

**Poultry Litter Transport from Nutrient Surplus Watersheds in Northwest Arkansas  
FY 2003, CWA Section 319(h)**

***Project Information***

**A. Introduction**

In October 2003, the Arkansas Soil and Water Conservation Commission (ASWCCC) established the Poultry Litter Transport from Nutrient Surplus Watersheds in Northwest Arkansas (PLT) Project. The purpose of the PLT Project is to remove litter generated from contract Grower operations from the Eucha/Spavinaw and Illinois watersheds in northwest Arkansas and transport it selected areas of Arkansas outside of the ASWCC-defined surplus nutrient watersheds. ASWCC's financial assistance will entail compensation to approved litter Haulers to offset the costs of transporting poultry litter from the approved poultry Growers to the approved Buyers in the selected areas as well as compensation to Growers for the litter that is removed. Information regarding procedures and terms of participation for poultry Growers, Haulers, and Buyers follows.

ASWCC has engaged BMPs, Inc., as a contractor to assist with implementation activities. For more information regarding this Project contact the **PLT Project office at P.O. Box 1086, Farmington, AR 72730, 866-304-2784 or 479-251-1440.**

**B. Project Funding and Duration**

1. **Funding:** Funds for this Project, are being provided by the U.S. Environmental Protection Agency (EPA) through the Nonpoint Source Program administered through EPA's Region 6 office in Dallas (EPA's Nonpoint Source Program was authorized by Congress under Section 319 of the Clean Water Act). Additional funds are being provided by the poultry industry.
2. **Duration:** Hauling under this PLT Project will continue through October 31, 2006 (although ASWCC reserves the right to terminate the Project before that date if Project funds are fully consumed or discontinued or for any other reason).

**C. Approval and Eligibility**

Any Grower, Buyer, or Hauler seeking to participate in this Project must first be approved by BMPs, Inc.

1. **Approval:** To receive approval, a Grower, Buyer, or Hauler must:
  - continuously adhere to the eligibility requirements as set forth below;
  - complete an Information Form provided by BMPs, Inc.; and
  - sign a Participation Agreement with BMPs, Inc., agreeing to the terms and conditions established by BMPs, Inc.

The countersigned agreement will be returned by BMPs, Inc. with a letter assigning a tracking number for the participant and designating the participant as approved.

2. **Eligibility:** The following requirements must be met for a participant to be eligible:

**Growers:**

- A part of the farm must be located in Arkansas and within the Eucha Spavinaw or Illinois watersheds. No company-owned farms are eligible to participate in this project.

**Haulers:**

- Must attend a workshop convened by BMPs, Inc., AND
- Must provide proof of tractor/trailer licensing as required under Arkansas law, AND
- Must provide proof of insurance as required under Arkansas law, AND
- Must provide proof of public security liability insurance in the amount of \$750,000 with BMPs as an additional named insured on the policy.

**Buyers:**

- Land must be row crop, pasture, forage, grass and forestlands of Arkansas outside the surplus nutrient watersheds as defined by ASWCC (see attached list).

#### **D. Steps involved in litter transport & compensation**

**Overview.** There are three steps involved in hauling litter and receiving compensation from BMP for hauling costs and litter:

1. **Scheduling:** A haul job consists of the transport of litter from one Grower to one Buyer, and will likely consist of several loads. Hauler will submit a Transport Authorization Form (TAF) for each haul job, signed by Hauler, to the Project Office. The Hauler will indicate on the TAF the Grower and Buyer of the litter, the approximate tonnage of the litter to be hauled, approximate mileage and the scheduled haul date. The proposed mileage is subject to verification by BMPs, Inc. BMPs, Inc. will approve a complete TAF within three days of receipt of the TAF.
2. **Hauling:** Compensation is available only to approved Haulers for litter obtained from approved Growers and delivered to approved Buyers, on a per ton basis.
  - a. **Scale tickets:** Because compensation will be based on the weight of litter hauled, each truck must be weighed after being loaded. BMPs, Inc. will set up accounts at one or more certified scales in the in the Project area and scale fees for an approved TAF at the selected scale(s) will be paid by BMPs, Inc. Scale fees for weights obtained at other scales will not be reimbursed by BMPs, Inc. A list of

the selected truck scales available within the Project area can be obtained from the PLT Project office. Hauled material in excess of legally allowed weight limits will not be eligible for compensation.

- b. **Load tickets:** Load Tickets will be provided to and used by each Hauler to capture specific information regarding each load of litter transported by participating Haulers, including date, source farm, Buyer, Hauler information, and the weight of litter transported. For each load, a scale ticket will be obtained by the Hauler and attached to the Hauler's Load Ticket. The Hauler will certify on the load ticket the amount of litter being hauled; Buyer will sign the load ticket acknowledging receipt of the load. Load tickets are available from the PLT Project office.
  - c. **Discharge of litter and transfer of litter ownership:** Hauler will discharge litter only on row crop, pastures, forage, grass and forest lands in Arkansas exclusive of the surplus nutrient watershed as defined by ASWCC and in accordance with the principles contained in the Environmental Protection Agency's Clean Water Act Section 319. The Buyer will sign the Hauler's Load Ticket acknowledging receipt of the load. Acceptance of the load will entail transfer of ownership of the material to the Buyer and transfer of responsibility for management of the material to the Buyer. Hauler will provide to Buyer a letter stating the requirements of ADEQ/ASWCC for litter application.
3. **Compensation:** Compensation will be made to the Hauler and the Grower for each haul job.
- a. **Hauler invoices:** Each Hauler will prepare and submit to BMPs, Inc. a separate invoice for each haul job. All load tickets and attached scale tickets associated with that haul job must be attached to the Hauler's invoice for that job. Each invoice must contain:
    - i. Invoice number and date
    - ii. job # (from the Transport Authorization Form)
    - iii. total number of loads per job
    - iv. total quantity of litter transported, per load and per job (in tons, rounded to the nearest tenth)
    - v. verifiable mileage
    - vi. total compensation requested
    - vii. signature of Hauler certifying the accuracy of all of the information presented and the amount of compensation requested
    - viii. signature of the supplying Grower confirming the quantity of litter exported.

Hauling invoices will be signed by Hauler and Grower. Hauler must submit invoices by the 15th and the last day of each month to BMPs, Inc. Compensation will be made, by issuance and posting of check, to Hauler within ten business

days of receipt of invoices, to the extent practicable; incorrect or insufficient documentation submitted by Hauler will likely delay compensation; continued submission of incorrect or insufficient documentation will result in suspension or termination of Hauler's participation in the Project.

Compensation will be paid to Hauler at the rate of:

<b>\$0.05/mile/ton up to a maximum of \$8/ton</b>
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- b. **Grower Request for Reimbursement\***: Request for Reimbursement forms will be provided by BMP to Haulers to be delivered to Growers. Each request form will require:
  - i. job # (from the Transport Authorization Form)
  - ii. total number of loads per job
  - iii. total quantity of litter transported
  - iv. signature of the supplying Grower confirming the quantity of litter exported.

Grower will complete Request form and submit to BMPs, Inc. for payment. Compensation will be made, by issuance and posting of check, to Grower within ten business days of receipt of request, to the extent practicable, and provided that corresponding Hauler invoicing has been received by BMPs, Inc. Incorrect or insufficient documentation submitted by Grower will likely delay compensation; continued submission of incorrect or insufficient documentation will result in suspension or termination of Grower's participation in the Project.

Compensation to Grower will be calculated by BMPs, Inc. based on the following:

<b><math>\\$2/\text{ton} + [(\\$8/\text{ton}) - (\\$/\text{ton paid to Hauler for haul job from Hauler invoice})]</math></b>
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\* Grower Request for Reimbursement form can be submitted by Hauler with Hauler invoice provided all information is complete and necessary signatures obtained.