

Supplement 11 Exporter Agreements

Supplement 11 provides Exporter Agreements for 1. Manure used for agricultural land application, 2. Manure used for other than agricultural land application, 3. Manure exported out of Pennsylvania and 4. Exporter/Broker Agreement. These Exporter Agreements are also available and posted as Word documents with the Supplement 11 materials on the PA Nutrient Management Program web site:

http://panutrientmgmt.cas.psu.edu/main_technical_manual.htm

For additional information about the Exporter Agreements see *“Appendix 8: Importer Agreements and Nutrient Balance Sheets”*.

Exporter/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 “exporter”) who will supply manure, and _____ (the “importer”), who will receive the manure from the exporter.

- 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 exporter to the importer.

- 3) The exporter is located at (county, twp, and address): _____

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

Tons or gallons (circle one) of manure, per season:

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

- 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) **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:** _____
 - **If other manure is imported, is it applied to the same acres as indicated in item “g” above (relating to “acres available”):** Yes or No

- 6) The exporter 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 exporter 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 exporter
 - b) When the exporter (or someone working for, or contracted by the exporter) applies the exported manure, the exporter 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) The following informational material (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.
 - Relevant sections of the DEP Manure Management Manual
 - Educational publication describing key nutrient management concepts
- 8) Where applicable, the importer shall properly store manure received from the exporter 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 (15 days if the manure is stacked in fields under the management control of a CAFO).
- 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 exporter shall notify the county conservation district office that approved their nutrient management plan, of the termination.

Exporter Signature, Name and Date

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

Importer Signature, Name and Date

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

Exporter/Importer Agreement

Manure Used For Other Than Agricultural Land Application

Developed consistent with the PA Nutrient and Odor Management Act Program

- 1) This agreement is entered into on _____, by _____
(the “exporter”) who will supply manure, and _____ (the
“importer”), who will receive the manure from the exporter.

- 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 exporter to the importer.

- 3) The exporter is located at (county, twp, and address): _____

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

Tons or gallons (circle one) of manure, per season:

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

- 5) The importer's location and other relevant information as it relates to this manure export, is as follows:
 - a) **Phone number:** _____
 - b) **County(s):** _____
 - c) **Address:** _____
 - d) **Owner of the property receiving manure:** _____
 - e) **Proposed usage of the imported manure:** _____

- 6) The exporter 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 exporter 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 exporter

 - b) Records shall be maintained by the exporter for a minimum of 3 years

- 8) Where applicable, the importer shall properly store manure received from the exporter 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 greater than 120 days unless covered or otherwise protected (15 days if the manure is stacked in fields under the management control of a CAFO).
- 9) 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 exporter shall notify the county conservation district office that approved their nutrient management plan, of the termination.

Exporter Signature, Name and Date

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

Importer Signature, Name and Date

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

Exporter/Importer Agreement

Manure Exported Outside of Pennsylvania

Developed consistent with the PA Nutrient and Odor Management Act Program

- 1) This agreement is entered into on _____, by _____ (the “exporter”) who will supply manure, and _____ (the “importer”), who will receive the manure from the exporter.
- 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 exporter to the importer.
- 3) The exporter is located at (state, county, twp, and address): _____

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

Tons or gallons (circle one) of manure, per season:

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

- 5) The importer's location and other relevant information as it relates to this manure export, is as follows:
 - a) **Phone number:** _____
 - b) **County(s):** _____
 - c) **Address:** _____
 - d) **Proposed usage of the imported manure (include acres where relevant):** _____

- 6) The exporter 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 exporter 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 exporter
 - b) Records shall be maintained by the exporter for a minimum of 3 years
- 8) The importer agrees to store, handle and apply the manure in accordance with appropriate state, federal and local requirements relevant to the importing operation.

- 9) 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 exporter shall notify the county conservation district office that approved their nutrient management plan, of the termination.

Exporter Signature, Name and Date

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

Importer Signature, Name and Date

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

Exporter/Broker Agreement

Developed consistent with the PA Nutrient and Odor Management Act Program

- 1) This agreement is entered into on _____, by
_____ (the “exporter”) who will supply manure, and
_____ (the “broker”) who will receive the manure from the
exporter.
- 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 exporter to the broker.
- 3) The exporter is located at (county, twp, and address): _____

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

Tons or gallons (circle one) of manure, per season:

Spring _____ **Summer** _____ **Fall** _____ **Winter** _____
- 5) The broker's contact information is as follows:
 - a) **Name:** _____
 - b) **Address:** _____

 - c) **Telephone number:** _____
 - d) **PDA Manure Broker Certification number:** _____
- 6) The Broker agrees to maintain their status as a certified Commercial Manure Broker as provided
under Pa’s Commercial Manure Hauler and Broker Certification Program (7 Pa Code Chapter 130e).
- 7) The 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 to importing operations and conservation districts
when handling manure from a CAO, CAFO or volunteer operation.
- 8) The exporter 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) 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 exporter shall notify the county conservation district office that approved their nutrient management plan, of the termination.
- 10) 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.

Exporter Signature, Name and Date

_____ (signature)

_____ (name)

_____ (date)

Broker Signature, Name and Date

_____ (signature)

_____ (name)

_____ (date)