

ATTACHMENT TO COST-SHARE AGREEMENT NO.
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## 313 - 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", which is 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 to 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, the applicant will 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/entity who received it, in the case of off-farm use).
  - (b) If the structure has been built to store non-poultry animal wastes, the applicant will 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 representative/s 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 water quality problems 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 quality problem in that other area, which would be counter to the structure's purpose. Thus, if the weather and soil conditions are such that applying waste 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: