DOCKETED

Docket Number:	01-EP-07C
Project Title:	Hanford Energy Park Peaker Project Compliance
TN #:	202994
Document Title:	Response to Information Requests regarding Motion to Extend
Description:	N/A
Filer:	Paul Kihm
Organization:	Latham & Watkins LLP / M. Carroll
Submitter Role:	Applicant Representative
Submission Date:	8/27/2014 2:02:01 PM
Docketed Date:	8/27/2014

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STATE OF CALIFORNIA
ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

IN THE MATTER OF:	)	DOCKET NO. 01-EP-07
	)	
HANFORD ENERGY PARK EMERGENCY PEAKER PROJECT	)	RESPONSE TO INFORMATION REQUESTS REGARDING MOTION TO EXTEND
	)	
	)	
	)	

On May 10, 2001, the California Energy Commission (CEC) approved the Hanford Energy Park Emergency Peaker Project (01-EP-07), a 95-megawatt natural-gas fired, simple-cycle, peaking facility in Hanford, California (Project). On May 20, 2013, GWF Energy LLC (GWF) submitted a Motion For Clarification Regarding Operational License, in which GWF requested clarification from the CEC that the Project can be operated in simple cycle mode for the life of the project.

To address GWF's motion, Staff for the CEC requested additional information about the license extension criteria identified in the Project certification. A copy of Staff's information requests is attached as Exhibit A. GWF responds to Staff's information requests with this filing.

Data Request No. 1

Please provide a written statement attesting that the project is permanent.

GWF hereby attests that the Project is permanent, rather than temporary or mobile, in nature.

Data Request No. 2

Please provide verification and a written statement attesting site control.

GWF hereby attests to its control of the Project site. Attached as Exhibit B is a Deed of Trust covering the Project site.

Data Request No. 3

Please provide verification and a written statement attesting that the below-referenced air pollution control conditions continue to be met:

> *The project owner has secured permanent Emission Reduction Credits (ERCs) approved by the San Joaquin Valley Unified Air Pollution Control District ("Air District") and the California Air Resources Control Board (CARB). The ERCs must be adequate to fully offset project emissions for its projected run hours and must have been in place prior to the expiration of the temporary ERCs obtained from CARB if temporary ERCs were used for the initial operation of the project.*

GWF hereby attests that it secured permanent Emission Reduction Credits approved by the San Joaquin Valley Air Pollution Control District (SJVAPCD) and the California Air Resources Board at the time the Project was initially permitted. For a detailed discussion of the emission offset requirements applicable to the Project and the means by which GWF satisfied those requirements, please refer to the Notice of Preliminary Decision – Authority to Construct, Project Number C-1010451 issued by the SJVAPCD on April 19, 2001, CEC Docket 01-P-07, 19926.

Data Request No. 4

A. *For BIO-4: Provide photographic verification that the project's transmission line(s) and tower(s) were constructed in accordance with Avian Power Line Interaction Committee guidelines so the project will not pose an electrocution risk to large birds.*

The point of first interconnection for the Project is the PG&E substation that is immediately adjacent to the Project. Please refer to the photograph contained in Exhibit C to this response, which depicts the interconnection.

B. *For LAND-1: Please indicate if there have been any physical improvements to the project site since the original construction. If physical improvements have been made, provide a facility site plan identifying facility equipment and other structures in order to ensure that the project is still in compliance with applicable requirements identified in LAND-1, including noting those improvements made after original construction and their distances to property lines. Please ensure the site plan is to scale and include the location of any easements.*

The only physical improvement to the Project site since the original construction is the installation of a concrete slab which was intended for future fire pump installation in connection with the previously proposed conversion of the Project to a combined cycle plant. Please refer to the site plan contained in Exhibit D to this response.

C. *For VIS-1 to VIS-6: Provide current pictures of landscaping, lighting, fencing, and facility colors and written description for the record that indicates the Visual Conditions of Certification have been met and are currently in compliance.*

Exhibit E, attached, provides current photographs of landscaping, lighting, fencing, and facility colors, as requested. The photographs included in Exhibit E are ordered and described as follows:

Photo No.	Photograph Name	Description of Photograph
1	West side of unit 1	Unit 1 at night. Taken from west side by control room.
2	East gate wall and landscape looking west	South fence from the east gate with landscape looking west.
3	North fence	North fence shot from east side.
4	East fence	East fence shot from north to south.
5	Fire pump slab	New slab poured for fire pump installation. See Request 4.B.
6	Plant from across the street	Night view of plant. Shot from Idaho Avenue.
7	East gate wall and landscape looking east	South wall from east gate with landscape looking east.
8	Light on top of water tank	Night view of water tank.
9	Unit 1 color	Unit 1 shot with daylight.
10	Unit 2 color	Unit 2 shot with daylight.
11	West fence	West fence shot from south to north.

The Project has met the Visual Conditions of Certification identified in the data request as follows:

- VIS-1: Consistent with VIS-1, applicable Project structures were painted in a neutral color consistent with the surrounding environment. See Exhibit E, photos 9 and 10, for pictures of applicable structures.

- VIS-2: No information required to address VIS-2.

- VIS-3: Consistent with VIS-3, GWF previously submitted an applicable landscaping plan to the local planning department for review and comment, and to the CPM for review and approval.

- VIS-4: GWF complied with the tree replacement requirements in VIS-4. GWF submitted an applicable plan to the CPM for review and approval. GWF is compliance with VIS-4. Photograph of landscaping showing tree replacement is attached as Exhibit E, photograph 7.

- VIS-5: The Project is enclosed by a 6-foot fence with slats or solid wall in compliance with VIS-5. Please see Exhibit E, photographs 2, 3, 4, 7 and 11.

- VIS-6: Project lighting was installed consistent with the requirements of VIS-6. Exhibit E, photographs 1, 6 and 8 provide current photographs of the Project lighting.

D. *For HYDROLOGY & WATER-3: Please provide a copy of the Storm Water Pollution Prevention Plan for Industrial Activities (in place of the Erosion Prevention and Sedimentation Control Plan). After future site inspection, staff will determine current compliance with this Plan.*

Exhibit F, attached, provides a copy of the Project's Storm Water Pollution Prevention Plan. The plan requires revisions since it was prepared when the Hanford LP power plant was still operating. GWF is exempt from the California statewide industrial stormwater permit issued by the State Water Resources Control Board (SWRCB) Water Quality Order No. 97-03-DWQ since stormwater is discharged to an on-site stormwater infiltration basin, is not one of the categorical discharges (Steam Electric) and does not discharge to surface waters. The new water quality order that will become effective July 2015 will provide for exemptions and Notices of Non Applicability (NONA) status.

E. *For HYDROLOGY & WATER-4: Please provide a copy of the complete Water Mitigation Plan.*

The Water Mitigation Plan consists of the following agreements:

1. Water Banking Agreement, by and between GWF Power Systems Company, Inc. and Kings County Water District, dated July 31, 2000;

2. Omnibus Water Agreement, by and between Kings County Water District, GWF Power Systems Company, Inc., Hanford L.P. and GWF Energy LLC, dated February 7, 2003;

3. Water Purchase and Sale Agreement, by and between GWF Energy LLC and Tejon Ranch Company, dated February 25, 2008;

4. Water Exchange Agreement, by and between J. G. Boswell Company and GWF Power Systems Company, Inc., dated August 8, 2000;

5. State Water Project Entitlement Water Right Transfer Agreement, by and between Angiola Water District, McCarthy Family Farms, Inc., White Ranch Land Company, Inc., GWF Power Systems Company, Inc. and Tulare Lake Basin Water Storage District, dated August 31, 2000;

6. Memorandum of Understanding, by and between Kings County Water District and GWF Energy, LLC, dated March 31, 2012;

7. Sale Agreement, by and between GWF Power Systems Company, Inc., Angiola Water District, California Water District, McCarthy Family Farms, Inc. and White Ranch Land Company, LLC, dated August 31, 2000; and

8. 2013 Through 2017 State Water Service Contract by and between Tulare Lake Basin Water Storage District and Landowner (Water User), revised December 10, 2012.

All of the above listed water agreements, with the exception of 200 acre feet that was transferred to the GWF Henrietta Peaker Project, have been cancelled at this point because GWF has banked sufficient water to serve the Project for the remainder of its useful life. The positive balance of banked water as of March 2014 was 8910 acre feet. If the Project were to utilize the full 103 acre feet per year allowed under the CEC license, the banked water would last another 86 years. In fact, the Project's water usage has been well below this level. For example, in 2013 the Project utilized 59 acre feet.

F. *For HYDROLOGY & WATER-6: Please provide a copy of final Industrial Discharge Permit issued by the City of Hanford for the project's wastewater discharge to the POTW.*

Exhibit G, attached, is a copy of the Project's Industrial Discharge Permit.

G. *For SOIL & WATER-3: Provide a current copy of water service agreement for future water use.*

Please see response to 4.E above.

H. *For SOIL & WATER -4: Please provide a copy of the current wastewater discharge agreement.*

The Project does not require or have a wastewater discharge agreement. Please see response to 4.D above.

DATED: August 27, 2014

Respectfully submitted,

/s/ Michael J. Carroll

_____

Michael J. Carroll
LATHAM & WATKINS LLP
Counsel to Applicant

EXHIBIT A

Carroll, Michael (OC)

From:	Dyas, Mary@Energy <Mary.Dyas@energy.ca.gov>
Sent:	Wednesday, July 16, 2014 10:45 AM
To:	Carroll, Michael (OC)
Cc:	Kihm, Paul (OC)
Subject:	Hanford Motion to Extend - Request for Information

Mr. Carroll,

In order to complete the staff analysis of the proposed emergency peaker extension request, staff needs some additional information pertaining to the continuation criteria included in the Energy Commission's Final Decision for the Hanford Energy Park Emergency Peaker project. This information is very similar to what was asked of the other Emergency Peaker owners when they had their licenses extended. Provided is an explanation in bold of what specific information the Energy Commission staff will need to assess whether the criteria are met.

This need for information will delay us from taking this motion to the August business meeting, but a timely response will enable us to get to a business meeting not too far after that; I'm hoping no later than October 2014. Once the information is received, and providing no additional information is requested by staff, I will set a business meeting date.

Please submit the information requested as soon as possible. Pending review of the information you submit, staff may request additional information or need to visit the site to confirm, so the sooner the information is provided, the sooner we can get to a business meeting.

Please let me know if you have any questions.

Thanks,
Mary

MARY DYAS | California Energy Commission | Compliance Project Manager
Direct: (916) 651-8891 | Fax: (916) 654-3882
mary.dyas@energy.ca.gov

REGULAR CONTACT HOURS:
Monday-Thursday, 7:00 a.m. to 3:00 p.m.

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Below are those continuation criteria conditions included in the Energy Commission's Final Decision along with an explanation in bold of what specific information the Energy Commission staff will need to assess whether the criteria are met:

1. The project is permanent, rather than temporary or mobile in nature.

   Please provide a written statement attesting that the site is permanent.
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2. The project owner demonstrates site control.

Please provide verification and a written statement attesting site control.

3. The project owner has secured permanent Emission Reduction Credits (ERCs) approved by the San Joaquin Valley Unified Air Pollution Control District (Air District) and the California Air Resources Control Board (CARB). The ERCs must be adequate to fully offset project emissions for its projected run hours and must have been in place prior to the expiration of the temporary ERCs obtained from CARB if temporary ERCs were used for the initial operation of the project.

Please provide verification and a written statement attesting that the above-referenced air pollution control conditions continue to be met.

4. The project is in current compliance with all Energy Commission permit conditions specified in the Decision.

In order to determine compliance, responses to the following conditions are required:

BIOLOGICAL RESOURCES

Provide photographic verification that the project's transmission line(s) and tower(s) were constructed in accordance with Avian Power Line Interaction Committee guidelines so the project will not pose an electrocution risk to large birds.

BIO-4 The project permitted under this emergency process will reduce risk of large bird electrocution by electric transmission lines and any interconnection between structures, substations and transmission lines by using construction methods identified in "Suggested Practices for Raptor Protection on Power Lines: The State of the Art in 1996" (APLIC 1996).

LAND USE

Please indicate if there have been any physical improvements to the project site since the original construction. If physical improvements have been made, provide a facility site plan identifying facility equipment and other structures in order to ensure that the project is still in compliance with applicable requirements identified in LAND-1, including noting those improvements made after original construction and their distances to property lines. Please ensure the site plan is to scale and include the location of any easements.

LAND-1 The project permitted under this emergency process will conform to all applicable local, state and federal land use requirements, including general plan policies, zoning regulations, local development standards, easement requirements, encroachment permits, truck and vehicle circulation plan requirements, Federal Aviation Administration approval, and the Federal Emergency Management Agency National Flood Insurance Program.

VISUAL RESOURCES

Provide current pictures of landscaping, lighting, fencing, and facility colors and written description for the record that indicates the Visual Conditions of Certification have been met and are currently in compliance.

VIS-1 Project structures treated during manufacture and all structures treated in the field, that are visible to the public, shall be painted in a neutral color consistent with the surrounding environment.

VIS-2 Standard condition replaced with VIS-6.

VIS-3 The project owner shall prepare and submit to the local planning department for review and comment, and to the CPM for review and approval a landscaping plan which provides for any or all of the following, as appropriate, to screen the project from view: berms, vegetation and trees, and slats in fencing.

VIS-4 Proposed Transmission Line Route Tree Replacement. Trees removed as a result of transmission line construction shall be replaced on a one-to-one in kind basis Replacement planting shall be monitored for a period of 3 years to ensure 100% survival. During this period all dead plant material shall be replaced. If feasible, this planting shall be located between the project right-of-way and the shoulder of 11th Avenue. The project owner shall submit a plan for the landscape screening and three-year mitigation monitoring program to the CPM for review and approval. If the CPM notifies the project owner that revisions of the plan are needed before the CPM will approve the submittal, the project owner shall submit to the CPM a revised plan. The project owner shall not implement the plan until the project owner receives approval of the submittal from the CPM. The project owner shall notify the CPM within one week after the landscape screening has been installed and is ready for inspection.

VIS-5 The project owner shall ensure that the power plant is enclosed in a 6-foot tall solid wall or a 6-foot fence with slats.

VIS-6 Night Lighting. The project owner shall design and install all new project lighting to minimize potential night lighting impacts, as follows:

a. All new night lighting shall be of minimum necessary brightness consistent with operational safety.

b. All new lighting shall be shielded and directed downward to prevent all uplighting and all direct light trespass (direct lighting extending outside the boundaries of the facility).

c. Wherever feasible and safe, lighting shall be kept off when not in use.

d. A lighting complaint resolution form shall be maintained by plant operations to record all lighting complaints received and to document the resolution of that complaint.

e. Lighting shall be installed consisted with local requirements.

HYDROLOGY & WATER

HYDROLOGY & WATER-3 During project operation the project owner will not discharge any stormwater off-site. All stormwater will be collected and directed to the on-site evaporation/infiltration basin. Any stormwater leaving the site during commercial operation will require a General Industrial Activity Storm Water

Permit and SWPPP. Approval for the final Industrial Activities SWPPP must be obtained from the CPM prior to commercial operation and/or offsite discharge of stormwater.

Please provide a copy of the Storm Water Pollution Prevention Plan for Industrial Activities (in place of the Erosion Prevention and Sedimentation Control Plan). After future site inspection, staff will determine current compliance with this Plan.

HYDROLOGY & WATER-4 The HEPP will mitigate all use of groundwater. This Water Mitigation Plan will include the following components:

1. The purchase agreement for 181 acre-feet of Table A Entitlement SWP water between the Angiola Water District and GWF Power Systems.
2. The agreement between the Tulare Lake Basin Water Storage District and GWF which grants GWF the right to utilize the District's facilities to deliver and convey the 181 acre-feet of water from the SWP to J.G. Boswell.
3. The exchange agreement between J.G. Boswell and GWF which allows the 181 acre-feet of SWP water owned by GWF to be delivered to J.G. Boswell in exchange for 181 acre-feet of J.G. Boswell in exchange for 181 acre-feet of J.G. Boswell Kings River entitlement.
4. The water banking and mitigation agreement between KCWD and GWF allows the 181 acre-feet of Boswell Kings River Entitlement to be delivered to the KCWD on behalf of GWF.

Please provide a copy of the complete Water Mitigation Plan.

HYDROLOGY & WATER-6 The project owner will obtain a final Industrial Discharge Permit prepared in accordance with the City of Hanford's Pretreatment Program for the project's wastewater discharge to the City's POTW. The project will not operate without a valid permit in place.

Please provide a copy of final Industrial Discharge Permit issued by the City of Hanford for the project's wastewater discharge to the POTW.

SOIL & WATER RESOURCES

SOIL & WATER-3 Prior to site mobilization, the project owner shall submit to the Compliance Project Manager (CPM), a copy of a valid water service agreement for water supplies for the project from an authorized water purveyor, or a copy of a valid well permit for the project from the appropriate licensing agency.

Provide a current copy of water service agreement for future water use.

SOIL & WATER-4 Prior to ground disturbance, the project owner shall submit to the CPM a copy of a valid permit or agreement from the appropriate approving agency for wastewater discharge.

Please provide a copy of the current wastewater discharge agreement.

EXHIBIT B

When recorded, please mail to:

Milbank, Tweed, Hadley & McCloy LLP
1 Chase Manhattan Plaza
New York, New York 10005
Attn: Lisa Brabant, Esq.

DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

BY

GWF HANFORD PEAKER LLC,
as Grantor

TO

CHICAGO TITLE COMPANY, as Trustee

FOR THE BENEFIT OF

UNION BANK, N.A., as Collateral Agent,
as Beneficiary

Relating to Premises in:

Kings County, California
APN: 018-242-055

DATED: As of March 13, 2013

THIS INSTRUMENT IS TO BE INDEXED AS BOTH A DEED OF TRUST AND A FIXTURE FILING FILED AS A FINANCING STATEMENT

THIS DEED OF TRUST CONSTITUTES A FIXTURE FILING UNDER SECTION 9313 OF THE UNIFORM COMMERCIAL CODE OF THE STATE OF CALIFORNIA. TO THE EXTENT THE GOODS ARE FIXTURES UNDER THE LAWS OF THE STATE OF CALIFORNIA, THE FIXTURES ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY LOCATED IN KINGS COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED ON SCHEDULE I ATTACHED HERETO.

DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

KNOW ALL PERSONS BY THESE PRESENTS:

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Deed of Trust") is made as of March 13, 2013 by GWF HANFORD PEAKER LLC a limited liability company duly organized and validly existing under the laws of the State of Delaware and having an office c/o Highstar Capital IV, L.P., 277 Park Avenue, 45th Floor, New York, NY 10172 (the "Grantor"), in favor of CHICAGO TITLE COMPANY, a corporation duly organized and validly existing under the laws of the State of California and having an office at 560 E. Hospitality Lane, San Bernardino, CA 92408, as trustee (the "Trustee"), for the benefit of UNION BANK, N.A., having an office at 120 South San Pedro Street, 4th Floor, Los Angeles, CA 90012, as Collateral Agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, together with its successors in such capacity, the "Beneficiary").

W I T N E S S E T H:

WHEREAS, STAR WEST GENERATION LLC, as Borrower, STAR WEST GENERATION HOLDINGS LLC, the Subsidiary Guarantors party thereto (including the Grantor), certain lenders (collectively, the "Lenders") and the Beneficiary, among others, are parties to a Credit and Guaranty Agreement dated as of even date herewith (said Credit and Guaranty Agreement, as modified, supplemented, amended and amended and restated and in effect from time to time, being herein called the "Credit Agreement"; except as otherwise herein expressly provided, all terms defined in the Credit Agreement being used herein as defined therein), which Credit Agreement provides for extensions of term and revolving credit through Term B Advances to be made by the Term B Lenders to the Borrower in an original aggregate amount up to but not exceeding $725,000,000, and for Working Capital Advances to be made by the Working Capital Lenders to the Borrower in an original aggregate amount up to but not

exceeding $125,000,000 at any one time (including the issuance of, or participation in, Working Capital Letters of Credit);

WHEREAS, the Borrower and the other Loan Parties may from time to time be obligated to the Secured Interest Rate Hedge Banks in respect of one or more Permitted Interest Rate Agreements;

WHEREAS, pursuant to the Credit Agreement, the Grantor has unconditionally guaranteed the punctual payment of the Guaranteed Obligations and all other amounts from time to time owing to the Secured Parties by any Loan Party under the Loan Documents or any Permitted Interest Rate Agreement;

WHEREAS, it is a condition to the obligation of the Secured Parties to extend credit to the Borrower pursuant to the Credit Agreement that the Grantor execute and deliver this Deed of Trust;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and FOR THE PURPOSE OF SECURING the following (collectively, the "Obligations"):

(a) the Guaranteed Obligations of the Grantor in respect of its guarantee under the Credit Agreement,

(b) the performance and payment of the covenants, agreements and obligations hereinafter contained and contained in the Credit Agreement and the other Loan Documents and all other monies secured hereby, including, without limitation, any and all sums expended by the Beneficiary pursuant to Section 1.07, together with interest thereon, and

(c) the payment of all other obligations of each other Loan Party and the Grantor to the Secured Parties under the Loan Documents,

the Grantor hereby irrevocably grants, bargains, sells, releases, conveys, warrants, assigns, transfers, mortgages, pledges, sets over and confirms unto the Trustee, IN TRUST WITH POWER OF SALE and right of entry and possession, for the benefit and security of the Beneficiary, under and subject to the terms and conditions hereinafter set forth, the land and premises described in Schedule I (the "Fee Property") and the easements, permits, licenses and other property interests (the "Easements") affecting the land and premises described in Schedule I (the "Easement Property"; together with the Fee Property, collectively, the "Property");

TOGETHER WITH all interests, estates or other claims, both in law and in equity, that the Grantor now has or may hereafter acquire in (a) the Property, (b) all easements, rights-of-way and rights used in connection therewith or as a means of access thereto and (c) all tenements, hereditaments and appurtenances in any manner belonging, relating or appertaining thereto (all of the foregoing interests, estates and other claims being hereinafter collectively called "Easements and Rights of Way"); and

TOGETHER WITH all estate, right, title and interest of the Grantor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any streets, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection therewith (all of the foregoing estate, right, title and interest being hereinafter called "Adjacent Rights"); and

TOGETHER WITH all estate, right, title and interest of the Grantor, now owned or hereafter acquired, in and to any and all buildings and other improvements now or hereafter located on the Property and all building materials, building equipment and fixtures of every kind and nature located on the Property or, attached to, contained in or used in any such buildings and other improvements, and all appurtenances and additions thereto and betterments, substitutions and replacements thereof (all of the foregoing estate, right, title and interest being hereinafter collectively called "Improvements"); and

TOGETHER WITH all estate, right, title and interest of the Grantor in and to all such tangible property now owned or hereafter acquired by the Grantor (including all machinery, apparatus, equipment, fittings and articles of personal property) and now or hereafter located on or at or attached to the Property such that an interest in such tangible property arises under applicable real estate law, and any and all products and accessions to any such property that may exist at any time (all of the foregoing estate, right, title and interest, and products and accessions being hereinafter called "Fixtures"); and

TOGETHER WITH all estate, right, title and interest of the Grantor in and to all rights, royalties and profits in connection with all minerals, oil and gas and other hydrocarbon substances on or in the Property, development rights or credits, air rights, water, water rights (whether riparian, appropriative, or otherwise and whether or not appurtenant) and water stock (all of the foregoing estate, right, title and interest being hereinafter collectively called "Mineral and Related Rights"); and

TOGETHER WITH all reversion or reversions and remainder or remainders of the Property and Improvements and all estate, right, title and interest of the Grantor in and to any

and all present and future leases of space in the Property and Improvements, and all rents, revenues, proceeds, issues, profits, royalties, income and other benefits now or hereafter derived from the Property, the Improvements and the Fixtures, subject to the right, power and authority hereinafter given to the Grantor to collect and apply the same (all of the foregoing reversions, remainders, leases of space, rents, revenues, proceeds, issues, profits, royalties, income and other benefits being hereinafter collectively called "Rents"); and

TOGETHER WITH all estate, right, title and interest and other claim or demand that the Grantor now has or may hereafter acquire with respect to any damage to the Property, the Improvements or the Fixtures and any and all proceeds of insurance in effect with respect to the Improvements or the Fixtures, including, without limitation, any title insurance, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the Property, the Improvements or the Fixtures, including without limitation any awards resulting from a change of grade of streets or as the result of any other damage to the Property, the Improvements or the Fixtures for which compensation shall be given by any governmental authority (all of the foregoing estate, right, title and interest and other claims or demand, and any such proceeds or awards being hereinafter collectively called "Damage Rights"); and

TOGETHER WITH all estate, right, title, interest and other claim of the Grantor with respect to any parking facilities located other than on the Property and used or intended to be used in connection with the operation, ownership or use of the Property, any and all replacements and substitutions for the same, and any other parking rights, easements, covenants and other interests in parking facilities acquired by the Grantor for the use of tenants or occupants of the Improvements (all of the foregoing estate, right, title, interest and other claim being hereinafter collectively called "Parking Rights"); and

TOGETHER WITH all estate, right, title and interest of the Grantor in respect of any and all air rights, development rights, zoning rights or other similar rights or interests that benefit or are appurtenant to the Property or the Improvements (all of the foregoing estate, right, title and interest being hereinafter collectively called "Air and Development Rights");

All of the foregoing Easements and Rights of Way, Adjacent Rights, Improvements, Fixtures, Mineral and Related Rights, Rents, Damage Rights, Parking Rights and Air and Development Rights being sometimes hereinafter referred to collectively as the "Ancillary Rights and Properties" and the Property and Ancillary Rights and Properties being sometimes hereinafter referred to collectively as the "Trust Estate";

TO HAVE AND TO HOLD the Trust Estate with all privileges and appurtenances thereunto belonging, to the Trustee and the Beneficiary and their respective successors and assigns, forever, upon the terms and conditions and for the uses hereinafter set forth;

PROVIDED ALWAYS, that if the principal of and interest on the Advances under the Credit Agreement and all of the other Obligations shall be paid in full, and the Grantor shall abide by and comply with each and every covenant contained herein and in the Loan Documents, then the Beneficiary shall cause this Deed of Trust to be reconveyed and the Lien and estate hereby granted to be released.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, THE GRANTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE 1

Particular Covenants and Agreements of the Grantor

Section 1.01. Payment of Secured Obligations. The Grantor shall pay when due all Guaranteed Obligations in respect of its guarantee as provided in the Loan Documents.

Section 1.02. Title, Etc. The Grantor represents and warrants that it has good and marketable fee simple title in and to the Property and the related Ancillary Rights and Properties, in each case subject to no mortgage, deed of trust, lien, pledge, charge, security interest or other encumbrance or adverse claim of any nature, except those permitted under the Credit Agreement.

The Grantor represents and warrants that it has the full power and lawful authority to grant, bargain, sell, release, convey, warrant, assign, transfer, mortgage, pledge, set over and confirm unto the Trustee the Trust Estate as hereinabove provided and warrants that it will forever defend the title to the Trust Estate and the validity and priority of the Lien or estate hereof against the claims and demands of all persons whomsoever.

Section 1.03. Further Assurances; Filing; Re-Filing; Etc.

(a) Further Instruments. The Grantor shall execute, acknowledge and deliver, from time to time, such further instruments as the Beneficiary or the Trustee may reasonably require to accomplish the purposes of this Deed of Trust.

(b) Filing and Re-Filing. The Grantor, immediately upon the execution and delivery of this Deed of Trust, and thereafter from time to time, shall cause this Deed of Trust, any security agreement, mortgage or deed of trust supplemental hereto and each instrument of further assurance to be filed, registered or recorded and re-filed, re-registered or re-recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and perfect the Lien or estate of this Deed of Trust upon the Trust Estate.

(c) Fees and Expenses. The Grantor shall pay all filing, registration and recording fees, all re-filing, re-registration and re-recording fees, and all reasonable expenses incident to the execution, filing, recording and acknowledgment of this Deed of Trust, any security agreement, mortgage or deed of trust supplemental hereto and any instrument of further assurance, and all Federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing and recording of this Deed of Trust or any of the other Loan Documents, any security agreement, mortgage or deed of trust supplemental hereto or any instruments of further assurance.

Section 1.04. Insurance; Foreclosure. In the event of foreclosure of the Lien of this Deed of Trust or other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the Obligations, all right, title and interest of the Grantor in and to all proceeds of casualty insurance, if any, covering all or any part of the Trust Estate shall inure to the benefit of and pass to the successors in interest to the Grantor or the purchaser or grantee of the Trust Estate or any part thereof.

Section 1.05. Impositions.

(a) Payment of Impositions. The Grantor shall pay or cause to be paid, before any fine, penalty, interest or cost attaches thereto, all taxes, assessments, water and sewer rates, utility charges and all other governmental or non-governmental charges or levies now or hereafter assessed or levied against any part of the Trust Estate (including, without limitation, non-governmental levies or assessments such as maintenance charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate) or upon the Lien or estate of the Beneficiary or the Trustee therein (collectively, "Impositions"), as well as all claims for labor, materials or supplies that, if unpaid, might by law become a prior Lien thereon, and within 10 business days after request by the Beneficiary or the Trustee will exhibit receipts showing payment of any of the foregoing; provided, however, that if by law any such Imposition may be paid in installments (whether or not interest shall accrue on the unpaid balance thereof), the Grantor may pay the same in installments (together with accrued

interest on the unpaid balance thereof) as the same respectively become due, before any fine, penalty or cost attaches thereto.

(b) Right to Contest Impositions. Notwithstanding anything contained in Section 1.05(a) to the contrary, the Grantor at its expense may contest the amount or validity or application, in whole or in part, of any Imposition or Lien therefor or any claims of mechanics, materialmen, suppliers or vendors or Lien thereof, and may withhold payment of the same pending such proceedings if permitted by law and in accordance with the Credit Agreement.

Section 1.06. Limitations of Use. The Grantor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses that may be made of the Property and the Improvements or any part thereof that would have a Material Adverse Effect on the value of the Property or the Improvements. Except as otherwise permitted under the Loan Documents, the Grantor shall comply in all material respects with the provisions of all leases, licenses, agreements and private covenants, conditions and restrictions that at any time are applicable to the Trust Estate.

Section 1.07. Actions to Protect Trust Estate. If the Grantor shall fail to (a) effect the insurance required by and as provided in Section 7.01(d) of the Credit Agreement, (b) make the payments required by Section 1.05 or (c) perform or observe any of its other covenants or agreements hereunder, subject to applicable notice and cure periods set forth in the Credit Agreement, the Beneficiary may, without obligation to do so, and upon notice to the Grantor (except in an emergency) effect or pay the same. To the maximum extent permitted by law, all sums, including reasonable attorneys' fees and disbursements, so expended or expended to sustain the Lien or estate of this Deed of Trust or its priority, or to protect or enforce any of the rights hereunder, or to recover any of the Obligations, shall be a Lien on the Trust Estate, shall be deemed to be added to the Obligations secured hereby, and shall be paid by the Grantor within 10 business days after demand therefor, together with interest thereon at the default rate provided for in the Credit Agreement.

Section 1.08. Estoppel Certificates. The Grantor, within 10 business days after written request therefor, shall furnish the Beneficiary an estoppel certificate in a form reasonably acceptable to Grantor and Beneficiary, duly acknowledged, of the amount of the Obligations then secured by this Deed of Trust and whether to their knowledge any offsets or defenses exist against any such Obligations.

Section 1.09. Notice Regarding Special Flood Hazards. The Grantor hereby acknowledges that it realizes that the Property is not in a zone identified by the Director of the

Federal Emergency Management Agency as a special flood hazard zone described in 12 C.F.R. § 22.2 and that it has received, prior to the making of the Advances and the incurrence of any other indebtedness constituting part of the Obligations secured by this Deed of Trust, the notice regarding Federal disaster relief assistance referred to in the Appendix to 12 C.F.R. Part 22.

ARTICLE 2

Assignment of Rents, Issues and Profits

Section 2.01. Assignment of Rents, Issues and Profits. The Grantor hereby assigns and transfers to the Beneficiary, FOR THE PURPOSE OF SECURING the Obligations, all Rents, and hereby gives to and confers upon the Beneficiary the right, power and authority to collect the same. The assignment set forth in this Section 2.01 creates a present security interest in the existing and future Rents in accordance with Section 2938 of the California Civil Code. The Grantor irrevocably appoints the Beneficiary its true and lawful attorney-in-fact, at its option at any time and from time to time following the occurrence and during the continuance of a Default, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of the Grantor or otherwise, for Rents and apply the same to the Obligations as provided in paragraph (a) of Section 4.03; provided, however, that any such notice or demand for Rent shall comply with the requirements and be in the form specified in Section 2938 of the California Civil Code; and provided, further, however, that the Grantor shall have the right to collect and use Rents at any time prior to the occurrence of a Default (but not more than one month in advance, except in the case of security deposits).

Section 2.02. Collection Upon Default. To the extent permitted by law, following the occurrence and during the continuance of a Default, the Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Obligations or the solvency of the Grantor, enter upon and take possession of the Property, the Improvements and the Fixtures or any part thereof, in its own name, sue for or otherwise collect Rents including those past due and unpaid, and, apply the same, less costs and expenses of operation and collection, including attorneys' fees and disbursements, to the payment of the Obligations as provided in paragraph (a) of Section 4.03, and in such order as the Beneficiary may determine. The collection of Rents or the entering upon and taking possession of the Property, the Improvements or the Fixtures or any part thereof, or the application thereof as aforesaid, shall not cure or waive any Default or notice thereof or invalidate any act done in response to such Default or pursuant to notice thereof.

ARTICLE 3

Security Agreement

Section 3.01. Creation of Security Interest The Grantor hereby grants to the Beneficiary a security interest in the Fixtures for the purpose of securing the Obligations. The Beneficiary shall have, in addition to all rights and remedies provided herein and in the other Loan Documents, all the rights and remedies of a secured party under the Uniform Commercial Code of the state in which the applicable portion of the Fixtures is located. A statement describing the portion of the Trust Estate comprising the fixtures hereby secured is set forth in the granting clauses of this Deed of Trust. The Grantor represents and warrants to the Beneficiary and the Trustee that the Grantor is the record owner of the Trust Estate, and the organizational identification number of the Grantor is 5010524.

Section 3.02. Warranties, Representations and Covenants. The Grantor hereby warrants, represents and covenants that: (a) the Fixtures will be kept on or at the Property and the Grantor will not remove any Fixtures from the Property, except as permitted under the Loan Documents and except such portions or items of the Fixtures that are consumed or worn out in ordinary usage, all of which shall be promptly replaced by the Grantor, except as otherwise expressly provided in the Loan Documents, (b) all covenants and obligations of the Grantor contained herein relating to the Trust Estate shall be deemed to apply to the Fixtures whether or not expressly referred to herein and (c) this Deed of Trust constitutes a security agreement and "fixture filing" as those terms are used in the applicable Uniform Commercial Code. The Grantor is the "Debtor" and its name and mailing address are set forth on Page 1 hereof. The Beneficiary is the "Secured Party" and its name and mailing address from which information relative to the security interest created hereby are also set forth on Page 1 hereof. The information provided in this Section 3.02 is provided so that this Deed of Trust shall comply with the requirements of the Uniform Commercial Code as in effect in the state in which the Trust Estate is located for a deed of trust instrument to be filed as a financing statement.

ARTICLE 4

Defaults; Remedies

Section 4.01. Defaults. If any Event of Default (herein, a "Default") under the Credit Agreement shall occur and be continuing and, as more particularly provided in the Credit Agreement, the principal of and accrued interest on the extensions of credit and all other

Obligations under the Credit Agreement shall be declared, or become, due and payable, then the obligations of the Grantor in respect of its guarantee under the Credit Agreement shall become due and payable, without presentment, demand, protest or other formalities of any kind, all of which have been waived pursuant to the Credit Agreement.

Section 4.02. Default Remedies.

(a) Remedies Generally. If a Default shall have occurred and be continuing, this Deed of Trust may, to the maximum extent permitted by law, be enforced, and the Beneficiary and the Trustee may exercise any right, power or remedy permitted to it hereunder, under the Credit Agreement or under any of the other Loan Documents or by law, and, without limiting the generality of the foregoing, the Trustee (acting at the direction of the Beneficiary) may, personally or by its agents, to the maximum extent permitted by law:

(i) in accordance with applicable law, enter into and take possession of the Trust Estate or any part thereof, exclude the Grantor and all persons claiming under the Grantor whose claims are junior to this Deed of Trust, wholly or partly therefrom, and use, operate, manage and control the same either in the name of the Grantor or otherwise as the Beneficiary or the Trustee shall deem best, and upon such entry, from time to time at the expense of the Grantor and the Trust Estate, make all such repairs, replacements, alterations, additions or improvements to the Trust Estate or any part thereof as the Beneficiary or the Trustee may deem proper and, whether or not the Beneficiary or the Trustee has so entered and taken possession of the Trust Estate or any part thereof, collect and receive all Rents and apply the same to the payment of all expenses that the Beneficiary or the Trustee may be authorized to make under this Deed of Trust, the remainder to be applied to the payment of the Obligations until the same shall have been repaid in full; if the Beneficiary or the Trustee demands or attempts to take possession of the Trust Estate or any portion thereof in the exercise of any rights hereunder, the Grantor shall promptly turn over and deliver complete possession thereof to the Beneficiary or the Trustee, as the case may be; and

(ii) personally or by agents, with or without entry, if the Beneficiary shall deem it advisable:

(x) sell the Trust Estate at a sale or sales held at such place or places and time or times and upon such notice and otherwise in such manner as may be required by law, or, in the absence of any such requirement, as the Beneficiary or the Trustee may deem appropriate, and from time to time adjourn any such sale by

announcement at the time and place specified for such sale or for such adjourned sale without further notice, except such as may be required by law;

(y) proceed to protect and enforce its rights under this Deed of Trust, by suit for specific performance of any covenant contained herein or in the Loan Documents or in aid of the execution of any power granted herein or in the Loan Documents, or for the foreclosure of this Deed of Trust (as a deed of trust or otherwise) and the sale of the Trust Estate under the judgment or decree of a court of competent jurisdiction, or for the enforcement of any other right as the Beneficiary or the Trustee shall deem most effectual for such purpose, provided, that in the event of a sale, by foreclosure or otherwise, of less than all of the Trust Estate, this Deed of Trust shall continue as a Lien on, and security interest in, the remaining portion of the Trust Estate; or

(z) exercise any or all of the remedies available to a secured party under the applicable Uniform Commercial Code, including, without limitation:

(1) either personally or by means of a court appointed receiver, take possession of all or any of the Fixtures and exclude therefrom the Grantor and all persons claiming under the Grantor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of the Grantor in respect of the Fixtures or any part thereof; if the Beneficiary demands or attempts to take possession of the Fixtures in the exercise of any rights hereunder, the Grantor shall promptly turn over and deliver complete possession thereof to the Beneficiary;

(2) without notice to or demand upon the Grantor, make such payments and do such acts as the Beneficiary may deem necessary to protect its security interest in the Fixtures, including, without limitation, paying, purchasing, contesting or compromising any encumbrance that is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority paying all expenses incurred in connection therewith;

(3) require the Grantor to assemble the Fixtures or any portion thereof, at a place designated by the Beneficiary and reasonably convenient to both parties, and promptly to deliver the Fixtures to the Beneficiary, or an agent or representative designated by it; the Beneficiary, and its agents

and representatives, shall have the right to enter upon the premises and property of the Grantor to exercise the Beneficiary's rights hereunder; and

(4) sell, lease or otherwise dispose of the Fixtures, with or without having the Fixtures at the place of sale, and upon such terms and in such manner as the Beneficiary may determine (and the Beneficiary or any Secured Party may be a purchaser at any such sale).

Notwithstanding anything to the contrary contained in this Deed of Trust, and without limitation on any other rights and remedies of the Beneficiary or the Trustee, the Beneficiary and the Trustee shall have each and all of the rights and remedies under California Civil Code Section 2929.5 and California Code of Civil Procedure Sections 564, 726.5 and 736.

(b) Appointment of Receiver. If a Default shall have occurred and be continuing, the Beneficiary, to the maximum extent permitted by law, shall be entitled, as a matter of right, to the appointment of a receiver of the Trust Estate, without notice or demand, and without regard to the adequacy of the security for the Obligations or the solvency of the Grantor. The Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of the Beneficiary in case of entry and shall continue as such and exercise all such powers until the date of confirmation of sale of the Trust Estate, unless such receivership is sooner terminated.

(c) Rents. If a Default shall have occurred and be continuing, the Grantor shall, to the maximum extent permitted by law, pay monthly in advance to the Beneficiary, or to any receiver appointed at the request of the Beneficiary to collect Rents, the fair and reasonable rental value for the use and occupancy of the Property, the Improvements and the Fixtures or of such part thereof as may be in the possession of the Grantor. Upon default in the payment thereof, the Grantor shall vacate and surrender possession of the Property, the Improvements and the Fixtures to the Beneficiary, the Trustee or such receiver, and upon a failure so to do may be evicted by summary proceedings.

(d) Sale. In any sale under any provision of this Deed of Trust or pursuant to any judgment or decree of court, the Trust Estate, to the maximum extent permitted by law, may be sold in one or more parcels or as an entirety and in such order as the Beneficiary or the Trustee may elect, without regard to the right of the Grantor or any person claiming under the Grantor to the marshalling of assets. The purchaser at any such sale shall take title to the Trust Estate or the part thereof so sold free and discharged of the estate of the Grantor therein, the purchaser being hereby discharged from all liability to see to the application of the purchase money. Any person,

including the Beneficiary or any Secured Party, may purchase at any such sale. Upon the completion of any such sale by virtue of this Section 4.02 the Trustee shall execute and deliver to the purchaser an appropriate instrument that shall effectively transfer all of the Grantor's estate, right, title, interest, property, claim and demand in and to the Trust Estate or portion thereof so sold, but without any covenant or warranty, express or implied. The Trustee and the Beneficiary are each hereby irrevocably appointed the attorney-in-fact of the Grantor in its name and stead to make all appropriate transfers and deliveries of the Trust Estate or any portions thereof so sold and, for that purpose, the Trustee and the Beneficiary may execute all appropriate instruments of transfer, and may substitute one or more persons with like power, the Grantor hereby ratifying and confirming all that said attorneys or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, the Grantor shall ratify and confirm, or cause to be ratified and confirmed, any such sale or sales by executing and delivering, or by causing to be executed and delivered, to the Beneficiary or the Trustee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of the Beneficiary or the Trustee, for such purpose, and as may be designated in such request. Any sale or sales made under or by virtue of this Deed of Trust, to the extent not prohibited by law, shall operate to divest all the estate, right, title, interest, property, claim and demand whatsoever, whether at law or in equity, of the Grantor in, to and under the Trust Estate, or any portions thereof so sold, and shall be a perpetual bar both at law and in equity against the Grantor and against any and all persons claiming or who may claim the same, or any part thereof, by, through or under the Grantor. The powers and agency herein granted are coupled with an interest and are irrevocable.

(e) Possession of Loan Documents Not Necessary. All rights of action under the Loan Documents and this Deed of Trust may be enforced by the Beneficiary or the Trustee without the possession of the Loan Documents and without the production thereof at any trial or other proceeding relative thereto. Any such suit or proceeding instituted by the Trustee shall be brought in its name as trustee of an express trust, and any recovery of judgment shall, subject to the rights of the Trustee, be for the benefit of the Beneficiary and the Secured Parties.

Section 4.03. Application of Proceeds.

(a) Application of Proceeds Generally. The proceeds of any sale made either under the power of sale hereby given or under a judgment, order or decree made in any action to foreclose or to enforce this Deed of Trust, or of any monies held by the Beneficiary or the Trustee hereunder shall, to the maximum extent permitted by law, be applied as set forth in the Credit Agreement.

(b) Liability for Deficiencies. No sale or other disposition of all or any part of the Trust Estate pursuant to Section 4.02 shall be deemed to relieve the Grantor of its obligations under the Credit Agreement or any other Loan Document except to the extent the proceeds thereof are applied to the payment of such obligations. Except as otherwise provided in the Loan Documents, if the proceeds of sale, collection or other realization of or upon the Trust Estate are insufficient to cover the costs and expenses of such realization and the payment in full of the Obligations, the Grantor shall remain liable for any deficiency.

Section 4.04. Right to Sue. Subject to the terms of the Credit Agreement and applicable law, the Beneficiary and the Trustee or either of them shall have the right from time to time to sue for any sums required to be paid by the Grantor under the terms of this Deed of Trust as the same become due, without regard to whether or not the Obligations shall be, or have become, due and without prejudice to the right of the Beneficiary or the Trustee thereafter to bring any action or proceeding of foreclosure or any other action upon the occurrence of any Default existing at the time such earlier action was commenced.

Section 4.05. Powers of the Beneficiary and the Trustee. The Beneficiary and the Trustee may at any time or from time to time renew or extend this Deed of Trust or (with the agreement of the Grantor) alter or modify the same in any way, or waive any of the terms, covenants or conditions hereof or thereof, in whole or in part, and may release or reconvey any portion of the Trust Estate or any other security, and grant such extensions and indulgences in relation to the Obligations, or release any person liable therefor as the Beneficiary or the Trustee may determine without the consent of any holder of a junior lien or encumbrance, without any obligation to give notice of any kind thereto, without in any manner affecting the priority of the Lien and estate of this Deed of Trust on or in any part of the Trust Estate, and without affecting the liability of any other person liable for any of the Obligations.

Section 4.06. Remedies Cumulative.

(a) Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Beneficiary or the Trustee is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Deed of Trust, or under applicable law, whether now or hereafter existing; the failure of the Beneficiary or the Trustee to insist at any time upon the strict observance or performance of any of the provisions of this Deed of Trust or to exercise any right or remedy provided for herein or under applicable law, shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof.

(b) Other Security. The Beneficiary and the Trustee, and each of them, shall be entitled to enforce payment and performance of any of the obligations of the Grantor and to exercise all rights and powers under this Deed of Trust or under any Loan Document or any laws now or hereafter in force, notwithstanding that some or all of the Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, Lien, assignment or otherwise; neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect the Beneficiary's or the Trustee's right to realize upon or enforce any other security now or hereafter held by the Beneficiary or the Trustee, it being stipulated that the Beneficiary and the Trustee, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by the Beneficiary or the Trustee in such order and manner as the Beneficiary or the Trustee, in its sole discretion, may determine; every power or remedy given by the Credit Agreement, this Deed of Trust or any of the other Loan Documents to the Beneficiary or the Trustee, or to which the Beneficiary or the Trustee is otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Beneficiary or the Trustee, or either of them, and the Beneficiary or the Trustee may pursue inconsistent remedies.

Section 4.07. Waiver of Stay, Extension, Moratorium Laws; Equity of Redemption. To the maximum extent permitted by law, the Grantor shall not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any applicable present or future stay, extension or moratorium law, that may affect observance or performance of the provisions of this Deed of Trust; nor claim, take or insist upon any benefit or advantage of any present or future law providing for the valuation or appraisal of the Trust Estate or any portion thereof prior to any sale or sales thereof that may be made under or by virtue of Section 4.02; and the Grantor, to the extent that it lawfully may, hereby waives all benefit or advantage of any such law or laws. The Grantor for itself and all who may claim under it, hereby waives, to the maximum extent permitted by applicable law, any and all rights and equities of redemption from sale under the power of sale created hereunder or from sale under any order or decree of foreclosure of this Deed of Trust and (if a Default shall have occurred) all notice or notices of seizure, and all right to have the Trust Estate marshaled upon any foreclosure hereof, including any rights provided by California Civil Code Sections 2899 and 3433. Neither the Beneficiary nor the Trustee shall be obligated to pursue or exhaust its rights or remedies as against any other part of the Trust Estate and the Grantor hereby waives, to the maximum extent permitted by applicable law, any right or claim of right to have the Beneficiary or the Trustee proceed in any particular order. To the maximum extent permitted by applicable law, the Grantor waives (a) all rights to require the Beneficiary to proceed against the Grantor, or proceed against, enforce or exhaust any security for the Obligations or to marshal assets or to pursue any other remedy in the Beneficiary's power whatsoever; (b) all defenses arising by reason of any

disability or other defense of Grantor, the cessation for any reason of the liability of Grantor, any defense that any other indemnity, guaranty or security was to be obtained, any claim that the Beneficiary has made the Grantor's obligations more burdensome or more burdensome than Grantor's obligations, and the use of any proceeds of the Obligations other than as intended or understood by the Beneficiary or the Grantor; (c) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of a acceptance of this Deed of Trust, and all other notices or demands to which the Grantor might otherwise be entitled; (d) all rights to require the Beneficiary to enforce any of its remedies against Grantor; (e) any defense based upon any lack of authority of the officers, directors, partners or agents acting or purporting to act on behalf of Grantor, or any defect in the formation of Grantor; (f) any defense based upon the application by Grantor, of the proceeds of the Obligations for purposes other than the purposes represented by Grantor, to the Beneficiary or intended or understood by the Beneficiary or the Grantor; (g) any defense based upon the Beneficiary's failure to disclose to the Grantor any information concerning the Grantor's financial condition or any other circumstances bearing on the Grantor's ability to pay all sums payable under the Credit Agreement or related Loan Documents; (h) any defense based upon the Beneficiary's election, in any proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code or any successor statute; and (i) any and all rights of subrogation, reimbursement, indemnification, and contribution and any other rights and defenses that are or may become available to the Grantor whether at law or in equity, including those that may be available by reason of Sections 2787 to 2855, inclusive of the California Civil Code. The Grantor specifically waives, to the maximum extent permitted by applicable law, all rights and defenses that the Grantor may have because the Obligations are secured by real property. This means, among other things: (i) the Beneficiary may collect from the Grantor without first foreclosing on any real or personal property collateral pledged by the Grantor; and (ii) if the Beneficiary forecloses on any real property collateral pledged by the Grantor (A) the amount of the Obligations may be reduced only by the price for which the collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; and (B) the Beneficiary may collect from the Grantor even if the Beneficiary, by foreclosing on the real property collateral, has destroyed any right the Grantor may have to collect from the Grantor. This is an unconditional and irrevocable waiver of any rights and defenses the Grantor may have because the Obligations are secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure. The Grantor waives all rights and defenses arising out of an election of remedies by the Beneficiary, even though that election of remedies, such as nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed the Grantor's rights of subrogation and reimbursement against the principal by operation of Section 580d of the California Code of Civil Procedure or otherwise. Without limiting the generality of the foregoing or any other provision hereof, the Grantor hereby expressly waives

any and all benefits which might otherwise be available to Grantor under California Civil Code Sections 2787 through 2856 inclusive and Sections 2899 and 3433.

Section 4.08. Action for Breach of Environmental Provisions.

(a) Each representation, warranty, covenant or indemnity made by the Grantor in this Deed of Trust, the Credit Agreement (on or after the Closing Date), or any of the other Loan Documents relating to the environmental condition of the Property or the Trust Estate is intended by the Grantor and the Beneficiary to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736. For the purposes of any action brought under this Section (a), the Grantor hereby waives the defense of laches. All rights and remedies of the Beneficiary hereunder are cumulative and in addition to all rights and remedies provided by law.

(b) Upon the occurrence of a Default, the Beneficiary may, without releasing the Grantor from any portion of the Obligations, acting through a court appointed receiver, enter upon the Property or the Trust Estate or any part thereof and perform such acts as permitted pursuant to this Deed of Trust, the Credit Agreement or any of the other Loan Documents to inspect, investigate, assess and protect the security hereof, including without limitation of any of its other rights: (i) to obtain a court order to enforce the Beneficiary's right to enter and inspect the Property or the Trust Estate or any part thereof under California Civil Code Section 2929.5, to which the decision of the Beneficiary as to whether there exists a release or threatened release of Hazardous Materials onto the Property or the Trust Estate or any part thereof shall be deemed reasonable and conclusive as between the parties hereto; and (ii) to have a receiver appointed under California Code of Civil Procedure Section 564 to enforce the Beneficiary's right to enter and inspect the Property or the Trust Estate or any part thereof for Hazardous Materials. All costs and expenses incurred by the Beneficiary with respect to the audits, tests, inspections and examinations which the Beneficiary or employees are permitted to conduct pursuant to this Deed of Trust, the Credit Agreement or any of the other Loan Documents, including the fees of the engineers, laboratories, contractors, consultants and attorneys, shall be paid by the Grantor, within ten (10) days of demand therefor.

(c) The Beneficiary reserves its right to waive its lien against the Trust Estate or any portion thereof, including Fixtures, to the extent the same is found to be environmentally impaired in accordance with California Code of Civil Procedure Section 726.5 and upon a Default to exercise any and all rights and remedies of an unsecured creditor against the Grantor and all of the Grantor's assets and property for the recovery of any deficiency and all costs and expenses incurred by the Trustee and the Beneficiary pursuant to this Section (c), including, but not limited to, seeking an attachment order under California Code of Civil Procedure Section 483.010. The Grantor acknowledges that delivery to the Grantor by the Beneficiary of an

execution copy of this Deed of Trust constitutes a "written request for information" by the Beneficiary pursuant to California Code of Civil Procedure Section 726.5(d)(2) solely for purposes of satisfying the requirements of California Code of Civil Procedures Section 726.5(d)(2) and not for purposes of creating any obligation under the Loan Documents.

ARTICLE 5

The Trustee

Section 5.01. Acceptance by Trustee. The Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

Section 5.02. Compensation. The Trustee waives any statutory fee and shall accept reasonable compensation from the Beneficiary in lieu thereof for any services rendered by it in accordance with the terms hereof.

Section 5.03. Action in Accordance With Instructions. Upon receipt by the Trustee of instructions from the Beneficiary at any time or from time to time, the Trustee shall (a) give any notice or direction or exercise any right, remedy or power hereunder or in respect of any part or all of the Trust Estate as shall be specified in such instructions and (b) approve as satisfactory all matters required by the terms hereof to be satisfactory to the Trustee or to the Beneficiary. The Trustee may, but need not, take any of such actions in the absence of such instructions. In addition, at any time or from time to time, upon request of the Beneficiary, and without affecting the liability of any person for payment of the Obligations, the Trustee may, upon such request, reconvey all or any part of the Trust Estate, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien and estate hereof.

Section 5.04. Resignation. The Trustee may resign at any time upon giving not less than 60 days' prior notice to the Beneficiary but shall continue to act as trustee until its successor shall have been qualified and appointed pursuant to Section 5.05.

Section 5.05 Successor Trustee. In the event of the death, removal, resignation or refusal or inability of the Trustee to act, for any reason, at any time, the Beneficiary shall have the irrevocable power, with or without cause, without notice of any kind and without applying to any court, to select and appoint a successor trustee. Each such appointment and substitution shall be made by notice to the Grantor, the Trustee and successor trustee and by recording notice of such in each office in which this Deed of Trust is recorded. Such notice shall be executed and acknowledged by the Beneficiary and shall contain reference to this Deed of Trust and when so

recorded shall be conclusive proof of proper appointment of the successor trustee. Such successor shall not be required to give bond for the faithful performance of its duties unless required by the Beneficiary.

ARTICLE 6

Miscellaneous

Section 6.01. Reconveyance by Trustee. Upon the termination of the Commitments under and as defined in the Credit Agreement and the payment in full of the Obligations, the Beneficiary shall cause the Trustee to release the Lien of this Deed of Trust and reconvey, without warranty or covenant, any portion of the Trust Estate then held hereunder to the Grantor, or upon the request of the Grantor, and at the Grantor's expense, cause the Trustee to assign this Deed of Trust without recourse to the Grantor's designee, or to the person or persons legally entitled thereto, by an instrument duly acknowledged in form for recording. The Trustee shall, upon request by the Beneficiary, release and reconvey (or, as the case may be, assign) all or any portion of the Trust Estate as described in the preceding sentence whenever requested to do so by the Beneficiary and shall not require, as a condition to any such release, reconveyance or assignment, that the Beneficiary certify or demonstrate that all or any portion of the Obligations shall have been paid in full.

Section 6.02. Notices. All notices, demands, consents, requests or other communications (collectively, "notices") that are permitted or required to be given by any party to the other hereunder shall be in writing and given in the manner specified in the Credit Agreement, unless otherwise required by applicable law; provided that notices to the Trustee shall be addressed to the Trustee at its office set forth on Page 1 hereof.

Section 6.03. Amendments; Waivers; Etc. This Deed of Trust cannot be modified, changed or discharged except by an agreement in writing, duly acknowledged in form for recording, signed by the Grantor and the Beneficiary with the consent of the Lender Parties as provided in the Credit Agreement. For purposes hereof, a statement by the Beneficiary in any modification or supplement to this Deed of Trust to the effect that such modification or supplement has been consented to by the Lender Parties as provided in the Credit Agreement shall be conclusive evidence of such consent and it shall not be necessary for a copy of such consent to be recorded with such modification or supplement as a condition to such modification or supplement being recorded in the appropriate real estate records.

Section 6.04. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds the Grantor and the Beneficiary and their respective successors and assigns and shall run with the Property.

Section 6.05. Captions. The captions or headings at the beginning of Articles, Sections and paragraphs hereof are for convenience of reference and are not a part of this Deed of Trust.

Section 6.06. Severability. If any term or provision of this Deed of Trust or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Deed of Trust, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Deed of Trust shall be valid and enforceable to the maximum extent permitted by law. If any portion of the Obligations shall for any reason not be secured by a valid and enforceable Lien upon any part of the Trust Estate, then any payments made in respect of the Obligations (whether voluntary or under foreclosure or other enforcement action or procedure or otherwise) shall, for purposes of this Deed of Trust (except to the extent otherwise required by applicable law) be deemed to be made (i) first, in respect of the portion of the Obligations not secured by the Lien of this Deed of Trust, (ii) second, in respect of the portion of the Obligations secured by the Lien of this Deed of Trust, but which Lien is on less than all of the Trust Estate, and (iii) last, to the portion of the Obligations secured by the Lien of this Deed of Trust, and which Lien is on all of the Trust Estate.

Section 6.07. Repayment of Secured Amount. The secured amount under this Deed of Trust shall be reduced only by the last and final sums repaid with respect to the Obligations and shall not be reduced by any intervening repayments of the Obligations. So long as the balance of the Obligations exceeds the secured amount under this Deed of Trust, any payments and repayments of the Obligations shall not be deemed to be applied against, or to reduce, the portion of the Obligations secured by this Deed of Trust.

Section 6.08. Trust is Irrevocable. The trust created hereby is irrevocable by the Grantor except as provided herein.

Section 6.09. Governing Law. This Deed of Trust shall be construed in accordance with and governed by the law of the State of California.

IN WITNESS WHEREOF, this Deed of Trust has been duly executed by the Grantor as of the day and year first above written.

GWF HANFORD PEAKER LLC

By: _____

Name: Malcolm Jacobson

Title: President

#4816-0692-3282

State of Texas

County of Harris

On March 8 2013, before me, Denise L VanCoeur, a Notary Public, personally appeared, Malcolm Jackson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Denise L VanCoeur

(Seal)

DENISE L VAN COEUR
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
SEPT, 20, 2015

SCHEDULE I

DESCRIPTION OF
PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: APN 018-242-055

ALL OF PARCEL "A" AND THAT PORTION OF PARCEL "B" OF PARCEL MAP (BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA) FILED AUGUST 26, 1988, IN BOOK 11 AT PAGE 10 OF PARCEL MAPS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL A OF SAID PARCEL MAP; THENCE NORTH 89° 47' 05" WEST ALONG THE SOUTH LINE OF THE AFORESAID PARCEL B A DISTANCE OF 205.75 FEET; THENCE NORTH 00° 12' 55" EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SAID PARCEL A, A DISTANCE OF 421.75 FEET; THENCE SOUTH 89° 47' 05" EAST A DISTANCE OF 205.75 FEET TO THE NORTHWEST CORNER OF SAID PARCEL A; THENCE SOUTH 00° 12' 55" WEST ALONG THE WEST LINE OF SAID PARCEL A, A DISTANCE OF 421.75 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A NON-EXCLUSIVE 15.00 FOOT WIDE EASEMENT CONVEYED TO HANFORD L. P., A DELAWARE LIMITED PARTNERSHIP BY DEED RECORDED MARCH 9, 1994, AS INSTRUMENT NO. 9404831, FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, AND/OR RECONSTRUCTION OF A STEAM DISTRIBUTION SYSTEM AND FOR OTHER PURPOSES DESCRIBED THEREIN, TO BE LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, THE CENTERLINE THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF THE AFORESAID NORTHWEST QUARTER, FROM WHICH THE NORTHEAST CORNER THEREOF BEARS SOUTH 89° 47' 05" EAST, A DISTANCE OF 708.71 FEET; THENCE SOUTH 01° 20' 56" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING AND CENTERLINE OF SAID EASEMENT; THENCE SOUTH 01° 20' 56" WEST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 01° 34' 23" WEST, A DISTANCE OF 24.69 FEET; THENCE SOUTH 88° 42' 13" EAST, A DISTANCE OF 200.07 FEET; THENCE SOUTH 01° 20' 28" WEST, A DISTANCE OF 268.74 FEET; THENCE SOUTH 88° 23' 09" EAST, A DISTANCE OF 10.35 FEET; THENCE SOUTH 01° 36' 14" WEST, A DISTANCE OF 164.37 FEET; THENCE SOUTH 89° 02' 22" EAST, A DISTANCE OF 14.36 FEET TO A POINT OF CONNECTION WITH AN EXISTING STEAM LINE, AS SET FORTH IN THAT CERTAIN DEED RECORDED MARCH 9, 1994, AS INSTRUMENT NO. 9404831, AS AMENDED BY THAT CERTAIN AMENDED GRANT OF NONEXCLUSIVE EASEMENT EXECUTED BY AND BETWEEN PIRELLI TIRE LLC., A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR BY MERGER TO PIRELLI--ARMSTRONG TIRE CORPORATION, A DELAWARE CORPORATION WHO TOOK TITLE AS THE ARMSTRONG RUBBER COMPANY, A

CONNECTICUT CORPORATION AND HANFORD L.P., A DELAWARE LIMITED PARTNERSHIP, SUCCESSOR IN INTEREST TO GWF POWER SYSTEMS, L.P., A DELAWARE LIMITED PARTNERSHIP, ACCORDING TO THE TERMS AND CONDITIONS THEREIN SET FORTH; AND RECORDED JANUARY 4, 2002, OFFICIAL RECORDS, KINGS COUNTY, AS INSTRUMENT NO. 0200239.

PARCEL 3:

A NON-EXCLUSIVE 15.00 FOOT WIDE EASEMENT AS CONVEYED TO HANFORD L.P., A DELAWARE LIMITED PARTNERSHIP BY DEED RECORDED MARCH 9, 1994 AS INSTRUMENT NO. 9404831, FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, AND/OR RECONSTRUCTION OF A STEAM CONDENSATE LINE AND FOR OTHER PURPOSES DESCRIBED THEREIN, TO BE LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE AFORESAID NORTHWEST QUARTER, FROM WHICH THE NORTHEAST CORNER THEREOF BEARS SOUTH 89° 47' 05" EAST, A DISTANCE OF 708.71 FEET; THENCE SOUTH 01° 20' 56" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING AND CENTERLINE OF SAID EASEMENT; THENCE SOUTH 01° 20' 56" WEST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 01° 34' 23" WEST, A DISTANCE OF 24.69 FEET; THENCE SOUTH 88° 42' 13" EAST, A DISTANCE OF 200.07 FEET; THENCE SOUTH 86° 04' 18" EAST, A DISTANCE OF 454.79 FEET; TO A POINT 7.50 FEET WEST OF THE WEST RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, SAID POINT BEING CALLED POINT "A"; THENCE SOUTH 01° 12' 46" WEST ALONG A LINE PARALLEL WITH SAID RAILROAD RIGHT OF WAY, A DISTANCE OF 162.26 FEET TO A POINT; THENCE NORTH 88° 38' 14" WEST, A DISTANCE OF 53.35 FEET TO THE NORTHEAST CORNER OF A COOLING TOWER.

ALSO COMMENCING FROM A POINT "A" NORTH 01° 21' 46" EAST, A DISTANCE OF 65.43 FEET TO THE SOUTH RIGHT OF WAY LINE OF IDAHO AVENUE, AS SET FORTH IN THAT CERTAIN DEED RECORDED MARCH 9, 1994 AS INSTRUMENT NO. 9404831 AND AS AMENDED BY THAT CERTAIN AMENDED GRANT OF NONEXCLUSIVE EASEMENT EXECUTED BY AND BETWEEN PIRELLI TIRE LLC, A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR BY MERGER TO PIRELLI-ARMSTRONG TIRE CORPORATION, A DELAWARE CORPORATION, WHO TOOK TITLE AS THE ARMSTRONG RUBBER COMPANY, A CONNECTICUT CORPORATION AND HANFORD L.P., A DELAWARE LIMITED PARTNERSHIP, SUCCESSOR IN INTEREST TO GWF POWER SYSTEMS, L.P., A DELAWARE LIMITED PARTNERSHIP, ACCORDING TO THE TERMS AND CONDITIONS THEREIN SET FORTH; AND RECORDED ON JANUARY 4, 2002, OFFICIAL RECORDS, KINGS COUNTY, AS INSTRUMENT NO. 0200239.

PARCEL 4:

A NON-EXCLUSIVE 15.00 FOOT EASEMENT FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING, AND/OR RECONSTRUCTION OF A STEAM DISTRIBUTION SYSTEM AND FOR OTHER PURPOSES DESCRIBED THEREIN, TO BE LOCATED IN THE WEST HALF OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, THE CENTERLINE THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTER LINE OF AN EXISTING 15 FOOT EASEMENT SAID POINT BEING 60.75 FEET WEST AND 267.69 FEET SOUTH OF THE NORTH QUARTER CORNER OF THE AFORESAID SECTION 24, AND SAID POINT ALSO BEING 7.5 FEET WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN & SANTA FE RAILROAD RIGHT OF WAY; THENCE SOUTH 00° 02' 07" WEST, ALONG A LINE PARALLEL WITH THE AFORESAID RAILROAD RIGHT OF WAY, A DISTANCE OF 2,860.82 FEET TO THE NORTHERLY LINE OF PARCEL 2 OF PARCEL MAP WAIVER FOR LOT LINE ADJUSTMENT #98-13, RECORDED DECEMBER 2, 1998 AS INSTRUMENT NO. 98025966 AND RE-RECORDED MAY 4, 1999, AS INSTRUMENT NO. 9909542; AS SET FORTH IN THAT CERTAIN GRANT OF NONEXCLUSIVE EASEMENT EXECUTED BY AND BETWEEN PIRELLI TIRE LLC., A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR BY MERGER TO PIRELLI-ARMSTRONG TIRE CORPORATION, A DELAWARE CORPORATION, WHO TOOK TITLE AS THE ARMSTRONG RUBBER COMPANY, A CONNECTICUT CORPORATION AND HANFORD L.P., A DELAWARE LIMITED PARTNERSHIP, ACCORDING TO THE TERMS AND CONDITIONS THEREIN SET FORTH; AND RECORDED ON JANUARY 4, 2002 OFFICIAL RECORDS, KINGS COUNTY, AS INSTRUMENT NO. 0200240.

EXHIBIT C

EXHIBIT D

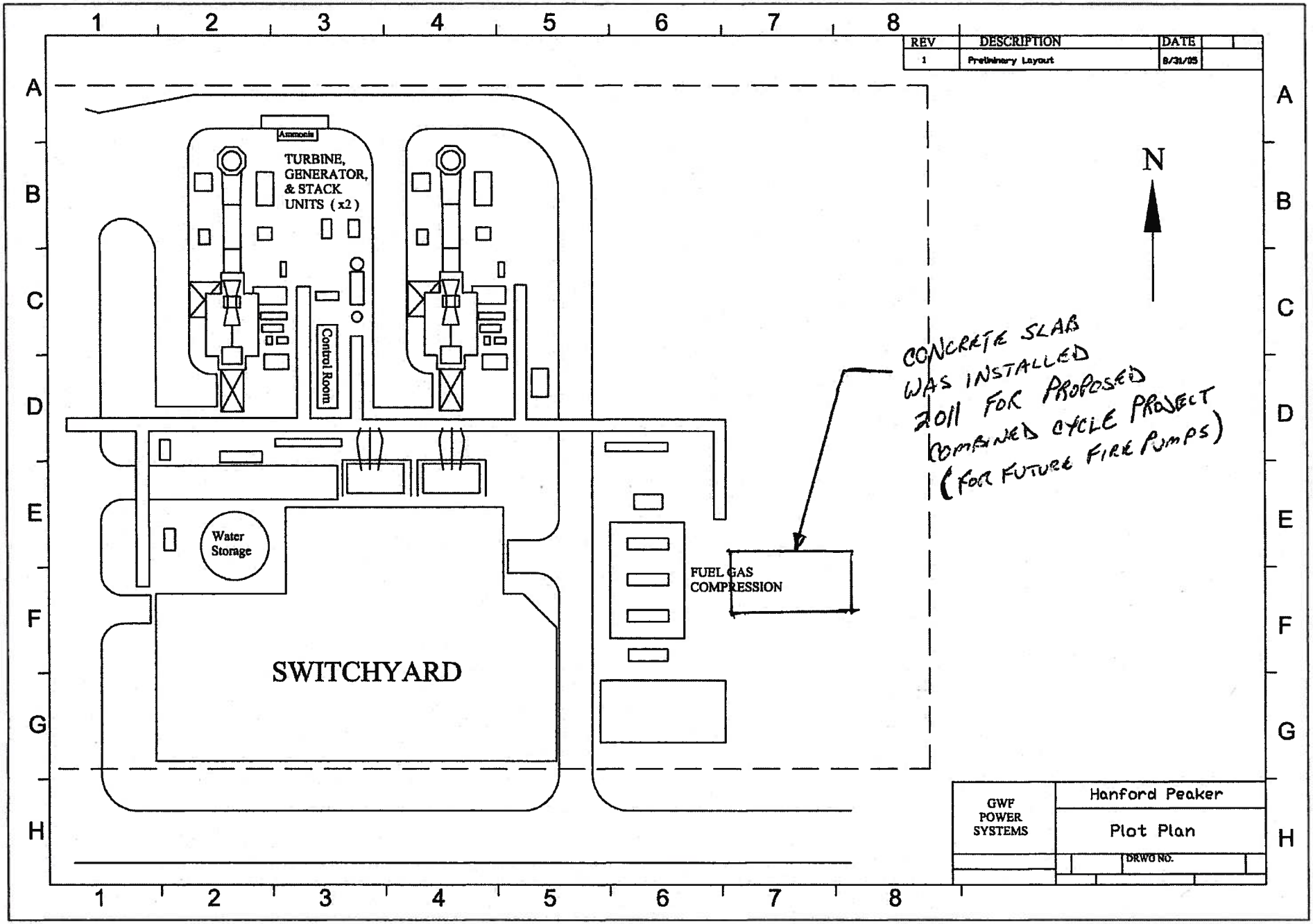

1 2 3 4 5 6 7 8
A B C D E F G H
REV
DESCRIPTION
DATE
1
Preliminary Layout
8/31/05
Ammonia
TURBINE, GENERATOR, & STACK UNITS (x2)
Control Room
Water Storage
SWITCHYARD
FUEL GAS COMPRESSION
N
CONCRETE SLAB WAS INSTALLED 2011 FOR PROPOSED COMBINED CYCLE PROJECT (FOR FUTURE FIRE PUMPS)
GWF POWER SYSTEMS
Hanford Peaker
Plot Plan
DRWG NO.

EXHIBIT E1

EXHIBIT E2


SPEED LIMIT
50

EXHIBIT E3

EXHIBIT E4

EXHIBIT E5

EXHIBIT E6

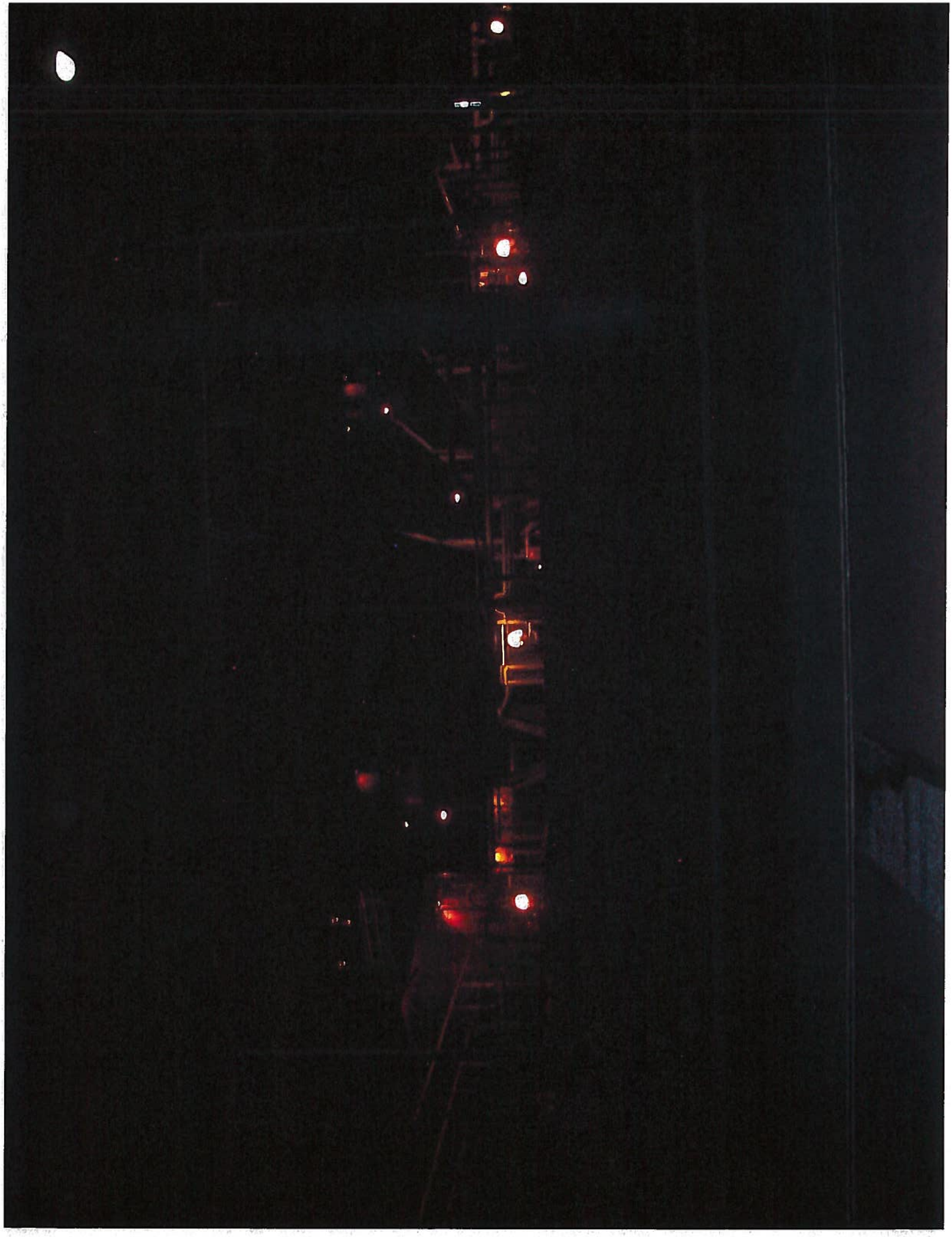


EXHIBIT E7

EXHIBIT E8

EXHIBIT E9

EXHIBIT E10

EXHIBIT E11

EXHIBIT F

STORM WATER POLLUTION PREVENTION PLAN AND STORM WATER MONITORING PLAN

Prepared For:

HANFORD L.P. COGENERATION PLANT/HANFORD ENERGY PARK PEAKER
HANFORD, CALIFORNIA

Prepared By:

HARDING ESE, INC.
600 GRAND AVENUE, SUITE 300
OAKLAND, CALIFORNIA 94610

January 2002

Harding ESE
A MACTEC Company

SWPPP

STORM WATER POLLUTION PREVENTION PLAN

HANFORD L.P. COGENERATION PLANT/HANFORD ENERGY PARK PEAKER
Hanford, California

January 2002

Person/Title Responsible for Plan

Mark Kehoe
Director, Environmental and Safety Programs

DOCUMENT CERTIFICATION

"I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted, is, to the best of my knowledge and belief, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

BY: Mark Kuhoe

TITLE: Director Environmental and Safety Programs

DATE: 3/15/02

PLAN REVISIONS

This SWPPP will require frequent revisions (at least annually) that must be documented. This page should be used to record a list, by date, of the sections that have been revised since the SWPPP was initially developed.

Item	Date	Section	Description of revision

HANFORD L.P. COGENERATION PLANT/HANFORD ENERGY PARK PEAKER (HCP/HEPP)
STORM WATER POLLUTION PREVENTION PLAN

TABLE OF CONTENTS

5.0 COMPLIANCE ASSURANCE

APPENDICES

1.0 INTRODUCTION

1.1 Plan Objectives

Harding ESE prepared this Storm Water Pollution Prevention Plan (SWPPP) for GWF Power Systems (GWF) and GWF Energy LLC., for the two facilities located at the Hanford Energy Park:

- Hanford L.P. Cogeneration Plant (HCP) located at 10596 Idaho Avenue, Hanford, California
- Hanford Energy Park Peaker (HEPP) located at 10550 Idaho Avenue, Hanford, California.

A Site Location Map (Figure 1) is presented in Appendix A and Site Maps with Hazardous Material Locations (Figures 2 & 3) are presented in Appendices B & C. A Site Grading and Drainage Map with Catch Basins (Figure 4) is also included in Appendix D. This SWPPP should be retained on-site and made available (upon request) to the Regional Water Quality Control Board (RWQCB) and/or local storm water management agency. This plan was prepared to comply with the terms of the *General Permit to Discharge Storm Water Associated with Industrial Activity* (Water Quality Order No. 97-03-DWQ). The SIC number for the HCP/HEPP is 4911. The plan has two objectives:

1. To identify and evaluate sources of pollutants associated with industrial activity that may affect the quality of storm water discharges and authorized non-storm water discharges, and
2. To identify and implement site-specific best management practices (BMPs) to reduce or prevent pollutants in industrial storm water discharges and authorized non-storm water discharges.

As necessary, this plan will be updated to incorporate future changes in storm water regulations, monitoring procedures, and company policy. Updates may consist of temporary supplements added to this plan or may be reissuance of a revised plan, depending on the extent of the changes.

The HCP/HEPP is not required to obtain a General Permit to Discharge Storm Water, because all of the facility's storm water is discharged to a retention pond onsite. This SWPPP is for in-house storm water compliance.

1.2 Storm Water Pollution Prevention Team

The individuals listed below comprise the Storm Water Pollution Prevention Team (SWPPT) and have been given the responsibility for:

- Implementing and enforcing all parts of the SWPPP
- Updating the SWPPP, as required.
- Signing documents as delegated by the Division or Site Manager.

Plant Manager:	Plant Supervisor:	Environmental Specialist:
Stephen Simmons	David Merritt	Neftali Nevarez
GWF Power Systems	GWF Power Systems	GWF Power Systems
10596 Idaho Avenue	10596 Idaho Avenue	4300 Railroad Avenue
Hanford, CA 93230	Hanford, CA 93230	Pittsburg, CA 94565

1.3 Related Requirements and Plans

In addition to this SWPPP, HCP/HEPP implements the following related programs and plans at this facility:

- A Hazardous Materials Business Plan that contains requirements for the management of hazardous materials handling and releases onsite.
- A Storm Water Monitoring Plan.
- Other plans for the Facility include Hazardous Waste Minimization Plan, Emergency Action Plan, Process Safety Management Plan, UST/AST Permits, Spill Prevention Control and Countermeasures Plan (SPCC) and Injury Illness Prevention Program (IIPP).

1.4 Site Description

The HCP/HEPP plant is immediately to the north of Idaho Avenue and the Burlington Northern & Santa Fe Railway tracks are to the east of the site. See Appendix A. The site is located in the City of Hanford Industrial Park area and is sparsely populated. Land use is primarily industrial and agricultural. The nearest residences are approximately 3,500 feet west of the site near the intersection of Idaho Avenue and 10th Avenue. The nearest community is the city of Hanford. The main population areas of the City of Hanford are located to the north of the site. The site is in U.S. Census tract 0012-02 of Kings County, California. As of 1990, the density of population within a three mile radius of the site was 90 persons per square mile. The Kings County assessor's parcel number of the land for the HCP/HEPP plant is 018-242-047. The HCP/HEPP site is located in a region with moderate rainfall (approximately eight inches per year) and dry hot summers. Wind speeds are generally higher in the summer than in the winter. It is estimated that regional groundwater at the site is about 150 feet below ground surface, though local perched groundwater has been found as high as six feet below ground surface. Storm water from the HCP and HEPP is transported through storm water conveyance systems to the retention pond onsite (Attachment D).

2.0 FACILITY, PROCESSES, AND POTENTIAL POLLUTANTS

2.1 Facility and Processes

This section describes the buildings, areas, and industrial processes at the HCP/HEPP facility. Buildings and descriptions are combined if they are in the same general area. Also noted are the potential pollutants that may be associated with each area.

1. **HCP Chemical Containment Area (HCP Site Map #2, #7 & #8)**
   The chemical containment area stores chemicals that are used in processes throughout the facility. Sodium hydroxide and water treatment chemicals are the materials handled or stored in this area that could potentially be exposed to storm water. There is a possibility of spills from hazardous materials and nonhazardous materials, however the spill would be contained within an engineered concrete secondary containment.

2. **HCP Coke Unloading Area (HCP Site Map #3 & #15)**
   This area is for unloading coke used in the facility and for storing wastes. Waste oily debris, used waste oil, filter bag waste, combustor rubble waste, refractory kaowool waste, and synthetic gypsum are the materials handled or stored in this area that could potentially be exposed to storm water. The waste oily debris, used waste oil and filter bag waste are stored in 55-gallon drums in a covered area with a secondary containment. Discharge from the secondary containment drains to an oily water separator, refer to the SPCC.

3. **HCP Ammonia Storage Area (HCP Site Map #4)**
   This area is used for storage of aqueous ammonia. Aqueous ammonia is the material handled or stored in this area that could potentially be exposed to storm water. There is a possibility of spills from hazardous materials and nonhazardous materials, however the spill would be contained within an engineered concrete secondary containment.

4. **HCP Baghouse Area (HCP Site Map #5)**
   All processes occur inside a steel and concrete structure. The inprocess oil is the material handled or stored in this area that could potentially be exposed to storm water. Refer to the SPCC for secondary containment.

5. **HCP Turbine Area (HCP Site Map #6 & #13)**
   This area uses water treatment chemicals and lubricating and hydraulic oil in its' process. The water treatment chemicals and lubricating and hydraulic oils are the materials handled or stored in this area that could potentially be exposed to storm water. There is a possibility of spills from hazardous materials and nonhazardous materials, however the spill would be contained within an engineered concrete secondary containment. For the lubricating and hydraulic oil refer to the SPCC for secondary containment.

6. **HCP Kaolin Clay Storage Area (HCP Site Map #9)**
   This area is used as the storage area for kaolin clay. Kaolin clay is the material handled or stored in this area that could potentially be exposed to storm water. There is a possibility of spills from hazardous materials and nonhazardous materials, however the spill would be contained within an engineered concrete secondary containment.

7. **HCP Diesel Oil Storage Area and Emergency Diesel Generator Area (HCP Site Map #12 & #22)**
   These areas store diesel oil. Diesel oil is the material handled or stored in these areas that could potentially be exposed to storm water. Refer to the SPCC for secondary containment.

8. **HCP Transformer Areas (HCP Site Map #18 & #21)**
   These areas house transformers and use transformer oil. Transformer oil is the material handled or stored in these areas that could potentially be exposed to storm water. The transformers have concrete secondary containments (refer to SPCC).

9. **HCP Storage Shed (HCP Site Map #19)**
   The storage shed houses transformer oil and many other supplies for the facility. The materials that are handled or stored in this building are not exposed to storm water. Any spills would be contained by personnel in the building.

10. **HEPP Turbine Areas (HEPP Site Map #2, #4 & #5)**
    These areas use turbine hydraulic oil, inprocess oil and propylene glycol solution. Transformer oil, inprocess oil and propylene glycol solution are the materials handled or stored in these areas that could potentially be exposed to storm water. Refer to SPCC for secondary containment.

11. **HEPP Transformer Area (HEPP Site Map #3)**
    This area houses a transformer that uses transformer oil. Transformer oil is the material handled or stored in these areas that could potentially be exposed to storm water. Refer to SPCC for secondary containment.

12. **HEPP Gas Compressor Building (HEPP Site Map #4 & #6)**
    This building houses the gas compressors and uses compressor oil and propylene glycol solution. None of the materials that are handled or stored in this building are exposed to storm water. Any spills would be contained by personnel in the building.

2.2 Significant Materials

e following potential pollutants are generated, handled and/or stored at the facility:

SIGNIFICANT POLLUTANT OR SIGNIFICANT MATERIAL	LOCATION OF POTENTIAL CONTACT	CONTACT STORM WATER DISCHARGE LOCATION
Aqueous Ammonia	Location #4; Figure 2	Catch Basins No. 3 & 4; Figure 4
Calcium Chloride, dihydrate	Location #19; Figure 2	Catch Basins No. 8 & 9; Figure 4
Water treatment chemical	Location #7; Figure 2	Catch Basin No. 5; Figure 4
Combuster Rubble, waste	Location #15; Figure 2	Catch Basin No. 1; Figure 4
Transformer Oil	Location #18, #19, #21; Figure 2	Catch Basins No. 8, 9 & 11; Figure 4
Diesel	Location #12 & #22; Figure 2	Catch Basins No. 4, 5 & 7; Figure 4
Water treatment chemical	Location #6; Figure 2	Catch Basins No. 4 & 5; Figure 4
Filter bags, waste	Location #3; Figure 2	Catch Basins No. 1 & 13; Figure 4
Kaolin Clay	Location #9; Figure 2	Catch Basin No. 11; Figure 4
Sodium Sulfate, Anhydrous	Location #19; Figure 2	Catch Basins No. 8 & 9; Figure 4
Water treatment chemical	Location #6; Figure 2	Catch Basins No. 4 & 5; Figure 4
Water treatment chemical	Location #7; Figure 2	Catch Basin No. 5; Figure 4
Sodium Hydroxide	Location #2; Figure 2	Catch Basin No. 5; Figure 4
Turbine and Hydraulic Oil	Location #13; Figure 2	Catch Basin No. 4; Figure 4
Oily Debris, waste	Location #3; Figure 2	Catch Basins No. 1 & 13; Figure 4
Petroleum Coke	Location #21; Figure 2	Catch Basin No. 11; Figure 4
Refractory/Kaowool, waste	Location #15; Figure 2	Catch Basin No. 1; Figure 4
Water treatment chemical	Location #8; Figure 2	Catch Basin No. 6 ; Figure 4
Synthetic Gypsum	Location #15; Figure 2	Catch Basin No. 1; Figure 4
Used Oil, waste	Location #3; Figure 2	Catch Basins No. 1 & 13; Figure 4
Turbine, Hydraulic Oil	Location #2; Figure 3	Catch Basin No. 14; Figure 4
Transformer Oil	Location #3; Figure 3	Catch Basins No. 19, 22 & 23; Figure 4
Propylene Glycol Solution	Location #4 & #6; Figure 3	Catch Basins No. 14, 15, 16, 17 & 21; Figure 4
Inprocess Oil	Location #5; Figure 3	Catch Basin No. 15; Figure 4
Compressor Oil	Location #6; Figure 3	Catch Basin No. 21; Figure 4

cations, frequencies and quantities for the handling of these materials are also listed in the Hazardous Materials Management Plan.

3.0 DESCRIPTION OF POTENTIAL POLLUTANT SOURCES

3.1 Industrial Processes

HCP/HEPP currently performs the industrial processes described below.

3.1.1 Vehicle and Equipment Maintenance

- Vehicle maintenance and washing are performed off site.
- Equipment maintenance is performed in Maintenance Shop building.
- Significant materials used and/or generated in this process are:

  Hydraulic/lubricating oils/greases and waste oil

  Solvents

  Detergents
- In addition to above activities involving equipment, there is the potential for oil leakage from vehicles.

3.1.2 Material Loading, Unloading, Access Areas, Outdoor Storage, Manufacturing, and Process Activities

Presented below are descriptions of the facility's material loading/unloading, and access areas (roads, drives) used to transport materials, and outdoor storage, manufacturing, and process activities that have the potential for exposure to storm water.

POLLUTANT	LOCATION	AREA ON MAP	AREA USE	MAXIMUM QUANTITY	SECONDARY CONTAINMENT
Oily debris waste, used oil waste, filter bag waste	Outside the Coke Shed on the North wall	#3 (Fig. 2)	Loading unloading and storage	4,250 lbs.	N/A
Diesel oil	East of the turbine and south of the control room	#12 & #22 (Fig. 2)	Diesel oil storage	50,000 gals.	Refer to SPCC
Transformer oil	South of the shop, storage shed and motor control room (Fig. 2) and north of switchyard (Fig. 3)	#18, #19 & #21 (Fig. 2) and #3 (Fig. 3)	Transformer use and storage	23,000 gals.	Refer to SPCC

POLLUTANT	LOCATION	AREA ON MAP	AREA USE	MAXIMUM QUANTITY	SECONDARY CONTAINMENT
Lubricating and hydraulic oil	Under turbine (Fig. 2) and north side of turbine no. 1 and no. 2 (Fig. 3)	#13 (Fig. 2) & #2 (Fig. 3)	Storage and process	9,125 gals.	Refer to SPCC
Propylene glycol solution	East of turbine no. 1 and no. 2 and east of the switchyard	#4 & #6 (Fig. 3)	Storage and process	460 gals.	#4 impervious concrete dike and #6 building
Inprocess oil	North and between turbine no. 1 and no. 2	#5 (Fig. 3)	Storage	160 gals.	Refer to SPCC
Compressor oil	East of switchyard	#6 (Fig. 3)	Storage	165 gals.	Refer to SPCC
Sodium hydroxide	Chemical containment area in the southeast corner of the site	#2 (Fig. 2)	Storage and process	19,140 lbs.	Impervious concrete dike
Aqueous ammonia	Southeast corner of the combustor	#4 (Fig. 2)	Storage and process	74,150 lbs.	Impervious concrete dike
Water treatment chemicals	Under the turbine in chemical containment area and between the combustor and turbine, chemical containment area in the southeast corner of the site east of the cooling tower	#6, #7 & #8 (Fig. 2)	Storage and process	31,280 lbs.	Impervious concrete dike
Kaolin clay	South of the coke silo	#9 (Fig. 2)	Storage and process	50,000 lbs.	Impervious concrete dike
Combustor rubble, refractory kaowool and synthetic gypsum	North of the coke unloading shed	#15 (Fig. 2)	Storage and process	580,000 lbs.	N/A
Calcium chloride dihydrate and sodium sulfate anhydrous	Storage shed	#19 (Fig. 2)	Storage	36,000 lbs.	Building
Particulate and suspended solids	Various storage areas, surrounding unpaved areas	Entire site	N/A	N/A	N/A

3.4 Significant Spills and Leaks

HCP/HEPP has not had any reportable spill occurrences at this site. The facility has equipment to contain small and incidental spills and retains contractors to respond to large spills.

3.5 Authorized Non-Storm Water Discharges

Visual observations to identify authorized non-storm water discharges at all drainage areas within the Facility are conducted at least quarterly, as required by the General Permit. The person completing the observations contacts the Facility Manager to coordinate and identify the non-storm water discharges at the Facility.

The following are non-storm water discharges that occur at HCP/HEPP and are authorized by the General Permit:

- Fire hydrant flushing
- Potable water sources, including potable water related to the operation, maintenance, or testing of potable water systems
- Drinking fountain water
- Atmospheric condensates including refrigeration, air conditioning, and compressor condensate
- Irrigation drainage
- Landscape watering
- Ground water
- Foundation and/or footing drainage.
- Safety eye wash and shower stations

Visual observations to identify the presence of unauthorized non-storm water discharges such as water generated from washing of vehicles and trailers, buildings, and pavements, rinsate or other discharges that do not meet the definition of authorized non-storm water discharges are conducted at least quarterly, as required by the General Permit.

3.5 Unauthorized Non-Storm Water Discharges

Visual observations to identify the presence of unauthorized non-storm water discharges such as water generated from washing of buildings, pavements, and rinsate or other discharges that do not meet the definition of authorized non-storm water discharges are conducted at least quarterly, as required by the General Permit

3.6 Soil and Sediments Control Measures

The unpaved portions of the site have only a gentle slope so as to not encourage erosion. Erosion around storm water discharge points is generally not a problem because these areas are paved.

3.7 Assessment of Potential Pollutant Sources

Based on the information in sections 2 and 3, the site has been assessed to have the following areas and pollutants as potential sources of storm water contamination:

1. Maintenance of equipment.
2. Pollutants: hydraulic/lubricating oils and wastes oils.
3. Spilling during receiving, handling, shipping or transporting (outside of buildings)
4. Pollutants: oily debris waste, used oil waste, filter bag waste, diesel oil, transformer oil, lubricating and hydraulic oil, propylene glycol solution, and inprocess oil, compressor oil, sodium hydroxide, aqueous ammonia, water treatment chemicals, kaolin clay, combustor rubble, and refractory kaowool, synthetic gypsum, calcium chloride dihydrate and sodium sulfate anhydrous.
5. Soil erosion from the large undeveloped area around the facility
6. Pollutants: turbid and silty runoff.

4.0 BEST MANAGEMENT PRACTICES (BMPs)

Best Management Practices have been adopted onsite to:

- Reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges
- Assure significant materials are handled properly
- Detect releases and assure timely clean up.

Preventative maintenance, good housekeeping, and material, equipment, and vehicle management practices are necessary to minimize contact of significant materials with storm water discharges. Listed below are practices currently employed or to be implemented.

Compliance inspections associated with these BMPs should be conducted monthly and documented on the forms provided in the Storm Water Monitoring Plan.

Best Management Practices (BMPs)

PRACTICE	DESCRIPTION/LOCATION
1. Equipment is serviced indoors or off-site.	Maintenance shop or off-site
2. Material transfer operations are closely observed by trained facility personnel to ensure that spills are prevented or properly cleaned up if they do occur.	All areas
3. Site personnel are trained in spill prevention and response. Spill response procedures are adhered to in the event of a material spill.	All areas
4. Vehicle leaks in parking areas are contained with drip pans and cleaned up when necessary.	Parking areas utilize drip pans and dry-absorb to contain/clean-up leaks
5. All significant materials and equipment are stored inside enclosed containers or indoors.	All areas
6. Storage of oily debris waste, used oil waste and filter bag waste is kept to a minimum and covered.	Site Map location #3
7. Refuse containers are always kept covered.	Applies to all outdoor areas
8. Good housekeeping is employed to minimize debris. General facility grounds inspections are performed daily in addition to the required storm water discharge monitoring.	Applies to all areas of the facility
9. Preventative maintenance measures are employed to keep equipment operating properly. General facility grounds inspections are performed daily in addition to the required storm water discharge monitoring.	Applies to all areas of the facility
10. Any large deposits of sediment on paved areas are to be cleaned prior to the wet season.	All areas

4.1 Non-Structural BMPs

4.1.1 Good Housekeeping

Good housekeeping measures employed at the facility include:

- Pavement sweeping
- Periodic and documented inspection of materials and waste handling and storage facilities
- Immediate clean-up of any spills or leaks
- Maintenance of containers in good condition and safe storage
- Disposing of wastewater in accordance with applicable regulations
- Maintenance of a neat and orderly facility.

4.1.2 Preventive Maintenance

Preventative maintenance procedures incorporated to insure the minimization of storm water contamination include:

1. Use of drip pans and other appropriate containment devices during maintenance of equipment.
2. Periodic equipment maintenance
3. Inspection of materials handling and storage areas
4. As part of the hazardous waste management program at HCP/HEPP, all satellite accumulation areas are checked weekly for secondary containment integrity, container integrity and any signs of leakage of spills.
5. The diesel oil tank, is checked regularly by the facilities engineering department.
6. The facility surface is graded to divert storm water run-off toward the storm water drainage system and away from adjacent properties.

4.1.3 Spill Response

Spills are prevented through use of appropriate material handling devices and methods and by training personnel. In addition, site inspections are conducted to insure containers are closed and secure and are secondarily contained, if appropriate.

Response to spills is in accordance with the site's Hazardous Material Business Plan and Emergency Action Plan, which is located in the plant control room.

4.1.4 Material Handling and Storage

- All employees who handle materials and wastes are properly trained
- Materials and wastes are stored in compatible containers that are labeled and can be securely closed
- All containerized materials are stored inside with the exception of diesel oil, filter bag waste, oily debris waste and used oil waste
- Materials are stored in such a way as to minimize spills due to dropping a container

- When containerized materials are moved via forklifts, operators have been trained in safe practices and spill response.

4.1.5 Waste Handling/Recycling

Municipal solid waste is stored at the facility in dumpsters or compactors and the facility has regular solid waste service once per week.

Hazardous waste generated from equipment and production processes, solvents, oil, oil filters, batteries metals are all stored until they are either transported to a recycling facility or transported under manifest to a licensed Treatment Storage and Disposal Facility.

4.1.6 Employee Training

Members of the SWPPT are trained on the requirements of the SWPPP, the General Industrial Permit, and other applicable requirements pursuant to their responsibilities. All operations, maintenance personnel are trained on safe material handling procedures, spill response, good housekeeping, and materials management practices pursuant to their responsibilities annually or as required. In addition, personnel responsible for monitoring are trained on sampling procedures.

4.1.7 Recordkeeping and Internal Reporting

HCP/HEPP is not required to obtain a Notice of Intent (NOI) for storm water discharge, because all of the facility's storm water is discharged to a retention pond onsite. All reports, annual inspections, monitoring data, and spill response information is kept onsite for in-house storm water compliance.

4.1.8 Erosion Control and Site Stabilization

HCP/HEPP has areas of asphalt, concrete and gravel throughout the facility. The unpaved portions of the site have only a gentle slope so as to not encourage erosion. Erosion around storm water discharge points is generally not a problem because these areas are paved.

4.1.9 Inspections

Regular site inspections are conducted to check for potential storm water contaminants in the facility including uncovered containers and leaks of significant materials. Corrective action is taken promptly to correct conditions that could result in storm water contamination.

Inspections are performed in compliance with the requirements of the General Industrial Storm Water Permit, including an annual inspection for compliance with the requirements of the permit as well as non-storm water discharge and storm water discharge observations at the appropriate frequency (report forms in SWMP).

4.1.10 Quality Assurance

Assurance that all elements of the SWPPP and Monitoring Program are adequately conducted will be accomplished by the site's environmental management program. This program includes internal audits on a regular basis to evaluate compliance with regulatory requirements. This audit of storm water requirements may be accomplished through the Annual Comprehensive Site Compliance Evaluation as described below or may be in addition to that evaluation.

4.2 Structural Control Measures

The following structural controls are in place on site.

4.2.1 Overhead Coverage

All materials, products and waste are stored in covered areas or buildings to protect the materials from exposure to storm water with the following exceptions:

- Diesel oil tank (aboveground)

4.2.2 Retention Ponds

There is one retention pond onsite. The onsite retention pond receives storm water from the HCP storm water conveyance system after it has been through the Lamella Filter System. The storm water from the HEPP is transported through the storm water conveyance system and discharged into the lined retention pond. Please refer to the Site Map located in Figure 4.

4.2.3 Secondary Containment Structures

All hazardous waste management accumulation areas have secondary containment and are checked weekly for secondary containment integrity.

4.2.4 Treatment

HCP/HEPP does not treat storm water. The storm water from the HCP is transported through the Lamella Filter System before discharge to the retention pond and the storm water from the HEPP is transported through the storm water conveyance system before discharge to the retention pond. Storm water that flows into the retention pond may allow for settling out of suspended solids in the storm water before being evaporated.

5.0 COMPLIANCE ASSURANCE

5.1 Annual Comprehensive Site Compliance Evaluation

The SWPPT conducts one comprehensive site compliance evaluation in each reporting period of July 1st through June 30th. Based on the comprehensive site compliance evaluation the SWPPP is revised and the revisions implemented within 90 days of the evaluation. Evaluations are made to be in compliance with the requirements of the General Industrial Storm Water Permit. The evaluations include a review of all observation and inspection records and sampling and analytical results, visual inspection of pollutant sources and drainage areas, review and evaluation of all BMPs and an evaluation report that identifies the person performing and date of the evaluation, revisions to the plan or program, schedule for implementation, incidents of non-compliance and corrective action and the certification described below.

The evaluation includes the "Annual Report" defined in the General Industrial Storm Water Permit which is submitted by July 1 of each year. A certification of compliance with the all of the requirements of the General Permit is provided with the annual report. If the certification cannot be provided, an explanation is provided in the evaluation report why the facility is not in compliance. The evaluation report is submitted as part of the annual report and retained onsite per the General Permit.

5.2 Certification of Compliance

HCP/HEPP annually certifies that the facility is in compliance with the requirements of the General Industrial Storm Water Permit at the time of the Annual Comprehensive Site Compliance Evaluation.

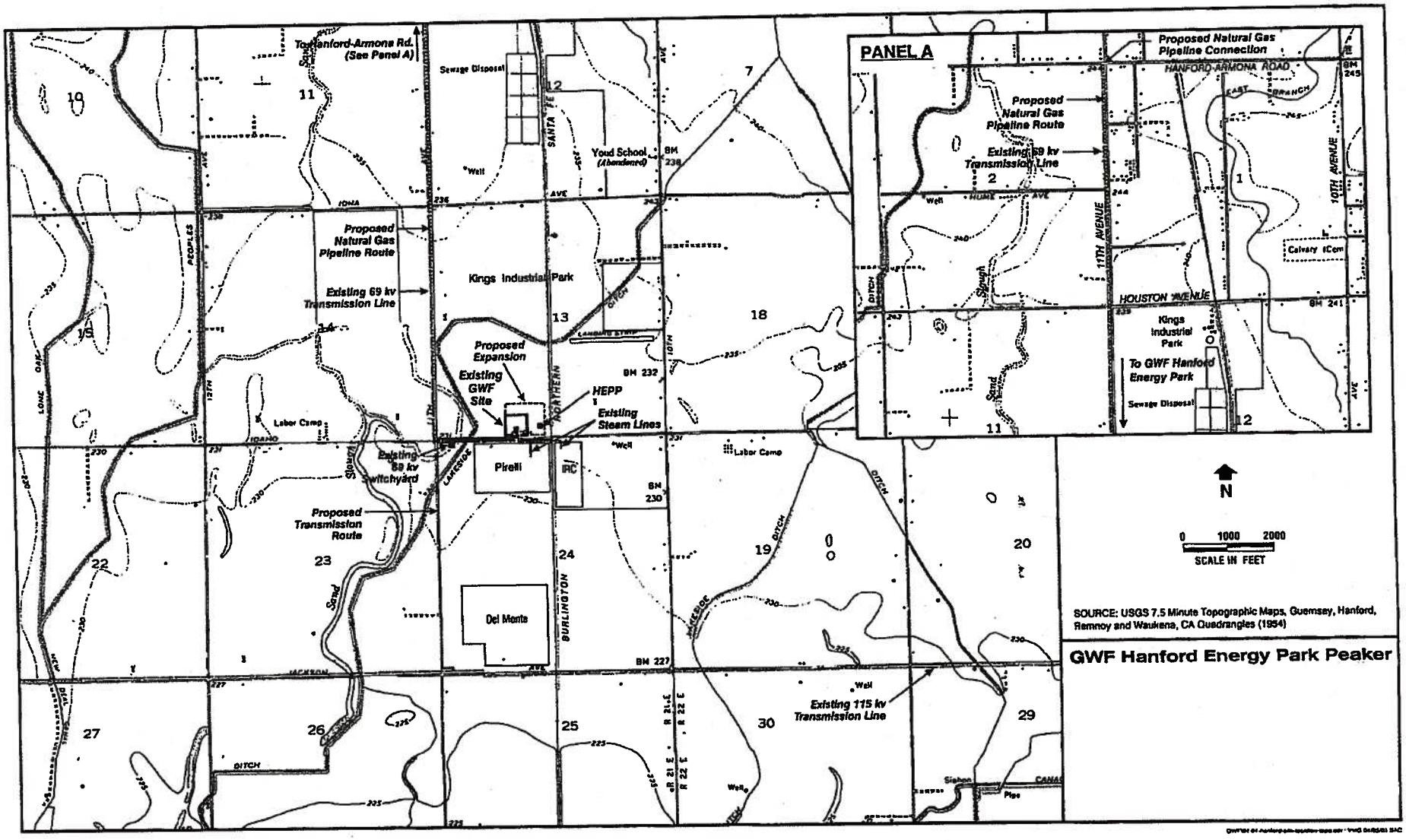
As required under Provision 10 of the General Industrial Storm Water Permit, any person signing documents makes the following certification:

"I am duly authorized to sign reports required by the INDUSTRIAL ACTIIVITIES STORM WATER GENREAL PERMIT (see Standard Provision C.9) and I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violation."

Signed: _____ Title: _____

Name: _____ Date: _____
(*Type or Print*)

APPENDIX A



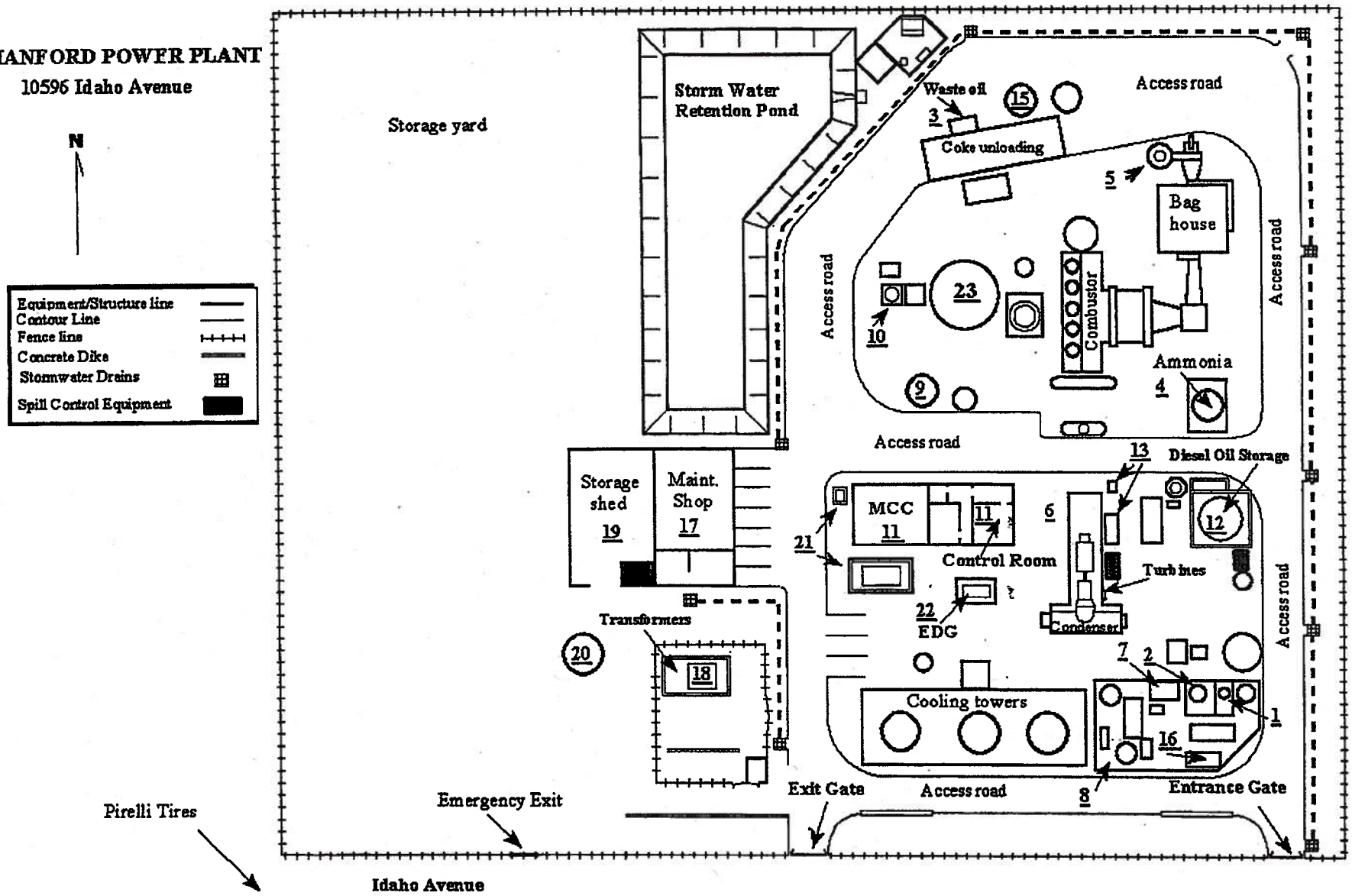
SOURCE: USGS 7.5 Minute Topographic Maps, Guernsey, Hanford, Remnoy and Waukena, CA Quadrangles (1954)

GWF Hanford Energy Park Peaker

APPENDIX B

HANFORD POWER PLANT

10596 Idaho Avenue



Location of Hazardous Materials

	Chemical or Common Name	Maximum Quantity (lbs)	*Location (Confidential)
1.	3M Aqueous Film Foaming	530	(Map #14) North west side of the diesel fuel tank
2.	Acetylene	110	(Map# 17 & 19) Shop and Warehouse buildinsg
3.	Aqueous Ammonia	78,000	(Map# 4) Southeast corner of the Combustor
4.	Calcium Chloride, dihydrate	12,500	(Map# 19) Storage shed
5.	Sodium Hypochlorite solution	7,100	(Map# 7) Chemical containment area, East of the cooling tower
6.	Carbon Monoxide, span gas in Nitrogen	40	(Map# 5) North of the Baghouse under the Stack
7.	Combustor Rubble, waste	100,000	(Map# 15) Along the North fence line
8.	DIALA® Oil	37,200	(Map# 18, 19, 21) South of the Shop, Warehouse, and Motor Control Room
9.	Diesel	219,000	(Map# 12, 22) East of the turbine and South of the Control Room
10	Elimin-Ox	1790	(Map# 6) Under the turbine in the Chemical containment area
11.	Filter bags, waste	1500	(Map# 3) Outside the Coke Shed on the North wall
12.	Sulfuric Acid	30,600	(Map# 1) Chemical containment area in the Southeast corner of the site
13.	Halon 1301, Freon FE 1301	725	(Map# 11) Control Room and Motor Control Room
14.	Kaolin Clay	50,000	(Map# 9) South of the Coke silo
15.	Liquid Carbon Dioxide	28,000	(Map# 10) West of the Coke silo
16.	Liquid Nitrogen	1620	(Map# 6) Between the Combustor and Turbine

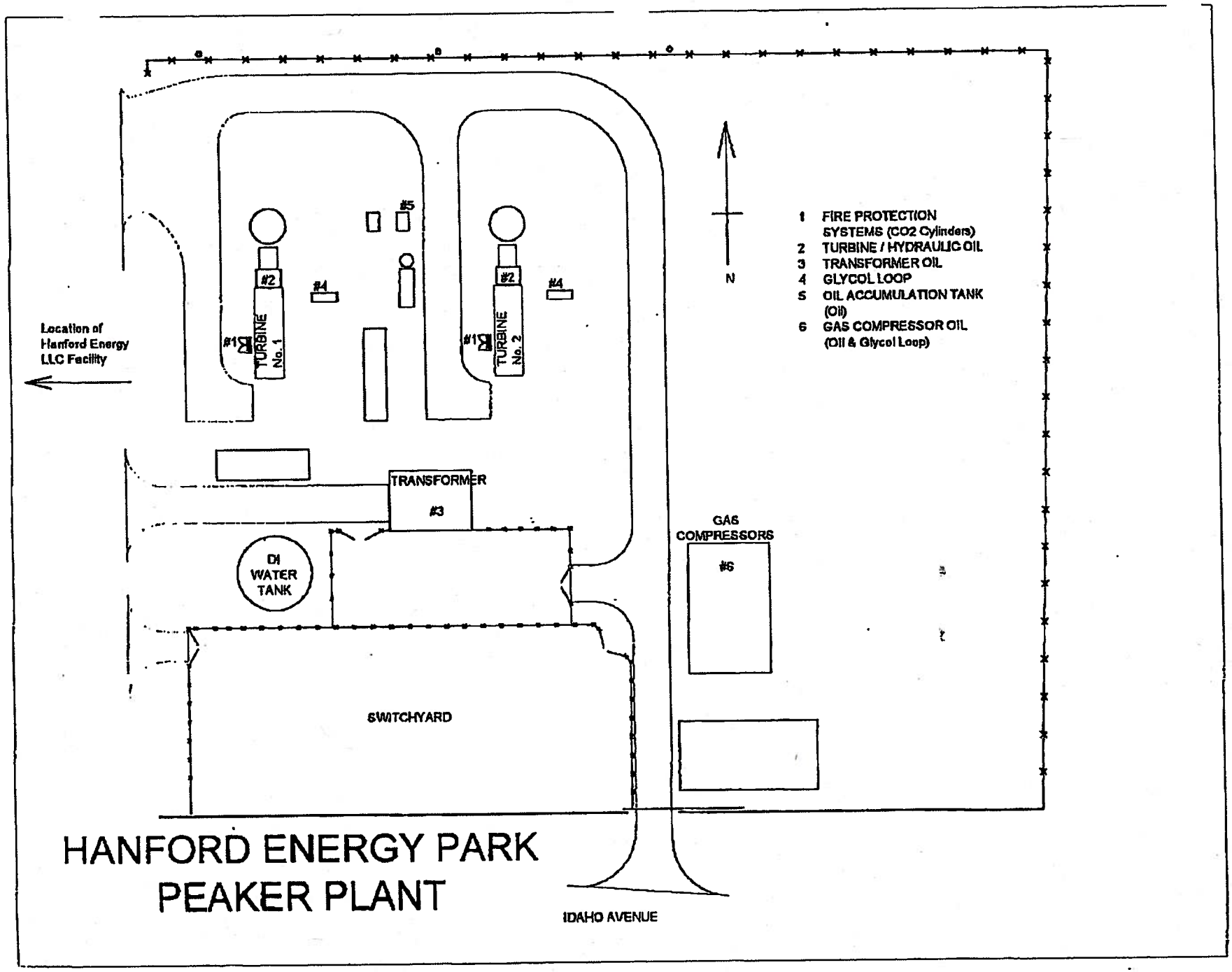
*** Note: Storage location of hazardous materials is confidential.**

Location of Hazardous Materials (continued)

	Chemical or Common Name	Maximum Quantity	*Location (Confidential)
17.	Sodium Sulfate, Anhydrous	20,000	(Map# 19) Storage Shed
18.	Nalco 356 Corrosion Inhibitor	3,300	(Map# 6) Under the turbine in Chemical containmernt area
19.	Nalco 7204 Transport plus	4,000	(Map# 6) Under the turbine in Chemical containment area
20.	Nalco 8365 Corrosion Inhibitor	9,200	(Map# 7) Chemical containment in the Southeast corner of the Site
21.	Sodium Hydroxide	15,400	(Map# 2) Chemical containment in the Southeast corner of the Site
22.	Nitrogen	90	(Map# 5) North of the Baghouse under the Stack
23.	Nitric Oxide span gas in Nitrogen	58	(Map# 5) North of the Baghouse under the Stack
24.	Turbine and Hydraulic Oil	13,680	(Map# 13) Under the Turbine
25.	Oily Debris, waste	1,500	(Map# 3) Outside the Coke Shed on the North wall
26.	Oxygen	85	(Map# 17) Shop Building
27.	Petroleum Coke	2,200,000	(Map# 21) West of the Combustor
28.	Propane	2,400	(Map# 17, 20) South of the Shop and at the Shop
29.	Refractory/Kaowool, waste	60,000	(Map# 15) Along the North fence line
30.	Sulfur Dioxide span gas in Nitrogen	40	(Map# 5) North of the Baghouse under the Stack
31.	Stabrex 40	2,250	(Map# 8) Cxhemical containment area East of the cooling tower
32.	Synthetic Gypsum	420,000	(Map# 15) North of the Coke unloading shed
33.	Used Oil, waste	1,250	(Map# 3) Outside the coke unloading shed on the Northwest corner

*** Note: Storage location of hazardous materials is confidential.**

APPENDIX C

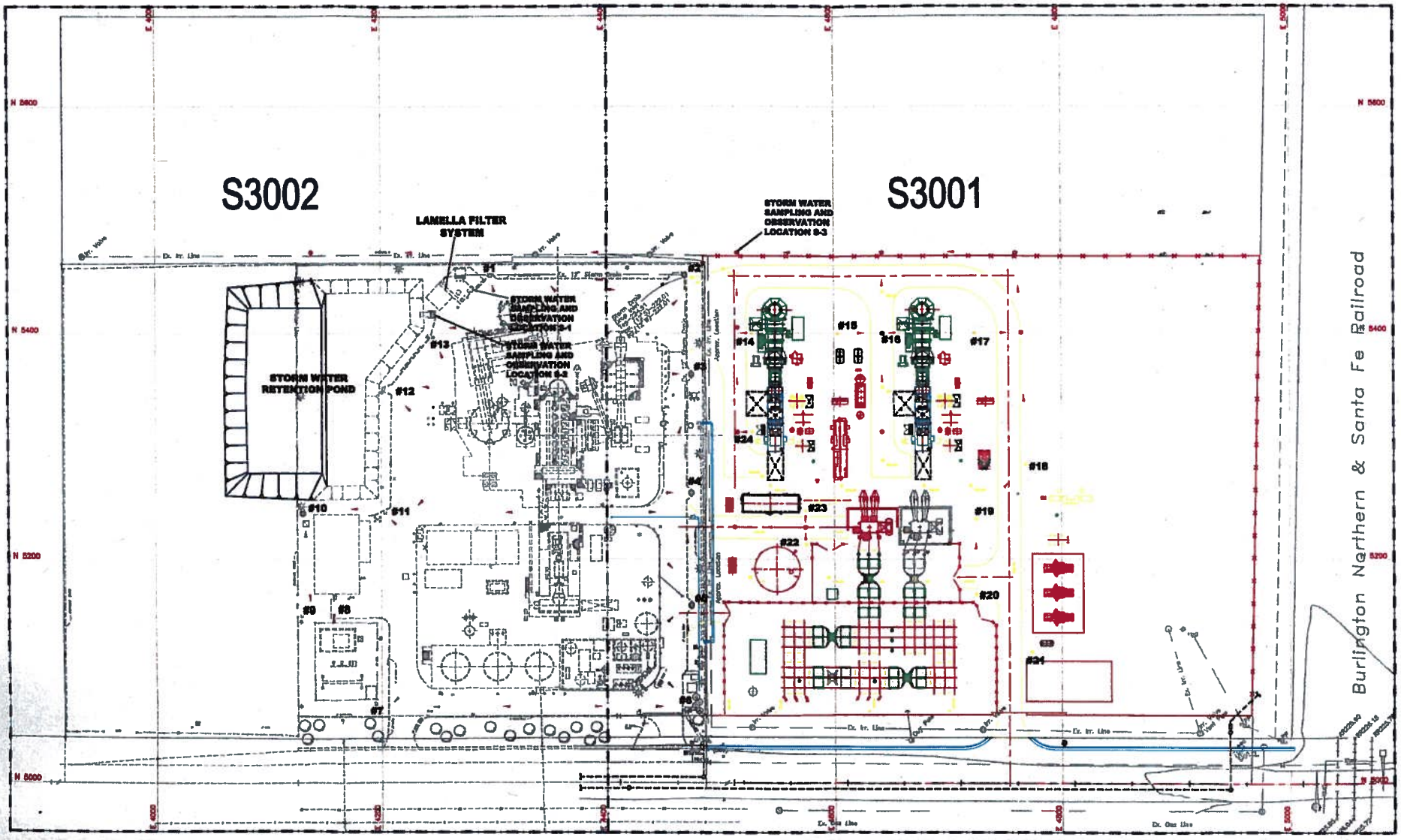


HANFORD ENERGY PARK PEAKER PLANT

LOCATION OF HAZARDOUS MATERIALS INVENTORY
HANFORD Energy Park Peaker

Page	Chemical Name	Max Quantity	*Location (Confidental)	DOT code	DOT guide
1	Liquid Carbon Dioxide	3000 lbs	#1 on the Site Map	UN 2187	
2	Contect 5000(soap solution)	55 gal	#2 on the Site Map		
3	Turbine, Hydraulic Oil	1,400 gal	#2 on the Site Map		
4	Transformer Oil	17,700 gal	#3 on the Site Map		
5	Propylene Glycol Solution	400 gal	#4, 6 on the Site Map		
6	Inprocess Oil	100 gal	#5 on the Site Map		
7	Compressor Oil	160 gal	#6 on the Site Map		

APPENDIX D


S3002
S3001
LAMELLA FILTER SYSTEM
STORM WATER SAMPLING AND OBSERVATION LOCATION S-3
STORM WATER SAMPLING AND OBSERVATION LOCATION S-1
STORM WATER SAMPLING AND OBSERVATION LOCATION S-2
STORM WATER RETENTION POND
Burlington Northern & Santa Fe Railroad

KEY PLAN

DUST CONTROL REQUIREMENTS

PRE-CONSTRUCTION:

1. MATERIAL EXCAVATED OR GRADED SHALL BE SUFFICIENTLY WATERED TO PREVENT EXCESSIVE AMOUNTS OF DUST. WATERING SHOULD OCCUR AT LEAST TWICE A DAY WITH COMPLETE COVERAGE, PREFERABLY IN THE LATE MORNING AND AFTER WORK IS COMPLETED FOR THE DAY.
2. CLEARING, GRADING, EARTH MOVING, OR EXCAVATION ACTIVITIES SHALL CEASE DURING PERIODS OF HIGH WINDS GREATER THAN 20 MPH.
3. EARTH MATERIAL TRANSPORTED OFF-SITE SHALL BE EITHER SUFFICIENTLY WATERED OR SECURELY COVERED TO PREVENT EXCESSIVE AMOUNTS OF DUST.
4. AREAS DISTURBED BY CLEARING, EARTH MOVING, OR EXCAVATION ACTIVITIES SHALL BE MINIMIZED AT ALL TIMES.
5. WHERE ACCEPTABLE TO THE FIRE DEPARTMENT, WEED CONTROL SHOULD BE ACCOMPLISHED BY MOWING INSTEAD OF DISCING, THEREBY LEAVING THE GROUND UNDISTURBED AND WITH A MULCH COVERING.

DURING CONSTRUCTION

1. AFTER CLEARING, GRADING, EARTH MOVING, OR EXCAVATION OPERATIONS, DURING THE CONSTRUCTION PHASE, FUGITIVE EMISSIONS SHALL BE CONTROLLED BY THE FOLLOWING METHODS:
   - NON-ACTIVE PORTIONS OF THE CONSTRUCTION SITE SHALL BE RESTRICTED FROM VEHICULAR MOVEMENT.
   - ACTIVE PORTIONS OF THE SITE SHALL BE SUFFICIENTLY WATERED TO PREVENT EXCESSIVE AMOUNTS OF DUST.

GENERAL FUGITIVE DUST:

1. AT ALL TIMES, FUGITIVE DUST EMISSIONS SHALL BE CONTROLLED USING THE FOLLOWING PROCEDURES:
   - ON-SITE VEHICLE SPEED SHALL BE LIMITED TO 15 MPH.
   - AREAS WITH VEHICLE TRAFFIC SHALL BE WATERED PERIODICALLY FOR STABILIZATION OF DUST EMISSIONS.
   - DURING ROUGH GRADING AND CONSTRUCTION, STREETS NEXT TO THE PROJECT SITE SHALL BE SWEPT AT LEAST ONCE PER DAY, OR AS REQUIRED TO REMOVE SILT WHICH MAY HAVE ACCUMULATED FROM CONSTRUCTION ACTIVITIES.
   - DURING ROUGH GRADING AND CONSTRUCTION, AN APRON INTO THE PROJECT SITE FROM ADJOINING PAVED ROADWAYS SHALL BE BUILT TO ACCESS THE SITE. THE APRON SHOULD BE PAVED OR WATERED AS REQUIRED.

ABBREVIATIONS

APPROX	– APPROXIMATE
ASPH	– ASPHALT
BM	– BENCH MARK
CB	– CATCH BASIN
CHDPE	– CORRUGATED HIGH DENSITY POLYETHYLENE
CCW	– COUNTERCLOCKWISE
CJ	– CONTRACTION JOINT
CL	– CENTER LINE
CONC	– CONCRETE
CW	– CLOCKWISE
DIA	– DIAMETER
DIP	– DUCTILE IRON PIPE
DWG	– DRAWING
EL	– ELEVATION
EJ	– EXPANSION JOINT
EXIST	– EXISTING
FF	– FINISHED FLOOR
HDPE	– HIGH DENSITY POLYETHYLENE
HP	– HIGH POINT
ID	– INSIDE DIAMETER
INV	– INVERT
MAX	– MAXIMUM
MIN	– MINIMUM
MSL	– MEAN SEA LEVEL
NO	– NUMBER
NTS	– NOT TO SCALE
PC	– POINT OF CURVATURE
PI	– POINT OF INTERSECTION
PL	– PROPERTY LINE
PT	– POINT OF TANGENCY
PVI	– POINT OF VERTICAL INTERSECTION
R	– RADIUS
RCP	– REINFORCED CONCRETE PIPE
REV	– REVISION
R/W	– RIGHT OF WAY
T/C	– TOP OF CURB
T/P	– TOP OF PAVEMENT
TOC	– TOP OF CONCRETE
T/GRATE	– TOP OF GRATE
TYP	– TYPICAL

NO	DATE	REVISIONS AND RECORD OF ISSUE	DRN	DES	CHK	POE	APP
1	11-30-2001	CONFORMS WITH CONSTRUCTION RECORDS–NIC	EHC	JJB	RGH	JJB	JCB
0	05-31-2001	ISSUED FOR CONSTRUCTION	RGH	JJB	JHL	JJB	JCB

N

40' 20' 0 40' 80'

1"=40'

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF CALIFORNIA

SIGNED GARY L. MICHEEL

DATE 05-31-01 REG NO. C41842

BLACK & VEATCH CORPORATION

P.O. BOX 31500 RALEIGH NORTH CAROLINA 27626

ENGINEER	JJB	DRAWN	RCH
CHECKED	JHL	DATE	05/31/2001

GWF EN
HANFORD ENERGY F

SITE – GRADI
GENERAL NOTES, LI

GENERAL NOTES

1. SEE DRAWING S1000 FOR SITE ARRANGEMENT.
2. LOCATIONS OF EXISTING ROADS AND UTILITIES ARE SUBJECT TO FIELD VERIFICATION BY THE CONTRACTOR.
3. CONSTRUCTION SEQUENCE SHALL BE SCHEDULED TO MINIMIZE UNCONTROLLED RUNOFF AND OFFSITE SEDIMENTATION DURING GRADING OPERATIONS. SILT FENCE SHALL BE INSTALLED IN EACH AREA BEFORE GRADING OPERATIONS BEGIN.
4. NEW CONTOURS AND SPOT ELEVATIONS SHOWN ON THE DRAWINGS INDICATE FINISH GRADE, TOP OF SURFACING OR TOP OF ASPHALT, UNLESS NOTED OTHERWISE. SUBTRACT MATERIAL THICKNESS ACCORDINGLY WHERE TOP OF SUBGRADE ELEVATION IS REQUIRED.
5. ANY CONSTRUCTION ACTIVITIES THAT TAKE PLACE OUTSIDE THE LIMITS OF THE SILT FENCE AND WHERE THE POTENTIAL FOR EROSION EXISTS, TO BE WASHED AWAY FROM THE SITE, SHALL BE DIRECTLY ENCLOSED BY SILT FENCE PRIOR TO THE START OF ANY SUCH ACTIVITIES.
6. GRADE SHALL SLOPE UNIFORMLY BETWEEN FINISH SPOT ELEVATIONS AND CONTOURS SHOWN ON THE PLAN.
7. A SMOOTH VERTICAL TRANSITION SHALL BE PROVIDED AT ROAD INTERSECTIONS.
8. ANY DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR AT LEAST 21 DAYS SHALL BE TEMPORARILY MULCHED.
9. THE CONTRACTOR SHALL CONTROL DUST BY WATERING THROUGHOUT THE DURATION OF CONSTRUCTION.
10. SURFACE VEGETATION SHALL BE REMOVED COMPLETE WITH ROOTS TO A DEPTH OF NO LESS THAN 4 INCHES BELOW THE GROUND SURFACE.
11. THE TOP 12 INCHES OF EARTH SHALL BE REMOVED AND SHALL BE STOCKPILED ON SITE.
12. PRIOR TO FILLING, THE SUBGRADE SHALL BE SCARIFIED AND COMPACTED IN ACCORDANCE WITH THE CONSTRUCTION SPECIFICATIONS.
13. FILL MATERIAL SHALL BE PLACED TO THE FINISH ELEVATIONS INDICATED ON THE DRAWINGS.
14. ADEQUATE SHEETING AND BRACING SHALL BE PROVIDED TO PROTECT AND MAINTAIN THE STABILITY OF PREVIOUSLY CONSTRUCTED STRUCTURES AND THE SIDES OF EXCAVATION AND TRENCHES UNTIL THEY ARE BACKFILLED.
15. ADEQUATE DEWATERING EQUIPMENT SHALL BE PROVIDED TO REMOVE AND DISPOSE OF ALL SURFACE AND GROUND WATER ENTERING EXCAVATIONS AND OTHER PARTS OF THE WORK.
16. EXCAVATION, OVEREXCAVATION AND BACKFILL FOR INDIVIDUAL EQUIPMENT FOUNDATIONS SHALL BE TO THE DIMENSIONS AND ELEVATIONS BELOW THE CONCRETE FOOTINGS AS INDICATED ON THE DRAWINGS.
17. SEE DRAWING S3010 FOR TYPICAL SECTIONS & DETAILS.
18. SEE DRAWINGS S3000 FOR CONSTRUCTION GRADING AND DETAILS.

LEGEND

- NEW ASPHALT PAVEMENT
- EXISTING STRUCTURE
- NEW STRUCTURE
- SUBGRADE
- EXISTING CONTOUR
- NEW CONTOUR
- EXISTING SPOT ELEVATION
- NEW SPOT ELEVATION
- PROPERTY LINE
- MATCH LINE
- NEW FENCE
- TEMPORARY CHAIN LINK FENCE
- EXISTING FENCE
- SILT FENCE
- STRAW BALES
- STRAW BALE EROSION PROTECTION AT CATCH BASIN
- SURFACE DRAINAGE FLOW INDICATOR
- PERSONNEL GATE
- SWING GATE
- CB-1 CATCH BASIN
- MH-1 MANHOLE
- NEW DRAINAGE PIPING
- EXISTING DRAINAGE PIPING
- EXISTING POWER POLE
- EXISTING LIGHT POLE
- SECTION OR DETAIL NUMBER / DRAWING DESIGNATION NUMBER
- N 5000.00 NORTHING COORDINATE / E 5000.00 EASTING COORDINATE
- #1 - #24 STORM WATER CATCH BASINS

NERGY LLC PARK PEAKER PROJECT	PROJECT S3000-HARDING / DRAWING NUMBER	REV 1
ING AND DRAINAGE EGENDS AND KEY PLAN	CODE / AREA	

SWMP

STORM WATER MONITORING PLAN

HANFORD L.P. COGENERATION PLANT/HANFORD ENERGY PARK PEAKER
Hanford, California

January 2002

Person/Title Responsible for SWMP

Neftali Nevarez
Environmental Specialist

HANFORD L.P. COGENERATION PLANT/HANFORD ENERGY PARK PEAKER
STORMWATER MONITORING PLAN

Table of Contents

1.0 INTRODUCTION

This Storm Water Monitoring Plan (SWMP) presents the storm water monitoring program for the Hanford L.P. Cogeneration Plant/Hanford Energy Park Peaker (HCP/HEPP) facility (Facility) at 10550 Idaho Avenue, Hanford, California (Figure 1). The goal of this program is to meet the objectives outlined in Section B of the General Industrial Storm Water Permit (General Permit). The SWMP follows the facilities SWPPP. These objectives are to:

- Ensure that storm water discharges are in compliance with General Permit Discharge Prohibitions, Effluent Limitations, and Receiving Water Limitations;
- Ensure that the Facility's practices to control pollutants in storm water discharges are evaluated and revised to meet changing conditions;
- Aid in the implementation of the Storm Water Pollution Prevention Plan (SWPPP); and
- Measure the effectiveness of best management practices (BMPs) to mitigate or prevent pollutants from entering the storm water discharge.

HCP/HEPP is responsible for developing and implementing this SWMP, evaluating and reporting the monitoring data, and recommending appropriate BMPs to reduce pollutants in storm water discharges. This SWMP is periodically revised or amended to ensure achievement of the monitoring program objectives, and to reflect changes in regulations or in HCP/HEPP policies. A copy of the SWMP is retained onsite and will be made available, upon request, to representatives of the California Regional Water Quality Control Board (RWQCB) or other authorized local agencies which are responsible for oversight of storm water discharge controls and programs.

2.0 MONITORING PLAN

This section describes monitoring of non-storm water and storm water discharges, quality assurance /quality control procedures, and verification of the SWMP's effectiveness.

2.1 Non-storm Water Discharge Visual Observations

Visual observations to identify authorized non-storm water discharges at all drainage areas within the Facility will be conducted at least quarterly, as required in the General Permit. The person completing the observations shall contact the Facility Engineer to coordinate and identify the non-storm water discharges at the Facility. The following are examples of non-storm water discharges that are authorized by the General Permit: fire hydrant flushing; potable water sources, including potable water related to the operation, maintenance, or testing of potable water systems; drinking fountain water; atmospheric condensates including refrigeration, air conditioning, and compressor condensate; irrigation drainage; landscape watering; ground water; and foundation and/or footing drainage.

Visual observations to identify the presence of unauthorized non-storm water discharges at all drainage areas within the Facility will be conducted at least quarterly, as required by the General Permit. Examples of unauthorized non-storm water discharges are:

- Water generated from washing of buildings and pavements,
- Rinsate or other discharges that do not meet the definition of authorized non-storm water discharges.

Visual observations will be made during daylight hours, on days with no storm water discharges, and during the Facility's normal operating hours. The person performing the observations will use "Form 2", which is titled "*Quarterly Visual Observations of Authorized Non Storm Water Discharges*"and "Form 3", which is titled "*Quarterly Visual Observations of Unauthorized Non Storm Water Discharges*". Copies of these forms are included in Appendix A, and are also included in the Facilities "Annual Report" provided by the State Water Resources Control Board (SWRCB). To ensure that the most current versions are utilized, the forms should be obtained from the HEP/HEPP Environmental Department before the start of each reporting period (July 1). When the survey is finished, the completed forms shall be filed in the HCP/HEPP storm water files. A copy of the reports must be sent to GWF's Environmental Department.

Quarterly visual observations are to be conducted at least once during each of the following periods:

- January through March
- April through June
- July through September
- October through December

No fewer than 6 weeks and no more than 18 weeks should elapse between observations.

At a minimum, these observations should document the presence or absence of floating and suspended materials, oil sheen, discoloration, stains or odors, turbidity, odor, and other abnormal conditions. Records will indicate the date of observation, locations observed, observations, and responses taken to eliminate unauthorized non-storm water discharges, including those implemented to reduce or prevent pollutants from contacting non-storm water discharges.

2.2 Storm Water Discharge Visual Observations

Visual observations of storm water discharges will be conducted during at least one storm event per month during the wet season (October 1 through May 30). Visual observations will be made during the first hour of discharge and at all discharge locations.

Storm water visual surveys are conducted only when storm water discharges occur under all the following conditions:

- During daylight hours
- Preceded by at least three (3) working days without storm water discharges and
- During the Facility's scheduled operating hours.

Visual observations should include, but are not limited to, the presence of floating and suspended materials, oil sheen, discoloration, turbidity, and odor. The observations should note, if known, the source of observed pollutants, if any. The person performing the observations should use "Form 4", which is titled "*Monthly Visual Observation of Storm Water Discharges*". A copy of

this form is included in Appendix A, and is also included in the Facilities "Annual Report" provided by the SWRCB. To ensure that the most current version is utilized, the form should be obtained from the HCP/HEPP Environmental Department before the start of each reporting period (July 1). Records shall include the observation dates, locations observed, observations, and responses taken to reduce or prevent pollutants in storm water discharges. When the survey is finished, the completed form shall be filed in the HCP/HEPP storm water files. A copy of the reports must be sent to GWF's Environmental Department.

2.3 Quality Assurance/Quality Control Procedures

The quality assurance quality control (QA/QC) program is maintained to assure that (1) all elements of the monitoring program are conducted; and (2) all monitoring is conducted by trained personnel.

The sampling team's performance is an integral part of the sampling event. Storm water samples will be collected by trained HCP/HEPP personnel or consultants. Formal training in the HCP/HEPP sampling procedures is provided to ensure the integrity of sampling events. Training will be conducted prior to each wet season, for each new sampler, or more frequently if deemed necessary.

2.4 Verification of Program Effectiveness

The effectiveness of the storm water observation program is evaluated at least annually based on the analytical results of the sampling events (see Section 3) and the results of the Annual Comprehensive Site Compliance Evaluation that is outlined in the SWPPP. The Annual Comprehensive Site Compliance Evaluation will be documented using "Form 5," which is titled *Annual Comprehensive Site Compliance Evaluation Potential Pollutant Source/Industrial Activity BMP Status*. A copy of this form is included in Appendix A and is also in the Facility's "Annual Report" provided by the SWRCB. However, to ensure that the most current version is utilized, the form should be obtained from the HEP/HEPP Environmental Department before the start of each reporting period (July 1). When the survey is finished, the completed form shall be filed in the HCP/HEPP storm water files. A copy of the reports must be sent to GWF's Environmental Department.

HEP/HEPP will assess the effectiveness of the monitoring program by observing trends in analytical data for storm water samples, as described in Section 3. For example, a significant increasing trend in pollutant concentration at a sample point may indicate the need to investigate or modify existing storm water management practices.

3.0 SAMPLING PLAN

The HCP/HEPP Storm Water Monitoring Program is designed to protect the environment by minimizing adverse effects from storm water leaving the Facility and entering into receiving waters (i.e., waters of the State). This goal is achieved by (1) performing visual observations of non-storm water and storm water discharges (Section 2); and (2) collecting and analyzing samples from all discharge points twice during the wet season, including the first event, where possible. The Storm Water Sampling Plan for HCP/HEPP is presented in this section, and

includes procedures and techniques for sample collection, preservation, shipment, and chain-of-custody control.

3.1 Sampling Procedures

The required sample bottles and preservatives will be provided by the analytical laboratory to the sampling team in advance of a sampling event. The sampling bottles and related equipment will be retained onsite in anticipation of a storm event. The sampling equipment will be obtained from the HCP/HEPP Environmental Department.

The sampling team will check the condition of the bottles before sampling and resolve problems, if any. Sampling procedures that will be followed during each sampling event are listed below and described in detail in Appendix B. Sampling procedures are revised periodically to reflect advances in storm water sampling technology.

Table 1. Sampling Summary

Pre-Sampling Collection

1. Select sampling points.
2. Eliminate non-storm water discharges. It is important that when sampling, a fire hydrant test or washing of vehicles is not taking place since that water could affect the sample results. The Engineering Department should be contacted to verify that all non-storm water discharges are eliminated before sampling.
3. Make arrangements with the selected analytical laboratory, including, but not limited to, delivery of appropriate sample containers, turn-around time, and sample pick-up.
4. Monitor weather reports from the local news. The Facility Engineer, Environmental Manager and the people responsible for storm water sampling should regularly monitor the weather reports during the wet season to anticipate when it might rain at the facility. A rain gauge and daily records may be used to determine if it had rained at the facility within the previous three days.
5. Check and label sample containers prior to sampling the water. It is difficult to label wet containers and important to keep sampling locations identified correctly.
6. Freeze reusable ice packs.

Sample Collection

1. Set up equipment at sampling location and collect a grab water sample directly from the flow within the first 60 minutes of discharge.
2. Fill the sample containers and ensure that the containers are full.

Post Sampling Collection

1. Fill and seal sample containers and complete the information required on the sampling label.
2. Pack samples in coolers with reusable ice packs sufficient for entire shipment and fill empty spaces with packing material.

3. Complete and sign the chain-of-custody form, place the chain-of-custody form in cooler and seal cooler with tape.
4. Notify the analytical laboratory as soon as possible, that the samples are being shipped or that they need to come to the facility to pick them up.
5. Send samples and chain-of-custody documentation via overnight service to the analytical laboratory.
6. Obtain a copy of "Form 1", which is titled "Sampling and Analysis Results" from the HCP/HEPP Environmental Department and complete the information required on the form.

3.2 Sampling Methods

Grab storm water samples from each storm water discharge location will be collected under the following conditions:

- During the first storm event that (1) is preceded by at least 3 (three) working days without storm water discharge and (2) occurs during the Facility's scheduled operating hours
- During at least one other storm event during the wet season, following the conditions mentioned for the first storm event.

It is important that when taking the water sample that there is a constant flow of water. The flow should be strong and consistent enough so the sampler does not have to disturb the drainage point to collect the water sample. An example of an unacceptable disturbance would be digging a hole in the drainage area to accumulate discharge water for collection.

If a sample is not collected from the first storm event of the wet season, a second sample is still required. An explanation of why the first storm event was not sampled should be placed in the HCP/HEPP storm water files. A copy of the reports must be sent to GWF's Environmental Department.

Sampling of storm events and visual observations will occur only during scheduled business hours. In addition, the visual observations are conducted only during daylight hours. If HCP/HEPP is not able to collect any of the necessary samples or conduct visual observations because of adverse weather conditions, a description of why the monitoring could not be conducted will be submitted with the annual monitoring report.

All sampling and sample preservation procedures are in accordance with the current edition of "Standard Methods for the Examination of Water and Wastewater" (American Public Health Association). In addition, monitoring instruments and equipment are calibrated and maintained in accordance with manufacturers' requirements.

3.3 Sampling Frequency

HCP/HEPP shall collect and analyze samples of storm water discharge from at least two events as described in Section 3.2. However, if requirements of the General Permit are revised, this SWMP and the sampling requirements will be appropriately revised. Samples are analyzed for those parameters listed in Section 4.3.

3.4 Sampling Discharge Points

Storm water from the Facility commingles into several drainage areas. The goal of the sampling program is to collect samples that, to the extent possible, represent the quality of storm water being discharged from the Facility. HEP/HEPP currently has 3 sampling locations, S-1, S-2, & S-3, where storm water is discharged during the wet season. Sampling locations are shown on the HEP/HEPP Site Grading and Drainage Map with Catch Basin Locations (Figure 2) and are described below:

Sample Locations

Sample Identification	General Area	Description of Sample Location
S-1	HCP, Lamella Filter System	East outfall at Lamella Filter System
S-2	HCP, Lamella Filter System	West outfall at Lamella Filter System
S-3	HEPP, northwest manhole	Manhole at northwest corner

4.0 ANALYTICAL PLAN

This section describes the chemical analyses for the storm water sampling program. A laboratory that is certified by the California Department of Health Services will analyze samples. The laboratory will be responsible for generating the analytical results, performing the analyses in accordance with the appropriate protocol specified in the analytical methods, and ensuring the quality of the analytical data. Data will be transmitted to HCP/HEPP in both electronic and paper form. All analytical data will be maintained at the Facility for at least five years as stated in the General Permit.

4.1 Laboratory Quality Control Procedures

In addition too strict chain-of-custody procedures, to ensure the integrity of the sampling and shipping process. A record of laboratory sample receipt, storage, analysis procedures are kept by the laboratory for each sample received. A summary of this record is part of the laboratory analysis record. A description of laboratory quality control procedures should be obtained from the designated laboratory.

4.2 Detection Limits

Parameter-specific detection limits for the storm water samples that are to be analyzed will be determined by the analytical methods, unless matrix interferences preclude attainment of these limits. Samplers should request that the laboratory identify the reporting limit when it is different than the method detection limit. In the event that matrix interferences or other reasons preclude attainment of the method detection limits, the laboratory will include written explanations in the case study report that will be included with each set of data.

4.3 Analytical Parameters and Methods

HCP/HEPP will analyze storm water samples for parameters required by the General Permit as shown in Table 2. All storm water samples will be analyzed using the following methods and specified sample containers and preservatives as listed in the table. These methods are ones that have been approved by the federal Environmental Protection Agency (EPA) or by the California Department of Health Services, the state agency tasked with oversight of analytical laboratories. HCP/HEPP will analyze storm water samples for parameters required by the General Permit as shown in Table 2. All storm water samples will be analyzed using the following methods and specified sample containers and preservatives:

Table 2. Analytical Requirements for Sampling Points

PARAMETER	Sample Type	EPA Test Method	Sampling Locations	Sample Container(s), Preservatives, Specific Laboratory Instructions
PH, Total Suspended Solids, Specific Conductance	Grab storm water	160.2 150.1 120.1	All	250-ml plastic bottle, no preservatives. NOTE: pH needs to be analyzed within 24 hours of sampling
Oil & Grease*	Grab storm water	413.2 or 1664 when approved by EPA	All	Two 1-liter glass bottles, preserved with hydrochloric acid
Cr, Cu, Pb, Zn, Fe	Grab storm water	6010 B	All	250-ml plastic bottle, no preservatives.

* TOC can be substituted for Oil and grease

Total Organic Carbon (TOC)	Grab stormwater	415.1	All	250-ml plastic bottle, preserved with hydrochloric acid

No significant amounts of other toxic chemicals or pollutants are likely to be present in storm water and no other analytes are required, based on the Facility's Standard Industrial Classification (SIC) code found in Table 2 of the General Permit.

The rationale for selecting these analyses is that the primary potential contaminants of storm water at the Facility are particulates (dirt, dust, etc.). Secondary pollutants are lubrication and waste oil, and diesel oil.

The total suspended solids data will facilitate assessment of the impacts to storm water. The pH and specific conductance data will indicate whether inorganic materials are affecting the storm water. The oil and grease analysis will determine if oil, waste oil, and/or diesel oil may be impacting storm water. The Fe analysis is to determine if this pollutant is being transported with the storm water.

4.4 Records Retention

The records of all storm water monitoring information and copies of all reports required by the General Permit will be retained for a period of at least five years from the date of the sample, observation, measurement, or report. These records include:

1. The date, time, and place of site survey/observations, sampling, visual observation, and/or measurement
2. The individual(s) who performed the site survey/observations, sampling, visual observation, and/or measurement
3. The date and time of analyses
4. The individual(s) and associated analytical laboratory who performed the analyses
5. The analytical results, method detection limits, and analytical techniques or methods
6. Quality assurance/quality control results
7. Visual observation records including storm water and non-storm water discharges
8. Visual observation and sample collection exception records
9. All calibration and maintenance records of on-site instruments used
10. All strip chart recordings for continuous monitoring instrumentation.
11. Sampling and analysis exemption and reductions certification and supporting documentation
12. Records of corrective actions and follow-up activities.

4.5 Data Evaluation and Reporting

Analytical data are reviewed by the QA/QC officer of the analytical laboratory. Analytical reports will be signed by the QA/QC officer or laboratory director. The analytical reports will include a narrative case study that specifies the condition of the samples upon receipt, and exceptions or problems that were encountered. At a minimum, laboratory reports shall include the sample matrix type, time and date of analysis, the date of sample collection (if available to the laboratory), the analytical methods used (including sample preparation, as necessary), and the name of the person performing the analyses. Analytical reports will include all field forms (e.g., chain-of-custody forms), quality assurance results, and analytical results, and will be filed in the HEP/HEPP storm water files. A copy of the reports must be sent to GWF's Environmental Department.

This monitoring program documents the elimination or reduction of specific pollutants, resulting from the implementation of the SWPPP. Reports are submitted by July 1 of each year to GWF's Environmental Department.

4.6 Noncompliance Reporting

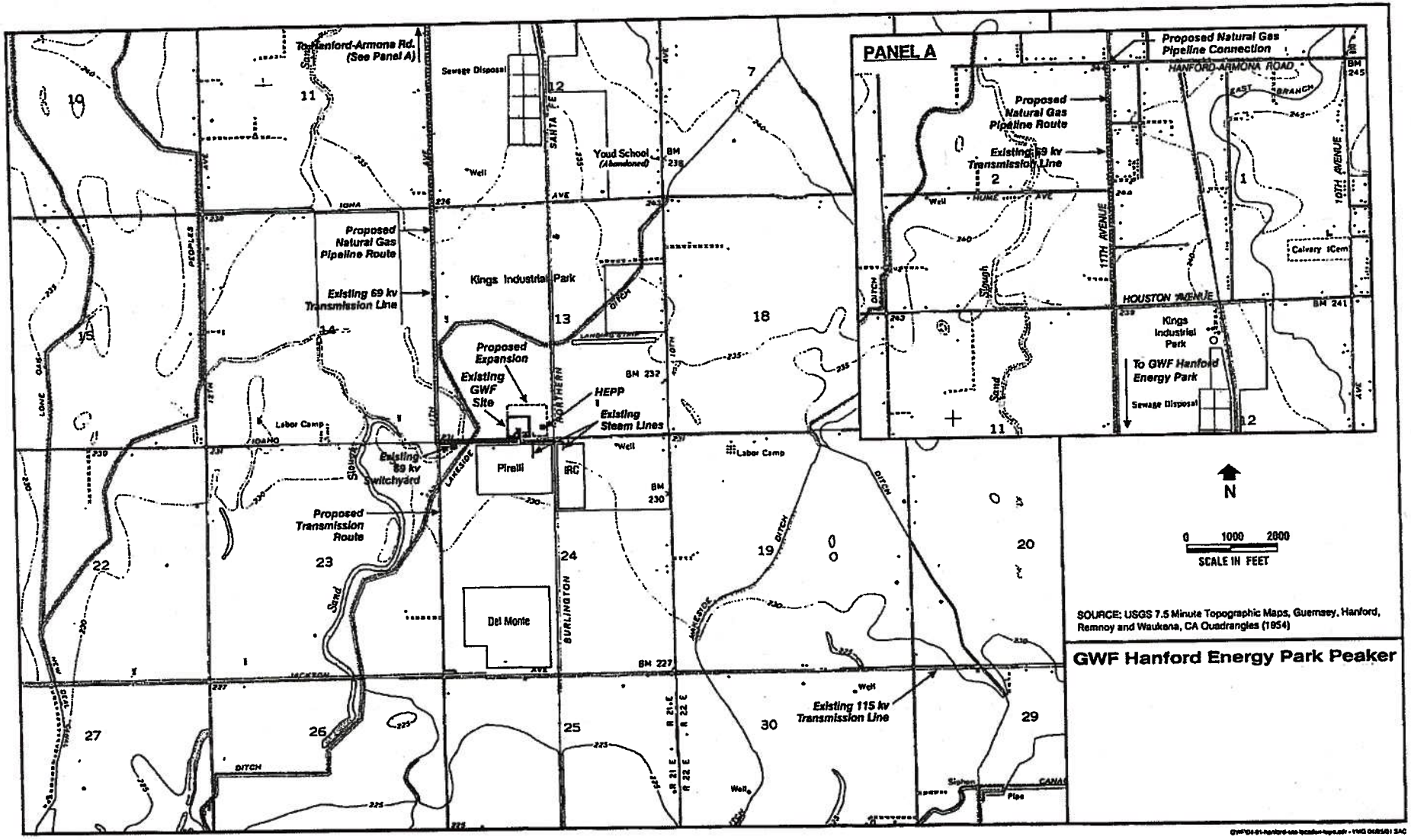
HCP/HEPP will notify GWF's Environmental Department of instances of noncompliance, actions planned to achieve compliance, and a timetable for reaching compliance. Notification is to be submitted within 30 days of identification of the noncompliance issue/event.

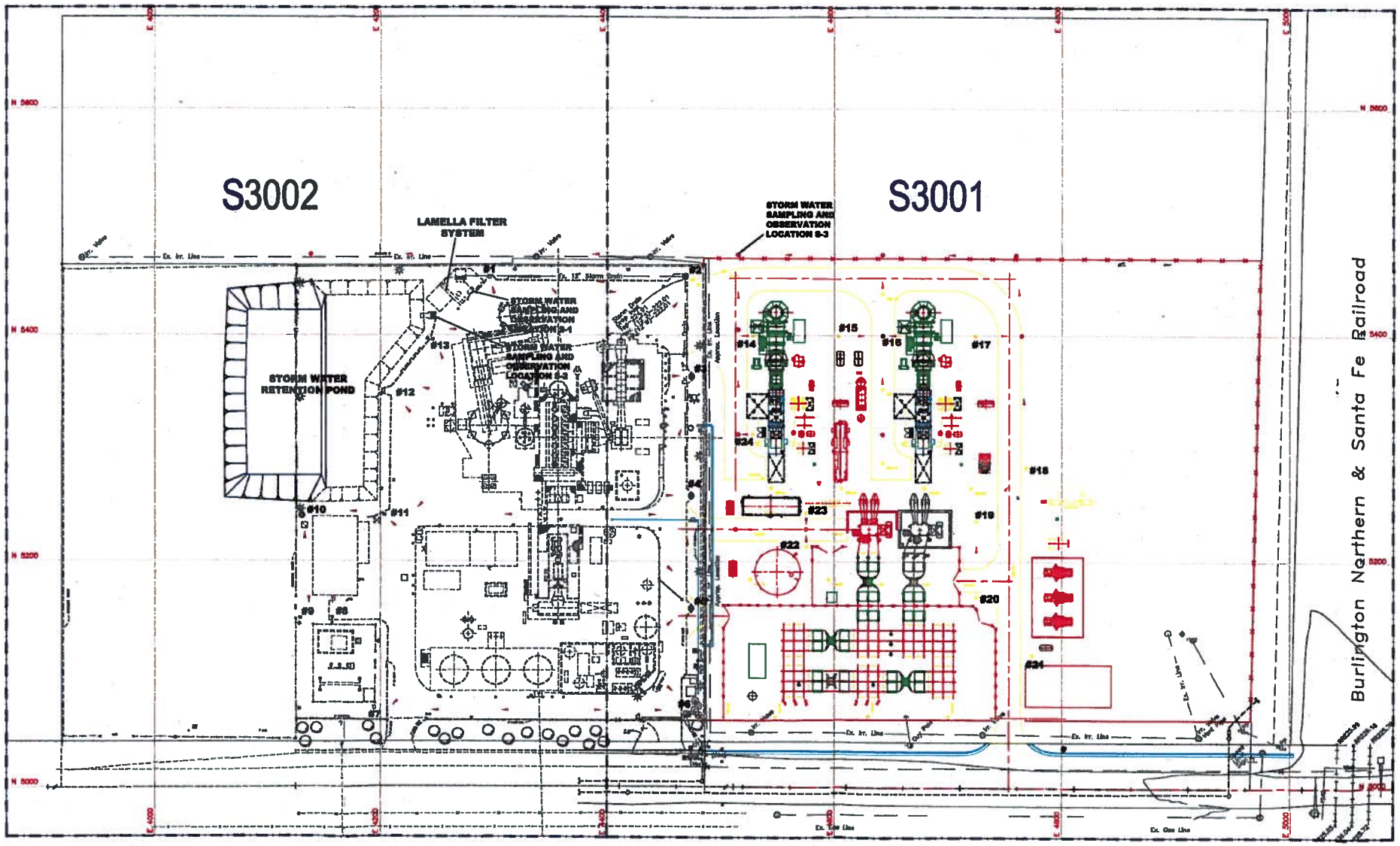
4.7 Annual Reporting

HCP/HEPP will prepare an Annual Report in conformance with the requirements of the General Permit, using the forms provided by the RWQCB. The report will include:

1. A summary of visual observations and sampling results
2. An evaluation of the visual observation and analytical results
3. The Annual Comprehensive Site Compliance Evaluation Report
4. An explanation of activities that were not implemented as required by the General Permit
5. Visual observation and sample collection records including method detection limits.

ILLUSTRATIONS


PANEL A
Proposed Natural Gas Pipeline Connection
Proposed Natural Gas Pipeline Route
Existing 69 kv Transmission Line
Hanford-Armona Rd. (See Panel A)
Sewage Disposal
Youd School (Abandoned)
Kings Industrial Park
Proposed Natural Gas Pipeline Route
Existing 69 kv Transmission Line
Proposed Expansion
Existing GWF Site
HEPP
Existing Steam Lines
Existing 69 kv Switchyard
Proposed Transmission Route
Pirelli
Del Monte
Existing 115 kv Transmission Line
To GWF Hanford Energy Park
HANFORD-ARMONA ROAD
HOUSTON AVENUE
11TH AVENUE
10TH AVENUE
Calvary Cem
Labor Camp
N
0 1000 2000
SCALE IN FEET
SOURCE: USGS 7.5 Minute Topographic Maps, Guernsey, Hanford, Remnoy and Waukena, CA Quadrangles (1954)
GWF Hanford Energy Park Peaker


S3002
S3001
LAMELLA FILTER SYSTEM
STORM WATER SAMPLING AND OBSERVATION LOCATION S-3
STORM WATER RETENTION POND
STORM WATER SAMPLING AND OBSERVATION LOCATION S-1
STORM WATER SAMPLING AND OBSERVATION LOCATION S-2
#1
#2
#3
#4
#5
#6
#7
#8
#9
#10
#11
#12
#13
#14
#15
#16
#17
#18
#19
#20
#21
#22
#23
#24
Burlington Northern & Santa Fe Railroad

DUST CONTROL REQUIREMENTS

PRE-CONSTRUCTION:

1. MATERIAL EXCAVATED OR GRADED SHALL BE SUFFICIENTLY WATERED TO PREVENT EXCESSIVE AMOUNTS OF DUST. WATERING SHOULD OCCUR AT LEAST TWICE A DAY WITH COMPLETE COVERAGE, PREFERABLY IN THE LATE MORNING AND AFTER WORK IS COMPLETED FOR THE DAY.
2. CLEARING, GRADING, EARTH MOVING, OR EXCAVATION ACTIVITIES SHALL CEASE DURING PERIODS OF HIGH WINDS GREATER THAN 20 MPH.
3. EARTH MATERIAL TRANSPORTED OFF-SITE SHALL BE EITHER SUFFICIENTLY WATERED OR SECURELY COVERED TO PREVENT EXCESSIVE AMOUNTS OF DUST.
4. AREAS DISTURBED BY CLEARING, EARTH MOVING, OR EXCAVATION ACTIVITIES SHALL BE MINIMIZED AT ALL TIMES.
5. WHERE ACCEPTABLE TO THE FIRE DEPARTMENT, WEED CONTROL SHOULD BE ACCOMPLISHED BY MOWING INSTEAD OF DISCING, THEREBY LEAVING THE GROUND UNDISTURBED AND WITH A MULCH COVERING.

DURING CONSTRUCTION

1. AFTER CLEARING, GRADING, EARTH MOVING, OR EXCAVATION OPERATIONS, DURING THE CONSTRUCTION PHASE, FUGITIVE EMISSIONS SHALL BE CONTROLLED BY THE FOLLOWING METHODS:
   - NON-ACTIVE PORTIONS OF THE CONSTRUCTION SITE SHALL BE RESTRICTED FROM VEHICULAR MOVEMENT.
   - ACTIVE PORTIONS OF THE SITE SHALL BE SUFFICIENTLY WATERED TO PREVENT EXCESSIVE AMOUNTS OF DUST.

GENERAL FUGITIVE DUST:

1. AT ALL TIMES, FUGITIVE DUST EMISSIONS SHALL BE CONTROLLED USING THE FOLLOWING PROCEDURES:
   - ON-SITE VEHICLE SPEED SHALL BE LIMITED TO 15 MPH.
   - AREAS WITH VEHICLE TRAFFIC SHALL BE WATERED PERIODICALLY FOR STABILIZATION OF DUST EMISSIONS.
   - DURING ROUGH GRADING AND CONSTRUCTION, STREETS NEXT TO THE PROJECT SITE SHALL BE SWEPT AT LEAST ONCE PER DAY, OR AS REQUIRED TO REMOVE SILT WHICH MAY HAVE ACCUMULATED FROM CONSTRUCTION ACTIVITIES.
   - DURING ROUGH GRADING AND CONSTRUCTION, AN APRON INTO THE PROJECT SITE FROM ADJOINING PAVED ROADWAYS SHALL BE BUILT TO ACCESS THE SITE. THE APRON SHOULD BE PAVED OR WATERED AS REQUIRED.

ABBREVIATIONS

APPROX	– APPROXIMATE
ASPH	– ASPHALT
BM	– BENCH MARK
CB	– CATCH BASIN
CHDPE	– CORRUGATED HIGH DENSITY POLYETHYLENE
CCW	– COUNTERCLOCKWISE
CJ	– CONTRACTION JOINT
CL	– CENTER LINE
CONC	– CONCRETE
CW	– CLOCKWISE
DIA	– DIAMETER
DIP	– DUCTILE IRON PIPE
DWG	– DRAWING
EL	– ELEVATION
EJ	– EXPANSION JOINT
EXIST	– EXISTING
FF	– FINISHED FLOOR
HDPE	– HIGH DENSITY POLYETHYLENE
HP	– HIGH POINT
ID	– INSIDE DIAMETER
INV	– INVERT
MAX	– MAXIMUM
MIN	– MINIMUM
MSL	– MEAN SEA LEVEL
NO	– NUMBER
NTS	– NOT TO SCALE
PC	– POINT OF CURVATURE
PI	– POINT OF INTERSECTION
PL	– PROPERTY LINE
PT	– POINT OF TANGENCY
PVI	– POINT OF VERTICAL INTERSECTION
R	– RADIUS
RCP	– REINFORCED CONCRETE PIPE
REV	– REVISION
R/W	– RIGHT OF WAY
T/C	– TOP OF CURB
T/P	– TOP OF PAVEMENT
TOC	– TOP OF CONCRETE
T/GRATE	– TOP OF GRATE
TYP	– TYPICAL

40' 20' 0 40' 80'

1"=40'

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF CALIFORNIA

SIGNED GARY L. MICHEEL

DATE 05-31-01 REG NO. C41642

BLACK & VEATCH CORPORATION
PO BOX 33396 RALEIGH, NORTH CAROLINA 27636

ENGINEER	JJB	DRAWN	RGH
CHECKED	JHL	DATE	05/31/2001

GWF ENE
HANFORD ENERGY PA

SITE – GRADING
GENERAL NOTES, LEG

GENERAL NOTES

1. SEE DRAWING S1000 FOR SITE ARRANGEMENT.
2. LOCATIONS OF EXISTING ROADS AND UTILITIES ARE SUBJECT TO FIELD VERIFICATION BY THE CONTRACTOR.
3. CONSTRUCTION SEQUENCE SHALL BE SCHEDULED TO MINIMIZE UNCONTROLLED RUNOFF AND OFFSITE SEDIMENTATION DURING GRADING OPERATIONS. SILT FENCE SHALL BE INSTALLED IN EACH AREA BEFORE GRADING OPERATIONS BEGIN.
6. NEW CONTOURS AND SPOT ELEVATIONS SHOWN ON THE DRAWINGS INDICATE FINISH GRADE, TOP OF SURFACING OR TOP OF ASPHALT, UNLESS NOTED OTHERWISE. SUBTRACT MATERIAL THICKNESS ACCORDINGLY WHERE TOP OF SUBGRADE ELEVATION IS REQUIRED.
7. ANY CONSTRUCTION ACTIVITIES THAT TAKE PLACE OUTSIDE THE LIMITS OF THE SILT FENCE AND HAVE THE POTENTIAL FOR ERODED SOIL TO BE WASHED AWAY FROM THE AREA SHALL BE ENTIRELY ENCLOSED BY SILT FENCE PRIOR TO THE START OF ANY SUCH ACTIVITIES.
8. GRADE SHALL SLOPE UNIFORMLY BETWEEN FINISH SPOT ELEVATIONS AND CONTOURS SHOWN ON THE PLAN.
9. A SMOOTH VERTICAL TRANSITION SHALL BE PROVIDED AT ROAD INTERSECTIONS.
10. ANY DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR AT LEAST 21 DAYS SHALL BE TEMPORARILY MULCHED.
11. THE CONTRACTOR SHALL CONTROL DUST BY WATERING THROUGHOUT THE DURATION OF CONSTRUCTION.
12. SURFACE VEGETATION SHALL BE REMOVED COMPLETE WITH ROOTS TO A DEPTH OF NO LESS THAN 4 INCHES BELOW THE GROUND SURFACE.
13. THE TOP 12 INCHES OF EARTH SHALL BE REMOVED AND SHALL BE STOCKPILED ON SITE.
14. PRIOR TO FILLING, THE SUBGRADE SHALL BE SCARIFIED AND COMPACTED IN ACCORDANCE WITH THE CONSTRUCTION SPECIFICATIONS.
15. FILL MATERIAL SHALL BE PLACED TO THE FINISH ELEVATIONS INDICATED ON THE DRAWINGS.
16. ADEQUATE SHEETING AND BRACING SHALL BE PROVIDED TO PROTECT AND MAINTAIN THE STABILITY OF PREVIOUSLY CONSTRUCTED STRUCTURES AND THE SIDES OF EXCAVATION AND TRENCHES UNTIL THEY ARE BACKFILLED.
17. ADEQUATE DEWATERING EQUIPMENT SHALL BE PROVIDED TO REMOVE AND DISPOSE OF ALL SURFACE AND GROUND WATER ENTERING EXCAVATIONS AND OTHER PARTS OF THE WORK.
18. EXCAVATION, OVEREXCAVATION AND BACKFILL FOR INDIVIDUAL EQUIPMENT FOUNDATIONS SHALL BE TO THE DIMENSIONS AND ELEVATIONS BELOW THE CONCRETE FOOTINGS AS INDICATED ON THE DRAWINGS.
19. SEE DRAWING S3010 FOR TYPICAL SECTIONS & DETAILS.
20. SEE DRAWINGS S3005 FOR CONSTRUCTION GRADING AND DETAILS.

LEGEND

- NEW ASPHALT PAVEMENT
- EXISTING STRUCTURE
- NEW STRUCTURE
- SUBGRADE
- EXISTING CONTOUR
- NEW CONTOUR
- EXISTING SPOT ELEVATION
- NEW SPOT ELEVATION
- PROPERTY LINE
- MATCH LINE
- NEW FENCE
- TEMPORARY CHAIN LINK FENCE
- EXISTING FENCE
- SILT FENCE
- STRAW BALES
- STRAW BALE EROSION PROTECTION AT CATCH BASIN
- SURFACE DRAINAGE FLOW INDICATOR
- PERSONNEL GATE
- SWING GATE
- CATCH BASIN
- MANHOLE
- NEW DRAINAGE PIPING
- EXISTING DRAINAGE PIPING
- EXISTING POWER POLE
- EXISTING LIGHT POLE
- SECTION OR DETAIL NUMBER / DRAWING DESIGNATION NUMBER
- NORTHING COORDINATE / EASTING COORDINATE
- STORM WATER CATCH BASINS

NERGY LLC PARK PEAKER PROJECT	PROJECT DRAWING NUMBER S3000-HARDING	REV 1
ING AND DRAINAGE EGENDS AND KEY PLAN	CODE AREA	

APPENDIX A

APPENDIX A

EXAMPLE SAMPLING FORMS

20 2002

ANNUAL REPORT

SIDE A

FORM 2-QUARTERLY VISUAL OBSERVATIONS OF AUTHORIZED NON-STORM WATER DISCHARGES (NSWDs)

- Quarterly dry weather visual observations are required of each authorized NSWD.
- Observe each authorized NSWD source, impacted drainage area, and discharge location.
- Authorized NSWDs must meet the conditions provided in Section D (pages 5-6), of the General Permit.
- Make additional copies of this form as necessary.

QUARTER: **JULY-SEPT.** DATE: __/__/__	**Observers Name:** _____ **Title:** _____ **Signature:** _____	**WERE ANY AUTHORIZED NSWDs DISCHARGED DURING THIS QUARTER?**	☐ **YES** ☐ **NO** If **YES**, complete reverse side of this form.
QUARTER: **OCT.-DEC.** DATE: __/__/__	**Observers Name:** _____ **Title:** _____ **Signature:** _____	**WERE ANY AUTHORIZED NSWDs DISCHARGED DURING THIS QUARTER?**	☐ **YES** ☐ **NO** If **YES**, complete reverse side of this form.
QUARTER: **JAN.-MARCH** DATE: __/__/__	**Observers Name:** _____ **Title:** _____ **Signature:** _____	**WERE ANY AUTHORIZED NSWDs DISCHARGED DURING THIS QUARTER?**	☐ **YES** ☐ **NO** If **YES**, complete reverse side of this form.
QUARTER: **APRIL-JUNE** DATE: __/__/__	**Observers Name:** _____ **Title:** _____ **Signature:** _____	**WERE ANY AUTHORIZED NSWDs DISCHARGED DURING THIS QUARTER?**	☐ **YES** ☐ **NO** If **YES**, complete reverse side of this form.

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ANNUAL REPORT

SIDE B

FORM 2-QUARTERLY VISUAL OBSERVATIONS OF AUTHORIZED NON-STORM WATER DISCHARGES (NSWDs)

DATE /TIME OF OBSERVATION	SOURCE AND LOCATION OF AUTHORIZED NSWD EXAMPLE: Air conditioner Units on Building C	NAME OF AUTHORIZED NSWD EXAMPLE: Air conditioner condensate	DESCRIBE AUTHORIZED NSWD CHARACTERISTICS Indicate whether authorized NSWD is clear, cloudy, or discolored, causing staining, contains floating objects or an oil sheen, has odors, etc.		DESCRIBE ANY REVISED OR NEW BMPs AND PROVIDE THEIR IMPLEMENTATION DATE
			At the NSWD Source	At the NSWD Drainage Area and Discharge Location	
/ / : ☐AM ☐PM					
/ / : ☐AM ☐PM					
/ / : ☐AM ☐PM					
/ / : ☐AM ☐PM					
/ / : ☐AM ☐PM					

SIDE A

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ANNUAL REPORT
FORM 3-QUARTERLY VISUAL OBSERVATIONS OF UNAUTHORIZED NON-STORM WATER DISCHARGES (NSWDs)

- Unauthorized NSWDs are discharges (such as wash or rinse waters) that do not meet the conditions provided in Section D (pages 5-6) of the General Permit.
- Quarterly visual observations are required to observe current and detect prior unauthorized NSWDs.
- Quarterly visual observations are required during dry weather and at all facility drainage areas.
- Each unauthorized NSWD source, impacted drainage area, and discharge location must be identified and observed.
- Unauthorized NSWDs that can not be eliminated within 90 days of observation must be reported to the Regional Board in accordance with Section A.10.e of the General Permit.
- Make additional copies of this form as necessary.

QUARTER: **JULY-SEPT.** **DATE/TIME OF OBSERVATIONS** ☐ AM __/__/__ __:__ ☐ PM	**Observers Name:** _____ **Title:** _____ **Signature:** _____	**WERE UNAUTHORIZED NSWDs OBSERVED?** ☐ YES ☐ NO **WERE THERE INDICATIONS OF PRIOR UNAUTHORIZED NSWDs?** ☐ YES ☐ NO	If **YES** to either question, complete reverse side.
QUARTER: **OCT.-DEC.** **DATE/TIME OF OBSERVATIONS** ☐ AM __/__/__ __:__ ☐ PM	**Observers Name:** _____ **Title:** _____ **Signature:** _____	**WERE UNAUTHORIZED NSWDs OBSERVED?** ☐ YES ☐ NO **WERE THERE INDICATIONS OF PRIOR UNAUTHORIZED NSWDs?** ☐ YES ☐ NO	If **YES** to either question, complete reverse side.
QUARTER: **JAN.-MARCH** **DATE/TIME OF OBSERVATIONS** ☐ AM __/__/__ __:__ ☐ PM	**Observers Name:** _____ **Title:** _____ **Signature:** _____	**WERE UNAUTHORIZED NSWDs OBSERVED?** ☐ YES ☐ NO **WERE THERE INDICATIONS OF PRIOR UNAUTHORIZED NSWDs?** ☐ YES ☐ NO	If **YES** to either question, complete reverse side.
QUARTER: **APRIL-JUNE** **DATE/TIME OF OBSERVATIONS** ☐ AM __/__/__ __:__ ☐ PM	**Observers Name:** _____ **Title:** _____ **Signature:** _____	**WERE UNAUTHORIZED NSWDs OBSERVED?** ☐ YES ☐ NO **WERE THERE INDICATIONS OF PRIOR UNAUTHORIZED NSWDs?** ☐ YES ☐ NO	If **YES** to either question, complete reverse side.

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SIDE B

FORM 3 QUARTERLY VISUAL OBSERVATIONS OF UNAUTHORIZED NON-STORM WATER DISCHARGES (NSWDs)

OBSERVATION DATE (FROM REVERSE SIDE)	NAME OF UNAUTHORIZED NSWD EXAMPLE: Vehicle Wash Water	SOURCE AND LOCATION OF UNAUTHORIZED NSWD EXAMPLE: NW Corner of Parking Lot	DESCRIBE UNAUTHORIZED NSWD CHARACTERISTICS Indicate whether unauthorized NSWD is clear, cloudy, discolored, causing stains; contains floating objects or an oil sheen, has odors, etc.		DESCRIBE CORRECTIVE ACTIONS TO ELIMINATE UNAUTHORIZED NSWD AND TO CLEAN IMPACTED DRAINAGE AREAS. PROVIDE UNAUTHORIZED NSWD ELIMINATION DATE.
			AT THE UNAUTHORIZED NSWD SOURCE	AT THE UNAUTHORIZED NSWD AREA AND DISCHARGE LOCATION	
/ / : ☐AM ☐PM					
/ / : ☐AM ☐PM					
/ / : ☐AM ☐PM					
/ / : ☐AM ☐PM					

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FORM 4-MONTHLY VISUAL OBSERVATIONS OF STORM WATER DISCHARGES

SIDE A

- Storm water discharge visual observations are required for at least one storm event per month between October 1 and May 31.
- Visual observations must be conducted during the first hour of discharge at all discharge locations.
- Discharges of temporarily stored or contained storm water must be observed at the time of discharge.
- Indicate "None" in the first column of this form if you did not conduct a monthly visual observation.
- Make additional copies of this form as necessary.
- Until a monthly visual observation is made, record any eligible storm events that do not result in a storm water discharge and note the date, time, name, and title of who observed there was no storm water discharge.

Observation Date: October ____ 2001 Observers Name: _____ Title: _____ Signature: _____	Drainage Location Description	#1	#2	#3	#4
	Observation Time	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.
	Time Discharge Began	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.
	Were Pollutants Observed (If yes, complete reverse side)	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
Observation Date: November____ 2001 Observers Name: _____ Title: _____ Signature: _____	Drainage Location Description	#1	#2	#3	#4
	Observation Time	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.
	Time Discharge Began	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.
	Were Pollutants Observed (If yes, complete reverse side)	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
Observation Date: December____ 2001 Observers Name: _____ Title: _____ Signature: _____	Drainage Location Description	#1	#2	#3	#4
	Observation Time	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.
	Time Discharge Began	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.
	Were Pollutants Observed (If yes, complete reverse side)	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
Observation Date: January____ 2002 Observers Name: _____ Title: _____ Signature: _____	Drainage Location Description	#1	#2	#3	#4
	Observation Time	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.
	Time Discharge Began	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.
	Were Pollutants Observed (If yes, complete reverse side)	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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SIDE B

FORM 4-MONTHLY VISUAL OBSERVATIONS OF STORM WATER DISCHARGES

DATE/TIME OF OBSERVATION (From Reverse Side)	DRAINAGE AREA DESCRIPTION EXAMPLE: Discharge from material storage Area #2	DESCRIBE STORM WATER DISCHARGE CHARACTERISTICS Indicate whether storm water discharge is clear, cloudy, or discolored; causing staining; containing floating objects or an oil sheen, has odors, etc.	IDENTIFY AND DESCRIBE SOURCE(S) OF POLLUTANTS EXAMPLE: Oil sheen caused by oil dripped by trucks in vehicle maintenance area.	DESCRIBE ANY REVISED OR NEW BMPs AND THEIR DATE OF IMPLEMENTATION
/ / : ☐ AM ☐ PM				
/ / : ☐ AM ☐ PM				
/ / : ☐ AM ☐ PM				
/ / : ☐ AM ☐ PM				
/ / : ☐ AM ☐ PM				

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FORM 4 (Continued)-MONTHLY VISUAL OBSERVATIONS OF STORM WATER DISCHARGES

SIDE A

- Storm water discharge visual observations are required for at least one storm event per month between October 1 and May 31.
- Visual observations must be conducted during the first hour of discharge at all discharge locations.
- Discharges of temporarily stored or contained storm water must be observed at the time of discharge.
- Indicate "None" in the first column of this form if you did not conduct a monthly visual observation.
- Make additional copies of this form as necessary.
- Until a monthly visual observation is made, record any eligible storm events that do not result in a storm water discharge and note the date, time, name, and title of who observed there was no storm water discharge.

Observation Date: February ____ 2002 Observers Name: _____ Title: _____ Signature: _____	Drainage Location Description	#1	#2	#3	#4
	Observation Time	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.
	Time Discharge Began	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.
	Were Pollutants Observed (If yes, complete reverse side)	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
Observation Date: March ____ 2002 Observers Name: _____ Title: _____ Signature: _____	Drainage Location Description	#1	#2	#3	#4
	Observation Time	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.
	Time Discharge Began	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.
	Were Pollutants Observed (If yes, complete reverse side)	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
Observation Date: April ____ 2002 Observers Name: _____ Title: _____ Signature: _____	Drainage Location Description	#1	#2	#3	#4
	Observation Time	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.
	Time Discharge Began	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.
	Were Pollutants Observed (If yes, complete reverse side)	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
Observation Date: May ____ 2002 Observers Name: _____ Title: _____ Signature: _____	Drainage Location Description	#1	#2	#3	#4
	Observation Time	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.
	Time Discharge Began	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.	: ☐ P.M. ☐ A.M.
	Were Pollutants Observed (If yes, complete reverse side)	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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SIDE B

FORM 4 (Continued)-MONTHLY VISUAL OBSERVATIONS OF STORM WATER DISCHARGES

DATE/TIME OF OBSERVATION (From Reverse Side)	DRAINAGE AREA DESCRIPTION EXAMPLE: Discharge from material storage Area #2	DESCRIBE STORM WATER DISCHARGE CHARACTERISTICS Indicate whether storm water discharge is clear, cloudy, or discolored; causing staining; containing floating objects or an oil sheen, has odors, etc.	IDENTIFY AND DESCRIBE SOURCE(S) OF POLLUTANTS EXAMPLE: Oil sheen caused by oil dripped by trucks in vehicle maintenance area.	DESCRIBE ANY REVISED OR NEW BMPs AND THEIR DATE OF IMPLEMENTATION
/ / : ☐ AM ☐ PM				
/ / : ☐ AM ☐ PM				
/ / : ☐ AM ☐ PM				
/ / : ☐ AM ☐ PM				
/ / : ☐ AM ☐ PM				

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SIDE A

FORM 5-ANNUAL COMPREHENSIVE SITE COMPLIANCE EVALUATION
POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY BMP STATUS

EVALUATION DATE: ___/___/___ INSPECTOR NAME: ________________ TITLE: ________________ SIGNATURE: ________________

POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY AREA (as identified in your SWPPP)	HAVE ANY BMPs NOT BEEN FULLY IMPLEMENTED?	☐ YES ☐ NO	If yes, to either question, complete the next two columns of this form	Describe deficiencies in BMPs or BMP implementation	Describe additional/revised BMPs or corrective actions and their date(s) of implementation
	ARE ADDITIONAL/REVISED BMPs NECESSARY?	☐ YES ☐ NO			
POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY AREA (as identified in your SWPPP)	HAVE ANY BMPs NOT BEEN FULLY IMPLEMENTED?	☐ YES ☐ NO	If yes, to either question, complete the next two columns of this form	Describe deficiencies in BMPs or BMP implementation	Describe additional/revised BMPs or corrective actions and their date(s) of implementation
	ARE ADDITIONAL/REVISED BMPs NECESSARY?	☐ YES ☐ NO			
POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY AREA (as identified in your SWPPP)	HAVE ANY BMPs NOT BEEN FULLY IMPLEMENTED?	☐ YES ☐ NO	If yes, to either question, complete the next two columns of this form	Describe deficiencies in BMPs or BMP implementation	Describe additional/revised BMPs or corrective actions and their date(s) of implementation
	ARE ADDITIONAL/REVISED BMPs NECESSARY?	☐ YES ☐ NO			
POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY AREA (as identified in your SWPPP)	HAVE ANY BMPs NOT BEEN FULLY IMPLEMENTED?	☐ YES ☐ NO	If yes, to either question, complete the next two columns of this form	Describe deficiencies in BMPs or BMP implementation	Describe additional/revised BMPs or corrective actions and their date(s) of implementation
	ARE ADDITIONAL/REVISED BMPs NECESSARY?	☐ YES ☐ NO			

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SIDE B

FORM 5 (Continued)-ANNUAL COMPREHENSIVE SITE COMPLIANCE EVALUATION
POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY BMP STATUS

EVALUATION DATE: ___/___/___ INSPECTOR NAME: ____________ TITLE: ____________ SIGNATURE: ____________

POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY AREA (as identified in your SWPPP)	**HAVE ANY BMPs NOT BEEN FULLY IMPLEMENTED?**	☐YES ☐NO	If yes, to either question, complete the next two columns of this form	**Describe deficiencies in BMPs or BMP implementation**	**Describe additional/revised BMPs or corrective actions and their date(s) of implementation**
	ARE ADDITIONAL/REVISED BMPs NECESSARY?	☐YES ☐NO			
POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY AREA (as identified in your SWPPP)	**HAVE ANY BMPs NOT BEEN FULLY IMPLEMENTED?**	☐YES ☐NO	If yes, to either question, complete the next two columns of this form	**Describe deficiencies in BMPs or BMP implementation**	**Describe additional/revised BMPs or corrective actions and their date(s) of implementation**
	ARE ADDITIONAL/REVISED BMPs NECESSARY?	☐YES ☐NO			
POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY AREA (as identified in your SWPPP)	**HAVE ANY BMPs NOT BEEN FULLY IMPLEMENTED?**	☐YES ☐NO	If yes, to either question, complete the next two columns of this form	**Describe deficiencies in BMPs or BMP implementation**	**Describe additional/revised BMPs or corrective actions and their date(s) of implementation**
	ARE ADDITIONAL/REVISED BMPs NECESSARY?	☐YES ☐NO			
POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY AREA (as identified in your SWPPP)	**HAVE ANY BMPs NOT BEEN FULLY IMPLEMENTED?**	☐YES ☐NO	If yes, to either question, complete the next two columns of this form	**Describe deficiencies in BMPs or BMP implementation**	**Describe additional/revised BMPs or corrective actions and their date(s) of implementation**
	ARE ADDITIONAL/REVISED BMPs NECESSARY?	☐YES ☐NO			

APPENDIX B

APPENDIX B
SAMPLING GUIDANCE MANUAL

B1.0 INTRODUCTION

The objective of sampling is to collect a portion of material small enough in volume to be transported conveniently and handled in the laboratory, while still accurately representing the material being sampled. Sampling conditions will vary with each site. However, the sampling goal is the same: to obtain a sample that meets the requirements of the sampling program, and handle it in such a way that it does not deteriorate or become contaminated before it reaches the laboratory.

The following presents the steps to be taken prior to, during, and after sample collection:

1. Check to see when the laboratory runs the analyses of samples. Some laboratories are not open seven days a week; therefore, there is a potential that holding times may be exceeded. Adjust timing or make arrangements in advance so that the holding times are not exceeded.
2. The laboratory sends sealed coolers to the Facility; the cooler contains chain-of-custody forms to fill out and bottles for water samples.
3. Make sure the seals on the bottles are not broken. If they are, call the laboratory for further instructions and/or replacement sample bottles.
4. A list of the contents should be included in each cooler. Check to make sure that every sample container is present.
5. If anything is missing from the shipment and/or cooler, call the lab for further instructions.
6. All containers that are required for analytical testing are labeled. Containers that are not labeled are included as extras in case of breakage during shipment. These extra containers do not need to be filled unless needed.
7. After the shipment and/or cooler have been inspected, fill out the bottom portion of the content lists and keep the carbon copy.

B2.0 SAFETY CONSIDERATIIONS

Because sample constituents are generally unknown, take adequate precautions during sampling and sample handling. Some substances can enter the body through the skin and, in the case of vapors, through the lungs. Inadvertent ingestion can occur via direct contact with foods or by adsorption of vapors onto foods. At a minimum, the following procedures should be followed:

1. Samplers should wear gloves.
2. Never keep food near sample or sampling location.
3. Always wash hands thoroughly before handling food.

4. Do not smoke while sampling.

B3.0 OBTAINING THE SAMPLE

Record sufficient information to provide positive sample identification at a later date, including the name of the sample collector, date, time, and exact sample location. The method of sampling will depend on where the sample is being collected. General procedures are as follows:

1. Samples will be collected from ditches, pipes, ponds, and other areas.
2. Do not skim liquid from the top or bottom depths. This will not yield a representative sample.
3. Take the sample from the furthest point of the outfall.
4. Samples should be collected in the shortest possible time while maintaining sample integrity.
5. The collection instruments should be new and clean. Do not reuse instruments because they could contaminate the sample. Use only bottles supplied by the laboratory for sampling.

For surface water sampling, a specially designed surface water sampler should be used, which will aid in obtaining a sample without excessive disturbance of the sample location. Use of such samplers will be as follows:

1. Samples should be collected from the center of the stream or body of water at mid-depth. This will facilitate conditions reflecting an average to above-average flow of water with minimal settling of solids.
2. The sample container should be lowered into the water while still capped. Once the sample container is properly placed either facing into the flow of water or facing the water surface, it should be uncapped under water to allow the sample bottle to fill.
3. Always face upstream when sampling in the water itself, and try to keep your hands away from the mouth of the bottle.
4. Once a sample is obtained, properly contained and labeled, record a flow measurement.

B4.0 SAMPLING PRESERVATION

Preservation of the sample is required to retard chemical and biological changes that may continue after collection of the sample. Preservation is achieved by adding chemical preservatives, depending on the specific analytical parameter/method, and cooling all samples to 4 degrees Celsius. A list of required chemical preservatives for each sample is provided by the laboratory. Additional sample handling and preservation procedures are as follows:

1. Sample container caps should be removed carefully so that the inside of the cap is not touched.
2. Samples are to be preserved immediately after sample collection.
3. Add preservatives slowly because the chemical reactions may cause foaming.
4. Use all of the preservatives so none is left over.

5. All bottles should be checked to ensure the caps are sealed tightly and that they do not become loose upon inserting them into the cooler.

The samples also must be preserved at 4 degrees Celsius, following the procedures listed below:

1. Reusable ice packs are preferable. However, filled 1-gallon plastic, zipper-closure bags with ice can be used.
2. Where used, enclose each bag of ice upside-down in another zipper closure bag to prevent leakage. Leakage of melted ice could contaminate the sample.
3. Four bags of ice are usually sufficient for two 10-gallon (large) coolers.
4. Arrange bottles, ice bags (or reusable ice packs), and packing material in the coolers to minimize breakage during shipping.

B5.0 CHAIN-OF-CUSTODY PROCEDURES

Chain-of-custody procedures will be implemented to facilitate tracking of each sample from the time of collection through analysis. A sample is considered to be under a person's custody if it is in the individual's physical possession, in the individual's sight, secured in a tamper-proof way by that individual, or is secured in an area restricted to authorized personnel. Each individual signs the chain-of-custody form both upon receipt and upon transfer of the sample(s) to another authorized individual. The following procedures summarize the major aspects of chain of custody.

B5.1 Chain-of-Custody Record

Fill the chain-of-custody records, which will include the following information:

1. Sample number
2. Signature of collector
3. Date, time, and address of collections
4. Sample, type, number of containers included in shuttle
5. The signatures of persons involved in the chain of possession. Note that the sampler should release, via signature, his/her possession to the next individual (e.g., laboratory personnel performing the pickup) who should also sign at the same time.
6. The types of analyses to be performed should already be typed on the forms.

Keep the pink copy of the chain-of-custody forms for the HCP/HEPP records.

B5.2 SAMPLE DELIVERY TO LABORATORY

The shorter the time that elapses between collection of a sample and its analysis, the more reliable are the analytical results. The following procedures, at a minimum, should be followed:

1. Enclose the chain-of-custody forms and the sample analysis request sheets in a plastic bag and put it in the cooler.
2. Fill out two sample seals for each cooler and affix them.
3. Tape the coolers so that they do not open during shipment.
4. Check to see when the laboratory runs tests on samples. Some laboratories are not open seven days a week; therefore, the holding times may be exceeded. Verify that the laboratory will make arrangements in advance for overtime work or with another laboratory that will take the sample when they are closed.
5. Ship the coolers to the laboratory via priority mail or other service (or arrange for same day pickup by the laboratory) so that they will arrive the next day at the laboratory. Certain analytical tests, such as Chemical Oxygen Demand, and pH must be run within 24 hours of sample collection.
6. When contacting the courier for sample transport, provide information as to the container contents. Alert the courier as to potential problems of freezing of the sample(s) in cold weather and of melting of ice in warm weather and note this on the shipping/packing label. The courier must take extra steps to minimize exposure of the shuttle to temperature extremes.

B5.3 RECEIPT OF SAMPLE

In the laboratory, the sample custodian:

1. Receives the sample
2. Signs the chain-of-custody record in the appropriate place
3. Inspects the condition and seal of the sample cooler and sample containers
4. Reconciles information on the sample label and seal against the chain-of-custody record
5. Assigns a laboratory number
6. Logs each sample in the laboratory log book
7. Stores the samples in an appropriate, secured storage room or cabinet until the samples are assigned to an analyst.

Call the contact person at the laboratory the day after sampling to verify that the samples were received in good condition. If so, analytical results should be expected within two to three weeks.

EXHIBIT G

CITY OF HANFORD
Department of Public Works
Focused On Our Community 24/7
900 South 10th Ave. • HANFORD, CA 93230-5234 • (559) 585-2550

September 26, 2012

Mr. Rick Vogler
Hanford L.P.
10596 Idaho Ave
Hanford, CA 93230

Dear Mr. Vogler:

Please find enclosed your revised Significant Industrial User permit. As you are aware, the City has recently updated the Hanford Municipal Code section 13.08, in order to comply with the federal regulations regarding wastewater pretreatment programs found in the Code of Federal Regulations Title 40 Chapter 1 Subchapter N Part 403(40 CFR 403) et seq. The updated code was approved by the Hanford City Council and adopted on January 24, 2012 and came into affect February 24, 2012.

Please find enclosed a copy of the notice, dated June 07, 2012, outlining the changes made to the municipal code that could affect the discharge process from your facility to the City's sanitary sewer system. Significant Industrial User's will be given 120 days from the date of receipt of the revised permit, to purchase and install all required monitoring devices identified in the notice referenced above. Prior to the purchase and installation, all equipment must be approved by the Director of Public Works.

Please review the enclosed revised Significant Industrial User permit, standard conditions, and The Hanford Municipal Code, which may be found online at the following web address, http://qcode.us/codes/hanford/view.php?topic=13-13_08&frames=on, to ensure that all requirements for discharge to the sewer collection system have been, or will be, met within the time limits. Once the permit has been reviewed, please sign and return using the enclosed self-addressed envelope. A copy of the fully executed permit will be returned to you for your use and file.

Thank you in advance for your attention to and cooperation with the implementation of the above changes. If you have any questions you may reach me by phone at (559)585-2577 or email at rsisneroz@ci.hanford.ca.us .

Sincerely,

Robert A. Sisneroz
Wastewater Superintendent

RAS/jr

Enclosure
Attachment

Cc: Director of Public Works

CITY OF HANFORD

Department of Public Works

Focused On Our Community 24/7

900 South 10th Ave. • HANFORD, CA 93230-5234 • (559) 585-2550

Permit No. 2012-01-50
Replaces Permit No. 2011-01-49

SIGNIFICANT INDUSTRIAL USER PERMIT

In accordance with the provisions of Section 13.08 of the Hanford Municipal Code

Location Address: Hanford L.P., 10596 Idaho Avenue, Hanford, CA 93230
Mailing Address: Hanford L.P./300 Railroad Avenue, Pittsburg CA 94565

The above industry has been identified as an industry regulated under categorical pretreatment standards specified in 40 CFR 423 Subpart B and determined to be a Significant Industrial User (SIU) in accordance with City of Hanford Municipal Code 13.08.090A and as defined in 40 CFR 403.3(v)(i-ii).

The industry is hereby authorized to discharge industrial wastewater from the above identified facility into the City of Hanford's sewer system in accordance with the conditions set forth in this permit. Compliance with this permit does not relieve the permittee of its obligation to comply with any or all applicable regulations, standards, or requirements under local, state and federal laws, including any such regulations, standards, or laws that may become effective during the term of this permit.

Non-compliance with any term or condition of this permit, and the standard conditions for this permit, shall constitute a violation of the Hanford Municipal Code. Violations of any provision of this permit may result in this permit being revoked and the permitted address being disconnected from the sanitary sewer and/or the permittee being fined.

EFFECTIVE DATE: September 2, 2011 EXPIRATION DATE: September 1, 2016

The permit becomes void upon change of owner/operator, operations, or location of an existing facility. Change of ownership shall obligate the new owner to seek prior written approval of the City for continued discharge to the sewer system.

If the SIU wishes to continue an activity regulated by the permit after the expiration date of the permit, the SIU must submit an application for a new permit at least ninety (90) days before the expiration date of the permit.

PART 1 – EFFLUENT LIMITATIONS

A. The permittee, Hanford L.P., is authorized to discharge process wastewater to the City of Hanford sewer system through a single outfall line from the power generation facility in accordance with provisions presented herein.

B. During the term of this permit, the discharge from the outfall line shall comply with the effluent limitations and boundaries set forth below.

1. Effluent limitations listed in Sections 13.08.060 and 13.08.062 of the Hanford Municipal Code with the following exception as stipulated in Section 13.08.060 A.3. These limitations are subject to enforcement actions as outlined in the City of Hanford's Enforcement Response Plan and sewer ordinance.

PARAMETER	PERMIT LIMIT	INSTANEOUS LIMIT
Electrical Conductivity (EC)	2,150 uS/cm	
pH		>6.0 and <11.00
Chromium	0.2 mg/L	
Zinc	1.0 mg/L	
PCB	Non-Detectable	

2. Effluent discharge boundaries that are specific for Hanford L.P. and have been negotiated between an authorized agent from Hanford L.P. and the Director of Public works. These boundaries are subject to but not limited to monetary billing penalties.

PARAMETER	DAILY AVER.	MASS LOAD DAILY AVER.	DAILY MAX	MASS LOAD DAILY MAX
Flow	142,000 gpd		177,500 gpd	
BOD	200 mg/L	237 lbs/d	300 mg/L	444 lbs/d
TSS	200 mg/L	237 lbs/d	300 mg/L	444 lbs/d

Concentrations in mg/L for BOD and TSS are listed for illustration purposes only. Violations of the limits and boundaries established in this section will be determined based on flow (gpd) and/or mass loading (lbs/d) as listed.

C. In addition to the effluent limitations and boundaries specified in this permit, the discharger shall not discharge any prohibited discharges specified in the City of Hanford's Municipal Code, Section 13.08.050.

Hanford L.P.

D. All discharges shall comply with all other applicable laws, regulations, standards, and requirements contained in the Hanford Municipal Code, Attachment B the Standard Conditions for this permit, and any local, state, and federal laws, regulations, and requirements that may become effective during the term of this permit.

PART 2 – MONITORING REQUIREMENTS

A. The permittee shall provide, install and maintain a monitoring/sampling station as approved by the City of Hanford to ensure continuous flow proportioned sampling, continuous flow and pH monitoring with documentation by chart recorders for all discharges addressed in this permit.

B. The permittee shall monitor the outfall for the following parameters, at the indicated frequencies indicated on Table 1, at the permittee's cost and expense.

C. The permittee shall ensure that the collection, handling, preservation, and analyses of samples obtained for the Table 1 analyses shall be performed in accordance with 40 CFR 136, 40 CFR 403.12 and any amendments thereto.

D. Samples and measurements taken as required herein shall be representative of the volume and nature of the discharge during regular daily operational conditions. All samples shall be taken at the sampling port in the discharge line to the City sewer system before the effluent joins or is diluted by any other waste stream or substance, unless otherwise specified. The location of the monitoring/sampling port is shown on the diagram in Attachment A, Diagram of Sampling Location.

E. The permittee shall ensure that all equipment used for sampling and analysis shall be calibrated at a minimum annually and must be inspected and maintained in accordance with manufacturers' recommendations to ensure their accuracy. Calibration reports shall be submitted to the City within 15 days of the date of calibration.

F. Monitoring points shall not be changed without notification to and the approval of the City and must be accessible to City staff for sample collection on a daily basis.

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TABLE 1 SAMPLING REQUIREMENTS – EFFECTIVE FROM ISSUANCE DATE OF PERMIT

SAMPLE PARAMETER (mg/L)	FREQUENCY	SAMPLE TYPE (1)
Flow (gpd)	Continuous (3)	Meter (1a)
Arsenic	(2)	24 hr Composite (1b)
Cadmium	(2)	24 hr Composite (1b)
Chromium(total)	(4)	24 hr Composite (1b)
Copper	(2)	24 hr Composite (1b)
Lead	(2)	24 hr Composite (1b)
Mercury	(2)	24 hr Composite (1b)
Molybdenum	(2)	24 hr Composite (1b)
Nickel	(2)	24 hr Composite (1b)
pH	Continuous (3)	In-Line Meter (1d)
Selenium	(2)	24 hr Composite (1b)
Silver	(2)	24 hr Composite (1b)
Sulfide	(2)	Grab (1c)
Temp (degrees Celsius)	Continuous (3)	In-Line Meter (1d)
Electrical Conductivity (EC) uS/cm	(2)	24 hr Composite (1b)
Total Petroleum Hydrocarbons	(2)	Grab (1c)
Zinc	(4)	24 hr Composite (1b)
PCB	(4)	24 hr Composite (1b)
Total Metals (Title 22 Listing)	(2)	24 hr Composite (1b)
Total Toxic Organic	(2)	Grab (1c)

(1) Sample type
   a. Meter: Flow shall be recorded from the permittee's flow meter and chart recorder.
   b. 24-hour composite: Sample shall be a flow proportional composite sample of the discharge collected over 24 hours by the permittee's automatic composite sampler.
   c. Grab samples: Four(4) grab samples shall be taken for each shift over the course of a process day.
   d. In-Line Meter: pH shall be recorded with the permittee's in-line pH meter and chart recorder.

(2) Semi-annual sampling and analyses with one of the sampling dates being chosen by the City and the sample split with the City for analysis, if the City so chooses.

(3) Readings are continuously taken and recorded with a chart recorder and submitted monthly.

(4) Samples must be collected and analyzed a minimum of once each month. Discharger shall submit a written report summarizing all results of analyses on these constituents to the City on a monthly basis.

PART 3 – REPORTING REQUIREMENTS

A. The permittee shall prepare and submit monitoring reports at the indicated frequency at the permittee's sole cost and expense.

1. Monitoring results for constituents listed in Table 1 of this permit shall be reported in an Industrial User Monitoring Report semi-annually with the exception of daily flow and pH. Flow and pH chart recordings are due by the fifth of the month following the month of monitoring. The semi-annual report shall include all the information required in 40 CFR 403.12(b) and listed below.

   a. Identifying information: name and address of the facility including the name and address of the operator and owners.
   b. A list of environmental control permits held by or for the facility.
   c. A brief description of operations including the nature, average rate of production, and Standard Industrial Classification of the operation(s) carried out at the facility. This description should include a schematic process diagram which indicates points of Discharge to the POTW from the regulated processes. The report must also include any changes to the operations which may affect the discharge of the permitted facility that were made from the time of the last report.
   d. Flow measurement showing the measured average daily and maximum daily flow in gallons per day for each regulated stream.
   e. Results for all analyses of the waste stream.
   f. All reports must contain the certification statement, found in 13.08.091 B.2. of the Hanford Municipal Code, signed by an authorized representative.

2. If the permittee monitors any pollutants more frequently than required by this permit, using test procedures prescribed in 40 CFR 136 or amendments thereto, the results of such monitoring shall be reported to the City in a monthly report and shall be included in any calculations of actual daily maximum or monthly average pollutant discharge. Such increased monitoring frequency shall also be indicated in the semi-annual report.

3. The following information shall be recorded for each measurement or sample taken pursuant to the requirements of this permit:

   a. Exact place, date and time of sampling.
   b. Preservation method, if any.
   c. Person(s) who collected the sample.
   d. Type of sample collected (grab, timed composite, flow proportional composite, etc.)
   e. Dates that the analysis were performed.
   f. Person(s) who performed the analyses.
   g. Analytical techniques or methods used.
   h. Results of analyses performed.
   i. Detection limits for all analyses performed.
   j. Summary of Quality Control/Quality Assurance methods used for analyses performed.
   k. Chain of Custody (COC) and Condition Upon Receipt (CUR) report for all samples.
   l. Signed certification statement.

B. Knowingly making any false statements on any report or other document required by this permit or knowingly rendering any monitoring device or method inaccurate, is a crime and may result in imposition of civil and/or criminal sanctions and/or penalties.

C. All reports required by this permit shall be submitted to the City at the following address:

City of Hanford
900 S. 10th Ave
Hanford, CA 93230-5234
Attn: Wastewater Superintendant

PART 4 – PENALTIES AND VIOLATIONS

A. The permit conditions shall be authorized at the levels listed in Part 1 of this permit.

B. Penalties associated with violation of flow, and/or BOD5 and/or TSS boundaries will be imposed on the permittee for the purpose of offsetting costs for construction of facilities needed to provide effective long term treatment of the increased discharge and to discourage violation of the permitted boundaries of discharge. Penalties paid by the discharger under terms of this permit will not be credited toward increasing the discharge limits contained in this permit or for future impact fees required for any modified or new discharge permit.

C. Penalty fees for effluent monthly average boundary violations will be imposed on the permittee as follows:

Flow:	**$0.10 per gallon**
BOD5:	**$31.25 per pound**
TSS:	**$31.25 per pound**

D. In addition to the penalty fees listed above, violations of any limits contained in this permit, City Ordinance, state and federal regulations will result in a NOV as well as any actions described in paragraph M of Attachment B the Standard Conditions of this permit.

E. Development Impact fees and penalties are nonrefundable. Reduction of flows or waste strengths will not result in any refunds to the permittee for previous payments made to the City of Hanford that results from flow, and/or BOD5 and/or TSS effluent boundary violations.

F. The permittee shall not deliver or cause to be delivered any form of wastewater to the City's Wastewater Treatment Plant except through the City's sewer collection system and only under conditions, limitations and requirements as provided in this permit.

G. Failure to pay monthly service charges set forth in 13.08.100 of the Hanford Municipal Code and/or any penalty amounts assessed, and/or fines imposed as provided in this permit shall constitute a violation of this permit and permittee shall be subject to all remedies and fines provided in this permit and Chapter 13.08 of the Hanford Municipal Code, including disconnection from the City's sewer system.

H. Failure to comply with the discharge limits specified in 13.08.060 of the Hanford Municipal Code and the limits and effluent boundaries listed in Part 1B of this permit shall constitute a violation of this permit and permittee shall be subject to all remedies and fines provided in this permit and Chapter 13.08 of the Hanford Municipal Code, including but not limited to disconnection from the City's sewer system.

PART 5 – UPSET AND ACCIDENTAL OR SLUG DISCHARGE

A. For the purpose of this section, upset means an exceptional incident in which there is unintentional and temporary noncompliance with the limits and boundaries of this permit because of factors beyond the reasonable control of the Industrial User. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, lack of preventative maintenance, or careless or improper operation.

B. For the purposes of this section, accidental or slug discharge means an exceptional incident in which there is unintentional discharge of a prohibited or non-routine discharge, episodic in nature, including but not limited to an accidental spill or non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the City's regulations, local limits or industrial user permit conditions. The permittee is required to notify the City immediately of any changes at its facility that creates a potential for a slug discharge. If the City decides that a slug control plan shall contain all elements contained in 40 CFR 403.8(f) (2) (VI) (A)-(D).

C. In the case of an accidental or slug discharge or upset, the permittee shall follow procedure outlined in Attachment A, the Standard Conditions, of this permit and in the 40 CFR 403.16.

D. Permittee responsibility in case of upset. The permittee shall control production or all discharges to the extent necessary to maintain compliance with boundaries and limits upon reduction, loss, or failure of its treatment facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails.

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PART 6 – BYPASS

A. For the purpose of this section, bypass means the intentional diversion of waste streams from any portion of an industrial user's treatment facility.

B. In the case a bypass is deemed necessary the permittee shall follow procedure outlined in the Standard Conditions of this permit and in the 40 CFR 403.17(c).

C. Permittee responsibility in case of a bypass. The permittee shall control production or all discharges to the extent necessary to maintain compliance with boundaries and limits upon reduction, loss, or failure of its treatment facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails.

By signing the permittee agrees to abide by all of the terms of this permit outlined above.

Hanford L.P.

BY: _____
Director of Public Works

BY: Rick Vogler
(Signature)

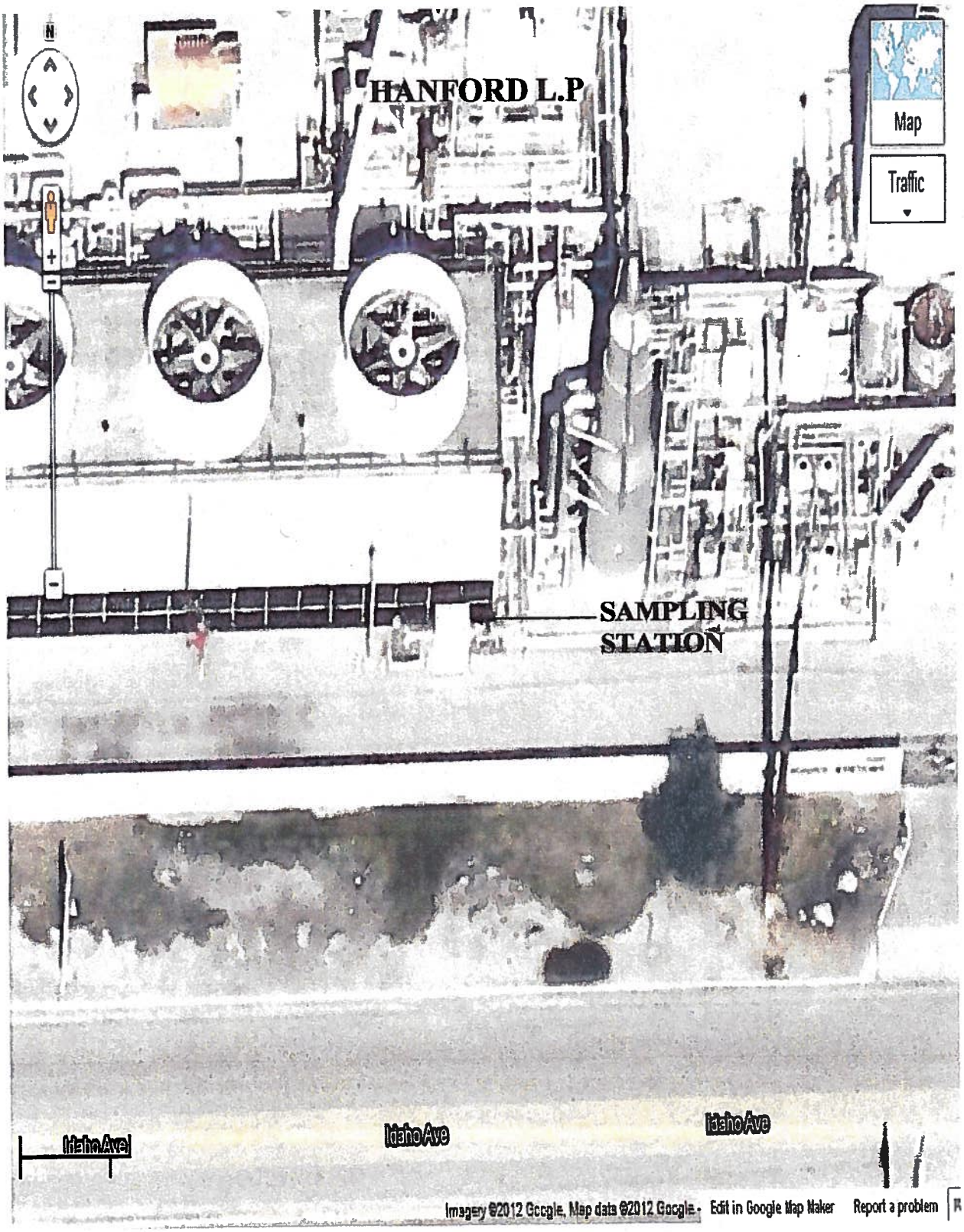
Name: RICK VOGLER
(Print Name)

Issued this _____ day of _____

Title: PLANT MANAGER

ATTACHMENT A

DIAGRAM OF SAMPLING LOCATION



ATTACHMENT B

CITY OF HANFORD INDUSTRIAL USER PERMIT

STANDARD CONDITIONS

A. The permittee shall:

1. Not falsify or misrepresent any data or statements pertaining to any required reports or this permit.

2. Refrain from rendering any monitoring device inaccurate or tampering with monitoring equipment that may result in a violation of local, state or federal laws or regulations.

3. Cooperate at all times with City personnel or their representatives in the inspection, sampling and study of permittee's industrial facilities and discharge.

4. Provide City personnel or their representatives with access to permittee's premises 24 hours a day.

5. Operate only one (1) industrial user discharge point to the City under the authority granted by this permit.

6. Operate and maintain continuously in a satisfactory and effective manner any required industrial user wastewater treatment device.

7. Not increase the use of potable or process water or in any way attempt to dilute an effluent as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in this permit.

8. Control production and/or discharges to the extent necessary to maintain compliance, upon reduction of efficiency of operation or loss or failure of all or part of the treatment facility, until normal operation is restored.

9. Comply with local, state and federal hazardous waste laws and regulations including, without limitations, 40 CFR Parts 122, 124, 260, 261, 262, 263, 264, 265, 266, 267, 268 and 270 including all of their amendments.

10. Dispose of all hazardous waste generated on site in accordance with local, state and federal hazardous waste regulations.

11. Dispose of all oil and grease, sludges and spent chemicals generated in accordance with local, state and federal laws and regulations including, without limitations: (1) Section 405 of the Clean Water Act, and (2) subtitles C and D of the Resource Conservation and Recovery Act (RCRA) including all of its amendments.

12. Reimburse the City for all costs as determined by the City that are associated with the treatment and disposing of wastes or flow from a slug discharge.

B. The following pollutants shall not be introduced into a Publicly Owned Treatment Works (POTW):

1. Pollutants which create a fire or explosion hazard in the POTW.

2. Pollutants which will cause corrosive structural damage to the POTW but in no case discharges with pH lower than 6.0.

3. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in interference.

4. Any pollutant including oxygen-demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW.

5. Heat in amounts which will inhibit biological activity in the POTW resulting in interference but, in no case, heat in such quantities that the temperature at the POTW exceeds 40° C (104° F) unless the Regional Water Quality Control Board, upon request of the POTW, approves alternate temperature limits.

C. Modifications to permit:

1. This permit may be modified with consent of the City for any reason set forth below:

   a. To incorporate new or revised federal, state or local standards or requirements.

   b. Material or substantial alterations or additions to the permittee's operation processes or discharge volume or character which were not considered in drafting the effective permit.

   c. A change in any condition in either the permittee or the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge.

   d. Information indicating that the permitted discharge poses a threat to the City's collection and treatment systems or POTW personnel.

   e. Violation of any terms or conditions of this permit.

   f. Misrepresentation or failure to disclose fully all relevant facts in the permit application or in any required reporting.

   g. To correct typographical or other errors in the permit.

   h. Upon request of the permittee, provided such request does not create a violation of any applicable requirements, standards, laws or rules and regulations.

D. Definitions:

1. Daily Maximum - Maximum allowable discharge of pollutant during a calendar day.

2. Composite Sample - A sample that is collected over time, formed by continuous sampling or by mixing discrete samples. The sample shall be composited by increasing the volume of each aliquot as the flow increases while maintaining a constant time interval between the aliquots.

3. Grab Sample - An individual sample collected in less than 15 minutes without regard for flow or time.

4. Monthly Average - The arithmetic mean of the values for effluent samples collected during a calendar month or specified 30 day period.

E. New or changed wastewater reporting:

1. The permittee shall notify the City 90 days prior to the introduction of any new waste streams or pollutants or any substantial increase or decrease of 20 percent or greater variance from the monthly average in the volume or characteristics of existing waste streams discharged to the out-fall line.

F. Noncompliance report:

If the results of the permittee's wastewater analysis indicates that a violation of this permit has occurred, the permittee must:

1. Inform the City of the violation immediately upon receipt of lab report; and

2. Repeat the sampling and pollutant analysis and submit in writing the results of this second analysis within 10 days of the first violation.

G. Accidental discharge reports:

1. The permittee shall notify the City immediately upon the occurrence of an accidental discharge of substances prohibited by Section 6-4.06 of the Hanford Municipal Code and this permit or any slug loads or spills that may enter the public sewer. During normal business hours, the City should be notified at (559) 585-2577. At all other times, the City should be notified at (559) 585-2540 after 3:30 p.m. Monday through Friday or weekends and holidays. The notification should include location of discharge, date and time thereof, type of waste including concentration and volume, and corrective actions taken. The permittee's notification of accidental releases in accordance with this section does not relieve it of other reporting requirements that may arise under local, state or federal laws.

2. Within two days following an accidental discharge, the permittee shall submit to the City a detailed written report. The report shall specify:

   a. Description and cause of upset, slug load or accidental discharge, the cause thereof and the impact on the permittee's compliance status. Description should also include location of discharge, type, concentration and volume of waste.

   b. Duration of noncompliance including exact dates and times of noncompliance and, if noncompliance is continuing, the time by which noncompliance is reasonably expected to occur.

   c. All steps taken or to be taken to reduce, eliminate and/or prevent recurrence of such an upset, slug load, accidental discharge or other conditions of noncompliance.

H. Duty to provide information:

The permittee shall furnish to the City within ten (10) days any information which the City may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also, upon request, furnish to the City within ten (10) days copies of any records required to be kept by this permit.

I. All applications, reports or information submitted to the City must contain the following certification statement and shall be signed by a principal executive officer of the permittee of at least the level of vice president or other duly authorized representative:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision, in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

J. The permittee shall retain records of all monitoring information including all calibration and maintenance records and all original strip-chart recordings for continuous monitoring instrumentation and copies of all reports required by this permit for a period of at least three years from the date of the sample, measurement, report or application. Records, documents, memoranda and reports shall be available for inspection and copying by City personnel, Regional Water Quality Control Board (RWQCB) personnel, employees of the Environmental Protection Agency (EPA) or their representatives.

K. All records that pertain to matters that are the subject of special orders or any other enforcement or litigation activities brought by the City shall be retained and preserved by the permittee until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired. Such records, documents, memoranda and reports shall be available for inspection and copying by City personnel, RWQCB personnel and employees of the EPA or their representatives.

L. Reports required by this permit will be available for public inspection at the Hanford treatment plant, except for data determined to be confidential.

M. Penalties for permit violation:

1. Notice of Violation

   Whenever the City finds that the permittee has violated or is violating any provision of this permit, the City may serve upon said permittee a written Notice of Violation. Within 10 days of the receipt date of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof including specific required actions shall be submitted to the City. Submission to this plan in no way relieves the permittee of liability for any violations occurring before or after receipt of the Notice of Violation.

2. Consent Orders

   Whenever the City finds that the permittee has violated or is violating any provision of this permit, the City may enter into Consent Orders, assurances of voluntary compliance or other similar documents establishing an agreement with the permittee. Such orders will include specific action(s) to be taken by the permittee to correct the noncompliance within a time period also specified by the order. Consent Orders shall have the same force and effect as compliance orders issued pursuant to paragraph 4 below.

3. Show Cause Hearing

   The City may order the permittee to show cause why a proposed enforcement action should not be taken. Notice shall be served on the permittee specifying the time and place for the meeting, the proposed enforcement action and the reasons for such action, and a request that the user shows just cause why this proposed enforcement action should not be taken. Notice of the meeting shall be served personally or by registered or certified mail at least ten (10) days prior to the hearing date. Whether or not the duly notified permittee appears as noticed, immediate enforcement action may be pursued by the City.

4. Compliance Order

   When the City finds that the permittee has violated or continues to violate any provision of this permit, the City may issue an order to the permittee directing that, following a specified time period, sewer service will be discontinued unless adequate treatment facilities, devices or other related appurtenances have been installed and are properly operated. The Compliance

Order may also contain other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the installation of pretreatment technology, additional self-monitoring and management practices.

5. Cease and Desist Orders

When the City finds that the permittee has violated or continues to violate any provision of this permit, the City may issue an Order to Cease and Desist all such violations and direct the permittee to:

a. Comply forthwith; or

b. Take appropriate remedial or preventative action as necessary to properly address a continuing or threatened violation, including halting operations and termination of discharge.

6. Administrative Fines

When the permittee has been found to have violated any provision of this permit, the permittee may be fined in an amount not to exceed one thousand dollars ($1,000) per violation. Each day on which noncompliance occurs or continues to occur shall be deemed a separate and distinct violation. Such assessments will be added to the user's next scheduled sewer service charge, and the City will have such other collection remedies as it has to collect other service charges. Unpaid charges, fines and penalties will constitute a lien against the permittee's property. To dispute such a fine, the permittee must file a request with the office of the City Clerk for the City to reconsider the fine within ten (10) days of being notified of the fine. Where such a request has been received, the City Manager will convene a hearing within fifteen (15) days of receiving the request from the permittee.

7. Emergency Suspensions

a. The City may suspend wastewater treatment service and/or this permit whenever such suspension is necessary to stop an actual or threatened discharge presenting or causing an immediate or substantial endangerment to the health and welfare of persons, the POTW or the environment.

b. The permittee, upon notification of suspension of service or permit, shall immediately stop or eliminate discharge to the City's sewer system. In the event of the permittee's failure to comply voluntarily with the suspension order, the City shall take steps deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW or endangerment to any individuals or the environment. The City shall allow the permittee to recommence discharge when the endangerment has passed, unless termination proceedings for permit termination are initiated against the permittee, in which case the suspension shall continue until termination proceedings are concluded.

c. The permittee, if responsible for imminent endangerment, shall submit a detailed written statement describing the causes of the harmful contribution and the measures taken to prevent further occurrence to the City prior to the date of a show cause hearing.

8. Termination of Permit

The permittee who violates the following conditions is subject to permit termination:

a. Violation of permit conditions.

b. Failure to accurately report wastewater constituents and characteristics of its discharge.

c. Failure to report significant changes in operation or wastewater constituents and characteristics.

d. Refusal of reasonable access to permittee's premises for the purpose of inspection.

e. Failure to pay fines.

f. Failure to pay sewer charges.

g. Failure to comply with conditions of Consent Order, Compliance Order or Cease and Desist Orders.

9. Should the permittee's violation of this permit result in the payment by the City of any monetary sum, including, without limitations, fines or expenses for cleanup, remediation and/or repairs, the permittee shall reimburse the City all costs and expenses as determined by the City within 60 days of receipt of an invoice from the City.

COPY

CITY OF HANFORD

Department of Public Works

Focused On Our Community 24/7

900 South 10th Ave. • HANFORD, CA 93230-5234 • (559) 585-2550

June 7, 2012

Mr. Rick Vogler
GWF Hanford LP.
10596 Idaho Avenue
Hanford, CA 93230

Dear Mr. Vogler:

To comply with the federal regulations regarding wastewater pretreatment programs found in the Code of Federal Regulations Title 40 Chapter 1 Subchapter N Part 403(40 CFR 403) et seq. the City has recently updated the Hanford Municipal Code section 13.08. This section of the municipal code covers the City's sanitary sewer system, the City's Pretreatment Program and any party or party's that discharge into the sewer system. The changes to the municipal code encompass all non-residential dischargers to the City's sanitary sewer system including your business. The updated code was approved by the Hanford City Council and adopted on January 24, 2012 and came in affect February 24, 2012. City staff is updating the discharge permits to reflect all changes in the municipal code, the new permits will be issued when completed.

This letter contains information on the changes that have been made to the municipal code and permits that will affect you and your business. Some of the changes require additional monitoring instrumentation to be purchased and installed. All Significant Industrial Users (SIU's) will be given 120 days to purchase and install the required monitoring devices. Some industries may already have this equipment in place. Information regarding this required monitoring equipment is also contained in this letter.

Important changes to the municipal code and permits are outlined below:

- Changes to reporting responsibilities
    - Frequency of Table I sampling and testing has been increased from annually to semiannually for the industrial user, City staff will sample and test annually. The schedule for the sampling and testing will be set by City staff. The financial responsibilities for the sampling and testing will remain the same.
    - All QA/QC documentation for the semiannual analyses, including all chain of custodies for all sampling.
    - All analyses must conform to regulations found in 40 CFR 136.

- Base line monitoring reports shall be submitted annually with the first set of Semiannual Table I testing. Base line monitoring reports must contain the following information (section 13.08.093):
  - identifying information : Name, address of facility and name of facility operator(s) and owner(s)
  - list of any environmental control permits held by or for the facility
  - description of operations, the nature of facility production or process
  - average rate of production for each type of product produced,
  - amount of processes,
  - rate of production for each process,
  - standard industrial classifications (SIC) for each of the operations carried out,
  - a schematic diagram of processes that also indicates all points of discharge from the processes
  - piping schematic water and sewer piping including all drains,
  - Flow measurements of average daily and maximum daily flow in gallons per day.
  - Measurement of pollutants listed in Table I of the discharge permit

- All reports must have an accompanying signed statement of certification as specified in section 13.08.091 B.2.

- Notice of Potential Problems including slug discharge. Immediate telephone notification is required for any discharge including but not limited to accidental discharges, discharges of nonroutine, episodic nature, a noncustomary batch discharge or a slug load that may cause problems or damage to the City's sewer system and must be followed by written notification within five (5) days. The written notification must identify the reasons for the discharge and procedures taken or to be taken to eliminate the discharge and eliminate the chance for any reoccurrence. (section 13.08.093 E)

- Report any planned significant changes to the operations or systems that might alter the nature, quality, or volume of discharge within ninety (90) days before any change. (section 13.08.09 F)

- Notification in writing to the City, the EPA Regional Waste Management Division Director, and state hazardous waste authorities of discharge to the City's sewer system any substance which if otherwise disposed of would be hazardous waste under 40 CFR 261 or California Code of Regulations title 22 (Title 22). Notification requirements are found in section 13.08.093 G.

- Bypass prohibitions and notification requirements. 13.08.350

- Addition of Fats, Oils, and Grease Program

- SIU's must install an in-line pH probe/meter with temperature compensation and temperature reading device. All flow, pH and temperature reading devices must be continuous and logged with chart recorders to determine peak and average flow, pH and temperature. All monitoring equipment must be approved by the Director of Public Works. (section 13.08.092 D) All pH, temperature and flow charts must be submitted to the Wastewater Superintendent by the 15th day of the month following the month recorded, i.e. the report for the month of May will be due by June 15th.

- The City may install at the City's expense data loggers at industrial user monitoring sites.
- Administrative Enforcement Remedies section 13.08.203
- Criminal Prosecution section 13.08.204
- Civil remedies for noncompliance section 13.08.205
- Administrative Citations section 13.08.206

All SIU's will be given 120 days to install in-line pH probe/meters with temperature compensation and chart recorders for the pH, temperature and flow meters. As mentioned above, prior to purchase and installation all of this equipment must be approved by the Director of Public Works. The following information should be useful for finding the correct equipment. Each business is free to obtain the equipment from any reputable vendor but the type and quality of the equipment must meet the parameters set by the City.

- pH probe/meter- must be capable of continuous data logging and must have resolution of at least 0.01 pH unit and a certainty of +/-0.1 pH unit
- pH probe/meter must have temperature compensation
- pH probe/meter must have temperature data output to data logger
- pH meter must have a temperature probe
- chart recorders must have a minimum of three pens and be able to take three separate inputs at a minimum if one recorder is used or a minimum of three separate recorders
- chart recorders must be able to communicate with meters and have display screens to show current readings
- pH, temperature, and flow charts must be logged in different colors
- 24 hr. pre-formatted charts

I have enclosed some information on some recommended instruments to give you an idea of the type of instruments that are required. The City Municipal Code may be found online at the following web address: http://qcode.us/codes/hanford/view.php?topic=13-13 .Thank you in advance for your attention to and cooperation with the implementation of the above changes. If you have any questions you may reach me by phone at (559)585-2577 or email at rsisneroz@ci.hanford.ca.us .

Sincerely,

Robert A. Sisneroz
ag/RS