

ATTACHMENT J

Comments:

Arkansas Nutrient Management Planner with 2009 PI (ver 3/3/2010)

Planner:	Nathan A. Pesta, P.E.											Date:	5/25/2012
Plan Description:	Jason Henson: Fields 1-10												
H1	83	110	42	3	8	5	5.5	15	75	45	45	None	
H2	72	96	43	8	20	14	14	15	30	20	45	None	
H3	42	56	48	0	3	2	14	15	75	45	23	Occasional	
H4	50	67	43	8	20	14	14	15	30	20	23	None	
H5	65	86	48	#N/A	#N/A	#N/A	0.2	#N/A	#N/A	#N/A	5	#N/A	
H6	76	101	48	#N/A	#N/A	#N/A	0.2	#N/A	#N/A	#N/A	4	#N/A	
H7	178	237	48	#N/A	#N/A	#N/A	0.2	#N/A	#N/A	#N/A	4	#N/A	
H8	46	61	51	2	5	2.5	3.5	15	75	45	12	None	
H9	52	69	50	#N/A	#N/A	#N/A	0.2	#N/A	#N/A	#N/A	7	#N/A	
H10	69	92	51	2	5	2.5	3.5	15	75	45	15	None	

Field	Field Area (ac)	Buffer Length (ft)	Buffer Width (ft)	Appl Area (ac)	Predominate Vegetation	Percent Ground Cover	Conservation Support Practices (P)	RUSLE 1 (ton/ac)	RUSLE 2 (ton/ac)
H1	19.70	1,800	100	15.57	Grass	95-100	None in place	0.12	0.18
H2	19.30	1,000	100	17.00	Grass	95-100	None in place	0.34	6.60
H3	15.90	1,000	100	13.60	Grass	95-100	None in place	0.24	0.01
H4	10.40	700	100	8.79	Grass	95-100	None in place	0.28	5.40
H5	24.90	500	100	23.75	Grass	95-100	None in place		0.05
H6	36.60	900	100	34.53	Grass	95-100	None in place		0.05
H7	79.80	2,400	100	74.29	Grass	95-100	None in place		1.10
H8	15.50			15.50	Grass	95-100	None in place	0.06	1.30
H9	45.10	1,680	100	41.24	Grass	95-100	None in place		0.49
H10	34.30	500	100	33.15	Grass	95-100	None in place	0.06	1.30
	302			277					

Field	Pasture Use	Application Method	Application Timing	Nutrient Source	Application Rate		Pre BMP PI Value	P Index Range	Target Post BMPs PI Values
H1	Rotational Grazing	Surface Applied	March-June	WSP#1	25.00	1000 gal/ac	65	Medium	
H2	Rotational Grazing	Surface Applied	March-June	WSP#1	9.90	1000 gal/ac	80	High	
H3	Hayland	Surface Applied	March-June	WSP#1	10.00	1000 gal/ac	47	Medium	
H4	Rotational Grazing	Surface Applied	March-June	WSP#1	9.90	1000 gal/ac	75	High	
H5	Hayland	Surface Applied	March-June	WSP#2	81.00	1000 gal/ac			
H6	Hayland	Surface Applied	March-June	WSP#2	81.00	1000 gal/ac			
H7	Hayland	Surface Applied	March-June	WSP#2	81.00	1000 gal/ac			
H8	Hayland	Surface Applied	March-June	WSP#2	81.00	1000 gal/ac	56	Medium	
H9	Hayland	Surface Applied	March-June	WSP#2	81.00	1000 gal/ac			
H10	Hayland	Surface Applied	March-June	WSP#1	18.00	1000 gal/ac	52	Medium	

ATTACHMENT K

What time will you be visiting the farm

thanks

adam

Adam Willis

Newton County Extension Agent Agriculture-Staff Chair P.O. Box 433 Jasper,AR 72641 Office phone: (870)446-2240

----- Original Message -----

From: "Andrew N. Sharpley" <sharpley@uark.edu>
To: "Adam Willis (awillis@uaex.edu)" <awillis@uaex.edu>
Cc: "Rick Cartwright" <rcartwright@uaex.edu>
Sent: Tuesday, August 27, 2013 11:54:38 AM
Subject: FW: C&H Farm Update

Adam

Sorry I left you off this original email but I wanted to let you know that we are planning to visit the C&H Farm on Friday afternoon.

Andrew

From: Andrew N. Sharpley
Sent: Tuesday, August 27, 2013 10:29 AM
To: 'Karl Vandevender'; Brian Edward Haggard; 'Mike Daniels'
Cc: 'Mark J. Cochran'; 'Rick Cartwright'; Harrison Mauzy Pittman
Subject: C&H Farm Update

By way of an update on yesterday's meeting with Jason Henson, Cargill and Farm Bureau below are the main points.

1. Mark presented our role in any presence on the C&H Farm was first and foremost a research and extension one to provide sound science on nutrient fate and transport on the farm under the approved nutrient management plan.
2. I described the work plan to date and responded to questions from the group, mainly Cargill.

3. One concern centered on what Cargill felt was a large number of piezometers and lysimeters on the farm, which would themselves lead to the preferential flow of nutrients applied in slurry to Big Creek.

4. Another concern was the export of any solids that might be produced by any solid-liquid manure treatment process would violate the permitted plan and require it to be reopened and re-permitted. An outcome Cargill did not want for obvious reasons.

5. They appeared to be less concerned about in-stream monitoring because that did not directly involve the farm.

The main outcome of the meeting was to revise the plan based on what WE felt are valid concerns. Fields 5, 6, and 7 directly below the house facilities and lagoons are all off-limits and another visit to the farm is planned for this Friday to locate other fields along the bank of the Big Creek that would be suitable for our monitoring. The new sites would be included in the revised plan, which would need to be finalized by next Tuesday (September 3rd) prior to a Legislative Committee meeting on the 5th. A decision would be then made as to whether to move forward with this plan conducted by the Division of Agriculture, at the request of the landowner and with the approval of Cargill and leased landowners, whose property Jason is applying slurry to.

As Jason is not available on Thursday, we will be making another farm visit to pin down fields on Friday 30th. I will be leaving at 11:00 to spend the afternoon looking at a few more fields to include in the plan. I have a rescheduled conference call at 10:00 to 11:00 that I need to complete first and as wireless signal might not be available on the drive over to Mt Judea, I cannot risk being disconnected from the call.

Brian, Mike, Karl, and Rick are any of you willing and able to visit the farm then? If not I will take photos and share with you. We just need to define which fields we can work on that will provide credible, scientifically rigorous information on nutrient flows on fields typical of those he is applying manure to. The plan we develop and submit will have to stand up to the rigorous review of our peers in the research and extension community. While we might be able to tweak it slightly, I think we obviously need a better idea of the fields we will be focusing on.

Thank you,

Andrew

Office: (479) 575-5721

ATTACHMENT L

**MEMORANDUM OF AGREEMENT
BETWEEN THE
BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS SYSTEM
FOR AND ON BEHALF OF THE
UNIVERSITY OF ARKANSAS SYSTEM-DIVISION OF AGRICULTURE
AND THE
ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY**

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as "MOA") is made and entered into between the Board of Trustees of the University of Arkansas System for and on behalf of the University of Arkansas System-Division of Agriculture (hereinafter referred to as "University") and the Arkansas Department of Environmental Quality (hereinafter referred to as "ADEQ" or the "Department").

WITNESSETH:

WHEREAS, ADEQ is an agency of the State of Arkansas vested with authority to administer environmental regulatory programs, and ADEQ's mission is to protect, enhance, and restore the natural environment for the well-being of all Arkansans; and

WHEREAS, one of the many duties of ADEQ is to issue permits for certain livestock operations, including confined animal feeding operations (hereinafter referred to as "CAFOs"); and

WHEREAS, pursuant to its statutory duties and in compliance with applicable state and federal environmental laws and regulations, ADEQ issued a general permit for CAFOs operating in the state; and

WHEREAS, the first facility permitted under the new general permit for CAFOs is C&H Hog Farm located in the Buffalo River watershed in Newton County; and

WHEREAS, the Buffalo River, designated as the nation's first national river, is unquestionably a scenic and environmental treasure and the maintenance of its natural beauty and pristine water is recognized as important to all citizens of the state; and

WHEREAS, out of concern for protecting the Buffalo River and its tributaries, the Governor has taken the extraordinary step of seeking authorization from the Legislature for \$340,510.00 to conduct additional testing in areas on or near the permitted CAFO, C&H Hog Farm, in the Buffalo River watershed; and

WHEREAS, the University of Arkansas System-Division of Agriculture has professionals with expertise in soil and water monitoring and the design and implementation of best practices relevant to the compliance of farm operations to state and federal laws;

NOW, THEREFORE, in furtherance of ADEQ's mission to protect the environment and administer regulatory programs, University and ADEQ agree as follows:

I. Scope of Agreement

A. University agrees to:

1. Undertake and complete a study of the potential for water quality impacts within the Buffalo River watershed from animal wastes produced by the permitted CAFO, C&H Hog Farm, and its operations within the watershed. University shall designate individuals with professional qualifications and expertise sufficient to design and implement such study, including but not limited to best placement for monitoring wells, sampling and testing as necessary for a thorough and informed analysis. This study shall be for the review and consideration of ADEQ and other state officials. Although carried out for the use and benefit of ADEQ and to inform its ultimate performance of its regulatory functions, the study shall be funded and conducted independently of ADEQ and shall meet the requirements of an independent study conducted by professionals in the field of water quality.
2. Provide ADEQ with a Project Plan and time line for the implementation and completion of the water quality study as described herein.
3. Provide ADEQ with quarterly written reports due each quarter of each year this Agreement remains in effect, beginning with the first report due on or before January 31, 2014, the second report due on or before March 31, 2014 and continuing quarterly ending with the final report which will contain conclusions and recommendations, due on or before June 30, 2019. The quarterly reports shall be in a format approved mutually by ADEQ and University, and, at a minimum, shall include a summary of all Project Plan activities performed by University during the preceding quarter.
4. Seek additional funding from appropriate sources as needed for completion of the study in accordance with the Project Plan.

B. ADEQ agrees to:

1. Assist University with obtaining access to conduct the study if access is denied by any property owner.
2. Assist and support University's independent study as appropriate through the sharing of relevant data and information available to ADEQ.

II. Term

This Agreement shall become effective as soon as signed by both parties and shall remain in force until June 30, 2019, unless terminated earlier in accordance with other provisions herein.

III. Termination

- A. This Agreement may be terminated by mutual consent of the parties, or by one party upon thirty (30) days written notice.

B. In the event the State of Arkansas fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement, then this Agreement shall be automatically terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes.

IV. Amendment

Amendments to this Agreement may be proposed by either party upon written notice to the other party, and such amendments shall become effective as soon as signed by both parties hereto.

V. Notices

Any notices required hereunder shall be addressed as follows:

To ADEQ:

Teresa Marks, Director
Arkansas Dept. of Environmental Quality
5301 Northshore Dr.
North Little Rock, AR 72118-5317
Tel. (501) 682-0959
Fax (501) 682-0798

With a copy to:

Tammera Harrelson, Chief Counsel
Arkansas Dept. of Environmental Quality
5301 Northshore Dr.
North Little Rock, AR 72118-5317
Tel. (501) 682-0886
Fax (501) 682-0891

To UNIVERSITY:

Dr. Mark Cochran
Vice President for Agriculture
University of Arkansas System
Division of Agriculture
2404 N. University Ave.
Little Rock, AR 72207-3608
Tel. (501) 686-2540
Fax (501) 686-2543

With a copy to:

University of Arkansas System
Attn: Office of General Counsel
2404 North University Avenue
Little Rock, AR 72207-3608
Tel. (501) 686-2520
Fax (501) 686-2517

VI. Miscellaneous:

A. The officials executing this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of University and ADEQ, respectively, and that the terms and provisions hereof constitute valid and enforceable obligations of each.

B. This Agreement shall be interpreted and construed in accordance with the laws of the State of Arkansas.

C. No transfer or assignment of this Agreement, or any part thereof or interest therein, shall be made unless all of the parties first approve such transfer or assignment in writing.

D. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement.

**BOARD OF TRUSTEES OF THE
UNIVERSITY OF ARKANSAS SYSTEM
FOR AND ON BEHALF OF THE
UNIVERSITY OF ARKANSAS
DIVISION OF AGRICULTURE**

By: 
Ann Kemp Vice-President
for Administration

Dated this 5 day of Sept., 2013.

**ARKANSAS DEPARTMENT OF
ENVIRONMENTAL QUALITY**

By: _____
Teresa Marks, Director

Dated this _____ day of _____, 2013.

ATTACHMENT M

Beebe: state-funded independent monitoring of hog farm doesn't need landowner permission

Posted by David Ramsey on Thu, Aug 15, 2013 at 1:48 PM

As noted on John Brummett's blog_yesterday, Gov. Mike Beebe plans to proceed with a request for legislative approval to spend \$250,000 in rainy day funds on testing and monitoring at the C&H Hog Farm in Mt. Judea. The facility has stirred controversy because of its proximity to a tributary of the Buffalo River and concerns about impacts on the community of Mt. Judea. Beebe said that he was hopeful that C&H — and surrounding landowners who have agreed to let C&H spray hog waste as fertilizer on their fields — would be on board. However, if approved by the Legislative Council, the state would have the legal authority, Beebe said, to proceed with the program with or without the permission of C&H or the owners of the spray fields.

"We'd always do normal monitoring under existing laws," Beebe said. "I felt like, with all of the concern that exists with regard to potential harm to the Buffalo or any of the watershed up there, I just thought we'd go further, be double sure and put in extensive monitoring — so if there is a problem, if the fears are legitimate, then we've got data and can immediately take steps to do whatever it takes to protect the environment." The monitoring would be conducted by water experts from the University of Arkansas, who are still developing the details and scope of the program.

Beebe said that administration officials would make a presentation on the program at the next Legislative Council meeting (set for next month). "I don't anticipate any problem," he said.

There have been murmurs that Cargill, the owner of the hogs and the farm's sole customer, has given pushback to the idea (Cargill told us they had no comment until they see the actual proposal).

The governor, who said that he has not spoken directly with Cargill, said "we don't care about that."

The Farm Bureau and a bipartisan group of legislators — including Democrats Greg Leding and Warwick Sabin and Republicans David Branscum and Kelly Linck — have been generally positive about the idea of third-party testing. C&H has as well, though any resistance from Cargill would likely give them pause.

"We are hopeful for something that all parties can agree on," Farm Bureau spokesman Steve Eddington said. "Certainly the governor has some latitude to pursue testing and monitoring. But anything that significant is

going to work best when all the appropriate parties are in agreement on the best way to accomplish it. We continue to work with the farmers at C&H to protect their interests."

The potential monitoring program would be led by Andrew Sharpley, a renowned soil and water quality expert at the University of Arkansas. Sharpley's team would in effect be deputized by the state, under the auspices and authority of ADEQ, to conduct their study. The governor said that after researching the question, his office has concluded that the state has the authority to do so "with or without landowners' permission" from either C&H or owners of the spray fields.

ADEQ Director Teresa Marks said that she has not yet had extensive discussions with the U of A researchers about the project. "We want to go ahead and let them do whatever they need to do to make sure they get a good and thorough study," she said. Marks said that if they discovered a problem linked to the farm, they could potentially recall and revise either the general permit that C&H is operating under or the specific nutrient management plan C&H developed as part of the permit (in either scenario, C&H would be given a period of time to make corrections, during which they could continue to operate under the general permit).

"If none of that works, ultimately it could all be denied," Beebe added. He said that it was important that the study focus on any possible environmental harm directly connected to the operation of the farm. "If that shows there's harm to that river then it would be my instructions that we do whatever is necessary to immediately cease that harm," he said. Beebe said it was difficult to speculate on state response because it is unknown what the potential U of A study will find, but in the case of an extreme problem: "if it was catastrophic, all immediate remedial action including but not limited to 'cease and desist' would be an option available for the state."

One point to bear in mind politically: the phrase "with or without landowners' permission" is certain to raise the hackles of folks in Newton County; there is the potential for an ugly fight if not everyone gives the okay to the testing program

ATTACHMENT N



C & H Hog Farm-Upper Left

Field 7- Center

Mt. Judea School -Bottom Right