

**PROVISIONS FOR ALL ANIMAL WASTE MANAGEMENT FACILITIES**

The Applicant agrees:

- (1) To use the facility throughout the "project life" for the storage or handling of animal waste so as to correct or eliminate the water quality problem that this waste may cause on, beneath, or downstream of the Applicant's property. The pollution control benefits of the project depend on the waste being properly stored in the facility and on the Applicant's overall management of animal waste in accordance with the Waste Management System Plan (WMSP), including the Nutrient Management Plan (see below). The storage of animal waste on the farm outside of the animal waste management facility must be eliminated entirely during the project life, except under the specific conditions identified in the WMSP.
- (2) To comply with the attached WMSP, which is incorporated herein and made a part of this Agreement; to utilize the animal waste generated from the farming operation in accordance with the Nutrient Management Plan (NMP) which has been developed for the farm (this plan was prepared by a certified Nutrient Management Specialist with the Maryland Cooperative Extension Service [CES] or a nutrient management consultant certified by the Maryland Department of Agriculture, and is considered a component of the WMSP); to review the NMP with CES or the certified consultant at least once every 3 years and to revise it as needed; to implement the NMP; and to work with CES or the certified consultant throughout the "project life" to keep the NMP current, complete, and accurate. This includes informing CES or the certified consultant if there is any change in the off-farm use of the waste from that specified in the NMP.
- (3) To inform the District and the Department of any change in operations which would necessitate changes in the WMSP.
- (4) To pay back to the Department all the cost-share funds received under this Agreement for the project, if the Applicant does not use the facility (project) for the storage or handling of animal waste in accordance with the WMSP, or in accordance with the provisions of this page.

I have read the above provisions and shall comply with them.

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

**ADDITIONAL PROVISIONS FOR ROOFED ANIMAL WASTE STORAGE STRUCTURES**

The Applicant has read and agreed to the requirements of the “Provisions for All Animal Waste Management Facilities”, a separate Attachment to this Agreement. In addition, the Applicant agrees:

- (1) To maintain the roofed animal waste storage structure built pursuant to this Agreement in strict accordance with the Natural Resources Conservation Service (NRCS) maintenance guidelines, which are available from the local Soil Conservation District (District).
- (2) Not to alter the storage structure (the structure is to be built according to the approved NRCS design and specifications, and no changes may be made of it); not to add attachments to the structure, inside or outside, unless specific prior written approval is obtained from the Department.
- (3) Except as otherwise provided in this paragraph, to use the structure only for the storage of animal waste, and to manage the waste in accordance with the Waste Management System Plan which is attached to and is a part of this Agreement. (During times when the structure is not filled with animal waste, the applicant may temporarily use the structure to store mobile farm equipment, provided that this use does not cause animal waste to be stored elsewhere on the farm, nor cause waste to be removed from the farm at inappropriate times of the year, as noted in paragraph 5 below, and that the use of the structure to store such equipment does not prevent compliance with the Waste Management System Plan.)
- (4)
  - (a) If the structure has been built to store poultry waste, to keep written records about the removal and deposition of all waste taken out of the poultry house(s) and the storage structure, including: the date the waste was removed; the quantity moved (tons or cubic yards); and the immediate location to which the waste was moved (or person to whom it was given, in the case of off-farm use).
  - (b) If the structure has been built to store non-poultry animal wastes, to keep written records showing the dates and quantities of manure removed from the structure and the immediate destination of all waste so removed.
  - (c) To provide the district or representatives of the Department these manure storage records upon request.
- (5) To allow others to remove animal waste from the referenced property only during times of the year when weather and soil conditions are not adverse to the environmentally safe application of manure to cropland. (The structure’s purpose is to solve the water pollution problem that waste from your farm can create. This problem is not necessarily solved by transferring the waste from your farm to another area. In fact, this action may create or worsen a water pollution problem in that other area, which would defeat the structure’s purpose. Thus, if the weather and soil conditions are such that applying it to your land is inconsistent with or contrary to the terms of this agreement, the waste should be stored in the structure and not moved off your farm.)
- (6) To pay back to the Department all the cost-share funds received under this Agreement for the project, if the applicant fails to comply with the provisions of this page.

I have read the above provisions and shall comply with them.

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

**PROVISIONS FOR DEAD POULTRY COMPOSTING FACILITIES**

The Applicant agrees:

- (1) To use the facility throughout the “project life” for the composting of poultry carcasses so as to correct or eliminate the water quality problem that carcasses might otherwise cause on or beneath the subject property.
- (2) To place carcasses only from flocks on this farm in the composter. Only compost ingredients, finished compost, and equipment needed for composting can be stored in the composter, and they must not impede its proper use.
- (3) To provide all equipment and materials which will be needed for proper composter operation. This includes equipment adequate to load, turn over and empty compost from the structure.
- (4) To attend a composter operation training course offered by the Cooperative Extension Service (CES) at the Lower Eastern Shore Research and Education Center in Princess Anne. Grant payment under this Agreement will not be made until CES certifies to the Department that I (or the designated operator) has received this training.
- (5) To follow the composting procedures described in the CES training course and the related reference materials.
- (6) To maintain the composter in accordance with Natural Resources Conservation Service maintenance guidelines. I agree not to alter the composter structure and not to make attachments to it, inside or outside, without getting specific prior written approval from the Department.
- (7) To comply with the attached Waste Management System Plan (WMSP), which is incorporated herein and made a part of the Agreement; to utilize all poultry waste generated from the farming operation in accordance with Nutrient Management Plan (NMP) which has been developed for the farm (this plan was prepared by a certified Nutrient Management Specialist with the CES or a nutrient management consultant certified by the Department and is considered a component of the WMSP); to review the farm’s NMP with CES or the certified consultant at least once every 3 years and to revise it as needed; to implement the NMP; and to work with CES or the certified consultant throughout the “project life” to keep the NMP current, complete, and accurate. This includes informing CES if there is any change in the off-farm use of farm wastes from that specified in the NMP.
- (8) To inform the District and the Department of any change in operations necessitating changes in the WMSP.
- (9) To pay back to the Department all the cost-share funds received under this agreement for the composter, if the Applicant fails to comply with the provisions of this Attachment.

I have read the above provisions and shall comply with them.

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