

**INDUSTRIAL WASTEWATER DISCHARGE AGREEMENT BETWEEN
CITY OF ELLENSBURG AND IRON HORSE BREWERY I, INC.**

This Industrial Wastewater Discharge Agreement ("Agreement") is made this ^{20th} 7th day of November, 2023, by and between the City of Ellensburg, a Washington municipal corporation ("City") and Iron Horse Brewery I, Inc. ("Iron Horse Brewery"), a Washington for profit corporation, for the purpose of setting forth the rights and responsibilities of the parties with the respect to the discharge of industrial wastewater from the Iron Horse Brewery facility in Ellensburg.

WHEREAS, the City owns and operates a sanitary sewer collection and treatment facilities for the collection, treatment and disposal of residential, commercial and industrial wastewater ("Facilities"); and

WHEREAS, Iron Horse Brewery operates a beer brewing facility ("Brewery") located at 1621 Vantage Highway, Ellensburg, WA 98926, and is a wastewater generator that produces and discharges wastewater to the City's Facilities with industrial strengths;

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement shall be effective from December 1, 2023 through November 30, 2028 unless terminated according to Section 7 of this Agreement. Iron Horse Brewery and the City of Ellensburg will commence renegotiation of this Agreement by no later than ninety (90) days prior to its expiration.

2. Authorization to Discharge Industrial Wastewater. In accordance with the provisions of city of Ellensburg City Code ("ECC") section 9.25.370, Iron Horse Brewery is authorized to discharge industrial wastewater from the brewing activities at its Brewery and through the discharge point identified herein in this Agreement. Compliance with this agreement does not relieve Iron Horse Brewery of its obligation to comply with any applicable pretreatment regulations, standards, or requirements under local, state, and federal laws, including any such regulations, standards, or laws, that may become effective during the terms of this agreement.

3. Capacity Limits for Discharge of Brewery Wastewater.

A. Iron Horse Brewery will be allowed to discharge brewery wastewater subject to the following limits:

Maximum Daily Discharge Limitations

Total BOD = 25,000 mg/l
TSS = 8,000 mg/l
Flow = 13,000 gallons/day
pH = ≥ 5.5 and ≤ 9.0

Average Monthly Discharge Limitations

Total BOD = 19,000 mg/l
TSS = 5,000 mg/l
Flow = 8,000 gallons/day
pH = ≥ 5.5 and ≤ 9.0

B. Process discharge will enter into the City of Ellensburg's collection system only through manhole number 68-172.

C. If at any time Iron Horse Brewery exceeds the discharge limits, it must apply with the City for additional capacity at the City's WWTP if it is available, and is responsible for all costs involved. These charges would be in addition to any strong waste surcharge applied to wastewater with a BOD and/or TSS concentration greater than 200 and 250 mg/L respectively. If additional capacity is not available to be allocated, Iron Horse Brewery must modify its process to accommodate the discharge capacity limits as outlined by this Agreement to Discharge.

Iron Horse Brewery is strongly advised to limit their yeast discharge as this has a detrimental effect on the treatment plant bacteria.

4. Sampling, Testing and Metering.

A. Sampling and testing will be performed by Iron Horse Brewery every two weeks and consist of Total BOD mg/L, TSS mg/L, and pH. Flow and pH measurement will be taken daily. Sampling and testing schedules pertain to when Iron Horse Brewery is discharging to the City sewer.

B. All sample analysis for BOD and TSS will be performed by a Department of Ecology accredited Laboratory. Iron Horse Brewery personnel will perform the analysis for pH, and make any necessary adjustments to pH levels prior to discharge into the City sewer system. .

C. Iron Horse Brewery shall provide City staff the ability to enter the brewery to sample wastewater at the point of discharge. Composite samples will be taken by the City to randomly perform BOD, TSS, and pH analysis in the Ellensburg wastewater laboratory. Random testing will be done at the City's expense. The City may split samples or set a City sampler to compare sampling results. Discharges in excess of the above limitations will be reported to Iron Horse Brewery and the Department of Ecology.

D. Iron Horse Brewery will allow the City of Ellensburg representative to enter and inspect Iron Horse Brewery premises where a regulated facility or activity is located or conducted. The City representative will be allowed to access and copy, at reasonable times, any records that must be kept as a condition of this agreement.

E. All monitoring records will be maintained for a minimum of three (3) years.

5. Industrial Wastewater Rates and Charges.

A. The utility rate schedule will be set per ECC 9.91.300(J) as S-80, Large Customer/Contractual.

B. A reduction of the gallons of water use that is referenced in sewer rate utility schedule S-80 "Large Customer/Contractual" will be made using data from the column labeled "Removed for Consumption or Sale from the Brewers Report of Operations submitted on a monthly basis by Iron Horse Brewery to the United States Department of the Treasury. Iron Horse Brewery will submit a copy of this report to the City of Ellensburg monthly to receive the deduction to the

sewer charges. The City of Ellensburg will be allowed to inspect any records pertaining to this report at any time.

C. The reduction of sewer charges due to metered water usage for sewer rate calculation resulting from the monthly Brewers Report of Operations provided to the City by Iron Horse Brewery shall be credited back to Iron Horse Brewery on the following month's invoice. By way of example, if Iron Horse Brewery submits its monthly report for August to the City in September, the credit will appear on the City's October utility bill to Iron Horse Brewery.

D. Strength fees will be determined from tests performed by Iron Horse Brewery and the City of Ellensburg.

6. Violations.

A. All discharges authorized will be consistent with the terms and conditions of this agreement. The discharge of the listed pollutants at a level in excess of that authorized will constitute a violation if additional capacity is not applied for by Iron Horse Brewery upon notification by the City, and authorized by the City.

B. Non-compliance with any term or condition of this agreement shall constitute a violation of ECC 9.25.370. All terms and definitions are the same as those found in Chapter 9.25 of the Ellensburg City Code. This agreement incorporates by reference all of the applicable provisions of the Ellensburg City Code, including but not limited to Section 9.25.370.

C. The City may seek any or all of the remedies in law or equity, and any penalties provided in the Ellensburg City Code, including recovery costs incurred by the City required as a result to responding to a violation of this agreement by Iron Horse Brewery.

7. Termination. Iron Horse Brewery may terminate this Contract by providing the City with written notice that they no longer intend to continue operation. In that event, this Agreement shall be terminated effective on the date indicated on the notice of discontinuance of operation and shall have no further force or effect. However, Iron Horse Brewery shall remain responsible for payment of any utility charges, penalties or other fees incurred prior to the cessation of its operations.

8. Notices. If notice is required to be provided pursuant to this Agreement, it shall be delivered via hand delivery, US Mail or email to the following addresses:

To City of Ellensburg:
Ryan Lyyski, Public Works & Utilities Director
501 N. Anderson Street
Ellensburg, WA 98926
(509) 962-7238
llyskir@ellensburgwa.gov

To: Iron Horse Brewery
Greg Parker, General Manager
1621 Vantage Highway
Ellensburg, WA 98926
(509) 852-7222
greg@ironhorsebrewery.com

9. **Entire Agreement.** This Contract constitutes the entire agreement of the parties with respect to the subject matter herein. Any amendment to this agreement must be in writing and approved by mutual agreement of the parties.


By:

CITY OF ELLENSBURG

APPROVED AS TO FORM:



Derek Mayo Acting
RYAN LYYSKI, PUBLIC WORKS AND
UTILITIES DIRECTOR



TERRY WEINER, CITY ATTORNEY

COMPANY



GREG PARKER
TITLE: GENERAL MANAGER