



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY / DEPARTMENT OF TRANSPORTATION

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY**

**AND**

**THE VIRGINIA DEPARTMENT OF TRANSPORTATION**

**On**

**SOLID WASTE**

The Virginia Department of Environmental Quality (DEQ) and the Virginia Department of Transportation (VDOT) enter this agreement to better define solid waste management practices to be employed by VDOT in the construction and maintenance of highways in the Commonwealth. This document represents an agreement between two state agencies so that both may better fulfill mandates of their respective agencies. Except as provided herein, nothing in this agreement shall grant any rights to any third party. The agreement does not address the parties' responsibilities regarding hazardous wastes, hazardous substances, or hazardous materials as defined in Va. Code Section 10.1-1400 and regulations promulgated by the Virginia Waste Management Board.

Along with other responsibilities to protect public health and the environment, the Virginia Department of Environmental Quality is charged with the responsibility to require the proper management of all solid waste generated in the Commonwealth.

The Virginia Department of Transportation is charged with the duty to construct, reconstruct, alter, maintain, and repair highways and to maintain a safe and efficient transportation system in the Commonwealth.

The Virginia Department of Transportation desires to comply and to have its contractors comply with the Virginia Waste Management Act. Pursuant to Virginia Code Sections 10.1-1185, 10.1-1186, 10.1-1402, 10.1-1404, 10.1-1405, and 33.1-12, the Department of Transportation and the Department of Environmental Quality agree as follows:

Memorandum of Agreement  
VDEQ & VDOT  
Solid Waste

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1. Any vegetative waste, such as brush, tree prunings, and wood chips (except stumps and tree trunks) generated during VDOT Maintenance Activities that is:
  - a. not beneficially used or salvaged for beneficial use,
  - b. not burned on site pursuant to regulations of the State Air Pollution Control Board, or
  - c. not disposed in a landfill holding a permit from the Director of DEQ,

may be disposed on highway property, rights-of-way, or easements of the same highway project from which the waste originated. No permit is required for such disposal and the disposal operation will be completed within 180-days. Except as provided in item 4, vegetative cover shall be established when the disposal operation is complete. If the disposal operation is idle for more than 30 days, temporary cover shall be applied. The surface of the fill area shall have:

- (a) slopes no greater than: one (1) vertical foot to two (2) horizontal feet for disposal on property owned by VDOT or property for which VDOT has permanent right-of-way; or
  - (b) slopes no greater than one (1) vertical foot to three (3) horizontal feet for disposal on other highway rights-of-way.
2. All broken concrete, asphalt, brick, cinder blocks, stone, soil, and any other non-reactive, inert, and non-biodegradable waste may be deposited on VDOT property, rights-of-way, or easements, or on the land of a consenting private owner. No cover or slope requirements apply, except as may be necessary to control erosion. No permit is required for such disposal. The materials shall be managed so they do not create an open dump, hazard, or public nuisance. Demolition debris or other waste materials shall not be disposed of under this paragraph.
3. VDOT may dispose of the carcasses of animals killed on the state maintained highway system by burying the carcasses on the state right-of-way. No permit shall be required for such burial of occasional, individual, animal carcasses on the state right-of-way. Burial shall be conducted in a manner protective of human health and the environment and carcasses shall be covered with an adequate quantity of soil, but will be at all times below existing grade and in accordance with any established VDOT BMPs. This exemption does not extend to the mass disposal of carcasses resulting from a highway animal mass fatality incident (e.g. animals killed in an overturned tractor/trailer loaded with livestock). When such a large number of animals are killed in one incident, those carcasses shall be disposed at an appropriately permitted solid waste management, rendering, composting, or incineration facility by parties responsible for the incident.

Memorandum of Agreement  
VDEQ & VDOT  
Solid Waste

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4. The preferred method for the use of clean wood chips and brush is mulch. However, wood chips and brush may be used as a brush barrier for erosion control purposes. Wood chips may be broadcast back into areas of vegetation removal. The materials shall be managed so they do not create an open dump, hazard, or public nuisance. If stored in piles along the highway right-of-way, wood chips shall be stored in an inconspicuous, limited access place so as not to encourage dumping by the public.
5. VDOT will make every reasonable effort to prevent dumping from occurring on property under its control. When appropriate or necessary, this will be accomplished by erecting signs, preventative soil berms, fence, and/or guard rails. VDOT shall assist DEQ/local authorities and/or law enforcement agencies in investigating cases of illegal roadside dumping.
6. All other non-hazardous solid waste not otherwise provided for in this Agreement shall be disposed in accordance with the Virginia Solid Waste Management Regulations (VSWMR).
7. DEQ shall provide a list of currently permitted waste disposal facilities on its Website.
8. At VDOT's discretion, contractors of VDOT may be allowed to use the provisions of this agreement to manage solid waste generated from work performed during highway construction or maintenance contracts with VDOT. VDOT shall oversee adherence to the provisions of these agreements. However, nothing in this agreement shall grant a contractor the right to transport solid waste from one highway project to another for disposal. VDOT shall assist DEQ and/or law enforcement agencies in reporting and investigating alleged waste violations by VDOT's contractors.
9. Nothing in this agreement shall exempt VDOT from corrective action requirements, should they become necessary, for materials disposed on highway property or in a highway right-of-way or easement in accordance this agreement.
10. The DEQ and VDOT agree to work together to resolve issues of mutual interest, whether or not covered in this agreement.

Memorandum of Agreement  
VDEQ & VDOT  
Solid Waste

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The undersigned do hereby agree to the terms and conditions contained in this MOA.

**Virginia Department of Transportation**

Signature David J. Ekern

Date 12/15/2009

David L. Ekern, P.E  
Commissioner

**Virginia Department of Environmental Quality**

Signature David K. Paylor

Date 12/22/2009

David K. Paylor  
Director