

Memorandum of Understanding
VDEQ & VDOT
Centralized Burning of Vegetative Debris from VDOT Roadside Maintenance Operations

- g) Establish, maintain, and adhere to appropriate siting provisions for the storage of ash or incompletely burned vegetative debris provided in Table 1 of this MOU; and
- h) Notify the local VDEQ Regional Office within 1 business day if the burn was not performed or burning was performed inconsistently with the terms of this MOU or the initial notification; and
- i) Document the estimated quantity of ash and incompletely combusted vegetative debris generated as a result of the burn on a copy of the submitted notification form in Attachment 1 and maintain a copy of the form on file.

Article 3: General Provisions

- 1. This MOU shall become effective upon the signature of VDEQ and VDOT representatives; and
- 2. This MOU may be modified by consent of both parties for any purpose at any time; and
- 3. Any proposed revisions or modifications to this MOU shall be in writing and signed by VDEQ and VDOT representatives; and
- 4. All revisions and modifications shall become effective following written concurrence from each signatory; and
- 5. VDEQ and VDOT shall work together to resolve issues of mutual interest that are not sufficiently addressed by this MOU; and
- 6. VDOT and VDEQ will review this agreement every four years from the date of implementation to assess its effectiveness and it may be amended or withdrawn at any time upon mutual consent of both parties; and
- 7. The requirements of this MOU shall be binding upon VDEQ and VDOT. VDOT will ensure that its personnel and its contractors performing related activities on behalf of VDOT do so in compliance with the requirements of this MOU. In addition, VDOT will provide a copy of this MOU to all of its contractors prior allowing them to perform any related activities.