring State enforcement staff, expert witness support, and criminal  
26 investigation development and support.



1           4.2. Reimbursement of Costs of Investigation and Enforcement

2           Within thirty (30) days of entry of this Consent Judgment, Long Beach shall pay **TWO**  
3 **HUNDRED THOUSAND DOLLARS (\$200,000)** to the State Water Board for reimbursement  
4 of attorneys' fees, costs of investigation and other costs of enforcement to the Plaintiff. Payment  
5 shall be made by check, payable to "The State Water Resources Control Board – Underground  
6 Storage Tank Cleanup Fund."

7           4.3. Credit For Environmental Improvement Work

8           4.3.a. Against Long Beach's total liability of six million dollars (\$6,000,000), Long  
9 Beach shall be credited up to two million dollars (\$2,000,000) for actions that Long Beach  
10 voluntarily took between April 10, 2007 and the date of entry of this Consent Judgment, and  
11 actions that Long Beach takes within three years from the date of entry of this Consent Judgment  
12 related to its UST systems that exceed regulatory requirements for those systems, and for costs  
13 incurred in preparing a UST Compliance Management Program ("Environmental  
14 Improvements"), all subject to verification by an independent third party approved by the State  
15 Water Board. The costs associated with retaining an independent third party to verify  
16 Environmental Improvement costs shall not be considered part of the two million dollars  
17 (\$2,000,000) in credit against the total liability of six million dollars (\$6,000,000).

18           4.3.b. Within one thousand one hundred twenty five (1125) days, or three (3) years  
19 and thirty (30) days, of entry of the Consent Judgment, Long Beach shall hire an independent  
20 third party, approved by the State Water Board, to verify the Environmental Improvements taken  
21 by Long Beach. Within one thousand one hundred forty (1140) days, or three (3) years and forty-  
22 five days (45) days, of entry of the Consent Judgment, Long Beach shall provide documentation  
23 to the independent third party concerning its Environmental Improvement costs.

24           4.3.c. Within one thousand two hundred fifteen (1215) days, or three (3) years and  
25 one hundred twenty (120) days, of entry of the Consent Judgment, Long Beach shall provide  
26 evidence acceptable to the State Water Board that Long Beach has expended monies in the  
27 amount set forth above, including, without limitation, a certified report by Long Beach describing  
28 work and the expenditures made by Long Beach for the Environmental Improvements and a

1 report prepared by the independent third party providing such party's professional opinion that 1)  
2 Long Beach has expended the monies in the amounts claimed by Long Beach and 2) the work  
3 performed was in excess of applicable regulatory requirements.

4 4.3.d. In the event that Long Beach is not able to demonstrate to the reasonable  
5 satisfaction of the State Water Board that Long Beach has expended two million dollars  
6 (\$2,000,000) for the Environmental Improvements, Long Beach shall undertake additional  
7 Environmental Improvement Work reasonably approved by the State Water Board and shall incur  
8 additional costs equal to the amount of the difference between the amount reasonably accepted by  
9 the State Water Board and the two million dollars (\$2,000,000). Plaintiff may seek to enforce this  
10 requirement by noticed motion and Long Beach shall have the burden of proving that they have  
11 met the requirements of Paragraph 4.3.a. The Parties shall meet and confer prior to the filing of  
12 any motion to enforce this Paragraph.

13 4.3.e. The Parties agree that none of the two million dollars (\$2,000,000) in credit  
14 against the total liability of six million dollars (\$6,000,000) shall be considered a reimbursable  
15 cost by the Underground Storage Tank Cleanup Fund. Long Beach agrees not to seek  
16 reimbursement from the Underground Storage Tank Cleanup Fund for any costs associated with  
17 Environmental Improvements.

18 4.4. Suspended Penalty

19 4.4.a. Of Long Beach's total liability of six million dollars (\$6,000,000), two  
20 million, five hundred thousand dollars (\$2,500,000) shall be suspended, on the condition that: (1)  
21 Long Beach complies with all of the terms of the Injunction as set forth in Paragraphs 7.2 through  
22 7.7, and (2) Long Beach provides an instrument of financial assurance, such as a bond or letter of  
23 credit, for the suspended amount as set forth in Paragraph 5, below, and (3) Long Beach places  
24 the agreed-upon full-page advertisement in the Long Beach Press-Telegram, in accordance with  
25 the terms of Paragraph 6, below.

26 4.4.b. If Plaintiff determines that Long Beach has: (1) failed to comply with the  
27 terms of the Injunction set forth in Paragraphs 7.2 through 7.7, (2) failed to provide an instrument  
28 of financial assurance in accordance with Paragraph 5, below, or (3) failed to place the agreed-



1 upon full-page advertisement in the Long Beach Press Telegram, in accordance with the terms of  
2 Paragraph 6, below (together, "Suspended Penalty Conduct"), Plaintiff may file a noticed motion,  
3 as set forth in Paragraph 9 below, requesting that the Court impose the suspended penalty. Long  
4 Beach retains all of its rights to contest the State Water Board's claim that it engaged in  
5 Suspended Penalty Conduct, including the right to assert that any alleged violation of the terms of  
6 the Injunction was due to a Force Majeure event as defined in paragraph 8; however, Long Beach  
7 waives its right to assert substantial performance as a defense. Upon a finding by the Court that  
8 Long Beach has engaged in Suspended Penalty Conduct on a single occasion, the suspended  
9 penalty of two million five hundred thousand dollars (\$2,500,000) shall be assessed in its entirety  
10 and the Court shall have no discretion to reduce or otherwise modify the amount of the penalty.  
11 Long Beach shall pay the entire suspended penalty within thirty (30) days of entry of an order  
12 finding that Long Beach has engaged in Suspended Penalty Conduct unless Long Beach files a  
13 timely appeal of such an order. In that event, payment of the suspended penalty shall be due  
14 within thirty (30) days of the affirmation on appeal of the order. Payment of suspended penalties  
15 shall be to the State Water Pollution Cleanup and Abatement Account in the State Water Quality  
16 Control Fund and may be used for the purposes described in Paragraph 4.1, above. Once the  
17 suspended penalty has been assessed, it can not be assessed again. If Long Beach does not  
18 engage in Suspended Penalty Conduct for a period of five (5) years, beginning with entry of this  
19 Consent Judgment, the suspension of penalties will become permanent.

20 4.4.c. The suspended penalty provided by Paragraph 4.4.a and 4.4.b is in addition  
21 to, and does not bar, any other remedies or sanctions that may be available for any violations of  
22 Chapter 6.7 of the Health and Safety Code, and any regulations promulgated under that Chapter  
23 including any local agency standards authorized pursuant to Health and Safety Code Section  
24 25299.4.

25 4.5. Late Payments; Penalties

26 Long Beach shall be liable for a stipulated civil penalty of five thousand dollars (\$5,000)  
27 for each day that a payment required pursuant to Paragraphs 4.1 through 4.4 is late.  
28

1           **5. INSTRUMENT OF FINANCIAL ASSURANCE**

2           Within thirty (30) days of entry of the Consent Judgment, Long Beach shall have secured  
3 an instrument of financial assurance, such as a bond or letter of credit, approved by the State  
4 Water Board, for the entire suspended penalty of two million five hundred thousand dollars  
5 (\$2,500,000), to be utilized in the event that Long Beach engages in Suspended Penalty Conduct.

6           **6. FULL-PAGE ADVERTISEMENT**

7           Within twenty (20) days of entry of the Consent Judgment, Long Beach shall place the  
8 agreed upon full-page advertisement, attached hereto as Exhibit B, in the Sunday Edition of the  
9 Long Beach Press-Telegram, and bear the costs of the advertisement. The full-page  
10 advertisement shall be placed in the first section of the Long Beach Press-Telegram on an odd  
11 numbered page, as close to the front page as possible. The even numbered page opposite the full-  
12 page advertisement shall have one or more news articles appearing on it; the even numbered page  
13 shall not consist solely of advertisements.

14           **7. INJUNCTIVE RELIEF**

15           Pursuant to the provision of Health and Safety Code section 25299.01 but subject to  
16 Termination Paragraph 28 below, Long Beach is permanently enjoined to comply with Chapter  
17 6.7 of Division 20 of the Health and Safety Code and the regulations promulgated under this  
18 Chapter, including any local agency standards authorized pursuant to Health and Safety Code  
19 section 25299.4, and the injunctive provisions set forth below at Paragraphs 7.1 through 7.7,  
20 pertaining to the UST facilities owned and/or operated by Long Beach which have not been  
21 permanently closed as of the effective date of the Consent Judgment and any other UST facility  
22 owned and/or operated by Long Beach which first commences operations after the effective date  
23 of the Consent Judgment. Long Beach's failure to comply with the specific injunctive provisions  
24 that follow at Paragraphs 7.2. through 7.7 will subject it to the Consent Judgment enforcement  
25 provisions and penalties as set forth in Paragraphs 4.4 and 4.5.

26 //

27 //

28 //



1           7.1. Compliance with Statutes, Regulations and Permits

2           Long Beach shall comply with Chapter 6.7 of Division 20 of the Health and Safety Code  
3 and the regulations promulgated under that Chapter including any local agency standards  
4 authorized pursuant to Health and Safety Code section 25299.4.

5           7.2. Testing and Certification; Failed Tests

6           7.2.a.     Long Beach shall cause the secondary containment testing as required by  
7 California Code of Regulations, title 23, section 2637; the spill containment structure testing as  
8 required by Health and Safety Code section 25284.2; the line tightness testing as required by  
9 California Code of Regulations, title 23, section 2636(f)(4); and the testing for UST monitoring  
10 equipment certification as required by California Code of Regulations, title 23, section 2638, to  
11 occur within the required time periods.

12           7.2.b.     Immediately on entry of the Consent Judgment, Long Beach shall ensure  
13 that the testing or certification described in paragraph 7.2.a has occurred within the required time  
14 periods.

15           7.2.c.     Within thirty (30) days of entry of the Consent Judgment, Long Beach shall  
16 serve each relevant Local Agency, and the State Water Board, with a status report identifying (1)  
17 type and location of the UST component tested, (2) when the required testing was last completed,  
18 and (3) the results of the testing.

19           7.2.d.     Where the UST system testing or certification set forth in Paragraph 7.2.a  
20 indicates a failure, and where Long Beach reasonably determines that a release to the  
21 environment is not possible, Long Beach may continue operation of the UST system for a  
22 reasonable time until repairs are made, unless otherwise directed by the Local Agency. A  
23 reasonable time within which to repair a secondary containment system is 30-120 days,  
24 depending on the type and extent of failure, the repairs needed and the time needed by the Local  
25 Agency to review any necessary repair applications.

26           7.2.e.     Where the UST system testing or certification set forth in Paragraph 7.2.a  
27 indicates a failure and where the failure would indicate to a reasonable operator that there is a  
28 potential for release to the environment, Long Beach shall immediately take all appropriate action

1 to prevent a release, including but not limited to, shutting down the effected portion of the UST  
2 system.

3 7.2.f. Long Beach shall give the State Water Board and the Local Agency seventy  
4 two (72) hours advance written notice of any testing or certification work described in Paragraph  
5 7.2.a so that a representative of the State Water Board may observe the test or certification.  
6 Notification of this work shall be to the Chief, Underground Storage Tank Enforcement Unit,  
7 State Water Resources Control Board via facsimile [(916) 341-5896] and email  
8 [[KSellards@waterboards.ca.gov](mailto:KSellards@waterboards.ca.gov)] and to the Local Agency.

9 7.3. Inspection for and Removal of Liquid and Debris

10 7.3.a. Long Beach shall have a means for monitoring for any water intrusion by  
11 precipitation or infiltration into the secondary containment, as required by Health and Safety  
12 Code section 25291(e).

13 7.3.b. Long Beach shall promptly remove any liquid or debris that has  
14 accumulated in the secondary containment system pursuant to the maintenance and operating  
15 requirements contained in California Code of Regulations, title 23, sections 2630(d), 2631(d)(4),  
16 2632(d)(2) and 2635(c)(6). Within ninety (90) days of the date of entry of the Consent Judgment,  
17 Long Beach shall institute a program for the regular inspection and maintenance of spill  
18 containment structures and under dispenser containment (UDC) areas. This program shall require  
19 a designated operator to conduct inspections at least once per month, and document each  
20 inspection, and the program shall ensure that any accumulation of liquid or debris discovered  
21 during an inspection be promptly addressed. Long Beach shall ensure that employees comply  
22 with the spill containment structure and UDC inspection and maintenance program once  
23 instituted.

24 7.4. Leak Detection Sensors

25 7.4.a. Long Beach shall ensure that all leak detection sensors are properly placed,  
26 meaning each sensor is placed so that it is capable of detecting a leak at the earliest possible  
27 opportunity. Long Beach shall undertake measures to regularly inspect, at least monthly, the UST  
28 system to assure all leak detection sensors are properly placed. Long Beach shall maintain a log



1 to memorialize such inspections and the results thereof. Long Beach shall instruct its employees  
2 if during the course of such sensor inspections, or at any other time employees may otherwise  
3 observe a sensor which is improperly placed, to immediately notify supervisory personnel that a  
4 sensor is not properly placed. If a sensor is not properly placed or is not functioning as required,  
5 Long Beach shall shut the UST system down immediately. Long Beach shall not place the UST  
6 system back into operation until the sensor has been replaced or repaired.

7 7.4.b. Except as required for repairs or during a maintenance event and with the  
8 written approval of the relevant Local Agency, no employee or any person under the control of  
9 Long Beach shall intentionally remove, raise, dislodge, or otherwise tamper with any sensor, such  
10 that the sensor is not capable of detecting a leak at the earliest possible opportunity, which would  
11 constitute a violation of California Code of Regulations, title 23, section 2630(d) and 2641(a).

12 7.4.c. On all sensors that are part of a UST monitoring system and are accessible  
13 to employees, Long Beach shall install devices to prevent tampering. In addition, Long Beach  
14 shall prohibit employees who are not managers or supervisors or otherwise qualified to repair the  
15 UST monitoring system from touching, tampering with or repositioning the sensors for any  
16 reason.

17 7.5. Designated UST Operator

18 7.5.a. Long Beach shall have at all times a qualified designated UST operator for  
19 each UST site as required by California Code of Regulations, title 23, section 2715(b) and shall  
20 identify the designated UST operator to the Local Agency as required by California Code of  
21 Regulations, title 23, section 2715(a).

22 7.5.b. Long Beach shall ensure that a qualified designated UST operator performs  
23 a visual inspection on every UST system every month as required by California Code of  
24 Regulations, title 23, section 2715(c) and conducts the training required by California Code of  
25 Regulations, title 23, section 2715(f).

26 7.5.c. Long Beach shall ensure that the designated UST operator has access to all  
27 materials (including but not limited to, alarm history reports and logs), all areas of the facility and  
28

1 employees necessary for the designated UST operator to complete the tasks required by  
2 California Code of Regulations, title 23, section 2715.

3 7.5.d. Long Beach shall immediately address any maintenance, repair or testing  
4 issues identified by the designated UST operator during the monthly inspection as required by  
5 law.

6 7.6. Other UST Requirements

7 7.6.a. Long Beach shall ensure that all UST systems meet the operational  
8 requirements set forth in Health and Safety Code section 25290.1, 25290.2, 25291, 25292, and  
9 25292.1(a) to the extent they apply to Long Beach's UST systems.

10 7.6.b. For any unauthorized release, as defined in Health and Safety Code section  
11 25295.5, Long Beach shall record the unauthorized release, timely notify the Local Agency and  
12 the State Water Board of the unauthorized release, and timely provide to the Local Agency and  
13 the State Water Board a full written report of the unauthorized release as required by Health and  
14 Safety Code sections 25294 and 25295(a)(1) and California Code of Regulations, title 23,  
15 sections 2650 through 2652.

16 7.6.c. Long Beach shall maintain and make available for review all written  
17 monitoring and maintenance records as required by California Code of Regulations, title 23,  
18 section 2712(b). Long Beach shall document in writing each time an alarm occurs related to the  
19 operation of its UST systems. The record of these alarms shall include each alarm event, even if  
20 the alarm monitoring panel does not, and shall be retained until otherwise directed by the State  
21 Water Board.

22 7.6.d. Long Beach shall comply with its employee training obligations as set forth  
23 in California Code of Regulations, title 23, section 2715(f) pertaining to the proper operation and  
24 maintenance of the UST system, including its obligation to maintain training documentation.

25 7.6.e. Long Beach shall equip all USTs with a spill container and overflow  
26 prevention system as required by California Code of Regulations, title 23, section 2635(b). The  
27 overflow prevention system shall not allow for manual override, as required by California Code of  
28 Regulations, title 23, section 2635(b)(2).



1           7.6.f. Long Beach shall ensure that underground pressurized piping that conveys a  
2 hazardous substance be equipped with an automatic line leak detector that is tightness tested  
3 annually as required by Health and Safety Code section 25290.1(h), 25290.2(g), 25291(f), and  
4 25292(e)(1).

5           7.6.g. Where Long Beach's monitoring of interstitial space relies on the  
6 mechanical or electronic detection of the hazardous substance in the interstitial space, the  
7 continuous monitoring system shall be connected to an audible and visual alarm approved by the  
8 Local Agency as required by California Code of Regulations, title 23, section 2632 (c)(2)(B).

9           7.6.h. Long Beach shall equip all underground piping with secondary containment  
10 with a continuous monitoring system that either activates an audible and visual alarm or stops the  
11 flow of product at the dispenser when it detects a leak as required by California Code of  
12 Regulations, title 23, section 2636(f).

13           7.7. Additional Provisions

14           7.7.a. Within thirty (30) days of entry of the Consent Judgment, Long Beach shall  
15 contract with a third-party contractor to provide remote continuous alarm monitoring, diagnosis  
16 and notification. The third-party contractor shall assist Long Beach with managing and resolving  
17 all UST system and dispenser alarms, consistent with the procedures described in the UST  
18 Compliance Program, as described in Paragraph 7.7.b, below. If Long Beach has already  
19 contracted with a third-party contractor for the services described above as of the date of entry of  
20 the Consent Judgment, then it shall provide the State Water Board with a copy of such contract  
21 within ten (10) days of entry of the Consent Judgment.

22           7.7.b. Within thirty (30) days of entry of the Consent Judgment, Long Beach shall  
23 implement its UST Compliance Program, version 3.3, attached as Exhibit C, and shall implement  
24 additional revisions, amendments or changes as approved by the State Water Board.

25           8. FORCE MAJEURE

26           8.1. Any event that is beyond Long Beach's control and that prevents Long Beach from  
27 timely performing any obligations of this Consent Judgment, despite Long Beach's best efforts, is  
28 a "Force Majeure" event. The requirement that Long Beach exercise its best efforts obligates

1 Long Beach to use reasonable efforts to anticipate any potential Force Majeure event and  
2 reasonable efforts to address the effects of any potential Force Majeure event (1) as it is occurring  
3 and (2) following the Force Majeure event, such that the delay is minimized to the greatest extent  
4 possible. Force Majeure does not include Long Beach's financial inability to fund or complete  
5 the obligation or circumstances that Long Beach could have avoided if it had complied with  
6 preventative requirements imposed by law, regulation or ordinance.

7 8.2. If any Force Majeure event occurs that may prevent or delay Long Beach's  
8 performance of any obligation of this Consent Judgment, within five (5) business days of when  
9 Long Beach first receives notice that the event may prevent or delay Long Beach's performance,  
10 Long Beach shall provide to the Plaintiff a written explanation and description of the event; the  
11 anticipated duration of any delay; all actions Long Beach has taken or will take to prevent or  
12 minimize the delay and a schedule of such actions; and the rationale for categorizing the event as  
13 a Force Majeure.

14 8.3. Within fourteen (14) days of receiving the written explanation set forth in Paragraph  
15 8.2, Plaintiff shall notify Long Beach in writing whether it agrees with Long Beach's assertion of  
16 Force Majeure. If Plaintiff agrees that the delay or anticipated delay is attributable to Force  
17 Majeure, Long Beach's time for performance of its obligations under this Consent Judgment that  
18 are affected by Force Majeure will be extended for such time as the Parties agree is necessary to  
19 complete those obligations.

20 8.4. If the Parties disagree about the existence or effect of Force Majeure, either Party  
21 may petition the Court to resolve the dispute. If either Party petitions the Court to resolve the  
22 Force Majeure dispute, it will neither preclude nor prejudice the People from bringing a motion to  
23 enforce the Consent Judgment as provided in Paragraph 9, below. Alternatively, Long Beach  
24 may raise Force Majeure as a defense to a motion to enforce. In all instances, Long Beach shall  
25 have the burden of proof to demonstrate Force Majeure.

26 8.5. If the Court determines that a Force Majeure event has occurred, it will extend the  
27 time for performance of the relevant obligations of this Consent Judgment for such time as is  
28 necessary to complete those obligations.



1           **9. ENFORCEMENT AND PENALTIES**

2           9.1. Procedure

3           Plaintiff may move this Court to enjoin Long Beach from any violation of any provision of  
4 this Consent Judgment and to award other appropriate relief, including penalties as provided in  
5 Paragraphs 4.4 and 4.5, by serving and filing a regularly noticed motion in accordance with Code  
6 of Civil Procedure section 1005 (“Enforcement Motion”). Long Beach may file an opposition,  
7 and the Plaintiff may file a reply. At least ten (10) days before filing an Enforcement Motion,  
8 Plaintiff must meet and confer in good faith with Long Beach to attempt to resolve the matter  
9 without judicial intervention.

10          9.2. Remedies and Sanctions

11          The Court has the authority to enjoin any violation of this Consent Judgment. On  
12 Plaintiff’s Enforcement Motion, where Paragraphs 4.4.a, 4.4.b and 4.5 apply, the entire suspended  
13 penalty and penalty for late payment provided in those Paragraphs shall control. On Plaintiff’s  
14 Enforcement Motion, where Paragraphs 4.4.a, 4.4.b and 4.5 do not apply, the Court shall impose  
15 civil penalties as provided by law, for each violation as set forth in 4.4.c. In imposing civil  
16 penalties, the Court shall exercise its discretion to determine what amount, if any, is appropriate,  
17 consistent with the law, except where such discretion is expressly limited by law. The Court  
18 retains, in addition, its power to enforce the Consent Judgment through contempt. Nothing in this  
19 Consent Judgment or this paragraph shall restrict the authority of any state or local agency to seek  
20 civil or criminal penalties as provided by law.

21          **10. MATTERS COVERED BY THIS CONSENT JUDGMENT**

22          10.1. This Consent Judgment is a final and binding resolution and settlement of all claims,  
23 violations or causes of action alleged by Plaintiff in the Complaint, and of all claims, violations or  
24 causes of action which could have been asserted by Plaintiff based on the facts that are the subject  
25 of the Complaint, against Long Beach. The matters described in the previous sentence are  
26 “Covered Matters.” The Parties reserve the right to pursue any claim that is not a Covered Matter  
27 (“Reserved Claim”) and to defend against any Reserved Claim. Claims, violations or causes of  
28 action against Long Beach’s independent contractors or subcontractors, if any, are not resolved by

1 this Consent Judgment, except for acts alleged in the Complaint that were performed at Long  
2 Beach's express direction.

3 10.2. Any claims, violations or causes of action that are not based on facts alleged in the  
4 Complaint, including, but not limited to, any violations that occurred after January 1, 2008, are  
5 not resolved, settled or covered by this Consent Judgment. The Parties entered into pre-filing  
6 tolling agreements in this matter. The Parties agree that the tolling agreements were intended to,  
7 and did, toll only those claims, violations or causes of action that are contained in the Complaint  
8 and/or resolved by this Consent Judgment. Other claims, violations or causes of action against  
9 Long Beach by the Plaintiff, if any, were not tolled by the Parties' tolling agreements, and for  
10 those claims, the tolling agreements had and have no force or effect.

11 10.3. Notwithstanding any other provision of the Consent Judgment, any claims or causes  
12 of action for performance of cleanup, corrective action, or response action concerning or arising  
13 out of actual past or future releases, spills, leaks, discharges or disposal of motor vehicle fuels,  
14 hazardous wastes, or hazardous substances caused or contributed to by Long Beach at locations at  
15 or around its Covered Facilities are not Covered Matters and are Reserved Claims.

16 10.4. In any subsequent action that may be brought by Plaintiff based on any Reserved  
17 Claims, Long Beach agrees that it will not assert that failing to pursue the Reserved Claims as  
18 part of this action constitutes claim-splitting, laches or is otherwise inequitable. This Paragraph  
19 does not prohibit Long Beach from asserting any statute of limitations that may be applicable to  
20 any Reserved Claims.

21 10.5. The provisions of Paragraphs 7.1 through 7.7 (Injunctive Relief) are effective on the  
22 date of the entry of the Consent Judgment. The continuing effect of Paragraphs 7.1 through 7.7 is  
23 expressly conditioned on Long Beach's full payment of the amounts due under the Consent  
24 Judgment.

25 10.6. Paragraphs 7.1 through 7.7 have no effect on the ability of Plaintiff to enforce the  
26 terms of the Consent Judgment.

27 10.7. Upon the date of entry of this Consent Judgment, Long Beach shall and does release,  
28 discharge and covenant not to sue Plaintiff and the State of California, including each and every



1 constituent agency, board, department, office, commission, fund or other entity thereof, as well as  
2 all past, present and future political subdivisions, officers, agents, directors, employees,  
3 contractors, subcontractors, attorneys, representatives, predecessors-in-interest, and successors  
4 and assigns of each and every constituent of the State of California, for any and all claims or  
5 causes of action, of every kind and nature whatsoever, in law and in equity, whether known or  
6 unknown, suspected or unsuspected, foreseen or unforeseen, which arise out of or are related to  
7 this action.

8 **11. NOTICE**

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

10 For Plaintiff:

11 Marilyn H. Levin  
12 Deputy Attorney General  
13 Office of the Attorney General  
14 300 South Spring Street, Ste 1702  
15 Los Angeles, California 90013

16 David M. Boyers  
17 Senior Staff Counsel  
18 State Water Resources Control Board  
19 Office of Enforcement  
20 P.O. Box 100  
21 Sacramento, CA 95812-0100

22 For Long Beach:

23 Gary J. Anderson  
24 Office of the Long Beach City Attorney  
25 333 West Ocean Blvd.  
26 Long Beach, CA 90802-4664

27 Michael P. Conway, Director  
28 City of Long Beach  
Department of Public Works  
333 West Ocean Blvd.  
Long Beach, CA 90802-4664

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. All notices and other communications required or  
permitted under this Consent Judgment that are properly addressed as provided in this Paragraph

1 are effective upon delivery if delivered personally or by overnight mail, or are effective five (5)  
2 days following deposit in the United States mail, postage prepaid, if delivered by mail.

3 **12. NECESSITY FOR WRITTEN APPROVALS**

4 All approvals and decisions of Plaintiff under the terms of this Consent Judgment shall be  
5 communicated to Long Beach in writing. No oral advice, guidance, suggestions or comments by  
6 employees or officials of Plaintiff regarding submissions or notices shall be construed to relieve  
7 Long Beach of its obligation to obtain any final written approval required by this Consent  
8 Judgment.

9 **13. EFFECT OF JUDGMENT**

10 Except as expressly provided in this Consent Judgment, nothing in this Consent Judgment  
11 is intended nor shall it be construed to preclude the Plaintiff, or any state, county, or local agency,  
12 department, board or entity, or any CUPA, Participating Agency, or Local Agency from  
13 exercising its authority under any law, statute or regulation.

14 **14. LIABILITY OF PLAINTIFF**

15 Plaintiff shall not be liable for any injury or damage to persons or property resulting from  
16 acts or omissions by Long Beach in carrying out activities pursuant to this Consent Judgment, nor  
17 shall the Plaintiff be held as a party to or guarantor of any contract entered into by Long Beach,  
18 its directors, officers, employees, agents, representatives or contractors, in carrying out the  
19 requirements of this Consent Judgment.

20 **15. NO WAIVER OF RIGHT TO ENFORCE**

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

27 //

28 //



1           **16. FUTURE REGULATORY CHANGES**

2           Nothing in this Consent Judgment shall excuse Long Beach from meeting any more  
3 stringent requirements that may be imposed by changes in Chapter 6.7 of Division 20 of the  
4 Health and Safety Code and the regulations promulgated under this Chapter including any local  
5 agency standards authorized pursuant to Health and Safety code section 25299.4, after January 1,  
6 2008.

7           **17. APPLICATION OF CONSENT JUDGMENT**

8           This Consent Judgment shall apply to and be binding upon Plaintiff, and upon Long Beach  
9 and its employees, agents successors and assigns.

10          **18. AUTHORITY TO ENTER CONSENT JUDGMENT**

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

14          **19. RETENTION OF JURISDICTION.**

15          19.1. The Parties agree that this Court has exclusive jurisdiction to interpret and enforce the  
16 Consent Judgment. The Court shall retain continuing jurisdiction to enforce the terms of this  
17 Consent Judgment and to address any other matters arising out of or regarding this Consent  
18 Judgment. The Parties shall meet and confer prior to the filing of any motion relating to this  
19 Consent Judgment, including any Enforcement Motion as required by Paragraph 9.1, and shall  
20 negotiate in good faith in an effort to resolve any dispute without judicial intervention.

21          19.2. This Consent Judgment shall go into effect immediately upon entry thereof. Entry is  
22 authorized by Stipulation of the Parties upon filing.

23          **20. NON-DISCHARGEABILITY OF OBLIGATIONS**

24          Long Beach agrees that it will not seek to discharge in bankruptcy any payment obligations  
25 required by this Consent Judgment.

26          **21. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

27          On reasonable notice and subject to all of the defenses Long Beach would have to requests  
28 for documents made by subpoena or other formal legal process or discovery, Long Beach shall

1 permit any duly authorized representative of Plaintiff to inspect and copy Long Beach's records  
2 and documents, and to enter and inspect Long Beach's UST facilities, to determine whether Long  
3 Beach is in compliance with the terms of this Consent Judgment. Such documents include, but  
4 are not limited to, Long Beach's designated UST operator reports. Nothing in this Paragraph is  
5 intended to require access to or production of any documents that are protected from production  
6 or disclosure by the attorney-client privilege, attorney work product doctrine or any other  
7 applicable privilege afforded to Long Beach under law.

8 **22. PAYMENT OF LITIGATION EXPENSES AND FEES**

9 Long Beach shall pay its own attorney fees and costs and all other costs of litigation and  
10 investigation incurred to date. Long Beach shall pay for the placement of the full-page ad, the  
11 independent auditor, and the State Water Board's costs of investigation and enforcement  
12 referenced in Paragraphs 4.2, 4.3 and 6.

13 **23. INTERPRETATION**

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

17 **24. COUNTERPART AND FACSIMILE SIGNATURES**

18 This Consent Judgment may be executed by the Parties in counterparts and facsimiles, each  
19 of which shall be deemed an original, and all of which, when taken together, shall constitute one  
20 and the same document.

21 **25. INTEGRATION**

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

24 **26. MODIFICATION OF CONSENT JUDGMENT**

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

27 //

28 //



1           **27. ANNUAL STATUS REPORTS**

2           Within one hundred eighty (180) days of entry of the Consent Judgment and continuing  
3 annually thereafter, for as long as this Consent Judgment remains in effect, Long Beach shall file  
4 an annual status report with the Chief, Underground Storage Tank Enforcement Unit, State Water  
5 Resources Control Board. The status report shall briefly summarize the actions that Long Beach  
6 has taken during the previous year in order to comply with its obligations under this Consent  
7 Judgment, and shall set forth any penalties Long Beach has paid for noncompliance. The annual  
8 status report shall include all monitoring and/or testing records generated during the covered  
9 period, such as monthly inspection reports prepared by Long Beach's designated operator(s),  
10 annual monitor certifications, secondary containment test results, etc. Each status report shall be  
11 signed by the Director of Public Works of the City of Long Beach, under penalty of perjury.

12           **28. TERMINATION OF CONSENT JUDGMENT**

13           28.1. At any time after this Consent Judgment has been in effect for five (5) years from the  
14 effective date of the Consent Judgment, and Long Beach has paid any and all amounts due under  
15 the Consent Judgment and complied with all requirements, Long Beach may file a motion  
16 requesting that the Court order that the permanent injunctive provisions of Paragraphs 7.1 through  
17 7.7 shall have no prospective force or effect based on Long Beach's demonstrated history of  
18 compliance with the Consent Judgment. If Plaintiff agrees that Long Beach has substantially  
19 complied with the obligations set forth in Paragraphs 7.1 through 7.7, Plaintiff will file a  
20 statement of non-opposition to Long Beach's motion. If Plaintiff disagrees and believes that  
21 Long Beach has not substantially complied with the obligations set forth in Paragraphs 7.1  
22 through 7.7, Plaintiff will file an opposition setting forth Plaintiff's reasoning and will  
23 recommend that the Consent Judgment, including the injunctive provisions, remain in effect.  
24 Within thirty (30) days of Long Beach's motion, Plaintiff will file either a statement of non-  
25 opposition, or an opposition, and within forty-five (45) days, Long Beach may file a reply. The  
26 Court will grant Long Beach's request, provided that Long Beach demonstrates that it has  
27 substantially complied with the obligations set forth in Paragraphs 7.1 through 7.7.

28 //

1 28.2. In the alternative to the above process for termination of the obligations set forth in  
2 Paragraphs 7.1 through 7.7 after this Consent Judgment has been in effect for five (5) years, the  
3 parties may stipulate and agree to a request in writing by Long Beach, in lieu of a Motion, and  
4 may file the Stipulation with the Court, for the Court's approval.

5 **29. FINAL JUDGMENT**

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

8  
9 **STIPULATION AND APPROVALS OF THE PARTIES.**

10 **IT IS SO STIPULATED.**

11 Plaintiff People of the State of California, ex rel. State Water Resources Control Board:

12  
13 Dated: 1-05, 2010

Dorothy Rice  
DOROTHY RICE  
Executive Officer  
State Water Resources Control Board.

14  
15  
16 Dated: 1-07, 2010

Marilyn H. Levin  
MARILYN H. LEVIN  
Deputy Attorney General

17  
18  
19 Approved as to form:

20 Dated: January 4, 2010

David Boyers  
DAVID BOYERS  
Attorney for State Water Board  
Office of Enforcement

21  
22  
23  
24 For the City of Long Beach:

25 Dated: \_\_\_\_\_, 2010

\_\_\_\_\_  
PATRICK H. WEST  
City Manager  
City Of Long Beach



1 28.2. In the alternative to the above process for termination of the obligations set forth in  
2 Paragraphs 7.1 through 7.7 after this Consent Judgment has been in effect for five (5) years, the  
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8  
9 **STIPULATION AND APPROVALS OF THE PARTIES.**

10 **IT IS SO STIPULATED.**

11 Plaintiff People of the State of California, ex rel. State Water Resources Control Board:

12  
13 Dated: \_\_\_\_\_, 2010

\_\_\_\_\_  
DOROTHY RICE  
Executive Officer  
State Water Resources Control Board

14  
15  
16 Dated: \_\_\_\_\_, 2010

\_\_\_\_\_  
MARILYN H. LEVIN  
Deputy Attorney General

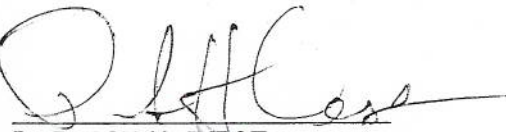
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18  
19 Approved as to form:

20 Dated: \_\_\_\_\_, 2010

\_\_\_\_\_  
DAVID BOYERS  
Attorney for State Water Board  
Office of Enforcement

21  
22  
23  
24 For the City of Long Beach:

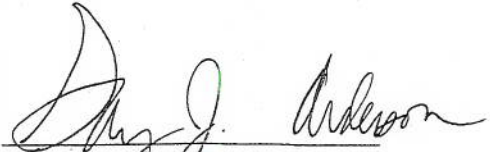
25 Dated: 1/14, 2010

  
\_\_\_\_\_  
PATRICK H. WEST  
City Manager  
City Of Long Beach

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Approved as to form:

Dated: Jan. 13, 2010



Gary J. Anderson  
Deputy City Attorney  
Office of the Long Beach City Attorney

IT IS SO ORDERED, ADJUDGED AND DECREED

Dated: \_\_\_\_\_, 2010

\_\_\_\_\_  
Judge of the Superior Court



# **EXHIBIT A**

**EXHIBIT A to CONSENT JUDGMENT AND PERMANENT  
INJUNCTION—Covered Facilities**

	UST FACILITY ADDRESS	TYPE OF UST	NAME OF FACILITY (TYPE OF FACILITY)
1	2475 Adriatic Ave.	Fuel Dispensing	Fire Station (#13)
2	2249 Argonne Ave.	Fuel Dispensing	Fire Station (Training Center)
3	400 West Broadway	Fuel Dispensing	Police Department (Downtown)
4	3501 Lakewood Blvd.	Fuel Dispensing	Police Department (Heliport)
5	160 Market St.	Fuel Dispensing	Fire Station (#11)
6	4320 Olympic Plaza	Fuel Dispensing	Maintenance Yard (#54)
7	1417 Peterson Ave.	Fuel Dispensing	Fire Station (#10)
8	1725 San Francisco Ave.	Fuel Dispensing	Maintenance Yard (Public Works)
9	1835 Santa Fe Ave.	Fuel Dispensing	Police Department (West #39)
10	700 East Shoreline Dr.	Fuel Dispensing	Shoreline Marina Fueling Dock
11	2400 East Spring St.	Fuel Dispensing	Long Beach Gas Department
12	2760 Studebaker Rd.	Fuel Dispensing	Maintenance Yard (Parks and Recreation - El Dorado Park)
13	1800 East Wardlow Rd.	Fuel Dispensing	Maintenance Yard (Water Department)
14	2890 East Wardlow Rd.	Fuel Dispensing	Fire Station (#16)
15	6204 East 2nd St.	Fuel Dispensing	Park and Recreation (Alimitos Bay)
16	4600 Pasadena Ave.	Fuel Dispensing	Maintenance Yard (Parks and Recreation - Scherer Park)
17	3150 St. Louis Ave.	Fuel Dispensing	Maintenance Yard (Long Beach Airport)
18	4891 North Atlantic Ave.	Fuel Dispensing	Police Department (North)
19	5200 Eliot St.	Fuel Dispensing	Fire Station (#14)
20	2950 Redondo Ave.	Fuel Dispensing & Emergency Generator	Water Treatment Plant
21	333 West Ocean Blvd.	Emergency Generator	City Hall
22	4105 East Donald Douglas Dr.	Emergency Generator	Long Beach Airport
23	2990 Redondo Ave.	Emergency Generator	Police 911 Call Center
24	1475 Peterson Ave.	Fuel Dispensing & Emergency Generator	Fire Department (HQ)
25	6101 Appian Way	Waste Oil	Alimitos Bay Marina
26	160 East Shoreline Dr	Waste Oil	Shoreline Marina
27	250 East Shoreline Dr.	Waste Oil	Shoreline Marina
28	300 East Shoreline Dr.	Waste Oil	Shoreline Marina
29	350 East Shoreline Dr.	Waste Oil	Shoreline Marina
30	400 East Shoreline Dr.	Waste Oil	Shoreline Marina
31	500 East Shoreline Dr.	Waste Oil	Shoreline Marina
32	207 Marina Dr.	Waste Oil	Alimitos Bay Marina
33	221 Marina Dr.	Waste Oil	Alimitos Bay Marina
34	235 East Marina Dr.	Waste Oil	Alimitos Bay Marina
35	237 East Marina Dr.	Waste Oil	Alimitos Bay Marina
36	6201 Marina Dr.	Waste Oil	Alimitos Bay Marina
37	6460 East Marina Dr.	Waste Oil	Alimitos Bay Marina
38	6530 East Marina Dr.	Waste Oil	Alimitos Bay Marina
39	6610 East Marina Dr.	Waste Oil	Alimitos Bay Marina
40	6264 Pacific Coast Hwy.	Waste Oil	Alimitos Bay Marina



# **EXHIBIT B**

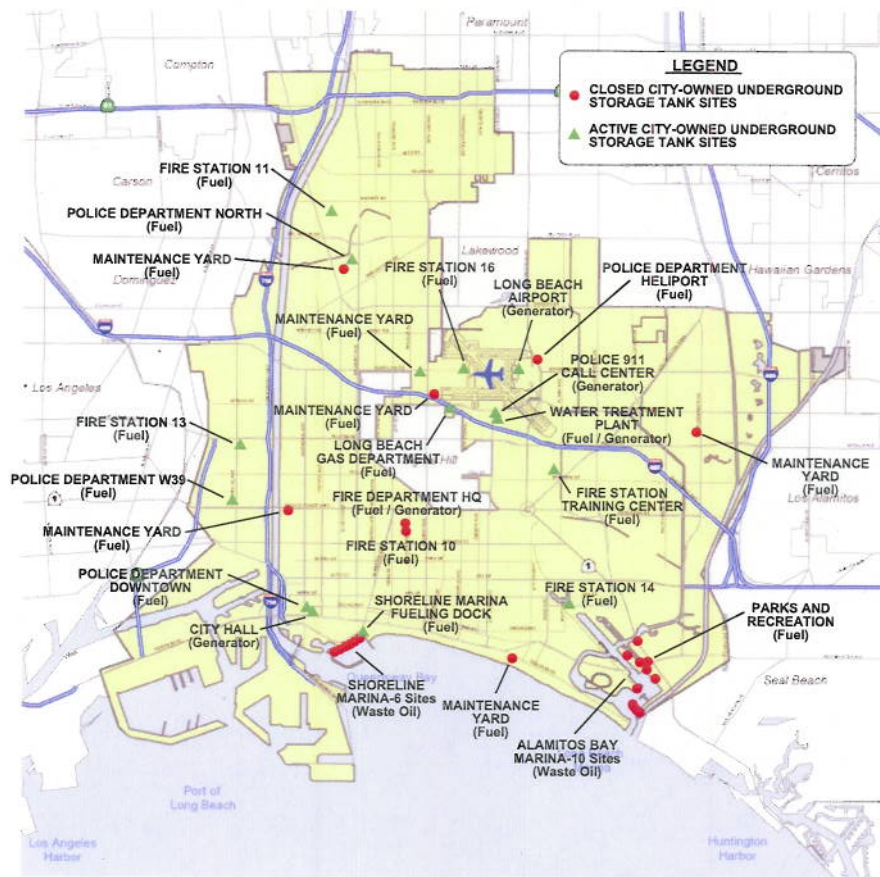


## UNDERGROUND STORAGE TANKS SETTLEMENT

The City of Long Beach has agreed to make this statement as part of a settlement with the State Water Resources Control Board to resolve violations by the City of legal requirements related to the ownership and operation of Underground Storage Tanks containing hazardous substances.

The City of Long Beach is appreciative of the efforts of the State Water Resources Control Board to identify instances of pervasive non-compliance in the City's operation and maintenance of its Underground Storage Tank Program. From 1998 through April 2007, the City failed to comply with secondary containment testing and repair requirements. Once discovered, the City initiated compliance efforts and, today, there has been no measurable harm to the environment. Notwithstanding, the City acknowledges the seriousness of this issue and the potential for considerable adverse impacts to the environment. Through cooperative efforts, stringent oversight and considerable expense, including a civil penalty of \$1.5 million dollars, the City has recently brought its Underground Storage Tank Program into compliance and continues to implement needed repairs and replacements. Under the direction of the current administration, the City has prepared and intends to implement a Management Plan to ensure that the operating environment that lead to the prior non-compliance status is not allowed to occur again.

A copy of the settlement agreement between the City and the State Water Resources Control Board can be found on the Board's website at: [http://www.waterboards.ca.gov/water issues/programs/ust/enforcement/index.shtml](http://www.waterboards.ca.gov/water%20issues/programs/ust/enforcement/index.shtml)





# **EXHIBIT C**



**rev 3.3**

**City of Long Beach, CA  
Underground Storage Tank  
Compliance Program**

(Month) (Year) (Issuance #1)

**Public Works, Fleet Services Bureau  
2600 Temple Avenue  
Long Beach, CA 90806**

The Long Beach Underground Storage Tank Compliance Program was implemented by the Long Beach City Manager on (TBD). The original program document is referred to as "Issuance #1". Future changes to the document will have the month and year with the next "Issuance" number in sequence.

Property of City of Long Beach. Cannot be duplicated or distributed without prior written authorization from The City of Long Beach.



## **Acknowledgements**

Special acknowledgement should be given to those who developed this Plan; specifically Michael P. Conway, Director of Public Works, Carlos Velasquez, Fleet Services Bureau Manager, Thomas F. Leary, Stormwater/Environmental Compliance Officer, Vivian Ozuna, Fleet Superintendent, Frank Neely, Fleet Supervisor, Richard Steinhaus, Administrative Analyst/Fleet Services Bureau, Steve Aichele, Pacific Coast Tank, UST Operator Solutions and Environmental Compliance Consulting and Ken Bishop, i.i. Fuels, Inc.

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## **I - Executive Summary**

### ***“Structure, Accountability, Compliance, Sustainability”***

The executive summary serves to provide regulatory background and authority and introduces a guide to the Underground Storage Tank Compliance Plan, which must be read in its entirety.

#### **REGULATORY BACKGROUND AND FRAMEWORK**

Until the mid-1980s most underground storage tanks (USTs) were made of bare steel, which is likely to corrode over time and allow UST contents to leak into the environment. The greatest potential hazard from a leaking UST is that its contents (petroleum or other hazardous substances) may seep into the soil and contaminate groundwater, the source of drinking water for nearly half of all Americans.

In order to prevent harm to the environment from USTs, federal and state laws set standards for UST system design, construction, installation, upgrade, general operating requirements, release detection, reporting and investigation, and corrective action.

In 1983, California became one of the first states to regulate the construction, permitting and monitoring of USTs containing hazardous substances by adopting the *Underground Storage of Hazardous Substance* provisions in the Health and Safety Code.

Title VI of the Hazardous and Solid Waste Amendments of 1984 to the federal Resource Conservation and Recovery Act (RCRA) established the federal program regulating USTs. The United States Environmental Protection Agency (USEPA) promulgated final regulations in 1988 with respect to UST construction and monitoring methods.

The federal regulations set standards for new UST system design, construction, installation, upgrade, general operating requirements, release detection, reporting and investigation, and corrective action. Additionally, the federal regulations impose financial responsibility requirements on owners or operators of USTs containing petroleum.

Subtitle I of RCRA allows State UST programs approved by USEPA to operate in lieu of the federal program if such programs contain requirements for UST systems that are "no less stringent" than the federal requirements and for which there is "adequate enforcement" of compliance. While California's UST requirements are generally more stringent than the federal requirements, there are several areas where USEPA has

determined California law is less stringent. Therefore, USTs in California are regulated under BOTH federal and state law.

California's UST statutes and regulations related to leak prevention can be found in Chapter 6.7 of the Health and Safety Code, and Chapter 16 of title 23, California Code of Regulations. The text of these statutes and regulations, along with a multitude of related guidance and information concerning USTs can be found on the State Water Resources Control Board (State Water Board) website at:

[http://www.waterboards.ca.gov/water\\_issues/programs/ust/leak\\_prevention/index.shtml](http://www.waterboards.ca.gov/water_issues/programs/ust/leak_prevention/index.shtml)

It is important to note that the California legislature has provided for significant penalties for failure to comply with UST leak prevention requirements contained in Chapter 6.7 of the Health and Safety Code, and Chapter 16 of title 23, California Code of Regulations. Section 25299 of the Health and Safety Code provides for both criminal penalties and civil liability ranging from \$500 to \$5,000 per tank per day of noncompliance. Therefore, it is imperative to maintain compliance.

### **OVERVIEW OF CITY UST FACILITIES**

An underground storage tank system is a tank and any piping connected to the tank that has at least 10 percent of its combined volume underground. The city operates fifteen UST sites. The City Manager has delegated the authority to oversee and implement the UST Compliance Program to the Director of Public Works.

### **MISSION STATEMENT**

*"To operate and maintain an environmentally safe UST program in accordance with state and federal regulations."*



## **STRUCTURE**

The major components of this comprehensive Plan include:

- Executive Summary
  - Regulatory background and Framework
  - Overview of City UST Facilities
  - Mission Statement
  - Structure
  - Implementation
- Program Overview
  - Inventory, Mission and Structure
- Statutes and Regulations
  - Reference guide to statutes and regulations applicable to the Plan
- Staffing and Organization Structure
  - Roles, Responsibilities
- Procedures
  - Compliance Issue Resolution
    - Site Repair Tickets (SRT)
    - Corrective Action Report (CAR)
    - Compliance Issue Tracking Report (CITR)
    - Site Certification
  - Periodic UST Site Inspections
    - Semi-weekly Site Inspection
    - Monthly Site Inspection
  - Regulator Interface Protocol
    - Formal
    - Technical
  - Succession Planning
    - Vacancy Management
    - Cross Training
    - Documentation
  - UST Testing and Leak Monitoring Certification
  - Monitoring for Regulations' Changes
  - Documentation System
    - Onsite
    - Remote
    - Document Retention Schedule
    - Electronic Archival System
  - UST Compliance Plan
  - Remote Alarm Notification
- Training
  - Four targeted training groups: Executive Committee, Task Force Members, Facility Employees and Employees
  - Training Program



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- Monitoring and Information Systems
  - Protocols
    - Remote UST Alarm and Volume Monitoring
    - Alarm Response
    - Communication
    - Documentation management
    - Resolution Tracking System
- Auditing
  - Assess performance effectiveness
- Measurement and Accountability
  - Methods and systems of accountability
  - Personnel accountability linked to performance

### **IMPLEMENTATION**

Since 2005, the City has reduced its UST sites from 41 to 15. The City is fully committed to responsibly operating the remaining sites in accordance with all state and federal laws.

The implementation of the UST Compliance Plan provides the structure, guidance and accountability necessary to assure the City's compliance well into the future.

## **II - Program Overview**

### **PURPOSE**

Provides an overview of the UST Compliance Program and expresses its mission. Defines the creation of the UST Compliance Plan and an executive committee to oversee the plan.

### **UST COMPLIANCE PROGRAM DIRECTIVE**

The City Council authorized the City Manager to implement the UST Compliance Plan under the direction of the Department of Public Works

The UST Compliance program shall be overseen by the UST Executive Committee, chaired by the Director of Public Works and consisting of director-level personnel from the following departments: Fire; Police; Parks, Recreation and Marine; Airport; Water; and senior management from the Legal Department and the City Manager's Office.

The UST Executive Committee shall meet semi-annually to provide strategic guidance and to review the performance and effectiveness of the UST Compliance Program.

### **UST COMPLIANCE PROGRAM OVERVIEW:**

The City operates fifteen UST sites containing gasoline or diesel fuel.

See Appendix A for a list of the UST sites covered under this program and Appendix B for a map of the UST Site locations.

The UST Compliance Plan provides a structure and specific procedures by which the City's UST Sites are operated in an environmentally responsible manner and in accordance with state and federal laws.

Oversight shall be provided by the UST Executive Committee, which consists of City Department heads and senior staff from the Legal Department and City Manager's Office.

**The Mission of the UST Compliance Program is to:**

- Conduct UST operations in compliance with applicable laws, regulations and standards concerning UST environmental protection and provide a system of checks and balances to ensure compliance and continual improvement.
- Continually enhance environmental management policies, programs, and performance, based on the results of periodic audits, reviews and taking into account regulatory developments, customer needs, technical developments, scientific understanding, and community expectations.
- Minimize and/or eliminate the environmental risks to our employees and the communities in which we operate.
- Promote UST safety and environmental stewardship through education and employee training.
- Mandate that all contractors' and suppliers' practices are consistent with those of the City. Include in all vendor contracts, provisions requiring proof of compliance and environmental responsibility (e.g. Licenses, Years of experience, EPA hazardous waste identification, etc.).
- Operate facilities with the efficient use of energy and materials.
- Maintain a system for filing and retrieving site documentation.
- Handle, dispose of, and reduce hazardous waste through safe and responsible methods, and where possible, eliminate waste through recycling.
- Conduct an environmental assessment of all property prior to acquisition and address any environmental concerns prior to transfer of ownership.



### **III - Statutes & Regulations**

#### **PURPOSE**

Serves as a guide to the statutes and regulations applicable to the UST Compliance Program.

#### **STATE AND FEDERAL REQUIREMENTS**

The UST Compliance Program shall operate the City's UST sites in accordance with all applicable laws. The following statutes and regulations are the specific rules that this plan addresses.

##### **California Statutes**

Chapter 6.7, Health and Safety Code, Underground Storage of Hazardous Substances

##### **California Regulations**

California Code of Regulations (CCR), Title 23, Division 3, Chapter 16,  
Underground Tank Regulations

California Code of Regulations, Title 27, Division 1, Subdivision 4, Chapter 1,  
Unified Hazardous Waste and Hazardous Materials  
Management Regulatory Program

##### **Federal Regulations**

The federal regulations concerning USTs are contained in [40 Code of Federal Regulations \(CFR\) Part 280](#), [40 CFR Part 281](#), and [40 CFR Parts 282.50-282.105](#). The list of hazardous substances is in [40 CFR Part 302.4](#).

## **COMMONLY ENCOUNTERED UNDERGROUND TANK TESTING REQUIREMENTS**

### **Secondary Containment Testing [CCR, Title 23, Section 2637]**

All secondarily contained UST systems shall undergo secondary containment testing:

- a. At installation
- b. Six months after installation
- c. Every thirty-six (36) months thereafter.

Testing requires CUPA notification at least 48 hours in advance and testing must be done by International Code Council (ICC) certified tank tester or service technician.

The purpose of secondary containment testing (commonly referred to as SB989) is to determine whether the secondary containment system is capable of containing a release from the primary containment until the release is detected and cleaned up.

Secondary containment systems provide protection from releases from UST systems. Leaking sumps, piping, dispenser pans, and spill buckets could result in product being released into the environment. Testing of secondary containment reduces the risk of releases to the environment thus providing sound risk management as well as environmental compliance.

### **Annual Certification of Monitoring Equipment [CCR, Title 23, Section 2638]**

All UST systems shall undergo Annual UST System Monitoring Certification:

- a. At installation
- b. Every Twelve months thereafter
- c. Any changes to Site Plot Plan require Re-Certification

Certification requires CUPA notification at least 48 hours in advance and must be done by ICC certified tank tester or a licensed contractor.

## **UNDERGROUND TANK MONTHLY INSPECTION REQUIREMENTS**

### **Designated UST Operator [CCR, Title 23, Section 2715]**

The Designated UST Operator has two primary responsibilities:

- a. Conduct monthly visual inspections of the UST facility, and
- b. Provide basic on-the-job training for facility employees every twelve months, starting July 1, 2005. These tasks must be performed by the Designated UST Operator, and cannot be delegated.

Beginning January 1, 2005, California UST owners must designate an individual

to act as a Designated UST Operator for each UST facility. In addition, owners must notify the local agency of any change of the Designated UST Operator no later than 30 days after the change.

A Designated UST Operator is an individual who has demonstrated he is knowledgeable in the statutes, regulations, and management practices associated with proper operation of a UST system. Designated UST Operators must possess a current "California UST Operator" certificate issued by the ICC.

### **UPDATING THE UST REQUIREMENTS**

The statutes and regulations governing the UST program continually evolve. To assure compliance with the current rules, the Project Manager, Office of City Attorney, and Manager of Government Affairs shall continually monitor State Water Board and industry publications and report directly to the UST Task Force.

**The entire text of the regulations referred to in this section can be found at the State Water Board website:**

[http://www.waterboards.ca.gov/water\\_issues/programs/ust/](http://www.waterboards.ca.gov/water_issues/programs/ust/)



## **IV - Staffing & Organizational Structure**

### **PURPOSE**

Describes the organizational structure and staffing roles and responsibilities of the UST Compliance Program.

### **ORGANIZATION STRUCTURE**

The UST Compliance Program shall be structured as depicted in the Organization Chart (Appendix C). The roles and responsibilities are detailed below:

#### **City Council**

The City Council adopts and authorizes the City Manager to implement the UST Compliance Program. Additionally, the City Council will be responsible to identify and allocate adequate funding for implementation of the UST Compliance Program.

#### **City Manager**

The City Manager is responsible for the performance of the UST Compliance Program. The City Manager shall brief the City Council as to the program's progress annually.

#### **Director of Public Works**

As directed by the City Manager, the Director of Public Works manages the UST Compliance Program and acts as the chairperson of the UST Executive Committee. The Director of Public Works shall provide annual updates to the City Manager.

#### **UST Executive Committee**

The UST Executive Committee is chaired by the Director of Public Works and consists of the City Attorney, Airport Director, Director of Gas & Oil, Fire Chief, Director of Parks, Recreation and Marine, Chief of Police, General Manager of Water Department and the Manager of Government Affairs. The committee shall convene in January and October of each year to review the program's progress, funding status, and effectiveness, and to provide strategic guidance.

## **UST Task Force**

The UST Task Force oversees the day-to-day operations of the program. Tasks and responsibilities include:

- Operate the UST systems in accordance with applicable statutes and regulations
- Conduct periodic testing and certifications
- Maintain and repair the UST systems
- Upgrade, install, and remove UST systems as necessary
- Implement the training and awareness programs
- Conduct periodic inspections
- Conduct site and system-wide audits
- Interact with regulators
- Maintain UST Program documentation
- Report UST Program progress

The UST Task Force includes the following positions:

### **Chair- Manager, Fleet Services Bureau**

Report directly to Director of Public Works  
Supervise the UST Task Force  
Interface with site-responsible (customer) departments

### **Co-Chair- Storm Water/Environmental Compliance Officer**

Primary interface with regulatory agencies  
Provide strategic guidance

### **Finance- Superintendent of Fleet Operations, Fleet Services Bureau**

Monitor program costs  
Contract Management  
Manage Environmental Improvements (Enhanced Compliance Activities) Program

### **Administrative Analyst**

Budget Preparation  
Cost Analysis

### **UST Operations- Supervisor, Fleet Services Bureau**

Oversee the day-to-day operation of the UST Compliance Program  
Oversee independent contractors

### **UST Information Manager- Independent Contractor**

Oversee and schedule compliance testing and system certification  
Oversee remote alarm monitoring program  
Oversee electronic document archival program

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Prepare UST reports and miscellaneous documentation

**Project Manager/Designated Operator- Independent Contractor**

Oversee construction, upgrade, removal, major repair, and remediation projects

Provide regulatory guidance and support

Conduct periodic inspections and audits

Interface with regulators regarding technical matters

Conduct monthly UST inspections

Prepare UST reports and miscellaneous documentation

Perform Annual Training for Employees



## V - Procedures

### PURPOSE

Details the procedures and documentation of the UST Compliance Program.

#### 1. Compliance Issue Resolution

Substandard conditions and non-compliant issues shall be documented in a four-step process. When a substandard or non-compliant condition is observed, a **Site Repair Ticket (SRT)** is to be filled out and delivered immediately to the Fleet Supervisor in charge of UST Operations. Within twenty-four hours of receipt, the Fleet Supervisor or Project Manager must prepare a **Corrective Action Report (CAR)** that details the issue, the cause, and corrective action. Progress towards correcting the condition is then tracked on the **Compliance Issue Tracking Report (CITR)** and a CITR status report is reviewed monthly at the UST Task Force meeting. When all issues associated with the site are resolved, the Project Manager and Fleet Supervisor certify the site as "Compliant" using the **UST Site Certification** form. This shall be done within 3 business days.

##### A. Site Repair Ticket (SRT)

- The SRT form shall be used to report suspected instances of non-compliance or conditions that may negatively affect the environment.
- Blank SRT Forms (Appendix D) shall be available at all UST Sites and downloadable via the City's intranet.
- The SRT Form may be completed by any individual that witnesses or suspects a UST site deficiency
- SRT forms shall be submitted to the Fleet Supervisor in charge of UST Operations.
- All SRT forms shall be logged into the Project Tracker System where they shall be assigned a unique tracking number.
- After SRT is assigned a unique number, a Corrective Action Report (CAR) shall be generated

##### B. Corrective Action Report (CAR)

- The Corrective Action Report is used to detail and track corrective action.
- The Fleet Supervisor or Program Manager shall prepare a CAR (Appendix E) for each logged SRT form.
- Each CAR shall be reviewed by the UST Compliance Task Force at its monthly status meeting.
- The CAR shall be updated monthly until the issue is resolved and closed.

### **C. Compliance Issue Tracking Report (CITR)**

- The CITR tracks the status of the UST site compliance issues.
- The CITR (Appendix F) is an agenda item on the monthly meeting of the UST Compliance Task Force.
- The CITR shall be posted on the City's Intranet.

### **D. UST Site Certification**

The **UST Site Certification Form** (Appendix G) shall be used to certify all UST Sites within 90 days of adoption of this plan and to certify UST sites upon the successful completion of the **Compliance Issue Resolution** process as described in this section.

## **2. Periodic UST Site Inspection**

### **A. Semi-Weekly Site Inspections (Facility Employee)**

The facility employee will conduct site inspections two times per week.

After conducting the semi-weekly site inspections, the Facility Employee shall log the results at each site and deliver the completed Semi-Weekly UST Site Inspection Checklist (Appendix H) to Fleet Services Bureau Administration where it will be scanned and filed.

The inspection log and a sample UST Site Inspection Checklist shall be located onsite in the UST Compliance Binder.

During the Designated Operator's monthly inspection, the semi-weekly inspection log shall be reviewed for completeness and the results recorded on the Designated Operator's Monthly Inspection Checklist.

Any UST site noncompliance or substandard issue shall be addressed through the Compliance Issue Resolution process described in Section V.1., above.



**B. Monthly Site Inspections (Designated Operator (DO)/Project Manager (PM))**

The PM/DO shall conduct the monthly inspection and complete the Monthly Inspection Checklist (Appendix I) in accordance with the requirements of Title 23 of the CCR, Chapter 16, Section 2715. At a minimum, the PM/DO shall:

- a. Review Alarm History
  1. For UST sites monitored with a Veeder Root leak monitoring system, print and review the alarm history for the past month.
  2. For Ronan-monitored sites, review, complete and sign the Alarm History Log.
  3. For single-walled systems, review the monthly tank-test data.
- b. Investigate all leak, liquid, level, vacuum, and LLD alarms. Determine what caused the alarm and what action was taken in response to the alarm. Confirm that the response was appropriate.
- c. Inspect Spill Containment. Check for the presence of liquid or debris in the spill buckets. If liquid is present, determine if the liquid is the result of water incursion or an overflow.
- d. Inspect Under Dispenser Containment (UDC). Open each dispenser and inspect the UDC. Confirm that the liquid sensor is located at the lowest point and is in a position to detect liquid at the earliest possible opportunity. Check for free liquid and debris. Visually inspect dispenser piping for leaks or seeping fuel. Inspect the shear valve to assure that it is operating properly.
- e. Sump Alarms. For containment-sump liquid alarms that have occurred since the last monthly inspection, review the service call record. If there is no record of a visit by an ICC-certified service technician, visually inspect the containment sump for the presence of liquid or debris. Confirm that the liquid sensor is located at the lowest point and in a position to detect liquid at the earliest opportunity.
- f. Test Overflow Alarm. Test the audible and visual overflow alarm on systems, so equipped.
- g. Visual Site Inspection. At fueling sites, visually inspect the hoses and nozzles for leaks, or seeping, and check dispensers and card reader for external integrity. At generator sites, check the day tank, the generator, and all aboveground piping for leaks and seeping. At waste oil sites, check the level and integrity of the Aboveground Storage Tank (where present) and inspect the area for unauthorized containers of hazardous material. If the Aboveground Storage Tank (AGT) is more than 75% full, or if unauthorized containers are onsite, immediately report the situation to the Marine Maintenance Supervisor. The Marine Maintenance Supervisor is a City employee assigned to the Marina that is responsible for the AGT site.
- h. Test and Maintenance Documentation. Review the documentation to confirm that all testing, maintenance, and certifications have been conducted within the proper time periods. This includes a review of all State Water Board and Air Resources Board requirements.



- i. Training Verification. Review the Facility Employee Training Log to verify that all Facility Employees have been trained as required.
- j. Review the Semi-weekly Inspection Log.
- k. Compile the results of the monthly inspection and suggested corrective action (where applicable) in a typed report (with Veeder Root Alarm History printout, where available) and file the signed report at Fleet Services, 2600 Temple Ave. Long Beach, CA 90806.
- l. If deficiencies are discovered during the inspection, complete and submit a Site Repair Ticket in accordance with the procedure in Section V. 1. a, above.
- m. In addition to providing the typed inspection report and SRT, the DO shall report by telephone, any non-satisfactory condition to Fleet Supervisor in charge of the UST Operations within 24 hours.
- n. Perform Training for employees annually.

### **3. Regulator Interface Protocol**

#### **A. Formal Interface**

The Storm Water/Environmental Compliance Officer is the formal point of interface between the City of Long Beach and all agencies regulating the UST Program.

The Storm Water/Environmental Compliance Officer shall address all formal correspondence from the City to a regulator.

In the event that another City employee or contractor receives formal correspondence such as a Notice of Violation, it shall immediately be forwarded to the Storm Water/Environmental Compliance Officer.

#### **B. Technical Interface**

The UST Project Manager may act as the technical point of contact between the City and the regulating agencies.

While day-to-day matters such as inspection scheduling plan check, and technical issues are to be handled by the Project Manager, the Storm Water/Environmental Compliance Officer shall be copied on all informal e-mails and written correspondence between the Project Manager and the regulator.

### **4. Succession Planning**

To ensure the stability and accountability of the UST Compliance Plan, the following succession strategies are in place:

**A. Vacancy Management**

In the event of a vacancy of a Task Force member, the Director of Public Works shall appoint an acting replacement within 30 days.

**B. Cross Training**

Cross training shall be provided to each UST Task Force position.

**C. Documentation**

The UST Compliance Plan shall be distributed to all UST Task Force members and can be accessed at Fleet Service Bureau.

**5. UST Testing and Leak Monitoring System Certification**

The UST Information Manager shall schedule and conduct all UST tank testing and certification. To assure that testing and certifications are conducted in accordance with applicable law, the following procedures shall be followed:

- A. The Electronic Document Archival Program or a Compliance Testing and System Certification Scheduling Program shall generate testing and certification due dates and e-mail notifications to UST Information Manager and Fleet Supervisor in charge of UST Operations.
- B. The PM/DO shall review testing and certification due dates as part of the monthly inspection checklist and report them on the CITR.
- C. Testing and certification due dates are reviewed during monthly meetings by the UST Task Force.

**6. Monitoring for Regulatory Changes**

UST Project Manager is responsible for identifying regulatory changes that may potentially affect the City's UST Program.

The Project Manager shall subscribe to the State Water Board's UST e-mail list and monitor UST and fueling industry publications for changes in technology that may present improved methods for attaining and maintaining regulatory compliance.

In the event of regulation or technology changes, the Project Manager shall prepare a report summarizing the change and present it at the monthly meeting of the UST Compliance Task Force.

If deemed necessary, the Storm Water/Environmental Compliance Officer shall forward to the City Attorney for review and guidance.



## **7. Documentation**

### **A. Onsite Documentation**

At each site, an indexed UST Compliance Binder (Appendix J) shall be maintained and contain the following documentation:

1. Permits (SCAQMD, CUPA)
2. UST Operating Permit Application – Facility Information (formerly State Water Board Permit Application Form A – Facility)
3. UST Operating Permit Application – Tank Information (formerly State Water Board Permit Application Form B – Tank)
4. Plot Plan
5. Monitoring Plan
6. Emergency Response Plan
7. Annual Monitoring System Certification (most recent) and Spill Containment Test Results
8. Alarm History Log (if not printable by monitoring system)
9. Unauthorized Release Record
10. Emergency Phone Numbers
11. Semi-weekly Site Inspection Checklist and Log
12. Designated UST Operator Agreement
13. Financial Responsibility Documentation
14. Maintenance and Monitoring Records

### **B. Remote UST Documentation**

The official set of documentation for the City's UST Program shall be maintained by the Fleet Supervisor in charge of the UST Program and be located at:

Fleet Service Bureau  
2600 Temple Avenue  
Long Beach CA 90806

This set of documentation shall include the originals of the onsite documents and additional documents (Appendix K):

1. Permits (SCAQMD, CUPA)
2. UST Operating Permit Application – Facility Information (formerly State Water Board Permit Application Form A – Facility)
3. UST Operating Permit Application – Tank Information (formerly State Water Board Permit Application Form B – Tank)
4. Plot Plan
5. Monitoring Plan
6. Emergency Response Plan



7. Annual Monitoring System Certification (most recent) and Spill Containment Test Results
8. Alarm History Log (if not printable by monitoring system)
9. Unauthorized Release Record
10. Emergency Phone Numbers
11. Semi-weekly Site Inspection Checklist and Log
12. Designated UST Operator Agreement
13. Financial Responsibility Documentation
14. Maintenance and Monitoring Records
15. Monthly Designated UST Operator Inspection Reports
16. Annual CUPA Inspection Reports
17. Secondary Containment Test Results
18. Facility Employee Training Log
19. UST Construction, Upgrade and Repair Documentation

#### **C. Document Retention Schedule**

At a minimum, documentation associated with City-owned UST systems shall be retained as required by applicable statutes and regulations and in accordance with Appendix L.

#### **D. Electronic Document Archival System**

In addition to the official hard copies of the documentation required for the UST system, key documents will be archived electronically and be available via Electronic Document Archival Program.

At minimum, these documents include:

- Monthly Designated Operator Inspection Report
- Secondary Containment Testing Results
- Monitoring System Certification

### **8. UST Compliance Plan**

This document and all attachments and appendices shall be maintained at the direction of the Manager of Fleet Services Bureau and be archived at the Fleet Services Bureau, 2600 Temple Ave. Long Beach CA 90806.

Additionally, this UST Compliance Plan and all attachments and appendices shall reside on the City's intranet.

This UST Compliance Plan may be updated as necessary.

Proposed changes will be prepared by the UST Task Force and approved by the UST Executive Committee. For a period of five years following initial adoption of the Compliance Plan by the City Council and entry of the Consent Judgment<sup>1</sup> requiring adoption and implementation of the Compliance Plan, whichever date is later, the Director of the State Water Board Office of Enforcement, or his or her designee, must provide written approval of the proposed changes before they take effect.

After a new version of the UST Compliance Plan is approved, it shall be assigned a unique issuance number, and the old version shall be stamped "obsolete" and archived. The revised version will be distributed and posted within 30 days of its revision. Once approved, the revised version shall be implemented as required by the Injunctive Relief provisions of the Consent Judgment, for as long as the Consent Judgment remains in effect.

### **9. Remote Alarm Notification**

The Automated Remote Alarm Monitoring Program immediately alerts the UST Information Manager-Independent Contractor of any UST leak monitoring system alarm condition. The UST Information Manager-Independent Contractor shall immediately notify (by telephone and e-mail) the Fleet Supervisor in charge of UST Operations.

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<sup>1</sup> The "Consent Judgment" refers to a settlement agreement with the State Water Resources Control Board in the case, *The People of the State of California ex rel. State Water Resources Control Board v. City of Long Beach*. As of the date of this writing, the Consent Judgment has not yet been filed. The final Consent Judgment will be available for reference at the State Water Resources Control Board's webpage at [www.waterboards.ca.gov](http://www.waterboards.ca.gov).

## **VI - Training**

### **PURPOSE**

Training will be provided to four target employee groups commensurate to their UST Compliance Program involvement.

### **TRAINING GROUPS**

The four groups and their training regiment are summarized as follows:

**Executive Committee.** The Executive Committee will be trained in the basics of UST regulation and system components; basic audit principles; and long term financial planning associated with owning a UST system.

**UST Compliance Taskforce Members** are employees and contractors listed in Section IV of this document (See Appendix C). This group will receive in-depth training on UST regulations, construction, monitoring, operations and remediation.

**Facility Employees** that may be called upon to respond to an unauthorized release, a substandard condition, or non-compliance issue. This group of people will typically be stationed at a UST site and be involved in site operations. This group will be trained in the safe operation of the UST site and how to properly respond to a spill.

**All Employees** will receive awareness training with regard to the UST program. Training will focus on how to recognize and report a problem associated with the UST program.

### **TRAINING SYLLABUSES**

The following are the general syllabuses for each of the groups listed above:

#### **Executive Committee:**

The Project Manager will provide training to the management of the site-responsible departments. Training will cover the following topics:

1. Overview of UST regulations
2. Overview of UST system components
3. Responsibility of Ownership
  - a. Cost to Install a new system
  - b. Cost to maintain an existing system
  - c. Cost to close a system



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- d. Remediation
  - e. Financial Planning
4. Overview of UST Program Compliance Audit

**UST Compliance Taskforce Members:**

The Project Manager will provide initial training and annual refresher courses to the UST Compliance Taskforce Members.

Training to include the following topics:

1. UST Regulations
  - a. Health and Safety Code (Chapter 6.7)
  - b. UST Regulations (Title 23, Chapter 16)
  - c. CUPA regulations (Post Tank Removal Guidelines)
2. UST Construction
  - a. Typical UST Components and their manufacturers
  - b. Typical Lifecycle
3. UST Leak Monitoring Systems
  - a. Basic Veeder Root Operation
  - b. Accessing the Remote Monitoring Website
4. Unauthorized Release Response
  - a. Safety
  - b. Cleanup
  - c. Documentation
5. Remediation
  - a. Overview of basic methods

**Facility Employees:**

Training shall be conducted by the PM/DO in accordance with the requirements set forth in State Water Board Designated Operator UST Training Requirements [CCR, title 23, section 2715(b) – (f)]

All Facility Employees shall be trained within six months of being hired and annually thereafter.

Training will include the following, but not be limited to:

1. Best Management Practices
  - a. Record Keeping
  - b. Preventive Maintenance

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- c. Delineation of Responsibility
  - d. Knowing your system and the spill response kit
  - e. Compliance with all regulations
2. The Monitoring System
    - a. Explanation of how the system is monitored
    - b. The Monitoring Panel and how to respond to an alarm, including, but not limited to the name of a contact person for emergencies and monitoring equipment alarms
  3. Spill and Overfill Response (seven step method)
    - a. Assess the situation
      - i) If it is unsafe to approach, evacuate the area and call 911
      - ii) If it appears safe to approach, proceed to the next step
    - b. Stop the flow. Hit the Emergency Shutoff Switch and close any aboveground valves
    - c. Contain the free product by constructing a dyke around the spill
    - d. Absorb the material
    - e. Dispose of any recovered product and the used absorbent as hazardous waste
    - f. Report the release
      - i) By phone within 24 hours to the local agency
      - ii) In writing within five working days to the local agency, with the information described in section 2652(c) of title 23, California Code of Regulations
    - g. If a part of the system has broken, a qualified service technician or qualified UST installer who meets applicable requirements of title 23, California Code of Regulations will repair the system prior to reopening, after obtaining any necessary state or local permits
  4. Emergency Contacts
  5. Proper Operation of the fueling system (where applicable)
  6. Preparing and Submitting a Site Repair Ticket (SRT)
  7. Testing (Upon the completion of training, a short quiz shall be administered to each facility employee to assure that the information covered has been fully understood.)

**All Employees:**

Training to include the following topics:

1. Important contact numbers/911
2. An overview of underground storage of hazardous substances
3. A warning about contact with gasoline, diesel and waste oil
4. Recognizing a potential environmental hazard at a UST site
5. Instruction for preparing a SRT form to report substandard or noncompliance issues

## **VII - Monitoring and Information Systems**

**PURPOSE** Define remote monitoring and alarm response protocols

### **REMOTE UST ALARM AND VOLUME MONITORING**

All UST sites shall be remotely monitored. The City of Long Beach has contracted with a UST Information Manager-Independent Contractor to perform 24/7 online monitoring of UST sites using a Automated Remote Alarm Monitoring Program. This computerized, facility-based data management provides:

- Early warning of time-sensitive compliance obligations.
- Notification of activities that can trigger compliance requirements.
- Documentation of key environmental compliance information.
- Centralize the Fuel Management Operations.

### **ALARM RESPONSE**

The UST Information Manager-Independent Contractor, responds to all tank alarm conditions by notifying the Fleet Supervisor in charge of UST Operations of alarm condition and corrective action. All alarm and corrective action are documented electronically. See Section V, 9.

### **HARD COPY DOCUMENT ARCHIVAL SYSTEM**

Each UST site has all critical UST documentation located on the premises. In addition, UST documents are stored at the Fleet Services Bureau located at 2600 Temple Avenue, Long Beach, CA 90806. See Section V, 7, A&B.

### **ELECTRONIC DOCUMENT ARCHIVAL SYSTEM**

All UST testing and permitting documentation is stored electronically via Electronic Document Archival Program on a controlled access website. See Section V, 7, D.

### **RESOLUTION TRACKING SYSTEM**

UST Compliance issues will be tracked using the Project Tracker System. See Section V, section 1.



## **VIII - Auditing**

### **PURPOSE**

The Director of Public Works will commission the Office of the City Auditor to conduct an audit assessing the effectiveness of the UST Compliance Program.

### **PROGRAM AUDIT**

Independent program audits shall be conducted each June by the City Auditor's Office to ensure that the UST Compliance Plan is being properly implemented and managed.

### **AUDIT RESULTS**

Audit results will be addressed to Director of Public Works and Executive Committee. The UST Task Force will address issues and/or recommendations detailed in the audit and will report back to Executive Committee within 60 days.

## **IX - Measurement & Accountability**

### **PURPOSE**

Delineate criteria by which the program's effectiveness can be measured and establish a system of accountability.

### **PERFORMANCE CRITERIA**

The establishment of objective criteria by which performance can be measured is critical to the program's success. While performance criteria will be added as the program matures, the following criteria shall be tracked:

- Number of minor violations recorded during the annual CUPA inspection
- Number of major violations recorded during the annual CUPA inspection
- Number of substandard or non-compliance issues resulting in an actionable CAR
- Average number of days required to close out each Corrective Action Report (CAR)
- Number of Sites certified as fully compliant on September 30<sup>th</sup> of each year
- Number of consecutive days between unauthorized releases
- Number of leak alarms per year

Outcomes in the above criteria shall be used to evaluate the program's effectiveness.

### **ACCOUNTABILITY**

Individual and group accountability must be maintained in order for the program to succeed. The program's hierarchical organizational structure provides that accountability. Each position's responsibility is clearly defined. It allows for evaluation of each individual's performance as to the accomplishment of his or her role in regard to the program.

**X – APPENDIX**

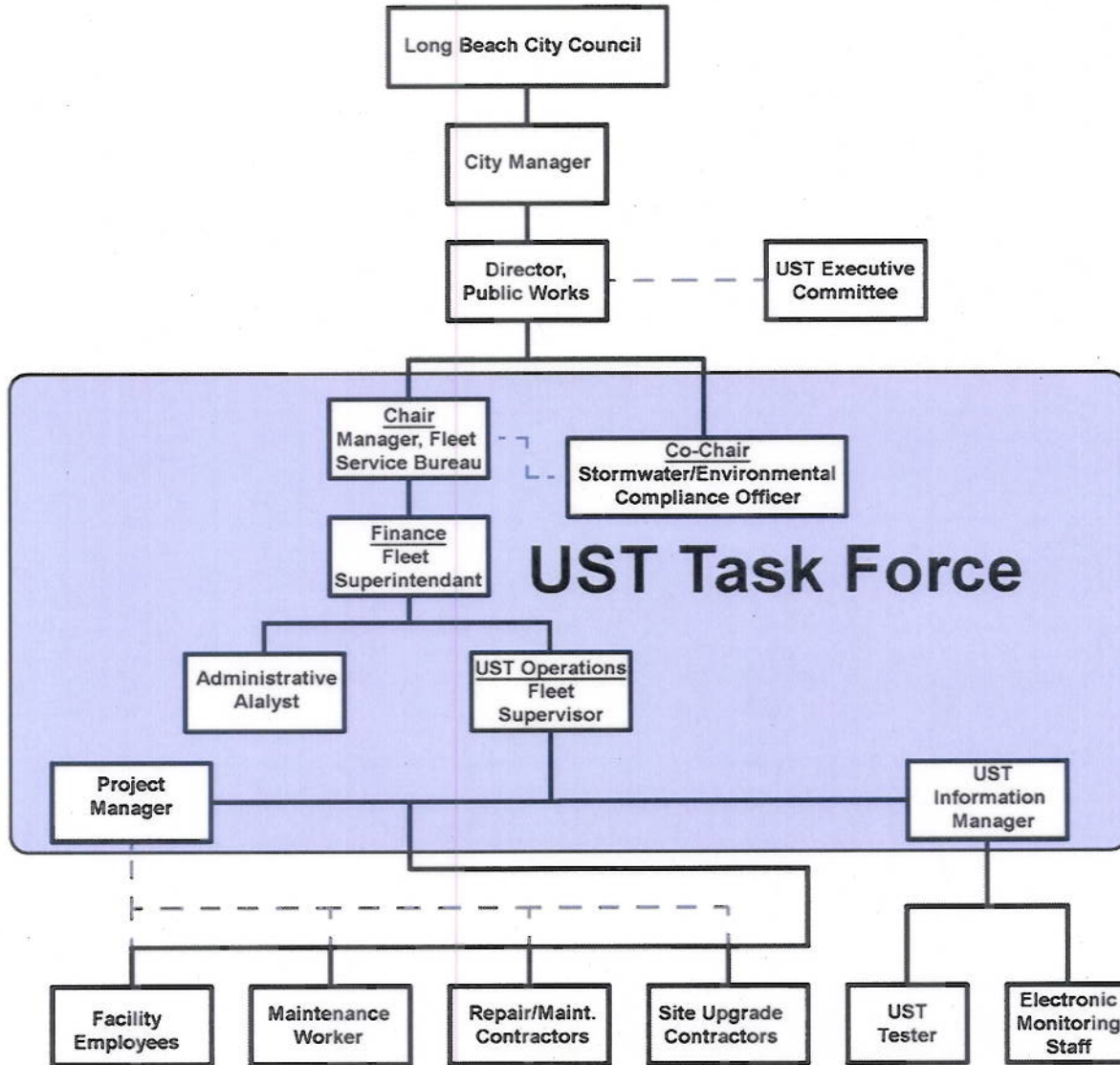
Appendix A	UST Site Locations
Appendix B	UST City Map
Appendix C	UST Compliance Program Organizational Chart
Appendix D	Site Repair Ticket (SRT)
Appendix E	Corrective Action Report (CAR)
Appendix F	UST Compliance Issue Tracking Report (CITR)
Appendix G	UST Site Certification
Appendix H	Semi-Weekly Site Inspection & Log
Appendix I	Monthly Site Inspection
Appendix J	UST Compliance Binder Index
Appendix K	UST Documentation Filing Key
Appendix L	UST Documentation Retention Schedule



**City of Long Beach UST Site Locations**

<b>Site #</b>	<b>Site Address</b>	<b>Site Description</b>
11	160 Market St.	Fueling
13	2475 Adriatic Ave.	Fueling
14	5200 Eliot St.	Fueling
16	2890 E. Wardlow Rd.	Fueling
23	333 W. Ocean Blvd.	Generator
29	Airport 4105 E. D. Doug. Dr.	Generator
34	400 W. Broadway	Fueling
35	4891 N. Atlantic Ave.	Fueling/Gen
38	2400 E. Spring Street	Fueling
39	1835 Santa Fe Ave.	Fueling
41L	700 E. Shoreline Dr.	Fueling
59	2249 Argonne Ave.	Fueling
ECOC	2990 Redondo Ave.	Generator
WD1	2950 Redondo Ave.	Fueling/Gen
WD2	1800 Wardlow Rd.	Fueling

### City of Long Beach UST Compliance Program Organization Chart



# UST Fueling System & Emergency Generator

**For UST Task Force Use Only:**

SRT #

Corrective Action

Report Assigned To:

## Site Repair Ticket (SRT)

Date:

Time:

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

Site

Address: \_\_\_\_\_

Do you Suspect a Spill? \_\_\_\_\_

Gasoline:  Diesel:  Other:  Unknown:

Quantity  
Released: \_\_\_\_\_

Gallons

Describe the Sub-Standard or Non-Compliance Issue:

SRT

Reported By: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

This Report is Submitted Anonymously

Submit completed form to the Superintendent of Fleet Operations (2600 Temple Ave. Long Beach CA 90806).

For Questions, please call (562) 570-5400.



# Corrective Action Report (CAR)

Site Repair Ticket #

CAR #

Site Repair Ticket Date

CAR Date:

Assigned To:

UST Site #

Site Address:

**Issue Description** (Attach a copy of the SRT):

**Corrective Action Plan**  
Root Cause:  
  
Issue Resolution:  
  
Long Term Corrective Action:

<u>Date</u>	<u>Action Taken</u>

Issue Resolved, and CAR Closed on:

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Fleet Supervisor,  
UST Operations

The City of Long Beach UST Compliance Program: Appendix F (rev 3.3)

Appendix F

City of Long Beach  
UST Compliance Issues  
as of December 24th, 2008

Site #	Site Address	Site Status/Date	Monitoring Certification	Secondary Containment Test	Action Needed to Attain Full Compliance	Project Timelines	Estimated Date for FULL Compliance	Actual Cost FY2008	Actual Cost FY2009	Estimated Cost FY 2009	Total Costs (Actuals plus FY09 Est.)	Fund
10	1417 Peterson Ave	Closed						\$22,400	\$23,460	\$45,860	General	
10a	1475 Peterson Ave.	Closed			<ul style="list-style-type: none"> <li>Site taken out of service</li> <li>UST site closed. Tanks removed</li> </ul>	<ul style="list-style-type: none"> <li>Apr-07</li> <li>Jul-08</li> </ul>	Currently Compliant	\$13,350	\$13,350	General		
11	160 Market St.	Temp Closure	01/16/08	Pass	<ul style="list-style-type: none"> <li>Re-pipe and install new UDC</li> </ul>	<ul style="list-style-type: none"> <li>Sep-08</li> <li>Sep-08</li> <li>Feb-09</li> </ul>	Currently Compliant	\$0	\$80,087	\$80,087	General	
13	2475 Adhelle Ave.	Active	02/20/08	Pass			Currently Compliant			\$0	General	
14	5200 Ellet St.	Active	01/17/08	Pass			Currently Compliant			\$0	General	
16	2890 E. Windlow Rd.	Active	02/19/08	Pass			Currently Compliant			\$0	General	
23	833 W. Ocean Blvd.	Active	02/20/08	Pass			Currently Compliant			\$0	General	
27	3591 Lakewood Blvd.	Active	02/19/08	Pass			Currently Compliant	\$35,000	\$29,600	\$64,600	General	
28	3150 St. Louis St (Airport)	Closed			<ul style="list-style-type: none"> <li>UST site closed. Tanks removed.</li> </ul>	<ul style="list-style-type: none"> <li>Dec-07</li> </ul>	Currently Compliant	\$25,700	\$25,700	\$25,700	Airport	
29	Airport 4105 E. D. Doug Dr.	Active	02/25/08	Pass	<ul style="list-style-type: none"> <li>Repair permit application returned</li> <li>Plan approval</li> <li>UMP penetrations to be replaced</li> </ul>	<ul style="list-style-type: none"> <li>Dec-08</li> <li>Jan-09</li> <li>Feb-09</li> </ul>	2/28/2009	\$51,000	\$53,066	\$60,000	Airport	
34	400 W Broadway	Active	01/22/08	Pass			Currently Compliant		\$42,950	\$42,950	General	
35	4891 N. Atlantic Ave.	Active	01/16/08	Pass			Currently Compliant		\$47,653	\$47,653	General	
37	2700 Studenbaker Rd.	Closed			<ul style="list-style-type: none"> <li>Site taken out of service</li> <li>UST site closed. Tanks removed</li> </ul>	<ul style="list-style-type: none"> <li>Jun-07</li> <li>Sep-08</li> </ul>	Currently Compliant	\$28,400	\$29,260	\$57,660	General	
38	2400 E. Spring Street	Active	01/16/08	Pass			Currently Compliant	\$0	\$51,071	\$51,071	General	
39	1835 Santa Fe Ave.	Active	01/17/08	Pass			Currently Compliant		\$56,869	\$56,869	General	
41	16 Waste Oil Sites 42-49	Out of Service	4/9/08 to 4/11/08	Pass	<ul style="list-style-type: none"> <li>Amular space failed on all tanks.</li> </ul>	<ul style="list-style-type: none"> <li>Apr-07</li> <li>Feb-08</li> <li>May-08</li> <li>Aug-08</li> <li>Jan-09</li> <li>Mar-09</li> </ul>	3/31/2009	\$600,000	\$65,251	\$634,749	Tidelands	
41L	700 E Shoreline Dr.	Temp Closure	06/12/08	Pass	<ul style="list-style-type: none"> <li>Re-pipe and add monitored UDCs.</li> </ul>	<ul style="list-style-type: none"> <li>Jun-08</li> <li>Sep-08</li> <li>Feb-08</li> <li>Feb-08</li> <li>Jul-09</li> </ul>	Currently Compliant	\$10,038	\$1,006,000	\$1,016,038	Tidelands	
43	1725 San Francisco Ave.	Closed			<ul style="list-style-type: none"> <li>Site closed. Tanks removed</li> </ul>	<ul style="list-style-type: none"> <li>Jul-08</li> </ul>	Currently Compliant	\$34,700	\$34,700	\$69,400	General	
45	4600 Pasadena/Schreier Park	Closed			<ul style="list-style-type: none"> <li>Site Closed. Tank removed.</li> </ul>	<ul style="list-style-type: none"> <li>Nov-07</li> </ul>	Currently Compliant	\$12,500	\$12,500	\$12,500	General	
54	4326 Olympic Plaza	Closed			<ul style="list-style-type: none"> <li>Site out of Service</li> <li>Site closed. USTs Removed</li> <li>Water sampling plan submitted</li> <li>Water and Soil Samples CLEAN</li> </ul>	<ul style="list-style-type: none"> <li>Apr-08</li> <li>Apr-08</li> <li>Aug-08</li> <li>Oct-08</li> </ul>	Currently Compliant	\$280,000	\$87,534	\$517,534	Tidelands	
59	2249 Argonne Ave.	Temp Closure	02/21/08	Pass	<ul style="list-style-type: none"> <li>Contract issued for site rebuild</li> <li>Design approved</li> <li>Temporary closure completed</li> <li>Repairs to be complete</li> </ul>	<ul style="list-style-type: none"> <li>May-08</li> <li>Sep-08</li> <li>Sep-08</li> <li>Dec-08</li> </ul>	Currently Compliant	\$0	\$129,950	\$129,950	General	
65	6204 E. 2nd Street	Out of Service	04/10/08 (LLD not tested)	Pass	<ul style="list-style-type: none"> <li>Site out of service</li> <li>Temporary Closure Complete</li> <li>Temp closure renewal denied. Perm close anticipated.</li> <li>Contract to remove site issued</li> <li>CUPA closure permit approved</li> <li>Coastal Commission approval</li> </ul>	<ul style="list-style-type: none"> <li>May-05</li> <li>Apr-06</li> <li>May-07</li> <li>Mar-08</li> <li>Aug-08</li> <li>Feb-09</li> </ul>	3/31/2009	\$0	\$64,500	\$64,500	Tidelands	
ECOC 2960 Redondo		Active	02/21/08	Pass			Currently Compliant			\$0	General	
WD1 2050 Redondo		Active	02/21/08	Pass	<ul style="list-style-type: none"> <li>Re-pipe and install new UDC</li> </ul>	<ul style="list-style-type: none"> <li>Sep-08</li> <li>Dec-08</li> <li>Jan-09</li> </ul>	1/31/2009	\$0	\$49,801	\$49,801	Water	
WD2 1800 Windflow		Active	04/09/08	Pass			Currently Compliant		\$125,473	\$125,473	General	
								\$1,031,600	\$385,087	\$2,813,984	\$4,230,681	
								\$1,031,600	\$385,087	\$2,813,984	\$4,230,681	

SAMPLE

NOTE: Ownership of this site was transferred to Olen Properties on 9/30/08

Legend:  
 Site Fully Compliant  
 Site Out of Service. Closure in Process  
 Emergency Closure. Site Out of Compliance. Upgrades in Process



## UST Site Certification of Compliance Form

Complete this form by answering the questions below:

City of Long Beach UST Site Location:

Site #: \_\_\_\_\_

Address: \_\_\_\_\_

(Answer each question below. Skip a question only if directed to do so.)

Circle  
Either Yes  
Or No

**Questions**

<b>Question 1:</b> Is the site operating properly and in good condition? If answered no, comments:	Yes	No
<b>Question 2:</b> Is the spill-response kit properly stocked and accessible? If answered no, comments:	Yes	No
<b>Question 3:</b> Are the spill buckets dry and free of debris? If answered no, comments:	Yes	No
<b>Question 4:</b> Are the UDCs dry and free of debris? If answered no, comments:	Yes	No
<b>Question 5:</b> Is the leak monitoring system operating properly? If answered no, comments:	Yes	No
<b>Question 6:</b> Have all recent monitoring system alarms been attended to properly? If answered no, comments:	Yes	No
<b>Question 7:</b> Is the overfill protection system operating as described in the monitoring plan? If answered no, comments:	Yes	No
<b>Question 8:</b> Is this system cathodically protected as required? If answered no, comments:	Yes	No
<b>Question 9:</b> Is the UST Compliance Binder complete and up to date? If answered no, comments:	Yes	No
<b>Question 10:</b> Is the remotely archived documentation complete and up to date? If answered no, comments:	Yes	No



<b>Question 11:</b> Has the site's leak monitoring system (including LLDs) been certified within the past 12 months? If answered no, comments:	Yes	No
<b>Question 12:</b> Has this site passed secondary containment testing within the past 36 months? If answered no, comments:	Yes	No

### Certification Statement

**I attest to the following (Completely read and fill out this form):**

- I have examined and the information contained in this submittal, including any and all documents accompanying this certification statement;
- The information contained in this submittal is to the best of my knowledge true, accurate, and complete; and
- I am qualified and authorized to make this attestation on behalf of this facility and am aware that there are significant penalties for knowingly/willfully submitting any false statement, representation, or certification.

**UST Project Manager:**

---

Printed Name
Signature
Title
Date

Semi-Weekly  
UST Site Inspection  
Checklist

UST Site #   
Date:

<u>Inspection Point</u>	<u>Yes</u>	<u>No</u>	<u>Explanation</u>
<b><u>General Site Inspection</u></b>			
1. Is the <b>Spill Containment Kit</b> fully stocked?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Is the <b>Emergency Shutoff</b> sign in good condition and visible from the fueling position?	<input type="checkbox"/>	<input type="checkbox"/>	
3. Are the No Smoking Signs in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	
4. Is the <b>Fire Extinguisher</b> fully charged (per the dial)?	<input type="checkbox"/>	<input type="checkbox"/>	
5. Is there any <b>free product</b> on the ground/pavement?	<input type="checkbox"/>	<input type="checkbox"/>	
6. Has all <b>used absorbent</b> been disposed of as HAZMAT?	<input type="checkbox"/>	<input type="checkbox"/>	
<b><u>Dispensers (where applicable)</u></b>			
7. Are the dispensers clean and in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	
8. Are the nozzles clean and dry?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Do the hoses and break-aways show signs of leakage?	<input type="checkbox"/>	<input type="checkbox"/>	
10. Are the hoses fully retracted and not touching the ground?	<input type="checkbox"/>	<input type="checkbox"/>	
11. Are the dispenser island bollards in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	
<b><u>Emergency Generator (where applicable)</u></b>			
12. Is the aboveground piping clean and showing no signs of leakage?	<input type="checkbox"/>	<input type="checkbox"/>	
13. Is the emergency generator clean and dry?	<input type="checkbox"/>	<input type="checkbox"/>	

The City of Long Beach UST Compliance Program: Appendix H (rev 3.3)

<u>Inspection Point</u>	<u>Yes</u>	<u>No</u>	<u>Explanation</u>
<b><u>UST Tank Farm</u></b>			
14. Are the <b>Spill Buckets</b> clean and free of Debris?	<input type="checkbox"/>	<input type="checkbox"/>	
15. Are the <b>fill and vapor caps</b> secure?	<input type="checkbox"/>	<input type="checkbox"/>	
16. Are the <b>Manway covers</b> seated and secure?	<input type="checkbox"/>	<input type="checkbox"/>	
<b><u>Leak Monitoring System</u></b>			
17. Is the <b>Monitoring Panel</b> powered?	<input type="checkbox"/>	<input type="checkbox"/>	
18. Is the system showing " <b>All Systems Normal</b> "?	<input type="checkbox"/>	<input type="checkbox"/>	



# Semi-Weekly UST Site Inspection Logbook

UST Site #		UST Site Address:	
------------	--	-------------------	--

Month:		Year:	
--------	--	-------	--

	<b>Inspected By (Initial)</b>		<b>Inspected By (Initial)</b>
<b>Date</b>		<b>Date</b>	
1	_____	16	_____
2	_____	17	_____
3	_____	18	_____
4	_____	19	_____
5	_____	20	_____
6	_____	21	_____
7	_____	22	_____
8	_____	23	_____
9	_____	24	_____
10	_____	25	_____
11	_____	26	_____
12	_____	27	_____
13	_____	28	_____
14	_____	29	_____
15	_____	30	_____
	_____	31	_____

California Certified Underground Storage Tank Operators

**Pacific Coast Tank**

235 E. Broadway, #706  
Long Beach, CA 90802

August 2008

**Sample**

Designated Underground Storage Tank (UST) Operator

www.PacTank.com

Info@PacTank.com

Info@PacTank.com

Monthly Visual Inspection Checklist

Facility Name: <b>Water Department Maintenance Yard, WD2</b>	Date: 8-4-08
Facility Address: 1800 E. Wardlow	
City: Long Beach, CA	Zip Code: 90807
Designated UST Operator Conducting the Inspection: Steven G. Aichele	
International Code Council Certification #: 5249295-UC	Expiration Date: 12-22-08
Signature:	Phone: 562-491-0067

Y = Yes, N = No, NA = Not Applicable

Item	MONITORING PANEL / ALARM HISTORY				Y	N	NA
1	Monitoring system is powered on and in proper operating mode.				X		
2	Monitoring system is <b>not</b> currently showing any alarms or warnings.				X		
3	Alarm history report/log for the previous month is available, and has been reviewed by the Designated UST Operator. <i>(Attach a copy of the alarm history report/log to this form if available.)</i>				X		
4	Each alarm for the previous month has been responded to appropriately.				X		
5	Sensors located in tank-top containment sumps have <b>not</b> alarmed in the past month.				X		
5a	<p><b>List all tank-top sumps where alarms occurred in the past month:</b></p> <p><i>Note: Sumps where an alarm has occurred in the past month must be inspected unless a qualified service technician responded to, and properly addressed, the cause of the alarm. Attach documentation verifying appropriate service to this report.</i></p> <p><i>If sump inspection is required, record results in item 6, below.</i></p>						
<b>UST SYSTEM INSPECTION</b>							
6	Tank-top containment sumps are free of water, debris, and hazardous substance. Sensors are located properly.						
	<i>Note: Visual inspection of sumps is only required in sumps where an alarm has occurred in the past month for which there is no service record.</i>						
		Y	N		Y	N	
	Sump Location: Diesel						
	Sump Location:						
	Sump Location:						
7	Spill containment structures are free of water, debris, and hazardous substance.						
		Y	N	NA	Y	N	NA
	Tank 1 - Contents: UL	X					
	Tank 2 - Contents: Diesel	X					
	Tank 3 - Contents:						
	Tank 4 - Contents:						
8	Under-dispenser containment areas are free of water, debris, and hazardous substance. Sensors are located properly.						
		Y	N	NA	Y	N	NA
	Dispenser 1 / 2 UL	X					
	Dispenser 3 / 4 Diesel	X					
	Dispenser 5 / 6 UL	X					
	Dispenser 7 / 8						
<b>PAPERWORK INSPECTION</b>							
9	Monitoring system certification has been completed within past 12 months.				X		4-9-08
10	Secondary containment tests have been completed within the required timeframe.				X		3-16-07
11	Spill containment structure (bucket) testing was completed within the past year.				X		4-14-08
12	Tank tightness testing was completed within required timeframe.					X	
13	Line tightness testing was completed within required timeframe.					X	Not required
14	Other required testing/maintenance was completed within required timeframe. <i>(List test/maintenance items below.)</i>						
	Test/Maintenance: Spill bucket repaired by Atom Env.	X					7-14-08
	Test/Maintenance:						
	Test/Maintenance:						
<b>FACILITY EMPLOYEE TRAINING</b>							
15	All facility employees have received the required on-the-job training within the past year.				X		
16	All facility employees hired within the past 30 days have received the required on-the-job training.				X		

Note: Any answer of "N" should be explained in the comment section on the following page, and will require follow-up action.

800.834.1178

**Comments:**

This site is a fueling site for Water Department vehicles.

The above ground portion of this system appears to be in good condition.

This is a suction system with the pumps in the dispensers.

The annular space on the unleaded tank is brine-filled.

The system is monitored with a Veeder-Root TLS 350 Plus console. No key is needed for the

Bennett dispensers. The UDC sensors are capable of positive shutoff.

Overfill Alarms tested: 

Audible	Visual
Pass	Pass

**Has the Semi-Weekly UST Site Inspection Log been reviewed?**

Yes

**Have all required Semi-Weekly UST Site Inspections been conducted?**

Yes

**Items Requiring Follow-Up Actions:**

Items #12 and 13: Periodic Tank and Line Tightness testing are not required on this system.



## **UST Documentation Binder Index (Appendix J)**

**The following documents are maintained at this UST Site:**

1. Permits (SCAQMD, CUPA)
2. UST Operating Permit Application – Facility Information (formerly State Water Board Permit Application Form A – Facility)
3. UST Operating Permit Application – Tank Information (formerly State Water Board Permit Form B – Tank)
4. Plot Plan
5. Monitoring Plan
6. Emergency Response Plan
7. Annual Monitoring System Certification (most recent) and Spill Containment Test Results
8. Alarm History Log (if not printable by the monitoring system)
9. Unauthorized Release Record
10. Emergency Phone Numbers
11. Semi-weekly Site Inspection Checklist and Log
12. Designated UST Operator Agreement
13. Financial Responsibility Documentation
14. Maintenance and Monitoring Records

All other UST documentation is maintained at:

**City of Long Beach**  
**Fleet Services Bureau**  
2600 Temple Avenue  
Long Beach CA 90806

For more information, contact the Fleet Supervisor in charge of UST operations at 562-570-5457.

## **UST Compliance Documentation Filing Key (Appendix K)**

The documentation for each UST Site shall be filed in folders using the following system:

1. Permits (SCAQMD, CUPA)
2. UST Operating Permit Application – Facility Information (formerly State Water Board Permit Application Form A – Facility)
3. UST Operating Permit Application – Tank Information (formerly State Water Board Permit Application Form B – Tank)
4. Plot Plan
5. Monitoring Plan
6. Emergency Response Plan
7. Annual Monitoring System Certification (most recent) and Spill Containment Test Results
8. Alarm History Log (if not printable by monitoring system)
9. Unauthorized Release Record
10. Emergency Phone Numbers
11. Semi-weekly Inspection Checklist and Log
12. Designated UST Operator Agreement
13. Financial Responsibility Documentation
14. Maintenance and Monitoring Records
15. Monthly Designated Operator Inspection Reports
16. Annual CUPA Inspection Reports
17. Secondary Containment Test Results
18. Facility Employee Training Log
19. UST Construction, Upgrade and Repair Documentation

**UST Documentation Retention Schedule**

UST documents shall be retained at the Fleet Services Bureau in accordance with the following schedule:

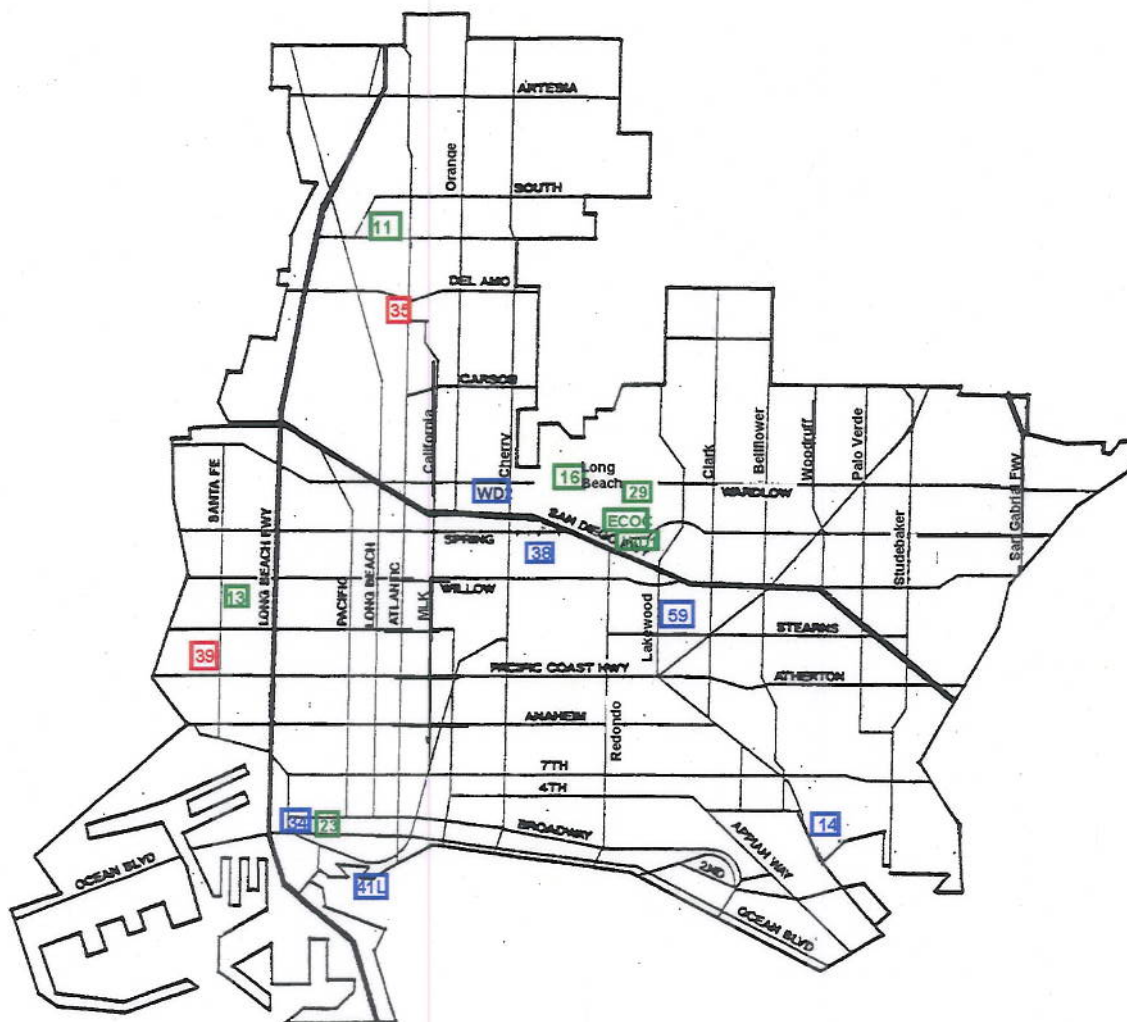
<b><u>Document</u></b>	<b><u>Retain</u></b>
Permits (SCAQMD, CUPA)	Until renewed or five years after the site is permanently closed
UST Operating Permit Application-Facility Information	Five years after the site is permanently closed
UST Operating Permit Application-Tank Information	Five years after the site is permanently closed
Plot Plan	Five years after the site is permanently closed
Monitoring Plan	Five years after the site is permanently closed
Emergency Response Plan	Five years after the site is permanently closed
Unauthorized Release Record	Five years after the site is permanently closed
Semi-weekly Inspection Checklist (completed)	Three Months
Semi-weekly Inspection Checklist (Log)	Three Years
Emergency Phone Numbers	Until updated
Designated UST Operator Agreement	Five years after the site is permanently closed
Financial Responsibility Documentation	Until updated or five years after the site is permanently closed
Monthly Designated UST Operator Inspection Reports	One year, or if the site closes, retain the final 12 reports for five years from the closure date



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<b><u>Document</u></b>	<b><u>Retain</u></b>
Annual CUPA Inspection Reports	Five years after the site is permanently closed
Annual Monitoring System	Five years after the site is permanently closed
Certification and Spill Containment Test Results	Five years, or if the site closes, retain the final test results for five years after the closure date
Secondary Containment Test Results	Five years, or if the site closes, retain the final test result for five years after the closure date.
Facility Employee Training Log	Five years after the site is permanently closed.
UST Construction, Upgrade, and Repair Records	Five years after the site is permanently closed.
Maintenance and Monitoring Records	Five years after the site is permanently closed.

## Appendix B: Current Fueling Sites



- |   |                                 |
|---|---------------------------------|
| Site 11 - 160 Market St.                | Site 38 - 2400 E. Spring St     |
| Site 13 - 2475 Adriatic Ave.            | Site 39 - 1835 Santa Fe Ave.    |
| Site 14 - 5200 Eliot                    | Site 41L - 700 E. Shoreline Dr. |
| Site 16 - 2890 E. Wardlow Rd.           | Site 59 - 2249 Argonne Ave.     |
| Site 23 - 334 W Broadway - [gen]        | ECOC - 2990 Redondo Ave. [gen]  |
| Site 29 - 4105 Donald Douglas Dr. [gen] | WD1 - 2950 Redondo Ave.         |
| Site 34 - 400 W. Broadway               | WD2 - 1800 Wardlow Rd.          |
| Site 35 - 4891 N. Atlantic Ave.         |                                 |

- Unleaded
- Unleaded &
- Diesel