



# CITY OF BISHOP

377 West Line Street - Bishop, California 93514  
Post Office Box 1236 - Bishop, California 93515  
760-873-8458 publicworks@ca-bishop.us  
www.ca-bishop.us/CityofBishopPublicWorks.htm

## **Request for Proposals Sewer Ponds Pasture Lease**

**Release:** 9 March 2010

**Close:** 9 April 2010

**Contact:** David Grah, Director of Public Works

**General:** The City of Bishop requests proposals for the lease of the Bishop Sewer Pond Pasture. Rent for the pasture is fixed. The lessee will be selected based on qualification.

**Background:** The city owns 40 acres of pasture adjacent to the Bishop Wastewater Treatment Plant. The plant is at 980 Poleta Road. The pasture is intended for disposal of treated waste water through irrigation and percolation. Treated waste water in excess of what is used on the pasture can also be used to irrigate 85 acres owned by the City of Los Angeles. The City of Los Angeles separately leases this 85 acres for agricultural uses. See attached map.

The Bishop pasture is typically used and maintained by a lessee to the City of Bishop but, for about the last 5 years, the pasture has not been leased or used. There are a series of ditches and headgates that allow the irrigation of most of the 40 acres. The city intends to again lease the pasture. The lease is anticipated to be for a 2 year period with the opportunity for renewal to up to 10 years total. The lessee will be responsible for all aspects of the pasture including improvements such as fences and gates. See attached draft lease.

Treated waste water is normally available to irrigate the pasture throughout the year. The sewer ponds are operated by the city and have the ability to store treated water during the winter months. In coordination with the pasture lessee, the water stored during the winter can be used for pasture irrigation during the irrigation season. The city must retain the ability to turn the water on or off to the pasture at any time or any period of time necessary, although water for stock can always be made available in the pasture. The amount of water available for irrigation is usually adequate to irrigate all portions of the pasture that can be irrigated by gravity, with excess water often available to the adjacent 85 acres.

In addition to city requirements, use of the pasture and of the treated wastewater is subject to the discharge requirements placed on the wastewater treatment plant by the Lahontan Regional Water Quality Control Board. Milk cattle are prohibited from using the pasture by the Lahontan requirements. See attached requirements.

**Lease Objective:** The objective for the lease of the Sewer Ponds Pasture is to put the pasture to the highest and best use while conforming to legal requirements and minimizing city expenditure and exposure to risk.

**Rent:** Rent for the 40 acres is \$1,625 per year for 2010 and will escalate 5% each calendar year after that.

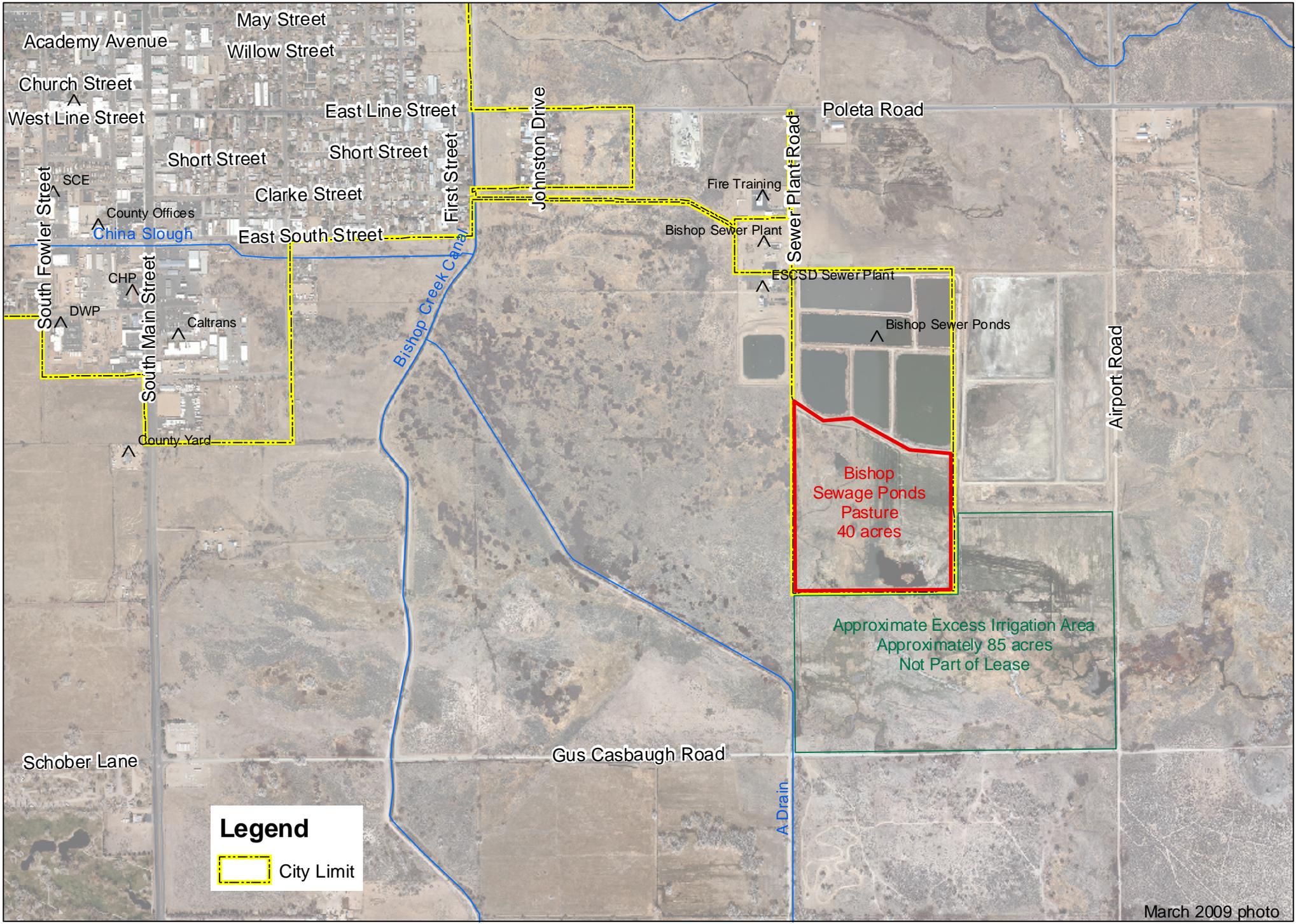
**Selection:** The lessee will be selected based on experience, proven performance in land stewardship, the ability to conform to Lahontan requirements, and ability to execute the lease for the pasture. Pasture inspection can be arranged prior to the close of this Request for Proposals (RFP). Interviews are expected as part of the selection process.

**Proposal:** Proposals must be in sufficient detail to allow full evaluation of the potential lessee based on that proposal. A qualifying proposal must include:

1. Names of individuals or firm who would sign the lease document.
2. Name of the individuals that will be responsible for day to day operations of the pasture.
3. Description of the organizational structure of the firm if the lessee would be a firm.
4. Description of the experience the individuals and firm has operating similar pasture land.
5. Resumes of individuals involved in the proposed use of the pasture.
6. References that can speak to firm's and individual's ability to operate similar pasture land.
7. Plan of operation for the pasture including:
  - Proposed irrigation practices and schedule.
  - Number, type, and schedule of livestock proposed.
  - Improvements proposed to pasture including fences and irrigation gates.
  - Maintenance schedule for pasture and pasture improvements including fences and irrigation gates.
  - Weed abatement activities.
  - Other actions to accomplish least objective and to meet Lahontan requirements.

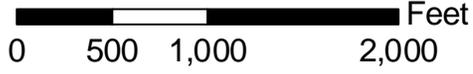
Proposals must be received no later than 1500 (3 pm) on the closing date of this Request for Proposals (RFP). Send proposals to:

City of Bishop  
377 West Line Street  
Bishop, California 93514  
publicworks@ca-bishop.us



**Legend**

City Limit



Bishop Sewage Ponds Pasture Map

March 2009 photo



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## Department of Public Works

### DRAFT Lease of Sewage Pond Pasture and Effluent.

1. **Property:** The City of Bishop owns and operates the Bishop Wastewater Treatment plant including sewage ponds and pasture shown on the attached map.
2. **Scope:** The city hereby leases to lessee the pasture and treated wastewater effluent discharged on the pasture.
3. **Use:** The use of the pasture and effluent shall be in accordance with the city's Request for Proposals (RFP) released 1 February 2010 and the lessee's proposal in for the lease submitted in response to the RFP as mutually modified in writing. General characteristics of the use include:
  - PROPOSED IRRIGATION PRACTICES AND SCHEDULE.
  - NUMBER, TYPE, AND SCHEDULE OF LIVESTOCK PROPOSED.
  - IMPROVEMENTS PROPOSED TO PASTURE INCLUDING FENCES AND IRRIGATION GATES.
  - MAINTENANCE SCHEDULE FOR PASTURE AND PASTURE IMPROVEMENTS INCLUDING FENCES AND IRRIGATION GATES.
  - WEED ABATEMENT ACTIVITIES.
  - OTHER ACTIONS TO ACCOMPLISH LEAST OBJECTIVE AND TO MEET LAHONTAN REQUIREMENTS.
4. **Term:** The term of this lease is from the date the lease is fully executed through 31 December 2011 and can be extended by written mutual agreement.
5. **Rent:** Rent for 2010 shall be \$1,625. Rent shall increase by 5% each year after.
6. **Payment:** Rent shall be paid before the property or effluent is used by the lessee and on each 1 January and 1 July following. Rent paid on 1 January shall be for the six month period 1 January through 30 June. Rent paid on 1 July shall be for the six month period 1 July through 31 December. The first installment of rent shall be prorated for the portion of the six months before 1 July 2010. Rent shall be paid to:

Department of Public Works  
City of Bishop  
377 West Line Street  
Bishop, California 93514

7. **Damages:** Lessee, hereby assumes all risk of injury or damage to persons or property from every source and lessee shall hold city and each of their directors, officers, employees and agents harmless on account of any such damage or injury, provided, however, that lessee shall not be liable to city for damage or injury to city property caused by earthquake or other so-called Acts of God.
8. **Insurance:** Prior to the beginning of and throughout the duration of lease, the lessee will maintain insurance in accordance with the following.
- Lessee shall provide Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
  - If the lessee is a firm, lessee shall provide Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
  - Lessee shall provide Business Auto Coverage on Insurance Services Office Business Auto Coverage form CA 00 01 including owned, non-owned and hired vehicles, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If lessee owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If lessee or lessee employees will use personal autos in any way on this project, lessee shall obtain evidence of personal auto liability coverage for each such person.
  - Lessee shall provide Excess or Umbrella Liability Insurance (Over Primary), if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds.
  - Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits.
  - There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another.
  - Coverage shall be applicable to City for injury to employees of lessee others involved in the lease.
  - The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.
  - Any insurance proceeds in excess of the required limits and coverage and which is applicable to a given loss will be available to City.
  - The City, including its officers, agents, and employees shall be named as additional insureds under the general and umbrella liability policies.
9. **Indemnity:** As an express and material term of this lease, lessee agrees to indemnify and hold harmless the City, its officers, employees and agents from any and all claims, demands, causes of action, losses or other liabilities for any damage, whether to person or property,

whatsoever arising out of or related to the permitted use. Lessee further agrees to indemnify and hold harmless the City, its officers, employees and agents for any injury to persons or property occasioned by reason of or arising out of the acts or omissions of lessee, his/her/its agents, employees, contractors and subcontractors and/or any other person or entity under this lease.

10. **Duty to Defend:** As an express and material term of this lease, Lessee agrees to defend, at its sole expense, the City, its officers, employees and agents from and against any and all claims, demands, causes of action, losses or other liabilities for any damage, whether to person or property, whatsoever arising out of or related to the lease Lessee's duty to defend shall apply to the City, its officers, employees and agents for any injury to persons or property occasioned by reason of or arising out of the acts or omissions of the City, its officers, employees and/or agents and the acts or omissions of lessee, his/her/its agents, employees, contractors and subcontractors and/or any other person involved in the lease.
11. **Legal Costs:** In the event of any controversy, claim or dispute arising out of or relating to this lease or the violation of any covenant contained herein, the prevailing party shall be entitled to receive from the losing party reasonable expenses, including attorney's fees and costs.
12. **Assignment:** This lease shall not be assigned. The pasture and effluent shall not be sublet.
13. **Security:** Lessee shall keep all gates and fences secured. Lessee shall place and maintain signs every 300 feet around perimeter of pasture stating "No Trespassing" and "No Hunting".
14. **Access:** Lessee shall at all times provide access to the city to move equipment to the monitoring well sites and other locations related to the operation of the sewage treatment facility.
15. **Improvements:** Lessee shall install, if needed, and maintain, a perimeter fence around pasture with gates and ditches and headgates necessary for effective irrigation. All such improvements shall become the property of the city at the termination of the lease.
16. **Debris:** Lessee shall keep pasture free of debris.
17. **Termination:** Lessor may at any time and without cause, terminate this lease by giving lessee 30 days written notice. If this Lease is cancelled pursuant to this provision, lessor shall refund to Lessee rent paid in advance by Lessee, on a monthly prorated basis, which is attributed to that portion of the unexpired Lease period for which such advance rent has been paid.

Agreed to by:

City:

Lessee:

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Richard F. Pucci  
City Administrator

Date

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Name:  
Title:

Date

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LAHONTAN REGION

BOARD ORDER NO. 6-94-025  
WDID NO. 6B140101001

UPDATED WASTE DISCHARGE REQUIREMENTS

FOR

CITY OF BISHOP  
SEWAGE TREATMENT FACILITY

Inyo County

The California Regional Water Quality Control Board, Lahontan Region (Regional Board) finds:

1. Discharger

For the purposes of this Order, the City of Bishop is referred to as the "Discharger," and the City of Bishop's waste treatment and disposal facility is referred to as the "Facility."

2. Permit History

The Regional Board previously established waste discharge requirements for the Facility under Board Order No. 6-80-55, which was adopted on August 14, 1980, and revised by Board Order No. 6-85-122 on October 10, 1985.

3. Reason for Action

The Regional Board is updating waste discharge requirements for the Facility as part of a statewide program to periodically review and update waste discharge requirements. The purpose of this Order is to incorporate changes in regulations and regulatory policies (since the adoption of Board Order No. 6-85-122) which apply to operation of the Facility.

4. Facility Location

The Facility is located approximately 1.0 mile (1.6 km) east of the City of Bishop on East Line Street, within Section 8, T7S, R33E, MDB&M as shown on Attachment "A" which is made part of this Order.

5. Discharge Description

The Facility serves the City of Bishop which has a population of approximately 4,000. Wastewater treatment is provided by a primary clarifier, a clay-lined, aerated lagoon and two clay-lined oxidation ponds. The Facility collects, treats, and disposes of an average of 0.82 mgd of domestic wastewater. The Facility has a design capacity of 1.6 mgd.

6. Authorized Disposal Sites

Treated effluent is discharged to oxidation ponds or to pasture land. Mr. Donald Tatum currently uses treated effluent from the Facility to flood irrigate a 125-acre pasture site for non-milking animals located south of the oxidation ponds. The oxidation ponds and the pasture irrigation land are the only authorized disposal sites. Milking animals will be precluded from using the irrigation site.

7. Sludge Treatment and Disposal

Sludge from the primary clarifier is treated by two anaerobic digesters and is discharged to drying beds. Sludge from the drying beds is used on the irrigation site as a fertilizer and soil conditioner.

8. Site Hydrology

Depth to groundwater in the vicinity of the Facility is less than 10 feet (3.1 meters). The quality of the groundwater is excellent for most beneficial uses with total filterable residue concentrations in the range of 150 to 400 mg/l.

9. Receiving Waters

The receiving waters are the groundwaters of the Upper Owens Subunit of the Owens Hydrologic Unit.

10. South Lahontan Basin Plan

The Regional Board adopted a Water Quality Control Plan for the South Lahontan Basin on May 8, 1975 and this Order implements the Plan as amended.

11. Beneficial Uses

The beneficial uses of the groundwaters of the Upper Owens Subunit of the Owens Hydrologic Unit as set forth and defined in the Water Quality Control Plan for the South Lahontan Basin are:

- a. Municipal and domestic supply
- b. Agricultural supply
- c. Freshwater replenishment

12. Reclamation Regulations

The California Department of Health Services (DHS) has established state-wide regulations for the use of reclaimed domestic wastewater. In accordance with Section 13523 of the California Water Code, the Board consulted with and received the recommendations of the State DHS which are incorporated within this Order.

13. California Environmental Quality Act Compliance

This project involves the continued operation and maintenance of an existing Facility and, as such, is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, Section 21000, et seq.) in accordance with Title 14, California Code of Regulations, Chapter 3, Section 15301.

14. Notification of Interested Parties

The Regional Board has notified the Discharger and interested parties of its intent to update waste discharge requirements for the discharge.

15. Consideration of Public Comments

The Regional Board, in a public meeting, heard and considered all comments pertaining to the discharge.

IT IS HEREBY ORDERED that the Discharger shall comply with the following:

I. DISCHARGE SPECIFICATIONS

A. Effluent/Discharge Limitations

1. The average flow of wastewater to the treatment and disposal facilities shall not exceed 1.6 million gallons per day (mgd).
2. The maximum instantaneous flowrate of wastewater to the treatment and disposal facilities shall not exceed 4.8 mgd.
3. All wastewater made available to the authorized disposal/reclamation sites shall not contain concentrations of parameters in excess of the following limits:

<u>Parameter</u>	<u>Units</u>	<u>Mean<sup>1</sup></u>	<u>Maximum</u>
BOD <sup>2</sup>	mg/l	50.0	---
MBAS <sup>3</sup>	mg/l	1.0	2.0

4. All wastewater made available to the authorized disposal/reclamation sites shall have a pH of not less than 6 pH units nor more than 9 units.

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<sup>1</sup> The arithmetic mean of lab results for effluent samples collected in a period of 30 consecutive days

<sup>2</sup> Biochemical Oxygen Demand (5 day, 20° C) for an unfiltered sample

<sup>3</sup> Methylene Blue Active Substances

5. All wastewater made available to the authorized disposal/reclamation sites shall have a dissolved oxygen concentration not less than 1.0 mg/l.

B. Receiving Water Limitations

The discharge of waste shall not cause the presence of the following substances or conditions in ground waters of the Upper Owens Subunit of the Owens Hydrologic Unit:

1. Any perceptible color, odor, taste or foaming.
2. Coliform organisms attributable to human wastes.
3. Toxic substances in concentrations that individually, collectively, or cumulatively cause detrimental physiological responses in human, plants, animals, or aquatic life.
4. Identifiable chlorinated hydrocarbons, organophosphates, carbamates, and other pesticide and herbicide groups, in summations, in excess of the lowest detectable levels.
5. Concentrations of chemical constituents in excess of the maximum contaminant levels or secondary maximum contaminant levels based upon drinking water standards specified by the more restrictive of the California Code of Regulations, Title 22, Division 4, Chapter 15, or 40 CFR, Part 141.

C. Reclamation Requirements

1. All effluent made available for reclamation shall comply with standard Department of Health Services regulations as specified in Chapter 3, Division 4, Title 22 of the California Code of Regulations.
2. Reclaimed water used for spray irrigation of fodder, fiber and seed crops shall contain not more than 0.5 ml/l/hour of settleable solids.
3. The irrigation sites shall be graded to prevent persistent ponding of wastewater which is capable of promoting the breeding of mosquitoes.
4. The irrigation site shall be properly fenced and posted to restrict public access and warn of the presence of sewage.
5. Wastewater to be utilized for the irrigation of pasture to which milking cows or goats have access the wastewater shall at all times be adequately disinfected and oxidized. The wastewater shall be considered adequately disinfected if, at some location in the treatment

process, the median number of coliform organisms does not exceed 23/100 ml, as determined from the bacteriological results of the last weekly period for which analyses have been completed.

D. General Requirements and Prohibitions

1. There shall be no discharge, bypass, or diversion of raw or partially treated sewage, sewage sludge, grease, or oils from the collection, transport, treatment, or disposal facilities to adjacent land areas or surface waters.
2. Surface flow or visible discharge of sewage or sewage effluent at/or from the authorized disposal/reclamation sites to adjacent land areas or surface waters is prohibited.
3. The vertical distance between the liquid surface elevation and the lowest point of a pond dike or the invert of an overflow structure shall not be less than 1.5 feet.
4. The discharge shall not cause a pollution as defined in Section 13050 of the California Water Code, or a threatened pollution.
5. Neither the treatment nor the discharge shall cause a nuisance as defined in Section 13050 of the California Water Code.
6. The discharge of wastewater except to the authorized disposal/reclamation sites is prohibited.
7. The integrity of the facultative pond liners and dikes shall be maintained throughout the life of the ponds and shall not be diminished as the result of any maintenance or cleaning operation.
8. The Discharger shall comply with all existing Federal and State laws and regulations that apply to sewage sludge use and disposal practices.

II. PROVISIONS

A. Rescission of Waste Discharge Requirements

Regional Board Order No. 6-85-122 is hereby rescinded.

B. Operator Certificates

The Discharger's wastewater treatment plant shall be supervised by persons possessing a wastewater treatment plant operator certificate of appropriate grade pursuant to Chapter 3, Subchapter 4, Title 23, California Code of Regulations.

C. Standard Provisions

The Discharger shall comply with the Standard Provisions for Waste Discharge Requirements, dated July 1, 1993, in Attachment "B" which is made part of this Order.

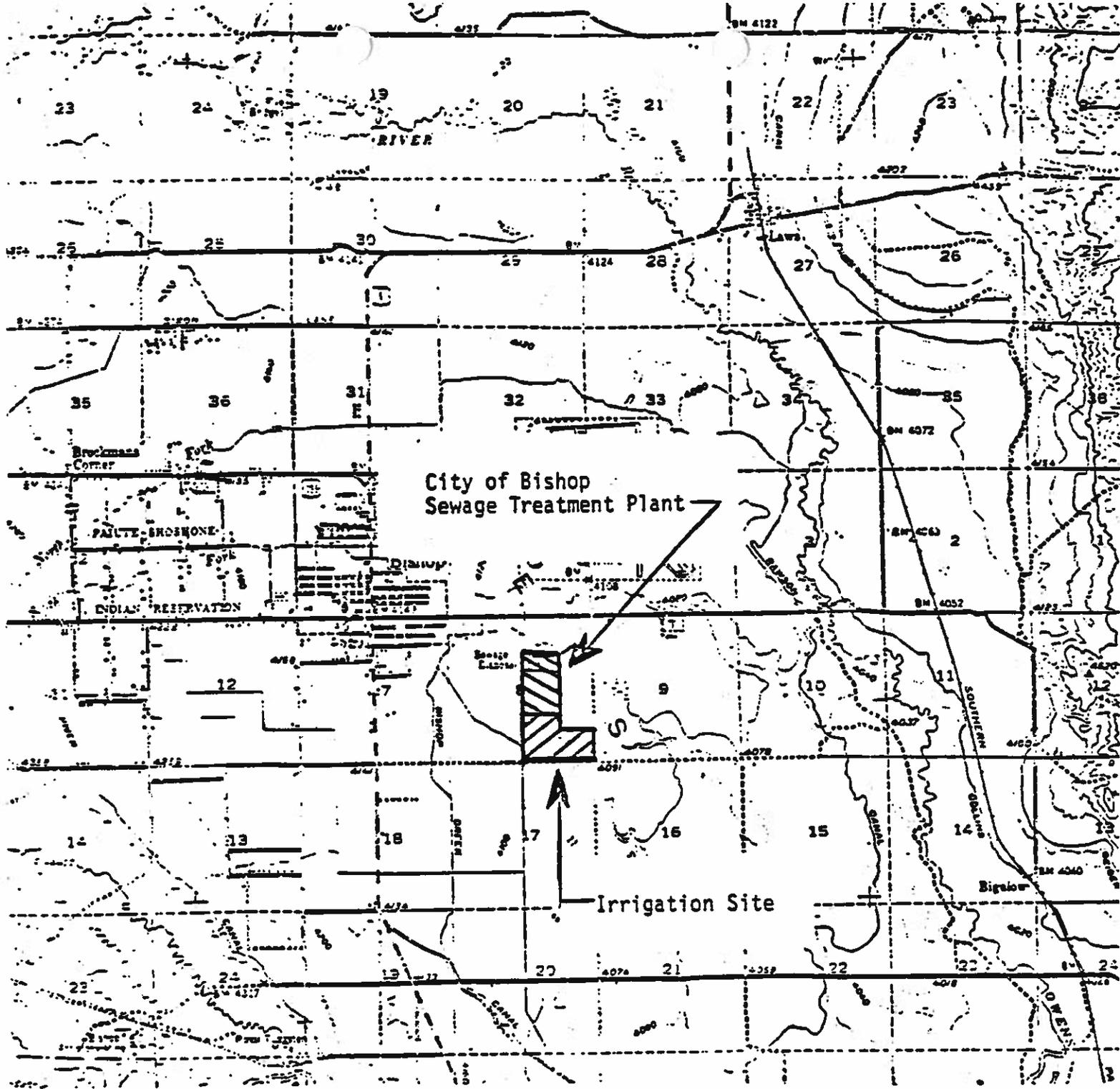
D. Monitoring and Reporting

Pursuant to the California Water Code § 13267(b), the Discharger shall comply with Monitoring and Reporting Program No. 94-025 as specified by the Regional Board Executive Officer.

I, Harold J. Singer, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Lahontan Region, on February 10, 1994.

  
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HAROLD J. SINGER  
EXECUTIVE OFFICER

Attachments: A. Location Map  
B. Standard Provisions for Waste Discharge Requirements



ATTACHMENT "A"

CITY OF BISHOP  
SEWAGE TREATMENT PLANT

East of Bishop - Inyo County

Portion of Section 8, T17S, R33E, MDB&M

USGS Bishop 15 Minute Quadrangle

Attachment "B"

**STANDARD PROVISIONS**  
**FOR WASTE DISCHARGE REQUIREMENTS**

1. **Inspection and Entry**

The discharger shall permit Regional Board staff:

- a. to enter upon premises in which an effluent source is located or in which any required records are kept;
- b. to copy any records relating to the discharge or relating to compliance with the waste discharge requirements;
- c. to inspect monitoring equipment or records; and
- d. to sample any discharge.

2. **Reporting Requirements**

- a. Pursuant to California Water Code 13267(b), the discharger shall immediately notify the Board by telephone whenever an adverse condition occurred as a result of this discharge; written confirmation shall follow within two weeks. An adverse condition includes, but is not limited to, spills of petroleum products or toxic chemicals, or damage to control facilities that could affect compliance.
- b. Pursuant to California Water Code Section 13260(c), any proposed material change in the character of the waste, manner or method of treatment or disposal, increase of discharge, or location of discharge, shall be reported to the Board at least 120 days in advance of implementation of any such proposal. This shall include, but not limited to, all significant soil disturbances.
- c. The owners/discharger of property subject to waste discharge requirements shall be considered to have a continuing responsibility for ensuring compliance with applicable waste discharge requirements in the operations or use of the owned property. Pursuant to 13260(c), any change in the ownership and/or operation of property subject to the waste discharge requirements shall be reported to the Board. Notification of applicable waste discharge requirements shall be furnished in writing to the new owners and/or operators and a copy of such notification shall be sent to the Board.
- d. If a discharger becomes aware that any information submitted to the Board is incorrect, the discharger shall immediately notify the Board, in writing and correct that information.
- e. Reports required by the waste discharge requirements, and other information requested by the Board, must be signed by a duly authorized representative of the discharger.

- f. If the discharger becomes aware that their waste discharge requirements (or permit) is no longer needed (because the project will not be built or the discharge will cease) the discharger shall notify the Regional Board in writing and request that their waste discharge requirements (or permit) be rescinded.

3. Right to Revise Waste Discharge Requirements

The Board reserves the privilege of changing all or any portion of the waste discharge requirements upon legal notice to and after opportunity to be heard is given to all concerned parties.

4. Duty to Comply

Failure to comply with the waste discharge requirements may constitute a violation of the California Water Code and is grounds for enforcement action or for permit termination, revocation and reissuance, or modification.

5. Duty to Mitigate

The discharger shall take all reasonable steps to minimize or prevent any discharge in violation of the waste discharge requirements which has a reasonable likelihood of adversely affecting human health or the environment.

6. Proper Operation and Maintenance

The discharger shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) that are installed or used by the discharger to achieve compliance with the waste discharge requirements. Proper operation and maintenance includes adequate laboratory control, where appropriate, and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems that are installed by the discharger, when necessary to achieve compliance with the conditions of the waste discharge requirements.

7. Waste Discharge Requirement Actions

The waste discharge requirements may be modified, revoked and reissued, or terminated for cause. The filing of a request by the discharger for waste discharge requirement modification, revocation and reissuance, termination, or a notification of planned changes or anticipated noncompliance, do not stay any of the waste discharge requirements conditions.

8. Property Rights

The waste discharge requirements do not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights,

nor any infringement of federal, state or local laws or regulations.

9. Enforcement

The California Water Code provides for civil liability and criminal penalties for violations or threatened violations of the waste discharge requirements including imposition of civil liability or referral to the Attorney General.

10. Availability

A copy of the waste discharge requirements shall be kept and maintained by the discharger and be available at all times to operating personnel.

11. Severability

Provisions of the waste discharge requirements are severable. If any provision of the requirements is found invalid, the remainder of the requirements shall not be affected.

12. Public Access

General public access shall be effectively excluded from disposal/treatment facilities.

13. Transfers

Providing there is no material change in the operation of the facility, this Order may be transferred to a new owner or operation. The owner/operator must request the transfer in writing and receive written approval from the Board's Executive Officer.

14. Definitions

- a. "Surface waters" as used in this Order, include, but are not limited to, live streams, either perennial or ephemeral, which flow in natural or artificial water courses and natural lakes and artificial impoundments of waters. "Surface waters" does not include artificial water courses or impoundments used exclusively for wastewater disposal.
- b. "Ground waters" as used in this Order, include, but are not limited to, all subsurface water being above atmospheric pressure and the capillary fringe of these waters.

15. Storm Protection

- a. All facilities used for collection, transport, treatment, storage, or disposal of waste shall be adequately protected against overflow, washout, inundation, structural damage or a significant reduction in efficiency resulting from a storm or flood having a recurrence interval of once in 100 years.

MONITORING AND REPORTING PROGRAM NO. 94-025  
WDID NO. 6B140101001

FOR

CITY OF BISHOP  
SEWAGE TREATMENT PLANT

Inyo County

I. MONITORING

A. Flow Monitoring

The following shall be recorded in a permanent log book:

1. The total volume, in million gallons, of wastewater flow to the treatment facility for each day.
2. The total volume, in million gallons, of wastewater flow to the treatment facility for each month.
3. The average flow rate, in million gallons per day (mgd), of wastewater to the treatment facility calculated for each month.
4. The maximum instantaneous flow rate, in million gallons per day (mgd), of wastewater to the treatment facility that occurs each day.
5. The total volume, in million gallons, of wastewater flow to the reclamation sites for each month.
6. The freeboard (distance from the top of the lowest part of the dike to the wastewater surface in the pond) measured each month in each surface impoundment (SI). If a surface impoundment does not contain wastewater, indicate that it is empty.

B. Plant Influent Monitoring

Beginning immediately, grab samples of the influent shall be collected and analyzed to determine the magnitude of the following parameters:

<u>Parameter</u>	<u>Units</u>	<u>Frequency</u>
BOD <sup>1</sup>	mg/l	monthly

<sup>1</sup>Biochemical Oxygen Demand (5 day, 20° C) of an unfiltered sample

C. Plant Effluent Monitoring

Beginning immediately, grab samples of the secondary effluent from wastewater treatment facilities shall be collected prior to chlorination and analyzed to determine the magnitude of the following parameters and the parameters listed.

<u>Parameter</u>	<u>Units</u>	<u>Frequency</u>
pH		monthly
BOD	mg/l	monthly
COD <sup>2</sup>	mg/l	quarterly
Methylene Blue Active Substances	mg/l	quarterly
Total Filterable Residue	mg/l	quarterly

D. Ground Water Monitoring

1. Groundwater samples shall be taken from monitoring wells Nos. 1, 3 and 4. Prior to sampling a well, a minimum of three (3) volumes in the casing shall be pumped or bailed.

<u>Parameter</u>	<u>Units</u>	<u>Frequency</u>
Nitrate-Nitrogen	mg/l as N	quarterly
Methylene Blue Active Substances	mg/l	quarterly
Total Filterable Residue	mg/l	quarterly

2. The depth to ground water in each well shall be measured and recorded each time a monitoring well is sampled.

E. Sludge Monitoring

1. By January 1, 1995, the Discharger shall submit a Sludge Management Plan for approval by the Executive Officer. The Discharger shall submit subsequent annual reports summarizing disposal of sludge in accordance with the provisions of the plan with the last quarterly report of the calendar year.
2. The Discharger shall report to the Regional Board all information necessary to comply with U.S. Environmental Protection Agency Sludge Management Regulations contained in Section 503 of the Federal Clean Water Act.

<sup>2</sup>Chemical Oxygen Demand of an unfiltered sample

F. Sampling and Analysis Methods

1. The Discharger shall comply with the attached General Provisions for Monitoring and Reporting, which is made part of this Monitoring and Reporting Program.

II. REPORTING

A. General Provisions

The Discharger shall comply with the "General Provisions for Monitoring and Reporting", dated July 1, 1993, which is attached to and made part of this Monitoring and Reporting Program.

B. Submittal Periods

Beginning on March 15, 1994, and continuing quarterly thereafter, a monitoring report of the previous quarter, including the preceding information, shall be submitted to the Regional Board. The reporting of Nitrate Nitrogen shall commence in the quarterly report for December 15, 1994, and continue quarterly thereafter.

Ordered by:

  
HAROLD J. SINGER  
EXECUTIVE OFFICER

Dated:

Feb 10, 1994

Attachment: General Provisions for Monitoring and Reporting

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LAHONTAN REGION

GENERAL PROVISIONS FOR MONITORING AND REPORTING

1. SAMPLING AND ANALYSIS

- a. All analyses shall be performed in accordance with the current edition(s) of the following documents:
  - i. Standard Methods for the Examination of Water and Wastewater
  - ii. Methods for Chemical Analysis of Water and Wastes. EPA
- b. All analyses shall be performed in a laboratory certified to perform such analyses by the California State Department of Health Services or a laboratory approved by the Executive Officer. Specific methods of analysis must be identified on each laboratory report.
- c. Any modifications to the above methods to eliminate known interferences shall be reported with the sample results. The method used shall also be reported. If methods other than USEPA approved methods or Standard Methods are used, the exact methodology must be submitted for review and must be approved by the Executive Officer prior to use.
- d. The discharger shall establish chain-of-custody procedures to ensure that specific individuals are responsible for sample integrity from commencement of sample collection through delivery to an approved laboratory. Sample collection, storage and analysis shall be conducted in accordance with an approved Sampling and Analysis Plan (SAP). The most recent version of the approved SAP shall be kept at the facility.
- e. The discharger shall calibrate and perform maintenance procedures on all monitoring instruments and equipment to ensure accuracy of measurements, or shall ensure that both activities will be conducted. The calibration of any wastewater flow measuring device shall be recorded and maintained in the permanent log book.
- f. A grab sample is defined as an individual sample collected in fewer than 15 minutes.
- g. A composite sample is defined as a combination of no fewer than eight individual samples obtained over the specified sampling period at equal intervals. The volume of each individual sample shall be proportional to the discharge flow rate at the time of sampling. The sampling period shall equal the discharge period, or 24 hours, whichever period is shorter.

## 2. OPERATIONAL REQUIREMENTS

### a. Sample Results

Pursuant to California Water Code Section 13267(b), a copy of all sample results shall be available to the plant operator and/or Board staff for inspection. The results shall be retained for a minimum of three years.

### b. Operational Log

- i. Pursuant to California Water Code Section 13267(b), an operation and maintenance log shall be maintained at the facility.
- ii. All monitoring and reporting data shall be recorded in a permanent log book.

## 3. REPORTING

- a. For every item where the requirements are not met, the discharger shall submit a statement of the actions undertaken or proposed which will bring the discharge into full compliance with requirements at the earliest time and submit a timetable for correction.
- b. The discharger shall maintain all sampling and analytical results, including strip charts; date, exact place, and time of sampling; date analyses were performed; sample collector's name; analyst's name; analytical techniques used; and results of all analyses. Such records shall be retained for a minimum of three years. This period of retention shall be extended during the course of any unresolved litigation regarding this discharge or when requested by the Regional Board.
- c. The discharger shall provide a brief summary of any operational problems and maintenance activities to the Board with each monitoring report. Any modifications or additions to, or any major maintenance conducted on, or any major problems occurring to the wastewater conveyance system, treatment facilities, or disposal facilities shall be included in this summary.
- d. Monitoring reports shall be signed by:
  - i. In the case of a corporation, by a principal executive officer at least of the level of vice-president or his duly authorized representative, if such representative is responsible for the overall operation of the facility from which the discharge originates;
  - ii. In the case of a partnership, by a general partner;
  - iii. In the case of a sole proprietorship, by the proprietor;

- iv. In the case of a municipal, state or other public facility, by either a principal executive officer, ranking elected official, or other duly authorized employee.
- e. Monitoring reports are to include the following:
  - i. Name and telephone number of individual who can answer questions about the report.
  - ii. The Monitoring and Reporting Program Number.
  - iii. WDID Number.
  - iv. By January 30 of each year, the discharger shall submit an Annual Report to the Board with the following information:
    - (1) The compliance record and corrective actions taken or planned which may be needed to bring the discharge into full compliance with the discharge requirements.
    - (2) Graphical and tabular data for the monitoring data obtained for the previous year.
- f. Modifications
  - i. This Monitoring and Reporting Program may be modified at the discretion of the Regional Board Executive Officer.

#### 4. NONCOMPLIANCE

- a. Any person failing or refusing to furnish technical or monitoring reports or falsifying any information provided therein, is guilty of a misdemeanor and may be liable civilly in an amount of up to one thousand dollars (\$1,000) for each day of violation under Section 13268 of the Water Code.