Request for Proposals Handling and Disposal of Bio-Solids

A Joint Venture of
The City of Covington, Georgia, and
Newton County Water & Sewerage Authority
11325 Brown Bridge Road
Covington, Georgia 30016

(770) 385-3923





www.ncwsa.us

February 9, 2021

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Section 1: Introduction

Summary

The City of Covington and the Newton County Water & Sewerage Authority, (JV, Joint Venture) jointly seek Proposals (RFP) from qualified and experienced firms or contractors for the development of a biosolids handling and disposal program to serve their collective wastewater treatment systems. Requested services should include the following project descriptions.

- A. Part 1: Pilot Program: Develop a scaled demonstration project that receives dewatered sludge from the JV's wastewater treatment plants and converts same to a stable, Class A, biosolid as defined by Georgia EPD. The demonstration project would examine alternatives for converting the dewatered sludge to a stable product for use as a soil additive for agricultural or landscaping uses. The JV feels that Newton County community has the potential to support composting of biosolids, as an example.
- B. Part 2: Full Scale Program: Based on a successful Pilot, scale up the operation to receive all the JV's residual biosolid stream on an ongoing basis. The Full-Scale Program may or may not lead to a multi-year agreement to be negotiated at the conclusion of Part 1.

Offerors are invited to explore traditional and alternative methods and technologies for disposal including land application of dry biosolids, disposal at municipal solid waste landfill, composting, or other technologies.

Offerors shall submit Proposals to the Owner Contact per the instructions herein by 4:30 p.m., April 12, 2021.

Solicitation

This solicitation is defined as a Competitive Proposal under Georgia Law (O.C.G.A. 36-91-2).

This Request invites Proposals from contractors or firms according to the requirements set forth in this solicitation, including the format and content guidelines specified. Proposals will be reviewed and evaluated by the JV's selection team and ranked in the order of most advantageous using the criteria and process described herein.

Upon completion of the evaluation process, the JV will contact all Offerors. Those Offerors ranked as most advantageous to the JV may be interviewed or enter further discussions toward a Project award.

Agreement Renewal

It is desired that any Agreement(s) executed at the successful completion of Part 1 will be for an initial two (2) year period beginning on or about May 2021 and may be automatically renewed up to four (4) successive, two-year periods, for a total of ten (10) years, contingent upon the appropriation of funds by the JV in the annual fiscal-year budget which runs from July 1 through June 30. Written notice shall be given approximately one hundred twenty (120) days before the expiration date of each agreement period.

Pre-proposal Conference

On March 3, 2021, the Joint Venture will host a mandatory pre-proposal conference consisting of overview and tour of existing facilities. The conference will meet at 10:00 a.m. at The Center, 2104 Washington Street, SW; Covington, Georgia, 30014. A project overview will be presented with questions and answer session to provide additional context, followed by caravan visits to the JV's facilities located around Newton County.

Open Records

All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and policies of the JV. All such materials shall remain the property of the JV.

If the Offeror has notified the Owner Contact that the Offeror's submittal contains trade secrets, proprietary commercial or financial information, which is privileged and confidential, we will make every effort to

protect those portions of the submittal. The title page and each page containing proprietary information must be somarked.

Section 2: Requested Services

Description of Needs

Categories A&B: Municipal Wastewater Bio Solids: The respective wastewater treatment plants comprising the JV have an ongoing need for a stable, sustainable method of capturing, dewatering, transporting, and disposing of biosolids from the treatment processes. Currently, the facilities dewater and dispose of bio solids using different approaches. From landfilling to land applying, the logistics of dealing with our collective load is tentative. The JV seeks a long-term, sustainable, and secure approach and wishes to review proven, sustainable alternatives for treatment and disposal.

Wastewater Treatment and Bio-Solids Programs

Narratives on the wastewater treatment programs of the JV members, are found under Attachment A. This narrative describes plant operation and solids production.

Responsibilities of Joint Venture

The JV, through its assigned project manager(s), will oversee the services and work cooperatively with the selected firm(s) to fulfill our responsibilities in a timely manner. Our commitments include:

- Providing suitable access to our sites for the pilot or subsequent full-scale program(s),
- Clearly outlining project requirements,
- Timely reviewing the work products and deliverables,
- Issuing timely responses to the selected firm,
- Furnishing existing studies, drawings, plans, specifications, shop drawings, data, information, and other documents to assist the selected firm in their project development,
- Funding the Project(s) and rendering timely compensation,
- Assisting in obtaining permits, as needed.

Section 3: Procurement Process

Acknowledgement of RFP

Each Offeror should acknowledge by emailing the Registration Form, as instructed, no later than 5:00 p.m., February 19, 2021, that it has received the RFP and intends to respond. Identify and provide contact information for the firm's primary point of contact for any future documents, notices, and addenda associated with this solicitation.

Communications

The Owner Contact will act as the sole point of contact for this RFP and will administer the RFP process. All communications should be submitted in writing via email, and specifically reference this RFP. This RFP is subject to revision after the date of issuance via written Addenda. Any such addenda will be distributed directly to known Offerors via email. All questions and responses will be shared by Addenda with all parties having acknowledged the RFP. Please direct questions to the Owner Contact as follows:

Ms. Lindsey Chambers Engineering Technician NCWSA 11325 Brown Bridge Road Covington, GA 30016 Phone: (770) 385-3923 Email: lc@ncwsa.us

Please note that verbal communications with the Owner Contact or other individuals are not binding. Except for the Owner Contact, or specified delegates, no contact with staff, City Council, Board Members, or any public official concerning the RFP during the procurement process is allowed. Violation of this provision may result in disqualification of the Offeror.

The Owner's Contact may designate alternate contacts to address specific inquiries.

Schedule

The proposed procurement schedule is as follows:

Issue RFP:	February 10, 2021
Acknowledge RFP:	February 19, 2021
Due Diligence:	February 10 – April 7, 2021
Pre-proposal Conference:	March 3, 2021; 10:00 a.m.
Deadline for Questions:	April 7, 2021; 4:30 p.m.
Submit Proposal:	April 12, 2021; 4:30 p.m.
Interviews (if required):	April 14 – 16, 2021
Award and Agreement:	April 21 - 23, 2021
Anticipated Notice to Proceed:	Mid-May 2021

Due Diligence / Pre-proposal Conference:

On March 3, 2021, the Joint Venture will host a mandatory pre-proposal conference consisting of overview and tour of existing facilities. The conference will meet at 10:00 a.m. at The Center, 2104 Washington Street, SW; Covington, Georgia, 30014. A project overview will be presented with questions and answer session to provide additional context, followed by caravan visits to the JV's facilities located around Newton County.

Section 4: Submittal Requirements

Submittal and Due Date

We desire digital submittals. Publish and upload a pdf version(s) of the Proposal no later than April 12, 2021 at 4:30 p.m. local time, addressed to the Owner Contact.

Upload the Proposal to the JV's 3rd Party Server Location: To Be Announced

If hard copy submittals are contemplated, please deliver 3 copies and a memory drive containing the digitally published version (PDF) to the Owner Contact at the address noted above.

Each Offeror assumes full responsibility for timely submittal of its Proposal at the required location.

The Offeror shall furnish and sign all information required by the RFP. An authorized agent of the company must sign on behalf of the firm.

Format

We value brevity. Please provide twenty (20) pages or less, (excluding resumes, project sheets and appendices), conveying the 's transmittal letter, qualifications, experience, and project management approach. An 11 X 17-inch sheet size may be used for a team chart or other exhibit and will count as 1 page.

Locate all other items required or called for in the appendices. Limit total page count to 50 or less, 8.5 X 11-inch equivalent, minimum 11-point font.

Content

Letter of Interest: Provide a 1-page Letter of Interest describing how the JV will benefit with your firm as a trusted service provider. In the letter, please acknowledge receipt of all Addenda.

Team and Qualifications

The twenty (20) pages should demonstrate how your firm's team, qualifications, and experience fill our needs as we search for a sustainable technical solution for an essential, perpetual operation.

Oualifications

The Offeror should possess and demonstrate a minimum of 10 years of firm / key team member experience in water / wastewater treatment, solids handling process, composting, municipal solid waste hauling, or septic treatment systems, for municipal, public, or private agencies. The firm should possess a business license and it is recommended that they employ a Class I Georgia Wastewater Operator.

Experience

The Proposal must describe the experience of the firm and Project team members on projects relevant to the Categories described in the Summary. The Offeror should include reference projects to demonstrate relevant experience.

Within the past ten (10) years, all Offerors should have successfully established at least five (5) similar or comparable projects for municipal or private clients in the United States.

Offerors will highlight the 5 relevant projects for the respective Categories. Relevant Project sheets may be included in the Appendix.

Each project description shall contain the following information:

- Owner
- Owner contact information (including email address)
- Role of firm
- Contract value
- Year established
- Description of the project demonstrating relevance to the JV's needs
- Key team members involved in the relevant projects, along with a concise description of the role and responsibilities of each.

Resumes

Include resumes for key team members in the Appendix. Resumes should be 1-page maximum length.

Project Management Approach

Consider this section as an opportunity to write persuasively about a documented success story. Include within the twenty (20) pages, your firm's approach for achieving outstanding results for a hypothetical (or real) assigned Task under this Project. Provide a real-life example(s) of where this approach has been successful.

Compensation

In the Appendix, provide the firm's conceptual cost / rate schedule including the key personnel and others involved in the work. The schedule should include any billing multipliers to be assessed on expenses or sub-contractor charges. Key personnel are to be mapped to a billing rate schedule.

Provide a description of how the firm expects to be compensated (lump sum, flat rate per month, per ton treated, etc.) for the Categories of Services. The Compensation proposals is for information and discussion only, we will not include in the overall rating at this time. Final Compensation structure will be negotiated with the selected Offeror(s).

Value Added Services

Along the same lines of the project management approach, explain a service offered by your firm that fits a niche or is a differentiator from the competition.

Section 5: Evaluation and Selection

Evaluation Criteria

A selection team comprised of the Owner's project managers will evaluate and rank the responsive Proposals that best satisfy the Project requirements. The selection team will apply the evaluation criteria below.

Evaluation Criteria	Value
Qualifications	35
Experience	25
Project Management Approach	25
Value Added Services	15

Selection Process

After evaluation and recommendations for selection, the Owner will notify all Offerors. The top ranked Firm(s) will be either selected for contract award or offered the opportunity to negotiate the final terms of the Owner's Agreement for Services. If the Owner determines that the top-ranked Offerors proposed final terms are not advantageous to the Owner, the Owner may choose to either select or negotiate with the next-highest ranked.

Section 6: Project Information

Facility Narratives, Maps, and Figures

Offerors will find descriptions and other information for the JV's facilities including wastewater treatment facilities and associated permitting documents.

Wastewater Facility Narratives

Offerors should become familiar with the JV's wastewater treatment and ancillary facilities that may be considered as part of the Offeror's recommended alternative for disposal of biosolids. The JV will evaluate the Offerors approaches for utilization of sites presented herein for suitability for composting or other types of disposal.

City of Covington, GA

Originally constructed circa 1960, the City of Covington WRF is located at 10192 Covington Bypass SE, Covington 30014. The current 3-month rolling average influent flowrate is 2.3 MGD of its permitted monthly average daily flow of 5.6 MGD. The plant serves as a "pretreatment plant" of sorts, providing preliminary treatment ahead of the subsequent land treatment disposal at the JV's Covington – NCWSA Land Application Facility.

The City currently further treats its waste sludge into what is termed 'biosolids'. Biosolids are a beneficial reuse product that can be land applied. The City produces a Class B product, which has strict guidelines as to treatment, testing, reporting and application rates.

Currently, the City contracts for the pickup, hauling, and land application of its biosolids. The permitted application land is authorized solely at the landowner's discretion on a month-to-month arrangement; the land is not owned by the City or the contract hauler.

The Indian Creek WRF produces approximately 500 dry tons of waste sludge annually. Figure 1 shows the aerial view of the plant and property. Other documents such as the Operating Permit are contained in Appendix A.

Biosolids be collected at this location for disposal through the means to be addressed in the response to the RFP.

Newton County Water & Sewerage Authority

Originally constructed circa 1970, the Yellow River WRF is located at 90 River Front Road, Porterdale, GA. The current 3-month rolling average influent flowrate is 2.5 MGD of its permitted monthly average daily flow of 4.0 MGD. The plant serves as a "pretreatment plant" of sorts, providing preliminary treatment ahead of the subsequent disposal at the JV's Covington – NCWSA Land Application Facility. The Yellow River WRF produces approximately 250 dry tons of wasted sludge each year.

Other documents such as the Operating Permit are contained in Appendix A.

Figure 2 shows the plant layout and property. Other documents such as the Operating Permit are contained in Appendix A.

Currently, NCWSA does not produce biosolids, but disposes of its waste sludge directly to the Newton County Municipal Solid Waste Landfill.

Waste sludge will be collected at this location for disposal through the alternatives to be addressed in the response to the RFP.

Joint Venture Facilities

The following facilities are presented as possibilities for creation of composting, drying, transfer station or other type of biosolids processing and disposal facility.

Section 7: Figures

Figure 1: Indian Creek WRF (City of Covington)

Figure 2: Yellow River WRF (NCWSA)

Figure 3: SR 36 Land Application Facilities (JV)

Figure 4: Stephenson Road Land Application Facilities (JV)

Figure 5: Flat Shoals Road Land Application Facilities (JV)

Figure 1 City of Covington Indian Cr WRF



Figure 2 NCWSA Yellow River WRF



Parcel ID P045000000093B00
Class Code Exempt
Taxing District PORTERDALE
COVINGTON
Acres 30.81

(Note: Not to be used on legal documents)

Owner NEWTON COUNTY WATER & SEWAGE AUTHORITY 11325 BROWN BRIDGE RD COVINGTON, GA 30016
Physical Address (TRUE FRONT RD Assessed Value Value \$142200

 Last 2 Sales
 Price
 Reason
 Qual

 5/17/2000
 \$77025
 UV
 U

 5/25/1997
 \$48000
 LM
 Q

Figure 3 - City of Covington - NCWSA Land Application Facility Potential Residuals Handling Site - State Route 36



Figure 4 - City of Covington - NCWSA Land Application Facility Stephenson Road Site



Figure 5 - City of Covington - NCWSA Land Application Facility Flat Shoals Road Site



Appendix A

City of Covington – NCWSA Land Application System Operating Agreement & Permit Documents

AGREEMENT FOR OPERATION OF THE COVINGTON/NEWTON COUNTY WATER AND SEWERAGE AUTHORITY LAND APPLICATION SYSTEM

THIS AGREEMENT, made and entered into effective as of the _______ day of ________, 2016 by and between the CITY OF COVINGTON, a municipal corporation of the State of Georgia, County of Newton (hereinafter called the "City") and THE NEWTON COUNTY WATER AND SEWERAGE AUTHORITY, a public body corporate created and existing under the laws of the State of Georgia (hereinafter called "NCWSA");

WITNESSETH:

WHEREAS, the City and NCWSA each operate wastewater collection and secondary treatment facilities within Newton County, Georgia, which are subject to the requirements of Public Law 92-500 and the regulations promulgated thereunder by the United States Environmental Protection Agency, which require pretreatment of the wastewater discharged by the City's and the NCWSA's respective aforesaid treatment facilities; and

WHEREAS, the City and NCWSA desire to formalize their agreement as to the maintenance and operation of the tertiary sewage treatment facility currently utilized by the parties hereto (hereinafter referred to as the "LAS");

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants contained herein, the NCWSA, by virtue of the power and authority of Georgia Laws 1970, pp. 2449-2468, as amended, and the City, by virtue of the power and authority of Art. IX, Sec. II, Par. III of the Constitution of Georgia (1983), do hereby covenant, contract and agree as follows:

1. **DEFINITIONS**.

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein shall have the following meanings unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and the plural forms of the words and terms herein defined:

"Agreement" means this Agreement for Operation of the Covington/Newton County Water and Sewerage (NCWSA) Land Application System and shall include any supplements or amendments thereto.

"Engineer" means a Georgia licensed professional engineering firm designated by agreement of the parties hereto.

"EPD" means the State of Georgia, Department of Natural Resources, Environmental Protection Division.

"LAS" means the Real Estate and all improvements made thereto.

"LAS Capital Costs" means costs associated with land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, infrastructure or intangible assets that are used in operations that have initial useful lives extending beyond an annual reporting period with a cost of \$5,000.00 or more.

"LAS Capital Fund" means that account established by the City and the NCWSA pursuant to the provisions of Section 5 of this Agreement, all funds contributed thereto, all earnings accrued thereon less all expenditures therefrom, all in accordance with the aforesaid Section 5.

"LAS Revenue" means any revenue or income accruing from the operation of the LAS including, but not limited to, the net proceeds from the lease of land, or sale of any timber now or hereafter harvested from the Real Estate or the removal of any minerals or other resources therefrom or the sale of any other by-product of the operation of the LAS.

"MGD" means million gallons per day.

"Operator" means the City or any corporation or legal entity designated by the City (with the prior written consent of NCWSA) to operate, maintain, supervise and manage the LAS.

"Operating Cost" means the sum of all expenses attributable to the Operator's operation of the LAS in accordance with the terms of this Agreement as more particularly defined in Section 6 of this Agreement.

"O&M Manual" means the State of Georgia EPD approved 'Operations & Maintenance Manual' of principles and practices specific to the operation and maintenance of the LAS.

"Permitted Treatment Capacity" means the pre-application flow limits as set forth in each party's respective LAS permit issued by the EPD.

"Real Estate" means the land and appurtenances as well as all improvements thereon described on Exhibit "A" attached hereto and made a part hereof by reference.

"State and Federal Regulations" means rules and requirements set forth within, but not limited to, each party's respective LAS permit issued by the Environmental Protection Division of the Georgia Department of Natural Resources. See Exhibit "B" attached hereto and made a part hereof by reference.

2. AGREEMENTS, COVENANTS AND UNDERTAKINGS OF CITY.

- (A) The City shall cause the LAS to be operated in accordance with all applicable 'State and Federal Regulations'.
- (B) The City shall provide all personnel, services and facilities necessary to operate the LAS in accordance with the Engineer's advice and instruction within the current, state approved 'O&M Manual' for the LAS or future approved revisions thereof.

- (C) The City shall maintain complete and accurate records of all 'Operating Costs' incidental to its operation of the LAS. The City shall provide monthly reports (such as an Invoice) of the funds being advanced by the City via email to the Executive Director of the NCWSA.
- (D) The City shall advance all funds necessary or appropriate to pay all 'Operating Costs' subject to the NCWSA's obligation to pay its prorata portion thereof.
- (E) The City shall contribute monthly to the 'LAS Capital Fund' its share of the payments called for in accordance with the provisions of Section 5 of this Agreement.

3. AGREEMENTS, COVENANTS AND UNDERTAKINGS OF THE NCWSA:

- (A) The NCWSA shall promptly pay to City upon request the NCWSA's share of all 'Operating Costs'.
- (B) The NCWSA shall have the right to review a report documenting all such 'Operating Costs.' In that regard, the City shall provide monthly reports (such as an Invoice) of the funds being advanced by the City via email to the Executive Director of the NCWSA. The NCWSA will promptly notify the City's Water Reclamation Division Manager via email of any disputed Operating Costs.
- (C) The NCWSA shall contribute monthly to the 'LAS Capital Fund' its share of the payments called for in accordance with the provisions of Section 5 of this Agreement.

4. <u>MUTUAL AGREEMENTS, COVENANTS AND UNDERTAKINGS OF THE CITY</u> <u>AND THE NCWSA</u>.

(A) The City and the NCWSA shall be responsible for the operation and maintenance of their respective waste water collection systems, including necessary lift stations, trunk and outfall sewer lines, force mains, pretreatment facilities and other

equipment necessary to deliver a permitted wastewater flow to the LAS. By way of further clarification, each entity shall be solely responsible for the operation and maintenance of their respective effluent force main up to discharge into storage pond #1. See Exhibit A attached hereto and incorporated by reference herein.

- (B) Each party hereto agrees that the wastewater flow delivered by them to the LAS will be collected, treated and delivered thereto in accordance with all applicable State and Federal Regulations and further agrees that any apparent violation of such laws, statutes or regulations shall be promptly reported to the 'Operator' and the appropriate regulatory agency. If a fine or penalty is assessed due to the negligence of the City, the City shall be solely responsible for payment of said fine or penalty. If a fine or penalty due to the negligence of the NCWSA, the NCWSA shall be solely responsible for payment of said fine or penalty. If a fine or penalty is assessed due to the negligence of the 'Operator', each party shall pay a percentage of the fine or penalty which equals the percentage of that party's negligence. Any such fine or penalty assessed due to Operator negligence will be paid as part of the Operating Costs. If the fine or penalty assessed is considered large by either party, the City and NCWSA will work together in good faith to reach a mutual agreement for a payment plan to pay it.
- (C) The City and the NCWSA each agree that they shall implement and enforce such reasonable rules and regulations governing industrial wastewater pretreatment as may be required in accordance with the provisions of Environmental Protection Agency Regulations Section 403.8(f) as well as Public Laws 92-500, the so as to ensure that all industries discharging effluent into the respective collection systems of the City and the NCWSA have complied with all federal or State of Georgia mandated industrial pretreatment requirements.
 - (D) The City and the NCWSA each agree that they shall abide by the rules and

regulations governing the 2006 EPD approved joint Watershed Protection Plan (WPP) as required in accordance with the provisions promulgated by the Environmental Protection Agency. As part of this Agreement and the mutual WPP, each entity agrees to share all costs related to the on-going water quality and biological monitoring, including but not limited to, sampling equipment, lab costs and sample collection, as well as certain administrative duties related to the WPP Annual Report. All costs will be paid through the LAS operations budget, which is shared on a flow proportion basis, as long as both parties agree.

- (E) The City and the NCWSA each agree that they shall not encumber, transfer, convey or otherwise dispose of their respective interests in the LAS except with the prior written consent of the other party hereto and except in conjunction with the issuance of Revenue Anticipation Bonds as provided for under Section 14 of this Agreement. However, nothing in this section or this Agreement shall apply to treatment capacity reservations which a party may have with another entity.
- (F) The City and the NCWSA each agree that they will at all times during the term of this Agreement charge the users of their respective wastewater collection facilities rates sufficient to insure the financial stability of the respective parties and the ability to fulfill their financial obligations under this Agreement.
- (G) The City and the NCWSA agree that each shall have the right to inspect the records of the other during reasonable business hours so as to verify compliance with the provisions of this Agreement.
- (H) The City and the NCWSA each agree to execute any formal instruments, including necessary permits, rights-of-way, easements, rights of ingress and egress or conveyances as may be appropriate for the acquisition, construction or operation of the LAS or otherwise under the terms of this Agreement.

5. LAS CAPITAL FUND

- (A) Each of the parties acknowledges that it is necessary and appropriate to establish a 'LAS Capital Fund'. Such funds shall be used to offset certain 'LAS Capital Costs' or other non-recurring expenditures in excess of \$5,000.00. The NCWSA shall have the right to review a detailed fiscal year budget proposal report documenting all such 'LAS Capital Costs'. In addition, the City shall provide notice to the Executive Director of the NCWSA via email seven (7) calendar days prior to the funds being advanced by the City. The NCWSA will notify the City's Water Reclamation Division Manager via email of any disputed LAS Capital Costs within five (5) business days of receiving the proposed LAS Capital Costs. In the event of an emergency repair or unexpected expenditure, the City will follow the same procedure and provide notice to the Executive Director of the NCWSA via email as soon as practicable prior to the funds being advanced by the City.
- (B) The City shall maintain said fund with a financial institution located in Newton County, Georgia, insured by either the Federal Deposit Insurance Corporation or by the Federal Savings & Loan Insurance Corporation and supporting a minimum balance of \$200,000.00.
- (C) One hundred percent of all 'LAS Revenue' will be deposited in the 'LAS Capital Fund'.
- (D) On or before the 15th day of the month following any month during which the balance in such fund falls below said minimum balance (or at such other time as the parties mutually agree), the City and the NCWSA shall each contribute to the fund an amount to cover the shortfall in the minimum balance. Each entity's payment shall be proportionate to their Permitted Treatment Capacity of the LAS. If either the City or the NCWSA desires to make its payment over time, it may do so by paying to the fund an amount determined by multiplying 25% of the preceding month's Operating Cost by a fraction which has as its

denominator the then total permitted treatment capacity of the LAS (in MGD) and as its numerator the then permitted treatment capacity (in MGD) allocated to the applicable party. This formula would apply each month until the party's full payment amount is reached and the minimum balance has been restored in the fund.

- (E) At such time as the amount in the 'LAS Capital Fund' exceeds the stated minimum balance, the parties hereto shall be relieved of responsibility for making contributions to the 'LAS Capital Fund' until said amount thereafter decreases to less than same minimum balance.
- (F) At the termination of this Agreement, the monies in the 'LAS Capital Fund' shall be distributed to the parties in proportion to their current 'Permitted Treatment Capacity' of the LAS.

6. OPERATING COSTS.

- (A) 'Operating Costs' shall include all expenses incurred, paid or accrued incidental to the 'Operator's' maintenance and operation of the LAS in accordance with the terms of this Agreement including, but not limited to:
 - (i) All personnel costs paid to employees of the 'Operator' while involved in the operation of the LAS plus a reasonable allocation of time by the City's Water Reclamation Division Manager based on providing management services for the operation of the LAS.
 - (ii) The direct operating cost of all equipment and motor vehicles used in the operation of the LAS and the supervision thereof.
 - (iii) Expenses incurred in acquiring, storing and maintaining miscellaneous supplies, spare parts, materials and other related equipment to be used or consumed in the operation of the LAS.

- (iv) The cost of all public liability and casualty insurance, insuring the LAS, and the parties hereto for risks and liability arising out of the operation of the LAS.
- (v) The direct costs of providing a system of bookkeeping incidental to the operation of the LAS including the annual auditing of the books and records for same.
- (B) The City shall maintain records of account for all income and expenses incidental to the Operators' operation of the LAS in accordance with standard bookkeeping procedures. Any changes in the budget for either entity will be promptly communicated and provided in writing to the other party.
- (C) 'Operating Costs' shall not include any costs eligible for payment and actually paid from the 'LAS Capital Fund'.
- (D) The City shall provide a monthly invoice for the previous month's 'Operating Costs' and the NCWSA will promptly reimburse the City for the NCWSA's share of the reported month's 'Operating Costs'. However, prior to reimbursement, the NCWSA shall have the right to review all said 'Operating Costs' invoices and notify the City's Water Reclamation Manager via email of any disputed Operating Costs within five (5) business days of receiving the said monthly invoice.
- (E) After the auditor's review each fiscal year, the City will provide an invoice to the NCWSA referred to as an invoice for the "13th month" which will contain final adjustments for the fiscal year. Flow measurement percentages will be determined as the average over the twelve (12) months of that fiscal year. This 13th month invoice shall be provided and paid in the same manner and on the same terms as standard monthly invoices.
- (F) 'Operating Costs' are shared according to the portion of the total metered flow of effluent delivered to the LAS. The amount of total metered flow will be prepared and reported by the City's Water Reclamation Division Manager on a monthly Flow Report, the same as or substantially similar to the attached Exhibit "C". This Flow Report shall be

provided to the Executive Director of the NCWSA via email each month. Each entity shall pay a proportionate share of the monthly Operating Costs as determined by that entity's percentage share of monthly flow.

(G) If there is a disagreement or concern about the accuracy of metered flow, both parties shall have the right to inspect and request a calibration of any meter used to measure metered flow of effluent delivered to the LAS.

7. STANDARD OPERATING PROCEDURES

The 'Operator' shall have the right to prescribe certain rules, regulations and procedures pertaining to the use and operation of the LAS, but in accordance with all State and Federal Regulations and under the guidance and direction of the LAS 'O&M Manual'.

8. <u>LIMITATIONS ON LIABILITIES AND RESPONSIBILITIES.</u>

The NCWSA acknowledges that it will never have the right to demand payment from the City of any obligation assumed or imposed by the City under or by virtue of this Agreement from any funds raised or to be raised by ad valorem taxation except as such obligation may arise pursuant to the issuance of revenue anticipation bonds as hereinafter provided in Section 13. It is expressly understood and agreed that all payments due by the City hereunder are to be made from revenues derived by the City from the operation of its water and sewerage system, such payments ranking equally with the operating charge for salaries, wages, maintenance and other operating expense of such system, but nothing contained herein shall be construed as prohibiting the City from making payments from other funds lawfully available to it for such purposes.

In case or by reason of force majeure, the City shall be rendered unable wholly or in part to carry its obligations under this Agreement, then the City shall give notice in full particulars of such circumstances in writing to the NCWSA within a reasonable time after the occurrence of the event or cause relied upon and the obligation of the City shall be suspended during the continuation of its inability then claimed, but for no longer period, and the City shall act diligently to remove or eliminate the force majeure cause. Such cause, as defined herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the government of the United States or the State of Georgia, or any civil or military authority with appropriate jurisdiction, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery and inability on the part of the City to operate its part of the LAS.

9. **DEFAULT**.

Each party hereto expressly acknowledges and agrees that the obligation of each party hereto to keep, observe and perform its covenants as herein set forth is specifically conditioned upon the other party's keeping, observing and performing its covenants as also herein set forth, and failure of either party to do so shall constitute an event of default hereunder.

10. <u>REMEDIES ON DEFAULT.</u>

Upon failure by either party to keep, observe and perform any agreement on its part to be kept, observed or performed for a period of thirty (30) days after delivery of written notice specifying such failure and requesting that it be remedied, then the other party not in default hereunder may, at its option, take any one or more of the following actions:

(A) If the default is a default of the City, then the NCWSA may:

- (i) cease any payments due the City under the terms of this Agreement,
- (ii) take whatever action at law or in equity may appear necessary or desirable to enforce the performance and observance of any agreement of the City under this Agreement and/or
 - (iii) terminate this Agreement without any further liability or obligation.
- (B) If the default is a default of the NCWSA, the City may:
- (i) terminate this Agreement and exclude the NCWSA from any or all use of or right, title or interest in the LAS, and/or
- (ii) take whatever legal action may appear necessary or desirable to enforce the performance and observance of any agreement of the NCWSA under this Agreement.

11. NO REMEDY EXCLUSIVE.

No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity, or by statute.

12. TERM.

The term of this Agreement shall be for a period of <u>TEN</u> years from the date first above written, but shall be deemed to have been renewed for an additional <u>TEN</u> years under the same terms and conditions as set forth herein unless either party hereto notifies the other party in writing of its intent not to renew this Agreement not later than six months prior to the end of the original term hereof.

13. <u>REVENUE ANTICIPATION BONDS</u>.

If either the Authority or the City is a party to water and/or sewer revenue anticipation bonds or revenue certificates as defined and provided by Georgia law, the issuing entity may request that the other party be a party to the validation proceeding. The party receiving the request shall reasonably consider it. However, the party receiving the request is not required to be a party to or a part of the validation proceedings if any portion this Agreement is being disputed.

14. <u>SEVERABILITY</u>.

Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby.

15. ENTIRE AGREEMENT.

This Agreement embodies and sets forth all the provisions, agreements and understandings between the parties relative to the LAS. There are no provisions, agreements, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth. Any and all prior provisions, agreements, contracts or understandings, either oral or written, between the parties relative to the LAS are hereby rescinded and superseded by this Agreement; except however, for any agreement between the City and the NCWSA executed simultaneously herewith or hereafter between the City and the NCWSA and relative to the City's agreement to make contributions to the NCWSA and the right to receive for such contribution, capacity in the NCWSA's wastewater collection and secondary treatment facilities and in turn constitute a portion of the wastewater effluent

to be treated on behalf of the NCWSA by the LAS.

16. MODIFICATION.

No subsequent alteration, amendment, modification, change or addition to this Agreement shall be binding upon the parties hereto unless the same is reduced to writing and signed, sealed and delivered by the parties to this Agreement.

17. WAIVER.

No delay or omission of either party to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In the event any covenant contained in this Agreement shall be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

18. <u>COUNTERPARTS</u>.

This Agreement may be executed in two counterparts, each of which shall be an original and both of which shall constitute but one and the same instrument.

19. INCORPORATION INTO MINUTES.

By execution of this Agreement, each of the parties hereto warrants, represents and covenants that notice of the execution of this Agreement shall be spread upon the minutes of the governing authority of each party and a copy of this Agreement attached thereto and

incorporated therein by express reference hereto.

IN WITNESS WHEREOF, the parties hereto, pursuant to authorizing resolutions duly passed and recorded in their respective minutes of action, have hereunto signed, sealed and delivered this Agreement in duplicate original effective as of the day and year first above written.

THE CITY OF COVINGTON

Mayor, Ronne Johnston

City Clerk, Audra M. Gutierrez

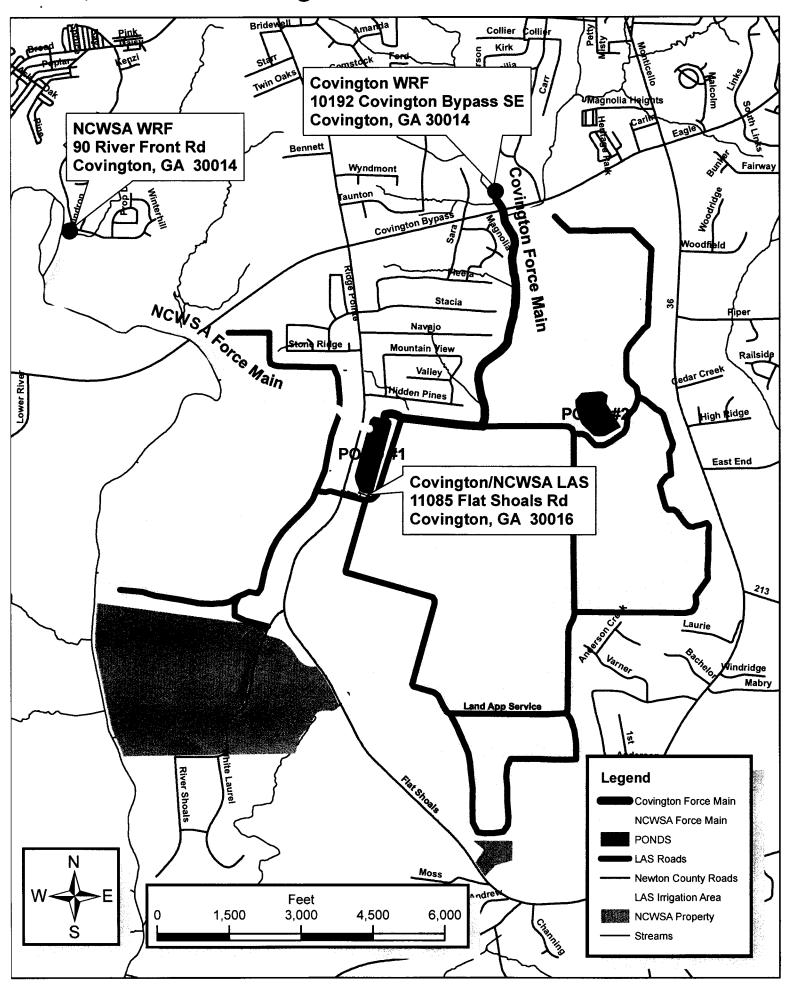
NEWTON COUNTY WATER AND SEWERAGE AUTHORITY

By: Executive Director, Mike Hopkins

Attest:

(NCWSA Seal)

LAS Agreement Exhibit A





ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

EPD Director's Office 2 Martin Luther King, Jr. Drive Suite 1456, East Tower Atlanta, Georgia 30334 404-656-4713

JUL 1 2 2018

Ms. Leigh Anne Knight, City Manager City of Covington PO Box 1527 Covington, Georgia 30015

RE: Permit Issuance

Covington Water Reclamation Facility

LAS Permit No. GAJ020055

Newton County, Ocmulgee River Basin

Dear Ms. Knight:

Pursuant to the Georgia Water Quality Control Act, as amended; the Federal Water Pollution Control Act, as amended; and the Rules and Regulations promulgated thereunder, we have today issued the attached National Pollutant Discharge Elimination System (NPDES) permit for the referenced wastewater treatment facility.

Your facility has been assigned to the following EPD office for reporting and compliance:

Georgia Environmental Protection Division Watershed Compliance Program 2 Martin Luther King Jr. Drive Suite 1152 East Atlanta, GA 30334

Please be advised that on and after the effective date indicated in the attached NPDES permit, the permittee must comply with all the terms, conditions and limitations of this permit.

If you have any questions, please contact Kim Hembree at 404-463-4937 or Kim. Hembree@dnr.ga.gov.

Sincerely,

Richard E. Dunn

Director

RED\kbh

Attachment: NPDES Permit No. GAJ020055, Fact Sheet

cc: David Croom, City of Covington (dcroom@cityofcovington.org)

Marzieh Shahbazaz, EPD WPB (Marzieh.Shahbazaz@dnr.ga.gov)

Alys Hannum, EPD WPB (alys.hannum@dnr.ga.gov)



LAND APPLICATION SYSTEM PERMIT

In accordance with the provisions of the Georgia Water Quality Control Act (Georgia Laws 1964, p. 416, as amended), and the Rules and Regulations promulgated pursuant thereto, this permit is issued to the following:

City of Covington
Post Office Box 1527
Covington, Georgia 30015-1527
(Newton County)

is authorized to operate the land treatment system located at:

Covington Water Reclamation Facility 11085 Flat Shoals Road Covington, Georgia 30016 (Newton County)

Ocmulgee River Basin

in accordance with effluent treatment limitations, monitoring requirements and other conditions set forth in the permit.

This permit is issued in reliance upon the permit application signed on May 31, 2017, any other applications upon which this permit is based, supporting data entered therein or attached thereto, and any subsequent submittal of supporting data.

This permit shall become effective on August 1, 2018.

This permit and the authorization to discharge shall expire at midnight on July 31, 2023.

17776

Director,

Environmental Protection Division

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PART I

A. CONDITIONS

1. **DEFINITIONS**

- a. "Composite Sample" means a combination of at least 13 discrete sample aliquots of at least 100 milliliters, collected over periodic intervals from the same location, during the operating hours of a facility for at least 24 hours. The composite must be flow proportional.
- **b.** "Daily Discharge" means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the day.
- c. For the purposes of this permit "Discharge of a Pollutant" means any addition of any "pollutant" or combination of pollutants to "waters of the State" from any "point source." This definition includes additions of pollutants into waters of the State from: surface runoff which is collected or channeled by man; discharges through pipes, sewers, or other conveyances owned by a State, municipality, or other person which do not lead to a treatment works; and discharges through pipes, sewers, or other conveyances, leading into privately owned treatment works. This term does not include an addition of pollutants by any "indirect discharger."
- d. "DMR" means Discharge Monitoring Report.
- **e.** "EPD" means the Environmental Protection Division of the Department of Natural Resources.
- **f.** "Effluent" means wastewater that is discharged (treated or partially treated).
- **g.** "Grab Sample" means an individual sample collected over a period of time not exceeding 15 minutes.
- h. "Drip Field" means the wetted application area or irrigation of the land treatment system or land disposal system where treated wastes, treated effluent from industrial processes, agricultural or domestic wastewater, domestic sewage sludge, industrial sludge or other sources is applied to the land using drip emitters, excluding the buffer zone.
- i. "Geometric Mean" means the *n*th root of the product of *n* numbers.

- j. "Hydraulic Loading Rate" means the rate at which wastes or wastewaters are discharged to a land disposal or land treatment system, expressed in volume per unit area per unit time or depth of water per unit of time.
- **"Indirect Discharger"** means a nondomestic discharger introducing "pollutants" to a "publicly owned treatment works."
- l. "Industrial Wastes" means any liquid, solid, or gaseous substance, or combination thereof, resulting from a process of industry, manufacture, or business or from the development of any natural resources.
- m. "Influent" means wastewater, treated or untreated, that flows into a treatment plant.
- n. "Instantaneous" means a single reading, observation, or measurement.
- which the pollutants are applied to the surface or beneath the surface of a parcel of land and which results in the pollutants percolating, infiltrating, or being absorbed into the soil and then into the waters of the State. Land disposal systems exclude landfills and sanitary landfills but include ponds, basins, or lagoons used for disposal of wastes or wastewaters, where evaporation and/or percolation of the wastes or wastewaters are used or intended to be used to prevent point discharge of pollutants into waters of the State. Septic tanks or sewage treatment systems, as defined in Chapter 511-3-1-.02 (formally in Chapter 270-5-25-.01) and as approved by appropriate County Boards of Public Health, are not considered land disposal systems for purposes of Chapter 391-3-6-.11.
- **p.** "Land Treatment System" means any land disposal system in which vegetation on the site is used for additional treatment of wastewater to remove some of the pollutants applied.
- q. "MGD" means million gallons per day.
- r. "Monthly Average" means the arithmetic or geometric mean of values for samples collected during each calendar month.
- s. "Monthly Average Limit" means the highest allowable average of daily discharges over a calendar month, unless otherwise stated, calculated as an arithmetic mean of the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during the same calendar month.
- t. "OMR" means Operating Monitoring Report.
- u. "Point Source" means any discernible, confined, or discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit,

well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

- v. "Pollutant" means dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, industrial wastes, municipal waste, and agricultural waste discharged into the waters of the state.
- w. "Quarter" means the first three calendar months beginning with January and each group of three calendar months thereafter (also known as calendar quarters).
- ****. "Quarterly Average"** means the arithmetic mean of values obtained for samples collected during a calendar quarter.
- y. "Rule(s)" means the Georgia Rules and Regulations for Water Quality Control.
- z. "Spray Field" means the wetted area of the land treatment system or land disposal system where treated wastes, treated effluent from industrial processes, agricultural or domestic wastewater, domestic sewage sludge, industrial sludge or other sources is applied to the land via spray, excluding the buffer zone.
- aa. "Sewage" means the water carried waste products or discharges from human beings or from the rendering of animal products, or chemicals or other wastes from residences, public or private buildings, or industrial establishments, together with such ground, surface, or storm water as may be present.
- bb. "Sewage Sludge" means solid, semi-solid, or liquid residue generated during the treatment of domestic sewage or a combination of domestic sewage and industrial wastewater in a treatment works. Sewage sludge includes, but is not limited to scum or solids removed in primary, secondary, or advanced wastewater treatment processes. Sewage sludge does not include ash generated during the firing of sewage sludge incinerator, grit and screenings generated during preliminary treatment of domestic sewage in a treatment works, treated effluent, or materials excluded from definition of "sewage sludge" by O.C.G.A. § 12-5-30-3(a)(1).
- **cc.** "Sewage System" means sewage treatment works, pipelines or conduits, pumping stations, and force mains, and all other constructions, devices, and appliances appurtenant thereto, used for conducting sewage or industrial wastes or other wastes to the point of ultimate disposal.

- **dd.** "Sludge" means any solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility exclusive of the effluent from a wastewater treatment plant.
- ee. "State Act" means the Georgia Water Quality Control Act, as amended (Official Code of Georgia Annotated; Title 12, Chapter 5, Article 2).
- ff. "Treatment System" means the wastewater treatment facility which reduces high strength organic waste to low levels prior to the application to the spray field.
- **gg.** "Treatment Requirement" means any restriction or prohibition established under the (State) Act on quantities, rates, or concentrations, or a combination thereof, of chemical, physical, biological, or other constituents which are discharged into a land disposal or land treatment system and then into the waters of the State, including but not limited to schedules of compliance.
- hh. "Water" or "Waters of the State" means any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and all other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of the State which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation.
- ii. "Weekly Average Limit" means the highest allowable average of daily discharges over a consecutive calendar week, calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week. The calendar week begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m. A week that starts in a month and ends in another month shall be considered part of the second month.

2. MONITORING

a. REPRESENTATIVE SAMPLING

Samples and measurements taken for the purpose of monitoring shall be representative of the volume and nature of the monitored waste stream. The permittee shall maintain an updated written sampling plan and monitoring schedule.

b. SAMPLING PERIOD

1. Unless otherwise specified in this permit, quarterly samples shall be taken during the periods January-March, April-June, July-September, and October-December.

- 2. Unless otherwise specified in this permit, semiannual samples shall be taken during the periods January-June and July-December.
- 3. Unless otherwise specified in this permit, annual samples shall be taken during the period of January-December

c. MONITORING AND ANALYZING PROCEDURES

- 1. All analytical methods, sample containers, sample preservation techniques, and sample holding times must be consistent with the techniques and methods listed in 40 CFR Part 136, as amended. The analytical method used shall be sufficiently sensitive. Parameters must be analyzed to the detection limits. The parameters will be reported as "not detected" or "ND" when they are below the detection limit and will then be considered in compliance with the effluent limit. The detection limit will also be reported on the DMR or OMR in accordance with Part I.A.3 of this permit.
- 2. In accordance with 40 CFR Part 136, as amended and as applicable, all analyses shall be made in accordance with the latest edition of Standard Methods for the Examination of Water and Wastes. Methods for Chemical Analysis of Water and Wastes. or other approved methods.

d. ADDITIONAL MONITORING BY PERMITTEE

If the permittee monitors required parameters at the locations designated in Part I.B of this permit more frequently than required, the permittee shall analyze all samples using approved analytical methods. The results of this additional monitoring shall be included in calculating and reporting the values on the DMR and OMR. The permittee shall indicate the monitoring frequency on the report. EPD may require in writing more frequent monitoring, or monitoring of other pollutants not specified in this permit.

e. FLOW MONITORING

1. Measurements shall be conducted using the flow measuring device(s) in accordance with the approved design of the facility. If secondary flow measurement device(s) are installed, calibration shall be maintained to ± 10% of the actual flow. Flow shall be measured manually to check the flow meter calibration at a frequency of once a month. If secondary flow instruments are in use and malfunction or fail to maintain calibration as required, the flow shall be computed from manual measurements or by other method(s) approved by EPD until such time as the secondary flow instrument is repaired.

- 2. For facilities which utilize approved alternate technologies for measuring flow, the flow measurement device must be calibrated semi-annually by qualified personnel.
- 3. Records of the calibration checks shall be maintained on site in accordance with the requirements of Part. I.A.2.f. of the permit.

f. RECORDING OF RESULTS

For each measurement of sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- 1. The exact place, date, and time of sampling, and the person(s) collecting the samples;
- 2. The dates and times the analyses were performed;
- The person(s) who performed the analyses;
- 4. The analytical procedures or methods used; and
- 5. The results of all required analyses.

g. RECORDS RETENTION

- 1. The permittee shall retain records of:
 - a. All laboratory analyses performed including sample data, quality control data, and standard curves;
 - b. Calibration and maintenance records of laboratory instruments:
 - c. Calibration and maintenance records and recordings from continuous recording instruments;
 - d. Process control monitoring records;
 - e. Facility operation and maintenance records;
 - f. Copies of all reports required by this permit;
 - g. All data and information used to complete the permit application; and
 - h. All monitoring data related to sludge use and disposal.
- 2. All records and information resulting from the monitoring activities and record keeping requirements required by this permit and the Rules shall be retained by the permittee for a minimum of three (3) years, whereas records pertaining to sludge shall be retained for five (5) years, or longer if requested by EPD.

3. REPORTING

- a. Monitoring results obtained during the calendar month shall be summarized for each month and reported on the DMR. The results of each sampling event shall be reported on an OMR and submitted as an attachment to the DMR.
 - 1. The permittee shall submit the DMR, OMR and additional monitoring data to EPD. The required submittals shall be postmarked no later than the 15th day of the month following the reporting period.
 - 2. All other reports required herein, unless otherwise stated, shall be submitted to the EPD Office listed on the permit issuance letter signed by the Director of EPD.
- b. However, upon final approval from EPD to use the online web based NetDMR application for the submittals of DMRs and OMRs required by this permit, the permittee shall submit the DMRs and OMRs to EPD utilizing the online NETDMR submittal process. The permittee shall submit the required reports no later than 11:59 p.m. on the 15th day of the month following the reporting period.
- c. The DMR and OMR and any other required forms, reports and/or information shall be completed, signed and certified by a principal executive officer or ranking elected official, or by a duly authorized representative of that person who has the authority to act for or on behalf of that person.

4. SEWAGE SLUDGE AND SLUDGE DISPOSAL AND MONITORING

a. Sewage sludge, sludge and industrial wastes (herein referred to as "sludge" in Part I.A.4 of this permit) shall be disposed of according to the regulations and guidelines established by the EPD and the Federal Clean Water Act section 405(d) and (e), and the Resource Conservation and Recovery Act (RCRA). In land applying nonhazardous sludge, the permittee shall comply with the general criteria outlined in the most current version of EPD's "Guidelines for Land Application of Sewage Sludge (Biosolids) At Agronomic Rates" and with the State Rules, Chapter 391-3-6-.17.

Before disposing of sludge by land application or any method other than co-disposal in a permitted sanitary landfill, the permittee shall submit a Sludge Management Plan (SMP) to EPD for written approval. This plan will become a part of the Land Treatment System Permit upon issuance and/ or modification of the permit. The permittee shall notify EPD, and if applicable obtain written approval, of any changes to an approved Sludge Management Plan.

Page 10 of 31 Permit No. GAJ020055

If an applicable management practice or numerical limitation for pollutants in sludge is promulgated under Section 405(d) of the Clean Water Act after approval of the SMP, then the SMP shall be modified to conform with the new regulations.

- b. The permittee shall develop and implement procedures to ensure adequate year-round sludge disposal. The permittee shall monitor and maintain records documenting the quantity of sludge generated and removed from the facility.
- c. The total quantity of sludge removed from the facility shall be reported on the DMR in accordance with Part I.A.3 of this permit. The total quantity shall be reported on a dry weight basis as total pounds per month when applicable.

B.1. TREATMENT REQUIREMENTS, LIMITATIONS AND MONITORING

Discharge from Pretreatment System:

a. Influent shall refer to the influent to the pretreatment system and effluent shall refer to the discharge from the pretreatment system to the storage pond. The discharge shall be limited and monitored as follows:

	Discharge Limitations	Monitoring Requirements		
Parameter (units)	Monthly (weekly) average, mg/L unless otherwise stated	Measurement Frequency	Sample Type	Sample Location
Flow (MGD)	5.6 (7.0)	Seven Days/Week	Continuous	Effluent
Five-Day Biochemical Oxygen Demand (mg/L) (1)	50	One Day/Week	Composite	Influent & Effluent
Total Suspended Solids (mg/L) (1)	50	One Day/Week	Composite	Influent & Effluent
pH (standard unit), Daily Minimum & Daily Maximum	6.0 – 9.0	One Day/Week	Grab	Effluent

⁽¹⁾ Numerical limits only apply to effluent.

B.2. STORAGE POND LIMITATIONS AND MONITORING REQUIREMENTS

a. Effluent shall refer to the discharge from the storage pond to the spray fields. The discharge from the storage pond to the spray fields shall be limited and monitored as follows:

	Discharge Limitation	Monitoring Requirements		
Parameter (units)	Monthly Average (unless otherwise stated)	Measurement Frequency	Sample Type	Sample Location ⁽¹⁾
Flow (MGD)	Report	Seven Days/Week	Continuous	Effluent
Nitrate-Nitrite, as N (mg/L) ⁽²⁾	Report	One Day/Month	Grab	Effluent
Total Kjeldahl Nitrogen, as N (mg/L) ⁽²⁾	Report	One Day/Month	Grab	Effluent
pH, (standard unit), Daily Minimum & Daily Maximum	Report	One Day/Month	Grab	Effluent

Effluent shall refer to the discharge from the storage pond to the sprayfields. Samples shall be taken from Storage Pond 1 (72 MG).

The wetted area and design application rates of the land treatment system are as described below. The hydraulic wastewater loading to the sprayfields must not exceed the rate established and approved by the Division. Any request for a higher loading rate must be submitted to the Division for approval.

Fields (1)	Wetted Area (acres)	Application Rate (in/week)	Instantaneous Rate (in/hour)
1 - 8	619	2.25	0.19
9 - 12	401	1.79	0.15
13 - 14	209	1.81	0.15
15 ⁽²⁾	125	1.81	0.15

The land treatment system sprayfields are shared with Newton County WSA (LAS Permit No. GAJ020013).

Nitrate-Nitrite and Total Kjeldahl Nitrogen must be analyzed or calculated from the same sample.

Land application on Field 15 shall only become effective on the date that EPD provides written authorization for the Newton County WSA (LAS Permit No. GAJ020013) to operate under B.2 effluent limitations.

- b. The hydraulic loading rates for each spray field shall be monitored daily and submitted to EPD in accordance with Part I.A.3 of this permit.
- c. A daily log will be kept by the land treatment system operator of the volume (gal) of wastewater sprayed on each spray field for each day and shall be submitted to EPD in accordance with Part I.A.3 of this permit.
- d. A daily log will be kept by the land treatment system operator of the amount of rainfall received each day within 0.5 miles of the permitted land treatment system and shall be submitted to EPD in accordance with Part I.A.3 of this permit.
- e. A written summary of pertinent maintenance for the land treatment system such as planting, cutting vegetation, harvesting, resurfacing areas, etc. shall also be included in the report and submitted in accordance with Part I.A.3 of this permit.

B.3. GROUNDWATER MONITORING REQUIREMENTS

a. Groundwater leaving the land treatment system boundaries (as defined in this permit as the spray field) must not exceed the primary maximum contaminant levels for drinking water. The maximum contaminant level for nitrate nitrogen is 10.0 mg/L, as amended in the Safe Drinking Water Rules and Regulations. Samples of the groundwater shall be monitored from each groundwater monitoring well(s) by the permittee for the parameters and at the frequency listed below:

Parameter (units)	Measurement Frequency	Sample Type
Depth to Groundwater (feet)	One Day/Month	Grab
Nitrate, as N (mg/L)	One Day/Month	Grab
pH (standard unit)	One Day/Month	Grab
Specific Conductivity (µmho/cm)	One Day/Month	Grab
Fecal Coliform Bacteria (# col/100mL)	One Day/Quarter	Grab

b. Monitoring wells shall be identified in all reports submitted to EPD as upgradient, midfield, and down-gradient, as referenced below. The down-gradient groundwater monitoring wells shall be considered the compliance wells. The monitoring wells are identified as follows:

Well	Location	Well	Location
D01	Downgradient	U04	Upgradient
D02	Downgradient	U05 ⁽¹⁾	Upgradient
D04	Downgradient	M01	Midgradient
D05	Downgradient	M02	Midgradient
D06 (1)	Downgradient	M03	Midgradient
D07 (1)	Downgradient	M04	Midgradient
U02	Upgradient	M05 ⁽¹⁾	Midgradient
U03	Upgradient		

⁽¹⁾ Monitoring requirements for groundwater wells no. D06, D07, U05, and M05 shall become effective on the date EPD provides written authorization for the Newton County WSA (LAS Permit No. GAJ020013) to operate under B.2 effluent limitations.

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c. As per Part I.B.2 and Part II.A.8-9 of this permit, upon written notification to EPD, additional up-gradient, mid-gradient and down-gradient monitoring wells may be added in accordance with EPD's Manual for Groundwater Monitoring, September 1991, as amended, the Environmental Protection Agency Guidance Design and Installation of Monitoring Wells, or other approved guidance without EPD approval and without modification to this permit. The additional wells are subject to the sampling parameters and sampling frequency(s) in Part I.B.3 of this permit, Groundwater Monitoring Requirements. The sampling analysis of additional wells shall be reported in accordance with Part I.A.3 of this permit.

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B.4. SOIL MONITORING REQUIREMENTS

- a. A Soil Fertility Test(s) shall be performed annually in the fourth (4th) calendar quarter in accordance with the latest edition of Methods of Soil Analysis (published by the American Society of Agronomy, Madison, Wisconsin) or other methods approved by EPD. Representative soil samples shall be collected from the land treatment system using the Mehlich-1 extraction procedure. Results of the Soil Fertility Test(s) shall be utilized by the permittee in the continuing operation and maintenance of the land treatment system. The sampling analysis shall be reported in accordance with Part I.A.3 of this permit.
- b. If the Soil Fertility Test(s) indicates a change in the pH value of one standard unit from the previous year's pH value, the permittee shall immediately perform a Cation Exchange Capacity and Percent Base Saturation analysis for the land treatment system. The monitoring results of the Cation Exchange Capacity and Percent Base Saturation analysis shall be submitted to EPD in accordance with Part I.A.3 of this permit.
- c. Where there are categorical and/or significant industrial discharges to the sewer system, the permittee may be required, upon written notification by the Division, to sample for additional parameters. These parameters may include heavy metals and organic compounds.

B.5. SURFACE WATER MONITORING

Surface water(s)¹ adjacent to or traversing the land treatment system shall be monitored. Unless otherwise stated and or approved by EPD, surface water samples will be collected at a maximum of 100 feet upstream and a maximum 100 feet downstream of the land treatment system. The surface water shall be monitored for the parameters and at the frequency listed below:

Parameter (units)	Measurement Frequency	Sample Type
Nitrate, as N (mg/L)	One Day/Quarter	Grab
Five-Day Biochemical Oxygen Demand (mg/L)	One Day/Quarter	Grab
Specific Conductivity (µmho/cm)	One Day/Quarter	Grab
pH (standard unit)	One Day/Quarter	Grab
Total Kjeldahl Nitrogen (mg/L)	One Day/Quarter	Grab
Temperature (°C)	One Day/Quarter	Grab
Dissolved Oxygen (mg/L)	One Day/Quarter	Grab

Surface waters as identified in the Design Development Report and permit application are: **Dried Indian Creek and Yellow River.**

C. ADDITIONAL REQUIREMENTS

1. LAS OPERATIONS

The land treatment system will be operated and maintained in accordance with the design criteria as presented in the approved engineering reports, operation and maintenance manuals, the permit application and/or other written agreements between EPD and the permittee. This includes, but is not limited to, the following:

- a. A vegetative cover must be maintained at all times on the land treatment site and must be managed according to design criteria;
- b. All treatment units are to be maintained and operated for maximum efficiency;
- c. Hydraulic and nitrogen loading is to be maintained within design criteria;
- d. Unless otherwise approved, no wastewater shall be applied via spray or aboveground drip irrigation during rain or when the conditions are such that applied wastewater will not be absorbed into the soil; and
- e. If the hydraulic application rate(s) cannot satisfactorily be handled by the approved land treatment system, corrective actions shall immediately be taken by the permittee.
- f. The land treatment system may not result in a point source discharge to surface waters, as mandated in the Rules.

2. CHANGE IN WASTEWATER INFLUENT

The influent to the system is authorized as long as it is consistent with the design criteria specified in the approved Design Development Report and application. Any anticipated facility expansions, production increases, or process modifications which will result in new, different, or increased pollutants or flow to the system must be approved by EPD prior to implementation. Submittal of a new permit application and reissuance of the Land Application System permit, as well as upgrading of the system, may be required in the process of obtaining EPD approval.

PART II.

A. MANAGEMENT REQUIREMENTS

1. FACILITY OPERATION

The permittee shall at all times maintain in good working order and operate as efficiently as possible all treatment or control facilities (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. Proper operation of the land treatment system also includes the best management practice of establishing and maintaining a vegetative cover on the land treatment system.

2. NONCOMPLIANCE NOTIFICATION

If, for any reason the permittee does not comply with, or will be unable to comply with any limitations specified in the permit, the permittee shall provide EPD with an oral report within 24 hours from the time the permittee becomes aware of the circumstances followed by a written report within five (5) days of becoming aware of such condition. The written submission shall contain the following information:

- a. A description of the noncompliance and its cause;
- b. The period of noncompliance, including the exact date and times; or, if not corrected, the anticipated time the noncompliance is expected to continue; and
- c. The steps taken to reduce, eliminate, and prevent recurrence of the non-complying discharge.

3. ANTICIPATED NONCOMPLIANCE NOTIFICATION

The permittee shall give written notice to the EPD at least 10 days before:

- a. Any planned changes in the permitted facility; or
- b. Any activity which may result in noncompliance with the permit.

4. OTHER NONCOMPLIANCE

The permittee must report all instances of noncompliance not reported under other specific reporting requirements, at the time monitoring reports are submitted. The reports shall contain the information required in Part II.A.2, Noncompliance Notification, of this permit.

The permittee shall notify EPD immediately if mechanical failure, inclement weather or other factors cause a discharge of contaminated runoff from the fields or an overflow from a pond, or if any other problems occur which could cause an adverse effect on the environment.

5. OPERATOR CERTIFICATION REQUIREMENTS

The permittee shall ensure that the person in responsible charge of the daily operation of this land application system shall be a Class I Certified Operator in accordance with the Georgia Certification of Water and Wastewater Plant Operators and Laboratory Analysts Act, as amended, and specified by Subparagraph 391-3-6-.12 of the Rules and Regulations for Water Quality Control. Operators, other than the person in responsible charge, must obtain certification in Class III operator classification in accordance with the above Act.

6. LABORATORY ANALYST CERTIFICATION REQUIREMENTS

The permittee shall ensure that, when required, the person(s) performing the laboratory analyses for this land treatment system is a Certified Laboratory Analyst in accordance with the Georgia Certification of Water and Wastewater Treatment Plant Operators and Laboratory Analysts Act, as amended, and the Rules promulgated thereunder.

7. POWER FAILURES

If the primary source of power to this facility is reduced or lost, the permittee shall use an alternative source of power to reduce or control all discharges to maintain permit compliance.

8. ADVERSE IMPACT

The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge disposal which might adversely affect human health or the environment.

9. MONITORING WELL REQUIREMENTS

The permittee, upon written notification by the EPD, may be required to install groundwater monitoring wells at the existing land treatment system. This requirement may apply if monitoring wells were not included in the original design of the facility and also, if the EPD determines the existing groundwater monitoring wells are not adequate.

10. GROUNDWATER REQUIREMENTS

If any groundwater samples taken from the groundwater monitoring wells at the land treatment system are above the primary maximum contaminant levels for drinking water and/or indicate contamination, the permittee shall immediately develop a plan which will ensure that the primary maximum contaminant levels for drinking water are not exceeded. The plan will be implemented by the permittee upon EPD approval.

11. NO POINT SOURCE DISCHARGE(S) OF A POLLUTANT TO SURFACE WATERS OF THE STATE

The land treatment system must be operated and maintained to ensure there is no point source discharge(s) of pollutants to surface waters of the State.

12. NOTICE CONCERNING ENDANGERING WATERS OF THE STATE

a. Whenever, because of an accident or otherwise, any toxic or taste and color producing substance, or any other substance which would endanger downstream users of the waters of the State or would damage property, is discharged into such waters, or is so placed that it might flow, be washed, or fall into them, it shall be the duty of the person in charge of such substances at the time to forthwith notify EPD in person or by telephone of the location and nature of the danger, and it shall be such person's further duty to immediately take all reasonable and necessary steps to prevent injury to property and downstream users of said water.

b. Spills and Major Spills:

- 1. A "spill" is any discharge of raw sewage by a Publicly Owned Treatment Works (POTW) to the waters of the State.
- 2. A "major spill" means: The discharge of pollutants into waters of the State by a POTW that exceeds the weekly average permitted effluent limit for biochemical oxygen demand (5-day) or total suspended solids by 50 percent or greater in one day, provided that the effluent discharge concentration is equal to or greater than 25 mg/L for biochemical oxygen demand or total suspended solids and any discharge of raw sewage that 1) exceeds 10,000 gallons or 2) results in water quality violations in the waters of the State.
- 3. "Consistently exceeding effluent limitation" means a POTW exceeding the 30 day average limit for biochemical oxygen demand or total suspended solids for at least five days out of each seven day period during a total period of 180 consecutive days.
- c. The following specific requirements shall apply to POTW's. If a spill or major spill occurs, the owner of a POTW shall immediately:
 - 1. Notify EPD, in person or by telephone, when a spill or major spill occurs in the system.
 - 2. Report the incident to the local health department(s) for the area affected by the incident.

The report at a minimum shall include the following:

- a. Date of the spill or major spill;
- b. Location and cause of the spill or major spill;
- c. Estimated volume discharged and name of receiving waters; and
- d. Corrective action taken to mitigate or reduce the adverse effects of the spill or major spill.
- d. Post a notice as close as possible to where the spill or major spill occurred and where the spill entered State waters and also post additional notices along portions of the waterway affected by the incident (i.e. bridge crossings, boat ramps, recreational areas, and other points of public access to the affected waterway). The notice at a minimum shall include the same information required in (c)(a-b) above. These notices shall remain in place for a minimum of seven days after the spill or major spill has ceased.
- e. Within 24 hours of becoming aware of a spill or major spill, the owner of a POTW shall report the incident to the local media (television, radio, and print media). The report shall include the same information required in (c)(a-b) above.
- f. Within five (5) days (of the date of the spill or major spill), the owner of a POTW shall submit to EPD a written report which includes the same information required in (c)(a-b) above.
- g. Within 7 days (after the date of a major spill), the owner of a POTW responsible for the major spill, shall publish a notice in the largest legal organ of the County where the incident occurred. The notice shall include the same information required in (c)(a-b) above.
- h. The owner of a POTW shall immediately establish a monitoring program of the receiving waters affected by a major spill or by consistently exceeding an effluent limit, with such monitoring being at the expense of the POTW for at least one year. The monitoring program shall include an upstream sampling point as well as sufficient downstream locations to accurately characterize the impact of the major spill or the consistent exceedence of effluent limitations described in the definition of "Consistently exceeding effluent limitation" above. As a minimum, the following parameters shall be monitored in the receiving stream:
 - a. Dissolved Oxygen;
 - b. Fecal Coliform Bacteria;
 - c. pH;
 - d. Temperature; and
 - e. Other parameters required by the EPD.

The monitoring and reporting frequency as well as the need to monitor additional parameters, will be determined by EPD. The results of the

monitoring will be provided by the POTW owner to EPD and all downstream public agencies using the affected waters as a source of a public water supply.

i. Within 24 hours of becoming aware of a major spill, the owner of a POTW shall provide notice of a major spill to every county, municipality, or other public agency whose public water supply is within a distance of 20 miles downstream and to any others which could be potentially affected by the major spill.

B. RESPONSIBILITIES

1. COMPLIANCE

The permittee must comply with this permit. Any permit noncompliance is a violation of the State Act, and the Rules, and is grounds for:

- a. Enforcement action;
- b. Permit termination, revocation and reissuance, or modification; or
- c. Denial of a permit renewal application.

It shall not be a defense of the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity to maintain compliance with the conditions of this permit.

2. RIGHT OF ENTRY

The permittee shall allow the Director of EPD and/or their authorized representatives, agents, or employees, upon presentation of credentials:

- a. To enter upon the permittee's premises where a regulated activity or facility is located or conducted, in which any records are required to be kept under the terms and conditions of this permit; and
- b. At reasonable times, to have access to and copy any records required to be kept under the terms and conditions of this permit; to inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and to sample any substance or parameters at any location.

3. SUBMITTAL OF INFORMATION

The permittee shall furnish to the EPD Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish upon request copies of records required to be kept by this permit. When the permittee becomes aware

that it failed to submit any relevant facts in a permit application or submitted incorrect information in a permit application or any report to the Director, it shall promptly submit such facts and information.

4. TRANSFER OF OWNERSHIP OR CONTROL

A permit may be transferred to another person by a permittee if:

- a. The permittee notifies the Director in writing of the proposed transfer at least thirty (30) days in advance of the proposed transfer;
- b. A written agreement containing a specific date for transfer of permit responsibility and coverage between the current and new permittee (including acknowledgment that the existing permittee is liable for violations up to that date, and that the new permittee is liable for violations from that date on) is submitted to the Director at least thirty (30) days in advance of the proposed transfer; and
- c. The Director, within thirty (30) days, does not notify the current permittee and the new permittee of EPD's intent to modify, revoke and reissue, or terminate the permit and to require that a new application be filed rather than agreeing to the transfer of the permit.

5. PERMIT MODIFICATION

This permit may be modified, terminated, or revoked and reissued in whole or part during its term for cause including, but not limited to, the following:

- a. Violation of any condition of this permit;
- b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
- c. A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted activity.

The filing of a request by the permittee for a permit modification, termination, revocation and reissuance, or a notification of planned changes or anticipated noncompliance does not stay any permit conditions.

6. PENALTIES

The State Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit, makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine or by imprisonment, or by both. The State Act also provides procedures for imposing civil penalties which may be

levied for violations of the State Act, any permit condition or limitation established pursuant to the Act, or negligently or intentionally failing or refusing to comply with any final or emergency order of the Director of EPD.

7. CIVIL AND CRIMINAL LIABILITIES

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance.

8. EXPIRATION OF PERMIT

The permittee shall not operate the system after the expiration date of the permit. In order to receive authorization to operate beyond the expiration date, the permittee shall submit such information, forms, and fees as are required by the EPD no later than 180 days prior to the expiration date.

9. CONTESTED HEARINGS

Any person aggrieved or adversely affected by any action of the Director of the EPD shall petition the Director for a hearing within 30 days of notice of the action.

10. SEVERABILITY

The provisions of this permit are severable; and, if any provision of this permit, or the application of any provision of this permit to any circumstances is held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby.

C. SPECIAL CONDITIONS

1. DESIGN DEVELOPMENT REPORT

The permittee shall operate and maintain the system as described in the approved Design Development Report (April 1997).

2. WATERSHED PROTECTION PLAN

The permittee has developed a Watershed Protection Plan and the plan has been approved by EPD. The permittee's approved Watershed Protection Plan shall be enforceable through this permit.

The Watershed Protection Plan provides for the following:

a. The Watershed Protection Plan shall apply to all basins and sub basins that are served by the facility. The plan will utilize the information generated in the permittee's watershed assessment to establish a baseline of watershed conditions and to provide ongoing long-term monitoring according to the approved plan to either verify that the plan is effective or to modify the plan such that water quality standards will be achieved.

- b. The Watershed Protection Plan must include a schedule for correcting current water quality problems that are causing water quality standards violations. The permittee shall provide ongoing monitoring to verify that the actions taken to correct the water quality problems are effective.
- c. The permittee shall develop and put in place best management practices (BMPs) to prevent future water quality standards violations.
- d. The permittee shall provide ongoing monitoring to verify that the BMPs are working or to provide the information necessary to modify the BMPs to achieve water quality standards.

Annual Report

Each June 30th the permittee is to submit the following to EPD:

- a. An annual certification statement documenting that the plan is being implemented as approved. The certification statement shall read as follows: "I certify, under penalty of law, that the Watershed Protection Plan is being implemented. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
- b. All watershed plan data collected during the previous year in an electronic format. This data shall be archived using a digital format such as a spreadsheet developed in coordination with EPD. All archived records, data, and information pertaining to the Watershed Protection Plan shall be maintained permanently.
- c. A progress report that provides a summary of the BMPs that have been implemented and documented water quality improvements. The progress report shall also include any necessary changes to the Watershed Protection Plan

PART III.

A. INDUSTRIAL PRETREATMENT PROGRAM FOR PUBLICLY OWNED TREATMENT WORKS (POTW)

- 1. The permittee's approved pretreatment program shall be enforceable through this permit. The permittee shall also comply with the provisions of 40 CFR 403.
- 2. The permittee shall administer the approved pretreatment program by:
 - a. Maintaining records identifying the character and volume of pollutants contributed by industrial users to the POTW.
 - b. Enforcing and obtaining appropriate remedies for noncompliance by any industrial user with any applicable pretreatment standard or requirement defined by Section 307(b) and (c) of the Federal Act, 40 CFR Part 403.5 and 403.6 or any State or local requirement, whichever is more stringent.
 - c. Revising the adopted local limits based on technical analyses to ensure that the local limits continue to prevent:
 - 1. Interference with the operation of the POTW;
 - 2. Pass-through of pollutants in violation of this permit:
 - 3. Municipal sludge contamination; and
 - 4. Toxicity to life in the receiving stream.

Within 180 days of the effective date of this permit issuance or reissuance (excluding permit modifications), the permittee shall review the local limits of the program and submit to EPD a written technical evaluation of the need to revise the local limits.

- d. Ensuring that industrial wastewater discharges from industrial users are regulated through discharge permits or equivalent individual control mechanisms. Compliance schedules will be required of each industrial user for the installation of control technologies to meet applicable pretreatment standards and the requirements of the approved program.
- e. Inspecting, surveying, and monitoring to determine if the industrial user is in compliance with the applicable pretreatment standards.
- f. Equitably maintaining and adjusting revenue levels to ensure adequate and continued pretreatment program implementation.
- g. Preparing a list of industrial users which, during the reporting period January 1 to December 31, have been in significant noncompliance with the pretreatment requirements enumerated in 40 CFR Part 403.8 (f)(2)(viii). This list will be published annually in January in the newspaper with the largest circulation in the service area.

B. APPROVED PRETREATMENT PROGRAM ANNUAL REPORT

- 1. Within 30 days of the close of the reporting period January 1 through December 31, the permittee shall submit a report to the EPD that includes:
 - a. An updated list of POTW industrial users;
 - b. The results of POTW sampling and analyses required by the EPD;
 - c. A summary of POTW industrial user inspections;
 - d. A summary of POTW operations including information on upsets, interferences, pass through events, or violations of the permit related to industrial user discharges;
 - e. A summary of all activities to involve and inform the public of pretreatment requirements;
 - f. A summary of the annual pretreatment program budget;
 - g. A descriptive summary of any compliance activities initiated, ongoing, or completed against industrial users which shall include the number of administrative orders, show cause hearings, penalties, civil actions, and fines;
 - h. A list of contributing industries using the treatment works, divided into Standard Industrial Classification Code (SIC) categories, which have been issued permits or similar enforceable individual control mechanisms, and a status of compliance for each industrial user. The list should also identify the industries that are categorical or significant industrial users;
 - i. The name and address of each industrial user that has received a conditionally revised discharge limit;
 - j. A list of all industrial users who were in significant noncompliance with applicable pretreatment standards and requirements;
 - k. A list of all industrial users showing the date that each was notified that a categorical pretreatment standard had been promulgated by EPA for their industrial category and the status of each industrial user in achieving compliance within the 3 year period allowed by the Federal Act; and
 - l. A description of all substantial changes proposed for the program. All substantial changes must first be approved by the EPD before formal adoption by the POTW. Substantial changes shall include but not be limited to:
 - 1. Changes in legal authority;
 - 2. Changes in local limits;
 - Changes in the control mechanisms;
 - 4. Changes in the method for implementing categorical pretreatment standards;
 - 5. A decrease in the frequency of self-monitoring or reporting required of industrial users;
 - 6. A decrease in the frequency of industrial user inspections or sampling by the POTW;

- 7. Significant reductions in the program resources including personnel commitments, equipment, and funding levels;
- 8. Changes in confidentiality procedures; and
- 9. Changes in the POTW sludge disposal and management practices.
- 2. Reports submitted by an industrial user will be retained by the permittee for at least 3 years and shall be available to the EPD for inspection and copying. This period shall be extended during the course of any unresolved litigation concerning the discharge of pollutants by an industrial user or concerning the operations of the program or when requested by the Director.

C. INDUSTRIAL PRETREATMENT STANDARDS

Effluent limitations for the permittee's discharge are listed in Part I. Other pollutants attributable to industrial users may also be present in the discharge. When sufficient information becomes available, this permit may be revised to specify effluent limitations for these pollutants based on best practicable technology or water quality standards. Once the specific nature of industrial contributions has been identified, data collection and reporting may be required for parameters not specified in Part I.

D. REQUIREMENTS FOR EFFLUENT LIMITATIONS ON POLLUTANTS ATTRIBUTABLE TO INDUSTRIAL USERS

- 1. The permittee shall require all industrial dischargers to the POTW to meet State pretreatment regulations promulgated in response to Section 307(b) of the Federal Act. Other information about new industrial discharges may be required and will be requested from the permittee after the EPD has received notice of the discharge.
- 2. The permittee may be required to supplement the requirements of the State and Federal pretreatment regulations to ensure compliance with all applicable effluent limitations listed in Part I. Supplemental actions by the permittee concerning some or all of the industries discharging to the POTW may be necessary.

E. RETAINER

EPD may require the permittee to amend an approved pretreatment program to incorporate revisions in State Pretreatment Regulations or other EPD requirements. Any approved POTW pretreatment program identified by EPD that needs to modify its program to incorporate requirements that have resulted from revision to the Rules shall develop and submit those revisions to EPD no later than one (1) year of notification by EPD to modify the Program. Any modifications made to the approved pretreatment program must be incorporated into the permit and the program pursuant to Chapter 391-3-6-.09(7) of the State Rules. Implementation of any revision or amendments to the program shall be described in the subsequent annual report to the EPD.

PART IV.

APPROVED SLUDGE MANAGEMENT PLAN

- 1. The permittee's approved Sludge Management Plan shall be implemented in accordance with Chapter 391-3-6-.17 of the State Rules and EPD's, "Guidelines for Land Application of Sewage Sludge (Biosolids) at Agronomic Rates", unless a more stringent requirement is stated in this Permit, and shall be enforceable through this Permit.
- 2. The permittee will submit an annual report pertaining to the most recent calendar year, as required under Chapter 391-3-6-.17(14) of the State Rules. The annual report shall be submitted to EPD no later than January 31 of the following year.
- 3. The permittee will maintain records of the amount of sludge land applied to each site. The amount of sludge land applied during each calendar year will be reported in the annual report in units of dry tons per year.
- 4. The permittee will monitor in accordance with the following requirements:
 - a. The pH of the sludge and soil mixture from each field within each land application site will be measured once per year. The sample will be a separate, composite sample of each soil type present and will be representative of field conditions.
 - b. The sewage sludge shall be monitored for the following parameters at the frequencies specified in Part IV.A.5:

Parameter	Units*	
Total nitrogen	Percent	
Ammonia-nitrogen	Percent	
Nitrate-nitrogen	Percent	
Volatile solids	Percent	
Total solids	Percent	
рH	Standard units	
Arsenic	mg/kg	
Cadmium	mg/kg	
Copper	mg/kg	
Lead	mg/kg	
Mercury	mg/kg	
Molybdenum	mg/kg	
Nickel	mg/kg	
Selenium	mg/kg	
Zinc	mg/kg	

^{*}Units must be reported on a dry weight basis with the exception of pH.

c. The pathogen density requirements listed in Chapter 391-3-6-.17(7) of the State Rules shall be monitored at the frequency listed in Part IV.A.5.

- d. The vector attraction reduction requirements listed in Chapter 391-3-6-.17(8)(a) through (8)(h) of the State Rules shall be monitored at the frequency listed in Part IV.A.5.
- 5. Monitoring Frequency:

Amount of Sewage Sludge* (dry tons/year)	Frequency
0-300	Once/year
300-1,600	Once/quarter
1,600-16,000	Once/two months
>16,000	Once/month

- *The amount of sewage sludge refers to either the amount of bulk sewage sludge (dry weight) applied to the land or the amount of sewage sludge (dry weight) received by a preparer that sells or otherwise distributes sewage sludge in a bag or other container for application to the land.
- 6. In accordance with Chapter 391-3-6-.17(12) of the State Rules, sewage sludge samples shall be analyzed using EPA approved methods contained in 40 CFR Part 503.8.
- A proposed addition (or removal) of a new land application site(s) will be subject to EPD's review and approval process as outlined in the Guidelines for Land Application of Sewage Sludge (Biosolids). Upon written approval of the Director, addition or removal of a land application site(s) will be considered as amending the approved Sludge Management Plan and as an addendum to the permit.



FACT SHEET

City of Covington Water Reclamation Facility LAS Permit No. GAJ020055 (Newton County)

Technical Contact:

Kim Hembree, Environmental Specialist III Kim.Hembree@dnr.ga.gov 404-463-4937

Perm	4	ia	

First Issuance
Reissuance with no significant modifications
Reissuance with modifications
Modifications only

Applicant name and address: 1.

City of Covington P.O. Box 1527 Covington, Georgia 30015

2. Facility name and location:

Covington Water Reclamation Facility 10192 Covington Bypass SE Covington, Georgia 30014 **Newton County**

Covington Land Treatment System 11085 Flat Shoals Road Covington, Georgia 30016 **Newton County**

3. River basin:

Ocmulgee River Basin

4. Description of wastewater treatment facility:

Treatment consists of coarse screens, fine screens, grit collection system, aeration basin, secondary clarifiers (3), chlorine contact chamber, and effluent pumps.

The treated effluent is pumped to storage ponds, where it is combined with effluent from the Newton County Water and Sewer Authority (WSA) Pretreatment System (LAS Permit No. GAJ020013). The combined treated effluent is then land applied on a dedicated site shared with Newton County WSA.

Solids are aerobically digested, belt pressed, and land applied.

5. Pre-treatment plant effluent limitations:

5.1. BOD, TSS, and pH limitations:

BOD: 50 mg/L; TSS: 50 mg/L; pH: 6.0-9.0 SU

The proposed BOD, TSS and pH limits in the draft permit are in accordance with EPD guidelines for land application of wastewater. Composite sampling is required of BOD and TSS.

6. Storage pond monitoring:

6.1. Nitrogen loading:

Monthly monitoring for Nitrate and Total Kjeldahl Nitrogen for the storage pond effluent has been included in the draft permit to quantify nitrogen loading to the sprayfield and verify design assumptions. Samples shall be taken from Storage Pond 1 (72 MG).

7. Land treatment system:

7.1. Application rate and wetted area:

The land treatment system is shared with Newton County WSA (LAS Permit No. GAJ020013). The land treatment system design application rates are as follows:

Fields	Wetted Area (acres)	Application Rate (in/week)	Instantaneous Rate (in/hour)
1 - 8	619	2.25	0.19
9 - 12	401	1.79	0.15
13 - 14	209	1.81	0.15
15*	125	1.81	0.15

^{*}Application on Field 15 shall only become effective on the date that EPD provides written authorization for the Newton County WSA (LAS Permit No. GAJ020013) to operate under B.2 effluent limitations.

Site Capacity:

$$A_{ADF} = \frac{WLR\left(\frac{in}{wk}\right) \times 43,560\left(\frac{sf}{acre}\right) \times 7.48 \frac{gal}{cf} \times A_{Site}\left(acre\right)}{12 \frac{in}{ft} \times 7 \frac{days}{wk}} \text{gal/day}$$

At Spray fields 1 - 8 design application rate (2.25 in/week):

$$A_{ADF} = \frac{2.25 \times 43,560 \times 7.48 \times 619}{12 \times 7}$$

 $A_{ADF} = 5,402,357 \text{ gal/day}$

At Spray fields 9 - 12 design application rate (1.79 in/week):

$$A_{ADF} = \frac{1.79 \times 43,560 \times 7.48 \times 401}{12 \times 7}$$

$$A_{ADF} = 2,784,245 \text{ gal/day}$$

At Spray fields 13 - 14 design application rate (1.81 in/week):

$$A_{ADF} = \frac{1.81 \times 43,560 \times 7.48 \times 209}{12 \times 7}$$

$$A_{ADF} = 1,467,354 \text{ gal/day}$$

At Spray field 15 design application rate (1.81 in/week):

$$A_{ADF} = \frac{1.81 \times 43,560 \times 7.48 \times 125}{12 \times 7}$$

$$A_{ADF} = 877,604 \text{ gal/day}$$

Total Site Capacity = 10,531,560 gal/day

7.2. Groundwater monitoring requirements:

The intent of monitoring is to determine the influence of the land treatment system on the quality of the groundwater. Groundwater leaving the spray field boundaries must meet drinking water maximum contaminant levels (MCLs).

In accordance with EPD requirements for all municipal LAS facilities, groundwater will be monitored for the following parameters:

Parameter (units)

Depth to Groundwater (feet)

Nitrate, as N (mg/L)

pH (standard units)

Specific Conductivity (µmhos/cm)

Fecal Coliform Bacteria (# col/100mL)

The permittee submitted the results of one Priority Pollutant Scan in 2017. All parameters analyzed were reported as non-detect except zinc and molybdenum. There is no primary drinking water MCL for zinc, and the permittee's zinc result is well below the secondary drinking water MCL (5 mg/L). In addition, there is no drinking water MCL for molybdenum. Therefore, it has been determined that monitoring for additional parameters is not required at this time.

The land treatment system and groundwater monitoring wells are shared with Newton County WSA (LAS Permit No. GAJ020013). The monitoring wells are as follows:

Well	Location	Well	Location
D01	Downgradient	U04	Upgradient
D02	Downgradient	*U05	Upgradient
D04	Downgradient	M01	Midgradient
D05	Downgradient	M02	Midgradient
*D06	Downgradient	M03	Midgradient
*D07	Downgradient	M04	Midgradient
U02	Upgradient	*M05	Midgradient
U03	Upgradient		

^{*}Monitoring of groundwater wells no. D06, D07, U05, and M05 shall become effective on the date EPD provides written authorization for the Newton County WSA (LAS Permit No. GAJ020013) to operate under B.2 effluent limitations.

7.3. Soil monitoring requirements:

The intent of monitoring is to determine the influence of the treated wastewater on the soil chemistry/composition. It will also aid the permittee with operation and maintenance of the land treatment system.

In accordance with EPD requirements for all municipal LAS facilities, requirements to conduct soil fertility tests, as well as Cation Exchange Capacity and Percent Base Saturation analysis (depending on pH results), have been included in the draft permit.

Based on the application submitted, it has been determined that monitoring for additional parameters is not required at this time.

7.4. Surface water monitoring requirements:

The intent of monitoring is to determine if the facility has an impact on perennial surface water adjacent to or traversing the sprayfields by comparing results from upstream and downstream samples.

Surface waters identified by the permittee as adjacent to, or traversing, the land treatment system are as follows: Dried Indian Creek and Yellow River.

8. Other permitting considerations:

8.1. Service Delivery Strategy:

The permittee is in compliance with the DCA-approved service delivery strategy for Newton County.

8.2. Watershed Protection Plan (WPP):

The permittee has an approved WPP, therefore language for an approved WPP has been included in the draft permit.

8.3. Sludge Management Plan (SMP):

The permittee land applies Biosolids and has an approved SMP, therefore language for an approved SMP has been included in the draft permit.

8.4. Industrial Pretreatment Program (IPP):

The permittee has an approved IPP, therefore language for an approved IPP has been included in the draft permit.

8.5. Operator Certification:

Class I

9. Reporting

The facility has been assigned to the following EPD office for reporting, compliance and enforcement:

Georgia Environmental Protection Division Watershed Compliance Program 2 Martin Luther King Jr. Drive Suite 1152 East Atlanta, Georgia 30334

10. Procedures for the formulation of final determinations

10.1 Comment Period

The Georgia Environmental Protection Division (EPD) proposes to issue a permit to this applicant subject to the effluent limitations and special conditions outlined above. These determinations are tentative.

The permit application, draft permit, and other information are available for review at 2 Martin Luther King Jr. Drive, Suite 1152 East, Atlanta, Georgia 30334, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. For additional information, you can contact 404-463-1511.

10.2 Public Comments

Persons wishing to comment upon or object to the proposed determinations are invited to submit same in writing to the EPD address above, or via e-mail at EPDcomments@dnr.ga.gov within 30 days of the initiation of the public comment period. All comments received prior to that date will be considered in the formulation of final determinations regarding the application. The permit number should be placed on the top of the first page of comments to ensure that your comments will be forwarded to the appropriate staff.

10.3 Public Hearing

Any applicant, affected state or interstate agency, the Regional Administrator of the U.S. Environmental Protection Agency (EPA) or any other interested agency, person or group of persons may request a public hearing with respect to an LAS permit application if such request is filed within thirty (30) days following the date of the public notice for such application. Such request must indicate the interest of the party filing the request, the reasons why a hearing is requested, and those specific portions of the application or other LAS form or information to be considered at the public hearing.

The Director shall hold a hearing if he determines that there is sufficient public interest in holding such a hearing. If a public hearing is held, notice of same shall be provided at least thirty (30) days in advance of the hearing date.

In the event that a public hearing is held, both oral and written comments will be accepted; however, for the accuracy of the record, written comments are encouraged. The Director or a designee reserves the right to fix reasonable limits on the time allowed for oral statements and such other procedural requirements, as deemed appropriate.

Following a public hearing, the Director, unless it is decided to deny the permit, may make such modifications in the terms and conditions of the proposed permit as may be appropriate and shall issue the permit.

If no public hearing is held, and, after review of the written comments received, the Director determines that a permit should be issued and that the determinations as set forth in the proposed permit are substantially unchanged, the permit will be issued and will become final in the absence of a request for a contested hearing. Notice of issuance or denial will be made available to all interested persons and those persons that submitted written comments to the Director on the proposed permit.

If no public hearing is held, but the Director determines, after a review of the written comments received, that a permit should be issued but that substantial changes in the proposed permit are warranted, public notice of the revised determinations will be given and written comments accepted in the same manner as the initial notice of application was given and written comments accepted pursuant to EPD Rules, Water Quality Control, subparagraph 391-3-6-.11(6). The Director shall provide an opportunity for public hearing on the revised determinations. Such opportunity for public hearing and the issuance or denial of a permit thereafter shall be in accordance with the procedures as are set forth above.

10.4 Final Determination

At the time that any final permit decision is made, the Director shall issue a response to comments. The issued permit and responses to comments can be found at the following address:

http://epd.georgia.gov/watershed-protection-branch-permit-and-public-comments-clearinghouse-0

10.5 Contested Hearings

Any person who is aggrieved or adversely affected by the issuance or denial of a permit by the Director of EPD may petition the Director for a hearing if such petition is filed in the office of the Director within thirty (30) days from the date of notice of such permit issuance or denial. Such hearing shall be held in accordance with the EPD Rules, Water Quality Control, subparagraph 391-3-6-.01.

Petitions for a contested hearing must include the following:

- 1. The name and address of the petitioner;
- 2. The grounds under which petitioner alleges to be aggrieved or adversely affected by the issuance or denial of a permit;
- 3. The reason or reasons why petitioner takes issue with the action of the Director;
- 4. All other matters asserted by petitioner which are relevant to the action in question.



ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

EPD Director's Office

2 Martin Luther King, Jr. Drive Suite 1456, East Tower Atlanta, Georgia 30334 404-656-4713

FEB 1 6 2018

Mr. Mike Hopkins, Executive Director Newton County Water & Sewerage Authority (WSA) 11325 Brown Bridge Road Covington, Georgia 30016

RE: Yellow River Water Pollution Control Plant

LAS Permit No. GAJ020013

Newton County

Dear Mr. Hopkins:

Pursuant to the Georgia Water Quality Control Act, as amended, and the Rules and Regulations promulgated thereunder, we have today issued the attached LAS permit for the referenced wastewater treatment facility.

Your facility has been assigned to the following EPD office for reporting and compliance:

Georgia Environmental Protection Division Watershed Compliance Program 2 MLK Jr. Drive, Suite 1152 East Atlanta, GA 30334

Please be advised that on and after the effective date indicated in the attached LAS permit, the permittee must comply with all the terms, conditions and limitations of this permit. If you have questions, please contact Kim Hembree at 404-463-4937 or *Kim.Hembree@dnr.ga.gov*.

Sincerely,

Richard E. Dunn

Director

RD/kbh

Attachment: Permit and Fact Sheet Addendum

cc: Marzieh Shahbazaz, EPD Watershed Protection Branch (Marzieh.Shahbazaz@dnr.ga.gov)

Alys Hannum, EPD Watershed Protection Branch (alys.hannum@dnr.ga.gov)

Kevin Miller, Newton County WSA (km@ncwsa.us)



ENVIRONMENTAL PROTECTION DIVISION

Mr. Mike Hopkins, Director Newton County Water & Sewerage Authority 11325 Brown Bridge Road Covington, Georgia 30016

Richard E. Dunn, Director

Watershed Protection Branch 2 Martin Luther King, Jr. Drive Suite 1152, East Tower Atlanta, Georgia 30334 404-463-1511

MAY 292019

RE: Authorization to Operate

Yellow River Water Reclamation Facility

LAS Permit No. GAJ020013

EPD #2017-068

Newton County, Ocmulgee River Basin

Dear Director Hopkins:

The Environmental Protection Division (EPD) has received your request that the Newton County Water and Sewerage Authority (Authority) be authorized to operate the Yellow River Water Reclamation Facility at the expanded flow of 4.0 MGD.

On May 16, 2019, an inspection was conducted to verify construction completion and that the facility was ready to begin operation. No deficiencies were found during the inspection. The Authority has certified that the project was constructed in accordance with the approved plans and specifications.

EPD hereby authorizes the Authority to begin operation of the Yellow River Water Reclamation Facility in accordance with the B.2 effluent limitations of the permit (4.0 MGD monthly average flow). You will be expected to meet all the conditions, monitoring requirements, and limitations of the permit.

If you should have any questions, please contact Josh Hayes at (404) 463-1834 or josh.hayes@dnr.ga.gov.

Sincerely,

Audra Dickson, Manager

Wastewater Regulatory Program

AD/ibh

cc:

Ms. Marzieh Shahbazaz, EPD Watershed Compliance Program (Marzieh Shahbazaz@dnr.ga.gov)

Ms. Melanie Head, Barge Design Solution, Inc. (Melanie Head@bargedesign.com)

Mr. David Croom, City of Covington (dcroom@cityofcovington.org)

PERMIT No. GAJ020013
Issuance Date: FEB 1 6 2018



LAND APPLICATION SYSTEM PERMIT

In compliance with the provisions of the Georgia Water Quality Control Act (Georgia Laws 1964, p. 416, as amended), and the Rules and Regulations promulgated pursuant thereto, this permit is issued to the following:

Newton County Water and Sewerage Authority (NCWSA) 11325 Brown Bridge Road Covington, Georgia 30016 (Newton County)

is authorized to operate the pretreatment system located at:

Yellow River Water Pollution Control Plant 90 River Front Road Covington, Georgia 30014 (Newton County)

Ocmulgee River Basin

in accordance with effluent limitations, monitoring requirements and other conditions set forth in the permit.

This permit is issued in reliance upon the permit application signed on May 31, 2017, any other applications upon which this permit is based, supporting data entered therein or attached thereto, and any subsequent submittal of supporting data.

This permit shall become effective on March 1, 2018.

This permit and the authorization to discharge shall expire at midnight on February 28, 2023.

OF GEORGE

Director

Environmental Protection Division

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PART I.

A. CONDITIONS

1. **DEFINITIONS**

- a. "Composite Sample" means a combination of at least 5 discrete sample aliquots of at least 100 milliliters, collected over periodic intervals from the same location, during the operating hours of a facility for a period of at least 8 hours. The composite must be flow proportional.
- b. "Daily Discharge" means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the day.
- c. For the purposes of this permit "Discharge of a Pollutant" means any addition of any "pollutant" or combination of pollutants to "waters of the State" from any "point source." This definition includes additions of pollutants into waters of the State from: surface runoff which is collected or channeled by man; discharges through pipes, sewers, or other conveyances owned by a State, municipality, or other person which do not lead to a treatment works; and discharges through pipes, sewers, or other conveyances, leading into privately owned treatment works. This term does not include an addition of pollutants by any "indirect discharger."
- **d.** "DMR" means Discharge Monitoring Report.
- e. "Drip Irrigation Field" means the wetted application area or irrigation of the land treatment system or land disposal system where treated wastes, treated effluent from industrial processes, agricultural or domestic wastewater, domestic sewage sludge, industrial sludge or other sources is applied to the land using drip emitters, excluding the buffer zone.
- **f. "EPD"** means the Environmental Protection Division of the Department of Natural Resources.
- **g.** "Effluent" means wastewater that is discharged (treated or partially treated).
- **h.** "Geometric Mean" means the *n*th root of the product of *n* numbers.
- i. "Grab Sample" means an individual sample collected over a period of time not exceeding 15 minutes.

- **i.** "Hydraulic Loading Rate" means the rate at which wastes or wastewaters are discharged to a land disposal or land treatment system, expressed in volume per unit area per unit time or depth of water per unit of time.
- **k.** "Indirect Discharger" means a nondomestic discharger introducing "pollutants" to a "publicly owned treatment works."
- l. "Industrial Wastes" means any liquid, solid, or gaseous substance, or combination thereof, resulting from a process of industry, manufacture, or business or from the development of any natural resources.
- **m.** "Influent" means wastewater, treated or untreated, that flows into a treatment plant.
- **"Instantaneous"** means a single reading, observation, or measurement.
- which the pollutants are applied to the surface or beneath the surface of a parcel of land and which results in the pollutants percolating, infiltrating, or being absorbed into the soil and then into the waters of the State. Land disposal systems exclude landfills and sanitary landfills but include ponds, basins, or lagoons used for disposal of wastes or wastewaters, where evaporation and/or percolation of the wastes or wastewaters are used or intended to be used to prevent point discharge of pollutants into waters of the State. Septic tanks or sewage treatment systems, as defined in Chapter 511-3-1-.02 (formally in Chapter 270-5-25-.01) and as approved by appropriate County Boards of Public Health, are not considered land disposal systems for purposes of Chapter 391-3-6-.11.
- **p.** "Land Treatment System" means any land disposal system in which vegetation on the site is used for additional treatment of wastewater to remove some of the pollutants applied.
- **q.** "MGD" means million gallons per day.
- **r.** "Monthly Average" means the arithmetic or geometric mean of values for samples collected during each calendar month.
- s. "Monthly Average Limit" means the highest allowable average of daily discharges over a calendar month, unless otherwise stated, calculated as an arithmetic mean of the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during the same calendar month.
- t. "OMR" means Operating Monitoring Report.

- "Point Source" means any discernible, confined, or discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.
- v. "Pollutant" means dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, industrial wastes, municipal waste, and agricultural waste discharged into the waters of the state.
- w. "Quarter" means the first three calendar months beginning with January and each group of three calendar months thereafter (also known as calendar quarters).
- ****. "Quarterly Average"** means the arithmetic mean of values obtained for samples collected during a calendar quarter.
- y. "Rule(s)" means the Georgia Rules and Regulations for Water Quality Control.
- **z.** "Sewage" means the water carried waste products or discharges from human beings or from the rendering of animal products, or chemicals or other wastes from residences, public or private buildings, or industrial establishments, together with such ground, surface, or storm water as may be present.
- aa. "Sewage Sludge" means solid, semi-solid, or liquid residue generated during the treatment of domestic sewage or a combination of domestic sewage and industrial wastewater in a treatment works. Sewage sludge includes, but is not limited to scum or solids removed in primary, secondary, or advanced wastewater treatment processes. Sewage sludge does not include ash generated during the firing of sewage sludge incinerator, grit and screenings generated during preliminary treatment of domestic sewage in a treatment works, treated effluent, or materials excluded from definition of "sewage sludge" by O.C.G.A. § 12-5-30-3(a)(1).
- bb. "Sewage System" means sewage treatment works, pipelines or conduits, pumping stations, and force mains, and all other constructions, devices, and appliances appurtenant thereto, used for conducting sewage or industrial wastes or other wastes to the point of ultimate disposal.

- **cc. "Sludge"** means any solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility exclusive of the effluent from a wastewater treatment plant.
- dd. "Spray Field" means the wetted area of the land treatment system or land disposal system where treated wastes, treated effluent from industrial processes, agricultural or domestic wastewater, domestic sewage sludge, industrial sludge or other sources is applied to the land via spray, excluding the buffer zone.
- **ee. "State Act"** means the Georgia Water Quality Control Act, as amended (Official Code of Georgia Annotated; Title 12, Chapter 5, Article 2).
- ff. "Treatment Requirement" means any restriction or prohibition established under the (State) Act on quantities, rates, or concentrations, or a combination thereof, of chemical, physical, biological, or other constituents which are discharged into a land disposal or land treatment system and then into the waters of the State, including but not limited to schedules of compliance.
- **gg.** "Treatment System" means the wastewater treatment facility which reduces high strength organic waste to low levels prior to the application to the spray field.
- hh. "Water" or "Waters of the State" means any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and all other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of the State which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation.
- ii. "Weekly Average Limit" means the highest allowable average of daily discharges over a consecutive calendar week, calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week. The calendar week begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m. A week that starts in a month and ends in another month shall be considered part of the second month.

2. MONITORING

a. REPRESENTATIVE SAMPLING

Samples and measurements taken for the purpose of monitoring shall be representative of the volume and nature of the monitored waste stream. The permittee shall maintain an updated written sampling plan and monitoring schedule.

b. MONITORING AND ANALYZING PROCEDURES

- 1. All analytical methods, sample containers, sample preservation techniques, and sample holding times must be consistent with the techniques and methods listed in 40 CFR Part 136, as amended. The analytical method used shall be sufficiently sensitive. Parameters must be analyzed to the detection limits. The parameters will be reported as "not detected" or "ND" when they are below the detection limit and will then be considered in compliance with the effluent limit. The detection limit will also be reported on the DMR or OMR in accordance with Part I.A.3 of this permit.
- 2. In accordance with 40 CFR Part 136, as amended and as applicable, all analyses shall be made in accordance with the latest edition of Standard Methods for the Examination of Water and Wastes, Methods for Chemical Analysis of Water and Wastes, or other approved methods.

c. ADDITIONAL MONITORING BY PERMITTEE

If the permittee monitors required parameters at the locations designated in Part I.B of this permit more frequently than required, the permittee shall analyze all samples using approved analytical methods. The results of this additional monitoring shall be included in calculating and reporting the values on the DMR and OMR. The permittee shall indicate the monitoring frequency on the report. EPD may require in writing more frequent monitoring, or monitoring of other pollutants not specified in this permit.

d. FLOW MONITORING

- 1. Measurements shall be conducted using the flow measuring device(s) in accordance with the approved design of the facility. If secondary flow measurement device(s) are installed, calibration shall be maintained to ± 10% of the actual flow. Flow shall be measured manually to check the flow meter calibration at a frequency of once a month. If secondary flow instruments are in use and malfunction or fail to maintain calibration as required, the flow shall be computed from manual measurements or by other method(s) approved by EPD until such time as the secondary flow instrument is repaired.
- 2. For facilities which utilize approved alternate technologies for measuring flow, the flow measurement device must be calibrated semi-annually by qualified personnel.
- 3. Records of the calibration checks shall be maintained on site in accordance with the requirements of Part. I.A.2.f. of the permit.

e. RECORDING OF RESULTS

For each measurement of sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- 1. The exact place, date, and time of sampling, and the person(s) collecting the samples;
- 2. The dates and times the analyses were performed;
- 3. The person(s) who performed the analyses;
- 4. The analytical procedures or methods used; and
- 5. The results of all required analyses.

f. RECORDS RETENTION

- 1. The permittee shall retain records of:
 - a. All laboratory analyses performed including sample data, quality control data, and standard curves;
 - b. Calibration and maintenance records of laboratory instruments;
 - c. Calibration and maintenance records and recordings from continuous recording instruments;
 - d. Process control monitoring records;
 - e. Facility operation and maintenance records;
 - f. Copies of all reports required by this permit;
 - g. All data and information used to complete the permit application; and
 - h. All monitoring data related to sludge use and disposal.
- 2. All records and information resulting from the monitoring activities and record keeping requirements required by this permit and the Rules shall be retained by the permittee for a minimum of three (3) years, whereas records pertaining to sludge shall be retained for five (5) years, or longer if requested by EPD.

3. REPORTING

- a. Monitoring results obtained during the calendar month shall be summarized for each month and reported on the DMR. The results of each sampling event shall be reported on an OMR and submitted as an attachment to the DMR. The DMR and OMR and any other required forms, reports and/or information shall be completed, signed and certified by a principal executive officer or ranking elected official, or by a duly authorized representative of that person who has the authority to act for or on behalf of that person, and submitted to EPD, postmarked no later than the 15th day of the month following the reporting period. Signed copies of these and all other reports required herein, unless otherwise stated, shall be submitted to the EPD Office listed on the permit cover letter signed by the Director of EPD.
- b. Unless otherwise specified in this permit, quarterly samples shall be taken during the periods January-March, April-June, July-September, and October-December. Semiannual samples shall be taken during the periods January-June and July-December. Results from these samples shall be reported to the EPD on the monitoring report for the last month of the period. Unless otherwise stated, annual samples shall be taken during the month of June and submitted in June.

4. SEWAGE SLUDGE AND SLUDGE DISPOSAL AND MONITORING

a. Sewage sludge, sludge and industrial wastes (herein referred to as "sludge" in Part I.A.4 of this permit) shall be disposed of according to the regulations and guidelines established by the EPD and the Federal Clean Water Act section 405(d) and (e), and the Resource Conservation and Recovery Act (RCRA). In land applying nonhazardous sludge, the permittee shall comply with the general criteria outlined in the most current version of EPD's "Guidelines for Land Application of Sewage Sludge (Biosolids) At Agronomic Rates" and with the State Rules, Chapter 391-3-6-.17.

Before disposing of sludge by land application or any method other than co-disposal in a permitted sanitary landfill, the permittee shall submit a Sludge Management Plan (SMP) to EPD for written approval. This plan will become a part of the Land Treatment System Permit upon issuance and/ or modification of the permit. The permittee shall notify EPD, and if applicable obtain written approval, of any changes to an approved Sludge Management Plan.

If an applicable management practice or numerical limitation for pollutants in sludge is promulgated under Section 405(d) of the Clean Water Act after approval of the SMP, then the SMP shall be modified to conform with the new regulations.

- b. The permittee shall develop and implement procedures to ensure adequate year-round sludge disposal. The permittee shall monitor and maintain records documenting the quantity of sludge generated and removed from the facility.
- c. The total quantity of sludge removed from the facility shall be reported on the DMR in accordance with Part I.A.3 of this permit. The total quantity shall be reported on a dry weight basis as total pounds per month.
- d. Pond treatment systems are required to report the total quantity of sludge removed from the facility only during the months that sludge is removed.

B.1.a TREATMENT REQUIREMENTS, LIMITATIONS AND MONITORING

Discharge from Mechanical Plant:

The discharge from the treatment plant to the storage pond shall be limited and monitored by the permittee as specified below starting on the effective date of the permit and continuing until EPD provides written approval of construction completion and authorization to operate under the B.2. effluent limitations (4.0 MGD):

	Discharge Limitations	Monitori	ng Requireme	nts
Parameter (units)	Monthly (weekly) average, mg/L unless otherwise stated	Measurement Frequency	Sample Type	Sample Location (1)
Flow (MGD)	3.2 (4.0)	Seven Days/Week	Continuous	Effluent
Five-Day Biochemical Oxygen Demand (mg/L)	50	One Day/Week	Composite	Influent & Effluent
Total Suspended Solids (mg/L)	50	One Day/Week	Composite	Influent & Effluent
pH (standard units), minimum & maximum	6.0 – 9.0	One Day/Week	Grab	Effluent

⁽¹⁾ Influent shall refer to the influent to the treatment facility and effluent shall refer to the discharge from the treatment facility to the storage pond.

B.1.b STORAGE POND LIMITATIONS AND MONITORING REQUIREMENTS

The discharge from the storage pond to the sprayfields shall be limited and monitored by the permittee as specified below starting on the effective date of the permit and continuing until EPD provides written approval of construction completion and authorization to operate under the B.2. effluent limitations (4.0 MGD):

	Discharge	Monitori	ng Requirem	ents
Parameter (units)	Limitation Monthly Average (unless otherwise stated)	Measurement Frequency	Sample Type	Sample Location ⁽¹⁾
Flow (MGD)	Report	Seven Days/Week	Continuous	Effluent
Nitrate-Nitrite, as N (mg/L) ⁽²⁾	Report	One Day/Month	Grab	Effluent
Total Kjeldahl Nitrogen, as N (mg/L) ⁽²⁾	Report	One Day/Month	Grab	Effluent
pH, (standard units), minimum & maximum	Report	One Day/Month	Grab	Effluent

Effluent shall refer to the discharge from the storage pond to the sprayfields. Samples shall be taken at Storage Pond 1 (72 MG).

(Effluent limitations are continued on the next page)

Nitrate-Nitrite and Total Kjeldahl Nitrogen must be analyzed or calculated from the same sample.

The wetted area and the design application rates of the land application system are as described below. The hydraulic wastewater loading to the sprayfields must not exceed the rate established and approved by the Division. Any request for a higher loading rate must be submitted to the Division for approval.

Fields	Wetted Area (acres)	Application Rate (in/week)	Instantaneous Rate (in/hour)
1 - 8	619	2.25	0.19
9 - 12	401	1.79	0.15
13 - 14	209	1.81	0.15

Sprayfields 1 - 14 are shared with the City of Covington (LAS Permit No. GAJ020055)

- a. The hydraulic loading rates for each spray field shall be monitored daily and submitted to EPD in accordance with Part I.A.3 of this permit.
- b. A daily log will be kept by the land treatment system operator of the volume (gal) of wastewater sprayed on each spray field for each day and shall be submitted to EPD in accordance with Part I.A.3 of this permit.
- c. A daily log will be kept by the land treatment system operator of the amount of rainfall received each day within 0.5 miles of the permitted land treatment system and shall be submitted to EPD in accordance with Part I.A.3 of this permit.
- d. A written summary of pertinent maintenance for the land treatment system such as planting, cutting vegetation, harvesting, resurfacing areas, etc. shall also be included in the report and submitted in accordance with Part I.A.3 of this permit.

B.2.a TREATMENT REQUIREMENTS, LIMITATIONS AND MONITORING

Discharge from Mechanical Plant:

The discharge from the treatment plant to the storage pond shall be limited and monitored by the permittee as specified below effective the date EPD provides written approval of completion of construction and authorization to operate under the B.2 effluent limitations (4.0 MGD):

	Discharge Limitations	Monitori	ng Requireme	nts
Parameter (units)	Monthly (weekly) average, mg/L unless otherwise stated	Measurement Frequency	Sample Type	Sample Location ⁽¹⁾
Flow (MGD)	4.0 (5.0)	Seven Days/Week	Continuous	Effluent
Five-Day Biochemical Oxygen Demand (mg/L)	50	One Day/Week	Composite	Influent & Effluent
Total Suspended Solids (mg/L)	50	One Day/Week	Composite	Influent & Effluent
pH (standard units), minimum & maximum	6.0 – 9.0	One Day/Week	Grab	Effluent

⁽¹⁾ Influent shall refer to the influent to the treatment facility and effluent shall refer to the discharge from the treatment facility to the storage pond.

B.2.b STORAGE POND LIMITATIONS AND MONITORING REQUIREMENTS

The discharge from the treatment plant to the storage pond shall be limited and monitored by the permittee as specified below effective the date EPD provides written approval of completion of construction and authorization to operate under the B.2 effluent limitations (4.0 MGD):

	Discharge	Monitorii	ng Requireme	ents
Parameter (units)	Limitation Monthly Average (unless otherwise stated)	Measurement Frequency	Sample Type	Sample Location ⁽¹⁾
Flow (MGD)	Report	Seven Days/Week	Continuous	Effluent
Nitrate-Nitrite, as N (mg/L) ⁽²⁾	Report	One Day/Month	Grab	Effluent
Total Kjeldahl Nitrogen, as N (mg/L) ⁽²⁾	Report	One Day/Month	Grab	Effluent
pH, (standard units), minimum & maximum	Report	One Day/Month	Grab	Effluent

⁽¹⁾ Effluent shall refer to the discharge from the storage pond to the sprayfields. Samples shall be taken at Storage Pond 1 (72 MG).

(Effluent limitations are continued on the next page)

⁽²⁾ Nitrate-Nitrite and Total Kjeldahl Nitrogen must be analyzed or calculated from the same sample.

The wetted area and the design application rates of the land application system are as described below. The hydraulic wastewater loading to the sprayfields must not exceed the rate established and approved by the Division. Any request for a higher loading rate must be submitted to the Division for approval.

Fields	Wetted Area (acres)	Application Rate (in/week)	Instantaneous Rate (in/hour)
1 - 8	619	2.25	0.19
9 - 12	401	1.79	0.15
13 - 14	209	1.81	0.15
15	125	1.8	0.15

Sprayfields 1 - 15 are shared with the City of Covington (LAS Permit No. GAJ020055)

- a. The hydraulic loading rates for each spray field shall be monitored daily and submitted to EPD in accordance with Part I.A.3 of this permit.
- b. A daily log will be kept by the land treatment system operator of the volume (gal) of wastewater sprayed on each spray field for each day and shall be submitted to EPD in accordance with Part I.A.3 of this permit.
- c. A daily log will be kept by the land treatment system operator of the amount of rainfall received each day within 0.5 miles of the permitted land treatment system and shall be submitted to EPD in accordance with Part I.A.3 of this permit.
- d. A written summary of pertinent maintenance for the land treatment system such as planting, cutting vegetation, harvesting, resurfacing areas, etc. shall also be included in the report and submitted in accordance with Part I.A.3 of this permit.

B.3. GROUNDWATER MONITORING REQUIREMENTS

Groundwater leaving the land treatment system boundaries (as defined in this permit as the spray field) must not exceed the primary maximum contaminant levels for drinking water. The maximum contaminant level for nitrate nitrogen is 10.0 mg/L, as amended in the Safe Drinking Water Rules and Regulations. Samples of the groundwater shall be monitored from each groundwater monitoring well(s) by the permittee for the parameters and at the frequency listed below:

Parameter (units)	Measurement Frequency	Sample Type
Depth to Groundwater (feet)	One Day/Month	Grab
Nitrate-Nitrogen, (mg/L)	One Day/Month	Grab
pH (standard units)	One Day/Month	Grab
Specific Conductivity (µmhos/cm)	One Day/Month	Grab
Fecal Coliform Bacteria (# col/100mL)	One Day/Quarter	Grab

a. Monitoring wells shall be identified in all reports submitted to EPD as up-gradient, mid-gradient, and down-gradient, as referenced below. The down-gradient groundwater monitoring wells shall be considered the compliance wells. The monitoring wells are identified as follows:

Effluent Limitations – B.1 (3.2 MGD):

Well	Location	Well	Location
D01	Downgradient	U 04	Upgradient
D02	Downgradient	M01	Midgradient
D04	Downgradient	M02	Midgradient
D05	Downgradient	M03	Midgradient
U02	Upgradient	M04	Midgradient
U03	Upgradient		

Effluent Limitations – B.2 (4.0 MGD):

Well	Location	Well	Location
D01	Downgradient	U04	Upgradient
D02	Downgradient	15-U01	Upgradient
D04	Downgradient	M01	Midgradient
D05	Downgradient	M02	Midgradient
15-D01	Downgradient	M03	Midgradient
15-D02	Downgradient	M04	Midgradient
U02	Upgradient	15-M01	Midgradient
U03	Upgradient		

b. Upon written notification to EPD, additional up-gradient, mid-gradient and down-gradient monitoring wells may be added in accordance with EPD's Manual for Groundwater Monitoring, September 1991, as amended, the Environmental Protection Agency Guidance Design and Installation of Monitoring Wells, or other approved guidance without EPD approval and without modification to this permit. The additional wells are subject to the sampling parameters and sampling frequency(s) in Part I.B.3 of this permit, Groundwater Monitoring Requirements. The sampling analysis of additional wells shall be reported in accordance with Part I.A.3 of this permit.

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B.4. SOIL MONITORING REQUIREMENTS

- a. A Soil Fertility Test(s) shall be performed annually in the fourth (4th) calendar quarter in accordance with the latest edition of Methods of Soil Analysis (published by the American Society of Agronomy, Madison, Wisconsin) or other methods approved by EPD. Representative soil samples shall be collected from the land treatment system using the Mehlich-1 extraction procedure. Results of the Soil Fertility Test(s) shall be utilized by the permittee in the continuing operation and maintenance of the land treatment system. The sampling analysis shall be reported in accordance with Part I.A.3 of this permit.
- b. If the Soil Fertility Test(s) indicates a change in the pH value of one standard unit from the previous year's pH value, the permittee shall immediately perform a Cation Exchange Capacity and Percent Base Saturation analysis for the land treatment system. The monitoring results of the Cation Exchange Capacity and Percent Base Saturation analysis shall be submitted to EPD in accordance with Part I.A.3 of this permit.
- c. Where there are categorical and/or significant industrial discharges to the sewer system, the permittee may be required, upon written notification by the Division, to sample for additional parameters. These parameters may include heavy metals and organic compounds.

B.5. SURFACE WATER MONITORING

Surface water(s)¹ adjacent to or traversing the land treatment system shall be monitored. Unless otherwise stated and or approved by EPD, samples will be collected at a maximum of 100 feet upstream and a maximum 100 feet downstream of the land treatment system and the surface water shall be monitored for the parameters and at the frequency listed below:

Parameter (units)	Monitoring Requirement & Measurement Frequency		Sample Type
Nitrate-Nitrogen (mg/L)	Report	One Day/Quarter	Grab
Five-Day Biochemical Oxygen Demand (mg/L)	Report	One Day/Quarter	Grab
Specific Conductivity (µmhos/cm)	Report	One Day/Quarter	Grab
pH (standard units)	Report	One Day/Quarter	Grab
Total Kjeldahl Nitrogen (mg/L)	Report	One Day/Quarter	Grab
Temperature (°C)	Report	One Day/Quarter	Grab
Dissolved Oxygen (mg/L)	Report	One Day/Quarter	Grab

Surface waters as identified in the Design Development Report and permit application are: Dried Indian Creek and Yellow River

C. ADDITIONAL REQUIREMENTS

1. LAS OPERATIONS

The land treatment system will be operated and maintained in accordance with the design criteria as presented in the approved engineering reports, operation and maintenance manuals, the permit application and/or other written agreements between EPD and the permittee. This includes, but is not limited to, the following:

- a. A vegetative cover must be maintained at all times on the land treatment site and must be managed according to design criteria;
- b. All treatment units are to be maintained and operated for maximum efficiency;
- c. Hydraulic and nitrogen loading is to be maintained within design criteria;
- d. Unless otherwise approved, no wastewater shall be applied when conditions are such that the applied wastewater will not be absorbed into the soil. In addition, no wastewater shall be applied via spray or aboveground drip irrigation during rain or when the conditions are such that applied wastewater will not be absorbed into the soil; and
- e. If the hydraulic application rate(s) cannot satisfactorily be handled by the approved land treatment system, corrective actions shall immediately be taken by the permittee, which could include curtailing or ceasing operation.

2. CHANGE IN WASTEWATER INFLUENT

The influent to the system is authorized as long as it is consistent with the design criteria specified in the approved Design Development Report and application. Any anticipated facility expansions, production increases, or process modifications which will result in new, different, or increased pollutants or flow to the system must be approved by EPD prior to implementation. Submittal of a new permit application and reissuance of the Land Application System permit, as well as upgrading of the system, may be required in the process of obtaining EPD approval.

PART II.

A. MANAGEMENT REQUIREMENTS

1. FACILITY OPERATION

The permittee shall at all times maintain in good working order and operate as efficiently as possible all treatment or control facilities (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. Proper operation of the land treatment system also includes the best management practice of establishing and maintaining a vegetative cover on the land treatment system.

2. NONCOMPLIANCE NOTIFICATION

If, for any reason the permittee does not comply with, or will be unable to comply with any limitations specified in the permit, the permittee shall provide EPD with an oral report within 24 hours from the time the permittee becomes aware of the circumstances followed by a written report within five (5) days of becoming aware of such condition. The written submission shall contain the following information:

- a. A description of the noncompliance and its cause;
- b. The period of noncompliance, including the exact date and times; or, if not corrected, the anticipated time the noncompliance is expected to continue; and
- c. The steps taken to reduce, eliminate, and prevent recurrence of the non-complying discharge.

3. ANTICIPATED NONCOMPLIANCE NOTIFICATION

The permittee shall give written notice to the EPD at least 10 days before:

- a. Any planned changes in the permitted facility; or
- b. Any activity which may result in noncompliance with the permit.

4. OTHER NONCOMPLIANCE

The permittee must report all instances of noncompliance not reported under other specific reporting requirements, at the time monitoring reports are submitted. The

reports shall contain the information required in Part II.A.2, Noncompliance Notification, of this permit.

The permittee shall notify EPD immediately if mechanical failure, inclement weather or other factors cause a discharge of contaminated runoff from the fields or an overflow from a pond, or if any other problems occur which could cause an adverse effect on the environment.

5. OPERATOR CERTIFICATION REQUIREMENTS

The permittee shall ensure that the person in responsible charge of the daily operation of this land application system shall be a Class I Certified Operator in accordance with the Georgia Certification of Water and Wastewater Plant Operators and Laboratory Analysts Act, as amended, and specified by Subparagraph 391-3-6-.12 of the Rules and Regulations for Water Quality Control. Operators, other than the person in responsible charge, must obtain certification in Class III operator classification in accordance with the above Act.

6. LABORATORY ANALYST CERTIFICATION REQUIREMENTS

The permittee shall ensure that, when required, the person(s) performing the laboratory analyses for this land treatment system is a Certified Laboratory Analyst in accordance with the Georgia Certification of Water and Wastewater Treatment Plant Operators and Laboratory Analysts Act, as amended, and the Rules promulgated thereunder.

7. POWER FAILURES

If the primary source of power to this facility is reduced or lost, the permittee shall use an alternative source of power to reduce or control all discharges to maintain permit compliance.

8. ADVERSE IMPACT

The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge disposal which might adversely affect human health or the environment.

9. MONITORING WELL REQUIREMENTS

The permittee, upon written notification by the EPD, may be required to install groundwater monitoring wells at the existing land treatment system. This requirement may apply if monitoring wells were not included in the original design of the facility and also, if the EPD determines the existing groundwater monitoring wells are not adequate.

10. GROUNDWATER REQUIREMENTS

If groundwater samples are above the primary maximum contaminant levels for drinking water and/or indicate contamination, the permittee shall immediately develop a plan which will ensure that the primary maximum contaminant levels for drinking water are not exceeded. The plan will be implemented by the permittee upon EPD approval.

11. NO POINT SOURCE DISCHARGE(S) OF A POLLUTANT TO SURFACE WATERS OF THE STATE

The land treatment system must be operated and maintained to ensure there is no point source discharge(s) of pollutants directly to surface waters of the State.

12. NOTICE CONCERNING ENDANGERING WATERS OF THE STATE

a. Whenever, because of an accident or otherwise, any toxic or taste and color producing substance, or any other substance which would endanger downstream users of the waters of the State or would damage property, is discharged into such waters, or is so placed that it might flow, be washed, or fall into them, it shall be the duty of the person in charge of such substances at the time to forthwith notify EPD in person or by telephone of the location and nature of the danger, and it shall be such person's further duty to immediately take all reasonable and necessary steps to prevent injury to property and downstream users of said water.

b. Spills and Major Spills:

- 1. A "spill" is any discharge of raw sewage by a Publicly Owned Treatment Works (POTW) to the waters of the State.
- 2. A "major spill" means: The discharge of pollutants into waters of the State by a POTW that exceeds the weekly average permitted effluent limit for biochemical oxygen demand (5-day) or total suspended solids by 50 percent or greater in one day, provided that the effluent discharge concentration is equal to or greater than 25 mg/L for biochemical oxygen demand or total suspended solids and any discharge of raw sewage that 1) exceeds 10,000 gallons or 2) results in water quality violations in the waters of the State.
- 3. "Consistently exceeding effluent limitation" means a POTW exceeding the 30 day average limit for biochemical oxygen demand or total suspended solids for at least five days out of each seven day period during a total period of 180 consecutive days.

- c. The following specific requirements shall apply to POTW's. If a spill or major spill occurs, the owner of a POTW shall immediately:
 - 1. Notify EPD, in person or by telephone, when a spill or major spill occurs in the system.
 - 2. Report the incident to the local health department(s) for the area affected by the incident.

The report at a minimum shall include the following:

- a. Date of the spill or major spill;
- b. Location and cause of the spill or major spill;
- c. Estimated volume discharged and name of receiving waters; and
- d. Corrective action taken to mitigate or reduce the adverse effects of the spill or major spill.
- d. Post a notice as close as possible to where the spill or major spill occurred and where the spill entered State waters and also post additional notices along portions of the waterway affected by the incident (i.e. bridge crossings, boat ramps, recreational areas, and other points of public access to the affected waterway). The notice at a minimum shall include the same information required in (c)(a-b) above. These notices shall remain in place for a minimum of seven days after the spill or major spill has ceased.
- e. Within 24 hours of becoming aware of a spill or major spill, the owner of a POTW shall report the incident to the local media (television, radio, and print media). The report shall include the same information required in (c)(a-b) above.
- f. Within five (5) days (of the date of the spill or major spill), the owner of a POTW shall submit to EPD a written report which includes the same information required in (c)(a-b) above.
- g. Within 7 days (after the date of a major spill), the owner of a POTW responsible for the major spill, shall publish a notice in the largest legal organ of the County where the incident occurred. The notice shall include the same information required in (c)(a-b) above.
- h. The owner of a POTW shall immediately establish a monitoring program of the receiving waters affected by a major spill or by consistently exceeding an effluent limit, with such monitoring being at the expense of the POTW for at least one year. The monitoring program shall include an upstream sampling point as well as sufficient downstream locations to accurately characterize the impact of the major spill or the consistent

exceedence of effluent limitations described in the definition of "Consistently exceeding effluent limitation" above. As a minimum, the following parameters shall be monitored in the receiving stream:

- a. Dissolved Oxygen;
- b. Fecal Coliform Bacteria;
- c. pH;
- d. Temperature; and
- e. Other parameters required by the EPD.

The monitoring and reporting frequency as well as the need to monitor additional parameters, will be determined by EPD. The results of the monitoring will be provided by the POTW owner to EPD and all downstream public agencies using the affected waters as a source of a public water supply.

i. Within 24 hours of becoming aware of a major spill, the owner of a POTW shall provide notice of a major spill to every county, municipality, or other public agency whose public water supply is within a distance of 20 miles downstream and to any others which could be potentially affected by the major spill.

B. RESPONSIBILITIES

1. COMPLIANCE

The permittee must comply with this permit. Any permit noncompliance is a violation of the State Act, and the Rules, and is grounds for:

- a. Enforcement action;
- b. Permit termination, revocation and reissuance, or modification; or
- c. Denial of a permit renewal application.

It shall not be a defense of the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity to maintain compliance with the conditions of this permit.

2. RIGHT OF ENTRY

The permittee shall allow the Director of EPD and/or their authorized representatives, agents, or employees, upon presentation of credentials:

- a. To enter upon the permittee's premises where a regulated activity or facility is located or conducted, in which any records are required to be kept under the terms and conditions of this permit; and
- b. At reasonable times, to have access to and copy any records required to be kept under the terms and conditions of this permit; to inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and to sample any substance or parameters at any location.

3. SUBMITTAL OF INFORMATION

The permittee shall furnish to the EPD Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish upon request copies of records required to be kept by this permit. When the permittee becomes aware that it failed to submit any relevant facts in a permit application or submitted incorrect information in a permit application or any report to the Director, it shall promptly submit such facts and information.

4. TRANSFER OF OWNERSHIP OR CONTROL

A permit may be transferred to another person by a permittee if:

- a. The permittee notifies the Director in writing of the proposed transfer at least thirty (30) days in advance of the proposed transfer;
- b. A written agreement containing a specific date for transfer of permit responsibility and coverage between the current and new permittee (including acknowledgment that the existing permittee is liable for violations up to that date, and that the new permittee is liable for violations from that date on) is submitted to the Director at least thirty (30) days in advance of the proposed transfer; and
- c. The Director, within thirty (30) days, does not notify the current permittee and the new permittee of EPD's intent to modify, revoke and reissue, or terminate the permit and to require that a new application be filed rather than agreeing to the transfer of the permit.

5. PERMIT MODIFICATION

This permit may be modified, terminated, or revoked and reissued in whole or part during its term for cause including, but not limited to, the following:

a. Violation of any condition of this permit;

- b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
- c. A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted activity.

The filing of a request by the permittee for a permit modification, termination, revocation and reissuance, or a notification of planned changes or anticipated noncompliance does not stay any permit conditions.

6. PENALTIES

The State Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit, makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine or by imprisonment, or by both. The State Act also provides procedures for imposing civil penalties which may be levied for violations of the State Act, any permit condition or limitation established pursuant to the Act, or negligently or intentionally failing or refusing to comply with any final or emergency order of the Director of EPD.

7. CIVIL AND CRIMINAL LIABILITIES

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance.

8. EXPIRATION OF PERMIT

The permittee shall not operate the system after the expiration date of the permit. In order to receive authorization to operate beyond the expiration date, the permittee shall submit such information, forms, and fees as are required by the EPD no later than 180 days prior to the expiration date.

9. CONTESTED HEARINGS

Any person aggrieved or adversely affected by any action of the Director of the EPD shall petition the Director for a hearing within 30 days of notice of the action.

10. SEVERABILITY

The provisions of this permit are severable; and, if any provision of this permit, or the application of any provision of this permit to any circumstances is held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby.

C. SPECIAL CONDITIONS

1. WATERSHED ASSESSMENT OR WATERSHED PROTECTION PLAN REQUIREMENTS

The permittee has developed a watershed protection plan and the plan has been approved by EPD. The permittee's approved watershed protection plan shall be enforceable through this permit.

The watershed protection plan provides for the following:

- a. The watershed protection plan shall apply to all basins and subbasins that are served by the facility. The plan will utilize the information generated in the permittee's watershed assessment to establish a baseline of watershed conditions and to provide ongoing long-term monitoring according to the approved plan to either verify that the plan is effective or to modify the plan such that water quality standards will be achieved.
- b. The watershed protection plan must include a schedule for correcting current water quality problems that are causing water quality standards violations. The permittee shall provide ongoing monitoring to verify that the actions taken to correct the water quality problems are effective.
- c. The permittee shall develop and put in place best management practices (BMPs) to prevent future water quality standards violations.
- d. The permittee shall provide ongoing monitoring to verify that the BMPs are working or to provide the information necessary to modify the BMPs to achieve water quality standards.

Annual Report

Each June 30th the permittee is to submit the following to EPD:

- a. An annual certification statement documenting that the plan is being implemented as approved. The certification statement shall read as follows: "I certify, under penalty of law, that the watershed protection plan is being implemented. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
- b. All watershed plan data collected during the previous year in an electronic format. This data shall be archived using a digital format such as a spreadsheet developed in coordination with EPD. All archived records, data, and information pertaining to the watershed protection plan shall be maintained permanently.
- c. A progress report that provides a summary of the BMPs that have been implemented and documented water quality improvements. The progress report shall also include any necessary changes to the Watershed Protection Plan.

2. POTENTIOMETRIC SURFACE MAP

Not applicable

PART III

A. APPROVED INDUSTRIAL PRETREATMENT PROGRAM FOR PUBLICLY OWNED TREATMENT WORKS (POTWs)

- 1. The permittee's approved pretreatment program shall be enforceable through this permit. The permittee shall also comply with the provisions of 40 CFR 403.
- 2. The permittee shall administer the approved pretreatment program by:
 - a. Maintaining records identifying the character and volume of pollutants contributed by industrial users to the POTW.
 - b. Enforcing and obtaining appropriate remedies for noncompliance by any industrial user with any applicable pretreatment standard or requirement defined by Section 307(b) and (c) of the Federal Act, 40 CFR Part 403.5 and 403.6 or any State or local requirement, whichever is more stringent.
 - c. Revising the adopted local limits based on technical analyses to ensure that the local limits continue to prevent:
 - 1. Interference with the operation of the POTW;
 - 2. Pass-through of pollutants in violation of this permit;
 - 3. Municipal sludge contamination; and
 - 4. Toxicity to life in the receiving stream.

Within 180 days of the effective date of this permit issuance or reissuance (excluding permit modifications), the permittee shall review the local limits of the program and submit to EPD a written technical evaluation of the need to revise the local limits.

- d. Ensuring that industrial wastewater discharges from industrial users are regulated through discharge permits or equivalent individual control mechanisms. Compliance schedules will be required of each industrial user for the installation of control technologies to meet applicable pretreatment standards and the requirements of the approved program.
- e. Inspecting, surveying, and monitoring to determine if the industrial user is in compliance with the applicable pretreatment standards.
- f. Equitably maintaining and adjusting revenue levels to ensure adequate and continued pretreatment program implementation.
- g. Preparing a list of industrial users which, during the reporting period January 1 to December 31, have been in significant noncompliance with the pretreatment requirements enumerated in 40 CFR Part 403.8 (f)(2)(viii). This list will be published annually in January in the newspaper with the largest circulation in the service area.

B. APPROVED PRETREATMENT PROGRAM ANNUAL REPORT

- 1. Within 30 days of the close of the reporting period January 1 through December 31, the permittee shall submit a report to the EPD that includes:
 - a. An updated list of POTW industrial users;
 - b. The results of POTW sampling and analyses required by the EPD;
 - c. A summary of POTW industrial user inspections;
 - d. A summary of POTW operations including information on upsets, interferences, pass through events, or violations of the permit related to industrial user discharges;
 - e. A summary of all activities to involve and inform the public of pretreatment requirements;
 - f. A summary of the annual pretreatment program budget;
 - g. A descriptive summary of any compliance activities initiated, ongoing, or completed against industrial users which shall include the number of administrative orders, show cause hearings, penalties, civil actions, and fines;
 - h. A list of contributing industries using the treatment works, divided into Standard Industrial Classification Code (SIC) categories, which have been issued permits or similar enforceable individual control mechanisms, and a status of compliance for each industrial user. The list should also identify the industries that are categorical or significant industrial users
 - i. The name and address of each industrial user that has received a conditionally revised discharge limit;
 - j. A list of all industrial users who were in significant noncompliance with applicable pretreatment standards and requirements;
 - k. A list of all industrial users showing the date that each was notified that a categorical pretreatment standard had been promulgated by EPA for their industrial category and the status of each industrial user in achieving compliance within the 3 year period allowed by the Federal Act; and
 - l. A description of all substantial changes proposed for the program. All substantial changes must first be approved by the EPD before formal adoption by the POTW. Substantial changes shall include but not be limited to:

- 1. Changes in legal authority;
- 2. Changes in local limits;
- 3. Changes in the control mechanisms;
- 4. Changes in the method for implementing categorical pretreatment standards.
- 5. A decrease in the frequency of self-monitoring or reporting required of industrial users;
- 6. A decrease in the frequency of industrial user inspections or sampling by the POTW;
- 7. Significant reductions in the program resources including personnel commitments, equipment, and funding levels;
- 8. Changes in confidentiality procedures; and
- 9. Changes in the POTW sludge disposal and management practices.
- 2. Reports submitted by an industrial user will be retained by the permittee for at least 3 years and shall be available to the EPD for inspection and copying. This period shall be extended during the course of any unresolved litigation concerning the discharge of pollutants by an industrial user or concerning the operations of the program or when requested by the Director.

C. INDUSTRIAL PRETREATMENT STANDARDS

Effluent limitations for the permittee's discharge are listed in Part I. Other pollutants attributable to industrial users may also be present in the discharge. When sufficient information becomes available, this permit may be revised to specify effluent limitations for these pollutants based on best practicable technology or water quality standards. Once the specific nature of industrial contributions has been identified, data collection and reporting may be required for parameters not specified in Part I.

D. REQUIREMENTS FOR EFFLUENT LIMITATIONS ON POLLUTANTS ATTRIBUTABLE TO INDUSTRIAL USERS

- 1. The permittee shall require all industrial dischargers to the POTW to meet State pretreatment regulations promulgated in response to Section 307(b) of the Federal Act. Other information about new industrial discharges may be required and will be requested from the permittee after the EPD has received notice of the discharge.
- 2. The permittee may be required to supplement the requirements of the State and Federal pretreatment regulations to ensure compliance with all applicable effluent limitations listed in Part I. Supplemental actions by the permittee concerning some or all of the industries discharging to the POTW may be necessary.

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E. RETAINER

EPD may require the permittee to amend an approved pretreatment program to incorporate revisions in State Pretreatment Regulations or other EPD requirements. Any approved POTW pretreatment program identified by EPD that needs to modify its program to incorporate requirements that have resulted from revision to the Rules shall develop and submit those revisions to EPD no later than one (1) year of notification by EPD to modify the Program. Any modifications made to the approved pretreatment program must be incorporated into the permit and the program pursuant to Chapter 391-3-6-.09(7) of the State Rules. Implementation of any revision or amendments to the program shall be described in the subsequent annual report to the EPD.



FACT SHEET ADDENDUM

Newton County Water & Sewerage Authority Yellow River WPCP LAS Permit No. GAJ020013 (Newton County)

Were there any revisions between the draft and the final permit? ⊠ Yes □ No

If yes, specify	· ·
Cover Page	Changed "land treatment system" to "pretreatment system."
Part 1.B.1.a	Changed a typographical error in the sample type for BOD and TSS from grab to composite.
Part 1.B.1.b	Changed Nitrate-Nitrogen to Nitrate-Nitrite; added a footnote regarding Nitrate-Nitrite and TKN analysis; clarified Storage Pond 1 as 72 MG
Part 1.B.2.a	Changed a typographical error in the sample type for BOD and TSS from grab to composite.
Part 1.B.2.b	Changed Nitrate-Nitrogen to Nitrate-Nitrite; added a footnote regarding Nitrate-Nitrite and TKN analysis; clarified Storage Pond 1 as 72 MG
Part 1.B.2b	Changed a typographical error for the sprayfields identified from 1-14 to 1-15.
Part 1.B.5	Added surface water monitoring for Yellow River.

Page 1 of 1 February 2018

Section 8: Additional Required Content

Forms

Include the items described in Attachment A and return them in the Appendix including:

- Firm's comments, if any, on the proposed agreement for services.
- Provide Sample Certificate of Insurance meeting requirements found in agreement.

Offerors are required to complete the forms in Attachment B and return them in the Appendix including:

- Registration / Acknowledgement Form
- Offeror's Affidavit (E-Verify)
- SAVE Affidavit
- W-9

Attachment A

Proposed Agreement for Services between Owner and Consultant / Operator Insurance Requirements (As described in the Agreement)

Professional Services Agreement

This Agreement is made and entered into effective date of	, by and
between the Newton County Water and Sewerage Authority (NCWSA), and	
, (CONSULTANT) for the PROJECT refer	red to as:

The parties hereto do mutually agree as follows:

- 1. Governing Law. This AGREEMENT and the Attachments hereto shall be governed by and construed in accordance with the laws of the State of Georgia, County of Newton, in which the work is delivered. If dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute is not resolved through mediation, the parties agree that venue for any litigation will be in the courts of Newton County, Georgia and the parties hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.
- 2. <u>Engagement</u>. NCWSA hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.
- 3. <u>Services</u>. The CONSULTANT shall perform, in a professional manner, all services described in the Scope of Services attached as Exhibit A, and incorporated by reference herein (collectively the "Scope of Services").
- 4. <u>Additional Services</u>. The CONSULTANT shall provide additional services, not specifically called for in Exhibit A, upon written authorization from NCWSA (the "Additional Services"). In addition, NCWSA and CONSULTANT may from time to time make changes to the Scope of Services by written amendment to this Agreement.
- 5. <u>Time of Performance</u>. The CONSULTANT will commence work within ten (10) calendar days after (1) the date of execution of this Agreement and (2) receiving written Notice to Proceed from NCWSA. Work will be delivered to NCWSA based on the approved Project Schedule contained in Exhibit A. If NCWSA requests modifications to the services of the Project, or if CONSULTANT'S services extend past the proposed completion date, the CONSULTANT's time of performance may be extended by mutual agreement in writing signed by the signees to this Agreement.
- 6. <u>Compensation</u>. CONSULTANT agrees to perform the Services, and the NCWSA agrees to compensate the CONSULTANT for same as follows:
 - a. NCWSA shall compensate the CONSULTANT according to the charges, amounts and terms set forth in EXHIBIT B and the Additional Services, if any.
 - b. <u>Statements</u>. The CONSULTANT shall submit monthly statements for acceptable, completed work (and Additional Services, if any), based on the project effort and expenses charged through the last day of its fiscal month during the PROJECT duration.
 - c. <u>Payments</u>. NCWSA shall make monthly payments for completed work in accordance with the Prompt Payment Act found in Georgia Law after receipt of monthly Statements rendered by the CONSULTANT.
 - d. <u>Additional Payment</u>. NCWSA shall pay the CONSULTANT for Additional Services, which are not specifically called for in Exhibit A, Scope of Services, in accordance with the CONSULTANT's standard rates, as included in the Exhibit B.

- 7. Termination. This Agreement may be terminated prior to completion of the PROJECT as follows:
 - a. <u>Termination for Cause</u>. If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner any material obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, NCWSA shall thereupon give written notice to the CONSULTANT of such failure, violation or breach. If CONSULTANT has not or cannot remedy such failure, violation or breach within ten (10) calendar days of the giving of such notice by NCWSA, NCWSA shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof.
 - b. <u>Termination by Mutual Consent</u>. This Agreement may be terminated at any time by mutual written consent of the parties, the effective date to be agreed upon by the parties. If this Agreement is terminated by mutual consent, and CONSULTANT timely provides all required documentation of SERVICES performed prior to termination to NCWSA, CONSULTANT shall be paid for all such Services within thirty (30) days of the effective date of termination. The parties may terminate this Agreement by mutual consent for reasons including but not limited to material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the PROJECT, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.
 - c. In the event of termination for any reason, NCWSA shall have the option to purchase copies of all finished or unfinished documents, data, studies, surveys drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Agreement, Scope of Services, and Additional Services for the price of Ten Dollars (\$10.00). If NCWSA elects to purchase such material, the material shall become NCWSA property and the CONSULTANT shall be paid for the SERVICES (and Additional Services, if any) properly rendered through the effective termination date. Said payment, including the payment for the materials, shall constitute total payment for such SERVICES.
- 8. <u>Force Majeure</u>. Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, or natural catastrophe. Delay or failure to perform is excused only during continuance of such force majeure and the affected party will provide written notice of such force majeure and act diligently to remove or eliminate the force majeure.
- 9. <u>Suspension of Services</u>. If the PROJECT or CONSULTANT'S Services are suspended for any reason other than the fault of CONSULTANT for more than thirty (30) calendar days in the aggregate, CONSULTANT may be compensated for services performed prior to the suspension. In addition, there shall be an adjustment in the PROJECT schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) calendar days for any reason, in the aggregate, either party may, at its option, terminate this Agreement upon providing written notice to the other party.
- 10. Representatives and Notices. Each party has designated below the signatures herein, a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement. All notices, consents and approvals required to be given hereunder shall be in writing. All such required notices shall be deemed to be properly given and received within two (2) business days if made in writing and sent via statutory overnight delivery with an exact copy being sent simultaneously via email addressed to the designated

representative below. As needed, each party may notify the other party of a change in the street and / or email address for notice providing written notice of the revised street and / or email address.

11. CONSULTANT'S Responsibilities. The CONSULTANT represents that it has or will secure, at its own expense, all necessary qualified personnel to perform the Services under this Agreement. CONSULTANT represents that it has access to the experience and capability necessary to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures for such Services. Such personnel shall not be employees of or have any contractual relationship with NCWSA. All of the Services required hereunder will be performed by the CONSULTANT or under its supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State and local law to perform such Services.

In performing the Services and receiving compensation under this Agreement, CONSULTANT shall operate as an independent contractor and shall not act as or be an employee of NCWSA.

The SERVICES performed by CONSULTANT shall be subject to the inspection and review of NCWSA at all times but such inspection and review shall not relieve CONSULTANT from its responsibility for the proper performance of the Services.

- 12. NCWSA Responsibilities. NCWSA shall provide to CONSULTANT an outline of the requirements of the PROJECT, including the PROJECT budget and time constraints. NCWSA will make available to the CONSULTANT relevant information or data pertinent to the PROJECT which is in NCWSA's possession. However, NCWSA does not guarantee the accuracy and completeness of the information and data furnished and the CONSULTANT will independently check and / or verify all such information as it relates to the SERVICES provided.
- 13. Reports, Audits & Confidentiality. The CONSULTANT, at such times and in such forms as NCWSA may require, shall furnish NCWSA such periodic reports as it may request pertaining to the SERVICES (and / or Additional Services) performed pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this Agreement. The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement. These records will be made available for audit purposes to NCWSA or its authorized representative and will be retained for three years after the expiration or termination of this Agreement. All of the reports, information, data, etc. prepared or assembled by CONSULTANT under this Agreement are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of NCWSA or a validly issued subpoena.
- 14. Ownership of Documents. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT'S professional service, and CONSULTANT shall retain an ownership and property interests therein, including all copyrights, unless otherwise agreed in writing by CONSULTANT and NCWSA or purchased pursuant to Paragraph 7(c). Regarding construction drawings, CONSULTANT grants NCWSA a license to use instruments of CONSULTANT'S professional service for the purpose of constructing, occupying, or maintaining the PROJECT. Reuse or modification of any such documents by NCWSA, without CONSULTANT'S written permission, shall be at NCWSA's sole risk. Documents are defined as reports, drawings, specifications, record drawings, plats, and other deliverables defined in the SERVICES, whether in printed or electronic format.
- 15. Third Party Reliance Upon Documents. CONSULTANT'S performance of the SERVICES, as set forth in this Agreement, is intended solely and exclusively for the benefit and use of NCWSA. No other person or entity may claim under this Agreement as a third party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. No third party may

- rely upon CONSULTANT'S documents unless CONSULTANT has agreed to such reliance in advance and in writing.
- 16. <u>Use of Electronic Media.</u> Copies of documents that may be utilized by NCWSA may be printed copies (also known as hard copies) or electronic copies that are signed or sealed by CONSULTANT. Construction Drawings shall be signed and sealed in accordance with the Rules and Regulations of the State of Georgia Administrative Code. Files in electronic formats, or other types of information furnished by CONSULTANT to NCWSA such as text, data, or graphics, are only for convenience of NCWSA. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 17. <u>Assignability</u>. This Agreement shall not be assigned or transferred by either the CONSULTANT or the NCWSA without the prior written consent of the other.
- 18. <u>Insurance</u>. Before any SERVICES are provided under this Agreement, CONSULTANT shall procure and maintain at a minimum the following insurance coverage and limits during the life of the Agreement:
 - a. <u>Statutory Workers Compensation Insurance</u>: a minimum of \$500,000 or greater amount if required by Georgia law.
 - b. <u>Commercial General Liability Insurance</u>: coverage for personal and bodily injury, including death, and property damage in the amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate.
 - c. <u>Automobile Liability Insurance</u>: for bodily injury, including death, and property damage for all owned, hired and non-owned automobiles in the minimum amount of \$1,000,000 per occurrence.
 - d. Professional Liability Insurance: of \$1,000,000 per claim and \$2,000,000 in the aggregate.
 - e. <u>Certificates</u>: Upon request, CONSULTANT shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to NCWSA.
- 19. <u>Indemnification</u>. CONSULTANT shall indemnify and hold NCWSA harmless from and against claims, liabilities, suits, loss, cost, expense and damages to the extent caused by the negligent acts or omissions of CONSULTANT in the performance of professional services pursuant to this AGREEMENT. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CONSULTANT and NCWSA, they shall be borne by each party in proportion to its negligence.
- 20. <u>Waiver of Consequential Damages</u>. Regardless of any other term of this Agreement, in no event shall either part be responsible or liable to the other for any incidental or other indirect damages.
- 21. <u>Limit of Liability</u>. CONSULTANT'S liability for all of the aforesaid matters is limited to the proceeds recovered from the insurance carried by CONSULTANT and within the monetary limits of the insurance specified in Article 18 hereto.
- 22. <u>Standard of Care</u>. CONSULTANT will provide professional services so as to minimize errors and omissions through the use of a Quality Assurance Plan approved by NCWSA. CONSULTANT will employ that degree of care and skill ordinarily exercised by CONSULTANTS practicing in the same or similar locale as the project, on projects of a similar scope and nature.

- 23. <u>Dispute Resolution</u>. If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first, prior to litigation or any other form of dispute resolution, to try in good faith to settle the dispute by mediation. In addition:
 - a. If a dispute is greater than \$10,000 (or the parties cannot agree on a mediator for a dispute of less than \$10,000): the parties shall submit the dispute to mediation with JAMS mediation services.
 - b. Venue: the venue for all mediations shall be in Covington, Georgia, unless the parties otherwise agree.
- 24. Successors. This Agreement shall inure to the benefit or and be binding upon the successors of the parties.
- 25. <u>Waiver</u>. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.
- 26. <u>Section Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 27. <u>Severability</u>. Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.
- 28. Entire Agreement. This Agreement (and its attached Exhibits) constitutes and contains the entire, integrated agreement of the parties, and shall supersede any and all prior negotiations, correspondence, understandings and agreements between the parties, respecting the subject matter of this Agreement. This Agreement may be amended only in writing, and signed by an authorized agent of each party.
- 29. <u>Authority & Understanding</u>. The individual executing this Agreement on behalf of a corporation or other entity warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation or other entity that the individual represents. By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof.

IN WITNESS WHEREOF, the CONSULTANT and NCWSA have executed this Agreement as of the date written below.

NEWTON COUNTY WATER & SEWERAGE AUTHORITY

CONSULTANT:

Street / contact address for giving notices:	Street / contact address for giving notices:		
Date:	Date:		
Title:	Title:		
Printed:	Printed:		
Signature	Signature		

Designated Representative:	Designated Representative:	
Name:	Name:	
Title:	Title:	
Phone:	Phone:	
Email:	Email:	

EXHIBIT A

SCOPE OF SERVICES

(Delete this page if separate Scope of Services is provided)

Project Summary:		
Project Schedule:		
See Attached Project Schedule Contain	ned in Exhibit A	
Commencement Date:	or within 1	10 calendar days from Notice to Proceed
Estimated Completion Date:	or	months from Notice to Proceed

EXHIBIT B

COMPENSATION

(Delete this page if separate Scope of Services is provided)

Project Summary:

Attachment B Mandatory Forms - The following forms must be completed and returned in the Appendix:

RFP Registration Form Affidavit (E-Verify) SAVE Affidavit W-9

Registration Form for RFP

Date:
Name of Company:
Contact (One Person Only):
Phone Number:
Email:
Please email to lc@ncwsa.us or send via US Mail to
Lindsey Chambers, Engineering Department, 11325 Brown Bridge Road, Covington, GA 30016.
Date Emailed:

AFFIDAVIT OF EMPLOYMENT ELIGIBILITY

STATE OF GEORGIA NEWTON COUNTY

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of **Newton County Water and Sewerage Authority** has registered with, is authorized to use and uses the Federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the Federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any Subcontractor(s) in connection with the physical performance of services pursuant to this contract with the **Newton County Water and Sewerage Authority**, Contractor will secure from such Subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Newton County Water and Sewerage Authority** at the time the Subcontractor(s) is retained to perform such service. Contractor hereby attests that its Federal work authorization user identification number and date of authorization are as follows:

E-Verify Company ID Number			
Date of Authorization			
Name of Contractor			
Name of Project			
I (We) hereby declare under penalty of perjury that the	e foregoing is to	rue and correct.	
Executed on the day of	_, 2021, in		(City)
	_(State).		
Signature of Authorized Officer or Agent			
Printed Name and Title of Authorized Officer or Agent			
SUBSCRIBED AND SWORN BEFORE ME ON THIS	S THE	DAY OF	, 2021
Notary Public			
My Commission Expires:			

SAVE AFFIDAVIT

STATE OF GEORGIA NEWTON COUNTY

NOTARY PUBLIC

My Commission Expires:

By executing this affidavit under oath, as an applicant for a public benefit, as referenced in O.C.G.A. §50-36-1, administered by the Georgia Department of Community Affairs, the undersigned applicant verifies one of the following with respect to my ability to enter a contract with the Newton County Water and Sewerage Authority: ____ I am a United States citizen. OR 2) _____ I am a legal permanent resident of the United States. OR _____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality 3) Act and lawfully present in the United States with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is: The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1(f)(1), with this affidavit. The secure and verifiable document provided with this affidavit can best be classified as: In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A §16-10-20, and face criminal penalties as allowed by such criminal statute. Executed this the _____ day of ______, 2021 in _____ (City), (State). *Signature of Applicant Printed Name of Applicant SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 2021.

Form W-9

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Nama (sa abaum an yaur inggan tau at a da d	The details and the latest line	Omation.		
	Name (as shown on your income tax return). Name is required on this line	; do not leave this line blank.			
	2 Business name/disregarded entity name, if different from above				
on page 3.	Tollowing seven boxes.			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
.e.	Individual/sole proprietor or C Corporation S Corporation S Corporation	ion L Partnership L	Trust/estate	Exempt payee code (if any)	
ctio	Limited liability company. Enter the tax classification (C=C corporation	, S=S corporation, P=Partnership)			
Print or type. Specific Instructions on	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.			Exemption from FATCA reporting code (if any)	
Sec	☐ Other (see instructions) ►			(Applies to accounts maintained outside the U.S.)	
S	5 Address (number, street, and apt. or suite no.) See instructions.	Requ	ester's name a	nd address (optional)	
See	6 City, state, and ZIP code				
}	only, state, and zir code				
	7 List account number(s) here (optional)		·		
	(, (,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
Par	Taxpayer Identification Number (TIN)			<u> </u>	
Enter y	our TIN in the appropriate box. The TIN provided must match the na	ame given on line 1 to avoid	Social sec	urity number	
resider	o withholding. For individuals, this is generally your social security nuntiallen, sole proprietor, or disregarded entity, see the instructions fo	umber (SSN). However, for a			
entities	s, it is your employer identification number (EIN). If you do not have a	number, see How to get a			
T/N, later.					
Numbe	If the account is in more than one name, see the instructions for line or To Give the Requester for guidelines on whose number to enter.	1. Also see What Name and	Employer	dentification number	
	, , , , , , , , , , , , , , , , , , , ,		-		
Part	II Certification				
Under	penalties of perjury, I certify that:	 -			
2. I am Serv	number shown on this form is my correct taxpayer identification nun not subject to backup withholding because; (a) I am exempt from b ice (IRS) that I am subject to backup withholding as a result of a failt onger subject to backup withholding; and	ackup withholding, or (b) I have	not been no	tified by the Internal Payanus	
3. I am	a U.S. citizen or other U.S. person (defined below); and				
4. The I	FATCA code(s) entered on this form (if any) indicating that I am exen	npt from FATCA reporting is co	rrect.		
you nav acquisit other th	ation instructions. You must cross out item 2 above if you have been a refailed to report all interest and dividends on your tax return. For real erion or abandonment of secured property, cancellation of debt, contribution an interest and dividends, you are not required to sign the certification,	state transactions, item 2 does r tions to an individual retirement :	ot apply. For	mortgage interest paid,	
Sign Here	Signature of U.S. person≯	Date ►			
	eral Instructions	 Form 1099-DIV (dividends funds) 	s, including tl	nose from stocks or mutual	
noted.	proceeds)		ome, prizes, awards, or gross		
related t	ture developments. For the latest information about developments ated to Form W-9 and its instructions, such as legislation enacted er they were published, go to www.irs.gov/FormW9.		les and certain other		
_		 Form 1099-S (proceeds fr 			
Purpose of Form • Form 1099-K (merchant card and third party					
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption • Form 1098 (home mortgage interesting 1098-T (tuition)) • Form 1099-C (canceled debt)		1098-T (tuition)		1098-E (student loan interest),	
taxpaye	r identification number (ATIN), or employer identification number		 Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident 		
amount	report on an information return the amount paid to you, or other reportable on an information return. Examples of information nclude, but are not limited to, the following.	alien), to provide your corre	ct TIN.	•	
	• Form 1099-INT (interest earned or paid) If you do not return Form W-9 to the requester with a TIN, you me be subject to backup withholding. See What is backup withholding later.			equester with a TIN, you might /hat is backup withholding,	

Cat. No. 10231X