

Act 49 Broker/Importer Agreement

Manure Used For Agricultural Land Application

Developed consistent with the PA Nutrient and Odor Management Act Program

- 1) This agreement is entered into on _____, by _____
(the "Broker") who will supply manure, and _____ (the "importer"), who
will receive the manure from the broker.
- 2) The purpose of this agreement is to set forth the mutual responsibilities and understanding of the
parties with respect to the export of manure from the broker to the importer.
- 3) The broker is located at (county, twp, and address): _____

- 4) The broker will, as the supply of manure allows, provide the following amounts of manure during the
seasons outlined below:

Tons of (Species) manure, per season:

Spring _____ **Summer** _____ **Fall** _____ **Winter** _____

Gallons of (Species) manure, per season:

Spring _____ **Summer** _____ **Fall** _____ **Winter** _____

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

Tons of (Species) manure: _____

Gallons of (Species) manure: _____

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

- 5) The importer's location and other relevant information as it relates to this manure export, is as follows
(maps indicating the location of importing fields must be attached to the supporting Nutrient Balance
Sheets if manure is to be land applied at the importing site):
 - a) **Phone number:** _____
 - b) **County(s):** _____
 - c) **Address:** _____
 - d) **Township(s):** _____
 - d) **Owner(s) of the property receiving manure:** _____
 - e) **Total cropland acres managed by the importer:** _____
 - f) **Number and type of animals raised by the importer:** _____

 - g) **Number of acres available for this imported manure:** _____
 - h) **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.)

- **If other manure is imported and/or utilized , is it applied to the same acres as indicated in item “g” above (relating to “acres available”): Yes or No**
- 6) The broker will use a Manure Export Sheet to record all manure exported to the importer. 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.
 - 7) Records relating to the export of manure shall be prepared by the broker in accordance with the following requirements of the Nutrient and Odor Management Act regulations:
 - a) A Manure Export Sheet shall be used to document all manure exports for their records
 - A copy of the Manure Export Sheet shall be provided to the importer
 - A copy of the Manure Export Sheet shall be retained on site by the broker
 - b) When the broker (or someone working for, or contracted by the broker) applies the exported manure, the broker shall maintain the following exported manure records:
 - Application dates, areas, rates and methods
 - c) Records shall be maintained by the exporter for a minimum of 3 years
 - d) A manure export informational packet (as supplied by the conservation district or State Conservation Commission) shall be provided to the importer by the time of the manure export. This information only needs to be provided once to the importer. The manure export informational packet must include the following:
 - i. Exported Manure Informational Packet Guidance Sheet
 - ii. Nutrient Management Planning an Overview (Agronomy Facts 60)
 - iii. Manure Management for Environmental Protection
 - iv. Land Application of Manure- A supplement to the Manure Management Manual Plan Guidance
 - v. Manure Export Sheet
 - vi. Manure Transfer Summary Sheets
 - vii. Manure Field Stacking Requirements Fact Sheet
 - 8) Where applicable, the importer shall properly store manure received from the broker in accordance with the provisions of the 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 .
 - 9) Manure received by the importer shall be applied to the land at the rate(s) and method(s) provided in the attached “Nutrient Balance Sheet(s)”, 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 nutrient balance sheet 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.
 - 10) The importer shall comply with applicable manure application setbacks for the imported manure, as outlined in the Nutrient Balance Sheet map(s).
 - 11) 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.

12) This agreement shall remain in full effect unless terminated by either party upon thirty days prior written notice to the other party. If this agreement is terminated, the broker shall notify the county conservation district office that approved their nutrient management plan, of the termination.

Broker Signature, Name and Date

_____ (signature)
_____ (name)
_____ (date)

Importer Signature, Name and Date

_____ (signature)
_____ (name)
_____ (date)