

STATE OF MICHIGAN
IN THE 30TH JUDICIAL CIRCUIT
COUNTY OF INGHAM

MICHIGAN DEPARTMENT OF
ENVIRONMENTAL QUALITY,
(Water Division), and STEVEN E.
CHESTER, Director of the Michigan
Department of Environmental Quality,

No. 04-1091-CE

Honorable Paula J.M. Manderfield

Plaintiffs,

v

HOFFLAND DAIRY, LLC,

Defendant.

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and Agriculture Division
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CONSENT JUDGMENT

At a session of Said Court held in the courtroom, City of Lansing,
Michigan, on the 31st day of January, 2006.

Present: Honorable Paula J.M. Manderfield
 Circuit Court Judge

The Parties agree that settlement of this action is in the public interest and consent to the entry of this Consent Judgment (Judgment), without further litigation, as the most appropriate means of resolving the allegations raised by Plaintiffs in the Complaint filed with the Court on

August 4, 2004 and supplemented on March 10, 2005. As evidenced by the signatures below, the Parties agree to, and shall be bound by, the terms and findings of this Judgment.

The entry of this Judgment by Defendant is neither an admission nor a denial of liability with respect to any issue dealt with in this Judgment nor an admission or denial of any factual allegations or legal conclusions stated or implied herein.

This Judgment requires the completion of specified activities by Defendant pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); MCL 324.3101 et seq., at Defendant's Dairy Operation that is the subject of the Complaint.

NOW, THEREFORE, before the taking of any testimony, without trial of any issue of fact or law, and upon the consent of the Parties, by their attorneys, it is hereby ORDERED, ADJUDGED AND DECREED:

I. JURISDICTION AND VENUE

A. This Court has jurisdiction over the subject matter of this action pursuant to MCL 324.3115(1). This Court also has personal jurisdiction over the Defendant. Defendant waives all objections and defenses that it might have with respect to the jurisdiction of the Court.

B. Venue is proper in this circuit pursuant to MCL 324.3115(1).

C. The Court determines that the terms and conditions of this Consent Judgment are reasonable, adequately resolve the environmental issues raised in the Complaint, and properly protect the interests of the people of the State of Michigan.

D. The Court shall retain jurisdiction over the Parties and subject matter of this action to enforce this Judgment and to resolve disputes arising under the same, including those that may be necessary for its construction, execution, or implementation, subject to Sections XVII (Dispute Resolution) and XXIII (Termination).

II. PARTIES BOUND

A. Plaintiff Michigan Department of Environmental Quality ("MDEQ") is a principal department within the Executive Branch of the State of Michigan pursuant to Executive Order 1995-18. The MDEQ is the state agency mandated to provide for the protection of the natural resources of the state from pollution, impairment, and destruction. MCL 324.101, MCL 324.301, MCL 324.501, and Executive Orders 1873-2, 1976-8, and 1995-18.

B. Plaintiff Steven E. Chester is the Director of the MDEQ as appointed by Governor Jennifer M. Granholm.

C. Defendant Hoffland Dairy, LLC owns and operates a dairy operation known as Hoffland Dairy, formerly known as VanderHoff Dairy, which houses 680 cows and is located in the State of Michigan, County of Lenawee at 9510 Haley Road, Clayton.

D. The provision of this Consent Judgment shall be binding on the Parties, their officers, agents, successors and assigns. No change or changes in the ownership or other legal status of the Defendant, including, but not limited to, any transfer of assets or of real or personal property, shall in any way alter Defendant's responsibilities under this Judgment unless expressly agreed to by the MDEQ as an amendment to this Judgment. Defendant shall provide the MDEQ with written notice prior to the transfer of ownership of part or all of the Production Areas of the Dairy Operation and shall also provide a copy of this Judgment to any subsequent owners or successors prior to the transfer of any ownership rights.

E. Defendant shall provide a copy of this Judgment to all contractors, subcontractors, and consultants that are retained to conduct any portion of the compliance activities to be performed pursuant to this Judgment, and to the employees overseeing environmental management of the Dairy Operation under Section VIII, within three calendar days of the effective date of such retention.

F. Notwithstanding the terms of any contract(s) that Defendant may enter with respect to the compliance activities to be performed pursuant to this Judgment, Defendant is responsible for compliance with the terms of this Judgment and shall ensure that its contractors, subcontractors, consultants, and employees perform all compliance activities in full conformance with the terms and conditions of this Judgment.

III. STATEMENT OF PURPOSE

In entering into this Judgment, it is the mutual intent of the Parties that Defendant will do the following:

1. Prevent Unlawful Discharges to waters of the state;
2. Assure that Defendant maintains a Balance between waste production and waste utilization and/or disposal at its Dairy Operation;
3. Eliminate the land application of Agricultural Waste to snow or ice covered land under conditions in which the Agricultural Waste cannot be injected or incorporated into the soil;
4. Comply with the NPDES permit for the Dairy Operation as issued subsequent to the entry of this Judgment;
5. Create and implement a certified CNMP for the Dairy Operation to reflect the terms of this Judgment;
6. Partially reimburse Plaintiff for Costs of Surveillance and Enforcement as well as for reasonable attorney's fees; and
7. Pay a civil fine commensurate with the violations alleged in the Complaint and in the future pay stipulated fines as required by this Judgment for failures to meet its obligations.

IV. DEFINITIONS

A. "Agricultural Waste" means any Production Area Waste, manure, process wastewater or any combination thereof.

B. "Attorney's fees" means those monies expended by the State eligible for reimbursement in accordance with MCL 3115(1).

C. "Balance" means that the amount of waste produced is completely and properly utilized, stored, or disposed of such that no Unlawful Discharges occur to the waters of the state.

D. "Certified CNMP Provider" is a person that attains and maintains educational and technical certification requirements as agreed to by a certifying organization that has signed a Memorandum of Understanding with the United States Department of Agriculture Natural Resources Conservation Service.

E. "Complaint" means the civil complaint that Plaintiff's filed on August 4, 2004, along with the first amended complaint filed on March 10, 2005.

F. "Certified Comprehensive Nutrient Management Plan" or "certified CNMP" means a plan approved by a Certified CNMP Provider to manage all facets of the animal feeding operation necessary to protect water quality and minimize impacts to human health and the environment.

G. "Costs of Surveillance and Enforcement" means costs incurred by the MDEQ in investigation and enforcement of this matter, up to the date of entry of this Judgment.

H. "Dairy Operation" means the Production Area of Hoffland Dairy and any additional lands under Defendant's ownership or control utilized for the application of Agricultural Waste.

I. "Day" or "Days" means a calendar day, unless otherwise specified in this Judgment. "Business Days" exclude Saturdays, Sundays, and holidays.

- J. "Defendant" means Hoffland Dairy, LLC.
- K. "Effective Date" means the date that the Court enters this Judgment.
- L. "Hoffland Dairy" means the Dairy Operation owned and operated by Hoffland Dairy, LLC located at 9510 Haley Road, Clayton, Ingham County, Michigan.
- M. "Judgment" means this Consent Judgment, including any future modifications.
- N. "NPDES" means the National Pollutant Discharge Elimination System permit program as it is administered by the MDEQ-Water Bureau through federal delegation.
- O. "Part 31" means Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); MCL 324.3101 et seq.
- P. "Party" means the Plaintiffs or Defendant. "Parties" means the Plaintiffs and Defendant.
- Q. "Plaintiffs" means the Michigan Department of Environmental Quality (MDEQ) and MDEQ Director Steven E. Chester. "Plaintiffs" shall also include any and all successor entities of the MDEQ and those persons or entities acting on its behalf.
- R. "Production Area" means the portion of Hoffland Dairy used for animal product production activities including, but not limited to, animal confinement, manure storage, raw materials storage, and waste containment areas, but does not include pastureland, crop land, or land used for the application of Agricultural Waste.
- S. "Production Area Waste" means manure and any water from the Production Areas and any precipitation which comes into contact with, or is contaminated by, manure or any of the components of the Production Areas. Production Area Waste does not include water from land application areas.
- T. "Silage Leachate" means a liquid, containing organic constituents that result from the storage of harvested plant materials.

U. "State" and "State of Michigan" means the MDEQ and MDAG and any authorized representative acting on their behalf.

V. "Submissions" means all plans, reports, schedules, and other submittals that Defendant is required to submit to the State pursuant to this Judgment. "Submissions" does not include the notifications set forth in Section X (Emergency Response).

W. "Unlawful Discharge" as used prior to the issuance of an NPDES permit for the Dairy Operation, means any discharge of any Agricultural Waste from the Dairy Operation that violates Michigan's Water Quality Standards along with any other discharges from Production Areas that occur during dry or wet weather event, less than the 25-year/24-hour storm event or a similar chronic or catastrophic precipitation event. Unlawful discharge does not include discharges from land application areas that do not violate Water Quality Standards if the land application was undertaken in accordance with the current certified-CNMP. "Unlawful Discharge", as used after the issuance of an NPDES permit for the Dairy Operation, means any discharge that is not authorized by the NPDES permit.

X. "Untreated Agricultural Waste" means all agricultural waste from the cow barns, excluding solid pack manure, that has not been processed in the Press Treatment System.

Y. "Water Bureau" or "WB" means that Bureau of the MDEQ and any successor entities charged with implementing Part 31 or the NREPA and the NPDES program in order to protect waters of the state from impairment.

Z. "Water Quality Standards" means the Part 4, Water Quality Standards developed pursuant to Part 31 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, being Rule 323.1041 through 323.1117 of the Michigan Administrative Code.

AA. Unless otherwise defined herein, all terms used in this document, which are defined in pertinent parts of the NREPA and associated administrative rules and/or permits or the

federal Clean Water Act, shall have the same meaning in this document as in those pertinent parts, rules, and/or permits.

V. COMPLIANCE WITH STATE AND FEDERAL LAWS

All actions required to be taken pursuant to this Judgment shall be undertaken in accordance with the requirements of all applicable or relevant and appropriate state and federal laws, rules, and regulations including the procurement of all necessary permits and approvals.

VI. COMPLIANCE ACTIVITIES RELATED TO THE COMPREHENSIVE NUTRIENT MANAGEMENT PLAN

A. Within 90 days of the Effective Date of this Judgment, Defendant shall submit to the MDEQ for review and comment, and begin implementation of, a Comprehensive Nutrient Management Plan (CNMP) prepared and approved by a Certified CNMP Provider.

B. To the degree not already performed, Defendant shall identify the land areas available to the Defendant that may be used for the land application of Agricultural Wastes from the Dairy Operation without causing Unlawful Discharges to waters of the state. This demonstration shall take into account field specific conditions including soil type, location of tile outlets, tile risers, and tile depth to determine a field's suitability for land application of Agricultural Waste. The field-by-field assessment shall also include plans for repairing damaged tiles as well as maintaining buffer strips or equivalent measures designed to prevent unlawful discharges. Defendant shall identify these land application areas in the CNMP.

C. Defendant shall revise the CNMP:

1. At any time that the production of Agricultural Waste may exceed Defendant's capacity to utilize or dispose of the Agricultural Waste;
2. Prior to any other significant change in Defendant's Dairy Operation, such as an increase in herd size, that increases the production of Agricultural Waste;

3. Whenever there is a discharge or other violation of this Judgment that could have been prevented by a change in the CNMP; and
4. For other changed circumstances requiring revision in accordance with the applicable NPDES permit.

D. In addition to making the CNMP revisions as described in Section VI., Paragraph C., Defendant shall review and revise the CNMP annually as necessary to address changes to the Dairy Operation made during the past year. Where the CNMP has been revised during the past year or during the annual review, Defendant shall, not later than April 1 of each year, provide to the WB Jackson District Supervisor a complete copy of the revised certified CNMP along with a certification statement that all necessary revisions were incorporated.

VII. PERMITTING REQUIREMENTS

A. Within 30 days of the Effective Date of this Judgment, Defendant shall submit a complete application for a National Pollutant Discharge Elimination System (NPDES) permit to the MDEQ. Defendant agrees to provide the MDEQ with additional information required to generate the permit within 14 days of receipt of a written request for such information from the MDEQ.

B. Within 45 days of the Effective Date of the Judgment, Defendant shall complete its dye testing of all conduits within the Production Area at Hoffland Dairy to assure that all conduits transporting process wastewater and Silage Leachate are connected to proper containment areas and to assure that conveyances dedicated to the transport of clean storm water are free of contamination from manure or other polluting materials.

C. Once issued, where differences occur between this Consent Judgment and the applicable NPDES permit, this Consent Judgment shall control.

VIII. COMPLIANCE ACTIVITIES RELATED TO THE LAND APPLICATION OF LIQUID AGRICULTURAL WASTE

A. Defendant shall not cause or allow any Unlawful Discharges from the Dairy Operation.

B. On and after the Effective Date of this Judgment, Defendant agrees to cease the application of Agricultural Waste to ground that is completely or partially snow and/or ice-covered, except where the Agricultural Waste can be injected or incorporated into the soil within 24 hours of the end of application.

C. Before initiating any land application of Agricultural Waste to fields other than those evaluated pursuant to the field-by-field assessment criteria described in Section VI, Paragraph B., Defendant shall demonstrate that it can land apply Agricultural Wastes to those fields without causing any Unlawful Discharges to the waters of the state. This demonstration shall be made using the same field-by-field assessment criteria described in Section VI, Paragraph B and shall be submitted to the WB District Office at least 48 hours prior to the commencement of land application to that particular field. If Agricultural Waste cannot be applied to a particular field without causing an Unlawful Discharge, then Defendant shall not land apply to that field.

D. Prior to conducting any and each land application of Agricultural Waste, Defendant shall undertake specific actions to ensure that no Unlawful Discharge occurs to waters of the state as a result of the land application. These actions shall be documented in a "Land Application Inspection and Evaluation Log" which shall be stored in an easily accessible location such that it is immediately available upon MDEQ request. The log shall document, as a minimum, the following:

1. The location of the application area accurately identified. Once the Natural Resource Conservation Service has finished its mapping of the

- land application areas through geographic information systems (GIS) technology, the application areas shall be identified by GIS location;
2. The time, method and application rate for each location at which Agricultural Wastes are land applied;
 3. Inspection of a field no earlier than 24 hours prior to each land application of Agricultural Waste to that field to evaluate the current suitability of the site for application. This inspection shall document the state of all tile outlets, evidence of soil cracking, the moisture holding capacity of the soil, and crop maturity;
 4. Defendant shall track weather forecasts as presented by the National Weather Service at www.nws.noaa.gov/mdl/synop/products.shtml to ensure that there is no greater than a 50% probability of a rain event exceeding one-half inch forecasted to occur during application or within the 24 hours following the land application of Agricultural Wastes. Records of all forecasts relied upon by Defendant in determining whether to land apply to a given field at a given time shall be maintained by Defendant in the Land Application Inspection and Evaluation Log. Land application shall cease if at any time before or during application rain exceeding one-half inch is forecast during application or within 24 hours after application.
 5. All tile outlets draining a given field shall be visually inspected immediately prior to the land application of wastes to that field. Tile outlets shall be inspected again upon the completion of the land

application to the field or at the end of the working day should application continue on the field for more than one day.

6. All fields to which Agricultural Wastes have been applied in the prior month shall be inspected within 24 hours after a rain event on one-half inch or greater. All tile outlets from a given field shall be visually inspected for signs of an Unlawful Discharge of Agricultural Waste. Should an inspection reveal a discharge bearing color, odor, or other unnatural characteristic indicative of an Unlawful Discharge of Agricultural Waste, then Defendant or his representative shall immediately notify the MDEQ of the suspected Unlawful Discharge in accordance with Section X of this Judgment.

E. Upon the Effective Date of this Judgment, Defendant shall provide MDEQ with at least 48 hours notice identifying the fields where land application will occur. Defendant has the option of satisfying this requirement by submitting, on the Friday before each week during which land application will occur, a written list of the fields that Defendant may use for land application during the next week. The notice shall be submitted to the WB Jackson District Office and shall include the location of the fields to which Agricultural Wastes are to be applied as well as the proposed rate of application denoted in gallons per acre. In addition, this notice shall be signed and dated by an authorized representative of the Dairy Operation.

F. Defendant shall inspect all waste storage structures or devices for freeboard, overflows, broken pipes or equipment failure and any leaks, seeps, erosion or damage caused by burrowing animals. All piping, transfer lines and catch basins shall also be inspected and maintained as necessary. Aboveground piping and transfer lines shall be inspected daily while in use, while waste storage structures, waste storage devices and catch basins shall be inspected

weekly as a minimum. Routine maintenance, including mowing of berms, shall be conducted in a manner to facilitate these inspections. Defendant shall develop a checklist to be used by Defendant when performing inspections pursuant to this paragraph in order to document the occurrence of inspections as well as any issues encountered. This checklist shall be submitted for MDEQ review and approval within 30 days of the Effective Date of this Judgment and shall be revised prior to implementation of any new treatment systems. All documents pertaining to these inspections of the Dairy Operation shall be included in an inspection log, which shall be stored in an easily accessible location such that it is immediately available upon MDEQ request.

G. Open pits used as waste storage structures shall at all times maintain a minimum 12 inches freeboard along with additional capacity to contain all precipitation from a 25-year/24-hour storm that would be directed to the structure. Within 45 days of the Effective Date of this Judgment, Defendant shall install fixed markers on all waste storage structures or devices to reflect both the 12 inch freeboard and 25-year/24-hour storm volumes. All subsequent installations of storage structures or devices shall be marked in a similar manner. Defendant shall not be in violation of this paragraph if a precipitation event causes the waste to rise above the required level, provided that Defendant restores the freeboard and storm capacity to the required level during the next five consecutive days, weather and field conditions permitting. The provisions of this paragraph in no way prohibit the MDEQ from exercising any right it may have to demand immediate corrective action or any other remedies to which the MDEQ is entitled should Defendant's storage structures pose an imminent threat to human health or the environment.

H. Within 90 days of the Effective Date of this Judgment, Defendant shall either install and utilize flow meters on the equipment used for the land application of Agricultural Waste or shall measure the rate of application by comparing the amount of Agricultural Waste

with the acreage covered by the application. Starting no later than 90 days after the Effective Date of this Judgment, Defendant shall keep records of the amount of Agricultural Waste that Defendant transports and applies to land. Defendant shall also maintain records of all Agricultural Waste transferred to other persons. These records shall be kept in the Land Application Inspection and Evaluation Log or at another appropriate location such that they are immediately available upon MDEQ request.

I. In order to accomplish the activities required by this Judgment, Defendant shall, within 90 days of the Effective Date of this Judgment, designate one or more employees to oversee environmental management at Defendant's Dairy Operation and provide to the MDEQ, in writing, the contact information for the designated individual. This environmental manager will coordinate activities under this Judgment and other environmental regulations and permits and will serve as the MDEQ's first point of contact in evaluating Defendant's compliance with this Judgment, other environmental regulations and permits, or in responding to complaints.

IX. PRODUCTION AREA IMPROVEMENTS

A. Within 45 days of the Effective Date of this Judgment, Defendant shall submit to the MDEQ an evaluation of existing storage capacity with a plan for the construction of additional storage should the facility fail to attain a minimum of six months' storage for all production area waste and storm events up to the 25 year-24 hour storm event prior to December 1 of each year. Any plan for the construction of additional storage must include a date for completion of the project which shall become a deadline enforceable under the provisions of this Judgment.

B. Defendant shall develop and submit to the MDEQ within 30 days of the Effective Date of this Judgment an Operations & Maintenance Guide for the operation of the gate valve installed near the earthen storage lagoon. Defendant shall also provide certification with

supporting documentation to the MDEQ that the necessity to install additional catch basins and gate valves in the Dairy Operation's drainage pipes has been fully evaluated and deemed unnecessary.

C. Defendant agrees that, within 15 months of the Effective Date of this Judgment, Defendant shall provide a draft work plan bearing the stamp of a licensed professional engineer detailing the construction of a Press Technology System as described in Attachment A, or a system that is substantially similar in its effectiveness for separating solids and liquids, to MDEQ for review and approval. The parties agree that the Press Treatment System shall include a pre-thickener and a screw press for the purposes of separating liquids from solids and otherwise improving the quality of treated wastewater. The solids generated by this system shall be composted. The parties agree that a portion of the Press Technology System may provide treatment of Agricultural Wastes exceeding the requirements of law. An adequate work plan must include:

1. a description of waste inputs, outputs, and components of the Press Treatment System with particular attention given to the operation, maintenance, and anticipated effluent quality of the Press Treatment System;
2. a detailed map denoting the proposed location of each component;
3. design plans and/or blueprints detailing the Press Treatment System;
4. a description of how existing waste storage structures at the Production Area will be incorporated into the Press Treatment System;
5. a description of all solids storage structures;

6. a detailed description of how Agricultural Waste not processed through the Press Treatment System will be disposed of; and
7. a proposed monitoring plan that at a minimum contains soil sampling requirements to measure phosphorus levels in fields to which Agricultural Wastes will be applied and sampling of liquids and solids prior to land application to ensure that phosphorus is applied at agronomic rates. Sampling shall occur on a semi-annual basis unless additional sampling is required by the CNMP.

D. Defendant shall submit a final work plan bearing the stamp of a licensed professional engineer and incorporating MDEQ comments on the draft work plan within two months after receiving MDEQ's comments on the draft work plan. The parties agree that Defendant may subsequently submit an amended work plan for MDEQ approval to incorporate improvements in technology.

E. Defendant shall begin construction of the Press Treatment System by June 1, 2008. For the purposes of this Judgment, "begin construction" means the purchase of necessary equipment and infrastructure for the installation of the Press Treatment System.

F. Defendant shall complete installation of the Press Treatment System by January 31, 2009. Operation of the Press Treatment System shall begin within one month after completion of construction. Land application of Untreated Agricultural Waste shall accordingly cease no later than March 1, 2009.

F. An operation and maintenance guide shall be submitted to the MDEQ at least one month prior to the start of operation of the Press Treatment System. If Defendant modifies the operation and maintenance guide at any time, an up-to-date guide shall be provided to MDEQ. The operation and maintenance guide must include, but is not limited to, inspection methods and

schedules, disposal methods for treated effluent and composted solids, plans for back-up power and/or other contingency plans, and procedures for chemical addition.

X. EMERGENCY RESPONSE

A. In the event of an Unlawful Discharge to surface waters or other spill of polluting materials to the ground or water, Defendant shall undertake the following measures:

1. Upon the discovery of an Unlawful Discharge of any Agricultural Waste or other spill of polluting materials to the ground or water, Defendant shall take immediate corrective measures to contain any losses of Agricultural Waste or other polluting material to prevent any further Unlawful Discharge or spill to waters to of the state.
2. Defendant shall immediately upon discovery of any Unlawful Discharge of Agricultural Waste or other polluting material to surface waters of the state notify the WB Jackson District Office. Emergency notification shall be as follows:
 - a. Monday through Friday, during the hours of 8:00 AM to 5:00 PM, contact the MDEQ WB Jackson District Office at 517-780-7690.
 - b. At all other times, contact the Pollution Emergency Alerting System (PEAS) Hotline at 800-292-4706.
3. In addition to the verbal notification requirement above, Defendant shall provide written notification to the WB Jackson District Supervisor and the Chief of WB Enforcement Unit within 14 calendar days following the discovery of any Unlawful Discharge of Agricultural Waste or other polluting material to surface waters of the state. The written notification shall include:

- a. A description and cause of the Unlawful Discharge or other spill, including an estimate of the discharge volume, and any water quality analytical data obtained by Defendant by that time;
- b. The estimated duration of the Unlawful Discharge, including the date and time of the commencement and cessation of the discharge to the extent known;
- c. The corrective measures that were or will be implemented to prevent a future occurrence; and
- d. Copies of all pertinent records maintained pursuant to Section XII of this Judgment.

XI. REPORTING

A. Defendant shall verbally report any violation of this Judgment to the WB Jackson District Supervisor not later than the close of the next business day following detection of such violation, and shall provide a written report within 14 business days after detection of such violation both to the WB Jackson District Supervisor and the Chief of the WB Enforcement Unit. The written report shall include a detailed description of the violation, the precise cause or causes of the violation, a detailed description of any action taken or proposed to correct the violation, and a schedule for the implementation of any proposed corrective action. Defendant shall report any anticipated violation of this Judgment to the MDEQ, WB Jackson District Supervisor in advance of the relevant deadlines whenever reasonably practicable.

B. Commencing upon the Effective Date of this Judgment, Defendant shall provide the Plaintiff with monthly progress reports by the fifteenth of every month regarding activities and other matters taking place on or near Defendant's Dairy Operation that are required by this

Judgment. These progress reports shall be signed and dated by an authorized representative of the Dairy Operation and shall include the following:

1. A description of the activities that have been taken towards achieving compliance with this Judgment during the previous reporting period;
2. All results of sampling and tests (including dye tests and tile line investigations) and other data received by Defendant, its employees or authorized representatives during the previous reporting period;
3. The status of any issues that have arisen, which may or will delay or prevent the performance of activities to be undertaken pursuant to this Judgment, and a description of how Defendant proposes to resolve those issues;
4. A description of the nature and approximate amount of Agricultural Waste that was generated as part of the agricultural operations at the dairy and the name and location of the fields or other facilities used to dispose of the Agricultural Waste. The name of any transport service, if other than Defendant, shall also be included; and
5. A description of activities required by this Judgment that are scheduled to occur during the next reporting period.

XII. RECORD RETENTION AND ACCESS TO INFORMATION

A. Until five years after the termination of this Judgment, Defendant shall retain, and shall instruct its contractors, agents, and representatives to preserve, all non-identical copies of records and documents, including records or documents in electronic form, that this Judgment requires Defendant to create or maintain.

B. Upon MDEQ request, Defendant shall provide to the MDEQ copies of all documents and information within the possession or control of Defendant, its employees, contractors, agents, or representatives that this Judgment requires Defendant to create or maintain. Defendant shall not prevent its employees, contractors, agents, or representatives from discussing with MDEQ any relevant facts, except for privileged information, concerning the performance of activities undertaken pursuant to this Judgment.

C. This Judgment in no way limits or affects any right to obtain information held by the MDEQ pursuant to applicable laws, regulations, and/or permits, nor does it limit or affect any duty or obligation of Defendant to maintain records or information imposed by applicable laws, regulations or permits.

XIII. ACCESS

A. Upon the Effective Date of this Judgment and to the extent the Dairy Operation and associated property are owned, controlled by, or available to Defendant, the MDEQ as well as its authorized employees, contractors and consultants shall, upon presentation of proper credentials and providing reasonable notice to Defendant, have access at all reasonable times to the Dairy Operation and associated property for the purpose of conducting any activity for which access is required for the implementation of this Judgment, including, but not limited to:

1. Monitoring activities taking place pursuant to this Judgment;
2. Verifying any data or information submitted to the MDEQ;
3. Conducting investigations relating to discharges of potentially injurious substances from Defendant's Dairy Operation;
4. Obtaining samples;
5. Assessing the need for corrective action or other response activities at or near Defendant's Dairy Operation;

6. Assessing pollution control structures to assure the effectiveness and integrity of the structure(s);
7. Inspecting and copying non-privileged records, inspection logs, contracts and other documents maintained pursuant to this Judgment;
8. Communicating with Defendant, Defendant's personnel, representatives or consultants for the purpose of assessing compliance with this Judgment;
9. Determining whether Defendant's Dairy Operation or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to this Judgment;
10. Assuring the protection of public health, safety, and welfare and the environment; and
11. Conducting tests and inspections pursuant to Part 31.

B. To the extent that property where activities are performed by the Defendant under this Judgment is owned or controlled by persons other than Defendant, Defendant shall use its best efforts to secure from such persons access for the Parties and their authorized employees, contractors and consultants. Defendant shall provide the MDEQ with a copy of each access agreement secured pursuant to this section. For the purposes of this paragraph, "best efforts" includes but is not limited to, providing reasonable consideration acceptable to the owner. A delay in obtaining access shall not be an excuse for delay in the performance of activities required pursuant to this Judgment unless the delay was caused by a Force Majeure event pursuant to Section XVI.

C. Any lease, purchase, contract or other agreement entered into by Defendant that transfers to another person a right of control over land that Defendant continues to use for the

application of Agricultural Wastes from the Dairy Operation shall contain a provision preserving for the MDEQ the access provided for under this section.

XIV. NOTICES

A. Except where this Judgment already identifies the persons to whom a document or information is to be submitted, any submittal, notice, report, documentation, or recitation required by this Judgment shall be submitted to the attention of:

For Plaintiffs: Jon Russell
Water Bureau District Supervisor
Jackson District Office
301 East Louis Glick Highway
Jackson, Michigan 49201-1556
517-780-7837

Barry Selden
Water Bureau Enforcement Chief
525 West Allegan Street
P.O. Box 30273
Lansing, Michigan 48909-7773
517-373-6437

For Defendant: Jan VanderHoff, Resident Agent for
Hoffland Dairy, LLC
9510 Haley Road
Clayton, Michigan 49235-9713

Jack Van Kley
Van Kley & Walker, LLC
132 Northwoods Blvd.
Suite C-1
Columbus, OH 43235
(614) 431-8900

Either party may substitute others for those designated to receive such notices by providing written notice to the other party.

XV. APPROVALS

A. For any work plan, proposal, or other document, excluding applications for permits or licenses and notices provided pursuant to Section XIV of this Judgment, that are

required by this Judgment to be submitted for MDEQ approval by the Defendant, the following process and terms of approval shall apply:

1. All work plans, proposals, or other documents required to be submitted by this Judgment shall include all of the information required by the applicable statute and/or rule, and all of the information required by the applicable paragraph(s) of this Judgment.
2. In the event the MDEQ disapproves a work plan, proposal, or other document, it will notify Defendant in writing, specifying the reasons for such disapproval. Defendant shall submit, within 30 days of receipt of such disapproval (or within two months for the work plan described in Section IX., Paragraph D.), a revised work plan, proposal, or other document which adequately addresses the reasons for the MDEQ's disapproval. If the reviewed work plan, proposal, or other document is still not acceptable to the MDEQ, the MDEQ will notify Defendant of this disapproval.
3. In the event the MDEQ approves with specific modifications, a work plan, proposal, or other document, it will notify Defendant, in writing, specifying the modifications required to be made to such a work plan, proposal, or other document prior to its implementation and the specific reasons for such modifications. The MDEQ may require Defendant to submit, prior to implementation and within 30 days of receipt of such approval with specific modifications (or within two months for the work plan described in Section IX., Paragraph D.), a revised work plan, proposal, or other document which adequately addresses such

modifications. If the reviewed work plan, proposal, or other document is still not acceptable to the MDEQ, the MDEQ will notify Defendant of this disapproval.

B. Upon MDEQ approval, or approval with modifications, of a work plan, proposal, or other document, such work plan, proposal, or other document, shall be enforceable in accordance with the provisions of this Judgment.

C. Failure by Defendant to submit an approvable work plan, proposal, or other document, within the applicable time periods specified above, constitutes a violation of this Judgment and shall subject Defendant to the enforcement provisions of this Judgment, including the stipulated fine provisions specified in Section XIX.

D. Delays caused by Defendant's failure to submit an approvable work plan, proposal, or other document shall in no way affect or alter Defendant's responsibility to comply with any other deadline(s) specified in this Judgment.

E. No informal advice, guidance, suggestions, or comments by the MDEQ regarding reports, work plans, plans, specifications, schedules or any other writing submitted by Defendant will be construed as relieving Defendant of its obligation to obtain written approval, if and when required by this Judgment.

XVI. DELAYS IN PERFORMANCE, EXTENSION REQUESTS AND FORCE MAJEURE

A. Defendant shall perform the requirements of this Judgment within its time limits, unless events, which constitute a Force Majeure, prevent or delay performance or unless the Water Bureau Chief grants an extension pursuant to Paragraph F of this section.

B. Any performance delay attributable to a Force Majeure event shall not be deemed a violation of Defendant's obligations under this Judgment in accordance with this section.

1. For this Judgment's purpose, Force Majeure means an occurrence or non-occurrence of the requirements under this Judgment arising from causes beyond the control of Defendant and for which Defendant is without fault for the occurrence or non-occurrence, including, but not limited to: an act of God; untimely review by MDEQ of submissions required under this Judgment; and the acts or omissions of a third party not under contractual obligations to Defendant that could not have been avoided or overcome through Defendant's due diligence and that resulted in a delay of performance of an obligation under this Judgment. For purpose of MDEQ's review of the draft work plan and final work plan for the Press Technology System only, "untimely review" shall mean any time longer than six and three months, respectively. Except as provided in Section XVI. B. 2., Force Majeure does not include, among other things, unanticipated or increased costs, changed financial circumstances (including a failure to obtain funding), or a failure to apply for a permit or license as a result of Defendant's action or omission.
2. For the deadlines established at Section IX. E. and F. only, Force Majeure includes prices lower than \$14 per one hundred pounds of milk, based on Federal Order 33 Class III milk prices. For each quarter in which the average milk price is lower than \$14, the schedule for constructing the system shall be extended by one quarter at a proportional rate of one quarter per \$0.50 increment below \$14 (e.g., an extension of 1.5 quarters for a quarter in which the price averages \$13.25). For the purposes of this Judgment, the first quarter shall begin on January 1 of each year.

C. Defendant shall telephone the WB Jackson District Supervisor within 48 hours of discovering any event, which causes a delay in its compliance with any provision of this Judgment. Verbal notice shall be followed by written notice to both the WB Jackson District Supervisor and Chief of the WB Enforcement Unit within 10 calendar days and shall describe in detail the delay's anticipated length, the delay's precise cause or causes, the measures that Defendant has taken to prevent or minimize the delay, and the timetable by which those measures shall be implemented. Defendant shall use all reasonable measures to avoid or minimize any such delay.

D. Defendant's failure to comply with the notice requirements of Paragraph C. of this section shall render the Force Majeure provisions of this section void as to the particular incident involved. The MDEQ may, at its sole discretion and in appropriate circumstances, provide Defendant with a written waiver of the notice requirements of Paragraph C. of this section.

E. If the parties agree that the delay or anticipated delay was beyond the control of Defendant, this may be so stipulated, and the parties may petition the Court for an appropriate Consent Judgment modification. If the parties cannot agree, the dispute shall be resolved in accordance with this Judgment's dispute resolution provisions. Defendant bears the burden of proving that any delay was beyond its reasonable control, and of showing that Defendant has met the requirements under this section.

F. In the absence of a Force Majeure, Defendant and the MDEQ agree that the Water Bureau Chief may, but in no circumstances is obligated to, grant Defendant an extension of the specified deadlines set forth in this Judgment. Any extension shall be preceded by a timely written request, received by the MDEQ no later than 10 business days prior to the pertinent deadline, which shall include:

1. An identification of the specific deadline that will not be met;

2. A detailed description of what will prevent Defendant from meeting the deadline;
3. A description of the measures Defendant has taken or intends to take to meet the required deadline; and
4. The length of the extension requested and the specific date on which the obligation will be met.

The Water Bureau Chief shall respond promptly to such requests and shall not unreasonably withhold approval for such requests.

G. Any extension of the specified deadlines or other modifications and amendments of this Judgment shall be signed by both parties, shall have as their effective date the date on which they are signed by the WB Chief, and shall be incorporated into and become an enforceable part of this Judgment upon approval of the Court.

H. An extension of one compliance date based upon a particular incident does not mean that Defendant qualifies for an extension of a subsequent compliance date without providing proof that an extension to a separate requirement under this Judgment is justifiable.

XVII. DISPUTE RESOLUTION

A. Dispute resolution procedures stated under this section shall be the exclusive mechanism to resolve disputes arising under this Judgment and shall apply to all provisions of this Judgment. The parties shall first informally negotiate any dispute that arises under this Judgment. The informal negotiation period shall not exceed 10 days from the date of written notice by any party that a dispute has arisen. The parties may extend this period by agreement. After the period for informal negotiation ends, the MDEQ shall, as soon as practicable, provide Defendant with a written statement setting forth its proposed resolution.

B. If the parties fail to informally resolve a dispute, then the dispute shall be resolved in accordance with the MDEQ-proposed resolution unless, within 10 days after receiving the proposed resolution, Defendant files a petition for resolution with this Court setting forth the disputed matter, the parties' efforts to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure the Judgment's orderly implementation. In any dispute, the Court shall review the petition and issue its ruling in accordance with the standard of review provided under Section 600.631 of the Revised Judicature Act, MCL 600.631.

C. Filing a dispute resolution petition with this Court shall not postpone any of Defendant's obligations under this Judgment. Filing such petition shall, however, stay payment of stipulated fines as to the disputed matter until the dispute's final resolution. Notwithstanding the invocation of the dispute resolution, stipulated fines, with any applicable interest, shall accrue from the first day of any failure or refusal to comply with any term or condition of this Judgment that is subject to the stipulated fine provisions of Section XIX. In the event that Defendant does not prevail on a disputed issue, stipulated fines and any applicable interest shall be paid within 10 days of the Court's final decision and the expiration of any appeal period for that decision. Failure to make payment within 10 days after the final decision constitutes a violation of this Judgment and subjects Defendant to stipulated fines as defined herein. Defendant shall not be assessed stipulated fines for disputes resolved in its favor.

D. Notwithstanding this section, Defendant shall, in accordance with the deadline in Section XIX, Paragraph B., pay that portion of a demand for stipulated fines that is not disputed in accordance with and in the manner provided in this section as appropriate.

XVIII. REIMBURSEMENT OF COSTS AND PAYMENT OF CIVIL FINES

A. Defendant agrees to pay to the State of Michigan \$5,000.00 as partial compensation for the Costs of Surveillance and Enforcement, as well as attorney's fees, arising from past alleged discharges of Agricultural Wastes from the Dairy Operation to waters of the State.

B. Defendant agrees to pay a civil fine of \$15,000.00 as full settlement of civil liability arising from past alleged discharges of Agricultural Wastes from the Dairy Operation to waters of the State.

C. Defendant shall pay such fine and Costs of Surveillance and Enforcement in two installments of \$10,000.00 by certified or cashier's checks made payable to the State of Michigan and mailed to the Michigan Department of Environmental Quality, Cashier's Office, P.O. Box 30657, Lansing, Michigan 48909-8157 within three and six months of the Effective Date of this Judgment. To ensure proper credit, all payments made pursuant to this Judgment must include the Payment Identification Number WTR-3045 on the face of the checks, or in the cover letter with the payments. Late payment of the civil fine or Costs of Surveillance and Enforcement shall subject Defendant to an interest penalty applied in accordance with Section 600.631 of the Revised Judicature Act; MCL 600.631.

XIX. STIPULATED FINES

A. The Parties stipulate to the payment of stipulated fines by the Defendant in the following manner should violations of this Judgment occur:

1. Should Defendant fail to maintain the required freeboard as specified in Section VIII., Paragraph G., for each day in which the MDEQ documents that the freeboard requirement has been violated Defendant shall pay

stipulated fines in accordance with the following schedule:

- a. \$. 500.00 for the first day of violation;
- b. \$.750.00 for the second consecutive day of violation; and
- c. \$. 1000.00 for the third consecutive day of violation and every consecutive day thereafter.

Defendant shall not be fined for the five day period granted to Defendant to restore freeboard following a precipitation event.

- 2. Any failure to comply with any compliance date in this Judgment shall result in stipulated fines as follows:

- a. \$ 200.00 for the third consecutive day of violation;
- b. \$ 300.00 for the fourth consecutive day of violation; and
- c. \$ 500.00 for the fifth consecutive day of violation and every consecutive day thereafter.

- 3. A failure by Defendant to comply with any other provision of Sections VI, VII, and/or X of this Judgment shall result in a stipulated fine of \$ 250.00 per day, per violation.

B. Except as provided by Section XVI. (Dispute Resolution), all stipulated fines shall be paid within 30 days of Defendant's receipt of a demand from the MDEQ. Demands for payment shall be sent via certified mail to ensure accuracy regarding the date of receipt. Failure to make any payment required under this Judgment by the specified deadline constitutes a separate violation of this Judgment and is subject to an interest penalty calculated in accordance with Section 600.631 of the Revised Judicature Act; MCL 600.631.

C. Defendant shall pay all the stipulated fines and interest penalties by certified or cashier's check made payable to the State of Michigan and mailed to the Michigan Department of

Environmental Quality, Cashier's Office, P.O. Box 30657, Lansing, Michigan 48909-8157. To ensure proper credit, all payments made pursuant to this Consent Judgment must include the Payment Identification Number WTR-3045 on the face of the check, or in the cover letter with the payment.

D. Defendant agrees not to contest the legality of any kind of stipulated fines or interest fines assessed under this section, but reserves the right to dispute the factual basis upon which MDEQ demands stipulated fines or interest fines.

E. Liability for or payment of stipulated fines under this Judgment shall not preclude the MDEQ from seeking injunctive relief or other relief to which the MDEQ is entitled for Defendant's failure to comply with other specific requirements of the Judgment, or failure to comply with Part 31 of the NREPA or any other applicable law, except that Plaintiffs shall not seek additional relief for any violations for which Plaintiffs have accepted stipulated fines under this Judgment.

XX. RESERVATION OF RIGHTS

A. With respect to any violations not expressly addressed and resolved by this Judgment, the MDEQ reserves the right to pursue any other remedies to which it is entitled for any failure to comply with the requirements of any state or federal law, including the NREPA and its rules.

B. This Judgment does not affect Defendant's responsibility to comply with any other applicable state, federal, or local laws or regulations including the procurement of required permits and/or approvals; or with any order of this or any court, including, without limitation, any corrective action or similar requirements under Part 31 of the NREPA or its rules or any amendments thereto, except Plaintiffs agree that, until an NPDES permit is issued for the Dairy

Operation, Plaintiffs shall not bring enforcement action for discharges that are not Unlawful Discharges.

C. This Judgment does not limit the rights of the Defendant or the State of Michigan against any third parties.

XXI. GENERAL PROVISIONS

A. Severability

Should a court of competent jurisdiction declare any provision of this Consent Judgment to be unenforceable, the remaining provisions shall remain in effect.

B. Modification

Any party to this Judgment may petition the Court for modification of this Judgment including its termination prior to expiration of the effective period. Any modification must be in writing and approved by the Court. No party may petition the Court for a modification of this Judgment without first having made a good faith effort to reach agreement with the other party on the terms of any such modification. The parties may petition the Court to modify any requirement or provision of this Judgment by mutual agreement or may modify this Judgment through a writing signed by authorized representatives of the Parties.

C. Other Laws

Except as provided in Section XX, Paragraph B., this Judgment in no way affects the Defendant's responsibility to comply with any other applicable state or federal laws or local regulations or with any order of this or any other Court including without limitation, any amendments to Part 31 of NREPA or its rules or regulations.

D. Settlement

This Judgment is in full settlement and satisfaction of all civil claims against Defendant known to MDEQ or alleged in the Complaint, this Judgment, or any notice or other

communication from the MDEQ concerning violations of Part 31 of the NREPA and its rules dated prior to the Effective Date of this Judgment. The MDEQ represents that it is unaware of any pending claim for natural resource damages related to Defendant's activities.

XXII. RETENTION OF JURISDICTION

Prior to termination of this Judgment in accordance with Section XXIII below, this Court shall retain jurisdiction over this action to modify or enforce the terms of this Judgment, assess disputed stipulated fines, resolve all other disputes arising under its terms, or to take any action necessary or appropriate for construction or implementation of this Judgment.

XXIII. TERMINATION

This Judgment shall terminate upon written request of Defendant and written approval from the MDEQ along with approval of this Court through the issuance of a Satisfaction of Judgment. The written request of Defendant shall include a certification by Defendant that it has (1) met all terms and conditions set forth in this Judgment and (2) has had no Unlawful Discharges for two consecutive years subsequent to the Effective Date of this Judgment. Provided that such certification is made and not reasonably disputed, the MDEQ will not withhold agreement to terminate this Judgment.

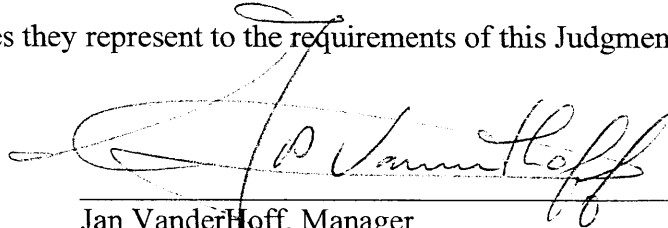
XXIV. SEPARATE DOCUMENTS

This Judgment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Judgment may be executed in duplicate original form.


XXV. SIGNATORIES

The signatories to this Consent Judgment certify that they are authorized to execute this Judgment and to legally bind the Parties they represent to the requirements of this Judgment.


Date: 01/22/06


Jan VanderHoff, Manager,
Hoffland Dairy, LLC

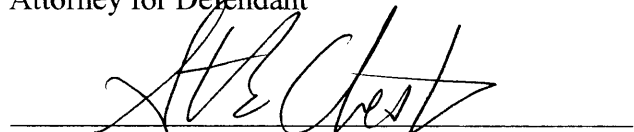
Date: 1-26-06


Charles R. Bappert
Attorney for Defendant *for Defendant with authority*

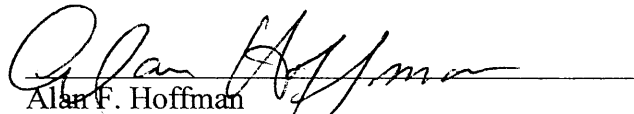
Date: 1-26-06


Jack A. Van Kley
Attorney for Defendant

Date: 1/31/06


Steven A. Chester, Director
Michigan Department of Environmental Quality

Date: 1/31/06


Alan F. Hoffman
Sheryl Little-Fletcher
Assistant Attorneys General
Attorneys for Plaintiffs

IT IS SO ORDERED, ADJUDGED AND DECREED THIS 31 day of

Jan, 2006.

JUDGE PAULA J.M. MANDERFIELD

Hon. Paula J.M. Manderfield
Circuit Court Judge

PT&M

PRESS TECHNOLOGY & MFG., INC.

1315 Lagonda Ave.

Springfield, Ohio 45503 USA

Tel. 937 327-0755

Fax 937 327-0756

www.presstechnology.com

August 22, 2005

ATTN: Jan Vander-Hoff

Hoffland Dairy

9701 Haley Road

Clayton, MI 49235

Ref.: Agri-Press® Separation System

Dear Mr. Vander Hoff:

We are pleased to quote the following PT&M Agri-Press® manure separation system. Upon your review, please feel free to contact us concerning any aspect of this quote. We are very interested in working with you and look forward to your reply.

The following Agri-Press® system is designed to dewater 50 GPM @ 6% per 24 hours of operation solids of primary dairy manure slurry from 1100 cow system. Manure solids to be used as bedding source.

AGRI-PRESS®

The PT&M Model AGP1000 Agri-Press® Screw Press is constructed with 304 SS on all wetted surfaces. The AGP1000 has a 10" diameter screw with a 4:1 screen length to screw diameter ratio. The inlet will be a minimum of 10% solids and discharge consistency will be an approximate 33-43% solids. The connected horsepower will be 25 HP and the draw horsepower will be 12 HP. The screens will be wedge wire with 0.008" openings with backing ribs. Approximate weight 5,500 lbs.

One Model AGP1000 Agri-Press® Screw Press.....\$63,000.00 ea

60" SWECO SEPARATOR – Pre-Thickener

One (1) Model LS72C88 SWECO Vibro-Energy Separator unit, to include the following:

* **Basic Assembly:** Standard base, heavy duty universal lower table, twelve (12) spring

assemblies and a 5 HP, 230/460 volt, 60 cycle, 3 phase, 1200 RPM, TENV motion generator.

* **Component Parts:** One (1) 8" heavy duty table frame with welded spun table dome of type 304 SS construction, including one (1) 6" x 8" discharge spout and one (1) heavy duty clamp ring; one (1) 8" distributing frame of type 304 SS construction, including one (1) 6" x 8" discharge spout, two (2) inspection openings with covers and one (1) heavy duty clamp ring; and one (1) 8" spacing frame of type 304 SS construction, including one (1) 6" x 8" discharge spout and one (1) heavy duty clamp ring.

* **Screen Assembly:** Two (2) 40 mesh market-grade cloth of SS wire cloth with a wire diameter of .0128", wire opening size of .0203", having a 37.1% open area, Supertaut Plus mounted on a 48" diameter SS tension ring and two (2) 100 mesh market-grade cloth of SS wire cloth with a wire diameter of .0045", wire opening size of .0055", having a 30.3% open area, Supertaut Plus mounted on a 48" diameter SS tension ring.

* **Miscellaneous:** Two (2) self-cleaning kits with perf plate and nylon sliders and four (4) flexible black neoprene spout connectors, 8" x 12".

One (1) SWECO Vibro-Energy Separator Unit.....\$23,450.00 ea

STRUCTURAL SUPPORT

A prefabricated and painted carbon steel structural support for the AGP1000 Agri-Press® and (1) 60" SWECO Screens, the structural support package includes walkway, ladder, transition chute, control sensors.

One (1) Structural Support Package.....\$12,000.00 ea. USD

SYSTEM CONTROLS

Integrated system control with touch screen, assembled in a NEMA 4X cabinet complete with PLC, motor starters, conductivity sensors for high low pit level, modem and variable speed control for the Agri-Press. Controls include 6" inline flow meter and VFD for manure pump. Required power supply 440V 3 phase\$31,000.00

Optional Single Conveyor Package

Conveyor #1 Incline 16" Wide Belt Conveyor x 50 ft.

- a. Painted Carbon Steel Square Tubing box frame
- b. 16" Wide Ribbed Rubber belt
- c. Heavy Duty Rollers and bearings
- d. Heavy duty support legs.
- e. 10 HP Gearmotor Drive with motor starter.

One 16"wide incline..... \$12,500.00 ea. USD

Optional Truck Distribution Conveyor System

Conveyor #2 16" Reversing screw conveyor

- a. Conveyor trough with 1/4" thick Mild steel.
- b. 1/4" steel thick flighting welded continuously both sides to 6" sch 80 pipe.
- c. 7 gauge top cover.

- d. 7.5 HP shaft mounted gearmotor drive with VFD.
- e. Heavy Duty end bearings (no hanger bearings).
- f. Feed chute into Dual Distribution screw conveyor.

One 16" reversing screw conveyor.....\$15,000.00 ea. USD

Conveyor #3 & 4 16" Truck Distribution screw conveyor

- a. Conveyor trough with 1/4" thick Mild steel.
- b. 1/4" steel thick flighting welded continuously both sides to 6" sch 80 pipe.
- c. 7 gauge top cover.
- d. 7.5 HP shaft mounted gearmotor drive with VFD.
- e. Heavy Duty end bearings one hanger bearing.
- f. Three (3) pneumatically controlled distribution trap doors
- g. Right conveyor to include feed chute to storage distribution

Two (2) truck distribution screw conveyors.....\$20,000.00 ea. USD

Conveyor #5 16" Storage Distribution screw conveyor

- a. Conveyor trough with 1/4" thick Mild steel.
- b. 1/4" steel thick flighting welded continuously both sides to 6" sch 80 pipe.
- c. 7 gauge top cover.
- d. 7.5 HP shaft mounted gearmotor drive with VFD.
- e. Heavy Duty end bearings one hanger bearings.
- f. Two (2) pneumatically controlled distribution trap doors.

One storage distribution screw conveyor\$19,500.00 ea. USD

DISTRIBUTION CONVEYOR SUPPORT STRUCTURE

A prefabricated and painted steel I-Beam structure for supporting fully weighted screw conveyors. Columns to be arrange to allow clearance for side by side semi- trucks.

One Distribution conveyor support structure.....\$30,000.00 ea. USD

On-site engineering and installation (includes the cost of installing truck distribution system)

Installation by PT&M to include the following; assembly, welding, bolts, gaskets, maneuvering equipment in place, lagging equipment to the floor piping within the system (PVC) and leveling. Hoffland Dairy is responsible for the building, concrete work, non-system piping and non-system wiring. Hoffland Dairy will also provide use of the required forklift(s) for PT&M until the installation is completed... .. \$25,000.00

ITEMS NOT INCLUDED: Foundation, non-system electrical wiring, non-system piping, tanks, pumps and building.

Prices are firm for 30 days.

DELIVERY: 16-18 weeks after receipt of deposit.

TERMS: 40% payable with order
50% payable upon delivery
10% net 30 days

See attached warranty.

F.O.B.: Springfield, Ohio

We appreciate the opportunity to submit our proposal and look forward to your favorable consideration.
If we can be of any additional service we would be delighted to assist you.

Thank you,



Daniel Berner.
Vice President

Ref. 4168-1
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