

Goetz, Joseph D

From: Scott Harmon <scott.harmon@goearthwise.com>
Sent: Tuesday, October 22, 2024 6:02 PM
To: Whitman, Kraig H
Cc: Goetz, Joseph D; scott severson
Subject: FID 6341 - Distribution Agreement
Attachments: FID 6341 Distribution Contract Updated 2024.pdf

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Kraig,

Attached please find an updated manure distribution agreement related to the pending Curtis Creek Dairy - North Central #5 application.

Please let me know if you need any additional information.

Thanks,

Scott Harmon
EarthWise, Inc.

MANURE DISTRIBUTION CONTRACT

This contract made and entered into this 10/17/24 day by and between Curtis Creek Dairy, LLC, herein referred to as the Distributor, and Prairies Edge Farming Co herein referred to as the Receiver.

Whereas Distributor owns an Indiana permitted dairy farm (Facility) commonly known as Curtis Creek Dairy – North Central #5 located at 4189 E. 600 N. and South #2 located at 1982 N. 600 E. in Newton County Indiana which is engaged in the business of animal care and fluid milk production and which produces both solid and liquid dairy manures which are fertilizer materials as defined in 355 IAC 8-2-9.

And Receiver is an Indiana licensed fertilizer applicator and pesticide business whose mailing address is 6180 W 1100 N; DeMotte, Indiana 46310, and which is in the business of supplying and land applying manure fertilizer material.

1. Distributor Agrees:

- A. To make available to Receiver no less than the following quantities of dairy manure sourced fertilizer material per annum:
 - 1) Solids: +/- 100,000 tons
 - 2) Liquids: +/- 225,000,000 gallons
- B. Fertilizer material will be made available from storage structures as indicated on the attached Facility Manure Storage Diagram.
- C. Ownership of the fertilizer material passes to the Receiver at the point of transfer when the material is removed from manure storage structure utilizing equipment or conveyances that are maintained by the Distributor. Ownership of the fertilizer material is maintained by the Distributor only while the material remains within Distributor owned/operated manure storage structures.
- D. To provide at no cost to Receiver, 24 hour all weather access to manure storage structures under the control of the Distributor. Access will be granted no later than 24 hours from receipt of notification of the Receiver's intent to utilize a specific manure storage structure. Furthermore, the Receiver may install and maintain any pumping and loading apparatus as may be required for the fulfillment of this contract. In the event the Distributor decides to terminate this contract, the Receiver will be given 30 days notice in order to remove Receiver owned apparatus from the site.
- E. To either provide representative nutrient analysis to the Receiver that is appropriate for the fertilizer material being received, or to reimburse all laboratory and shipping costs incurred by the Receiver in the reasonable collection of representative nutrient analysis.
- F. To provide an area where Receiver may store vehicles and/or equipment necessary for the transport or handling of fertilizer material.
- G. To provide compensation of \$ per year to Receiver for the proper operation and maintenance of all manure storage structures located at Facility.

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2. Receiver Agrees:

- A. Upon the Distributor beginning full operation of the facility; to take possession of no less than the following quantities of dairy manure sourced fertilizer material per annum:
 - 1) Solids: +/- 100,000 tons
 - 2) Liquids: +/- 225,000,000 gallons
- B. To provide for the proper maintenance and operation of any and all equipment used in the transfer and handling of fertilizer material obtained from the Distributor.
- C. To take responsibility for any spills, accidents, and equipment failures (whether the equipment is owned or otherwise not owned by Receiver) related to the fulfillment of this contract and to provide for the timely cleanup of same.
- D. To maintain any and all of the necessary registrations and licenses required for the distribution and land application of fertilizer material within the State of Indiana.
- E. To maintain any and all records necessary under 355 IAC 8 (Fertilizer Material Use, Distribution, and Record Keeping).
- F. To accept ownership of all fertilizer material at the point of transfer, and to acknowledge full responsibility for land application practices under their Category 14 License maintained with the Indiana Office of State Chemist.
- G. To reimburse Distributor for any damages caused by Receiver operated equipment or conveyances, and the costs associated with the removal of same equipment or conveyances should this agreement be terminated.
- H. Receiver has been provided information regarding the application requirements of 327 IAC 19-14.

3. Termination of Agreement:


This agreement is to remain in effect for a period of 5 years unless terminated by mutual consent. If terminated, the Indiana Department of Environmental Management (IDEM) must be informed by both parties no less than 30 days prior to termination of the agreement. Prior to termination of the agreement, Distributor must provide IDEM with additional documentation showing their ability to distribute or land apply the full quantity of dairy manure specified above.

By:



Distributor's Signature
(Curtis Creek Dairy, LLC)

10/22/24
Date



Receiver's Signature
(Prairies Edge Farming Co)

10/17/24
Date

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