Act 49

Manure Hauler / Broker / Agricultural Operation Universal Agreement

Developed consistent with the PA Nutrient and Odor Management Act Program

Select the appropriate scenario(s):

Manure Hauler / Agricultural Operation

Manure Hauler / Exporting Agricultural Operation

Manure Hauler / Importing Agricultural Operation

Manure Hauler / Importing Agricultural Operation, use for other than land application

Manure Hauler / Importing Agricultural Operation, importing into from another state

Manure Hauler / Importing Agricultural Operation, exported from Pa to another state

Manure Broker / Exporting Agricultural Operation

Manure Broker / Importing Agricultural Operation

Manure Broker / Importing Agricultural Operation, use for other than land application

Manure Broker / Importing Agricultural Operation, out of state

1. This agreement is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Hauler / Broker / business name

Hauler Broker

The above marked who will supply, apply or broker manure, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Importing Operation

Broker Ag Operation

The above marked who will receive the manure from the Hauler or Broker.

2) The purpose of this agreement is to set forth the mutual responsibilities and understanding of the parties with respect to the import / export of manure from the above checked parties.

1. The hauler [or broker] acting as the land applier of manure or exporter is located at (county, municipality, and address):

a) **Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b) **Address**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c) **Telephone number**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

d) **E-mail address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e) **PDA Manure Broker or Hauler Certification category and number**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The agricultural operation [or broker] receiving manure is located at (county, municipality, and address): maps indicating the location of importing / application fields must be attached to the supporting Nutrient Balance Sheets if manure is to be land applied at the importing site):

a) **Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b) **Address**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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c) **Telephone number**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

d) **E-mail address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e) **PDA Manure Broker or Hauler Certification category and number**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

f) **Owner(s) of the property receiving manure**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

g) **Total cropland acres managed by the importer**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

h) **Number and type of animals raised by the importer**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

i) **Number of acres available for this imported manure**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

j) **Other manures (type, amount) imported to the site AND/OR utilized on the site**: (Note- this would include manure that is generated on the site by the importers animals, etc.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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* **If other manure is generated, imported and/or utilized, is it** **applied to the same acres as indicated in item “i” above (relating to “acres available”)**: Yes or No
* **If other manure is generated, imported and/or utilized, is it** **applied during the same season as the imported manure:** Yes or No

I) **Owner of the property receiving manure, if applicable**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

j) **Proposed usage of the imported manure, if not for land application**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5) The hauler or broker will, as the supply of manure allows, provide or land apply the following amounts of manure during the seasons outlined below:

**Tons of \_\_*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*\_\_\_\_\_\_\_\_\_\_\_\_\_ manure, per season:**

(Species or manure group name)

Spring \_\_\_\_\_\_\_\_\_\_\_\_\_ Summer \_\_\_\_\_\_\_\_\_\_\_\_\_ Fall \_\_\_\_\_\_\_\_\_\_\_\_\_ Winter \_\_\_\_\_\_\_\_\_\_\_\_

**Gallons of \_\_*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*\_\_\_\_\_\_\_\_\_\_\_\_\_ manure, per season:**

(Species or manure group name)

Spring \_\_\_\_\_\_\_\_\_\_\_\_\_ Summer \_\_\_\_\_\_\_\_\_\_\_\_\_ Fall \_\_\_\_\_\_\_\_\_\_\_\_\_ Winter \_\_\_\_\_\_\_\_\_\_\_\_

**Total planned manure exported: (supply of manure may be less than what is planned)**

Tons of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Species or manure group)* manure: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gallons of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Species or manure group)* manure: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*If multi-species are planned, please add additional lines:*

6) The Hauler / Broker agrees to maintain their status as a certified Commercial Manure Hauler or Commercial Manure Broker as provided under Pa’s Commercial Manure Hauler and Broker Certification Program (7 Pa Code Chapter 130e).

7) The Hauler / Broker agrees to comply with all requirements established by section 5 of the Commercial Manure Hauler and Broker Certification Act regarding the development and distribution of nutrient balance sheets (NBSs) to importing operations and conservation districts when handling manure from a CAO, CAFO or volunteer operation. Specifically, where a broker under this agreement, makes arrangements for land application of the manure on an importing agricultural operation, the broker must:

1. Provide a NBS to all importing operations receiving manure for land application, no later than the time of manure transfer
2. Provide copies of the NBS, no later than the time of manure transfer, to the county conservation district where the manure originated (exporting operation county)
3. Provide copies of the NBS, no later than the time of manure transfer, to the county conservation district where the manure is being applied (importing operation county)
4. When the Broker (or someone working for, or contracted by the Broker, such as a Hauler) applies the exported manure, the Broker shall maintain the following exported manure records:

* Application dates, application fields, application rates, application methods, total manure applied, and total acres applied to.

1. Records shall be maintained by the broker for a minimum of 3 years
2. The Hauler / Broker should confirm that the manure application equipment is calibrated to spread the manure at the application rates listed to be applied.

f. Where a broker under this agreement, arranges for the use of manure for purposes other than land application, the broker is not required to supply a NBS to the importing operation

8) The Hauler / Broker / Exporter (agricultural operation) will use a Manure Export Sheet to record all manure exported to the broker. These Manure Export Sheets are available from the county conservation district or the State Conservation Commission. Computer generated forms other than the manure export sheet may be used if they contain the same information as, and are reasonably similar in format to, the forms available from the State Conservation Commission or the conservation district.

9) Where applicable, the importer shall properly store manure received from the broker in accordance with the provisions of the PA Manure Management Manual and the PA Technical Guide and shall not cause contamination of surface or ground water. This shall include manure stacked in application fields which may not be retained in fields for > 120 days unless covered or otherwise protected .

10) Manure received by the importer shall be applied to the land at the rate(s) and method(s) provided in the attached NBSs, or in accordance with a Nutrient Management Plan approved for the importing operation. If the importer wishes to change the lands used for imported manure, the NBSs must be revised to reflect the changes and be submitted to the conservation district or State Conservation Commission (and DEP if the exporter is a CAFO) prior to implementing the changes.

11) The importer shall comply with applicable manure application setbacks for the imported manure, as outlined in the Nutrient Balance Sheet map(s).

12) For any lands not owned by the importer where the manure will be applied (i.e., rented lands), the importer hereby confirms that the importer has the authority to apply manure on those lands.

13) This agreement shall remain in full effect unless terminated by either party upon thirty days prior written notice to the other party. [OR This agreement is effect from XXXX to XXXX]

14) By signing this agreement, the broker accepts full responsibility for the manure received from the exporter as long as the manure is under the broker’s control, including handling, storage and land application.

**Hauler or Broker Signature, Name and Date Broker or Ag Operation Signature, Name and Date**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)