

State of North Carolina
Department of Environment and Natural Resources
Division of Water Quality
LANDOWNER UTILIZATION AGREEMENT FOR
NC DEPARTMENT OF TRANSPORTATION

Hydrodemolition Operation Slurry (HOS) is generated by the hydrodemolition of concrete on bridge decks during the deck restoration process. The hydrodemolition operation will typically generate a range of volumes per bridge with percent solids of the unfiltered water ranging from 0.5 to 10 percent. The generated water and solids (slurry) is stable and contains a high calcium value for application as a lime amendment. **Diamond Grinding Slurry (DGS)** is generated by diamond grinding of concrete pavement which generates a slurry material consisting of water and pulverized concrete. This material is collected in trucks through a vacuum system concurrent with the grinding process. The generated slurry is stable and also contains a high calcium value for application as a lime amendment. Both products are permitted by the Division of Water Quality (Permit WQ0035749) for distribution and land application. This agreement is to allow the distribution and land application of **HOS and/or DGS** onto properties whose owner is herein giving written consent for the responsible application of this resource.

INSTRUCTIONS TO THE APPLICANT:

- A. Prepare a separate utilization agreement form for each landowner other than the applicant.**
 - ✓ A copy of the completed and appropriately executed utilization agreement form must be provided to the landowner and the lessee/operator (if applicable).
- B. If the landowner wishes to exclude certain fields from use, a list of excluded fields along with a description of the excluded areas, shall be attached to this utilization agreement.**

**UTILIZATION AGREEMENT FOR THE LAND APPLICATION OF HYDRODEMOLITION
OPERATION SLURRY AND/OR DIAMOND GRINDING SLURRY
TO LAND APPLICATION SITES NOT OWNED BY THE PERMITTEE**

The undersigned landowner or his representative hereby permits:

NC Department of Transportation
1558 Mail Service Center
Raleigh, North Carolina 27699
Telephone (919) 861-3781
E-mail: rmaycock@ncdot.gov

hereinafter referred to as the Permittee, to land apply HOS and/or DGS, as defined above, to sites owned by the undersigned landowner in the following counties: _____ in accordance with the stipulations and restrictions as given in this Agreement, provided the Permittee and the landowner or his representative of the site agree to meet the requirements of, and follow, the Landowner Utilization Agreement.

The lessee, the landowner or his representative receives, in consideration, full use of the liming value of the applied HOS and/or DGS while the Permittee receives, in consideration, the use of the land application site(s) described below for the beneficial use of the HOS and/or DGS. This Agreement shall remain in effect for the length of the Division's permit for the HOS and/or DGS land application program and shall be renewed each time this permit is renewed if necessary.

Land Application Sites (list field by parcel #, specific location, or other identifying manner):

I. STIPULATIONS:

1. This Agreement shall be binding on the grantees, the successors, and assigns of the parties hereto with reference to the subject matter of this Agreement.
2. Any duly authorized officer, employee, or representative of the Division may, upon presentation of credentials, enter and inspect any property, premises, or place on or related to the land application site(s) at any reasonable time for the purpose of determining compliance with the Division's HOS and/or DGS land application program permit; may inspect or copy any records that must be kept under the terms and conditions of this permit; or may obtain samples of groundwater, surface water, or leachate.

LANDOWNER RESPONSIBILITIES

3. The landowner or his representative authorizes the Permittee, local officials, and State officials or their representatives to take necessary soil, surface water, and groundwater samples during the term of, and for 12 months after termination of, this Agreement.
4. The landowner or his representative will furnish the Permittee with information regarding the amount and analysis of other sources of nutrients (e.g., fertilizer, unregulated animal waste, etc.) that have been applied to the land application site(s). For fields operated by a lessee, the lessee will supply this information for the landowner.
5. The landowner or his representative hereby authorizes the Permittee, local officials, and State officials or their representatives to inspect the land application site(s) prior to, during, and after any HOS and/or DGS land application event and to established monitoring facilities on or near the land application site(s) as required by the HOS and/or DGS land application program permit.
6. By agreeing to accept the HOS and/or DGS, it is recognized that the application of these materials is allowed under the conditions of this agreement. Land application of DGS/HOS is considered the beneficial reuse of a waste under 15A NCAC 02T .1100, and has been deemed permitted under 15A NCAC 02T .1103(4) provided the conditions of this agreement are met. Any action resulting in damages to surface water or groundwater, caused by failure to follow the conditions of this agreement, is subject to Division enforcement action.
7. The landowner or his representative accepting the HOS and/or DGS shall to the best of their knowledge meet the following application requirements:
 - HOS and/or DGS **shall not** be land applied under the following conditions:
 - a. If the HOS and/or DGS are likely to adversely affect a threatened or endangered species listed under section 4 of the Endangered Species Act or its designated critical habitat;
 - b. If the application causes prolonged nuisance conditions;
 - c. If the land fails to assimilate the HOS and/or DGS or the application causes the contravention of surface water or groundwater standards;
 - d. If the land is flooded, frozen or snow-covered, or is otherwise in a condition such that runoff of the HOS and/or DGS would occur;
 - e. Within the 100-year flood elevation, unless the HOS and/or DGS are injected or incorporated within a 24-hour period following a land application event;
 - f. During a measurable precipitation event (i.e., greater than 0.01 inch per hour), or within 24 hours following a rainfall event of 0.5 inches or greater in a 24-hour period;
 - g. If the slope is greater than 10% for surface applied HOS and/or DGS, or if the slope is greater than 18% for injected or incorporated HOS and/or DGS;
 - h. If the land is not intended to be used for agriculture (or turf, ornamentals trees, and other vegetative practices along NCDOT right of way) within 12 months following the land application event;
 - i. If the HOS and/or DGS pH is greater than or equal to 12.5;
 - j. If the vertical separation between the seasonal high water table and the depth of HOS and/or DGS application is less than one foot;
 - k. If the vertical separation of bedrock and the depth of HOS/DGS application is less than one foot;
 - l. If ground cover is less than 50% unless the HOS/DGS is incorporated or injected within a 24-hour period following a land application event.

- HOS and/or DGS shall not be stockpiled or stored offsite for more than 60 days prior to land application;
- Application of HOS and/or DGS shall not occur within 100 feet of a public or private water supply source;
- Application of HOS and/or DGS shall not occur within 100 feet of any well, with the exception of Division approved monitoring wells;
- Application of HOS and/or DGS shall not occur within 25 feet of surface waters.

PERMITTEE RESPONSIBILITIES

Prior to the land application of HOS and/or DGS, the Permittee shall enter into an agreement with the landowner that includes the following conditions:

8. The Permittee has provided the landowner or his representative with information and data concerning the HOS and/or DGS land application program, including an analysis of constituents of the HOS and/or DGS.
9. The Permittee shall provide the landowner or his representative with a copy of the HOS and/or DGS land application program permit that has been most-recently issued by the Division prior to commencement of any HOS and/or DGS land application event. This permit will specify limitations and other restrictions prescribed by the laws and regulations.
10. Within the limits of the Division's HOS and/or DGS land application program permit, the Permittee will determine HOS and/or DGS application rates and schedules based on crop patterns and the current soil pH of each respective field.
11. Specific HOS and/or DGS land application area boundaries shall be clearly marked on the land application site(s) by the Permittee and/or his representative prior to and during a HOS and/or DGS land application event.
12. The Permittee shall provide information on the proper use of the HOS and/or DGS. A copy of the product information sheet for HOS and/or DGS will be provided.
13. The applicator or party accepting bulk residuals from the Permittee shall supply all third parties receiving bulk residuals with documentation specifying that application shall occur consistent with the utilization agreement.
14. Instructions, including contact information for key personnel, shall be provided to the applicator or party receiving bulk residuals in the event that any requirements specified in the utilization agreement are not met.
15. A copy of the Utilization Agreement shall be maintained at the land application sites when bulk residuals are being applied.

Landowner's Certification:

- I certify that I am a deeded landowner of the above-referenced land application site(s) and am authorized to make decisions regarding the use of the land application site(s) on behalf of other deeded landowners OR that I am otherwise authorized, through a power of attorney or other legal delegation, to make decisions regarding the use of the land application site(s) on behalf of the deeded landowners. I certify that I have read this Agreement, understand the stipulations and restrictions, and do hereby grant permission to the Permittee to land apply hydrodemolition operation slurry and/or diamond grinding slurry to the land application site(s) as specified herein.

Landowner name: _____

Landowner address: _____

City: _____ State: _____ Zip: _____

Home/business phone: _____ Cell phone: _____

Signature: _____ **Date:** _____

Permittee's Certification:

- I certify that I have read this Agreement and do hereby agree to abide by the stipulations and restrictions as specified herein.

Permittee / Permittee's Representative: _____

Signature: _____ Date: _____

***** END OF FORM: LUA *****