



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Land Lease at White Slough Water Pollution Control Facility (270 Acres)

MEETING DATE: October 16, 1996

PREPARED BY: Public Works Director

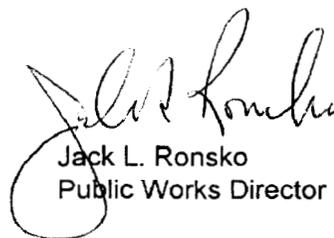
RECOMMENDED ACTION: That the City Council adopt the attached resolution leasing land to Bechthold-Kirschenman Farms, for 270 acres at the White Slough Water Pollution Control Facility (WSWPCF), until April 15, 1997 with an option to continue the lease of 220 acres to October 15, 1997.

BACKGROUND INFORMATION: The 270 acres of WSWPCF property is the acreage being evaluated by the California Youth Soccer Association (CYSA). Since CYSA is still evaluating the possible use of this property, it is felt to be in the City's best interest to continue to lease the property for farming operations.

Bechthold-Kirschenman Farms, which currently is farming land at WSWPCF, is interested in dry farming (wheat and oats) the full 270 acres at the current rate of \$140 per acre per month. This would provide the sewer utility with approximately \$18,900 in rental fees. Bechthold-Kirschenman Farms is also interested in wet farming (corn) 220 acres of this property from April 16 to October 17. It is proposed that the lease of the 220 acres be done under an option in the lease agreement which would be implemented by staff if CYSA is not in a position to use the property during that time period.

Attached is a memo dated October 1, 1996 from the Water/Wastewater Superintendent outlining additional details with respect to this lease extension.

FUNDING: Not applicable.

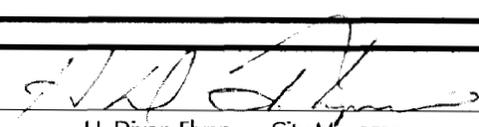

Jack L. Ronsko
Public Works Director

JLR/lm

Attachments

cc: City Attorney
Water/Wastewater Superintendent
Bechthold-Kirschenman Farms

APPROVED: _____


H. Dixon Flynn -- City Manager



MEMORANDUM, City of Lodi, Public Works Department

To: Public Works Director
From: Water/Wastewater Superintendent
Date: October 1, 1996
Subject: One-Year Lease for Acreage at White Slough (Short-Term)

Due to the lack of any commitment from California Youth Soccer Association (CYSA), you requested we pursue a short-term, 1-year lease with our existing agricultural tenants. Bechthold & Kirschenman Farms and Lima Farms were contacted.

Bechthold & Kirschenman Farms is desirous of continuing the 220-acre parcel lease for a six-month period at the same rate as their current temporary lease. Additionally, a second six-month period at the same rate for the full 270 acres has been requested.

270 Acres Cost (Wheat and Oats)	220 Acres Cost (Corn)
October 15, 1996 - April 15, 1997	April 16, 1997 - October 15, 1997
$\$140 \times 270 \text{ acres} \times 6/12 = \$18,900$	$\$140 \times 220 \text{ acres} \times 6/12 = \$15,400$

\$18,900 + \$15,400 = \$34,300 TOTAL

This is significantly higher than last year which returned a total dollar value of \$19,600. This is primarily due to leasing the total acreage (270 acres) for six months while dry farming and 6 months of 220 acres in corn. Approximately 50 acres is not economically feasible for irrigation of the corn with well water or Delta waters. This acreage would be excluded in the second lease period and lie fallow.

Time is critical and if a quick decision can be received from City Council, this venture could be profitable for the Wastewater Utility.

If you have any questions or need additional information, contact me or Del Kerlin.

Fran E. Forkas
Water/Wastewater Superintendent

FEF/dsg

cc: Mr. Al Bechthold, Bechthold-Kirshenman Farms
Assistant Wastewater Treatment Superintendent

CITY COUNCIL

DAVID P. WARNER, Mayor
PHILLIP A. PENNINO
Mayor Pro Tempore
RAY G. DAVENPORT
STEPHEN J. MANN
JACK A. SIEGLOCK

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
FAX (209) 333-6710

H. DIXON FLYNN
City Manager
JENNIFER M. PERRIN
City Clerk
RANDALL A. HAYS
City Attorney

October 10, 1996

Bechthold-Kirschenman Farms
13145 N. Lower Sacramento Rd.
Lodi, CA 95242

SUBJECT: Land Lease at White Slough Water Pollution Control Facility (270 Acres)

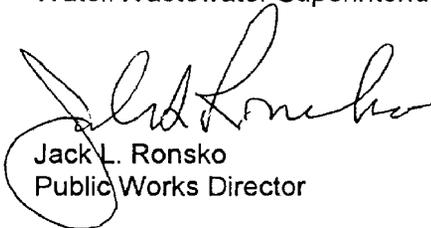
Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, October 16, 1996, at 7 p.m. The meeting will be held in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to the City Clerk at 221 West Pine Street.

If you wish to address the Council at the Council meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Jennifer Perrin, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Fran Forkas, Water/Wastewater Superintendent, at (209) 333-6740.



Jack L. Ronsko
Public Works Director

JLR/lm

Enclosure

cc: City Clerk
Water/Wastewater Superintendent

RESOLUTION NO. 96-151

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE EXTENSION OF THE LAND LEASE AT
WHITE SLOUGH FOR 270 ACRES

=====

BE IT RESOLVED, that the Lodi City Council does hereby approve the land lease with Bechthold-Kirschenman Farms for 270 acres at the White Slough Water Pollution Control Facility, effective October 15, 1996 and terminating April 15, 1997 with an option period of an additional six (6) months.

Dated: October 16, 1996

=====

I hereby certify that Resolution No. 96-151 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 16, 1996, by the following vote:

AYES: COUNCIL MEMBERS - Davenport, Mann, Pennino, Sieglock and Warner (Mayor)

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - None

ABSTAIN: COUNCIL MEMBERS - None


JENNIFER M. PERRIN
City Clerk

L E A S E

THIS LEASE, made and entered into this 15th day of October, 1996, by and between the CITY OF LODI, a municipal corporation, hereinafter called Lessor, and BECHTHOLD-KIRSCHENMAN FARMS, hereinafter called Lessee.

This lease supersedes the lease entered into between the parties heretofore on October 6, 1993, in its entirety.

WITNESSETH:

1. **PROPERTIES:** That for and in consideration of the rents to be paid, and the covenants to be faithfully kept and performed by said Lessee, said Lessee does hereby lease, hire, and take from said Lessor, those certain properties described as follows:

Those certain properties described in Exhibit A attached hereto, and by this reference made a part hereof. Maximum amount of property to be leased totals 270 acres.

2. **TERM:** The term of this Lease shall be for a period of six (6) months, commencing October 15, 1996, and terminating at midnight on April 15, 1997. An option period of an additional six (6) months commencing April 15, 1997 and terminating at midnight on October 15, 1997 is hereby granted. Said option period shall be available upon notice by Lessor given at least thirty (30) days in advance of the beginning of the option period.
3. **RENT:** In consideration of said Lease, Lessee agrees to pay to Lessor as rent for the demised premises, the following amounts:

<u>October 15, 1996 - April 15, 1997</u>	<u>April 16, 1997 - October 15, 1997</u>
\$ 18,900	\$ 15,400
270 Acres	220 Acres

Rent to be paid monthly, quarterly or annually, in advance. If rent is paid annually in advance, a 2% discount on the annual rent can be taken. Rental payments shall be made before the first day of the month or quarter and shall be directed to the Public Works Department, 221 West Pine Street, P. O. Box 3006, Lodi, California, 95241-1910, for processing and shall be paid without prior notice or demand.

4. **USE:** The properties shall be used solely for the purpose of pasturing beef cattle or growing, cultivating, fertilizing, irrigating, and harvesting of agricultural crops. During the term of this Lease, and any extension thereof, it is understood and agreed by the parties hereto that Lessee shall be required to accept industrial wastewater, treated domestic effluent, and domestic sludges from City's White Slough Water Pollution Control Facility. Lessor will make available all excess domestic effluent, at no cost to the Lessee.

It is further understood and agreed by Lessee that Lessee must comply with all present and future laws, ordinances, rules, and regulations promulgated by any governmental authority of competent jurisdiction regulating the type of crops that can be grown on the properties during the lease term and any extension thereof. Lessee accepts the properties with the full understanding that the California Department of Health Services regulations (Title 22, Division 4), copy attached as Exhibit B, will limit Lessee to growing only fodder, fiber, or seed crops once wastewater and/or sludges are discharged on the properties. Further, Lessee shall be permitted to use the properties for any use consistent with the terms of the within Lease and those uses permitted by all governmental authorities, including, but not limited to, the California

Department of Health Services. Further, Lessee agrees to manage the irrigation of the properties with industrial wastewater, treated domestic effluent, and sludges from the White Slough Facility in such a manner that it will not allow the discharge of any runoff to White Slough or adjacent private or public property, and meet all regulations imposed by all governmental authorities having proper jurisdiction, including, but not limited to, the Central Valley Regional Water Quality Control Board. Lessee shall use and occupy said premises in a quiet, lawful, and orderly manner. Lessor and Lessee further agree that they shall permit no hunting, fishing, or public access to any part of the properties, including Lessee.

5. **AVAILABILITY OF LESSEE:** Because of the type of operation of the White Slough Water Pollution Control Facility, it is imperative that Lessee or a representative be readily available in case plant personnel must change any plant operation. Lessee shall be responsible for keeping the City Public Works Department advised of a current telephone number and contact person.
6. **REMEDIES ON DEFAULT:** Should Lessee fail to pay any part of the rents herein specified at the times or in the manner herein provided, or fail to comply with or perform any other of the terms and provisions of this Lease on the part of Lessee to be performed or complied with, then, and in that event, Lessor may exercise any and all remedies provided by law or equity by reason of such default, including the right, at Lessor's option, of terminating this Lease. In any of such events, Lessor shall be entitled to the immediate possession of said leased premises, and, at its option, may enter into and upon said premises without notice to Lessee and exclude Lessee and all persons and all property therefrom, and by process of law or otherwise take and resume possession of said premises. Each and all of Lessor's remedies shall be construed as cumulative and no one of them as exclusive of the other or as exclusive of any remedy provided by law or equity.
7. **RELATIONSHIP OF PARTIES:** It is understood and agreed that the relationship between the parties is that of landlord and tenant and not as a party or agent of Lessor. Lessee, or its subtenant, shall carry Worker's Compensation Insurance and observe all laws and regulations applicable to employers.
8. **DITCH, ROAD, AND PROPERTY MAINTENANCE:** Lessee shall maintain and pay all costs of maintaining the irrigation lines, ditches, fences, and all access roads located on the properties. Lessee, at its sole cost and expense, shall provide an adequate drainage system and agrees to cause to be cleaned within a reasonable time, when requested by Lessor to do so, the drainage ditches and facilities located on the properties. Lessee shall further be responsible, at its sole cost and expense, for maintaining and repairing all improvements located on the properties, including, but not limited to, wells, canals, drainage ditches, and other improvements of any nature whatsoever located on the demised premises.
9. **FLOOD RISK:** Tenant acknowledges that he is fully acquainted with the demised premises, all facilities affecting the demised premises, and the possibility that the leased premises could be flooded from many causes including, without limitation, the following:
 - A. Levee overtopping and levee failure due to natural causes such as winds, tides, barometric pressure changes, rainfall or its runoff, earthquakes, levee settlement, and rodents.
 - B. Levee overtopping and levee failure due to man-related causes including negligence of Lessor, any reclamation district or improper levee maintenance, flood fighting and/or patrol, dredging, water releases, obstruction of water flows, and water diversions.
 - C. Failure of the drainage system due to natural or man-related causes including negligence of Lessor, any reclamation district, and other governmental agency.

D. Failure to construct, repair, maintain, or operate levees, drainage, or irrigation facilities, or other facilities, whether due to limited funding or otherwise.

Tenant hereby expressly assumes the risk of damage arising out of the above and hereby waives the right (including the right on the part of any insurer through subrogation) to make any claim pertaining to the same as against the State of California, the United States, all reclamation districts, the counties, all other agencies of government, and Lessor and their officers, agents, and employees.

10. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign, encumber, convey, or otherwise hypothecate this Lease, in whole or any part, without first obtaining the written consent of Lessor. Lessee shall be permitted to sublet the properties to a responsible person, firm, or corporation, but any such subletting or use by another person, firm, or corporation shall in no way release Lessee from the obligation, conditions, and terms of this Lease. Lessor shall furnish in writing to Lessor the name of any subtenant, and any sublease entered into by Lessee shall incorporate the terms, provisions, and conditions of this Lease.
11. **ENTRY BY LESSOR:** Lessor shall have the right at all reasonable times during the term of this Lease to enter said leased premises for the purpose of examining or inspecting the same.
12. **REPAIRS:** Lessee shall be solely responsible for all repairs to the properties. Lessee shall notify Lessor, in writing, of any alterations or additions to the leased premises and major alternations or any alternation that would interfere with Lessor's wastewater discharges on the leased premises shall be first approved by Lessor before the same is made. All alterations, additions, or improvements made in, to, or on the demised premises shall, immediately upon the installation thereof, become and be the property of the Lessor and shall remain upon and be surrendered with the premises.
13. **SURRENDER OF PREMISES:** Lessee shall, at the termination of the term hereby created, or upon the earlier termination hereof for any reason, or upon the extension of the term herein set forth, quit and surrender said premises in good order, condition, and repair, reasonable wear and tear and acts of God or fire excepted.
14. **FEES:** Lessee shall pay all license fees, or other fees or taxes, levied by any governmental agency which may be imposed upon the business of Lessee or its subtenant conducted upon the premises.

If any of the above charges are assessed against the real property, and because of said assessment, the Lessor pays the same, which Lessor will have the right to do regardless of the validity of any such levy, the Lessee, upon demand, will repay to the Lessor all taxes and other assessments so levied against the Lessor which are due by the Lessee.
15. **UTILITIES:** Lessee agrees to pay, during the term hereof, all utilities of any nature whatsoever used upon said leased premises except for the run-off collection system located on the property.
16. **WASTE:** Lessee shall not maintain or commit, nor suffer to be maintained or committed, any nuisance or waste in or about said leased premises, nor do or permit anything to be done in or about said premises, nor keep anything therein, which will in any way conflict with any law, ordinance, rule, or regulation affecting the occupancy and use of said premises, which have been or may hereafter be, enacted or promulgated by any public authority.
17. **MECHANIC'S LIEN:** Lessee agrees to keep said premises free from all liens and claims of mechanics, laborers, material suppliers, and others for work done, and material furnished, and Lessee shall not create, or suffer to be created, any lien or encumbrance on said premises.

18. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. Lessee agrees to indemnify and save harmless Lessor from and against all claims of whatever nature arising from any act, omission, or negligence of Lessee or Lessee's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused any person, or to the property of any person, occurring during the term thereof, in or about the demised premises where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Lessee or Lessee's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs and expenses, including attorney's fees incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof.

Lessee agrees to maintain in full force during the term hereof a policy of public liability insurance under which Lessee is named as insured, and containing an additional named insured endorsement naming Lessor as an additional insured, and under which the insurer agrees to indemnify and hold Lessee and Lessor harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the demised premises, where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Lessee, or Lessee's agents or employees. The minimum limits of such insurance shall be \$1,000,00.00 (One Million Dollars). In addition to the additional named insured endorsement on Lessor's policy of insurance, said insurance policy shall be endorsed to include the following language:

Insurance as is afforded by the endorsement for additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

A duplicate or certificate of said public liability and property damage insurance policy containing the above-stated required endorsements shall be delivered to Lessor within ten (10) days after the issuance and each renewal of said policy. This paragraph, and all other provisions of this Lease, shall apply and be construed as applying to any subtenant of Lessee.

19. BANKRUPTCY, RECEIVERSHIP, AND INSOLVENCY: If Lessee should make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or permit a receiver to be appointed to take possession of a substantial portion of its assets or of this leasehold, and such bankruptcy, insolvency, or receivership proceeding shall not be dismissed within ninety (90) days, then Lessor may, without notice or demand, terminate this Lease and forthwith reenter and repossess the properties, and remove all persons therefrom, and under no circumstances shall this Lease be assignable or transferable by operation of law.
20. EMINENT DOMAIN: If the whole or any portion of the premises here by leased shall be taken by any public authority under the power of eminent domain, whether by negotiation or otherwise, then the term of this Lease shall cease as of the date possession is taken by such authority as to that portion taken, and the rental thereafter due or payable shall be reduced for the portion taken at the rental rate per acre then in effect. All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the leased premises, shall be the property of Lessor. Provided, however, that Lessor shall not be entitled to any award made to Lessee for loss of business, business leasehold improvements, and crops.
21. ATTORNEY'S FEES: In each suit brought for the recovery of any rent due hereunder, or for the recovery of the possession of said demised premises, or for the breach, or to restrain the breach, of any of the terms, conditions, or covenants of this Lease, the prevailing party shall be

entitled to a reasonable sum as and for attorney's fees therein, the amount of which shall be determined by the court in such suit and added to and become a part of the judgment therein.

22. **WAIVER:** Failure of Lessor to insist upon performance of any of the terms or conditions of this Lease in any one or more instances shall in no event be construed as a waiver or a relinquishment of its right to future performance thereof, and Lessee's obligations to such future performance shall continue in full force and effect. The receipt by Lessor of rent, with the knowledge of the breach of any agreement or condition hereof, shall not be determined to be a waiver of any such breach.
23. **ACCEPTANCE OF LEASEHOLD ESTATE:** Lessee has examined the leased premises, knows the conditions thereof, and accepts possession thereof in their condition.
24. **TERMINATION OF LEASE:**
 - A. By Lessee. Lessee shall be permitted to terminate this Lease at its option in the event governmental laws, rules, or regulations, including, but not limited to, those promulgated by the California Department of Health Services, prohibit the growing of any crop on the properties. In the event Lessee terminates this Lease as provided above, rent shall be prorated to the date of termination.

Lessee shall also be permitted to terminate this Lease for any reason whatever if written notice is given to Lessor six (6) months prior to the end of any individual year covered under this lease. Lessee shall be responsible for all rents due for the entire calendar year in which such notice is given.
 - B. By Lessor. Lessor may terminate this lease if it determines, in its sole discretion, that the demised premises are necessary for any City function or any other purpose approved by the City Council. In such cases, the Lessor shall give to the Lessee six (6) months' written notice thereof, and rent shall be prorated.
25. **CONTRACT:** This written agreement constitutes the entire contract between the Lessee and Lessor, and no representation or agreement, unless expressed herein, shall be binding on the Lessor or Lessee.
26. **ACCESS:** Lessee shall be permitted reasonable access over adjacent City property owned by Lessor for ingress and egress purposes.
27. **BINDING ON HEIRS:** This Lease shall include and inure to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto, but nothing in this paragraph contained shall be construed to modify or impair in any manner any of the provisions and restrictions of this Lease relating to the assignment of this Lease, or of any interest therein, or to the subletting or underletting of said leased premises or any part thereof.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease on the date and year first above written.

CITY OF LODI, a municipal corporation
hereinabove called "Lessor"

BECHTHOLD-KIRSCHENMAN FARMS
hereinabove called "Lessee"

By _____
H. DIXON FLYNN, City Manager

By _____
ALFRED B. BECHTHOLD

Attest:

JOHN KIRSCHENMAN

JENNIFER M. PERRIN, City Clerk

Approved as to Form:

RANDALL A. HAYS, City Attorney

CHAPTER 3. RECLAMATION CRITERIA

Article 1. Definitions

60001. Definitions. (a) Reclaimed Water. Reclaimed water means water which, as a result of treatment of domestic wastewater, is suitable for a direct beneficial use or a controlled use that would not otherwise occur.

(b) Reclamation Plant. Reclamation plant means an arrangement of devices, structures, equipment, processes and controls which produce a reclaimed water suitable for the intended reuse.

(c) Regulatory Agency. Regulatory agency means the California Regional Water Quality Control Board in whose jurisdiction the reclamation plant is located.

(d) Direct Beneficial Use. Direct beneficial use means the use of reclaimed water which has been transported from the point of production to the point of use without an intervening discharge to waters of the State.

(e) Food Crops. Food crops mean any crops intended for human consumption.

(f) Spray Irrigation. Spray irrigation means application of reclaimed water to crops by spraying it from orifices in piping.

(g) Surface Irrigation. Surface irrigation means application of reclaimed water by means other than spraying such that contact between the edible portion of any food crop and reclaimed water is prevented.

(h) Restricted Recreational Impoundment. A restricted recreational impoundment is a body of reclaimed water in which recreation is limited to fishing, boating, and other non-body-contact water recreation activities.

(i) Nonrestricted Recreational Impoundment. A nonrestricted recreational impoundment is an impoundment of reclaimed water in which no limitations are imposed on body-contact water sport activities.

(j) Landscape Impoundment. A landscape impoundment is a body of reclaimed water which is used for aesthetic enjoyment or which otherwise serves a function not intended to include public contact.

(k) Approved Laboratory Methods. Approved laboratory methods are those specified in the latest edition of "Standard Methods for the Examination of Water and Wastewater", prepared and published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation and which are conducted in laboratories approved by the State Department of Health.

(l) Unit Process. Unit process means an individual stage in the wastewater treatment sequence which performs a major single treatment operation.

(m) **Primary Effluent.** Primary effluent is the effluent from a wastewater treatment process which provides removal of sewage solids so that it contains not more than 0.5 milliliter per liter per hour of settleable solids as determined by an approved laboratory method.

(n) **Oxidized Wastewater.** Oxidized wastewater means wastewater in which the organic matter has been stabilized, is nonputrescible, and contains dissolved oxygen.

(o) **Biological Treatment.** Biological treatment means methods of wastewater treatment in which bacterial or biochemical action is intensified as a means of producing an oxidized wastewater.

(p) **Secondary Sedimentation.** Secondary sedimentation means the removal by gravity of settleable solids remaining in the effluent after the biological treatment process.

(q) **Coagulated Wastewater.** Coagulated wastewater means oxidized wastewater in which colloidal and finely divided suspended matter have been destabilized and agglomerated by the addition of suitable flocc-forming chemicals or by an equally effective method.

(r) **Filtered Wastewater.** Filtered wastewater means an oxidized, coagulated, clarified wastewater which has been passed through natural undisturbed soils or filter media, such as sand or diatomaceous earth, so that the turbidity as determined by an approved laboratory method does not exceed an average operating turbidity of 2 turbidity units and does not exceed 5 turbidity units more than 5 percent of the time during any 24-hour period.

(s) **Disinfected Wastewater.** Disinfected wastewater means wastewater in which the pathogenic organisms have been destroyed by chemical, physical or biological means.

(t) **Multiple Units.** Multiple units means two or more units of a treatment process which operate in parallel and serve the same function.

(u) **Standby Unit Process.** A standby unit process is an alternate unit process or an equivalent alternative process which is maintained in operable condition and which is capable of providing comparable treatment for the entire design flow of the unit for which it is a substitute.

(v) **Power Source.** Power source means a source of supplying energy to operate unit processes.

(w) **Standby Power Source.** Standby power source means an automatically actuated self-starting alternate energy source maintained in immediately operable condition and of sufficient capacity to provide necessary service during failure of the normal power supply.

(x) **Standby Replacement Equipment.** Standby replacement equipment means reserve parts and equipment to replace broken-down or worn-out units which can be placed in operation within a 24-hour period.

(y) **Standby Chlorinator.** A standby chlorinator means a duplicate chlorinator for reclamation plants having one chlorinator and a duplicate of the largest unit for plants having multiple chlorinator units.

(z) **Multiple Point Chlorination.** Multiple point chlorination means that chlorine will be applied simultaneously at the reclamation plant and at subsequent chlorination stations located at the use area and/or some intermediate point. It does not include chlorine application for odor control purposes.

(aa) **Alarm.** Alarm means an instrument or device which continuously monitors a specific function of a treatment process and automatically gives warning of an unsafe or undesirable condition by means of visual and audible signals.

(bb) **Person.** Person also includes any private entity, city, county, district, the State or any department or agency thereof.

NOTE: Authority cited: Section 206, Health and Safety Code and Section 13521, Water Code. Reference: Section 13521, Water Code.

History: 1. New Chapter 4 (§§ 60001-60057, not consecutive) filed 4-1-75; effective thirtieth day thereafter (Register 75, No. 14).

2. Re numbering of Chapter 4 (Sections 60001-60057, not consecutive) to Chapter 3 (Sections 60001-60057, not consecutive), filed 10-14-77; effective thirtieth day thereafter (Register 77, No. 42).

Article 2. Irrigation of Food Crops

60001. **Spray Irrigation.** Reclaimed water used for the spray irrigation of food crops shall be at all times an adequately disinfected, oxidized, coagulated, clarified, filtered wastewater. The wastewater shall be considered adequately disinfected if at some location in the treatment process the median number of coliform organisms does not exceed 2.2 per 100 milliliters and the number of coliform organisms does not exceed 23 per 100 milliliters in more than one sample within any 30-day period. The median value shall be determined from the bacteriological results of the last 7 days for which analyses have been completed.

60005. **Surface Irrigation.** (a) Reclaimed water used for surface irrigation of food crops shall be at all times an adequately disinfected, oxidized wastewater. The wastewater shall be considered adequately disinfected if at some location in the treatment process the median number of coliform organisms does not exceed 2.2 per 100 milliliters, as determined from the bacteriological results of the last 7 days for which analyses have been completed.

(b) Orchards and vineyards may be surface irrigated with reclaimed water that has the quality at least equivalent to that of primary effluent provided that no fruit is harvested that has come in contact with the irrigating water or the ground.

60007. **Exceptions.** Exceptions to the quality requirements for reclaimed water used for irrigation of food crops may be considered by the State Department of Health on an individual case basis where the reclaimed water is to be used to irrigate a food crop which must undergo extensive commercial, physical or chemical processing sufficient to destroy pathogenic agents before it is suitable for human consumption.

Article 3. Irrigation of Fodder, Fiber, and Seed Crops

60309. Fodder, Fiber, and Seed Crops. Reclaimed water used for the surface or spray irrigation of fodder, fiber, and seed crops shall have a level of quality no less than that of primary effluent.

60311. Pasture for Milking Animals. Reclaimed water used for the irrigation of pasture to which milking cows or goats have access shall be at all times an adequately disinfected, oxidized wastewater. 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 per 100 milliliters, as determined from the bacteriological results of the last 7 days for which analyses have been completed.

Article 4. Landscape Irrigation

60313. Landscape Irrigation. (a) Reclaimed water used for the irrigation of golf courses, cemeteries, freeway landscapes, and landscapes in other areas where the public has similar access or exposure shall be at all times an adequately disinfected, oxidized wastewater. The wastewater shall be considered adequately disinfected if the median number of coliform organisms in the effluent does not exceed 23 per 100 milliliters, as determined from the bacteriological results of the last 7 days for which analyses have been completed, and the number of coliform organisms does not exceed 240 per 100 milliliters in any two consecutive samples.

(b) Reclaimed water used for the irrigation of parks, playgrounds, schoolyards, and other areas where the public has similar access or exposure shall be at all times an adequately disinfected, oxidized, coagulated, clarified, filtered wastewater or a wastewater treated by a sequence of unit processes that will assure an equivalent degree of treatment and reliability. The wastewater shall be considered adequately disinfected if the median number of coliform organisms in the effluent does not exceed 2.2 per 100 milliliters, as determined from the bacteriological results of the last 7 days for which analyses have been completed, and the number of coliform organisms does not exceed 23 per 100 milliliters in any sample.

NOTE: Authority cited: Section 208, Health and Safety Code and Section 13621, Water Code. Reference: Section 13520, Water Code.

History: 1. Amendment Filed 9-23-78; effective thirtieth day thereafter (Register 78, No. 38).

Article 5. Recreational Impoundments

60315. Nonrestricted Recreational Impoundment. Reclaimed water used as a source of supply in a nonrestricted recreational impoundment shall be at all times an adequately disinfected, oxidized, coagulated, clarified, filtered wastewater. The wastewater shall be considered adequately disinfected if at some location in the treatment process the median number of coliform organisms does not exceed 2.2 per 100 milliliters and the number of coliform organisms does not exceed 23 per 100 milliliters in more than one sample within any 30-day period. The median value shall be determined from the bacteriological results of the last 7 days for which analyses have been completed.

60317. Restricted Recreational Impoundment.

Reclaimed water used as a source of supply in a restricted recreational impoundment shall be at all times an adequately disinfected, oxidized wastewater. 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 per 100 milliliters, as determined from the bacteriological results of the last 7 days for which analyses have been completed.

60319. Landscape Impoundment.

Reclaimed water used as a source of supply in a landscape impoundment shall be at all times an adequately disinfected, oxidized wastewater. 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 per 100 milliliters, as determined from the bacteriological results of the last 7 days for which analyses have been completed.

Article 5.1. Groundwater Recharge

60320. Groundwater Recharge.

(a) Reclaimed water used for groundwater recharge of domestic water supply aquifers by surface spreading shall be at all times of a quality that fully protects public health. The State Department of Health Services' recommendations to the Regional Water Quality Control Boards for proposed groundwater recharge projects and for expansion of existing projects will be made on an individual case basis where the use of reclaimed water involves a potential risk to public health.

(b) The State Department of Health Services' recommendations will be based on all relevant aspects of each project, including the following factors: treatment provided; effluent quality and quantity; spreading area operations; soil characteristics; hydrogeology; residence time; and distance to withdrawal.

(c) The State Department of Health Services will hold a public hearing prior to making the final determination regarding the public health aspects of each groundwater recharge project. Final recommendations will be submitted to the Regional Water Quality Control Board in an expeditious manner.

NOTE: Authority cited: Section 208, Health and Safety Code; and Section 13521, Water Code. Reference: Sections 13520 and 13521, Water Code.

HISTORY:

1. New Article 5.1 (Section 60320) filed 9-22-78; effective thirtieth day thereafter (Register 78, No. 38).
2. Editorial correction of NOTE filed 12-3-84 (Register 84, No. 49).

Article 5.5. Other Methods of Treatment

60320.5. Other Methods of Treatment.

Methods of treatment other than those included in this chapter and their reliability features may be accepted if the applicant demonstrates to the satisfaction of the State Department of Health that the methods of treatment and reliability features will assure an equal degree of treatment and reliability.

NOTE: Authority cited: Section 208, Health and Safety Code; and Section 13521, Water Code. Reference: Section 13520, Water Code.

HISTORY:

1. Renumbering of Article 11 (Section 60357) to Article 5.5 (Section 60320.5) filed 9-22-78; effective thirtieth day thereafter (Register 78, No. 38).

Article 6. Sampling and Analysis

60321. Sampling and Analysis.

(a) Samples for settleable solids and coliform bacteria, where required, shall be collected at least daily and at a time when wastewater characteristics are most demanding on the treatment facilities and disinfection procedures. Turbidity analysis, where required, shall be performed by a continuous recording turbidimeter.

(b) For uses requiring a level of quality no greater than that of primary effluent, samples shall be analyzed by an approved laboratory method of settleable solids.

(c) For uses requiring an adequately disinfected, oxidized wastewater, samples shall be analyzed by an approved laboratory method for coliform bacteria content.

(d) For uses requiring an adequately disinfected, oxidized, coagulated, clarified, filtered wastewater, samples shall be analyzed by approved laboratory methods for turbidity and coliform bacteria content.

Article 7. Engineering Report and Operational Requirements

60323. Engineering Report.

(a) No person shall produce or supply reclaimed water for direct reuse from a proposed water reclamation plant unless he files an engineering report.

(b) The report shall be prepared by a properly qualified engineer registered in California and experienced in the field of wastewater treatment, and shall contain a description of the design of the proposed reclamation system. The report shall clearly indicate the means for compliance with these regulations and any other features specified by the regulatory agency.

(c) The report shall contain a contingency plan which will assure that no untreated or inadequately-treated wastewater will be delivered to the use area.

60325. Personnel.

(a) Each reclamation plant shall be provided with a sufficient number of qualified personnel to operate the facility effectively so as to achieve the required level of treatment at all times.

(b) Qualified personnel shall be those meeting requirements established pursuant to Chapter 9 (commencing with Section 13625) of the Water Code.

NOTE: Authority cited: Section 208, Health and Safety Code; and Section 13521, Water Code. Reference: Sections 13520 and 13521, Water Code.

HISTORY:

1. New NOTE filed 12-3-84 (Register 84, No. 49).

60327. Maintenance.

A preventive maintenance program shall be provided at each reclamation plant to ensure that all equipment is kept in a reliable operating condition.

NOTE: Authority cited: Section 208, Health and Safety Code; and Section 13521, Water Code. Reference: Sections 13520 and 13521, Water Code.

HISTORY:

1. New NOTE filed 12-3-84 (Register 84, No. 49).

60329. Operating Records and Reports.

(a) Operating records shall be maintained at the reclamation plant or a central depository within the operating agency. These shall include: all analyses specified in the reclamation criteria; records of operational problems, plant and equipment breakdowns, and diversions to emergency storage or disposal; all corrective or preventive action taken.

(b) Process or equipment failures triggering an alarm shall be recorded and maintained as a separate record file. The recorded information shall include the time and cause of failure and corrective action taken.

(c) A monthly summary of operating records as specified under (a) of this section shall be filed monthly with the regulatory agency.

(d) Any discharge of untreated or partially treated wastewater to the use area, and the cessation of same, shall be reported immediately by telephone to the regulatory agency, the State Department of Health, and the local health officer.

NOTE: Authority cited: Section 208, Health and Safety Code; and Section 13521, Water Code. Reference: Sections 13520 and 13521, Water Code.

HISTORY:

1. New NOTE filed 12-3-84 (Register 84, No. 49).

60331. Bypass.

There shall be no bypassing of untreated or partially treated wastewater from the reclamation plant or any intermediate unit processes to the point of use.

NOTE: Authority cited: Section 208, Health and Safety Code; and Section 13521, Water Code. Reference: Sections 13520 and 13521, Water Code.

HISTORY:

1. New NOTE filed 12-3-84 (Register 84, No. 49).

Article 8. General Requirements of Design

60333. Flexibility of Design.

The design of process piping, equipment arrangement, and unit structures in the reclamation plant must allow for efficiency and convenience in operation and maintenance and provide flexibility of operation to permit the highest possible degree of treatment to be obtained under varying circumstances.

60335. Alarms.

(a) Alarm devices required for various unit processes as specified in other sections of these regulations shall be installed to provide warning of:

- (1) Loss of power from the normal power supply.
- (2) Failure of a biological treatment process.
- (3) Failure of a disinfection process.
- (4) Failure of a coagulation process.
- (5) Failure of a filtration process.

(6) Any other specific process failure for which warning is required by the regulatory agency.

(b) All required alarm devices shall be independent of the normal power supply of the reclamation plant.

(c) The person to be warned shall be the plant operator, superintendent, or any other responsible person designated by the management of the reclamation plant and capable of taking prompt corrective action.

(d) Individual alarm devices may be connected to a master alarm to sound at a location where it can be conveniently observed by the attendant. In case the reclamation plant is not attended full time, the alarm(s) shall be connected to sound at a police station, fire station or other full-time service unit with which arrangements have been made to alert the person in charge at times that the reclamation plant is unattended.

60337. Power Supply.

The power supply shall be provided with one of the following reliability features:

- (a) Alarm and standby power source.
- (b) Alarm and automatically actuated short-term retention or disposal provisions as specified in Section 60341.
- (c) Automatically actuated long-term storage or disposal provisions as specified in Section 60341.

Article 9. Alternative Reliability Requirements for
Uses Permitting Primary Effluent

60039. Primary Treatment. Reclamation plants producing reclaimed water exclusively for uses for which primary effluent is permitted shall be provided with one of the following reliability features:

- (a) Multiple primary treatment units capable of producing primary effluent with one unit not in operation.
- (b) Long-term storage or disposal provisions as specified in Section 60041.

Article 10. Alternative Reliability Requirements for Uses Requiring
Oxidized, Disinfected Wastewater or Oxidized, Coagulated,
Clarified, Filtered, Disinfected Wastewater

60041. Emergency Storage or Disposal. (a) Where short-term retention or disposal provisions are used as a reliability feature, these shall consist of facilities reserved for the purpose of storing or disposing of untreated or partially treated wastewater for at least a 24-hour period. The facilities shall include all the necessary diversion devices, provisions for odor control, conduits, and pumping and pump back equipment. All of the equipment other than the pump back equipment shall be either independent of the normal power supply or provided with a standby power source.

(b) Where long-term storage or disposal provisions are used as a reliability feature, these shall consist of ponds, reservoirs, percolation areas, downstream sewers leading to other treatment or disposal facilities or any other facilities reserved for the purpose of emergency storage or disposal of untreated or partially treated wastewater. These facilities shall be of sufficient capacity to provide disposal or storage of wastewater for at least 20 days, and shall include all the necessary diversion works, provisions for odor and nuisance control, conduits, and pumping and pump back equipment. All of the equipment other than the pump back equipment shall be either independent of the normal power supply or provided with a standby power source.

(c) Diversion to a less demanding reuse is an acceptable alternative to emergency disposal of partially treated wastewater provided that the quality of the partially treated wastewater is suitable for the less demanding reuse.

(d) Subject to prior approval by the regulatory agency, diversion to a discharge point which requires lesser quality of wastewater is an acceptable alternative to emergency disposal of partially treated wastewater.

(e) Automatically actuated short-term retention or disposal provisions and automatically actuated long-term storage or disposal provisions shall include, in addition to provisions of (a), (b), (c), or (d) of this section, all the necessary sensors, instruments, valves and other devices to enable fully automatic diversion of untreated or partially treated wastewater to approved emergency storage or disposal in the event of failure of a treatment process, and a manual reset to prevent automatic restart until the failure is corrected.

60343. Primary Treatment. All primary treatment unit processes shall be provided with one of the following reliability features:

- (a) Multiple primary treatment units capable of producing primary effluent with one unit not in operation.
- (b) Standby primary treatment unit process.
- (c) Long-term storage or disposal provisions.

60345. Biological Treatment. All biological treatment unit processes shall be provided with one of the following reliability features:

- (a) Alarm and multiple biological treatment units capable of producing oxidized wastewater with one unit not in operation.
- (b) Alarm, short-term retention or disposal provisions, and standby replacement equipment.
- (c) Alarm and long-term storage or disposal provisions.
- (d) Automatically actuated long-term storage or disposal provisions.

60347. Secondary Sedimentation. All secondary sedimentation unit processes shall be provided with one of the following reliability features:

- (a) Multiple sedimentation units capable of treating the entire flow with one unit not in operation.
- (b) Standby sedimentation unit process.
- (c) Long-term storage or disposal provisions.

60349. Coagulation.

(a) All coagulation unit processes shall be provided with the following mandatory features for uninterrupted coagulant feed:

- (1) Standby feeders,
- (2) Adequate chemical storage and conveyance facilities,
- (3) Adequate reserve chemical supply, and
- (4) Automatic dosage control.

(b) All coagulation unit processes shall be provided with one of the following reliability features:

- (1) Alarm and multiple coagulation units capable of treating the entire flow with one unit not in operation;
- (2) Alarm, short-term retention or disposal provisions, and standby replacement equipment;
- (3) Alarm and long-term storage or disposal provisions;
- (4) Automatically actuated long-term storage or disposal provisions, or
- (5) Alarm and standby coagulation process.

60351. Filtration. All filtration unit processes shall be provided with one of the following reliability features:

- (a) Alarm and multiple filter units capable of treating the entire flow with one unit not in operation.
- (b) Alarm, short-term retention or disposal provisions and standby replacement equipment.

- (c) Alarm and long-term storage or disposal provisions.
- (d) Automatically actuated long-term storage or disposal provisions.
- (e) Alarm and standby filtration unit process.

60353. Disinfection.

(a) All disinfection unit processes where chlorine is used as the disinfectant shall be provided with the following features for uninterrupted chlorine feed:

- (1) Standby chlorine supply;
- (2) Manifold systems to connect chlorine cylinders;
- (3) Chlorine scales; and
- (4) Automatic devices for switching to full chlorine cylinders.

Automatic residual control of chlorine dosage, automatic measuring and recording of chlorine residual, and hydraulic performance studies may also be required.

(b) All disinfection unit processes where chlorine is used as the disinfectant shall be provided with one of the following reliability features:

- (1) Alarm and standby chlorinator;
- (2) Alarm, short-term retention or disposal provisions, and standby replacement equipment;
- (3) Alarm and long-term storage or disposal provisions;
- (4) Automatically actuated long-term storage or disposal provisions; or
- (5) Alarm and multiple point chlorination, each with independent power source, separate chlorinator, and separate chlorine supply.

60355. Other Alternatives to Reliability Requirements.

Other alternatives to reliability requirements set forth in Articles 8 to 10 may be accepted if the applicant demonstrates to the satisfaction of the State Department of Health that the proposed alternative will assure an equal degree of reliability.

NOTE: Authority cited: Section 208, Health and Safety Code; and Section 13521, Water Code. Reference: Sections 13520 and 13521, Water Code.

HISTORY:

- 1. New NOTE filed 12-3-84 (Register 84, No. 49).

Article 11. Other Methods of Treatment

60357. Other Methods of Treatment.

NOTE: Authority cited: Section 208, Health and Safety Code and Section 13521, Water Code. Reference: Section 13520, Water Code.

HISTORY:

- 1. Renumbering of Article 11 (Section 60357) to Article 5.3 (Section 60320.5) filed 9-22-78; effective thirtieth day thereafter (Register 78, No. 38.) For history of former Article 11, see Registers 75, No. 14 and 77, No. 42.