

**COOPERATIVE DEVELOPMENT AGREEMENT**

**THIS COOPERATIVE DEVELOPMENT AGREEMENT** (this "**Agreement**") by and between Plumrose USA, Inc. d/b/a Swift Prepared Foods organized and existing under the laws of the State of Delaware ("**Company**"), and the City of Columbia, Missouri, a municipal corporation, ("**City**") has been made as of the date of the last party to execute the agreement (the "**Effective Date**"):

**WITNESSETH:**

**WHEREAS**, Company is a leading consumer packaged goods company focusing on protein-centric prepared foods headquartered in Chicago, Illinois; and

**WHEREAS**, due to a desire to expand product offerings into the ready to eat Italian meats and charcuterie market, Company intends to construct a new approximately 275,000 square foot manufacturing facility with the capacity to expand to up to 325,000 square feet, together with related improvements (collectively, the "**Project**") on an undeveloped parcel of land described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**") located on Route B north of Hwy 63 within the City; and

**WHEREAS**, the combined new capital investment of the Company within the City of Columbia for Phase 1 of the Project, including real estate acquisition, new building construction and the purchase of new manufacturing machinery and equipment is estimated to be \$150,000,000, with Phase 2 expected to add an estimated additional capital investment of \$35,000,000 within the first five (5) years of operation, resulting in increases in the assessed valuation of real and personal property associated with the Property; and

**WHEREAS**, the Company currently anticipates that the Project, when operational, will provide significant economic benefits to the City by employing approximately 250 people within the City of Columbia within the first five (5) years of operation annual starting salaries, or aggregate annual wages, as applicable, averaging in excess of \$42,326 with favorable benefits, and will generate significant real estate and personal property tax revenues for the taxing jurisdictions wherein the Property is located; and

**WHEREAS**, the Company further anticipates that the Project, when completed and fully operational, will have an annual electrical usage of up to approximately 35,000,000 kWh; and

**WHEREAS**, the parties each acknowledge that the Project will require the investment by the Company of substantial sums and expenditures of other valuable effort and that the Company enjoys many locational options and alternatives which can serve the Company's business requirements, some of which may require less investment and expenditures than that associated with the Property and, further, that the City is desirous of ensuring that the Project meets certain long term economic development goals and needs of the City including, without limitation, the assurance of job retention and continued economic activity at established levels; and

**WHEREAS**, the City finds developments such as the Project to be in the public interest of its citizens and thus desires to encourage and aid the Project in order to recruit the Project to the City; and

**WHEREAS**, the Company is unwilling to risk such substantial sums and expenditures without sufficient assurances from the City that, among other things, (i) the Property has been adequately entitled and zoned to permit the development and operation of the Project, (ii) all necessary public infrastructure will be available to facilitate and support the development and operation of the Project, and (iii) the City is committed to facilitate and assist the Company in the development and operation of the Project; and

**WHEREAS**, the City and Company desire to enter into this Agreement whereby the Company, among other things, agrees to develop the Property in general conformance with the description of the Project attached hereto as **Exhibit “B”** (the “**Project Description**”), and the City, among other things, agrees to establish and make available an Economic Development Jobs Creation Electric Utility Rider on the terms and conditions set forth herein as well as to provide, at the City’s cost and expense, public utilities to the Property sufficient for operation of the Project which the City Council has determined are for a public purpose; and

**WHEREAS**, the City is authorized to enter into this Agreement with the Company pursuant to the provisions of Section 70.210 et seq. and Section 349.012 RSMo.

**NOW, THEREFORE**, to improve, maintain and revitalize industrial and business activity in the City by assuring opportunities for development and attracting sound and stable business growth, to promote the public interest and to enhance the tax base of the City, and to induce the Company to undertake the Project within the City in order to provide the greatest benefit and opportunity for residents of the City, and in consideration of the mutual covenants and agreements herein set forth, the City and the Company do hereby covenant and agree as follows:

1. **Construction of the Project by Company.** Subject to the contingencies set forth in this Agreement, Company hereby agrees to develop the Property and construct the Project in substantial conformity with the parameters set forth in the Project Description, attached hereto as **Exhibit “B”** and made a part hereof by reference. The Project shall be deemed to be in substantial compliance with the terms of this Agreement so long as Company constructs a processing and packing plant designed and constructed to provide for employment of a minimum of 250 full time equivalent jobs upon Project completion. As used in this Agreement, the terms “full time equivalent” or “FTE” job shall mean either: (i) a regular, full time employee of the Company performing administrative, management, sales, distribution, manufacturing or production duties at least thirty-five (35) hours per week; or (ii) in the case of part-time employment, two (2) or more persons performing such duties for the Company whose aggregate regular weekly hours total at least thirty-five (35) hours.

2. **Occupancy and Operation of the Project.** Within the first four (4) years of occupancy and operation of the Project, Company commits to the creation of a minimum of two hundred fifty (250) new jobs within the City with annual starting salaries, or aggregate annual wages, as applicable, averaging in excess of \$42,326 and an annual payroll in excess of \$12,000,000. Company affirms it does not engage in discriminatory employment practices in violation of applicable law and will use its good faith efforts to implement an employment plan for operation of the Project which includes a target of a workforce reflective of the demographics of the City, including a ten percent (10%) African-American workforce; provided, however, that such target shall be an aspirational goal of the Company and subject to limiting factors, including the availability of qualified candidates to meet the job requirements and the demographic diversity of the City. Notwithstanding the above, all employment decisions shall be exercised in Company’s sole and absolute discretion and there shall not be any penalty or remedy for the Company’s failure to meet the employment demographic targets set forth in this Section 2.

3. **Economic Development Job Creation Rider.** The City agrees to establish, on or before May 1, 2021, an electric utility Economic Development Job Creation Rider (the “EDJCR”) in substantially the same form as attached hereto as **Exhibit “C”**. Upon certification Company has met the benchmarks related to employment of full time employees as set forth herein, the EDJCR will provide for a rebate of up to \$200,000 per year for a period of up to five (5) years on the City’s electric utility demand charges in excess of the minimum demand charge. The City agrees it will accept and approve the application for program participation from the Company upon submission of an application containing the information contained in this Agreement, which the City hereby declares is

sufficient to qualify for participation in the EDJCR program. The City agrees it will keep the EDJCR available for Company's use for a period of five (5) years after Company submits its Notice of Eligibility as detailed in the EDJCR to receive the rebate. The amounts payable under this paragraph shall be made solely from those amounts actually received by the City from the demand charges paid in connection with the provision of electric service and from no other source whatsoever. Nothing contained herein shall prohibit Company from availing itself of any other energy incentives or riders available from Columbia Utilities nor shall it prevent Company from entering into an interconnection net metering agreement for on-site generation of electrical power.

**4. Sewer Main Extension Construction.** The City shall construct a sewer main extension from the Hinkson outfall trunk sewer to a mutually acceptable point on the western side of the Property where the Company's sewer service line will enter the sewer main. The City may, in its sole option, construct the sewer main to the northern boundary of the Property, but any extension of the sewer main past the point where the Company's service line will enter the sewer main is not required by this Agreement. The sewer main will be located by City in substantially the location as set forth on **Exhibit "D"** attached hereto. As required by City Code Section 22-75, such construction shall be conditioned upon city council approval of the project in accordance with the public improvement process set forth in Chapter 22, Division 3 of the Columbia City Code, which approval the City shall not unreasonably withhold, condition or delay. The parties acknowledge the sewer main extension shall be available for general public use and is not being constructed by City solely for economic development purposes and ownership thereof will not be transferred to Company to be used for private purposes. Construction of the sewer main extension shall be completed on or before June 1, 2022 or within 365 days following Company's issuance of the notice of intent to proceed with the project as required by Section 7.e, whichever is later, and shall be performed at the sole cost of the City, including design and easement acquisition; provided however, any easements required from Company shall be in a mutually acceptable form and shall be granted by Company at no cost to City. Notwithstanding anything to the contrary in this Section 4, the City shall use commercially reasonable efforts to complete construction of the sewer main extension prior to June 1, 2022.

**5. Availability of Utilities.** When fully operational, the Project is estimated to have an annual electrical usage of up to approximately 35,000,000 kWh, peak daily water usage of up to approximately four hundred (400) gallons per minute, and peak daily sewer usage of up to approximately four hundred (400) gallons per minute. The City represents and warrants that it currently has, or will have following construction of the sewer main extension provided for in Paragraph 4 hereof at City's sole cost and expense, sufficient electric, water and sewer infrastructure in place adjacent to the Project site to accommodate the needs of Company based upon the Project estimates provided. Notwithstanding anything to the contrary in this Section 5, nothing contained herein shall require Company to purchase a minimum amount of electrical power through the City and Company shall have the right to self-generate by entering into a separate interconnection and net metering agreement for on-site generation of electrical power.

**6. Other Approvals Required.** Both Company and City affirm neither party would be willing to enter this Agreement nor construct the improvements on the Property as set forth herein without the assistance provided by the State of Missouri, the County of Boone, and the City of Columbia. The Project construction is contingent on receipt of such assistance; therefore, the obligations of Company contained herein to construct the Project is contingent upon the following actions, none of which shall be unreasonably withheld if required to be approved by the other party:

- a. Submission of an application and required drawings for issuance of a building permit by the Company and approval of such permit by the City, together with receipt of any other approvals required by City. Approval of any Project plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose;

- b. Approval of Chapter 100 financing by the County of Boone on terms and conditions acceptable to Company in its sole discretion; and
- c. Allocation and approval of participation in the Missouri Works Program, Missouri Build Program, and the Missouri One Start Program by the State of Missouri on terms and conditions acceptable to Company.

**7. Assurances.**

- a. The City represents to the Company that as of the Effective Date: (i) the Property is zoned General Industrial pursuant to the City of Columbia Unified Development Code (the “UDC”); and (ii) the Project is permitted as a principal permitted use under the UDC.
- b. As of the Effective Date, the City does not have actual knowledge, and after the Effective Date, does not foresee, that any Applicable Rule (as defined herein) will prohibit, prevent or encumber the development, completion, operation or occupancy of the Project or any portion thereof. For purposes of this Agreement, “Applicable Rules” means all of the rules, regulations, ordinances and official policies of the City in force and effect as of the Effective Date.
- c. The UDC provides for the continuation of any use of land or buildings that are legally created and later becomes non-conforming. Pursuant to the UDC provisions governing nonconformities, the Company will have the right to develop and operate the Project, including the right to maintain, remodel, renovate, rehabilitate, rebuild, replenish or replace the Project or any portion thereof (including any equipment used in operating the Project) for any reason, including in the event of damage, destruction or obsolescence of the Project or any portion thereof (including any equipment used in operating the Project).
- d. City agrees it will not add or modify any Applicable Rule, including any zoning, land use or building regulation, with the express or inferred intent to specifically or inequitably target the Project, the Property or the protein industry. No ordinance, resolution, policy or other measure enacted within three hundred sixty-five (365) days after the Effective Date that relates directly to the Project or to fees associated with or the timing, sequencing or phasing of the development or construction of the Project shall apply to the Project or this Agreement, unless it is (i) reasonably found by the City to be necessary to the public health and safety of the residents of the City and (ii) generally applicable on a City-wide basis (except to the extent necessary in the event of a natural disaster).
- e. The Project may include multiple phases extending over a period of years. City acknowledges that as of the Effective Date, the Company cannot predict if, when or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside of the control of the Company, such as market orientation and demand, competition, availability of qualified laborers and weather conditions. The Company may develop the Project in such order and at such rate and times as the Company deems appropriate in its sole and absolute discretion, which the City agrees is consistent with the intent, purpose and understanding of the Parties. Nothing in this Agreement shall be construed to require the Company to proceed with developing the Project or any portion thereof. The Company’s obligations under this Agreement are conditioned upon the Company electing to proceed with developing the Project, notice of which shall be provided by Company to City in writing.

**8. Assignment.** Company may assign its rights and obligations under this Agreement to any parent company, subsidiary or affiliate which is controlled by or under common control with the Company, or to any successor in title to all or any portion of the Property, by providing City with written notice of such assignment. If Company sells the Property in its entirety and assigns its rights

and obligations hereunder to its successor in title to the Property, then Company shall be relieved of all of its covenants, commitments and obligations hereunder.

9. **Cooperation.** The City and the Company each agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the signing party as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent.

10. **Notices.** Any notice required by this Agreement shall be deemed given if deposited in the United States Mail, first class, postage prepaid and addressed as hereinafter specified.

If to the City:

City of Columbia  
Attn.: City Manager  
701 E. Broadway  
Columbia, MO 65201

with a copy to:

City of Columbia  
Attn: City Counselor  
701 E. Broadway  
Columbia, MO 65201

If to the Company:

Plumrose USA, Inc.  
Attn: Tom Lopez  
651 W Washington Blvd – Suite 304  
Chicago, IL 60661

with a copy to:

JBS USA Food Company  
Attn: Law Department  
1770 Promontory Cir  
Greeley, CO 80634

and

McGrath North Mullin & Kratz, PC LLO  
Attn: David R. Madden  
1601 Dodge Street, Suite 3700  
Omaha, NE 68102

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party ten (10) days written notice thereof.

11. **No Personal Liability; Waiver of Consequential Damages.** Except in the case of gross negligence, bad faith or willful misconduct, no official, agent, employee or representative of the City or Company shall be personally liable to the other party or any representative, agent or affiliate thereof in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligation under the terms of this Agreement. Except in

the case of bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the City or the immunities of the City's officials.

**12. No Third Party Rights.** This Agreement is not intended to create any rights enforceable by any third party beneficiary.

**13. Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court of Boone County, Missouri. The Company expressly waives its rights to bring such action in or to remove such action to any other court whether state or federal.

**14. Execution of Documents.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

**15. Amendments in Writing.** This Agreement and the exhibits to this Agreement contain all of the representations and statements by City and Company to one another and express the entire understanding between City and Company with respect to the Agreement. All prior and contemporaneous communications concerning the Agreement are merged in and replaced by this Agreement. This Agreement may not be amended, altered or modified except by means of a writing signed by the person against whom enforcement of any waiver, change, modification, or discharge is sought.

**16. Waiver of Jury Trial.** EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

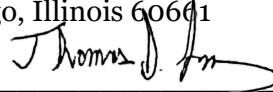
**17. Severability.** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**[Signature Page Follows.]**

**IN WITNESS WHEREOF**, the City and the Company have each caused this Agreement to be executed by their duly authorized representatives.

**COMPANY:**

**PLUMROSE USA, INC. d/b/a  
SWIFT PREPARED FOODS**  
651 W. Washington Blvd – Suite 304  
Chicago, Illinois 60661



By: Thomas Lopez  
Title: President/Chief Operating Officer

Date: 2/23/2021

**CITY:**

**THE CITY OF COLUMBIA, MISSOURI**  
701 E. Broadway – 2<sup>nd</sup> Floor  
Columbia, Missouri 65201

By: John Glascock  
Title: City Manager

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Sheela Amin, City Clerk

Approved as to Form:

\_\_\_\_\_  
Nancy Thompson, City Counselor

EXHIBIT A  
Property Description

5008 Paris Road  
Columbia, MO 65202

1. **The South Half of Lot #2 and Lot #3, and the North Half of Lot #4, all in E.C. Moore's Subdivision, Columbia, Missouri, except that part conveyed for road purposes, as shown by Plat recorded in Book 87, Page 55, of the Boone County Records;**

**and**

2. **The West Half (W ½) of the Northeast Quarter (NE ¼) of Section Twenty-eight (28), Township Forty-nine (49), Range Twelve (12). All that part of the East Half (E ½) of the Northwest Quarter (NW ¼) of Section Twenty-eight (28), Range Twelve (12), lying East of Wabash Railroad Right of Way. All that part of the West Half (W ½) of the Northwest Quarter (NW ¼) of Section Twenty-nine (29), Township Forty-nine (49), lying East of the Wabash Railroad Right of Way, Also an easement of right-of-way for roadway over a part of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section Twenty-eight (28), Township Forty nine (49), Range Twelve (12) and part of the Northwest Quarter (NW ¼) of Section Twenty-nine (29), Township Forty-nine (49), Range Twelve (12) and part of the Northwest Quarter (NW ¼) of Section Twenty eight, Township Forty-nine (49) Range Twelve (12) described as follows: Starting at an iron point #13 of Survey 5867, Boone County Records, thence S 88 degrees 32 minutes W. 109.5'; thence S. 22 degrees 30' W. 1158.4 to the point of beginning; thence continuing S. 22 degrees 30' W. 50.4' to an iron #2; thence N. 74 degrees 37' W. 1293.2' to an iron #3 on the East right of way line of State Route B thence N. 20 degrees 37' E 50.2' along the east line of State Route B to point #4 thence S 74 degrees 37' 1294.8' to point #1 and the point of beginning.**

**EXCEPTING** from said above real estate Two (2) acres, more or less, a part of Section Twenty Eighth (28), Township Forty-nine (49) Range Twelve (12), described as follows: Starting at an iron, said iron being Point thirteen of Survey 5867 Boone County Records, and said point being the intersection of East R/W line of the Wabash Railroad and the North line of Section 28, T. 49 N.R. 12 W., thence S 88 degrees 32 degrees W 109.5 feet to the Westerty R/W line of said Railroad; thence Southwesterly with the west R/W line 1521.8' to an iron; said iron being the E.E. corner of Lot 6, Frasers Subdivision, thence S 76 degrees 53' E 103.5 feet, thence S 22 degrees 30' W 36 feet to (1) and; point of beginning for this survey; thence S 67 degrees 30' E 207.4 feet to an iron (2), thence S 22 degrees 30' W 420.0 feet to an iron (3); thence N 67 degrees 30' W 207.4 feet to an iron (4); thence along the East R/W line of the Wabash Railroad N 22 degrees 30' E. 420.0 feet (1) on the point of beginning. Said tract contains Two (2) acres, more or less;

**and**

**Tract #1 of the survey dated May 2, 1977 recorded in Book 437 at Page 964 of the Boone County Missouri Records;**

**except**

**the real estate described in tract 1 of the survey dated May 13, 1974 and recorded in book 414 at Page 928 of the Boone County Missouri records;**



**and except**  
**the Real Estate described in the Trustee deed dated July 26<sup>th</sup> 1995 and recorded in Book 1167 at Page 767 of the Boone County Missouri records;**

**and except**  
**the real estate described in the General Warranty Deed dated June 10, 1995 and recorded in Book 1238 at Page 553 of the Boone County Missouri records;**

**and except**  
**the Real Estate described as tract 3 of the survey dated March 31, 1977 and recorded in Book 437 at page 819 of the Boone County Missouri records;**

**and except**  
**the Real estate described as tract 2 of the survey dated 5-2, 1977 and recorded in book 437 at page 964 of the Boone County Missouri records.**

## **EXHIBIT B**

### Project Description

Company is a leading producer and processor of consumer packaged goods focusing on protein-centric prepared foods in both private label and branded offerings. The Company is headquartered in Chicago, Illinois. The Columbia, Missouri Project will consist of construction of a new approximately 275,000 sq. ft. facility which will produce dry cured sausages and other traditional Italian meat products, such as prosciutto, pancetta and coppa for distribution throughout the U.S. In addition to production, warehousing and offices, the facility will also feature a research and development test kitchen. The Project will have the capacity to expand to 325,000 sq. ft. Initial capital investment of the Company for Phase 1 of the Project is estimated to be \$150,000,000, with Phase 2 expansion estimated to be an additional \$35,000,000.

## **EXHIBIT C**

### **Economic Development Job Creation Rider**

**DRAFT**

### **ECONOMIC DEVELOPMENT JOB CREATION RIDER** **(EDJCR)**

The Economic Development Job Creation Rider is designed to provide a financial incentive for new industrial customers or existing industrial customers who expand their business and add new jobs within the electric service area of Columbia Utilities Department located within the city limits of the City of Columbia. The aim of the program is to help the City of Columbia promote economic growth and job creation.

#### **AVAILABILITY**

##### **New customers:**

The rider is available at the City's option to new customers who are receiving electric service under the Industrial Service Rate, have demand charges in excess of the minimum demand charge, and also meet the qualifications under Part A and Part B below:

- A. The new customer must make a commitment to create a minimum of two hundred (200) new permanent full-time equivalent jobs. The employee additions by the customer may occur incrementally over the first three years of operation with the customer employing at least sixty-six (66) new permanent full-time positions in year one of the Service Agreement and at least one hundred thirty-three (133) new permanent full-time positions in year two of the Service Agreement.
- B. The jobs created by the customer shall have annual starting salaries, or aggregate annual wages, as applicable, averaging in excess of the Boone county average wage as established by data published by the Missouri Department of Economic Development, with favorable benefits.

Customers who change their name or make another superficial change at an existing location are not eligible to utilize the program. If a change of ownership occurs after the customer has initiated an Economic Development Job Creation Rider Service Agreement, the successor customer may be allowed to continue the balance of the Agreement provided there are no reductions in employees or metered demand.

##### **Existing customers:**

This rider is also available for new Incremental Load associated with existing establishments and expansions of existing establishments who are receiving electric service under the Industrial Service Rate where customers make application under this rider and where the City approves such application. The Incremental Load must be a minimum of 500 kW at one point of delivery. To qualify for service under this rider, the customer must also meet the qualifications under Part A and Part B below:

- A. The customer must employ an additional workforce of a minimum of twenty-five (25) new permanent full-time equivalent employees per 500 kW of Incremental Load. Employee additions must occur following the City's approval for service under this rider, be maintained for the period of time the rider is in effect, and be certified to the City by the customer in writing. The new job creation will

be calculated based on annual average number of full time equivalent employees employed by the customer during the twenty-four (24) month prior to application.

B. The new jobs created by the customer shall have annual starting salaries, or aggregate annual wages, as applicable, averaging in excess of the Boone county average wage as established by data published by the Missouri Department of Economic Development, with favorable benefits.

## **PROGRAM PROVISIONS**

New customers:

The rebate for new customers is applied to the demand charges in excess of the minimum demand charge.

The demand charge rebate for demand charges in excess of the minimum demand charge for new customers shall be limited to a maximum of two hundred thousand dollars (\$200,000) per year for a maximum of five (5) years.

Existing customers:

Existing customers may be eligible to receive a rebate on the demand charge Incremental Load only. To determine Incremental Load, the City will establish an average twelve month baseline usage for each qualifying customer. Such average baseline will reflect the billed peak kW for the 12 month period immediately preceding the customer's Economic Development Job Creation Rider application. The portion of the customer's demand charge which has increased above the average baseline as a result of expansion shall be called the Incremental Load.

The demand charge rebate for existing customers with new Incremental Load shall be limited to a maximum of fifty thousand dollars (\$50,000) per year for a maximum of five (5) years.

## **PROGRAM APPROVAL**

Each customer seeking to utilize the rider must complete an application for program approval and enter into a Service Agreement which establishes the customer's program eligibility. Following approval of the Service Agreement, the customer shall provide a Notice of Eligibility to Columbia Utilities at least thirty (30) days in advance of the month in which the customer the rebate program calculations will begin. The five (5) year eligibility will begin to run once customer provides the Notice of Eligibility.

## **PROCESSING OF REBATE**

The customer must submit each year on the anniversary of their Notice of Eligibility updated employment verification documentation and any other documents necessary to determine continued program eligibility. Within thirty (30) days of submission of verification materials, a rebate of the demand charges paid by customer in excess of the minimum demand charge will be paid by Columbia Utilities to the customer.

**EXHIBIT D**

Sewer Line Construction Diagram

**[See attached.]**



HINSHAW INVESTMENTS LLC  
PARCEL 12-801-00-00-002.00 01

San. Struct. B2  
LINE\_B Sta=4+31  
N=1153255.38  
E=1705701.52

San. Struct. B3  
LINE\_B Sta=6+56  
N=1153479.71  
E=1705685.90

San. Structure B4  
LINE\_B Sta=10+54  
N=1153876.81  
E=1705658.26

San. Struct. B5  
LINE\_B Sta=14+49  
N=1154271.83  
E=1705636.55

San. Struct. B6  
LINE\_B Sta=18+48  
N=1154670.81  
E=1705627.40

San. Struct. B1  
LINE\_B Sta=1+39  
N=1153069.80  
E=1705926.86

San. Struct. A2  
LINE\_A Sta=8+24  
LINE\_B Sta=0+00  
N=1153071.37  
E=1706065.60

San. Struct. A1  
LINE\_A Sta=4+26  
N=1152967.26  
E=1706449.53

HINKSON CREEK RD

Ex. San. Struct. 16M6  
LINE\_A Sta=0+00  
N=1152693.24  
E=1706776.09

CITY OF COLUMBIA  
PARCEL 12-801-28-00-001.00 01

LUCAS KARLENE B  
PARCEL 12-801-00-03-001.00 01



### Proposed Hinshaw Sewer

Scale: 1"=200'

Drawn: D.W.H.

Date: 2/17/21