

THIRD PARTY PROCESS WASTEWATER AGREEMENT

This agreement is between the Dairy Operator (Process Wastewater Supplier) and the Third Party (Process Wastewater Recipient) that receives process wastewater (lagoon/nutrient water) from the Dairy Operator as identified below.

Dairy Operator (Process Wastewater Supplier) Information:

Dairy Operator _____

Facility Name _____

Physical Address _____

Mailing Address _____

Phone Number _____

Assessor's Parcel Number(s) _____

**Dairy Operator initial here to verify accuracy of this information: _____

Third Party (Process Wastewater Recipient) Information:

Third Party Name _____

Physical Address _____

Mailing Address _____

Phone Number _____

Identification of each area (by Assessor's Parcel Number) where process wastewater will be applied, the acreage, and the crop(s) to be grown:

Assessor's Parcel Number	Acreage	Crop(s) to be Grown

**Third Party initial here to verify accuracy of this information: _____

This agreement specifies the terms of agreement for which the Dairy Operator, as identified above, will supply process wastewater to the Third Party, as identified above, and for which the Third Party will receive process wastewater from the Dairy Operator and apply the process wastewater to the area and for the crops identified in the "Third Party (Process Wastewater Recipient) Information" above.

The Dairy Operator agrees to:

1. Complete a Manure/Process Wastewater Tracking Manifest (Attachment D of Waste Discharge Requirements General Order No. R5-2007-0035 for Existing Milk Cow Dairies) for each transfer (whether by pipeline, truck, or other means) of process wastewater to the Third Party, and
2. Include copies of each Manure/Process Wastewater Tracking Manifest in the Annual Monitoring Report as required in Waste Discharge Requirements General Order No. R5-2007-0035 for Existing Milk Cow Dairies.

**Dairy Operator initial here to acknowledge this requirement. _____

The Third Party agrees to:

1. Use all process wastewater received from the Dairy Operator in the areas and for the crop(s) identified above by the Third Party at agronomic rates appropriate for the crops to be grown.
2. Handle process wastewater carefully and in a manner that prevents runoff to surface waters of any process wastewater, storm water or irrigation supply water that has come into contact with manure or is blended with process wastewater. Special attention is warranted in situations where process wastewater is co-mingled with fresh water to prevent backflow conditions which may result in discharge to surface or ground water.

**Third Party initial here to acknowledge this requirement. _____

The Dairy Operator and the Third Party agree to:

1. Work together to ensure that applications are timely and the delivery system is safe.
2. Send a Notice of Termination to the other party and copied to the Central Valley Regional Water Quality Control Board no less than 60 days in advance of the termination date.

**Dairy Operator initial here to acknowledge this requirement. _____

**Third Party initial here to acknowledge this requirement. _____

Other conditions specific to this agreement are noted below:

Other Conditions:

**Dairy Operator initial here to acknowledge this (these) condition(s). _____

**Third Party initial here to acknowledge this (these) condition(s). _____

Certification Statement:

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Signed by:

(Dairy Operator Signature) (date)

(Third Party Signature) (date)