

AGENDA
WALKER COUNTY
BOARD OF COMMISSIONERS
WALKER COUNTY COURTHOUSE ANNEX III, 201 S MAIN STREET
LAFAYETTE, GEORGIA 30728

The following constitutes the agenda for the regular scheduled meeting of the Board of Commissioners of Walker County, Georgia to be held on November 10, 2022 at 7:00 p.m.

REGULAR SCHEDULED MEETING

- **Invocation & Pledges**
- **Chairman Whitfield will Call to Order the Regular Meeting**
- **Clerk establishes a Quorum is present**
- **Approve Agenda (*Agenda amended at the meeting)**
- **Approve Minutes**
Approval of the Minutes for the Regular Scheduled Meeting Held on October 27, 2022 at 7:00 p.m.
- **Public Hearing**
Ordinance O-03-22 to amend Chapter 28, Article III of the Code of Walker County concerning Sewer Use Regulation in Unincorporated Areas
- **Public Comment**
- **Ceremonial**
Veterans Day Proclamation
- **New Business**
Ordinance O-03-22 to amend Chapter 28, Article III of the Code of Walker County concerning Sewer Use Regulation in Unincorporated Areas

Resolution R-038-22 to Authorize the Filing of an Application with Georgia Department of Transportation for a Grant for Public Transportation

Resolution R-039-22 to Declare Property from the Walker County Sheriff's Office as Unserviceable Surplus

Resolution R-040-22 to Accept of Sheila Gail Lane as a Public Road

Probation Services Agreement with Georgia Probation Services, Inc. for State Court of Walker County

Probation Services Agreement with Georgia Probation Services, Inc. for Superior Court of Walker County

Animal Assistance Agreement with Georgia Department of Corrections

*Purchase Order 2023-00000237 to Prater Ford for a F250 4x4 vehicle for \$50,136.16 (funding from 2020 SPLOST)

*Resolution R-041-22 to Appoint a Chief of the Walker County Police Force

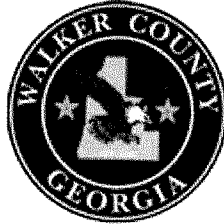
October 2022 Departmental Statistics
- **Commissioner Comments**
- **Executive Session**
- **Adjourn**

NEXT REGULAR MEETING - Thursday, December 8, 2022



**A DRAFT COPY OF ORDINANCE O-03-22, WHICH PROPOSES TO REPLACE
ARTICLE III OF CHAPTER 28 DEALING WITH SOLID WASTE, IS AVAILABLE TO
REVIEW ONLINE AT:**

<https://walkercountyga.gov/government/ordinances/>



Walker County Governmental Authority
101 South Duke Street, P.O. Box 445
LaFayette, GA 30728
706-638-1437

Minutes of the Regular Meeting
November 10, 2022
7:00 PM

- I. **Call to Order:**
Chairman Shannon Whitfield called to order the Regular Scheduled Board of Commissioners Meeting held at Annex III, 201 S. Main Street, LaFayette, Georgia at 7:00 PM on November 10, 2022.
- II. **Attendees:**
The following were present: Chairman Whitfield, Commissioner Robert Blakemore, Commissioner Mark Askew, Commissioner Brian Hart, Commissioner Robert Stultz, Legal and Policy Director David Gottlieb, Public Relations Director Joe Legge, Planning and Zoning Director David Brown, Board Clerk Whitney Summey and County Clerk Rebecca Wooden. Other guests signed in at the meeting as well. Please see the attached sign in sheet.
- III. **Approval of Agenda:**
Chairman Whitfield made a recommendation to amend the agenda by adding Purchase Order 2023-00000237 and Resolution R-041-22. Commissioner Blakemore made a motion to amend the agenda. Commissioner Stultz seconded the motion, 4 ayes and 0 nays, motion carried to approve the agenda.
- IV. **Approval of Minutes:**
Commissioner Askew made a motion to approve the minutes of the Regular Scheduled Meeting held October 27, 2022 at 7:00 p.m., seconded by Commissioner Hart, 4 ayes and 0 nays, motion was approved.
- V. **Public Hearing:**
 - I. Chairman Whitfield said Brandon Whitley, Manager with the Walker County Water and Sewer Authority, was present at the previous meeting to give an overview of Ordinance O-03-22. He said this is a requirement of the state to update the ordinance. Chairman Whitfield asked if anyone else would like to speak on this topic. No one came forward.
- VI. **Public Comment:**
 - I. Chairman Whitfield asked if anyone would like to speak in the public comment section of the meeting. No one came forward.
- VII. **Ceremonial:**
 - I. Chairman Whitfield read the Veterans Day Proclamation. He said Commissioner Stultz will present the proclamation at the LaFayette High School Veterans Day Program.
- VIII. **New Business:**
 - I. Chairman Whitfield read Ordinance O-03-22 to amend Chapter 28, Article III of the Code of Walker County concerning sewer use regulation in unincorporated areas. Commissioner Stultz made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
 - II. Chairman Whitfield read Resolution R-038-22 to authorize the application for a transit grant. He said the grant application is for the purchase of buses and operational overhead for the transit department. He said this will approve moving forward with the filing of the FY2024 application. Commissioner Blakemore made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
 - III. Chairman Whitfield read Resolution R-039-22 to declare two rifles from the Sheriff's Office as unserviceable surplus. Commissioner Askew made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.

- IV. Chairman Whitfield read Resolution R-040-22 to accept Sheila Gail Lane for county maintenance and asked Public Works Director Carlen Bowers to speak. Bowers said this is a 500 foot road with a cul de sac. He said all concerns with the road have been addressed and fixed by the HOA. Commissioner Hart asked if the road would be surveyed to update the deeds. Legal and Policy Director David Gottlieb said the HOA will take a master deed to each owner to sign. He said the master deed will include that the county is responsible for inside curb to inside curb and then Carlen will register the deed. Commissioner Blakemore made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- V. Chairman Whitfield stated the Probation Services Agreements with Georgia Probation Services, Inc. for State Court and Superior Court of Walker County was a routine five year update. He said there is one typo in the document that should be \$46.00 instead of \$45.00. He said the fee is paid by participants in the program. He said both agreements are identical, just for different courts. He asked the board to vote on both agreements at the same time. Commissioner Hart made a motion to approve, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- VI. Chairman Whitfield reviewed a proposed Animal Assistance Agreement with the Georgia Department of Corrections. He said the program has been very successful in other facilities. He said the program will start with four dogs from the Animal Shelter and four inmates. He said the dogs will stay with the inmates for seven weeks and go through an obedience training program. He said the county attorney has reviewed the agreement and made revisions. He said the program and agreement will be reviewed on an annual basis. Commissioner Hart asked when the program would start. Chairman Whitfield said it would start the first of the year. Legal and Policy Director David Gottlieb said the first agreement is on a shorter schedule in order to get it lined up with the state's fiscal year of July one. Commissioner Stultz asked if the program would cost the county additional money and how much interaction county staff would have with the dogs and inmates in the program. Chairman Whitfield said the shelter will provide food and supplies, just as they would if the animals were in the shelter, so there would not be any extra costs to the county. David Gottlieb said shelter staff would have limited interaction with only occasional visits to check progress. He said they would transport dogs that need veterinary care. Commissioner Askew asked if the program would be under the new director's position. Chairman Whitfield said yes, they would be the main point of contact. Commissioner Stultz made a motion to approve, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- VII. Chairman Whitfield said the information for Purchase Order 2023-00000237 to Prater Ford had just come in this week and the vehicle was needed at the Sheriff's Office. He said Ford has a cut off next Monday for ordering this vehicle. He said this will be a replacement for Pat Cook and will be used to pull a trailer for training. He said this will be paid for with SPLOST funds. Commissioner Askew made a motion to approve, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- VIII. Chairman Whitfield read Resolution R-041-22 to appoint Hal Gray as Chief of the Walker County Police Force. He said the police force has been active for over 40 years and the previous Chief took a position with the Sheriff's Office. He said Hal Gray meets all requirements and this will keep the County Police Force active. Commissioner Askew said this will allow the County Police Force to resume litter control immediately and allow inmates to work this detail. Commissioner Blakemore made a motion to approve, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion carried.
- IX. Chairman Whitfield read the Departmental Statistics for October 2022.

IX. Commissioner Comments:

Commissioner Blakemore gave details for Rossville basketball signups. He recognized all of our veterans. He said recent voting had a great turnout and reminded everyone of the runoff election coming up.

Commissioner Askew congratulated Commissioner Blakemore for his win in the recent election and thanked everyone for his support in the election as well. He encouraged everyone to go back out to vote in the runoff election.

Commissioner Hart said recent elections had a great turnout and thanked all of the poll workers for their hard work. He encouraged everyone to come out to the LaFayette High School veterans day program and the veterans appreciation banquet at the Civic Center.

Commissioner Stultz thanked everyone for coming out and thanked all of the county employees for their hard work. He said he recently visited Mountain Cove Farms and said they are doing a wonderful job. He thanked all veterans for their service. He gave information on multiple upcoming events in the county.

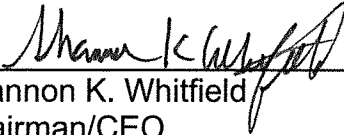
Chairman Whitfield gave details of the county's participation in Operation Green Light for veterans. He said it is a privilege to be able to vote and reminded everyone of the importance of the upcoming runoff election. He said the next meeting will be December 8, 2022.

X. Executive Session:

Chairman Whitfield made a motion to go into Executive Session to discuss personnel. Seconded by Commissioner Askew, 4 ayes and 0 nays. The Executive Session began at 7:56 p.m. Chairman Whitfield called the regular scheduled meeting back to order at 10:05 p.m. and stated there was no action to be taken from the Executive Session.

IV. Adjournment:

Commissioner Hart made a motion to adjourn the meeting, Commissioner Askew seconded the motion, motion carried and the meeting was adjourned at 10:06 PM.



Shannon K. Whitfield
Chairman/CEO
Walker County Georgia



Date

Minutes prepared by: Walker County Board Clerk, Whitney Summey

Regular Scheduled Board of Commissioners Meeting

Walker County Annex III

November 10, 2022

7:00 PM

<u>Roll Call</u>	<u>Present/Absent</u>
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Commissioner Blakemore	Present
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Commissioner Askew	Present
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Chairman Whitfield	Present
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Commissioner Hart	Present
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Commissioner Stultz	Present
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SIGN IN SHEET

REGULAR SCHEDULED BOARD OF COMMISSIONERS MEETING

11-10-2022 at 7:00 p.m.

Name

Address

Bill BROWN

ROCK SPRING, GA

Leigh Smith

Rossville GA

Rick Carr

Angela Carr

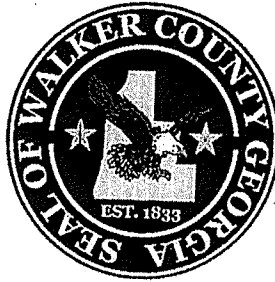
Bobby Smith

Carol Brown

Paul J. [Signature]

Lawrence

[Signature]



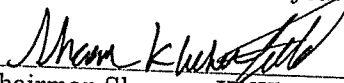
Proclamation

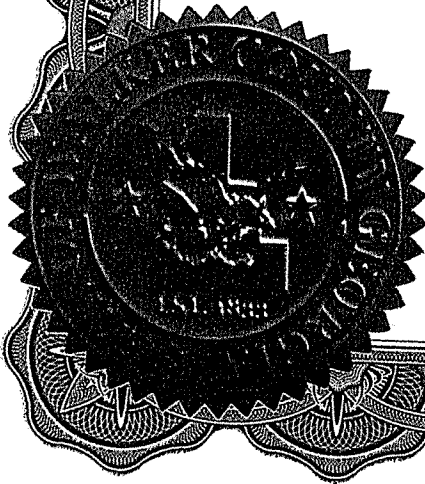
BY THE WALKER COUNTY BOARD OF COMMISSIONERS VETERANS DAY 2022

- WHEREAS: Since the dawn of this nation, veterans have defended our way of life with integrity, dedication and distinction; and
- WHEREAS: There are approximately 625,000 veterans in Georgia who, by their continued devotion to the highest ideals of citizenship, constitute a foundation of both strength and progress in the state; and
- WHEREAS: Over 4,000 Walker County residents devoted their talents to assist our country through military service, according to the latest data from the United States Census Bureau; and
- WHEREAS: In 1952, President Dwight D. Eisenhower signed the first Veterans Day proclamation and called on our nation to "solemnly remember the sacrifices of all those who fought so valiantly, on the seas, in the air and on foreign shores, to preserve our heritage of freedom"; and
- WHEREAS: We are proud to honor all veterans for their service, sacrifice and devotion, and wish to extend the appreciation of our citizens to those who have worn the uniform of the United States Armed Forces;
- THEREFORE: I, Shannon K. Whitfield, on behalf of the Walker County Board of Commissioners do hereby proclaim November 11, 2022 to be observed as VETERANS DAY in Walker County, Georgia in honor of our local veterans, and in remembrance of those who devoted their lives to protect our freedoms.

I call upon our citizens to extend their gratitude and unending support to our many heroes. In addition, I encourage our residents to participate in Operation Green Light this week. By shining a green light at your home, you can let our veterans know they are seen, supported and appreciated

Signed and sealed this 10th day of November in the year 2022.


Chairman Shannon K. Whitfield





ORDINANCE O-03-22

AN AMENDMENT TO ARTICLE III CHAPTER 28 OF THE CODE OF WALKER COUNTY, GEORGIA; TO ADOPT AND MAKE CERTAIN REVISIONS TO THE REGULATION OF SEWER USE IN UNINCORPORATED AREAS; TO REPEAL ANY AND ALL CONFLICTING ORDINANCES AND PARTS OF ORDINANCES; TO PROVIDE SEVERABILITY; AND FOR OTHER PURPOSES.

WHEREAS, Walker County and the Walker County Water and Sewerage Authority have entered into an agreement whereby the Walker County Water and Sewerage Authority will administer and enforce the regulation of sewer use in unincorporated areas of the County; and

WHEREAS, the Georgia Department of Natural Resources, Environmental Protection Division, has required Walker County to adopt an ordinance granting legal authority to regulate sewer use within its jurisdiction; and

WHEREAS, revisions to the Sewer Use Ordinance are necessary in order to comply with current federal and state laws and regulations; and

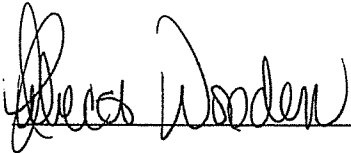
WHEREAS, public hearings on updates to the Sewer Use Ordinance were advertised in the Walker County Messenger, the county’s legal organ, on October 19, 2022 and were held on October 27, 2022 and November 10, 2022; and

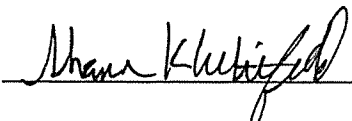
WHEREAS, public hearings were held on October 27, 2022 and November 10, 2022;

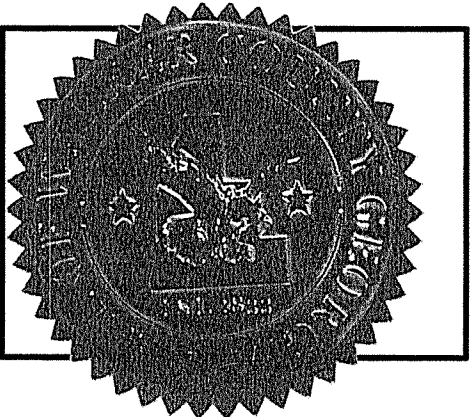
THEREFORE be it resolved that Article III of Chapter 28 of the County Code is deleted in its entirety, and Sections 28-58 through 28-473 are replaced with Exhibit A.

PASSED AND ADOPTED this 10 day of November, 2022.

ATTEST:


REBECCA WOODEN, County Clerk

WALKER COUNTY, GEORGIA

SHANNON K. WHITFIELD, Chairman



The foregoing Ordinance received a motion for approval from Commissioner Stull, second by Commissioner Stakemore, and upon the question the vote is 4 ayes, 0 nays to approve the Ordinance.

ARTICLE III. SEWER USE REGULATION IN UNINCORPORATED AREAS

DIVISION 1. GENERAL

Section 28-58. Purpose and Policy

The purpose of this article is to set uniform requirements for users of the Authority's wastewater collection system and treatment works to enable the Authority to comply with the provisions of the Clean Water Act and other applicable federal and state law and regulations, and to provide for the public health and welfare by regulating the quality of wastewater discharged into the Authority's wastewater collection system and treatment works. This article establishes conditions for connection to the sanitary sewer system and requires a permit. Certain acts which may be detrimental to the sewer system are prohibited. This article provides a means for determining wastewater volumes, constituents, and characteristics; the setting of charges and fees; and the issuance of permits to certain users. This article establishes effluent limitations and other discharge criteria and provides that certain users shall pretreat waste to prevent the introduction of pollutants into the publicly owned treatment works (POTW) which may interfere with the operation of the POTW, cause environmental damage, or interfere with the use or disposal of sewage sludge. Pretreatment may also be required to prevent the introduction of pollutants into the POTW which will pass through the treatment works into the receiving waters or the atmosphere or otherwise be incompatible with the treatment works and to improve the opportunities to recycle and reclaim wastewaters and the sludges resulting from wastewater treatment. This article provides measures for the enforcement of its provisions and abatement of violations thereof.

Section 28-59. Definitions

- (a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - (1) **Approved Publicly Owned Treatment Works (POTW) Pretreatment Program or Program or POTW Pretreatment Program.** A program administered by a publicly owned treatment works that meets the criteria established in Chapter 40 of the Code of Federal Regulations (40 CFR) 403.8 and 403.9, and which has been approved by a regional administrator or state director in accordance with 40 CFR 403.11.
 - (2) **Authority.** The Walker County Water and Sewerage Authority, including superintendents, operators, foremen, technicians, or other agents of Authority designated by the Authority Manager to act on behalf of the Authority.
 - (3) **Authority Manager.** The general Manager of the Walker County Water and Sewerage Authority.
 - (4) **BMPs.** Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in section 28-179. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge waste disposal, or drainage from raw materials storage. BMPs also include alternative means (i.e., management plans) of complying with, or in place of, certain established categorical pretreatment standards and effluent limits.
 - (5) **Board.** Board of Directors of the Walker County Water and Sewerage Authority.
 - (6) **Building Drain.** That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage

pipes inside the walls of the building and conveys it to the building sewer, beginning 5 feet outside the inner face of the building wall.

- (7) **Building Sewer.** A sewer conveying wastewater from the building drain to a community sanitary sewer or other place of disposal.
- (8) **Bypass.** The intentional diversion of wastestreams from any portion of an industrial user's treatment facility.
- (9) **Categorical Standards.** National pretreatment standards established by the Environmental Protection Agency (EPA) for specific industrial user Standard Industrial Classification (SIC) code categories.
- (10) **Centralized Waste Treatment Facility (CWT).** A commercial centralized waste treatment facility (other than a landfill or an incinerator) which treats or stores aqueous wastes generated by facilities not located on the CWT site and which disposes of these wastes by introducing them to the POTW.
- (11) **Chattanooga Sewer Service Area.** That portion of Walker County with sanitary sewers that is served by the Moccasin Bend Wastewater Treatment Plant in Chattanooga, Tennessee.
- (12) **Chickamauga Sewer Service Area.** That portion of Walker County with sanitary sewers that is served by the Chickamauga Wastewater Treatment Plant.
- (13) **Clean Water Act (CWA), Act, or the Act.** The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 United States Code (U.S.C.) 1251, et seq.
- (14) **Combined Sewer.** A sewer which has been designed to carry both sanitary sewage and stormwater runoff.
- (15) **Community Sewer.** A sanitary sewer to which all owners of abutting properties have equal rights and which is owned by the Authority.
- (16) **Conventional Pollutant.** Biochemical oxygen demand (BOD), total suspended solids (TSS), pH, fecal coliform bacteria, and oil and grease.
- (17) **County.** Walker County, Georgia.
- (18) **Daily Maximum Limit.** The maximum allowable discharge of a pollutant during a calendar day. Where expressed in terms of mass, the daily discharge is the total mass discharged over the course of the day. Where expressed in terms of concentration, the daily discharge is the arithmetic average concentration of the pollutant derived from all measurements taken that day.
- (19) **Direct Discharge.** The discharge of treated or untreated wastewater directly to the waters of the State of Georgia.
- (20) **Discharge Monitoring Report.** A report submitted by an industrial user to the Authority pursuant to this article containing information relating to the nature and concentration of pollutants and flow characteristics of a discharge from the industrial user to the POTW using standard methods approved by the Authority.
- (21) **Environmental Protection Agency (EPA).** An agency of the United States or the administrator or other duly authorized official of said agency.
- (22) **Grab Sample.** A sample taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

- (23) **Holding Tank Waste.** Any waste from holding tanks, such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks. This specifically includes wastewater from industrial users conveyed to the POTW by any means other than by a standard connection to a sanitary or combined sewer.
- (24) **Indirect Discharge.** The discharge or the introduction of pollutants from any source regulated under Section 307(b), (c), or (d) of the Act (33 U.S.C. 1317) into the POTW (including holding tank waste discharged into the system) for treatment before direct discharge to state waters.
- (25) **Industrial User.** A source of indirect discharge which does not constitute a "discharge of pollutants" under regulations issued pursuant to Section 402 of the Act. For the purposes of this article, an industrial user is a source of non-domestic wastes from industrial processes.
- (26) **Infiltration.** Water other than wastewater that enters a sewer system (including sewer service connections) from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.
- (27) **Inflow.** Water other than wastewater that enters a sewer system (including sewer service connections) from sources such as roof leaders, cellar drains, yard drains, area drains, fountain drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, storm waters, surface runoff, street wash waters, and drainage. Inflow does not include, and is distinguished from, infiltration.
- (28) **Instantaneous Limit.** The maximum concentration of a pollutant allowed to be discharged at any time, determined by analysis of any discrete or composited sample, independent of the flow rate or duration of the sampling event.
- (29) **Interference.** A discharge which, alone or in conjunction with a discharge or discharges from other sources, both:
- (i) inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and
 - (ii) therefore, is a cause of a violation of any requirement of the POTW's National Pollutant Discharge Elimination System (NPDES) permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the CWA; the Solid Waste Disposal Act (SWDA), including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA); and including state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA, the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research, and Sanctuaries Act.
- (30) **Lafayette Sewer Service Area.** That portion of Walker County with sanitary sewers that is served by the Lafayette Wastewater Treatment Plant.
- (31) **Mass Emission Rate.** The weight of material discharged to the community sewer system during a given time interval. Unless otherwise specified, the mass emission rate shall mean pounds per day of the particular constituent or combination of constituents.
- (32) **Maximum Concentration.** The maximum amount of a specified pollutant in a volume of water or wastewater.

(33) **Medical Waste.** Isolation wastes, infectious agents, human blood and blood byproducts, pathological wastes, sharps, body parts, fomites, etiologic agents, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

(34) **National Pretreatment Standard.** Any regulations containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. 1347) which apply to industrial users. These terms also include prohibited discharges promulgated in 40 CFR 403.5 and local limits adopted as part of the Authority's approved pretreatment program.

(35) **New Source.**

(1) Any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that one of the following criteria is applicable:

- a. The building, structure, facility, or installation is constructed at a site at which no other source is located.
- b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source.
- c. The production or wastewater-generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection (1)b or c of this definition but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a new source as defined under this section has commenced if the owner or operator has taken one of the following actions:

- a. Begun or caused to begin as part of a continuous on-site construction program:
 1. Any placement, assembly, or installation of facilities or equipment.
 2. Significant site preparation work, including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment.
- b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this subsection.

- (36) **National Pollution Discharge Elimination System (NPDES) Permit.** A permit issued pursuant to Section 402 of the Act (33 U.S.C. 1342).
- (37) **Normal Wastewater.** Effluent which contains constituents and characteristics similar to effluent from a domestic premise, and specifically for the purposes of this article, does not contain BOD₅, chemical oxygen demand (COD), or total suspended solids (TSS) in concentrations in excess of those concentrations specified in Article XII.
- (38) **Pass Through.** A discharge which exits the POTW into waters of the United States in the quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation). In the case of a POTW receiving discharges from CWTs as defined above, pass through also means the failure of the CWT and the POTW to reduce pollutant discharges from the POTW to the degree required under Section 301(b)(2) of the CWA if the CWT discharged directly to surface waters.
- (39) **Person.** Any individual; partnership; co-partnership; firm; company; corporation; association; joint stock company; trust; estate; governmental entity or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine; the singular shall include the plural where indicated by the context.
- (40) **Pollutant.** Any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, industrial wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, agricultural and industrial wastes, and the characteristics of the wastewater (i.e., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, odor).
- (41) **Pollution.** The man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.
- (42) **Premises.** A parcel of real estate or portion thereof, including any improvements thereon which is determined by the Authority to be a single user for purposes of receiving, using, and paying for services.
- (43) **Pretreatment.** The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration may be obtained by physical, chemical, or biological processes; process changes or by other means, except as prohibited by 40 CFR 403.6(d). Appropriate pretreatment technology includes control equipment, such as equalization tanks or facilities, for protection against surges or slug loadings that might interfere with or otherwise be incompatible with the POTW. However, where wastewater from a regulated process is mixed in an equalization facility with unregulated wastewater or with wastewater from another regulated process, the effluent from the equalization facility must meet an adjusted pretreatment limit calculated in accordance with 40 CFR 403.6(e).
- (44) **Pretreatment Requirements.** Any substantive or procedural requirement related to pretreatment other than a national pretreatment standard imposed on an industrial user.
- (45) **Pretreatment Standard or Standards.** Prohibited discharge standards, categorical pretreatment standards, or local limits.
- (46) **Publicly Owned Treatment Works (POTW).** A treatment works as defined by Section 212 of the Act (33U.S.C. 1292). This definition includes any sewers that convey wastewater to such a treatment works and any devices and systems used in the storage, treatment, recycling, and reclamation of

municipal sewage or liquid industrial waste, but does not include pipes, sewers, or other conveyances not connected to a facility providing treatment.

(47) **Reclaimed Water.** Water which, as a result of the treatment of waste, is suitable for direct beneficial or controlled use that would not occur otherwise.

(48) **Sanitary Sewer.** A sewer which carries wastewater and from which storm, surface, and ground waters are intentionally excluded.

(49) **Severe Property Damage.** Substantial physical damage to property, damage to treatment facilities rendering them inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(50) **Significant Industrial User.**

(1) All dischargers subject to categorical pretreatment standards under 40 CFR 403.6 and 40 CFR Chapter 1, Subchapter N.

(2) All non-categorical dischargers that contribute a process wastestream which makes up 5 percent or more of the average dry weather capacity of the POTW treatment plant, or more than an average of 25,000 gallons per day (gpd) of process wastewater to the POTW.

(3) All non-categorical dischargers that, in the opinion of the Authority, have a reasonable potential to adversely affect the POTW's operation or violate any pretreatment standard or requirement. This shall include but shall not be limited to all centralized waste treatment discharges, all tank and drum cleaning facilities, and all paint manufacturing facilities.

(4) All non-categorical discharges that contain more than 100 pounds per day of combined BOD and TSS load above that level found in normal wastewater, or that contain more than 1,000 pounds in a month of combined BOD and TSS load above that level found in normal wastewater.

(5) Upon a finding that a user meeting the criteria in subsections (2) and (3) of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the Authority may at any time on its own initiative or in response to a petition received from an industrial user, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such user should not be considered a significant industrial user.

(51) **Significant Noncompliance.** An industrial user is in significant noncompliance if its violation meets one or more of the following criteria:

(i) Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of all measurements taken during a 6-month period exceed (by any magnitude) the numeric pretreatment standard or requirement (including instantaneous limits) for the same pollutant parameter.

(ii) Technical Review Criteria (TRC) violations, defined here as those in which 33 percent or more of all measurements for each pollutant parameter taken during a 6-month period equal or exceed the product of the numeric pretreatment standard or requirement (including instantaneous limits) multiplied by the applicable TRC (TRC = 1.4 for BOD₅, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH).

(iii) Any other violation of a pretreatment effluent limit (instantaneous, daily maximum or longer term average, or narrative standard) that the

Authority determines has caused, alone or in combination with other discharges, interference or pass-through (including endangering the health of Authority personnel or the general public).

- (iv) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare, or to the environment or has resulted in the Authority's exercise of its emergency authority to halt or prevent such a discharge.
 - (v) Failure to meet, within 90 days after the scheduled date, a compliance schedule milestone contained in a local control mechanism or enforcement order for beginning construction, completing construction, or attaining final compliance.
 - (vi) Failure to provide, within 45 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules.
 - (vii) Failure to accurately report noncompliance.
 - (viii) Any other violation or group of violations, which may include violation of a Best Management Practice (BMP), which the Authority determines will adversely affect the operation or implementation of the local pretreatment program.
- (52) **Slug Loading or Slug Discharge.** Any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in section 28-179. A slug discharge is any discharge of a nonroutine, episodic nature, including but not limited to an accidental spill or a noncustomary batch discharge which has a reasonable potential to cause interference or pass-through, or in any other way violate the POTW's local limits or permit conditions.
- (53) **Standard Industrial Classification.** A classification pursuant to the Standard Industrial Classification Manual issued by the Executive, Office of the President, Office of Management and Budget, 1972.
- (54) **Toxic Pollutant.** Any pollutant or combination of pollutants listed as toxic in 40 CFR Part 401 promulgated by the Administrator of the EPA under the provisions of 33 U.S.C. 1317.
- (55) **Treatment Works.** Any devices and systems used in the storage, treatment, recycling, and reclamation of domestic sewage or liquid industrial wastes, including interceptor sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment and appurtenances; extensions, improvements, remodeling, additions and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including land, that will be an integral part of the treatment process or be used for ultimate disposal of residues resulting from such treatment; and including combined storm water and sanitary sewer systems.
- (56) **Twenty-Four-Hour, Flow-Proportional Composite Sample.** A sample consisting of several effluent portions collected during a 24-hour period in which the portions of sample are proportionate to the flow and combined to form a representative sample.
- (57) **Unpolluted Water.** Water to which no constituent has been added, either intentionally or accidentally, which would render such water unacceptable to the State of Georgia or the EPA having jurisdiction thereof for disposal to storm or natural drainage or directly to surface waters.

- (58) **User.** Any person, firm, corporation, or governmental entity that discharges, causes, or permits the discharge of wastewater into a community sewer.
- (59) **Walker County Health Department.** The agency designated by Walker County as responsible for supervision and administration of private wastewater disposal systems in Walker County.
- (60) **Waste.** Sewage and other waste substances (liquid, solid, gaseous, or radioactive) associated with human habitation or of human or animal origin, or from any producing, manufacturing, or processing operation, including such waste placed within containers of whatever nature prior to, and for purposes of, disposal.
- (61) **Wastewater.** Waste and water, whether treated or untreated, discharged into or permitted to enter a community sewer.
- (62) **Wastewater Constituents and Characteristics.** The individual chemical, physical, bacteriological and radiological parameters, including toxicity, volume, and flow rate and such other parameters that serve to define, classify, or measure the contents, quality, quantity, and strength of wastewater.
- (63) **Waters of the State of Georgia.** Any water, surface or underground, within the boundaries of the state.

(b) The following abbreviations shall have the following meanings:

- (1) **BAT.** Best Available Technology.
- (2) **BMP.** Best Management Practice.
- (3) **BPT.** Best Practical Technology.
- (4) **BOD₅.** Biochemical Oxygen Demand (5-day).
- (5) **CFR.** Code of Federal Regulations.
- (6) **COD.** Chemical Oxygen Demand.
- (7) **CWA.** Clean Water Act.
- (8) **CWT.** Centralized Waste Treatment Facility.
- (9) **EPA.** Environmental Protection Agency.
- (10) **EPD.** Georgia Department of Natural Resources, Environmental Protection Division.
- (11) **GMP.** Good Management Practices.
- (12) **MBAS.** Methylene-blue-active substances.
- (13) **mg/l.** Milligrams per liter.
- (14) **NPDES.** National Pollutant Discharge Elimination System.
- (15) **POTW.** Publicly Owned Treatment Works.
- (16) **RCRA.** Resource Conservation and Recovery Act.
- (17) **SIC.** Standard Industrial Classification.
- (18) **SWDA.** Solid Waste Disposal Act, 42 U.S.C. 6901, et seq.

(19) **TSS.** Total Suspended Non-filterable Solids.

(20) **U.S.C.** United States Code.

Section 28-60—28-76. Reserved

DIVISION 2. USE OF PUBLIC SEWERS

Section 28-77. Connection with Sanitary Sewer Required

- (a) **Sewer Connection Required.** Every building having plumbing fixtures installed and intended for human habitation, occupancy, or use on premises abutting a street, alley, or easement in which segment there is a sanitary sewer which is adjacent to the property line of the parcel containing the building shall be considered as being served by the Authority's sanitary sewer system.

All new buildings hereafter constructed on property which is served by the Authority's sewer system shall not be occupied until the connection has been made. The Authority shall make any decision as to the availability of sewers. Notwithstanding the above exceptions, all premises served by the Authority sanitary sewer are subject to sewer user charges as described in section 28-420. Septic tanks shall not be used for new buildings where sanitary sewers are available.

- (b) **Unconnected Sewer Service Lines Prohibited Where Connection is Available.** Except for discharge to a properly functioning septic tank system approved by the Walker County Health Department or discharges permitted by a National Discharge Elimination System permit (hereinafter NPDES) issued by EPD, the discharge of sewage into places other than the Authority's sewer system is prohibited. The owner or occupant of each lot or parcel of land which is now served or which may hereafter be served by the Authority's sewer system shall cease to use any other method for the disposal of sewage except as approved for direct discharge by EPD or by discharge to a properly functioning and approved septic tank.
- (c) **Insufficient Capacity, Connection Moratorium.** In those parts of the Authority sewer system where no additional capacity exists and a sewer moratorium has been established pursuant to orders of EPD, no new or additional sewer connections shall be permitted. Tap permits issued prior to the date of the moratorium may be completed. No tap permits shall be issued for new buildings in a moratorium area after the effective date of the moratorium. A moratorium shall continue in effect until the capacity restriction has been corrected.

Section 28-78. Adequate and Minimum Fixtures

- (a) **Minimum Number of Fixtures.** All new dwellings shall have at least one commode, one bathtub or shower, one lavatory, one kitchen-type sink, and an adequate source of hot water for each family unit to meet minimum basic requirements for health, sanitation, and personal hygiene. All other buildings, structures, or premises intended for human occupancy or use shall be provided with adequate sanitary facilities as may be required by any other law or regulation, but not less than one commode and one hand-washing lavatory.
- (b) **Adequate Water for Disposal of Waste Required.** It shall be unlawful for any person in possession of premises into which a pipe or other connection with the public sanitary sewers and drains have been laid to permit the same to remain without adequate fixtures attached to allow a sufficient quantity of water to be so applied as properly to carry off all waste matter and keep the same unobstructed.

Section 28-79. Right to Enter, Inspect Connection

The County, the building inspector, or designated employees of the Authority shall have free and unobstructed access to any part of the premises where house drains or other drains connected with or draining into the Authority's sewers are laid for the purpose of examining the construction, condition, and method of use of the same, upon cause or reasonable suspicion that there may be inadequate plumbing, that the facilities present may not be properly functioning, that there is an improper discharge, or for a periodic systematic inspection of a particular drainage basin or other large segment of the system at any time of the day between the hours of 7:00 a.m. and 6:00 p.m. or any other time in the event of an emergency. If such entry is refused, the sewer service may be disconnected upon reasonable notice and an opportunity for a hearing. The service may be suspended immediately in the event of an emergency if there is reasonable cause to suspect that the discharge will endanger the public health or the environment, shall have the potential to interrupt the treatment process, or shall damage the Authority's lines or facilities, and a hearing shall thereafter be afforded the user as soon as possible.

Section 28-80. Demolished Buildings and Mobile Homes

When a building is demolished, or in the case of a mobile home, when it is removed from the premises, it shall be the responsibility of the property owner to have the sewer service line plugged securely so that extraneous water will not enter the sewer. The owner of the premises or his agent shall notify the building inspector of such a plug and allow same to be inspected prior to covering of any work. If such line is to be reused, it must first undergo inspection by the building inspector and be in conformity with current standards for building sewers.

Section 28-81. Limitations on Point of Discharge; Temporary Facilities

No person shall discharge any substance directly into a manhole or other opening in an Authority sanitary sewer other than through an approved building sewer unless he has been issued a temporary permit by the Authority. Permission may be granted at the discretion of the Authority to provide for discharges from portable sanitary facilities for festivals or public shows or for other reasonable purposes. The Authority shall incorporate in such a temporary permit such conditions as it deems reasonably necessary to ensure compliance with the provisions of this division. Any discharge other than through an approved building sewer shall be unlawful.

Section 28-82. Vehicle Wash Racks

All new gasoline filling stations, garages, self-service automobile washers, and other public wash racks where vehicles are washed shall install and maintain (i.e., clean on a regular schedule) catch basins in conformity with the plumbing code in accordance with a permit obtained from the building official. In the event any existing premises does not have a catch basin and the sewer line servicing the facility stops up due to grit or slime in the sewer lines, then the owner or operator of such premises shall be required to modify these facilities to construct a catch basin as a condition of continuing use of the system. If such users are industrial users as defined in section 28-255, a permit as specified therein will be required.

Section 28-83. Grease Traps, Grit Traps, Oil Traps, and Lint Traps

All new restaurants, laundries, wash racks, vehicle service stations, private multi-user systems, engine or machinery repair shops, and other facilities that produce grease, grit, oil, lint, or other materials which accumulate and cause or threaten to cause stoppages or impair the efficiency of the Authority's sewers or threaten the safety of its employees, shall install and maintain (i.e., clean on a regular schedule) a grease trap, grit trap, lint trap, oil interceptor, or other appropriate device of standard design and construction to prevent excess discharges of such materials. The design and construction of any such device shall be subject to prior approval of the Authority and constructed in accordance with applicable building codes.

Section 28-84. Multi-User Private Sewer Systems

Excluding those industrial waste facilities with a permit issued pursuant to division 2 of article VI of this chapter, the owner or operator of a private sewer system such as, but not limited to, multi-tenant buildings, building complexes, and shopping centers shall be responsible for the quality of wastewater discharged at the point of connection to the Authority's sanitary sewer system and shall be responsible for any violations of the provisions of this chapter, including liability for the damage or injury caused to the Authority's system as a result of any discharge through the private system.

Section 28-85. Standard Policies on Public Water and Sewer Extensions

The Authority may adopt from time to time standard policies on public water and sewer extensions which are to become part of the Authority's water or sewer systems following completion of construction. These policies may include, but are not limited to, requirements for planning, permitting, approval, and acceptance; design and construction standards; standard specifications; and standard details. Copies of the policies will be made available to engineers, developers, contractors, plumbers, and other parties desiring to extend or connect to the Authority's water or sewer systems.

Section 28-86—28-113. Reserved.

DIVISION 3. BUILDING SEWERS, CONNECTIONS, AND PERMITS

Section 28-114. Installation, Maintenance, Repair of Sewer Service Lines; Charge; Exception

- (a) **Definition.** A standard building sewer or sanitary sewer service line is a 4- or 6-inch pipe extending from the sewer main or trunk location in a street, alley, or easement to the property served by the main or trunk.
- (b) **Installation of Sewer Service Lines.**
 - (1) Four-inch building sewers shall be laid on a grade of at least 1 percent. Larger building sewers shall be laid on a grade that will produce a velocity when flowing full of at least 2 feet per second. The slope and alignment of all building sewers shall be neat and regular.
 - (2) A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another as an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.
 - (3) Cleanouts shall be located 5 feet outside the building; one as it taps onto the utility lateral and one at each change of direction of the building sewer that is greater than 45 degrees. Additional cleanouts shall be placed not more than 75 feet apart in horizontal building sewers of 4-inch nominal diameter and not more than 100 feet apart for larger pipes. Cleanouts shall be extended to or above the finished grade level directly above installation point. Cleanouts shall not be smaller than 4 inches.
 - (4) Building sewers shall be constructed only of one of the following approved materials:
 - (a) Cast iron soil pipe using rubber compression joints of approved type;
 - (b) Polyvinyl chloride pipe with rubber compression joints;
 - (c) ABS composite sewer pipe with solvent-welded or rubber compression joints of approved type; or
 - (d) Similar materials of equal or superior quality following Authority approval. Under no circumstances will cement mortar joints be acceptable. Each

connection to the sewer system must be made at a tee or stubbed-out service line, or in the absence of any other provision, by means of a saddle of a type approved by the Authority, attached to the sewer. No connection may be made by breaking into an existing sewer and inserting the service line.

- (5) The building sewer may be brought into the building below the basement floor when gravity flow from the building to the sewer is at a grade of 1 percent or more where possible. In cases where basement or floor levels are lower than the ground elevation at the point of connection to the sewer, adequate precautions through the installation of check valves or other backflow prevention devices to protect against flooding shall be provided by the owner. In all buildings in which any building drain is too low to permit gravity flow to the sewer, wastes carried by such building drain shall be lifted by an approved means and discharged into the Authority's sewer.
 - (6) The methods to be used in excavating, placing of pipe, jointing, testing, backfilling the trench, or other activities in the construction of a building sewer that have not been described above shall conform to the requirements of the Standard Plumbing Code or other applicable rules and policies adopted by the Authority. Any deviation from the prescribed procedures and materials must be approved by the Manager before installation.
 - (7) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Authority.
 - (8) No person shall make connection of roof downspouts, exterior foundation drains, area drains, basement drains, or other sources of surface runoff or ground water to a building sewer or building drain that in turn is connected directly or indirectly to a public sanitary sewer.
- (c) **Standard Sewer Stub-Outs.** Hereafter, as a part of sanitary sewer projects in Walker County, the Authority shall install, or cause to be installed, standard sanitary sewer service stub-outs from mains or trunks located in a street, alley, or easement to the property line of each lot or residence on the street being sewered. In the case of sewers being constructed in undeveloped subdivisions located within a designated sewer project, the standard sanitary sewer service stub-out may be constructed to each lot as shown by the developer on the plat of the subdivision as filed in the Register's Office of Walker County, Georgia. Sewer service stub-outs will not be constructed at the expense of the Authority in a street where the property is not subdivided and undeveloped. In such cases, a fee shall be charged upon connection to the sewer line as provided in division 2 of article VI of this chapter.
- (d) **Sewer Tap Fee.** A sewer tap fee shall be paid by property owners at the time that application is made to the Authority for permission to tie on to the sanitary sewer line. The collection of such payments shall be the responsibility of the Authority. This service tap fee shall be in addition to any required fees for inspection, street cuts, or other fees.
- (e) **Title and Maintenance.** When a property owner ties into a sanitary sewer service line installed pursuant to subsection (c) of this section and pays the sewer service line charge levied in subsection (d) of this section, the Authority, by appropriate instrument, shall convey and release to the property owner all its right, title, and interest in the sanitary sewer service line so installed by the Authority. Thereafter, all repairs and maintenance of the sanitary sewer service line shall be the responsibility of the property owner or user of the sewer; provided, for all sanitary sewer service lines hereafter installed by developers in subdivisions and not by the Authority, for which no sewer service line charge is charged to the property owner, all repairs and maintenance of such sanitary sewer service lines shall be the responsibility of either the property owner, user of the sewer, or the developer, as

the owner, user, and developer shall agree by separate contract between themselves.

- (f) **Location of Sewer Stub-Outs and Tees.** The plumbing contractor is responsible for locating sewer service line stub-outs and tees. Authority personnel will provide whatever information is available for this purpose. If a manhole needed for locating a service line has been lost, then the Authority shall be responsible for locating the manhole.
- (g) **Taps on Authority Sewers.** Where a sewer service line stub-out has not been provided, the connection to the sanitary sewer shall be made using a wye-type or tee-type connection. If no wye or tee exists within 3 feet of either side of the location shown in the Authority's records, then a tap will be provided by the Authority when the sewer main is uncovered. All taps made directly into the Authority's sewer lines shall be made by Authority personnel. The plumbing contractor shall excavate to the Authority's sewer and expose the pipe in preparation for the tap. Only one service line shall be allowed to be installed in a trench. A tap fee and an inspection fee shall be paid by the property owner at the time application is made to the Authority for permission to connect to the sewer line. The tap fee shall not apply where a sewer service line stub-out charge has been paid under subsection (d) above.
- (h) **Manhole Required.** A new manhole will be required whenever a sewer service line larger than 6 inches is needed to tie into the Authority's sewer. The plumbing contractor shall excavate to the Authority's sewer and sufficiently expose the pipe for installation of a manhole. The Authority's personnel shall install the manhole. The cost of the manhole, including labor and materials, shall be charged to the owner after construction is completed.
- (i) **Maintenance of Sewer Service Lines.** All repairs and maintenance of the sanitary sewer service line to include correction of excessive inflow or infiltration shall be the responsibility of the property owner or user of the sewer. The Authority shall be responsible for the maintenance of collector lines only up to the point where the owner's sewer service line connects to the Authority's lines. The Authority may require the user or owner to make repairs to a sewer service line to correct excessive inflow or infiltration.
- (j) **Exceptions for State Highways and Railroads.** When the installation of sanitary sewer service lines is required for sewers constructed in highways or streets owned by the State of Georgia for which boring rather than open cutting is required by regulation of the State of Georgia, installation shall be at the expense of the property owner, and the provisions of subsection (c) shall not be applicable. Installation of sanitary sewer service lines in state highways or streets must be approved by the Georgia Department of Transportation.
- (k) **Cost of Building Sewers.** All costs and expenses incidental to the installation and connection of the building sewer to the community sewer shall be borne by the owner. All costs and expenses associated with the installation and operation of pumping equipment necessary to lift sewage to the level of the community sewer shall be borne by the owner. The owner shall indemnify the Authority from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
- (l) **Service Lines to Enter Sanitary Sewers at Junction; Exception.** No service lines shall enter a sanitary sewer at any point except where a junction has been made and left therefor unless by special permission of the Authority. In all cases where such permission is given, the work shall be done under the inspection of the Authority's personnel and at the risk and expense of the party making the connection.

Section 28-115. Permit required to make connection

- (a) Before the owner of any property connects such property into the Authority sewer, the owner or owner's agent shall make application to and be issued a permit (work

order) by the Authority. The work shall be performed only by a plumbing contractor approved by the Authority. All connections shall be inspected and approved by the Authority.

- (b) In order to secure the required connection permit, the owner or owner's agent shall make application at the Authority's office. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the Authority. A permit and inspection fee shall be paid to the Authority at the time the application for permit is filed.
- (c) All connections to the public sewer and all building sewers from the building to the public sewer shall be inspected and approved by the building inspector before the underground portion is backfilled or covered.
- (d) The applicant shall notify the building inspector when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the building inspector.
- (e) Connections made without an approved application may be severed by order of the Authority. Such unapproved connection may be allowed to remain active if uncovered, inspected, and accepted; however, the owner shall be required to pay an unapproved/uninspected connection fee in lieu of the permit application fee in an amount double the current regular fee.
- (f) No permit for a connection which may be used for discharge of industrial process wastes or other non-domestic wastes regulated by division 7 of article III of this chapter and which would cause the Authority to violate its NPDES permit, shall be issued except upon separate application to the Authority and approval of the discharge under the provisions of division 7 of article III.

Section 28-116. Sewer Construction; Acceptance of Work

- (a) It is the policy of the Authority to construct conventional gravity sewer systems whenever it is feasible. Low pressure sewer systems with grinder pump installation and use shall be limited to:
 - (1) New residential subdivisions only when the construction of a conventional gravity sewer system is not feasible; the installer of the low pressure sewer system can demonstrate that no other technically feasible alternative is available; and where it is specifically determined by the Board of the Authority to be in the best interest of the Authority; and
 - (2) Existing residential neighborhoods where septic systems have failed and a low-pressure sewer system in the opinion of the Authority is more cost effective and environmentally sound than a conventional sewer system.
- (b) All sewer construction involving sanitary sewer lines, pump stations, metering stations, and appurtenances which are to become a part of the Authority's sewer system shall not be constructed until the plans are approved and the construction inspected and approved by the Authority.
 - (1) All new developments will not be considered for acceptance and continued maintenance by the Authority until all the following conditions have been met:
 - (a) 80 percent of all phases of the developments have been completed.
 - (b) A camera inspection of all sewer lines has been performed by the Authority.
 - (c) An evaluation of all lift and/or pump stations has been conducted by the Authority.
 - (d) The Authority has all utility easements recorded and on file.

- (e) Any deficiency in the system must be repaired and brought up to the Authority's standards before the system will be taken over by the Authority.
- (2) Once these requirements have been met, the Authority will issue the developer a letter of acceptance and assume maintenance responsibility from that time forward. Prior to this all maintenance will be the developer's responsibility.
- (c) The cost of the materials and installation of gravity systems (including laterals from main to property line and cleanouts at the property line) or low pressure systems (including the grinder pump and house lateral) which shall become part of the Authority's system, shall be borne by the installer.
 - (d) Multi-family residential, commercial, industrial, institutional, tourist, and church-related properties shall be responsible for the purchase, installation, and maintenance of necessary pumps, pump basins, electrical appurtenances, and piping to the public right-of-way required for sewer service to said establishments.
 - (e) Any construction work where the Authority's sewers are opened, uncovered, or undercut must have the prior approval of the Authority.

Section 28-117—28-145. Reserved.

DIVISION 4. PRIVATE DOMESTIC WASTEWATER DISPOSAL

Section 28-146. Availability.

Where a public sanitary sewer is not available under the provisions of section 28-77, the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this article.

Section 28-147. Requirements.

- (a) A private domestic wastewater disposal system may not be constructed within the sewer service area unless and until a written statement is obtained from the Authority stating that a public sewer is not accessible to the property and no such sewer is proposed for construction in the immediate future. No written statement shall be issued for any private domestic wastewater disposal system employing subsurface soil absorption facilities where the area of the lot is less than that specified by zoning regulations and the Walker County Health Department.
- (b) Before commencement of construction of a private sewage disposal system, the owner shall first obtain written permission from the Walker County Health Department. The owner shall supply any plans, specifications, and other information as are deemed necessary by the Walker County Health Department.
- (c) A private sewage disposal system shall not be placed in operation until the installation is completed to the satisfaction of the Walker County Health Department. They shall be allowed to inspect the work at any stage of construction and, in any event, the owner shall notify the Walker County Health Department when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within a reasonable period of time after the receipt of notice by the Walker County Health Department.
- (d) The type, capacity, location, and layout of a private sewage disposal system shall comply with all recommendations of EPD and the Walker County Health Department. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

- (e) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times at no expense to the Authority.
- (f) No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by the Walker County Health Department.

Section 28-148—28-177. Reserved.

DIVISION 5. PROHIBITIONS AND LIMITATIONS ON DISCHARGES

Section 28-178. Purpose and Policy

This section establishes limitations and prohibitions on the quantity and quality of wastewater which may be legally discharged into the POTW. Pretreatment of some wastewater discharges will be required to achieve the goals established by this article and the Clean Water Act. The specific limitations set forth in section 28-188 hereof, and other prohibitions and limitations of this article, are subject to change as necessary to enable the Authority to provide efficient wastewater treatment, to protect the public health and environment, and to enable the Authority to meet requirements contained in its NPDES permit. The Authority shall review said limitations from time to time to ensure that they are sufficient to protect the health and safety of sewer system personnel and the operation of the treatment works, to enable the facility to comply with its NPDES permit, to provide for a cost-effective means of operating the treatment works, and to protect the public health and the environment. The Authority shall recommend changes or modifications as necessary.

Section 28-179. Prohibited Pollutants

No person shall introduce into the POTW any pollutant(s) which cause pass-through or interference. Additionally, the following specific prohibitions apply:

- (1) Pollutants which create a fire or explosion hazard in the POTW, including but not limited to, pollutants with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60 degrees centigrade), as determined by a Pensky-Martens closed-cup tester, using the test method specified in the American Society for Testing and Materials (ASTM) D-93-79 or D-93-80k, or a Setaflash closed-cup tester, using the test method specified in ASTM D-3278-78, or pollutants which cause an exceedance of 10 percent of the lower explosive limit (LEL) at any point within the POTW.
- (2) Pollutants which cause corrosive structural damage to the POTW, but in no case discharges with a pH lower than 5.5 or higher than 10.0, except as provided in section 28-187.
- (3) Solid or viscous pollutants in amounts which cause obstruction to the flow of the sewers or other interference with the operation of or which cause injury to the POTW, including waxy or other materials which tend to coat and clog a sewer line or other appurtenances thereto.
- (4) Any pollutant, including oxygen demanding pollutants (BOD, etc.), released in a discharge (slug) of such volume or strength as to cause interference in the POTW or individual unit operations or cause adverse effects on its workers or the environment.

- (5) Heat in amounts which will inhibit biological activity in the POTW resulting in interference, but in no case heat in such quantities that the temperature at the treatment works influent exceeds 40 degrees centigrade (104 degrees Fahrenheit). Unless a higher temperature is allowed in the user's wastewater discharge permit, no user shall discharge into any sewer line or other appurtenance of the POTW wastewater with a temperature exceeding 63.5 degrees centigrade (150 degrees Fahrenheit).
- (6) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker's health and safety problems.
- (7) Any trucked or hauled pollutants, except at discharge points designated by the POTW.
- (8) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that cause interference or pass-through.
- (9) Any noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance, a hazard to life, or to prevent entry into the sewers for maintenance and repair.
- (10) Any wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the Authority's NPDES permit.
- (11) Any sludges, screenings, or other residues from the pretreatment of industrial wastes.
- (12) Any wastewater causing the treatment plant's effluent to fail a toxicity test.
- (13) Any wastes containing detergents, surface active agents, or other substances which may cause excessive foaming in the POTW.

Section 28-180. Affirmative Defenses.

(a) Upset

- (1) For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the industrial user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- (2) An upset shall constitute an affirmative defense to an action brought for noncompliance with pretreatment standards if the requirements of subsection (a)(3) of this section are met.
- (3) An industrial user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (a) An upset occurred and the industrial user can identify the cause(s) of the upset.
 - (b) The facility was at the time being operated in a prudent and workmanlike manner and in compliance with applicable operation and maintenance procedures.
 - (c) The industrial user has submitted the following information to the POTW and treatment plant operator within 24 hours of becoming

aware of the upset (if this information is provided orally, a written submission must be provided within 5 days):

1. A description of the indirect discharge and cause of noncompliance.
 2. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue.
 3. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- (4) In any enforcement proceeding, the industrial user seeking to establish the occurrence of an upset shall have the burden of proof.
- (5) Industrial users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.
- (6) The industrial user shall control production or all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.
- (b) An industrial user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general and specific prohibitions in division 5 of this article if it can prove that it did not know or have reason to know that its discharge, alone or in conjunction with discharges from other sources, would cause pass-through or interference and that either:
- (1) A local limit exists for each pollutant discharged and the industrial user was in compliance with each limit directly prior to, and during, the pass-through or interference, or
 - (2) No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the Authority was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

Section 28-181. Wastewater constituent evaluation.

- (a) The wastewater of every industrial user shall be evaluated using the following criteria:
- (1) Wastewater containing any element or compound which is known to be an environmental hazard and which is not adequately removed by the treatment works.
 - (2) Wastewater causing a pass-through, discoloration, foam, floating oil and grease, or any other condition in the quality of the Authority's treatment work effluent such that receiving water quality requirements established by law cannot be met.
 - (3) Wastewater causing conditions at or near the Authority's treatment works which violate any statute, rule, or regulation of any public agency of Georgia or the United States.
 - (4) Wastewater containing any element or compound known to act as a lacrimator, known to cause nausea, or known to cause odors constituting a public nuisance.
 - (5) Wastewater causing interference with the effluent or any other product of the treatment process, residues, sludges, or scums causing them to be unsuitable for

reclamation, reuse, causing interference with the reclamation process, or causing them to be unsuitable for disposal.

- (6) Wastewater discharged at a point in the collection system that is upstream of any overflow, bypass, or combined sewer overflow and which may thereby cause special environmental problems or specific discharge limitations.
- (7) Wastewater having constituents and concentrations in excess of those listed in Section 6-11 or cause a violation of the limits in section 28-189.
- (8) The capacity of existing sewer lines to carry the anticipated wastewater flow, particularly with respect to any problems, overflows, or overloads caused by heavy rain infiltration.
- (b) The Authority shall establish reasonable limitations, prohibitions, or monitoring requirements in addition to the limits established pursuant to sections 28-179 and 28-188 in the wastewater discharge permit of any industrial user that discharges wastewater violating any of the above criteria or that has processes that generate wastewater that could violate any of the above criteria prior to pretreatment as shall be reasonably necessary to achieve the purpose and policy of this division.

Section 28-182. National pretreatment standards.

- (a) Certain industrial users are now or hereafter shall become subject to national pretreatment standards promulgated by the EPA specifying quantities or concentrations of pollutants or pollutant properties which may be discharged into the POTW. All industrial users subject to such a standard shall comply with all requirements and with any additional or more stringent limitations contained in this article. Compliance with national pretreatment standards for existing sources subject to such standards or for existing sources which hereafter become subject to such standards shall be achieved within 3 years following promulgation of the standards unless a shorter compliance time is specified. Compliance for new sources shall be required upon promulgation. New sources shall have in operating condition and shall start up all pollution control equipment required to meet applicable pretreatment standards before beginning to discharge. Within the shortest feasible time (not to exceed 90 days), new sources must meet all applicable pretreatment standards.
- (b) The industrial user may request a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15. They may also request a variance from the categorical pretreatment standard from EPA. Such a request will be approved only if the industrial user can prove that factors relating to its discharge are fundamentally different from the factors considered by EPA when establishing that pretreatment standard. An industrial user requesting a fundamentally different factor variance must comply with the procedural and substantive provisions in 40 CFR 403.13.

Section 28-183. Dilution.

Except where expressly authorized by an applicable national pretreatment standard, no industrial user shall increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitution for adequate treatment to achieve compliance with such standard. The Authority may impose mass limitations on industrial users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

Section 28-184. Limitation on radioactive waste.

No person shall discharge or permit to be discharged any radioactive waste into a community sewer, except as follows:

- (1) When the person is authorized to use radioactive materials by EPD or the Nuclear Regulatory Commission (NRC).

- (2) When the waste is discharged in strict conformity with applicable laws and regulations of the agencies having jurisdiction.
- (3) When a copy of permits received from said regulatory agencies has been filed with the Authority.

Section 28-185. Limitation on pH excursions.

- (a) Where an industrial user continuously measures wastewater pH, the user shall maintain the pH of such wastewater within the range set forth in this sewer use article, except excursions from the range are permitted subject to the following limitations:
 - (1) The total time during which the pH values are outside the required range of pH values shall not exceed 7 hours and 26 minutes in any calendar month.
 - (2) No individual excursion from the range of pH values shall exceed 60 minutes duration.
 - (3) No individual excursion shall fall below a pH of 5.0.
- (b) An excursion is an unintentional and temporary incident in which the pH value of discharge wastewater falls outside the range of pH values set forth by this article. This provision for temporary pH excursions shall only apply to permitted industrial users in the Chickamauga Sewer Service Area.

Section 28-186. Septic tank pumping, hauling, and discharge.

No person shall discharge septage from vacuum or cesspool pump trucks or other liquid waste transport trucks directly or indirectly into the POTW, unless that person first receives from the Authority a septic tank discharge permit. All applicants for a septic tank discharge permit shall complete the forms required by the Authority, pay appropriate fees, and agree in writing to abide by the provisions of this division and any special conditions or regulations established by the Authority.

- (1) Septic tank discharge permits are not automatically renewed and are valid only on the day of issuance. Application for renewal must be made to the Authority for each discharge.
- (2) Persons shall be subject to debarment from further permits by the Authority for violation of any provisions of this Code, regulations as established by the Authority, or other applicable laws and regulations. Such debarment shall be for a period not to exceed 3 years and shall bind the permittee, any member of the immediate family of the permittee, or any person who has purchased the business or a substantial amount of the assets of the permittee who paid less than fair market value for such business or assets. Users found operating in violation of a permit issued under this subsection and who are debarred from further permits by the Authority shall be notified of the violation by certified mail or by a notice personally delivered to the user.
- (3) Such permits shall be limited to the discharge of domestic sewage waste containing no industrial waste and no grease trap pumpage. All other hauled wastes shall be governed by section 28-187. Any user transporting, collecting, or discharging non-domestic industrial process wastewaters or a mixture of such wastewaters with domestic wastewater shall obtain a holding tank discharge permit in accordance with section 28-187.
- (4) The Authority shall designate the locations and times where such trucks may be discharged and may refuse to accept any truckload of waste at its absolute discretion where it appears that the waste could interfere with the effective operation of the treatment works or any sewer line or appurtenance thereto, or where it appears that a truckload of waste contains industrial process waste or a mixture of domestic sewage and industrial process waste.

- (5) The Authority shall have authority to investigate the source of any hauled waste and to require testing of the waste at the expense of the discharger prior to discharge.

Section 28-187. Other holding tank waste.

No user shall discharge any other holding tank wastes, including hauled industrial waste, into the POTW unless he has been issued a holding tank discharge permit by the Authority. Unless otherwise allowed under the terms and conditions of the permit, a separate permit must be secured for each separate discharge. All applicants for a holding tank discharge permit shall complete forms required by the Authority, pay appropriate fees, and agree in writing to abide by the provisions of this division and any special conditions or regulations established by the Authority. All such dischargers and transporters must show that they have complied with federal manifests and other regulations under RCRA. The permit shall state the specific location of the discharge, the time of day the discharge is to occur, the volume of the discharge, and the source and character of the waste, and shall limit the wastewater constituents and characteristics of the discharge. The user shall pay any applicable charges or fees and shall comply with the conditions of the permit. However, the Authority may waive at its discretion the application and the fees for discharge of domestic waste from a recreational vehicle holding tank.

Section 28-188. Limitations on wastewater strength (local limits.)

- (a) No user shall discharge wastewater with pollutant concentrations in excess of the concentration set forth in tables 28-189.1, 2, or 3 (as applicable) unless:

(1) An exception has been granted the user under the provisions of section 28-229; or

(2) The user's wastewater discharge permit provides a special permit condition temporarily allowing a higher interim concentration level in conjunction with a requirement that the user construct a pretreatment facility or institute changes in operation and maintenance procedures to reduce the concentration of pollutants to levels not exceeding the standards set forth in the table within a fixed period of time.

- (b) Concentrations apply at the point where the industrial waste is discharged to the POTW. All concentrations for metallic substances are for "total" metal unless indicated otherwise. At his discretion, the Authority Manager may impose mass limitations in addition to or in place of the concentration based limitations above.

Section 28-189. Criteria to protect the treatment plant influent.

The Authority shall monitor the treatment works influent for the Chickamauga Sewer Service Area for each pollutant in table 22-189.4. Industrial users shall be subject to the reporting and monitoring requirements set forth in division 5 of this article as to these pollutants. In the event that the influent at the treatment works reaches or exceeds the established levels, the Authority shall initiate technical studies to determine the cause of the influent violation and shall recommend remedial measures as necessary, including but not limited to, the establishment of new or revised pretreatment levels for these pollutants. The Authority shall also recommend changes to any of these criteria in the event the POTW effluent standards or applicable laws or regulations are changed, or when changes are necessary for a more effective operation.

TABLE 22-189.1. Limitations on Wastewater Strength
Chickamauga Sewer Service Area

Parameter	Maximum Concentration (24-Hour Flow Proportional Composite Sample) (mg/l)	Maximum Concentration (Grab Sample) (mg/l)
BOD ₅	1,400	---
COD	3,500	---
Total Suspended Solids	1,200	---
Antimony	5.0	---
Arsenic	0.15	---
Beryllium	0.061	---
Chromium Total	5.0	---
Chromium (VI)	---	0.72
Cyanide	---	0.70
Mercury	0.0013	---
Zinc	0.32	---
Cadmium	0.011	---
Copper	2.19	---
Lead	0.16	---
Molybdenum	0.097	---
Nickel	1.55	---
Silver	1.08	---
Selenium	0.33	---
Benzene	---	0.5
Carbon Tetrachloride	---	0.5
Chlorobenzene	---	5.0
Chloroform	---	5.0
Ethylbenzene	---	5.0
Methylene Chloride	---	0.14
Phenols	---	5.0
Tetrachloroethylene	---	0.7
Toluene	---	5.0
Trichloroethylene	---	0.5
Oil and Grease	---	100

TABLE 22-189.2 Limitations on Wastewater Strength
Chattanooga Sewer Service Area

Parameter	Maximum Concentration (24-Hour Flow Proportional Composite Sample) (mg/l)	Maximum Concentration (Grab Sample) (mg/l)
Cadmium	0.13	---
Chromium	5.0	---
Copper	3.8	---
Cyanide	---	0.35
Lead	1.5	---
Mercury	0.05	---
Molybdenum	4.6	---
Nickel	5.0	---
Phenols	---	2.46
Silver	1.0	---
Zinc	5.0	---

TABLE 22-189.3 Limitations on Wastewater Strength
Lafayette Sewer Service Area

Parameter	Maximum Concentration (30-Day Average) (mg/l)	Maximum Concentration Any One Sample (mg/l)
BOD ₅	1500	2250
COD	Monitor Only	Monitor Only
Total Suspended Solids	450	675
Ammonia Nitrogen	60	100
Phosphorus	35	50
Oil and Grease	150	225
MBAS (Surfactant)	70	100
Phenols (Total)	5.0	7.5
Antimony	225	337
Arsenic	0.02	0.03
Cadmium	0.03	0.045
Chromium-Total	4.6	6.90
Copper	0.70	1.10
Cyanide	0.07	0.10
Lead	0.12	0.18
Mercury	0.0002	0.0003
Molybdenum	0.06	0.09
Nickel	0.30	0.45
Selenium	0.04	0.06
Silver	0.10	0.15
Zinc	2.5	3.75
Total Toxic Organics	--	2.13

TABLE 22-189.4 Treatment Plant Protection Criteria
Chickamauga Sewer Service Area

Pollutant	Protection Criteria (mg/l)
Conventional Pollutant	
BOD ₅	667
COD	1,668
Total Suspended Solids	600
Non-Conventional Pollutant	
Antimony	12.92
Arsenic	0.016
Beryllium	0.0061
Cadmium	0.0036
Chromium - Total	0.90
Chromium - Hexavalent	0.26
Copper	0.31
Cyanide	0.071
Lead	0.034
Mercury	0.00013
Molybdenum	0.018
Nickel	0.18
Phenols	12.73
Selenium	0.035
Silver	0.11
Zinc	0.27
Volatile Organics	
Benzene	5.15
Carbon Tetrachloride	0.32
Chlorobenzene	98
Chloroform	9.0
Ethylbenzene	180
Methylene Chloride	0.016
Tetrachloroethylene	0.33
Toluene	45
Trichloroethylene	5.5

Section 28-190. Storm Drainage, groundwater, unpolluted water, and contaminated stormwater.

- (a) No stormwater, groundwater, rain water, street drainage, rooftop drainage, basement drainage, subsurface drainage, foundation drainage, yard drainage, swimming pool drainage, process water drainage, cooling water, or other unpolluted or minimally polluted water shall be discharged into the Authority's sewer unless no other reasonable alternative is available, except with permission from the Authority. Reasonable conditions shall be prescribed, and a sewer service charge will be issued based upon the quantity of water discharged as measured by a flowmeter or a reasonable estimate accepted by the Authority. All users shall be required to maintain their private sewer lines so as to prevent infiltration of ground or storm water as a condition of use of the system and shall immediately repair or replace any leaking or damaged lines.
- (b) The Authority will accept the discharge of contaminated storm water if the following criteria are met:
 - (1) all known and available technology will not prevent contamination or treat contaminated water to meet state standards for discharge to receiving waters or will cause unreasonable financial burden;
 - (2) the contaminated storm water meets the Authority's discharge limits and all state and federal pretreatment requirements; and
 - (3) the volume of the discharge will not exceed the hydraulic loading in the collection system or the treatment plant.

Section 28-191. Limitations on the Use of garbage grinders.

No waste from commercial or institutional garbage grinders shall be discharged into the Authority's sewers except from private garbage grinders used in an individual residence or upon approval of the Authority for preparation of food consumed on premises, and then only where applicable fees are paid. Installation of any garbage grinder equipped with a three-fourths horsepower (or greater) motor shall require approval. The Authority may grant approval when there is inadequate space on the user's premises to properly store food preparation waste between regularly scheduled garbage pickup, by a service with an equal or greater frequency of collection; provided, further, that such grinders shall shred the waste sufficiently that it can be carried freely under normal flow conditions prevailing in the Authority's sewer lines. It shall be unlawful for any person to use a garbage grinder connected to the sewer system for the purpose of grinding and discharging plastic, paper products, inert materials, or anything other than the waste products from normal food preparation and consumption.

Section 28-192. Hospital or medical waste.

It shall be unlawful for any person to dispose of medical waste, surgical operating room waste, or delivery room waste into the Authority's sewer.

Section 28-193. Obstruction of or damage to sewer lines.

It shall be unlawful for any person to deposit or cause to be deposited any waste which may obstruct or damage storm or sanitary sewer lines or which may inhibit, disrupt, or damage either system, including the sewer treatment process and operations. This prohibition includes all substances, whether liquid, solid, gaseous, or radioactive and whether associated with human habitation, of human or animal origin, or from any producing, manufacturing, or processing. It shall be unlawful to block or obstruct any catch basin, sewer line, or other appurtenance; or to break, injure, or remove any portion from any part of a sewer, drain, or catch basin, including plates covering manholes.

Section 28-194. Tenant responsibility.

Where an owner of property leases premises to any other person as a tenant under any rental or lease agreement, if either the owner or the tenant is an industrial user, either or both may be held responsible for compliance with the provisions of this division.

Section 28-195. Mass and concentration limits.

- (a) When the limits in a categorical pretreatment standard are expressed only in terms of mass of pollutant per unit of production, the Authority may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for the purpose of calculating effluent limitations applicable to individual industrial users. In calculating equivalent mass per day limitations, the mass limits in the standard shall be multiplied by the user's average rate of production. The average rate of production shall not be based on the design production capacity, but rather upon a reasonable measure of the industrial user's actual long-term daily production. For new sources, actual production shall be estimated using projected production. In calculating equivalent concentration limitations, the mass limits in the standard shall be divided by the average daily flow rate of the industrial user's regulated process wastewater. The average daily flow rate shall be based on a reasonable measure of the user's actual long-term average flow rate. Any day in which the facility does not have a discharge should not be included in the calculation of average flow.
- (b) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the Authority shall impose an alternate limit in accordance with section 28-199.
- (c) Equivalent limitations calculated in accordance with sections 28-196 through 28-199 are deemed pretreatment standards under federal and state law. The Authority must document how the equivalent limits were derived from concentration to mass limits, or vice versa, and make this information available to the public. Once included in its permit, the industrial user must comply with the equivalent limitations in lieu of the promulgated categorical standards from which the equivalent limitations were derived.
- (d) Any industrial user operating under a control mechanism incorporating equivalent mass or concentration limits calculated from a production-based standard shall notify the Authority within two (2) business days after the user has a reasonable basis to know that the production level will significantly change within the next calendar month. Any user not notifying the Authority of such anticipated change will be required to meet the mass or concentration limits in its original control mechanism that were based on the original estimate of the long-term production rate.

Section 28-196. Net/Gross calculation.

Categorical pretreatment standards may be adjusted to reflect the presence of pollutants in the industrial user's intake water in accordance with this section. Any industrial user wishing to obtain credit for intake pollutants must make application to the Authority. Upon request of the industrial user, the applicable standard will be calculated on a net basis (i.e., adjusted to reflect credit for pollutants in the intake water) if the following criteria are met:

- (1) Either:
 - (a) The applicable categorical pretreatment standards contained in 40 CFR Subchapter N specifically provide that they will be applied on a net basis; or
 - (b) The industrial user demonstrates that the control system it proposes or uses to meet applicable categorical pretreatment standards would, if properly installed and operated, meet the standards in the absence of pollutants in the intake waters.

- (2) Credit for generic pollutants such as BOD, TSS, and oil and grease will not be granted unless the industrial user demonstrates that the constituents measured in the user's effluent are substantially similar to the constituents in the intake water, or unless appropriate additional limits are placed on the process water pollutants either at the outfall or elsewhere.
- (3) Credit will be granted only to the extent necessary to meet the applicable categorical pretreatment standards, up to a maximum value equal to the influent value. Additional monitoring may be necessary to determine eligibility for credits and compliance with standards adjusted under this section.
- (4) Credit will be granted only if the user demonstrates that the intake water is drawn from the same body of water as that into which the POTW discharges. The Authority may waive this requirement if he/she finds that no environmental degradation will result.

Section 28-197. Equivalent mass units.

When the limits in a categorical pretreatment standard are expressed only in terms of pollutant concentrations, the industrial user may request that the Superintendent convert the limits to equivalent mass limits. The determination to convert concentration to mass limits is within the discretion of the Authority. The Authority may establish equivalent mass limits only if the industrial user meets all the following conditions of subsection (1) a through e of this section:

- (1) To be eligible for equivalent mass limits, the industrial user must:
 - (a) Employ, or demonstrate that it will employ, water conservation methods and technologies that substantially reduce water use during the term of its control mechanism;
 - (b) Currently use control and treatment technologies adequate to achieve compliance with the applicable categorical pretreatment standard, and not have used dilution as a substitute for treatment;
 - (c) Provide sufficient information to establish the facility's actual average daily flow rate for all waste streams, based on data from a continuous effluent flow monitoring device, as well as the facility's long-term average production rate. Both the actual average daily flow rate and the long-term average production rate must be representative of current operating conditions;
 - (d) Not have any flow rates, production levels, or pollutant levels that vary so significantly that equivalent mass limits are not appropriate to control the discharge; and
 - (e) Have consistently complied with all applicable categorical pretreatment standards during the period prior to the industrial user's request for equivalent mass limits.
- (2) An industrial user subject to equivalent mass limits must:
 - (a) Maintain and effectively operate control and treatment technologies adequate to achieve compliance with equivalent mass limits;
 - (b) Continue to record the facility's flow rates through the use of a continuous effluent flow monitoring device;
 - (c) Continue to record the facility's production rates and notify the Authority whenever production rates are expected to vary by more than 20 percent from the baseline production rates determined in subsection (1)c of this section. Upon notification of a revised production rate, the Authority must reassess the equivalent mass limit and revise the limit as necessary to reflect changed conditions at the facility; and

- (d) Continue to employ the same or comparable water conservation methods and technologies as those implemented pursuant to subsection (1)a above so long as it discharges under an equivalent mass limit.
- (3) If the Authority chooses to establish equivalent mass limits, it:
- (a) Must calculate the equivalent mass limit by multiplying the actual daily flow rate of the regulated process(es) of the industrial user by the concentration-based daily maximum and monthly average limits of the applicable categorical pretreatment standard and the appropriate unit conversion factor;
 - (b) Upon notification of a revised production rate, must reassess the equivalent mass limit and recalculate the limit as necessary to reflect changed conditions at the facility; and
 - (c) May retain the same equivalent mass limit in subsequent control mechanism terms if the industrial user's actual average daily flow rate was reduced solely as a result of the implementation of water conservation methods and technologies, and the average daily flow rates used in the original calculation of the equivalent mass limit were not based upon the use of dilution as a substitute for treatment. The user must also be in compliance with section 28-227 regarding prohibition of bypasses.

Section 28-198. Equivalent concentration limits.

The Authority may convert the mass limits of categorical pretreatment standards of 40 CFR Parts 414, 419, and 455 to concentration limits for purposes of calculating limitations applicable to individual industrial users. The conversion is at the discretion of the Authority. When converting such limits to concentration limits, the Authority may use the concentrations listed in the applicable subparts of 40 CFR Parts 414, 419, and 455 and document that dilution is not being substituted for treatment as prohibited by section 28-183.

Section 28-199. Combined waste stream formula.

Where process effluent is mixed prior to treatment with wastewaters other than those generated by the regulated process, fixed alternative discharge limits may be derived by the Authority, or by the industrial user with the consent of the Authority. The alternative limits shall be applied to the mixed effluent. When deriving alternative categorical limits, the Authority or industrial user shall calculate both an alternative daily maximum value using the maximum value(s) specified in the appropriate categorical pretreatment standard(s) and an alternative consecutive sampling day average value using the monthly average value(s) specified in the appropriate categorical pretreatment standard(s). The industrial user shall comply with the alternative daily maximum and monthly average limits fixed by the Authority until the Authority modifies the limits or approves an industrial user's modification request. Modification is authorized whenever there is a material or significant change in the values used in the calculation to fix alternative limits for the regulated pollutant. An industrial user must immediately report any such material or significant change to the Authority.

- (1) *Alternative limit calculation.* Alternative limits shall be calculated using the formula and instructions in 40 CFR 403.6(e).
- (2) *Alternative limits below detection limit.* An alternative pretreatment limit may not be used if the alternative limit is below the analytical detection limit of any regulated pollutants.
- (3) *Choice of monitoring location.* Where a regulated process waste stream is combined prior to treatment with wastewaters other than those generated by the regulated process, the industrial user may monitor either the segregated process waste stream or the combined waste stream for the purpose of determining compliance with the applicable pretreatment standards. If the industrial user

chooses to monitor the segregated process waste stream, it shall apply the applicable categorical pretreatment standard. If the user chooses to monitor the combined waste stream, it shall apply the alternative discharge limit calculated using the combined waste stream formula as described in this section. The industrial user may change monitoring locations only after receiving prior approval from the Authority. The industrial user may not use dilution as a substitute for adequate treatment to achieve compliance with applicable standards.

Section. 28-200—28-221. Reserved.

DIVISION 6. CONTROL OF PROHIBITED POLLUTANTS

Section 28-222. Pretreatment requirements.

Industrial users of the POTW shall design, construct, operate, and maintain wastewater pretreatment facilities when necessary to reduce or modify the user's wastewater composition to achieve compliance with the limitations in wastewater strength set forth in section 28-188, to meet applicable national pretreatment standards, to prevent slug discharges, or to meet any other wastewater condition or limitation contained in the industrial user's wastewater discharge permit.

Section 28-223. Plans and specifications.

(a) Plans and specifications for wastewater monitoring and pretreatment facilities shall be prepared, signed, dated, and sealed by a registered engineer, and be submitted to the Authority for review in accordance with accepted engineering practices. The Authority shall review the plans within 45 days of receipt and recommend to the industrial user any appropriate changes. Prior to beginning construction of a monitoring or pretreatment facility, the user shall submit a set of construction plans and specifications to be maintained by the Authority. Prior to beginning construction, the industrial user shall also secure building, plumbing, and all other required permits.

(b) The industrial user shall construct the pretreatment facility within the time provided in the industrial user's wastewater discharge permit. Following completion of construction, the industrial user shall provide the Authority with as-built drawings to be maintained by the Authority. The review of such plans and specifications will in no way relieve the user from the responsibility of modifying the facilities as necessary to produce an effluent complying with the provisions of this division. Any subsequent changes in the pretreatment facilities or methods of operations shall be reported to and be approved by the Authority prior to implementation.

Section 28-224. Prevention of accidental discharges.

All users shall provide such facilities and institute such procedures as are reasonably necessary to prevent or minimize the potential for accidental discharge into the POTW of waste regulated by this article from liquid or raw material storage areas, from truck loading and unloading areas, from in-plant transfer or processing and materials handling areas, and from diked areas or holding ponds of any waste regulated by this article. The wastewater discharge permit of any industrial user who has a history of significant leaks, spills, or other accidental discharge of waste regulated by this article shall be subject on a case-by-case basis to a special permit condition or requirement for the construction of facilities or establishment of procedures which will prevent or minimize the potential for accidental discharge. Plans, specifications, and operating procedures for special permit conditions shall be developed by the user and submitted to the Authority for review under the provisions of section 28-223.

Section 28-225. Oil and grease discharge control program.

(a) Disposal of oil by discharge to the sewer system is not permitted. Oils include automotive lubricating oils, transmission and brake fluid, other industrial oils, and vegetable oils used in a restaurant or food processing facility.

(b) The Authority shall contact all wastewater discharge permit holders, restaurants, service stations, septic tank pumpers, commercial food processors, oil tank firms and transporters, and others as appropriate, by letter as often as needed to advise them of requirements for oil and grease discharge control. These dischargers will also be informed of approved oil and grease disposal options available in the Walker County vicinity. The dischargers of oil and grease waste shall be required to provide an equivalent of primary treatment based on gravity separation of visible and floating oil and grease and oil and grease sludge from wastewater discharges. Such pretreatment processes shall be subject to the good management practices as required by section 28-229(f) and approval by the Authority. Dischargers shall also be subject to monitoring, entry, inspection, reporting, and other requirements as determined by the Authority at its discretion. These dischargers may be required by the Authority to apply for industrial waste discharge permits if the Authority determines that the dischargers are a source of prohibited pollutants, toxic pollutants in toxic amounts, or are otherwise controlled by federal or state regulations. All dischargers of oil and grease as listed above are subject to all enforcement and penalty provisions of this article.

Section 28-226. Slug discharge control program.

- (a) Each user shall provide protection from slug discharges of restricted materials or other substances regulated by this article as defined in section 28-59. No significant industrial user who commences discharge to the sewerage system shall be permitted to introduce pollutants into the system until the need for slug discharge control plans or procedures has been evaluated by the Authority.
- (b) Certain users will be required to prepare Slug Discharge Prevention and Contingency Plans (SDPC) showing facilities and operating procedures to provide this protection. These plans shall be submitted to the Authority for review and approval. All existing users required to have SDPC plans shall submit such a plan within 3 months after notification from the Authority and complete implementation within 6 months. Review and approval of such plans and operating procedures shall not relieve the user from the responsibility to modify the user's facility as necessary to meet the requirements of this article.
- (c) Sludge Discharge Prevention Plans shall address at a minimum, the following:
 - (1) Description of discharge practices, including nonroutine batch discharges.
 - (2) Description of stored chemicals.
 - (3) Procedures for immediately notifying the POTW of any accidental or slug discharge. Such notification must also be given for any discharge which would violate any of the prohibited discharges in section 28-179.
 - (4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.
- (d) In the case of a slug discharge, it is the responsibility of the user to *immediately* notify the POTW of the incident by telephone or in person. Information concerning the location of the discharge, type of waste, concentration and volume, and corrective action shall be provided by the user.

Within 5 days following a slug discharge, the user shall submit a detailed written report describing the cause of the discharge and the measures being taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the sewerage system, fish kills, or any other damage to person or property, nor shall notification relieve the user of any fines, civil

penalties, or other liability which may be imposed by this article or other applicable law.

- (e) A notice shall be permanently posted on the user's premises advising employees of a contact to call in the event of a slug discharge. The user shall ensure that all employees who may cause or allow such slug discharge to occur are advised of the proper emergency notification procedure.
- (f) Each significant industrial user shall immediately notify the Authority of any changes at its facility affecting the potential for a slug discharge.

Section 28-227. Prohibition of bypass.

- (a) Except as allowed in subsection (c) of this section, bypass is prohibited, and the Authority may take enforcement action against an industrial user for a bypass, unless:
 - (1) The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage.
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance.
 - (3) The industrial user submitted notices as required under in section 28-306.
- (b) The Authority may approve an anticipated bypass after considering its adverse effect if the Authority determines that it will meet the three conditions listed in subsection (a) of this section.
- (c) **Bypass Not Violating Applicable Pretreatment Standards or Requirements.** An industrial user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to ensure efficient operation. These bypasses are not subject to the reporting provisions of section 28-306.

Section 28-228. Centralized waste treatment (CWT) facilities.

The Authority shall establish effluent limits for CWT facilities in order that the level of pollution discharged from the CWT through the POTW to the environment will not exceed the level that would be allowed if the CWT discharged directly to surface waters under Section 301(b)(2) of the Act (33 U.S.C. 1311). Additionally, CWT facilities shall maintain records and submit reports as directed by the Authority regarding the SIC codes of their customers and the frequency, characteristics, and volume of wastes from the various categories.

Section 28-229. Temporary exception to wastewater strength standard (local limits).

- (a) **Applicability.** This section provides a method for industrial users subject to the limitation on wastewater strength pollutants listed in section 28-188 to apply for and receive a temporary exception to the discharge level for one or more pollutants or parameters.
- (b) **Time of Application.** Applicants shall apply for a temporary exception when they are required to apply for a wastewater discharge permit or renewal provided that the Authority allows applications at any time unless the applicant has submitted the same or a substantially similar application within the preceding year that was denied by the Board.
- (c) **Written Applications.** All applications for an exception shall be in writing and shall contain sufficient information for evaluation of each of the factors to be considered by the Authority pursuant to subsection (d) of this section.
- (d) **Review by Authority.** All applications for an exception shall be reviewed by the Authority. If the application does not contain sufficient information for complete evaluation, the Authority shall notify the applicant of the deficiencies and request additional information. The applicant shall have 30 days following notification by the Authority to correct such deficiencies. This 30-day period may be extended by the Authority upon application and for just cause shown. Upon receipt of a

complete application, the Authority shall evaluate it within 30 days and approve or deny the application based upon the following factors:

- (1) The Authority shall consider if the applicant is subject to a national pretreatment standard containing discharge limitations more stringent than those in section 28-188 and grant an exception only if such exception is within limitations of applicable federal regulations.
 - (2) The Authority shall consider if the exception would apply to discharge of a substance classified as a toxic substance under regulations promulgated by the EPA under the provisions of Section 307(a) of the Act (33 U.S.C. 1317), or similar state regulation, and then grant an exception only if such exception may be granted within the limitations of federal and state regulations.
 - (3) The Authority shall consider if the exception would create conditions or a hazard to Authority personnel or would reduce the effectiveness of the treatment works, taking into consideration the concentration of said pollutant in the treatment works' influent and the design capability of the treatment works.
 - (4) The Authority shall consider the possibility of the exception causing the treatment works to violate its NPDES permit.
 - (5) The Authority shall consider if the exception would cause elements or compounds to be present in the sludge of the treatment works which would prevent sludge use or disposal by the Authority or which would cause the Authority to violate any regulation promulgated by EPA under the provisions of Section 405 of the Act (33 U.S.C. 1345) or similar state regulatory measure.
 - (6) The Authority may consider the cost of pretreatment or other types of control techniques which would be necessary for the user to achieve effluent reduction, but prohibitive cost alone shall not be the basis for granting an exception.
 - (7) The Authority may consider the age of equipment and industrial facilities involved to the extent that such factors affect the quality or quantity of wastewater discharge.
 - (8) The Authority may consider the process employed by the user and process changes available which would affect the quality or quantity of wastewater discharge.
 - (9) The Authority may consider the engineering aspects of various types of pretreatment or other control techniques available to the user to improve the quality or quantity of wastewater discharge.
 - (10) The Authority may consider an application for exception based upon the fact that water conservation measures instituted or proposed by the user result in a higher concentration of particular pollutants in the wastewater discharge of the user without increasing the amount of mass of pollutants discharged. To be eligible for an exception under this subsection, the applicant must show that except for water conservation measures, the applicant's discharge has been or would be in compliance with the limitations on wastewater strength set forth in section 28-188. No such exception shall be granted if the increased concentration of pollutants in the applicant's wastewater would have significant adverse impact upon the operation of the POTW.
- (e) **Review by Board.** The Board shall review any appeal to a denial by the Authority of an application for an exception and shall take into account the same factors considered by the Authority. At such hearing, the applicant and the Authority shall have the right to present relevant proof by oral or documentary

evidence. The procedure set forth in section 28-348 shall be applicable to such a hearing. The applicant shall bear the burden of proof in an appeal hearing.

- (f) **Good Management Practices Required.** The Authority shall not grant an exception unless the applicant demonstrates to the Authority that good management practices (GMP) are being employed to prevent or reduce the contribution of pollutants to the POTW. GMPs include, but are not limited to, preventive operating and maintenance procedures, schedule of activities, process changes, prohibiting activities, and other management practices to reduce the strength or quantity of effluent discharged and to control plant site runoff, spillage, leaks, and drainage from raw material storage.

Section 28-230. Variance from categorical pretreatment standards.

Industrial users subject to a categorical pretreatment standard may request a variance from the standard for fundamentally different factors from EPA or from the state director in accordance with 40 CFR 403.13.

Section 28-231—28-253. Reserved.

DIVISION 7. WASTEWATER DISCHARGE PERMITS

Section 28-254. Applicability.

The provisions of this article are applicable to all industrial users of the POTW. The Authority has an "Approved POTW Pretreatment Program" as that term is defined in 40 CFR, Part 403.3(d) and any permits issued hereunder to industrial users who are subject to or who become subject to a National Categorical Pretreatment Standard as defined in 40 CFR, Part 403.3(J) shall be conditioned upon the industrial user also complying with all applicable substantive and procedural requirements promulgated by the EPA or EPD regarding such categorical standards unless an exception for the Authority's program or for specific industrial categories is authorized.

Section 28-255. Application and permit requirements for industrial users.

- (a) Prior to discharging non-domestic waste into the POTW, all significant industrial users of the POTW shall obtain a wastewater discharge permit. The industrial user shall request that the Authority determine if the proposed discharge is significant as defined in section 28-59. If the discharge is determined not to be significant, then the Authority may still establish appropriate discharge conditions for the user. Any noncategorical industrial user designated as significant may petition the Authority to be deleted from the list of significant industrial users on the grounds that there exists no potential for adverse effect on the POTW's operation or violation of any pretreatment standard or requirement.
- (b) All significant industrial users shall obtain an industrial wastewater discharge permit and shall complete such forms as required by the Authority, pay appropriate fees, and agree to abide by the provisions of this article and any specific conditions or regulations established by the Authority. All original applications shall be accompanied by a report containing the information specified in section 28-256.
- (c) The industrial user shall also submit revised plans to the Authority when alterations or additions to the user's premises affect said plans.

Section 28-256. Application contents.

- (a) The permit application required by section 28-255 shall contain the following information:
- (1) **Identifying Information.** The name and address of the facility including the name of the operator and owners and contact information.

- (2) **Environmental Permits.** A list of any environmental control wastewater discharge permits held by or for the facility.
- (3) **Description of Operations.**
 - (a) A brief description of the nature, average rate of production, and SIC codes of the operation(s) carried out by such industrial user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.
 - (b) The types of wastes generated and a list of chemicals used and materials stored at the facility which could be accidentally discharged to the POTW.
 - (c) Number of employees, hours of operation, and actual or proposed hours of discharge to the POTW.
 - (d) Type and amount of raw materials processed (average and maximum per day), and type and amount of products produced (rate of production).
 - (e) Site plans, floor plans, and plumbing plans to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge.
- (4) Proposed location for monitoring for all wastes covered by the permit.
- (5) **Flow Measurement.** Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR, Part 403.6(e).
- (6) **Measurement of Pollutants**
 - (a) Identify the categorical pretreatment standards applicable to each regulated process.
 - (b) Submit the results of sampling and analysis identifying the nature and concentration (and/or mass, where required by the standard or by the Authority) of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum and long-term average concentrations (or mass, where required) shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in section 28-297. Where a pretreatment standard requires compliance with a BMP or pollution prevention alternative, the user shall submit documentation as required by the Authority or applicable standard.
 - (c) Sampling must be performed in accordance with procedures set out in section 28-297.
- (7) Proposed pretreatment systems or equipment and/or operation and maintenance procedures necessary to meet applicable pretreatment standards and requirements.
- (8) Any request for a monitoring waiver for a pollutant neither present nor expected to be present in the discharge.
- (9) Any other information as may be deemed necessary by the Authority to evaluate the permit application.

- (b) All permit applications must be signed and certified in accordance with section 28-303.

Section 28-257. Incomplete applications.

The Authority will act only on applications that are accompanied by a report which contains all the information required in section 28-255 and 28-256. Industrial users who have filed incomplete applications will be notified by the Authority that the application is deficient and the nature of such deficiency and will be given 30 days to correct the deficiency. If the deficiency is not corrected within that period or with such extended time allowed by the Authority, the Authority shall deny the application and notify the applicant in writing of such action.

Section 28-258. Evaluation of application and permit conditions.

(a) Upon receipt of complete applications, the Authority shall review and evaluate the applications and shall propose such special permit conditions as the Authority deems advisable. All wastewater discharge permits shall be expressly subject to all the provisions of this article and all other applicable ordinances, laws, and regulations. Wastewater discharge permits must contain the following conditions:

- (1) A statement that indicates wastewater discharge permit duration, which in no event shall exceed 5 years.
- (2) A statement that the wastewater discharge permit is nontransferable without prior notification to and approval from the Authority, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit.
- (3) Effluent limits, including BMPs (if appropriate), applicable to the user based on applicable standards in federal, state, and local law.
- (4) Self-monitoring, sampling, reporting, notification, and recordkeeping requirements. These requirements shall include an identification of pollutants (or BMPs) to be monitored, sampling location, sampling frequency, sample type, and analytical techniques based on federal, state, and local law.
- (5) Statement of applicable civil, criminal, and administrative penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law.
- (6) Any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law.
- (7) The process for seeking a waiver for a pollutant neither present nor expected to be present in the discharge in accordance with section 28-296(f), and any grant of the monitoring waiver by the Authority under said section.
- (8) Requirements to control slug discharges, if determined by the Authority to be necessary.

(b) The Authority may also propose that the wastewater discharge permit be subject to one or more special conditions in regard to any of the following:

- (1) Pretreatment requirements.
- (2) Requirements for the development and implementation of spill control plans necessary to prevent accidental or unanticipated discharges.
- (3) Limits on rate and time of discharge or requirements for flow regulations and equalization.
- (4) Requirements for installation of inspection and sampling facilities, including flow measurement devices.

- (5) Development and implementation of waste minimization or pollution prevention plans to reduce the amount of pollutants discharged to the POTW.
- (6) Other conditions deemed appropriate by the Authority to ensure compliance with this article or other applicable ordinance, law, or regulation.
- (7) Requirements for the installation of facilities to prevent and control accidental discharge or spills at the user's premises.
- (8) The unit charge or schedule of charges and fees for the wastewater to be discharged to a community sewer.

Section 28-259. Applicant to be notified of proposed permit conditions; right to object

- (a) Upon completion of the evaluation, the Authority shall notify the applicant of any special permit conditions proposed for inclusion in the wastewater discharge permit.
- (b) The applicant shall have 45 days from and after the date of the Authority's recommendations for special permit conditions to review same and file written objections with the Authority in regard to any special permit conditions recommended. The Authority may, but is not required to, schedule a meeting with applicant's authorized representative within 15 days following receipt of the applicant's objections to attempt to resolve disputed issues concerning special permit conditions.
- (c) If applicant files no objection to special permit conditions proposed by the Authority or a subsequent agreement is reached concerning same, the Authority shall issue a wastewater discharge permit to applicant with such special conditions incorporated therein. Otherwise, the Authority shall submit the disputed matters to the Board for resolution.

Section 28-260. Board to establish permit conditions; hearing.

- (a) In the event the Authority cannot issue a wastewater discharge permit pursuant to section 28-259, the Authority shall submit to the Board the proposed permit conditions and the applicant's written objections thereto at the next regularly scheduled meeting of the Board or a specially called meeting.
- (b) The Board shall schedule a hearing within 90 days following the meeting referred to above unless such time is extended for just cause shown to resolve any disputed matters relevant to such permit.
- (c) The Authority shall notify the applicant of the date, time, place, and purpose of the hearing scheduled by the Board. The applicant and the Authority shall have the right to participate in the hearing and present any relevant evidence to the Board concerning proposed special permit conditions or other matters being considered by the Board.
- (d) Following the hearing or additional hearings deemed necessary and advisable by the Board, the Board shall establish special permit conditions deemed advisable to ensure the applicant's compliance with this article or other applicable laws or regulations and direct the Authority to issue a wastewater discharge permit to the applicant accordingly.

Section 28-261. Compliance schedule and reporting requirements.

The following conditions shall apply to the schedules required by section 28-258:

- (1) **Schedule Components.** The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment requirements for the

industrial user to meet the applicable pretreatment standards (e.g., hiring an engineer, completing the engineering report, completing final plans, executing contracts for major components, commencing construction, completing construction, etc.).

- (2) **Schedule Intervals.** No such increment shall exceed 9 months.
- (3) **Compliance Schedule Progress Report.** No later than 14 days following each date in the schedule and the final date for compliance, the industrial user shall submit a progress report to the Authority, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the industrial user to return construction to the schedule established.

Schedule 28-262. Duration of permit.

(a) All existing permits for significant industrial users shall be reviewed and reissued with revisions as necessary to comply with new regulatory measures of this article within one year of adoption of this ordinance from which this article is derived.

(b) Wastewater discharge permits shall be issued for a period of 3 to 5 years. Permits issued to industrial users granted an exception pursuant to section 28-229 shall be issued for a period of 1 year.

(c) Notwithstanding the foregoing, industrial users subject to a national pretreatment standard shall apply for new permits on the effective date of such national pretreatment standards. The Authority shall notify in writing any industrial user whom the Authority has cause to believe is subject to a national pretreatment standard of the promulgation of such federal regulations, but any failure of the Authority in this regard shall not relieve the industrial user of the duty of complying with such national pretreatment standards. An industrial user must apply in writing for a renewal permit within the period of time not more than 90 days and not less than 30 days prior to expiration of the current permit.

(d) Limitations or conditions of a permit are subject to modification or change in accordance with section 28-264. Industrial users shall be notified of any proposed changes in their permit by the Authority at least 30 days prior to the effective date of the change. Any change or new condition in a permit shall include a provision for a reasonable time schedule for compliance. The industrial user may appeal the decision of the Authority in regard to any changed permit conditions as otherwise provided in this article.

(e) Wastewater discharge permits shall be voidable upon nonuse, cessation of operations, or transfer of business ownership. All wastewater discharge permits are void upon the issuance of a new wastewater discharge permit.

Section 28-263. Transfer of a permit.

Wastewater discharge permits are issued to a specific industrial user for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, a different premises, or a new or changed operation, without prior approval of the Authority. The new owner or operator must state to the Authority that it plans no change to the facility's operations and processes and must provide the specific date on which the transfer is to occur. Upon approval of a permit transfer, the Authority will provide the new owner or operator with a copy of the wastewater discharge permit.

Section 28-264. Permit modification.

The Authority may modify the wastewater discharge permit for good cause including, but not limited to, the following:

- (1) To incorporate any new or revised federal, state, or local pretreatment standards or requirements, including changes in the POTW's pass-through limits or NPDES permit limitations.
- (2) To address significant alterations or additions to the industrial user's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance.
- (3) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge.
- (4) Information indicating that the permitted discharge poses a threat to the Authority's POTW, Authority personnel, or the receiving waters.
- (5) Violation of any terms or conditions of the wastewater discharge permit.
- (6) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting.
- (7) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13.
- (8) To correct typographical or other errors in the wastewater discharge permit.
- (9) To reflect a transfer of the facility ownership and/or operation to a new owner/operator.

Section 28-265. Revocation of permit.

- (a) Any permit issued under the provisions of this article is subject to modification, suspension, or revocation in whole or in part during its term for cause, including but not limited to, the following:
- (1) Failure to notify the Authority of significant changes to the wastewater prior to the changed discharge.
 - (2) Failure to provide prior notification to the Authority of changed condition pursuant to section 28-301.
 - (3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application.
 - (4) Falsifying self-monitoring reports or certification statements.
 - (5) Tampering with monitoring equipment.
 - (6) Refusing to allow the Authority timely access to the facility premises and records.
 - (7) Failure to meet effluent limitations.
 - (8) Failure to pay fines or failure to comply with the requirements of an enforcement notice or order.
 - (9) Failure to pay sewer charges.
 - (10) Failure to meet compliance schedules.
 - (11) Failure to complete a wastewater survey or the wastewater discharge permit application, including discharging under an expired wastewater discharge permit (unless timely application for a renewal permit has been submitted).
 - (12) Failure to provide advance notice of the transfer of a permitted facility.

- (13) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or the ordinance.
- (b) Wastewater discharge permits shall be voidable upon nonuse, cessation of operations, or transfer of business ownership. All wastewater discharge permits are void upon the issuance of a new wastewater discharge permit.

Section 28-266--28-293. Reserved.

DIVISION 8. INSPECTIONS, MONITORING, AND RECORDS

Section 28-294. Inspections, monitoring, and entry.

- (a) When required to carry out the objective of this article, including but not limited to
- (1) developing or assisting in the development of any effluent limitation, or other limitation, prohibition, or effluent standard, pretreatment standard, standard of performance, or permit condition under this article;
 - (2) determining whether any person is in violation of any such effluent limitation, or other limitation, prohibition, or effluent standard, pretreatment standard, standard of performance, or permit condition;
 - (3) any requirement established under this section.
- (b) The Authority shall require any industrial user to:
- (1) establish and maintain records,
 - (2) make reports,
 - (3) install, use, and maintain monitoring equipment or methods, including where appropriate, biological monitoring methods,
 - (4) sample effluents in accordance with these methods, at such locations, at such intervals, and in such manner as the Authority shall prescribe, and
 - (5) provide such other information as the Authority may reasonably require.
- (c) Specific requirements under the provisions of subsection (b) of this section shall be established by the Authority, or the Board as applicable, for each industrial user and such requirements shall be included as a condition of the industrial user's wastewater discharge permit. The nature of degree of any requirement under this provision shall depend upon the nature of the user's discharge, the impact of the discharge on the POTW, the volume of water discharged, and the technical feasibility of an economic reasonableness of any such requirement imposed.
- (d) The Authority or its authorized representative shall, upon presentation of its credentials:
- (1) Have a right of entry to, upon, or through any user's premises in which an effluent source is located or in which any records required to be maintained under this subsection are located.
 - (2) Have access at reasonable times to and copy any records, inspect any monitoring equipment or method required under subsection (b), and sample any effluents which the owner or operator of such source is required to sample.
- (e) The Authority, EPD, and EPA shall have the right to set up on the industrial user's property, or require installation of, such devices as are necessary to

conduct sampling and/or metering of the user's operations. Where an industrial user has security measures in force which require proper identification and clearance before entry into its premises, the industrial user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, personnel from the Authority, EPD, and EPA will be permitted to enter without delay, for the purposes of performing their specific responsibilities.

- (f) In the event any industrial user denies the Authority or his authorized representative the right of entry for inspection sampling effluents, inspecting and copying records, or verifying that a user is not discharging industrial wastes or performing such other duties as shall be imposed upon the Authority by this article, the Authority shall seek a warrant or use such other legal procedures as advisable and reasonably necessary to discharge the duties of this section.
- (g) Any industrial user failing or refusing to discharge any duty imposed upon the user under the provisions of this section, or who denies the Authority or authorized representative the right to enter the user's premises for purposes of inspection, sampling effluents, inspecting and copying records, or such other duties as may be imposed upon him by this section, shall be deemed to have violated the conditions of the wastewater discharge permit and such permit shall be subject to modification, suspension, or revocation under the procedures established in this article. A user who does not have an industrial waste discharge permit and denies the Authority or authorized representative the right to inspect as described herein subject to having the sewer service in question terminated by the Authority.

Section 28-295. Reports.

- (a) **Baseline Monitoring Reports.** Within either 180 days after the effective date of a categorical pretreatment standard or the final administrative decision on a category determination under 40 CFR, Part 403.6(a)(4), whichever is later, existing significant industrial users subject to such categorical pretreatment standards, and currently discharging to or scheduled to discharge to the POTW shall be required to submit to the Authority a report which contains the information listed in the following subsections (1)(1) through (4) of this section. At least 90 days prior to commencement of their discharge, new sources and sources that become industrial users subsequent to the promulgation of an applicable categorical standard shall be required to submit to the Authority a report which contains the following information:
 - (1) All information required by section 28-256(a)(1), (2), (3)a, and (5).
 - (2) Information required by section 28-256(a)(6), based on a representative sample obtained immediately downstream from pretreatment facilities if such exist, or immediately downstream of the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the user should measure the flows and concentrations necessary to apply the combined waste stream formula. Sampling shall be performed in accordance with section 28-297. The report shall indicate the time, date, place of sampling, and methods of analysis and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW. When an alternate concentration or mass limit has been calculated, this limit along with supporting data shall be included.
 - (3) **Compliance certification.** A statement that has been reviewed by an authorized representative of the industrial user and certified by a professional engineer indicating if pretreatment standards are being met on a consistent basis and, if not, whether additional operation and maintenance procedures or additional pretreatment is required for the industrial user to meet the pretreatment standards and requirements.

- (4) **Compliance schedule.** If additional pretreatment and/or operation and maintenance procedures will be required to meet the pretreatment standards, the report shall contain the shortest schedule by which the industrial user will provide the additional pretreatment. The completion date in this schedule shall be no later than the compliance date established for the applicable pretreatment standard. If a pretreatment standard has been modified or adjusted, the information in subsections (a)(3) and (4) of this section shall apply to the modified or adjusted limits.
- (b) **Compliance Schedule Progress Reports.** No later than 14 days following each date in the schedule and the final date for compliance, the industrial user shall submit a progress report to the Authority, including, as a minimum, whether it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for the delay, and steps being taken by the industrial user to return the construction to the schedule established. In no event shall more than 9 months elapse between such progress reports to the Authority.
- (c) **90-Day Compliance Report.** Within 90 days following the date for final compliance with applicable pretreatment standards or, in the case of a new source, following commencement of the introduction of wastewater into the POTW, any industrial user subject to categorical pretreatment standards and requirements shall submit to the Authority a report containing the information described in section 28-256(a)(5) and (6) and subsection (a)(3) and (4) of this section.
- (d) **Periodic Compliance**
- (1) All significant industrial users shall submit to the Authority once between the months of February-July and August-January, unless required more frequently in the pretreatment standard or by the Authority, a report indicating the nature and concentration of pollutants in the effluent which are limited by their permit. In addition, this report shall include a record of average and maximum daily flows. At the discretion of the Authority and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the Authority may agree to alter the months during which the above reports are to be submitted. In cases where the pretreatment standard requires compliance with a BMP or pollution prevention alternative, the user must submit documentation necessary to determine the compliance status of the user.
- (2) The Authority, as applicable, may impose mass limitations on industrial users employing dilution to meet applicable pretreatment standards or requirements or in other cases where the imposition of mass limitations is appropriate. In cases where the Authority or a pretreatment standard has imposed mass limitations, the report required by subsection (a) of this section shall indicate the mass of pollutants regulated by pretreatment standards in the effluent of the industrial user.
- (e) The reports required in this section shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration or production rates and mass limits where requested by the Authority, as applicable, of pollutants contained therein which are limited by the applicable pretreatment standards or industrial permit. For industrial users subject to equivalent mass or concentration limits established by the Authority as alternative standards, the report shall contain a reasonable measure of the user's long-term production rate. For all other industrial users subject to categorical pretreatment standards expressed only in terms of allowable pollutant discharge per unit of production (or other measure of operation), the report shall include the user's actual average production rate for the reporting period. The frequency of monitoring shall be prescribed in the applicable treatment standard or permit.
- (f) The Authority may authorize an industrial user subject to a categorical pretreatment standard to forego sampling of a pollutant regulated by a

categorical pretreatment standard if the industrial user has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the industrial user. This authorization is subject to the following conditions:

- (1) The waiver may be authorized where a pollutant is determined to be present solely due to sanitary wastewater discharged from the facility, provided that the sanitary wastewater is not regulated by an applicable categorical standard and otherwise includes no process water.
- (2) The monitoring waiver is valid only for the duration of the effective period of the individual wastewater discharge permit, but in no case longer than 5 years. The user must submit a new request for the waiver before the waiver can be granted for a subsequent individual wastewater discharge permit.
- (3) In demonstrating that a pollutant is not present, the industrial user must provide data from at least one sampling of the facility's process wastewater prior to any treatment present at the facility that is representative of all wastewater from all processes.
- (4) The request for a monitoring waiver must be signed in accordance with section 28-303 and must include the certification statement in section 28-312.
- (5) Nondetectable sample results may be used only as a demonstration that a pollutant is not present if the EPA-approved method from 40 CFR Part 136 with the lowest minimum detection level for that pollutant was used in the analysis.
- (6) Any grant of the monitoring waiver by the Authority must be included as a condition in the user's permit. The reasons supporting the waiver and any information submitted by the user in its request for the waiver must be maintained by the Authority for 3 years after expiration of the waiver.
- (7) Upon approval of the monitoring waiver and the revision of the user's permit by the Authority, the industrial user must certify each report with the statement in section 28-312, that there has been no increase in the pollutant in its waste stream due to activities of the industrial user.
- (8) In the event a waived pollutant is found to be present or is expected to be present because of changes that occur in the user's operations, the user must immediately notify the Authority and comply with the monitoring requirements of subsection (d) of this section, or other more frequent monitoring requirements imposed by the Authority.
- (9) This provision does not supersede certification processes and requirements established in categorical pretreatment standards, except as otherwise specified in the categorical pretreatment standard.

- (g) Reporting requirements for industrial users not subject to categorical pretreatment standards. Significant Noncategorical Industrial Users must submit to the Authority at least once every 6 months (on dates specified by the Authority) a description of the nature, concentration, and flow of pollutants required to be reported by the user's wastewater discharge permit. In cases where the permit requires compliance with a BMP or pollution prevention alternative, the user must submit documentation required by the Authority to determine the compliance status of the user. These reports must be based on sampling and analysis in the period covered by the report and in accordance with the techniques described in 40 CFR Part 136.
- (h) All monitoring and compliance reports must be signed and certified in accordance with section 28-303.

Section 28-296. Monitoring facilities.

- (a) All significant industrial users shall install a monitoring station of a standard design or one satisfactory to the Authority within one year from adoption of the ordinance from which this article is derived. All users who propose to discharge or who in the judgment of the Authority could now or in the future discharge wastewater with constituents and characteristics different from that produced by a domestic premise may be required to install a monitoring facility.
- (b) **Installation.** Required monitoring facilities shall be constructed, operated, and maintained at the user's expense. The purpose of the facility is to allow inspection, sampling, and flow measurement of wastewaters. If sampling or metering equipment is also required by the Authority, it shall be provided, installed, and operated at the user's expense. The monitoring facility will normally be required to be located on the user's premises outside the building. The Authority may, however, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street right-of-way with the approval of the public agency having jurisdiction of that right-of-way and located so that it will not be obstructed by landscaping or parked vehicles.
- (c) **Access.** If the monitoring facility is inside the user's fence, there shall be accommodations to allow safe and immediate access for Authority personnel. There shall be ample room in or near such facility to allow accurate sampling and compositing of samples for analysis. The entire facility and any sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition by and at the expense of the user.
- (d) The industrial user shall be required to design any necessary facility and to submit according to the permit compliance schedule an engineering report, including detailed design plans and operating procedures to the Authority for review in accordance with accepted engineering practices. The Authority shall review the plans and other documents within 45 days and shall recommend to the industrial user any changes deemed appropriate.
- (e) Upon approval of plans and other documents, the industrial user shall secure all building, electrical, plumbing, and other permits required and proceed to construct any necessary facility and establish required operating procedures within the time provided in the industrial user's wastewater discharge permit.
- (f) Wastewater monitoring and flow measurement facilities must be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

Section 28-297. Sampling and analysis.

- (a) All collected samples must be of such nature that they provide a true and accurate representation of the industry's normal workday effluent quality.

- (b) Chain-of-custody procedures, sample preservation techniques, and sample holding times recommended by EPA shall be followed in all self-monitoring activities.
- (c) Monitoring shall be performed at the approved monitoring station on the effluent sewer. Location and design of the monitoring station shall be subject to the review and approval of the Authority. Any change in monitoring location will be subject to the approval of the Authority.
- (d) All analyses shall be performed in accordance with procedures established by EPA under the provisions of Section 304(h) of the Act [33 U.S.C. 1314(h)] and contained in 40 C.F.R. Part 136 and amendments thereto or with any other test procedures approved by EPA or the Authority. Sampling shall be performed in accordance with the techniques approved by EPA or the Authority.
- (e) Except as indicated in Subsections (f) and (g) of this section, the user must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Authority. Where time-proportional composite sampling or grab sampling is authorized, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to analysis as follows: for cyanide, total phenols, and sulfides, the samples may be composited in a laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the Authority, as appropriate. In addition, grab samples may be required to show compliance with instantaneous limits.
- (f) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques. Alternately, pH compliance may be assessed through the use of a strip-chart or a circular chart over the monitoring period from a continuous pH recorder, at the discretion of the Authority.
- (g) For sampling required in support of baseline monitoring and 90-day compliance reports required in section 28-295(a) and (c) and 40 CFR 503.12(b) and (d), a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfides, and volatile organic compounds for facilities for which historical sampling data do not exist. For facilities for which historical sampling data are available, the Authority may authorize a lower minimum. For reports required by section 28-295(d) and 40 CFR 403.12(e) and (h), the Authority will specify the number of grab samples the industrial user is required to collect in order to assess and assure compliance with applicable pretreatment standards.
- (h) The Authority shall inspect and sample the effluent from each significant industrial user at least once every 12 months, except where the Authority has authorized an industrial user subject to a categorical pretreatment standard to forego sampling of a pollutant regulated by a categorical standard, the Authority must sample for the waived pollutant at least once during the term of the user's permit or control mechanism. In the event that the Authority determines that a waived pollutant is present in the industrial user's discharge or is expected to be present due to changes in the facility's operations, the Authority must begin effluent monitoring of the user's discharge and inspections of the facility at least once every 12 months.

Section 28-298. Dangerous discharge notification.

- (a) **Telephone Notification.** Any person or user causing or suffering any discharge, whether accidental or not, which presents or may present an imminent or substantial endangerment to human health and welfare or the environment, or which is likely to cause interference with the POTW, shall notify the Authority

immediately by telephone. In the absence of the Authority, notification shall be given to the Authority employee then in charge of the treatment works. Such notification will not relieve the permit holder from any expense, loss, liability, fines, or penalty which may be incurred as a consequence of the discharge.

- (b) **Written Report.** Within 5 days following such occurrence, the user shall provide the Authority with a detailed written report describing the cause of the dangerous discharge and measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this article or other applicable law.
- (c) **Notice to Employees.** A notice shall be permanently posted on the user's bulletin Board or other prominent place advising employers of a contact in the event of a dangerous discharge. Employers shall ensure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

Section 28-299. Slug discharge reporting.

The industrial user shall notify the Authority immediately by telephone of all discharges that could cause a problem to the Authority, including any slug discharge, as defined by section 28-226. The notification shall include the location of the discharge, type of waste, concentration and volume (if known), and corrective action taken by user. Each significant industrial user shall also immediately notify the Authority of any changes at the facility affecting the potential for a slug discharge.

Section 28-300. Notification of the discharge of hazardous wastes.

- (a) Any industrial user who commences the discharge of hazardous waste shall notify the Authority, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the industrial user discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the industrial user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following 12 months. All notifications must take place no later than 180 days after the discharge commences. Any notification under this subsection need be submitted only once for each hazardous waste discharged. However, notifications of changed discharges must be submitted under section 28-301. The notification requirement in this section does not apply to pollutants already reported under the self-monitoring requirements of section 28-295.
- (b) Dischargers are exempt from the requirements of subsection (a) of this section during a calendar month in which they discharge no more than 15 kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR, Parts 261.30(d) and 261.33(e). Discharge of more than 15 kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR, Parts 261.30(d) and 261.33(e), requires a one-time notification.

Subsequent months during which the industrial user discharges more than such quantities of any hazardous waste do not require additional notification.

- (c) In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the industrial user must notify the POTW, the EPA Regional Waste Management Waste Division Director, and state hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.
- (d) In the case of any notification made under this section, the industrial user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
- (e) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this division, a permit issued thereunder, or any applicable federal or state law.

Section 28-301. Notification of changed discharge.

All industrial users shall promptly notify the Authority in advance of any substantial change in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous wastes, for which the industrial user has submitted initial notification under section 28-300. No industrial user shall implement the planned changed condition(s) until and unless the Authority Manager has responded to the industrial user's notice. **The Authority may deny an increase in wastewater flows or pollutants or impose conditions on the increase if deemed necessary to protect the POTW from interference or pass-through.** For purposes of this requirement, flow increases of 10 percent or greater, and the discharge of any previously unreported pollutants, shall be deemed substantial.

Section 28-302. Provisions Governing Fraud and False Statements

The reports required to be submitted under this section shall be subject to the provisions of 18 U.S.C. 1001 relating to fraud and false statements and the provisions of Sections 309(c)(4) and (6) of the Act (33 USCA 1311), as amended, governing false statements, representation, or certifications in reports required under the Act.

Section 28-303. Signatory requirements.

- (a) The permit applications and compliance and monitoring reports required by this article shall include a certification statement as follows:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- (b) The permit applications, certifications, and compliance and monitoring reports shall be signed as follows:

- (1) By a responsible corporate officer if the industrial user submitting the reports required by this section is a corporation. For the purpose of this subsection, a responsible corporate officer is:

a. A president, secretary, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or

b. The manager of one or more manufacturing, production, or operating facilities, provided that the manager is authorized to make management decisions which

govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and to initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

- (2) By a general partner or proprietor if the industrial user submitting the reports required by this section is a partnership or sole proprietorship, respectively.
- (3) By a duly authorized representative of the individual designated in subsection (b)(1) or (2) of this section if:
 - a. The authorization is made in writing by the individual described in subsection (b)(1) or (2) of this section.
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well, well field Authority, or a person in a position of equivalent responsibility or with overall responsibility for environmental matters for the company.
 - c. The written authorization is submitted to the Control Authority.
- (4) If an authorization under subsection (b)(3) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of subsection (b)(3) of this section must be submitted to the Authority prior to or in conjunction with any reports to be signed by an authorized representative.

Section 28-304. Reporting of violation.

If sampling performed by an industrial user indicates a violation, the user shall notify the Authority within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Authority within 30 days after becoming aware of the violation. The industrial user is not required to resample if one of the following criteria is met:

- (1) The Authority performs sampling at the industrial user's site at a frequency of at least once per month; or
- (2) The Authority performs sampling at the user's site between the time when the user performs its initial sampling and the time when the user receives the results of this sampling; or
- (3) The Authority has performed the sampling and analysis in lieu of the industrial user. If the Authority has performed the sampling and analysis in lieu of the industrial user, the Authority must repeat the sampling and analysis unless it notifies the user of the violation and requires the user to perform the repeat sampling and analysis.

Section 28-305. Reporting of all monitoring.

If an industrial user subject to the reporting requirements in section 28-295 monitors any pollutant more frequently than required by the Authority using approved procedures prescribed in this article, the results of this monitoring shall be included in the report.

Section 28-306. Notice of bypass.

- (a) If an industrial user knows in advance of the need for a bypass, it shall submit prior notice to the Authority. If possible, this should be submitted at least 10 days before the date of the bypass.
- (b) An industrial user shall submit oral notice to the Authority of an unanticipated bypass that exceeds applicable pretreatment standards within 24 hours from the time the industrial user becomes aware of the bypass. A written submission shall also be provided within 5 days of the time the industrial user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times; and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass. The Authority may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

Section 28-307. Maintenance of Records

Any industrial user subject to the reporting requirements established in this section shall maintain records of all information resulting from any monitoring activities required by this section. Such records shall include for all samples:

- (1) The date, exact place, method, and time of sampling and the names of the persons taking the samples.
- (2) The dates analyses were performed.
- (3) Who performed the analyses.
- (4) The analytical techniques/methods.
- (5) The results of the analyses.

Section 28-308. Retention period.

Any industrial user subject to the reporting requirement established in this section shall be required to retain for a minimum of 3 years any records of monitoring activities and results (whether or not such monitoring activities are required by this section) and shall make these records available for inspection and copying by the Authority, EPD, and EPA. The retention period shall be extended during the course of any unresolved litigation regarding the industrial user or upon request from the Authority, EPD, or EPA. This requirement shall also apply to documentation associated with any BMPs established in connection with a pretreatment standard.

Section 28-309. Confidential information.

Any records, reports, or information obtained under this section shall:

- (1) In the case of effluent data, be related to any applicable effluent limitations, toxic, pretreatment, or permit condition, and
- (2) be available to the public to the extent provided by 40 CFR, Part 2.302.

If, however, upon showing satisfactory to the Authority by any person that, if made public, records, reports, information, or particular parts (other than effluent data) to which the Authority has access under this section, would divulge methods or processes entitled to protection as trade secrets of such person, the Authority shall consider such record, report, or information, or particular portion thereof confidential in accordance with the purposes of this article. Such record, report, or information may be disclosed to officers, employees, or authorized representatives of the United States or the State of Georgia concerned with carrying out the provisions of the CWA or when relevant in any proceeding under this article or other applicable laws. Wastewater constituents and characteristics and other effluent data as defined by 40 CFR, Part 2.302 will not be recognized as confidential information and will be available to the public without restriction.

Section 28-310. Timing.

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the U.S. Postal Service, the date of receipt of the report shall govern.

Section 28-311. Public participation notice.

The Authority shall comply with the public participation requirements of 40 CFR, Part 25, in the enforcement of national pretreatment standards. The Authority shall at least annually provide meaningful public notification in a newspaper of general circulation within the jurisdiction served by the POTW of all significant industrial users which, during the previous 12 months, were in significant noncompliance with applicable pretreatment standards or other pretreatment requirements. For the purposes of this provision, a significant industrial user is in significant noncompliance if its violations meet one or more of the following criteria:

- (1) Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of all of the measurements taken during a 6-month period exceed (by any magnitude) the numeric pretreatment standard or requirement (including instantaneous limits) for the same pollutant parameter.
- (2) Technical review criteria (TRC) violations, defined here as those in which 33 percent or more of all of the measurements for the same pollutant parameter taken during a 6-month period equal or exceed the product of the numeric pretreatment standard or requirement (including instantaneous limits) times the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease; TRC=1.2 for all other pollutants, except pH).
- (3) Any other violation of a pretreatment effluent limit (instantaneous daily maximum or longer term average, or narrative standard) that the Authority believes has caused, alone or in combination with other discharges, interference, or pass-through, including endangering the health of POTW personnel and the general public.
- (4) Any discharge of a pollutant that has caused imminent endangerment to human health and welfare or to the environment and has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge.
- (5) Violation by 90 days or more after the scheduled date of a compliance schedule milestone contained in a permit or enforcement order for starting construction, completing construction, or attaining final compliance.
- (6) Failure to provide required reports, such as BMRs, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules within 45 days of the due date.
- (7) Failure to accurately report noncompliance.
- (8) Any other violation or group of violations, which may include violation of a BMP, which the Authority determines may adversely affect the operation or implementation of the local pretreatment program.

Section 28-312. Certification of pollutants not present.

Users that have an approved monitoring waiver based on section 28-295(f) must certify each report with the following statement that there has been no increase in the pollutant in its waste stream due to activities of the user:

“Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical pretreatment standards under 40 CFR ____, I certify that, to the best of my knowledge and belief, there has been no increase in the level of ____ (list pollutant[s]) in the

wastewaters due to the activities at the facility since filing of the last periodic report under section 28-295(d).

Section 28-313. Electronic reporting.

Electronic reporting, if allowed by the Authority, shall comply with the requirements of 40 CFR Part 3.

Section 28-314—28-344. Reserved.

DIVISION 9. ENFORCEMENT

Section 28-345. Complaints and orders.

- (a) Should the Authority have reason to believe that a violation of any provision of this division or orders of the Board issued pursuant thereto has occurred, is occurring, or is about to occur, the Authority may order that a written complaint be served upon the alleged violator(s).
- (b) The complaint shall specify the provision(s) of the pretreatment program or order alleged to be violated or about to be violated, the facts alleged to constitute a violation thereof, and may order that necessary corrective action be taken within a reasonable time to be prescribed in such order, and shall inform the violators of the opportunity for a hearing before the Board.
- (c) Any such order shall become final and not subject to review unless the person or persons named therein request by written petition a hearing before the Board as provided in section 28-348, no later than 30 days after the date such order is served; provided, however, that the Board may review such final order on the same grounds upon which a court of the state may review default judgments.

Section 28-346. Additional remedies.

(a) In addition to other remedies provided herein, the Authority may issue a show-cause notice to any user who appears to be violating any provision of this article to show cause why sewer service should not be discontinued. The notice shall include the nature of the violation with sufficient specificity as to the character of the violation and the date(s) when such violation(s) occurred to enable the user to prepare a defense. Such notice shall be mailed to the user by certified mail, return receipt requested, or shall be personally delivered to the user at least 20 days prior to the proposed action, except in the event of an emergency. At the show-cause hearing, the user may present any defense to such charges, either in person or through submission of written or documentary proof. Following the hearing or opportunity for a hearing, the Board may at the Board's discretion order termination of sewer service if satisfied from all available proof that the violation was willful and the termination is necessary to abate the offending condition or to prevent future violations. The Board may terminate service for a period not to exceed 1 year for a willful violation and may terminate service indefinitely to abate offending conditions or prevent future violations subject to the correction of such conditions or violations by the user.

(b) Any violation of provisions of this article that is not corrected or abated following a notice and opportunity for a hearing shall be grounds for termination of water service and/or plugging of the sewer line.

Section 28-347. Emergency termination of service.

- (a) When the Authority finds that an emergency exists in which immediate action is required to protect public health, safety, or welfare, the health of animals, fish, or aquatic life, a public water supply, or the facilities of the POTW of the pretreatment agency, the Authority may, without prior notice, issue an order reciting the existence of such an emergency and requiring that certain action(s) be taken as the Authority deems necessary to meet the emergency.

- (b) If the violator fails to respond or is unable to respond to the Authority's order, the Authority may take such emergency action as deemed necessary or contract with a qualified person(s) to carry out the emergency measures. The Authority may assess the person(s) responsible for the emergency condition for actual costs incurred by the Authority in meeting the emergency.
- (c) In the event such emergency action adversely affects the user, the Authority shall provide the user an opportunity for a hearing as soon as practicable thereafter to consider restoration of service upon abatement of the condition or other reasonable conditions. Following the hearing, the Authority may take any such authorized action should the proof warrant such action.

Section 28-348. Hearings.

- (a) Any hearing or re-hearing brought before the Board shall be conducted in accordance with the following:
 - (1) Upon receipt of a written petition from the alleged violator pursuant to this section, the Authority shall give the petitioner 30 days written notice of the time and place of the hearing, but in no case shall the hearing be held more than 60 days from the receipt of the written petition unless the Authority and the petitioner agree to a postponement.
 - (2) The hearing provided may be conducted by the Board at a regular or special meeting. A quorum of the Board must be present at the regular or special meeting in order to conduct the hearing.
 - (3) A verbatim record of the proceedings of the hearings shall be made and filed with the Board in conjunction with the findings of fact and conclusions of law made pursuant to subsection (a)(6) of this section. The transcript shall be made available to the petitioner or any party to a hearing upon payment of a charge set by the Authority to cover the costs of preparation.
 - (4) In connection with the hearing, the Chairperson shall issue subpoenas in response to any reasonable-request by any party to the hearing requiring the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in the hearing. In case of contumacy or refusal to obey a notice of hearing or subpoena issued under this section, the Superior Court of Walker County shall have jurisdiction upon the application of the Board or the Authority to issue an order requiring such person to appear and testify or produce evidence as the case may require. Failure to obey such an order of the court is punishable by the court as contempt.
 - (5) Any member of the Board may administer oaths and examine witnesses.
 - (6) On the basis of the evidence produced at the hearing, the Board shall make findings of fact and conclusions of law and enter such decisions and orders as in its opinion will best further the purposes of the pretreatment program and shall give written notice of such decisions and orders to the alleged violator. The order issued under this subsection shall be issued no later than 30 days following the close of the hearing by the person or persons designated by the Chairperson.
 - (7) The decision of the Board shall become final and binding on all parties unless appealed to the courts as provided in subsection (b) of this section.
 - (8) Any person to whom an emergency order is directed pursuant to section 28-345 or 28-347 shall comply therewith immediately but on petition to the Board shall be afforded a hearing as soon as possible, but in no case shall such hearing be held later than 3 days from the receipt of such petition by the Board.

- (9) Upon agreement of all parties, the testimony of any person may be taken by deposition or written interrogatories. Unless otherwise agreed, the deposition shall be taken in a manner consistent with O.C.G.A. § 50-13-19, with the Chairperson to rule on such manners as would require a ruling by the Court under said rules.
 - (10) The party at the hearing bearing the affirmative burden of proof shall first call witnesses, which shall be followed by witnesses called by other party. Rebuttal witnesses shall be called in the same order. The Chairperson shall rule on any evidentiary questions arising during such hearing and shall make other rulings necessary or advisable to facilitate an orderly hearing subject to approval of the Board. The Board, the Authority, its representative, and all parties shall have the right to examine any witness. The Board shall not be bound by or limited to rules of evidence applicable to legal proceedings.
 - (11) Any person aggrieved by any order or determination of the Authority where an appeal is not otherwise provided by this section may appeal said order or determination to be reviewed by the Board under the provisions of this section. A written notice of appeal shall be filed with the Authority and the Chairperson, and said notice shall set forth with particularity the action or inaction of the Authority complained of and the relief being sought by the person filing said appeal. A special meeting of the Board may be called by the Chairperson upon the filing of such appeal, and the Board may, at members' discretion, suspend the operation of the order or determination of the Authority on which the appeal is based until such time as the Board has acted upon the appeal.
 - (12) The Vice-Chairperson or the Chairperson pro tem shall possess all the authority delegated to the Chairperson by this section when acting in his absence or in his place.
- (b) An appeal may be taken from any final order or other final determination of the Authority or Board by any party who is or may be adversely affected thereby to the Superior Court pursuant to O.C.G.A. § 50-13-19, within 60 days from the date such order or determination is made.

Section 28-349. Civil penalty.

- (a) Any person, including, but not limited to, industrial users, who performs any of the following acts or omissions shall be subject to a civil penalty of up to \$10,000 per day for each day during which the act or omission continues or occurs:
- (1) Violates any effluent standard or limitation imposed by a pretreatment program.
 - (2) Violates the terms or conditions of a permit issued pursuant to a pretreatment program.
 - (3) Fails to complete a filing requirement of a pretreatment program.
 - (4) Fails to allow or perform an entry, inspection, monitoring, or reporting requirement of a pretreatment program.
 - (5) Fails to pay user or cost recovery charges imposed by a pretreatment program.
 - (6) Violates a final determination or order of the Board.
- (b) Any civil penalty shall be assessed in the following manner:
- (1) The Authority may issue an assessment against any person or industrial user responsible for the violation.

- (2) Any person or industrial user against whom an assessment has been issued may secure a review of such assessment by filing with the Authority a written petition setting forth the grounds and reasons for his objections and asking for a hearing on the matter involved before the Board. If a petition for review of the assessment is not filed within 30 days of the date the assessment is served, the violator shall be deemed to have consented to the assessment, and it shall become final.
- (3) When any assessment becomes final because of a person's failure to appeal the Authority's assessment, the Authority may apply to the appropriate court for a judgment and seek execution of such judgment and the court, in such proceedings, shall treat a failure to appeal such assessment as a confession of judgment in the amount of the assessment.
- (4) In assessing the civil penalty, the Authority may consider the following factors:
 - a) Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity.
 - b) Damages to the Authority, including compensation for the damage or destruction of the facilities of the POTW, which also includes any penalties, costs, and attorneys' fees incurred by the Authority as the result of the illegal activity, as well as the expenses involved in enforcing this section and the costs involved in rectifying any damages.
 - c) Cause of the discharge or violation.
 - d) The severity of the discharge and its effect upon the facilities of the POTW and upon the quality and quantity of the receiving waters.
 - e) Effectiveness of action taken by the violator to cease the violation.
 - f) The technical and economic reasonableness of reducing or eliminating the discharge.
 - g) The economic benefit gained by the violator.
- (5) The Authority may institute proceedings for assessment in the name of the Authority in the Superior Court of the county in which all or part of the pollution of violation occurred.

- (c) The Authority Manager may recover reasonable attorney's fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the Authority.
- (d) The Board may establish by regulation a schedule of the amount of civil penalty which can be assessed by the Authority for certain specific violations or categories of violations.
- (e) Filing a suit for civil penalties shall not be a prerequisite for taking any other action against a user.
- (f) Any civil penalty assessed to a violator pursuant to this section may be in addition to any civil penalty assessed by the Director of EPD pursuant to O.C.G.A. § 12-5-52; provided, however, the sum of penalties imposed by this section and by O.C.G.A. § 12-5-52 shall not exceed \$25,000.00 per day for each day during which the act or omission continues or occurs.

Section 28-350. Assessment for noncompliance with program permits or orders.

- (a) The Authority may assess the liability of any polluter or violator for damages to the pretreatment agency resulting from any person's or industrial user's pollution or violation, failure, or neglect in complying with any permits or orders issued pursuant to the provisions of the pretreatment program in accordance with O.C.G.A. § 12-5-42 through 12-5-53, or section 28-345 or 28-352.
- (b) If an appeal from such assessment is not made to the Board by the polluter or violator within 30 days of notification of such assessment, he shall be deemed to have consented to such assessment and it shall become final.
- (c) Damages may include any expenses incurred in investigating and enforcing the pretreatment program, or O.C.G.A. § 12-5-42 through 12-5-53, section 28-345 or 28-352, in removing, correcting, and terminating any pollution, and also compensation for any actual damages caused by the pollution or violation.
- (d) Whenever any assessment has become final because of a person's failure to appeal within the time provided, the Authority may apply to the appropriate court for a judgment and seek execution on such judgment. The court, in such proceedings, shall treat the failure to appeal such assessment as a confession of judgment in the amount of the assessment.

Section 28-351. Judicial proceedings and relief.

The Authority may initiate proceedings on behalf of the Authority in the Superior Court of the county in which the activities occurred against any person or industrial user who is alleged to have violated or is about to violate the pretreatment program, O.C.G.A. § 12-5-42 through 12-5-53, section 28-345 or 28-352, or orders of the Board. In such action, the Authority may seek, and the court may grant, injunctive relief and any other relief available in law or equity.

Section 28-352. Administrative enforcement remedies.

- (a) **Notification of Violation.** When the Authority finds that any industrial user has violated or is violating this article, or a wastewater permit or order issued hereunder, the Authority or its agent may serve upon said user written notice of the violation. Within 10 days of the receipt date of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the Authority. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation.
- (b) **Consent Orders.** The Authority is hereby empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the industrial user responsible for the

noncompliance. Such orders will include specific action to be taken by the industrial user to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as administrative orders issued pursuant to subsection (d) of this section.

- (c) **Show-Cause Hearing.** The Authority may order any industrial user which causes or contributes to a violation of this article or wastewater permit or order issued hereunder, to show cause why a proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least 10 days prior to the hearing. Such notice may be served on any principal executive, general partner, or corporate officer. Whether or not a duly notified industrial user appears as noticed, immediate enforcement action may be pursued. A show cause hearing shall not be a prerequisite for taking any other action against the user.
- (d) **Compliance Order.** When the Authority finds that an industrial user has violated or continues to violate this article or a permit or order issued thereunder, he may issue an order to the industrial user responsible for the discharge directing that, following a specified time period, sewer service shall be discontinued unless adequate treatment facilities, devices, or other related appurtenances have been installed and are properly operated. Orders may also contain such other requirements deemed reasonably necessary and appropriate to address the noncompliance, including the installation of pretreatment technology, additional self-monitoring, and management practices. Issuance of a compliance order shall not be a prerequisite to taking any other action against the user.
- (e) **Cease and Desist Orders.** When the Authority finds that an industrial user has violated or continues to violate this article or any permit or order issued hereunder, the Authority may issue an order to cease and desist all such violations and direct those persons in noncompliance to do one of the following:
 - (1) Comply with the order.
 - (2) Take appropriate remedial or preventive action needed to properly address a continuing or threatened violation, including halting operations and terminating the discharge.

Issuance of a cease and desist order shall not be a prerequisite to taking any other action against the user.

Section 28-353. Assessment of damages to users.

When the discharge of waste or any other act or omission causes an obstruction, damage, or any other impairment to the Authority's facilities which causes an expense or damages of whatever character or nature to the Authority, the Authority shall assess the expenses and damages incurred by the Authority to clear the obstruction, repair damage to the facility, and otherwise rectify any impairment, and bill the person responsible for the damage for reimbursement of all expenses and damages suffered by the Authority. If the person responsible refuses to pay, then the Authority shall forward a copy of the statement and documentation of all expenses to the Authority's attorney who shall be authorized to take appropriate legal action.

Section 28-354. Disposition of damage payments and penalties.

All damages and/or penalties assessed and collected under the provisions of sections 28-349 through 28-353 shall be placed in a special fund by the Authority and allocated and appropriated to the sewer system for the administration of its pretreatment program.

Sections 28-355—28-381. Reserved.

DIVISION 10. WASTEWATER VOLUME DETERMINATION

Section 28-382. Metered water supply.

Charges and fees related to the volume of wastewater discharged to the Authority's sewer system shall be based upon the user's total water consumption from all water supply sources. The total amount of water used shall be determined from public meters installed and maintained by the Authority and/or private meters installed and maintained at the expense of the user and approved by the Authority.

Section 28-383. Actual wastewater volume.

(a) When charges and fees are based upon water usage and/or discharge and where, in the opinion of the Authority, a significant portion of the water received from any metered source does not flow into the community sewer because of the principal activity of the user or removal by other means, the charges and fees will be applied only against the volume of water discharged from such premises into the community sewer. Written notification and proof of the diversion of water must be provided by the user and approved by the Authority.

(b) The users may install a meter of a type and at a location approved by the Authority to measure either the amount of sewage discharged or the amount of water diverted. Such meters shall be maintained at the expense of the user and be tested for accuracy at the expense of the user when deemed necessary by the Authority.

Section 28-384. Estimated wastewater volume.

For users where, in the opinion of the Authority, it is unnecessary or impractical to install meters, charges and fees may be based upon an estimate of the volume to be discharged. The estimate shall be prepared by the user and approved by the Authority. The number of fixtures, seating capacity, population equivalent, annual production of goods and services, and other such factors as deemed rational by the Authority shall be used to estimate the wastewater discharge volume.

Section 28-385. Domestic flows.

For the separate determination of the volumes of domestic and industrial flows from industrial users for purposes of calculating charges based upon industrial wastewater flows alone, users shall install a meter of a type and at a location approved by the Authority. For users where, in the opinion of the Authority, it is unnecessary or impractical to install such a meter, the volume of the domestic and industrial wastewater shall be based upon an estimate prepared by the users and approved by the Authority.

Sections 28-386—28-413. Reserved.

DIVISION 11. WASTEWATER CHARGES AND FEES

Section 28-414. Purpose.

A schedule of charges and fees shall be adopted by the Authority which will enable it to comply with the revenue requirements of the Clean Water Act. Charges and fees shall be determined in a manner consistent with regulations of the EPA Construction Grant Program in order that sufficient revenues are collected to defray the Authority's cost of operating and maintaining adequate wastewater collection and treatment systems and to provide sufficient funds for equipment replacement, capital outlay, bond service costs, capital improvements, and depreciation.

Section 28-415. Abutting property owners; to pay charges.

The owner or occupant of each lot or parcel of land which abuts upon a street or other public way containing a sanitary sewer upon which lot or parcel a building has been or

may hereafter be constructed for residential, commercial, or industrial use shall pay the sewer service charges as provided in this article. The Authority or its designer shall make the determination whether or not a lot or parcel abuts upon a segment of street, alley, easement, or other public way in which there is a sewer for the purposes of levying service charges; provided that he or she may waive the collection of such charges where the connection is infeasible based upon engineering or hydraulic principles, the connection would not comport with applicable plumbing or building codes, or the connection would not comport with other applicable codes, laws, or regulations.

Section 28-416. Contracts for disposal of sewage authorized.

The Authority may enter into contracts with any municipality, county, incorporated district or person for the treatment and disposal of sewage collected and pumped or delivered to some part of the sewer system; provided, however, that the charges to be paid for the treatment and disposal of such sewage shall not be less than an amount which is fair and equitable, taking into account the cost to the Authority of such treatment and disposal and the cost of the sewage disposal system. All revenues received pursuant to such contract shall be deemed to be revenues of the sewer system, and shall be applied and accounted for in the same manner as other revenues derived from the operation of such system.

Section 28-417. Secondary metering.

Whenever a property upon which a sewer user charge is imposed under this article uses water for an industrial or commercial purpose, which water so used is not discharged into the sewerage system of the Authority, the quantity of water so used and not discharged into the Authority's sewers shall be excluded in determining the sewer user charge of the owner or occupant; provided that the quantity of water so used and not discharged into the Authority sewers is measured by a device or meter (called a secondary meter) approved by the Authority and installed by the owner or occupant without cost to the Authority. The sewer user charge based upon the consumption of water to be paid by the owner or occupant of such property shall be computed at the rates provided in this article less the quantity not discharged into the Authority's sewers. The Authority reserves the right to require calibration of secondary meters when appropriate. A secondary meter shall meet the following requirements:

- (1) Meters should read in 100 cubic feet.
- (2) Meters must be located either in an outdoor meter box or vault, or inside the user's building or structure in a clean, dry, safe place not subject to wide temperature variations so that the meter can be easily examined, read, or removed.
- (3) The user shall, at its expense, provide suitable pipe connections and shut-off valves, one each at the inlet and outlet sides of the meter.
- (4) The meter box or vault must be constructed to protect the meter from freezing and damage by vehicular traffic, and its location and design shall prevent, as far as possible, the inflow of surface water.
- (5) Any changes in location of secondary meters, malfunctions, replacements, or any other changes in the approved secondary meter installation must be reported to the Authority in writing. Also, a copy must be forwarded to the water company containing all pertinent information regarding that particular meter.
- (6) No retroactive credits will be issued if the holder of the secondary meter permit fails to comply with the rules and regulations in force at any particular time.
- (7) If any water exempted from the sewer service charge is returned to the sewer system at any time or point, a metering device shall be installed. Any flow registered through such a meter shall be charged for sewer service.

- (8) Any secondary meter must be easily accessible by the Authority. If this is not possible, remote read meters shall be installed and protected from any magnetic interference. It is the responsibility of the permit holder to assure the accuracy of the remote read to the installed meter.
- (9) All meters must be calibrated and certified for accuracy once every 18 months. The certification of the inspection or a copy thereof has to be forwarded to the Authority.

Section 28-418. Types of charges and fees.

The charges and fees established in the Authority's schedule of charges and fees may include, but not be limited to, the following:

- (1) Tap fees.
- (2) User charges and surcharges.
- (3) Fees for monitoring requested by user.
- (4) Fees for permit applications.
- (5) Fees for garbage grinders.
- (6) Fees for truck discharge operation permits.
- (7) Fees for discharge of holding tank wastes.
- (8) Inspection fees.

Section 28-419. Basis for determination of charges.

(a) Charges and fees shall be based upon a minimum basic charge for each premise, computed on the basis of normal wastewater from a domestic premise with the following characteristics:

Parameter	Normal Wastewater Concentration (mg/L)		
	Chickamauga	Chattanooga	Lafayette
BOD ₅	500	300	400
COD	1,200	---	800
Suspended solids	400	400	375

(b) The charges and fees for all users other than the basic domestic premise shall be based upon the relative difference between the average wastewater constituents and characteristics of that user as related to those of a domestic premise.

(c) The charges and fees established for permit users shall be based upon the measured or estimated constituents and characteristics of the wastewater discharge of that user which may include, but not be limited to, BOD, COD, suspended solids, oil and grease, and volume.

Section 28-420. User charges.

Each user of the Authority's sewer system will be levied a charge for payment of bonded indebtedness of the Authority and for the user's proportionate share of the operation, maintenance, and replacement (OM&R) costs of the sewer system. A surcharge may be levied against those users with wastewater that exceeds the strength of normal wastewater.

- (1) The *OM&R user charge* will be computed from a base charge plus a surcharge. The base charge will be the user's proportionate share of the costs of OM&R for handling its periodic volume of normal wastewater plus the user's share of the bond amortization costs of the Authority.
- (2) *Computation of charges.* Each user's share of OM&R costs will be computed by the following formula:

$$Cu = \frac{Ct}{Vt} (Vu)$$

Where:

- Cu = User's charge for OM&R per unit of time.
- Ct = Total OM&R cost per unit of time, less cost recovered from surcharges.
- Vt = Total volume contribution from all users per unit of time.
- Vu = Volume contribution from a user per unit of time.

- (3) *Bonded indebtedness charges.* Each user's share of bonded indebtedness costs will be based on a schedule which reflects the user's volumetric and/or waste strength contribution to the system.
- (4) *User surcharges.* The surcharge will be the user's proportionate share of the OM&R costs for handling its periodic volume of wastewater which exceeds the strength of BOD₅, SS, and/or other elements in normal wastewater as defined by section 28-419. The amount of the surcharge will be determined by the following formula:

$$Cs = (Bc \times B + Sc \times S + Pc \times P) 8.34 Vu$$

Where:

- Cs = Surcharge for wastewaters exceeding the strength of normal wastewater expressed in dollars per billing period.
- Bc = OM&R cost for treatment of a unit of BOD₅ expressed in dollars per pound.
- B = Concentration of BOD₅ from a user above that of normal wastewater, expressed in mg/l.
- Sc = OM&R cost for treatment of a unit of SS expressed in dollars per pound.
- S = Concentration of SS from a user above that of normal wastewater, expressed in mg/l.
- Pc = OM&R cost for treatment of a unit of any pollutant which the POTW is committed to treat by virtue of an NPDES Permit or other regulatory requirement, expressed in dollars per pound.
- P = Concentration of any pollutant from a user above that of normal wastewater, expressed in mg/l. Base levels for pollutants subject to surcharges will be established by the Authority.
- Vu = Volume contribution of a user per billing period in million gallons based on a 24-hour average for billing period.

a. The concentrations of any pollutant of an industrial user and the volume contribution of that user shall be calculated from discharge monitoring reports subject to verification by the Authority, from records maintained by the industrial user, and from reliable information obtained from any other source.

b. The values of parameters used to determine user charges may vary from time to time. Therefore, the Authority is authorized to modify any parameter or value as often as is necessary. Review of all parameters and values shall be undertaken when necessary, but in no case less frequently than annually.

- (5) *Pretreatment program charges.* Industrial users may be required to pay a separate pretreatment program charge. The pretreatment program charge will be based on the user's proportional share of the costs of administering the POTW pretreatment program, which includes costs incurred by the Authority for verification monitoring, analysis, and reporting. Each user's share of the pretreatment program costs will be computed by the following formula:

$$CU = \frac{Ct}{Vt} (Vu)$$

Where:

- Cu = User's charge for POTW pretreatment program per unit of time.
- Ct = Total POTW pretreatment program costs per unit of time.
- Vt = Total volume contribution of permitted industrial users per unit of time.
- Vu = Volume contribution from a permitted industrial user per unit of time.

- (6) *Multi-unit complexes.* To provide more equality between single-family and multi-unit dwellings (with just one or less number of water meters than the total number dwelling units in complex), sewer service charges to multi-unit apartment complexes served by master meters or any combination of meters totaling less than the number of units served shall be charged by the following formula:

$$U[adj] \times S[c] \times O[c]$$

Where:

- U[adj] = U[tot]/O[c]
- U[tot] = Total usage of individual meter or master meter.
- O[c] = The number of units served by the referenced meter times a 90 percent occupancy rate.
- s[c] = The user charge as detailed in this section.

Section 28-421. Review of OM&R charges.

The Authority shall review at least annually the wastewater contribution by users, the total costs of OM&R of the treatment works, and its approved user charge system. The Authority shall revise the user charges to accomplish the following:

- (1) Maintain the proportionate distribution of OM&R costs among users or classes of users.
- (2) Generate sufficient revenue to pay the total OM&R costs of the treatment works.
- (3) Apply any excess revenues collected to the costs of O&M for the next year and adjust the rate accordingly.

Section 28-422. Charges for extraneous flows.

The costs of O&M for all flow not directly attributable to users, e.g., infiltration/inflow, will be distributed proportionally among all users of the treatment works.

Section 28-423. Notification, billing, and ollection.

- (a) **Notification.** Each user will be notified, at least annually, in conjunction with a regular bill of the rate and that portion of the user charges which are attributable to OM&R charges.
- (b) **Billing.** Wastewater charges imposed by this article shall be added to, included in, and collected with the monthly water service bills, and shall be due and payable monthly. This shall not affect the right of the Authority to collect wastewater charges from customers who utilize private or public water supplies from other utilities and who discharge wastewater to the Authority.
- (c) **Collection.** Wastewater charges and fees imposed by this article shall be collected by the Authority in a manner established by the Board.
- (d) **Delinquent Accounts.** The Authority may discontinue water service to any customer who has a delinquent wastewater charge until such wastewater charge has been paid, except as provided by state or federal law.
- (e) **Adjustments.** The Authority shall make appropriate adjustments in the wastewater charge of sewer customers for over or under registration of Authority meters, leaks, or other recognized adjustments.
- (f) **Appeals.** A user may contest a credit or billing determination by the Authority by paying said bill under protest and within 30 days following the due date of said bill lodging with the Authority a written notice of appeal with the Board. The appeal shall follow the procedures in section 28-348.

Sections 28-424—28-444. Reserved.

DIVISION 12. ADMINISTRATION OF SEWER SYSTEM

Section 28-445. Authority Manager.

- (a) **Authority Manager and Staff.** The Authority Manager and his or her staff shall be responsible for the administration of all sections of this division. Administratively, the Authority Manager shall be appointed by and shall report to the Board.
- (b) **Authority of Authority Manager.** The Authority Manager shall have the authority to enforce all sections of this division. The Manager shall be responsible and have the authority to maintain and operate the various treatment works, sewer lines, pump stations, and other appurtenances. The Manager shall be responsible for preparation of operating budgets subject to the normal budgetary processes of the Authority.
- (c) **Records.** The Manager shall keep in this office or at an appropriate storage facility all applications required under this division and a complete record thereof, including a record of all wastewater discharge permits.
- (d) **Authority Manager to Assist Board.** The Manager shall attend all meetings of the Board, or when it is necessary for the Authority Manager to be absent, a designated representative shall be sent to make reports to and assist the Board in the administration of this article.
- (e) **Notice of Pretreatment Standards.** The Authority Manager shall notify industrial users identified in 40 CFR, Part 403.8(f)(2) of any applicable pretreatment standards or other applicable requirements promulgated by the EPA under the provisions of Section 204(b) of the Act (33 U.S.C. 1284), Section 405 of the Act (33 U.S.C. 1345), or under the provisions of Sections 3001 (42 U.S.C. 6921), 3304 (42 U.S.C. 6924), or 4004 (42 U.S.C. 6944) of the Solid Waste Disposal Act. Failure of the Authority Manager to notify industrial users

shall not relieve the users from the responsibility of complying with these requirements.

- (f) **Regulations and Standards Authorized.** The Authority Manager may promulgate rules, regulations, and design criteria not inconsistent with this division and have them printed for distribution. These rules may include requirements for performing wastewater characterizations, analysis, and other measurements by standard methods approved by the Authority. Such rules and regulations shall be ratified and adopted by the Board.
- (g) **Sewer Credits.** The Authority Manager shall approve secondary meters and determine other kinds of sewer user charge credits.
- (h) **Approves New Construction.** The Authority Manager shall give approval through acceptance of newly constructed sanitary sewer lines, pump stations, and other appurtenances.
- (i) **Emergency Powers.** The Authority Manager shall have the authority to take whatever emergency action he deems necessary whenever a situation occurs that creates danger to the personnel of the Authority or the facilities of the system or where there is a danger to public health.

Section 28-446—28-473. Reserved.



RESOLUTION R-038-22

A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO AUTHORIZE THE FILING OF AN APPLICATION WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR A GRANT FOR PUBLIC TRANSPORTATION ASSISTANCE UNDER TITLE 49 U.S.C., SECTION 5311.

WHEREAS, the Board of Commissioners of Walker County ("Board") is the governing authority of Walker County, Georgia; and

WHEREAS, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized (rural) areas for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services;

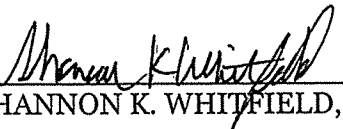
THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia hereinafter referred to as "Applicant",

1. That the designated official, Shannon Whitfield, Chairman/CEO, hereinafter referred to as "Official" is authorized to execute and file an application on the behalf of the Applicant, a County government, with the Georgia Department of Transportation to aid in the financing of public transportation assistance pursuant to Section 5311 of the Federal Transit Act.
2. That the Official is authorized to execute and file such application and assurances or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.

5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.
6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1G, FTA Certifications and Assurances for Federal Assistance 2021 as listed in this grant application and General Operating Guidelines as illustrated in the *Georgia State Management Plan*.
7. That the applicant has or will have available the required non-federal funds to meet local share requirements for this grant application.

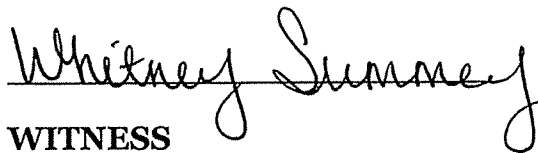
SO RESOLVED AND ADOPTED this 10th day of November, 2022

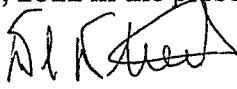
WALKER COUNTY, GEORGIA


 SHANNON K. WHITFIELD, Chairman

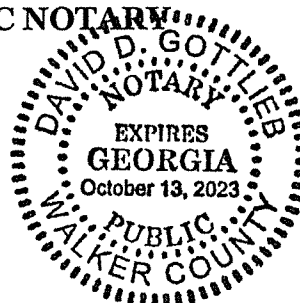
The forgoing Resolution received a motion for passage from Commissioner Spokane, second by Commissioner Allen, and upon the question, the vote is 4 ayes, 0 nays to adopt the Resolution.

Signed, sealed and delivered this 10th day of November, 2022 in the presence of:


 WITNESS

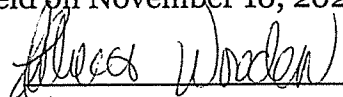

 PUBLIC NOTARY

SEAL:



CERTIFICATE

The undersigned duly qualified and acting Clerk of Walker County Government certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on November 10, 2022.


 Name of Certifying/Attesting Officer


 Title of Certifying/Attesting Officer





RESOLUTION R-039-22

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO
DECLARE PROPERTY FROM THE WALKER COUNTY SHERIFF'S OFFICE AS
UNSERVICEABLE SURPLUS AND REMOVED FROM THE COUNTY INVENTORY**

WHEREAS, O.C.G.A. § 36-9-2 provides that the county governing authority shall have the control of all property belonging to the county and may, by order entered on its minutes, direct the disposal of any real property which may lawfully be disposed of and make and execute good and sufficient title thereof on behalf of the county; and

WHEREAS, the Walker County Sheriff's Office has requested the property listed on **Exhibit A** be deemed unserviceable surplus and further requests that the property be removed from the County inventory;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the property listed in **Exhibit A** attached hereto, and made a part hereof, be hereby declared unserviceable surplus and removed from the County.

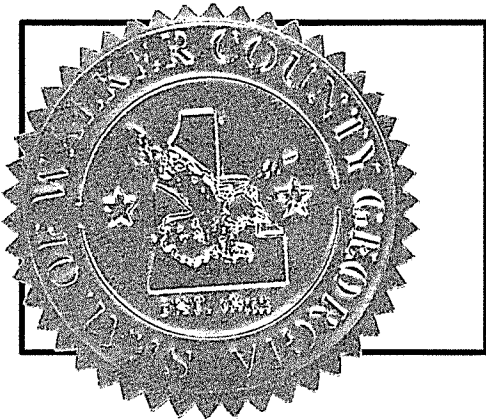
SO RESOLVED AND ADOPTED this 10^h day of November, 2022.

ATTEST:

WALKER COUNTY, GEORGIA

REBECCA WOODEN, County Clerk

SHANNON K. WHITFIELD, Chairman



The foregoing Resolution received a motion for passage from Commissioner Adams, second by Commissioner Stultz, and upon the question the vote is 04 ayes, 0 nays to adopt the Resolution.

MEMORANDUM

TO : WALKER COUNTY BOARD OF COMMISSIONERS
FROM : SHERIFF STEVE WILSON *SBW*
DATE : OCTOBER 18, 2022
SUBJECT : SURPLUS EQUIPMENT

Please declare the following equipment as surplus and remove from county inventory. Both rifles shall be disposed of, as they are unserviceable and have surpassed their service life.

- 1) Remington M-700 Serial #B6684896
- 2) Remington M-700 Serial #E6615751

1 – Lt. Pat Cook, Training



RESOLUTION R-040-22

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO ACCEPT SHEILA GAIL LANE AS A PUBLIC ROAD AS SET FORTH HEREIN

WHEREAS, Sheila Gail Lane is an existing private road located in the unincorporated portion of Walker County; and

WHEREAS, all of the owners whose property abuts Sheila Gail Lane have filed a Petition requesting that the County accept Sheila Gail Lane as a public road; and

WHEREAS, the County Road Superintendent has submitted his recommendation to the Board of Commissioners regarding the County's acceptance of Sheila Gail Lane as a public road; and

WHEREAS, the Board of Commissioners has reviewed all relevant documents, facts and circumstances regarding the proposed acceptance of Sheila Gail Lane as a public road;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the County accepts Sheila Gail Lane as a public road subject to the following:

1. The County shall only be responsible for the maintenance and necessary repairs of Sheila Gail Lane from the inside curb of one side of the road to the other inside curb of the road; and
2. Every owner whose property abuts Sheila Gail Lane shall execute a deed to the County conveying their portion of Sheila Gail Lane between the inside curb of the road to the other inside curb of the road.

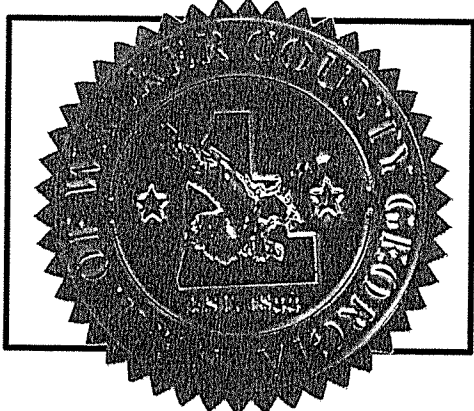
SO RESOLVED AND ADOPTED this 10th day of November, 2022.

ATTEST:

WALKER COUNTY, GEORGIA

REBECCA WOODEN, County Clerk

SHANNON K. WHITFIELD, Chairman



The foregoing Resolution received a motion for passage from Commissioner Chapman, second by Commissioner Ashe, and upon the question the vote is 4 ayes, 0 nays to adopt the Resolution.

memo

Georgia Probation Services, Inc.

To: Governing Authorities and Judges

From: Tony Moreland

Date: July 11, 2022

Re: Contract Renewal

It is time for our contract renewal. This is required by the state at least every 5 years. Contract may automatically renew each year but on the 5th year a new contract is needed.

There is no substantial change to the contract except our fee is increasing from \$41 per month to \$45 per month. It has not increased in 5 years, and this represents an increase of less than 10% while inflation has been about 21.2% over that period. This is not enough but we believe it is too much to ask for more as people are already struggling. This rate will be locked in for the next 5 years unless a new contract were to be negotiated which is very unlikely.

The law requires the governing authority to enter into the contract with the probation provider and the resulting contract must be approved by and consented to by the judge (or chief judge) of each court.

If you have any questions, comments or changes please feel free to contact me at the following.

Thanks

Tony M. Moreland

CEO

Georgia Probation Services, Inc.

423-227-9997

gpsi@gpsiprobation.com

In accordance with O.C.G.A. Section 42-8-101(b)(1), this Agreement shall be attached as an exhibit to documentation of the Governing Authority's approval to privatize probation services and the judge's express written consent to privatize probation services.

Probation Services Agreement

This Agreement is made by and between the Governing Authority of Walker County (hereinafter "the County") and Georgia Probation Services, Inc., a corporation organized under the laws of the State of Georgia with its principal place of business at PO Box 906, Trenton, GA 30752 (hereinafter "Contractor") on behalf of the State Court of Walker County (hereinafter "the Court"). This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or the County, Contractor shall provide the following services.

Responsibilities of Probation Services Contractor

1. **Compliance with Statutes and Rules.** Contractor shall be registered with the Department of Community Supervision and shall comply with all laws that apply to probation companies in Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision. All probation management activities and/or reporting activities performed by Contractor pursuant to this Agreement must be accomplished in strict compliance with all applicable Federal and Georgia laws, as are now in effect or hereafter may be amended. If a contradiction or conflict exists between any and all applicable Federal or Georgia laws and any terms, conditions, stipulations, etc., listed herein, the term, condition, stipulation, etc., listed herein shall not be applicable and the County shall, upon notification of a contradiction or conflict, issue an amendment to bring the term, condition, stipulation, etc., into compliance with the law.
2. **Records and Confidentiality.** Contractor shall keep all reports, files, records, and papers, either physical or digital, in a centralized location convenient to the County. Such reports, files, records, and papers are and shall remain the property of the County and shall be maintained in accordance with the Open Records Act. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records, and papers relative to supervision of probationers under this Agreement in accordance with applicable law. These records, files and papers shall be available only to the County, an auditor appointed by the County, the judge handling the case, the Department of Audits and Accounts, the Department of Community Supervision, the State Board of Pardons and Paroles, or the Board of Community Supervision, and to the probationer as provided in O.C.G.A. Section 42-8-109.2 and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.
3. **Financial Records.** Contractor shall maintain financial records according to accepted accounting practices.
4. **Employees Qualifications and Training: Contractor's Probation Officer Qualifications and Training.** Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. Contractor shall abide specifically by rule 105-2-.09 of the rules for misdemeanor probation services of the Department of Community Supervision. Contractor shall have at least

one supervisor with five years' experience in corrections, parole, or probation services. Any person employed as and using the title of a private probation officer or probation officer must undergo a background check by the Department of Community Supervision. In accordance with O.C.G.A 42-8-107, and rule 105-2-.10 of the rules for misdemeanor probation services of the Department of Community Supervision. Any such person shall be at least 21 years of age at the time of appointment to the position of private probation officer or probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements. Every private probation officer shall receive an initial 40 hours of orientation upon employment and shall receive 20 hours of continuing education per annum as approved by the board, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006. In no event shall any person convicted of a felony be employed as a probation officer or private probation officer. Contractor shall insure its policies and procedures meet any legal requirement for individual training.

A: Administrative Employees, Agents, Interns or Volunteer Qualifications and Training. Contractor shall employ or appoint competent and able personnel to provide administrative services to be rendered hereunder and to appropriately administer administrative assistance to probationers and probation officers. In accordance with O.C.G.A 42-8-106.1 and 42-3-10 and the rules of the Department of Community Supervision any such person shall be at least 18 years of age, have signed a statement co-signed by the Director or his/her designee that the administrative employee, agent, inter or volunteer has received an orientation on these rules as well as operations guidelines relevant to the their job duties which will be maintained in the personnel files of Georgia Probation Services, Inc. Any such person shall have a high school diploma or its equivalent and shall complete a 16-hour initial orientation program within 6 months of appointment and 8 hours of annual in-service continuing education training consisting of the approved curriculum by the MPOU unit of the Department of Community Supervision. In addition, administrative staff must submit to ongoing criminal background checks completed by the Department of Community Supervision, submit to fingerprinting upon request, must maintain a clear criminal record, must report any arrest within 48 hours and must abide by all laws and rules as it pertains to misdemeanor probation entities. In no event shall any person convicted of a felony be employed by Georgia Probation Services, Inc. in any capacity

5. Criminal History and Background Check. Contractor represents and warrants that all employees have had or shall have criminal history and background checks by the Department of Community Supervision and have given or shall give the Department of Community Supervision written consent to conduct periodic criminal history checks.

6. Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed 399 probationers per probation officer. Probation Officers shall make contact either in person, or by telephone or email with each probationer each month. The number of contacts shall be determined by the desire and compliance of the probationer and may be increased or decreased accordingly.

7. Location Place of Business. Contractor shall establish a schedule for meeting with probationers and the provision of services to probationers in the vicinity of Walker County so as not to place an undue burden on the probationers.

8. Reporting and record keeping procedures. Contractor shall abide specifically by rule 105- 2-.13 and 105-2-.14 of the rules for misdemeanor probation services of the Department of Community Supervision and O.C.G.A. 42-8-108 and 42-8-109.2 as to all reports and records. Contractor shall provide to the judge who approved this contract or his or her designee and the Board of Community Supervision (the "Board") a quarterly report summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees (**NOTE; GEORGIA PROBATION SERVICES, INC DOES NOT CHARGE ANY ADDITIONAL FEE OTHER THAN THE SUPERVISION FEE**); the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter; whether the case was closed successfully or unsuccessfully; the number of warrants issued during the quarter; the number of probationers using community service hours to satisfy fine or other financial obligations, and the number of community service hours so converted; amounts of unpaid financial obligations, specifying amounts of Probation Fees, crime victim funds, victim restitution, and fines/other funds to be paid to the court; and number of cases where each of the following types of requirements were incomplete: community service, evaluation/counseling, risk reduction school, defensive driving school. The report shall be delivered by the end of the month following the calendar quarter.

A. At least annually by January 31 of each year, Contractor shall provide a report to the Court and the governing authority that includes all information set forth in the preceding four quarterly reports.

B. Contractor shall provide such other reports as may be requested by the Court during the period of this Agreement which may include but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected. Contractor shall provide such reports to the Court or the governing authority within 30 days of the written request of the Court or the governing authority.

9. Tender of Collections. Contractor shall deliver over to the Clerk of Court at least monthly all funds paid by probationers, except that Contractor shall retain funds due for Probation Fees; shall pay Crime Victim Emergency Fund ("CVEF") fees directly to the Criminal Justice Coordinating Council; and shall pay victim restitution funds to the victim or to the Clerk of Court as provided below. All said sums shall be disbursed at least monthly to the person or entity entitled to such payment, by the 15th day of the month following payment by probationer.

A. Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the (15th) day of the following month. Restitution shall be paid to the victim by the (15th) day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds in the following order of priority: 1) probation fees to include GCVEF. 2) restitution 3) Fines, 4) court costs and surcharges, Contractor shall not retain or profit from any fines, restitution, fees, or cost collected from probationers except the probation fee authorized by this Agreement.

10. Access to Contractor Records. All records shall be open to inspection upon the request of the County, the Court, the Department of Audits and Accounts, an auditor appointed by the County, or the Department of Community Supervision. Contractor shall fully cooperate with the inspection of records and shall provide timely and complete access to such records upon request.

A. Fiscal Audit: Contractor shall allow any auditor hired by the County to annually audit its records and books pertaining to the services rendered to the court upon request.

11. Conflict of Interest per O.C.G.A 42-8-109. Contractor shall not engage in any other employment, business, or activity which interferes or conflicts with its duties and responsibilities as a probation corporation, enterprise, or agency under applicable law or which interferes with or conflicts with its duties and responsibilities under this agreement.

A. Contractor and its employees, agents and officers shall not have personal or business dealings, including the lending of money, with probationers under their supervision.

B. Contractor and its employees, agents and officers shall not own, operate, or have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

C. Contractor and its employees, agents and officers shall not specify, directly or indirectly, a DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs.

12. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

A. Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

B. Supervision. The Court shall have the sole responsibility of determining the appropriate service(s) for each probationer. In general, Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

C. Restitution, Fine and Fee Collection. The Court shall have the sole authority to determine monetary amounts required from probationers. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized bill prepared in accordance with accepted accounting practices for each month for each probationer. Contractor shall comply specifically with rule 105-2-.15 of the rules for misdemeanor probation services of the Department of Community Supervision, O.C.G.A 42-8-103, 17-15-13 and 17-14-8 in the collection and disbursement of all monies.

D. Contractor shall provide probationer a written receipt and balance statement after each payment.

E. Offenders determined by the Court to have a significant financial hardship. Offenders determined by the Court to have a significant financial hardship in accordance with O.C.G.A. Section 42-8-102 shall be supervised at no cost to the probationer or the Court or the governing body.

F. A schedule of allowed Probation Fees shall be attached to the Contract. Attachment A.

G. Contractor may only charge fees found in Exhibit A.

H. Probationers shall always be allowed to make greater payments than the minimum required by the payment schedule, and shall always be allowed to prepay fines, costs, and restitution in full without penalty. No prepayment shall be required to be made toward Probation Fees not yet due and payable. Contractor shall give clear instruction to probationers on how to request that community service be used to satisfy financial or other obligations of sentence. The Court shall, from time to time, give Contractor direction as to the amount of credit to be given per hour of eligible community service.

I. Contractor shall establish and comply with written internal policies giving probation officers standards for managing financial non-compliance: establishing minimum and maximum degrees of financial non-compliance that will prompt the officer to require increased reporting or to request a court hearing. If probationer claims the financial non-compliance is due to significant financial hardship as described in O.C.G.A. Section 42-8-102 and in the applicable Bench Card published by Administrative Office of the Courts, Contractor shall conduct an initial assessment of significant financial hardship and supply the results to the Court within 30 days for the Court to make a final determination of whether significant financial hardship exists.

13. Community Service. Contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of service participation.

A. Contractor shall not recognize community services hours at any agency that has not been approved by Court. Agencies may apply to be a community service provider by following the procedures articulated in O.C.G.A. § 42-3-51 and, if accepted by the Court, are governed by the restrictions found therein. Contractor shall ensure that actual and appropriate community service work is performed for the number of hours credited, and properly supervised and certified by a responsible individual at the agency. Probationers shall not be allowed to perform community service under supervision of any relative. Agencies improperly supervising probationers or certifying work not performed or hours not worked shall be removed from the list of approved agencies.

Contractor shall maintain a list of agencies which qualify as community service supervision agencies pursuant to OCGA § 42-3-50-51. Contractor shall investigate each agency to ensure that the agency provides appropriate community service opportunities with appropriate supervision. Contractor shall immediately report to the Court any violations by each agency so that the Court may consider whether to remove any such agency from its list of approved community service providers. Contractor may require additional reports to probation because of delay in beginning or completing community service. If probationer continues to substantially fail to timely perform community service after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke or other means directed by the Court. Contractor shall not convert community service to cash or other forms without the express, written approval of the Court, including the specific type and amount of alternative payment or performance. An offender determined by the Court to be indigent shall have his or her community service supervised at no cost to the probationer or the Court or the governing body.

14. Drug/Alcohol Screening, other evaluations, and treatments. Contractor shall coordinate with local authorities and facilities, evaluation, and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court.

A. Whenever a probationer is required by sentence of the Court to obtain an evaluation for substance abuse, anger or violence issues, or other mental health issues, Contractor shall require prompt proof of such evaluation from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Contractor shall require such evaluation within the first 60 days of probation, or if the counseling is to follow an evaluation, then within 30 days after obtaining an evaluation.

B. Contractor may require additional reports to probation because of delay in beginning or completing evaluation or treatment. If a probationer continues to substantially fail to complete evaluation or obtain treatment after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke or other means directed by the Court.

C. Contractor shall deliver no evaluation or treatment services of any kind to probationers.

D. Contractor shall not require a probationer to undergo drug screens unless probationer's sentence expressly makes probationer subject to drug screens, the probation officer receives information that a probationer is using illicit drugs or the probationer's probation officer is able to observe indicia that the probationer is intoxicated by alcohol or drugs.

15. Electronic Monitoring. Contractor, when so ordered, shall direct any probationer ordered to undergo electronic monitoring to an entity capable of such monitoring. Contractor shall not receive any benefit from any monitoring entity.

16. Reports of Violations Probation and Revocation Procedures. Contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations. In all matters the Contractor shall comply with O.C.G.A. 42-8-102.

17. Pre-sentence Investigations. When directed by the Court, Contractor shall conduct pre-sentence investigations for the Court as requested. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense, 2) a social and family background examination, 3) a criminal history check, through Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the defendant. The defendant shall be responsible for payment of \$100.00 to Contractor prior to the pre-sentence investigation beginning. The County agrees to seek the information for Contractor through the Georgia Crime Information Center and the National Crime Information Center through its computer terminal and provide a copy of such check to the Contractor.

18. Pre-hearing Arrest Warrants. Except as expressly directed by the Court in a particular case, or as provided in paragraph a, below, Contractor shall not request issuance of an arrest warrant for a probationer prior to hearing based on the following types of violations: failure to pay fines, failure to perform community service; failure to attend classes or counseling; failure to obtain mental health evaluations. In these instances, Contractor shall request a pre-warrant revocation hearing before the Court unless other circumstances justify arrest prior to hearing. No warrant shall be requested or issued if the sole violation of probation is failure to pay probation fees.

A. Providers may request issuance of an arrest warrant for a probationer prior to hearing based on the following types of violations: commission of a new criminal offense; threats to public safety or the safety of individual persons or property; threats to the safety of victims or contact with a victim in violation of sentence conditions or other court orders; failure to report to probation; failure to appear for court proceedings after due notice; use of alcohol or drugs, testing positive for alcohol or drugs, or refusing or failing to submit to drug screens in violation of a condition of probation; repeat violation of sentence conditions, where lesser sanctions have proven ineffective and limited remaining sentence time makes immediate arrest necessary; technical violations where less than 60 days remain on the sentence; and as specifically directed by the Court.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Contractor, the Court shall provide the following as described in paragraphs 19, 20, 21, 22, and 23:

19. Payment for Contractors Services. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services. Contractor is authorized to collect authorized Probation Fees set forth in Exhibit A for each month or portion of a month a probationer is under probation supervision.

20. Probation Fee. The Court shall make payment of the applicable Probation Fee set forth in Exhibit A as a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent, in which case the probationer shall not be required to pay any probation fee. If a case is determined to be a pay only case, or a consecutive pay only case, Contractor shall only require payment of three months' probation fees or until the cases are satisfied in full, whichever is first, and shall comply with O.C.G.A. 42-8-102 AND 42-8-103. Any probationer sentenced to consecutive terms of probation shall not be required to pay but one probation fee per month and no probation fee shall be due until any consecutive case begins. Neither the Court nor the County shall be liable for payment of any supervision fee or any program fee of a probationer.

21. Access to Criminal Histories. The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement for Contractor to conduct pre-sentence or probationer investigations as may be requested.

22. Notice of Court Sessions. The Court shall provide Contractor 14 days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone or email to Georgia Probation Services, Inc.

23. Court Facilities. The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

24. Period of Service. This agreement shall begin on _____. This Agreement shall expire in one year. The contract will automatically renew each year thereafter, for 4 additional years, unless either party gives notice to the other party at least 30 days prior to the renewal date. In no case shall the contract continue for more than 5 years, at which time a new contract must be negotiated and signed by all parties. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within 30 working days of termination, Contractor shall peacefully surrender to the Court all records

and documents generated by Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to Contractor by the Court. All electronic records shall be securely transmitted to the Court or to the Court's designee upon written request of the Court or the County. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees, or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision. Contractor may maintain a copy of records obtained or created because of this contract solely for legal and auditing purposes and may not use them for any other purpose. Contractor shall use appropriate safeguards to prevent improper use or access to such records.

25. Insurance and Bond. Contractor shall provide evidence of general liability insurance coverage of at least \$1 million and bonding or insurance of staff of at least \$25,000.00. This insurance shall be maintained throughout the term of this contract.

26. Indemnification. Neither the Court nor the governing authority shall be liable for any damages, loss, or injury to any person, property, or effects who may claim a right arising out of any relationship of the same with Contractor for any acts of Contractor, its employees, agents, subcontractors, or representatives in performance of services by Contractor under this Agreement. Contractor shall indemnify and hold harmless the Court and the County and their officers, employees, agents, and insurers from any claims, demands, actions, proceedings, expenses, damages, liabilities, or losses (including but not limited to attorney's fees and costs) and any causes of action arising out of or in connection with services performed by Contractor or its employees, agents, or subcontractors under the terms of this Agreement.

27. Deficiency in Service by Contractor. In the event the Court and/or the County determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or the County may terminate this Agreement in accordance with Section L or notify the Contractor in writing as to the exact nature of such deficiency. Within 30 days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the Contractor fails to cure or take reasonable steps to cure the deficiencies either the Court or the County may declare the Contractor in default and may terminate this Agreement.

28. Time is of the Essence of this Agreement.

29. Compliance with the Law. The Contractor shall comply with all federal, state, and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

30. Independent Contractor. Contractor is an independent contractor and is not an agent, joint ventures or other affiliate of the County or Court in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation, therefore. The Contractor agrees to indemnify and hold harmless the Court and the County from and against all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the County to their respective employees.

31. Entire Agreement. This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes all agreements, whether

written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the Court, the County and its governing authority, and Contractor.

32. Binding Agreement. This Agreement shall not be binding upon any successor to the undersigned Judge of the Court unless ratified by his/her successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time, no less than ninety (90) days, in which to wind up its activities. This agreement shall be deemed to have been ratified by any successor unless written notice to the contrary is given to the Contractor. The Court has entered into this Agreement in part based on personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

33. Contractor may not delegate, assign or subcontract any obligation of Contractor's performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement, except as otherwise set out in Paragraph 22, shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Contractor's Address: Georgia Probation Services, Inc.
PO Box 906
Trenton, GA 30752

Governing Authority Address: Walker County Board of Commissioners
101 South Duke Street
Lafayette, GA 30728

Court's Address: Honorable Billy E. Mullinax
PO Box 1316
LaFayette, GA 30728

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, 20____.

PROBATION SERVICES CONTRACTOR:

By: Tony M. Moreland
Name: Tony M. Moreland
Title: CEO
Date: 10/7/22

GOVERNING AUTHORITY:

By: Shannon Whitfield
Name: Shannon Whitfield
Title: Chairman
Date: 11/10/22

ATTEST:

By: James D. Franklin
Name: James D. Franklin
Title: Secretary
(Seal)

APPROVED AND CONSENTED TO BY COURT:

By: _____
Name: Honorable Billy E. Mullinax
Title: Judge
Date: _____

Exhibit A

Item	Amount
Monthly supervision	46.00
Monthly supervision, pay-only cases	46.00
Monthly supervision for those declared indigent by the court	0.00
Drug screens	0.00
Pre-sentence investigation report	100.00 payable by defendant in advance

Amounts are exclusive of GCVEF, and other surcharges imposed as a matter of law.

In accordance with O.C.G.A. Section 42-8-101(b)(1), this Agreement shall be attached as an exhibit to documentation of the Governing Authority's approval to privatize probation services and the judge's express written consent to privatize probation services.

Probation Services Agreement

This Agreement is made by and between the Governing Authority of Walker County (hereinafter "the County") and Georgia Probation Services, Inc., a corporation organized under the laws of the State of Georgia with its principal place of business at PO Box 906, Trenton, GA 30752 (hereinafter "Contractor") on behalf of the Superior Court of Walker County (hereinafter "the Court"). This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or the County, Contractor shall provide the following services.

Responsibilities of Probation Services Contractor

1. **Compliance with Statutes and Rules.** Contractor shall be registered with the Department of Community Supervision and shall comply with all laws that apply to probation companies in Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision. All probation management activities and/or reporting activities performed by Contractor pursuant to this Agreement must be accomplished in strict compliance with all applicable Federal and Georgia laws, as are now in effect or hereafter may be amended. If a contradiction or conflict exists between any and all applicable Federal or Georgia laws and any terms, conditions, stipulations, etc., listed herein, the term, condition, stipulation, etc., listed herein shall not be applicable and the County shall, upon notification of a contradiction or conflict, issue an amendment to bring the term, condition, stipulation, etc., into compliance with the law.
2. **Records and Confidentiality.** Contractor shall keep all reports, files, records, and papers, either physical or digital, in a centralized location convenient to the County. Such reports, files, records, and papers are and shall remain the property of the County and shall be maintained in accordance with the Open Records Act. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records, and papers relative to supervision of probationers under this Agreement in accordance with applicable law. These records, files and papers shall be available only to the County, an auditor appointed by the County, the judge handling the case, the Department of Audits and Accounts, the Department of Community Supervision, the State Board of Pardons and Paroles, or the Board of Community Supervision, and to the probationer as provided in O.C.G.A. Section 42-8-109.2 and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.
3. **Financial Records.** Contractor shall maintain financial records according to accepted accounting practices.
4. **Employees Qualifications and Training: Contractor's Probation Officer Qualifications and Training.** Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. Contractor shall abide specifically by rule 105-2-.09 of the rules for misdemeanor probation services of the Department of Community Supervision. Contractor shall have at least

one supervisor with five years' experience in corrections, parole, or probation services. Any person employed as and using the title of a private probation officer or probation officer must undergo a background check by the Department of Community Supervision. In accordance with O.C.G.A 42-8-107, and rule 105-2-.10 of the rules for misdemeanor probation services of the Department of Community Supervision. Any such person shall be at least 21 years of age at the time of appointment to the position of private probation officer or probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements. Every private probation officer shall receive an initial 40 hours of orientation upon employment and shall receive 20 hours of continuing education per annum as approved by the board, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006. In no event shall any person convicted of a felony be employed as a probation officer or private probation officer. Contractor shall insure its policies and procedures meet any legal requirement for individual training.

A: Administrative Employees, Agents, Interns or Volunteer Qualifications and Training. Contractor shall employ or appoint competent and able personnel to provide administrative services to be rendered hereunder and to appropriately administer administrative assistance to probationers and probation officers. In accordance with O.C.G.A 42-8-106.1 and 42-3-10 and the rules of the Department of Community Supervision any such person shall be at least 18 years of age, have signed a statement co-signed by the Director or his/her designee that the administrative employee, agent, inter or volunteer has received an orientation on these rules as well as operations guidelines relevant to the their job duties which will be maintained in the personnel files of Georgia Probation Services, Inc. Any such person shall have a high school diploma or its equivalent and shall complete a 16-hour initial orientation program within 6 months of appointment and 8 hours of annual in-service continuing education training consisting of the approved curriculum by the MPOU unit of the Department of Community Supervision. In addition, administrative staff must submit to ongoing criminal background checks completed by the Department of Community Supervision, submit to fingerprinting upon request, must maintain a clear criminal record, must report any arrest within 48 hours and must abide by all laws and rules as it pertains to misdemeanor probation entities. In no event shall any person convicted of a felony be employed by Georgia Probation Services, Inc. in any capacity

5. Criminal History and Background Check. Contractor represents and warrants that all employees have had or shall have criminal history and background checks by the Department of Community Supervision and have given or shall give the Department of Community Supervision written consent to conduct periodic criminal history checks.

6. Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed 399 probationers per probation officer. Probation Officers shall make contact either in person, or by telephone or email with each probationer each month. The number of contacts shall be determined by the desire and compliance of the probationer and may be increased or decreased accordingly.

7. Location Place of Business. Contractor shall establish a schedule for meeting with probationers and the provision of services to probationers in the vicinity of Walker County so as not to place an undue burden on the probationers.

8. Reporting and record keeping procedures. Contractor shall abide specifically by rule 105- 2-.13 and 105-2-.14 of the rules for misdemeanor probation services of the Department of Community Supervision and O.C.G.A. 42-8108 and 42-8-109.2 as to all reports and records. Contractor shall provide to the judge who approved this contract or his or her designee and the Board of Community Supervision (the "Board") a quarterly report summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees (**NOTE; GEORGIA PROBATION SERVICES, INC DOES NOT CHARGE ANY ADDITIONAL FEE OTHER THAN THE SUPERVISION FEE**); the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter; whether the case was closed successfully or unsuccessfully; the number of warrants issued during the quarter; the number of probationers using community service hours to satisfy fine or other financial obligations, and the number of community service hours so converted; amounts of unpaid financial obligations, specifying amounts of Probation Fees, crime victim funds, victim restitution, and fines/other funds to be paid to the court; and number of cases where each of the following types of requirements were incomplete: community service, evaluation/counseling, risk reduction school, defensive driving school. The report shall be delivered by the end of the month following the calendar quarter.

A. At least annually by January 31 of each year, Contractor shall provide a report to the Court and the governing authority that includes all information set forth in the preceding four quarterly reports.

B. Contractor shall provide such other reports as may be requested by the Court during the period of this Agreement which may include but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected. Contractor shall provide such reports to the Court or the governing authority within 30 days of the written request of the Court or the governing authority.

9. Tender of Collections. Contractor shall deliver over to the Clerk of Court at least monthly all funds paid by probationers, except that Contractor shall retain funds due for Probation Fees; shall pay Crime Victim Emergency Fund ("CVEF") fees directly to the Criminal Justice Coordinating Council; and shall pay victim restitution funds to the victim or to the Clerk of Court as provided below. All said sums shall be disbursed at least monthly to the person or entity entitled to such payment, by the 15th day of the month following payment by probationer.

A. Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the (15th) day of the following month. Restitution shall be paid to the victim by the (15th) day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds in the following order of priority: 1) probation fees to include GCVEF. 2) restitution 3) Fines, 4) court costs and surcharges, Contractor shall not retain or profit from any fines, restitution, fees, or cost collected from probationers except the probation fee authorized by this Agreement.

10. Access to Contractor Records. All records shall be open to inspection upon the request of the County, the Court, the Department of Audits and Accounts, an auditor appointed by the County, or the Department of Community Supervision. Contractor shall fully cooperate with the inspection of records and shall provide timely and complete access to such records upon request.

A. Fiscal Audit: Contractor shall allow any auditor hired by the County to annually audit its records and books pertaining to the services rendered to the court upon request.

11. Conflict of Interest per O.C.G.A 42-8-109. Contractor shall not engage in any other employment, business, or activity which interferes or conflicts with its duties and responsibilities as a probation corporation, enterprise, or agency under applicable law or which interferes with or conflicts with its duties and responsibilities under this agreement.

A. Contractor and its employees, agents and officers shall not have personal or business dealings, including the lending of money, with probationers under their supervision.

B. Contractor and its employees, agents and officers shall not own, operate, or have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

C. Contractor and its employees, agents and officers shall not specify, directly or indirectly, a DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs.

12. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

A. Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

B. Supervision. The Court shall have the sole responsibility of determining the appropriate service(s) for each probationer. In general, Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

C. Restitution, Fine and Fee Collection. The Court shall have the sole authority to determine monetary amounts required from probationers. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized bill prepared in accordance with accepted accounting practices for each month for each probationer. Contractor shall comply specifically with rule 105-2-.15 of the rules for misdemeanor probation services of the Department of Community Supervision, O.C.G.A 42-8-103, 17-15-13 and 17-14-8 in the collection and disbursement of all monies.

D. Contractor shall provide probationer a written receipt and balance statement after each payment.

E. Offenders determined by the Court to have a significant financial hardship. Offenders determined by the Court to have a significant financial hardship in accordance with O.C.G.A. Section 42-8-102 shall be supervised at no cost to the probationer or the Court or the governing body.

F. A schedule of allowed Probation Fees shall be attached to the Contract. Attachment A.

G. Contractor may only charge fees found in Exhibit A.

H. Probationers shall always be allowed to make greater payments than the minimum required by the payment schedule, and shall always be allowed to prepay fines, costs, and restitution in full without penalty. No prepayment shall be required to be made toward Probation Fees not yet due and payable. Contractor shall give clear instruction to probationers on how to request that community service be used to satisfy financial or other obligations of sentence. The Court shall, from time to time, give Contractor direction as to the amount of credit to be given per hour of eligible community service.

I. Contractor shall establish and comply with written internal policies giving probation officers standards for managing financial non-compliance: establishing minimum and maximum degrees of financial non-compliance that will prompt the officer to require increased reporting or to request a court hearing. If probationer claims the financial non-compliance is due to significant financial hardship as described in O.C.G.A. Section 42-8-102 and in the applicable Bench Card published by Administrative Office of the Courts, Contractor shall conduct an initial assessment of significant financial hardship and supply the results to the Court within 30 days for the Court to make a final determination of whether significant financial hardship exists.

13. Community Service. Contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of service participation.

A. Contractor shall not recognize community services hours at any agency that has not been approved by Court. Agencies may apply to be a community service provider by following the procedures articulated in O.C.G.A. § 42-3-51 and, if accepted by the Court, are governed by the restrictions found therein. Contractor shall ensure that actual and appropriate community service work is performed for the number of hours credited, and properly supervised and certified by a responsible individual at the agency. Probationers shall not be allowed to perform community service under supervision of any relative. Agencies improperly supervising probationers or certifying work not performed or hours not worked shall be removed from the list of approved agencies.

Contractor shall maintain a list of agencies which qualify as community service supervision agencies pursuant to OCGA § 42-3-50-51. Contractor shall investigate each agency to ensure that the agency provides appropriate community service opportunities with appropriate supervision. Contractor shall immediately report to the Court any violations by each agency so that the Court may consider whether to remove any such agency from its list of approved community service providers. Contractor may require additional reports to probation because of delay in beginning or completing community service. If probationer continues to substantially fail to timely perform community service after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke or other means directed by the Court. Contractor shall not convert community service to cash or other forms without the express, written approval of the Court, including the specific type and amount of alternative payment or performance. An offender determined by the Court to be indigent shall have his or her community service supervised at no cost to the probationer or the Court or the governing body.

14. Drug/Alcohol Screening, other evaluations, and treatments. Contractor shall coordinate with local authorities and facilities, evaluation, and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court.

A. Whenever a probationer is required by sentence of the Court to obtain an evaluation for substance abuse, anger or violence issues, or other mental health issues, Contractor shall require prompt proof of such evaluation from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Contractor shall require such evaluation within the first 60 days of probation, or if the counseling is to follow an evaluation, then within 30 days after obtaining an evaluation.

B. Contractor may require additional reports to probation because of delay in beginning or completing evaluation or treatment. If a probationer continues to substantially fail to complete evaluation or obtain treatment after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke or other means directed by the Court.

C. Contractor shall deliver no evaluation or treatment services of any kind to probationers.

D. Contractor shall not require a probationer to undergo drug screens unless probationer's sentence expressly makes probationer subject to drug screens, the probation officer receives information that a probationer is using illicit drugs or the probationer's probation officer is able to observe indicia that the probationer is intoxicated by alcohol or drugs.

15. Electronic Monitoring. Contractor, when so ordered, shall direct any probationer ordered to undergo electronic monitoring to an entity capable of such monitoring. Contractor shall not receive any benefit from any monitoring entity.

16. Reports of Violations Probation and Revocation Procedures. Contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations. In all matters the Contractor shall comply with O.C.G.A. 42-8-102.

17. Pre-sentence Investigations. When directed by the Court, Contractor shall conduct pre-sentence investigations for the Court as requested. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense, 2) a social and family background examination, 3) a criminal history check, through Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the defendant. The defendant shall be responsible for payment of \$100.00 to Contractor prior to the pre-sentence investigation beginning. The County agrees to seek the information for Contractor through the Georgia Crime Information Center and the National Crime Information Center through its computer terminal and provide a copy of such check to the Contractor.

18. Pre-hearing Arrest Warrants. Except as expressly directed by the Court in a particular case, or as provided in paragraph a, below, Contractor shall not request issuance of an arrest warrant for a probationer prior to hearing based on the following types of violations: failure to pay fines, failure to perform community service; failure to attend classes or counseling; failure to obtain mental health evaluations. In these instances, Contractor shall request a pre-warrant revocation hearing before the Court unless other circumstances justify arrest prior to hearing. No warrant shall be requested or issued if the sole violation of probation is failure to pay probation fees.

A. Providers may request issuance of an arrest warrant for a probationer prior to hearing based on the following types of violations: commission of a new criminal offense; threats to public safety or the safety of individual persons or property; threats to the safety of victims or contact with a victim in violation of sentence conditions or other court orders; failure to report to probation; failure to appear for court proceedings after due notice; use of alcohol or drugs, testing positive for alcohol or drugs, or refusing or failing to submit to drug screens in violation of a condition of probation; repeat violation of sentence conditions, where lesser sanctions have proven ineffective and limited remaining sentence time makes immediate arrest necessary; technical violations where less than 60 days remain on the sentence; and as specifically directed by the Court.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Contractor, the Court shall provide the following as described in paragraphs 19, 20, 21, 22, and 23:

19. Payment for Contractors Services. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services. Contractor is authorized to collect authorized Probation Fees set forth in Exhibit A for each month or portion of a month a probationer is under probation supervision.

20. Probation Fee. The Court shall make payment of the applicable Probation Fee set forth in Exhibit A as a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent, in which case the probationer shall not be required to pay any probation fee. If a case is determined to be a pay only case, or a consecutive pay only case, Contractor shall only require payment of three months' probation fees or until the cases are satisfied in full, whichever is first, and shall comply with O.C.G.A. 42-8-102 AND 42-8-103. Any probationer sentenced to consecutive terms of probation shall not be required to pay but one probation fee per month and no probation fee shall be due until any consecutive case begins. Neither the Court nor the County shall be liable for payment of any supervision fee or any program fee of a probationer.

21. Access to Criminal Histories. The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement for Contractor to conduct pre-sentence or probationer investigations as may be requested.

22. Notice of Court Sessions. The Court shall provide Contractor 14 days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone or email to Georgia Probation Services, Inc.

23. Court Facilities. The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

24. Period of Service. This agreement shall begin on _____. This Agreement shall expire in one year. The contract will automatically renew each year thereafter, for 4 additional years, unless either party gives notice to the other party at least 30 days prior to the renewal date. In no case shall the contract continue for more than 5 years, at which time a new contract must be negotiated and signed by all parties. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within 30 working days of termination, Contractor shall peacefully surrender to the Court all records

and documents generated by Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to Contractor by the Court. All electronic records shall be securely transmitted to the Court or to the Court's designee upon written request of the Court or the County. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees, or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision. Contractor may maintain a copy of records obtained or created because of this contract solely for legal and auditing purposes and may not use them for any other purpose. Contractor shall use appropriate safeguards to prevent improper use or access to such records.

25. Insurance and Bond. Contractor shall provide evidence of general liability insurance coverage of at least \$1 million and bonding or insurance of staff of at least \$25,000.00. This insurance shall be maintained throughout the term of this contract.

26. Indemnification. Neither the Court nor the governing authority shall be liable for any damages, loss, or injury to any person, property, or effects who may claim a right arising out of any relationship of the same with Contractor for any acts of Contractor, its employees, agents, subcontractors, or representatives in performance of services by Contractor under this Agreement. Contractor shall indemnify and hold harmless the Court and the County and their officers, employees, agents, and insurers from any claims, demands, actions, proceedings, expenses, damages, liabilities, or losses (including but not limited to attorney's fees and costs) and any causes of action arising out of or in connection with services performed by Contractor or its employees, agents, or subcontractors under the terms of this Agreement.

27. Deficiency in Service by Contractor. In the event the Court and/or the County determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or the County may terminate this Agreement in accordance with Section L or notify the Contractor in writing as to the exact nature of such deficiency. Within 30 days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the Contractor fails to cure or take reasonable steps to cure the deficiencies either the Court or the County may declare the Contractor in default and may terminate this Agreement.

28. Time is of the Essence of this Agreement.

29. Compliance with the Law. The Contractor shall comply with all federal, state, and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

30. Independent Contractor. Contractor is an independent contractor and is not an agent, joint ventures or other affiliate of the County or Court in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation, therefore. The Contractor agrees to indemnify and hold harmless the Court and the County from and against all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the County to their respective employees.

31. Entire Agreement. This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes all agreements, whether

written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the Court, the County and its governing authority, and Contractor.

32. Binding Agreement. This Agreement shall not be binding upon any successor to the undersigned Judge of the Court unless ratified by his/her successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time, no less than ninety (90) days, in which to wind up its activities. This agreement shall be deemed to have been ratified by any successor unless written notice to the contrary is given to the Contractor. The Court has entered into this Agreement in part based on personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

33. Contractor may not delegate, assign or subcontract any obligation of Contractor's performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement, except as otherwise set out in Paragraph 22, shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

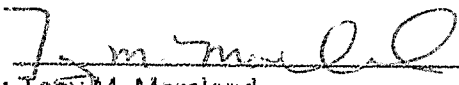
Contractor's Address: Georgia Probation Services, Inc.
PO Box 906
Trenton, GA 30752

Governing Authority Address: Walker County Board of Commissioners
101 South Duke Street
Lafayette, GA 30728

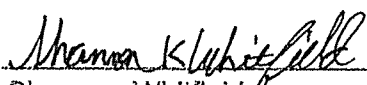
Court's Address: Honorable Kristina Cook Graham
PO Box 179
Summerville, GA 30747

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, 20____.

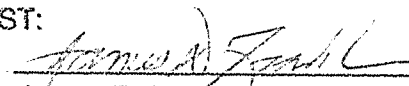
PROBATION SERVICES CONTRACTOR:

By: 
Name: Tony M. Moreland
Title: CEO
Date: 10/7/22

GOVERNING AUTHORITY:

By: 
Name: Shannon Whitfield
Title: Chairman
Date: 11-10-2022

ATTEST:

By: 
Name: James D. Franklin
Title: Secretary
(Seal)

APPROVED AND CONSENTED TO BY COURT:

By: _____

Name: Honorable Kristina Cook Graham

Title: Judge

Date: _____

Exhibit A

Item	Amount
Monthly supervision	46.00
Monthly supervision, pay-only cases	46.00
Monthly supervision for those declared indigent by the court	0.00
Drug screens	0.00
Pre-sentence investigation report	100.00 payable by defendant in advance

Amounts are exclusive of GCVEF, and other surcharges imposed as a matter of law.

**ANIMAL ASSISTANCE
SERVICES AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
WALKER COUNTY, GEORGIA**

THIS AGREEMENT is entered into the 1st day of December, 2022, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as the “Department”), and Walker County, a political subdivision of the State of Georgia (the “Contractor”).

In consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Scope of Services. The Contractor agrees to perform the services described in Exhibit “A”, attached hereto and incorporated by reference herein (the “Services”). Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein. The Department and Contractor shall meet annually to review the Services. No provision of this Agreement shall be construed to prohibit Contractor from offering similar or different services to the public, including other State agencies.

2. Independent Contractor. In the performance of the Services, and for all tax, liability and insurance purposes, Contractor shall at all times be an independent contractor and not an agent, representative or employee of the Department. Contractor shall determine the means and manner of performance of Services to be rendered, and, in conformity with the foregoing status of the parties, Contractor shall not hold itself out to be an employee or agent of the Department or use the name of the Department in its business in any way.

3. Compensation. The parties agree that Contractor will provide services at no cost to Department and that Contractor will provide all necessary equipment, supplies and materials necessary for operations, including but not limited to, food, medications, veterinary and/or medical services, dog handling and grooming equipment, and other items as necessary to facilitate the care of dogs at no cost to the Department.

4. Benefits. The Contractor acknowledges that it is not entitled to any benefits, including health insurance, workers compensation coverage, unemployment compensation coverage, which are ordinarily provided to employees of the Department.

5. Pledges of Credit. Contractor acknowledges that the State of Georgia may not lawfully pledge its credit so as to cause a State agency to incur a financial obligation unless funds to honor the obligation have been lawfully appropriated. In the event that the source of any payment by the Department as provided for herein is insufficient, in the sole discretion of the Department, then this Agreement shall terminate without further obligation of the Department.

6. Expenses. The Department shall not be liable for and shall not reimburse the Contractor for any travel or other expenses incurred by the Contractor for the duration of this Agreement or for any renewals made pursuant to this Agreement, unless approved in advance by the Department in writing. Any such reimbursement shall be made in accordance with and in amounts permitted by applicable state rules and regulations.

7. Equipment. The Department is not required to provide any office space nor any equipment to the Contractor except as specifically provided under this Agreement.

8. Term of Agreement. This Agreement shall be effective as of December 1, 2022 and shall continue in force and effect until 11:59 p.m. on June 30, 2023, unless such period is extended by mutual agreement of the parties in writing.

9. Termination for Convenience. Either Party may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to the other Party. In the event this Agreement is terminated, Contractor shall have no more than five (5) days from the date of receipt of the notice of termination to remove the animals from Department's facility.

9.1. Force Majeure: Should either party be prevented from performing any of its obligations under this agreement due to a force majeure event, such obligation shall be extended by a period equivalent to the duration of the effect of such force majeure event. For the purposes of this agreement, a "force majeure event" means catastrophic storms or floods, lightning, tornadoes, hurricanes, earthquakes and other acts of God; wars; civil disturbances; terrorist attacks; revolts; insurrections; sabotage; commercial embargoes; fires; and diseases, pandemics, and epidemics (including quarantines and other government-imposed measures in response thereto) that were not requested, promoted, or caused by the affected party; provided that such act or event delays or renders impossible the affected party's performance of its obligations under this agreement, is beyond the reasonable control of the affected party and not due to its fault or negligence, and could not have been mitigated, prevented or avoided by the affected party through the exercise of due diligence, including the expenditure of any reasonable sums taking into account the value of the agreement.

Notwithstanding anything to the contrary contained in this agreement, Contractor acknowledges that delays, and shortages or increases in the cost of labor or materials or other costs or damages, attributable to force majeure do not entitle contractor to any additional

compensation and therefore also do not entitle Contractor to any increase in the contract price. For the purposes of this agreement, a delay, or shortage or increase in cost, in the cost of labor or materials, will be deemed attributable to force majeure if it is caused in whole by the force majeure event or the force majeure event was otherwise a material factor in causing the delay or shortage or increase in cost in labor or materials.

10. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

11. Conflicts of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this Agreement, the Contractor will not employ any person having such an interest.

12. Trading with State Employees. The parties certify that this Agreement does not and will not violate the provisions of O.C.G.A. §45-10-20, *et seq.*, in any respect. The Contractor agrees not to employ any individual that would result in a violation of this law.

13. Screening. Contractor acknowledges and agrees that Contractor, including employees of Contractor, shall be subject to background investigations, including but not limited to criminal background investigations, conducted by duly authorized agents of the State, and Contractor and Contractor's personnel shall be subject to, and agree to comply with, rules pertaining or related to safety and security, including spoken directives of GDC facility staff and the Department's standard operating procedures related to Employee Standards of Conduct and sexual harassment.

14. Sexual Harassment Prevention. The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;

- (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

15. Standards of Conduct and Sexual Harassment. Contractor agrees that the Contractor and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the Department or who come into contact with any employee of the Department shall comply with the Department's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by Department personnel. If the Contractor or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Contractor will allow and assist the Department in investigating the charge or accusation. If the charge is established or if the Contractor, its agents, employees, officials or subcontractors is found guilty of sexual harassment disciplinary action, including dismissal and termination of the contract and/or services may be instituted by the Department. The Department, in its sole discretion, may allow the contractor to take appropriate action to sanction the violation and to ensure that there are no further violations. The Department may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision. The Contractor shall execute acknowledgements evidencing that the Contractor has been advised of the Department's Standard of Conduct, Guidelines for Contract Personnel and Unlawful and Sexual Harassment Policies of the Department.

16. Indemnification. Contractor hereby releases and discharges the State of Georgia, its agencies, departments (including the Department), authorities and instrumentalities (including the State Tort Claims Trust Fund), and the officers, directors and employees of each, waiving all rights against any of them (collectively, the "State"), and agrees to indemnify, protect and save harmless the State, with respect to any claim, demand, liability, loss, penalty, cost, or expense (including court costs and reasonable attorneys' fees) arising out of or occurring in connection with (a) any breach of this Agreement or any of the terms or

conditions hereof; (b) the violation of any federal or State law, rule or regulation (including those pertaining to the protection of the environment); or (c) damage to or destruction of property (including loss of use) or injury to persons (including death), in whole or in part caused by or resulting from any act of negligence or willful misconduct of the Contractor. In connection with the foregoing indemnity obligations, Contractor shall, at its sole expense, participate in the defense of any suit or action brought against the State, and no settlement or compromise entered into by the Contractor and stemming from the action or suit shall be effective to bind the State unless entered into with the express approval of the State. The indemnity obligations of this paragraph shall survive any termination of this Agreement.

17. Insurance. Contractor hereby warrants and affirms that it has procured and shall maintain, from insurance carriers licensed to transact business in the State of Georgia, such insurance coverage as will protect Contractor's and Department's interests under this Agreement in accordance with rules and regulations established in the State of Georgia Insurance and Bonding Guidelines (SPD-SP048). Neither the policy limits nor any other provision of any insurance policy shall be construed as a limitation on the indemnity obligations herein.

18. Confidentiality. Contractor agrees to adhere to the Department's Confidentiality policy and procedures which have been or will be provided to the Contractor in writing by the Department. Contractor will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other information or material received or prepared by Contractor (collectively, the "Information"), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.

19. Prison Rape Elimination Act. Contractor agrees to assist the Department in complying with standards articulated under 28 C.F.R. 115, entitled the Prison Rape Elimination Act, by submitting to a background check and agreeing not to sexually abuse or harass any offenders. Contractor agrees to undergo training, as the Department sees fit, regarding the Department's zero-tolerance policy for sexual abuse and sexual harassment and Contractor agrees to document that Contractor understands such training. Contractor agrees to inform Department of any knowledge, suspicion, or information regarding the occurrence of sexual abuse or harassment in any facility in which the Contractor is present. Contractor agrees to keep all information about sexual abuse or sexual harassment, other than such information as is required to report the incident, completely confidential. Contractor acknowledges that failure to maintain the standards articulated in this paragraph is considered a material breach of this Agreement and is grounds for termination of this Agreement.

20. Cooperation. Contractor, its employees, agents, subcontractors and assigns, agree to cooperate fully in the defense of any litigation brought against the Department or Contractor relating to the Services to be performed under this Agreement, and each party shall give the other prompt notice of any claim, demand, suit or proceeding.

21. Taxes. Contractor shall be solely responsible for the payment, in a timely manner, of all federal, State and local taxes, fees or assessments of any type.

22. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

23. Assignment. Neither party may assign its respective rights and obligations arising out of this Agreement without the prior consent in writing of the other party.

24. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the Contractor:	Walker County Georgia Government Attn: Commission Chairperson Address: 101 South Duke Street Lafayette, Georgia 30728
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If to the Department:	Jennifer Ammons, General Counsel Georgia Department of Corrections P.O. Box 1529 Forsyth, Georgia 31029
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Copy to:	Jay Sanders, Assistant Commissioner 300 Patrol Rd. Forsyth, Georgia 31029
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26. Headings. The headings in this Agreement have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.

27. Meanings of Certain Terms. Where used herein, and unless the contract otherwise clearly requires, the term "including" shall be interpreted in its most expansive sense and shall not operate as a limitation.

28. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

29. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90, *et seq.* Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this contract only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this contract.

30. Survival. The terms, conditions, representations, obligations, understandings and undertakings herein shall survive any termination of this Agreement.

31. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken herefrom.

32. Legislative Modification. Notwithstanding any other provision of this Agreement to the contrary, in the event that any federal, state, or local law, rule, regulation, or interpretation thereof restricts, prohibits, or in any way materially changes the method or amount of reimbursement or payment for services under this Agreement at any time during the duration of this Agreement, then this Agreement shall, to the extent permitted by the laws of the State of Georgia, be deemed amended by the parties to provide for payment of compensation and other fees in a manner consistent with any such prohibition, restriction, or limitation.

33. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, *et seq.* (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana

during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this contract terminated or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

34. Governing Law. This Agreement is executed in the State of Georgia, and the laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Jurisdiction and Venue for any civil action arising out of this agreement shall lie in the Superior Court of Fulton County, Georgia.

35. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

36. Waiver. The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

37. Boycott of Israel. Contractor certifies that Contractor is not currently engaged in and agrees for the duration of the Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

38. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

39. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS

Walker County, Georgia

By: _____
Jennifer Ammons
General Counsel

By: Shannon K. Whitfield
Name Printed: Shannon K Whitfield
Title: Chairman / CEO

Date: _____

Date: 11-10-2022

Exhibit “A”
Scope of Services and
The Georgia Department of Corrections

This agreement provides for an affiliation and working relationship between the Georgia Department of Corrections (GDC) and the Contractor. GDC and the Contractor agree to work together to establish and maintain quality processes for the provision and delivery of services to the animals in the Program. GDC and the contractor will work collaboratively to establish standard operating procedures outlining in detail specific provisions to care for fostered shelter animals in the Program, including but not limited to facility specifications, shelter, food, water, veterinary services, and human care standards. The parties agree jointly that *no pit bull dogs* will be accepted or allowed in the program.

I. Contractor Responsibilities

- A. The Contractor shall provide oversight, evaluation, and direction for the Program. The Contractor will also provide instruction for the offender participants relating to animal care and training.
- B. The Contractor shall provide at no cost to GDC or the Facility all equipment, supplies, and material reasonably necessary for normal operations of the Program, including but not limited to food, medications, veterinary services, animal handling and kenneling equipment, and other items necessary to facilitate the proper care of the animals in the Program. The Contractor will also be responsible for any medical care required for the animals.
- C. The Contractor shall select and provide animals for the Program and will have final authority over the animals placed in the Program. Furthermore, the Contractor retains the right to retire any animal from the Program at any time and specifically for any reason pertaining to the animal’s health, welfare, and safety.
- D. The Contractor shall ensure that all Contractor staff and volunteers who participate in the Program will sign Exhibit “B” Participant Agreement and Release Form, attached hereto and incorporated herein by reference.
- E. The Contractor must have approval from GDC Public Affairs for all publications, advertisements, media contact, public information which relates to the animal assistance program at the facility.
- F. Meet annually with GDC to review the services.

II. Georgia Department of Corrections Responsibilities

- A. GDC acknowledges that the Contractor has final legal authority over the placement, care, use, and ultimate disposition of animals the Contractor places in the Program. GDC will not relinquish an animal to anyone other than the Contractor.
- B. GDC will allow Contractor staff access to the Facility as necessary for the successful implementation of the Program and the overall health and safety of the animals in the Program, subject in all cases to GDC standard operating procedures, including but not limited to those regarding the safety and security of the Facility.
- C. GDC will identify a number of offenders sufficient to provide care for the animals assigned. GDC will cooperate with the Contractor in establishing criteria for the selection of offender participants; however, GDC will retain the final authority for selection and removal, if necessary, of an offender participant from the Program. If there is not a sufficient number of interested offenders at the facility, GDC will notify the Contractor and the Contractor will resume custody of the animal(s).
- D. GDC will make all reasonable efforts to ensure that offenders are given the opportunity to provide the animals with adequate food, safety, shelter, affection, socialization and exercise. GDC will contact the Contractor without delay if an animal becomes injured or otherwise appears to be in need of emergency medical care.
- E. Meet annually with Contractor to review the services.
- F. GDC will ensure that all volunteers and offenders who participate in the Program will sign Exhibit "B" Participant Agreement and Release Form, attached hereto and incorporated herein by reference.

Exhibit "B"
Release Form

I hereby acknowledge that I am requesting by this Release Form to participate in the Animal Assistance Program. By signing below, I am assuming all risks in connection with the Animal Assistance Program, understanding that I will have close and regular contact with animals selected for this program. I further understand that as a participant in the Program, I will be assigned to care for one or more animals, including but not limited to grooming, training, feeding, washing, and cleaning of kennel areas. I promise that I will not provoke, abuse, or harm any animal with which I have contact in this program, and I understand that if I do I will be removed from the program immediately and subjected to disciplinary action, criminal prosecution, or both. I understand that some animals, including but not limited to dogs, which by their very nature, may be aggressive and unpredictable. By accepting the opportunity to participate in the Program, I accept the risk that I may be bitten, attacked, mauled, or injured by an animal.

I hereby waive, release, and discharge the State of Georgia, the Georgia Department of Corrections and its employees, agents, and assigns, and the Contractor and its employees and volunteers from any and all claims, liabilities, costs, or expenses for any and all bodily injury, personal injury, death, loss or damage to personal property, and financial loss that might be sustained by me in connection with my participation in the Program or visit to the Department's Facility.

I hereby accept responsibility for any loss, damage, or injury incurred by me to persons or property during my participation in the Program. I promise to abide by all Georgia Department of Corrections policies, procedures, rules and regulations while on Georgia Department of Corrections property.

By signing below, I certify that I have read this document and fully understand its contents. I am aware that this Release Form serves as a release of liability and a binding contract and I sign it of my own free will.

Name: _____

Signature: _____

Date: _____

Witness: _____

SHIP TO
WALKER COUNTY SHERIFF'S OFFICE
105 S DUKE ST.
LA FAYETTE, GA 30728

BILL TO
WALKER COUNTY SHERIFF'S OFFICE
P.O. BOX 767
LA FAYETTE, GA 30728

PURCHASE ORDER
NO. 2023-00000237

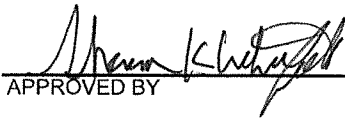
DATE 11/10/2022

VENDOR 56889 PRATER FORD INC

CONTACT
PRATER FORD INC
P O BOX 818
704 S WALL ST
CALHOUN, GA 30703

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR Christopher Anderson
RESOLUTION #
PAYMENT TERMS

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Vehicles	\$50,136.1600	\$50,136.16
			TOTAL DUE	\$50,136.16


APPROVED BY

SPECIAL INSTRUCTIONS



CNGP530 VEHICLE ORDER CONFIRMATION 11/02/22 16:06:08

==> 2023 F-SERIES SD Dealer: F21422

Page: 1 of 2

Order No: 0000 Priority: A2 Ord FIN: QD389 Order Type: 5B Price Level: 315

Ord PEP: 600A Cust/Filt Name: WALKER COUNTY PO Number:

RETAIL RETAIL

W2B F250 4X4 CREW/C \$50560 18B PLAT RUNNING BD \$445

160" WHEELBASE 10000# GVWR PKG

UM AGATE BLACK 425 50 STATE EMISS NC

A VNYL 40/20/40 43C 120V/400W OUTLT 175

S MED DARK SLATE 52S INTR WORK SURF 140

600A PREF EQUIP PKG JACK

.XL TRIM 66L LED BOX LIGHT 60

572 .AIR CONDITIONER NC 66S UPFITTER SWTCH 165

.AMFM/MP3/CLK

99A .6.8L DEV V8 ENG NC TOTAL BASE AND OPTIONS 54755

44F 10-SPD AUTOMATC NC TOTAL 54755

TD8 .LT245 BSW AS 17 *THIS IS NOT AN INVOICE*

X37 3.73 REG AXLE NC

JOB #1 BUILD * MORE ORDER INFO NEXT PAGE *

FLEET SPCL ADJ NC F8=Next

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE. QC00257



CNGP530 VEHICLE ORDER CONFIRMATION 11/02/22 16:06:16

==> 2023 F-SERIES SD Dealer: F21422

Order No: 0000 Priority: A2 Ord FIN: QD389 Order Type: 5B Price Level: 315

Ord PEP: 600A Cust/Filt Name: WALKER COUNTY PO Number: RETAIL

67E 250 AMP ALTRNTR \$85 RETAIL

85G TAILGATE STEP 375

96D XL DRIVER ASST 730

96V XL CHROME PKG 225

.FOG LAMPS

.BOXLINK

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1795

TOTAL BASE AND OPTIONS 54755

TOTAL 54755

THIS IS NOT AN INVOICE

F1=Help

F2=Return to Order

F7=Prev

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00257

\$ 50,136.16



RESOLUTION R-041-22

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPOINT A CHIEF OF THE WALKER COUNTY POLICE FORCE

WHEREAS, the Board of Commissioners ("Board") is the governing authority of Walker County; and

WHEREAS, Chapter 2, Article III, Division 3, Section 2-241 of the Code of Walker County established the Walker County Police Force to enforce the ordinances of Walker County; and

WHEREAS, O.C.G.A. 35-1-12 states any county, municipality, or other public subdivision of this state which has a law enforcement agency shall declare a chief of police or a law enforcement head for such law enforcement agency who is required to be a certified peace officer pursuant to the provisions of Chapter 8 of this title, known as the "Georgia Peace Officer Standards and Training Act."; and

WHEREAS, Chairman Whitfield submits the following appointment to serve as the Chief of the Walker County Police Force, effective immediately:

Hal Gray

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the appointment of Hal Gray to serve as the Chief of the Walker County Police Force is approved.

SO RESOLVED AND ADOPTED this 10th day of November, 2022.

ATTEST:

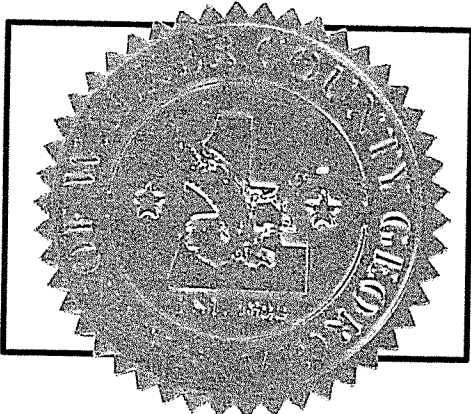
Rebecca Wooden

REBECCA WOODEN, County Clerk

WALKER COUNTY, GEORGIA

Shannon K. Whitfield

SHANNON K. WHITFIELD, Chairman



The foregoing Resolution received a motion for approval from Commissioner Shannon K. Whitfield, second by Commissioner Shannon K. Whitfield, and upon the question the vote is 04 ayes, 0 nays to approve the Resolution.

Walker County Departmental Statistics - October 2022



Department		Monthly Totals				YTD Totals		YTD Totals		Yearly Totals		Yearly Totals		Yearly Totals		
Animal Shelter	September		October		2022		2021		2020		2019		2018		2017	
	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats
Intake	104	16	100	18	953	435	1,322	648	1,093	516	1,094	295	1,176	25	1,628	979
Outake (Adopted, Rescued, Returned)	122	21	88	23	969	414	1,281	624	1,091	474	1,099	279	1,012	47	1,134	444
Adopted	17	10	21	11	147	137	31	91	33	65	208	152	138	34	217	147
Rescued	76	11	45	12	591	240	999	494	919	397	766	119	749	13	686	295
Returned to Owner	29	0	22	0	220	16	238	18	119	6	112	3	125	0	231	2
Euthanized	6	0	2	1	30	27	17	23	20	6	31	7	56	2	336	396

Codes Enforcement & Litter		September		October		2022		2021		2020		2019		2018		2017	
In Compliance	17		33		3,514		19,409		6,672		9,309		5,124		4,745		
Violations	23		22		298		402		343		435		857		1,469		
Closed Cases	4		1		65		154		161		58		339		480		
Roadside Trash Pounds	0		0		44,880		143,723		143,800		143,330		122,912		123,020		

Elections		September		October		2022		2021		2020		2019		2018		2017	
Registered Voters	238		182 (cut off on 10/11)		42,451		43,025		43,719		40,281		38,202		35,842		

Fire Department		September		October		2022		2021		2020		2019		2018		2017	
Calls for Service	445		n/a		4,514		4,173		3,478		6,091		5,670		4,441		
Units Handling Calls for Service	640		n/a		6,968		7,024		5,705		8,815		6,359		4,742		
Smoke Alarms Installed	15		n/a		157		368		322		781		228		21		

Mountain Cove Farms		September		October		2022		2021		2020		2019		2018		2017	
Total Nights Booked	80		n/a		671		892		840		1,102		908		525		

Planning		September		October		2022		2021		2020		2019		2018		2017	
Single Family New Home Construction	11		9		123		157		150		128		124		135		

Public Relations		September		October		2022		2021		2020		2019		2018		2017	
Media Impressions (stories)	17		33		290		460		460		451		509		603		
Facebook Followers Added	50		120		2,544		1,227		2,768		1,880		2,182		4,615		
Facebook Posts (main page)	28		34		287		519		888		602		487		594		
WalkerCountyGA.gov views	39,896		43,775		421,727		568,384		668,051		357,989		316,285		399,087		
Newsletter Subscribers Added	15		21		295		1,376		1,104		971		925		1,184		

Public Works		September		October		2022		2021		2020		2019		2018		2017	
Patching/Potholes	374		78		2,763		4,157		5,785		6,148		4,798		no data		

Walker Transit		September		October		2022		2021		2020		2019		2018		2017	
Total Trips	2,778		2,591		23,360		18,420		17,436		26,535		21,551		24,938		

Best Friends: Data Matrix

Criteria:

Enter from date: 10/01/2022

Enter to date: 10/31/2022

	Species					
	Canine			Feline		
	Adult	Up to 5 months	Unknown Age	Adult	Up to 5 months	Unknown Age
Beginning Animal Count 2022-10-01	61	12	0	20	2	0
Intakes: Stray/At Large	42	13	0	1	3	0
Intakes: Transferred in from Municipal Shelter	0	0	0	0	0	0
Intakes: Transferred in from Other Rescue Group	0	0	0	0	0	0
Intakes: Owner Requested Euthanasia	0	0	0	0	0	0
Intakes: Relinquished by Owner	10	5	0	8	5	0
Intakes: Returns	4	0	0	1	0	0
Intakes: Other Intakes	12	18	0	1	0	0
Live Outcomes: Adoption	16	5	0	9	2	0
Live Outcomes: Returned to Owner	21	1	0	0	0	0
Live Outcomes: Returned To Field	0	0	0	0	0	0
Live Outcomes: Transferred to Municipal Shelter	0	0	0	0	0	0
Live Outcomes: Transferred to Other Rescue Group	22	23	0	6	6	0
Live Outcomes: Other	0	0	0	0	0	0
Other Outcomes: Died in Care	0	2	0	1	0	0
Other Outcomes: Lost in Care	0	0	0	0	0	0
Other Outcomes: Euthanasia	2	0	0	1	0	0
Other Outcomes: Owner Requested Euthanasia	0	0	0	0	0	0
Ending Animal Counts 2022-10-31	68	17	0	15	1	0
Spays/Neuters: Pre-Adoption	36	5	0	7	3	0
Spays/Neuters: Free for Low-Income Families	0	0	0	0	0	0
Spays/Neuters: Low-Cost for Low-Income Families	0	0	0	0	0	0
Spays/Neuters: Low-Cost for General Public	0	0	0	0	0	0
Spays/Neuters: TNR	0	0	0	0	0	0
Spays/Neuters: Other	0	0	0	0	0	0

Report: **Best Friends: Data Matrix**

Generated by Animal Shelter Manager 46u [Wed 2 Nov 09:00:34 GMT 2022] at Walker County Animal Shelter on 11/02/2022 by jlegge

**WALKER COUNTY BOARD OF COMMISSIONER
EXECUTIVE SESSION
AFFIDAVIT**

The undersigned, having been duly sworn, states under oath that the following is true and accurate:

1.

The Walker County Board of Commissioners met in an open and duly advertised meeting on November 10, 2022.

2.

During the meeting the Walker County Board of Commissioners voted to enter into executive session.

3.

In my capacity as Commission Chairman I preside over the executive session. The executive session was called to order at 8:30 p.m. The following Commissioners were present: Blakemore, Askeew, Whitfield, Hart, and Stoltz

Also in attendance: County Attorney Gottlieb

4.

The subject matter of the executive session was devoted to the following matter(s) within the exceptions provided in the open meeting law: (Initial all that are applicable):

☐ **Litigation Matters:** Consultation with the Walker County government attorney to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought, or to be brought, by or against Walker County government or any officer or employee in which Walker County government or any officer or employee may be directly involved; as provided in O.C.G.A. 50-14-2(1);

☐ **Real Estate Matters:** Discussion regarding the future purchase or acquisition, disposal, or leasing of real estate; as provided by O.C.G.A. 50-14-3(b)(1);

☒ **Personnel Matters:** Discussion or deliberation upon the appointment, employment, compensation, hiring, disciplinary action or dismissal of a Walker County government officer or employee; as provided in O.C.G.A. 50-14-3(6);

☐ **Other:** (describe exemption of the open meeting law) _____

_____ as provided in O.C.G.A. _____.

Skw x No other matters were discussed during the executive session.

_____ Discussion occurred on a topic not authorized by law. The meeting was declared out of order, immediately ceased and was adjourned.

This 10th day of November, 2022.

_____ Shannon K. Whitfield

Print Name: Shannon K. Whitfield

Print Title: Commission Chairman

Sworn to and subscribed before me this
10th day of November, 2022.

_____ [Signature]

Notary Public

My commission expires: _____

