

**BILL OF SALE**  
(Undivided Interest in Dairy Herd)

KNOW ALL MEN BY THESE PRESENTS, That Ebert Farms, a Colorado Farm whose address is 73210 E 112<sup>th</sup> Ave, Byers, CO 80103 (Seller), for and in consideration of the sum of \$50.00 per share of ownership in the herd, a \$10.00 bottle fee which total is \$60.00, plus a minimum of \$40.00 for starting a balance on your account in hand paid at or before the ensembling or delivery of this instrument by

\_\_\_\_\_ (Buyer) whose address is

the receipt and sufficiency of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the Buyer, his/her personal representatives, successors and assigns, the following property, goods and chattels, to wit:

An undivided interest of \_\_\_\_\_ (\_\_\_\_\_) unit(s) in a Herd of dairy cows (female bovines) located at the Dairy Facilities of Ebert Farms, the address of which is 73210 E 112<sup>th</sup> Ave, Byers, CO 80103, and all replacements and increases of the dairy cows, which Herd constitutes all of the share program dairy cows, producing or dry, at the location, including a share in the milk production equal to the number of shares.

TO HAVE AND TO HOLD the same unto the Buyer, his/her personal representatives, successors and assigns, forever, or until Seller buys back Buyer's share upon mutual agreement. The Seller covenants and agrees to and with Buyer, his/her personal representatives, successors and assigns, to WARRANT AND DEFEND the sale of the undivided interest in the property, goods and chattels, against all and every person or persons whomever.

Buyer understands and agrees that in accepting this Bill of Sale the number of cows in the Herd may increase or decrease in which event the Buyer's percentage of interest in the Herd may decrease or increase, as the case may be, but in none of those events will Buyer's number of units constituting the measure of Buyer's undivided interest in the Herd be increased or decreased. Seller takes possession of the Herd for and on behalf of the owners. Buyer understands that he is to pick up his share of the milk production at Ebert Farms at a reasonable time to both Seller and Buyer or, through mutual agreement between Buyer and other Buyer / Herd Owners. Buyers/ Herd Owners may transport milk for each other to an alternate pickup location convenient to them. Seller agrees to collect the optional transportation fee on behalf of the Herd Owners to transport milk to an alternate location.

The receipt and sufficiency of this agreement is hereby acknowledged,

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale on \_\_\_\_\_,

EBERT FARMS

By:

Title:

# COW BOARDING CONTRACT

THIS AGREEMENT is made and entered into to be effective as provided herein by and between Ebert Farms, whose address is 73210 E 112<sup>th</sup> Ave, Byers, CO 80103 (herein called "Boarding Farm") and

\_\_\_\_\_ (herein called "Shareowner") whose address is

## RECITALS

- A. Ebert Farms is the owner of the dairy facilities at 73210 E. 112<sup>th</sup> Ave, Byers, CO 80103, for holding, caring for, handling and milking of dairy cows (female bovines).
- B. Kres and Julie Ebert are the owners of the property where the cows are held and cared for.
- C. Ebert Farms will use said property for the boarding and milking by Ebert Farms on behalf of Shareowner (herein called "Shareowner") and other Herd Owners (herein called "Herd Owners") of the dairy cows which will constitute the Herd.
- D. Shareowner is the owner of: an individual interest of \_\_\_\_\_ (\_\_\_\_\_) share(s) in a herd (herein called "Herd") of dairy cows (female bovines) located at the dairy facilities, the address of which is 73210 E 112<sup>th</sup> Ave, Byers, CO 80103, and all replacements and increases of the dairy cows, which Herd constitutes and shall constitute all of the share program dairy cows, producing or dry, at that location.
- E. Shareowner (together with the other owners of all the undivided interests in the Herd who are each entering into an agreement with Ebert Farms substantially similar to this one) desires to board the Herd with Ebert Farms and to have Ebert Farms care for and milk the cows in the Herd, and Ebert Farms desires to take on the boarding obligations.

## AGREEMENTS

NOW, THEREFORE, for and in consideration of the recitals and the mutual obligations contained in this Agreement, the parties agree as follows:

- 1. Definitions: In addition to other terms defined in this Agreement, for purposes of this Agreement, the terms:
  - a. "Boarding" shall mean Ebert Farms who will have possession of: feeding, maintaining and caring for the Herd, milking the Herd and preparing the production of milk and preparing and harvesting the meat from the Herd for picking up by the Herd Owners, individually or by representative Herd Owners at their choosing.
  - b. "Herd Agreements" shall mean collectively this Agreement and all of the other agreements substantially similar to this one signed by the owners of the remaining undivided interests in the Herd, including any previous Herd Agreements that have been transferred to this Herd Agreements in writing and incorporated in it by reference.

- c. "Herd Owners" shall mean collectively all of the owners of undivided interests in the Herd.
  - d. "Shareowner" shall mean an individual Herd Owner.
  - e. "Percentage Interest" shall mean the undivided percentage interest of Shareowner in the Herd, determined by dividing the total number of the Shareowner's undivided number of shares in the Herd by the total number of shares created and existing from time to time in the entire Herd.
2. Delivery of Herd for Boarding: Upon the execution of agreements substantially similar to this one by the owners of all the ownership interests in the Herd, Boarding Farm shall take possession of the Herd for and on behalf of the owners.
  3. Boarding Fees: For boarding the Shareowner's undivided interests in the Herd, Shareowner shall pay to Boarding Farm a uniform weekly fee, currently \$ 11.50 per share of the Herd owned by Shareowner. The first five weeks boarding fee is being paid with the execution of this Agreement. Thereafter, the uniform boarding fee shall be paid by Shareowner to Boarding Farm, in advance of receiving milk during the time this Agreement is in effect. The parties agree the amount of the uniform boarding fee is a fair and reasonable charge equal to the actual average costs to be incurred by Boarding Farm for its service to be provided to Shareowner under this Agreement.
  4. Transportation Fees: Shareowner may request to have their share of milk delivered to an off farm distribution site on property owned or leased by other shareholders. A weekly fee of \$ 2 per share will be charged to offset the cost of distributing the milk.
  5. Shares of Milk: Shareowner shall be entitled to receive the milk production from Shareowner's undivided shares in the Herd. The Boarding Farm will manage milk production so shareowner should expect their portion of milk to be one (1) gallon per share per week. When available, additional milk will be offered to shareholders for a fee associated with with preparing the milk. Shareowner shall pick up his share of milk production at Ebert Farms or at a mutually agreed upon alternate pickup location (arranged by Shareowner) at least one time per week at times to be specified by Boarding Farm; provided, that Boarding Farm shall make every reasonable effort to make those times convenient for the Herd Owners by soliciting comments on scheduling from the Herd Owners (Shareowner, or a representative Shareowner, may be required to pickup Shareowner's share of milk production more frequently if Boarding Farm determines that to be the case to preserve the milk for its owners).
  6. Duties of Boarding Farm: In addition to any other duties provided in this Agreement, Boarding Farm shall have the following duties in connection with the boarding of the Herd:
    - a. To receive the Herd for boarding at its principle place of business and to provide any other reasonable services required for in the Agreement or requested by the Herd Owners.
    - b. To maintain and care for the Herd using sound practices in accordance with the Herd Health Program and the Operating Standards attached to this Agreement (entitled "Guidelines for Raw Milk Distribution in Colorado" and incorporated in it by reference) and "Ebert Farms Specific Herd Management" (also attached to this Agreement and incorporated in it by reference), whether applicable to the operations of Boarding Farm or not, as closely as reasonably possible to the requirements of Colorado health laws and regulations applicable to the caring of female bovines and the handling of milk production from them.
    - c. To manage the Herd for and on behalf of the Herd Owners and to acquire and dispose of cows as shall be necessary to maintain the health and productive capacity of the Herd.

- d. To pay all expenses for maintaining and caring for the Herd as required above.
  - e. To provide timely reports via email or letter to Herd Owners as shall be appropriate to apprise Shareowner of the condition of the Herd and any other information which Boarding Farm believes will be useful to Herd Owners in monitoring the health and performance of the Herd with respect to Shareowner's interest in the Herd.
7. Special Services: In addition to the uniform boarding fee provided for in the agreement, should Shareowner request Boarding Farm to provide any special service beyond the boarding and milking required under this Agreement, Shareowner and Boarding Farm shall agree as to the amount of additional charges, if any, to be paid by Shareowner to Boarding Farm for the special services.
8. No Sales of Milk: Shareowner and Boarding Farm acknowledge that the sale of raw milk is prohibited by the State of Colorado. Under no circumstances shall Shareowner or Boarding Farm transfer the ownership or possession of any milk production from the Herd in any transaction which would constitute a sale of milk in violation of the statutes of the State of Colorado or the regulations of the Colorado Department of Public Health and Environment. Shareowner and Boarding Farm each agrees to indemnify and hold the other harmless for any liability, loss, damage, expense or penalties which are incurred by the other because of a breach of the provision of this Section by the indemnifying party.
9. Lien for Charges: Enforcement:
- a. Boarding Farm shall have, and Shareowner specifically grants to Boarding Farm, a lien and security interest in the undivided interest of Shareowner in the Herd for all unpaid boarding and other charges resulting from the boarding and care of the animal and other services required or requested of Boarding Farm by Shareowner under and pursuant to this Agreement.
  - b. Shareowner agrees that in the event the charges due from Shareowner to Boarding Farm are not paid within the time provided herein or otherwise agreed between Shareowner and Boarding Farm, Boarding Farm may exercise its lien rights, and in connection with such rights, may dispose of Shareowner's interests in the Herd for any and all unpaid charges at public or private sale, with or without public notice or notice to Shareowner of the sale, after twenty (20) days notice to Shareowner of the unpaid charges. In the event the sale does not secure a sufficient price to pay the costs of board and other charges, plus costs of sale, Shareowner shall pay to Boarding Farm the difference within twenty (20) days demand by Boarding Farm. Any amounts realized by Boarding Farm at the sale, over and above charges due and costs of sale, shall be returned to Shareowner.
10. Ownership Transfer:
- a. Shareowner specifically represents and warrants to Boarding Farm that Shareowner is the owner of the undivided interest in the Herd described in the recitals and has acquired the interest in the Herd for Shareowner's own use and benefit.
  - b. Shareowner shall not transfer or assign any of Shareowner's rights or interests in the Herd or under this Agreement without prior written consent of Boarding Farm, which consent shall not be unreasonably withheld, and without the transferee or assignee having entered into a Herd Agreement covering the interest being transferred or assigned prior to or contemporaneously with the transfer or assignment. Shareowner shall at no time and under no circumstance sell or exchange any of Shareowner's interest in the production from the Herd and shall at all times use the Shareowner's share of production for Shareowner's own use. Because all of the Herd Agreements are interdependent and cannot function without all interests in the Herd being covered by them, notwithstanding the foregoing, if any court orders a transfer or assignment of

an interest in a proper cause of action, the Court is requested to make the transfer of assignment subject to the terms of a Herd Agreement with respect to the transfer or assignment being ordered by the Court.

11. Liability:

- a. Boarding Farm shall not be liable to Shareowner for any loss of or damage to the Herd or for anything resulting from the care and maintenance of the Herd by Boarding Farm or from handling of production from the Herd by Boarding Farm so long as Boarding Farm shall have complied with the requirements of this Agreement with respect to the Herd and the milk production from it.
- b. Boarding Farm shall not be liable to Shareowner for any sickness, death, loss or damage from the production of raw milk produced and delivered to Shareowner from Shareowner's share of the Herd unless Boarding Farm shall have failed to comply with the Herd Health Program and the Operating Standards attached to this Agreement and the sickness, death, loss, or damage shall have resulted directly from the failure of Boarding Farm to so comply.
- c. Notwithstanding the foregoing, Boarding Farm shall indemnify and hold Shareowner harmless for any loss, damage, liability or expenses caused by any animal in the Herd to the person or property of Herd Owners or third parties because of the gross neglect or intentional act or omission of Boarding Farm.

12. Damage Claims: In the event Shareowner seeks to assert any claim against Boarding Farm for any reason in connection with this Agreement or the activities of Boarding Farm under it, Shareowner must file a written claim with Boarding Farm stating the nature of the claim and the amount of relief sought within one hundred eighty (180) days after Shareowner becomes aware of the circumstances giving rise to the claim. Unless Shareowner files the claim within the prescribed time, Shareowner waives any and all rights that Shareowner may have against Boarding Farm for any liability arising under this Agreement.

13. Arbitration of Disputes: All disputes, claims, and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration. Either party may make a demand for arbitration by filing a demand in writing with the other party within one hundred and eighty (180) days after the dispute first arises. Thereafter, the arbitration shall be conducted by three arbitrators (one appointed by Shareowner, one by Boarding Farm, and a third by the other two arbitrators) in accordance with the rules of commercial arbitration of the American Arbitration Association. Each party shall pay the party's own costs in connection with the arbitration and the parties shall pay the costs of the arbitrators in equal amounts.

14. Effective Date:

- a. This Agreement shall be effective upon the first day of the month following the execution of Herd Agreements by all of the Herd Owners. Boarding Farm shall promptly notify Shareowner of the effective date of the Agreement.
- b. This Agreement shall continue so long as the Herd Agreements are in effect for the entire Herd. If any one of the Herd Agreements, other than this one, shall be terminated for any reason, this Agreement shall continue in effect for an additional one hundred and eighty (180) days during which time Boarding Farm and the remaining Herd Owners may seek to obtain one or more Herd Agreements covering that portion of the Herd which was covered by the terminated Herd Agreements. Boarding Farm shall make available to Shareowner, upon request, the names and contact information of the other Herd Owners for this purpose. If a replacement Herd Agreement is not obtained within the specified time period, this agreement may be terminated by Boarding

Farm pursuant to subsection 14.a below. In seeking a replacement Herd Agreement, Boarding Farm may, for its own account, determine to take on the obligations under a terminated Herd Agreement; provided that in doing so, Boarding Farm will take no actions which would involve the sale of milk from the Herd in contravention of a Herd Agreement or the laws and applicable regulations of the State of Colorado.

15. Termination:

- a. This Agreement may be terminated by Boarding Farm upon ninety days (90) notice to Shareowner so long as Boarding Farm shall terminate all the Herd Agreements at the same time or has found a replacement Herd Agreement for this Agreement.
- b. This Agreement may be terminated by Shareowner (i.) if Shareowner, together with other Herd Owners having Herd Agreements which together cover a majority of the cows in the Herd, notify Boarding Farm of the termination of the Herd Agreements within a period of twenty (20) days of each other (Boarding Farm shall make available to Shareowner, upon request, the names and contact information of the other Herd Owners for this purpose); or (ii.) Shareowner has found another person who is acceptable to Boarding Farm who acquires Shareowner's interest in the Herd and signs a Herd Agreement substantially the same as this one.
- c. Upon termination of this Agreement pursuant to subsections 14.a and 14.b above, without a replacement Herd Agreement being signed, Boarding Farm agrees that a committee of the three Herd Owners may be appointed by the Herd Owners (or if they fail to agree within thirty days, by Boarding Farm) which committee shall review all of the animals in the Herd and provide to Shareowner and all other Herd Owners a recommended list of assignments to be made to transfer ownership of the animals in the Herd to Shareowner and all other Herd Owners so that the undivided interest of Shareowner and all the other Herd owners in the Herd shall be to provide for a few Herd Owners to own an individual cow so that they might dispose of it or arrange for other boarding more easily. The interests to be created shall be created by transferring each Herd Owner's shares in the Herd as a whole to one or, if necessary, more cows. For example, if a Herd Owner has two undivided shares in the Herd as a whole and twenty-three shares equals the number of shares which would be equivalent to one cow, the Herd Owner would be given two undivided shares out of twenty-three (or 11.5%) in one cow and would then have no interest in any other cows in the Herd. Shareowner agrees to this technique and further agrees to execute any documents necessary to accomplish the recommendation of the committee.
- d. If this Agreement is terminated with a replacement Herd Agreement being signed, Shareowner agrees to sell Shareowner's interest in the Herd to the person(s) signing the replacement Herd Agreement so long as Shareowner shall receive a price at least equal to the price Shareowner originally paid for Shareowner's interest in the Herd.
- e. Once Shareowner agrees to the optional transportation provision, and if for any reason a Shareowner representative fails to pickup and deliver Shareowner's share of milk production to the agreed upon alternate pickup location, and no other suitable Shareowner representative can be found, making every effort to do so with other Herd Owners, and Shareowner does not choose to assume this duty, Shareowner may terminate his agreement with Boarding Farm as per the method of termination described in 14.b above.

16. Force Majeure: Notwithstanding anything to the contrary in this agreement, Boarding Farm shall not be responsible for any delay or failure of its performance under this Agreement if the delay or failure is caused by any matter beyond the control of Boarding Farm including, but not limited to, an illness in the Herd not caused by a breach of Boarding Farm duties under the Agreement and which Boarding Farm

has promptly taken steps to have treated or corrected, death of cows in the Herd which does not result from a breach by Boarding Farm of its duties under this Agreement, government regulations public emergency or necessity, legal restrictions, labor disputes and actions related thereto, riot, war, insurrection, windstorms, rainstorms, snowstorms, floods and other acts of God.

17. Miscellaneous:

- a. Construction: When necessary for proper construction, the masculine of any word used in the Agreement shall include the feminine and neuter gender, the singular, the plural, and vice versa
- b. Governing Law: This Agreement is being executed and delivered in the State of Colorado and shall be construed in accordance with and governed by the laws of such state.
- c. Captions: The captions of sections and subsections contained in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
- d. Entire Agreement: This Agreement constitutes the entire contract between the parties and may not be modified or amended except in writing signed by both parties.
- e. Waiver: No assent or waiver, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed or taken to be a waiver of any succeeding breach.
- f. Incorporation by Reference: All schedules, exhibits and attachments referred to in this Agreement are incorporated by reference and made a part of this Agreement.
- g. Assignments: This Agreement and each of its provisions shall inure to the benefits of and be binding upon the parties, their successors and permitted assigns.

IN WITNESS, WHEREOF, the parties have executed this Agreement on the dates shown below to be effective on the date described above.

SHAREOWNER:

BOARDER:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

## EBERT FARMS SPECIFIC HERD MANAGEMENT

The Ebert Farm has been in the family since 1908. The dairy was added to the farm in 2005. The Ebert family is currently milking between 15-25 cows and has a herd of 36 cows. The breeding is done either by Ebert Farms Jersey Bull. Calves are kept as replacement heifers and beef steers. Ebert Farm and their Veterinarian monitor the following herd health program.

### I. Calve Health:

- A. Calves will be removed from their mothers as needed so they do not over indulge from the milking herd . Calves will be left with their mothers for at least 24 hours unless health issues require intervention.
- B. Either from their mother or via bottle, calves will be fed colostrum from their mothers for the first 2 days. After this time they will be bottle-fed regular milk.
- C. Calves will be sheltered appropriately and provided heat as is required for current weather conditions.

### II. Vaccination:

- A. Calves will be Brucellocis vaccinated at 4-10 months of age. No other vaccinations will be given.
- B. Diatomaceous Earth will be used to control internal parasites. Another wormer may be used if a routine fecal sample identifies the existence of parasites.

### III. Treatment for illness:

- A. Any milking cows showing positive clinical mastitis issues will be treated with antibiotics and milk will be withheld for recommended timeframes. Subclinical mastitis will be treated with extra milking, homeopatics and other natural treatments. When mastitis is not resolved with treatment, the affected quarters will be dried off.
- B. Other illness in the cows will be treated under advisement from a veterinarian. Methods used will be as natural as possible. Antibiotics will not be used for issues other than mastitis. (No intramuscular or subcutaneous injections.)
- C. As it is necessary, cows will be dried off without completing their full lactation.

# GUIDELINES FOR RAW MILK DISTRIBUTION IN COLORADO

## I. STANDARDS FOR RAW MILK PRODUCTION

- A. The immediate surroundings of the dairy shall be kept in a clean, neat condition to prevent breeding of flies and rodents.
- B. Utensils: All multi-use containers and equipment, pipeline milking systems and other equipment in the handling, storage, bottling, or capping of raw milk or raw milk products shall be made of smooth, nonabsorbent, non-corrodible, non-toxic material, shall be fabricated and installed as to be easily cleaned and shall be self draining and kept in good repair, as recommended in the 3-A Sanitary Standards. Woven wire cloth shall not be used. All milk pails shall be of the seamless hooded type. All single-service articles shall have been manufactured, packaged, transported, stored, and handled in a sanitary method.
- C. Cow cleanliness: The flanks, udders, and tails of all milking cows shall be free from visible dirt at the time of milking. All brushing shall be completed before milking commences.
- D. Milkers' hands:
  - 1. Milkers' hands shall be washed clean, rinsed with an effective bactericidal solution, and dried with a single service towel, immediately before milking and immediately after any interruption in the milking operation.
  - 2. Wet hand milking is prohibited.
  - 3. No person with an infected cut or lesion on hands or arms shall milk cows, or handle milking utensils or other equipment.
  - 4. Gloves should be worn to minimize transfer of bacteria from cow to cow.
- E. Milkers' clothing: All personnel shall wear clean outer garments while milking or handling milk, milk products, containers, utensils or equipment.
- F. Milking sanitation:
  - 1. Milking shall take place in an environment free of dust, dirt, mud, or accumulated manure.
  - 2. Teats of cows shall be disinfected before milking.
  - 3. Teats shall be forestripped to stimulate milk letdown and to screen for clinical mastitis (abnormal milk).
  - 4. Abnormal milk (mastitis, blood, serum, gross contamination with manure or dirt) shall not be used for human consumption.
  - 5. Raw milk shall be produced in a closed milking system and transferred to an appropriate facility (milkhouse) for proper handling.
  - 6. Milk shall be filtered in an environment free of flies and dust to remove particulate materials.
  - 7. Milk shall be immediately decanted into glass or other impermeable containers meant for final sale and tightly sealed.
  - 8. Containers shall be cooled to between 45 F (7 C) and 32 F (0 C) within two hours after completion of milking and maintained at that temperature until picked up.
- G. Equipment sanitation: All milk-contact surfaces (milking machines, buckets, pipelines, and containers for final sale) shall be washed and sanitized so as to remove all milk residue, dirt, and milkstone. The cleaning process should strive for sterility.
  - 1. All multi-use containers, equipment, and other utensils used in the handling, storage, filling, or capping of raw milk and raw milk products shall be thoroughly cleaned immediately after each usage.
  - 2. All multi-use containers, equipment, pipelines, and other utensils used in milking, packaging, capping of raw milk and raw milk products shall, before each usage, be subjected to an approved bactericidal process using steam, hot water, chemicals or hot air.
  - 3. All containers, strainer pads, and other milking equipment used in the production of raw milk and raw milk products, unless stored in bactericidal solutions, shall be stored as to drain dry,

and so as not to be contaminated before being used. All ports and openings shall be covered on bulk milk utensils which contain milk. Crates in which clean bottles are stored shall be kept clean and bottles inverted and elevated above the floor to prevent contamination.

4. After bactericidal treatment, containers and other raw milk and raw milk product utensils and equipment shall be handled in such a manner as to prevent contamination of any surface with which raw milk and raw milk products come into contact.

H. Bottling and capping:

1. Raw milk and raw milk products shall be bottled on the farm where produced.
2. Bottling and capping shall be conducted in the milkhouse and in sanitary method.
3. Caps or cap stock shall be purchased in sanitary containers, and shall be stored in such a manner that will preclude contamination.

II. REQUIRED TESTING: ANIMAL HEALTH

- A. A tuberculin test of all herds and additions thereto shall be made before any milk therefrom is sold, and at least once every twelve (12) months thereafter, by a state licensed, federally accredited veterinarian. Said tests shall be made and any reactors disposed of in accordance with the requirements approved by the U.S. Department of Agriculture, Animal Disease Eradication branch. A certificate identifying each animal, by number, signed by the veterinarian or attested to by the department and filed as directed by the department, shall be evidence of the above test.
- B. Annually milk will be tested by the Brucella Ring Test through the Rocky Mountain Regional Health Laboratory. Results of all Brucella Ring Tests shall be kept on file at the dairy facility. When the results of the Brucella Ring Test are positive, the herd must be individually tested and any reactors disposed of in accordance with the requirements approved by the U.S. Department Of Agriculture, Animal Disease Eradication Branch.
- C. Lactating animals which show evidence of the secretion of abnormal milk in one or more quarters, based upon physical examination, shall be milked last or with separate equipment; and the milk shall be discarded.
- D. Lactating animals which show evidence of systemic illness, based upon physical examination, shall be milked last or with separate equipment; and the milk shall be discarded. Examples of such systemic illnesses include, but are not limited to, mastitis, metritis, ketosis, fatty liver, and pneumonia.
- E. Lactating animals treated with, or animals which have consumed chemical, medicinal or radioactive agents which are capable of being secreted in the milk and which may be deleterious to human health, shall be milked last or with separate equipment, and the milk disposed of.
- F. Milk from cows treated with antibiotics must be discarded until the milk is test-negative for such antibiotics using the Delvo-P test.
- G. All cows must be tested annually for salmonellosis by fecal culture at the onset of registration, and additions to the herd must be tested thereafter. Cows shedding salmonellae shall be milked last or with separate equipment, and the milk disposed of until 3 consecutive fecal cultures are free of salmonellae.
- H. All cows must be tested annually for Mycobacterium avium ssp. paratuberculosis (Johne' s Disease) by serum ELIS A. Milk from cows with positive or suspect test results shall not be sold until a fecal culture is negative.

III. REQUIRED TESTING: MILK QUALITY

- A. Sampling
  1. Milk shall be sampled monthly.
  2. Milk from all lactating cows shall be commingled into a single sample for monthly submission and testing.
- B. Testing
  1. Bacterial limits 10,000 CFU/ml (Standard plate count)
  2. Coliform limits 50 CFU/ml

3. Scc <200,000 (bulk tank)
4. Salmonella
5. Listeria
6. Staph. aureus
7. Strep. agalactiae
8. Mycoplasma spp

C. Compliance

1. If any of above bacteria or SCC are in excess of limits, producer shall cease distribution of raw milk until limits can be achieved.
2. Individual cows should be tested to determine source of abnormal test.
3. Milk from affected cow shall be discarded until her milk returns to compliance.

IV. Distribution of Raw milk Product

- A. Only those individuals signing a notarized document constituting a legal consumer/ farmer contract shall obtain raw milk.
- B. Raw milk product shall be picked up directly from the dairy farm by the consumer or agent of the consumer.
- C. Once raw milk product is passed into the hands of the consumer, or consumer's agent, the proper handling, transporting, and cooling of the milk is solely the responsibility of the consumer.

## APPENDIX I: GUIDELINES FOR DAIRY FACILITIES

I. Milking Barns:

- A. Milking barn lighting: A milking barn, stable or parlor shall be provided. It shall be provided with adequate light, properly distributed, for both day and night milking.
- B. Milking barn air space and ventilation: Such sections of the milking barn or parlor where lactating animals are milked, shall be well ventilated with either normal or artificial means.
- C. Milking barn floors: The floors and gutters of that portion of the barn or parlor in which cows are milked shall be constructed of concrete or other approved, impervious and easily cleaned material. Floors and gutters shall be graded so as to drain properly, and shall be kept clean and in good repair. No swine or fowl shall be permitted in the milking barn or parlor.
- D. Milking barn walls and ceilings: The interior walls and ceilings of the milking barn or parlor shall be painted as often as may be necessary, or finished in an approved manner and shall be kept clean and in good repair. A tight ceiling is required. If feed should be ground or mixed, or sweet feed should be stored, in a feed room or feed storage space which adjoins the milking area, it shall be separated therefrom by a dust-tight door.
- E. Manure disposal: All manure shall be removed or disposed of in such a manner as best to prevent the breeding of flies therein, and shall be inaccessible to cows.

II. There shall be provided a milk house or milk room for the cooling, storing of raw milk and raw milk products, and packaging. There shall be a washroom for the washing, bactericidal treatment, and storing of milk containers and utensils.

- A. The milk house or room and the washroom shall be provided with a smooth floor, constructed of concrete or other impervious material maintained in good repair, and graded to provide proper drainage.
- B. Both rooms shall have walls and ceilings of such construction as to permit easy cleaning, and shall be well painted, or finished in an approved manner.
- C. They shall be well lighted and well ventilated.
- D. They shall have all openings effectively screened, including outward opening self-closing doors unless other effective means are provided to prevent the entrance of flies and insects.

- E. They shall not be used for any purpose other than those specified above, except as may be approved by the permitting agency; they shall not open directly into a milking barn, parlor, or room used for domestic purposes; provided that a direct opening between the milk house and milking barn or parlor is permitted when a tight-fitting, self-closing solid door(s) hinged to be single or double acting is provided.
- F. The washroom shall have water piped into it and shall have adequate facilities for heating water to clean utensils and milking equipment; and it shall be equipped with a three-compartment stationary sink, wash, rinse, and sanitizing vats.
- G. The milk house or room shall have convenient hand washing facilities, soap, and towels.
- H. Calf bottles, medicinals, and pesticides shall not be stored in the milk room.
- I. The floors, walls, ceilings, windows and equipment of the milk room or washroom shall be kept clean at all times and an acceptable means for the elimination of flies shall be used.
- J. Toilet: Each dairy farm shall be provided with one or more sanitary toilets, conveniently located, and properly constructed, operated and, maintained, so that waste is inaccessible to flies, and does not contaminate surface or ground water.

## APPENDIX II: WATER FOR USE ON THE DAIRY

- I. Water for all dairy purposes shall be from a supply in conformance with environmental improvement board water supply regulations. Water samples for bacteria analysis shall be obtained and must comply with drinking water standards. Water must be sampled once a year for coliform bacteria.