

## Agreement to Permit Application of Bio-solids on Farmland

This Agreement Contract K-2223-66 is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the Norman Utilities Authority, a municipal corporation, hereinafter referred to as AUTHORITY; and Kim Smith, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, Kim Smith is the owner of:

<u>Site ID</u>	<u>Acres</u>	<u>Property ID</u>	<u>Latitude</u>	<u>Longitude</u>
Smith 1	30	PID 0000-07-008-002	35°11'01.39"N	97°07'48.35"W
Smith 2	40	PID 0000-17-008-002	35°10'19.13"N	97°06'29.73"W
Smith 3	80	PID 0000-02-008-002	35°11'27.03"N	97°03'45.13"W
Smith 4	20	PID 0000-12-009-002	35°15'42.71"N	97°02'48.24"W
<b>Total</b>	<b>170</b>			

All sites located near State Highway#9 just east of State Highway#102 as shown on Attachment "A-D" for sites Smith#1, Smith#2, Smith#3 and Smith#4.

WHEREAS, the OWNER is utilizing said lands for agricultural purposes; and,

WHEREAS, the AUTHORITY has need for the use of agricultural lands for the application of Norman Water Reclamation Facilities bio-solids.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained to be kept and performed by each of the parties hereto, it is mutually agreed as follows:

### OWNER'S RESPONSIBILITIES:

- OWNER agrees to permit the AUTHORITY to apply bio-solid on his or hers farmland located:

<u>Site ID</u>	<u>Acres</u>	<u>Property ID</u>	<u>Latitude</u>	<u>Longitude</u>
Smith 1	30	PID 0000-07-008-002	35°11'01.39"N	97°07'48.35"W
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<b>Total</b>	<b>170</b>			

All sites located near State Highway#9 just east of State Highway#102 as shown on Attachment "A-D" for sites Smith#1, Smith#2, Smith#3 and Smith#4.

- OWNER recognizes the soil conditioning and fertilizing value of the bio-solids for farmland and agrees to allow the AUTHORITY to apply the bio-solids to the OWNER'S land at no charge to the AUTHORITY.

3. OWNER does hereby agree to permit the AUTHORITY to apply bio-solids to the above-described lands for a period of one (1) year with two more (1) year options, commencing on the date of this agreement as set forth above. Unless notice of termination is given by AUTHORITY or OWNER at least thirty (30) days prior to the expiration date of this lease, the lease shall be renewed automatically and the terms and provisions thereof shall continue in full force and effect for a twelve (12) month period, with the provisions for automatic renewal to apply to each successive twelve (12) month period thereafter.

4. OWNER specifically retains the right to use or lease the above-described property in any way he OR she desires which will not unreasonably interfere with the AUTHORITY'S bio-solids application program.

5. OWNER agrees to limit use of areas to which bio-solids has been applied in accordance with the following restrictions:

(a) Food crops with harvested parts that touch the bio-solids/soil mixture and are totally above the land surface shall not be harvested for 14 months after application.

(b) Food crops with harvested parts below the surface of the land shall not be harvested for 20 months after application when the bio-solids remains on the land surface for four months or longer prior to incorporation into the soil.

(c) Food crops with harvested parts below the surface of the land shall not be harvested for 38 months after application when the bio-solids remains on the land surface for less than four months prior to incorporation into the soil.

(d) Food crops, feed crops, and fiber crops shall not be harvested for 30 days after application.

(e) Animals shall not be allowed to graze on the land for 30 days after application.

(f) Turf grown on land where bio-solids is applied shall not be harvested for one year after application when the harvested part turf is placed on either land with a high potential for public exposure or a lawn, unless otherwise specified by the permitting authority.

(g) Public access to land with a high potential for public exposure shall be restricted for one year after application.

(h) Public access to land with a low potential for public exposure shall be restricted for 30 days after application.

(i) Bio-solids shall not be applied to the land if it is likely to adversely affect a threatened or endangered species listed under Section 4 of the Endangered Species

Act or its designated critical habitat.

(j) Bio-solids shall not be applied to agricultural land, forest, a public contact site, or a reclamation site that is flooded, frozen, or snow-covered so that the bio-solids enters a wetland or other waters of the United States, as defined in 40 CFR 122.2, except as provided in a permit issued pursuant to section 402 or 404 of the CWA.

(k) Bio-solids shall not be applied to agricultural land, forest, or a reclamation site that is 30 feet or less from waters of the United States, as defined in 40 CFR 122.2 unless otherwise specified by the permitting authority.

(l) Bio-solids shall be applied to agricultural land, forest, a public contact site, or a reclamation site at an application rate that is equal to or less than the agronomic rate for the bio-solids, unless, in the case of a reclamation site, otherwise specified by the permitting authority.

(m) The permitting authority may impose requirements for the use or disposal of bio-solids in addition to or more stringent than the requirements listed in the federal regulations and in this Agreement when necessary to protect public health and the environment from any adverse effect of a pollutant in the sewage sludge.

Nothing shall preclude a State or political subdivision thereof or interstate agency from imposing requirements for the use or disposal more stringent than the requirements listed in the federal regulations and this Agreement or from imposing additional requirements for the use and disposal of bio-solids.

(n) **Storage time.** Except facilities permitted by the DEQ (excluding transfer stations), bio-solids cannot be stored for greater than six (6) months without prior written approval from the DEQ and in no case longer than one (1) year.

(o) **Weather.** Do not land apply when the ground is frozen or saturated.

(p) **Endangered or threatened species.** Land application cannot occur if it is likely to adversely affect a threatened or endangered species listed under Section 4 of the federal Endangered Species Act, 16 U.S.C. 1533(c), or the critical habitat of such species.

(q) **Topography.** A land application site must have minimal slope or be contoured to prevent ponding and soil erosion. No application can occur on land having a slope exceeding five percent (5%) but less than ten percent (10%) unless erosion or runoff controls are implemented for liquid bio-solids. Land having a slope greater than ten percent (10%) may be utilized for land application of dewatered and dried bio solids only with DEQ approval.

- (r) **Off-site hauling.** A generator or operator must prevent bio-solids and mud from a land application site from being carried off-site. If necessary, bio-solids hauling vehicles must be cleaned prior to leaving the site and the rinse water disposed of in accordance with DEQ rules.
- (s) **Manner.** Land apply bio-solids in a manner to prevent surface runoff and to control objectionable odors. Incorporate bio-solids into the soil before the end of each working day. Do not store or land apply, or allow to runoff, sludge or wastewater to wetlands or waters of the state. Discharges to waters of the state are prohibited without a discharge permit under OAC 252:606.
- (t) **Compliance required.** All permittees must operate the land application site pursuant to the terms of the DEQ issued permit.
- (u) **Monitoring Wells.** The DEQ may require monitor wells and boreholes in connection with the application of bio-solids. These wells must be designed, constructed and plugged in accordance with OAC 785:35.
- (v) **One applier.** A land application site must be used by only one land applier at a time unless the DEQ approves other users.
- (w) **Prevention of deterioration.** Land application shall not cause deterioration of the site.
- (x) Bio-solids shall not be applied within two (2) feet of the highest seasonal water table nor applied to the land within one hundred (100) feet of a stream or body of water.
- (y) Bio-solids shall not be applied within two hundred fifty (250) feet of a public or private water supply.
- (z) OWNER agrees to waive any damages, property or otherwise, resulting from the proper application of bio-solids by AUTHORITY in accordance with this agreement.

**AUTHORITY'S RESPONSIBILITIES:**

1. AUTHORITY recognizes its need for a bio-solids application site and agrees to apply the bio-solids on the OWNER'S land at **no charge** to the AUTHORITY.
2. AUTHORITY shall obtain any necessary permit(s) from the Oklahoma Department of Environmental Quality and shall be responsible for compliance with the rules and regulations applicable to bio-solids disposal.

3. Application of the bio-solids shall be coordinated with the OWNER in order to protect OWNER's crops and livestock.
4. Application will generally be accomplished by surface application of liquid/dried bio-solids. Should bio-solids be spread on the surface in a liquid or cake state, arrangements will be made in advance with the OWNER to incorporate the bio-solids with the soil using a disc harrow or other appropriate implement.
5. The AUTHORITY shall perform at its own expense all sampling and monitoring required by the Oklahoma Department of Environmental Quality.

GENERAL CONDITIONS:

1. In the event either party hereto should default in the performance of any obligation hereunder on its part to be performed, the other party agrees to give such defaulting party five (5) business days' notice in writing of such default. Should such default not be corrected within five (5) business days after giving such notice, then and in that event, the party giving such notice shall have the right and option to terminate this agreement or pursue such other remedy as provided by law, including the right to collect damages resulting from such default. If either party is compelled to resort to proceedings at law to protect its right hereunder, the party ultimately determined to be at fault shall pay all costs and expenses of such litigation including reasonable attorney's fees in a sum to be fixed by the Court, in addition to all other costs and damages according to law.
2. Any notice given hereunder by either of the parties hereto shall be considered as having been legally given when deposited in the United States Post Office with postage thereon fully prepaid, addressed as follows:

Utilities Manager  
Norman Water Reclamation Facility  
Post Office Box 370  
Norman, Oklahoma 73070

Kim Smith  
34100 Highway 9  
Tecumseh, OK 74873

3. This Agreement may be terminated by either party hereto by giving notice to the other in writing at least thirty (30) days prior to the date of termination.
4. The AUTHORITY and the OWNER binds each other and their partners, successors, executors, administrators, and assigns to the other party and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

5. This Agreement shall be in full force and effect only when it has been approved by the AUTHORITY, and when executed by its duly authorized officials.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above set forth.

Owner: Kim Smith

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 17 day of November, 2022, personally appeared Kim Smith, to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Steven D. Hardeman  
Notary Public

My Commission Expires: August 11, 2026



Approved as to form and legality by the Office of the City Attorney.

\_\_\_\_\_  
City Attorney

THE CITY OF NORMAN, OKLAHOMA  
A Municipal Corporation

ATTEST:

\_\_\_\_\_  
Mayor, Norman Utilities Authority Chairman

\_\_\_\_\_  
City Clerk