**Please use the following instructions as a checklist in order to ensure all required items are submitted. Adherence to these instructions and checking the provided boxes will help produce a quicker review time and reduce the amount of additional information requested. Failure to submit all of the required items will lead to additional processing and review time for the permit application. Unless otherwise noted, the Applicant shall submit one original and two copies of the application and supporting documentation**

##### For more information, visit the Water Quality Permitting Section’s [Non-Discharge Permitting Unit](http://deq.nc.gov/about/divisions/water-resources/water-resources-permits/wastewater-branch/non-discharge-permitting).

#### General – This document is an agreement between the Applicant and land owner(s) of residuals receiving sites for land application of Class B residuals (may include water treatment plant or other type residuals) in accordance with [15A NCAC 02T .1100](http://reports.oah.state.nc.us/ncac/title%2015a%20-%20environmental%20quality/chapter%2002%20-%20environmental%20management/subchapter%20t/15a%20ncac%2002t%20.0110.pdf). Do not submit this agreement for review without a corresponding application form (FORM: RLAP 06-16).

Unless otherwise noted, the Applicant shall submit one original and two copies of the application and supporting documentation listed below.

1. **Land Owner Agreement (FORM: LOA 06-16):**

Submit the completed and appropriately executed Land Application Site Certification (FORM: LASC 06-16) form. Please do not make any unauthorized content changes to this form. If necessary for clarity or due to space restrictions, attachments to the application may be made, as long as the attachments are numbered to correspond to the section and item to which they refer.

Prepare a separate agreement for each set of land application sites that are owned or operated by an entity other than the Applicant.

A copy of the completed and appropriately executed agreement must be provided to the landowner and the lessee/operator.

AGREEMENT FOR THE LAND APPLICATION OF RESIDUALS TO PRIVATELY OWNED LAND

The undersigned landowner or his representative hereby permits:

Applicant's name:

**hereinafter referred to as the Permittee, to land apply residuals from the following facility(ies) onto the following land application site(s) (i.e., see attached setback maps) in accordance with the stipulations and restrictions as given in this Agreement:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Site/Field ID** | **Lease (yes/no)** | **Land Use or**  **Cropping Patterns** | **Intended Use of Crops** | **Residuals Source**  **(optional)** | **Special note**  **(no-till/over-seed/ pasture)** |
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**The landowner or his representative receives, in consideration, full use of the nutrient value of the applied residuals while the Permittee receives, in consideration, the use of the land application site(s) described above for the disposal of the residuals.**

**This Agreement shall remain in effect for the length of the Division’s permit for the residuals land application program and shall be renewed each time this permit is renewed.**

**The undersigned landowner or his representative and the Permittee agree to abide with the following restrictions and stipulations until such time as written notification, given 30 calendar days in advance, modifies or cancels this Agreement.**

**I. STIPULATIONS:**

1. The landowner or his representative shall not enter into any additional residuals application contracts or agreements with another permitted entity for the site(s) specified by this Agreement.
2. Should the landowner or his representative lease or otherwise permit the use of the land application site(s) to a third party, the landowner shall be responsible to ensure that the third party agrees and complies with the terms and conditions of this Agreement.
3. The landowner or his representative shall adhere to the provisions of this Agreement until all of the site restrictions (under Section II) are met.
4. Notification of cancellation of this Agreement shall be immediately forwarded to NCDENR-DWR, Non-Discharge Permitting Unit, 1617 Mail Service Center, Raleigh, NC 27699-1617.
5. The Permittee must request and obtain a permit modification from the Division prior to a transfer of the land application site(s) to a new landowner. In addition, the current landowner shall give a notice to the new landowner that gives full details of the residuals applied at the land application site(s).
6. The Permittee has provided the landowner or his representative with information and data concerning the residuals land application program, including an analysis of constituents of the residuals, residuals application methods, schedules for typical cropping patterns, a description of the equipment used by the Permittee.
7. The Permittee will provide the landowner or his representative with a copy of the residuals permit prior to commencement of any residuals land application event and a copy of the results of each soil analysis.
8. If the soil pH of the land application site(s) is not maintained at 6.0 or greater, sufficient amounts of lime shall be applied to achieve a final soil pH of at least 6.0, unless an agronomist provides information indicating that the pH of the soil, residuals and lime mixture is suitable for the specified crop.
9. The landowner or his representative and the Permittee will agree on residuals application rates and schedules based on crop patterns, results of soil samples, and the permitted application limits.
10. The landowner or his representative will provide 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).
11. The landowner or his representative will inform the Permittee of any revisions or modifications to the intended use and cropping patterns for the land application site(s) prior to each planting season to enable the Permittee to amend this Agreement and schedule residuals land application events at appropriate periods.
12. Specific residuals land application area boundaries shall be clearly marked on the land application site(s) by the Permittee, the landowner, or his representative prior to and during a residuals land application event.
13. The landowner or his representative hereby authorizes the Permittee, local officials, and State officials or their representatives to; 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 permit; establish monitoring facilities on or near the land application site(s) as required by the permit; copy any records that must be kept under the terms and conditions of the permit; take necessary leachate, surface water, groundwater, or soil samples during the term of, and 12 months after termination of, this Agreement.
14. RESTRICTIONS:
15. Appropriate measures must be taken by the Permittee and/or the landowner or his representative to control public access to the land application site(s) during active use and for the 12-month period following a residuals land application event. Such controls may include the posting of signs that indicate the activities being conducted at the land application site(s).
16. Animals shall not be grazed on the land application site(s) for a 30-day period following a residuals land application event. Land application sites that are to be used for grazing shall have fencing that will be used to prevent access during these periods after such residuals land application events.
17. Food crops, feed crops, and fiber crops shall not be harvested for a 30-day period following a residuals land application event.
18. Food crops with harvested parts that touch the residuals/soil mixture and are totally above the land surface shall not be harvested for a 14-month period following a residuals land application event.
19. Food crops with harvested parts below the surface of the land shall not be harvested for a 20-month period following a residuals land application event when the residuals remain on the land surface for four months or longer prior to incorporation into the soil.
20. Food crops with harvested parts below the surface of the land shall not be harvested for a 38-month period following a residuals land application event when the residuals remain on the land surface for less than four months prior to incorporation into the soil.
21. Turf grown on land where residuals are applied shall not be harvested for a 12-month period following a residuals land application event.
22. ALTERNATIVES FOR WATER SUPPLY WELLS INSIDE THE COMPLIANCE BOUNDARY: (please check one)

15A NCAC 02L .0107(d) prohibits water supply wells within the compliance boundary. However, [15A NCAC 02T .0105(h)](http://reports.oah.state.nc.us/ncac/title%2015a%20-%20environmental%20quality/chapter%2002%20-%20environmental%20management/subchapter%20t/15a%20ncac%2002t%20.0105.pdf) allows the compliance boundary to be placed closer to the waste disposal area, such that the water supply well is situated outside of the compliance boundary provided the groundwater standards can be met at the newly-established compliance boundary. Please mark one of the following;

A re-defined compliance boundary is needed for field(s) ID:

(Please include the rationale for the requested re-location of the compliance boundary and attach a map showing the newly proposed compliance boundary to the application package)

A re-defined compliance boundary is not needed for this site.

1. ACKNOWLEDGEMENT OF FIELD TRANSFER: (if needed)

The land application field(s) ID: , is currently permitted under another residuals land application program; Permit Number WQ: . The land owner hereby acknowledge that by signing this agreement, he/she is requesting that the field(s) be removed from the previously permitted residuals land application program and transferred into the new program; (Name of the new program)

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 the above-referenced land application site(s) are not included in any waste disposal contract or agreement with another municipality, contractor, or other permitted entity. Furthermore, I certify that I have read this Agreement, understand the stipulations, restrictions, alternatives for water supply wells inside the compliance boundary, acknowledgement of field transfer, and do hereby grant permission to the Permittee to land apply residuals to the land application site(s) as specified herein.

Landowner name:

Address:

City: State: Zip:

Phone: E-mail address:

Signature: Date:

NORTH CAROLINA, COUNTY

I, the undersigned Notary Public do hereby certify that

personally appeared before me this day and acknowledged the due execution of the forgoing instrument.

WITNESS my hand and official seal this the

day of , 20

Signature and seal:

My commission expires:

Lessee’s/Operator’s Certification:

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

Lessee/operator name:

Address:

City: State: Zip:

Phone: E-mail address:

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.

Signing official name:

Signature: Date: