

CITY OF PROSSER  
Industrial Wastewater User Contract

CONTRACT AMENDMENT

Contracted User: **Mercer Wine Estates**  
**3100 Lee Road**  
**Prosser, WA 99350**

Date: **July 1, 2018**

WHEREAS, the City of Prosser, a municipal corporation, has entered into an Industrial Wastewater User Contract with the above Contracted User; and

WHEREAS, Paragraph 2.9 of the Industrial Wastewater User Contract provides for the allocation of a portion of the capacity of the City's wastewater treatment facilities to the Contracted User in accordance with Schedule A attached to the Contract; and

WHEREAS, the City has been monitoring the Contracted User's discharges to the system, and data are available to determine the magnitude of the allowable discharges to the City; and

WHEREAS, the Contract allows for the adjustment of Contracted Capacity, and adjustments in capacity are reasonable based on additional information collected through metering and monitoring of the industrial discharges from the Contracted User; and

WHEREAS, the City is made improvements to its wastewater treatment plant to increase the capacity.

NOW, THEREFORE, the parties agree to amend the Industrial User Contract as follows:

1. Schedule A, Allowable Wastewater Discharges, referenced in Paragraph 2.9, and attached to the Industrial Wastewater User Contract, shall be replaced with the Updated Schedule A attached hereto.
2. The first sentence of Paragraph 3.1 shall be revised as follows:

A Sewer Availability Fee of \$175.00 per month shall be charged Mercer Wine Estates for the available use of the City's wastewater system, and said Sewer Availability Fee shall be assessed for each month of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment as of the day and year first above written.

CITY OF PROSSER

  
\_\_\_\_\_  
RANDY TAYLOR, MAYOR

ATTEST:

  
\_\_\_\_\_  
RACHEL SHAW, CITY CLERK

CONTRACTED USER

  
\_\_\_\_\_  
DULY AUTHORIZED REPRESENTATIVE

**CITY OF PROSSER**  
**INDUSTRIAL WASTEWATER USER CONTRACT**  
**MERCER WINE ESTATES**  
July 1, 2018

**UPDATED SCHEDULE A**  
**ALLOWABLE WASTEWATER DISCHARGES<sup>3,4</sup>**

<b>Month</b>	<b>Average Daily Flow<sup>1</sup></b> (gallons per day)	<b>Monthly Flow</b> (gallons per month)	<b>Average Daily BOD Loading<sup>1</sup></b> (pounds per day)	<b>Monthly BOD Loading</b> (pounds per month)	<b>Average Daily TSS Loading<sup>1</sup></b> (pounds per day)	<b>Monthly TSS Loading</b> (pounds per month)
January	5,600	173,600	200	6,200	15	465
Peak Quarterly <sup>2</sup>	515,200 gallons		24,400 pounds		1,680 pounds	
February	6,000	168,000	160	4,480	15	420
March	6,000	186,000	160	4,960	15	465
April	6,000	180,000	160	4,800	15	450
Peak Quarterly <sup>2</sup>	534,000 gallons		14,240 pounds		1,335 pounds	
May	4,000	124,000	100	3,100	15	465
June	4,000	120,000	100	3,000	15	450
July	4,000	124,000	100	3,100	15	465
Peak Quarterly <sup>2</sup>	368,000 gallons		9,200 pounds		1,380 pounds	
August	4,000	124,000	250	7,750	21	651
September	9,600	288,000	400	12,000	21	630
October	9,800	303,800	400	12,400	25	775
Peak Quarterly <sup>2</sup>	715,800 gallons		32,150 pounds		2,056 pounds	
November	5,600	168,000	400	12,000	25	750
December	5,600	173,600	200	6,200	15	465

**Footnotes:**

- <sup>1</sup> Average daily discharges are considered to be the maximum discharges for a month expressed in terms of gallons or pounds per day. They represent the average daily loading over the month based on available test data. They do not represent maximum daily discharge limits.
- <sup>2</sup> The Contracted user may exceed the monthly contract allocation so long as the quarterly amount (3-month total) does not exceed the Peak Quarterly amount listed.
- <sup>3</sup> The surcharge provisions found in paragraph 3.6 of the Contract shall apply to discharges exceeding those listed in Schedule A.
- <sup>4</sup> The discharge of toxic substances as described in paragraph 4.1 of the Contract, or harmful waste as described in section 13.34.030 of the Prosser Municipal Code, is prohibited.