MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION AND THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
REGARDING OVERLAND DISCHARGE OF HYDRO-DEMOLITION WASTEWATER

September 6, 2012

This Memorandum of Understanding (MOU) sets forth mutually understood procedures reached between the New York State Department of Transportation (NYS DOT) and the New York State Department of Environmental Conservation (NYS DEC) regarding overland discharge of hydro-demolition wastewater.

WHEREAS, NYS DOT and NYS DEC are each executive agencies of the State of New York and have a common interest in protecting groundwater and surface water resources of the State of New York; and

WHEREAS, both NYS DOT and NYS DEC recognize the importance of providing the public with adequate, safe, efficient, and environmentally sensitive transportation services at a reasonable cost to the People of the State; and

WHEREAS, NYS DEC is responsible for, among other things, State Pollution Discharge Elimination System (SPDES) permitting and enforcement Statewide; and

WHEREAS, NYS DOT is responsible for, among other things, quality assurance and oversight in association with SPDES compliance on NYS DOT capital construction and maintenance work; and

WHEREAS, for purposes of this MOU, hydro-demolition is defined as removal of concrete bridge decking material using high pressure water; and

WHEREAS, NYS DOT is responsible for compliance with the procedures and criteria established in this MOU by their contractors.

NOW THEREFORE, effective with the date of the last signature on this MOU it is understood that:

1. NYS DOT will ensure that all hydro-demolition plans proposing overland discharge of wastewater include the following provisions:

   Road Preparation – To eliminate any potential of wearing surface contaminants mixing with the hydro-demolition wastewater, plans shall include provisions for removal of visible contaminants prior to hydro-demolition work.
Appropriate Erosion and Sediment Control Measures - Plans shall include measures for erosion control of all overland discharges and shall employ all appropriate measures as described in the current New York Standards and Specifications for Erosion and Sediment Controls.

pH Adjustment - Plans shall provide for pH adjustment of all overland discharged wastewater to levels of between 6.5 and 8.5.

Turbidity - Plans shall ensure that the turbidity of the wastewater being discharged does not exceed 50 Nephelometric Turbidity Units (NTUs.)

Aesthetic Consideration - Plans shall ensure that the overland discharges do not deposit a visible layer of fine particles on land or on vegetation where the discharges occur.

Water Treatment Chemical - Plans shall ensure that water treatment chemicals are not allowed, except for pH adjustment.

2. NYSDOT will ensure during hydro-demolition operations that overland discharged wastewater is sampled and analyzed for pH and turbidity using approved EPA methodology, currently EPA Method 150.2 and 180.1, respectively. The schedule for sample collection for pH and turbidity shall include two samples a day with one taken at the beginning of each daily discharge and the second sample taken at the end of the daily discharge. All results shall be maintained in onsite project construction files and be made available to NYSDEC upon request. NYSDOT Main Office will maintain a copy of all the sampling and monitoring results of all projects that employ this MOU for overland discharge for three years.

3. Nothing in this MOU shall be construed to preclude NYSDOT from petitioning for a Beneficial Use Determination (BUD) from NYSDEC pursuant to 6 NYCRR 360-1.15(d), or a land application permit pursuant to 6 NYCRR 360-4 for hydro-demolition wastewater.

4. This MOU shall not be construed to relieve NYSDOT or its contractors of their obligations to obtain other SPDES permits in association with hydro-demolition plans that may propose wastewater discharge to channelized flow or surface waters.

5. This MOU does not cover any discharge of hydro-demolition wastewater to surface waters and wetlands of the state.

6. This MOU does not cover storm-water runoff that should be covered under the SPDES General Permit for Storm-water Discharges from Construction Activity.

7. Nothing set forth in this MOU shall be read to allow for any violation of water quality standard.
This MOU may be rescinded at any time upon 30 days written notice to either party; and/or may be modified upon mutual agreement, memorialized in a simple writing executed by both parties hereto.

Phillip Eng, P.E.
Chief Engineer
NYS Department of Transportation

9/17/12
Date

Marc S. Gerstman, Esq.
Executive Deputy Commissioner
NYS Department of Environmental Conservation

9/10/12
Date