

NOTES TO REVIEWERS

MWWSH

This is an older facility that utilizes earthen waste storage for manure containment. Manure containment is adequate for the animal numbers housed at the facility. It is recommended however that a diversion be placed on the West side of the large Lagoon/Earthen storage structures that are used to contain waste for the East Finishers. The diversion would prevent unnecessary clean water from entering the waste storage structure. It is also recommended that the facility construct a modern composting facility that can be used to compost mortalities under roof.

Land Treatment

Fields meet t under current management and rotations.

Nutrient Management

Producer has soil samples for the crop ground in this plan. No soil samples are currently available for the grass hay fields. Grass hay fields are irrigated with low nutrient content waste water several times per year. The producer applies waste water after hay is cut prior to regrowth. Manure applications are made multiple times per year following hay cutting. The total nutrients applied annually were calculated as to not exceed the nutrient uptake by the crop.

Producers do not own all ground where manure is applied, manure easements are included in this section of the CNMP.

Logeman Brothers Info

To meet Dept. of Ag requirements, you need to:

Soil Test

Take annual manure analyses (at least until stable)

Apply at agronomic rates according to analyses

Obey setbacks

200' from water

150' from wells

¼ mi. from residences IF you have to surface apply

no setback from residences IF injecting

To meet CAFO requirements:

You do NOT need a NPDES permit, UNLESS you discharge

Your facility should be a “no discharge” facility, EXCEPT in the case of a tanker turnover or accident, or drag hose rupture AND that spill reaches a “navigable water” (navigable is yet to be defined)

You DO NOT have a discharge based on land application (i.e. large unexpected rainfall after an application causes a fish kill downstream), IF you have a nutrient management plan, AND you are following it!

Manure Land Use Agreement

I, Anita S. Quint (Landowner name), hereby give permission to Logan Bros (Producer), who owns a confined feeding operation located at 4110 Benton Rd Metropolis, in Massac County, to land apply manure for use as a fertilizer to my land, located in Massac County under the following terms and conditions:

1. The **Producer** will manage, store, transport and spread the manure to ensure that there is no discharge from the manure to surface waters, including but not limited to ditches, streams, ponds, lakes, rivers and drainage inlets
2. This agreement between the **Producer** and the **Landowner** shall be in effect for a term of 5 years unless terminated by either party upon 90 days notice.

Optional Conditions of the Land Use Agreement (check all that will apply):

- ☒ The **Producer** will land apply the manure in accordance with accepted agronomic rates of the receiving crop based upon soil samples (taken within the previous three (3) years) provided by the **Landowner**.
- ☒ The **Producer** will provide to the **Landowner** a written total of the amount of manure applied and the location of applied manure within 30 days of completion of the application.
- ☒ The **Producer** will provide the **Landowner** with laboratory results of the manure, including but not limited to, total available nitrogen, total and/or available phosphorus, and total potassium.
- ☐ The **Producer** accepts all liability associated with the transportation and land application of the manure onto the aforementioned property.

Specific Conditions Agreed Upon by the Landowner and Producer:

IN WITNESS WHEREOF, the parties agree to this agreement and have set their hands and seals on the date(s) indicated.

PRODUCER,

Logan Bros

Date Feb 19 10

LANDOWNER,

Anita S. Quint

Date 2/19/10

Manure Land Use Agreement

I, Darrell Logeman (Landowner name), hereby give permission to Logeman Bros (Producer), who owns a confined feeding operation located at 4110 Benton Rd Metropolis, in Massac County, to land apply manure for use as a fertilizer to my land, located in Massac County under the following terms and conditions:

1. The **Producer** will manage, store, transport and spread the manure to ensure that there is no discharge from the manure to surface waters, including but not limited to ditches, streams, ponds, lakes, rivers and drainage inlets
2. This agreement between the **Producer** and the **Landowner** shall be in effect for a term of 5 years unless terminated by either party upon 90 days notice.

Optional Conditions of the Land Use Agreement (check all that will apply):

- ☒ The **Producer** will land apply the manure in accordance with accepted agronomic rates of the receiving crop based upon soil samples (taken within the previous three (3) years) provided by the **Landowner**.
- ☒ The **Producer** will provide to the **Landowner** a written total of the amount of manure applied and the location of applied manure within 30 days of completion of the application.
- ☒ The **Producer** will provide the **Landowner** with laboratory results of the manure, including but not limited to, total available nitrogen, total and/or available phosphorus, and total potassium.
- ☐ The **Producer** accepts all liability associated with the transportation and land application of the manure onto the aforementioned property.

Specific Conditions Agreed Upon by the Landowner and Producer:

IN WITNESS WHEREOF, the parties agree to this agreement and have set their hands and seals on the date(s) indicated.

PRODUCER,

gdl R

Date 2-17-10

LANDOWNER,

Darrell Logeman

Date 2-17-10