

**CITY OF LEMOORE**

**INDUSTRIAL WASTEWATER DISCHARGE PERMIT**

**April \_\_\_\_\_, 2011**

**Discharger** Leprino Foods Company

**Description of Discharger's Operation and Process Wastewater Discharge**

Processing fluid milk into mozzarella cheese, whey and other dairy-derived food products. Discharge under this permit includes "cow water" (milk remnant after solids have been removed), wash-down water from inside the plant, utilities blowdown and other industrial wastewater derived from Discharger's operation. The discharge consists of pre-treated industrial wastewater from Discharger's Lemoore East and Lemoore West cheese manufacturing facilities.

Discharge shall be to the City's 30-inch wastewater treatment effluent outfall pipeline ("City's 30-Inch Pipeline") at a point just downstream from the City's wastewater treatment facility, hereby designated as Outfall No. 1 and, for continuous discharges of "cow water" only, to City pond 1A, designated herein as Outfall No. 2, and for emergency discharges, to Outfall No. 3, which is the point where Discharger's discharge enters City Pond 1A from its wastewater treatment facilities via surface pipeline, as the same may be modified from time to time upon agreement between City and Discharger. Discharge characteristics and permitted flows for Discharger's discharge to Outfall No. 1 shall be those in Exhibit A attached hereto; provided, however, that in the event the City receives a discharge permit from the RWQCB that has limits for any of the constituents listed on Exhibit A with the exception of EC ("Non-EC Constituents") that are higher or lower than the Discharger's limits set forth in Exhibit A, Discharger's Non-EC Constituents limits shall be modified to the same limits set forth in the City's permit from the Regional Water Quality Control Board ("RWQCB"). With respect to EC, City agrees that Discharger's limit shall be the higher of (i) the EC limit set forth in any new or revised permit issued to the City by the RWQCB; or (ii) the maximum level possible that will allow the City to maintain compliance with its RWQCB-issued permit.

The combined City and Discharger effluent discharged to Westlake Canal will be governed by a permit or permits issued by the RWQCB and by the requirements for agricultural irrigation with the combined effluent embodied in an agreement of January 8, 1996 with Westlake Farms, Inc.

**Discharge Quantity:**

During the first two years of the term of this permit (the "Initial Flow Limit"), Discharger's combined discharge to Outfalls No. 1, No. 2 and No. 3, shall be limited to

2,500,000 gallons per day (gpd) on a 30-day average basis and the one-day maximum flow shall be 2,750,000 gallons. During this initial two-year time period the City (with Discharger's assistance, as applicable) will take steps to increase the City's permitted flow limit from the 4,500,000 gallons per day currently authorized by the RWQCB to a higher flow limit that provides the City with a sufficient flow limit to accommodate a potential flow from Discharger as high as 4,000,000 gallons per day (these steps shall include the preparation and submittal by the City of a complete Report of Waste Discharge ("RWD") to the RWQCB before July 1, 2012 and any necessary approvals from Westlake Farms for such increased flow) (these steps are collectively referred to as "The City's Procedural Steps to Increase Permitted Flow"). Notwithstanding the foregoing, that City agrees to complete the preparation and submittal of an RWD requesting the higher flow referenced above (or such additional flow required by Discharger) within 90 days of such time that Discharger contemplates and takes action to receive approval for a new or expanded facility that would add additional wastewater flow to Discharger's current volume. For the avoidance of doubt, the action required by Discharger to trigger the City's requirement to prepare and submit an RWD in advance of the July 1, 2012 deadline set forth above shall include the following: (i) submittal by Lepirino of an application for the City, as lead agency, to initiate a California Environmental Quality Act ("CEQA") review for a new or expanded facility; (ii) at such time that the City and Discharger have reached substantial agreement regarding a new (or amendment of any existing) development agreements, owner participation agreements or mitigation monitoring agreements (collectively, "Development Documents"); or (iii) the submittal of any development or land use approval application by Discharger for a new or expanded facility. City will immediately modify this permit to allow for such increased flow from Discharger at such time that it receives authorization from the RWQCB. The City and Discharger currently anticipate that the City's 30-Inch Pipeline is capable of accommodating this increased flow with the addition of relatively minor improvements. During the term of this permit Discharger agrees that any required modifications or improvements to the City's 30-Inch Pipeline directly related to expanding the capacity of the City's 30-Inch Pipeline to a flow capacity sufficient to meet Discharger's increased flow requirements (excluding routine maintenance and other repairs, modifications or improvements that are not directly related to the expansion of capacity) shall be completed and paid for by Discharger. City and Discharger agree that any increase in flow capacity of the City's 30-Inch Pipeline over a capacity of 5,800,000 gallons per day shall be allocated as follows:

- (i) 70% of any flow capacity improvements to the City's 30-Inch Pipeline that results from Discharger's actions to increase the capacity shall be allocated to Discharger; and
- (ii) 30% of any flow capacity improvements to the City's 30-Inch Pipeline that results from Discharger's actions to increase the capacity shall be allocated to the City.

For example, if the flow capacity of the City's 30-inch Pipeline is expanded to 7,800,000 gallons per day, the 2,000,000 gallons per day of increased capacity shall be allocated as follows: 1,400,000 gallons per day for Discharger and 600,000 gallons per day for the City.

In the event that the City completes The City's Procedural Steps to Increase Permitted Flow and does not receive authorization from the RWQCB to increase its flow above its current limit of 4,500,000 gallons per day (either by expressed approval or as a result of inaction by the RWQCB that entitles the City to the increased flow requested by the City in a Report of Waste Discharge) by the end of the term of the Initial Flow Limit and the City requires additional flow capacity for its discharge, then Discharger's 30-day flow limit shall be reduced to 2,250,000 gallons per day and Discharger's one-day maximum flow limit shall be reduced to 2,500,000 gallons per day until such time that RWQCB authorization is received.

The City shall be notified within 24 hours of any unscheduled cessation of the permittee's discharge.

**Wastewater Characteristics:**

The discharge shall be limited to that water generated in connection with Discharger's operation and water utilized for washing, processing and utilities blowdown, along with the remnant of milk, or "cow water." Except for incidental amounts ordinarily present in wash water, no raw milk or whey shall be discharged to Outfall No. 1, Outfall No. 2 or Outfall #3. No domestic sewage shall be included in this permitted discharge. Domestic sewage shall be separately collected in the Discharger's cheese manufacturing facilities and discharged therefrom to the City's domestic wastewater collection system.

**Maintenance of Irrigation Quality Characteristics:**

To the extent combined effluent irrigation quality is classified<sup>1</sup> as having "Severe" restrictions and such Severe classification is attributable to Discharger's wastewater, Discharger shall take appropriate measures to improve the irrigation quality of its discharge. Measures essential to maintaining acceptable irrigation quality characteristics of the combined effluent may include, for example, a reduction of sodium or addition of appropriate amounts of calcium, potassium and/or magnesium at the Discharger's facilities.

Discharger and the City shall cooperate and work together to establish efficient, practical and cost-effective systems for maintaining acceptable combined effluent irrigation quality characteristics. Discharger and the City recognize that the combined effluent discharged from the City's effluent outfall must be suitable for irrigation and, therefore, two components for the effluent must be controlled for that purpose: SAR and electro-conductivity (Ec).

With respect to SAR, Discharger will not be required to reduce (or otherwise control) the SAR of its discharge unless the effluent from City's wastewater treatment facility is exceeding an SAR of 9 on a regular basis and in no event will Discharger be required to reduce the SAR of its discharge to below 12 unless such a requirement is imposed by

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<sup>1</sup> In accordance with the classification system set forth in Paragraph 4 of the Monitoring and Reporting section below.

action of the RWQCB on Discharger or on the City, or by Westlake Farms or other end user. If the effluent from the City's wastewater treatment facility is exceeding an SAR of 9 on a regular basis, then City and Discharger will jointly review total sodium contributions and other constituents that contribute to SAR to City's wastewater treatment facility from all sources and will work together to develop an overall SAR control program under which the SAR limit applicable to Discharger is as close to 12 as possible.

### **Discharge to Outfall No. 2**

Discharger is authorized to discharge "cow water" to Outfall No. 2 provided that any ongoing discharge of "cow water" to Outfall NO. 2 shall be separately metered, sampled and tested on a daily basis, and the results of such metering, sampling and testing reported to the City monthly. Average monthly composite nitrites in the discharge shall not exceed 2 mg/l. Average monthly composite for total suspended solids shall not exceed 30 mg/l and the daily maximum limit shall be 60 mg/l. Average monthly composite for COD shall not exceed 250 mg/l and the daily maximum limit shall be 500 mg/l. A composited SAR shall be sampled and tested weekly, and shall not exceed 12. A composited Total Keldahl Nitrogen (TKN) shall be sampled and tested biweekly; the monthly average of such tests shall not exceed 6 and the limit for any single test shall be 12.

Exceedance of the limits described above, except for SAR, shall be considered a permit violation.

### **Outfall No. 3- Emergency Discharges**

1. Discharger will be permitted on a short-term, 48 hour, emergency basis to discharge effluent from its pond to "Outfall No. 3".

The following parameters shall govern such emergency discharge:

- a. Such discharges shall not occur more than twice per month, with a maximum of four (4) calendar days, unless approved by the City.
- b. Verbal notice shall be given to the City before any such discharge.
- c. The total discharge volume during any 24 hour period and in any single month shall not exceed 2,500,000 gallons and shall not exceed 100,000 pounds COD in any month. The City agrees that if Discharger requests to discharge effluent in excess of these limits and if City has additional capacity to accommodate such additional flow or loading, then City will accept such additional flow or loading upon written request from Discharger. Subject to the limits set forth above, Discharger shall be permitted to discharge to Outfall No. 3 a maximum of 6 days per calendar year (and no more than 2 times in any 2-month period) without additional costs or charges above the costs set forth in the Schedule of Charges

below. In the event Discharger discharges to Outfall No. 3 more than 6 days in any calendar year (or more than 2 times in any 2-month period), then Discharger will be responsible for the City's cost to treat flow or loading in accordance with the rate schedule attached as **Exhibit C** which will be in effect until the City adopts a wastewater treatment and disposal rate schedule applicable to all dischargers. The City will respond to any written request by Discharger with approval or denial in writing within 24 hours.

- d. Test results of a composite sample shall be afforded to the City for each day of such discharge within ten (10) days after the completion of discharge. The sample shall be tested for COD, total suspended solids and electrical conductivity.

### **Discharger Classification**

In accordance with the Sewer Use Ordinance, this discharge is classified Class II.

### **Permit Fees and Costs**

The fee for issuance of this permit shall be \$1.00. Charges to the Discharger for wastewater treatment and collection shall be as set forth below. Costs incurred by the City of Lemoore in connection with and attributable to Discharger for enforcement of or correcting violations of this Permit, including but not limited to wages, attorney's fees, consultant expenses, testing, and other direct costs, shall be charged directly to Discharger in addition to any other charges provided for herein, and shall be paid by the Discharger within 30 days after invoicing.

### **Monitoring and Reporting**

1. Discharger shall maintain and operate at its own expense such facilities as may be required to maintain and monitor the quantity and quality of wastewater discharge to Outfall No. 1 to comply with Exhibit A. Test results shall be reported via electronic data file within 24 hours of receipt of each test result for the parameters described in Exhibit A to the Director of Public Works with a copy to the City's wastewater plant operator. Any significant variation from permit limits shall be reported immediately to the City.
2. All laboratory tests shall be paid for directly by the Discharger. Copies of all test reports shall be provided to the City upon request.
3. No sludge shall be discharged, directly or indirectly, at any time to the City's treatment facilities or to the City's effluent outfall. The City shall be advised in writing on a quarterly basis of sludge disposal quantities and disposal locations, and shall be invited to participate with Discharger personnel in measurement of the sludge

blanket depth in Discharger's pond as it occurs. Results of the measurements shall be provided to the City.

4. On a monthly basis, composited samples of Leprino's pre-treated industrial wastewater effluent and of effluent from City Pond No. 3 will be taken and prepared by City personnel and delivered to a certified analytical laboratory. The laboratory will either (i) combine a portion of the sample from City Pond No. 3 with a proportionate (based on flow) share-of Leprino's effluent; or (ii) use a combined, proportional (based on flow) sample (in either case, the "Combined Sample") for classification of the water for irrigation purposes in accordance with the recommendations of the Soil Improvement Committee of the California Fertilizer Association, as set forth in their publication "*Western Fertilizer Handbook*," Ninth Edition. Test results will be reported to the Director of Public Works and to the Discharger. In the event that characteristics of the water from the Combined Sample are such that it is classified as having "Severe" restriction designated for its use as irrigation water under the above-referenced classification parameters, the laboratory will then analyze the sample from City Pond No. 3 and the sample of Leprino's effluent to determine which source is responsible for the severe classification and to what extent each source has responsibility for the severe classification. In the event that it is determined that Discharger's effluent is primarily responsible for the severe classification, City will notify Discharger that mitigation measures are required. City will identify the characteristics of the final effluent that led to the unsatisfactory results. To the extent that those characteristics are attributable to Discharger's wastewater, Discharger shall take appropriate measures to improve irrigation water quality.

If so attributable, additional samples from Discharger will be tested for irrigation quality on a daily basis at Discharger's expense until mitigation has been achieved. Mitigation shall be deemed to be achieved when irrigation quality of the combined wastewater discharged at the City's outfall to Westlake Canal is classified as having "Slight to Moderate" restrictions upon its use as irrigation water as set forth in the *Western Fertilizer Handbook*, Ninth Edition.

### **Changes in Discharge Limits**

Should Discharger require higher limits than specified herein or in Exhibit A the City will not unreasonably withhold permission, but will require adequate written advance notice of intent to increase discharge quantity and/or strength, to minimize the chance of violation of Regional Water Quality Control Board waste discharge requirements or agricultural irrigation water limitations and allow adequate time for additional process equipment to be utilized or acquired by the Discharger should it be required. Permission, if granted by the City, will be in writing and will specify the conditions pertaining to the special permission.

### **Schedule of Charges**

Discharger shall pay the following annual fees and charges within 30 days after invoicing by the City:

1. Annual reimbursement for the Discharger's flow-proportional portion of the annually capitalized costs of the 30" outfall line and the existing chlorination and chlorination control facilities installed and operated by the City to chlorinate the combined City and Discharger effluent.

The capitalized annual costs to the Discharger of the 30" outfall line shall be the Discharger's flow – proportional share of the bond repayment thereof as calculated annually by the City.

The capitalized annual costs to the Discharger of the existing chlorination and chlorination control facilities shall be the flow – proportional share of the \$150,000 original cost thereof calculated on the basis of a 20-year equipment life at 6% annual interest.

2. The flow-proportional costs of the operation of the 30" outfall line and its discharge to the canal, except that Discharger shall be financially responsible for Regional Water Quality Control Board (“Board”) toxicity sampling and testing costs that City is responsible for completing as part of the Board’s Monitoring and Reporting Program. Such flow-proportional costs shall include all sampling and testing of the combined effluent discharge and of receiving waters, as such sampling and testing may be deemed to be required by the City, required by the Regional Water Quality Control Board, or found to be essential to assure discharge compliance with the City's agreement with Westlake Farms. Such costs shall also include any costs of essential 30" outfall line cleaning or repair, as required to accommodate the total discharge of City effluent and the Discharger's effluent, and any required maintenance or facilities modification at the 30" outfall discharge point to the canal.
3. The incremental costs of chlorination or any required de-chlorination, of the Discharger's share of the combined effluent. Such incremental costs shall be determined by calculating the total costs of chlorination and de-chlorination including labor and maintenance, attributable to Discharger's proportionate chlorine demands and resulting de-chlorination requirements based on tests of the Nitrite present in City's and Discharger's respective effluent, and the City's and Discharger's effluent's respective organic demand.
4. An annual capital recovery fee of \$35,700 for the emergency outfall sewer from Discharger's East Plant to the City's wastewater treatment facilities. Said capital recovery fee will terminate with the annual payment thereof due in 2012.
5. The costs of a pump station or any needed outfall line modifications to accommodate Discharger's flow (to the extent such modifications are the result of an increase in Discharger’s flow), a new sampling station on the City outfall, and any discharge canal re-aeration or de-chlorination facilities, all as related to and to the extent required by Discharger's discharge of effluent shall be paid by the Discharger.

Discharger shall only be responsible for repairs, modifications, and pump station or other improvements to the extent such actions are required as a result of Discharger's

discharge and further provided that the need for such actions are not necessitated by increases in the City's discharge volume that are unrelated to Discharger's discharge.

6. The costs to the City, based on proportional flow and B.O.D, of treatment, discharge and disposal of any discharge by Leprino to Outfall No. 2 and outfall No 3, and the costs to the City, based on total flow only by Leprino to Outfall No. 1.
7. To the extent Discharger exceeds the SAR limit and is required to mitigate in accordance with this permit to maintain the irrigation quality of the combined effluent, the Discharger shall be responsible for the proportioned share of any irrigation water water chemical amendments necessary to adjust irrigation water quality to levels consistent with this permit. The determination of the proportioned share of the cost of these amendments will be based on chemical water analysis of the relative contribution to the combined effluent by the Discharger and City of sodium, calcium, magnesium, and alkalinity. In the event that this obligation is triggered, City and Discharger will supply samples of its respective effluent prior to the point where the effluent is combined to a qualified soil science laboratory for a determination of each party's respective proportioned share of the SAR constituents.

Violations of the terms of this Permit, after written notification to the Discharger by the City, shall be punishable by the imposition of fines of \$1,000 per day and of \$10,000 per day for each permit violation in excess of three in any calendar month up to \$10,000 per day.

### **Permit Authority**

This permit was approved and issued by the City Council of the City of Lemoore at its regular meeting of \_\_\_\_\_, 2011.

City of Lemoore

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Public Works Director

**Exhibit A**

**Leprino Foods Company Wastewater Treatment Plan Effluent  
Permitted Discharge Characteristics and Monitoring Frequency <sup>(b)(c)</sup>  
Outfall No. 1 (Discharge to Effluent Outfall)**

<b>Sample Constituent / Parameter</b>	<b>Units</b>	<b>30 Day Average</b>	<b>Daily Maximum</b>	<b>Sample Type <sup>(d)</sup></b>	<b>Sample Frequency</b>
Flow	MGD	2.5 <sup>2</sup>	2.75 <sup>3</sup>	Totalized Flow	Continuous
Biochemical Oxygen Demand <sup>(e)</sup>	mg/L	Measure	Measure	24 hour proportional Composite	Weekly
BOD <sub>c</sub>	mg/L	—	—	Calculate from COD	Daily
Chemical Oxygen Demand (COD)	mg/L	190	380	24 hour proportional Composite	Daily
Total Suspended Solids <sup>(e)</sup>	mg/L	40	80	24 hour proportional Composite	Daily
Electrical Conductivity (E <sub>c</sub> )	µmhos/cm	Measure	Measure	Grab	Daily
Ammonia as N <sup>(a)</sup>	mg/L	3	8	Grab	Daily
Nitrate as N <sup>(a)</sup>	mg/L	15	25	Grab	Daily
Nitrite as N <sup>(a)</sup>	mg/L	—	3	Grab	Daily
Total Kjeldal Nitrogen (TKN)	mg/L	8	16	Grab	Weekly
pH	Units	6.0-9.0	6.0-9.0	Grab	Daily
Dissolved Oxygen	mg/L	1.0	—	Grab	Daily/before 9 am
Sodium Adsorption Ratio		12 (only applies if City > 9)	—	Grab	Weekly
MRP R5-2003-0807 (Exhibit B)	—	—	—	—	Report within 24 hours
<p>(a) Hach kit results acceptable for non-MRP sampling.                      (b) Frequencies may be reduced, at the discretion of the Public Works Director, once a clear pattern is established.                      (c) Data to be reported via electronic data file within 24 hours of receipt of each test result.                      (d) Discharger (Leprino Foods Company) to note test method with report.                      (e) Limit is based on expected limits that City will receive from RWQCB. If City receives a higher limit, these limits will be increased to match the City's permit limits for B.O.D. and TSS.</p>					

<sup>2</sup> Flow limit applicable for 2 years from effective date of permit, but will be increased immediately upon approval of increased flow limits from RWQCB in accordance with "Discharge Quantity" section of permit.

**Exhibit B**

**California Regional Water Quality Control Board, Central Valley Region Monitoring  
and Reporting Program Order No. R5-2003-0807**

**DISCHARGER (LEPRINO FOODS COMPANY) EFFLUENT MONITORING**

**Discharger shall provide the City of Lemoore a copy of Discharger's Monthly  
Effluent Monitoring Report.**

**Exhibit C**

**Schedule of Charges For Emergency Discharges**

Cost per pound of B.O.D.: \$.47