

Kraft Heinz Sewer Use Charge Agreement

This Agreement made and entered into the 1st day of February, 2017 by and between the City of Kirksville, MO., hereinafter referred to as “City” and Kraft Heinz Food Company, Kirksville, MO Plant, hereinafter referred to as “Kraft Heinz”, and collectively with the City, the “Parties”.

Whereas, the City will allow Kraft Heinz to deviate from the Kirksville, MO. Code of Ordinance, Chapter 25-113 Basic Sewer Use Charge, and install sewer flow meters to accurately measure all sewer outputs for the purpose of sewer billing based on actual outputs and compliance for system monitoring; and

Whereas, Kraft Heinz has expanded its manufacturing operations within the city limits of the Kirksville and in doing so, has plans to increase the water consumption asserting that a significant amount of this increased water usage will be retained in the manufactured food product; and

Whereas, the City currently utilizes the total volume of water consumed as its basis for calculating the sewer usage fees; and

Whereas, the City supports economic development and agrees that more water will be retained in the manufactured food product, than will be discharged into the City’s sanitary sewer system.

Now therefore in consideration of these facts, the Parties hereto agree as follows:

- A. Kraft Heinz will install two sewer flow meters at their Kirksville facility and maintain such sewer flow meters to accurately measure the volume of sewer discharges. The meters will be installed in accordance with the manufacturer’s specifications and will be calibrated and certified prior to use.
- B. Kraft Heinz agrees to limit sewer discharge into the sanitary sewer system from this facility to no more than 525 gallons per minute (GPM). This total includes both product and domestic sewer outputs.
- C. Kraft Heinz will provide the City an initial meter calibration/certification report for both meters from an independent certified technician; and will continue to provide meter calibration reports/certifications in January of each year so long as this Agreement is in effect for the two sewer flow meters. If at any time the sewer flow meter(s) become inoperable, or cannot be certified as accurate, the City will determine sewer user fees by utilizing the total volume of water consumed as a basis for calculating sewer user fees until a new meter(s) is installed and certified as noted above.
- D. Kraft Heinz will give the City reasonable access during business hours to the meters to perform weekly testing, read for monthly billing, and for periodic checks to ensure accuracy. The City agrees to follow all appropriate safety measures and instructions when at the Kraft Heinz Plant.

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- E. The City agrees to utilize the readings from the sewer flow meters each month to determine the sewer user charge for the Kraft Heinz Plant. The City will use the same per cubic foot rate as charged to all other consumers residing within the city limits of Kirksville to determine the sewer user charge for the Kraft Heinz Plant. The City may, at its own expense, have the meters checked by a certified technician at reasonable times during business hours.
- F. If at any time Kraft Heinz increases/decreases product lines, or if the City increases the size of its City owned infrastructure, the Parties may amend this Agreement. No amendment to this Agreement will be binding on either Party unless reduced to writing and signed by both the City and Kraft Heinz by a representative of each Party who is authorized to sign such Agreement.
- G. If any term or provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any other terms or provisions of this Agreement and the same shall continue to be effective to the fullest extent permitted by law. This Agreement shall be governed by the state law of Missouri. This Agreement contains the Parties' entire understanding and Agreement with respect to the subject matter hereof, and any and all prior Agreements, understandings, or representations with respect thereto are hereby terminated in their entirety and are of no further force and effect.
- H. The City or Kraft Heinz Plant may terminate this Agreement due to infrastructure modifications proposed by either party upon 30 days' written notice. Upon termination, the Parties will revert back to the City Ordinance, Chapter 25, for billing until a new agreement is negotiated.
- I. This Agreement will be reviewed annually by both Parties. If during the annual review either Party would like to renegotiate the terms of the Agreement, the Agreement in effect will remain in effect until a mutually agreeable Agreement can be negotiated, approved and executed by the authorized representatives of each Party.
- J. This agreement is in conjunction with Permit # KMO-0003 received from the Kirksville Waste Water Treatment Superintendent. Exceeding effluent limits per Permit # KMO-0003 could result in additional surcharges to Kraft Heinz.

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IN WITNESS WHEREOF, this Agreement has been executed the day and year first written above.

Kraft-Heinz

City of Kirksville

By _____

By _____

Title _____

Title _____

Attest:

City Clerk